

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION**

In re:	§	
	§	Chapter 11
	§	
STEWARD HEALTH CARE SYSTEM	§	Case No. 24-90213 (CML)
LLC, <i>et al.</i> ,	§	
	§	(Jointly Administered)
Debtors. ¹	§	
	§	

**NOTICE OF DESIGNATION OF SUCCESSFUL BID
AND PROPOSED SALE ORDER FOR STEWARDSHIP HEALTH**

PLEASE TAKE NOTICE THAT:

1. On May 6, 2024, Steward Health Care System LLC and its debtor affiliates, as debtors and debtors in possession in the above-captioned chapter 11 cases (the “**Debtors**”), each commenced with this Court a voluntary case under chapter 11 of title 11 of the United States Code.

2. On June 3, 2024, this Court entered the *Order (I) Approving (A) Global Bidding Procedures for Sales of the Debtors’ Assets, (B) Form and Manner of Notice of Sales, Auctions, and Sale Hearings, and (C) Assumption and Assignment Procedures and Form and Manner of Notice of Assumption and Assignment; (II) Authorizing Designation of Stalking Horse Bidders; (III) Scheduling Auctions and Sale Hearings; and (IV) Granting Related Relief* (Docket No. 626) (the “**Bidding Procedures Order**”) approving global bidding procedures (the “**Global Bidding Procedures**”) in connection with the sale of substantially all of the Debtors’ assets, and granting other related relief.² Pursuant to the Global Bidding Procedures, the Bid Deadline with respect to *Stewardship Health*, the Debtors’ risk-based payor contracting network and related primary care practices (collectively, “**Stewardship Health**”) was June 24, 2024 at 5:00 p.m. (Central Time).

3. On June 5, 2024, the Debtors filed the *Notice of Sale, Global Bidding Procedures, Auction, and Sale Hearing* (Docket No. 689) (the “**Sale Notice**”) including with respect to Stewardship Health.

4. The Debtors filed notices modifying certain key dates and deadlines with respect to Stewardship Health, including extending the Bid Deadline to July 22, 2024, at Docket Nos. 895, 1608, 1720, and 1721. On August 11, 2024, the Debtors filed the *Notice of Sale Hearings* (Docket

¹ A complete list of the Debtors in these chapter 11 cases may be obtained on the website of the Debtors’ claims and noticing agent at <https://restructuring.ra.kroll.com/Steward>. The Debtors’ service address for these chapter 11 cases is 1900 N. Pearl Street, Suite 2400, Dallas, Texas 75201.

² Capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed to such terms in the Bidding Procedures Order, the Global Bidding Procedures, and the Sale Notice (as defined herein), as applicable.

No. 1934), adjourning the sale hearing for Stewardship Health to **August 16, 2024 at 10:00 a.m. (Central Time)**.

Qualified Bid

5. The Debtors received a bid from Brady Health Buyer, LLC (“**Brady**” or “**Buyer**”) for Stewardship Health (the “**Brady Bid**”), and have determined that the Brady Bid is a “Qualified Bid” under the Global Bidding Procedures.

Successful Bid

6. The Debtors, after consultation with the Consultation Parties, have determined that the designation of the Brady Bid as the Successful Bid with respect to Stewardship Health is in the best interests of the Debtors and their estates.

7. Filed with this Notice as **Exhibit A** is a summary of the key terms of the Stewardship APA (as defined herein). Filed with this Notice as **Exhibit B** is the Debtors’ proposed order approving the sale transaction for Stewardship Health to Buyer (the “**Stewardship Sale Order**”). A full and complete copy of the final asset purchase agreement for Stewardship Health (the “**Stewardship APA**”) between the Debtors and Buyer is attached to the Stewardship Sale Order as **Exhibit 1**.

8. Mailed copies of this Notice will include the Stewardship APA without its voluminous schedules. The fully-compiled versions of the Stewardship APA, including schedules, may be obtained free of charge on the website of the Debtors’ claims and noticing agent at <https://restructuring.ra.kroll.com/Steward>.

Objection Deadlines

9. The Sale Objection Deadline with respect to Stewardship Health is **August 14, 2024 at 11:59 p.m. (Central Time)**.

10. The Adequate Assurance Objection Deadline with respect to Stewardship Health will be ten (10) days following service of the notice of Adequate Assurance Information.

Sale Hearing

11. The hearing to consider approval of sales of Stewardship Health will take place on **August 16, 2024 at 10:00 a.m. (Central Time)** before the Honorable Christopher M. Lopez, United States Bankruptcy Judge in Courtroom 401, 4th Floor, 515 Rusk Street, Houston, Texas 77002 (the “**Sale Hearing**”).

12. You may participate in the Sale Hearing either in person or by an audio and video connection. Audio communication will be by use of the Court’s dial-in facility. You may access the facility at 832-917-1510. Once connected, you will be asked to enter the Conference Room Number. Judge Lopez’s Conference Room Number is 590153. Video communication will be by use of the GoToMeeting platform. Connect via the free GoToMeeting application or click the link

on Judge Lopez's home page. The Meeting Code is "JudgeLopez". Click the settings icon in the upper right corner and enter your name under the personal information setting.

13. Appearances must be made electronically in advance of the Sale Hearing. To make your appearance, click the "Electronic Appearance" link on Judge Lopez's home page. Select the case name, complete the required fields and click "Submit" to complete your appearance.

Additional Information

14. If you have questions concerning the contents of this notice or the sale process, you should contact the representatives of the Debtors with whom you have previously been in contact or counsel to the Debtors, Weil, Gotshal & Manges LLP, 767 Fifth Avenue, New York, New York 10153 (Attn: Ray C. Schrock, Esq. (ray.schrock@weil.com), Candace M. Arthur, Esq. (candace.arthur@weil.com), and David J. Cohen, Esq. (davidj.cohen@weil.com)) and 700 Louisiana Street, Suite 37000, Houston, Texas 77002 (Attn: Clifford Carlson, Esq. (clifford.carlson@weil.com) and Stephanie N. Morrison, Esq. (stephanie.morrison@weil.com)).

15. Copies of the Bidding Procedures Order and the Global Bidding Procedures may be obtained free of charge at the website dedicated to the Debtors' chapter 11 cases maintained by their claims and noticing agent and administrative advisor, Kroll Restructuring Administration LLC, located at <https://restructuring.ra.kroll.com/Steward>.

Reservation of Rights

16. In accordance with the Bidding Procedures Order, the Debtors reserve the right to, in their reasonable business judgment, in a manner consistent with their fiduciary duties and applicable law, and in consultation with the Consultation Parties, modify the Global Bidding Procedures, waive terms and conditions set forth therein, extend the deadlines set forth therein, in each case, to the extent not materially inconsistent with the Global Bidding Procedures and the Bidding Procedures Order.

Dated: August 12, 2024
Houston, Texas

/s/ Clifford W. Carlson

WEIL, GOTSHAL & MANGES LLP

Gabriel A. Morgan (24125891)

Clifford W. Carlson (24090024)

Stephanie N. Morrison (24126930)

700 Louisiana Street, Suite 3700

Houston, Texas 77002

Telephone: (713) 546-5000

Facsimile: (713) 224-9511

Email: Gabriel.Morgan@weil.com

Clifford.Carlson@weil.com

Stephanie.Morrison@weil.com

-and-

WEIL, GOTSHAL & MANGES LLP

Ray C. Schrock (admitted *pro hac vice*)

Candace M. Arthur (admitted *pro hac vice*)

David J. Cohen (admitted *pro hac vice*)

767 Fifth Avenue

New York, New York 10153

Telephone: (212) 310-8000

Facsimile: (212) 310-8007

Email: Ray.Schrock@weil.com

Candace.Arthur@weil.com

DavidJ.Cohen@weil.com

*Attorneys for Debtors and Debtors in
Possession*

Certificate of Service

I hereby certify that on August 12, 2024, a true and correct copy of the foregoing document was served by the Electronic Case Filing System for the United States Bankruptcy Court for the Southern District of Texas.

/s/ Clifford W. Carlson

Clifford W. Carlson

Exhibit A

Summary of Key Terms

Material Terms of the Stewardship Asset Purchase Agreement

The following chart contains a summary of certain material terms of the Stewardship Asset Purchase Agreement (the “APA”). The summary set forth below does not contain all of the terms of the APA and should not be used or relied upon as a substitute for the full terms and conditions set forth in the APA. The summary of the APA contained herein is qualified in its entirety by the actual terms and conditions thereof. To the extent that there is any conflict between any such summary and such actual terms and conditions, the actual terms and conditions shall control.

MATERIAL TERMS OF THE AGREEMENT	
Parties	Sellers: Stewardship Health, Inc.; Stewardship Health Medical Group, Inc.; Steward Health Care Network, Inc.; Stewardship Services, Inc.; Steward Medicaid Care Network, Inc.; Steward Health Care Network ACO Texas, Inc.; Heritage Technologies LLC; Steward Medical Group, Inc.; Permian Premier Health Services, Inc.; Physician Group of Arkansas, Inc.; Physician Group of Arizona, Inc.; Steward St. Elizabeth’s Medical Center of Boston, Inc.; Steward Health Care System, LLC and IASIS Healthcare, LLC. Buyer: Brady Health Buyer, LLC.
Purchase Price	Aggregate consideration of: • \$245 million cash, plus/minus (A) net working capital adjustment for certain current assets or liabilities, as compared to a target of \$10,110,415.58 in the event the Transaction (defined below) includes the USFHP business or \$37,050,282.61 in the event the Transaction does not include the USFHP business, minus (B) deferred compensation and transaction bonus payments and minus (C) aggregate cure costs paid by Buyer. • Certain assumed liabilities.
Escrow Deposit	\$24.5 million
Financing	Certain Buyer affiliates provided binding equity financing commitments at signing.
Termination	The APA may be terminated by: • Mutual consent of Buyer and Seller Representative. • Either Buyer or Seller Representative if: ○ there shall be in effect a final non-appealable order of a governmental body of competent jurisdiction restraining, enjoining or otherwise prohibiting the consummation of the transactions contemplated by the APA (the “<u>Transactions</u>”); - or

	○ the closing shall not have been consummated by the October 30, 2024, which may be extended by Buyer at its sole discretion to December 31, 2024. • Buyer if: ○ Sellers have materially breached their representations, warranties, covenants or agreements contained in the APA and have not cured such breach within 10 business days of Buyer's written notice to Seller Representative of such breach; ○ any creditor of Sellers obtains a Final Order granting relief from the automatic stay to foreclose on any material portions of the transferred assets; ○ one or more of the Chapter 11 Cases is dismissed or converted into Chapter 7 cases or an examiner with expanded powers or trustee is appointed; ○ the Sale Order is stayed, reversed, modified, vacated or amended in any material respect without the prior written consent of Buyer, which consent may not be unreasonably withheld, or the Bankruptcy Court enters any order materially inconsistent with the Sale Order, and in each case if such event is not cured within 14 days; ○ the Sale Order entered by the Bankruptcy Court approving the Transactions is not in form reasonably acceptable to Buyer and Sellers have not modified or amended such order resulting in such order being reasonably acceptable to Buyer within 14 days; or ○ Sellers have materially breached their obligations under the APA with respect to the BMI Issues and such breach has not been cured within 5 business days. • Seller Representative if: ○ Buyer has materially breached its representations, warranties, covenants or agreements contained in the APA and has not cured such breach within 10 business days of Seller Representative's written notice to Buyer of such breach; or ○ (i) the closing conditions have been satisfied or waived, (ii) Sellers are prepared to consummate the Transactions, and (iii) Buyer fails to consummate the Transactions within 3 business days. Buyer forfeits the deposit if Seller Representative terminates the APA due to (i) Buyer's breach of its representations, warranties, covenants or agreements or (ii) Buyer's failure to timely consummate the Transactions when all closing conditions have been satisfied or waived and Sellers are ready to consummate the Transactions. In all other circumstances, the deposit will be returned to the Buyer if the APA is terminated.
--	---

Purchased Assets / Excluded Assets	Sellers will sell, convey, assign, transfer and deliver to Buyer, all assets primarily related to the Stewardship business, including, among others, certain leased real property, contracts, permits, deposits, rights of the Sellers under confidentiality agreements, personal property and interests, inventory, goodwill of the business, avoidance claims and certain intellectual property rights. Certain assets will be retained by Seller, including certain accounts receivables.
Assumed Liabilities	Buyer will assume only the following liabilities of Sellers: liabilities arising under transferred contracts to the extent arising after closing; 50% of the transfer taxes; all liabilities arising out of Buyer's ownership or operation of the transferred assets after closing; the current liabilities included in the calculation of the net working capital; certain property taxes with respect to the transferred assets and certain liabilities with respect to the employee obligations.
Representations and Warranties	Buyer and Sellers make customary representations and warranties that do not survive the closing of the Transactions. The representations and warranties are qualified by certain disclosures made in the disclosure schedules.
Buyer Closing Conditions	Buyer's obligations to close are subject to the satisfaction or waiver of certain conditions, including: i. Sellers' representations and warranties being true and correct as of signing and the closing (i) in all material respects with respect to the Seller Fundamental Representations and (ii) in all respects, except for any breaches that, individually or in the aggregate, would not reasonably be expected to have Material Adverse Effect; ii. Sellers complying with its obligations and agreements in all material respects; iii. Expiration of the HSR waiting period and (i) HPC has not issued a Cost and Market Impact Review (a "<u>CMIR</u>") or (ii) HPC has elected to conduct a CMIR, Buyer has elected to participate in the review process and 30 days have elapsed since the issuance of HPC's final CMIR report; iv. No law, legal proceeding or governmental orders restraining or prohibiting the closing of the Transactions or seeking to do so; v. No Material Adverse Effect has occurred; vi. Bankruptcy Court has entered the Sale Order (and such Sale Order is in full force and effect and has not been reversed, modified or amended and is a Final Order); vii. Buyer shall have received confirmation of credentialing for providers connected with the payor agreements with Blue Cross and Blue Shield of MA, Mass Health and Point 32;

	viii. No rejection of the landlord interest or tenant interest with respect to any Tenant Leases or Third-Party Leases, respectively; ix. Either (i) the Bankruptcy Court have entered into a rejection of the CareMax-Steward Contracts, (ii) such contracts have been consensually terminated or (iii) Sellers and Buyer shall consent to an alternate treatment of such contracts; x. Seller Representative has delivered all closing documents; and xi. The parties have received consent from applicable government bodies to permit Buyer to participate in the MassHealth ACO model as a Primary Care ACO.
Seller Closing Conditions	Sellers' obligations to close are subject to the satisfaction or waiver of certain conditions, including: i. Buyer's representations and warranties being true and correct as of signing and the closing (i) in all material respects with respect to the Buyer Fundamental Representations and (ii) in all respects, except for any breaches that, individually or in the aggregate, would not reasonably be expected to have Material Adverse Effect; ii. Buyer complying with its obligations and agreements in all material respects; iii. Bankruptcy Court has entered the Sale Order (and such Sale Order is in full force and effect and has not been reversed, modified or amended and is a Final Order); iv. Expiration of the HSR waiting period and (i) HPC has not issued a CMIR or (ii) HPC has elected to conduct a CMIR, Buyer has elected to participate in the review process and 30 days have elapsed since the issuance of HPC's final CMIR report; v. Buyer has delivered all closing documents; and vi. No law or governmental orders restraining or prohibiting the closing of the Transactions.
Specific Performance	Sellers have the right to seek specific performance for breaches or threatened breaches, and to enforce the terms and provisions, of the APA.
Assigned Contracts	Buyer to provide a list of executory contracts to be assumed and assigned to Buyer no later than 3 business days prior to the closing of the Transactions.

Exhibit B

Stewardship Sale Order

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION**

In re:	§ § § § § § §	Chapter 11
STEWARD HEALTH CARE SYSTEM LLC, et al.,	§ § § § § § §	Case No. 24-90213 (CML)
Debtors.¹		(Jointly Administered)

**ORDER
(I) AUTHORIZING AND APPROVING
(A) THE ASSET PURCHASE AGREEMENT WITH
BRADY HEALTH BUYER, LLC (B) THE SALE OF STEWARDSHIP
HEALTH ASSETS FREE AND CLEAR OF LIENS AND LIABILITIES
AND (C) THE ASSUMPTION AND ASSIGNMENT OF CERTAIN EXECUTORY
CONTRACTS AND UNEXPIRED LEASES; AND (II) GRANTING RELATED RELIEF**

Upon the *Emergency Motion of Debtors for Entry of an Order (I) Approving (A) Global Bidding Procedures for Sales of the Debtors' Assets, (B) Form and Manner of Notice of Sales, Auctions, and Sale Hearings, and (C) Assumption and Assignment Procedures and Form and Manner of Notice of Assumption and Assignment; (II) Authorizing Designation of Stalking Horse Bidders; (III) Scheduling Auctions and Sale Hearings; and (IV) Granting Related Relief*, dated May 15, 2024 (Docket No. 281) (the “**Motion**”),² filed by the above-referenced debtors and debtors in possession (collectively, the “**Debtors**”) seeking, among other things, entry of an order (this “**Order**”): (i) authorizing and approving (a) that certain Asset Purchase Agreement (together with all other agreements, documents, instruments, deliverable thereunder or attached thereto or

¹ A complete list of the Debtors in these chapter 11 cases may be obtained on the website of the Debtors' claims and noticing agent at <https://restructuring.ra.kroll.com/Steward>. The Debtors' service address for these chapter 11 cases is 1900 N. Pearl Street, Suite 2400, Dallas, Texas 75201.

² Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Motion or the APA (as defined herein), as applicable.

referenced therein, the “**APA**”), dated as of August 12 2024, by and among the Sellers and the Buyer, attached hereto as **Exhibit 1**, (b) the sale, free and clear of all Liens (other than Permitted Liens) and all Liabilities (other than Assumed Liabilities) of the Purchased Assets pursuant to the terms of the APA (the “**Sale Transaction**”), with Liens and Liabilities to attach to the proceeds of the Sale Transaction as set forth in this Order, (c) the sale and/or assumption and assignment to Buyer of certain executory contracts and non-executory contracts, including those identified on Schedule 9.1(a) of the APA (as such schedules and sections of the APA may be modified or amended in accordance with the APA and this Order), subject to the terms of the APA (the “**Acquired Contracts**”); and (ii) granting related relief, all as more fully set forth in the Motion; and upon consideration of the *Declaration of Toby King in Support of Emergency Motion of Debtors for Entry of Order (I) Approving (A) Global Bidding Procedures for Sales of Debtors’ Assets, (B) Form and Manner of Notice of Sales, Auctions, and Sale Hearings, and (C) Assumption and Assignment Procedures and Form and Manner of Notice of Assumption and Assignment; (II) Authorizing Designation of Stalking Horse Bidders; (III) Scheduling Auctions and Sale Hearings; and (IV) Granting Related Relief* (Docket No. 426), and the *Declaration of Toby King in Support of Sale of Stewardship Health Assets Free and Clear of Liens and Liabilities and Granting Related Relief* (collectively, the “**Sale Declarations**”); and the Court having jurisdiction over the matters raised in the Motion pursuant to 28 U.S.C. § 1334; and the Court having found that this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2) and that the Court may enter a final order consistent with Article III of the United States Constitution; and the Court having found that venue of this proceeding and the Motion in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and the Court having found that proper and adequate notice of the Motion and hearing thereon has been given and that no other or further notice is necessary; and

the Court having entered the *Order (I) Approving (A) Global Bidding Procedures for Sales of the Debtors' Assets, (B) Form and Manner of Notice of Sales, Auctions, and Sale Hearings, and (C) Assumption and Assignment Procedures and Form and Manner of Notice of Assumption and Assignment; (II) Authorizing Designation of Stalking Horse Bidders; (III) Scheduling Auctions and Sale Hearings; and (IV) Granting Related Relief* (Docket No. 626) (the “**Bidding Procedures Order**”); and the Debtors having determined that the highest or otherwise best offer for the Purchased Assets was made by the Buyer pursuant to the APA (such offer, the “**Successful Bid**”); and, contemporaneously herewith, the Debtors having filed and served the *Notice of Designation of Successful Bid and Proposed Sale Order for Stewardship Health* naming the Buyer the Successful Bidder for the Purchased Assets; and upon the Buyer and one or more Debtors having agreed to the terms of the APA with respect to the Sale Transaction; and the Court having conducted a hearing on August 16, 2024 (the “**Sale Hearing**”) to consider the relief requested in the Motion as set forth in this Order; and all parties in interest having been heard or having had the opportunity to be heard regarding the Motion, the Sale Transaction, the APA, and all relief set forth herein; and all objections, if any, to the Motion having been withdrawn, resolved, or overruled on the merits; and upon the record of the Sale Hearing and all of the proceedings had before this Court; and the Court having determined that the legal and factual basis set forth in the Motion establish just cause for the relief granted herein; and the Court having found that the relief requested in the Motion is in the best interests of the Debtors and their respective estates; and the Court having found that proper and adequate notice of the Motion and hearing thereon has been given and that no other or further notice is necessary, it is **HEREBY FOUND AND DETERMINED THAT:**

A. **Findings and Conclusions.** The findings and conclusions set forth herein constitute the Court's findings of fact and conclusions of law pursuant to Bankruptcy Rule 7052, made applicable to this proceeding pursuant to Bankruptcy Rule 9014. To the extent any of the following findings of fact constitute conclusions of law, they are adopted as such. To the extent any of the following conclusions of law constitute findings of fact, they are adopted as such.

B. **Jurisdiction.** The Court has jurisdiction to hear and determine the Motion and to grant the relief requested in the Motion pursuant to 28 U.S.C. § 1334 and the Amended Standing Order of Reference from the United States District Court for the Southern District of Texas, dated May 24, 2012. Without limiting the generality of the foregoing, this Court has exclusive *in rem* jurisdiction over the Purchased Assets pursuant to 28 U.S.C. § 1334(e), as such Purchased Assets are property of the Debtors' chapter 11 estates, and, as a result of such jurisdiction, this Court has all necessary power and authority to grant the relief contained herein. This is a core proceeding within the meaning of 28 U.S.C. § 157(b), and as such, this Court has the authority to enter a final order.

C. **Venue.** Venue of these chapter 11 cases and the Motion in this district is proper under 28 U.S.C. §§ 1408 and 1409.

D. **Statutory Predicates.** The statutory and legal predicates for the relief requested in the Motion are sections 105, 363, and 365 of the Bankruptcy Code, and Rules 2002, 6004, 6006, 9007, 9008, and 9014 of the Bankruptcy Rules, and Local Bankruptcy Rules 1075-1, 4002-1(e), and 9013-1.

E. **Sale Notice.** As evidenced by the certificates of service previously filed with the Court, proper, timely, adequate, and sufficient notice of the Motion (collectively, the "**Sale Notice**"), the APA, the Sale Hearing, the Sale Transaction, and the transactions contemplated

thereby has been provided in accordance with the Bidding Procedures Order, sections 363 and 365 of the Bankruptcy Code, and Bankruptcy Rules 2002, 6004, 6006, 9007, and 9008. The Debtors have complied with all obligations to provide notice of the Motion as set forth in the Bidding Procedures Order.

F. The Sale Notice described above was (a) provided to each party entitled to such notice and proper, timely, adequate, and sufficient notice of the Motion, the Sale Hearing, and the Sale Transaction, including the Acquired Contracts, and (b) is good, sufficient, and appropriate under the circumstances, and was substantively and procedurally fair (and was reasonably calculated to reach and apprise all known and unknown holders of the Liens and Liabilities) to all parties and all potential bidders and no other or further notice of the Motion, the APA, or the Sale Hearing is or shall be required. The disclosures made by the Debtors concerning the Motion, the APA, the Auction, and Sale Hearing were good, complete, and adequate. The requirements of Bankruptcy Rule 6004(a) and the Local Rules are satisfied by such notice. Such Sale Notice provided parties-in-interest with a reasonable and adequate opportunity to object.

G. **Cure Notice.** In accordance with the Bidding Procedures Order, the Debtors have served to, among others, each non-Debtor counterparty to an executory contract or unexpired non-residential real property lease of the Debtors that the Debtors propose to assume and assign to a Successful Bidder setting forth the Debtors' calculations of the amount necessary to cure any monetary defaults under such Acquired Contract (the "**Cure Costs**"), a notice of the Acquired Contracts (the "**Cure Notice**") as (1) evidenced by the certificates of service previously filed with the Court (Docket Nos. 774, 858, 1035, 1129, 1161, 1565, 1575, 1603, 1614, 1657, and 1880), and (2) demonstrated by the evidence presented at the Sale Hearing. Such Cure Notice was provided in accordance with sections 102(1), 363, and 365 of the Bankruptcy Code, and Bankruptcy Rules

2002, 6004, 6006, and 9014 and in compliance with the Bidding Procedures Order, to each party entitled to such notice, including, as applicable: (a) the Office of the United States Trustee for the Southern District of Texas; (b) counsel to the Junior DIP Lender, Prepetition MPT Secured Party, and MPT Lessors, KTBS Law LLP, 1801 Century Park E #2600, Los Angeles, California 90067 (Attn: Thomas E. Patterson, Esq. and Sasha M. Gurvitz, Esq.); (c) counsel to the ABL Lenders, Paul Hastings LLP, 200 Park Avenue, New York, New York 10166 (Attn: Kristopher M. Hansen, Esq., Christopher Guhin, Esq., Jeff Lowenthal, Esq., and Brian Kelly, Esq.); (d) counsel to Siemens Financial Services, Inc., Otterbourg P.C., 230 Park Avenue, New York, New York 10169 (Attn: Andrew Kramer, Esq.); (e) counsel to the FILO DIP Lenders and the FILO Lenders, Milbank LLP, 55 Hudson Yards, New York, New York 10001 (Attn: Dennis Dunne, Esq., Michael Price, Esq., Andrew Harmeyer, Esq., and Brian Kinney, Esq.); (f) counsel to the Official Committee of Unsecured Creditors appointed in the Debtors' chapter 11 cases (the "**Committee**"), Akin Gump Strauss Hauer & Feld LLP, One Bryant Park, New York, New York 10036 (Attn: Brad M. Kahn, Esq., Sarah Link Schultz, Esq., Iain Wood, Esq., and Erica D. McGrady, Esq.); (g) counsel to the Buyer, Kirkland & Ellis, LLP, 601 Lexington Avenue, New York, NY 10022 (Attn: Thomas Marbury; Brian Scharztz, P.C.); (h) the Debtors' 30 largest unsecured creditors (on a consolidated basis); (i) all entities known to have asserted any Lien or Liability on or against the Purchased Assets; (j) all entities that have, to the best of the Debtors' management and advisors' knowledge, expressed written interest in consummating the Sale Transaction with respect to the Purchased Assets within the past twelve (12) months; (k) all other known parties with any interest in the Purchased Assets; (l) all known creditors of the Debtors, including contract counterparties; (m) the Securities and Exchange Commission; (n) the Internal Revenue Service; (o) all other applicable government agencies to the extent required by the Bankruptcy Rules or the Local Rules;

(p) all state attorneys' general in states where the Purchased Assets are located; (q) municipalities in which the Purchased Assets are or will be located as at Closing (as defined below); (r) all affected federal, state, and local regulatory and taxing authorities; (s) those parties entitled to notice pursuant to Local Rule 9013-1(d); and (t) those persons who have formally appeared in these chapter 11 cases and requested service pursuant to Bankruptcy Rule 2002. With respect to entities whose identities are not reasonably ascertained by the Debtors, publication of the Sale Notice in the *Boston Globe*, *Houston Chronicle*, and *New York Times* on June 19, 2024, in the *Arizona Republic*, *Florida Today*, *Indian River Press Journal*, *Miami Herald*, *Midland Reporter-Telegram*, *South Florida Sun Sentinel*, *Texarkana Gazette*, and *Youngstown Vindicator* on June 20, 2024, and in the *Monroe News-Star* on June 23, 2024, and on the website maintained by Kroll Restructuring Administration LLC, the Debtors' claims and noticing agent in these chapter 11 cases, located at <https://restructuring.ra.kroll.com/Steward> on June 5, 2024, as evidenced by the *Certificate of Publication* at Docket No. 1161, was, and is deemed, sufficient and reasonably calculated under the circumstances to reach such entities. *See Certificate of Publication* (Docket No. 1161). The Cure Notice was proper, timely, adequate, and sufficient notices of the Motion, the contracts to be potentially assumed and assigned in connection with the Sale Transaction, including the Acquired Contracts, the Sale Hearing, and the Sale Transaction. Such Cure Notice was and is good, sufficient, and appropriate under the circumstances, and was substantively and procedurally fair (and was reasonably calculated to reach and apprise all known and unknown holders of the Liens and Liabilities) to all parties and all potential bidders and no other or further notice of the Motion, the APA, or the Sale Hearing is or shall be required. Such Cure Notice provided parties in interest, including those with alleged approval or consent right or anti-assignment provision (including a provision that purports to give termination rights to a contract counterparty on account of the sale,

disposition, transfer, or closure by the Debtors of the Debtors' property or assets) contained in an Acquired Contract (collectively, the "**Consent Rights**") with a reasonable and adequate opportunity to object.

H. **Assets Property of the Estate.** The Purchased Assets sought to be sold and assigned by the Debtors to the Buyer pursuant to the APA are property of the Debtors' estates and title thereto is vested in the Debtors' estates.

I. **Sufficiency of Marketing.** As demonstrated by the Motion, the Sale Declarations, and the evidence set forth at the Sale Hearing, the Debtors and their professionals adequately marketed the Purchased Assets and conducted the marketing and sale process as set forth in and in accordance with the Motion and the Global Bidding Procedures (as defined in the Bidding Procedures Order) and conducted a fair and open sale process. The sale process and the Global Bidding Procedures were non-collusive, duly noticed, and provided a full, fair, and reasonable opportunity for any entity to make an offer to purchase the Purchased Assets, and the process conducted by the Debtors pursuant to the Bidding Procedures Order obtained the highest or otherwise best value for the Purchased Assets, and there was no other transaction available or presented that would have yielded a higher or better result for the Purchased Assets. Based upon the record of these proceedings, all creditors and other parties in interest and all prospective Bidders have been afforded a reasonable and fair opportunity to bid for the Purchased Assets, or file a Contract Objection and/or an objection to the Sale Transaction. The marketing process undertaken by the Debtors and their professionals and each of their respective agents and other representatives with respect to the Purchased Assets has been adequate and appropriate and reasonably calculated to maximize the value for the benefit of all of the Debtors' stakeholders in all respects.

J. **Highest or Otherwise Best Offer.** Pursuant to the APA and as further described below, the Buyer has offered to purchase the Purchased Assets from one or more Debtors in exchange for (i) \$245,000,000 in cash (subject to certain adjustments as set forth in Section 1.5 of the APA) and (ii) the assumption of the Assumed Liabilities (as defined in the APA). The Debtors determined, in a valid and sound exercise of their business judgment and following consultation with their financial and legal advisors and a robust and extensive marketing process, the transactions contemplated by the APA represented the highest or otherwise best bid. Therefore, the Buyer's bid was designated the Successful Bid for the Purchased Assets. The Global Bidding Procedures have been complied with in all respects by the Debtors and the Buyer and afforded a full, fair, and reasonable opportunity for any entity or person to make a higher or otherwise better offer for the Purchased Assets. The Debtors have demonstrated that (i) the Successful Bid as reflected in the APA is the highest or otherwise best offer for the Purchased Assets, (ii) the APA and the closing thereon presents the best opportunity to realize the maximum value of the Purchased Assets, and (iii) the Debtors' entry into the APA and consummation of the Sale Transaction (the "**Closing**" and, the date of such Closing, the "**Closing Date**") is a sound exercise of the Debtors' business judgment.

K. **Business Justification; Fiduciary Duties.** No other person or entity or group of entities has offered to purchase the Purchased Assets for greater economic value and/or on better terms to the Debtors' estates than Buyer. Good and sufficient reasons for approval of the APA and the transactions to be consummated in connection therewith have been articulated by the Debtors, and the relief requested in the Motion is in the best interests of the Debtors, their estates, their creditors and other parties in interest. The Debtors have demonstrated both (i) good, sufficient, and sound business purposes and justifications and (ii) compelling circumstances for

the Sale Transaction outside of the ordinary course of business, pursuant to section 363(b) of the Bankruptcy Code, outside of a plan of reorganization, in that, among other things, the immediate consummation of the Sale Transaction to Buyer is necessary and appropriate to maximize the value of the Debtors' assets. The Debtors' decision to enter into the APA and pursue and consummate the Sale Transaction constitutes a proper exercise of the fiduciary duties of the Debtors and their respective directors, managers, and officers. The Sale Transaction must be approved and consummated promptly to maximize the value of the Debtors' estates. Time is of the essence in consummating the Sale Transaction. Given all of the circumstances of these chapter 11 cases and the adequacy and fair value of the Purchase Price, the proposed Sale Transaction constitutes a reasonable and sound exercise of the Debtors' business judgment and should be approved. The consummation of the Sale Transaction and the assumption and assignment of the Acquired Contracts are legal, valid, and properly authorized under all applicable provisions of the Bankruptcy Code, including, without limitation, sections 105(a), 363(b), 363(f), 363(m), and 365 of the Bankruptcy Code, and all of the applicable requirements of such sections have been complied with in respect of the transaction. The Debtors have demonstrated that it is an exercise of their sound business judgment to assume and assign the Acquired Contracts to the Buyer in connection with the consummation of the Sale Transaction, and the assumption and assignment of the Acquired Contracts is in the best interests of the Debtors, their estates, their creditors, and other parties in interest, subject to the requirements applicable to any Disputed Contracts (as defined below) set forth in paragraphs 23–24 of this Order and in the APA. The Acquired Contracts being assigned to the Buyer are an integral part of the Sale Transaction and, accordingly, their assumption and assignment is reasonable and an enhancement to the value of the Debtors' estates. Because the entry into and consummation of the APA constitutes the exercise by the Debtors of

sound business judgment, the Debtors, their respective current and former members, managers, officers, directors, employees, advisors, professionals or agents, shall have or incur no liability to the estates or any holder of a Claim against or interest in the Debtors for any act or omission in connection with, related to, or arising out of the negotiations of the APA or the consummation of the Sale Transaction contemplated thereunder, other than liability of the Debtors arising out of or relating to any willful misconduct or fraud, in each case as determined by a court of competent jurisdiction.

L. **Corporate Authority.** The Debtors have (i) full corporate (or other organizational) power and authority necessary to execute the APA and consummate the Sale Transaction and (ii) taken all corporate (or other organizational) action necessary to authorize and approve the APA and any actions required to be performed by the Debtors to consummate the Sale Transaction. No consents or approvals, other than those explicitly provided for in the APA, are required for the Debtors to consummate the Sale Transaction.

M. **Arm's-Length Sale and Buyer's Good Faith.** The APA was negotiated and is undertaken by the Debtors and the Buyer at arm's length, without collusion or fraud, and in good faith within the meaning of section 363(m) of the Bankruptcy Code. The Buyer (i) recognizes that the Debtors were free to deal with any other party interested in acquiring the Purchased Assets, (ii) complied with the Bidding Procedures Order in all respects, and (iii) willingly subjected its bid to the competitive Global Bidding Procedures with respect to the Purchased Assets. All payments to be made by the Buyer and other agreements or arrangements entered into by the Buyer in connection with the Sale Transaction have been disclosed, and the Buyer has not violated section 363(n) of the Bankruptcy Code by any action or inaction. As a result of the foregoing, the Buyer is a "good faith" Buyer within the meaning of section 363(m) of the Bankruptcy Code, and

as such, is entitled to all of the protections afforded thereby, including in the event this Order or any portion thereof is reversed or modified on appeal.

N. **No Fraudulent Transfer.** The total consideration provided by Buyer pursuant to the APA (a) is fair and reasonable, (b) is the highest or otherwise best offer for the Purchased Assets, and (c) constitutes reasonably equivalent value and fair consideration (as those terms are defined in each of the Uniform Voidable Transactions Act, the Uniform Fraudulent Transfer Act, the Uniform Fraudulent Conveyance Act, and section 548 of the Bankruptcy Code) under the laws of the United States, any state, territory, possession, or the District of Columbia, and may not be avoided under section 363(n) of the Bankruptcy Code or any other applicable law. The APA was not entered into, and the Sale Transaction is not being consummated, for the purpose of hindering, delaying or defrauding creditors of the Debtors under the Bankruptcy Code or under the laws of the United States, any state, territory, possession thereof, or the District of Columbia, or any other applicable law. Neither the Debtors nor the Buyer has entered into the APA or is consummating the Sale Transaction with any fraudulent or otherwise improper purpose.

O. **Valid Transfer.** The Buyer would not have entered into the APA and would not consummate the Sale Transaction, thus adversely affecting the Debtors, their estates, their creditors, their employees, and other parties in interest, if the sale of the Purchased Assets was not free and clear of the Liens (other than the Permitted Liens) and Liabilities (other than the Assumed Liabilities) or if the Buyer would be liable for such Liens and Liabilities, including, without limitation and as applicable, liabilities that are not expressly assumed by the Buyer as set forth in the APA or pursuant to this Order. In closing the Sale Transaction, the Buyer shall be deemed to have materially relied on findings and decrees in this Order. The transfer of the Purchased Assets and the Sale Transaction is a legal, valid, and effective transfer of all of the legal, equitable, and

beneficial right, title, and interest in and to the Purchased Assets free and clear of the Liens (other than the Permitted Liens) and Liabilities (other than the Assumed Liabilities).

P. **Free and Clear.** The Debtors are authorized to sell, and the Buyer shall acquire, the Purchased Assets free and clear of the Liens (other than the Permitted Liens) and Liabilities (other than the Assumed Liabilities) (with such Liens and Liabilities attaching to the proceeds ultimately attributable to the Purchased Assets encumbered by such Liens and Liabilities with the same nature, validity, priority, extent, perfection, and force and effect that the Liens and Liabilities encumbered such Purchased Assets immediately prior to the entry of this Order) because, with respect to each creditor or other person or entity asserting a Lien or Liability one or more of the standards set forth in section 363(f)(1)–(5) of the Bankruptcy Code has been satisfied. Each creditor or other person or entity asserting any Lien or Liability on or against the Purchased Assets (i) has, subject to the terms and conditions of this Order, consented to the Sale Transaction or is deemed to have consented to the Sale Transaction, (ii) could be compelled in a legal or equitable proceeding to accept money satisfaction of such Lien or Liability, or (iii) otherwise falls within the provisions of section 363(f) of the Bankruptcy Code. Those holders of the Liens and Liabilities who did not object (or who ultimately withdrew their objections, if any) to the Sale Transaction or the Motion are deemed to have consented to the Motion and Sale Transaction pursuant to section 363(f)(2) of the Bankruptcy Code.

Q. **No Successor Liability.** Neither the Buyer nor any of its affiliates are successors to the Debtors or their estates by reason of any theory of law or equity, and neither the Buyer nor any of its affiliates shall assume or in any way be responsible for any liability or obligation of any of the Debtors and/or their estates except to the extent explicitly provided for in the APA. Without limiting the generality of the foregoing, and except as otherwise explicitly provided herein or in

the APA, neither the Buyer nor any of its affiliates shall be liable for any claims against the Debtors or any of their predecessors or affiliates, and each of the Buyer and its affiliates shall have no successor or vicarious liabilities of any kind or character, including, without limitation, under any theory of antitrust, environmental, successor, or transfer liability, labor law, de facto merger, mere continuation, or substantial continuation, whether known or unknown as of Closing, now existing or hereafter arising, whether fixed or contingent, whether asserted or unasserted, whether legal or equitable, whether liquidated or unliquidated, including, without limitation, liabilities on account of warranties, intercompany loans, receivables among the Debtors and their affiliates, environmental liabilities, per- and polyfluoroalkyl substances (“PFAS”) liabilities, any taxes arising, accruing, or payable under, out of, in connection with, or in any way relating to the operation of any of the Purchased Assets prior to the Closing. The Buyer is not, and the consummation of the Sale Transaction will not render the Buyer, a mere continuation, and the Buyer is not holding itself out as a mere continuation, of any of the Debtors or their respective estates, enterprise, or operations, and there is no continuity or common identity between the Buyer and the Debtors. Accordingly, the Sale Transaction does not amount to a consolidation, merger, or de facto merger of the Buyer with or into any of the Debtors or their estates and the Buyer is not, and shall not be deemed to be, a successor to any of the Debtors or their estates as a result of the consummation of the Sale Transaction.

R. **Acquired Contracts.** Each and every provision of the Acquired Contracts or applicable non-bankruptcy law that purports to prohibit, restrict, or condition, or could be construed as prohibiting, restricting, or conditioning assignment of any Acquired Contract has been or will be satisfied or is otherwise unenforceable under section 365 of the Bankruptcy Code. All counterparties of the Acquired Contracts that did not or do not timely file an objection

to the assumption and assignment of the Acquired Contract(s) to which they are a counterparty are deemed to consent to the assumption and assignment by the Debtors of their Acquired Contract to the Buyer, and the Buyer shall enjoy all of the rights and benefits under each such Acquired Contract as of the applicable date of assumption and assignment without the necessity of obtaining such non-Debtor party's consent to the assumption or assignment thereof. All counterparties of the Acquired Contracts for which the deadline to file a Contract Objection has not passed as of the date of entry of this Order, and that did not or do not timely file such an objection prior to the applicable deadline, shall be deemed to consent to the assumption and assignment by the Debtors of their Acquired Contract to the Buyer effective as of the Closing Date, and the Buyer shall enjoy all of the rights and benefits under each such Acquired Contract as of the applicable date of assumption and assignment without the necessity of obtaining such non-Debtor party's consent to the assumption or assignment thereof. If a Cure Objection timely filed with respect to an Acquired Contract cannot be resolved by the parties prior to the Closing of the Transaction, the Debtors may assume and assign the applicable Contract(s) or Lease(s) pending resolution of the Cure Objection in accordance with and subject to paragraphs 23–24 of this Order and Section 9.1 of the APA; provided, however, that the Buyer shall pay fair market value for goods and services accepted by the Buyer pending resolution of the Cure Objection. Upon the assignment of the Acquired Contracts to the Buyer in accordance with the terms of the APA, the Acquired Contracts shall be deemed valid and binding, in full force and effect in accordance with their terms, subject to the provisions of this Order, and shall be assigned and transferred to the Buyer, notwithstanding any provision in the Acquired Contracts prohibiting or otherwise restricting assignment or transfer, and the Debtors, their estates, and any of their affiliates, predecessors, successors, or assigns, shall have no further liability or obligation under the Acquired Contracts. To the extent any Acquired

Contract is not an executory contract within the meaning of section 365 of the Bankruptcy Code, it shall be transferred to the Buyer in accordance with section 363 of the Bankruptcy Code and the terms of the APA and, other than with respect to Assumed Liabilities, the Buyer shall not have any liability or obligation for any (i) defaults or breaches under such agreement that relate to acts or omissions that occurred in the period, or otherwise arose, prior to the Closing Date and (ii) claims, counterclaims, offsets, or defenses (whether contractual or otherwise, including, any right of recoupment) with respect to such Acquired Contract, that relate to any acts or omissions that arose or occurred prior to the Closing Date.

S. **Cure/Adequate Assurance.** Pursuant to the APA, the Cure Costs will be paid by the Sellers in accordance with the terms of the APA. For the avoidance of doubt, the Cure Costs shall be paid by the Sellers from sale proceeds under the Purchase Price. The Buyer has demonstrated adequate assurance of future performance of each Acquired Contract within the meaning of section 365 of the Bankruptcy Code that is assumed by the Buyer or any of its permitted assignees to which such Acquired Contract is assumed and assigned by the Debtors, including by providing a promise to perform the Debtors' obligations under such Acquired Contract for periods at or after the Closing. The Cure Costs are deemed the amounts necessary to "cure" (within the meaning of section 365(b)(1) of the Bankruptcy Code) all "defaults" (within the meaning of section 365(b) of the Bankruptcy Code) under such Acquired Contracts that are assumed. The Sellers' payment of Cure Costs in accordance with the terms of the APA and the Buyer's promise under the APA to perform the obligations under the Acquired Contracts as of the Closing, after the Closing Date, shall constitute adequate assurance of future performance under such Acquired Contracts. Subject to the requirements applicable to any Disputed Contracts, as set forth in Section 9.1 of the APA and paragraphs 23–24 of this Order, any objections to the Cure Costs, to

the extent not otherwise resolved, are hereby overruled. To the extent that any counterparty failed to timely object to its Cure Cost or to raise any other alleged default or breach of contract, such counterparty is deemed to have consented to such Cure Cost and to the assignment of its respective Acquired Contract(s) to the Buyer and to have waived any other defaults or breaches. The Court finds that with respect to all Acquired Contracts, the payment of the Cure Costs as provided in the APA is reasonable and appropriate and is deemed to fully satisfy the Debtors' obligations under sections 365(b) and 365(f) of the Bankruptcy Code. Accordingly, all of the requirements of sections 365(b) and 365(f) of the Bankruptcy Code have been satisfied for the assumption by the Debtors, and the assignment by the Debtors to the Buyer, of each Acquired Contract to be assumed and assigned to the Buyer as of Closing.

T. **Assets Assignable.** Each and every provision of the documents governing the Purchased Assets or applicable non-bankruptcy law that purports to prohibit, restrict, or condition, or could be construed as prohibiting, restricting, or conditioning assignment of any of the Purchased Assets, if any, have been or will be satisfied or are otherwise unenforceable under sections 363 or 365 of the Bankruptcy Code, as applicable.

U. **Time of the Essence.** Time is of the essence in consummating the Sale Transaction and each of the transactions contemplated thereby. In order to maximize the value of the Purchased Assets, it is essential that the Sale Transaction and each of the transactions contemplated thereby occur within the time constraints set forth in the APA. Good and sufficient reasons for approval of the APA have been articulated by the Debtors. Upon the entry of this Order, the Debtors and the Buyer, being a good faith Buyer under section 363(m) of the Bankruptcy Code, may close the Sale Transaction and each of the transactions contemplated by the APA at any time after entry of this Order and subject to the terms and conditions of the APA.

V. **No Sub Rosa Plan.** The APA and the Sale Transaction do not constitute a *sub rosa* chapter 11 plan. The APA neither impermissibly restructures the rights of the Debtors' creditors nor impermissibly dictates a chapter 11 plan for the Debtors.

W. **Final Order.** This Order constitutes a final order within the meaning of 28 U.S.C. § 158(a). Notwithstanding Bankruptcy Rules 6004(h) and 6006(d), and to any extent necessary under Bankruptcy Rule 9014 and Rule 54(b) of the Federal Rules of Civil Procedure, as made applicable by Bankruptcy Rule 7054, the Court expressly finds that there is no just reason for delay in the implementation of this Order, and, sufficient cause having been shown, waives any such stay, and expressly directs entry of judgment as set forth herein.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED THAT:

1. **Motion is Granted.** The Motion and the relief requested therein is GRANTED and APPROVED as set forth herein.

2. **Objections Overruled.** All objections, if any, with regard to the relief sought in the Motion that have not been withdrawn, waived, settled, or otherwise dealt with herein are hereby overruled on the merits, with prejudice. All objections to the entry of this Order or to the relief granted herein that were not timely filed are hereby forever barred.

3. **Approval of Sale Transaction.** The APA and all other ancillary documents entered into or delivered in connection therewith, and all of the terms and conditions thereof, are hereby approved in all respects. Pursuant to sections 105, 363(b), 363(f), and 365 of the Bankruptcy Code, the Debtors are hereby authorized to:

- (a) execute any additional instruments or documents that may be reasonably necessary or appropriate to implement the APA, provided that such additional documents do not materially change its terms adversely to the Debtors' estates;
- (b) consummate the Sale Transaction in accordance with the terms and conditions of the APA and the instruments to the APA contemplated thereby, including taking any and all reasonable actions necessary in connection therewith;

- (c) execute and deliver, perform under, consummate, implement, and close fully the transactions contemplated by the APA, including (1) the assumption and assignment to Buyer (in accordance with the APA) of the Acquired Contracts, together with all additional instruments and documents that may be reasonably necessary or desirable to implement the APA and the Sale Transaction, (2) the execution and delivery of all appropriate agreements or other documents of merger, consolidation, sale, restructuring, conversion, disposition, transfer, dissolution, or liquidation containing terms that are consistent with the terms of the APA and that satisfy the requirements of applicable law, (3) the execution and delivery of appropriate instruments of transfer, assignment, assumption, or delegation of any asset, property, right, liability, debt, or obligation on terms consistent with the terms of the APA, (4) the filing of appropriate certificates or articles of incorporation, reincorporation, merger, consolidation, conversion, or dissolution pursuant to applicable state Law the Debtors have satisfied all requirements of sections 363(b) and 363(f) of the Bankruptcy Code, and all other requirements and standards applicable to a sale outside the ordinary course of business, free and clear of the Liens and Liabilities.

The relevant Debtors, their affiliates, and their respective directors, managers, officers, employees, and agents, are authorized to execute and deliver, and authorized to perform under, consummate, and implement all additional notices, assumptions, conveyances, releases, acquittances, instruments and documents that may be reasonably necessary or desirable to implement the APA, including the transfer and, as applicable, the assignment of all the Purchased Assets, the assumption of the Assumed Liabilities, and the assumption and assignment of all the Acquired Contracts, and to take all further actions as may be necessary or appropriate to the performance of the obligations contemplated by the APA without further order of this Court. The Debtors are further authorized, but not directed, to pay, without further order of the Court, whether before, at or after Closing, any expenses or costs required to be paid to consummate the Sale Transaction or for the Debtors to perform their obligations solely in accordance with the APA. With regard to the forms of, timing, and other terms and provisions concerning the consideration to be provided by the Buyer to the Debtors as set forth in the APA, the Buyer and the Debtors are directed to comply with their respective obligations thereunder, and the Buyer and the Debtors, including each of their respective successors and assigns and any trustees, examiners, “responsible persons,” or

other fiduciaries in these chapter 11 cases or upon a conversion to case under chapter 7 of the Bankruptcy Code, are hereby authorized to enforce all such provisions. As further set forth in paragraph 34 hereof, the Court shall retain exclusive jurisdiction with respect to any and all issues, disputes, controversies, causes of action, and/or claims with respect to, or arising under, such provisions, including, without limitation, the enforcement thereof. For the avoidance of doubt, all persons and entities are prohibited and enjoined from taking any action to adversely affect or interfere with the ability of the Debtors to transfer the Purchased Assets to the Buyer in accordance with the APA and this Order.

4. **Sale and Transfer of Assets Free and Clear.** Pursuant to sections 105(a), 363(b), and 363(f) of the Bankruptcy Code, the Debtors, acting by and through their existing agents, representatives, managers, and/or officers, are authorized to transfer the Purchased Assets to Buyer in accordance with the APA, and such transfer shall constitute a legal, valid, binding, and effective transfer of such Purchased Assets and shall vest Buyer with title in and to the Purchased Assets and Buyer shall take title to and possession of the Purchased Assets free and clear of all Liens (other than the Permitted Liens) and all Liabilities (other than the Assumed Liabilities) and other interests of any kind or nature whatsoever, including, but not limited to, “bulk sale” rules (or similar laws) and theories of successor or successor-in-interest liability regardless of whether such theory, rule, or law would purport to provide for Buyer’s direct liability rather than merely as a successor of the Sellers and Claims in respect of the Excluded Liabilities, with all such Liens, Liabilities and other interests to attach to the cash proceeds received by the Debtors that are ultimately attributable to the property against or in which such Liens, Liabilities and other interests are asserted, subject to the terms of such Liens, Liabilities and other interests with the same validity, force, and effect, and in the same order of priority, which such Liens, Liabilities and other interests

have against such Purchased Assets or their proceeds immediately prior to entry of this Order, if any, subject to any rights, claims, and defenses the Debtors and their estates, as applicable, may possess with respect thereto. Unless otherwise expressly included in the definition of “Assumed Liabilities” in the APA, Buyer shall not be responsible for any Liabilities (other than Assumed Liabilities) or Liens (other than Permitted Liens). For the avoidance of doubt, the Excluded Assets, as set forth in Section 1.2 of the APA are not included in the Purchased Assets and such Excluded Assets shall remain property of the Debtors’ estates.

5. Other than with respect to Acquired Avoidance Actions (as defined in the APA), (i) no claims and/or causes of action under chapter 5 of the Bankruptcy Code, are being purchased by, or transferred to, the Buyer, (ii) no claims and/or causes of action that the Debtors may have, if any, against the Debtors’ current and former insiders, affiliates, directors, officers, members, employees, partners, managers, independent contractors, agents, representatives, principals, professionals, consultants, financial advisors, attorneys, accountants, investment bankers, and other professional advisors, whether under the Bankruptcy Code, state or federal law, or otherwise, are being purchased by, or transferred to, the Buyer, and (iii) no claims and/or causes of actions against counterparties to the Debtors’ contracts or leases are being purchased by, or transferred to, the Buyer, and all such claims and/or causes of action in clauses (i) through (iii) herein are preserved for the benefit of the Debtors’ estates.

6. **Binding Effect of Order.** This Order and the APA shall be binding in all respects upon the Debtors, their estates, all creditors of, and holders of equity interests in, the Debtors, all counterparties to Acquired Contracts, all Recording Officers, any holders of the Liens or Liabilities on or against all or any portion of the Purchased Assets (whether known or unknown), the Buyer and all successors and assigns of the Buyer, notwithstanding the dismissal of any of the Debtors’

chapter 11 cases or any subsequent appointment of any trustees, examiners, “responsible persons,” or other fiduciaries in these chapter 11 cases or upon a conversion to case under chapter 7 of the Bankruptcy Code, and the APA shall not be subject to rejection or avoidance under any circumstances. If any order under section 1112 of the Bankruptcy Code is entered, such order shall provide, or be deemed to provide (in accordance with sections 105 and 349 of the Bankruptcy Code) that this Order, including the rights granted to the Buyer hereunder, shall remain effective and, notwithstanding such dismissal, shall remain binding on parties in interest. To the extent of any conflict between this Order and the APA, the terms of this Order shall control.

7. **No Material Modifications.** The APA and any related agreements, documents, or other instruments in effect as of the date hereof may be modified, amended, or supplemented in accordance with the terms thereof, this Order and the Bidding Procedures Order without further order of this Court; provided, however, that any such modification, amendment, or supplement does not have a material adverse effect on the Debtors or their estates as determined in the good faith judgment of the Debtors in consultation with the Committee. For the avoidance of doubt, all other modifications, amendments, or supplements that have a material adverse effect on the Debtors’ estates or their creditors shall require Court approval.

8. **No Bulk Sales.** No bulk sales law or any similar law of any state or other jurisdiction shall apply in any way to the Sale Transaction, the Motion, and this Order.

9. **Valid Transfer.** Effective upon the Closing, the transfer to the Buyer of the Debtors’ right, title, and interest in the Purchased Assets pursuant to the APA shall be, and hereby is deemed to be, a legal, valid and effective transfer of the Debtors’ right, title, and interest in the Purchased Assets, and vests with or will vest in the Buyer all right, title, and interest of the Debtors

in the Purchased Assets, free and clear of the Liens (other than the Permitted Liens) and Liabilities (other than Assumed Liabilities).

10. **Good Faith Buyer.** The Sale Transaction contemplated by the APA is undertaken by the Buyer in good faith, as that term is used in section 363(m) of the Bankruptcy Code, and the Buyer has acted without collusion in undertaking the Sale Transaction contemplated by the APA. Accordingly, the reversal or modification on appeal of the authorization provided herein to consummate the Sale Transaction shall not affect the validity of the sale of the Purchased Assets to the Buyer (including the assumption and assignment by the Debtors of any of the Acquired Contracts), unless such authorization is duly stayed pending such appeal. The Buyer is a Buyer in good faith of the Purchased Assets and is entitled to all of the protections afforded by section 363(m) of the Bankruptcy Code.

11. **Governmental Authorization to Effectuate Sale and Assignments.** Each and every federal, state, local, or foreign government or governmental or regulatory authority, agency, board, bureau, commission, court, department, or other governmental entity, and any other person or entity, is hereby directed to accept (i) any and all documents and instruments in connection with or necessary to consummate the Sale Transaction, (ii) this Order as sufficient evidence of the transfer of right, title, and interest in, to, and under the Purchased Assets, and (iii) any and all documents and instruments necessary and appropriate to consummate the transactions contemplated by the APA subject to the payment of any filing or other fee imposed under non-bankruptcy law. Except as otherwise provided in this Order, to the greatest extent available under applicable law upon the Closing, the Buyer shall be authorized, as of the Closing, to operate under any license, permit, registration, and governmental authorization or approval of the Debtors with respect to the Purchased Assets, and all such licenses, permits, registrations, and

governmental authorizations and approvals are deemed to have been, and hereby are, deemed to be transferred to the Buyer as of the Closing. No governmental unit may revoke or suspend any lawful right, license, trademark, or other permission relating to the use of the Purchased Assets sold, transferred, or conveyed to the Buyer on account of the filing or pendency of these chapter 11 cases or the consummation of the Sale Transaction. For the avoidance of doubt, the Sale Transaction authorized herein shall be of full force and effect, regardless of whether the Debtors or any of their affiliates lack good standing in any jurisdiction in which such entity is formed or is authorized to transact business.

12. **Excluded Assets.** Notwithstanding anything to the contrary in this Order, nothing set forth in this Order shall be deemed to limit, impair or affect in any way the Debtors' right, title, and interest in the Excluded Assets set forth in Section 1.2 of the APA.

Assumption and Assignment of Acquired Contracts

13. **Authorization to Assign.** Notwithstanding any provision of any contract governing the Purchased Assets, including any Acquired Contract to be assumed and assigned to the Buyer as of the Closing pursuant to section 365(f) of the Bankruptcy Code or applicable non-bankruptcy law that prohibits, restricts, or conditions the assignment of the Purchased Assets, including any Acquired Contract, at the Closing, the Debtors shall, in accordance with sections 105(a), 363, and 365 of the Bankruptcy Code, (i) assign the Purchased Assets to the Buyer and (ii) assume and assign the Acquired Contracts to the Buyer as of the Closing, in each case, which assignments shall take place on and be effective as of the Closing or such other date after the Closing Date, subject to the terms of the APA, this Order, the Bidding Procedures Order, or as otherwise provided by a separate order of this Court.

14. There shall be no accelerations, assignment fees, increases, or any other fees charged to the Buyer or the Debtors as a result of the assignment of the Purchased Assets or the assumption and assignment of the Acquired Contracts.

15. The Debtors have met all of the requirements of section 365(b) of the Bankruptcy Code for each of the Acquired Contracts that are to be assumed and assigned to the Buyer as of Closing (or as otherwise provided in the Bidding Procedures Order or the APA). Notwithstanding the foregoing, unless required by the Buyer under the APA for the Debtors to assume and assign any Acquired Contract, no Debtor shall be required by the Court to assume and assign any Acquired Contract, and, if no such assumption and assignment occurs, no Cure Costs shall be due and no adequate assurance of future performance shall be required with respect to any such Acquired Contract.

16. The Debtors' assumption and assignment of the Acquired Contracts is subject to the consummation of the Sale Transaction with the Buyer. Subject to the requirements applicable to any Disputed Contracts set forth in paragraphs 23–24 of this Order and Section 9.1(c) of the APA, to the extent that a Contract Objection by a counterparty to any Acquired Contract is not resolved prior to the Closing, the Buyer, may, without any further approval of the Court or notice to any party, elect to (i) not have the Debtors assume and assign such Acquired Contract to it, or (ii) have the Debtors postpone the assumption of such Acquired Contract until the resolution of such Contract Objection; provided, however, that (a) the Debtors, the Buyer, and the relevant non-Debtor counterparty under each Acquired Contract shall have authority to compromise, settle, or otherwise resolve any objections without further order of, or notice to, this Court and (b) the Buyer shall pay fair market value for goods or services accepted by the Buyer pending resolution of the Contract Objection.

17. **Acquired Contracts.** As of the Closing, subject to the provisions of this Order and in accordance with the APA, the Buyer shall succeed to the entirety of the Debtors' rights and obligations in the Acquired Contracts, subject to the terms of the APA.

- (a) Upon Closing, (i) or as soon as reasonably practicable thereafter, all defaults (monetary and non-monetary) under the Acquired Contracts shall be deemed cured and satisfied in full through and upon the payment of the Cure Costs as agreed between the Debtors and the applicable non-Debtor counterparty, or as determined by the Court (if applicable), (ii) no other amounts will be owed by the Debtors, their estates, or, other than the Assumed Liabilities, the Buyer with respect to amounts first arising or accruing during, or attributable or related to, the period before Closing with respect to the Acquired Contracts, and (iii) any and all persons or entities shall be forever barred and estopped from asserting a Claim against the Debtors, their estates, the Buyer, or the Purchased Assets that any additional amounts are due or defaults exist under the Acquired Contracts that arose or accrued, or relate to or are attributable to the period before the Closing (other than Claims against the Buyer with respect to the Assumed Liabilities). The Sellers' promise, and any payment by Sellers, pursuant to the terms of the APA to pay the Cure Costs and the Buyer's promise to perform the Debtors' obligations under the Acquired Contracts for the period on or after the Closing shall constitute adequate assurance of Buyer's future performance under the Acquired Contracts being assigned to it as of the Closing within the meaning of sections 365(b)(1)(C) and (f)(2)(A)-(B) of the Bankruptcy Code.
- (b) Upon assumption of those Acquired Contracts to be assumed by the Debtors and assigned to the Buyer as of the Closing, such Acquired Contracts shall be deemed valid and binding, in full force and effect in accordance with their terms, subject to the provisions of this Order, and shall be assigned and transferred to the Buyer, notwithstanding any provision in such Acquired Contract or other restrictions prohibiting assignment or transfer. To the extent any Acquired Contract is assumed and assigned to the Buyer under this Order, such assumption and assignment will not take effect until the Closing. Furthermore, other than the Acquired Contracts, no other contract shall be deemed assumed by the Debtors and assigned to the Buyer pursuant to section 365 of the Bankruptcy Code; provided, however, that non-executory contracts and unexpired leases may, but shall not be required, to be listed on Schedule 9.1(a) of the APA—so long as such contracts are otherwise described and/or designated as Acquired Contracts elsewhere in the APA or its schedules—in connection with Sellers' sale of such Acquired Contracts to the Buyer. The failure of the Debtors or the Buyer to enforce at any time one or more terms or conditions of any Acquired Contract shall not be a waiver of such terms or conditions, or of the Debtors' and the Buyer's rights to enforce every term and condition of such Acquired Contract.
- (c) All counterparties to the Acquired Contracts shall cooperate and expeditiously execute and deliver, upon the reasonable request of the Buyer, and shall not charge

the Debtors or the Buyer for, any instruments, applications, consents, or other documents which may be required or requested by any public or quasi-public authority or other party or entity to effectuate the applicable transfers in connection with the Sale Transaction.

18. Notwithstanding the foregoing, the Debtors may amend the list of Acquired Contracts to add or remove any Acquired Contract to or from such list in accordance with the terms of this Order, the APA, and the Bidding Procedures Order until three (3) business days prior to the Closing Date. To the extent the Debtors amend the list of Acquired Contracts to add a new Acquired Contract in accordance with the terms of this Order, the APA, and the Bidding Procedures Order (an “**Additional Acquired Contract**”), the Debtors shall file a notice with the Court and serve such notice on the applicable counterparty. Such notice shall provide the applicable counterparty with 14 days to object to the assumption and assignment of the Additional Acquired Contract by filing an objection with the Court. The Debtors, the Buyer, and the applicable counterparty to an Additional Acquired Contract shall have authority to compromise, settle, or otherwise resolve any properly filed Contract Objections without further order of the Court.

19. If no Contract Objection has been filed, or a Contract Objection has been properly filed but has been resolved by the parties or determined by the Court, this Order shall serve as approval of the assumption and assignment of the applicable Additional Acquired Contract to the Buyer without need for a further notice or order. If a Contract Objection has been properly filed with respect to an Additional Acquired Contract and is not resolved by the parties or determined by the Court prior to the Closing Date, the Debtors’ assumption and assignment of such Additional Acquired Contract shall be subject to the requirements applicable to Disputed Contracts set forth in Sections 1.8 and 9.1 of the APA.

20. All Cure Costs that have not been waived shall be determined in accordance with the Bidding Procedures Order or this Order and paid by the Sellers in accordance with the terms of the APA. For the avoidance of doubt, notwithstanding anything to the contrary in the APA or this Order, the Cure Costs shall be paid by the Sellers from the proceeds of the Sale Transaction. Subject to the requirements applicable to any Disputed Contracts, as set forth in paragraphs 23-24 of this Order and Section 9.1 of the APA, the assumption and payment of the Cure Costs shall be in full satisfaction and cure of any and all defaults under the Acquired Contracts and is deemed to fully satisfy the Debtors' obligations under sections 365(b) and 365(f) of the Bankruptcy Code. Upon the assumption by a Debtor and the assignment to the Buyer of any Acquired Contract, and the Sellers' payment of any applicable Cure Costs, each non-Debtor counterparty to such Acquired Contract is forever barred, estopped, and permanently enjoined from (i) asserting against the Debtors, the Buyer, their affiliates, estates, successors, or assigns, or the property of any of them, any default existing as of the Closing, and (ii) exercising any rights or remedies against any Debtor or the Buyer based on an asserted default that occurred on, prior to, or as a result of, the Closing, including the type of default specified in section 365(b)(1)(A) of the Bankruptcy Code. The Buyer has provided adequate assurance of future performance under the Acquired Contracts within the meaning of sections 365(b)(1)(c) and 365(f)(2)(B) of the Bankruptcy Code. Accordingly, all of the requirements of sections 365(b) and 365(f) of the Bankruptcy Code have been satisfied for the assumption by the Debtors, and the assignment by the Debtors to the Buyer, of each of the Acquired Contracts.

21. To the extent a non-Debtor counterparty to an Acquired Contract fails to timely object to a Cure Cost, such Cure Cost has been and shall be deemed to be finally determined and any such non-Debtor counterparty shall be prohibited from challenging, objecting to, or denying

the validity and finality of the Cure Cost at any time. Consistent with the Bidding Procedures Order, the non-Debtor counterparty to an Acquired Contract is forever bound by the applicable Cure Cost and, upon payment of such Cure Cost as provided herein and in the APA, is hereby enjoined from taking any action against the Buyer, the Debtors, or their estates (or any successor thereto) with respect to any claim for cure under such Acquired Contract. To the extent no timely Contract Objection has been filed and served on the Objection Notice Parties (as defined in the Motion) with respect to an Acquired Contract, the non-Debtor counterparty to such Acquired Contract is deemed to have consented to the assumption and assignment of such Acquired Contract to the Buyer.

22. Without limiting the foregoing, each person or entity who holds a Consent Right will be (i) forever barred from objecting to the transfer, sale, assumption, and assignment of the Debtors' right, title, and interest in, to and under the Purchased Assets to be sold or the Acquired Contracts to be assumed and assigned in connection with the Sale Transaction, free and clear of the Liens (other than the Permitted Liens) and Liabilities (other than the Assumed Liabilities), including any Consent Rights, (ii) deemed to consent to and approve the transfer, sale, and/or assumption and assignment of the Debtors' right, title, and interest in, to and under such Purchased Assets free and clear of the Liens (other than the Permitted Liens) and Liabilities (other than the Assumed Liabilities), including any Consent Rights; and (iii) deemed to waive any termination right arising from the sale, disposition, transfer or closure by the Debtors of the Debtors' property or assets.

23. **Contract Objections.** If a non-Debtor counterparty to any Acquired Contract files a Contract Objection to the assumption and assignment of such Acquired Contract to the Buyer, then such contract shall be deemed a "**Disputed Contract.**" The Debtors shall be authorized to

resolve or settle any Contract Objection to the assumption and assignment of Disputed Contracts in accordance with, and subject to, the terms of the APA and this Order, including with respect to Cure Costs and/or adequate assurance of future performance under the Acquired Contracts without need for any further order or action from this Court.

24. **Assignment of Disputed Contracts.** Any Disputed Contract that is the subject of an unresolved Cure Objection shall not be rejected except pursuant to the terms of the APA and shall, subject to the terms of the APA and the Buyer's designation right thereunder, be assumed and assigned according to the terms of the APA; provided, however, that the Buyer shall pay fair market value for goods or services accepted by the Buyer pending resolution of the Cure Objection.

25. **No Successor Liability.** The Buyer has given substantial consideration under the APA, which consideration shall constitute valid, valuable, and sufficient consideration for the absolution from any potential claims of successor liability of the Buyer to the greatest extent allowed by applicable law and neither the Buyer nor any of their respective affiliates shall be deemed to: (a) be a legal successor, or otherwise deemed to be a successor, to any of the Debtors under any theory of law or equity; (b) have, de facto or otherwise, merged with or into any or all of the Debtors or their estates; (c) have a common identity or a continuity of enterprise with the Debtors; or (d) be a mere continuation or substantial continuation, or be holding itself out as a mere continuation, of the Debtors or any business, enterprise, or operation of the Debtors. Upon the Closing, to the maximum extent available under applicable law, the Buyer's acquisition of the Purchased Assets shall be free and clear of any "successor liability" claims and other types of transferee liability of any nature whatsoever, whether known or unknown and whether asserted or unasserted as of the Closing Date (other than, to the extent applicable, any Assumed Liabilities, Permitted Liens, or as otherwise explicitly provided for in the APA), and the Purchased Assets

shall not be subject to any Liens and/or Liabilities arising under or in connection with any Excluded Asset or Excluded Liability. The operations of the Buyer and their respective affiliates shall not be deemed a continuation of the Debtors' business as a result of the acquisition of the Purchased Assets.

26. **Prohibition of Actions Against Buyer.** Except for the Assumed Liabilities, Buyer shall not have any liability or other obligation of the Debtors arising under or related to any of the Purchased Assets or Excluded Liabilities expressly identified in the APA, including, but not limited to, any liability for any Liens or Liabilities, whether known or unknown as of the Closing, now existing or hereafter arising, whether fixed or contingent, with respect to the Debtors or any obligations of the Debtors, including, but not limited to, liabilities on account of any taxes arising, accruing, or payable under, out of, in connection with, or in any way relating to the operation of the Debtors' business prior to the Closing Date. The sale of the Purchased Assets to Buyer is expressly free and clear of all pending or threatened litigation between the Debtors and any party, and Buyer shall not be, or become, a defendant in any such litigation or participate in such litigation. Any litigation existing between the Debtors and any third party shall be resolved between the Debtors and such third party without the involvement of Buyer, and in no circumstances shall any third party have recourse against Buyer pursuant to such litigation. For the avoidance of doubt, this expressly includes, without limitation, any and all pending litigation by and between any Debtor or Debtor affiliate and (a) any current or future PFAS litigant from injuries caused prior to the Closing Date and (b) the Department of Justice or other governmental entities.

27. Except with respect to the Assumed Liabilities, all persons and entities, including, but not limited to, all debt holders, equity security holders, governmental, tax, and regulatory

authorities, lenders, trade creditors, litigation claimants (including, without limitation, any litigation claimants relating to PFAS), and other creditors, holding Liens, Liabilities, or other interests of any kind or nature whatsoever against or in all or any portion of the Purchased Assets (whether legal or equitable, secured or unsecured, matured or unmatured, contingent or non-contingent, liquidated or unliquidated, senior or subordinate), arising under or out of, in connection with, or in any way relating to the Debtors, the Purchased Assets, the operation of the Debtors' businesses prior to the Closing Date, or the transfer of the Purchased Assets to Buyer in accordance with the APA, are hereby forever barred, estopped, and permanently enjoined from asserting against Buyer, its successors or assigns, its property or the Purchased Assets, such persons' or entities' Liens or Liabilities on or against the Purchased Assets, including, without limitation, the following actions: (a) commencing or continuing in any manner any action or other proceeding against Buyer, its successors, assets, or properties; (b) enforcing, attaching, collecting, or recovering, in any manner, any judgment, award, decree, or order against Buyer, its successors, or their assets or properties; (c) creating, perfecting, or enforcing any Lien, Liability, claim, or interest against Buyer, its successors, their assets, or their properties; (d) asserting any setoff, right of subrogation, or recoupment of any kind against any obligation due Buyer or its successors; (e) commencing or continuing any action, in any manner or place, that does not comply or is inconsistent with the provisions of this Order or other orders of the Court, or the agreements or actions contemplated or taken in respect thereof; or (f) revoking, terminating, or failing or refusing to transfer or renew any license, permit, or authorization to operate any of the Purchased Assets or conduct any of the businesses operated with the Purchased Assets.

28. To the greatest extent available under applicable law, Buyer shall be authorized, as of the Closing Date, to operate under any license, permit, registration, and governmental

authorization or approval of the Debtors with respect to the Purchased Assets to the extent transferred in the APA, and all such licenses, permits, registrations, and governmental authorizations and approvals are deemed to have been transferred to Buyer as of the Closing Date. To the extent provided by section 525 of the Bankruptcy Code, no governmental unit may revoke or suspend any grant, permit, or license relating to the operation of the Purchased Assets sold, transferred, assigned, or conveyed to the Buyer on account of the filing or pendency of these chapter 11 cases or the consummation of the Sale Transaction.

29. Buyer has given substantial and fair consideration under the APA for the benefit of the Debtors, their estates, and their creditors. The consideration given by Buyer shall constitute valid and valuable consideration for the releases of any potential Liens or encumbrances pursuant to this Order, which releases shall be deemed to have been given in favor of Buyer by all holders of Liens or encumbrances against or interests in, or claims against, any of the Debtors or any of the Purchased Assets, other than with respect to the Assumed Liabilities and Permitted Liens. The consideration provided by Buyer for the Purchased Assets under the APA is fair and reasonable and may not be avoided under section 363(n) of the Bankruptcy Code.

30. Notwithstanding the foregoing, nothing herein shall prevent the Debtors from pursuing an action against Buyer arising under the APA or the related documents.

31. The APA and the transactions contemplated thereby cannot be avoided under section 363(n) of the Bankruptcy Code. None of the Debtors, the Buyer, or any of their respective affiliates, officers, directors, members, partners, principals, or shareholders (or equivalent) or any of their respective current and former members, managers, officers, directors, employees, advisors, professionals, agents, predecessors, successors or assigns have engaged in any conduct that would

cause or permit the APA or the consummation of the transactions contemplated thereby to be avoided, or costs or damages to be imposed, under section 363(n) of the Bankruptcy Code.

32. **Release of Escrow Deposit.** Subject to the terms of the APA, the Seller Representative has the authority to instruct the Escrow Agent to release the Deposit to the Seller Representative at, and conditional upon, the occurrence of the Closing, in accordance with the APA.

33. **Surrender of Possession.** Any and all Purchased Assets in the possession or control of any person or entity, including any vendor, supplier, or employee of the Debtors shall be transferred to the Buyer free and clear of all Liens (other than Permitted Liens) and all Liabilities (other than Assumed Liabilities), with such Liens and Liabilities attaching to the proceeds ultimately attributable to the Purchased Assets encumbered by such Liens and Liabilities with the same nature, validity, priority, extent, perfection, and force and effect that such Liens and Liabilities encumbered such Purchased Assets immediately prior to the entry of this Order, and shall be delivered to the Buyer and deemed delivered at the time of Closing (or such other time as provided in the APA), with such costs of delivery allocated in accordance with the APA.

34. **Retention of Jurisdiction.** The Court retains jurisdiction to hear and determine all matters arising from or related to the implementation, interpretation, or enforcement of this Order, the APA, the Sale Transactions, and the Bidding Procedures Order.

35. **Immediate Effect.** Notwithstanding the provisions of Bankruptcy Rules 6004(h) and 6006(d), and pursuant to Bankruptcy Rules 7062 and 9014, this Order shall not be stayed for fourteen (14) days after the entry hereof, but shall be effective and enforceable immediately upon issuance hereof. Time is of the essence in closing the transactions referenced herein, and the Debtors and Buyer intend to close the Sale Transaction as soon as practicable. Any party objecting

to this Order must exercise due diligence in filing an appeal and pursuing a stay, or risk its appeal being foreclosed as moot.

36. **Failure to Specify Provisions.** The failure to specifically reference any particular provisions of the APA or other related documents in this Order shall not diminish or impair the effectiveness of such provisions, it being the intent of the Court that the APA and other related documents be authorized and approved in their entirety. To the extent that this Order is inconsistent with any prior order or pleading with respect to the Motion in these chapter 11 cases, the terms of this Order shall control and any prior orders shall be deemed amended or otherwise modified to the extent required to permit consummation of the Sale Transaction. Unless otherwise agreed to in writing by the Debtors, in consultation with the Committee, and the Buyer, neither the Debtors nor the Buyer shall seek to modify this Order in any chapter 11 plan confirmed in these chapter 11 cases or any subsequent order(s) of this Court.

37. **Release of Liens and Liabilities.** Effective upon the Closing Date, this Order (i) is and shall be effective as a determination that all Liens (other than Permitted Liens) and Liabilities (other than Assumed Liabilities) of any kind or nature whatsoever existing as to the Purchased Assets prior to the Closing Date have been unconditionally released, discharged, and terminated (with such Liens and/or Liabilities attaching to the proceeds ultimately attributable to the Purchased Assets encumbered by such Liens and Liabilities with the same nature, validity, priority, extent, perfection, force and effect that such claims, encumbrances, liens or liabilities encumbered such Purchased Assets immediately prior to the entry of this Order) and that the conveyances described herein have been effected, (ii) is and shall be binding upon and shall govern the acts of all entities, including all filing agents, filing officers, title agents, title companies, recorders of mortgages, recorders of deeds, registrars of deeds, administrative agencies or units, governmental

departments or units, secretaries of state, federal, state and local officials and all other persons and entities who may be required by operation of law, the duties of their office, or contract, to accept, file, register or otherwise record or release any documents or instruments, or who may be required to report or insure any title or state of title in or to the Purchased Assets conveyed to the Buyer (all such entities being referred to as “**Recording Officers**”), and all recorded claims, encumbrances, liens or liabilities (other than the Assumed Liabilities and as otherwise provided in the APA) against the Purchased Assets shall be deemed stricken from such entities records, official and otherwise. Effective as of the Closing, all Recording Officers are authorized and specifically directed to strike recorded encumbrances, claims, liens, pledges, and other interests against the Purchased Assets recorded prior to the date of this Order. Effective as of the Closing, all certified copy of this Order may be filed with the appropriate Recording Officers to evidence cancellation of any recorded encumbrances, claims, liens, pledges, and other interests against the Purchased Assets recorded prior to the date of the Closing. All Recording Officers are hereby directed to accept for filing any and all of the documents and instruments necessary, advisable or appropriate to consummate the transactions contemplated by the APA, subject to the payment of any filing or other fee imposed under non-bankruptcy law.

38. **Approval to Release Liens and Liabilities.** All entities, including without limitation all trustees or collateral agents, are authorized and directed to file and/or execute lien releases, including financing statement terminations, mortgage releases or other documents or agreements evidencing release of Liens or Liabilities on or against the Purchased Assets (other than Assumed Liabilities, Permitted Liens, and as otherwise provided in the APA). If any person or entity that has filed financing statements, mortgages, mechanic’s liens, or other documents or agreements evidencing any Lien or Liability on or against the Purchased Assets (other than

Assumed Liabilities, Permitted Liens, and as otherwise provided in the APA) shall not have delivered to the Debtors before the Closing Date, in proper form for filing and executed by the appropriate parties, termination statements, instruments of satisfaction, releases of liens and easements, and any other documents necessary for the purpose of documenting the release of all Liens (other than the Permitted Liens) and Liabilities (other than the Assumed Liabilities) on or against the Purchased Assets that the person or entity has or may assert with respect to the Purchased Assets, the Debtors and the Buyer are hereby authorized to execute and file such statements, instruments, releases, and other documents on behalf of such person or entity with respect to the Purchased Assets. The Buyer is hereby authorized to file, register, or otherwise record a certified copy of this Order, which, once filed, registered, or otherwise recorded, shall constitute conclusive evidence of the release of Liens (other than the Permitted Liens) and Liabilities (other than the Assumed Liabilities) on or against the Purchased Assets. This Order is deemed to be in recordable form sufficient to be placed in the filing or recording system of each and every federal, state, or local government agency, department, or office.

39. **Amounts Payable by Debtors.** Any amounts payable by any Debtor under the agreements or any of the documents delivered by any Debtor in connection with the APA shall be paid in the manner provided in the APA, without further order of this Court, and, to the extent unpaid, shall be allowed administrative claims in an amount equal to such payments in accordance with sections 503(b) and 507(a)(2) of the Bankruptcy Code.

40. The Debtors shall apply the Net Proceeds (as defined in the FILO DIP Credit Agreement)³ of the Sale Transaction in accordance with the terms of the FILO DIP Documents and the FILO DIP Order.

41. **Subsequent Plan Provisions.** Unless otherwise agreed to in writing by the Debtors, in consultation with the Committee, and the Buyer, nothing contained in any chapter 11 plan confirmed in the Debtors' cases or any order confirming any such plan or in any other order in these chapter 11 cases (including any order entered after any conversion of any of these cases to a case under chapter 7 of the Bankruptcy Code) or any related proceeding subsequent to entry of this Order shall alter or amend the provisions of the APA or this Order.

42. **Mutual Release.** Unless otherwise expressly set forth herein or in the APA or in connection with enforcing the terms of this Order and/or the APA (or any document, instrument, or agreement executed to implement the APA), neither the Debtors or the Buyer, nor any of the Debtors', Buyer's, or their current or former respective affiliates, subsidiaries, directors, officers, agents, successors, trustees, assigns, or advisors (collectively, "**Released Parties**") shall have or incur any liability to, or be subject to any action, claims, interests, obligations, rights, suits, damages, causes of action, remedies, and any other liabilities whatsoever by any other Released Party arising out of, or otherwise in connection with, any act or omission related to the negotiations, investigation, preparation, execution or delivery of the APA, and the entry into and consummation of the Sale Transaction, other than any liability arising out of or relating to any willful misconduct or fraud, in each case as determined by a court of competent jurisdiction.

³ Capitalized terms used in this paragraph but not otherwise defined in this Order shall have the meanings ascribed to them in the FILO DIP Order.

43. **Calculation of Time.** All time periods set forth in this Order shall be calculated in accordance with Bankruptcy Rule 9006.

44. **Challenges.** For the avoidance of doubt, nothing in this Order or the APA shall prejudice the rights of the Committee with respect to any Challenge.⁴ Notwithstanding anything set forth in this Order or the APA, all rights of the Committee with respect to any Challenge, and any remedies associated with a successful Challenge, are expressly preserved.

45. Nothing in this Order shall affect any party's rights, claims, defenses, or arguments with respect to any sales other than the Sale Transaction.

46. **Further Assurances.** From time to time, as and when reasonably requested by any party, each party, acting by and through their existing agents, representatives, managers, and/or officers, shall execute and deliver, or cause to be executed and delivered, all such documents and instruments and shall take, or cause to be taken, all such further or other actions as such other party may reasonably deem necessary or desirable to consummate the transactions contemplated by the APA, including such actions as may be necessary to vest, perfect, or confirm, of record or otherwise, in Buyer its right, title, and interest in and to the Purchased Assets.

47. **Satisfaction of Conditions Precedent.** Neither the Buyer nor the Debtors shall have an obligation to close the Sale Transaction until all conditions precedent in the APA to each of their respective obligations to close the Sale Transaction have been satisfied or waived in accordance with the terms of the APA.

⁴ **"Challenge"** shall have the meaning ascribed to it in the *Final Order (I) Authorizing the Debtors to (A) Obtain Junior Lien Postpetition Financing, (B) Use Cash Collateral, and (C) Grant Liens and Provide Superpriority Administrative Expense Claims; (II) Granting Adequate Protection to Certain Prepetition Secured Parties; (III) Modifying the Automatic Stay; and (IV) Granting Related Relief* (Docket No. 625) and the *Final Order (I) Authorizing the Debtors to (A) Obtain New Postpetition Financing, (B) Use Cash Collateral, and (C) Grant Liens and Provide Superpriority Administrative Expense Claims; (II) Granting Adequate Protection to Certain Prepetition Secured Parties; (III) Modifying the Automatic Stay; and (IV) Granting Related Relief* (Docket No. 1538) (the **"FILO DIP Order"**).

48. **Provisions Non-Severable.** The provisions of this Order are non-severable and mutually dependent.

Dated: _____, 2024
Houston, Texas

UNITED STATES BANKRUPTCY JUDGE

Exhibit 1

Asset Purchase Agreement

ASSET PURCHASE AGREEMENT

BY AND AMONG

BRADY HEALTH BUYER, LLC

AS A BUYER,

STEWARDSHIP HEALTH, INC.,
AS SELLER REPRESENTATIVE,

STEWARDSHIP HEALTH MEDICAL GROUP, INC.,
STEWARDSHIP SERVICES, INC.,
STEWARD HEALTH CARE NETWORK, INC.,
STEWARD MEDICAID CARE NETWORK, INC.,
STEWARD HEALTH CARE NETWORK ACO TEXAS, INC.,
HERITAGE TECHNOLOGIES, LLC,
STEWARD MEDICAL GROUP, INC.,
PERMIAN PREMIER HEALTH SERVICES, INC.,
PHYSICIAN GROUP OF ARKANSAS, INC.,
PHYSICIAN GROUP OF ARIZONA, INC.,
STEWARD ST. ELIZABETH'S MEDICAL CENTER OF BOSTON, INC.,
STEWARD HEALTH CARE SYSTEM, LLC,
IASIS HEALTHCARE, LLC,

EACH AS A SELLER AND TOGETHER WITH SELLER REPRESENTATIVE, SELLERS

Dated as of August 12, 2024

TABLE OF CONTENTS

	Page
1. SALE OF PURCHASED ASSETS AND CERTAIN RELATED MATTERS.....	2
1.1 Sale of Purchased Assets	2
1.2 Excluded Assets	4
1.3 Assumed Liabilities	5
1.4 Excluded Liabilities	6
1.5 Purchase Price; Adjustments.....	6
1.6 Delivery of Estimated Closing Statement.....	7
1.7 Closing Date Payments	7
1.8 Post-Closing Adjustment to Purchase Price	8
1.9 Withholding Rights.....	10
1.10 Physical Inventory	11
2. CLOSING	11
2.1 Closing	11
2.2 Deliveries of Sellers at the Closing.....	11
2.3 Deliveries of Buyer at the Closing.....	12
2.4 Certain Payor Agreements; Professional Services Agreement	12
3. REPRESENTATIONS AND WARRANTIES OF SELLERS.....	13
3.1 Organization and Qualification.....	13
3.2 Authority; Execution and Delivery.....	13
3.3 Financial Statements	14
3.4 Conflicts; Consents of Third Parties	15
3.5 Permits	15
3.6 Accreditation.....	16
3.7 Private Programs; Reimbursement	16
3.8 Material Contracts.....	16
3.9 Litigation.....	18
3.10 Compliance with Laws	19
3.11 Healthcare Laws	19
3.12 HIPAA, Information Privacy and Security Compliance.....	20
3.13 Employee Benefit Plans.....	21
3.14 Environmental Matters	23
3.15 Labor.....	23
3.16 Insurance.....	25
3.17 Taxes.....	25
3.18 Condition and Title of Assets; Sufficiency of Assets	26
3.19 Real Property	26
3.20 Intellectual Property.....	27
3.21 Absence of Changes.....	28
3.22 Brokers and Finders	28
3.23 Related Party Agreements.....	28
3.24 Sanctions, Import, and Export Controls.....	28
3.25 Anti-Money Laundering, Anti-Corruption and Anti-Bribery Laws	28
3.26 No Other Representations or Warranties	28

4.	REPRESENTATIONS AND WARRANTIES OF BUYER.....	29
4.1	Organization and Good Standing.....	29
4.2	Authorization of Agreement	29
4.3	Conflicts; Consents of Third Parties	29
4.4	Litigation.....	30
4.5	Brokers and Finders	30
4.6	Financial Capability	30
4.7	Due Diligence; Independent Investigation.....	31
5.	PRE-CLOSING COVENANTS OF SELLERS AND BUYER.	32
5.1	Access; Information	32
5.2	Conduct of the Business	32
5.3	Consents to Assignment.....	35
5.4	Regulatory Approvals	36
5.5	Efforts to Consummate; Further Assurances	37
5.6	Confidentiality	37
5.7	Financing Cooperation.....	37
6.	ADDITIONAL AGREEMENTS.....	39
6.1	Employees.....	39
6.2	Post-Closing Receipt of Assets or Excluded Assets	43
6.3	Shared Payor Contracts.....	44
6.4	New MPT Leases.....	45
6.5	Medical Records	45
6.6	Transitional Trademark License	45
6.7	Physician Specialist Subleases for Co-Located Leases	45
6.8	USFHP Pharmacy Licensure Process	45
6.9	Unassumed Leased Real Property	46
6.10	BMI.....	46
6.11	Rejection Order.....	46
6.12	HC MSA	47
7.	CONDITIONS PRECEDENT TO OBLIGATIONS OF BUYER.	47
7.1	Representations and Warranties.....	47
7.2	Performance	47
7.3	Material Adverse Effect.....	47
7.4	Regulatory Approvals	47
7.5	No Restraints.....	47
7.6	Closing Documents.....	48
7.7	Sale Order	48
7.8	Credentialing Under Certain Payor Contracts	48
7.9	No Rejection of Related Party Leases	48
7.10	Rejection of CareMax-Steward Contracts	48
7.11	MassHealth	48
8.	CONDITIONS PRECEDENT TO OBLIGATIONS OF SELLERS.....	48
8.1	Representations and Warranties.....	48
8.2	Performance	49
8.3	No Restraints.....	49
8.4	Regulatory Approvals	49
8.5	Closing Documents.....	49

8.6	Sale Order	49
9.	BANKRUPTCY PROVISIONS.....	49
9.1	Assumption of Executory Contracts	49
9.2	Bankruptcy Court Matters.....	51
10.	TAX MATTERS.....	51
10.1	Allocation of Purchase Price.....	51
10.2	Tax Returns.....	52
10.3	Cooperation.....	53
10.4	Transfer Taxes	53
11.	TERMINATION.....	53
11.1	Termination of Agreement.....	53
11.2	Deposit	54
11.3	Procedure upon Termination.....	55
11.4	Effect of Termination.....	55
12.	GENERAL.....	55
12.1	Expenses	55
12.2	Governing Law; Jurisdiction; Consent to Service of Process; Waiver of Jury.....	55
12.3	Entire Agreement.....	56
12.4	Amendments and Waivers	57
12.5	Notices	57
12.6	Severability	58
12.7	Binding Effect; Assignment.....	58
12.8	No Third Party Beneficiaries	59
12.9	Non-Recourse	59
12.10	Specific Performance	59
12.11	Release	60
12.12	Counterparts.....	60
12.13	Survival.....	60
12.14	Definitional and Interpretive Matters.....	60
12.15	Debt Financing.....	62

LIST OF ANNEXES, SCHEDULES AND EXHIBITS

Annexes

Annex A.....	Definitions
--------------	-------------

Schedules

Schedule A-1....	Employed Physicians
Schedule A-2....	Intercompany Agreements
Schedule A-3....	Existing MPT Real Property Leases
Schedule A-4....	Non-Physician Providers
Schedule A-5....	[Reserved]
Schedule A-6....	Practice Locations
Schedule A-7....	Shared Payor Agreements
Schedule A-8....	Tenant Leases
Schedule A-9....	Third-Party Leases
Schedule A-10..	SMG FFS Agreements

Exhibits

Exhibit A	Working Capital
Exhibit B	Form of Lease Assignment and Assumption Agreement
Exhibit C	Form of Bill of Sale and Assignment and Assumption Agreement
Exhibit D	Form of Transition Services Agreement
Exhibit E	Form of Employee Contract Assignment and Assumption Agreement
Exhibit F	Form of Management Services Agreement
Exhibit G	Medical Records Access Agreement
Exhibit H	Professional Services Agreement
Exhibit I	Term Sheet of USFHP Pharmacy Transition Agreement
Exhibit J	Sale Order

ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (this “**Agreement**”) is made and entered into effective as of August 12, 2024, by and among Stewardship Health, Inc., a Delaware corporation (“**Seller Representative**”), Stewardship Health Medical Group, Inc., a Massachusetts Chapter 180 corporation (“**SHMG**”), Steward Health Care Network, Inc., a Delaware corporation (“**SHCN**”), Stewardship Services, Inc., a Delaware corporation (“**SSI**”), Steward Medicaid Care Network, Inc., a Delaware corporation (“**SMCN**”), Steward Health Care Network ACO Texas, Inc., a Texas 509(a)(1) corporation (“**SHCN ACO**”), Heritage Technologies LLC dba Desert Grove Family Medical, an Arizona limited liability company (“**Heritage**”), Steward Medical Group, Inc., a Massachusetts non-profit corporation (“**SMG**”), Permian Premier Health Services, Inc., a Texas corporation (“**Permian**”), Physician Group of Arkansas, Inc., a Delaware corporation (“**AR**”), Physician Group of Arizona, Inc., a Delaware corporation (“**AZ**”), Steward St. Elizabeth’s Medical Center of Boston, Inc., a Delaware Corporation (“**SEMC**”), Steward Health Care System, LLC, a Delaware limited liability company (“**SHCS**”) and IASIS Healthcare, LLC, a Delaware limited liability company (“**IASIS**” and, together with Seller Representative, SHMG, SHCN, SSI, SMCN, SHCN ACO, Heritage, SMG, Permian, AR, AZ, SEMC and SHCS, collectively, the “**Sellers**” and each a “**Seller**”), and Brady Health Buyer, LLC, a Delaware limited liability company (the “**Buyer**”). Buyer and Sellers may be referred to herein collectively as the “**Parties**” and each individually as a “**Party**”.

The capitalized terms used herein shall have the meanings ascribed to them in Annex A unless the context indicates otherwise.

WITNESETH

WHEREAS, on May 6, 2024 (the “**Petition Date**”), Sellers and certain of their Affiliates filed voluntary petitions for relief under chapter 11 of title 11 of the United States Code, 11 U.S.C. § 101 et seq. (the “**Bankruptcy Code**”) in the United States Bankruptcy Court for the Southern District of Texas (the “**Bankruptcy Court**”), and such cases are being jointly administered under case number 24-90213 (collectively, the “**Chapter 11 Cases**”);

WHEREAS, the Purchased Assets and Assumed Liabilities constitute (i) a fee for service and value-based healthcare platform consisting of and including an employed and affiliated primary care and specialist Physician and Provider network operating across seven (7) states, including Arizona, Ohio, Massachusetts, Pennsylvania, New Hampshire, Florida and Texas (“**Provider Business**”), and (ii) participation in a Uniformed Services Family Health Plan through a Contract with Brighton Marine, Inc. (the “**USFHP Business**” and together with the Provider Business, the “**Business**”);

WHEREAS, Sellers desire to sell and cause Seller Parties to sell to Buyer, and the Buyer desires to purchase from Sellers and Seller Parties the Purchased Assets and assume the Assumed Liabilities, on the terms and subject to the conditions set forth in this Agreement;

WHEREAS, concurrently with the execution and delivery of this Agreement, and as a condition and material inducement to the willingness of Sellers to enter into this Agreement, the Sponsors are entering into and delivering to the Seller Representative an equity commitment letter (the “**Equity Commitment Letter**”) with respect to certain obligations of Buyer hereunder; and

WHEREAS, Sellers and Buyer have negotiated in good faith and at arm’s length for the purchase and sale of the Purchased Assets and the assumption of the Assumed Liabilities, on the terms and subject to the conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements hereinafter contained, the Parties hereby agree as follows:

1. SALE OF PURCHASED ASSETS AND CERTAIN RELATED MATTERS.

1.1 Sale of Purchased Assets. On the terms and subject to the conditions contained herein and the Transaction Documents, at and effective as of the Closing, each Seller shall and shall cause each Seller Party to sell, transfer, assign, convey and deliver to Buyer, free and clear of all Liens (other than Permitted Liens) and all Liabilities (other than Assumed Liabilities), and Buyer shall purchase from Sellers and Seller Parties all of such Seller's and Seller Party's right, title and interest in and to the Purchased Assets. "**Purchased Assets**" means, other than the Excluded Assets, all assets, properties, rights, claims and interests of every description, wherever situated and of whatever kind and nature, whether real, personal or mixed, tangible or intangible, owned or leased by any Seller and primarily used or held for use in the operation of, or otherwise primarily relating to, the Business, including the following items (in each case, other than the Excluded Assets and in each case, as the same shall exist as of the Closing):

(a) leasehold title to the Leased Real Property subject to Tenant Leases and Third Party Leases that are Assumed Contracts (which excludes, for the avoidance of doubt, the Existing MPT Real Property Leases), and all other interests of Sellers in all Tenant Leases and Third-Party Leases that are Assumed Contracts (which excludes, for the avoidance of doubt, the Existing MPT Real Property Leases);

(b) all buildings, structures, improvements, furnishings, furniture, and fixtures located on any Leased Real Property subject to Tenant Leases and Third Party Leases that are Assumed Contracts which are owned by any Seller, regardless of whether title to such buildings, structures, improvements, furnishings, furniture or fixtures are subject to reversion to the landlord or other third party upon the expiration or termination of the Seller's rights thereunder;

(c) all Personal Property;

(d) all Prepaid Expenses;

(e) subject to Section 6.5, the books and records of Sellers including all of the Sellers' medical records for patients and all claims data, information and, as applicable, medical records of beneficiaries for whom a Stewardship Seller arranges, manages or coordinates care in relation to the Business that are in Sellers' possession or control and related to the period preceding the Closing, including hard copy, electronic, and other forms of same (the "**Medical Records**"), except to the extent assignment or transfer thereof to Buyer would violate Law;

(f) employment agreements and offer letters for the Providers (collectively, the "**Provider Employment Agreements**") that are Assumed Contracts and personnel files and other employment-related documentation for the Transferred Employees, to the extent permitted to be transferred by applicable Law;

(g) all of the interests of any Seller and Seller Party, as applicable, in all Executory Contracts set forth on the Contract & Cure Schedule, as will be delivered, and may be amended from time-to-time, in accordance with Section 9.1 (the "**Assumed Contracts**");

(h) the Permits set forth on Schedule 1.1(h) (the "**Transferred Permits**");

(i) any and all Information Technology Systems set forth on Schedule 1.1(i) (the "**Transferred Information Technology Systems**");

- (j) any and all Company Data;
- (k) any goodwill associated with, or relating to, the Business, the Assumed Liabilities and the Purchased Assets, including any Transferred Intellectual Property;
- (l) all Tax refunds, credits, or other assets or recoveries in relation to Taxes, in each case, to the extent relating to Taxes with respect to a Post-Closing Tax Period (other than Tax refunds, credits or other assets or recoveries with respect to Taxes that are Excluded Liabilities);
- (m) all Inventory;
- (n) any and all Owned Intellectual Property as set forth on Schedule 1.1(n), and any rights to Licensed Intellectual Property granted pursuant to an Assumed Contract (together, the “**Transferred Intellectual Property**”);
- (o) all deposits (including customer deposits and security for rent, electricity, telephone or otherwise) and other similar assets related to or made in connection with any of the Purchased Assets, including all security deposits deposited by or on behalf of any Seller or Seller Party as lessee or sublessee, under any Third Party Leases or Tenant Leases that is an Assumed Contract;
- (p) all Personal Information to the extent it is transferable under the Bankruptcy Code and applicable Laws, Sellers’ contractual obligations and privacy policies or notices of Sellers in effect at the time of collection of such information;
- (q) all Avoidance Actions (1) against any Transferred Employees or (2) arising under any (A) Assumed Contract that is actually assumed and assigned to the Buyer under Section 365 of the Bankruptcy Code or (B) Contract that is otherwise transferred to, and held solely by, Buyer (the “**Acquired Avoidance Actions**”); provided, that Buyer will not pursue or cause to be pursued either directly or indirectly any Acquired Avoidance Actions except as a defense (to the extent permitted under applicable Law) against any Action asserted by any such counterparty;
- (r) all rights of Seller or any Seller Party under any non-disclosure or confidentiality, non-compete, non-interference or non-solicitation agreements with current or former employees and agents of Seller or any Seller Party or with third parties (to the extent such agreements are, or are set forth in, Assumed Contracts), in each case, related to the Purchased Assets or the Business (or any portion thereof) or any Transferred Employee or any Provider;
- (s) any and all insurance proceeds, in respect of loss or damage that occurs by act of God, fire, explosion, collision, earthquake, windstorm, flood, hurricane, tropical storm, terrorism, or other casualty or condemnation taking under the right of eminent domain, but excluding any loss or damage as a result of depreciation or ordinary wear and tear, to any of the Purchased Assets or the Business, in each case, to the extent occurring on or after the date hereof, and all rights and claims of Seller or any Seller Party to any such insurance proceeds not paid by the Closing;
- (t) copies of any Tax Returns (including any records or working papers related thereto) solely with respect to Property Taxes and sales and use Taxes, in each case, with respect to the Business and the Purchased Assets;
- (u) all policies and procedure manuals primarily used in connection with or otherwise primarily related to the Business;

(v) all Surplus Receivables, including those set forth in the calculation of Net Working Capital; and

(w) the assets set forth on Schedule 1.1(w), in the case of any such asset that is a Contract, to the extent such Contract is an Assumed Contract.

1.2 Excluded Assets. Notwithstanding anything herein to the contrary, the following assets, properties, rights, and interests, wherever situated, of Sellers and Seller Parties, are not part of the Transactions and are excluded from the Purchased Assets (collectively, the “**Excluded Assets**”):

(a) Permits and Approvals and all accreditations that are used or held for use in the Business or have been obtained by or issued to or on behalf of any Seller (including any such Permits, Approvals or accreditations that are pending), other than the Transferred Permits;

(b) any bank account of Sellers, and all cash and cash equivalents, securities, investments, endorsements, charitable contributions, deferred gifts, endowment funds and other similar charitable interests, bond funds and other funds created by bond indentures;

(c) all accounts receivable (including but not limited to, all patient and non-patient accounts receivable, 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 Sellers, whether or not in connection with their respective businesses (including the Business prior to the Closing), incurred prior to the Closing, other than the Surplus Receivables;

(d) except as provided in Section 1.1(s), all Insurance Policies, and all related premiums, proceeds and refunds relating thereto;

(e) the sponsorship of and all of the assets relating to the Company Benefit Plans (other than the Provider Employment Agreements assumed pursuant to Section 1.1(f) above) and records relating thereto;

(f) all Organizational Documents, corporate records, stock books, or other records relating to the corporate organization of, and any Tax Returns (other than copies of Tax Returns that constitute Purchased Assets) of or with respect to (including any records or working papers related thereto), any Seller or any of its Affiliates, subject to Section 6.2;

(g) rights that accrue or will accrue to Sellers under this Agreement or the other Transaction Documents;

(h) any books and records that by Law or by Order of the Bankruptcy Court which Sellers or any of their Affiliates are required to retain in their possession;

(i) the Excluded Contracts, including, without limitation, any Contracts that are set forth on Schedule 1.2(i);

(j) all rights of Sellers to Tax refunds, credits or other assets or recoveries in relation to Taxes, in each case, other than any refund, credit or other recovery relating to Taxes that is a Purchased Asset;

(k) Sellers' assets held in connection with any self-funded insurance programs and reserves of Sellers of any of their Affiliates, if any, and any assets under medical malpractice risk pools and workers' compensation and employee retirement programs;

(l) all claims, counterclaims, defenses, rights of set off, rights or cause of action of Sellers against third parties, including those relating to the Excluded Assets or the Excluded Liabilities or arising in connection with the Chapter 11 Cases and Avoidance Actions (other than the Acquired Avoidance Actions);

(m) any intercompany receivables between any Seller, on the one hand, and any other Seller or non-Seller Affiliates, on the other hand, and any claims, causes of action, choses in action, rights of recovery, rights of set off and rights of recoupment of Sellers, and any payments, awards or other proceeds resulting therefrom, other than the Surplus Receivables;

(n) any trustee held bond reserve funds or surety bonds;

(o) all writings and other items that are protected from discovery by the attorney-client privilege, the attorney work product doctrine;

(p) any and all Intellectual Property, other than the Transferred Intellectual Property;

(q) any and all Information Technology Systems, other than the Transferred Information Technology Systems;

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

(s) all Personal Information to the extent transfer is not permitted by Sellers' contractual obligations, privacy policies or notices of Sellers in effect at the time of collection of such information;

(t) the Existing MPT Real Property Leases; and

(u) any asset specifically identified on Schedule 1.2(u).

1.3 Assumed Liabilities. On the terms and subject to the conditions set forth in this Agreement, Buyer shall assume at and effective as of the Closing and be responsible for the payment and performance of only the following Liabilities of Sellers and Seller Parties (collectively, the "**Assumed Liabilities**"), in each case, to the extent not otherwise discharged by the Sale Order:

(a) all Liabilities arising under the Assumed Contracts, but only to the extent that such Liabilities are required to be performed after the Closing, and to the extent such Liabilities do not relate to any failure to perform, improper performance, warranty or other breach, default or violation by Seller or any Seller Party on or prior to the Closing;

(b) all Liabilities arising out of the use, ownership or operation of the Purchased Assets by Buyer or its Affiliates and first arising after the Closing;

(c) all current Liabilities included in the calculation of Net Working Capital, as reflected in the Closing Statement as finally determined pursuant to Section 1.9;

(d) all Property Taxes with respect to the Purchased Assets that are attributable to the post-Closing portion of any Straddle Period, determined in accordance with Section 10.2(c), and for which any Seller remains liable under applicable Law; and

(e) any Liabilities specifically assumed by Buyer under Section 6.1.

1.4 Excluded Liabilities. Other than the Liabilities of the Sellers and Seller Parties specifically designated as Assumed Liabilities being assumed effective as of the Closing, Buyer is not assuming and shall not be responsible to pay, perform, or discharge, and none of the Purchased Assets shall be or become liable for or subject to, any Liabilities, including, for the avoidance of doubt, all Cure Costs, of Sellers or Seller Parties related to the ownership or operation of the Business or the Purchased Assets prior to the Closing, all of which shall be retained by and remain Liabilities of the Sellers and Seller Parties, including any Liabilities (i) to the extent arising out of or related to the Excluded Assets, (ii) for Taxes (A) of the Sellers or Seller Parties for any taxable period and (B) with respect or attributable to the Business and the Purchased Assets for taxable periods ending on or before the Closing Date and the portion of any Straddle Period ending on and including the Closing Date (including, for the avoidance of doubt, all Taxes associated with the matters set forth on Schedule 3.17), (iii) arising under, in connection with or otherwise associated with or with respect to the Company Benefit Plans and any other benefit or compensation plans that are (or at any time were) maintained, sponsored or contributed to (or required to be contributed to) by Sellers or any of their Affiliates or with respect to which Sellers or any of their Affiliates has any Liability (other than the Provider Employment Agreements assumed pursuant to Section 1.1(f) or any Liability specifically assumed by Buyer under Section 6.1), (iv) relating to or at any time arising in connection with the employment or service with or termination of employment or service from Sellers or any of their Affiliates of any director, officer, employee or other individual service provider of such Seller or such Affiliate (or any applicant for employment, former employee, agent or consultant of Seller or such Affiliate), including wages, salary or other compensation and withholding and payment of any Taxes other than any Liabilities specifically assumed by Buyer under Section 6.1, (v) with respect to or attributable to intercompany liabilities or intercompany payables between Sellers or any of their respective Affiliates; and (vi) set forth on Schedule 1.4 (collectively, the “**Excluded Liabilities**”). For the avoidance of doubt, any Liabilities arising from or pertaining to acts of Fraud committed by any of the Sellers or Seller Parties shall constitute Excluded Liabilities for all purposes.

1.5 Purchase Price; Adjustments.

(a) Subject to the terms and conditions hereof, the aggregate consideration to be paid by Buyer for the Purchased Assets shall be (a) an amount equal to (i) the Base Purchase Price, plus (ii) the Working Capital Adjustment (if any), minus (iii) the Deferred Compensation and Transaction Bonus Payments, minus (iv) an amount equal to all Cure Costs with respect to the Assumed Contracts (the “**Purchase Price**”), plus (b) Buyer’s assumption of the Assumed Liabilities. The amount to be paid by Buyer at Closing shall be an amount equal to (x) the Estimated Purchase Price (as contemplated by Section 1.6), minus (y) the Deposit, minus (z) the Adjustment Escrow Amount, and such amount shall be subject to adjustment after the Closing pursuant to Section 1.8. “**Base Purchase Price**” means \$245,000,000.

(b) Notwithstanding anything to the contrary in this Agreement, at any time prior to Closing, Buyer may elect by delivering written notice to the Seller Representative for the USFHP Business to be excluded from the Transaction (any Transaction excluding the USFHP Business, a “**Provider Only Transaction**”), and Buyer may update such election (or any subsequent election) by delivering written notice to the Seller Representative prior to the Closing. For the avoidance of doubt, the Base Purchase Price will not change in the case of a Provider Only Transaction. Notwithstanding anything to the contrary in this Agreement, in the event of a Provider Only Transaction, (i) the Purchased Assets shall exclude, and the Excluded Assets shall include, the Brighton MSA, the Brighton Lease and the other assets exclusively

related to the USFHP Business, including those set forth in Schedule 1.5(b) (collectively, the “**USFHP Assets**”), (ii) the Assumed Liabilities shall exclude, and the Excluded Liabilities shall include, all Liabilities to the extent related to or arising out of the use, ownership or operation of the USFHP Business or any USFHP Asset, and (iii) any offers in accordance with Section 6.1 made prior to the Closing to Employees related to the USFHP Business may be rescinded. For the avoidance of doubt, Buyer shall in no event be required to acquire any USFHP Asset, but in the case of a Provider Only Transaction, no USFHP Asset will be available to Buyer. Notwithstanding anything to the contrary in this Agreement, in the event of a Closing of a Provider Only Transaction, the Closing will be deemed to have occurred and the Transactions will be deemed consummated for all purposes of this Agreement and the Transaction Documents, and there will be no further duties, obligations or Liability of any Party with respect to any other closing or transaction involving the acquisition of the USFHP Assets, the assumption of the USFHP Liabilities or the payment of any other purchase price. Sellers acknowledge that in anticipation of a Transaction that is not a Provider Only Transaction, Buyer expects to seek to enter into a new contract between Buyer (or an Affiliate thereof) and BMI as of Closing and replacing the Brighton MSA and relating only to the conduct of the USFHP Business by Buyer (or its Affiliate) following the Closing (a “**Replacement Brighton MSA**”). In the event that Buyer enters into a Replacement Brighton MSA and the Brighton MSA is not an Assumed Contract, the Sellers hereby agree that their rights under the Brighton MSA shall automatically terminate effective as of the Closing and they will not exercise, or attempt to exercise, or transfer, or attempt to transfer, such rights.

1.6 Delivery of Estimated Closing Statement. No later than five (5) Business Days prior to the Closing Date, the Seller Representative shall provide Buyer with a written statement, in the form attached hereto as Exhibit A (the “**Estimated Closing Statement**”), reflecting the Seller Representative’s good faith calculation and estimate of (i) a schedule of balance sheet accounts of the Sellers on a consolidated basis as of the Effective Time, (ii) Net Working Capital as of the Effective Time (the “**Estimated Working Capital**”), (iii) the amount of any Working Capital Adjustment and (iv) the Cure Costs with respect to the Assumed Contracts finally determined in accordance with Section 9.1 (together with reasonable supporting documentation, the “**Cure Cost Certificate**”), (v) the Deferred Compensation and Transaction Bonus Payments and (vi) a calculation of estimated Purchase Price resulting from such calculations (the “**Estimated Purchase Price**”), each accompanied with supporting documentation and prepared in a manner consistent with the terms and definitions of this Agreement, including the Agreed Principles, and the accounting books and records of Sellers and their Affiliates. Buyer shall be entitled to review the Estimated Closing Statement prior to the Closing and to submit comments thereon to the Seller Representative. In connection with and to facilitate Buyer’s review of the Estimated Closing Statement, at Buyer’s reasonable request, the Seller Representative shall, and shall cause the Sellers and their Affiliates to, (x) provide Buyer and its Representatives with supporting evidence, data and calculations reasonably necessary to allow Buyer and its Representatives to verify (and propose corrections with respect to, if necessary) the calculations set forth in the Estimated Closing Statement and (y) provide Buyer and its Representatives with reasonable access to all relevant books and records of the Sellers necessary for the analysis of the Estimated Closing Statement. The Seller Representative shall consider and discuss with Buyer in good faith any such comments and may, but is not required to, revise the Estimated Closing Statement prior to the Closing to reflect such comments. To the extent the Seller Representative does not accept Buyer’s comments, the Estimated Closing Statement shall be in the form initially presented to Buyer pursuant to this Section 1.6. No comments delivered by Buyer, Buyer’s failure to deliver any comments, and no agreement by Buyer to revisions to the Estimated Closing Statement will be deemed to constitute any waiver or release of any of Buyer’s rights or obligations under Section 1.8.

1.7 Closing Date Payments. At the Closing, Buyer shall pay or cause to be paid, by wire transfer of immediately available funds:

(a) to the bank account designated by Seller Representative in the Estimated Closing Statement, an amount equal to the Estimated Purchase Price, minus the Deposit, minus the Adjustment Escrow Amount, plus the Buyer 6.1(f) Payment;

(b) to the applicable non-Seller and non-Seller Party contract counterparty, whose bank account will be designated by Seller Representative in the Estimated Closing Statement, the Cure Costs payable on or prior to the Closing in accordance with Section 9.1(b) and solely to the extent reflected in the Estimated Purchase Price;

(c) to the Escrow Agent, the Adjustment Escrow Amount, in accordance with the Escrow Agreement; and

(d) to the applicable Transferred Employees in accordance with Section 6.1(n).

1.8 Post-Closing Adjustment to Purchase Price.

(a) As promptly as practicable, but no later than ninety (90) days after the Closing Date, Buyer shall cause to be prepared and delivered to the Seller Representative a written statement (the “Closing Statement”) setting forth, together, in each case, with reasonable supporting detail for each such calculation: (i) a schedule of balance sheet accounts of the Sellers on a consolidated basis as of the Effective Time, (ii) Net Working Capital as of the Effective Time (“Closing Working Capital”), (iii) the amount of any Working Capital Adjustment, (iv) the Cure Costs with respect to the Assumed Contracts actually paid by Buyer at Closing in accordance with Section 1.7(b) or thereafter, in accordance with Section 9.1, (v) the Deferred Compensation and Transaction Bonus Payments and (vi) Buyer’s proposed calculation of the Purchase Price resulting from such calculations. The Parties agree that the purpose of preparing the Closing Statement and the related calculations in accordance with this Section 1.8 is to measure the amount of Closing Working Capital, the Working Capital Adjustment, the Deferred Compensation and Transaction Bonus Payments and the Cure Costs with respect to the Assumed Contracts as compared to the estimates set forth in the Estimated Closing Statement. The determination of Net Working Capital reflected in the Closing Statement shall be prepared in a manner consistent with the terms and definitions of this Agreement, including the Agreed Principles.

(b) Until the Closing Statement is finally determined in accordance with this Section 1.8, the Seller Representative and its advisors shall have the right, upon advance written notice to the Buyer, during ordinary business hours, to have reasonable access to the books and records of the Business and appropriate officers, employees and agents of Buyer and its Affiliates to the extent related to their review of the Closing Statement; provided, that any such access shall be conducted in a manner that does not unreasonably disrupt or interfere with the normal business operations of Buyer and its Affiliates and it being understood that all discussions and communications related to the Closing Statement (unless otherwise agreed by Buyer and the Seller Representative) be governed by Rule 408 of the Federal Rules of Evidence and any applicable similar state rule. The Closing Statement (and the computation of Closing Working Capital, the Deferred Compensation and Transaction Bonus Payments and the Cure Costs with respect to the Assumed Contracts and the Purchase Price) delivered by Buyer to the Seller Representative shall be conclusive and binding on all parties unless the Seller Representative, prior to the thirtieth (30th) day following receipt of the Closing Statement, delivers a notice to Buyer stating that the Seller Representative disagrees with such calculation and specifying in reasonable detail those items or amounts as to which the Seller Representative disagrees and the basis therefor (any such notice, a “Dispute Notice”). The Seller Representative shall be deemed to have agreed with all other items and amounts contained in the Closing Statement, and the calculation of Closing Working Capital, Working Capital Adjustment, the Deferred Compensation and Transaction Bonus Payments and the Cure Costs with respect to the Assumed Contracts or the Purchase Price, as applicable, delivered pursuant to Section 1.8(a) that are not the subject

of a Dispute Notice, and such other items and amounts that are not the subject of a Dispute Notice shall become final and binding on the Parties.

(c) If a Dispute Notice is duly delivered pursuant to Section 1.8(b), the Seller Representative and Buyer shall, during the fifteen (15) days following such delivery, consult in good faith on the disputed items or amounts in order to determine, as may be required, the amount of Closing Working Capital, Working Capital Adjustment, the Deferred Compensation and Transaction Bonus Payments and the Cure Costs with respect to the Assumed Contracts and the Purchase Price, as applicable. If during such period, the Seller Representative and Buyer are unable to reach such agreement, they shall promptly thereafter cause KPMG LLP or, if such accounting firm is unwilling or unable to serve, such other independent accounting firm on which the Seller Representative and Buyer mutually agree, which agreement shall not be unreasonably withheld, as the case may be (the “**Neutral Accountant**”), to review this Agreement and the disputed items or amounts for the purpose of calculating Closing Working Capital, Working Capital Adjustment, the Deferred Compensation and Transaction Bonus Payments and the Cure Costs with respect to the Assumed Contracts and the Purchase Price, as applicable (it being understood that in making such calculation, the Neutral Accountant shall be functioning as an expert and not as an arbitrator). Each Party agrees to execute, if requested by the Neutral Accountant, a reasonable engagement letter. Buyer and the Seller Representative shall cooperate with the Neutral Accountant and promptly provide all documents and information requested by the Neutral Accountant; provided, that copies of all such documents and information are concurrently furnished to the other Party. In making such calculation, the Neutral Accountant shall consider only those items or amounts in the Closing Statement, and the Buyer’s calculation of Closing Working Capital, Working Capital Adjustment, the Deferred Compensation and Transaction Bonus Payments and the Cure Costs with respect to the Assumed Contracts or the Purchase Price, as the case may be, as to which the Seller Representative has disagreed in its Dispute Notice duly delivered pursuant to Section 1.8(b) and in accordance with the terms and definitions provided in this Agreement and the Agreed Principles. The Neutral Accountant’s determination shall be based solely on (i) the applicable provisions of this Agreement, (ii) a single written presentation submitted by each of Buyer and the Seller Representative (which the Neutral Accountant shall be instructed to distribute to Buyer and the Seller Representative upon receipt of both such presentations), and (iii) one written response from each of Buyer and the Seller Representative to each such presentation so submitted which the Neutral Accountant shall be instructed to distribute to Buyer and the Seller Representative (upon receipt of both such responses). The Neutral Accountant shall resolve each item of disagreement based solely on the supporting materials provided by each party and not by independent review. The Neutral Accountant’s determination on each item in dispute shall not be greater than the greater value for such item claimed by either the Seller Representative or Buyer or less than the lower value for such item claimed by either the Seller Representative or Buyer. The Seller Representative and Buyer shall direct the Neutral Accountant to deliver to the Seller Representative and Buyer, as promptly as practicable (but in any case, no later than thirty (30) days from the date of its engagement), a report setting forth each such calculation. Absent manifest error, such report shall be final and binding upon the Sellers and Buyer, if not already mutually agreed by Buyer and the Seller Representative, and such report shall not be subject to court review or otherwise appealable, absent manifest error. The Neutral Accountant will determine the allocation of the cost of its review and report based on the inverse of the percentage its determination (before such allocation) bears to the total amount of the total items in dispute as originally submitted to Neutral Accountant. For example, should the items in dispute total in amount to \$1,000 and the Neutral Accountant awards \$600 in favor of the Seller Representative’s position, sixty percent (60%) of the costs of its review would be borne by Buyer and forty percent (40%) of the costs would be borne by the Sellers. For the avoidance of doubt, the Neutral Accountant’s fees and expenses payable by Buyer (if any), shall be paid to the Neutral Accountant directly by Buyer, and the Neutral Accountant’s fees and expenses payable by the Sellers (if any), shall be paid to the Neutral Accountant directly by the Seller Representative.

(d) The Purchase Price as finally determined pursuant to the procedures set forth in this Section 1.8 shall be referred to as the “**Final Purchase Price**” herein. Notwithstanding anything to the contrary in this Section 1.8, the Cure Costs that are included in the Final Purchase Price will be increased to include any Cure Costs with respect to Assumed Contracts actually paid by Buyer in accordance with Section 9.1 after the date on which the Closing Statement is delivered.

(e) The “**Purchase Price Adjustment**” will be an amount, which may be positive or negative, equal to (1) the Final Purchase Price, minus (2) the Estimated Purchase Price. If the Purchase Price Adjustment is a positive number (the “**Net Positive Purchase Price Adjustment Amount**”), (i) then, no later than five (5) Business Days following such determination in accordance with Section 1.8, Buyer and the Seller Representative shall deliver joint written instructions to the Escrow Agent instructing the Escrow Agent to release the Adjustment Escrow Amount to the Seller Representative on behalf of the Sellers to an account designated in writing by the Seller Representative, and (ii) Buyer shall pay, or cause to be paid, an amount equal to the Net Positive Purchase Price Adjustment Amount in cash to the Seller Representative on behalf of the Sellers to an account designated in writing by the Seller Representative. If the Purchase Price Adjustment is a negative number (the absolute value of such number, the “**Net Negative Purchase Price Adjustment Amount**”), then, no later than five (5) Business Days following such determination in accordance with Section 1.8, Buyer and the Seller Representative shall deliver joint written instructions to the Escrow Agent instructing the Escrow Agent to release an amount equal to the Net Negative Purchase Price Adjustment Amount from the Adjustment Escrow Account to the account or accounts designated by Buyer, and (x) if the Net Negative Purchase Price Adjustment Amount is greater than the Adjustment Escrow Amount, Sellers shall pay, or cause to be paid, an amount equal to the difference between the Net Negative Purchase Price Adjustment Amount and the Adjustment Escrow Amount in cash to the Buyer to an account designated in writing by Buyer, or (y) if the Net Negative Purchase Price Adjustment Amount is less than the Adjustment Escrow Amount, Seller Representative and Buyer shall also deliver a joint written instruction to the Escrow Agent to distribute to the Seller Representative from the Escrow Account, an amount equal to the Adjustment Escrow Amount minus the Net Negative Purchase Price Adjustment Amount to the Seller Representative on behalf of the Sellers to an account designated in writing by the Seller Representative.

(f) For the avoidance of doubt, no calculations with respect to any amounts payable hereunder shall include the same amount where such inclusion would have the effect of double counting such amount.

(g) Any payments made pursuant to this Section 1.8 shall be treated as an adjustment to the Purchase Price by the Parties for Tax purposes unless otherwise required by Law.

(h) In the event there remains any Disputed Contracts as of the time that payments are made pursuant to Section 1.8(e), the Parties will determine the maximum amount of Cure Costs that could be payable pursuant to such Disputed Contracts and reserve such amount from the Adjustment Escrow Amount to be utilized for Buyer to pay such Cure Costs on behalf of Sellers when finally resolved. If, following the final resolution of all Disputed Contracts, funds remain in the Adjustment Escrow Account, then the Seller Representative and Buyer shall deliver a joint written instruction to the Escrow Agent to distribute to the Seller Representative the funds remaining in the Adjustment Escrow Account.

1.9 Withholding Rights. Notwithstanding anything to the contrary in this Agreement, Buyer, Escrow Agent, the Sellers and their respective Affiliates and agents shall be entitled to deduct and withhold from any payments otherwise payable pursuant to this Agreement such amounts as are required to be deducted and withheld with respect to the making of such payment under applicable Law; provided, except with respect to amounts treated as compensation for Tax purposes or amounts withheld as a result of any Seller’s failure to timely provide the form described in Section 2.2(g), Buyer shall use commercially

reasonable efforts to provide the applicable payee with three (3) Business Days' notice prior to withholding any amounts under this Section 1.9, and the Sellers and Buyer shall work in good faith to minimize any such deduction or withholding to the extent permitted by applicable Law. Any such withheld amounts shall be timely paid over to the applicable Governmental Body in accordance with applicable Law and shall be treated for all purposes of this Agreement as having been paid to the Person in respect of which such deduction and withholding was made.

1.10 Physical Inventory. Notwithstanding anything to the contrary herein, for purposes of determining Estimated Working Capital and Closing Working Capital, the levels, amounts and value of the Inventory included therein shall be determined as set forth in Exhibit A.

2. CLOSING

2.1 Closing. Subject to the terms and conditions of this Agreement, the consummation of the Transactions (the "**Closing**") shall take place at 10:00 a.m. (Eastern Time) on the third (3rd) Business Day after satisfaction or waiver of the conditions set forth in Article 7 and Article 8 (other than those conditions that by their nature are to be satisfied at the Closing, but subject to the satisfaction or waiver of those conditions at such time by the party entitled to benefit from such conditions) via electronic (including PDF, DocuSign or otherwise) exchange of documents at 10:00 a.m. (Eastern Time), unless another time, date or place is agreed to in writing by the Parties. The date on which the Closing actually occurs is referred to in this Agreement as the "**Closing Date**". Unless otherwise agreed in writing by the Parties, the Closing shall be effective for financial and accounting purposes as of 11:59 p.m. Eastern Time on the day immediately preceding the Closing Date (the "**Effective Time**").

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

(a) with respect to each Tenant Lease or Third-Party Lease that is an Assumed Contract (excluding the Existing MPT Real Property Leases), an assignment of such Tenant Lease or Third-Party Lease, substantially in the form attached hereto as Exhibit B (each, a "**Lease Assignment and Assumption Agreement**"), duly executed by the appropriate Sellers;

(b) a bill of sale and assignment and assumption agreement, substantially in the form attached hereto as Exhibit C (the "**Bill of Sale and Assignment and Assumption Agreement**"), duly executed by the appropriate Sellers and Seller Parties;

(c) a transition services agreement, substantially in the form attached hereto as Exhibit D (the "**Transition Services Agreement**"), duly executed by the appropriate Sellers or their Affiliates, as applicable;

(d) an employee contract assignment and assumption agreement, substantially in the form attached hereto as Exhibit E (the "**Employee Contract Assignment and Assumption Agreement**"), duly executed by the appropriate Sellers;

(e) a professional services agreement, substantially in the form attached hereto as Exhibit H (the "**Professional Services Agreement**"), duly executed by the appropriate Sellers;

(f) the Escrow Agreement, duly executed by the Seller Representative;

(g) a duly executed IRS Form W-9 in the form most recently published by the IRS from each Seller or such Seller's regarded owner for Tax purposes;

(h) a certificate, dated, as of the Closing Date, of an authorized officer of Sellers certifying that the conditions set forth in Section 7.1 and Section 7.2 have been satisfied;

(i) a management services agreement substantially in the form attached hereto as Exhibit F (the "**Management Services Agreement**"), duly executed by Sellers or their Affiliates, as applicable;

(j) a medical records access agreement, substantially in the form attached hereto as Exhibit G (the "**Medical Records Access Agreement**"), duly executed by Sellers or their Affiliates, as applicable;

(k) a certified copy of the Sale Order; and

(l) other than in the case of a Provider Only Transaction, the USFHP Pharmacy Transition Agreement, duly executed by Seller and, if applicable, the SEMC Buyer (as defined on Exhibit I).

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

(a) evidence of the wire transfer to the Seller Representative provided for in Section 1.7;

(b) the Lease Assignment and Assumption Agreement, duly executed by Buyer;

(c) the Bill of Sale and Assignment and Assumption Agreement, duly executed by Buyer;

(d) the Transition Services Agreement, duly executed by Buyer;

(e) the Employee Contract Assignment and Assumption Agreement, duly executed by Buyer;

(f) the Professional Services Agreement, duly executed by Buyer;

(g) the Escrow Agreement, duly executed by Buyer;

(h) a certificate, dated, as of the Closing Date, of an authorized officer of Buyer certifying that the conditions set forth in Section 8.1 and Section 8.2 have been satisfied;

(i) the Management Services Agreement, duly executed by Buyer;

(j) the Medical Records Access Agreement, duly executed by Buyer; and

(k) other than in the case of a Provider Only Transaction, the USFHP Pharmacy Transition Agreement.

2.4 Certain Payor Agreements; Professional Services Agreement. If, as of the Closing Date, there are any Payor Agreements that are Assumed Contracts for which Buyer or its applicable

Affiliates have not received confirmation of credentialing of substantially all of the providers to be employed or contracted by Buyer or its applicable Affiliates to provide services with respect to such Payor Agreement (any such Payor Agreement, a “**Delayed Payor Agreement**”), then, at the Closing, Buyer will acquire the right to take assignment of and the Assumed Liabilities related to such Delayed Payor Agreement upon the earlier of (i) such time as Buyer designates to any Seller by written notice and (ii) expiration or termination of the Professional Services Agreement in accordance with its terms (the “**Delayed Payor Outside Date**”). Such assignment will occur automatically, without the need for any further action by any Person, and upon such assignment with respect to any Delayed Payor Agreement, such Payor Agreement shall cease to be a Delayed Payor Agreement. While a Payor Agreement is a Delayed Payor Agreement, the applicable Seller(s) shall (w) hold such Delayed Payor Agreement in trust, for the benefit of Buyer or its applicable Affiliate, (x) take direction from Buyer (to the extent reasonable with respect to the terms of such Delayed Payor Agreement and applicable Law) regarding the administration of such Delayed Payor Contract, (y) cooperate with Buyer and its Affiliates regarding their efforts to obtain credentialing thereunder and (z) not amend or modify such Delayed Payor Contract without Buyer’s written consent. Each Delayed Payor Contract will be a “Practice Contract” for purposes of the Professional Services Agreement, the payor under each Delayed Payor Contract will be a “TPP” for purposes of the Professional Services Agreement, and the Buyer will designate the “Clinical Personnel” for purposes of the Professional Services Agreement (which designations may be updated by Buyer from time to time).

3. REPRESENTATIONS AND WARRANTIES OF SELLERS.

For purposes of this Section 3, all references in this Section 3 (other than those set forth in Sections 3.1, 3.2 and 3.4) to the Sellers (including, for the avoidance of doubt, individual and general references to the Sellers) and all representations and warranties regarding the Sellers’ operations, assets, Liabilities and Persons acting for the Sellers shall be deemed to only include and reference (and the applicable representation and warranty shall be limited to) the operations, assets, Liabilities or any other matter related to the Business as conducted by Sellers (irrespective of whether the particular representation or warranty on its face is limited to or references the Business). Except as supplemented or qualified by the corresponding section of the Schedules, Sellers hereby represent and warrant to Buyer that:

3.1 Organization and Qualification. Each of the Sellers and Seller Parties is duly organized, validly existing and in good standing under the Laws of the jurisdiction of its formation or incorporation. Each of the Sellers and Seller Parties is duly qualified or authorized to do business and is in good standing (if applicable) in each jurisdiction in which the property and assets owned, leased or operated by it, or the nature of the business conducted by it, makes such qualification or authorization necessary. There are no outstanding securities convertible or exchangeable into equity securities of Sellers, including any options, warrants, phantom stock, stock appreciation, profit participation or other equity or equity-based rights or interests.

3.2 Authority; Execution and Delivery. Each of the Sellers possesses, and as of Closing Date the Seller Parties will possess, all requisite legal right, power, capacity and authority to execute, deliver and perform any Transaction Document necessary for the consummation of the Transaction to which it is a party. Subject to the entry of the Bidding Procedures Order and Sale Order, the execution, delivery and performance by the Sellers and Seller Parties of the Transaction Documents to which they are a party and the consummation by the Sellers and Seller Parties of the Transactions have been or as of the Closing Date will be (as applicable) duly and validly authorized by all requisite corporate or other entity action on the part of the Sellers and Seller Parties. Subject to the entry of the Sale Order, the Transaction Documents will be at or prior to the Closing (as applicable), duly and validly executed and delivered by the Sellers and Seller Parties and (assuming the due authorization, execution and delivery by the other Parties and thereto) the Transaction Documents when so executed and delivered will constitute, the legal, valid and binding

obligation of the Sellers and Seller Parties, enforceable against the Sellers and Seller Parties in accordance with their terms, except to the extent that enforceability thereof may be limited by (a) applicable bankruptcy, insolvency, reorganization, moratorium and similar laws affecting creditors' rights and remedies generally, and (b) general principles of equity, including principles of commercial reasonableness, good faith and fair dealing (regardless of whether enforcement is sought in a proceeding at law or in equity) (collectively, the "**Equitable Exceptions**").

3.3 Financial Statements.

(a) Attached to Schedule 3.3(a) are true, correct and complete copies of (i) the pro forma (assuming consummation of the Project Sparta Transaction as of the beginning of the period) statement of income of the Business as of and for the year ended December 31, 2022 (the "**2022 Financial Statements**"); (ii) the pro forma, unaudited consolidated balance sheet accounts of the current assets that are Purchased Assets and Assumed Liabilities and statement of income of the Business as of and for the year ended December 31, 2023 (the "**2023 Financial Statements**"); (iii) the unaudited consolidated balance sheet accounts of the current assets that are Purchased Assets and Assumed Liabilities as of the Reference Date and the related statement of income the Business for the four-month period then ended (the "**Interim Financial Statements**"); (iv) the register of tangible assets which are Purchased Assets as of the Reference Date (the "**Asset Registry**" and, collectively with the 2022 Financial Statements, 2023 Financial Statements, and Interim Registry, the "**Financial Statements**"); and (v) security deposits under any Third Party Leases or Tenant Leases as of July 31, 2024.

(b) The Financial Statements have been prepared from and in accordance with the books and records of the applicable Sellers or Seller Parties set forth therein. Except as set forth on Schedule 3.3(b), the line items contained in the Financial Statements were prepared, in all material respects, in conformity with GAAP and fairly present, in all material respects, the consolidated financial position and results of operations of the Business as at the dates and for the periods indicated therein. All accounts receivable (including Surplus Receivables) represent valid obligations of customers arising from bona fide transactions entered into in the Ordinary Course of Business. The Inventory shown recorded in the Financial Statements which will be shown on the books and records of the Business as of the opening of business on the Closing Date, is in good and marketable condition and consist of a quality and quantity usable and saleable in the Ordinary Course of Business, and (i) are not excessive in kind or amount, (ii) are not obsolete or damaged, and (iii) have not been written off or written down to fair market value. The Inventory is free from defects in workmanship and materials, properly stored, merchantable, fit for the purpose for which they were procured or manufactured, and none of which are slow moving, obsolete, damaged or defective.

(c) Sellers have established and adhered to a system of internal accounting controls that are designed to provide reasonable assurance regarding the reliability of financial reporting. To the Knowledge of Sellers, there has never been (i) any fraud or other wrongdoing that involves any of the management or other employees of the Sellers who have a role in the preparation of financial statements or the internal accounting controls used by the Sellers, or (ii) any claim or allegation regarding any of the foregoing. Sellers have made and kept books, records and accounts that have been maintained in material compliance with applicable accounting requirements. Sellers have devised and maintained a system of internal accounting controls designed to provide reasonable assurances that (x) all material information concerning the Business is made on a timely basis to the individuals responsible for the preparation of the Financial Statements and (y) transactions have been recorded as necessary to permit the preparation of the Financial Statements.

(d) Except as set forth on Schedule 3.3(d), there are no Liabilities or obligations of the Sellers of any kind whatsoever, whether accrued, contingent, absolute, determined, determinable or otherwise, other than Liabilities (a) specifically disclosed and adequately provided for in the 2023 Financial

Statements, (b) incurred in the Ordinary Course of Business consistent with past practice since December 31, 2023, or (c) arising in connection with the Transactions or the Chapter 11 Cases.

3.4 Conflicts; Consents of Third Parties.

(a) Except as set forth on Schedule 3.4(a), none of the execution, delivery or performance of this Agreement or the Transaction Documents or the consummation of the Transactions, or compliance by the Sellers and Seller Parties with any of the provisions hereof or thereof will (i) violate, conflict with or breach any provision of the Organizational Documents of any Seller or Seller Party; (ii) conflict with, or result in any violation of or default (with or without notice or lapse of time, or both) under, or give rise to a right of, or result in, termination, acceleration, modification, amendment, suspension, first offer, first refusal, or cancellation under, or to the loss of benefit under, any provision of any Assumed Contract or Permit to which any Seller or Seller Party is a party; (iii) subject to the entry of the Sale Order, violate any Law, Order or privacy policy applicable to the Business, Sellers and Seller Parties or by which any Purchased Assets are bound; or (iv) result in the creation of any Lien (other than Permitted Liens) on any Purchased Asset other than, in the case of clause (ii), such conflicts, violations, defaults, terminations or cancellations that would not materially affect the Sellers' ability to consummate or perform the Transactions.

(b) No consent, waiver, Approval, Order, Permit or authorization of, or declaration or filing or registration with, or notification to, any Governmental Body is required in connection with the execution, delivery and performance by the Sellers of this Agreement or the Transaction Documents, the compliance by the Sellers with any of the provisions hereof or thereof, or the consummation of the Transactions, except for the matters set forth on Schedule 3.4(b), including the filings required under and in compliance with the applicable requirements of the HSR Act and the HPC.

3.5 Permits.

(a) Schedule 3.5(a) sets forth an accurate and complete list of all Permits and Approvals of the Business and the Seller Parties. The Sellers hold, and at all times during the last three (3) years have held, all Permits necessary for the lawful conduct of the Business in all material respects. The Sellers and the Business are, and at all times in the past three (3) years have been, in compliance with the terms of the Permits and Approvals set forth on Schedule 3.5(a). There are no provisions in, or agreements relating to, any such Permits or Approvals that preclude or limit Sellers from carrying on the Business as currently conducted.

(b) To the Knowledge of Sellers, there is no pending or threatened Legal Proceeding, and during the past three (3) years there has been no Legal Proceeding, by or before any Governmental Body to revoke, cancel, rescind, suspend, restrict, adversely modify, or refuse to renew any Permits and Approvals set forth on Schedule 3.5(a). All Permits and Approvals set forth on Schedule 3.5(a) are now, and as of the Closing Date shall be, valid, unrestricted, in good standing, in full force and effect and not subject to challenge and to the Knowledge of Sellers, no event has occurred and no facts exist with respect to any such Permits or Approvals set forth on Schedule 3.5(a) that allow, or after notice or the lapse of time or both, would allow or would be reasonably expected to allow the suspension, revocation, non-renewal, adverse modification, default or termination of any such Permits or Approvals, or would result or would be reasonably expected to result in any other impairment in the rights of any holder thereof. None of such Permits or Approvals will lapse, terminate, undergo adverse modification, or expire as a result of the consummation of the Transactions.

(c) To the Knowledge of Sellers, each of the Providers is and has for the last three (3) years been in possession of all material Permits and Approvals issued by Governmental Body necessary for

the performance of and billing or receiving payment from any Private Program and Government Program for services provided by such Provider.

(d) To the Knowledge of Sellers, each of the Providers is in good standing with respect to such Permits and Approvals, and during the past three (3) years has been, in compliance in all material respects with such Permits.

3.6 Accreditation. Schedule 3.6 sets forth an accurate and complete list of all accreditations and certifications of the Business with respect to the Practice Locations. The Sellers hold, and at all times during the last three (3) years have held, all accreditations and certifications material to the conduct of the Business. All such accreditations and certifications material to the conduct of the Business are effective, unrestricted and in good standing. To the Knowledge of Sellers, no event has occurred, or other fact exists with respect to such material accreditations and certifications that allows, or after notice or the lapse of time or both, would reasonably be expected to result in revocation or termination of any such material 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, Legal Proceeding by any accrediting body to revoke, cancel, rescind, suspend, restrict, modify, or not renew any such material accreditation or certifications, and no such Legal Proceedings, surveys or actions are pending, or to the Knowledge of Sellers, threatened or imminent.

3.7 Private Programs; Reimbursement. The Payor Agreements are each in full force and effect, and to the Knowledge of Sellers, no events or facts exist that would be reasonably expected to cause any Payor Agreement to be suspended, terminated, restricted or withdrawn. In the past four (4) years, no Private Program (i) has indicated in writing, or to the Knowledge of Sellers, orally, its intent to cancel or otherwise substantially modify its relationship with Sellers, or (ii) has advised Sellers in writing, or to the Knowledge of Sellers, orally, of any material dispute. Sellers have received and for the last four (4) years have maintained all Permits and Approvals necessary for reimbursement of the Business by the Private Programs. All billing, coding and claim submission practices of Sellers with respect to all Private Programs have been, in the past four (4) years, conducted in compliance, in all material respects, with all applicable Laws and the policies and billing guidelines of such Private Programs for which Sellers have in effect a Payor Agreement. In the past four (4) years, no Seller has billed or received any payment or reimbursement in excess of amounts allowed by Law or the billing guidelines of any Private Programs with which Sellers have in effect a Payor Agreement, except for overpayments received in the Ordinary Course of Business, which overpayments once identified are fully refunded and finally resolved in the ordinary course or routine audit adjustments in accordance with applicable Healthcare Laws. There is no and in the last four (4) years has not been any Legal Proceeding, survey, or other action pending, or, to the Knowledge of Sellers, threatened against any Seller involving any Private Program with which any Seller has in effect a Payor Agreement, and to the Knowledge of Sellers, no event has occurred that would reasonably be expected to result, directly or indirectly, in any such Legal Proceedings, surveys or actions.

3.8 Material Contracts.

(a) Schedule 3.8(a) sets forth a true, complete and correct list, as of the date of this Agreement, of the following Contracts to which any Seller or Seller Party has any current or future rights, responsibilities, obligations or liabilities (in each case, whether contingent or otherwise) in connection with the Business or to which any Purchased Assets is subject, other than any confidentiality agreements to which any Seller or Seller Party is a party or by which it is bound (except with respect to (xvii) below, other than any Company Benefit Plan) (collectively, the “**Material Contracts**”):

(i) all Payor Agreements, involving annual aggregate consideration in excess of \$100,000 (the “**Material Payor Agreements**”);

(ii) all Contracts with any Referral Source;

(iii) all Third-Party Leases;

(iv) all Tenant Leases;

(v) all HC Contracts;

(vi) Contracts (A) restricting or limiting in any material respect the ability of Sellers or Seller Parties to engage or compete in any business (including the Business) with any Person or in any geographic area, (B) containing an exclusivity, most-favored-nation, right of first refusal, right of first offer or similar provision in favor of any counterparty that is a party to a Payor Agreement, (C) imposing any minimum requirements, so-called “take or pay” penalties or other similar obligations or penalties upon Sellers or Seller Parties, other than those entered into in the Ordinary Course of Business that involve aggregate payments of less than \$500,000 annually, or (D) containing any covenant restricting or limiting in any material respect the ability of the Sellers or Seller Parties or Providers to participate in any Private Program or Government Program with any Person;

(vii) Contracts under which any Seller is lessor of or permits any third party to hold or operate any tangible property (other than real property), owned or controlled by Sellers, except for any lease under which the aggregate annual rental payments do not exceed \$500,000;

(viii) Contracts which involve the expenditure by Sellers or Seller Parties, or would result in payments to Sellers or Seller Parties, of more than \$1,000,000 in the aggregate in the calendar year ending December 31, 2023 or in the aggregate in any twelve (12) month period following the date hereof;

(ix) Contracts with all Labor Agreements;

(x) Contracts relating to any (A) acquisition or (B) disposition (whether by sale, assignment, transfer, merger, consolidation, or otherwise) made or to be made by any Seller or Seller Party of any asset or business or the share capital or other equity securities of any other Person, in each case, (I) within the last two (2) years or (II) that contain representations, warranties, covenants, indemnities, earn-out provisions or other obligations of the Sellers or Seller Parties that are still in effect;

(xi) Contracts in which any Seller or Seller Party is a party in a joint venture, profit-sharing, collaboration, co-promotion, commercialization, research, development, strategic alliance, partnership or similar arrangement;

(xii) Contracts with a Governmental Body involving performance of services to or from the Sellers or any Seller Parties, in each case, in an aggregate annual consideration in excess of \$1,000,000;

(xiii) Contracts related to any settlement, conciliation or stipulation of any Legal Proceeding against Seller or any Seller Party by any other Person, other than (A) settlement agreements for cash that do not exceed \$250,000 individually as to any such Contract entered since January 1, 2021, or (B) settlements of penalties in the Ordinary Course of Business, in each case, other than (x) releases entered into with former Employees or current or former independent contractors in the Ordinary Course of Business that do not exceed settlement amounts of \$250,000 individually, and (y) settlement agreements entered into more than three (3) years prior to the date of this Agreement under which any

Seller has no continuing obligations, Liabilities or rights (excluding customary releases or confidentiality agreements);

(xiv) Contracts relating to the creation, incurrence, assumption or guarantee (including any Guarantees) of debt (other than advances to Employees for expenses in the Ordinary Course of Business);

(xv) Contracts by and between CareMax, Inc. or Brighton Marine, Inc. or any of their respective Affiliates, on the one hand, and Sellers or Seller Parties, on the other hand;

(xvi) Contracts (A) under which any Seller is a licensee of, or otherwise receives any rights under, any Transferred Intellectual Property (other than licenses of commercially-available Software that require annual aggregate payments of less than \$100,000), (B) under which any Seller grants to any Person any license, option or right to use any Owned Intellectual Property material to the Business, excluding non-exclusive licenses granted to third parties where Intellectual Property is incidental to the purpose of such agreement entered into in the Ordinary Course of Business, (C) that limit, in any material respect, the use, enforcement, registration, or other exploitation of Transferred Intellectual Property or (D) otherwise relating to the ownership, divestiture, development, or use of any Transferred Intellectual Property (other than a standard Contract with employees entered into in the Ordinary Course of Business);

(xvii) Contracts imposing a Lien on any material assets or properties of the Sellers, other than Liens which will be released at or prior to Closing and Permitted Liens;

(xviii) the Provider Employment Agreements that provide for annual compensation in excess of \$150,000;

(xix) all Contracts related to, or used in, the USFHP Business, including all Contracts with Brighton Marine or any of its Affiliates; and

(xx) all other Contracts not made in the Ordinary Course of Business that are otherwise material to the Business.

(b) True, correct and complete copies of all Material Contracts, together with all amendments, modifications or supplements thereto, as of the date of this Agreement have been made available to Buyer. Each Material Contract is a legal, valid, enforceable and binding obligation of Sellers and Seller Parties, as applicable and, to the Knowledge of Sellers, of each counterparty thereto and is in full force and effect, subject to the Equitable Exceptions. Except as set forth on Schedule 3.8(b), none of the Sellers or Seller Parties, nor to the Knowledge of Sellers, any other party thereto, is in breach of, or in default under, any such Material Contract, and no event has occurred which, with notice or lapse of time or both would constitute such a breach or default thereunder by Sellers or Seller Parties, or, to the Knowledge of Sellers, any other party thereto. As of the date hereof, Sellers have not received any written or oral notice of termination (or intent to terminate) with respect to a Material Contract from any third party to such Material Contract.

3.9 Litigation. Except for the Chapter 11 Cases and as set forth on Schedule 3.9, there are no, and for the past four (4) years there have not been any, material Legal Proceedings pending or, to the Knowledge of Sellers, threatened in writing against any Purchased Assets, Assumed Liabilities, or Seller, Seller Party or Provider to the extent that such Legal Proceeding would be either material to the Business or consummation of the Transactions or otherwise affect the services provided by such Provider on behalf

of the Seller or Seller Parties to the Knowledge of Sellers. There are no material Orders of or by a Governmental Body outstanding against Seller or any Seller Party except for the Chapter 11 Cases.

3.10 Compliance with Laws.

(a) (i) Except as set forth on Schedule 3.10(a), Sellers have operated in the past three (3) years, and are operating, the Business in compliance in all material respects with all applicable Laws, and (ii) none of Sellers have, in the past three (3) years, (A) received notice, correspondence or other written communication of any actual or alleged material violation of, or material Liability under, any such Laws, or to the effect that Sellers or any Representative thereof, or any Person acting on behalf of, Sellers, is or could potentially be under investigation or inquiry with respect to any such actual or alleged material violation of any such Law, or (B) incurred any actual obligation 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.

(b) No event has occurred in the past three (3) years, and no condition exists, that would (with or without notice or lapse of time) constitute or result in (i) a material violation by Sellers or the Seller Parties of, or a failure on the part of Sellers or the Seller Parties to comply with, in any material respects, any applicable Law or (ii) any obligation on the part of Sellers or the Seller Parties 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.

3.11 Healthcare Laws.

(a) Each of the Sellers is, and for the past four (4) years has been, in compliance in all material respects with applicable Healthcare Laws governing federal or state value-based care models in which such Seller participates, including but not limited to MassHealth ACO, REACH ACO and MSSP, and any amendments or additional regulations promulgated thereunder.

(b) None of the Sellers, nor to the Knowledge of Sellers, any Provider, Employee or any other officer, director or independent contractor of any Seller in their capacities as such has been convicted of, charged with or, to the Knowledge of Sellers, investigated for, or has engaged in conduct in the past four (4) years that was or would constitute a violation of any Healthcare Laws in any material respect. None of the Sellers, nor to the Knowledge of Sellers, any Provider or Employee or any other officer, director or independent contractor of the Sellers (whether an individual or entity), is or has been, in the past four (4) years, 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.

(c) All billing and collection practices of the Business, including without limitation coding and billing practices related to risk adjustment data, and claims submitted by the Sellers or caused to be submitted by the Sellers in the past four (4) years with respect to all Government Programs and Private Programs have been in compliance, in all material respects, with all applicable Healthcare Laws, and with the applicable, written billing policies of such Government Programs and Private Programs. Except for overpayments received in the Ordinary Course of Business, which overpayments once identified are refunded or otherwise fully and finally reconciled in the ordinary course and routine audit adjustments, none of the Sellers have in the last four (4) years billed or received any payment in excess of amounts allowed by any applicable Healthcare Law, contract or billing requirement. In the last four (4) years, none of the Sellers have been the subject of any focused reviews or other audits with respect to material noncompliance with any Government Program or Private Program. In the last four (4) years, the Sellers have made all material filings that were required to be filed pursuant to any Healthcare Law, all such filings

were correct and in compliance in all material respects with applicable Law when filed, and no material deficiencies have been asserted in writing to the Sellers by any Governmental Body related to any such filing.

(d) For the past four (4) years, the Sellers are and have been in compliance, in all material respects, with all applicable Healthcare Laws regarding the selection, deselection, and credentialing and supervision of its Providers, including periodic verification of licensing status and eligibility for reimbursement under Government Programs.

(e) Except as set forth on Schedule 3.11(e), none of the Sellers or, to the Knowledge of the Sellers, no Provider is or in the past four (4) years has (i) been a party to a Corporate or Individual Integrity Agreement with the OIG; (ii) made any self-disclosures to CMS, the OIG, the Justice Department or any other Governmental Body; (iii) had reporting obligations pursuant to any settlement agreement entered into with any Governmental Body; (iv) to the Knowledge of Sellers, been the subject of any Government Program investigation conducted by any federal or state enforcement agency; (v) to the Knowledge of Sellers, been a defendant in any qui tam/False Claims Act litigation; or (vi) been served with, responded to or received any search warrant, subpoena, civil investigation demand, contact letter from any federal or state enforcement agency.

(f) To the Sellers' Knowledge, no Seller nor any of the respective officers, directors, managers, members, employees or independent contractors acting within the scope of their authority have in the past four (4) years submitted, or caused to be submitted, any claim for payment to any Government Program in relation to the Business, in violation of the Federal False Claims Act, 31 U.S.C. 3729-3733 and any comparable state Laws.

(g) The organizational structure for the Sellers does not violate any Laws relating to the corporate practice of medicine and fee splitting ("CPOM Laws") or health care provider or clinic licensure Laws in any material respect. There is no pending or, to the Sellers' Knowledge, threatened litigation, proceeding (at law or in equity) or governmental or quasi-governmental investigation alleging that the organizational structure of any Seller or any Seller's conduct of business violates any CPOM Law or health care provider or clinic licensure Laws in any applicable jurisdiction.

(h) Section 3.11(h) of the Schedules contains a complete list of all arrangements involving a Contract or other arrangement material to the Business that currently rely on protection under any value-based safe harbor or exception pursuant to Healthcare Laws or other fraud and abuse waivers recognized by CMS and/or OIG, including, but not limited to, in relation to MassHealth ACO, REACH ACO, MSSP, or other Government Programs (the "Waiver Arrangements"). Each Waiver Arrangement materially complies with the requirements of the applicable value-based safe harbor or exception and/or fraud and abuse waiver and Healthcare Laws.

3.12 HIPAA, Information Privacy and Security Compliance.

(a) Sellers are and at all times during the past four (4) years, except as set forth on Schedule 3.12(a), have been in material compliance, in each case to the extent applicable, with HIPAA and all other Privacy Requirements and Information Privacy or Security Laws.

(b) During the past four (4) years, to the extent required by HIPAA, the Sellers' workforce (as such term is defined in 45 C.F.R. § 160.103) members have received training with respect to material compliance with HIPAA upon becoming a workforce member and periodically thereafter.

(c) During the past four (4) years, (i) Sellers have entered into "business associate

agreements” with third parties acting as a business associate (as defined in 45 C.F.R. § 160.103) of Sellers, as applicable, and (ii) when acting as a business associate, Sellers have had in effect with the entity on whose behalf any Seller Party creates, receives, maintains or transmits Protected Health Information, a business associate agreement in compliance with HIPAA. To Sellers’ Knowledge, Sellers and all business associates (including any business associate that is a “subcontractor” as defined in 45 C.F.R. § 160.103) of such Sellers have complied in all material respects with all such business associate agreements.

(d) To the Knowledge of Sellers, for the past four (4) years, none of the Sellers has received a written notice of investigation from any Governmental Body for a material violation of applicable Information Privacy or Security Law. For the past four (4) years, there has not been, and there is no ongoing, Legal Proceeding or, to the Knowledge of Sellers, investigation by any Governmental Body regarding any Security Incident that required notice to any Person or Governmental Body under applicable Information Privacy or Security Laws. To the Knowledge of Sellers, during the past six (6), no Seller has experienced any “Breach” of “Unsecured Protected Health Information,” as defined by HIPAA.

(e) During the past four (4) years, Sellers have had in place an information security program that includes safeguards designed to protect the security, confidentiality and integrity of the Information Technology Systems (including Personal Information in Sellers’ possession and control). The Information Technology Systems operate and perform in a manner sufficient to conduct the Business and, to the Knowledge of Sellers, do not contain any Malicious Code.

(f) Sellers have and for the past four (4) years have had in all material respects the right pursuant to their Contracts and the Privacy Requirements to use and disclose Protected Health Information for all purposes such information has been used and disclosed.

3.13 Employee Benefit Plans.

(a) Schedule 3.13(a) lists all material Company Benefit Plans; provided, however, Schedule 3.13(a) shall not be required to list any “at-will” Contracts or offer letters with any Employee, officer, director or other individual service provider of Sellers that may be terminated upon thirty (30) days or less advance notice without any cost, liability or obligation in excess of statutory requirements, if applicable, unless such Contract or offer letter (A) is a Provider Employment Agreement or (B) provides for any change in control, retention or other payments that would be triggered solely by the consummation of the transactions contemplated hereunder.

(b) Except as set forth on Schedule 3.13(b), no Company Benefit Plan is, and neither Sellers nor any of their ERISA Affiliates sponsors, maintains, contributes to or is required to contribute to or otherwise has any Liability with respect to, any: (i) Multiemployer Plan, (ii) defined “benefit plan” (as defined in Section 3(5) of ERISA) or any plan that is or was subject to Title IV of ERISA, Section 412 of the Code or Section 302 of ERISA, or (iii) plan, program, Contract, agreement or arrangement providing for post-employment, post-ownership, post-service or retiree health or welfare benefits to any Person (except as required by COBRA and for which the covered Person pays the full premium cost of coverage). No Company Benefit Plan is a “multiple employer plan” (within the meaning of Section 210 of ERISA) or Section 413(c) of the Code), or a “multiple employer welfare arrangement” (as defined in Section 3(40) of ERISA). The Business does not have any Liability by reason of at any time being treated as a single employer with any other Person under Section 414 of the Code.

(c) Each Company Benefit Plan, including any associated trust or fund, has been established, maintained, funded and administered, in all material respects, in accordance with its terms and in compliance with the applicable requirements of ERISA (if applicable), the Code (if applicable) and any other applicable Laws, except for any instances of non-compliance which would not reasonably be expected

to result in any material Liability to the Buyer and its Affiliates. Except as would not reasonably be expected to result in any material Liability to the Buyer and its Affiliates, there is no Legal Proceeding relating to any Company Benefit Plan, the assets of any of the trusts under such plans or the plan sponsor or plan administrator, or against any fiduciary of the Company Benefit Plans, pending or, to the Knowledge of Sellers, threatened other than routine claims in the Ordinary Course of Business for benefits provided for by the Company Benefit Plans. With respect to the Company Benefit Plans, in all material respects, all required material contributions, premiums and payments that have become due have been made have been timely made or, to the extent not yet due, have been properly accrued in accordance with GAAP (if applicable). Each Company Benefit Plan that is intended to be qualified under Section 401(a) of the Code has received a current favorable determination letter from the IRS or is the subject of a current favorable opinion or advisory letter from the IRS on the form of such Company Benefit Plan and, to the Knowledge of Sellers, there are no facts or circumstances that would be reasonably likely to adversely affect the qualified status of any such Company Benefit Plan. There have been no non-exempt prohibited transactions (as defined in Section 406 of ERISA or Section 4975 of the Code) or breaches of fiduciary duty (as determined under ERISA) with respect to any Company Benefit Plan which could reasonably be expected to result in any material Liability to Buyer and its Affiliates.

(d) With respect to each Company Benefit Plan, Seller Representative has provided to Buyer copies, to the extent applicable, of (i) the current plan and trust documents and the most recent summary plan description (including all related insurance Contracts and other funding arrangements), (ii) the most recent annual report (Form 5500 series), (iii) the most recent financial statements for the Company Benefit Plans, and (iv) the most recent IRS determination letter, advisory letter or opinion letter.

(e) Except as set forth on Schedule 3.13(e), neither the execution and delivery of this Agreement nor the consummation of the Transactions (either alone or in combination with any other event) would (i) result in any payment of compensation or benefits (whether in cash, property or the vesting of property) becoming due to any Employee, officer, director or other individual service provider of the Sellers, (ii) increase the amount of compensation or benefits due or payable to any such person set forth in the preceding clause (i), or (iii) result in the acceleration of the time of payment, vesting or funding of any compensation, equity award or other benefits, (iv) require a contribution by the Seller to any Company Benefit Plan, (v) restrict the ability of the Seller to merge, amend or terminate any Company Benefit Plan or (vi) result in the forgiveness of any Employee or service provider loan.

(f) No payment or benefit, individually or together with any other payment or benefit, that could be received (whether in cash, property or the vesting of property), as a result of the Transactions, either alone or in combination with another event, by any current or former Employee, officer, director or other individual service provider of the Sellers could not be deductible by reason of Section 280G of the Code or could be subject to an excise tax under Section 4999 of the Code.

(g) The Sellers have no current or contingent obligation to indemnify, gross-up, reimburse or otherwise make whole any Person for any Taxes, including those imposed under Section 4999 or Section 409A of the Code (or any corresponding provisions of state, local or foreign Tax law), except for any such obligation that will not be binding on Buyer after the Closing or that would not reasonably be expected to result in any material Liabilities for Buyer.

(h) Each Company Benefit Plan that constitutes in any part a “nonqualified deferred compensation plan” (as defined under Section 409A(d)(1) of the Code) subject to Section 409A of the Code has been operated and administered in all material respects in operational compliance with, and is in all respects in documentary compliance with, Section 409A of the Code and all IRS guidance promulgated thereunder, and no amount under any such plan, agreement or arrangement is, has been or could reasonably be expected to be subject to any additional Tax, interest or penalties under Section 409A of the Code.

3.14 Environmental Matters. Except as would not reasonably be expected to be material to the Business, (i) Sellers with respect to the Business and the Purchased Assets are, and for the past (3) years have been, in compliance in all material respects with, and the Leased Real Property and all improvements on the Leased Real Property are in compliance in all material respects with, all applicable Environmental Laws and all Permits required under Environmental Laws, (ii) none of Sellers has received written notice of any material violation of or material Liability under any applicable Environmental Law with respect to the Business or the Purchased Assets (including the Leased Real Property), (iii) there are no pending or, to the Knowledge of Sellers, threatened, Legal Proceedings or Orders relating to any material violation of or material Liability under any Environmental Law with respect to the Business or the Purchased Assets (including the Leased Real Property), and (iv) Sellers (and any other Person to the extent giving rise to Liability for the Business) have not Released, treated, stored, disposed or arranged for disposal of, transported, handled, manufactured, distributed, sold, exposed any Person to, or owned or operated any property or facility contaminated by, any Hazardous Substance, in each case so as to give rise to material Liability for the Business under Environmental Laws. Sellers have provided to Buyer all environmental audits, assessments and reports and other material environmental, health or safety documents relating to the Purchased Assets, the Leased Real Property and/or the Business (including its current or former properties, facilities or operations) that are in the possession or under the reasonable control of Sellers.

3.15 Labor.

(a) Except as set forth on Schedule 3.15(a): (i) there is no pending or, to the Knowledge of Sellers, threatened, strike, lockout, work stoppage, picketing, handbilling, material labor grievance, material labor arbitration, or other material labor dispute at any of the Practice Locations, or against or affecting Sellers with respect to the Business or current or former employees or other individual service providers who provide or provided services to the Business, and no such material labor dispute has occurred or, to the Knowledge of Sellers, been threatened in the past three (3) years; (ii) no union or labor representation question exists respecting the Employees, no demand has been made for recognition or certification by a labor union, works council, or other labor organization or employee representative by or with respect to current or former employees or other individual service providers who provide or provided services to the Business, no labor organizing activities by or with respect to current or former employees or other individual service providers who provide or provided services to the Business are or in the past three (3) years have been pending or, to the Knowledge of Sellers, threatened, and none of the Employees are represented by any labor union, works council, employee representative or labor organization; (iii) no collective bargaining agreement or other Contract with a labor union, works council, other labor organization or employee representative (each, a “**Labor Agreement**”) exists, has existed or is currently being negotiated by any of the Sellers or their Affiliates with respect to current or former employees or other individual service providers who provide or provided services to or the Business or with respect to the Business; (iv) there is, and in the past three (3) years there has been no, material unfair labor practice charge against the Sellers before the National Labor Relations Board pending or, to the Knowledge of Sellers, threatened, against or involving the Business or current or former employees or other individual service providers who provide or provided services to the Business. With respect to the transactions contemplated by this Agreement, Sellers or their Affiliates, as applicable, have satisfied in all material respects any notice, consultation or bargaining obligations owed to any Employees or any Employee representatives under applicable Law, Labor Agreement, or other Contract.

(b) Each Seller and, with respect to current or former employees or other individual service providers who provide or provided services to the Business and with respect to the Business, each of their Affiliates, is, and for the past three years has been, in material compliance with all Laws, Contracts and Orders respecting labor, employment, and employment practices, including such Laws, Contracts and Orders with respect to labor relations, terms and conditions of employment, including all Laws relating to discrimination, harassment, retaliation, fair labor standards, occupational health and safety, wrongful

discharge, wages, hours, worker classification (including the classification of exempt and non-exempt employees and of independent contractors), plant closings and mass layoffs (including the Worker Adjustment Retraining Notification Act of 1988, as amended (the “**WARN Act**”)), collective bargaining, civil rights, immigration, workers’ compensation and the collection and payment of employee withholding or social security Taxes and any similar Tax, pay transparency, restrictive covenants, employee leave requirements, paid time off, and disability rights or benefits. There are no material pending or, to the Knowledge of Sellers, threatened, complaints or charges or other Legal Proceedings before or by any Governmental Body regarding employment or labor matters, including employment discrimination, safety or other employment-related charges or complaints, wage and hour claims, unemployment compensation claims or workers’ compensation claims.

(c) Schedule 3.15(c) sets forth a true, complete and accurate list of each Employee as of the date hereof, along with his or her date(s) of hire, employing entity, position and/or title, current hourly wage rate or annual salary (as applicable), status as exempt or non-exempt from the overtime pay requirements of applicable wage and hour Laws, the amount of such individual’s accrued, unused Paid Time Off, whether such individual is on leave and, if so, the date such individual became inactive and, if applicable, the anticipated date of return to active employment. The Employees are sufficient in number and skill to operate the Business in substantially the same manner as it was conducted by Sellers prior to the Closing. The job duties of each of the Employees are, and have been since such Employee’s hire date, primarily or exclusively devoted to the Business.

(d) Except as would not result in material liability for the Sellers or the Business, (i) for the past three (3) years, each Seller and the Business has complied with all Laws relating to overtime classification and independent contractor classification with respect to each Person who has provided or is providing services to the Business, and has been or is classified as a consultant, independent contractor or temporary employee, or as an overtime exempt employee, including all Laws relating to wages and hours, overtime, workers’ compensation and Tax Laws, and (ii) with respect to current and former employees and other service providers who have provided or provide services to the Business, each of Sellers and their Affiliates have fully and timely paid of all wages, salaries, wage premiums, commissions, bonuses, severance and termination payments, fees, and other compensation that have come due and payable under applicable Law, Contract or company policy.

(e) To the Knowledge of Sellers: (i) no current or former employee or other individual service provider who has provided services to the Business is in any material respect in violation of any term of any employment agreement, nondisclosure agreement, common law nondisclosure obligation, fiduciary duty, noncompetition agreement, nonsolicitation agreement, restrictive covenant or obligation (A) owed to Sellers or their Affiliates, or (B) owed to any third party with respect to such individual’s right to be employed or engaged by Sellers or to provide services to the Business; and (ii) as of the date hereof, no Employee with annualized compensation at or above \$250,000 has provided the Sellers with notice of such Employee’s intent to terminate his or her employment.

(f) Each of Seller and their Affiliates, has, in the past three (3) years, promptly, thoroughly and impartially investigated all sexual harassment, or other discrimination, retaliation or policy violation allegations made by any current or former employee or other individual service provider who provides or provided services to the Business against any directors, officers, or executive employees of Sellers or their Affiliates of which any Seller or Affiliate was made aware. With respect to each such allegation with potential merit, the applicable Seller or Affiliate has taken prompt corrective action that is reasonably calculated to prevent further improper action. Sellers do not reasonably expect any material Liabilities with respect to any such allegations and are not aware of any such allegations that would indicate a breach of fiduciary duty or that, if known to the public, would bring the Business into material disrepute.

3.16 Insurance. Schedule 3.16 sets forth a true, complete and correct list of each material insurance policy maintained by Sellers for the Business (the “**Insurance Policies**”). All of such Insurance Policies are in full force and effect. With respect to each such Insurance Policy, (a) none of the Sellers is in material breach or material default (including any such breach or default with respect to the payment of premiums or the giving of notice of claims) and, to the Knowledge of Sellers, no event has occurred which, with notice or the lapse of time or both, would constitute such a material breach or material default, or permit termination or modification, under any such policy and (b) during the twelve (12) month period prior to the date of this Agreement, none of the Sellers has received a written notice of cancellation or termination other than in connection with ordinary renewals. None of the Sellers has made any claim under any such policy during the past three (3) years with respect to which an insurer has questioned, denied or disputed or otherwise reserved its rights with respect to coverage and no insurer has threatened in writing to cancel any such policy.

3.17 Taxes. Except as set forth on Schedule 3.17:

(a) All U.S. federal income Tax and other material Tax Returns required to be filed by or with respect to any of the Business, the Purchased Assets or the Assumed Liabilities have, in each case, been timely and properly filed with the appropriate Governmental Body (after giving effect to any valid extensions of time in which to make such filings), and all such Tax Returns (taking into account all amendments thereto) filed by or with respect to any of the Business, the Purchased Assets or the Assumed Liabilities are true, complete and correct in all material respects. All U.S. federal and other material amounts of Taxes due with respect to any of the Business, the Purchased Assets or the Assumed Liabilities (whether or not shown on any Tax Return) have been timely paid in full, other than Sellers’ affiliated group Taxes or any Taxes the payment of which was precluded (or the nonpayment of which was permitted) by reason of the Chapter 11 Cases and for which Buyer and its Affiliates will not be liable.

(b) Sellers have not waived (and are not subject to the waiver of) any statute of limitations in respect of Taxes relating to the Business, the Purchased Assets or the Assumed Liabilities or agreed to any extension of time with respect to a Tax assessment or deficiency with respect to the Business, the Purchased Assets or the Assumed Liabilities. Sellers are not currently the beneficiary of any extension of time within which to file any Tax Return with respect to the Purchased Assets or Assumed Liabilities, other than any such automatic extensions obtained in the Ordinary Course of Business.

(c) Each Seller has deducted and withheld and paid over to the appropriate Governmental Body all material amounts of Taxes with respect to the Purchased Assets required to have been deducted and withheld and paid in connection with amounts paid or owing to any Employee, independent contractor, creditor, equityholder or other party.

(d) There are no Liens for Taxes (other than Permitted Liens) on any of the Purchased Assets.

(e) (i) No deficiencies for Taxes of any Seller with respect to the Purchased Assets or Assumed Liabilities has been asserted, claimed, proposed or assessed in writing by any Governmental Body, and (ii) there are no pending or threatened Legal Proceedings for or relating to any Liability of any Seller in respect of Taxes with respect to the Purchased Assets or Assumed Liabilities, except, in each case, with respect to any Taxes for which Buyer and its Affiliates will not be liable.

(f) No Seller is a party to any Tax allocation, indemnification or sharing agreement relating to the Purchased Assets or has any Liability with respect to any such agreement, in each case except for (i) any such agreement that will not be binding on Buyer after the Closing or (ii) any such agreement

that is a commercial contract entered into in the Ordinary Course of Business the primary purpose of which is not related to Taxes.

(g) There is no Contract relating to the Purchased Assets or Assumed Liabilities to which any Seller is a party that requires any Seller to pay a Tax gross-up or reimbursement payment to any Person, except for (i) any such Contract that will not be binding on Buyer, the Purchased Assets or Assumed Liabilities after the Closing or (ii) any such Contract that is a commercial contract entered into in the Ordinary Course of Business the primary purpose of which is not related to Taxes.

(h) None of the Purchased Assets is an interest in a joint venture, partnership or other arrangement that is treated as a partnership for Tax purposes.

(i) No Seller has entered into any "listed transaction" as defined in Treasury Regulation Section 1.6011-4(b)(2) (or similar provision of state, local or non-U.S. Law).

(j) Each Seller has (i) paid all material amounts of sales and use Taxes relating to the Purchased Assets required to be paid under all applicable Laws, (ii) collected and remitted all material amounts of sales Taxes relating to the Purchased Assets required under all applicable Laws, and (iii) for all sales relating to the Purchased Assets 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.

3.18 Condition and Title of Assets; Sufficiency of Assets. The Sellers and Seller Parties each have good and marketable title to, a valid leasehold or interest in or all rights to use, the applicable Purchased Assets except for the Existing MPT Real Property Leases. Upon the entry and effectiveness of the Sale Order, Sellers will have the power and right to sell, assign, transfer, convey and deliver, as the case may be, to the Buyer the Purchased Assets, and at the Closing, Seller will assign, transfer, convey and deliver to Buyer title to, or, in the case of personal property leased by Seller, a valid leasehold interest in, the Purchased Assets, that shall be free and clear of all Liens other than Permitted Liens. The Purchased Assets are in all material respects in good operating condition and in all material respects free from defects, in each case, subject to ordinary wear and tear. Except as set forth on Schedule 3.18 and except with respect to the Intercompany Agreements, the Purchased Assets, in combination with the services to be provided to Buyer pursuant to the Transition Services Agreement, constitute all of the assets, rights and property used in and necessary to conduct the operations of the Business as currently conducted or currently contemplated to be conducted.

3.19 Real Property.

(a) Sellers do not own any real property which is used or is intended to be used, or otherwise related to, the Business.

(b) Schedule 3.19(a) sets forth the address of all Leased Real Property leased pursuant to a Tenant Lease and a true and complete list of all Tenant Leases for the Leased Real Property (including the date and name of the parties to each Tenant Lease document). The Seller Representative has delivered to Buyer a copy of each such Tenant Lease. To the Knowledge of Sellers, Sellers, as applicable, hold a valid and existing leasehold interest in each of the Tenant Leases to which it is a party and each Tenant Lease is valid and binding on the Sellers, as applicable, and enforceable in accordance with its terms set forth therein subject to proper authorization and execution of such Tenant Lease by the other Party thereto and to applicable bankruptcy, insolvency, reorganization, moratorium and similar laws affecting creditors' rights generally and to general principles of equity. The Sellers, as applicable, have undisturbed possession of the Leased Real Property and with respect to the leasehold interest of the Sellers in the Leased Real

Property such Leased Real Property is free and clear of any Liens except Permitted Liens. None of the Sellers have received or given any written notice of any material default that is outstanding and has not been remedied under any Tenant Lease and, to the Knowledge of Sellers, no event has occurred or circumstance exists that with notice or lapse of time, or both, would constitute a material default by any of the Sellers and, to the Knowledge of Seller, no other Party is in material default thereunder.

(c) Schedule 3.19(c) sets forth the address of all Leased Real Property leased pursuant to a Third-Party Lease and a true and complete list of all Third-Party Leases for the Leased Real Property. The Seller Representative has delivered to Buyer a copy of each such Third-Party Lease document. Each Third-Party Lease is valid and binding on the Sellers, as applicable, and enforceable in accordance with the terms set forth therein subject to proper authorization and execution of such Third-Party Lease by the other party thereto and to applicable bankruptcy, insolvency, reorganization, moratorium and similar laws affecting creditors' rights generally and to general principles of equity. None of the Sellers has received or given any written notice of any material default that is outstanding and has not been remedied under any Third-Party Lease and, to the Knowledge of Sellers, no event has occurred or circumstance exists that with notice or lapse of time, or both, would constitute a material default by any of the Sellers and, to the Knowledge of Sellers, no other party is in material default thereunder.

3.20 Intellectual Property.

(a) Schedule 3.20(a) sets forth a complete and accurate list of all Owned Intellectual Property that is registered, issued or is the subject of an application for registration or issuance, including Patents, Trademarks, Copyrights, and domain names. Except as would not reasonably be expected to have a Material Adverse Effect, all Intellectual Property set forth on Schedule 3.20(a) is subsisting, and, to the Knowledge of Sellers, valid and enforceable.

(b) Sellers exclusively own all right, title and interest in and to, free and clear of all Liens (other than Permitted Liens) all Owned Intellectual Property, and have a valid right to use all other Transferred Intellectual Property.

(c) To the Knowledge of Sellers, none of the Sellers, the Owned Intellectual Property, or the products, services and conduct of the Business have violated, infringed or misappropriated nor do they violate, infringe or misappropriate the Intellectual Property rights of any Person. No material Legal Proceedings are pending, or to the Knowledge of Sellers, threatened in writing against the Sellers by any Person with respect to the ownership, validity, enforceability, effectiveness, registrability or use of any Intellectual Property. None of the Sellers have received any written communication alleging that the Sellers has materially violated, infringed or misappropriated any rights to any Person's Intellectual Property, or contesting or seeking to deny or restrict or otherwise concerning the validity, use, ownership, registrability or enforceability of any Owned Intellectual Property except as would not reasonably be expected to be material to the Business. To the Knowledge of Sellers, no Person is materially violating, infringing or misappropriating, or has violated, infringed or misappropriated, any Owned Intellectual Property, and no Legal Proceedings have been asserted or threatened against any Person by any Seller.

(d) All current and former employees, independent contractors, and consultants who have been involved in the creation, invention, development, authorship, conception, modification or improvement of any Intellectual Property on behalf of any Seller that is material to the Business during the course of their employment or engagement have signed written agreements including (i) assignment to such Seller of such Intellectual Property and (ii) confidentiality obligations in favor of such Seller.

(e) Sellers have taken commercially reasonable measures to maintain and protect the Information Technology Systems used in connection with the Business, and the secrecy and value of all

Trade Secrets used in connection with the Business. To the Knowledge of Sellers, no material Trade Secrets included in the Owned Intellectual Property have been disclosed or authorized to be disclosed to any Person, other than in the Ordinary Course of Business pursuant to a written non-disclosure agreement.

3.21 Absence of Changes. From the date of the Interim Financial Statements, except as disclosed in the applicable subsection of Schedule 3.21 and other than the filing of the Chapter 11 Cases, (a) the Business has been conducted in the Ordinary Course of Business in all material respects, (b) there has not been a Material Adverse Effect, and (c) none of the Sellers has taken any action that would have required the consent of Buyer pursuant to Section 5.2 of this Agreement if such action were taken after the date of this Agreement.

3.22 Brokers and Finders. No broker, finder, financial advisor or investment banker, other than as set forth on Schedule 3.22, is entitled to any broker's, finder's, financial advisor's, investment banker's fee or commission or similar payment from any Seller or Seller Party in connection with the Transactions based upon arrangements made by or on behalf of the Sellers.

3.23 Related Party Agreements. Except (a) as set forth on Schedule 3.23, (b) executive employment agreements entered into in the Ordinary Course of Business, (c) the Purchased Assets or (d) Organizational Documents and the Intercompany Agreement provided to Buyer, none of the Related Parties, directly or indirectly: (w) has any financial interest in or owns property or rights used by Sellers (other than, in the case of Affiliates who are direct or indirect equity holders of Sellers, in their capacity as such); (x) received from or furnished to the Sellers any goods or services or is a lessor, lessee, or supplier to the Sellers; or (y) has any financial interest in, or serves as an officer, manager, director or employee of any customer, competitor or vendor, or supplier of the Sellers.

3.24 Sanctions, Import, and Export Controls. None of the Sellers, or any of their respective directors, officers, or Employees is a Sanctioned Person. During the past three (3) years, none of the Sellers or any of their respective directors, officers, or Employees, (i) has made any disclosures to U.S. Government authorities under economic sanctions Laws, freezing of assets Laws or import or export controls Laws administered by the U.S. Government (including the Office of Foreign Assets Control or other relevant sanctions authority) (collectively, "Sanctions Laws"), or (ii) been the subject of any governmental investigation or inquiry regarding compliance with Sanctions Laws. The Business is currently, and during the past three (3) years has been, conducted in compliance, in all material respects, with all application Sanctions Laws. To the Knowledge of Sellers, there are no pending or threatened Legal Proceedings or investigations related to violations of Sanctions Laws.

3.25 Anti-Money Laundering, Anti-Corruption and Anti-Bribery Laws. To the Knowledge of Sellers, Sellers are currently, and during the three (3) years preceding the date of this Agreement have been, in material compliance with the U.S. Foreign Corrupt Practices Act of 1977, as amended ("FCPA") and any other anti-corruption or anti-bribery Law applicable to the Sellers (collectively, "Anti-Bribery Laws").

3.26 No Other Representations or Warranties. Except for the representations and warranties contained in this Article 3 (as modified by the Schedules), none of the Sellers or any other Person has made, makes or shall be deemed to make any other representation or warranty of any kind whatsoever, expressed or implied, written or oral, at law or in equity, with respect to any of the Sellers, the Transactions, any of the Sellers' respective businesses, assets, Liabilities, operations, prospects, or condition (financial or otherwise) or such Person, and each of the Sellers, and any other Person disclaims Liability and responsibility for any other representations or warranties, whether made by the Sellers or any of their respective Affiliates or Representatives (collectively, "Related Persons"), and no Related Person has any authority, express or implied, to make any representations, warranties, covenants or agreements not

specifically set forth in this Agreement and subject to the limited remedies provided in this Agreement. Except for the representations and warranties contained in Section 3 of this Agreement, the Purchased Assets transferred to Buyer will be sold by Sellers and purchased by Buyer in their physical condition at the Effective Time, “AS IS, WHERE IS AND WITH ALL FAULTS AND NONCOMPLIANCE WITH LAWS” WITH NO WARRANTY OF HABITABILITY OR FITNESS FOR HABITATION, with respect to Leased Real Property and none of the Sellers or any Related Person makes any representation or warranty to Buyer or its Affiliates or Representatives regarding: (i) merchantability or fitness of any assets for any particular purpose; (ii) the nature or extent of any Liabilities, or (iii) the prospects of the Business; (iv) the probable success or profitability of the Business; or (v) the accuracy or completeness of any confidential information memoranda, documents, projections, forecasts, opinions, advice, material, statement, data, documents or other information (financial or otherwise) provided to, otherwise made available to, Buyer or its Affiliates or Representatives in connection with the Transactions including in any “data rooms,” “virtual data rooms,” or management presentations, or in respect of any other matter or thing whatsoever. Except to the extent of any representation made by Sellers herein, Buyer releases Sellers from all responsibility and liability regarding the condition, valuation, salability or utility of the Purchased Assets, or their suitability for any purpose whatsoever.

4. REPRESENTATIONS AND WARRANTIES OF BUYER.

Buyer hereby represents and warrants to Sellers that:

4.1 Organization and Good Standing. Buyer is a limited liability company duly organized, validly existing and in good standing under the Laws of the State of Delaware and has all requisite organizational power and authority to own, lease and operate its properties and assets and to conduct its business as presently conducted, except where the failure to have such power and authority would not reasonably be expected to, individually or in the aggregate, prevent or materially delay the Transactions or affect the ability of Buyer to perform its obligations under the Transaction Documents.

4.2 Authorization of Agreement. Buyer has all requisite power and authority to execute and deliver this Agreement and will have the requisite power and authority to execute and deliver each other agreement, document, instrument and/or certificate contemplated by this Agreement, including the Transaction Documents, to be executed by Buyer in connection with the consummation of the Transactions (the “**Buyer Documents**”), to perform its obligations hereunder and thereunder, and to consummate the Transactions. The execution and delivery of this Agreement and the Buyer Documents by Buyer, the performance of Buyer’s obligations hereunder and thereunder, and the consummation by Buyer of the other Transactions have been duly authorized by all necessary action on behalf of Buyer, and no other corporate action on the part of Buyer is necessary to authorize the execution, delivery and performance of this Agreement and each of the Buyer Documents and the consummation of the other Transactions. This Agreement has been, and each of the Buyer Documents will be at or prior to the Closing, duly and validly executed and delivered by Buyer and (assuming the due authorization, execution and delivery by the other Parties thereto) this Agreement constitutes, and each Buyer Document when so executed and delivered will constitute, the legal, valid and binding obligation of Buyer, enforceable against Buyer in accordance with its terms, except to the extent that enforceability thereof may be limited by (a) applicable bankruptcy, insolvency, reorganization, moratorium and similar laws affecting creditors’ rights and remedies generally, and (b) the Equitable Exceptions.

4.3 Conflicts; Consents of Third Parties.

(a) None of the execution and delivery by Buyer of this Agreement or the Buyer Documents, the consummation by the Buyer of the Transactions, or compliance by Buyer with any of the provisions hereof or thereof will (i) violate any provision of the Organizational Documents of Buyer; (ii)

conflict with, or result in any violation of or default (with or without notice or lapse of time, or both) under, or give rise to a right of termination or cancellation under any Contract or Permit to which Buyer or its Affiliates is a party; or (iii) violate any Law or Order in effect as of the date hereof applicable to Buyer or its Affiliates or by which any of the properties or assets of Buyer or its Affiliates are bound, in each case with respect to the preceding clauses (ii) and (iii), that would not reasonably be expected to prohibit or restrain the ability of Buyer to consummate the Transactions.

(b) Assuming the accuracy of the representations and warranties set forth in Article 3, no consent, waiver, Approval, Order, Permit or authorization of, or declaration or filing with, or notification to, any Person or Governmental Body is required on the part of Buyer in connection with the execution and delivery by Buyer of this Agreement or the Buyer Documents, the compliance by Buyer with any of the provisions hereof or thereof, or the consummation by Buyer of the Transactions, except for the matters set forth on Schedule 3.4(b) or expressly provided in this Agreement, including requirements of the Bankruptcy Court, or the filings required under and in compliance with the applicable requirements of the HSR Act and the HPC, or such consent, waiver, Approval, Order, Permit, declaration, filing or notification which if not obtained or made would not reasonably be expected to prevent, prohibit or materially delay the consummation of the Transactions or affect the ability of Buyer to perform its obligations under this Agreement.

4.4 Litigation. As of the date hereof, there are no Legal Proceedings pending or, to the knowledge of Buyer, threatened in writing against Buyer that would reasonably be expected to prohibit or restrain the ability of Buyer to enter into this Agreement or consummate the Transactions. As of the date hereof, Buyer or its Affiliates is not subject to any Order except to the extent the Order would not reasonably be expected to prohibit or restrain the ability of Buyer to enter into this Agreement or consummate the Transactions

4.5 Brokers and Finders. No Person has acted, directly or indirectly, as a broker, finder or financial advisor for Buyer or its Affiliates in connection with the Transactions and no such Person is entitled to any fee or commission or like payment from the Buyer or its Affiliates in respect thereof.

4.6 Financial Capability.

(a) Buyer has delivered to the Seller Representative a true, correct and complete copy of the executed Equity Commitment Letter to invest in Buyer, subject to the terms and conditions therein, cash in the aggregate amount set forth therein (the “**Equity Financing**”). Assuming (a) the Equity Financing is funded in accordance with the Equity Commitment Letter and (b) the performance by the Sellers of their obligations hereunder, the net proceeds contemplated by the Equity Commitment Letter will be sufficient to fund the payment by Buyer of all obligations pursuant to Section 1.7, including any fees and expenses payable by Buyer on the Closing Date. The Equity Commitment Letter is in full force and effect and has not been withdrawn or terminated or otherwise amended or modified in any respect, and no such amendment or modification is contemplated. Buyer has not incurred any obligation, commitment, restriction or other Liability of any kind, and is not contemplating or aware of any obligation, commitment, restriction or other Liability of any kind, in either case that would impair or adversely affect such resources, funds or capabilities of Buyer. The Equity Commitment Letter is legal, valid and binding obligations of Buyer and, to the knowledge of Buyer, the other parties thereto, except as may be limited by the Equitable Exceptions. No event has occurred which, with or without notice, lapse of time or both, would or would reasonably be expected to constitute a default or breach under the Equity Commitment Letter by any of the parties thereto. As of the date hereof, Buyer does not have any reason to believe that any of the conditions to the Equity Financing will not be satisfied or that the Equity Financing will not be available to Buyer on the Closing Date. The Equity Commitment Letter contains all of the conditions precedent to the obligations of the parties thereunder to make the Equity Financing available to Buyer on the terms therein and, except

as set forth in the Equity Commitment Letter, there are no contingencies that would permit the parties thereunder to reduce the total amount of the Equity Financing.

(b) Assuming (i) the accuracy of the representations and warranties set forth in Article 3 and (ii) the performance by Sellers of the covenants and agreements required to be performed by them under this Agreement prior to Closing, immediately after the Closing and the consummation of the Transactions, Buyer will be Solvent. In completing the Transactions, Buyer does not intend to hinder, delay or defraud any present or future creditors of Buyer or the Sellers. Neither Buyer nor its Affiliates has any current intention to divest any material assets of the Business or otherwise implement any material adverse changes to the operation of the Business following the Closing that would reasonably be expected to impair Buyer's ability to fully satisfy their creditors.

(c) For purposes of this Agreement, "Solvent" means, when used with respect to Buyer, means that, as of any date of determination:

(i) the fair saleable value (determined on a going concern basis) of the assets of Buyer shall be greater than the total amount required to pay Buyer's Liabilities (including all Liabilities, whether or not reflected in a balance sheet prepared in accordance with GAAP, and whether direct or indirect, fixed or contingent, secured or unsecured, disputed or undisputed);

(ii) Buyer shall be able to pay its debts, obligations, and Liabilities in the Ordinary Course of Business as they become due; and

(iii) Buyer shall not have unreasonably small capital for the operation of the businesses in which it is about to engage.

4.7 Due Diligence; Independent Investigation. Buyer acknowledges and agrees that it (a) has completed such inquiries and investigations as it has deemed appropriate into, and, based thereon, has formed an independent judgment concerning the Sellers, the Purchased Assets, the Assumed Liabilities, the Business, the Transactions and any other rights or obligations to be transferred, directly or indirectly, pursuant to the Transaction Documents and (b) has been furnished with, or given access to, all such projections, forecasts, estimates, appraisals, statements, promises, advice, data or information about the Sellers, the Purchased Assets, the Assumed Liabilities, the Business, the Transactions and any other rights or obligations to be transferred, directly or indirectly, pursuant to the Transaction Documents, as it has requested or otherwise requires to enter into this Agreement. Buyer further acknowledges and agrees that (x) 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 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 Sellers or any of their Affiliates, any Representatives of Sellers or any of its Affiliates or any other Person, including any projections, forecasts, estimates, appraisals, statements, promises, advice, data or information made, communicated or furnished by or through the Sellers' bankers, or management presentations, data rooms (electronic or otherwise) or other due diligence information, and that Buyer will not have any right or remedy arising out of any such representation, warranty or other projections, forecasts, estimates, appraisals, statements, promises, advice, data or information and (y) any claims Buyer may have for breach of any representation or warranty shall be based solely on the representations and warranties of Sellers expressly set forth in Section 3 (as modified by the Schedules), subject to the exclusive remedies set forth herein and the other provisions of this Agreement. Except as otherwise expressly set forth in this Agreement, Buyer understands and agrees that the Purchased Assets, the Business, the Assumed Liabilities are being transferred on a "where-is" and, as to condition, "as-is" basis subject to the representations and

warranties contained in Section 3 (as modified by the Schedules) without any other representations or warranties of any nature whatsoever.

5. PRE-CLOSING COVENANTS OF SELLERS AND BUYER.

5.1 Access; Information. From the date of this Agreement until the Closing or earlier termination of this Agreement in accordance with Section 11 (the “**Interim Period**”), the Sellers shall, and shall cause the Seller Parties and their respective Representatives to, upon reasonable prior written notice, provide Buyer and its Representatives with reasonable access during normal business hours to the offices, properties, appropriate officers, and books and records of the Business, the Purchased Assets or the Assumed Liabilities; provided, that any such access and activities shall be conducted in a manner not to unreasonably interfere with the Business or its operations. Notwithstanding anything herein to the contrary, the Seller Representative shall not be required to provide such access or disclose any information to Buyer or its Representatives if doing so could (i) result in a waiver of attorney-client privilege, work product doctrine or similar privilege, or (ii) violate any Law (including Antitrust Laws) or Order which the Sellers or any of their respective Affiliates (with respect to the Business) is subject to; provided, that, in the event the Seller Representative withholds access to any such information, the Seller Representative will (A) inform Buyer that such information has been withheld, and (B) uses its reasonable best efforts to provide such information in a manner which would not be prohibited or which would not violate applicable Law or cause the loss of any privilege. In no event shall Buyer, its Affiliates or any of its or their respective Representatives conduct any Phase II environmental investigation at any Leased Real Property (including any sampling, testing or other intrusive or invasive indoor or outdoor investigation of soil, subsurface strata, surface water, groundwater, sediments or ambient air at any such Leased Real Property) without the prior written consent of Seller Representative and, with respect to any Existing MPT Real Property Leases, MPT (which consent Seller and MPT, as applicable, may withhold for any reason or no reason).

5.2 Conduct of the Business Pending the Closing.

(a) Buyer acknowledges that the Sellers will be operating the Business in the context of the Chapter 11 Cases. Subject to the foregoing, during the Interim Period, except (i) as required by applicable Law, by Order of the Bankruptcy Court or to the extent required by the Chapter 11 Cases, (ii) as expressly required by the Transaction Documents, or (iii) with the prior written consent of Buyer, which consent shall not be unreasonably withheld, delayed or conditioned, the Sellers shall use commercially reasonable efforts to (x) conduct the operations of the Business in all material respects in the Ordinary Course of Business, (y) maintain and preserve their respective current business organizations and operations (including the Business and Purchased Assets), the service of their respective current officers and key Employees, and their respective relationships with material Providers and payors, and other Persons that have significant business dealings with the Sellers with respect to the Business. Notwithstanding anything to the contrary herein, in the event Sellers seek prior written consent from Buyer with respect to a proposed modification of salary or benefits of any Employee or hiring new employees, Buyer shall respond to any such request within three (3) Business Days (and if Buyer does not respond within the 3-Business Day time period, Buyer’s prior written consent shall be deemed to have been granted to Sellers for purposes of this Section 5.2). Notwithstanding the requirements of clauses (x) and (y) and except as set forth on Schedule 5.2(a) or in clauses (i), (ii) and (iii) of the preceding sentence, the Sellers shall not, and shall cause the Seller Parties to not, during the Interim Period, in each case solely with respect to the Business:

- (i) adopt any plan of complete or partial liquidation, dissolution, consolidation, restructuring, reclassification or reorganization;
- (ii) amend any Organizational Documents;

(iii) (A) increase the compensation payable to any Employee earning in excess of \$150,000 annually, (B) hire, promote or engage the services of, or otherwise enter into any employment or consulting agreement or arrangement with, any individual who would be an executive of the Business or who would be eligible to earn compensation in excess of \$150,000 annually, (C) terminate (except for cause) the employment or engagement of any Employee, except for the termination of employment or engagement of Employees with an annual base pay not in excess of \$50,000 in the Ordinary Course of Business, (D) accelerate the vesting, payment, funding or delivery of any equity award or benefit to any current or former Employee, officer, director or other service provider of the Business, or (E) grant or announce any cash or equity or equity-based incentive awards, bonus, retention, change in control, transaction, severance or similar compensation, apart from awards under the Stewardship Primary Care Provider Retention Program in compliance with Section 6.1(n);

(iv) enter into, adopt, modify, amend, terminate or increase the payments to or benefits under any Provider Employment Agreement or any arrangement that would be a Provider Employment Agreement if it were in existence on the date hereof;

(v) (A) enter into, adopt, materially amend or modify, terminate or increase the payments to or benefits under any Company Benefit Plan that is not a Provider Employment Agreement, or (B) adopt or enter into any compensation or benefit plan, program, policy, agreement, arrangement that would be a Company Benefit Plan (other than a Provider Employment Agreement) if it were in existence on the date hereof;

(vi) sell, license, pledge, mortgage, lease, sublease, assign, transfer, abandon or otherwise dispose of any of the Purchased Assets other than, in each case, in the Ordinary Course of Business;

(vii) subject any of the Purchased Assets (whether tangible or intangible) to any Liens, except Permitted Liens;

(viii) enter into or agree to enter into any merger, consolidation, change of control transaction, joint venture, partnership or similar Contract with any Person;

(ix) (A) acquire any of the capital stock or other equity interest or business of any other Person (whether by merger, consolidation, sale, lease, license or by any other manner) or (B) redeem, repurchase, sell or issue any of the capital stock or other equity interest or business of any Seller;

(x) abandon or let lapse, sell, assign, transfer, subject to any Lien, fail to prosecute or maintain, grant to any Person other than the Sellers any rights with respect to, or otherwise dispose of any Seller Intellectual Property, except for entering into non-exclusive license agreements in the Ordinary Course of Business;

(xi) make any capital expenditure or commitment for capital expenditure (or series of related capital expenditures) involving more than \$250,000 in the aggregate;

(xii) except in the Ordinary Course of Business, waive any material rights, amend or terminate any Material Contract or Assumed Contract;

(xiii) (A) conclude or agree to any corrective action plan, consent, or Order or (B) commence, waive, release, assign, compromise or settle any Legal Proceeding or Material

Contract dispute or waive, release, assign or settle any material claim or other material right, other than any such matters relating to an Excluded Liability or any settlements that (1) solely involve payments of cash that will be made in full prior to Closing in an amount not to exceed \$100,000 and (2) which do not place any restrictions on the operations of the Business or its assets or properties (other than customary confidentiality, non-disparagement and release obligations);

(xiv) (A) make any material Tax election inconsistent with past practices or change or revoke, in any material respect, any material Tax election; (B) file any amended Tax Return with respect to material amounts of Taxes, (C) enter into any closing agreement with respect to Taxes or settle or compromise any Tax claim or assessment, (D) consent to any extension or waiver of the limitation period with respect to Taxes, or (E) initiate any voluntary Tax disclosure or request any Tax ruling, in each case that relates to the Business or any Purchased Asset or Assumed Liability and could reasonably be expected to result in additional Taxes payable by Buyer or its Affiliates after the Closing;

(xv) effect or announce a “plant closing” or “mass layoff” as those terms are defined in the WARN Act, or any other such action affecting in whole or in part any site of employment, facility, operating unit or Employee that would trigger the WARN Act, *provided, however*, that it shall not be a violation of this section for any Seller or Seller Affiliate to close or engage in layoffs at any Steward hospital or facility, other than any such facilities contemplated as Purchased Assets under this Agreement;

(xvi) enter into, negotiate, modify, extend, terminate or amend any Labor Agreement or recognize or certify any labor union, works council, or other labor organization as the bargaining representative for any Employees;

(xvii) reassign or modify the job duties of (A) an Employee such that he or she is no longer an Employee or (B) any other employee of Sellers or their Affiliates such that he or she would be an Employee;

(xviii) waive or release any noncompetition, nonsolicitation, nondisclosure or other restrictive covenant obligation of any Employee or current or former employee or independent contractor of the Business;

(xix) hire, engage, terminate, furlough, or temporarily lay off any, director, employee or independent contractor with annual compensation in excess of \$150,000;

(xx) discontinue or enter into any new line of business, other than expanding the Business in the Ordinary Course of Business;

(xxi) revalue any Purchased Assets (including Inventory), except to the extent required by GAAP;

(xxii) fail to maintain in full force and effect insurance policies consistent, in all material respects, with past practices;

(xxiii) make political or charitable contributions or pledges except in the Ordinary Course of Business;

(xxiv) subject to termination, abandonment, suspension, abrogation or lapse, or enter into, amend or modify, any Permit materially necessary for the lawful conduct of the Business, other than lapses in the Ordinary Course of Business that are not material to the Business;

(xxv) reject, or seek to reject, any of the Assumed Contracts, without the express written consent of Buyer; or

(xxvi) agree to do anything prohibited by this Section 5.2.

(b) During the Interim Period, Sellers will continue to make provider distribution payments to Providers in the Ordinary Course of Business after receipt of funds from payors.

5.3 Consents to Assignment.

(a) Subject to Section 5.4, each Party agrees to cooperate and use their commercially reasonable efforts to obtain or deliver, as applicable, prior to the Closing, any and all approvals, waivers, consents or notices necessary or appropriate to assign the Purchased Assets, including the Assumed Contracts, Transferred Permits and Approvals. Notwithstanding anything in this Agreement to the contrary but without limiting Section 6.11, no Party shall be required to compensate or agree to concessions in favor of any third party, and no Party shall be required to commence or participate in any Legal Proceeding, in each case to obtain any third party approval, waiver or consent.

(b) Anything contained herein to the contrary notwithstanding, this Agreement shall not constitute an agreement to assign any Assumed Contract if an attempted assignment thereof without the consent of another party thereto would constitute an enforceable breach thereof or in any material way adversely affect the rights of Buyer following the Closing, unless such consent is obtained.

(c) If any required consent is not obtained with respect to any Assumed Contract prior to the Closing Date, then, prior to the earlier of (x) the entry by the Bankruptcy Court of an order confirming a Chapter 11 plan or dismissing all of the Chapter 11 Cases, at Buyer's request and subject to Section 5.3(b) and (y) one hundred eighty (180) days after the Closing Date, (i) Sellers will and will cause Seller Parties to use commercially reasonable efforts to continue seeking the same after the Closing Date as promptly as possible, and (ii) Sellers and Buyer will, at Buyer's sole cost and expense, establish an agency type or other similar arrangement reasonably satisfactory to Buyer under which (A) Buyer would obtain (including by means of subcontracting, sublicensing or subleasing arrangement), to the maximum extent permitted by Law, the benefit of all rights, and assume the corresponding Assumed Liabilities, and (B) upon the written request of Buyer (email being sufficient), Sellers would and would cause Seller Parties to enforce, for the benefit of Buyer, any and all rights of any Seller or Seller Party against a third party to any such Purchased Asset, at Buyer's expense for any costs and Liabilities related thereto, and, in such event: (I) Sellers will and will cause Seller Parties to promptly pay to Buyer when received all moneys relating to the period on or after the Closing Date received by them under any Purchased Asset not transferred pursuant to this Section 5.3; and (II) Buyer will promptly pay, perform or discharge when due any Assumed Liabilities arising thereunder after the Closing Date but not transferred to Buyer pursuant to this Section 5.3. No Seller or Seller Party will be required to participate in any Legal Proceeding pursuant to this Section 5.3 that is not at Buyer's sole cost and expense; provided, that Sellers shall cooperate, at Buyer's sole cost and expense, in any Legal Proceeding initiated by Buyer in the Bankruptcy Court regarding the assumption, assignment and sale of any Assumed Contract and matters related thereto. In connection with and subject to Section 5.3(b), at Buyer's written request, any Assumed Contract and Assumed Liabilities thereof will be assigned and sold to Buyer without any Liability on the part of the Sellers or Seller Parties notwithstanding the failure to obtain any consent thereto.

5.4 Regulatory Approvals.

(a) Each Party agrees to use its reasonable best efforts to take, or cause to be taken, all actions, to file, or cause to be filed, all documents with any Governmental Bodies, and to do, or cause to be done, all things necessary, proper or advisable related thereto to consummate the Transaction as promptly as practicable. Without limiting the foregoing, each Party shall make or cause to be made appropriate filings pursuant to the Antitrust Laws, including the HSR Act, and appropriate filings pursuant to the CMIR Laws as promptly as practicable following the date of this Agreement and no later than ten (10) Business Days after the date of this Agreement. In furtherance and not in limitation of the foregoing, each of Buyer and Sellers shall (A) respond as promptly as practicable to any inquiries or requests received from any Governmental Body pursuant to the HSR Act or the other Antitrust Laws and provide reasonable responses to any additional information or documentation requests, (B) use its reasonable best efforts to cause the waiting periods or other requirements under the HSR Act and all other applicable Antitrust Laws to terminate or expire at the earliest possible date and in any event by the Outside Date (including with respect to filings under the HSR Act, seeking early termination of the waiting period under the HSR Act), (C) respond as promptly as practicable (and in all cases prior to any deadlines in the CMIR Laws) to any inquiries or requests received from the HPC in connection with the CMIR Laws and supply any additional information or documentation that may be requested by the HPC as promptly as practicable (an in all cases prior to any deadlines in the CMIR Laws); and (D) use its reasonable best efforts to cause the waiting periods or other requirements under the CMIR Laws to terminate or expire at the earliest possible date. Notwithstanding the foregoing, in the event that HPC elects to conduct a Cost and Market Impact Review, Buyer shall not be required to participate in such Cost and Market Impact Review or continue pursuing the HPC or CMIR Laws process with respect to the Transaction but may elect (in its sole discretion) to do so (any such election, a **“Buyer CMIR Election”**). For the avoidance of doubt, Buyer shall not be required to consent, enter into or in any way become subject to any agreement or condition impacting Buyer or the Business requested, required or imposed by any Governmental Body in connection with, or arising out of, a Cost and Market Impact Review, HPC’s review of the Transaction or otherwise.

(b) Further, and without limiting the generality of the rest of this Section 5.4 and with respect to filings under Antitrust Laws and CMIR Laws, each of the Parties shall cooperate in all respects with each other to prepare any filing or submission made with any Governmental Body in connection with the Transactions and regarding any investigation or other inquiry by any Governmental Body in connection with the Transactions, which shall include (i) furnishing to the other Parties such necessary information and reasonable assistance as the other Parties may request in connection with the foregoing, (ii) informing the other Parties of any substantive communication with any Governmental Body regarding any of the 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 Body and any other information supplied by such Party and such Party’s Affiliates or advisors to a Governmental Body or received from such a Governmental Body in connection with the Transactions; provided, however, that the Parties shall not be required to share filings made under the HSR Act; and further, that materials may be restricted to outside counsel and redacted as necessary to remove references concerning the valuation of the Purchased Assets, comply with applicable Law and to preserve legal privilege. Each Party 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 Body in connection with the Transactions. In connection with filings under the Antitrust Laws and the CMIR Laws or to any Governmental Body within Massachusetts, 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, with any Governmental Body in connection with the Transactions unless it consults with the other Parties in advance and, to the extent not prohibited by such Governmental Body, gives the other Parties the opportunity to attend and participate. None of the Parties, without the other Party’s prior written consent

(which consent shall not be unreasonably withheld, conditioned or delayed), shall pull and refile Notification and Report Forms filed under the HSR Act or agree or commit to any arrangement with any Governmental Body, that would bind or commit the Parties not to consummate the Transactions before the Outside Date (or that would otherwise prevent or prohibit the Parties from consummating the Transactions by the Outside Date).

(c) Prior to Closing, Buyer shall not, and shall cause each of its Subsidiaries and RHC Group, Inc. and its subsidiaries not to, enter into any agreement to acquire by merging or consolidating with or by purchasing the assets of or equity in, or by any other manner, any company, business or assets, if the entering into of an agreement relating to or the consummation of such acquisition, merger, consolidation or purchase or other transaction would reasonably be expected to prevent or materially delay the obtaining of the expiration or termination of the waiting period under the HSR Act required for the Transactions or the consummation of the Transactions.

5.5 Efforts to Consummate; Further Assurances.

(a) On the terms and subject to the conditions set forth in this Agreement and subject to Section 5.4, during the Interim Period, the Sellers and Buyer shall each use commercially reasonable efforts to take, or cause to be taken, all actions and to do, or cause to be done, all things reasonably necessary, proper or advisable to consummate and make effective as promptly as practicable the Transactions (including the satisfaction, but not waiver, of the closing conditions set forth in Section 7 and Section 8).

(b) Following the Closing, Buyer and Sellers shall (and Sellers shall cause Seller Parties to) execute such agreements, documents, assignments, bills of sale, conveyances and instruments as may be reasonably required to carry out the provisions hereof and their respective actions and obligations contemplated hereby.

5.6 Confidentiality. Buyer acknowledges that the information provided to it in connection with this Agreement and the Transactions may be subject to the terms of that certain Confidentiality Agreement, by and between Steward Health Care System LLC and Kinderhook Industries, LLC, dated as of December 20, 2023 (the “Confidentiality Agreement”); provided that Buyer shall be permitted to disclose any such information to potential sources of capital, rating agencies, prospective lenders and investors and their respective officers, employees, representatives and advisors in connection with the Debt Financing subject to customary confidentiality provisions substantially consistent with the Confidentiality Agreement. The Confidentiality Agreement shall terminate upon the earlier of (x) the Closing or (y) the remainder of the term of the Confidentiality Agreement.

5.7 Financing Cooperation.

(a) Prior to the Closing, each of Seller Representative and Sellers shall use commercially reasonable efforts, at Buyer’s sole expense, to cooperate, and cause their controlled Affiliates and their and their controlled Affiliates’ respective officers, employees and advisors, to use commercially reasonable efforts to cooperate, with Buyer in connection with any debt financing in connection with the Transactions (the “Debt Financing”), as may be reasonably requested by Buyer, at Buyer’s sole cost and expense (provided that such requested cooperation does not (i) unreasonably interfere with the ongoing operations of the Business and/or the businesses of any of the Sellers, (ii) cause any covenant, representation or warranty in this Agreement to be breached or (iii) cause any condition in this Agreement to fail to be satisfied), including using commercially reasonable efforts to:

(i) cause senior management (and any other pertinent employees reasonably requested by Buyer) of the Sellers and/or the Business to participate at reasonable times in a reasonable number of meetings, drafting sessions, presentations, calls, road shows, and rating agency and due diligence sessions with the Buyer's prospective lenders, in each case, upon reasonable advance notice;

(ii) as promptly as reasonably practicable, furnish Buyer and its Debt Financing Sources with financial and other pertinent information regarding the Business, the Purchased Assets and the Assumed Liabilities that are readily available in the ordinary course of business and consistent with past practice at the time and are reasonably requested by Buyer or the Debt Financing Sources for use in connection with the Debt Financing (including, for the avoidance of doubt, in connection with the due diligence investigation of the Debt Financing Sources) for use in connection with the Debt Financing; provided that, for the avoidance of doubt, neither Sellers nor its Affiliates shall be required to provide, and Buyer shall be solely responsible for, (A) the preparation of pro forma financial information, including pro forma cost savings, synergies, capitalization or other pro forma adjustments desired to be incorporated into any pro forma financial information and (B) projections, risk factors or other forward-looking statements relating to all or any component of the Debt Financing;

(iii) assist Buyer and its Debt Financing Sources in the preparation of documentation materials, including providing reasonable information and materials with respect to the Business, the Purchased Assets and the Assumed Liabilities that are readily available in the ordinary course of business and consistent with past practice at the time and are reasonably requested by the Buyer to be used in, appropriate and customary materials for a rating agency presentation, a bank information memorandum, and any lender presentation reasonably required in connection with the Debt Financing;

(iv) (A) assist Buyer in the preparation of definitive financing documentation and the schedules and exhibits thereto (including collateral agreements or joinders thereto) with respect to the Business, the Purchased Assets and Assumed Liabilities and as otherwise may reasonably be requested by the Buyer or the Debt Financing Sources in connection with the Debt Financing, (B) facilitate the pledging and perfection of collateral with respect to the Purchased Assets, it being understood that such documents will not take effect until the Closing and no such pledge or grant of security interest with respect to the Purchased Assets shall be effective before the Closing, (C) obtain customary insurance certificates and endorsements and other customary documentation and items contemplated by the Debt Financing as reasonably requested by Buyer or any of its Debt Financing Sources, and (D) take customary corporate, limited liability company and other equivalent actions reasonably requested by Buyer, subject to the occurrence of the Closing, to permit the consummation of the Debt Financing; and

(v) no later than four (4) Business Days prior to the Closing Date, deliver all documentation and other information required by regulatory authorities under applicable "know your customer" and anti-money laundering rules and regulations, including, without limitation, the PATRIOT Act, that, in each case, has been reasonably requested by Buyer in writing, at least nine (9) Business Days in advance of the Closing Date;

provided, in each case, that neither the Sellers nor any of their respective Affiliates (other than, if applicable, Affiliates comprising the Business acquired by the Buyer at Closing, on or after Closing) shall be required to (A) incur or satisfy any Liability or obligation (including the payment of any fees) in connection with the Debt Financing, including under any agreement or document related to the Debt Financing (other than such incurrence by the Business on or after Closing), (B) execute or deliver any definitive financing documents, including any credit or other agreements, pledge or security documents, or other certificates, legal opinions or documents in connection with the Debt Financing or otherwise to commit to taking any action (including entering into such agreements and documents), (C) except as expressly provided herein, take any corporate or similar actions prior to Closing to permit the consummation of the Debt Financing,

(D) take any action that could conflict with, violate or result in a breach of or termination right or default under any Organizational Documents of the Sellers or any of their Affiliates, any Contract, any Transaction Documents or any Law, (E) take any action that could be reasonably likely to subject any director, manager, officer or employee of the Sellers or any of their Affiliates to any actual or potential personal liability that is not indemnified hereunder, (F) cause any director, manager or similar authority of the Sellers or any of their Affiliates to pass resolutions or consents to approve or authorize the execution of the Debt Financing that is not contingent upon the Closing, (G) reimburse any expenses or provide any indemnities to the Debt Financing Sources under the definitive documentation for the Debt Financing (other than such reimbursement or indemnification by the Business on or after Closing), (H) make any representation, warranty or certification that, in the good faith determination of the Sellers, is not true at the time, (I) provide access to or disclose information that the Sellers determine in good faith could jeopardize any attorney-client privilege of, or conflict with any confidentiality requirements applicable to, the Sellers and any of their Affiliates, (J) provide any cooperation or information that does not pertain to the Sellers, their Affiliates, the Business, the Purchased Assets or the Assumed Liabilities (K) deliver any financial or other information that is not currently prepared or readily available in the ordinary course of business at the time requested, and (L) have any obligations under this Section following the consummation of the Transaction. Each Seller and the Seller Representative hereby consents to the use of the Business' logos in connection with the Debt Financing; provided, that such logos are used solely in a manner that is not intended to, or reasonably likely to, harm or disparage the Sellers or any of their Affiliates or the reputation or goodwill of the Sellers, any of their Affiliates, the Business and their respective marks.

(b) Buyer shall indemnify and hold harmless the Sellers, the Affiliates of the Sellers and their respective Representatives from and against any and all liabilities, losses, damages, claims, costs, expenses, interest, awards, judgments and penalties suffered or incurred by them in connection with the arrangement of Debt Financing and the performance of their respective obligations under Section 5.7(a) and any information utilized in connection therewith, except to the extent such losses or damages arise out of or result from, in connection with the arrangement of Debt Financing, (x) willful misconduct or gross negligence or (y) fraud, by the Seller Representative, any Seller, any of their Affiliates, or any of their respective Representatives, in each case of (x) and (y), as determined in a final, non-appealable judgment of a court of competent jurisdiction. Buyer shall, promptly upon written request by the Sellers or their respective Affiliates, reimburse the Sellers or Seller Representative, as applicable, for all reasonable and documented out-of-pocket costs and expenses incurred by the Sellers, Affiliates of Sellers or their respective Representatives in connection with the cooperation required by Section 5.7(a); provided, that the Buyer shall not be responsible for any ordinary course amounts (including, without limitation, amounts payable to existing Representatives of or accountants, consultants, legal counsel or other agents with respect to services provided to the Seller Representative, Sellers or their Affiliates or their respective Representatives, as applicable, prior to the Closing Date) that would have been incurred regardless of any cooperation under Section 5.7(a).

6. ADDITIONAL AGREEMENTS.

6.1 Employees.

(a) At least fifteen (15) days prior to the Closing, Seller shall provide Buyer with an updated Schedule 3.15(c) reflecting any changes (in accordance with the terms of this Agreement) to the Employees and information set forth therein. As of (i) the Closing, with respect to all Employees other than any Employee on Leave (as defined below), and (ii) for any Employee on Leave (as defined below), upon the date such Employee on Leave becomes a Transferred Employee pursuant to the below (such time, the "**Employee Effective Time**"), Sellers shall terminate all Employees and Employees on Leave. Buyer or one of its Affiliates ("**Buyer Employer**") may, (i) no later than fifteen (15) Business Days prior to the Closing, make offers of employment effective as of the Closing to all Employees Buyer chooses in its sole

discretion, other than Employees on Leave, and (ii) for any Employee on Leave, make offers of employment, effective as of the date that such Employee reports back to work at the Business on an active basis within one hundred eighty (180) days after the Closing (or such longer time as is required by Law) as Buyer chooses in its sole discretion. For purposes hereof, an “**Employee on Leave**” means any Employee on short-term or long-term disability, workers compensation or on leave of absence (or in an eligibility exclusion or elimination period to become eligible to receive disability or workers’ compensation benefits) pursuant to any Company Benefit Plan, Sellers’ or Sellers’ Affiliate’s policies, the Family and Medical Leave Act of 1993 or other similar Law as of the Closing. All such offers shall provide for terms of employment, including compensation and benefits as determined by Buyer Employer in Buyer Employer’s sole discretion. Sellers shall retain and be solely responsible for all Liabilities for any severance or separation benefits owed to any Employee who does not become a Transferred Employee. The term “**Transferred Employee**” as used in this Agreement means an Employee who (1) accepts employment with Buyer Employer as of the Closing (and with respect to any Employee on Leave, as of the date such Employee on Leave so reports back for work), (2) satisfies Buyer Employer’s standard hiring practices and procedures (the “**Buyer Eligibility Requirements**”), and (3) actually commences employment with Buyer Employer. For the avoidance of doubt, Sellers shall retain the employment of and all Liabilities, including relating to compensation and benefits, related to any Employee on Leave unless and until such Person becomes a Transferred Employee.

(b) Notwithstanding the forgoing, nothing in this Section 6.1 will prevent Buyer Employer from terminating any Transferred Employee for any reason at any time.

(c) Except as otherwise specifically provided in this Section 6.1 or as otherwise reflected in calculation of Net Working Capital (in each case, solely with respect to Transferred Employees), the Buyer Employer shall not have any Liability (contingent or otherwise), and Sellers hereby expressly retain and assume any Liability (contingent or otherwise), with respect to any Employee or Employee on Leave who is not offered employment with or does not accept employment with Buyer Employer or any other current or former employees, consultants or retirees of Sellers, in each case regardless of when such Liability arose or occurred (whether on, prior to or after the Closing Date). Except as otherwise specifically provided in this Section 6.1 or as otherwise reflected in calculation of Net Working Capital (in each case, solely with respect to Transferred Employees), Sellers shall be solely responsible, and Buyer Employer shall have no obligations or Liabilities whatsoever for, or with respect to any payments, vesting or benefit accrual, compensation, wages, or other amounts payable to any current or former employee, officer, director, independent contractor or consultant of Sellers or their Affiliates, including hourly pay, commission, bonus, salary, accrued vacation or other paid time off, fringe, pension or profit sharing benefits or severance pay for any period relating to the service with Sellers or their Affiliates at any time on or prior to the Closing Date. Buyer Employer shall pay the applicable Transferred Employees the unpaid portion of any Transferred Employee’s bonus for the calendar year in which the Closing Date occurs at the same time such bonuses are paid to such Transferred Employee in the Ordinary Course of Business consistent with past practices, solely to the extent such bonus payments are reflected in Net Working Capital.

(d) Effective as of the Closing Date, Buyer Employer shall assume (i) an aggregate amount equal to the account balances under the Deferred Compensation Plans accrued through the Closing Date with respect to the Transferred Employees (the “**Eligible Employees**”) (together with the employer portion of any payroll, social security, unemployment or similar Taxes imposed on such amounts, the “**Deferred Compensation Payments**”) and (ii) the transaction bonuses set forth on Schedule 6.1(d)(ii) (together with the employer portion of any payroll, social security, unemployment or similar Taxes imposed on such amounts, the “**Transaction Bonus Payments**” and together with the Deferred Compensation Payments, the “**Deferred Compensation and Transaction Bonus Payments**”), in each case, solely to the extent such Deferred Compensation Payments and Transaction Bonus Payments are reflected in the

Deferred Compensation and Transaction Bonus Payments amount included in the Final Purchase Price. For the avoidance of doubt, none of Buyer or any of its Affiliates are assuming the Deferred Compensation Plans or any Liabilities or obligations thereunder. Effective as soon as practicable following the Closing Date, Buyer Employer or its Affiliate shall establish a cash incentive program for the benefit of Eligible Employees pursuant to which Eligible Employees will be eligible to receive one or more payment(s) in an aggregate amount equal to such Eligible Employee's Closing Date account balance under the Deferred Compensation Plans (less any payroll, social security, unemployment or similar Taxes imposed on such amounts), subject to the terms and conditions (including timing of payment(s)) as are established by Buyer Employer in its sole discretion.

(e) For purposes of eligibility to participate, vesting, vacation entitlement, and determining levels of future severance benefits (but not benefit accrual under defined benefit plans, for purposes of early retirement eligibility and early retirement subsidies (including retirement treatment under any equity incentive plans of the Buyer Employer) or for any purpose under any benefit or compensation plans or arrangements providing for nonqualified deferred compensation, change in control, transaction, retention, defined benefit pension, equity, equity-based or phantom equity-based compensation opportunities or benefits and retiree or post-employment health or welfare benefits) under the employee benefit plans of Buyer Employer in which Transferred Employees may participate following the Employee Effective Time, excluding any such plans providing for nonqualified deferred compensation, change in control, transaction, retention, defined benefit pension, equity, equity-based or phantom equity-based compensation opportunities or benefits and retiree or post-employment health or welfare benefits (the “**Buyer Plans**”), Buyer Employer shall use commercially reasonable efforts to credit each such Transferred Employee with his or her years of service with the Sellers, their Affiliates and any predecessor entities, to the same extent and for the same purposes as such service was credited under the analogous Company Benefit in which such Transferred Employee participated immediately prior to the Closing Date, except to the extent such credit would result in the duplication of benefits, compensation or coverage for the same period of service. For the plan year that includes the Closing Date, Buyer Employer shall use commercially reasonable efforts to (i) cause to be waived under any applicable Buyer Plan that is a group health plan any preexisting condition limitations, actively-at-work requirements, exclusions and waiting periods to the same extent waived or not applicable under, or previously satisfied by such Transferred Employee under, the relevant Company Benefit Plan that is a group health plan as of immediately prior to the Closing Date, and (ii) cause the Transferred Employees to be given credit under the applicable Buyer Plan that is a group health plan for amounts paid during the plan year in which the Closing Date occurs prior to the date on which such Transferred Employees commence participation in such Buyer Plan for purposes of satisfying the corresponding deductibles, co-payments, co-insurance and out-of-pocket maximums under the analogous Buyer Plan that is a group health plan for the plan year in which the Closing Date occurs.

(f) Subject to the terms and conditions of Buyer Employer's applicable benefit plans, for each Employee (other than any Employee who is a Physician) who becomes a Transferred Employee, Buyer Employer shall carry over, and give credit for, the unused Paid Time Off and Accrued Compensation of such Transferred Employee as of immediately prior to the Employee Closing but solely to the extent such Paid Time Off or Accrued Compensation is reflected in Net Working Capital (the aggregate number of hours of Paid Time Off assumed by Buyer Employer for all Transferred Employees pursuant to this Section 6.1(f), the “**Assumed Paid Time Off**”); provided, however, that, solely to the extent required by applicable Law, Sellers shall pay to each Transferred Employee terminated in accordance with Section 6.1(a) all of his or her Assumed Paid Time Off or Accrued Compensation (and Buyer will fund such payments at Closing pursuant to Section 1.7(a) (the “**Buyer 6.1(f) Payment**”), to the extent reflected in Net Working Capital, and therefore such paid Assumed Paid Time Off shall not carry over or be given credit for). Seller shall retain any Liabilities as of immediately prior to the Closing for all unused Paid Time Off of all Employees who do not become Transferred Employees.

(g) Prior to the Closing, Sellers 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 Employees and other employees of Sellers as a result of any action by Sellers on or prior to the Closing, or following the Effective Time with respect to any Employee who does not become a Transferred employee for any reason. Following the Closing, 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 Closing.

(h) Except as otherwise expressly provided for herein, as of and following the Closing Date, Sellers and their Affiliates (other than the Business) shall retain sponsorship of and be solely responsible for any and all Liabilities at any time arising under or with respect to all Company Benefit Plans and any other benefit or compensation plan, program, policy, agreement or arrangement of any kind at any time maintained, sponsored, or contributed to or required to be contributed by Sellers and its Affiliates or to which Seller or any of its Affiliates have any Liability. Effective no later than the Closing Date, the Sellers shall have taken all actions necessary and appropriate to (i) one hundred percent (100%) vest all account balances of Employees that participate in any Company Benefit Plan that is intended to be qualified under Section 401(a) of the Code, and (ii) make all employer contributions to such Company Benefit Plan for that would have been made on behalf of such Employees had the transactions contemplated by this Agreement not occurred, regardless of any service or end of year employment requirements, but prorated for the portion of the plan year that ends on the Closing Date. For so long as Sellers or their ERISA Affiliates maintain a group health plan, Sellers (and such ERISA Affiliates) shall be solely responsible for any and all Liabilities arising under COBRA with respect to any "M&A Qualified Beneficiaries" (as that term is defined in Treasury Section 54.4980B-9). Nothing in this Agreement shall be construed as a determination by any Party that Buyer is a successor for any benefits related purposes, and the Sale Order shall provide that Buyer shall have no responsibility for any COBRA Liabilities relating to "M&A Qualified Beneficiaries" (or otherwise) or any other Liabilities associated with the Company Benefit Plans or any other benefit or compensation plans, programs, policies, agreements or arrangements of Seller or its Affiliates, or otherwise be a successor for any purpose related to any such benefit or compensation plan, programs, policies, agreements or arrangements.

(i) As of the Employee Effective Time, each Seller shall pay, or have taken all necessary action to cause to be paid, to the Transferred Employees all wages, bonuses, benefits and other compensation (other than Assumed Paid Time Off, Accrued Compensation and amounts under Section 6.1(f)) payable to or earned by the Transferred Employees as of the Closing Date on account of such Transferred Employee's termination of employment with the applicable Sellers.

(j) The Parties agree that Buyer's determination of any Employee satisfaction of Buyer Eligibility Requirements will take place (i) at the same time and pursuant to the same procedures, whether such Employee is a full time employee, part-time employee or employee on approved leave of absence pursuant to Sellers' or their Affiliate'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 Employee's personnel records or other employment or health records maintained by Sellers.

(k) If any Employee requires a work visa, work permit or employment pass or other legal or regulatory approval for his or her employment with Buyer Employer, Sellers shall use reasonable efforts to cause any such visa, permit, pass or other approval to be obtained and in effect prior to the Closing. In the event any such permit, pass or other approval is not obtained and in effect prior to the Closing, such

Employee shall not commence employment with Buyer Employer until such approval is obtained, and Sellers shall use reasonable efforts to cause any such visa, permit, pass or other approval to be obtained as soon as reasonably practicable thereafter and shall make such Employee reasonably available to assist Buyer Employer in the operation of the Business.

(l) At least ten (10) Business Days prior to Closing, Sellers shall provide to Buyer a true and correct list of each employee of Sellers or their Affiliates working at the same “site of employment” (as defined by the WARN Act), or other geographic area applicable under the WARN Act, who suffered an “employment loss” (including as a result of a furlough or reduction in hours) under the WARN Act within the ninety (90) days immediately preceding the Closing Date (including, for each such employee, the relevant site of employment and date of termination) (the “**Termination List**”). Sellers shall provide an updated Termination List on the Closing Date.

(m) The provisions contained in this Section 6.1 shall not (i) be treated as an establishment, adoption, amendment or other modification of any Company Benefit Plan, Buyer Plan or other benefit or compensation plan, program, policy, agreement or other arrangement, (ii) limit the right of Buyer Employer to terminate (or modify the terms and conditions of employment of) any Employee at any time and for any reason, (iii) create any third party rights, benefits or remedies of any nature whatsoever in any Employee of the Sellers (or any beneficiaries or dependents thereof) or any other Person that is not a party to this Agreement or (iv) prohibit Buyer Employer from amending, modifying or terminating any Company Benefit Plan, Buyer Plan or any other benefit or compensation policy, program, policy, agreement or arrangement.

(n) During the Interim Period, Sellers shall provide Buyer for its review and comment the plan and award documentation of a retention program providing for the payment in an amount equal to \$75,000 for each Employed Physician and \$10,000 for each Non-Physician Provider to be payable in connection with the Closing, subject to such Employed Physician or Non-Physician Provider becoming a Transferred Employee (the “**Stewardship Primary Care Provider Retention Program**”). Any terms of the Stewardship Primary Care Provider Retention Program that materially differ from the prior sentence and the plan and award documentation provided to Buyer during the Interim Period shall be subject to Buyers’ approval and modifications shall reflect Buyer’s reasonable comments. Buyer shall assume the Stewardship Primary Care Provider Retention Program at Closing and pay and perform the obligations thereunder to applicable Transferred Employees.

6.2 Post-Closing Receipt of Assets or Excluded Assets.

(a) Any asset that is an Excluded Asset (i) pursuant to the terms of this Agreement, (ii) as otherwise determined by the Parties’ mutual written agreement or (iii) absent such agreement, as finally determined by a court of law pursuant to Section 12.2, and which comes into the possession, custody or control of Buyer (or its respective successors-in-interest, assigns or Affiliates) shall, as soon as reasonably practicable, be transferred, assigned or conveyed by Buyer (and its respective successors-in-interest, assigns and Affiliates) to Sellers at Sellers’ cost. Buyer and its respective successors-in-interest, assigns and Affiliates, shall not have any right, title or interest in or obligation or responsibility with respect to such Excluded Asset except that Buyer shall hold such asset in trust for the benefit of Sellers until such transfer, assignment and conveyance. Buyer and its respective successors-in-interest, assigns and Affiliates, shall have neither the right to offset amounts payable to Seller under this Section 6.2(a) against, nor the right to contest its obligation to transfer, assign and convey to Seller because of, outstanding claims, Liabilities or obligations asserted by Buyer against Seller including but not limited to pursuant to the Purchase Price adjustment of Section 1.8.

(b) Any asset that is an Purchased Asset (i) pursuant to the terms of this Agreement, (ii) as otherwise determined by the Parties' mutual written agreement or (iii) absent such agreement, as finally determined by a court of law pursuant to Section 12.2, and which comes into or remains in the possession, custody or control of any Seller (or its respective successors-in-interest, assigns or Affiliates) shall, as soon as reasonably practicable, be transferred, assigned or conveyed by such Seller (and its respective successors-in-interest, assigns and Affiliates) to Buyer at Buyer's cost. Sellers and their respective successors-in-interest, assigns and Affiliates shall not have any right, title or interest in or obligation or responsibility with respect to such Purchased Asset except that such Seller shall hold such asset in trust for the benefit of Buyer until such transfer, assignment and conveyance. Sellers and their respective successors-in-interest, assigns and Affiliates, shall have neither the right to offset amounts payable to Buyer under this Section 6.2(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 Sellers against Buyer including but not limited to pursuant to the Purchase Price adjustment of Section 1.8.

6.3 Shared Payor Contracts.

(a) If requested by the Seller Representative, and to the extent legally permissible, the Buyer and its Affiliates shall cooperate and use commercially reasonable efforts after the date hereof to facilitate and assist the applicable Seller in negotiating one or more new contracts relating to assets and businesses of SHCS and its Affiliates other than the Purchased Assets and the Business (such assets and businesses of SHCS and its Affiliates other than the Purchased Assets and the Business collectively, the "Steward Business") with the counterparty to each of the Shared Payor Agreements to be effective on or after the Closing Date on terms that are substantially similar to the terms contained in the Shared Payor Agreements (each such Contract, a "Replacement Contract"). Sellers will use commercially reasonable efforts to negotiate and enter into Replacement Contracts as promptly as practicable following the Closing Date (and to the extent legally permissible, prior to Closing).

(b) If any applicable Seller is not able to obtain a Replacement Contract prior to the Closing, then, following the Closing Date until the Delayed Payor Outside Date, to the extent permissible under applicable Law and under the terms of the applicable Shared Payor Agreements, (i) Buyer and its Affiliates shall perform the obligations under such Shared Payor Agreements relating to the Purchased Assets and the operation of the Business and Sellers and their Affiliates shall use reasonable best efforts to cooperate with Buyer and its Affiliates to allow Buyer and its Affiliates to perform such obligations, (ii) Sellers and their Affiliates shall perform the obligations under such Shared Payor Agreements relating to the Excluded Assets and the Steward Business and Buyer and its Affiliates shall use reasonable best efforts to cooperate with Sellers and their Affiliates to allow Sellers and their Affiliates to perform such obligations, (iii) Buyer and its Affiliates, as applicable, shall hold in trust for the benefit of the applicable Seller, and shall promptly forward to the applicable Seller, any monies or other benefits received pursuant to such Shared Payor Agreements directly relating to the Steward Business, and (iv) the Parties shall use commercially reasonable efforts to institute alternative arrangements intended to put the Parties in a substantially similar economic position as if such Shared Payor Agreements had been replaced by a Replacement Contract.

(c) Notwithstanding anything to the contrary, no such action described in this Section 6.3 shall be taken or implemented (including by any Seller prior to the Closing), or be required to be taken or implemented (including by any Seller prior to the Closing), to the extent such action would interfere with Buyer's enjoyment of the benefit of a Payor Agreement that is an Assumed Contract (including any change to the economic or other terms of such Payor Agreement), including Buyer's enjoyment of the benefits contemplated by Section 2.4 with respect to a Delayed Payor Agreement (including any change to the economic or other terms of such Payor Agreement).

6.4 New MPT Leases. Sellers and its Affiliates shall reasonably cooperate, at the request of Buyer, and use commercially reasonable efforts after the date hereof to facilitate and assist Buyer in negotiating one or more new leases with MPT (or its designees) with respect to the leased properties that are currently subject of the Existing MPT Real Property Leases.

6.5 Medical Records. Following the Closing, Sellers and its Affiliates shall, to the extent permitted by applicable Law, have access upon reasonable prior notice to the Business and Medical Records transferred to Buyer for purposes of preparing income tax returns, responding to requests from governmental authorities, defending or prosecuting litigation, and any other legitimate business purpose. Buyer shall retain all such records in accordance with its standard record-keeping practices and shall reasonably cooperate with Sellers and its Affiliates in making such records available when requested by Seller Representative.

6.6 Transitional Trademark License. As soon as reasonably practicable after the Closing, but in no event later than 120 days after Closing, Buyer shall (i) cease all use of the name of Sellers and their Affiliates, including “Steward”, and any other related Trademark or design used by the Business as of the Closing (the “**Seller Marks**”), (ii) change the name of the Business to a new corporate name that does not include the name “Steward” or any of the Seller Marks, and shall deliver to Sellers evidence of such name change, including the filing and receipt documents issued by the Secretary of State in connection with such name change, and (iii) remove the Seller Marks from all of the assets acquired pursuant to this Agreement. Sellers (on behalf of themselves and their Affiliates) hereby grant to Buyer pursuant to this Section 6.6 a limited transitional license for 120 days to use the Seller Marks in substantially the same manner as such Seller Marks were used in the Business during the twelve (12) months prior to the Closing, solely for the purpose of transitioning from such names as soon as practicable after the Closing.

6.7 Physician Specialist Subleases for Co-Located Leases. For each Lease set forth on Schedule 6.7 that is an Assumed Contract (the “**Co-Located Leases**”), Buyer and its Affiliates shall during the Interim Period use commercially reasonable efforts to enter into sublease agreements with Affiliates of Sellers for the benefit of the physician specialists associated with the Steward Business for the co-located leased properties that are subject of the Co-Located Leases, in each case, on terms and conditions reasonably acceptable to parties thereto that will in any event comply with applicable Laws, including, but not limited to Healthcare Law.

6.8 USFHP Pharmacy Licensure Process. Buyer acknowledges that timing of the USFHP Pharmacy License (as defined on Schedule 3.5(a)) and all other licenses and permits required to operate the USFHP Business will depend on actions taken by applicable Governmental Bodies, including, without limitation, the Massachusetts Board of Pharmacy; therefore Buyer will, during the Interim Period, provide commercially reasonable cooperation with Sellers in connection with any actions necessary and convenient to complete the application for the USFHP Pharmacy License, transfer such USFHP Pharmacy License to Buyer, and to obtain or transfer other licenses or registrations required to operate the USFHP Business in preparation for the Closing (the “**USFHP Pharmacy License Process**”) (for the avoidance of doubt, in the event of a Provider Only Transaction, Buyer will not be required to take the USFHP Pharmacy License or such other license). Except in the case of a Provider Only Transaction, if such USFHP Pharmacy License Process is not complete prior to the Closing, Buyer and Sellers shall enter into an interim agreement pursuant to the term sheet attached hereto as Exhibit I to enable Buyer post-Closing to access pharmacy services necessary and appropriate for Buyer to fulfill its obligations under the Brighton MSA relating to the USFHP Pharmacy (“**USFHP Pharmacy Transition Agreement**”). If for any reason the USFHP Pharmacy Transition Agreement is not finalized, then the term sheet attached hereto as Exhibit I shall itself serve at the USFHP Pharmacy Transition Agreement. In the event that the closing occurs under the SEMC APA (as defined on Exhibit I), then Sellers shall obtain agreement from the SEMC Buyer (as defined on Exhibit I) to assume Sellers’ obligations under this Section 6.8 or the USFHP Pharmacy Transition

Agreement, as applicable, it being understood that, other than in a Provider Only Transaction, the satisfaction of the condition in Section 7.6 requires, among other things, that Buyer have in place a valid and enforceable USFHP Pharmacy Transition Agreement at Closing. The USFHP Pharmacy Transition Agreement shall be required to provide that if the SEMC Hospital is sold after the Closing, then the Sellers shall be required to require the SEMC Buyer (as defined on Exhibit I) to agree to assume the USFHP Pharmacy Transition Agreement.

6.9 Unassumed Leased Real Property. In the event Buyer does not assume any Leased Real Property at Closing, Sellers will provide, or cause to be provided to Buyer, reasonable access for 15 days post-Closing to permit Buyer, at Buyer's expense, to remove any Personal Property constituting Purchased Assets located at such Leased Real Property. In the event that Buyer does not remove such Personal Property within such 15-day period, such Personal Property will be deemed Excluded Assets.

6.10 BMI. Notwithstanding anything in this Agreement or the Confidentiality Agreement to the contrary:

(a) during the Interim Period, (i) Sellers shall give Buyer reasonable advance notice of any mediation, proceeding, conference or meeting of any kind (whether in court or otherwise) involving any Seller and BMI and its representatives and other parties related to the USFHP Business and representatives of such parties (collectively, the "**BMI Relevant Parties**") in relation to the Brighton MSA, the Brighton Lease or the USFHP Business (the "**BMI Issues**") (each, a "**BMI Session**"); (ii) Sellers shall provide Buyer within a reasonable amount of time in advance of each BMI Session copies of all documents and materials, and will brief Buyer on all information, related to any such BMI Session or the topic thereof; (iii) Sellers will provide regular updates to Buyer about material developments regarding the resolution of the disagreements with, and claims by, BMI Relevant Parties to the BMI Issues and the strategy supporting any proposed resolutions; (iv) Sellers will use reasonable best efforts to actively pursue in good faith the resolution of all BMI Issues; (v) Sellers shall not offer, agree to or enter into any settlement, or consent to the entry of any Order, with respect to any BMI Issue without the prior written consent of Buyer; (vi) Buyer will be permitted direct access to the BMI Relevant Parties, and may freely meet and communicate (including with respect to BMI Issues) with the BMI Relevant Parties without any consent from, or participation by Sellers or their representatives, in respect of the potential conduct of the USFHP Business by the Buyer following the Closing and a Replacement Brighton MSA; and (vii) Sellers will cooperate in good faith to facilitate meetings between Buyer and BMI Relevant Parties, and use reasonable best efforts to promptly provide relevant information and access to relevant personnel, upon reasonable notice during business hours, to facilitate and support discussions between Buyer and BMI, in respect of the potential conduct of the USFHP Business by the Buyer following the Closing and a Replacement Brighton MSA; and

(b) following the date upon which the condition set forth in Section 7.4(i) is satisfied and until the Closing, (i) Sellers will confer and strategize with, and take reasonable direction from, Buyer and its representatives with respect to the BMI Issues; (ii) Sellers will permit active participation by Buyer and its representatives in any BMI Session; (iii) in the event that any BMI Session involves the delivery of filings or other materials, or remarks, by or on behalf of a Seller or a representative thereof, such filings, materials and remarks will be subject to reasonable approval by Buyer; and (iv) at Buyer's election, Sellers will grant authority to Buyer to take control of the resolution of any BMI Issue with counsel designated by Buyer;

6.11 Rejection Order. Sellers shall modify the Rejection Order to remove the agreement with Health Endeavors, LLC and the two agreements with Radial Analytics, Inc. listed in the Services Agreements section of the applicable schedule thereto and make such agreements available as Executory Contracts on the Contract & Cure Schedule.

6.12 HC MSA. Following the date hereof and prior to the Closing, Buyer and Sellers shall use reasonable best efforts to enter into a commercially reasonable agreement to provide Sellers (including for the benefit of hospital buyers) access to the services provided under the HC MSA for six (6) months following the Closing; provided, that (i) such agreement shall be subject to the contractual obligations, terms and conditions set forth in the HC MSA and (ii) in no event shall Buyer be required to compensate or agree to concessions in favor of any third party.

7. CONDITIONS PRECEDENT TO OBLIGATIONS OF BUYER.

The obligations of Buyer to consummate the Transactions are subject to the satisfaction, on or prior to the Closing, of each of the following conditions (any or all of which may be waived by Buyer in whole or in part to the extent permitted by applicable Law):

7.1 Representations and Warranties. (i) Each of the Seller Fundamental Representations shall be true and correct in all material respects as of the date hereof and the Closing Date (as if made on and as of the Closing Date, except to the extent that any such Seller Fundamental Representation, by its terms, is expressly limited to a specific date, in which case, as of such specific date) and (ii) each of the representations and warranties of the Sellers set forth in Section 3 (other than the Seller Fundamental Representations) shall be true and correct (without giving effect to any “material”, “materially”, “materiality”, “Material Adverse Effect”, “material adverse change” or similar qualifiers contained in any of such representations and warranties) as of the date hereof and as of the Closing Date (as if made on and as of the Closing Date, except to the extent that any such representation or warranty, by its terms, is expressly limited to a specific date, in which case, as of such specific date), except where the failure of such representations and warranties to be so true and correct has not had or would not have a Material Adverse Effect.

7.2 Performance. The Sellers shall have performed and complied in all material respects with all obligations and agreements required by this Agreement to be performed or complied with by them on or prior to the Closing.

7.3 Material Adverse Effect. From the date of this Agreement until the Closing, there shall not have been a Material Adverse Effect.

7.4 Regulatory Approvals. The (i) waiting period (and any voluntary agreement with a Governmental Body not to consummate the Transactions for any period of time) applicable to the Transactions under the HSR Act shall have expired or been terminated and (ii) either (A) HPC shall have completed its review of the Transactions in accordance with M.G.L. chapter 6D section 13(a) and notified the parties of its determination not to conduct a Cost and Market Impact Review, and sixty (60) days shall have elapsed after the Parties filed the Transactions for review in accordance with M.G.L. chapter 6D section 13(a) or HPC and each other applicable Governmental Body shall have confirmed that the Transactions may be consummated prior to the end of such sixty (60) day period) or (B) solely in the case that there has been a Buyer CMIR Election, if HPC elects to conduct a Cost and Market Impact Review, thirty (30) days has elapsed since the issuance of HPC’s final Cost and Market Impact Review report.

7.5 No Restraints. There shall not be any Law, Legal Proceeding, or Order adopted, promulgated, issued, being pursued, threatened, or enforced by a Governmental Body restraining, enjoining, preventing or otherwise prohibiting the consummation of the Transactions or seeking to do so or declaring unlawful or illegal the performance of this Agreement or seeking to do so.

7.6 Closing Documents. The Seller Representative shall have delivered, or caused to be delivered, to Buyer each of the documents, required to be delivered or performed by the Sellers, pursuant to Section 2.2.

7.7 Sale Order. The Bankruptcy Court shall have entered the Sale Order and such Sale Order shall be in full force and effect, not have been reversed, modified or amended, and be a Final Order.

7.8 Credentialing Under Certain Payor Contracts. The Buyer shall have received confirmation of the credentialing for the providers related to the Business to be employed or contracted by Buyer or its Affiliates as of the Closing under all of the Payor Agreements with Blue Cross and Blue Shield of Massachusetts, Mass Health / Massachusetts Executive Order of Health and Human Services and Point 32 (which, for the avoidance of doubt, includes Harvard Pilgrim and Tufts) or any of their respective Affiliates.

7.9 No Rejection of Related Party Leases. There shall not be any rejection of (or any rejection being publicly pursued with respect to) the landlord interest with respect to any Tenant Lease where the landlord is a Seller or an Affiliate of a Seller or the tenant interest in any Third-Party Lease where the tenant is a Seller or an Affiliate of a Seller unless consented otherwise by Buyer; provided, that the Sellers may reject in its sole discretion any Existing MPT Real Property Leases.

7.10 Rejection of CareMax-Steward Contracts. Either (i) The Bankruptcy Court shall have entered an order approving the Debtors' rejection of the CareMax Steward Contracts (as defined in the Debtors' Motion for Order (I) Authorizing Rejection of Executory Contracts with CareMax and Certain Related Executory Contracts Effective as of June 22, 2024, and (II) Granting Related Relief [Docket No. 969]) pursuant to Section 365 of the Bankruptcy Code (the "**Rejection Order**") as modified pursuant to Section 6.11, and as of the Closing Date, such order shall (a) not have been reversed, stayed, modified, amended, enjoined, set aside, annulled, or suspended, and (b) be a Final Order, (ii) the CareMax Steward Contracts shall be consensually terminated in accordance with their terms by the parties thereto, or (iii) the Sellers and Buyer shall consent to an alternate treatment of the CareMax Steward Contracts.

7.11 MassHealth. The Parties shall have received confirmation of approval, consent and waivers from applicable Governmental Bodies to permit Buyer to participate in the MassHealth ACO model as a Primary Care ACO upon Closing in a manner that complies with the MA Primary Care ACO Contract and other applicable Healthcare Laws, including, but not limited to, ensuring Buyer obtains or is transferred the necessary Permits and accreditations required for participation in the MassHealth ACO model.

8. CONDITIONS PRECEDENT TO OBLIGATIONS OF SELLERS.

The obligations of the Sellers to consummate the Transactions are subject to the satisfaction, on or prior to the Closing, of each of the following conditions (any or all of which may be waived by the Sellers to the extent permitted by applicable Law):

8.1 Representations and Warranties. (i) Each of the Buyer Fundamental Representations shall be true and correct in all material respects as of the date hereof and the Closing Date (as if made on and as of the Closing Date, except to the extent that any such Buyer Fundamental Representation, by its terms, is expressly limited to a specific date, in which case, as of such specific date), and (ii) each of the representations and warranties of the Buyer set forth in Section 4 (other than the Buyer Fundamental Representations) shall be true and correct (without giving effect to any "material", "materially", "materiality", "material adverse effect", "material adverse change" or similar qualifiers contained in any of such representations and warranties) as of the date hereof and as of the Closing Date (as if made on and as of the Closing Date, except to the extent that any such representation or warranty, by its terms, is expressly

limited to a specific date, in which case, as of such specific date), except where the failure of such representations and warranties to be so true and correct has not had or would not reasonably be expected to have, individually or in the aggregate, a material adverse effect on Buyer's ability to consummate the Transactions.

8.2 Performance. Buyer shall have performed and complied in all material respects with all obligations and agreements required by this Agreement to be performed or complied with by Buyer on or prior to the Closing.

8.3 No Restraints. There shall not be any Law or Order adopted, promulgated, issued or enforced by a Governmental Body restraining, enjoining, preventing or otherwise prohibiting the consummation of the Transactions or declaring unlawful or illegal the performance of this Agreement.

8.4 Regulatory Approvals. The (i) waiting period (and any voluntary agreement with a Governmental Body not to consummate the Transactions for any period of time) applicable to the Transactions under the HSR Act shall have expired or been terminated and (ii) either (A) HPC shall have completed its review of the Transactions in accordance with M.G.L. chapter 6D section 13(a) and notified the parties of its determination not to conduct a Cost and Market Impact Review, and sixty (60) days shall have elapsed after the Parties filed the Transactions for review in accordance with M.G.L. chapter 6D section 13(a) or HPC and each other applicable Governmental Body shall have confirmed that the Transactions may be consummated prior to the end of such sixty (60) day period) or (B) solely in the case that there has been a Buyer CMIR Election, if HPC elects to conduct a Cost and Market Impact Review, thirty (30) days has elapsed since the issuance of HPC's final Cost and Market Impact Review report..

8.5 Closing Documents. Buyer shall have delivered, or caused to be delivered, to Sellers each of the documents required to be delivered or performed by the Sellers, pursuant to Section 2.3.

8.6 Sale Order. The Bankruptcy Court shall have entered the Sale Order and such Sale Order shall not be subject to a stay and shall be in full force and effect, not have been reversed, modified or amended.

9. BANKRUPTCY PROVISIONS.

9.1 Assumption of Executory Contracts.

(a) Schedule 9.1(a) sets forth an accurate and complete list of all Executory Contracts (excluding Existing MPT Real Property Leases) and in each case, including the estimated Cure Costs in respect of each Executory Contract set forth in such schedule (each such Contract, an "**Available Executory Contract**"). Sellers shall provide Buyer with (i) consultation rights as to any negotiations or discussions regarding Cure Costs between Sellers and counterparties to any Executory Contracts and (ii) material updates to the estimated Cure Costs set forth on Schedule 9.1(a) as soon as reasonably practicable upon Sellers' determination that the Cure Costs with respect to any Executory Contract has materially changed. Buyer will provide to the Sellers no later than three (3) Business Days prior to the Closing (the "**Designation Deadline**") a schedule of all Available Executory Contracts that it desires to be assumed at Closing and assigned to Buyer pursuant to Section 365 of the Bankruptcy Code (the "**Contract & Cure Schedule**"). Sellers shall not reject any Available Executory Contract without Buyer's prior written consent through the Designation Deadline, and will not reject any Executory Contracts on the Contract and Cure Schedule without Buyer's prior written consent or until such Contract is made an Excluded Contract in accordance with this Section 9.1.

(b) From the date of this Agreement through the Designation Deadline, Buyer may amend the Contract & Cure Schedule to add or remove any Available Executory Contract (including, any Previously Omitted Contract). Except as otherwise provided herein, and unless the Bankruptcy Court orders otherwise, each Available Executory Contract listed on the Contract & Cure Schedule will be an Assumed Contract and assigned and sold to Buyer on the Closing Date.

(c) Notwithstanding anything contained within this Agreement to the contrary, (i) Buyer shall be entitled, in its sole discretion, to designate any Disputed Contract as an Excluded Contract by providing written notice (email being sufficient) to Sellers at any time during the pendency of the dispute and, in any event, within five (5) Business Days after the date on which the Bankruptcy Court has entered an order fixing a Cure Cost that is higher than the amount listed in the Cure Cost Certificate, (ii) nothing in the Bidding Procedures Order, the Sale Order, or otherwise shall abridge the foregoing right of Buyer, and (iii) Buyer shall not be obligated, under any circumstances, to pay any Cure Costs on account of any Disputed Contract that is an Excluded Contract. Absent such designation contemplated in clause (i) hereof, Sellers shall assume and assign such Disputed Contract in accordance with the terms hereof applicable to Assumed Contracts. Sellers shall not reject, or permit rejection, of any Disputed Contract until the earlier of (x) 180 days after Closing or (y) a designation as contemplated in clause (i) hereof.

(d) If prior to the Closing, it is discovered that an Executory Contract should have been listed on Schedule 9.1(a) but was not so listed (any such Contract, a **“Previously Omitted Contract”**), Sellers 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 Previously Omitted Contract, provide Buyer with a copy of such Previously Omitted Contract and update Schedule 9.1(a) to include such Previously Omitted Contract. If Buyer notifies Sellers of a Previously Omitted Contract, Sellers shall promptly, (but in no event later than three (3) Business Days following notice thereof), provide Buyer with a copy of such Previously Omitted Contract and update Schedule 9.1(a) to include such Previously Omitted Contract. Sellers shall promptly provide Buyer with copies of all Available Executory Contracts to the extent not provided as of the date hereof. Promptly following the date hereof, Sellers shall update Schedule A-7 to include all Shared Payor Agreements omitted from Schedule A-7 and Schedule A-10 to include all SMG FFS Agreements omitted from Schedule A-10.

(e) If Buyer includes a Previously Omitted Contract on the Contract & Cure Schedule in accordance with Section 9.1(d), the applicable Seller shall file and serve a notice on the counterparty to such Previously Omitted Contract notifying such counterparty of such Seller’s intention to assume and assign to Buyer such Previously Omitted Contract. Such notice shall provide such contract counterparties with fourteen (14) Business Days to object, in writing, to such Seller and Buyer to the assumption of its Contract. If such counterparties, such Seller and Buyer are unable to reach a consensual resolution with respect to the objection, unless otherwise agreed by Buyer, such Seller will seek a hearing before the Bankruptcy Court to seek approval of the assumption and assignment of such Previously Omitted Contract. If no objection is timely served on such Seller and Buyer, then such Previously Omitted Contract shall be deemed assumed by such Seller and assigned to Buyer pursuant to the Sale Order. The Sellers and Buyer shall execute, acknowledge and deliver such other instruments and take commercially reasonable efforts as are reasonably practicable for Buyer to assume the rights and obligations under such Previously Omitted Contract. Sellers shall pay or caused to be paid Cure Costs in respect of any Previously Omitted Contract that becomes an Assumed Contract.

(f) For the avoidance of doubt, Cure Costs shall be the sole responsibility of Sellers and shall be deemed Excluded Liabilities for all purposes; provided, that Cure Costs for Assumed Contracts that are included in the Final Purchase Price shall be paid by Buyer, on behalf of Sellers, in an amount not to exceed the amount designated for such Cure Costs in the Final Purchase Price.

9.2 Bankruptcy Court Matters.

(a) 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. 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.

(b) The Sale Order and all of its exhibits, schedules, agreements, documents and instruments attached thereto to be filed with the Bankruptcy Court (collectively, the “**Sale Documents**”) shall be in form and substance reasonably acceptable to Buyer and promptly filed by Seller after the execution of this Agreement. In furtherance of the foregoing, unless otherwise waived by Buyer, Sellers shall provide a draft of each Sale Document in substantially final form to Buyer within three (3) Business Days prior to filing. Buyer will, promptly and without unreasonable delay in light of the deadlines included in this Agreement, the Sellers’ DIP Financing agreements or set by the Bankruptcy Court, provide comments to or acceptance of such Sale Documents. Sellers shall otherwise consult with Buyer concerning the Sale Order and any other Orders of the Bankruptcy Court relating to the Transactions, and the bankruptcy pleadings and proceedings in connection therewith. Sellers shall also promptly provide Buyer with copies of all material pleadings or other documents received by or served by or upon Sellers in connection with the Chapter 11 Cases that relate to, or, in Sellers’ reasonable judgment, are reasonably expected to affect the Transactions and which (i) have not, to the Knowledge of Sellers, otherwise been served on Buyer, (ii) are not publicly available and (iii) can be shared with Buyer without any breach of Sellers or their Affiliates’ confidentiality obligations to any third party or would result in loss of privilege.

(c) Seller shall give appropriate notice, and provide appropriate opportunity for hearing, to all Persons entitled thereto, of all motions, orders, hearings, and other proceedings relating to this Agreement or any Ancillary Agreement and the transactions contemplated hereby and thereby and such additional notice as ordered by the Bankruptcy Court or as Buyer may reasonably request.

(d) If an appeal is taken, or petition for certiorari or motion for rehearing or re-argument filed, or a stay pending appeal is requested from either the Bidding Procedures Order or the Sale Order, Sellers shall immediately notify Buyer of such appeal, petition, motion or stay request and, provided Buyer will uses commercially reasonable efforts to defend such appeal, Sellers, with prior input from Buyer, shall take all reasonable steps to defend against such appeal, petition, motion or stay request. Notwithstanding the foregoing, nothing in this Agreement precludes the Parties from consummating the Transactions if the Sale Order has been entered.

10. TAX MATTERS.

10.1 Allocation of Purchase Price. For all applicable Tax purposes, Buyer, Sellers and their respective Affiliates shall allocate the Purchase Price (and any Assumed Liabilities or other amounts treated as part of the Purchase Price for applicable Tax purposes) among the Purchased Assets consistent with the requirements of Section 1060 of the Code and the regulations promulgated thereunder and any similar provision of applicable Tax Law and in accordance with Schedule 10.1 (the “**Allocation Methodology**”, and any allocation prepared consistent therewith, an “**Allocation**”). No more than one hundred twenty (120) days following the final determination of the Purchase Price (as finally determined under Section 1.8), Buyer shall deliver a proposed Allocation to the Seller Representative. Seller Representative shall provide to Buyer, in writing, any comments to the Allocation within thirty (30) days of having received the

Allocation. In the event of a dispute between Seller Representative and Buyer with respect to such Allocation, the Parties shall cooperate in good faith to resolve such disagreement. If Buyer and Seller Representative cannot resolve such disagreement within twenty (20) days, such disagreement shall timely be referred to, and resolved by, the Neutral Accountant in accordance with the procedures set forth in Section 1.8(c), *mutatis mutandis*. The Parties and their respective Affiliates shall file all Tax Returns (including IRS Form 8594) in accordance with the Allocation (as finally agreed upon between the Parties or resolved by the Neutral Accountant under this Section 10.1), and no Party shall take any action inconsistent therewith in any Tax audit, claim or similar Legal Proceeding unless otherwise required by a “determination” within the meaning of Section 1313(a) of the Code and analogous provisions of applicable Tax Law.

10.2 Tax Returns.

(a) Except as otherwise provided in this Agreement, Sellers shall prepare and file or cause to be prepared and filed, at Sellers’ sole expense, on a timely basis all Property Tax Returns required to be filed with respect to the Purchased Assets that are due (including applicable extensions) prior to the Closing Date. To the extent such Tax Returns relate to Proration Items attributable to Buyer, Seller Representative shall deliver or cause to be delivered a copy of such Tax Returns prepared by Sellers to Buyer at least fifteen (15) days (or such other period as is reasonably practicable under the circumstances) prior to the filing of any such Tax Return and incorporate any changes reasonably requested by Buyer with respect to such Tax Returns. Any interest, penalties, or other additional amounts with respect to Property Taxes resulting solely from Sellers’ failure to timely file any Property Tax Return related to Proration Items pursuant to this Section 10.2(a) shall be apportioned to Sellers under Section 10.2(c). For the avoidance of doubt, Sellers shall have sole control over the preparation and filing of, and Buyer shall not be entitled to review and comment on or receive copies of, any income Tax Returns of any Seller or any Affiliate of Sellers and any Group Tax Returns, in each case for any taxable period (or portion thereof).

(b) Buyer shall prepare and file or cause to be prepared and filed on a timely basis all Tax Returns required to be filed with respect to the Purchased Assets for all taxable periods ending on or before the Closing Date and for all Straddle Periods, in each case that are due (including applicable extensions) after the Closing Date and relate to Property Taxes, and shall (in cooperation with Sellers) apportion any applicable Taxes with respect to the Purchased Assets for any Straddle Periods in accordance with Section 10.2(c). The expense of preparation and filing of any such Tax Returns shall be borne by Buyer.

(c) Property Taxes with respect to the Purchased Assets for any Straddle Period (the “**Proration Items**”) shall be prorated on a per diem basis between the Buyer and the Sellers as of the Closing Date. The amount of the Proration Items attributable to the Sellers shall be equal to the amount of such Proration Items for a Straddle Period multiplied by a fraction, the numerator of which shall be the number of days from the beginning of such period through and including the Closing Date and the denominator of which shall be the total number of days in such period. The amount of all Proration Items attributable to the Sellers (for the avoidance of doubt, taking into account any applicable Proration Items paid by the Sellers as a deduction to the Proration Items that would otherwise be attributable to the Sellers) (the “**Seller Taxes Payable**”) shall be estimated as of the Closing Date and taken into account in determining the Purchase Price at the Closing under Section 1.5; provided, that Seller Taxes Payable may be adjusted as part of the final Purchase Price calculation in accordance with Section 1.8. After the Closing, when the actual amounts of such Taxes become known, Buyer or Sellers, as applicable, shall after notice of payment due and delivery of reasonable supporting documentation with respect to such amounts, make any payment to Sellers or Buyer, as applicable, so that the correct prorated amount is borne by Sellers, on one hand, and Buyer, on the other hand.

10.3 Cooperation. Following the Closing, the Parties shall reasonably cooperate in connection with the preparation of any Tax Returns with respect to the Purchased Assets or the Business, or the defense of any Legal Proceeding related to Taxes with respect to the Purchased Assets or the Business. Such assistance will include using commercially reasonable efforts to make employees available on a mutually convenient basis that are reasonably necessary to provide additional information or explanation of materials provided hereunder. Each Party shall make available to the other Parties, as reasonably requested, such information, records or documents (or copies thereof) relating to Taxes (including Tax Returns and records and working papers with respect thereto) with respect to the Purchased Assets or the Business that are reasonably necessary in connection with preparation of Tax Returns or any Legal Proceeding or other matter relating to Taxes with respect to the Purchased Assets or the Business, and shall preserve or cause to be preserved such reasonable information, records and documents at least until the expiration of any applicable statute of limitations or extensions thereof.

10.4 Transfer Taxes. All Transfer Taxes incurred in connection with the Transactions shall be paid 50% by Buyer and 50% by Sellers when due, and Buyer shall prepare all necessary Tax Returns and other documentation in connection with the payment or administration of any Transfer Taxes, and, at the request of Buyer, each Seller (or the applicable Affiliate of any Seller) shall execute all Tax Returns and other documents as may reasonably be required to be provided or filed in connection therewith. Each of the Sellers, Buyer and their respective Affiliates shall use commercially reasonable efforts (i) to cooperate to ensure that all Tax Returns related to Transfer Taxes are timely filed and (ii) to mitigate the imposition of any Transfer Taxes in a manner consistent with this Agreement, including any claim for exemption from the application or imposition of any such Transfer Taxes.

11. TERMINATION.

11.1 Termination of Agreement. This Agreement may be terminated prior to the Closing as follows:

- (a) by mutual written consent of Buyer and the Seller Representative;
- (b) by the Seller Representative or Buyer, by written notice to the other Party, if there shall be in effect a final non-appealable Order of a Governmental Body of competent jurisdiction restraining, enjoining or otherwise prohibiting the consummation of the Transactions;
- (c) by Buyer or the Seller Representative, upon written notice to the other Party, if the Closing shall not have been consummated on or before 5:00 p.m., Eastern Time, on October 30, 2024 (the “**Outside Date**”); provided, that any termination pursuant to this Section 11.1(c) shall not be available to any party who has materially breached this Agreement if such material breach has been the proximate cause of, the failure of the parties to consummate the Closing by the Outside Date; provided, further, that Buyer may elect (at its sole discretion) by written notice to the Seller Representative prior to the Outside Date, to extend the Outside Date to December 31, 2024 (the “**First Outside Date Extension**”);
- (d) by the Seller Representative, by written notice to Buyer, if (x) there shall have been a material breach by Buyer of any of its representations, warranties, covenants or agreements contained in this Agreement, either individually or in the aggregate, which breach would result in the failure to satisfy one or more of the conditions set forth in Section 8.1 or Section 8.2, or (y) there has been any breach by Buyer of the Bidding Procedures Order or the Sale Order, and in any such case, such breach shall be incapable of being cured or, if capable of being cured, shall not have been cured within ten (10) Business Days after providing written notice of such breach to Buyer; provided, that the Seller Representative shall not have the right to terminate this Agreement pursuant to this Section 11.1(d) if the Sellers are then in

material breach of this Agreement and such breach would result in the failure of any of the conditions set forth in Section 7.1 or Section 7.2;

(e) by Buyer, by written notice to the Seller Representative, if (x) there shall have been a material breach by the Sellers of or any of its representations, warranties, covenants or agreements contained in this Agreement, either individually or in the aggregate, which breach would result in the failure to satisfy one or more of the conditions set forth in Section 7.1 or Section 7.2, or (y) there has been any breach by Sellers of the Bidding Procedures Order or the Sale Order, and in any such case such breach shall be incapable of being cured or, if capable of being cured, shall not have been cured within ten (10) Business Days after providing written notice of such breach to the Seller Representative; provided, that Buyer shall not have the right to terminate this Agreement pursuant to this Section 11.1(e) if Buyer is then in material breach of this Agreement and such breach would result in the failure of any of the conditions set forth in Section 8.1 or Section 8.2;

(f) by Buyer, if the order entered by the Bankruptcy Court approving the Transactions is not in form reasonably acceptable to Buyer; provided that Sellers shall have fourteen (14) days to obtain a modification or amendment of such order resulting in such order being reasonably acceptable to Buyer;

(g) by Buyer, if any creditor of the Sellers obtains a Final Order of the Bankruptcy Court granting relief from the automatic stay to foreclose on any material portion of the Purchased Assets;

(h) by Buyer if (i) one or more of the Chapter 11 Cases of the Sellers are dismissed or converted into cases under Chapter 7 of the Bankruptcy Code or (ii) an examiner with expanded powers or trustee is appointed in one or more of the Chapter 11 Cases of the Sellers;

(i) by Buyer if, (i) following entry of the Sale Order, such order is stayed, reversed, modified, vacated, or amended in any material respect without the prior written consent of Buyer, which consent may not be unreasonably withheld, and such stay, reversal, modification, vacation, or amendment is not eliminated within fourteen (14) days or (ii) the Bankruptcy Court enters any order materially inconsistent with the Sale Order or the consummation of this Agreement and such order is not reversed, modified, or amended in a manner that, in Buyer's reasonable judgment, is satisfactory within fourteen (14) days;

(j) by the Seller Representative, if (i) all of the conditions in Article 7 and Article 8 have been satisfied (other than those that, by their nature, are to be satisfied at the Closing), (ii) the Seller Representative has confirmed by written notice provided to Buyer after the date on which the Closing is required to occur pursuant to Section 2.1 that the Sellers are ready, willing, and able to consummate the Transactions, and (iii) Buyer fails to consummate the Transactions within the earlier of (a) the Outside Date or (b) three (3) Business Days following the delivery of such notice during which time Sellers have stood ready, willing and able to do so; or

(k) by Buyer, by written notice to Seller Representative if there shall have been a material breach by any Seller of Section 6.10 and such breach is incapable of being cured or, if capable of being cured, shall not have been cured within five (5) Business Days after providing written notice of such breach to the Seller Representative.

11.2 Deposit. Buyer has deposited \$21,500,000, and will make an additional deposit of \$3,000,000, towards the Purchase Price, for an aggregate deposit of \$24,500,000 (the "**Deposit**") maintained in, a segregated account by Acquiom Clearinghouse LLC, in its capacity as escrow agent (the "**Escrow Agent**"), to be released from the Escrow Agent and delivered to either Buyer or the Seller Representative in accordance with this Agreement, the Bidding Procedures Order and the provisions of the

Deposit Escrow Agreement. In the event of a valid termination of this Agreement pursuant to Section 11.1(d) or Section 11.1(j), the Deposit shall be forfeited by Buyer and Seller Representative shall be entitled to instruct the Escrow Agent to release the Deposit to Seller Representative. In the event of a termination of this Agreement pursuant to Section 11.1 (other than a termination pursuant to Section 11.1(d) or Section 11.1(j)), Buyer shall be entitled to a refund of the Deposit from the Escrow Agent within three (3) Business Days after the date of such termination.

11.3 Procedure upon Termination. In the event of a termination by Buyer or the Seller Representative pursuant to Section 11.1 hereof, written notice thereof shall forthwith be given to the other party which written notice shall specify the provision or provisions hereof pursuant to which such termination is being effected, and this Agreement shall terminate (subject to the provisions of Section 11.4), and the Transactions shall be terminated, without further action by Buyer or Sellers.

11.4 Effect of Termination. In the event that this Agreement is validly terminated in accordance with Sections 11.1 and 11.3, this Agreement shall immediately become null, void and of no further force and effect and the Parties shall be relieved of their duties and obligations arising under this Agreement after the date of such termination and such termination shall be without Liability to Buyer or the Sellers; provided, that (i) no such termination shall relieve any Party from Liability for willful breach or Fraud prior to the effective date of termination, and (ii) Section 5.6 (Confidentiality), this Section 11.4 (Effect of Termination) and Article 12 (General), as well as any defined terms used in such Sections or Articles, hereof shall survive any such termination and remain valid and binding obligations of each of the parties.

12. GENERAL.

12.1 Expenses. Whether or not the Transactions are consummated, and except as otherwise provided in this Agreement, each Party will bear its respective fees, costs and expenses incurred in connection with the preparation, negotiation, execution and performance of this Agreement or the Transactions (including legal, accounting and other professional fees). Without limiting the foregoing, Buyer will pay and be solely responsible for (i) Transaction related fees and expenses of Buyer and any of its Affiliates, (ii) all fees and expenses of the Escrow Agent, (iii) all filing fees payable under the HSR Act, any other Antitrust Laws and the HPC, and (iv) 50% of Transfer Taxes. Notwithstanding the foregoing, if any Party obtains an injunction, a decree or Order of specific performance or other remedy in accordance with Section 12.10, the other Party (or an Affiliate of such Party) shall reimburse such Party for all out-of-pocket expenses (including all reasonable fees and expenses of counsel, accountants, financial advisors, experts and consultants) incurred by or on behalf of such Party or any Affiliate of such Party in connection with obtaining such injunction, a decree or Order of specific performance or other remedy.

12.2 Governing Law; Jurisdiction; Consent to Service of Process; Waiver of Jury.

(a) This Agreement and all Related Claims shall be governed by, construed and enforced in accordance with the Laws of the State of Delaware applicable to Contracts executed in and to be performed entirely within that State without giving effect to any Laws, provisions or rules (whether of the State of Delaware or any other jurisdiction) that would cause the application of the Laws of any jurisdiction other than the State of Delaware and without regard to any borrowing statute that would result in the application of the statutes of limitations or repose of any other jurisdiction. In furtherance of the foregoing, the Laws of the State of Delaware will control even if under such jurisdiction's choice of law or conflict of law analysis, the substantive or procedural law of some other jurisdiction would ordinarily or necessarily apply.

(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 Related Claim which may arise or result from, or be connected with, this Agreement, any breach or default hereunder, or the 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 12.5; 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), except as otherwise provided in Section 1.8, over any Related Claim, and the Parties 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 agree that a final judgment with respect to any such Related 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.

(c) EACH PARTY HERETO ACKNOWLEDGES AND AGREES THAT ANY ACTION OR LEGAL PROCEEDING, DIRECTLY OR INDIRECTLY, ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY RELATED CLAIM IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES, AND THEREFORE EACH SUCH PARTY HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT SUCH PARTY MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY SUCH ACTION, LEGAL PROCEEDING OR RELATED CLAIM. EACH PARTY CERTIFIES AND ACKNOWLEDGES THAT: (I) NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF SUCH ACTION OR PROCEEDING, SEEK TO ENFORCE THE FOREGOING WAIVER; (II) IT UNDERSTANDS AND HAS CONSIDERED THE IMPLICATIONS OF THIS WAIVER; (III) IT MAKES THIS WAIVER VOLUNTARILY AND (IV) IT HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 12.2(c).

12.3 Entire Agreement.

(a) This Agreement (including the Schedules and any Exhibits hereto), the Transaction Documents, the Confidentiality Agreement, and each other agreement, document, instrument or certificate contemplated hereby, executed or to be executed in connection with the Transactions (collectively, the "Specified Documents"), contain the entire understanding and agreement between the Parties with respect to the subject matter hereof and thereof, and supersede all prior and contemporaneous agreements, discussions, negotiations, correspondence, communications, undertakings and understandings among the Parties with respect to the Transactions. The Parties have voluntarily agreed to define their rights, Liabilities and obligations with respect to the Transactions exclusively in Contract pursuant to the express terms and provisions of this Agreement and the other Specified Documents. Furthermore, the Parties each hereby acknowledge that this Agreement embodies the justifiable expectations of sophisticated parties derived from arm's-length negotiations; the Parties specifically acknowledge that no Party has any special relationship with another party that would justify any expectation beyond that of ordinary parties in an arm's-length transaction.

(b) The sole and exclusive remedies for any breach of the terms and provisions of this Agreement (including any representations and warranties set forth herein, made in connection herewith or

as an inducement to enter into this Agreement) or any claim or cause of action otherwise arising out of or related to the Transactions shall be those remedies available at law or in equity for breach of contract against the Parties only (as such contractual remedies have been further limited or excluded pursuant to the express terms of this Agreement), and the Parties hereby agree that neither Party shall have any remedies or causes of action (whether in contract, tort, statutory or otherwise) for any statements, communications, disclosures, failures to disclose, representations or warranties not explicitly set forth in this Agreement.

(c) Buyer acknowledges and agrees that no Representative of any Seller has any authority, express or implied, to make any representations, warranties, covenants or agreements not specifically set forth in this Agreement and subject to the limited remedies provided in this Agreement. All representations and warranties set forth in this Agreement are contractual in nature only and subject to the sole and exclusive remedies set forth herein. No Person is asserting the truth of any factual statements contained in any representation and warranty set forth in this Agreement; rather, the Parties have agreed that should any representations and warranties of any Party prove inaccurate, the other Party shall have the specific remedies herein specified as the exclusive remedy therefor.

12.4 Amendments and Waivers. Subject to Section 12.16, this Agreement may not be amended or modified except by an instrument in writing signed by Buyer and Sellers. No provision of this Agreement may be waived, except by a written instrument making specific reference to this Agreement signed by the Party against whom enforcement of any such waiver is sought. No action taken pursuant to this Agreement, including any investigation by or on behalf of any Party, shall be deemed to constitute a waiver by the Party taking such action of compliance with any representation, warranty, covenant, or agreement contained herein. The waiver by any Party of a breach of any provision of this Agreement shall not operate or be construed as a further or continuing waiver of such breach or as a waiver of any other or subsequent breach. No failure on the part of any Party to exercise, and no delay in exercising, any right, power or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of such right, power or remedy by such Party preclude any other or further exercise thereof or the exercise of any other right, power or remedy.

12.5 Notices. All notices and other communications under this Agreement shall be in writing and shall be deemed given (i) when delivered personally by hand (with written confirmation of delivery), (ii) on the day sent by e-mail (with confirmation of transmission) if sent during normal business hours of the recipient, and on the next Business Day if sent after normal business hours of the recipient, (iii) one (1) Business Day after deposit with Federal Express or similar nationally reputable overnight courier service, or (iv) on the third (3rd) Business Day after the date mailed by certified or registered mail, return receipt requested, postage prepaid, in each case, at the following addresses (or to such other address as a Party may have specified by notice given to the other Party pursuant to this provision):

If to Seller Representative
or Sellers:

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:

Weil, Gotshal & Manges LLP
767 5th Avenue
New York, NY 10153

Attention: Ray C. Schrock, Candace M. Arthur,
David J. Cohen, Mariel E. Cruz
Email: ray.schrock@weil.com;
candace.arthur@weil.com; davidj.cohen@weil.com;
mariel.cruz@weil.com

And

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

If to Buyer:

Brady Health Buyer, LLC
c/o Kinderhook Industries, LLC
505 Fifth Avenue, 25th Floor
New York, NY 10017
Attention: Christian P. Michalik and Matthew Bubis
Email: cmichalik@k@kinderhook.com;
Mbubis@kinderhook.com

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

Kirkland & Ellis LLP
601 Lexington Avenue
New York, NY 10022
Attention: Thomas Marbury; Brian Schartz, P.C.
Email: thomas.marbury@kirkland.com;
brian.schartz@kirkland.com

12.6 Severability. If any term or other provision of this Agreement is invalid, illegal, or incapable of being enforced by any Law or public policy, all other terms or provisions of this Agreement shall nevertheless remain in full force and effect. Upon such determination that any term or other provision is invalid, illegal, or incapable of being enforced, the Parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible in an acceptable manner in order that the Transactions are consummated as originally contemplated to the greatest extent possible.

12.7 Binding Effect; Assignment. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns. No assignment of this Agreement or of any rights or obligations hereunder may be made by any Party, directly or indirectly (by operation of Law or otherwise), without the prior written consent of the other Parties and any attempted assignment without the required consents shall be void; provided, that Buyer shall have the right, without the prior written consent of the other Parties, to assign all or any portion of Buyer's rights or obligations under this Agreement (a) at Buyer's sole cost, to one or more Affiliates, or (b) following Closing as collateral to any lender providing financing to Buyer or any of its Affiliates. No assignment of any obligations hereunder shall relieve the Parties of any such obligations. In the event Buyer assigns all or any portion of Buyer's rights or obligations under this Agreement to one or more Affiliates, the Parties shall (and shall cause their applicable Affiliates to) execute and deliver any and all such additional instruments of assignment necessary to give effect thereto; provided that, to the extent that the transfer of any Purchased Assets to a Person other than Buyer results in any Transfer Tax that would not have been imposed (or that

would have been imposed in a lesser amount) had such Purchased Assets been transferred to Buyer, Buyer shall timely pay such Transfer Tax (or the increased amount thereof).

12.8 No Third Party Beneficiaries. Nothing in this Agreement express or implied shall confer any rights, remedies or claims of any nature upon any Person other than the Parties and Seller Parties and their respective successors or permitted assigns, except for the rights of the Non-Parties as set forth in Section 12.9 and the Debt Financing Sources set forth in Section 12.15. All of the Persons identified as third-party beneficiaries in the immediately preceding sentence shall be entitled to enforce such express provisions and to avail themselves of the benefits of any remedy for any breach of such express provisions, all to the same extent as if such Persons were parties to this Agreement.

12.9 Non-Recourse. This Agreement may only be enforced against, and any Legal Proceeding that may be based upon, in respect of, arise under, out of or by reason of, be connected with, or relate in any manner to this Agreement, or the negotiation, execution, performance or breach, of this Agreement, including any representation or warranty made or alleged to have been made in, in connection with, or as an inducement to, this Agreement (each of such above-described legal, equitable or other theories or sources of Liability, a “**Recourse Theory**”) may only be made or asserted against (and are expressly limited to) the Persons that are expressly identified as the Parties in the preamble to and signature pages of this Agreement and solely in their capacities as such. Except as set forth in the first sentence of this Section 12.9, no Person who is not a Party (including (i) any former, current or future direct or indirect equity holder, controlling Person, management company, incorporator, member, partner, manager, director, officer, employee, agent, Affiliate, attorney or Representative of, and any financial advisor or lender to (all above described Persons in this subclause (i), collectively, “**Affiliated Persons**”) a Party or any Affiliate of such Party, (ii) any Affiliated Persons of such Affiliated Persons but specifically excluding the Parties and (iii) any Debt Financing Sources (the Persons in subclauses (i), (ii) and (iii), together with their respective successors, assigns, heirs, executors or administrators, collectively, but specifically excluding the Parties, “**Non-Parties**”)) shall have any Liability whatsoever in respect of, based upon or arising out of any Recourse Theory. Without limiting the rights of any Party against the other Parties as set forth herein, and except as set forth in the first sentence of this Section 12.9, in no event shall any Party, any of its Affiliates or any Person claiming by, through or on behalf of any of them institute any Legal Proceeding under any Recourse Theory against any Non-Party.

12.10 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, and that money damages or legal remedies would not be an adequate remedy for any such damages. Therefore, it is accordingly agreed that prior to the termination of this Agreement in accordance with Section 11.1, each Party shall be entitled to an injunction or injunctions to prevent or restrain any breach or threatened breach of this Agreement by any other Party and to enforce specifically the terms and provisions of this Agreement, to prevent breaches or threatened breaches of, or to enforce compliance with, the covenants and obligations of any other Party, in any court of competent jurisdiction, and appropriate injunctive relief shall be granted in connection therewith. Such remedies shall be in addition to and not in substitution for any other remedy to which such Party is entitled at law or in equity.

(b) Each Party hereby (i) agrees not to oppose the granting of an injunction, specific performance or other equitable relief as provided herein, on the basis that (A) the other Party has an adequate remedy at law or (B) an award of specific performance is not an appropriate remedy for any reason at law or in equity and (ii) waives any requirement under any Law to post a bond or other security as a prerequisite to obtaining equitable relief.

(c) The Parties agree that (i) by seeking the remedies provided for in this Section 12.10, no Party shall in any respect waive its right to seek at any time any other form of relief that may be available to it under this Agreement or any other Transaction Document (including monetary damages) in the event that this Agreement has been terminated or in the event that the remedies provided for in this Section 12.10 are not available or otherwise are not granted, and (ii) nothing set forth in this Section 12.10 shall require any Party to institute any proceeding for (or limit any Party's right to institute any proceeding for) specific performance under this Section 12.10 prior to or as a condition to exercising any termination right under Article 11, nor shall the commencement of any Legal Proceeding pursuant to this Section 12.10 or anything set forth in this Section 12.10 restrict or limit any Party's right to terminate this Agreement in accordance with the terms of Article 11 or pursue any other remedies under this Agreement any other Transaction Document that may be available then or thereafter.

12.11 Release. Effective as of the Closing Date, except for any rights or obligations under this Agreement or the other Transaction Documents, Buyer and each of its current, former and future officers, directors, employees, partners, members, advisors, successors and assigns (collectively, the "**Releasing Parties**"), hereby irrevocably and unconditionally releases and forever discharges Sellers and each of their respective current, former and future officers, directors, Employees, stockholders, partners, members, advisors, successors and assigns (collectively, the "**Released Parties**") of and from any and all actions, causes of action, suits, proceedings, executions, judgments, duties, debts, dues, accounts, bonds, Contracts and covenants (whether express or implied), and claims and demands whatsoever whether in law or in equity which the Releasing Parties may have against each of the Released Parties, now has or in the future may have, in respect of any cause, matter or thing relating to the Business or the Transactions, in each case, occurring or arising on or prior to the date of the Closing Date. Buyer, on behalf of itself and each Releasing Party, covenants and agrees that no Releasing Party shall assert any such claim against the Released Parties.

12.12 Counterparts. This Agreement may be executed in one or more counterparts including by facsimile or other means of electronic transmission, such as by electronic mail in ".pdf" form, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement.

12.13 Survival. Except (i) as set forth in Section 1.5, Section 1.8 and Section 11.4 and (ii) for any covenant that by its terms is to be performed (in whole or in part) by any Seller or Buyer following the Closing (which covenants shall survive the Closing in accordance with their terms), none of the representations, warranties, or covenants of any Seller or Buyer 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 Closing. Notwithstanding anything in this Agreement to the contrary, nothing in this Agreement shall limit or restrict the rights of any party hereto to maintain or recover any amounts in connection with any action or claim based on Fraud.

12.14 Definitional and Interpretive Matters.

(a) Unless otherwise expressly provided, for purposes of this Agreement, the following rules of interpretation shall apply:

(b) Calculation of Time Period. When calculating the period of time before which, within which or following which any act is to be done or step taken pursuant to this Agreement, the date that is the reference date in calculating such period shall be excluded. If the last day of such period is not a Business Day, the period in question shall end on the next succeeding Business Day. The word "day" shall mean "calendar day" unless "Business Day" is expressly identified.

(c) Dollars. Any reference in this Agreement to "\$" shall mean U.S. dollars. The specification of any dollar amount in the representations and warranties or otherwise in this Agreement or

in the Exhibits or Schedules is not intended and shall not be deemed to be an admission or acknowledgment of the materiality of such amounts or items, nor shall the same be used in any dispute or controversy between the Parties to determine whether any obligation, item or matter (whether or not described herein or included in the Schedules) is or is not material for purposes of this Agreement.

(d) Exhibits/Schedules. The Exhibits to this Agreement and the Schedules are an integral part of this Agreement and are hereby incorporated in and made a part of this Agreement as if set forth in full herein. Any matter or item disclosed on one Schedule or section of the Schedules shall be deemed to have been disclosed on each other Schedule, in which it is reasonably apparent on the face of such disclosure that the information is required to be included in such other Schedule. Disclosure of any item on any Schedule shall not constitute an admission or indication that such item or matter is material or establish any standard of materiality, define further the meaning of any terms defined in Annex A attached hereto (and, in particular, the inclusion of any item in the Schedules shall not, in and of itself, be a basis for taking such item into account in determining debt or Net Working Capital or in determining if such item would have a Material Adverse Effect or whether there has been a Material Adverse Effect) or be deemed to constitute an acknowledgement or representation that any such matter is required to be disclosed. No disclosure on a Schedule relating to a possible breach or violation of any Contract, Law or Order shall be construed as an admission, indication, acknowledgement or representation that a breach or violation exists or has actually occurred. Any capitalized terms used in any Schedule or Exhibit but not otherwise defined therein shall be defined as set forth in this Agreement.

(e) Gender and Number. Any reference in this Agreement to gender shall include all genders, and words imparting the singular number only shall include the plural and vice versa.

(f) Headings. The provision of a table of contents, the division of this Agreement into Articles, Sections and other subdivisions and the insertion of headings are for convenience of reference only and shall not affect or be utilized in construing or interpreting this Agreement. All references in this Agreement to any "Section" or "Article" are to the corresponding Section or Article of this Agreement unless otherwise specified.

(g) Herein. The words "herein," "hereinafter," "hereof," and "hereunder" refer to this Agreement as a whole and not merely to a subdivision in which such words appear unless the context otherwise requires.

(h) Including. The word "including" or any variation thereof means (unless the context of its usage otherwise requires) "including, without limitation" and shall not be construed to limit any general statement that it follows to the specific or similar items or matters immediately following it.

(i) Reflected On or Set Forth In. An item arising with respect to a specific representation or warranty shall be deemed to be "reflected on" or "set forth in" a balance sheet or financial statement, to the extent any such phrase appears in such representation or warranty, if (A) there is a reserve, accrual or other similar item underlying a number on such balance sheet or financial statements that related to the subject matter of such representation or warranty, (B) such item is otherwise specifically set forth on the balance sheet or financial statements or (C) such item is reflected on the balance sheet or financial statements and is specifically set forth in the notes thereto.

(j) And/Or. Unless the context clearly requires otherwise, when used herein "or" shall not be exclusive (i.e., "or" shall mean "and/or").

(k) Amendments. References to a particular Law, statute or regulation shall include all Laws, rules and regulations thereunder and any successor Law, statute, rule or regulation, in each case, as amended or otherwise modified from time to time.

(l) Made Available; Provided. The phrase “made available to Buyer” or “provided” or similar phrases as used in this Agreement shall mean that the subject documents were either posted to the “Project Sapphire” data room hosted by Venue / DFIN or delivered to Buyer or its accountants, attorneys or other agents, in each case, prior to one (1) Business Day prior to the date hereof.

(m) The Parties have participated jointly in the negotiation and drafting of this Agreement and, in the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as jointly drafted by the Parties and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any provision of this Agreement. The language used in this Agreement shall be deemed to be the language chosen by the Parties to express their mutual intent, and no rule of strict construction shall be applied against any Person.

12.15 Debt Financing. Notwithstanding anything in this Agreement to the contrary, each Seller, the Seller Representative, each on behalf of itself and its subsidiaries, and each of its and their controlled Affiliates hereby:

(a) agrees that any proceeding, whether in Law or in equity, whether in contract or in tort or otherwise, involving the Debt Financing Sources, arising out of or relating to, this Agreement, the Debt Financing and/or any of the agreements entered into in connection with the Debt Financing or any of the transactions contemplated hereby or thereby or the performance of any services thereunder shall be subject to the exclusive jurisdiction of any federal or state court in the Borough of Manhattan, New York, New York, so long as such forum is and remains available, and any appellate court thereof and each Party irrevocably submits itself and its property with respect to any such proceeding to be the exclusive jurisdiction of such court;

(b) agrees that any such proceeding shall be governed by the Laws of the State of New York (without giving effect to any conflicts of law principles that would result in the application of the Laws of another state), except as otherwise provided in the applicable definitive document relating to the Debt Financing;

(c) without limiting the rights of any Person under the definitive documentation governing the Debt Financing, agrees not to bring or support or permit any of its Affiliates to bring or support any proceeding of any kind or description, whether in Law or in equity, whether in contract or in tort or otherwise, against any Debt Financing Source in any way arising out of or relating to, this Agreement or any of the transactions contemplated hereby or thereby or the performance of any services thereunder in any forum other than any federal or state court in the Borough of Manhattan, New York, New York;

(d) agrees that service of process upon any Seller, the Seller Representative and/or their respective controlled Affiliates in any such proceeding shall be effective if notice is given in accordance with Section 12.5;

(e) irrevocably waives, to the fullest extent that it may effectively do so, the defense of an inconvenient forum to the maintenance of such Legal Proceeding in any such court;

(f) knowingly, intentionally and voluntarily waives, to the fullest extent permitted by Law, trial by jury in any proceeding brought against any Debt Financing Source in any way arising out of

or relating to this Agreement, the Debt Financing or any of the transactions contemplated hereby or thereby or the performances of any services thereunder;

(g) without limiting the rights of any Person under the definitive documentation governing the Debt Financing, agrees that none of the Debt Financing Sources will have any liability to the Company (in each case, other than Buyer and its subsidiaries) relating to or arising out of this Agreement, the Debt Financing or any of the transactions contemplated hereby or thereby or the performance of any services thereunder, whether in Law or in equity, whether in contract or in tort or otherwise; and

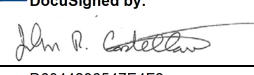
(h) agrees that the Debt Financing Sources are express third party beneficiaries of, and may enforce, any of the provisions of this Section 12.15 and that such provisions and the definition of “Debt Financing Source” shall not be amended in any way adverse to any Debt Financing Source without the prior written consent of such Debt Financing Source.

[SIGNATURE PAGE FOLLOWS]

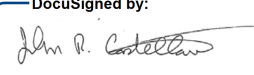
IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first above written.

SELLERS:

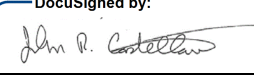
STEWARDSHIP HEALTH, INC.

DocuSigned by:
By: 
Name: John Castellano
Title: Chief Restructuring Officer

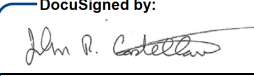
STEWARDSHIP HEALTH MEDICAL GROUP, INC.

DocuSigned by:
By: 
Name: John Castellano
Title: Chief Restructuring Officer

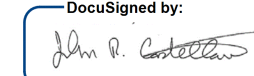
STEWARD HEALTH CARE NETWORK, INC.

DocuSigned by:
By: 
Name: John Castellano
Title: Chief Restructuring Officer

STEWARDSHIP SERVICES, INC.

DocuSigned by:
By: 
Name: John Castellano
Title: Chief Restructuring Officer

STEWARD HEALTH CARE NETWORK ACO TEXAS, INC.

DocuSigned by:
By: 
Name: John Castellano
Title: Chief Restructuring Officer

STEWARD MEDICAID CARE NETWORK, INC.

DocuSigned by:



By: _____

D6044286547E4F2...

Name: John Castellano

Title: Chief Restructuring Officer

STEWARD MEDICAL GROUP, INC.

DocuSigned by:



By: _____

D6044286547E4F2...

Name: John Castellano

Title: Chief Restructuring Officer

PERMIAN PREMIER HEALTH SERVICES, INC.

DocuSigned by:



By: _____

D6044286547E4F2...

Name: John Castellano

Title: Chief Restructuring Officer

PHYSICIAN GROUP OF ARKANSAS, INC.

DocuSigned by:



By: _____

D6044286547E4F2...

Name: John Castellano

Title: Chief Restructuring Officer

PHYSICIAN GROUP OF ARIZONA, INC.

DocuSigned by:



By: _____

D6044286547E4F2...

Name: John Castellano

Title: Chief Restructuring Officer

HERITAGE TECHNOLOGIES, LLC

DocuSigned by:

By: _____



Name: John Castellano

Title: Chief Restructuring Officer

STEWARD ST. ELIZABETH'S MEDICAL
CENTER OF BOSTON, INC.

DocuSigned by:

By: _____



Name: John Castellano

Title: Chief Restructuring Officer

STEWARD HEALTH CARE SYSTEM, LLC

DocuSigned by:

By: _____



Name: John Castellano

Title: Chief Restructuring Officer

IASIS HEALTHCARE, LLC

DocuSigned by:

By: _____

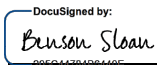


Name: John Castellano

Title: Chief Restructuring Officer

BUYER:

BRADY HEALTH BUYER, LLC

By: 
Name: Benson Sloan
Title: Chief Executive Officer

Annex A

Definitions

“Accrued Compensation” has the meaning set forth in Exhibit A.

“Action” means any claim, cause of action, lawsuit, litigation, arbitration, mediation, audit, investigation (including any informal claims or demands, or formal or informal request for documents, information, or testimony), hearing, proceeding (including any civil, criminal, administrative, investigative or appellate proceeding), inquiry or prosecution, of any kind whatsoever, whether arising under federal, state, or local law, whether civil or criminal, whether legal, equitable, common law, statutory, regulatory, administrative, arbitral or mediation, whether sounding in contract or tort, or whether at law or in equity, or otherwise under any legal or equitable theory, seeking any form of relief whatsoever. For the avoidance of doubt, Action includes any claim as such term is defined in section 101(5) of the Bankruptcy Code, whether or not filed, scheduled or otherwise asserted and whether or not allowed or disallowed.

“Adjustment Escrow Account” means the Adjustment Escrow Amount deposited into escrow pursuant to the Escrow Agreement for purposes of the Purchase Price Adjustment contemplated by Section 1.8(e).

“Adjustment Escrow Amount” means an amount equal to \$15,000,000, together with any and all investment interest thereon, if any.

“Affiliate” means, with respect to any Person, any other Person that, directly or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with, such Person, and the term **“control”** (including the terms **“controlled by”** and **“under common control with”**) means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such Person, whether through ownership of voting securities, by Contract or otherwise; provided, that, with respect to any Seller and Seller Party, for all purposes herein, **“Affiliate”** shall mean Steward Health Care System LLC and each of its direct and indirect Subsidiaries.

“Agreed Principles” has the meaning set forth in Exhibit A.

“Antitrust Laws” means the HSR Act, the Sherman Act, the Clayton Act, the Federal Trade Commission Act, and any other United States or foreign Laws that are designed to prohibit, restrict or regulate actions having the purpose or effect of monopolization, lessening of competition, or restraint of trade.

“Approval” means any approval, 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 Body, Private Program or other Person.

“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.

“Bidding Procedures Order” means the Order (I) Approving (A) Global Bidding Procedures for Sales of the Debtor’s Assets, (B) Form and Manner of Notice of Sales, Auctions, and Sale Hearings, and (C) Assumption and Assignment of Procedures and Form and Manner of Notice of Assumption and Assignment; (II) Authorizing Designation of Stalking Horse Bidders; (III) Scheduling Auctions and Sale

Hearings; and (IV) Granting Related Relief ([Docket No. 626]), dated as of, and entered by the Bankruptcy Court on June 3, 2024, as modified or amended from time to time in accordance with the terms thereof.

“BMI” means Brighton Marine Health Center, Inc.

“Brighton Lease” means that certain Indenture dated as of August 15, 2016, by and between BMI and SHCS.

“Brighton MSA” means that certain Amended and Restated Management Services Agreement, by and among BMI, Caritas Christi, and Caritas St. Elizabeth’s Medical Center of Boston, Inc., dated as of September 30, 2010, as amended by that certain Extended Agreement, by and among SHCS, SEMC, and BMI, dated as of October 1, 2013, as extended by that certain Second Extended Agreement, by and among SHCS, SEMC and BMI, dated as of July 1, 2016, as may be further amended, restated or otherwise modified from time to time.

“Business Day” means any day of the year other than (a) a Saturday, Sunday or federal holiday in the United States or (b) a day on which national banking institutions in New York, New York are required or authorized to close.

“Buyer Fundamental Representations” means the representations and warranties of the Buyer contained in Section 4.1 (Organization and Good Standing), Section 4.2 (Authorization of Agreement) and Section 4.5 (Brokers and Finders).

“Claims” means, without limitation, all debts claims, liabilities, obligations, demands, causes of action, guaranties, options, rights, contractual commitments, restrictions, rights to refunds, escheat obligations, interests, and matters of any kind and nature, whether arising prior to or subsequent to the commencement of these Chapter 11 Cases, and whether imposed by agreement, applicable law, equity, or otherwise, including, without limitation, rights with respect to claims and Encumbrances (as defined herein) in each case, arising under, relating to, or in connection with any act of the Debtors or (a) that purport to give to any party a right of setoff or recoupment against, or a right or option to effect any forfeiture, modification, profit sharing interest, right of first refusal, purchase or repurchase right or option, or termination of, any of Sellers’ or Buyer’s interests in the Purchased Assets, or any similar rights; (b) in respect of taxes or royalties owed by Sellers for periods prior to the Closing Date, including, without limitation, sales, income, use, or any other type of tax, and royalties owed to any governmental body; (c) in respect of restrictions, rights of first refusal, rights of first offer, charges, or interests of any kind or nature, if any, including, without limitation, any restriction of use, voting, transfer, receipt of income, or other exercise of any attributes of ownership relating to, accruing, or arising any time prior to the Closing Date, with the exception of the Assumed Liabilities; (d) in respect of any labor or employment agreements; (e) in respect of any mortgages, term overriding royalty interests, production payments, royalty assignments, deeds of trust, and security interests; (f) in respect of any pension, welfare, compensation, or other employee benefit plans, agreements, practices, and programs, including, without limitation, any pension plan of Sellers; (g) in respect of any other employee, worker’s compensation, occupational disease, or unemployment or temporary disability related claim, including, without limitation, claims that might otherwise arise under or pursuant to the Employee Retirement Income Security Act, as amended; (h) under the Fair Labor Standards Act; (i) under Title VII of the Civil Rights Act of 1964; (j) under the Federal Rehabilitation Act of 1973; (k) under the National Labor Relations Act; (l) under the WARN Act, 929 U.S.C. §§ 210 et seq; (m) under the Age Discrimination in Employment Act, as amended; (n) the Americans with Disabilities Act; (o) under the Family Medical Leave Act; (p) under the Labor Management Relations Act; (q) under the Multiemployer Pension Protection Act; (r) under the Pension Protection Act; (s) under COBRA; (t) under the Comprehensive Environmental Response Compensation and Liability Act; (u) under any state discrimination laws; (v) under any state unemployment compensation laws or any other similar

state laws; (w) under any other state or federal benefits or claims relating to any employment with Sellers or any of its respective predecessors; (x) under any “bulk sale” or similar law; (y) under any tax statutes or ordinances, including, without limitation, the Internal Revenue Code of 1986, as amended, or any state or local tax laws; (z) under any escheat or unclaimed property laws; (aa) to the extent not included in the foregoing, under any of the Excluded Liabilities; (bb) under any theories of successor or transferee liability, in each case, regardless of whether such theory, rule, or law would purport to provide for Buyer’s direct liability rather than merely as a successor of Sellers; and (cc) that are in any way related to PFAS.

“**Clayton Act**” means the Clayton Act of 1914, as amended, and the rules and regulations promulgated thereunder.

“**CMIR Laws**” means Massachusetts statutes, regulations, and binding agency guidance related to “Notices of Material Change” and “Cost and Market Impact Reviews,” including 958 CMR 7.00 and M.G.L. c. 6D, § 13.

“**CMS**” means the Centers for Medicare & Medicaid Services.

“**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.

“**Company Benefit Plan**” means each “employee benefit plan” (as such term is defined in Section 3(3) of ERISA, whether or not subject to ERISA) and each other benefit or compensation plan, program, policy, agreement, Contract or arrangement that (a) the Sellers or their Affiliates (with respect to the Business) maintains, sponsors, contributes to or is required to contribute to, (b) that provides compensation or benefits to any current or former Employee or service provider of the Sellers or their Affiliates (with respect to the Business), or (c) with respect to which Sellers or their Affiliates (with respect to the Business) has or would be reasonably expected to have any Liability (direct or indirect, contingent or otherwise), in each case, including any employment, severance, retention, change in control, bonus, equity or equity-based, stock purchase, incentive, deferred compensation, profit sharing, pension, retirement, health, welfare, post-employment welfare, vacation, paid time off, employee loan or fringe benefit plan or program other than any such plan, program or arrangement sponsored and maintained by a Governmental Body and to which contributions are mandated by Law.

“**Company Data**” means all confidential data, information, and data compilations contained in the Information Technology Systems or any databases including Personal Information of Sellers that are primarily used or held for use in the operation of, or otherwise primarily relating to, the Business, or are necessary to, the Business; provided, however, that the Company Data does not include Medical Records.

“**Contract**” means any legally binding oral or written commitment, contract, lease, sublease, license, instrument, insurance policy, sublicense, guaranty, indenture, note, option, bond, mortgage, deed of trust, occupancy or other agreement or arrangement of any kind (and all amendments, side letters, modifications and supplements thereto), including, without limitation, any Executory Contract.

“**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.

“Cure Costs” means any and all amounts, costs or expenses that are required to be paid or actions or obligations that are required to be performed or satisfied pursuant to the Bankruptcy Code to effectuate the assumption by the applicable Seller, and the assignment to Buyer, of an Executory Contract to which such Seller is party, as determined by the Bankruptcy Court (if applicable) or otherwise reasonably and consensually agreed upon.

“Debt Financing Sources” means the entities that have committed to provide or arrange or otherwise entered into agreements in connection with all or any part of the Debt Financing in connection with the transactions contemplated under this Agreement, including the parties to any joinder agreement, credit agreement or note purchase agreement entered into pursuant thereto or relating thereto, together with their respective Affiliates, and their and their respective Affiliates’ Representatives, and their respective successors and assigns.

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

“Deposit Escrow Agreement” means that certain Escrow Agreement, by and between SHCS and the Escrow Agent, dated as of June 21, 2024.

“DIP Financing” means (i) debtor-in-possession facility under (x) 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 as sole lender and (y) that certain *Final Order (I) Authorizing the Debtors to (A) Obtain Junior Lien Postpetition Financing, (B) Use Cash Collateral, and (C) Grant Liens and Provide Superpriority Administrative Expense Claims; (II) Granting Adequate Protection to Certain Prepetition Secured Parties; (III) Modifying the Automatic Stay; and (IV) Granting Related Relief* entered into by the Bankruptcy Court in the Chapter 11 Cases on June 3, 2024 ([Docket No. 625]) and (ii) debtor-in-possession facility under (x) 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 **“FILO DIP Credit Agreement”**), the Lenders (as defined therein) party thereto and Brigade Agency Services LLC, as administrative agent and collateral agent and (y) that certain *Final Order (I) Authorizing the Debtors to (A) Obtain New Postpetition Financing, (B) Use Cash Collateral, and (C) Grant Liens and Provide Superpriority Administrative Expense Claims; (II) Granting Adequate Protection to Certain Prepetition Secured Parties; (III) Modifying the Automatic Stay; and (IV) Granting Related Relief* entered into by the Bankruptcy Court in the Chapter 11 Cases on July 10, 2024 ([Docket No. 1538]).

“Disputed Contract” means any Assumed Contract other than any Contract in which there is (i) an objection by a non-debtor Assumed Contract counterparty to the Cure Costs asserted by Seller with regard to any such Contract or (ii) any other dispute as to the assumption or assignment of such Contract, in each case not resolved in a manner satisfactory to Buyer in its sole discretion.

“Employed Physicians” means those Physicians who primarily provide services to the Business, including those who are listed on Schedule A-1 (as may be modified from time to time by mutual agreement of the Parties unless such modification is due to voluntary departure of such individual), which shall include all Physicians employed by an entity engaged in the Business.

“Employees” means each person who is an employee of Sellers whether active or on leave of absence who (a) is a Provider, (b) works primarily at the Practice Locations, or (c) otherwise spends his or her working time primarily or exclusively providing services to the Business.

“Encumbrances” means, without limitation, liens (including Liens), claims (including Claims), encumbrances, liabilities (including Liabilities), and interests.

“Environmental Laws” means all Laws relating to pollution, protection of the environment or natural resources, human health and safety (in respect of exposure to Hazardous Materials), or the use, treatment, storage, transportation, handling, disposal or Release of Hazardous Materials, including the Comprehensive Environmental Response, Compensation, and Liability Act, as amended, 42 U.S.C. §§ 9601, et seq.

“ERISA” means the Employee Retirement Income Security Act of 1974, as amended.

“ERISA Affiliate” means the Sellers or any of their Affiliates and any trade or business (whether or not incorporated) which is or has ever been under common control, or which is or has ever been treated as a single employer, with any of them under Section 414(b), (c), (m) or (o) of the Code.

“Escrow Agreement” means that certain Escrow Agreement, by and among Buyer, the Seller Representative and the Escrow Agent, dated as of the Closing.

“Excluded Contracts” means all Contracts of Sellers other than the Assumed Contracts.

“Executory Contract” means any executory Contract or unexpired lease to which any Seller is a party that is primarily related to, or primarily used in, the Business (and will in any event include all HC Contracts, Shared Payor Agreements, SHCN PPAs, SMCN PPAs, Provider Employment Agreements, Third-Party Leases, Tenant Leases, the Hospitals MSA, the Brighton MSA (including, for the avoidance of doubt, the interests therein of each of SHCS, SEMC and any other Seller or Affiliate thereof), the Brighton Lease and the Payor Agreements), in each case, other than those set forth on Schedule 1.2(i).

“Exhibits” means the exhibits to this Agreement.

“Existing MPT Real Property Leases” means those properties set forth on Schedule A-3.

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

“Federal Trade Commission Act” means the Federal Trade Commission Act of 1914, as amended, and the rules and regulations promulgated thereunder.

“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, or if 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 the Buyer.

“Fraud” means, with respect to any Person, actual and intentional common law fraud against another Person in the making of the representations and warranties set forth in Section 3 or Section 4 of this Agreement, as applicable, as interpreted by Delaware courts applying Delaware common law and as determined by the Bankruptcy Court.

“GAAP” means generally accepted accounting principles in the United States as of the date of this Agreement (or, as used in Section 3.3, with respect to any Financial Statements, as in effect as of the date such Financial Statements were prepared).

“Government Programs” means the Medicare (including Medicare Part D and Medicare Advantage), Medicaid, Managed 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 the Business participates as of the date of this Agreement, including any Medicare or Medicaid accountable care or other alternative payment model, including, but not limited to, the MassHealth Accountable Care Organization Program (**“MassHealth ACO”**), Accountable Care Organization Realizing Equity, Access and Community Health Model (**“REACH ACO”**), or the Medicare Shared Savings Program (**“MSSP”**).

“Governmental Body” means any government or governmental or regulatory body thereof, or political subdivision thereof, whether federal, state, local or foreign, or any agency, instrumentality or authority thereof including any private party contracted by a government or regulatory body to act as an agent thereof, or any court or arbitrator, mediator or arbitral panel (public or private) and, for the avoidance of doubt including the Centers for Disease Control and Prevention, the World Health Organization, the Massachusetts Executive Office of Health and Human Services (**“EOHHS”**) and subdivisions thereof (including the Department of Health and MassHealth), and the Massachusetts Health Policy Commission.

“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.

“Guarantees” means, collectively, all 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) Sellers or any of their Affiliates in connection with the Business.

“Hazardous Materials” means (a) any substances, materials, chemicals, radiation, or wastes which are defined as or included in the definition of as “hazardous substances”, “hazardous wastes”, “solid wastes”, “hazardous materials”, “chemical substances”, “pollutants”, “contaminants,” “medical waste”, “regulated medical waste”, “infectious substances,” or words of similar meaning or effect under and Environmental Law; (b) any petroleum (or any fraction thereof) or refined petroleum products, radioactive materials, medical waste, asbestos, per- and polyfluoroalkyl substances, ethylene oxide, lead, toxic mold, noise, odor, or polychlorinated biphenyls; or (c) any other substances, materials or wastes that form the basis of Liability or standards of conducts under any Environmental Law on the basis of their hazardous, toxic, dangerous or deleterious properties or characteristics.

“HC Contracts” means each Contract by and among or between, as applicable, one or more Sellers, on the one hand, and Health Catalyst, Inc. or any of its Affiliates, on the other hand.

“HC MSA” means the Master Services Agreement, by and between Health Catalyst, Inc. and Steward Health Care System LLC dated as of May 31, 2019, as amended by that certain Amendment to Master Services Agreement, dated as of October 25, 2022.

“Healthcare Laws” means all federal and state Laws relating to the provision of, billing and receipt of payment for, and arranging for and delivery of health care or insurance regulatory matters, including without limitation participation requirements for any applicable CMS Centers for Medicare and Medicaid Innovation or similar Governmental Body or Government Program value-based or alternative payment model program requirements, including, but not limited to, participation and provider requirements applicable to ACO Realizing Equity, Access, and Community Health (**“REACH ACO”**), participation and provider requirements applicable to the Medicare Shared Savings Program (**“MSSP”**), participation and provider requirements applicable to the MassHealth Accountable Care Organization Program (**“MassHealth ACO”**), Title XVIII of the Social Security Act, 42 U.S.C. §§ 1395-1395lll (the Medicare

Statute), including specifically the Ethics in Patient Reforms Act, as amended, 42 U.S.C. § 1395m and the Federal Physician Self-Referral Law, as amended, 42 U.S.C. § 1395nn; Title XIX of the Social Security Act, 42 U.S.C. §§ 1396-1396w-5 (the Medicaid statute); the Federal Health Care Program Anti-Kickback Statute, 42 U.S.C. § 1320a-7b(b); the False Claims Act, 31 U.S.C. §§ 3729-3733; the Program Fraud Civil Remedies Act, 31 U.S.C. §§ 3801-3812; the Anti-Kickback Act of 1986, 41 U.S.C. §§ 51- 58; the Civil Monetary Penalties Law, 42 U.S.C. §§ 1320a-7a and 1320a-7b; the Exclusion Laws, 42 U.S.C. § 1320a-7; HIPAA; any similar state and local Laws that address the subject matter of the foregoing; CMIR Laws; any state Law or precedent relating to the corporate practice of the learned or licensed healthcare professions; any state Law concerning the splitting of healthcare professional fees or kickbacks; any state Law concerning healthcare professional self-referrals; any state healthcare professional licensure Laws, qualifications or requirements for the practice of medicine or other learned healthcare professions; any state requirements for business corporations or professional corporations or associations that provide medical services or practice medicine or related learned healthcare profession; any state and federal controlled substance and drug diversion Laws, including, the Federal Controlled Substances Act (21 U.S.C. § 801, et seq.) and the regulations promulgated thereunder; and all applicable implementing regulations, rules, ordinances and Orders related to any of the foregoing.

“HIPAA” means collectively: (a) the Health Insurance Portability and Accountability Act of 1996 (Pub. L. No. 104-191), including 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); and (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, in each case, as the same may be amended, modified or supplemented from time to time.

“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 MSA” means Master Services Agreement, by and among SHCS, SHMG, and the entities set forth on Exhibit A thereto, dated as of January 31, 2024.

“HPC” means the Massachusetts Health Policy Commission.

“HSR Act” means the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended, and the rules and regulations promulgated thereunder.

“Information Privacy or Security Laws” means all applicable foreign or domestic (federal, state or domestic) Laws applicable to the Business concerning privacy, security, integrity, accuracy, transmission, storage, or processing of Personal Information (including Protected Health Information), including (to the extent applicable to the Business), 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, and state or local health privacy and information security Laws, the Federal Trade Commission Act 15 U.S.C. §§ 41-58, as amended.

“Information Technology Systems” means all information technology systems and services related thereto, Software, computers, workstations, databases, routers, hubs, switches, networks and other information technology equipment primarily used in the Business.

“Intellectual Property” means all rights, title and interests in or relating to all intellectual property or proprietary rights throughout the world, whether protected, created or arising under the Laws of the United States or any other jurisdiction, including: (a) all inventions (whether patentable or unpatentable and whether or not reduced to practice) and designs, all improvements thereto, and all patents, patent applications and patent disclosures, together with all continuations, continuations-in-part, divisions, reissues, renewals, revisions, provisionals, extensions and reexaminations thereof (**“Patents”**); (b) all trademarks, service marks, trade dress, logos, slogans, trade names and corporate names, and all other indicia of origin (with respect to each of the foregoing, whether registered or unregistered), together with all translations, adaptations, derivations and combinations thereof and including all goodwill associated with the foregoing, along with all applications, registrations, renewals and extensions thereof (**“Trademarks”**); (c) all Internet domain names; (d) all copyrights, works of authorship (whether or not copyrightable) and copyrightable works, whether or not registered or published, all registrations and recordings thereof, all applications in connection therewith and all other statutory and common law copyrights associated therewith (**“Copyrights”**); (e) moral and economic rights of authors and inventors, however denominated; (f) all trade secrets, know-how, proprietary information, confidential information and business information, including ideas, research and development, know-how, formulae, compositions, technical data, designs, specifications, schematics, algorithms, architectures, drawings, customer and supplier lists, pricing and cost information, and business and marketing plans and proposals (**“Trade Secrets”**); (g) Software; (h) all internet website content, including photographs and text; (i) all intellectual property, industrial and proprietary rights associated with the foregoing and in other similar intangible assets; (j) all copies and tangible embodiments of any of the foregoing (in whatever form or medium); and (k) all Legal Proceedings and Orders of any nature related to any of the foregoing, including the right to prosecute and collect damages on any past, present or future violation, infringement or misappropriation thereof.

“Intercompany Agreements” means the agreements listed on Schedule A-2.

“Inventory” means all inventory and supplies primarily used or held for use in the Business, including any of the foregoing purchased subject to any conditional sales or title retention agreement in favor of any other Person, together with all rights of the Seller against suppliers of such inventories.

“IRS” means the United States Internal Revenue Service and, to the extent relevant, the United States Department of Treasury.

“Justice Department” means the United States Department of Justice.

“Knowledge of Sellers” means the actual knowledge (and not imputed or constructive knowledge), of any of Dr. Ralph de la Torre, Mark Rich, Jacob Frumkin, Dr. Joseph Weinstein, Dr. Mark Girard, Andrew Herman or Kelly Dedonato.

“Law” means any foreign, federal, state, local law, act, statute, code, ordinance, rule, regulation, Order, common law ruling or other legal requirement of any Governmental Body (and for the avoidance of doubt, includes the Bankruptcy Code).

“Leased Real Property” means all real property leased, subleased or licensed to, or for which a right to use, possess or occupy has been granted to, the Sellers (with respect 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, as listed on Schedule A-8 and Schedule A-9.

“Legal Proceeding” means any action, arbitration, mediation, charge, claim, complaint, demand, dispute, audit, investigation, inquiry, litigation, legal 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 Body, (b) Medicare fiscal intermediary or administrative contractor, recovery audit contractor, zone program integrity contractor, unified program integrity contractor or similar Government Program contractor or (c) arbitrator or mediator, whether at law or in equity, other than routine billing claims and disputes, routine audits, routine post-payment reviews and scheduled surveys.

“Liability” means any liability, obligation, debt, deficiency, damage, interest, Tax, penalty, fine, Claim, “claim” (as defined in the Bankruptcy Code), demand, judgment, cause of action or other losses (including loss of benefit or relief), cost, fine, penalty, royalty, 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 and whether in Contract, tort or otherwise (including those arising out of any action, such as any settlement or compromise thereof).

“Licensed Intellectual Property” means Intellectual Property owned by a third party and licensed or sublicensed to Sellers (with respect to the Business).

“Lien” means any lien (including as defined in Section 101(37) of the Bankruptcy Code), encumbrance giving rise to a claim (as that term is defined in section 101(5) of the Bankruptcy Code), pledge, hypothecation, mortgage, deed of trust, security interest, covenant, charge, option, right of first refusal or first offer, preemptive right, title defect, easement, servitude, assessment, right of way, encroachment or license (other than with respect to any Intellectual Property used by the Sellers).

“MA Primary Care ACO Contract” means the Primary Care Accountable Care Organization Contract, by and between the EOHHS and SMCN, dated December 19, 2023, as amended by that First Amended and Restated Primary Care ACO Contract, by and between SMCN and EOHHS, dated as of January 1, 2024, as amended by that certain Amendment #1 to the First Amended and Restated Primary Care Accountable Care Organization Contract, by and between EOHHS and SMCN, dated as of January 1, 2024.

“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.

“Material Adverse Effect” means any change, effect, event, occurrence or development (any such item, an **“Effect”**) that, individually or in the aggregate with any other Effect, has had or is reasonably expected to have, a material adverse effect on the condition (financial or otherwise) or results of operations of the Business, Purchased Assets or Assumed Liabilities, taken as a whole; provided, that “Material Adverse Effect” shall not include: (a) any Effect attributable to the announcement or pendency of the Transactions; (b) any Effect attributable to conditions affecting any industry in which the Business participates (including the healthcare industry), the U.S. economy or the economy of any other country or region in which the Business is conducted, the credit, debt, capital or financial markets (including changes in interest or exchange rates and the solvency of any bank or financial institution), or the markets in which the Business operates; (c) any Effect resulting from or the taking of any action expressly required by, this Agreement (other than any action required by Section 5.2), (d) any Effect arising from or relating to any change in accounting requirements or principles, including changes in GAAP, or any change in applicable Laws or the interpretation thereof after the date of this Agreement; (e) any Effect arising from or relating to the commencement, continuation or escalation of a war, hostilities, military action, political instability, or other international or national calamity or act of terrorism; (f) any Effect arising from weather,

meteorological conditions or climate, epidemics, disease outbreak or pandemics (including, for the avoidance of doubt, any Effect resulting from, arising in connection with or otherwise related to any health virus, including the COVID-19 or SARS-CoV-2 virus (or any mutation or variation thereof or related health condition)), public health emergencies, federal, state or local shelter-in-place or lockdown Orders, widespread occurrences of infectious diseases or natural disasters (including hurricanes, storms, tornados, flooding, earthquakes, volcanic eruptions or similar occurrences) affecting the Business, taken as a whole; (g) any Effect arising from or relating to the failure of the Business, taken as a whole, to meet or achieve the results set forth in any projection, forecast or revenue or earnings predictions (provided that this clause (g) shall not prevent a determination that any facts, events, changes, developments, circumstances or occurrences giving rise to such failure to meet projections, forecasts or predictions has resulted in a Material Adverse Effect (to the extent such fact, event, change, development, circumstance or occurrence is not otherwise excluded from this definition of Material Adverse Effect)); (h) any material breach by Buyer of its obligations under this Agreement; or (i) any Effect resulting from the filing or pendency of the Chapter 11 Cases; provided, that any Effect, referred to in clauses (b), (e) and (f) will be taken into account for purposes of determining whether there has been a Material Adverse Effect to the extent such Effect adversely affects the Business, the Purchased Assets or the Assumed Liabilities, taken as a whole, in a disproportionately adverse manner relative to other companies operating in the same industries in which the Business operates.

“MPT” means MPT TRS Lender-Steward, LLC.

“Multiemployer Plan” has the meaning set forth in Section 3(37) of ERISA.

“Net Working Capital” has the meaning set forth in Exhibit A.

“Net Working Capital Peg” has the meaning set forth in Exhibit A.

“Non-Physician Providers” means those advanced practice providers and other licensed clinicians who primarily provide services to the Business, including those who are listed on Schedule A-4 (as may be modified from time to time by mutual agreement of the Parties unless such modification is due to voluntary departure of such individual).

“OIG” means the Office of the Inspector General of the U.S. Department of Health and Human Services.

“Order” means any order, injunction, judgment, decree, ruling, writ, assessment, arbitration, determination, adjudication or award of any Governmental Body.

“Ordinary Course of Business” means the ordinary course of operations of the Business, consistent with past practice.

“Organizational Documents” means the charter, memorandum, certificate of incorporation, articles of association, bylaws or other similar document of a Person, as may be amended, restated or otherwise modified from time to time.

“Owned Intellectual Property” means all Intellectual Property owned, or purported to be owned, by the Sellers (with respect to the Business).

“Paid Time Off” means Employees’ accrued vacation, sick, holiday or other paid time off.

“Payor Agreement” means any Contract between the Sellers (with respect to the Business) and a Government Program or a Private Program under which the Sellers (with respect to the Business) directly or indirectly receives payments for medical services provided to such program’s beneficiaries or management and coordination of such medical services (including, all Shared Payor Agreements and all SMG FFS Agreements).

“Permit” means any registration, waiver, authorization, license, permit, identification number, grant, franchise, concession, exemption, notice, certificate or clearance issued, granted, given, or otherwise made available by or under the authority of any Governmental Body or pursuant to any Law in each case, necessary for the operation of the Business.

“Permitted Liens” means (a) all defects, exceptions, restrictions, easements, rights of way, imperfections in title and Liens of record which in each case, individually or in the aggregate, would not materially impair the current use or occupancy of the Leased Real Property in the operation of the Business as currently conducted thereon; (b) Liens for Taxes, assessments or other governmental charges not yet delinquent or the amount or validity of which is being contested in good faith by appropriate Legal Proceedings which have paused the enforcement of any such Lien and for which adequate reserves have been included in the Financial Statements; (c) landlords’, mechanics’, carriers’, workers’, repairers’ and similar Liens, in each case, arising or incurred in the Ordinary Course of Business and for which adequate reserves have been included in the Financial Statements; (d) requirements and restrictions of zoning, building and subdivision Laws which are not violated by the current use or occupancy of the Leased Real Property and which in each case, individually or in the aggregate, would not materially impair the current use or occupancy of the Leased Real Property in the operation of the Business as currently conducted thereon; (e) the Third-Party Leases; (f) Liens that will be released or discharged in connection with the Closing including those related to Specified Debt; (g) Liens under applicable securities Laws; (h) any other Lien that will be cleared and discharged by the Bankruptcy Court at or prior to Closing; and (i) Liens incurred in the Ordinary Course of Business securing Liabilities that are not material to the Purchased Assets and the Business taken as whole; and (j) statutory liens of landlords or other landlord liens arising pursuant to the terms of the Tenant Leases.

“Person” means any individual, corporation, partnership, limited liability company, firm, joint venture, association, joint-stock company, trust, unincorporated organization, Governmental Body or other entity.

“Personal Information” means (a) 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) or (b) the meanings of “personally identifiable information,” “personal data,” or similar terms specified in applicable Information Privacy or Security Laws.

“Personal Property” means all of Sellers’ right, title and interest in tangible personal property primarily used or held for use in, or otherwise primarily relating to, the Business, including all equipment, medical devices, medical and office supplies, diagnostic equipment, computer hardware and data processing equipment, furniture, fixtures, machinery, office furnishings, instruments, telephones, telephone numbers, keys, security access cards and other tangible personal property, including all rights in all warranties of any manufacturer, supplier, vendor, developer, contractor, or other Person exclusively related thereto or with respect to any other property included within the Purchased Assets.

“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.

“Post-Closing Tax Period” means any taxable period beginning after the Closing Date and the portion of any Straddle Period beginning after the Closing Date.

“Practice Locations” means the locations leased, managed or operated by the Sellers listed on Schedule A-6 and from which the Business is currently conducted.

“Prepaid Expenses” means all prepayments, refunds and all other prepaid expenses of Sellers with respect to the Business.

“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 Information, including, but not limited to: (i) each Law relating to the protection or Processing of personal data that is applicable to Sellers or any of their 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 Body 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 Sellers or any of their 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 Program” means all third party payors, including, without limitation, managed care organizations, insurance companies, self-insured health plans, health maintenance organizations and preferred provider organizations, excluding Government Programs, in each case, related to the Business.

“Processing” **“Process”** or **“Processed”** means, with respect to Personal Information, including 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 Information Privacy or Security Laws) of such Personal Information, including Company Data or Information Technology Systems.

“Project Sparta Transaction” means the transaction and agreements related to and consummated pursuant to that certain Agreement and Plan of Merger, by and among CareMax, Inc., Sparta Merger Sub I, Inc., Sparta Merger Sub II, Inc., Sparta Merger Sub III, Inc., Sparta Merger Sub I, LLC, Sparta Merger Sub II, LLC, Sparta Merger Sub III, LLC, Sparta Sub, Inc, SNCN Holdco, Inc., SICN Holdco, Inc., Steward

National Care Network, Inc., Steward Integrated Care Network, Inc., Steward Accountable Care Network, Inc., Sparta Holding Co., LLC and Steward Health Care Systems, LLC, dated May 31, 2022.

“Property Taxes” means personal property, ad valorem, intangible, real property and other similar non-transactional-based Taxes.

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

“Providers” means the Employed Physicians and the Non-Physician Providers, collectively.

“Reference Date” means April 30, 2024.

“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.

“Related Claim” means any claims, causes of action or Legal Proceedings (whether at law or in equity, based upon Contract, tort, statute or otherwise) that may be based upon, arise out of or relate to this Agreement or the negotiation, execution, performance, breach, interpretation, construction, validity or enforcement of this Agreement (including any claim, cause of action or Legal Proceeding based upon, arising out of or related to any representation or warranty made or alleged to be made in or in connection with, or as an inducement to enter into, this Agreement).

“Related Party” means, collectively, (a) any direct or indirect equityholder, director, manager, or officer of any Seller or its Affiliates (other than the Sellers), (b) any individual who is a family member of any of the Persons identified in clause (a), whether or not such Person resides in the same household, and whether related by birth, marriage, adoption or otherwise, (c) any entity in which any of the Persons identified in clause (a) or clause (b) holds five percent (5%) or more of the outstanding equity interests, and (d) any Affiliate of Sellers (excluding, for the avoidance of doubt, the Sellers).

“Release” means any spilling, leaking, pumping, pouring, emitting, emptying, discharging, seeping, migrating, release, injecting, escaping, leaching, dumping, or disposing into the indoor or outdoor environment from any source.

“Representatives” means, with respect to any Person, such Person’s Affiliates, and its and its Affiliates’ equityholders, partners, members, officers, directors employees, consultants, agents, attorneys, accountants, advisors, financing sources and other representatives.

“Sale Order” means an Order as set forth on Exhibit J with changes thereto as are reasonable acceptable to Buyer and Sellers.

“Sanctioned Country” means any of Cuba, Iran, North Korea, Syria, and the Crimea region or so-called Donetsk People’s Republic or Luhansk People’s Republic regions in Ukraine.

“Sanctioned Person” means all applicable Laws concerning economic sanctions. means any Person with whom dealings are restricted or prohibited under any Sanctions Laws, including (i) any Person identified in any list of Sanctioned Persons maintained by (A) the U.S. Department of Treasury, Office of Foreign Assets Control, the U.S. Department of Commerce, Bureau of Industry and Security or the U.S. Department of State, (B) His Majesty’s Treasury of the United Kingdom, (C) any committee of the United Nations Security Council or (D) the European Union, (ii) any Person located, organized, or resident in,

organized in, or a Governmental Body or government instrumentality of, any Sanctioned Country and (iii) any Person directly or indirectly 50% or more owned or controlled by, or acting for the benefit or on behalf of, a Person described in clause (i) or (ii).

“Schedules” means the disclosure schedules and any other schedule to this Agreement.

“Seller Party” or **“Seller Parties”** means those Affiliates of Sellers designated by Sellers prior to Closing as “Seller Parties” hereunder.

“Security Incident” means, with respect to the Business, any unauthorized Processing of Personal Information, including Company Data, any unauthorized access to the Information Technology Systems, or any incident that may require notification to any Person, Governmental Body, or any other entity under Privacy Requirements.

“Seller Fundamental Representations” means representations and warranties of Sellers contained in Section 3.1 (Organization and Qualification; Capitalization), Section 3.2 (Authority; Execution and Delivery), Section 3.22 (Brokers and Finders) and the first two sentences of Section 3.18 (Condition and Title of Assets).

“Seller Intellectual Property” means, collectively, the Owned Intellectual Property and the Licensed Intellectual Property.

“Seller Marks” has the meaning set forth in Section 6.6.

“Shared Payor Agreements” means those Contracts set forth on Schedule A-7 that are Assumed Contracts and all SMG FFS Payor Agreements that are Assumed Contracts.

“SHCN PPAs” mean participating provider agreements between either SHCN or SHCN ACO and physicians, physician groups, hospitals, or other providers whereby SHCN or SHCN ACO negotiates and administers Payor Contracts on behalf of such providers.

“SMCN PPAs” mean participating provider agreements between SMCN and Participating PCPs (as such term is defined in the MA Primary Care ACO Contract) and other applicable providers governing such provider’s participation in the MassHealth ACO model.

“SMG FFS Agreements” means any Contract (with respect to the Provider Business) between a Seller and a Private Program under which such Seller (with respect to the Provider Business) receives payment for medical services provided on a fee for service basis, including but not limited to, such Contracts on Schedule A-10.

“Sherman Act” means the Sherman Antitrust Act of 1890, as amended, and the rules and regulations promulgated thereunder.

“Social Security Act” means the Social Security Act of 1935 and all regulations promulgated thereunder.

“Software” means any and all databases, computer programs and other software, including databases, software interfaces, implementations of algorithms, models, and methodologies, whether in source code, object code or other form, including libraries, subroutines and other components thereof.

“Specified Debt” means, collectively, indebtedness under (i) that certain Credit Agreement, dated as of February 21, 2024, by and among SHCN, Steward Emergency Physicians, Inc., Steward Physician Contracting, Inc., SMCN, Stewardship Health, Inc., SHMG and Stewardship Services Inc., as the borrowers, certain other Affiliates of SHCS 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 SHCS, certain Affiliates of SHCS 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 SHCS in favor of MPT, (iv) the DIP Financing and (v) the Existing MPT Real Property Leases.

“Sponsors” means Kinderhook Capital Fund VI, L.P., a Delaware limited partnership, Kinderhook Capital Fund VI-B, L.P., a Delaware limited partnership, Kinderhook Capital Fund 8, L.P., a Delaware limited partnership, and Kinderhook Capital Fund 8-B, L.P., a Delaware limited partnership.

“Straddle Period” means any taxable period beginning on or prior to the Closing Date and ending after the Closing Date.

“Surplus Receivables” means performance-based or milestone-based payments or other payments from health plans providers attributable to the Business (including but not limited to receivables related to withholds, infrastructure payments, quality or other payor incentives, surplus or deficit settlements relative to the performance of risk-sharing contracts with health plans or State Medicaid programs, amounts due to the Business from Medicare Shared Savings Plans, equity based incentives, amounts due from providers related to contractual discounts, pass-through PCP payments, management fees and grants).

“Tax Returns” means any return, declaration, report, claim for refund, or information return or statement filed or required to be filed with any Governmental Body relating to any Tax, including any schedule or attachment thereto, and including any amendment thereof, and, further, including any information return, claim for refund, amended return or declaration of estimated Tax, and including, where permitted or required, combined, consolidated or unitary returns for any group of entities that includes any Seller.

“Taxes” means (a) any and all federal, state, local, foreign and other taxes, charges, fees, imposts, duties, levies, or other assessments in the nature of a tax, including net income, gross income, gross receipts, sales, use, ad valorem, hospital, capital stock, provider, transfer, franchise, profits, license, lease, rent, service, service use, withholding, payroll, employment, unemployment, social security, excise, severance, privilege, stamp, occupation, premium, personal property, real property, escheat and unclaimed property, windfall profits, alternative minimum, value added, estimated taxes, customs, and any other taxes duties, levies, fees or other charges of any kind whatsoever in the nature of tax together with any interest and any penalties, files, charges, or additions to tax or additional amounts with respect thereto, and (b) any liability to pay, indemnify, assume or succeed to the liability of another Person for any item described in the foregoing clause (a), including as a result of being a member of any affiliated, combined, or other similar Tax group and whether arising under any law, equity, contract, assumption, transferee or successor liability or otherwise.

“Tenant Lease” means any lease, sublease, license, occupancy agreement or other contractual obligation pursuant to which the Sellers currently lease, sublease, license or otherwise use, possess or occupy all or some portion of the Leased Real Property set forth on Schedule A-8 (as may be modified from time to time and together with any applicable amendments, supplements, exhibits, addenda and modifications thereto).

“Third-Party Lease” means any lease, sublease, license, occupancy agreement or other contractual obligation pursuant to which the Sellers currently lease, sublease, license or otherwise grant a right to use, possess or occupy to a third party all or some portion of the Leased Real Property set forth on Schedule A-9 (as may be modified from time to time and together with any amendments, supplements, exhibits, addenda and modification thereto).

“Transaction Documents” means this Agreement, the Bill of Sale and Assignment and Assumption Agreement, the Lease Assignment and Assumption Agreements, the Escrow Agreement, Deposit Escrow Agreement, the Transition Services Agreement and the Management Services Agreement.

“Transactions” means the transactions contemplated by the Transaction Documents.

“Transfer Taxes” means any real or personal property transfer, sales, use, documentary, transfer, stock transfer, stamp or similar Taxes, and any transfer, recording, registration, and other fees or similar amounts, in each case imposed or payable in connection with the Transactions.

“Working Capital Adjustment” means (a) if the Net Working Capital exceeds the Net Working Capital Peg, the amount, if any, by which the Net Working Capital exceeds the Net Working Capital Peg, which amount shall be expressed as a positive number, (b) if the Net Working Capital is less than the Net Working Capital Peg, the amount, if any, by which the Net Working Capital Peg exceeds the Net Working Capital, which amount shall be expressed as a negative number, or (c) if the Net Working Capital is equal to the Net Working Capital Peg, zero.

Terms Defined Elsewhere in this Agreement. For purposes of this Agreement, the following terms have meanings set forth in the Sections indicated:

<u>Term</u>	<u>Section</u>
2022 Financial Statements	3.3(a)
2023 Financial Statements	3.3(a)
Affiliated Persons	12.9
Agreement	Preamble
Allocation	10.1
Allocation Methodology	10.1
Anti-Bribery Laws	3.25
Acquired Avoidance Actions	1.1(q)
AR	Preamble
Asset Registry	3.3(a)
Assumed Contracts	1.1(g)
Assumed Liabilities	1.3
Assumed Paid Time Off	6.1(f)
Available Contract	9.1(a)
AZ	Preamble
Bankruptcy Code	Recitals
Bankruptcy Court	Recitals
Base Purchase Price	1.5
Bill of Sale and Assignment and Assumption Agreement	2.2(b)
BMI Issues	6.10
BMI Relevant Parties	6.10
BMI Session	6.10
Business	Recitals
Buyer	Preamble
Buyer CMIR Election	5.4(a)
Buyer Documents	4.2
Buyer Eligibility Requirements	6.1(a)
Buyer Employer	6.1(a)
Buyer Plans	6.1(d)
Buyer 6.1(f) Payment	6.1(f)
Chapter 11 Cases	Recitals
Closing	2.1
Closing Date	2.1
Closing Statement	1.8(a)
Closing Working Capital	1.8(a)
Company	Recitals
Confidentiality Agreement	5.6
Contract & Cure Schedule	9.1(a)
Control	Annex A (in definition of Affiliate)
Cure Cost Certificate	1.6
CPOM Laws	3.11(g)
Co-Located Leases	6.7
Debt Financing	5.7(a)
Deferred Compensation and Transaction Bonus Payments	6.1(d)
Delayed Payor Agreement	2.4
Delayed Payor Outside Date	2.4

<u>Term</u>	<u>Section</u>
Deposit	11.2
Dispute Notice	1.8(b)
Effect	Annex A (in definition of Material Adverse Effect)
Effective Time	2.1
Eligible Employee	6.1(d)
Employee Contract Assignment and Assumption Agreement	2.2(d)
Employee Effective Time	6.1(a)
Employee on Leave	6.1(a)
Equitable Exceptions	3.2
Equity Commitment Letter	Recitals
Equity Financing	4.6
Escrow Agent	11.2
Estimated Closing Statement	1.6
Estimated Purchase Price	1.6
Estimated Working Capital	1.6
Estimated Working Capital Adjustment	1.6
Excluded Assets	1.2
Excluded Liabilities	1.4
FCPA	3.25
Final Purchase Price	1.8(d)
Financial Statements	3.3(a)
First Outside Date Extension	11.1(c)
Heritage	Preamble
IASIS	Preamble
Insurance Policies	3.16
Interim Financial Statements	3.3(a)
Interim Period	5.1
Labor Agreement	3.15(a)
Lease Assignment and Assumption Agreement	2.2(a)
Management Services Agreement	2.2(i)
Material Contracts	3.8
Material Payor Agreements	3.8
Medical Records	1.1(e)
Medical Records Access Agreement	2.2(j)
Net Negative Purchase Price Adjustment Amount	1.8(e)
Net Positive Purchase Price Adjustment Amount	1.8(e)
Neutral Accountant	1.8(c)
Non-Parties	12.9
Outside Date	11.1(c)
Parties	Preamble
Permian	Preamble
Petition Date	Recitals
PFAS	Annex A (in definition of Hazardous Materials)
Previously Omitted Contract	9.1(c)
Professional Services Agreement	2.2(e)
Proration Items	10.2(c)
Provider Business	Recitals

<u>Term</u>	<u>Section</u>
Provider Employment Agreements	1.1(f)
Provider Only Transaction	1.5
Purchase Price	1.5
Purchase Price Adjustment	1.8(e)
Purchased Assets	1.1
Recourse Theory	12.9
Rejection Order	7.10
Related Person	3.26
Released Parties	12.11
Releasing Parties	12.11
Replacement Brighton MSA	1.5(b)
Replacement Contract	6.3(a)
Sale Documents	9.2(b)
Sanctions Laws	3.24
Seller	Preamble
Seller Representative	Preamble
Seller Taxes Payable	10.2(c)
SEMC	Preamble
SHCN	Preamble
SHCN ACO	Preamble
SHCS	Preamble
SHMG	Preamble
SMCN	Preamble
SMG	Preamble
Specified Documents	12.3
SSI	Preamble
Steward Business	6.3(a)
Stewardship Primary Care Provider Retention Program	6.1(n)
Straddle Period	10.2(a)
Surplus Receivables	1.1(v)
Termination List	6.1(l)
Transferred Employee	6.1(a)
Transferred Information Technology Systems	1.1(i)
Transferred Intellectual Property	1.1(n)
Transferred Permits	1.1(h)
Transition Services Agreement	2.2(c)
USFHP Assets	1.5
USFHP Business	Recitals
Waiver Arrangements	3.11(h)
WARN Act	3.15(b)

SCHEDULE A-1

EMPLOYED PHYSICIANS

[Omitted]

SCHEDULE A-2

INTERCOMPANY AGREEMENTS

[Omitted]

SCHEDULE A-3

EXISTING MPT REAL PROPERTY LEASES

[Omitted]

SCHEDULE A-4

NON-PHYSICIAN PROVIDERS

[Omitted]

SCHEDULE A-5

[RESERVED]

SCHEDULE A-6

PRACTICE LOCATIONS

[Omitted]

SCHEDULE A-7

SHARED PAYOR AGREEMENTS

[Omitted]

SCHEDULE A-8

TENANT LEASES

[Omitted]

SCHEDULE A-9

THIRD-PARTY LEASES

[Omitted]

SCHEDULE A-10

SMG FFS AGREEMENTS

[Omitted]

EXHIBIT A

WORKING CAPITAL

[Please see attached]

Exhibit A

Part 1

As used in this Agreement, including this Exhibit A, the terms below shall have the following meanings:

“Net Working Capital” means, as of immediately prior to the Effective Time, without giving effect to any of the Transactions:

(a) the following consolidated current assets of the Sellers set forth in Part 3 of this Exhibit A, in each case, to the extent related to the Business and included in the accounts set forth in, and calculated in accordance with, Part 1 and Part 2 of this Exhibit A: (i) Prepaid Expenses; (ii) Inventory; and (iii) Surplus Receivables, *minus*

(b) the following consolidated current Liabilities of the Sellers, in each case, to the extent related to the Business and included in the accounts set forth in Part 3 of this Exhibit A, and calculated in accordance with, Part 1 and Part 2 of this Exhibit A: (i) Provider Distribution Liabilities; (ii) Assumed Paid Time Off; (iii) Accrued Compensation; (iv) Medical Claims Payables; and (v) Pharmacy Claims Payables,

in each case, as determined in accordance with the Agreed Principles; provided, that, for the avoidance of doubt, the calculation of Net Working Capital shall not include any Excluded Assets, Excluded Liabilities, or any assets or liabilities of Sellers unrelated to the Business.

“Net Working Capital Peg” means (i) \$10,110,415.58 in the event the Transaction includes the USFHP Business or (ii) \$37,050,282.61 in the event of a Provider Only Transaction.

“Agreed Principles” means the (A) same accounting methodologies, principles and procedures used in, and on a basis consistent with, those applied in preparing the 2023 Financial Statements, to the extent consistent with GAAP. To the extent not addressed in (A), GAAP.

Part 2

Inventory Calculation Procedures

(a) Within the five (5)-day period preceding the Closing Date, Sellers will (or will procure a third party to) perform a physical count of Inventory, and calculation of the value thereof, in a manner consistent with its past practice. Sellers will give Buyer not less than three (3) 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 receive copies of the records related to such physical count of Inventory. In connection with such physical count of Inventory, Sellers Representative 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 Exhibit A. The value of Inventory shall be determined in a manner consistent with the Agreed Principles;

provided, that the value of the Inventory (for purposes of calculating Net Working Capital) shall be increased or decreased, as appropriate, to reflect the value of any additions to, or the value of deletions from (as determined by the physical inventory), the amount of Inventory between the date(s) of such physical inventory and the Effective Time. Sellers will deliver the results of the physical count of Inventory in writing to Buyer promptly upon completion thereof, which absent manifest error, shall be final and binding on the Parties and the amount and value of the Inventory calculated therein shall be set forth in the Final Closing Statement.

(b) The Parties acknowledge that the results of the physical count of Inventory to be taken pursuant to this Exhibit A 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 based on the latest available unaudited balance sheets of the Business and such amount shall be set forth in the Estimated Closing Statement.

(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 personnel of Affiliates of Sellers, the cost of conducting the physical count of Inventory shall be determined by Sellers based upon the allocable cost of all such personnel's time for conducting the inventory count pursuant to Section 0 above).

Part 3

An illustrative calculation of Net Working Capital as of the Reference Date, which shall be used as a template for the calculation of Net Working Capital, is attached hereto as Part 3 of Exhibit A.

(A) Transaction that is not a Provider Only Transaction

NWC Class	Grouping	Entity	Account No	Account Name	12/31/2023 Balance
Asset	Inventory	SHMG	1500015077	INVENTORY - MISC	\$ 95,284.66
Asset	Inventory	USFHP	1500015083	INVENTORY CHS PHARMACY	\$ 1,316,618.61
Asset	Prepaid Expenses	SHMG	1510015105	PREPAID MALPRACT INSURANCE	\$ 144,530.43
Asset	Prepaid Expenses	SHMG	1510015130	PREPAID OTHER	\$ 90,449.31
Asset	Prepaid Expenses	SHMG	1510015161	PREPAID- RENT	\$ 46,911.35
Asset	Prepaid Expenses	SHMG	41301400000	Prepaid Insurance Malpractice	\$ -
Asset	Prepaid Expenses	SHMG	41303400000	Prepaid Rent	\$ -
Asset	Prepaid Expenses	USFHP	1510015105	PREPAID MALPRACT INSURANCE	\$ -
Asset	Prepaid Expenses	USFHP	1510015130	PREPAID OTHER	\$ 15,853.01
Asset	Surplus Receivable	SHCN	1300000000	OTHR A/R GENERAL	\$ 12,016,476.09
Asset	Surplus Receivable	SHCN	1300013260	OTHER A/R MISC	\$ 38,620,078.66
Asset	Surplus Receivable	SETMA	41402000011	Other A/R Wellcare GTPA Bonus	\$ 12,231,014.62
				TOTAL ASSETS	\$ 64,577,216.74
Liability	Accrued Compensation	SHMG	2200022000	ACCR Comp Payroll Payable	\$ (1,164,667.33)
Liability	Accrued Compensation	SHMG	2200022003	Accrued Bonus	\$ (2,576,637.13)
Liability	Accrued Compensation	SHMG	42100000000	Accrued Payroll	\$ -
Liability	Accrued Compensation	SHMG	42100700000	Accrued incentive compensation	\$ -
Liability	Accrued Compensation	SHCN	2200022000	ACCR Comp Payroll Payable	\$ (50,608.29)
Liability	Accrued Compensation	USFHP	2200022003	Accrued Bonus	\$ (1,128,698.33)
Liability	Accrued Compensation	USFHP	2200022063	ACCR Comp Annuities Fidelity	\$ (28,000.00)
Liability	Accrued Compensation	SETMA	42100700000	Accrued incentive compensation	\$ (3,915,507.31)
Liability	Assumed Paid Time Off	SHMG	2200022005	ACCR Comp Vacation	\$ (1,777,056.10)
Liability	Assumed Paid Time Off	SHMG	42100200000	Accrued PTO	\$ -
Liability	Assumed Paid Time Off	SHCN	2200022005	ACCR Comp Vacation	\$ (1,334,389.00)
Liability	Assumed Paid Time Off	USFHP	2200022005	ACCR Comp Vacation	\$ (172,754.33)
Liability	Assumed Paid Time Off	SETMA	2200022005	ACCR Comp Vacation	\$ (198,887.70)
Liability	Provider Distribution Liability	SHCN	2300023110	ACCR Liab Miscellaneous	\$ (14,035,580.71)
Liability	Provider Distribution Liability	SHCN	2830025388	Long Term Distro Liab Yr 1	\$ (11,030,827.04)
Liability	Provider Distribution Liability	SHCN	2830025389	Long Term Distro Liab Yr 2	\$ (6,865,356.14)
Liability	Medical Claims Payable	USFHP	2300023132	ACCR Liab DOD Expense	\$ (22,842,676.05)
Liability	Pharmacy Claims Payable	USFHP	2300023110	ACCR Liab Miscellaneous	\$ (2,169,883.01)
				TOTAL LIABILITIES	\$ (69,291,528.47)
				TOTAL NET WORKING CAPITAL	\$ (4,714,311.73)

(B) Provider Only Transaction

Net Working Capital					
NWC Class	Grouping	Entity	Acct #	Account Name	Dec-23
Asset	Inventories	SHMG	1500015077	Inventory - MISC	95
Asset	Prepaid Expenses	SHMG	1510015105	Prepaid Malpractice Insurance	145
Asset	Prepaid Expenses	SHMG	1510015130	Prepaid Other	90
Asset	Prepaid Expenses	SHMG	1510015161	Prepaid- Rent	47
Asset	Surplus Receivable	SHCN	1300000000	Commercial Withhold and Other Payor A/R	12,016
Asset	Surplus Receivable	SHCN	1300013260	Medicaid Settlements and Withhold	29,163
Asset	Surplus Receivable	SHCN	1300013260	Commercial Settlements	9,457
Asset	Surplus Receivable	SETMA	41402000011	Other A/R Wellcare GTPA Bonus	12,231
				Total Assets	63,245
Liability	Provider Distribution Liabili	SHCN	2300023110	2021 and 2023 Medicaid Distribution Liabilities	(8,983)
Liability	Provider Distribution Liabili	SHCN	2300023110	Non-Massachusetts Distribution liabilities	(5,053)
Liability	Provider Distribution Liabili	SHCN	2830025388	2022 Massachusetts Accruals for 2024 Distribution	(11,031)
Liability	Provider Distribution Liabili	SHCN	2830025389	2023 Massachusetts Accruals for 2025 Distribution	(6,865)
Liability	Provider Distribution Liabili	SHCN	2830025389	2024 Massachusetts Accruals for 2026 Distribution	-
Liability	Accrued Compensation	SHCN	2200022000	Accrued Payroll	(51)
Liability	Accrued Compensation	SHCN	2200022005	Accrued Vacation	(1,334)
Liability	Accrued Compensation	SHMG	2200022000	Accrued Comp Payroll Payable	(1,165)
Liability	Accrued Compensation	SHMG	2200022003	Accrued Bonus	(2,577)
Liability	Accrued Compensation	SETMA	42100700000	Accrued Compensation	(3,916)
Liability	Assumed Paid Time Off	SHMG	2200022005	Accrued Comp Vacation	(1,777)
Liability	Assumed Paid Time Off	SETMA	2200022005	PTO Liability	(199)
				Total Liabilities	(42,950)
				Total Net Working Capital	20,295

EXHIBIT B

FORM OF LEASE ASSIGNMENT AND ASSUMPTION AGREEMENT

[Please see attached]

[Recording Requested By
And When Recorded, Return To:

_____]¹

DO NOT WRITE ABOVE THIS LINE
FOR RECORDER'S USE ONLY

APN:

[City], [State]

EXHIBIT B

FORM OF LEASE ASSIGNMENT AND ASSUMPTION AGREEMENT²

THIS LEASE ASSIGNMENT AND ASSUMPTION AGREEMENT (this "Assignment") is made as of the [●] day of [●] (the "Effective Date"), by and between [●], a [●] ("Assignor"), and [Brady Health Buyer, LLC], a [Delaware limited liability company] ("Assignee") (each of Assignor and Assignee, a "Party" and, together, the "Parties").

WHEREAS, [the Parties are parties] [[●] and Assignee are parties] to that certain Asset Purchase Agreement, dated [●], by and among [Stewardship Health, Inc., a Delaware corporation, Stewardship Health Medical Group, Inc., a Massachusetts Chapter 180 corporation, Steward Health Care Network, Inc., a Delaware corporation, Stewardship Services, Inc., a Delaware corporation, Steward Medicaid Care Network, Inc., a Delaware corporation, Steward Health Care Network ACO Texas, Inc., a Texas 509(a)(1) corporation, Heritage Technologies LLC dba Desert Grove Family Medical, an Arizona limited liability company, Steward Medical Group, Inc., a Massachusetts non-profit corporation, Permian Premier Health Services, Inc., a Texas corporation, Physician Group of Arkansas, Inc., a Delaware corporation, Physician Group of Arizona, Inc., a Delaware corporation, Steward St. Elizabeth's Medical Center of Boston, Inc., a Delaware Corporation, Steward Health Care System, LLC, a Delaware limited liability company and IASIS Healthcare, LLC, a Delaware limited liability company] and [Assignee] (as amended, supplemented or otherwise modified, the "Purchase Agreement"). Capitalized terms used but not otherwise defined herein have the meanings given to such terms in the Purchase Agreement;

WHEREAS, the execution and delivery of this Assignment is contemplated by Sections [2.2(a) and 2.3(b)] of the Purchase Agreement; and

¹ **Note to Draft:** To be added only for leases which are recorded.

² **Note to Draft:** Form to be duped out for each property transferred and to be modified to comply with local law requirements, if applicable.

WHEREAS, Assignor desires to assign, transfer, convey and deliver to Assignee the lease described in Schedule I attached hereto, including all amendments, modifications, and supplements thereto (collectively, the “Lease”), and Assignee desires to accept such assignment of the Lease, together with all right, title, and interest of Assignor thereunder. [The property encumbered by the Lease (the “Leased Premises”) is described on Schedule II attached hereto.]³

WHEREAS, pursuant to that certain Sale Order issued by the United States Bankruptcy Court for the Southern District of Texas (the “Bankruptcy Court”), Assignor is authorized to assign to Assignee, and Assignee wishes to assume from Assignor the Lease.

NOW, THEREFORE, in consideration of the foregoing and the representations, warranties, covenants and agreements set forth in the Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, agree as follows:

1. Assignment and Assumption of Lease. For and in consideration of Ten Dollars (\$10.00) and other valuable consideration, the receipt and adequacy of which are hereby acknowledged, effective as of the Effective Date, Assignor hereby assigns, transfers, conveys, and delivers to Assignee all of Assignor’s estate, right, title and interest as tenant of the leasehold estate described under the Lease, and Assignee hereby accepts the assignment, transfer, conveyance and delivery of Assignor’s estate, right, title and interest in, to and under such leasehold estate.
2. Assumption of Assumed Liabilities. Effective as of the Effective Date, Assignor hereby assigns, and Assignee hereby assumes and agrees to pay, discharge, or perform when due, on or after the Effective Date, the Assumed Liabilities related to the Lease to the extent provided in the Purchase Agreement. For the avoidance of doubt, and without limiting the foregoing, Assignee does not assume, pursuant to this Assignment and hereby disclaims, all Liabilities of Assignor or of any predecessor or Affiliate of Assignor other than such Assumed Liabilities with respect to the Lease.
3. Conflict. The assignment and assumption of the Lease (and the Assumed Liabilities related thereto) made hereunder are made in accordance with, and subject to, the Purchase Agreement (including, without limitation, any surviving representations, warranties, covenants, and agreements contained therein), which are incorporated herein by reference. If there is any conflict or inconsistency between the provisions of the Purchase Agreement and this Assignment, the provisions of the Purchase Agreement shall govern.
4. Binding Agreement. This Assignment shall be binding upon and inure to the benefit of the Parties and their respective permitted successors and assigns.
5. Sole Remedy. The sole and exclusive remedy of the Assignee and Assignor with respect to any breach of this Agreement shall be as set forth in the Purchase Agreement.
6. Notices. All notices and other communications under this Agreement shall be in writing and shall be deemed given (i) when delivered personally by hand (with written confirmation of

³ **Note to Draft:** To be added only for leases which are recorded.

delivery), (ii) on the day sent by e-mail (with confirmation of transmission) if sent during normal business hours of the recipient, and on the next Business Day if sent after normal business hours of the recipient, (iii) one (1) Business Day after deposit with Federal Express or similar nationally reputable overnight courier service, or (iv) on the third (3rd) Business Day after the date mailed by certified or registered mail, return receipt requested, postage prepaid, in each case, at the following addresses (or to such other address as a Party may have specified by notice given to the other Party pursuant to this provision):

If to Assignors, to:

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

Weil, Gotshal & Manges LLP
767 Fifth Avenue
New York, New York 10153
Attention: Ray C. Schrock, Candace M. Arthur,
David J. Cohen, Mariel E. Cruz.
E-mail: ray.schrock@weil.com;
candace.arthur@weil.com;
davidj.cohen@weil.com;
mariel.cruz@weil.com

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

If to Assignee, to:

Brady Health Buyer, LLC
c/o Kinderhook Industries, LLC
505 Fifth Avenue, 25th Floor
New York, NY 10017
Attention: Christian P. Michalik; Matthew Bubis
E-mail: cmichalik@kinderhook.com;
mbubis@kinderhook.com

7. Severability. If any term or other provision of this Agreement is invalid, illegal, or incapable of being enforced by any Law or public policy, all other terms or provisions of this Agreement shall nevertheless remain in full force and effect. Upon such determination that any term or other provision is invalid, illegal, or incapable of being enforced, the Parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible in an acceptable manner in order that the Transactions are consummated as originally contemplated to the greatest extent possible.

8. Amendments. This Agreement may not be amended or modified except by an instrument in writing signed by each Party. No provision of this Agreement may be waived, except by a written instrument making specific reference to this Agreement signed by the Party against whom enforcement of any such waiver is sought. No action taken pursuant to this Agreement, including any investigation by or on behalf of any Party, shall be deemed to constitute a waiver by the Party taking such action of compliance with any representation, warranty, covenant, or agreement contained herein. The waiver by any Party of a breach of any provision of this Agreement shall not operate or be construed as a further or continuing waiver of such breach or as a waiver of any other or subsequent breach. No failure on the part of any Party to exercise, and no delay in exercising, any right, power or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of such right, power or remedy by such Party preclude any other or further exercise thereof or the exercise of any other right, power or remedy.
9. Further Assurances. Each of the Parties shall execute and deliver such documents, and take such other action, as shall be reasonably requested by any other party to carry out the transactions contemplated by this Assignment[, including, without limitation, any other form of assignment agreement required in order to record this Assignment in the appropriate public records of the county in which the Leased Premises are located]⁴.
10. Counterparts. This Agreement may be executed in one or more counterparts including by facsimile or other means of electronic transmission, such as by electronic mail in “.pdf” form, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement.⁵
11. Governing Law. The provisions of Sections 12.2 (*Governing Law*), 12.4 (*Waiver of Jury Trial*), 12.7 (*Admissibility into Evidence*), and 9.7 (*Remedies; Specific Performance*) of the Purchase Agreement, are hereby incorporated herein by reference and shall apply *mutatis mutandis*.
12. No Third-Party Beneficiaries. Nothing in this Agreement shall create or be deemed to create any third-party beneficiary rights in any Person not a party hereto, including any Affiliates of any Party.
13. [Recordation. Subject to the following sentence, this Assignment [shall be/may be] recorded in the appropriate public records of the county in which the Leased Premises are located. Assignor makes no representation regarding the recordability of this Assignment, nor the Lease or related documents, and Assignor shall bear no liability for the failure of this Assignment, the Lease or related documents to be recorded. Assignee shall bear all costs and expenses in connection with recording this Assignment or any other related documents.]]⁶

⁴ **Note to Draft:** To be added only for leases which are recorded.

⁵ **Note to Draft:** To be added only for leases which are not recorded.

⁶ **Note to Draft:** To be added only for leases which are recorded.

14. Entire Agreement. This Agreement, the Purchase Agreement, the Confidentiality Agreement and the other Transaction Documents (and all exhibits and schedules hereto and thereto) collectively constitute and contain the entire agreement and understanding of the Parties with respect to the subject matter hereof and thereof and supersede all prior negotiations, correspondence, understandings, agreements and Contracts, whether written or oral, among the Parties respecting the subject matter hereof and thereof.

* * * * *

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

Assignor:

[] a []

By: _____

Name: _____

Title: _____

¹THE STATE OF _____)
) ss.
County of _____)

On this ____ day of _____, 2020, before me, the undersigned, a Notary Public in and for said State, personally appeared _____, to me known to be the _____ of [], the [] that executed the foregoing instrument, and acknowledged to me that the said instrument is the free and voluntary act and deed of said [], for the uses and purposes therein mentioned, and on oath stated that s/he is authorized to execute the said instrument.

WITNESS MY HAND and official seal hereto affixed the day, month and year in this certificate first above written.

Notary Public in and for the State of _____
Residing at _____
My commission expires: _____

¹ **Note to Draft:** Acknowledgments only required for recording purposes.

Assignee:

[_____] , a [_____]

By: _____

Name: _____

Title: _____

THE STATE OF _____)
) ss.
County of _____)

On this ____ day of _____, 2020, before me, the undersigned, a Notary Public in and for said State, personally appeared _____, to me known to be the _____ of [_____] , the [_____] that executed the foregoing instrument, and acknowledged to me that the said instrument is the free and voluntary act an deed of said [_____] , for the uses and purposes therein mentioned, and on oath stated that s/he is authorized to execute the said instrument.

WITNESS MY HAND and official seal hereto affixed the day, month and year in this certificate first above written.

Notary Public in and for the State of _____
Residing at _____
My commission expires: _____

List of Schedules:

Schedule I - Lease

Schedule II - Leased Premises

[Signature Page to Lease Assignment and Assumption Agreement]

SCHEDULE I

Lease

SCHEDULE II

Leased Premises

EXHIBIT A

[Order Authorizing Debtors to Assume and Assign the Lease]

EXHIBIT C

FORM OF BILL OF SALE AND ASSIGNMENT AND ASSUMPTION AGREEMENT

[Please see attached]

EXHIBIT C**BILL OF SALE, ASSIGNMENT AND ASSUMPTION AGREEMENT**

BILL OF SALE, ASSIGNMENT AND ASSUMPTION AGREEMENT (this “Agreement”), dated as of [●], 2024, by and among Stewardship Health, Inc., a Delaware corporation, Stewardship Health Medical Group, Inc., a Massachusetts Chapter 180 corporation, Steward Health Care Network, Inc., a Delaware corporation, Stewardship Services, Inc., a Delaware corporation, Steward Medicaid Care Network, Inc., a Delaware corporation, Steward Health Care Network ACO Texas, Inc., a Texas 509(a)(1) corporation, Heritage Technologies LLC dba Desert Grove Family Medical, an Arizona limited liability company, Steward Medical Group, Inc., a Massachusetts non-profit corporation, Permian Premier Health Services, Inc., a Texas corporation, Physician Group of Arkansas, Inc., a Delaware corporation, Physician Group of Arizona, Inc., a Delaware corporation, Steward St. Elizabeth’s Medical Center of Boston, Inc., a Delaware Corporation, Steward Health Care System, LLC, a Delaware limited liability company, IASIS Healthcare, LLC, a Delaware limited liability company and [Seller Parties] (collectively, “Assignors”) and Brady Health Buyer, LLC, a Delaware limited liability company (“Assignee”) (each of the Assignors and Assignee, a “Party” and, together, the “Parties”).

Capitalized terms used but not otherwise defined herein shall have the meaning ascribed to them in that certain Asset Purchase Agreement (as amended, supplemented or otherwise modified, the “Purchase Agreement”), dated as of [●], 2024, by and among Assignors and Assignee.

WHEREAS, Assignors and Assignee have entered into the Purchase Agreement, pursuant to which Assignee has agreed to purchase the Purchased Assets and to assume the Assumed Liabilities, in each case, on the terms and subject to the conditions set forth in the Purchase Agreement; and

WHEREAS, pursuant to this Agreement, each of Assignors shall sell, convey, assign, transfer, and deliver to Assignee, and Assignee shall purchase, acquire, and accept from each such Assignor, all of such Assignor’s right, title and interest in, to, and under the Purchased Assets, in each case, on the terms and subject to the conditions set forth in the Purchase Agreement.

WHEREAS, pursuant to this Agreement, the Assignee shall assume and perform in accordance with their terms the Assumed Liabilities, in each case, on the terms and subject to the conditions set forth in the Purchase Agreement.

NOW, THEREFORE, in consideration of the foregoing and the representations, warranties, covenants and agreements set forth in the Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, agree as follows:

1. Assignment of Purchased Assets. Effective as of the Closing, on the terms and subject to the conditions set forth in the Purchase Agreement (including Section 1.1 thereof), each Assignor hereby sells, conveys, assigns, transfers, and delivers to Assignee, and Assignee

hereby purchases, acquires, and accepts from each such Assignor, all of such Assignor's right, title and interest in, to and under the Purchased Assets.

2. Assumption of Assumed Liabilities. Effective as of the Closing, on the terms and subject to the conditions set forth in the Purchase Agreement (including Section 1.3 thereof), Assignee hereby assumes all of the Assumed Liabilities and agrees to perform all such obligations in accordance with their terms.

3. Binding Agreement. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective permitted successors and assigns.

4. Conflict. The respective rights of Assignors and Assignee with respect to the Purchased Assets sold, conveyed, assigned, transferred and delivered hereby and the Assumed Liabilities assumed hereby shall be governed exclusively by the Purchase Agreement and nothing in this Agreement shall alter any liability or obligation arising under the Purchase Agreement, which shall (without limiting the generality of the foregoing) govern, and shall contain the sole and exclusive representations, warranties and obligations of the Parties with respect to such Purchased Assets and such Assumed Liabilities. If there is any conflict or inconsistency between the provisions of the Purchase Agreement and this Agreement, the provisions of the Purchase Agreement shall govern.

5. Sole Remedy. The sole and exclusive remedy of Assignee and Assignors with respect to any breach of this Agreement shall be as set forth in the Purchase Agreement.

6. Notices. All notices and other communications under this Agreement shall be in writing and shall be deemed given (i) when delivered personally by hand (with written confirmation of delivery), (ii) on the day sent by e-mail (with confirmation of transmission) if sent during normal business hours of the recipient, and on the next Business Day if sent after normal business hours of the recipient, (iii) one (1) Business Day after deposit with Federal Express or similar nationally reputable overnight courier service, or (iv) on the third (3rd) Business Day after the date mailed by certified or registered mail, return receipt requested, postage prepaid, in each case, at the following addresses (or to such other address as a Party may have specified by notice given to the other Party pursuant to this provision):

If to Assignors, to:

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

With a copy (which will not constitute notice) to:

Weil, Gotshal & Manges LLP
767 Fifth Avenue
New York, New York 10153
Attention: Ray C. Schrock, Candace M. Arthur,
David J. Cohen, Mariel E. Cruz.
E-mail: ray.schrock@weil.com;
candace.arthur@weil.com;
davidj.cohen@weil.com;

mariel.cruz@weil.com

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

If to Assignee, to:

Brady Health Buyer, LLC
c/o Kinderhook Industries, LLC
505 Fifth Avenue, 25th Floor
New York, NY 10017
Attention: Christian P. Michalik; Matthew Bubis
E-mails: cmichalik@kinderhook.com;
MBubis@kinderhook.com

With a copy (which will not
constitute notice) to:

Kirkland & Ellis LLP
601 Lexington Avenue
New York, NY 10022
Attention: Thomas Marbury; Brian Schartz, P.C.
Email: thomas.marbury@kirkland.com;
brian.schartz@kirkland.com

7. Severability. If any term or other provision of this Agreement is invalid, illegal, or incapable of being enforced by any Law or public policy, all other terms or provisions of this Agreement shall nevertheless remain in full force and effect. Upon such determination that any term or other provision is invalid, illegal, or incapable of being enforced, the Parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible in an acceptable manner in order that the Transactions are consummated as originally contemplated to the greatest extent possible.

8. Amendments. This Agreement may not be amended or modified except by an instrument in writing signed by each Party.

9. Further Assurances. Each of the Parties shall execute and deliver such documents, and take such other action, as shall be reasonably requested by any other party to carry out the transactions contemplated by this Agreement.

10. Counterparts. This Agreement may be executed in one or more counterparts including by facsimile or other means of electronic transmission, such as by electronic mail in “.pdf” form, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement.

11. Governing Law. This Agreement shall be governed by, construed and enforced in accordance with the Laws of the State of Delaware applicable to Contracts executed in and to be performed entirely within that State without giving effect to any Laws, provisions or rules (whether of the State of Delaware or any other jurisdiction) that would cause the application

of the Laws of any jurisdiction other than the State of Delaware and without regard to any borrowing statute that would result in the application of the statutes of limitations or repose of any other jurisdiction. In furtherance of the foregoing, the Laws of the State of Delaware will control even if under such jurisdiction's choice of law or conflict of law analysis, the substantive or procedural law of some other jurisdiction would ordinarily or necessarily apply. 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 Related Claim which may arise or result from, or be connected with, this Agreement, any breach or default hereunder, or the 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 6 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 Related Claim, and the Parties 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 agree that a final judgment with respect to any such Related 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. EACH PARTY HERETO ACKNOWLEDGES AND AGREES THAT ANY ACTION OR LEGAL PROCEEDING, DIRECTLY OR INDIRECTLY, ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY RELATED CLAIM IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES, AND THEREFORE EACH SUCH PARTY HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT SUCH PARTY MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY SUCH ACTION, LEGAL PROCEEDING OR RELATED CLAIM. EACH PARTY CERTIFIES AND ACKNOWLEDGES THAT: (I) NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF SUCH ACTION OR PROCEEDING, SEEK TO ENFORCE THE FOREGOING WAIVER; (II) IT UNDERSTANDS AND HAS CONSIDERED THE IMPLICATIONS OF THIS WAIVER; (III) IT MAKES THIS WAIVER VOLUNTARILY AND (IV) IT HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 11.

12. No Third-Party Beneficiaries. Nothing in this Agreement express or implied shall confer any rights, remedies or claims of any nature upon any Person other than the Parties and their respective successors or permitted assigns.

13. Entire Agreement. This Agreement, the Purchase Agreement, the Confidentiality Agreement and the other Transaction Documents (as defined in the Purchase Agreement) (and all exhibits and schedules hereto and thereto) collectively constitute and contain the entire agreement and understanding of the Parties with respect to the subject matter hereof and thereof and supersede all prior negotiations, correspondence, understandings, agreements and

Contracts, whether written or oral, among the Parties respecting the subject matter hereof and thereof.

[Signature page follows]

IN WITNESS WHEREOF, Assignee and Assignors have caused this Agreement to be executed by their duly authorized representatives as of the date first above written.

ASSIGNORS:

STEWARDSHIP HEALTH, INC.

By: _____
Name: Mark Rich
Title: Treasurer

STEWARDSHIP HEALTH MEDICAL GROUP,
INC.

By: _____
Name: Mark Rich
Title: Treasurer

STEWARD HEALTH CARE NETWORK, INC.

By: _____
Name: Mark Rich
Title: Treasurer

STEWARDSHIP SERVICES, INC.

By: _____
Name: Mark Rich
Title: Treasurer

STEWARD HEALTH CARE NETWORK ACO
TEXAS, INC.

By: _____
Name: Mark Rich
Title: Treasurer

[Signature Page to Bill of Sale, Assignment and Assumption Agreement]

HERITAGE TECHNOLOGIES, LLC

By: _____
Name: Mark Rich
Title: Treasurer

STEWARD MEDICAID CARE NETWORK, INC.

By: _____
Name: Mark Rich
Title: Treasurer

STEWARD MEDICAL GROUP, INC.

By: _____
Name: Mark Rich
Title: Treasurer

PERMIAN PREMIER HEALTH SERVICES, INC.

By: _____
Name: Mark Rich
Title: Treasurer

PHYSICIAN GROUP OF ARKANSAS, INC.

By: _____
Name: Mark Rich
Title: Treasurer

PHYSICIAN GROUP OF ARIZONA, INC.

By: _____
Name: Mark Rich
Title: Treasurer

STEWARD ST. ELIZABETH'S MEDICAL
CENTER OF BOSTON, INC.

By: _____
Name: Mark Rich
Title: Treasurer

STEWARD HEALTH CARE SYSTEM, LLC

By: _____
Name: Mark Rich
Title: Treasurer

IASIS HEALTHCARE, LLC

By: _____
Name: Mark Rich
Title: Treasurer

ASSIGNEE:

BRADY HEALTH BUYER, LLC

By: _____

Name: [●]

Title: [●]

[Signature Page to Bill of Sale, Assignment and Assumption Agreement]

EXHIBIT D

FORM OF TRANSITION SERVICES AGREEMENT

[Please see attached]

Agreed Form

TRANSITION SERVICES AGREEMENT

BY AND BETWEEN

[●]

AS VENDOR

AND

[●]

AS AUTHORIZED USER

Dated as of [●], 2024

TABLE OF CONTENTS¹

SECTION 1 - SERVICES	4
1.1 Transition Services Generally.....	4
1.2 Service Levels.	5
1.3 Omitted Services.	5
1.4 Excluded Applications..	5
1.5 Data Integrity and Information Security Measures.	6
1.6 Scope of Services..	6
1.7 Electronic Mail System Access; Electronic Records.....	6
1.8 Implementation and Conversion Support.	7
SECTION 2 TERM.....	7
2.1 Term.	7
2.2 Termination.	8
SECTION 3 - OUTSOURCING.....	8
SECTION 4 - FEES, EXPENSES, TAXES	9
4.1 Service Fee	9
4.2 Expenses.....	9
4.3 Taxes.....	9
4.4 Initial Payment for Services.....	10
4.5 Late Payments.	10
SECTION 5 - USE OF SUPPORTED SOFTWARE APPLICATIONS.....	10
5.1 Rights in Supported Software Applications.	10
5.2 Supported Software Applications Use License	11
5.3 Updates; Upgrades.....	11
5.4 Third Party Supplier Agreements.....	11
SECTION 6 - BOOKS AND RECORDS.....	12
6.1 Availability to Secretary and Others.....	12
6.2 Right to Inspect	12
SECTION 7 - INDEMNITY; INSURANCE.....	12
7.1 Mutual Indemnity.	12
7.2 Insurance.	13
SECTION 8 - WARRANTIES AND LIMITATIONS OF LIABILITY	13
8.1 Vendor's Efforts.....	13
8.2 Performance	13
8.3 Infringement.....	13
8.4 DISCLAIMER.	14
8.5 Limitation of Liability.	14

¹ **Note to Draft:** TOC to be updated once the TSA is substantially agreed.

8.6	Authorized User’s Mitigation.	15
SECTION 9 - CONFIDENTIALITY		15
9.1	Definition.	15
9.2	Obligation to Observe Confidentiality.	15
9.3	Protection.	15
9.4	Exceptions.	15
9.5	Return of Confidential Information.	15
9.6	Availability of Equitable Remedies.	16
9.7	Reasonable Assistance.	16
9.8	HIPAA Compliance.	16
SECTION 10 - INDEPENDENT CONTRACTOR		16
SECTION 11 - MISCELLANEOUS		16
11.1	Force Majeure and Manner of Service.	16
11.2	Survival.	17
11.3	Entirety of Agreement.	17
11.4	Attorneys’ Fees.	17
11.5	Benefit/Assignment	17
11.6	Incorporation of Provisions of Purchase Agreement.	17

SCHEDULES

Schedule 1.1(a)	-	Scope of Services
Schedule 1.1(b)	-	Monthly Fees for IT Services
Schedule 1.8	-	Implementation Support Fee and Conversion Support Fee
Schedule 7.2	-	Insurance Requirements
Schedule 9.8	-	Business Associate Agreement

TRANSITION SERVICES AGREEMENT

THIS TRANSITION SERVICES AGREEMENT (this “Agreement”) is made and entered into as of [_____] [___], 2024 (the “Effective Date”) by and among Steward Health Care System, LLC, a Delaware limited liability company (as providing Services (as hereinafter defined) hereunder, collectively, “Vendor”), and [●] (collectively with its subsidiaries and Affiliates (as defined in the Purchase Agreement) receiving Services hereunder, “Authorized User”). Vendor and Authorized User is referred to herein individually as a “Party” and together, the “Parties.”

RECITALS

A. Vendor and Authorized User are party to that certain Asset Purchase Agreement dated as of [_____] [___], 2024 (the “Purchase Agreement”), pursuant to which, among other things, Authorized User is purchasing the Purchased Assets (as defined in the Purchase Agreement) from Vendor.

B. Vendor, directly and through certain Affiliates and/or third party vendors (such third party vendors, “Subcontractors”) provides a variety of services that are used by the Business (as defined in the Purchase Agreement).

C. In furtherance of the transactions contemplated by the Purchase Agreement, to assist the orderly transition of the Business, Vendor will provide or arrange for the provision of, directly and/or through its Subcontractors, certain transition services to Authorized User in accordance with the terms and conditions of this Agreement.

D. In connection with preparing for the Services to be provided hereunder after the Effective Date, Vendor provided certain services to Authorized User as set forth on ***Schedule 1.1*** prior to the Effective Date, and, in connection therewith, Authorized User shall pay Vendor the Fees (as hereinafter defined) set forth on ***Schedule 1.1*** as part of the Actual Transition Services Amount (as hereinafter defined).

E. All capitalized terms used but not defined herein shall have the respective meanings ascribed in the Purchase Agreement.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

SECTION 1- SERVICES

1.1 Transition Services Generally.

(a) Vendor shall provide the Services in connection with Authorized User’s operation of the Business during the Term (as hereinafter defined). For purposes of this Agreement, “Services” shall mean the services set forth on ***Schedule 1.1(a)***, which services shall be provided, either directly or through outsourcing arrangements as determined by Vendor in its sole discretion, subject to the terms and conditions of this Agreement. For the avoidance of doubt,

nothing in this Agreement or the Purchase Agreement shall preclude or restrict Vendor from providing Services to itself, its other businesses or to any third party.

(b) Vendor may change its standards and procedures for performing the Services from time to time as may be reasonably necessary or appropriate to comply with the requirements of the applicable software applications not included in the Transferred Intellectual Property (as defined in the Purchase Agreement), but which are used in connection with the Business for which Vendor will provide support pursuant to this Agreement (collectively, the “Supported Software Applications”) or as may be required by changes of Law (as defined in the Purchase Agreement) (as reasonably determined by Vendor) or Vendor’s outsourcing arrangements (to the extent practicable); provided, however, that no material changes will be implemented by Vendor until it has furnished Authorized User with written notice thereof. If a new or updated version (an “Application Update”) of any Supported Software Application is made available to Vendor, then Vendor shall only be required to implement such Application Update for the Business to the extent such Application Update is required by Law, or is otherwise mutually agreed upon by Vendor and Authorized User. If Vendor determines that an Application Update is required by Law or otherwise agrees to implement such Application Update for the Business, then Vendor and Authorized User shall mutually agree upon the costs related thereto, which costs shall be borne solely by Authorized User.

1.2 **Service Levels.** If there is a disruption of Services to the Business, then Vendor shall use the same level of diligence to restore such Services as it would use to restore services to similarly-situated businesses owned by Vendor or its Affiliates under similar circumstances.

1.3 **Omitted Services.** Notwithstanding anything in this Agreement to the contrary, if Authorized User demonstrates that a service historically provided by Vendor or its Affiliates to the Business during the twelve (12) months prior to the Effective Date (the “Baseline Period”) is reasonably necessary for operation of the Business and was omitted from ***Schedule 1.1(a)***, then Authorized User may provide written notice thereof to Vendor. Upon receipt of such notice, Vendor shall provide such service (each such service, an “Omitted Service”), and the Parties shall promptly meet to identify and document the scope and pricing for such Omitted Service; provided that the pricing for such Omitted Service will be determined in a manner consistent with the methodology used for similar Services.

1.4 **Excluded Applications.** Authorized User acknowledges that (i) certain of the software applications used in connection with the operation of the Business will not be conveyed to Authorized User pursuant to the terms of the Purchase Agreement or otherwise (collectively, the “Excluded Applications”), a non-exclusive list of which is set forth on ***Schedule 1.1(a)*** and (ii) Vendor will not provide support to any of the Excluded Applications pursuant to this Agreement. Authorized User covenants and agrees that it shall discontinue the use of the Excluded Applications from the Effective Date until such time as Authorized User has entered into separate license agreements with applicable vendors that permit Authorized User to use the Excluded Applications independent of Vendor’s license agreement with such vendors.

1.5 **Data Integrity and Information Security Measures.**

(a) Vendor shall only Process (as defined in the Purchase Agreement) Personal Information (as defined in the Purchase Agreement) under this Agreement to the extent reasonably necessary to provide the Services, and at all times in compliance with this Agreement and Information Privacy or Security Laws (as defined in the Purchase Agreement). Vendor shall limit access to Personal Information to Workforce (as defined by 45 CFR 160.103) who have a need to access or otherwise Process Personal Information for purposes of performing the Services and are subject to Vendor policies and procedures regarding or are otherwise obligated to maintain the privacy, security and confidentiality of such Personal Information. Vendor shall not disclose any Personal Information to any third party without Authorized User's express written permission, and only where such third party is bound by contractual obligations to maintain the privacy, security and confidentiality of such information at least as restrictive as those set forth herein.

(b) Vendor shall implement and maintain reasonable and appropriate technical and organizational safeguards designed to protect Personal Information in connection with the Services against any unauthorized access to, use, disclosure, modification or destruction of any Personal Information in the Vendor's possession or control, or processed by or on behalf of the Vendor (a "Security Incident"). Vendor will notify Authorized User in writing without undue delay in the event of any material Security Incident.

(c) Authorized User shall require its employees, agents, and Representatives (as defined in the Purchase Agreement) to complete security awareness training within thirty (30) days of their hire date and at least every calendar quarter thereafter. Authorized User shall conduct a phishing test for all such employees, agents and Representatives during each calendar quarter of the Term (as hereinafter defined) and provide the results of such phishing test to Vendor.

1.6 **Scope of Services.** Vendor shall perform the Services for the benefit of Authorized User in its operation of the Business. Authorized User shall exercise ultimate control over the operation of the Business. By entering into this Agreement, Authorized User is not delegating any powers, duties or responsibilities required to be exercised or performed by Authorized User under applicable Law. The Services shall not include (i) the exercise of business judgment or general management by Vendor for, or on behalf of, Authorized User, or (ii) any legal, accounting or other financial advice by Vendor for, or on behalf of, Authorized User and no attorney-client or other advisory or fiduciary relationship will be formed between Vendor and Authorized User. Authorized User shall receive and use the Services solely for its own account. The Parties agree that if Authorized User determines in its sole discretion at any time during the period prior to Closing (as defined in the Purchase Agreement) that a particular Service set forth in ***Schedule 1.1*** is no longer desirable, Authorized User may provide advance written notice to Vendor of its intent to remove the Service from ***Schedule 1.1*** pursuant to Section 2.2(a) and this Agreement will thereafter be deemed amended to remove such Service.

1.7 **Electronic Mail System Access; Electronic Records.** As of the Effective Date, Authorized User shall transition Authorized User's employees, Representatives and agents to its own electronic mail system. For a period of ninety (90) days after the Effective Date, Vendor shall cause Authorized User's employees, agents and Representatives who have "steward.org" e-mail addresses as of the Effective Date (collectively, "Authorized User Personnel") to remain connected to Vendor's electronic mail system and to continue having the ability to access e-mails. In the event that any Authorized User Personnel sends an e-mail from such "steward.org" e-mail

addresses, Authorized User shall ensure that such e-mail shall include the new email address of Authorized User Personnel and the following disclaimer: "The person sending this e-mail is not an agent of Steward Health Care System LLC or any of its Affiliates. References to or the use of "steward.org" e-mail addresses or the "steward.org" or similar domain names are not indications of authority to act on behalf of Steward Health Care System or any of its Affiliates." During such ninety (90)-day period from the Effective Date, Authorized User and Authorized User Personnel may utilize such continued access to Vendor's electronic mail system to access and retain such electronic records that were transferred to Authorized User pursuant to the Purchase Agreement.

1.8 Implementation and Conversion Support. Authorized User shall make a one-time payment to Vendor, in accordance with Section 4.4, in consideration of services provided by or on behalf of Vendor during the period between the date of the Purchase Agreement and the Effective Date to assist and support Authorized User in the separation of Authorized User's systems from Vendor's systems to enable Authorized User to begin receiving the Services on the Effective Date (the "Implementation Support"). The fee for the Implementation Support shall be calculated as follows: (i) for services provided directly by Vendor, for the hourly fee set forth on ***Schedule 1.8***, and (ii) for services provided through a Subcontractor, on a direct pass-through basis, with no markup (the "Implementation Support Fee"). Notwithstanding the foregoing, there are no fees or reimbursable costs due to Vendor or payable by any Authorized User in connection with Vendor's direct or indirect maintenance, support or provision of any Services prior to the Effective Date. Commencing on the Effective Date and continuing during the Term (as hereinafter defined), at Authorized User's reasonable request, Vendor shall provide (or introduce Authorized User to a third party service provider which can provide) to Authorized User certain services which are not Services hereunder but which are reasonably necessary for Authorized User's transition from Vendor's systems to new systems (any such services, the "Conversion Support"). Any Conversion Support shall be billed at the hourly fee set forth in ***Schedule 1.8*** (the "Conversion Support Fee"), and Authorized User shall pay to Vendor any Conversion Support Fees for Conversion Support provided by Vendor in accordance with Section 4. For the avoidance of doubt, nothing in this Section 1.8 shall require Vendor to assist or support Authorized User in the conversion, retention or extraction of e-mail records.

SECTION 2 TERM

2.1 Term. The term of this Agreement shall commence on the Effective Date and shall continue until six (6) months from the Effective Date, unless sooner terminated in accordance with the provisions hereof (the "Initial Term"); provided, however, that notwithstanding anything to the contrary herein, Authorized User in its sole discretion may elect to extend the Initial Term for an additional six (6) months upon at least thirty (30) days' advance written notice to Vendor (the "Extension Term", and together with the Initial Term, the "Term"); provided, further, that during the Extension Term, the Service Fee (as hereinafter defined) for the extended Services and the Conversion Support Fee shall be subject to a cost increase of five percent (5%). Notwithstanding anything in this Agreement to the contrary, Authorized User acknowledges that Vendor's ability to make available third party applications to Authorized User is limited by the terms of Vendor's Third-Party Supplier (as hereinafter defined) agreements, and that in no event shall Vendor be required to provide Services with respect to such third party applications beyond the term and scope permitted in Vendor's agreements for such third party applications; provided, however, that Vendor will, upon request of Authorized User, reasonably assist Authorized User in obtaining any

licenses necessary for Authorized User to continue to receive the Services contemplated hereunder to the extent provided in Section 5.2. As used in this Agreement, “Third-Party Supplier” means any Person (as defined in the Purchase Agreement), Governmental Authority (as defined in the Purchase Agreement), or other form of business organization recognized under applicable Law that supplies products, software, or services to Vendor and/or any of its Affiliates.

2.2 Termination.

(a) **Termination for Convenience.** Authorized User shall have the right to terminate this Agreement and/or any particular Service without cause and for any reason, by providing Vendor with thirty (30) days’ prior written notice (a “Discontinue Notice”). If Authorized User terminate a Service in accordance with the immediately preceding sentence, Vendor will commensurately decrease the Service Fee (as hereinafter defined) corresponding to the Service that was terminated, effective beginning in the month immediately following the month in which the termination effective date of the particular Service occurs.

(b) **Termination For Cause.** Either Party may terminate this Agreement upon written notice to the other Party if the other Party commits a material breach of this Agreement and, to the extent such breach is curable, fails to cure such breach within thirty (30) days after written notice of such breach is provided by the nonbreaching Party to the breaching Party. For the avoidance of doubt, “material breach” shall not include Vendor becoming insolvent or admitting in writing its insolvency or inability to pay its debts as they become due; making or proposing an assignment for the benefit of creditors; convening or proposing to convene a meeting of its creditors or any class thereof, for purposes of effecting a moratorium upon or extension or composition of its debts; proposing any such moratorium, extension or composition; commencing any liquidation or insolvency proceeding under any Law in any jurisdiction for the relief of debtors; or if any receiver, trustee, liquidator or custodian is appointed to take possession of any substantial portion of the breaching Party’s assets.

(c) **Effect of Termination.** Termination of this Agreement in whole or in part, for cause, shall be without prejudice to any other remedy otherwise available to the Parties.

SECTION 3- OUTSOURCING

Notwithstanding anything contained in this Agreement to the contrary, it is expressly understood that Vendor has contracted, and may in the future contract, with Third-Party Suppliers for the provision of data processing services, including, without limitation, the Services, for the use and benefit of Vendor and Authorized User. Vendor shall determine in its sole discretion whether to provide any Services directly or through outsourcing arrangements; provided that (i) Vendor shall provide written notice to Authorized User as soon as reasonably practicable following any new outsourcing arrangements made after the Effective Date and (ii) Vendor may not enter into any new outsourcing arrangements for six (6) months after the Effective Date without Authorized User’s prior written consent (such consent to not be unreasonably withheld, delayed or conditioned) to the extent such new outsourcing arrangement (i) diminishes the quality of such Services or (ii) results in a material increase in the cost of such Services. Vendor does not guarantee the availability of any outsourced Services, although in the event of a disruption in any such Service, Vendor will use commercially reasonable efforts to procure an alternative provider or

provide such Service directly. Also, if the Services are not provided consistent with the service levels and other requirements of this Agreement as a result of any non-performance by any outsourced provider under any outsourcing arrangement, Vendor shall exercise all of its rights and remedies against such non-performing provider to remedy such non-performance to the same extent that Vendor would pursue such rights and remedies for any similarly-situated businesses owned by Vendor or its Affiliates in addition to Vendor's other obligations under this Agreement. If Vendor's costs to provide Services under this Agreement are increased as a result of changes in any outsourcing arrangement or Vendor's decision to provide directly any Services previously provided through an outsourcing arrangement, Authorized User acknowledges that the Service Fee provided for in Section 4.1 will increase on a pass-through basis; provided, however, that Vendor shall notify Authorized User in writing of any fee increase as soon as reasonably practicable, and that any such fee increase shall be implemented in a manner consistent with, and on substantially the same terms and conditions as, similar fee increases implemented at similarly-situated businesses owned by Vendor or its Affiliates.

SECTION 4 - FEES, EXPENSES, TAXES

4.1 **Service Fee.** Authorized User shall pay to Vendor service fees for Services hereunder in the amounts and on the payment terms provided in ***Schedule 1.1(a)*** and ***Schedule 1.1(b)*** (the "Service Fee" and together with the Implementation Support Fee and Conversion Support Fee, collectively as the "Fees"). Vendor will invoice Authorized User by the 1st day of each month for that month's Fees, and the Authorized User shall remit payment in full to Vendor no later than the date which is fifteen (15) days after receipt of each such invoice. If the Effective Date is other than the first day of any calendar month, Authorized User shall pay Vendor a prorated Service Fee for the first and last partial calendar month of this Agreement. The Parties agree that the Fees and all other fees and expenses payable hereunder have been or will be negotiated at arm's length and that the compensation referenced herein, and in any amendments hereto, represents the fair market value for the Services and any other services provided hereunder. For any Service provided hereunder which is discontinued as provided in Section 2.2(a), Vendor will return to Authorized User the prorated portion of any prepaid, unused Service Fee for such discontinued Service, and the Authorized User will cease paying any continuing fee for such Service. If any additional Services or any other services provided hereunder would result in fees and expenses in addition to those set forth on ***Schedule 1.1*** greater than \$50,000, then Vendor shall notify Authorized User in writing of any such fee increase as soon as practicable and thereafter Authorized User can choose whether or not to accept such Service and the corresponding increase in the Service Fee (and Vendor will not be required to provide such Service until Authorized User have accepted such corresponding increase in the Service Fee). Vendor shall have the right to set off any amounts owed to Authorized User under the Management Services Agreement, by and between Authorized User and Vendor, dated as of the Effective Date (the "MSA"), with any amounts owed to Vendor under this Agreement which are not paid by Authorized User when due; provided, however, that Vendor's right to set off such amounts shall be subject to Authorized User's prior written consent. Authorized User shall have the right to set off any amounts owed to Vendor under this Agreement with any amounts owed to Authorized User under the MSA which are not paid by Vendor when due.

4.2 **Expenses.** Authorized User shall reimburse Vendor for all pre-approved sums paid that are reasonable and necessary out-of-pocket expenses incurred by Vendor or its contracting

parties (including, without limitation, Vendor's Affiliates) on behalf of Authorized User in connection with this Agreement, as more particularly described in ***Schedule 1.1***.

4.3 **Taxes.** Authorized User shall be responsible for and shall pay all sales, use, transfer, value-added, excise, consumption, gross receipts, goods or services, or similar taxes ("Sales Taxes"), however levied or assessed, with respect to the Services or any Conversion Support; provided that, for the avoidance of doubt, Sales Taxes shall not include any income tax (or other similar taxes in the nature of or in lieu of an income tax). Vendor shall separately state any Sales Taxes on the applicable invoice furnished to Authorized User by Vendor. Authorized User shall not be required to bear, pay or cause to be paid any amounts in respect of Sales Taxes that would not have been imposed but for (i) a failure by the Vendor to timely remit any Sales Taxes to the relevant Governmental Entity (as defined in the Purchase Agreement) to the extent Authorized User timely pays such Sales Taxes to the Vendor or (ii) the Vendor's failure to timely charge or provide notice of such Sales Taxes payable in the jurisdiction of Vendor to the Authorized User. If Authorized User is required by applicable Law to withhold or deduct any taxes from any payment pursuant to this Agreement, (i) Authorized User shall (a) make any such required withholding or deduction from the amount payable to the Vendor, and (b) timely pay the withheld or deducted amount referred to in clause (a) to the relevant Governmental Entity in accordance with applicable Law; and (ii) such amounts shall be treated as having been paid to Vendor for purposes of this Agreement; provided that each Party shall reasonably cooperate to minimize or eliminate any such withholding or deduction to the extent permitted by applicable Law. Each Party shall provide the other Party such information as reasonably requested from time to time, and reasonably cooperate with the other Party, in connection with the reporting of such Sales Taxes and any assessment, audit, or other proceeding related thereto and to minimize the imposition of Sales Taxes described in this Section 4.3 to the extent permitted by applicable Law.

4.4 **Initial Payment for Services.** Upon submission of a detailed invoice to Authorized User no less than five (5) days prior to the Closing (as defined in the Purchase Agreement), Authorized User shall pay, by the fifteenth (15th) day of the first calendar month after the Effective Date, to Vendor the "Estimated Transition Services Amount", which is Vendor's estimate of the Service Fee (inclusive of (i) the expenses during the first month of the Term, and (ii) the Implementation Support Fee). Within five (5) days after Vendor determines the actual Service Fee, inclusive of the expenses (a) incurred by Vendor prior to the Effective Date in order to provide the Services and (b) during the first month of the Term (the "Actual Transition Services Amount"), Vendor shall invoice Authorized User for the amount that the Actual Transition Services Amount exceeds the Estimated Transition Services Amount, if any, and Authorized User shall provide to Vendor within five (5) days after the invoice date a payment representing the amount by which the Actual Transition Services Amount exceeds the Estimated Transition Services Amount; provided, however, that if the Estimated Transition Services Amount exceeds the Actual Transition Services Amount, then Vendor shall provide to Authorized User a payment representing the amount by which the Estimated Transition Services Amount exceeds the Actual Transition Services Amount within five (5) days after such determination.

4.5 **Late Payments.** If Authorized User fails to make any payment to Vendor when due under this Agreement, interest shall accrue on the amount due from the date such payment is due until it is paid at a per annum rate equal to the prime rate reported by the Wall Street Journal in its "Money Rates" or successor section on the date such payment is due plus five percent (5%)

(or the maximum rate allowed by Law, whichever is less); provided that such interest shall not accrue to any disputed payments withheld by Authorized User in good faith. In addition, if any late payment is not fully paid by Authorized User within thirty (30) days of the applicable due date, Vendor may terminate this Agreement immediately by providing written notice thereof to Authorized User; provided that Vendor shall not have the right to terminate this Agreement for disputes payments withheld by Authorized User in good faith. Authorized User shall reimburse Vendor for any and all costs and expenses (including, without limitation, reasonable attorneys' fees and documented out-of-pocket expenses) incurred by Vendor in enforcing its rights to collect payments when due from Authorized User under this Agreement.

SECTION 5 - USE OF SUPPORTED SOFTWARE APPLICATIONS

5.1 **Rights in Supported Software Applications.** Authorized User shall obtain no rights in the Supported Software Applications other than the non-exclusive usage rights as specifically granted in this Agreement. Authorized User shall receive no title to or proprietary interest in the Supported Software Applications as a result of this Agreement, including, without limitation, any systems, programs, operating instructions or other documentation relating to the Supported Software Applications.

5.2 **Supported Software Applications Use License.** Vendor hereby grants to Authorized User a non-exclusive, worldwide license to access, use, display and execute the Supported Software Applications subject to the terms, conditions and limitations of this Agreement to the extent Vendor has the right to grant such license pursuant to the terms of the underlying license agreement. Such license shall expire contemporaneously with the earlier of the expiration or termination of Vendor's obligations with respect to such Supported Software Application pursuant to this Agreement or the underlying license agreement. No Authorized User shall copy, decompile or otherwise reverse engineer the Supported Software Applications. Upon termination or expiration of this Agreement or the earlier termination by Authorized User of Vendor's provision of the Supported Software Applications, Authorized User's access pursuant to this Agreement to the Supported Software Applications shall be discontinued and Authorized User shall return all related documentation to Vendor and shall certify to Vendor that Authorized User has divested itself of all ability to implement and access the Supported Software Applications. Notwithstanding the foregoing, Authorized User shall be permitted to destroy such related documentation after the termination or expiration of this Agreement only after Authorized User receive the prior written consent of the Vendor, which consent may be withheld in Vendor's sole discretion. Vendor hereby agrees to use commercially reasonable efforts to cooperate with Authorized User's efforts to obtain renewal or replacement licenses, in Authorized User names and at Authorized User sole cost and expense, for any Supported Software Applications requiring license renewal. For the avoidance of doubt, nothing in this Agreement or the provision of Services hereunder shall be deemed an assignment, novation or other transfer of any license agreement to which Vendor is a party that relate to centralized or other supported applications made available by Vendor to other businesses owned or operated by Vendor or its Affiliates. As a result, Authorized User acknowledges that following the end of the Term, to the extent Authorized User desires to continue using such applications, it shall be solely responsible for obtaining its own license or other access to such applications from the appropriate third parties.

5.3 **Updates; Upgrades.** Vendor will perform all mandated, security, error corrections and regulatory updates as part of the Services, including, without limitation, security patches and error corrections, in each case, in the same manner as Vendor provides such updates to similarly-situated businesses owned by Vendor or its Affiliates. In the case of any updates that will result in additional costs and expenses exceeding \$100,000 on an annualized basis, Authorized User will be informed of such upgrades and their associated additional costs, if any, and Authorized User can choose to participate in the upgrade or not by providing Vendor with written notice within fifteen (15) days after Vendor informs Authorized User of such upgrades and their associated costs. If Authorized User chooses to accept the upgrade, Authorized User will pay Vendor any additional costs and expenses associated with the upgrade for the supported software and applications.

5.4 **Third Party Supplier Agreements.** If any Third-Party Supplier agreement affecting a particular Service or Supported Software Application will expire during the Term, Vendor shall use commercially reasonable efforts to renew the term of such agreement at cost to Authorized User; provided, however, that notwithstanding the foregoing, Vendor shall not be required, as part of the Services or otherwise, to: (i) take, or omit to take, any action that would cause Vendor to violate applicable Law, including, without limitation, any Healthcare Law (as defined in the Purchase Agreement), or the terms of any agreement between Vendor and a Third-Party Supplier in respect of any Service or Supported Software Applications; or (ii) provide or make available any Service or Supported Software Applications beyond the date when a Vendor agreement with the applicable Third-Party Supplier has expired (and may not be renewed) or has otherwise terminated.

SECTION 6 - BOOKS AND RECORDS

6.1 **Availability to Secretary and Others.** If required by applicable Law, the Parties agree that until the expiration of four (4) years after the Effective Date, Vendor will make available to the Secretary of the United States Department of Health and Human Services (the “Secretary”) and the United States Comptroller General, and their duly authorized Representatives, this Agreement and all books, documents and records necessary to certify the nature and extent of the costs of the goods and services provided under this Agreement. No attorney-client, accountant-client or other legal privilege shall be deemed to have been waived by the Parties by virtue of this provision.

6.2 **Right to Inspect.** Authorized User shall have the right, at its sole cost and expense, during normal business hours and with reasonable advance written notice, to review and photocopy Vendor’s books and records that pertain directly and exclusively to the accounts of Authorized User, the fees payable to Vendor under this Agreement or the Services provided by Vendor hereunder. Authorized User specifically agrees that all such information shall be “Confidential Information” (as hereinafter defined) and shall be treated as provided in Section 9.

SECTION 7- INDEMNITY; INSURANCE

7.1 **Mutual Indemnity.** Subject to the limitations set forth in Section 8.6, each Party (“Indemnitor”) shall indemnify and hold harmless each other Party and its Affiliates, and its and their respective Representatives, managers, shareholders, members, principals, successors, heirs and assigns (collectively, the “Indemnitees”, and each individually, an “Indemnitee”) against any

and all Liabilities (as defined in the Purchase Agreement) arising out of or related to any third party claim arising from or in connection with this Agreement to the extent that such liability was caused by violation of applicable Law, gross negligence, fraud, or reckless or willful misconduct of the Indemnitor, including, without limitation, any settlement amounts, any damages finally awarded attributable to such claim and any reasonable attorneys' fees incurred by Indemnitor in assisting Indemnitor in defending against such claim; provided, however, that Indemnitor gives Indemnitor: (i) written notice within a reasonable time after Indemnitor is served with legal process in an action asserting such claim, provided, however, that the failure or delay to notify Indemnitor shall not relieve Indemnitor from any Liability that it may have to Indemnitor hereunder so long as the failure or delay shall not have prejudiced the defense of such claim; and (ii) reasonable assistance in defending the claim. If Indemnitor elects not to defend any such claim, Indemnitor shall have the option but not the duty to reasonably settle or defend the claim at its cost, and Indemnitor shall indemnify Indemnitor for such settlement or any damages finally awarded against Indemnitor attributable to such claim, reasonable costs and expenses (including, without limitation, costs of investigation, expert fees, and legal fees and expenses), and interest on such recoverable funds advanced.

7.2 Insurance.

(a) During the Term, the Parties shall cause to be maintained continuously in force and effect policies of insurance covering acts and omissions at or involving the Business (including, without limitation, each Party's obligations under this Agreement) occurring while this Agreement is in effect consistent with the insurance requirements set forth on **Schedule 7.2**. The Parties agree to furnish certificates of insurance and self-insurance and such other evidence of coverage as the other Party may reasonably request, from time to time, to confirm that all such coverages remain in full force and effect. If the coverage is on a "claims made" basis, each Party agrees that prior to the effective date of termination of current insurance coverage, such Party shall either procure a replacement policy thereafter or tail coverage to assure coverage for all acts and omissions occurring during the Term. Coverage shall include a retroactive reporting date coinciding with the Effective Date. Each Party shall notify the other Party, or ensure that the issuer of each such coverage notifies, the other Party not fewer than thirty (30) days in advance of any termination, cancellation, or reduction in limits, or other material adverse change to any such policy; provided, however, that no such cancellation or material modification shall affect such Party's obligation to maintain the insurance coverage required by this Agreement.

(b) All insurance provided for under the foregoing provisions of this Section 7.2 must be effected by policies issued by insurance companies with at least an "A" rating from A.M. Best Company and properly licensed and qualified to do business in the State of [●] or through a self insurance captive. Each Party (and each officer, partner, director, equityholder, manager or employee of Vendor or its Affiliates, to the extent permissible) shall be named as an additional insured on the comprehensive general liability insurance policies described in this Section 7.2 and **Schedule 7.2**. All such policies of insurance shall provide for waiver of subrogation against the other Party.

SECTION 8- WARRANTIES AND LIMITATIONS OF LIABILITY

8.1 **Vendor's Efforts.** Vendor, in the provision of the Services, shall perform and provide such Services in good faith and consistent with the manner services are provided to similarly situated businesses owned by Vendor or its Affiliates.

8.2 **Bankruptcy Protections.** Vendor agrees that it shall not sell, transfer, assign, or otherwise dispose of any assets which would materially impact Vendor's ability to provide the Services to Authorized User in a manner substantially similar to that provided during the Baseline Period unless approved in writing by Authorized User (such approval not to be unreasonably withheld, delayed or conditioned). In the event that Vendor commits a material breach of this Agreement and, to the extent such breach is curable, fails to cure such breach within thirty (30) days after written notice of such breach is provided by Authorized User, Authorized User may immediately terminate the Management Services Agreement (as defined in the Purchase Agreement) upon advanced written notice.

8.3 **Performance.** During the Term, the Vendor shall provide the Services and the Supported Software Applications in a manner that is substantially similar with the manner provided by Vendor to the Business prior to the Effective Date. However, should the Services or Supported Software Applications not perform materially consistent with this paragraph, the Authorized User shall notify Vendor promptly upon becoming aware and Vendor will exercise all commercially reasonable efforts to correct such non-performance at no additional cost to Authorized User. If such efforts are not acceptable to the Authorized User, then Representatives of both Vendor and the Authorized User shall meet and mutually develop a plan acceptable to both Parties to correct such non-performance.

8.4 **Infringement.** If the use of any Supported Software Application is held by a court of competent jurisdiction to infringe or constitute the wrongful use of any third party's proprietary rights and Authorized User's right to use the Supported Software Application is enjoined, or if Vendor in the reasonable exercise of its discretion instructs Authorized User to cease using the Supported Software Application in order to mitigate potential Liabilities arising from a third party's claim that use of the Supported Software Application infringes on its rights, Authorized User shall cease using the Supported Software Application. In such event, Vendor shall use commercially reasonable efforts to enforce any contractual rights Vendor has against the third party licensor of the Supported Software Application to either replace or modify the infringing Supported Software Application with suitable non- infringing software or to procure the right of Authorized User and Vendor to use the Supported Software Application.

8.5 **DISCLAIMER.** EXCEPT AS OTHERWISE EXPRESSLY PROVIDED HEREIN, VENDOR DOES NOT MAKE AND EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND WITH RESPECT TO THE SERVICES AND THE SUPPORTED SOFTWARE APPLICATIONS, WHETHER WRITTEN OR ORAL, EXPRESS, IMPLIED OR STATUTORY, AT LAW OR IN EQUITY, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THE WARRANTIES AND OBLIGATIONS OF VENDOR SET FORTH IN THIS AGREEMENT AND VENDOR'S LIABILITY HEREUNDER IS EXPRESSLY CONDITIONED UPON AUTHORIZED

USER'S COMPLIANCE WITH ALL PROVISIONS OF THIS AGREEMENT. VENDOR DOES NOT MAKE ANY WARRANTIES WITH RESPECT TO ANY EQUIPMENT OR THIRD PARTY SOFTWARE.

8.6 **Limitation of Liability.** No Party shall have any Liability to any other Party for multiplied damages, diminution of value, consequential damages, indirect damages, special damages, incidental damages, punitive damages or exemplary damages (including, without limitation, loss of revenue, income, profits, data or use, diminution of value or loss of business reputation or opportunity) incurred by the other Party or its Affiliates or any third party (even if any such Party has been advised of the possibility of such damages), whether based on contract, tort or any other legal theory, arising out of or related to this Agreement or the transactions contemplated herein unless arising out of such Party's or its Affiliates' violation of applicable Law, gross negligence, fraud, or reckless or willful misconduct (i.e., the willful misconduct of any Party's unaffiliated third party contractors will not be imputed to such Party). Except as otherwise expressly provided in Section 7 or the Business Associate Agreement (as hereinafter defined), any Liability of Vendor under this Agreement and all Schedules (as defined in the Purchase Agreement), Exhibits (as defined in the Purchase Agreement), addenda and attachments hereto shall in no event exceed in the aggregate for all claims, the amount of Fees (set forth in ***Schedules 1.1 and 1.8***) paid or payable hereunder to Vendor by Authorized User under this Agreement. No Party may bring a claim more than eighteen (18) months after the Party knows or should have known the facts giving rise to the claim. The sole and exclusive remedy of Authorized User for any claim against Vendor arising out of or relating to this Agreement and/or the transactions contemplated herein are set forth in Section 7.1, this Section 8, Section 9.6 and the Business Associate Agreement. This Section 8.6 applies to all Liabilities under this Agreement, however caused and under any theory of Liability, including, without limitation, contract or tort (including, without limitation, products liability, strict liability, negligence and misrepresentation), and notwithstanding the failure of essential purpose of any limited remedy stated herein. The Parties agree that this Section 8.6 reflects a reasonable allocation of risk, and neither Party would enter into this Agreement without these limitations on Liability.

8.7 **Authorized User's Mitigation.** Authorized User shall adopt such reasonable measures as it deems necessary or appropriate to limit its exposure with respect to the potential Liabilities and damages set forth in Section 8.6.

SECTION 9- CONFIDENTIALITY

9.1 **Definition.** "Confidential Information" is defined as all data, information and materials, regardless of medium, furnished by one Party to the other Party or accessed by either Party in connection with this Agreement, including without limitation the identity of patients, the content of any medical records, financial and tax information, information regarding Medicare and Medicaid claims submission and reimbursements, the object and source codes for the Supported Software Applications, the documentation, and such other information constituting the Supported Software Applications.

9.2 **Obligation to Observe Confidentiality.** The Party receiving the Confidential Information (the "Receiving Party") from the Party who owns or holds in confidence such Confidential Information (the "Owning Party") may use the Confidential Information solely for

the purpose of performing its obligations or enforcing its rights under this Agreement or, in the case of Authorized User, in connection with Authorized User's operation of the Business.

9.3 **Protection.** The Receiving Party shall not disclose any of the Confidential Information except to those of its Representatives having a need to know for the purpose of performing their obligations or enforcing their rights under this Agreement. Each Party shall take appropriate action, by instruction to or agreement with its Affiliates, Representatives, outsourced providers, and Subcontractors, to maintain the confidentiality of the Confidential Information. The Receiving Party shall promptly notify the Owning Party if the Receiving Party learns of an unauthorized release of Confidential Information.

9.4 **Exceptions.** The Receiving Party shall have no obligation with respect to: (i) Confidential Information made available to the general public without restriction by the Owning Party or by an authorized third party; (ii) Confidential Information known to the Receiving Party independently of disclosures by the Owning Party under this Agreement; (iii) Confidential Information independently developed by the Receiving Party without reference to or use of the Owning Party's Confidential Information; or (iv) Confidential Information that the Receiving Party may be required to disclose pursuant to subpoena or other lawful process; provided, however, that the Receiving Party notifies the Owning Party in a timely manner to allow the Owning Party to appear and protect its interests.

9.5 **Return of Confidential Information.** Upon the termination or expiration of this Agreement, each Party shall (i) immediately cease to use the other Party's Confidential Information, (ii) return or destroy, at the election of the Owning Party, such Confidential Information and all copies thereof within ten (10) days of the termination or expiration, unless otherwise provided in this Agreement, and (iii) upon request, certify in writing to the other Party that it has complied with its obligations set forth in this Section 9, unless otherwise provided in this Agreement. Confidential Information that cannot be destroyed will be maintained in accordance with each Parties' policies and procedures for protecting Confidential Information, which in all instances require that such information be maintained in accordance with applicable Law and the terms and conditions of this Section 9.

9.6 **Availability of Equitable Remedies.** The Parties acknowledge that monetary remedies may be inadequate to protect rights in Confidential Information and that, in addition to legal remedies otherwise available, injunctive relief is an appropriate judicial remedy to protect such rights and in the event of a breach or threatened breach of this Section 9, the non-breaching Party will be entitled to seek and obtain injunctive or other equitable relief, without posting bond or proving damages.

9.7 **Reasonable Assistance.** Each Party agrees to provide reasonable assistance and cooperation upon the reasonable request of the other Party in connection with any dispute or litigation with third parties to protect the requesting Party's Confidential Information; provided, however, that the Party seeking such assistance and cooperation shall reimburse the other Party for its reasonable out-of-pocket expenses, including, without limitation, reasonable attorneys' fees.

9.8 **HIPAA Compliance.** The Parties agree and acknowledge that Authorized User is a "Covered Entity" and that Vendor is a "Business Associate" of Authorized User for purposes

described in this Agreement, as such terms are defined by the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations. In the event of any conflict between the terms of this Agreement and the terms of the Business Associate Agreement set forth on **Schedule 9.8** (the "Business Associate Agreement"), the terms of such Business Associate Agreement shall prevail.

SECTION 10 - INDEPENDENT CONTRACTOR

In the performance of this Agreement, Vendor and each of its outsourced providers is acting as an independent contractor and shall have the exclusive control of the manner and means of performing the work contracted for hereunder. Personnel supplied by Vendor or its outsourced providers hereunder, whether or not located on Authorized User's premises, are not Authorized User's employees or agents and shall not hold themselves out as such, and Vendor or such outsourced provider, as applicable, assumes full responsibility for its acts and for compliance with any applicable employment Laws and payment of all employment taxes with respect to such personnel. Nothing contained in this Agreement shall be construed to create a joint venture or partnership between the Parties.

SECTION 11 - MISCELLANEOUS

11.1 **Force Majeure and Manner of Service.** If any Party's performance is prevented, hindered or delayed by reason of any cause(s) beyond such Party's reasonable control which cannot be overcome by reasonable diligence, including without limitation, war, labor disputes, civil disorders, governmental acts, epidemics, pandemics, quarantines, embargoes, fires, earthquakes, storms, hurricanes, power failures, supply chain failures, failures of equipment, transmission failures, or acts of God (each, a "Force Majeure Event"), such Party shall be excused from performance to the extent that it is prevented, hindered or delayed thereby, during the continuance of such cause(s); and such Party's obligations hereunder shall be excused so long as and to the extent that such cause(s) prevent or delay performance. Vendor further shall not be responsible for delays in connection with the Services that are attributable to a Force Majeure Event.

11.2 **Survival.** Termination or expiration of this Agreement shall not affect the rights and obligations of the Parties hereunder for any of their respective acts or omissions prior to or on the date of such termination or expiration. After the Term, only Sections 2.2(c), 4-9, and 11.2-11.6 shall continue to be in full force and effect.

11.3 **Entirety of Agreement.** This Agreement (including all Schedules, Exhibits, and addenda attached hereto), and the other documents and instruments specifically provided for herein and therein contain the entire understanding between the Parties concerning the subject matter of this Agreement and such other documents and instruments and, except as expressly provided for herein or therein, supersede all prior understandings and agreements, whether oral or written, between them with respect to the subject matter hereof and thereof. There are no representations, warranties, agreements, arrangements or understandings, oral or written, among the Parties hereto relating to the subject matter of this Agreement and such other documents and instruments which are not fully expressed herein or therein.

11.4 **Attorneys' Fees.** If any action is brought by any Party to enforce any provision of this Agreement, the prevailing Party shall be entitled to recover its court costs and reasonable attorneys' fees.

11.5 **Benefit/Assignment.** Subject to provisions herein to the contrary, this Agreement shall inure to the benefit of and be binding upon the Parties hereto and their respective legal Representatives, successors, and assigns. No Party may assign this Agreement without the prior written consent of the other Party, which consent shall not be unreasonably withheld, conditioned or delayed and any attempted assignment without the required consents shall be void; provided, however, either Party, without the prior written consent of the other Party, may assign its rights and delegate its duties hereunder to one or more of its Affiliates or to a successor entity as part of a merger, acquisition, internal reorganization or other change of control (but in such event, the assigning or delegating Party shall be required to remain obligated hereunder in the same manner as if such assignment or delegation had not been effected). Authorized User and their Affiliates shall be jointly and severally liable for all of Authorized User's obligations under this Agreement.

11.6 **Incorporation of Provisions of Purchase Agreement.** Sections 12.2 (Governing Law; Jurisdiction, Consent to Service of Process; Waiver of Jury), 12.3 (Entire Agreement), 12.4 (Amendments and Waivers), 12.5 (Notices), 12.6 (Severability), 12.8 (No Third Party Beneficiaries), 12.11 (Counterparts), and 12.13 (Definitional and Interpretive Matters) of the Purchase Agreement are incorporated herein by reference, *mutatis mutandis*.

[SIGNATURES ON FOLLOWING PAGE; REMAINDER OF PAGE IS BLANK]

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

VENDOR:

[●]

By: _____
Name: _____
Title: _____

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

AUTHORIZED USER:

[●]

By: _____
Name: _____
Title: _____

Schedule 1.1(a)

Scope of Services

Schedule 1.1(b)

Monthly Fees for IT Services

Schedule 1.8

Implementation Support Fee

Conversion Support Fee

Schedule 7.2

Insurance Requirements

Schedule 9.8

Business Associate Agreement

SCHEDULE 9.8

EXHIBIT E

FORM OF EMPLOYEE CONTRACT ASSIGNMENT AND ASSUMPTION AGREEMENT

[Please see attached]

EXHIBIT E

EMPLOYMENT AGREEMENT ASSIGNMENT AND ASSUMPTION

This EMPLOYMENT AGREEMENT ASSIGNMENT AND ASSUMPTION (this “Agreement”) is dated and effective as of [[●], 2024] (the “Effective Date”), by and among [●], a [●], and [●], a [●] (collectively, “Sellers” and each a “Seller”), and Brady Health Buyer, LLC, a Delaware limited liability company (the “Buyer”).¹

RECITALS

WHEREAS, [Sellers and Buyer][[●] and Buyer] are parties to that certain Asset Purchase Agreement, dated as of [●], 2024 (the “Purchase Agreement”). Capitalized terms used but not otherwise defined herein shall have the meaning ascribed to them in the Purchase Agreement;

WHEREAS, upon the Closing, [Buyer] will own the Purchased Assets of the [Sellers];

WHEREAS, the [Sellers] are party to those certain [physician employment agreements and non-physician provider employment agreements], as applicable, listed on Schedule A attached hereto (collectively the “Employment Agreements”); and

WHEREAS, pursuant to Section [2.2(d)] of the Purchase Agreement, at the Effective Time, [Buyer] shall assume each of the Employment Agreements.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the Parties hereby agree as follows:

Section 1. Assignment and Acceptance.

(a) Effective as of the Closing, [Sellers] hereby assign, transfer, delegate and convey over to [Buyer], all of such [Seller’s] rights, benefits and interests under the applicable Employment Agreements in accordance with the terms and conditions thereunder.

(b) [Buyer] hereby accepts such assignment, transfer and conveyance of the Employment Agreements and assumes such obligations under the Employment Agreements that constitute Assumed Liabilities.

Section 2. Miscellaneous.

1. Binding Agreement. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective permitted successors and assigns.

¹ Note to Draft: Transferring entities to be confirmed.

2. Conflict. The respective rights of [Sellers] and [Buyer] with respect to the Employment Agreements sold, conveyed, assigned, transferred and delivered hereby shall be governed exclusively by the Purchase Agreement and nothing in this Agreement shall alter any liability or obligation arising under the Purchase Agreement, which shall (without limiting the generality of the foregoing) govern, and shall contain the sole and exclusive representations, warranties and obligations of the Parties with respect to such Employment Agreements. If there is any conflict or inconsistency between the provisions of the Purchase Agreement and this Agreement, the provisions of the Purchase Agreement shall govern.

3. Sole Remedy. The sole and exclusive remedy of [Sellers and Buyer] with respect to any breach of this Agreement shall be as set forth in the Purchase Agreement.

4. Notices. All notices and other communications under this Agreement shall be in writing and shall be deemed given (i) when delivered personally by hand (with written confirmation of delivery), (ii) on the day sent by e-mail (with confirmation of transmission) if sent during normal business hours of the recipient, and on the next Business Day if sent after normal business hours of the recipient, (iii) one (1) Business Day after deposit with Federal Express or similar nationally reputable overnight courier service, or (iv) on the third (3rd) Business Day after the date mailed by certified or registered mail, return receipt requested, postage prepaid, in each case, at the following addresses (or to such other address as a Party may have specified by notice given to the other Party pursuant to this provision):

If to Sellers, to:

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

With a copy (which will not constitute notice) to:

Weil, Gotshal & Manges LLP
767 Fifth Avenue
New York, New York 10153
Attention: Ray C. Schrock, Candace M. Arthur,
David J. Cohen, Mariel E. Cruz.
E-mail: ray.schrock@weil.com;
candace.arthur@weil.com;
davidj.cohen@weil.com;
mariel.cruz@weil.com

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

If to Buyer, to:

Brady Health Buyer, LLC
c/o Kinderhook Industries, LLC
505 Fifth Avenue, Suite 25
New York, NY 10175
Attention: Christian Michalik and Matthew Bubis
Email: cmichalik@kinderhook.com;
MBubis@kinderhook.com

Kirkland & Ellis LLP
601 Lexington Avenue
New York, NY 10022
Attention: Thomas Marbury; Brian Schartz, P.C.
Email: thomas.marbury@kirkland.com;
brian.schartz@kirkland.com

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

Bass, Berry & Sims, PLC
150 Third Avenue South, Suite 2800
Nashville, TN 37201
Attention: Angela Humphreys
Email: ahumphreys@bassberry.com

5. Severability. If any term or other provision of this Agreement is invalid, illegal, or incapable of being enforced by any Law or public policy, all other terms or provisions of this Agreement shall nevertheless remain in full force and effect. Upon such determination that any term or other provision is invalid, illegal, or incapable of being enforced, the Parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible in an acceptable manner in order that the Transactions are consummated as originally contemplated to the greatest extent possible.

6. Amendments. This Agreement may not be amended or modified except by an instrument in writing signed by each Party.

7. Further Assurances. Each of the Parties shall execute and deliver such documents, and take such other action, as shall be reasonably requested by any other party to carry out the transactions contemplated by this Agreement.

8. Counterparts. This Agreement may be executed in one or more counterparts including by facsimile or other means of electronic transmission, such as by electronic mail in “.pdf” form, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement.

9. Governing Law. This Agreement shall be governed by, construed and enforced in accordance with the Laws of the State of Delaware applicable to Contracts executed in and to be performed entirely within that State without giving effect to any Laws, provisions or rules (whether of the State of Delaware or any other jurisdiction) that would cause the application of the Laws of any jurisdiction other than the State of Delaware and without regard to any borrowing statute that would result in the application of the statutes of limitations or repose of any

other jurisdiction. In furtherance of the foregoing, the Laws of the State of Delaware will control even if under such jurisdiction's choice of law or conflict of law analysis, the substantive or procedural law of some other jurisdiction would ordinarily or necessarily apply. 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 Related Claim which may arise or result from, or be connected with, this Agreement, any breach or default hereunder, or the 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 4 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 Related Claim, and the Parties 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 agree that a final judgment with respect to any such Related 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. EACH PARTY HERETO ACKNOWLEDGES AND AGREES THAT ANY ACTION OR LEGAL PROCEEDING, DIRECTLY OR INDIRECTLY, ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY RELATED CLAIM IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES, AND THEREFORE EACH SUCH PARTY HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT SUCH PARTY MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY SUCH ACTION, LEGAL PROCEEDING OR RELATED CLAIM. EACH PARTY CERTIFIES AND ACKNOWLEDGES THAT: (I) NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF SUCH ACTION OR PROCEEDING, SEEK TO ENFORCE THE FOREGOING WAIVER; (II) IT UNDERSTANDS AND HAS CONSIDERED THE IMPLICATIONS OF THIS WAIVER; (III) IT MAKES THIS WAIVER VOLUNTARILY AND (IV) IT HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 9.

10. No Third-Party Beneficiaries. Nothing in this Agreement express or implied shall confer any rights, remedies or claims of any nature upon any Person other than the Parties and their respective successors or permitted assigns.

11. Entire Agreement. This Agreement, the Purchase Agreement, the Confidentiality Agreement and the other Transaction Documents (as defined in the Purchase Agreement) (and all exhibits and schedules hereto and thereto) collectively constitute and contain the entire agreement and understanding of the Parties with respect to the subject matter hereof and thereof and supersede all prior negotiations, correspondence, understandings, agreements and Contracts, whether written or oral, among the Parties respecting the subject matter hereof and thereof.

[Signature page follows]

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed and delivered as of the date first written above.

SELLERS:

[●]

By: _____
Name: _____
Title: _____

BUYER:

[●]

By: _____
Name: _____
Title: _____

Schedule A

Employment Agreements

EXHIBIT F

FORM OF MANAGEMENT SERVICES AGREEMENT

[Please see attached]

*Agreed Form***EXHIBIT F****MANAGEMENT SERVICES AGREEMENT**

This MANAGEMENT SERVICES AGREEMENT (this “Agreement”) is dated and effective as of [], 2024 (the “Effective Date”), by and between [BUYER], (“Manager”), and Steward Health Care System LLC, (“SHCS”), Steward Medical Group, Inc. (“SMGI”) and the following SMGI affiliates: Heritage Technologies, LLC dba Desert Grove Family Medical, Physician Group of Arkansas, Inc., Physician Group of Louisiana, Inc. Physician Group of Utah, Inc., Steward Emergency Physicians, Inc., Steward Emergency Physicians of Ohio, Inc., Steward Emergency Physicians of Pennsylvania, Inc., Steward Anesthesiology Physicians of Florida, Inc., Steward Emergency Physicians of Arizona, Inc., Steward Radiology Physicians of Arizona, Inc. and Permian Premier Health Services, Inc. (collectively the “SMG Affiliates”). Collectively, SMGI and the SMG Affiliates shall be referred to as “SMG” herein and, together with SHCS, SMG with SHCS shall be referred to as “Steward”. Manager, on the one hand, and Steward, on the other hand, shall each be referred to herein as a “Party” and collectively as the “Parties”. The Parties further agree that as necessary, all rights and responsibilities of Steward described herein, and all obligations of Manager, shall apply with respect to, SHCS, SMG and to each of the SMG Entities, as applicable.

RECITALS

WHEREAS, SMGI and Manager are party to (i) that certain Asset Purchase Agreement dated as of [] [], 2024 (the “Purchase Agreement”), pursuant to which, among other things, Manager is purchasing the Purchased Assets (as defined in the Purchase Agreement) from SMGI, and (ii) that certain Transition Services Agreement dated as of [] [], 2024 (the “Transition Services Agreement”) to assist in the orderly transition of the Business (as defined in the Purchase Agreement);

WHEREAS, SMG desires to retain Manager to provide certain management and administrative services required to operate SMG’s medical practices at the locations listed on Exhibit A, as updated from time to time upon mutual written agreement by the Parties (the “SMG Locations”), and certain Stewardship Practice Locations (as defined below) (the SMG Locations and Stewardship Practice Locations shall collectively be referred to as the “Locations”);

WHEREAS, the Manager is ready, willing, and able to provide such services to SMG; and

WHEREAS, in connection with the transactions contemplated in the Purchase Agreement, the [BUYER PC ENTITY], an affiliate of Manager and SMG have entered into that certain Professional Services Agreement of even date herewith (the “PSA”) and that in addition to Management Services described herein, Manager shall provide the “PSA Services” to the “Clinical Personnel”, as such terms are defined in the PSA. For purposes of this Agreement, the PSA Services shall be those services described on Exhibit B at those certain “Stewardship Practice Locations” set forth on Attachment B-1.

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. General Responsibilities of the Manager. The Manager shall have responsibility for general management and administration of certain operations of SMG Locations and Stewardship Practice Locations, exclusive of the professional medical aspects of the Locations, in accordance with the terms and conditions of this Agreement.

1.1 Administrative and Management Services.

(a) The Manager shall provide, or arrange for the provision of, certain business, management, and administrative services of a non-clinical nature reasonably necessary or appropriate for the operation of SMG Locations and Stewardship Practice Locations, as set forth in and more specifically described in Schedule 1.1(a) and Exhibit B (hereinafter defined collectively as the “Management Services”). The Manager is authorized to perform the Management Services in whatever manner it deems necessary to meet the reasonable requirements of Steward, including, without limitation, performance of business office functions by persons other than employees of the Manager. Manager is authorized to contract with third parties, including one or more of its affiliates, for the provision of services, equipment, and personnel needed to perform its obligations under this Agreement. Any contracts with such affiliates shall be arms’ length agreements.

(b) For purposes of clarity, the Manager shall not assume responsibility for the care of patients and shall not engage in any activity that involves the practice of medicine or other healing arts in the Commonwealth of Massachusetts or any other State or Commonwealth in which the SMG Locations or Stewardship Practice Locations are sited.

(c) Steward shall promptly notify Manager in writing in the event Steward sells, transfers, assigns or otherwise disposes of any asset related to a particular Management Service provided by Manager under this Agreement.

1.2 Performance Standards. All Management Services provided hereunder shall be subject to commercially reasonable performance standards or as otherwise may be agreed to by the Parties from time to time.

1.3 Patient Records Confidentiality; HIPAA Compliance.

Manager agrees that it has implemented and maintains reasonable security measures in accordance with all applicable state and federal laws and regulations governing the confidentiality and disclosure of patient records and personal information, including, but not limited to, the Health Insurance and Portability and Accountability Act of 1996 (“HIPAA”) and its implementing regulations, as amended. Manager further agrees that it shall maintain any patient records and personal information it receives from or on behalf of SMG in accordance with such security measures and all applicable federal and state law. Manager shall use reasonable efforts to preserve the confidentiality and security of patient records and use information contained in such records only to the extent permitted by applicable federal and state law. To ensure that the privacy and security of patient information is protected and to comply with HIPAA, the Parties have entered

into the business associate agreement attached hereto as Exhibit C and incorporated herein by reference.

2. Billing and Collection; Financial Management.

2.1 The Manager shall take all steps reasonably necessary and in consultation with SMG to bill and collect for all professional services rendered by SMG providers (the “Providers”) at the Locations.

2.2 SMG hereby appoints Manager as its agent and its true and lawful attorney-in-fact for the following purposes, and subject to the limitations and variations by Location or Provider type as set forth herein (including on Exhibit A and Exhibit B-1):

(a) to coordinate onboarding, credentialing, and provider enrollment of Providers;

(b) to submit all claims and other documents reasonably necessary or appropriate for billing for such services in the name of SMG and its Providers at each of the Locations under their provider number or numbers, provided that SMG and its Providers shall make all determinations with respect to, and remain ultimately responsible for, coding for patient care;

(c) to manage Provider education for coding and billing for compliance with applicable laws;

(d) to collect, receive payment of, receipt for and give discharges and releases of all claims for such health care and ancillary services;

(e) to manage patient financial services, to make demand with respect to, settle, compromise and adjust such claims and to commence and prosecute in the name of SMG and the Providers and for the benefit of SMG any suit, action or proceeding to collect any such claims; to manage denials and appeals, manage insurance and patient refunds;

(f) to take possession of and endorse in the name of SMG or any of the Providers, any note, check, money order, insurance payment or any other instrument received as payment for such services; and

(g) to establish and maintain relevant tables (e.g., as enrollment tables, NPI tables, fee schedules, etc.) and billing environment with the electronic medical record (“EMR”) vendor;

2.3 The Manager shall manage cash operations related to patient billing and cause all funds billed and collected on behalf of SMG (“SMG Revenue”) to be deposited into a depository account maintained by and in the name of SMG (the “SMG Account”) in a commercial bank designated by SMG. Individuals designated by Manager shall have sole signatory authority over the SMG Account during the Term of this Agreement in order to discharge its responsibilities hereunder.

2.4 SMG hereby authorizes the Manager to initiate legal proceedings in the name of SMG to collect any accounts and monies owed to SMG relating to professional services rendered by SMG, to enforce the right of SMG as a creditor under any contract or in connection with the rendering of any professional services, and to contest adjustments and denials by governmental agencies (or their fiscal intermediaries) as third-party payors.

2.5 Manager shall act as SMG's agent and shall administer SMG's Revenue on SMG's behalf for the Locations.

2.6 The Manager shall pay, from SMG's Revenue, all SMG Expenses, as defined in Section 3.5 hereof, and the Service Fee, as defined in Section 4.1 hereof.

2.7 The Manager shall ensure that all its billing and collection services rendered hereunder comply with all applicable laws and regulations including those pertaining to Medicare, Medicaid and any other third-party payor.

2.8 For a period of six (6) months following the expiration or earlier termination of this Agreement, Manager may, in its reasonable discretion, continue to bill the charges made with respect to all professional medical and ancillary services rendered by SMG during the Term of this Agreement and to collect such charges as well as the charges billed by Manager prior to the expiration or earlier termination of this Agreement; provided, however, that Manager shall have no obligation to bill or collect the charges for any professional medical and ancillary services rendered by SMG after the expiration or earlier termination of this Agreement.

2.9 Notwithstanding the foregoing, the Parties acknowledge and agree that [BUYER PC ENTITY], an affiliate of Manager ("Service Provider") and SMG have entered into the PSA with respect to professional medical services and items to be provided by physicians and other healthcare professionals employed or contracted by Service Provider (the "Service Provider Clinical Personnel") and that Service Provider shall be responsible for billing and collection services for the Service Provider Clinical Personnel, as agent to SMG, pursuant to the PSA. In the event of a conflict between this Agreement and the PSA, the PSA shall control.

2.10 Intellectual Property License. The Manager grants to SMG a limited, non-exclusive, revocable and non-transferable right and license to access and use the following intellectual property assets during the Term solely in connection with the Manager's provision of the Management Services and support for SMG's professional clinical operations (collectively, the "Intellectual Property");

(a) the Manager's computer hardware and servers, network software system, proprietary patient case management and medical record software programs, commercial phone support system technologies and business support technology software, and

(b) related manuals and proprietary documentation developed by or for or used by the Manager in the provision of the Management Services and support for SMG's professional clinical operations.

All proprietary rights, ownership and goodwill in the Intellectual Property will inure and belong to the Manager. Neither the license granted under this Section 2.9 nor the use by SMG and its

agents of the Intellectual Property creates any interest or right, express or implied, in the Intellectual Property with respect to SMG beyond such limited license and right to use. SMG hereby covenants not to assert any claim to any Intellectual Property and will cooperate fully with the Manager in protecting all rights and interests of the Manager and its Affiliates in and to the Intellectual Property. SMG will not use or permit the use of any Intellectual Property in a manner that may contravene applicable law or impair the validity or enforceability of any rights or interests in the Intellectual Property.

2.11 Ancillary Service Lines. If SMG owns or operates any ancillary service lines during the Term, including without limitation a clinical laboratory or any diagnostic service line (collectively, the “Ancillary Service Lines”), then SMG may include the Ancillary Service Lines as part of the SMG Locations for purposes of this Agreement. To the extent permitted by applicable Law, the Manager will provide the Management Services in respect of the Ancillary Service Lines, except as expressly otherwise provided herein. For all ancillary services that are not provided by an Ancillary Service Line, to the extent permitted by applicable Law, the Manager, in consultation with SMG, will provide for SMG, or assist SMG with arranging for, such ancillary services that are reasonably necessary and appropriate for SMG’s professional clinical operations.

3. Responsibilities of SMG.

3.1 Support Personnel. SMG shall maintain those certain non-professional support personnel reasonably required to provide local practice support at the SMG Locations for SMG’s clinical operations (e.g., practice directors, practice managers, medical assistants and front desk staff) (collectively, the “Support Personnel”). The Support Personnel will perform their services at SMG Locations as directed by SMG during normal business hours as coordinated by the Parties on a location-by-location basis.

(a) If Manager has any questions or concerns regarding the qualifications or performance of any Support Personnel, Manager will share such concerns and the basis thereof with SMG and the Parties shall collaborate in attempting to correct the problem to the reasonable satisfaction of all Parties.

3.2 Professional Services. During the Term of this Agreement, SMG shall be solely responsible for all aspects of the professional services delivered by SMG at the Locations.

3.3 Cooperation. SMG shall: (a) cooperate with the Manager to enable the Manager to perform its obligations hereunder; and (b) provide the Manager with access to such data and information as may be reasonably required for the Manager to perform its obligations hereunder in an efficient manner.

3.4 Standards of Care. SMG represents and warrants that it and its Providers shall render services to patients hereunder in a competent and professional manner, in compliance with generally accepted and prevailing standards of care, and the quality assurance standards of the third-party payors with which SMG or the Manager, on behalf of SMG, contracts hereunder, and in material compliance with applicable statutes, regulations, rules, policies and directives of federal, state and local governmental, regulatory and accrediting agencies with competent jurisdiction.

3.5 SMG Expenses. SMG shall be responsible for all expenses relating to the Locations (“SMG Expenses”). SMG Expenses shall include, but are not limited to, the following:

(a) Salaries, wages, benefits (including, but not limited to, health, life, malpractice and disability insurance coverage and all contributions under employee benefit plans), vacation and sick pay, employment and payroll taxes, and the cost of payroll administration and administration of benefits, for Providers and Support Personnel employed or engaged by SMG;

(b) Payments for professional services rendered by Providers to patients of SMG as employees or on an independent contractor basis;

(c) Expenses of all insurances maintained by SMG;

(d) State and local business license taxes, professional licensure and board certification fees, sales and use taxes, income, franchise and excise taxes and other similar taxes, fees and other professional or personal charges assessed against SMG or the Providers relating to the Locations; and

(e) Any federal income taxes.

The Manager shall directly pay such SMG Expenses to SMG unless otherwise directed by SMG to pay such SMG Expenses on its behalf, from SMG’s Revenue in accordance with Section 2.6.

4. Financial Terms.

4.1 Steward will pay the Manager the fees set forth in Exhibit D (the “Service Fees”) in consideration of the Management Services rendered by the Manager. The timing and process for payment of the Service Fees shall be as set forth in Exhibit D.

4.2 Steward shall pay Three Million Six Hundred Sixty-Six Thousand Six Hundred Sixty-Seven U.S. Dollars (\$3,666,667) on the first day of each calendar month for the Term (the “Service Fee Floor”) for the Management Services to be provided for the following month. The remaining Service Fees (less the Service Fee Floor) shall be paid at the end of each month during the Term of this Agreement. The Service Fee shall be adjusted each year upon mutual agreement of the Parties and the Parties agree to make appropriate adjustments as they may mutually agree to ensure that the Service Fee on a go-forward basis comports with the fair market value of the increased or decreased demand for Management Services based on material changes to the size and scope of the Locations. Manager shall have the right to set off any amounts owed to Vendor under the Transition Services Agreement with any amounts owed to Manager under this Agreement which are not paid by Steward when due.

4.3 Expense Reimbursement In addition to the Service Fees, Steward will reimburse the Manager for all operating expenses incurred by the Manager for or on behalf of Steward in connection with the provision of the Management Services; *provided that* such expenses are commercially reasonable in furtherance of Steward’s operations or the provision of the Management Services, including costs and expenses relating to the acquisition, lease, provision, maintenance and replacement of clinical office locations, clinical equipment, consumables and disposables, professional liability insurance, multiple employer benefit plans, professional dues

and license fees, continuing education and similar costs and expenses for SMG Providers. Remittances to SMG of monies collected will be made net of amounts for which the Manager is then due to reimbursement from SMG pursuant to this Agreement, subject to the priority of payments as described in Section 4.4, below.

4.4 The Manager will administer and disburse funds from the SMG Account in the following order of priority:

- (a) first, to the payment of the SMG's Expenses,
- (b) second, to the payment of the Service Fees, and
- (c) third, to the payment of all cumulative direct or indirect expenses incurred by Manager in providing the Management Services, and in carrying out its duties hereunder on behalf of SMG.

Any funds remaining in the SMG Account after satisfaction of the above obligations will remain in the SMG Account as property of SMG.

4.5 Failure to Pay. Steward's failure (or the failure of any of Steward's designees) to pay any portion of the Service Fees or reimbursable expenses when due will be a material breach of this Agreement.

4.6 Reasonableness; No Referral of Patients or Splitting of Fees. The Service Fees have been determined by the Parties to equal the fair market value of the items and services provided hereunder. No amount paid hereunder is intended to be, nor shall it be construed to be, an inducement or payment for referral of, or recommending referral of, patients by any Party or its affiliates to the other Party or its affiliates. In addition, the Service Fees charged hereunder does not include any discount, rebate, kickback, or other reduction in charge, and the Service Fees charged hereunder are not intended to be, nor shall it be construed to be, an inducement or payment for referral, or recommendation of referral, of patients by any Party or its affiliates to the other Party or its affiliates and no such payment is or will be construed as splitting or sharing of SMG's or any Provider's professional fees, or any kind of commission, rebate or other remuneration for the referral of patients, nor any division of profits or partnership.

5. Regulatory Matters.

5.1 SMG's Providers shall at all times be free, in their sole discretion, to exercise their professional judgment on behalf of patients of SMG. No provision of this Agreement is intended, nor shall it be construed, to permit the Manager to affect or influence the professional judgment of any member of the Providers. To the extent that any act or service required or permitted of the Manager by any provision of this Agreement may be construed or deemed to constitute the practice of medicine or any other healing art, the ownership or control of a medical practice, or the

operation of a clinic, said provision of this Agreement shall be void ab initio and the performance of said act or service by the Manager shall be deemed waived by SMG.

5.2 The Parties agree to cooperate with one another in the fulfillment of their respective obligations under this Agreement, and to comply with the requirements of all applicable laws ordinances, statutes, regulations, directives, orders, or other lawful enactments or pronouncements of any federal, state, municipal, local or other lawful authority and all third party payor requirements, including, without limitation, all laws applicable to the Medicare and Medicaid programs. Manager further agrees to comply with all applicable federal and state laws, regulations and guidance in the performance of its duties to provide Management Services under this Agreement.

5.3 Steward represents and warrants that neither it nor any of its officers, owners, members, Providers, employees, contractors, or agents (as may be applicable): (i) are currently are currently precluded, excluded, debarred, or otherwise ineligible to participate in the federal health care program as defined in 42 U.S.C. § 1320a-7b(f) (the “Federal Healthcare Programs”), any General Services Administration program, or any state healthcare programs; (ii) have been convicted of a criminal offense related to the provision of healthcare items or services; or (iii) are under investigation or otherwise aware of any circumstances which may result in any of the foregoing individuals or entities being excluded from participation in the Federal Healthcare Programs, General Services Administration agreement, or any state health care programs. This representation and warranty shall be an ongoing representation and warranty during the Term of this Agreement, and Steward shall immediately notify Manager of any change in the status of the representations and warranties set forth in this section and of any action which Steward becomes aware of that could reasonably be foreseen to lead to such an event.

6. Insurance.

6.1 General Comprehensive Liability Insurance. During the Term of this Agreement, the Manager shall obtain and maintain, at the Manager’s expense, a comprehensive general liability insurance policy and such other insurances as may be required, in such amounts, with such coverages and with such companies as the Manager may reasonably determine to be necessary and appropriate.

6.2 Malpractice Insurance. During the Term of this Agreement, the Manager shall arrange for SMG to obtain and maintain, at SMG’s expense, professional liability insurance.

7. Indemnification.

7.1 Steward shall indemnify and hold the Manager and its affiliates and their respective officers, members, managers, employees, successors, and assigns (“Manager Indemnified Parties”) harmless from any and all liabilities, causes of action, damages, losses, penalties, judgments, demands, costs, expenses (including, but not limited to reasonable attorneys’ fees and related costs) and claims of any kind or nature whatsoever (“Losses”) asserted against the any of the Manager Indemnified Parties , in any way caused by or arising out of (i) SMG’s provision of professional services, or (ii) any breach by the Steward or SMG or their agents, employees, or

servants of any representation, warranty, covenant or condition of this Agreement. This indemnity shall not apply to claims covered by insurance, to the extent of such insurance coverage.

7.2 Manager shall indemnify and hold Steward and its officers, owners, members, managers, employees, successors and assigns (“Steward Indemnified Parties”) harmless from any and all Losses that may be sustained or suffered by any of the Steward Indemnified Parties in any way caused by or arising from (i) the performance of, or failure to perform, of the Manager or any subcontractor of Manager’s duties under this Agreement, or (ii) any breach by Manager of any of its representations, warranties, covenants, obligations or duties under this Agreement or any other agreement entered into hereunder. The Parties expressly acknowledge and agree that Manager shall have no liability or indemnification obligations with respect to any Losses relating to the employee health plan of SHCS or its administration, including resulting from any act or omission occurring, or any audit commencing, prior to the Effective Date or at any time during the Term and, for the avoidance of doubt, any such Losses shall be subject to Steward’s indemnification obligations set forth in Section 7.1. The obligations herein shall survive termination of this Agreement. This indemnity shall not apply to claims covered by insurance, to the extent of such insurance coverage.

8. Cooperation and Settlement. Steward and the Manager will coordinate the defense and settlement of actions in which they are named.

9. Term and Termination.

9.1 The term of this Agreement shall be for one (1) year commencing on the Effective Date, unless sooner terminated as set forth herein (the “Term”).

9.2 Either Party may terminate this Agreement upon thirty (30) days’ prior written notice to the other Party in the event of a material breach by the other Party of any material term or condition hereof, if such breach is not cured to the reasonable satisfaction of the non-breaching Party within such thirty (30) day notice period.

9.3 Manager may terminate this Agreement upon thirty (30) days’ prior written notice (i) in the event of a material breach of the Transition Services Agreement by any Vendor (as defined in the Transition Services Agreement), if such breach is not cured to the reasonable satisfaction of Manager within such thirty (30) day notice period, (ii) in the event that any lease received by Manager in connection with the Purchase Agreement or the Transition Services Agreement is rejected, or (iii) in the event that Steward files for or converts its existing bankruptcy proceeding to a Chapter 7 bankruptcy proceeding. Notwithstanding the foregoing, in the event Steward sells, transfers, assigns or otherwise disposes of any asset related to a particular Management Service provided by Manager under this Agreement, Manager may immediately cease to provide such Service upon written notice.

9.4 Upon termination or expiration of this Agreement in its entirety by either Party, Steward shall pay the Manager any amounts owed to the Manager under Section 4 hereof as of the date of termination or expiration.

9.5 Until the end of the sixth full calendar month after the expiration or termination of this Agreement, the Parties will, to the extent applicable pursuant to Section 2.8 of this Agreement,

use commercially reasonable efforts to cooperate in good faith to ensure the appropriate billing and collections for goods and services rendered by SMG and the Providers before the expiration or termination of this Agreement, with all such billings and collections and the use of proceeds therefrom to be processed and maintained by the Manager in accordance with the terms of this Agreement.

9.6 Manager may terminate Exhibit B in whole, or in part with respect to specified Stewardship Practice Locations, upon thirty (30) days prior written notice to the Practice. Notwithstanding anything herein to the contrary, Exhibit B shall automatically terminate upon the expiration or termination of the PSA.

10. Confidentiality. For purposes of this Agreement, “Confidential Information” is information obtained by a Party from or regarding the other Party and includes, without limitation: (a) lists containing the names of past, present and prospective clients, patients, or suppliers; (b) the past, present and prospective methods, procedures and techniques utilized in identifying prospective clients or patients and in soliciting the business thereof; (c) the past, present and prospective methods, procedures and techniques used in the operation of the Party’s business, including, without limitation, the methods, procedures and techniques utilized in marketing, provision of services and pricing; (d) compilations of information, records and processes which are owned by a Party and/or which are used in the operation of the Party’s business; (e) statistical, personal, and client information, and any private information concerning a Party; (f) historical and financial information, business strategies, operating data, organizational and cost structures, product descriptions, pricing information, technology, know-how, processes, software, databases, trade secrets, contracts; and (g) any information directly or indirectly obtained pursuant to this Agreement (including the terms and conditions of this Agreement). Notwithstanding the foregoing, “Confidential Information” shall not include information (i) which is or becomes part of the public knowledge or literature, not as a result of any breach of the provisions of this Agreement or (ii) which is lawfully disclosed, without any restriction on additional disclosure, to the receiving Person by a third party who is free lawfully to disclose the same. Neither Party shall disclose this Agreement or the terms thereof to a third party, except as provided herein or as otherwise required by law or regulation, without the prior written consent of the other Party. The Parties will keep confidential and not disclose to any third-party or use for its own benefit or the benefit of any third-party the terms of this Agreement and all Confidential Information; *provided that* a requesting party may disclose the terms of this Agreement and Confidential Information (i) to attorneys, accountants and other advisors who are advising them with respect to this Agreement, but only for legitimate business purposes related to the negotiation and performance of this Agreement and with a covenant from those third-parties to keep such information confidential in accordance with this Section 10 and (ii) to the extent that disclosure is required by applicable Law or Order; *provided that* as soon as reasonably practicable before such disclosure, the requesting Party obtains prior written consent from the other Party to enable such other Party to seek a protective order or otherwise preserve the confidentiality of such information.

(a) Promptly after the expiration or termination of this Agreement, the Parties will either return or destroy, delete or erase (with written certification of such destruction, deletion or erasure provided to the other Party) all written, electronic or other tangible forms of Confidential Information. After the expiration or termination of this Agreement, the Parties will not, and will cause their Affiliates, directors, limited liability company managers, partners, officers,

equityholders, employees, agents, successors and permitted assigns not to, retain any copies, summaries, analyses, compilations, reports, extracts or other materials containing or derived from any Confidential Information, except to the extent required by applicable Law. Such return, destruction, deletion or erasure notwithstanding, all oral Confidential Information and the information embodied in all written Confidential Information will continue to be held confidential pursuant to the terms of this Section 10.

11. Non-Disparagement. After the Effective Date of this Agreement, neither Party will, directly or indirectly, make any disparaging, derogatory, negative or knowingly false statement about the other Party or its directors, managers, partners, officers, equityholders, employees, agents, successors and permitted assigns, or any of its businesses, operations, financial conditions or prospects, except as required by applicable Law or Order or in the course of filing a charge with a government agency or participating in its investigation.

12. Status of Parties. In the performance of the work, duties and obligations under this Agreement, it is mutually understood and agreed that each Party is at all times acting and performing as an independent contractor with respect to the other and that no relationship of partnership, joint venture or employment is created by this Agreement.

13. Force Majeure. Neither Party shall be deemed to be in default of this Agreement if prevented from or delayed in performing any obligation hereunder for any reason beyond its control, including but not limited to, disasters, states of emergency, pandemics or epidemics, war, terrorism, civil commotion, fire, flood or casualty, labor difficulties, shortages of or inability to obtain labor, materials or equipment, governmental regulations or restrictions, or unusually severe weather. In any such case, the Parties agree to negotiate in good faith with the goal of preserving this Agreement and the respective rights and obligations of the Parties hereunder, to the extent reasonably practicable. It is agreed that financial inability shall not be a matter beyond a Party's reasonable control.

14. Entire Agreement. This Agreement, together with all schedules, exhibits, annexes or other attachments hereto or thereto, and the certificates, documents, instruments and writings that are delivered pursuant hereto or thereto, constitutes the entire agreement and understanding of the Parties in respect of the subject matter hereof and supersedes all prior understandings, agreements or representations by or among the Parties, written or oral, to the extent they relate in any way to the subject matter hereof.

15. Assignment; Binding Effect. Manager may assign this Agreement or any of its rights, interests or obligations hereunder to an owned or controlled Affiliate without the prior written approval of the SMG. SMG may not assign this Agreement or any of its rights, interests or obligations hereunder except with prior written approve of the Manager. All of the terms, agreements, covenants, representations, warranties and conditions of this Agreement are binding upon, inure to the benefit of and are enforceable by, the Parties and their respective successors and permitted assigns.

16. Notices. All notices, requests and other communications provided for or permitted to be given under this Agreement must be in writing and must be given by personal delivery, by certified or registered United States mail (postage prepaid, return receipt requested), by a nationally

recognized overnight delivery service for next day delivery, to the intended recipient at the following address (or to such other address as any Party may give in a notice given in accordance with the provisions hereof):

if to Steward, to:

Steward Health Care System
1900 N Pearl St., Suite 2400
Dallas, TX, 75201
Attn: Nathalie Hibble

if to Manager, to:

[]
c/o Kinderhook Industries, LLC
505 Fifth Avenue, Suite 25
New York, NY 10175
Attention: Chrstian Michalik and Matthew Bubis
Email: cmichalik@kinderhook.com; MBubis@kinderhook.com

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

Kirkland & Ellis LLP
601 Lexington Avenue
New York, NY 10022
Attn: Thomas Marbury; Brian Schartz, P.C.
Email: thomas.marbury@kirkland.com; brian.schartz@kirkland.com

Bass, Berry & Sims, PLC
150 Third Avenue South, Suite 2800
Nashville, TN 37201
Attn: Angela Humphreys
Email: ahumphreys@bassberry.com

17. Headings. The article and section headings contained in this Agreement are inserted for convenience only and will not affect in any way the meaning or interpretation of this Agreement.

18. Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of Delaware, without giving effect to any choice of law principles.

19. Amendment; Extensions; Waivers. No amendment, modification, waiver, replacement, termination or cancellation of any provision of this Agreement will be valid, unless the same is in writing and signed by each Party. Each waiver of a right hereunder does not extend beyond the specific event or circumstance giving rise to the right. No waiver by any Party of any default, misrepresentation or breach of warranty or covenant hereunder, whether intentional or not, may

be deemed to extend to any prior or subsequent default, misrepresentation or breach of warranty or covenant hereunder or affect in any way any rights arising because of any prior or subsequent such occurrence. Neither the failure nor any delay on the part of any Party to exercise any right or remedy under this Agreement will operate as a waiver thereof, nor does any single or partial exercise of any right or remedy preclude any other or further exercise of the same or of any other right or remedy.

20. Severability. The provisions of this Agreement will be deemed severable and the invalidity or unenforceability of any provision will not affect the validity or enforceability of the other provisions hereof; *provided, however*, that if any provision of this Agreement, as applied to any Party or to any circumstance, is judicially determined not to be enforceable in accordance with its terms, the Parties agree that the court judicially making such determination may modify the provision in a manner consistent with its objectives such that it is enforceable, and/or to delete specific words or phrases, and in its modified form, such provision will then be enforceable and will be enforced.

21. Expenses. Except as otherwise expressly provided in this Agreement, each Party will bear its own costs and expenses incurred in connection with the preparation, execution and performance of this Agreement, including all fees and expenses of agents, representatives, financial advisors, legal counsel and accountants.

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

23. Access of the Government to Records. To the extent that the provisions of Section 1861(v)(1)(I) of the Social Security Act are applicable to this Agreement, the Parties agree to make available, upon the written request of the Secretary of the Department of Health and Human Services or upon the request of the Comptroller General, or any of their duly authorized representatives, this Agreement, and other books, records and documents that are necessary to certify the nature and extent of costs incurred by them for services furnished under this Agreement. The obligations hereunder shall extend for four (4) years after furnishing of such services. The Parties shall notify each other of any such request for records.

24. Survival. The covenants contained in Sections 1.3, 2.8, 2.10, 4.1, 4.2, 4.3, 6.2, 7, 9.4, 10, 11, 15, 16, 23, and 244 shall survive any termination or expiration of this Agreement, as applicable.

[Signature Pages Follow]

IN WITNESS WHEREOF, and intending to be legally bound, the Parties hereto affix their signatures below and execute this Agreement under seal on the Effective Date.

SHCS

Steward Health Care System, LLC

By: _____
Name:
Title:

SMGI:

Steward Medical Group, Inc.

By: _____
Name:
Title:

SMG AFFILIATES:

**Heritage Technologies, LLC dba Desert
Grove Family Medical**

By: _____
Name:
Title:

Physician Group of Arkansas, Inc.

By: _____
Name:
Title:

Physician Group of Louisiana, Inc.

By: _____
Name:
Title:

Physician Group of Utah, Inc.

By: _____
Name:
Title:

Steward Emergency Physicians, Inc.

By: _____
Name:
Title:

**Steward Emergency Physicians of Ohio,
Inc.**

By: _____
Name:
Title:

**Steward Emergency Physicians of
Pennsylvania, Inc.**

By: _____
Name:
Title:

Steward Anesthesiology of Florida, Inc.

By: _____
Name:
Title:

**Steward Emergency Physicians of
Arizona, Inc.**

By: _____

Name:
Title:

**Steward Radiology Physicians of Arizona,
Inc.**

By: _____
Name:
Title:

Permian Premier Health Services, Inc.

By: _____
Name:
Title:

MANAGER:

[]

By: _____
Name:
Title:

Schedule 1.1(a)

EXHIBIT A

SMG PRACTICE LOCATIONS

EXHIBIT B

OTHER MANAGEMENT SERVICES

Attachment B-1

STEWARDSHIP PRACTICE LOCATIONS¹

¹ SMG specialty practices to be listed on Exhibit A.

EXHIBIT C
BUSINESS ASSOCIATE AGREEMENT

EXHIBIT D
SERVICE FEES

EXHIBIT G

MEDICAL RECORDS ACCESS AGREEMENT

[Please see attached]

*Agreed Form***MEDICAL RECORDS ACCESS AGREEMENT**

THIS MEDICAL RECORDS ACCESS AGREEMENT (this “Agreement”) is made and entered into as of [REDACTED] (the “Execution Date”) and effective as of [REDACTED] (the “Effective Date”) by and between Stewardship Health Medical Group, Inc., a non-profit corporation organized under the laws of the Commonwealth of Massachusetts (“SHMG”), Steward Medical Group, Inc. (“SMGI”) and the following SMGI affiliates: Heritage Technologies, LLC dba Desert Grove Family Medical, Physician Group of Arkansas, Inc., Physician Group of Louisiana, Inc., Physician Group of Utah, Inc., Steward Emergency Physicians, Inc., Steward Emergency Physicians of Ohio, Inc., Steward Emergency Physicians of Pennsylvania, Inc., Steward Anesthesiology Physicians of Florida, Inc., Steward Emergency Physicians of Arizona, Inc., Steward Radiology Physicians of Arizona, Inc. and Permian Premier Health Services, Inc. (collectively the “SMG Affiliates”). (Collectively, SMGI and the SMG Affiliates shall be referred to as “SMG” and [REDACTED], a [professional corporation] organized under the laws of the [State] (the “Group”). (SHMG and SMG may collectively be referred to herein as “Steward” and Steward and Group may be referred to herein individually as a “Party” and collectively as the “Parties”).

RECITALS

WHEREAS, SMG and the Group operate physician practices;

WHEREAS, on the Effective Date, pursuant to that certain Asset Purchase Agreement dated [REDACTED] (the “APA”), the Group purchased certain assets of SMG and SHMG pertaining to the provision of primary care, and, on or around the Effective Date, Group hired certain SHMG primary care clinicians and paneled specialty physicians (collectively, the “Primary Care Clinicians”);

WHEREAS, following the Effective Date, SMG continues to own certain assets pertaining to the provision of non-paneled specialty care, continues to operate a specialty care medical practice, and continues to employ certain specialty care clinicians;

WHEREAS, pursuant to the APA, Group acquired certain medical records of patients who received services from the Primary Care Clinicians prior to the Effective Date (the “Acquired Medical Records”);

WHEREAS, certain of the patients represented in the Acquired Medical Records were prior to the Effective Date, continue to be as of the Effective Date, and/or may become following the Effective Date patients of SMG specialty care clinicians (collectively, “Specialty Care Patient”);

WHEREAS, Group desires to provide Steward, and Steward desires to obtain from Group, access to and use of Group’s electronic medical records system containing the Medical Records (the “EHR System”), to the extent necessary for (i) SMG’s treatment, payment, or health care operations purposes relative to Specialty Care Patients and (ii) SMG and/or SHMG to respond to requests from governmental authorities, defend or prosecute litigation relating to the Specialty Care Patients (excluding any litigation to which Group is a party), and (iii) other permitted purposes permitted or required by the Health Insurance Portability and Accountability Act of 1996

and its implementing regulations set forth at 45 C.F.R. Parts 160-164 (“HIPAA”) and other applicable state or federal medical records laws (collectively, the “Permitted Purposes”).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. Continued Access to EHR System. Commencing on the Effective Date hereof and continuing until **[Insert Date]** (subject to extension by mutual agreement of the Parties) (the “EHR Access Period”), Group grants Designated Users the right to access on a read only/download basis, use, and disclose the Medical Records in the EHR System for the Permitted Purposes in accordance with this Agreement, Group’s policies and procedures, and applicable law. In the event continued electronic access to the EHR System is no longer feasible or desired by the Parties, then Group shall reasonably cooperate with Steward to continue to provide, as requested by Steward, timely access to the Medical Records maintained therein through an alternate method or means (e.g., such as through the provision of paper copies of the Medical Records). Steward agrees that Designated Users shall only access, use, and disclose the Medical Records for Permitted Purposes, and shall only request or access the minimum Protected Health Information (“PHI”) necessary for the purpose of the request or access, except as provided in 45 C.F.R. § 164.502(b)(2).

2. Costs of Access and Copies. To the extent Group is requested to copy Medical Records for Steward, then Steward shall pay for copies of such Medical Records at Group’s reasonable, out of pocket costs. Group shall invoice Steward, no more frequently than monthly, for copy charges and related costs, and Steward shall pay the invoice within thirty (30) days of receipt. Steward is responsible for acquiring and maintaining any computer hardware, software or services necessary to access the EHR System except as otherwise agreed to in writing by the Parties.

3. Designated Users. Steward shall designate those agents, employees, or staff members who have a need to access the Medical Records as part of their job functions (collectively the “Designated Users”) and shall use commercially reasonable efforts to limit the number of Designated Users who have authority to access Medical Records. Steward shall not permit contractors, other than those who are part of Steward’s Workforce (as defined in 45 C.F.R. §160.103), to be Designated Users without prior written consent of Group. As a condition of access to the EHR System, Steward shall sign, and shall cause each Designated User to sign, any software license agreements required by the software vendor, if applicable. Steward will promptly notify Group and identify any Designated User that (i) is no longer providing services at Steward during the term of this Agreement (because of termination or otherwise), (ii) no longer requires access to the EHR System to perform their job function during the term of this Agreement, or (iii) otherwise ceases to meet the definition of an Designated User during the term of this Agreement. Each Designated User must have received appropriate training in HIPAA by Steward prior to receiving credentials to use the EHR System.

4. Steward’s Responsibilities.

- a) The Parties understand and agree that the EHR System contains confidential information. Steward shall hold, and shall cause all Designated Users to hold, in confidence and not use or disclose to any person or entity any EHR

System information, except as allowed or required under the terms and conditions of this Agreement.

- b) Steward warrants and represents that it will not allow any EHR System information, including, but not limited to, PHI, to be received, processed, transferred, handled, stored or accessed by any individual, work site or entity located outside the United States and its territories during the term of this Agreement.
- c) Steward will notify Group within twenty-four (24) hours of becoming aware of any actual or suspected inappropriate or unauthorized access to the EHR System or PHI, as well as any other incident that could or does threaten the security or integrity of the EHR System. Group shall have the right to conduct its own investigation into any such incident and Steward agrees to reasonably cooperate with such investigation.

5. Group's Responsibilities.

a) Cooperation. Group agrees to cooperate with Steward in the provision of reasonable access to or copies of Medical Records, in accordance with this Agreement, so as to ensure that Steward can meet its clinical, business and legal obligations.

b) Maintenance of EHR System. Group shall use commercially reasonable efforts to maintain the EHR System during the Term to ensure availability and connectivity for the purpose of allowing Designated Users the access described herein. Without limiting the foregoing, Group shall notify Steward in writing as soon as practicable of any maintenance (whether scheduled or otherwise) or other activities or circumstances which would reasonably be expected to adversely affect Steward's connection and access to the EHR System. Notwithstanding the foregoing, Group will not be prohibited from transferring the EHR to a new or alternative electronic or other medical records or storage system(s), provided that Group shall use commercially reasonable efforts to provide for Steward's access rights consistent with this Agreement to such system(s), and that Group provides Steward with written notice as soon as reasonably practicable in advance of such transfer.

c) Retention. As of the Effective Date, the Medical Records are and shall remain the property of the Group. The Group shall continue to be required to retain and store the EHR in accordance with applicable state and federal laws at Group's sole cost and expense. Notwithstanding the foregoing, before destroying any Medical Records (except upon expiration of any medical record retention period required by applicable law), Group shall provide Steward with reasonable prior written notice and an opportunity to make copies thereof.

d) Release of Electronic Patient Records. Group shall be responsible for providing access and/or copies of Medical Records (pertaining to services provided prior to the Effective Date) upon request and as required under applicable state and federal laws.

e) Group may, in its sole discretion, monitor EHR System access by Designated Users to ensure adherence with the terms of this Agreement and applicable Group policies. Steward agrees to provide Group with any documentation or information reasonably requested by Group

to assess Steward's and Designated Users' compliance with this Agreement.

6. Mutual Rights and Responsibilities.

a) Compliance. Except as otherwise specifically provided herein, each Party shall be responsible, respectively, for its compliance with applicable legal requirements relating to the Medical Records and for compliance by its employees, representatives, and agents.

b) Anti-Malware Measures. Each Party shall use commercially reasonable efforts, consistent with industry standards, to protect its information systems and technologies that are used in connection with this Agreement from infection from computer viruses or other surreptitious or malicious codes. Without limiting the foregoing, in the event any Party's information systems or technologies become infected by a virus or surreptitious or malicious code, it shall notify the other Parties in writing without reasonable delay after the discovery thereof and shall reasonably cooperate with the other Parties to mitigate the adverse effects thereof to the other Parties' systems and technologies, if applicable.

7. Termination.

(a) Termination for Breach. Either Party may terminate this Agreement for cause in the event of a breach of any term or condition and failure of the defaulting Party to cure such breach within five (5) business days of receipt of written notice of such breach from the non-defaulting Party. Group has the right to terminate access to the EHR System to any Designated User at any time, with or without notice, if Group believes in good faith that such Designated User has violated this Agreement, including but not limited to inappropriately accessing the EHR System or using or disclosing any PHI in violation of Group's policies or applicable law.

(b) Termination by Mutual Agreement. The Parties may terminate this Agreement upon the mutual written agreement of the Parties.

8. Miscellaneous.

(a) Governing Law. This Agreement shall be governed and interpreted in accordance with, and the rights of the Parties shall be determined by, the laws of the state of Delaware, without regard to its conflict of laws principles.

(b) Counterparts. This Agreement may be executed in more than one counterpart, and each executed counterpart shall be considered as the original.

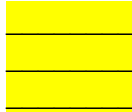
(c) Successors. This Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective heirs, executors, administrators and permitted assigns.

(d) Assignment. This Agreement, and the rights or obligations contained herein, shall not be assigned without the prior consent of the other Party, which consent may not be unreasonably withheld, conditioned or delayed.

(e) Notices. All notices, demands, requests and other communications hereunder shall be in writing, shall be addressed to the receiving Party's address set forth below or to such other

address as a Party may designate by notice hereunder, and shall be (i) delivered by hand, (ii) made by facsimile transmission, (iii) sent by an overnight courier service providing traceable delivery or (iv) sent by certified or registered mail, return receipt requested, postage prepaid. The notice shall be deemed to be received as follows: in the case of actual delivery, on the date of its receipt by the Party entitled to it; in the case of facsimile transmission, on the next business day; in the case of overnight courier service, on the next business day following mailing; and in the case of certified or registered mail, three days after the date of its mailing.

As to Group:



As to Steward:

Stewardship Health Medical Group, Inc. and
Steward Medical Group Inc.
1900 N Pearl St., Suite 2400
Dallas, TX, 75201
Attn: Nathalie Hibble

(f) Amendment. Unless otherwise specifically provided in this Agreement, this Agreement may not be amended, modified, or assigned, in whole or in part, without the mutual written consent of the Parties or their duly authorized representatives.

(g) Severability. Should any provision of this Agreement or application thereof be held invalid or unenforceable, the remainder of this Agreement shall not be affected and shall continue to be valid and enforceable to the fullest extent permitted by law unless to do so would defeat the purpose of this Agreement.

(h) Waiver. The failure by a Party at any time to require performance of any provision of this Agreement shall not constitute a waiver of such provision and shall not affect the right of such Party to require performance at a later time.

(i) Integration. This Agreement constitutes the entire agreement and understanding between the Parties with respect to the subject matter contained herein and supersedes and voids any previous agreements or understandings between the Parties as to the subject matter of this Agreement.

(j) NO WARRANTY. GROUP DOES NOT WARRANT, AND SPECIFICALLY DISCLAIMS ANY REPRESENTATION, THAT THE EHR SYSTEM, THE MEDICAL RECORDS, OR ANY COMPONENT OF ANY OF THE FOREGOING, WILL MEET STEWARD'S REQUIREMENTS OR THAT STEWARD'S USE OF THE EHR SYSTEM WILL BE UNINTERRUPTED OR ERROR-FREE. GROUP MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND TITLE, IN CONNECTION WITH THE EHR SYSTEM OR OTHERWISE, AND ANY SUCH WARRANTIES ARE HEREBY DISCLAIMED. THE EHR SYSTEM IS PROVIDED "AS IS" WITH ALL FAULTS AND DEFECTS.

[Signature page follows]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by duly authorized persons as of the Execution Date.

SHMG:

GROUP:

By:_____

By:_____

Name:
Title:

Name:
Title:

**SMG on behalf of itself and the SMG
Affiliates:**

By:_____

Name:
Title:

EXHIBIT H

PROFESSIONAL SERVICES AGREEMENT

[Please see attached]

EXHIBIT H**PROFESSIONAL SERVICES AGREEMENT**

This Professional Services Agreement (“**Agreement**”) is made and entered into by and between [BUYER PC ENTITY] (“**Service Provider**”), and Steward Medical Group, Inc., on behalf of itself and its affiliates, Physician Group of Arizona, Inc., Permian Premier Health Services, Inc., and Heritage Technologies, LLC dba Desert Grove Family Medical (collectively, the “**Practice**”), effective as of [●], 2024 (the “**Effective Date**”). Capitalized terms used but not otherwise defined herein shall have the meaning provided in that certain Asset Purchase Agreement, dated as of _____, 2024, by and among Buyer, Stewardship Sellers, and Steward Sellers (each as defined therein), and the other parties thereto (the “**Purchase Agreement**”; capitalized terms used and not otherwise defined herein shall have the meanings set forth in the Purchase Agreement). Service Provider and Practice are referred to herein individually as a “**Party**” and collectively as the “**Parties**.”

RECITALS

WHEREAS, Practice owns and operates medical practices in locations located across seven (7) states (collectively, the “**Locations**”) through physicians and other healthcare professionals who are licensed in accordance with applicable state law to provide professional medical services;

WHEREAS, in connection with the transactions contemplated by the Purchase Agreement, Service Provider will employ certain of these healthcare professionals, as identified on Exhibit A (the “**Clinical Personnel**”) as of the Effective Date and assume the applicable employment and independent contractor agreements between Practice and the Clinical Personnel;

WHEREAS, in order to allow time for Service Provider to re-credential the Clinical Personnel with the third party payors with whom Practice has contracted, as identified on Exhibit B (each, a “**TPP**”) and secure its own contracts and billing arrangements with the TPPs, Service Provider and Practice have agreed that Practice will continue its operations during the Term (as defined below);

WHEREAS, in connection with the continued operation of Practice during the Term, (a) Service Provider will make available the Clinical Personnel to Practice; (b) Practice will bill for Professional Services (as defined below) under Practice’s contracts with the TPPs (the “**Practice Contracts**”) for Professional Services rendered by the Clinical Personnel to patients enrolled in the Programs (as defined below) (the “**Patients**”); and

WHEREAS, Practice will outsource billing and collection services to Service Provider, and Service Provider will bill each TPP, as agent of the Practice, for the specific Professional Services and Items rendered pursuant to this Agreement under the Practice’s Contracts and Practice’s taxpayer and provider identification numbers.

AGREEMENT

NOW, THEREFORE, in consideration of, and incorporating the above recitals, the terms and conditions hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and for their mutual reliance, the Parties hereto, intending to be legally bound, agree as follows:

I. PROFESSIONAL SERVICES

1.1. Professional Services.

1.1.1 Unless otherwise agreed by the Parties, during the Term, the Clinical Personnel will deliver professional medical services (the “**Professional Services**”) and other healthcare services, goods and items (the “**Items**”) to Patients at such Locations and on such schedule as determined by mutual agreement of the Practice and the Service Provider from time to time. All such Professional Services and Items provided pursuant to this Agreement shall be billed under the Practice’s Contracts and Practice’s taxpayer and provider identification numbers.

1.1.2 Clinical Personnel shall deliver professional medical services in compliance with the policies, procedures, and oversight of the Practice.

1.2. Clinical Personnel Qualifications. During the Term, Service Provider will ensure that each of the Clinical Personnel providing Professional Services and Items under this Agreement meet the following criteria:

1.2.1 Be employed by, or under an independent contractor relationship with, Service Provider;

1.2.2 Maintain an unlimited license to practice medicine or such individual’s other healthcare profession in the state where such individual is practicing, without any suspension, revocation or limitation;

1.2.3 Maintain sufficient professional malpractice insurance to comply with applicable Legal Requirements (as defined below);

1.2.4 Maintain a current Drug Enforcement Agency narcotics number and state controlled substance registration, as applicable; and

1.2.5 Not have been excluded from participation in Medicare, Medicaid or any other Program.

Service Provider shall notify Practice promptly if it becomes aware of any change in circumstances that may constitute a breach of any of the provisions of this Section.

1.3. Practice Standards. Practice represents, warrants and covenants that at all times during the Term:

1.3.1 Practice has and will maintain as current and in good standing all required licenses, permits, certifications, accreditations, certificate of needs, provider numbers, and billing arrangements with TPPs necessary in order to obtain payment for the Professional Services and Items. No such license, permit, certification, accreditation, certificate of need, provider number, or billing arrangement has been, or will be, be subject to any suspension, withdrawal, termination, expiration, revocation or non-renewal during the Term.

- 1.3.1 Practice has complied and will comply with all applicable laws, rules, regulations, court and administrative agency orders, and Program requirements (collectively, the “**Legal Requirements**”) in its performance under this Agreement. Practice shall provide prompt notice to Service Provider of any adverse change, including notice of termination, threat of termination, imposition of a corrective action plan, commencement (or threatened commencement) of an audit or review on the basis of alleged or actual Practice noncompliance and/or fraud, and/or other limitations, sanctions and/or penalties imposed on Practice by a Program.
- 1.3.2 Neither Practice nor any of its employees, contractors, governing body members or equity owners has been criminally convicted, subject to a civil judgment entered against it for fraudulent activities, or sanctioned under Medicare, Medicaid, any other federal or state governmental healthcare program or any TPP health plan or program (each a “**Program**” and collectively, the “**Programs**”).
- 1.3.3 Neither Practice nor any of its employees, contractors, governing body members or equity owners is on the "preclusion list" as such term is defined in 42 CFR § 422.2 or appear on the Office of Inspector General (“**OIG**”) Excluded List or on the list of debarred contractors as published in the System for Award Management by the General Services Administration (“**GSA**”), and Practice agrees that it will review the OIG's and GSA's exclusion lists prior to the hiring of any new employees or contractors.

Practice shall notify Service Provider promptly of any change in circumstances that may constitute a breach of any of the provisions of this Section.

II. **COMPENSATION, BILLING AND REIMBURSEMENT**

- 2.1. **Compensation.** The compensation to be paid by Practice to Service Provider hereunder is set forth in Schedule 2.1, which is attached hereto and made a part hereof by reference. The failure by Practice to pay any amount due to Service Provider hereunder will be a material breach of this Agreement.
- 2.2. **Collections.** During the Term and solely with respect to the Professional Services, Practice will not place any accounts with an attorney or other third party, nor take any form of legal action, nor threaten legal action against any debtor of any of the accounts receivable of Service Provider arising under this Agreement (the “**Debtor Actions**”); *provided, however*, to the extent permitted by Legal Requirements, Practice hereby assigns its rights with respect to Debtor Actions to Service Provider and Service Provider may take any form of legal action, including placing such accounts with an attorney or other third party, against any debtor of any accounts receivable arising under this Agreement.
- 2.3. **Depository Account; Remittance of Funds.**
 - 2.3.1 For purposes of clarity, the parties acknowledge that Service Provider or an affiliate of the Service Provider (the “**Manager**”) is providing management services under that certain Management Services Agreement dated of even date herewith (the “**MSA**”), pursuant to which the Manager is a billing agent of the Practice. In the event of a conflict between the terms of this Agreement and the MSA, this Agreement shall control.

- 2.3.2 Practice shall deposit all collections related to the Professional Services and Items having a date of service or administration that is on or after the Effective Date and during the Term directly into one or more of depository bank accounts in the name and tax identification number of Practice and into which each such TPP has made payment immediately prior to the Effective Date (the “**Depository Accounts**”), which Depository Accounts shall be under the sole control of Practice.
- 2.3.3 Practice shall, as of the Effective Date and at all times during the Term, cease and refrain from any automatic transfers or cash sweeps from the Depository Accounts without the prior written consent of Service Provider, which may be granted or withheld in Service Provider’s sole discretion.
- 2.3.4 All amounts collected in the Depository Accounts with respect to Professional Services and Items rendered by Service Provider during the Term shall be held in trust by Practice solely and exclusively for the benefit of Service Provider. Practice shall not, during the Term, grant any lien on any of the Depository Accounts or otherwise on any accounts receivable or other right of payment for Professional Services and Items provided by Service Provider under this Agreement.
- 2.3.5 To the extent that any affiliates of Practice are also party to any of the Practice Contracts, Practice shall separately account for all amounts due and owing to Service Provider for Professional Services and Items rendered by Service Provider during the Term.
- 2.3.6 Practice shall not establish or maintain any other bank accounts into which collections for Professional Services and Items having a date of service or administration during the Term are deposited except with the prior written consent of Service Provider, which may be granted or withheld in Service Provider’s sole discretion.
- 2.3.7 Practice shall be responsible for providing Service Provider with a bi-weekly reconciliation of the Depository Accounts, delineating all amounts collected and due to Service Provider hereunder and all amounts, if any, due to Practice or its affiliates.
- 2.3.8 Practice shall remit to Service Provider, on a periodic basis not less frequently than weekly beginning with the seventh (7th) day following the Effective Date, together with a reconciliation, all amounts deposited into the Depository Account for Professional Services and Items provided to date during the Term.
- 2.3.9 Practice or its designee shall be responsible for filing all tax returns and for filing all necessary documentation and engaging in all necessary actions to maintain Practice’s active corporate or limited liability company status during the Term and otherwise to maintain the Practice Contracts and Depository Accounts during the Term.
- 2.3.10 Practice shall retain as strictly confidential all information about Service Provider received in providing the Professional Services and Items contemplated by this Agreement, except to the extent that disclosure thereof is necessary or appropriate in the performance of any of its duties or responsibilities pursuant to this Agreement, as may be required by applicable Legal Requirements or to the extent that such disclosure may be authorized in advance by Service Provider in writing.

- 2.3.11 Clinical Personnel shall keep accurate and detailed accounts and records of the Professional Services and Items provided under this Agreement as are customary or required under any applicable Legal Requirements (the “**Records**”), which Records shall be the property of the Practice. Clinical Personnel rendering Professional Services and Items under this Agreement shall have unrestricted access to the Records related to the Professional Services and Items they provide.
- 2.3.12 Subject to applicable Legal Requirements, Practice shall timely provide Service Provider with such documents, reports, data and other information maintained by Practice related to the Professional Services and Items or the Depository Account as Service Provider may reasonably require from time to time, in a form satisfactory to, and approved by, Service Provider, including any information required by Service Provider to complete and file forms or filings required to be filed with any federal or state government or any agency thereof, or any rating agency or auditor.
- 2.3.13 Practice and Service Provider shall each be responsible for keeping its own appropriate and accurate financial records concerning its business operations and for filing all appropriate tax and informational returns and other corporate filings. The Parties will reasonably cooperate in the sharing of relevant financial information relating to this Agreement.
- 2.4. **Invoicing and Reimbursement.** Practice shall deliver to Service Provider any invoice it receives for any of Practice’s expenses reasonably incurred by Practice during the Term in conjunction with the performance of the Professional Services and Items and which expenses Practice would not otherwise have incurred but for this Agreement, including without limitation the costs for the purchase of any Items administered by Practice to Patients and the cost of hazardous waste disposal to the extent such service continues to be obtained through a contract of Practice. Service Provider shall pay all such invoiced amounts promptly after Service Provider’s receipt of such invoice.
- 2.5. **Program Requirements.** Each of the Clinical Personnel providing Professional Services and Items under this Agreement must be enrolled in and participate in Programs in which Practice participates, and shall be required to comply with all terms and conditions of such Programs.
- 2.6. **Practice of Medicine.** The parties agree that the Professional Services and Items to be furnished by Clinical Personnel and that are to be billed in the name of Practice pursuant to this Agreement shall constitute the practice of medicine and other licensed healthcare professions subject to this Agreement, and such Professional Services and Items will be the responsibility of such Clinical Personnel. Each Clinical Personnel’s Professional Services and Items furnished hereunder will be consistent with industry standards of patient care and customer service.

III. INSURANCE; TAXES

- 3.1. **Insurance.** Service Provider shall cause to be maintained continuously in force and effect policies of insurance covering acts and omissions at or involving Practice, the services furnished at the Locations or for Practice, and the services furnished under or pursuant to this Agreement, occurring during the Term, consistent with generally accepted industry standards. Without limiting the generality of the foregoing, Service Provider shall be required to maintain professional liability insurance coverage for all Clinical Personnel providing Professional Services and Items under this Agreement with limits in the amount of at least \$1 million per occurrence and \$3 million in the aggregate. Practice shall be a named insured on all such policies of insurance coverage. Service Provider shall provide Practice with certificates of insurance coverage upon reasonable request of

Practice. The obligations set forth in this Section 3.1 shall survive the termination of this Agreement as necessary to assure coverage for all acts and omissions occurring during the Term.

- 3.2. **Taxes and Encumbrances.** Practice shall pay all taxes, assessments and charges of every kind imposed upon Practice by any governmental authority, including interest, fees or penalties thereon, when due and prior to incurring interest, penalties or fees thereon, subject to the terms of any lease, mortgage or other financing arrangement pertaining to the Locations.

IV. **TERM, TERMINATION**

- 4.1. **Term.** The term of this Agreement (the “***Term***”) will commence on the Effective Date and continue until the earlier of (a) the date on which Service Provider gives written notice of termination of this Agreement to Practice, or (b) **[December 31, 2025]**.
- 4.2. **Breach of Agreement.** If either Party shall cause or suffer to exist any breach of any of its obligations under this Agreement, including but not limited to any failure to make payments when due, and said Party does not cure such default within thirty (30) days after receiving written notice thereof from the non-breaching Party, then the non-breaching Party may terminate this Agreement upon written notice of termination to the other Party.
- 4.3. **Effect of Termination.** Section IV, Section V and Section VI of this Agreement shall survive any termination of this Agreement.

V. **INDEMNIFICATION**

- 5.1. **Indemnification by Service Provider.** Subject to the limitations and other terms set forth in this Section 5, Service Provider shall indemnify, defend, and hold harmless Practice and its affiliates, and their respective shareholders, directors, officers, employees, agents, and other representatives (collectively, the “***Practice Indemnified Parties***”), from and against all losses asserted against, resulting to, imposed upon, or incurred by a Practice Indemnified Party, directly or indirectly, relating to, resulting from or arising out of: (a) any inaccuracy or breach of any representation or warranty of Service Provider contained in or made pursuant to this Agreement; and (b) any breach of or failure by Service Provider to perform or comply with any covenant or agreement contained in this Agreement or any other agreement delivered by Service Provider pursuant to this Agreement or required to be performed by Service Provider. Notwithstanding any other provision contained herein, in no event will Service Provider be obligated to indemnify, defend or hold the any Practice Indemnified Party harmless to the extent of any intentional breach, negligence, recklessness or intentional misconduct of or by Service Provider and/or claim arising therefrom or relating thereto.
- 5.2. **Indemnification by Practice.** Subject to the limitations and other terms set forth in this Section 5, Practice will indemnify, defend, and hold harmless Service Provider and its affiliates, and their respective shareholders, directors, officers, employees, agents, and other representatives (collectively, the “***Service Provider Indemnified Parties***”), from and against all losses asserted against, resulting to, imposed upon, or incurred by any Service Provider Indemnified Party, directly or indirectly, relating to, resulting from or arising out of: (a) any inaccuracy or breach of any representation or warranty of Practice contained in or made pursuant to this Agreement; and (b) any breach of or failure by Practice to perform or comply with any covenant or agreement contained in this Agreement or any other agreement delivered by Practice pursuant to this Agreement or required to be performed by Practice. Notwithstanding any other provision contained herein, in no event will Practice be obligated to indemnify, defend or hold the any Service Provider Indemnified

Party harmless to the extent of any intentional breach, negligence, recklessness or intentional misconduct of or by Practice and/or claim arising therefrom or relating thereto.

- 5.3 **Limitation Damages.** Except in the case of a claim based upon fraud, intentional misrepresentation, willful misconduct, or gross negligence, no Party shall be liable for any special or punitive damages.

VI. GENERAL PROVISIONS

- 6.1. **Relationship of the Parties.** The Parties acknowledge and agree that Service Provider and the Clinical Personnel are acting as independent contractors and not as agents or employees of Practice under this Agreement.
- 6.2. **Compliance With Data Security and Privacy Laws.** Each Party shall comply with all applicable data security and privacy Legal Requirements. Without limiting the generality of the foregoing, each party shall comply with the applicable provisions of the Health Insurance Portability and Accountability Act of 1996, Pub. Law 104-191 (together with all amendments thereto and implementing regulations, “**HIPAA**”) and comparable state laws and regulations governing the privacy and security of patient or consumer information to the extent applicable to the performance of this Agreement. In the performance this Agreement, each Party may provide services to the other that may require the other to access, create and use protected health information (as defined in HIPAA), or create and receive such information on behalf of each other. Accordingly, the Parties agree that the Business Associate Addendum attached hereto as Exhibit C is incorporated herein by reference and made a part of this Agreement.
- 6.3. **Force Majeure and Manner of Service.** If any Party’s performance is prevented, hindered or delayed by reason of any cause(s) beyond such Party’s reasonable control which cannot be overcome by reasonable diligence, including without limitation, war, labor disputes, civil disorders, governmental acts, epidemics, pandemics, quarantines, embargoes, fires, earthquakes, storms, hurricanes, power failures, transmission failures, or acts of God (each, a “**Force Majeure Event**”), such Party shall be excused from performance to the extent that it is prevented, hindered or delayed thereby, during the continuance of such cause(s); and such Party’s obligations hereunder shall be excused so long as and to the extent that such cause(s) prevent or delay performance. Service Provider further shall not be responsible for delays that are attributable to a Force Majeure Event.
- 6.4. **Survival.** Termination or expiration of this Agreement shall not affect the rights and obligations of the Parties hereunder for any of their respective acts or omissions prior to or on the date of such termination or expiration.
- 6.5. **Entirety of Agreement.** This Agreement (including all Schedules, Exhibits, and addenda attached hereto), and the other documents and instruments specifically provided for herein and therein contain the entire understanding between the Parties concerning the subject matter of this Agreement and such other documents and instruments and, except as expressly provided for herein or therein, supersede all prior understandings and agreements, whether oral or written, between them with respect to the subject matter hereof and thereof. There are no representations, warranties, agreements, arrangements or understandings, oral or written, among the Parties hereto relating to the subject matter of this Agreement and such other documents and instruments which are not fully expressed herein or therein.

- 6.6. **Attorneys' Fees.** If any action is brought by any Party to enforce any provision of this Agreement, the prevailing Party shall be entitled to recover its court costs and reasonable attorneys' fees.
- 6.7. **Benefit/Assignment.** Subject to provisions herein to the contrary, this Agreement shall inure to the benefit of and be binding upon the Parties hereto and their respective legal representatives, successors, and assigns. Except as otherwise expressly provided herein, neither Party may assign this Agreement without the prior written consent of the other Party, which consent shall not be unreasonably withheld, conditioned or delayed and any attempted assignment without the required consents shall be void; *provided, however*, either Party, without the prior written consent of the other Party, may assign its rights and delegate its duties hereunder to one or more of its affiliates or to a successor entity as part of a merger, acquisition, internal reorganization or other change of control (but in such event, the assigning or delegating Party shall be required to remain obligated hereunder in the same manner as if such assignment or delegation had not been effected).
- 6.8. **Incorporation of Provisions of Purchase Agreement.** Sections 12.2 (Governing Law; Jurisdiction, Consent to Service of Process; Waiver of Jury), 12.3 (Entire Agreement), 12.4 (Amendments and Waivers), 12.5 (Notices), 12.6 (Severability), 12.8 (No Third Party Beneficiaries), 12.12 (Counterparts), and 12.13 (Definitional and Interpretive Matters) of the Purchase Agreement are incorporated herein by reference, *mutatis mutandis*.

[SIGNATURES ON FOLLOWING PAGE;
REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties have executed this Professional Services Agreement to be effective as of the Effective Date.

SERVICE PROVIDER:

PRACTICE:

[BUYER PC ENTITY]

STEWARD MEDICAL GROUP, INC.

By: _____
Name:
Title:

By: _____
Name:
Title:

EXHIBIT A
CLINICAL EMPLOYEES

EXHIBIT B

TPPS AND PRACTICE CONTRACTS

EXHIBIT C
BUSINESS ASSOCIATE ADDENDUM

SCHEDULE 2.1

COMPENSATION

EXHIBIT I

TERM SHEET OF USFHP PHARMACY TRANSITION AGREEMENT

[Please see attached]

Term Sheet

The following is a summary of the general terms proposed in connection with the transition of the Uniformed Services Family Health Plan (“USFHP”) pharmacy from a satellite location on Steward St. Elizabeth’s Medical Center of Boston, Inc.’s (“SEMC”) hospital license to new ownership under that certain Asset Purchase Agreement by and between [Buyer] (“Stewardship Buyer”) and various Steward entities and affiliates, including Steward Health Care System, LLC (“SHCS”) and SEMC (the “Stewardship APA”).

In connection with preparations for the Stewardship APA, SEMC has applied for a retail pharmacy license through the Board of Pharmacy (the “USFHP Pharmacy License”) and has or will obtain other licenses or registrations connected with the USFHP Pharmacy operations necessary to operate the USFHP Business, which SEMC, or SEMC Buyer (as defined below), will transfer or cooperate in good faith with Stewardship Buyer to make filings with regulatory agencies to transfer or otherwise issue to the Stewardship Buyer (the “USFHP Pharmacy License Process”), in the event of a Transaction other than a Provider Only Transaction. If such USFHP Pharmacy License Process is not complete prior to the closing of the transactions under the Stewardship APA, SHCS, SEMC (or, if applicable, SEMC Buyer, as defined below) and Stewardship Buyer will execute an interim agreement to enable the Stewardship Buyer to access pharmacy services necessary and appropriate for the Stewardship Buyer to fulfill its obligations under the Brighton MSA or a Replacement Brighton MSA relating to the USFHP Business until the USFHP Pharmacy License Process is complete (“USFHP Pharmacy Transition Agreement”) and Stewardship Buyer has obtained all necessary licenses, registrations, or other approvals.

Additionally, SEMC is in the process of negotiating that certain Asset Purchase Agreement, by and between [Buyer] (“SEMC Buyer”) and various Steward entities and affiliates, including SHCS and SEMC (the “SEMC APA”) and depending on the timing of the closing of the SEMC APA, the SEMC Buyer may need to be party to the USFHP Pharmacy Transition Agreement.

Except to the extent provided in Section 6.8 of the Stewardship APA, the following terms are not meant to be a binding expression of the terms of the agreement, but instead is intended to serve as a summary of business terms proposed for discussion by the parties. The definitive agreement will be subject to final approval by the parties and review by legal counsel.

<u>Non-Binding Provisions</u>	
Parties	- SHCS and SEMC - If the SEMC hospital is sold, then the SEMC Buyer will be a party - Stewardship Buyer
Transition Agreement	If the USFHP Pharmacy License has not yet been obtained by the time that the closing occurs under the Stewardship APA and the USFHP Pharmacy License and all other required licenses, registrations and approvals have not yet been transferred or obtained by Stewardship Buyer, then SEMC (or SEMC Buyer, if the closing has occurred under the SEMC APA) will execute an interim agreement for the Stewardship Buyer to obtain the services needed to fulfill its obligations under the Brighton MSA or a Replacement Brighton MSA with respect to pharmacy services until Stewardship Buyer has obtained all licenses and other registrations required to operate the USFHP Business in compliance with applicable law and fulfill its obligations under the Brighton MSA or a Replacement Brighton MSA SEMC (or SEMC Buyer, depending on timing noted above) will provide the pharmacy services

<u>Non-Binding Provisions</u>	
	○ As part of the pharmacy services, SHCS will provide any other related services needed, e.g., back-office services, software, etc. ● Stewardship Buyer will make available the following items, which will be transferred to Stewardship Buyer under the Stewardship APA, as further set forth below: ○ Real estate ○ Assets and operations ○ Personnel who perform activities related to the USFHP pharmacy operations or otherwise necessary to operate the USFHP Business¹ Pricing: At cost Once the USFHP Pharmacy License is obtained by SEMC, it will need to be transferred to Stewardship Buyer. Once the USFHP Pharmacy License is transferred to Stewardship Buyer and Stewardship Buyer has obtained all other required licenses and registrations, as well as all real estate, personnel, and other assets and other approvals (including but not limited to those related to drug purchasing under applicable governmental programs) required to operate the USFHP Business and fulfill its obligations under the Brighton MSA or a Replacement Brighton MSA, the USFHP Transition Agreement can be terminated, and the drug inventory can be transferred to Stewardship Buyer.
● Assets and Operations of USFHP Pharmacy	● Furniture, fixtures and equipment used by the USFHP Pharmacy – these assets can be transferred from SEMC to the Stewardship Buyer whether or not the USFHP Pharmacy License Process is complete at the time of the closing under the Stewardship APA. The drug inventory <u>cannot</u> be transferred to Stewardship Buyer until the USFHP Pharmacy License Process is complete.
● Lease	The premises for the USFHP Pharmacy are located at the Brighton Marine campus in SEMC-licensed hospital space. The Pharmacy is under the Brighton Lease, which will be transferred to Stewardship Buyer in the event that Stewardship Buyer assumes the USFHP Business.
● Employee Matters	● Pharmacy technicians employed by SEMC will not be transferred as part of the transaction, but can be leased in the interim. ● Pharmacists and other employees (e.g., managers) will be transferred to Stewardship Buyer under the Stewardship APA whether or not the USFHP Pharmacy License Process is complete at the time of the closing under the Stewardship APA.²
● Licenses	● SEMC has applied for the USFHP Pharmacy License. Once the USFHP Pharmacy License Process is complete, the USFHP

¹ Subject to further confirmation in the event pharmacy laws and regulations may impose certain relevant requirements (e.g., some states may require the PIC be an employee of the licensed pharmacy).

² Subject to further confirmation in the event pharmacy laws and regulations may impose certain relevant requirements (e.g., some states may require the PIC be an employee of the licensed pharmacy).

<u>Non-Binding Provisions</u>	
	Pharmacy License will be transferred to the Stewardship Buyer post-closing (if the closing has already occurred under the Stewardship APA) or it will be transferred to Stewardship Buyer as of the closing under the Stewardship APA. SEMC shall, or shall ensure that SEMC Buyer shall, keep Stewardship Buyer apprised of the current status of the USFHP Pharmacy License Process. • Other licenses and permits, including DEA Registration, Controlled Substance Registrations and out-of-state pharmacy licenses will be transferred to Stewardship Buyer or obtained by Stewardship Buyer (depending on timing). SEMC shall, or shall ensure that SEMC Buyer shall, cooperate in good faith with Stewardship Buyer so that all such required licenses and registrations can be obtained.

45420518.2

EXHIBIT J

SALE ORDER

[Omitted]