

ASSET PURCHASE AGREEMENT

BY AND AMONG

**Frisbie Memorial Hospital, The Frisbie Foundation, Granite State Lab, LLC, and Seacoast
Business and Health Clinic, Inc. d/b/a Seacoast Redicare (as Sellers), and**

FMH Health Services, LLC (as Buyer)

Dated as of October 18, 2019

TABLE OF CONTENTS

	<u>Page</u>
1. DEFINITIONS; INTERPRETATION.....	1
1.1 Definitions.....	1
1.2 Interpretation.....	21
2. SALE OF ASSETS AND CERTAIN RELATED MATTERS.....	23
2.1 Sale of Purchased Assets.....	23
2.2 Excluded Assets.....	25
2.3 Assumed Liabilities.....	26
2.4 Excluded Liabilities.....	26
2.5 Purchase Price; Adjustments.....	26
2.6 Delivery of Estimated Closing Statement.....	27
2.7 Closing Date Payments.....	27
2.8 Post-Closing Adjustment to Purchase Price.....	28
2.9 Proration.....	30
2.10 Withholding Rights.....	30
2.11 Remittances.....	31
2.12 Physical Inventory.....	31
2.13 Patient Receivables.....	31
3. CLOSING.....	32
3.1 Closing.....	32
3.2 Deliveries of Sellers at the Closing.....	33
3.3 Deliveries of Buyer at the Closing.....	34
3.4 Additional Acts.....	35
4. REPRESENTATIONS AND WARRANTIES OF SELLERS.....	35
4.1 Organization; Capacity.....	35
4.2 Authority; Non-contravention; Binding Agreement.....	36
4.3 Subsidiaries; Minority Interests.....	36
4.4 Title to Assets; Sufficiency and Condition of Assets.....	36
4.5 Financial Information.....	37
4.6 Permits and Approvals.....	38
4.7 Statutory Funds.....	39
4.8 Accreditation.....	39
4.9 Government Program Participation; Private Programs; Reimbursement.....	39
4.10 Third-Party Payor Cost Reports.....	40
4.11 Compliance with Laws.....	40
4.12 Information Privacy and Security Compliance.....	43
4.13 Compliance Program.....	43
4.14 Medical Staff Matters.....	44
4.15 Accounts Receivable.....	44
4.16 Experimental Procedures.....	44
4.17 Certificates of Need.....	44
4.18 Intellectual Property.....	45
4.19 Contracts.....	47
4.20 Personal Property.....	48
4.21 Inventory.....	49

4.22	Real Property	49
4.23	Insurance	51
4.24	Employee Benefit Plans	52
4.25	Employee Matters	54
4.26	Litigation	55
4.27	Tax Matters	56
4.28	Environmental Matters	57
4.29	Absence of Changes	58
4.30	Affiliate Transactions	58
4.31	Seller Bank Accounts	58
4.32	Solvency	59
4.33	Brokers and Finders	59
4.34	Transferred Equity Interests	59
4.35	Books and Records	59
4.36	Statements True and Correct	59
4.37	No Other Representations and Warranties	60
5.	REPRESENTATIONS AND WARRANTIES OF BUYER	60
5.1	Organization; Capacity	60
5.2	Authority; Non-contravention; Binding Agreement	60
5.3	Litigation	60
5.4	Brokers and Finders	60
5.5	No Other Representations and Warranties	60
5.6	Solvency	61
5.7	Compliance with Laws	61
5.8	Statements True and Correct	61
6.	PRE-CLOSING COVENANTS OF SELLERS AND BUYER	61
6.1	Access to Premises; Information	61
6.2	Conduct of Business	62
6.3	Consents to Assignment	64
6.4	Notification of Certain Matters; Disclosure Schedule Updates	64
6.5	Approvals	65
6.6	Title and Survey Matters	65
6.7	Additional Financial Information	66
6.8	Closing Conditions	66
6.9	Interim Operating Reporting	67
6.10	Insurance Ratings	67
6.11	Bulk Sales Laws	67
6.12	Social Media Accounts	67
6.13	Exclusivity	67
6.14	Confidentiality	68
6.15	Casualty	68
6.16	Transferred Seller Bank Accounts	69
6.17	Insurance Policies	69
6.18	Medical Staff and Credentialing Transition Activities	69
6.19	Antitrust Notification and Cooperation	70

7.	ADDITIONAL AGREEMENTS.....	71
7.1	Seller Employees	71
7.2	Post-Closing Access to Information	72
7.3	Confidentiality; Non-Competition; Non-Solicitation; Non-Disparagement	73
7.4	Cost Reports	74
7.5	CMS Reporting and Payment Adjustments	76
7.6	Waiver Program Payments	77
7.7	License to Use Billing Information	77
7.8	Change of Restricted Names	77
7.9	Credentialing and Medical Staff Records Maintenance	78
7.10	Hospital Advisory Board and Future Appointments to Hospital Board of Trustees	78
7.11	Operations of the Hospital	79
7.12	Capital Commitment Projects	80
7.13	Uninsured and Charity Care Policies	80
7.14	Annual Report; Limitation on Time to Raise Objections	81
7.15	Charitable Donations	81
7.16	COBRA Continuation Coverage	81
7.17	Archive Copy of VDR	82
7.18	82
7.19	Seller Net Sale Proceeds Notice	84
7.20	Seller Representative	84
7.21	Use of Funds	84
8.	CONDITIONS PRECEDENT TO OBLIGATIONS OF BUYER.	85
8.1	Representations and Warranties	85
8.2	Performance	86
8.3	No Material Adverse Effect	86
8.4	Pre-Closing Confirmations	86
8.5	Action/Proceeding	86
8.6	Title to Real Property	87
8.7	Closing Documents	87
8.8	Third-Party Consents and Amendments to Contracts	87
8.9	Estoppel Certificates	87
8.10	Landlord Estoppels	87
8.11	Confirmation as to Encumbrances	87
8.12	Tail Insurance	87
8.13	Environmental Site Assessments	87
8.14	Wind Down Budget	87
8.15	87
8.16	Investment Guidelines	87
9.	CONDITIONS PRECEDENT TO OBLIGATIONS OF SELLERS.	88
9.1	Representations and Warranties	88
9.2	Performance	88
9.3	Action/Proceeding	88
9.4	New Hampshire Attorney General	88
9.5	Strafford County Probate Court	88
9.6	Closing Documents	88

10.	INDEMNIFICATION.....	89
10.1	Indemnification by Sellers	89
10.2	Indemnification by Buyer	90
10.3	Notice and Defense of Third-Party Claims	91
10.4	Notice of Non-Third-Party Claims	92
10.5	Manner of Payment	92
10.6	Determination of Loss Amount	93
10.7	Exclusive Remedy	94
10.8	Adjustment to Purchase Price	94
10.9	Survival	94
10.10	Specific Performance	95
10.11	Escrow Release	95
11.	TAX MATTERS.....	95
11.1	Allocation of Purchase Price	95
11.2	Tax Returns	96
11.3	Cooperation	96
11.4	Tax Proceedings	97
11.5	Transfer Taxes	97
12.	TERMINATION.....	97
12.1	Termination	97
12.2	Effect of Termination	98
13.	GENERAL.....	98
13.1	Notice	98
13.2	Choice of Law	100
13.3	Arbitration	100
13.4	Benefit; Assignment; Delegation	101
13.5	Waiver of Jury Trial	101
13.6	Legal Advice and Reliance	101
13.7	Reproduction of Documents	102
13.8	Cost of Transaction	102
13.9	Waiver of Breach	102
13.10	Severability	102
13.11	No Inferences; Sophisticated Parties	103
13.12	Divisions and Headings of this Agreement	103
13.13	No Third-Party Beneficiaries	103
13.14	Entire Agreement; Amendment	103
13.15	Multiple Counterparts	103
13.16	Other Owners of Purchased Assets	103
13.17	Schedule Preparation	104

LIST OF SCHEDULES

Schedule 1A	Net Working Capital
Schedule 1B	Senior Management Personnel
Schedule 1C	Financial Loss Methodology
Schedule 1D	Uninsured and Charity Care Policies
Schedule 2.1(h)	Assumed Contracts
Schedule 2.1(j)	Trademarks/Domain Names/Restricted Names
Schedule 2.1(s)	Transferred Seller Bank Accounts
Schedule 2.2(m)	Excluded Foundation Assets
Schedule 2.2(q)	Other Excluded Assets
Schedule 2.3(c)	Assumed Capital Leases
Schedule 4.2	Seller Non-contravention
Schedule 4.3	Subsidiaries; Minority Interests
Schedule 4.4(a)	Encumbrances
Schedule 4.5(a)	Historical Financial Information
Schedule 4.5(c)	Indebtedness
Schedule 4.6	Permits and Approvals
Schedule 4.8	Accreditation
Schedule 4.9(i)	Private Programs
Schedule 4.9(ii)	National Provider Identifiers; Provider Numbers
Schedule 4.9(iii)	CMS Reporting
Schedule 4.10	Third-Party Payor Cost Reports
Schedule 4.11	Compliance with Laws
Schedule 4.12(c)	Information Privacy and Security Compliance
Schedule 4.14	Medical Staff Matters
Schedule 4.18(a)	Owned Intellectual Property
Schedule 4.18(b)	Liens on Owned Intellectual Property
Schedule 4.18(c)	Violations of Intellectual Property Contracts
Schedule 4.18(d)	Claims Regarding Intellectual Property Infringement
Schedule 4.18(e)	Owned Intellectual Property Infringement
Schedule 4.18(g)	Open Source Materials
Schedule 4.19(a)	Material Contracts
Schedule 4.19(b)	Violations Under Assumed Contracts
Schedule 4.20	Personal Property
Schedule 4.22(a)	List of Facilities
Schedule 4.22(b)	Owned Real Property
Schedule 4.22(c)	Leased Real Property
Schedule 4.22(d)	Rent Rolls
Schedule 4.22(e)	Third Party Leases
Schedule 4.22(g)	Notices from Governmental Authorities
Schedule 4.22(o)	Defects
Schedule 4.23	Insurance
Schedule 4.24(a)	Employee Benefit Plans
Schedule 4.24(e)	Benefit Plan Proceedings
Schedule 4.24(g)	Payments under Benefit Plans
Schedule 4.25(a)	Employees
Schedule 4.25(c)	Labor Matters
Schedule 4.26(a)	Litigation
Schedule 4.27	Tax Matters
Schedule 4.28	Environmental Matters
Schedule 4.30	Affiliate Transactions

Schedule 4.31	Seller Bank Accounts
Schedule 4.33	Brokers and Finders
Schedule 4.34	Transferred Equity Interests
Schedule 5.2(a)	Buyer Non-contravention
Schedule 6.2	Conduct of Business
Schedule 6.6(c)	Title and Survey Objections
Schedule 8.8	Material Consents
Schedule 8.9	Third Party Estoppels
Schedule 8.10	Landlord Estoppels
Schedule 8.14	Wind Down Budget
Schedule 8.16	Investment Guidelines
Schedule 11.1	Tax Allocation Methodology

LIST OF EXHIBITS

Exhibit A	Lease Assignment
Exhibit B	Bill of Sale
Exhibit C	Assignment and Assumption Agreement
Exhibit D	Power of Attorney
Exhibit E	Escrow Agreement
Exhibit F	Domain Name Assignment Agreement

ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (this “**Agreement**”) is made and entered into effective as of October 18, 2019 by and among (i) Frisbie Memorial Hospital, a New Hampshire nonprofit corporation (“**Frisbie Memorial**”), The Frisbie Foundation, a New Hampshire nonprofit corporation (“**Foundation**”), Granite State Lab, LLC, a New Hampshire limited liability company (“**Granite Lab**”) and Seacoast Business and Health Clinic, Inc., a New Hampshire corporation, d/b/a Seacoast Redicare (“**Seacoast Clinic**”) (each of Frisbie Memorial, Foundation, Granite Lab and Seacoast Clinic are referred to in this Agreement individually as a “**Seller**” and, collectively as, “**Sellers**”), and (ii) FMH Health Services, LLC, a Delaware limited liability company (“**Buyer**”). Each of Sellers and Buyer are also referred to herein individually as a “**Party**” and collectively as the “**Parties**”.

RECITALS

WHEREAS, Frisbie Memorial owns and operates the Frisbie Memorial Hospital, a 112-bed acute care hospital located at 11 Whitehall Road, Rochester, New Hampshire 03867 (the “**Hospital**”); and

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

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

1. **DEFINITIONS; INTERPRETATION.**

1.1 **Definitions.** As used herein the terms below shall have the following meanings:

“**AAA**” is defined in Section 13.3(c).

“**Acceptable Deviation**” is defined in Section 7.18(e).

“**Accounting Firm**” is defined in Section 2.8(c).

“**Accounts Receivable**” means the Governmental Patient Receivables, the Other Patient Receivables and the Other Receivables.

“**Additional Funds**” is defined in Section 7.21(a).

“**Advisory Board**” is defined in Section 7.10(a).

“**Advisory Board Designation Period**” means the period during which the Continuing Obligations remain outstanding.

“**Affiliate**” means, as to the Person in question, any Person that directly or indirectly controls, is controlled by, or is under common control with, the Person in question and any successors or assigns of such Person; provided, however, that, with respect to Buyer, (a) stockholders, officers or directors of HCA shall not be considered “Affiliates” of Buyer and (b) except for HCA, its direct and indirect subsidiaries, and Persons controlled (directly or indirectly) by HCA, no association, corporation, limited liability company, partnership, limited liability partnership, trust or other Person shall be considered an

“Affiliate” of Buyer solely as a result of any direct or indirect ownership, control or other relationship between the stockholders, officers or directors of HCA and such Person. For purposes of this definition, “control” means possession, directly or indirectly, of the power to direct, or cause the direction of, the management and policies of a Person whether through ownership of voting securities, by Contract or otherwise.

“**Agency Settlements**” is defined in Section 2.2(j).

“**Agreement**” is defined in the preamble to this Agreement.

“**Allocation**” is defined in Section 11.1.

“**ALTA**” means the American Land Title Association.

“**Alternative Transaction**” is defined in Section 6.13.

“**Annual Period**” means the twelve (12) month period commencing as of the Effective Time and each subsequent twelve (12) month period during the Advisory Board Designation Period.

“**Annual Report**” is defined in Section 7.14(a).

“**Antitrust Authorities**” is defined in Section 6.19(a).

“**Applicable Cash**” means any cash and cash equivalents held by any Seller immediately prior to the Closing or received by any Seller after the Effective Time from any source except for (a) cash and cash equivalents held by Sellers immediately prior to the Closing in an amount up to, but not exceeding, \$5,000,000 in the aggregate and (b) cash and cash equivalents (i) that are designated or restricted for an identified purpose by a donor that is not an Affiliate of a Seller in a written agreement or other writing that is binding on Sellers or (ii) received by or on behalf of any Seller in connection with the sale of any Excluded Assets to a Person that is not HCA or an Affiliate of HCA or (c) any proceeds from life insurance policies owned by Sellers.

“**Applications**” is defined in Section 4.17.

“**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 Authority or any other Person.

“**Arbitration Notice**” is defined in Section 13.3(d)(i).

“**Arbitrators**” is defined in Section 13.3(d).

“**Assignment and Assumption Agreement**” is defined in Section 3.2(d).

“**Assumed Capital Leases**” means those capital lease obligations of any Seller that are included among the Assumed Contracts and set forth on Schedule 2.3(c).

“**Assumed Contracts**” is defined in Section 2.1(h).

“**Assumed Indebtedness**” means the aggregate amount (as of immediately prior to the Effective Time) of the current and long-term Liabilities of all Sellers under the Assumed Capital Leases as set forth in the Closing Statement.

“**Assumed Liabilities**” is defined in Section 2.3.

“**Assumed Paid Time Off**” is defined in Section 7.1(c).

“**Balance Sheet Date**” means May 31, 2019.

“**Base Purchase Price**” is defined in Section 2.5.

“**Bill of Sale**” is defined in Section 3.2(c).

“**Books and Records**” means originals, or where not available, copies (including in electronic format), of books and records maintained in connection with the Business or the Purchased Assets, including books and records relating to books of account, ledgers and general financial accounting records, Physician records, personnel records, machinery and equipment maintenance files, patient and customer lists, price lists, distribution lists, supplier lists, quality control records and procedures, customer and patient complaints and inquiry files, research and development files, records and data (including all correspondence with any Governmental Authority), sales material and records, strategic plans, marketing plans, internal financial statements and marketing and promotional surveys, pricing and cost information, material and research that relate to the Business.

“**Business**” means the ownership and operation of the Facilities and all assets and operations ancillary to or associated with any of the foregoing as currently conducted or as contemplated by Sellers to be conducted in the future.

“**Business Day**” means any day except Saturday, Sunday and any day which is a legal holiday in the State of New Hampshire or the State of Tennessee.

“**Business Offerings**” means any products or services designed, developed, offered, provided, licensed or otherwise distributed by or for any Seller or Seller Affiliate related to the Business, or that any Seller or Seller Affiliate intends to offer for license, provide or otherwise distribute in connection with the Business, including any products or service offerings under development that form the basis, in whole or in part, of any revenue or business projection provided to Buyer.

“**Buyer**” is defined in the preamble to this Agreement.

“**Buyer Cap**” is defined in Section 10.2(d).

“**Buyer Directors**” is defined in Section 7.10(a).

“**Buyer Employer**” is defined in Section 7.1(a).

“**Buyer Fundamental Representations**” means, collectively, the representations and warranties set forth in Section 5.1 (Organization; Capacity), Section 5.2 (Authority; Non-contravention; Binding Agreement) and Section 5.4 (Brokers and Finders).

“**Buyer Indemnified Parties**” is defined in Section 10.1(a).

“**Buyer Threshold**” is defined in Section 10.2(c).

“**Buyer Unrecovered Losses**” is defined in Section 10.1(f).

“**Cardholder Data**” is defined in Section 4.18(i).

“**Certificate of Need**” means a written statement issued by a Governmental Authority evidencing community need for a new, converted, expanded, relocated, or otherwise significantly modified health care facility or health service.

“**Closing**” is defined in Section 3.1.

“**Closing COBRA Enrollee**” is defined in Section 7.16(a).

“**Closing Date**” is defined in Section 3.1.

“**Closing Payment Shortfall Amount**” is defined in Section 2.8(e).

“**Closing Statement**” is defined in Section 2.8(a).

“**Closing Working Capital**” means Net Working Capital as of immediately prior to the Effective Time.

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

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

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

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

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

“**COBRA Continuation Amount**” is defined in Section 7.16(c).

“**COBRA Statement**” is defined in Section 7.16(c).

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

“**Collection Excess**” is defined in Section 2.13(c).

“**Collection Period Termination Date**” means the date that is the eighteen (18) month anniversary of the Effective Time.

“**Collection Shortfall**” is defined in Section 2.13(c).

“**Collection Statement**” is defined in Section 2.13(c).

“**Commercial Software**” means any commercially available shrink-wrap, click-wrap or off-the-shelf Software licensed by Sellers or any Seller Affiliate from a third party (such as Google, Apple, Microsoft, or similar commercial providers in the business of developing and distributing such Software).

“**Commitments**” is defined in Section 6.6(a).

“**Confidential Information**” means all information (whether or not specifically identified as confidential), in any form or medium that relates to the Business, Purchased Assets or Assumed Liabilities, including: (a) internal business information related to the Business (including, information relating to strategic plans and practices, business, accounting, financial or marketing plans, practices or programs, training practices and programs, salaries, bonuses, incentive plans and other compensation and benefits information and accounting and business methods); (b) identities of, individual requirements of, specific contractual arrangements with, and information about, the Business, Purchased Assets or Assumed Liabilities; (c) any confidential or proprietary information of any third party that any Seller has a duty to maintain confidentiality of, or use only for certain limited purposes; (d) industry research compiled by, or on behalf of the Business, Sellers, or any Seller Affiliate, including, identities of potential target companies, management teams, and transaction sources identified by, or on behalf of, any Seller or Seller Affiliate; (e) compilations of data and analyses, processes, methods, track and performance records, data and data bases relating thereto; (f) information related to the Transferred Intellectual Property and updates of any of the foregoing; (g) except as expressly set forth in Section 6.14(b), the terms of this Agreement and the other Transaction Documents; and (h) information obtained in connection with Section 10.3 during the prosecution or defense of any Third-Party Claim; provided, that “Confidential Information” shall not include any information that has become generally known to and widely available for use within the industry other than as a result of the acts or omissions of Sellers or a Person that any Seller has any direct control over to the extent such acts or omissions are not authorized by a Seller in the performance of such Person’s assigned duties for Sellers.

“**Confidentiality Agreement**” means that certain Confidentiality and Non-Disclosure Agreement by and between Frisbie Memorial and HCA Management Services, L.P., an Affiliate of Buyer, dated as of July 18, 2018.

“**Contemplated Transactions**” means, collectively, the transactions contemplated by, or related to, this Agreement, including (a) the sale and purchase of the Purchased Assets and (b) the execution, delivery and performance of this Agreement and the other Transaction Documents.

“Contingency” means, with respect to a Frisbie Hospital Service:

(a) the active medical staff of the Hospital not having qualified, available physicians and/or clinical staff that are in good standing and are necessary for Buyer or any of its Affiliates to provide such Frisbie Hospital Service;

(b) the Hospital experiences a significant decrease in patient volumes for such Frisbie Hospital Service for any reason not within the reasonable control of Buyer or any of its Affiliates, which, for purposes of this Agreement, shall be deemed to have occurred if (i) the average monthly patient volume for such Frisbie Hospital Service during any eighteen (18) consecutive month period following the Effective Time is less than sixty-seven percent (67%) of the average monthly patient volume for such Frisbie Hospital Service during the twelve (12) consecutive month period immediately preceding the Effective Time; or (ii) the actual or projected patient volume for such Frisbie Hospital Service becomes insufficient to achieve or maintain the level of safety and quality for such Frisbie Hospital Service that is at least equal to, or better than, the median level of safety and quality at Portsmouth Regional Hospital located in Portsmouth, New Hampshire;

(c) a change in Law (or interpretation thereof) that either (i) has a material adverse effect on the provision of such Frisbie Hospital Service at the Hospital, or (ii) occurs from and after the second (2nd) anniversary of the Effective Time that individually, or cumulatively, materially adversely changes the manner or amount of reimbursement paid to providers of healthcare services of the type provided by the Hospital, including (A) Medicare for all, (B) a Medicare buy in option that allows a significant expansion of Medicare coverage beyond current Law, (C) a public option that allows individuals or groups to purchase healthcare coverage through a Governmental Authority or (D) any other change in Law that based on reasonable projections prepared by Buyer would have, once fully implemented, reduced the net revenues of the Hospital for the twelve (12) month period ending on the Balance Sheet Date by more than ten percent (10%);

(d) from and after the first (1st) anniversary of the Effective Time, such Frisbie Hospital Service is no longer financially viable, meaning that, for a period of at least twelve (12) consecutive months following the first (1st) anniversary of the Effective Time, there has been an actual Financial Loss for the provision of such Frisbie Hospital Service at the Hospital;

(e) a change in the needs of the communities, including as a result of services being provided by one or more third parties, within the service area of the Hospital reasonably necessitating a termination of the provision of such Frisbie Hospital Service at the Hospital; or

(f) the provision of such Frisbie Hospital Service at the Hospital fails to achieve or maintain the level of safety and quality for such Frisbie Hospital Service that is at least equal to, or better than, the median level of safety and quality for the provision of similar services at Portsmouth Regional Hospital located in Portsmouth, New Hampshire.

“Contingency Notice” is defined in Section 7.11(b).

“Continuing Obligations” is defined in Section 7.10(a).

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

“**Copyrights**” means all copyrights, whether in published or unpublished works; web site and online application rights; rights to compilations, collective works and derivative works of any of the foregoing; and registrations and applications for registration for any of the foregoing and any renewals or extensions thereof.

“**Cost Report**” means any cost report (and all forms, worksheets, schedules and other attachments related thereto) required to be filed in respect of the Business or the Facilities pursuant to a Government Program or any third-party payor program.

“**Covered Person**” means any officer, director, manager, employee or independent contractor of (a) Buyer Employer or any of Buyer Employer’s Affiliates who, as of any date of determination, works at, or provides services to, the Business, or worked at, or provided services to, the Business at any time during the twelve (12) month period prior to such date of determination, or (b) any Seller or Seller Affiliate, working at, or providing services to, the Business, at any time during the six (6) month period immediately prior to the Effective Time.

“**Credentialing and Medical Staff Records**” is defined in Section 2.2(g).

“**Damaged Assets**” is defined in Section 6.15.

“**De Minimis Claims**” is defined in Section 10.1(b).

“**Deeds**” is defined in Section 3.2(a).

“**Diligence Period**” is defined in Section 7.18(d).

“**Disclosure Schedules**” means the disclosure schedules of Sellers solely with respect to Article 4 and the disclosure schedules of Buyer solely with respect to Article 5.

“**Dispute Notice**” is defined in Section 7.11(b).

“**Distributions**” is defined in Section 7.21(c).

“**Distribution Period**” means the twelve (12) month period commencing on the Closing Date and each subsequent twelve (12) month period through the tenth (10th) anniversary of the Closing Date.

“**Domain Name Assignment Agreement**” is defined in Section 3.2(g).

“**Domain Names**” means Internet electronic addresses, uniform resource locators and alphanumeric designations associated therewith registered with or assigned by any domain name registrar, domain name registry or other domain name registration authority as part of an electronic address on the Internet, rights in social media accounts and social media pages, and all applications for any of the foregoing.

“**Draft Schedules**” is defined in Section 13.17.

“**Earnings**” is defined in Section 7.21(a).

“**Effective Time**” is defined in Section 3.1.

“**Eligible COBRA Enrollee**” is defined in Section 7.16(a).

“**Employed Practitioner**” means a Practitioner who is a Seller Employee.

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

“**End Date**” is defined in Section 12.1(b).

“**Environmental Condition**” means any event, circumstance or conditions related in any manner whatsoever to: (a) the current or past presence or spill, emission, discharge, disposal, release or threatened release of any hazardous, infectious or toxic substance or waste (each term as defined by any applicable Environmental Laws) or any chemicals, pollutants, petroleum, petroleum products or oil, infectious waste material, medical waste, human tissue, syringes, needles, any material contaminated with bodily fluids of any type, character or nature, friable asbestos, toxic mold and poly-chlorinated biphenyls (“**PCBs**”) (collectively, “**Hazardous Materials**”), into the environment; (b) the on-site or off-site treatment, storage, disposal or other handling of any Hazardous Material originating on or from the Business or any portion of the Real Property; (c) the placement of structures or materials into waters of the United States; (d) the presence of any Hazardous Materials in any building, structure or workplace or on any portion of the Real Property; or (e) any violation of Environmental Laws at or on any portion of the Real Property or arising from the activities of any Seller, any Seller Affiliate, or any other Person at the Facilities involving Hazardous Materials.

“**Environmental Laws**” means all Laws relating to pollution, the environment or human health and safety (including worker health and safety), including the Comprehensive Environmental Recovery, Compensation, and Liability Act, as amended, 42 U.S.C. § 6901, *et seq.*, the Clean Air Act, 42 U.S.C. § 7401; OSHA; and all other Laws relating to emissions, discharges, releases, or threatened releases of pollutants, contaminants, chemicals, pesticides, or industrial, infectious, toxic or hazardous substances or wastes into the environment (including ambient air, surface water, groundwater, land surface or subsurface strata) or otherwise relating to the processing, generation, distribution, use, treatment, storage, disposal, transport, or handling of pollutants, contaminants, chemicals, or industrial, infectious, toxic, or hazardous substances or wastes.

“**ERISA**” is defined in Section 4.24(a).

“**ERISA Controlled Group**” is defined in Section 4.24(d).

“**Escrow Account**” is defined in Section 2.7(c).

“**Escrow Agent**” means JPMorgan Chase Bank, N.A.

“**Escrow Agreement**” is defined in Section 3.2(f).

“**Escrow Amount**” means \$8,000,000.

“**Escrow Release Date**” is defined in Section 10.11.

“**Estimated Assumed Indebtedness**” is defined in Section 2.6.

“**Estimated Business Loss**” is defined in Section 6.15.

“**Estimated Closing Statement**” is defined in Section 2.6.

“**Estimated Purchase Price**” is defined in Section 2.6.

“**Estimated Seller Net Sale Proceeds**” is defined in Section 2.6.

“**Estimated Working Capital**” is defined in Section 2.6.

“**Exception Claim**” is defined in Section 10.3(a).

“**Excess Wind Down Budget Amounts**” is defined in Section 7.19.

“**Excluded Assets**” is defined in Section 2.2.

“**Excluded Contracts**” means all Contracts other than the Assumed Contracts.

“**Excluded Foundation Assets**” is defined in Section 2.2(m).

“**Excluded Liabilities**” is defined in Section 2.4.

“**Exhibits**” means the exhibits to this Agreement.

“**Facilities**” means the Hospital and all other healthcare facilities, healthcare operations, or Physician practices owned, leased, managed or operated by any Seller or Seller Affiliate related to or associated with the Hospital and all assets and operations ancillary to or associated with any of the foregoing.

“**Fair Market Value**” is defined in Section 7.18(e).

“**False Claims Act**” is defined in Section 4.11(d).

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

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

“**Final Resolution Date**” means the earliest to occur of (a) sixty (60) days after delivery of the Closing Statement if a Post-Closing Notice of Disagreement is not timely received by Buyer in accordance with Section 2.8, (b) the date Buyer and Sellers resolve in writing all differences they have with respect to the matters specified in a Post-Closing Notice of Disagreement, if timely received by Buyer in accordance with Section 2.8 or (c) the date all disputed matters set forth in a Post-Closing Notice of Disagreement, if timely received by Buyer in accordance with Section 2.8, are finally resolved in writing by the Accounting Firm in accordance with Section 2.8.

“**Financial Loss**” means, with respect to a Frisbie Hospital Service, the total cost (direct and indirect, with the indirect cost of such Frisbie Hospital Service determined using the methodology set forth on Schedule 1C) of providing such Frisbie Hospital Service, less the cash revenue attributable to such Frisbie Hospital Service.

“**First Arbitrator**” is defined in Section 13.3(d)(ii).

“**Force Majeure**” means an event or effect that cannot be reasonably controlled by the Party affected, including acts of nature (including fire, flood, earthquake, hurricane, tornado, lightning or other natural disaster), war, terrorist activities, sabotage, government prohibition, labor dispute, strike, lockout, partial or entire failure of utilities or other vital supplies, acts or omissions of any Governmental Authority or Laws issued by any Governmental Authority.

“**Foundation**” is defined in the preamble to this Agreement.

“**Frisbie Allocated Expenses**” is defined in Section 2.7(a).

“**Frisbie Hospital Services**” is defined in Section 7.11.

“**Frisbie Memorial**” is defined in the preamble to this Agreement.

“**FTC**” means the Federal Trade Commission.

“**FTC Red Flag Rules**” means the regulations set forth in 16 C.F.R. Part 681.

“**Funds**” is defined in Section 7.21(a).

“**Funds Account**” is defined in Section 7.21(a).

“**GAAP**” means United States generally accepted accounting principles and practices as in effect from time to time.

“**Granite Care**” means Granite State Express Care, LLC, a New Hampshire limited liability company.

“**Granite Lab**” is defined in the preamble to this Agreement.

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

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

“**Governmental Patient Receivables**” is defined in Section 2.1(o).

“**Hazardous Materials**” is defined in the definition of Environmental Condition.

“**HCA**” means HCA Healthcare, Inc., a Delaware corporation.

“**HIPAA**” means the Administrative Simplification Provisions of title II, subtitle F, of the Health Insurance Portability and Accountability Act of 1996 (Pub. Law No. 104-191) and all regulations promulgated thereunder, including the Privacy Standards (45 C.F.R. Parts 160 and 164), the Electronic Transactions Standards (45 C.F.R. Parts 160 and 162), the Security Standards (45 C.F.R. Parts 160, 162

and 164), and the Breach Notification Rule (45 C.F.R. Parts 160 and 164 Parts A and D) as amended by the HITECH Act, the 21st Century Cures Act (Pub. L. 114-255), and as otherwise may be amended from time to time by Congress and/or rulemaking authority of the Secretary of the Department of Health and Human Services.

“Historical Financial Information” is defined in Section 4.5(a).

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

“Hospital” is defined in the recitals to this Agreement.

“Immediate Family Member” means husband or wife; birth or adoptive parent, child, or sibling; stepparent, stepchild, stepbrother, or stepsister; father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, or sister-in-law; grandparent or grandchild; and spouse of a grandparent or grandchild.

“Immigration Act” means the Immigration Reform and Control Act of 1986.

“Indebtedness” means, at any specified time (without duplication), any of the following Liabilities of any Person (whether or not contingent and including any and all principal, accrued and unpaid interest, prepayment premiums or penalties, related expenses, commitment and other fees, sale or liquidity participation amounts, reimbursements, indemnities and other amounts which would be payable in connection therewith): (a) any Liabilities of such Person for borrowed money or in respect of loans or advances; (b) any Liabilities of such Person evidenced by bonds, debentures, notes, or other similar instruments or debt securities; (c) any Liabilities of such Person as lessee under any lease or similar arrangement required to be recorded as a capital lease in accordance with GAAP; (d) all Liabilities of such Person under or in connection with letters of credit or bankers’ acceptances, performance bonds, sureties or similar obligations; (e) any Liabilities of such Person to pay the deferred purchase price of property, goods or services other than those trade payables incurred in the ordinary course of business, which are not more than sixty (60) days past due; (f) all Liabilities of such Person arising from cash/book overdrafts; (g) all Liabilities of such Person under conditional sale or other title retention agreements; (h) all Liabilities of such Person with respect to vendor advances or any other advances made to such Person; (i) all Liabilities of such Person arising out of interest rate and currency swap arrangements and any other arrangements designed to provide protection against fluctuations in interest or currency rates; (j) all Liabilities to purchase, redeem, retire, defease or otherwise make any payment in respect of any equity interests or any warrant, right or option to acquire such equity interest, valued, in the case of a redeemable preferred interest, at the greater of its voluntary or involuntary liquidation preference plus accrued and unpaid dividends; (k) any Liabilities of such Person related to unfunded 401(k) plans, pension plans, profits sharing plans or similar retirement plan or obligations; and (l) any Liabilities of others guaranteed by, or secured by any Encumbrance on the assets of, such Person, whether or not such indebtedness, liabilities or obligations shall have been assumed by such Person or is limited in recourse.

“Indemnified Party” means a Buyer Indemnified Party or a Seller Indemnified Party, as the case may be, seeking indemnification pursuant to Article 10.

“Indemnifying Party” means a Party from whom indemnification is sought pursuant to Article 10.

“**Information Privacy or Security Laws**” means HIPAA and all other Laws applicable to Sellers concerning the privacy or security of Personal Information, including applicable state data breach notification Laws, state health privacy and information security Laws, the Federal Trade Commission Act, 15 U.S.C. §§ 41-58, as amended, the FTC Red Flag Rules and applicable state consumer protection Laws.

“**Information Technology Systems**” means all information technology systems, Software, computers, workstations, databases, routers, hubs, switches, networks and other information technology equipment used or held for use in, or otherwise relating to, the Business.

“**Initial Funds**” is defined in Section 7.21(a).

“**Insurance Policies**” is defined in Section 4.23.

“**Intellectual Property**” means any and all of the following, and rights in, arising out of, or associated therewith, throughout the world: Copyrights, Domain Names, Patents, Trademarks and Trade Secrets, Software, any other proprietary rights now known or hereafter recognized in any jurisdiction worldwide, copies and tangible embodiments thereof (in whatever form or medium), and the right to sue and recover damages or other remedies for past, present and future infringement, misappropriation, dilution, or other violation thereof.

“**Intellectual Property Contracts**” means all Contracts (including licenses, indemnification agreements, co-existence agreements, and covenants not to sue) that relate to the Transferred Intellectual Property, including any Contracts: (a) under which any Seller has granted or agreed to grant to any other person any license, covenant, release, immunity or other right that applies to any Owned Intellectual Property (including any source code escrow agreements); or (b) under which any other Person has granted or agreed to grant to a Seller any license, covenant, release, immunity or other right with respect to Intellectual Property rights or technology; provided, however, that “Intellectual Property Contracts” shall not include Contracts for Commercial Software.

“**Inventory**” means all usable inventory and supplies used or held for use in, or otherwise relating to, the Business.

“**Investment Guidelines**” is defined in Section 8.16.

“**IRS**” means the Internal Revenue Service.

“**Joint Venture Entity**” means New Hampshire Imaging Services, Inc.

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

“**Knowledge of Buyer**” means the actual knowledge after due inquiry of Joseph A. Sowell, III (Chief Development Officer of HCA) and his replacement, if any.

“**Knowledge of Sellers**” means the actual knowledge after due inquiry of Brian Hughes (Chairman of the Board of Trustees), Jocelyn Caple (Chief Executive Officer), Jim Hutchinson (Chief Financial Officer), John Levitow (Chief Nursing Officer), Christi Green (Vice President of Human Resources) and T.J. Jean (Vice President of Physician Practices Services) and any of their respective replacements, if any.

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

“**Lease Assignment**” is defined in Section 3.2(b).

“**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, any Seller or Seller Affiliate and used or held for use in, or otherwise relating to, the Business, together with all rights, easements and privileges appertaining or relating to such real property, and all improvements located on such real property.

“**Letter Agreement**” means that certain Confidential Letter Agreement dated as of the date of this Agreement by and among the Parties.

“**Liability**” means any liability, Indebtedness, obligation, deficiency, interest, Tax, penalty, fine, claim, demand, judgment, cause of action or other Losses (including loss of benefit or relief), cost or expense of any kind or nature whatsoever, whether known or unknown, asserted or unasserted, absolute, fixed or contingent, accrued or unaccrued, liquidated or unliquidated, recorded or unrecorded, due or to become due or otherwise, and regardless of when asserted.

“**Loss**” or **Losses**” means any and all losses, Liabilities, Proceedings, causes of action, costs, damages (including lost profits, multiplied damages, diminution of value, consequential damages, special damages, incidental damages or other similar damages) or expenses, whether or not arising from or in connection with any Third-Party Claims (including interest, penalties, reasonable attorneys’, consultants’ and experts’ fees and expenses and all amounts paid in investigation, defense or settlement of any of the foregoing); provided, that Losses shall not include punitive or exemplary damages except to the extent awarded in connection with a Third-Party Claim.

“**Maintenance Period**” is defined in Section 7.9.

“**Malicious Code**” means any virus, Trojan horse, worm, ransom ware, back door, time bomb, drop dead device or other software routines or hardware components designed to permit unauthorized access, to disable, erase or otherwise harm Software, hardware or data, or to disable a computer program automatically with the passage of time or under the positive control of a Person other than the user of the program.

“**Material Adverse Effect**” means any change, fact, circumstance, occurrence, event, effect or condition that, individually or in the aggregate with all other changes, facts, circumstances, occurrences, events, effects or conditions, directly or indirectly, results in, or could reasonably be expected to result in, a material adverse effect on (a) the ability of any Seller to consummate the Contemplated Transactions or (b) the business, operation, condition (financial or otherwise), results of operations, prospects, assets or Liabilities of the Facilities, the Business, the Real Property or the Purchased Assets, except to the extent resulting from (i) changes in general local, domestic, foreign, or international economic conditions, (ii) changes generally affecting the healthcare industry, (iii) acts of war, sabotage or terrorism, military actions or the escalation thereof, (iv) any changes in applicable Law or accounting rules or principles, including changes in GAAP, or (v) the announcement of the Contemplated Transactions; provided, that, in each case of clauses (i), (ii), (iii) and (iv), such change, fact, circumstance, occurrence, event, effect or condition does not affect the Hospital or the other Facilities, in a substantially disproportionate manner relative to other similarly-situated hospitals or facilities.

“**Material Contracts**” is defined in Section 4.19(a).

“**Monetary Lien**” means any mortgages, security interests, liens, tax or assessment liens or Liabilities affecting any of the Real Property.

“**Net Working Capital**” means, as of any date of determination, the excess of (a) the current assets of the Business included in the line items set forth on Schedule 1A as of such date, but only to the extent acquired as a Purchased Asset pursuant to and in accordance with the terms of this Agreement, less (b) the current Liabilities (including the Liability as of immediately prior to the Effective Time for the Assumed Paid Time Off) of the Business included in the line items set forth on Schedule 1A as of such date, but only to the extent acquired as an Assumed Liability pursuant to and in accordance with the terms of this Agreement, in each case, calculated in accordance with GAAP, as applied to calculate the example set forth on Schedule 1A; provided, that Net Working Capital shall not include any Excluded Assets or Excluded Liabilities. An example calculation of Net Working Capital as of the Balance Sheet Date, which shall be used as a template for the calculation of Net Working Capital, is attached hereto as Schedule 1A.

“**New England Life Care**” means New England Life Care, Inc., a Maine public benefit, nonprofit corporation.

“**Non-Employed Practitioner**” means a Practitioner who is not a Seller Employee.

“**Non-Transferable Receivables**” is defined in Section 2.1(p).

“**Non-Updating Party**” is defined in Section 6.4(c).

“**NPIs**” is defined in Section 2.1(l).

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

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

“**Open Source Materials**” means Software (including source code, object code, libraries and middleware) or other materials that are licensed pursuant to the GNU General Public License (GPL), the GNU Lesser Public License (LGPL), the GNU Affero General Public License (AGPL), the Mozilla Public License, the BSD Licenses, the Artistic License, the Common Development and Distribution License, the Eclipse Public License, all Creative Commons “sharealike” licenses, any other license approved as an open source license by the Open Source Initiative or other similar licensing regimes, or any license that requires, as a condition of use, modification or distribution of such Software or other materials, that such Software or other materials, or any other Intellectual Property incorporated into, derived from, used, or distributed with such Software or other materials: (a) in the case of Software, be made available or distributed in a form other than binary (e.g., source code form); (b) be licensed for the purpose of preparing derivative works; (c) be licensed under terms that allow such Software or materials or portions thereof or interfaces therefor to be reverse engineered, reverse assembled or disassembled (other than by operation of Law) or (d) be redistributable at no license fee.

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

“**OSHA**” means the Occupational Safety and Health Act, 29 U.S.C. § 600, *et seq.*

“**Other Patient Receivables**” is defined in Section 2.1(q).

“**Other Receivables**” is defined in Section 2.1(r).

“**Other Transfer Taxes**” means any sales, use, transfer, value added and stock transfer and any similar Taxes imposed by a Governmental Authority on the Contemplated Transactions that are not Real Property Transfer Taxes.

“**Owned Intellectual Property**” means any and all Intellectual Property, to the extent used or held for use in, or otherwise relating to, the Business or the Purchased Assets, that is owned or purported to be owned by any Seller or Seller Affiliate.

“**Owned Real Property**” means all real property that is owned in whole or in part by any Seller or Seller Affiliate that is (a) used or held for use in, or otherwise relating to, the Business, (b) currently under development for use in the Business, or (c) undeveloped or unused real property, in each case, together with all rights and interests under any Third Party Leases, all improvements, buildings or fixtures located thereon or therein, all easements, rights of way, and other appurtenances thereto (including appurtenant rights in and to public street(s)), all architectural plans or design specifications relating to the development thereof, and all claims and recorded or unrecorded interests therein, including any and all options to acquire such real property.

“**Paid Time Off**” means the Seller Employees’ accrued vacation, sick, holiday or other paid time off and related Taxes and other payroll obligations.

“**Party**” or **Parties**” is defined in the preamble to this Agreement.

“**Pass-Thru Payments**” is defined in Section 7.4(b).

“**Patents**” means all patents, industrial and utility models, industrial designs, certificates of invention, and any other indicia of invention ownership issued or granted by any Governmental Authority, including all provisional applications, priority and other applications, divisionals, continuations (in whole or in part), extensions, reissues, reexaminations or equivalents or counterparts of any of the foregoing.

“**Patient Receivables Target**” means an amount equal to \$15,000,000.

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

“**PCBs**” is defined in the definition of Environmental Condition.

“**Permit**” means any consent, ratification, registration, waiver, authorization, license, permit, grant, franchise, concession, exemption, order, notice, certificate or clearance issued, granted, given, or otherwise made available by or under the authority of any Governmental Authority or pursuant to any Law.

“**Permitted Encumbrances**” means (a) zoning and building Laws, ordinances, resolutions and regulations, (b) statutory liens for real property Taxes not due and payable on or before the Effective Time, (c) liens for assessments and other governmental charges related to municipal water and sewer charges not due and payable on or before the Effective Time, (d) liens related to the Assumed Capital Leases and (e) title and survey matters approved by Buyer in accordance with Section 6.6. No Monetary Lien will be deemed a Permitted Encumbrance except as expressly set forth in this Agreement.

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

“**Personal Information**” means any information with respect to which there is a reasonable basis to believe that the information can be used to identify an individual, including “individually identifiable health information” as defined in 45 C.F.R. § 160.103, demographic information, and Social Security numbers.

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

“**Petitioner**” is defined in Section 13.3(d)(ii).

“**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.

“**Plans**” is defined in Section 4.24(a).

“**Post-Closing Notice of Disagreement**” is defined in Section 2.8(b).

“**Power of Attorney**” is defined in Section 3.2(e).

“**Practitioner**” or “**Practitioners**” means the Physicians and other licensed professional providers who provide services to the Business.

“**Prepaid Expenses**” means all prepaid expenses made with respect to the Business that are assumable and result in an economic benefit to Buyer.

“**Pre-Closing Patient Receivables**” means all Governmental Patient Receivables and Other Patient Receivables arising prior to the Closing Date.

“**Private Program**” is defined in Section 4.9.

“**Proceeding**” means any action, arbitration, charge, claim, complaint, demand, dispute, audit, grievance, hearing, inquiry, investigation, self-disclosure, litigation, proceeding, qui tam action, suit (whether civil, criminal, administrative, judicial, or investigative) commenced, brought, conducted, or heard by or before, or otherwise involving, any (a) Governmental Authority, (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, whether at law or in equity.

“**Property Taxes**” means all ad valorem, real property and personal property Taxes, all general and special private and public assessments relating to real property and all similar obligations and Taxes.

“**Property Tax Statement**” is defined in Section 2.9(b).

“**Purchase Price**” is defined in Section 2.5.

“**Purchased Assets**” is defined in Section 2.1.

“**Qualified COBRA Enrollee**” is defined in Section 7.16(b).

“**Real Property**” means, collectively, the Owned Real Property and the Leased Real Property.

“**Real Property Transfer Taxes**” means any real property transfer Taxes imposed by a Governmental Authority on the transfer of Real Property.

“**Reference Balance Sheet**” is defined in Section 4.5(a)(ii).

“**Referral Source**” means any of the following: (a) a Physician, an Immediate Family Member of a Physician, or an entity owned in whole or in part by a Physician or by an Immediate Family Member of a Physician; (b) any other Person who (i) makes, who is in a position to make, or who could influence the making of referrals of patients to any health care facility; (ii) has a provider number issued by Medicare, Medicaid or any other Government Program; or (iii) provides services to patients who have conditions that might need to be referred for clinical or medical care, and participates in any way in directing, recommending, arranging for or steering patients to any health care provider or facility; or (c) any Person or entity that is an Affiliate of any Person or other entity described in clause (a) or (b) above.

“**Remediation Period**” means, with respect to any occurrence of Force Majeure, the period following such occurrence that Buyer or its applicable Affiliate requires to remediate any damage to property, plant or equipment resulting from such Force Majeure and/or the period that Buyer or its applicable Affiliate requires to resume operations or other status or activity that have been stopped, curtailed or otherwise disrupted as a result of such Force Majeure, including the period of any delay in construction resulting from such Force Majeure.

“**Replacement Charitable Organization**” is defined in Section 7.21(h).

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

“**Respondent**” is defined in Section 13.3(d)(ii).

“**Restricted Area**” means the following counties: Strafford County, New Hampshire; Carroll County, New Hampshire; Rockingham County, New Hampshire; Belknap County, New Hampshire; York County, Maine; and Oxford County, Maine.

“**Restricted Business**” means any healthcare facility, business or service that may now or hereafter compete with the Facilities, whether provided in-person or through tele-medicine or other remote platform, including the following: acute care hospitals; long term acute care hospitals; psychiatric hospitals; specialty hospitals; ambulance or other healthcare related transportation services; medical office buildings; cancer treatment centers (including outpatient radiation oncology centers, gamma-knife centers and cyber-knife centers); children’s, cardiac, rehabilitation, orthopedic, cancer, neuro, trauma or other facilities that specialize in one or more disease states; Physician practices; outpatient clinics, including surgery, urgent care, pain, burn, trauma, stroke, cancer and endoscopy centers; ambulatory

surgery centers; free-standing emergency facilities or departments; psychiatric services; diagnostic imaging services; neonatal intensive care facilities; physical therapy facilities; catheterization laboratories; nursing facilities; parking facilities; and facilities used in or connection with or in support of any such healthcare facility, business or service, including non-healthcare and administrative services such as parking, transportation, maintenance, dieting, linen, repair, engineering, and business, administrative, and technical support.

“**Restricted Names**” is defined in Section 2.1(j).

“**Restricted Period**” means the period beginning as of the Effective Time and ending on the fifth (5th) anniversary of the Effective Time.

“**Retirement Plans**” is defined in Section 4.24(f).

“**Schedules**” means the Disclosure Schedules and any other schedule to this Agreement.

“**Schedule Supplement**” is defined in Section 6.4(c).

“**Seacoast Clinic**” is defined in the preamble to this Agreement.

“**Second Arbitrator**” is defined in Section 13.3(d)(ii).

“**Seller**” or “**Sellers**” is defined in the preamble to this Agreement.

“**Seller Affiliate**” means any Affiliate of any Seller.

“**Seller Bank Accounts**” is defined in Section 4.31.

“**Seller Cap**” is defined in Section 10.1(d).

“**Seller Cost Reports**” is defined in Section 7.4(a).

“**Seller Directors**” is defined in Section 7.10(a).

“**Seller Employees**” means the employees of any Seller or Seller Affiliate who (i) work at the Facilities or (ii) otherwise provide services to the Business.

“**Seller Fundamental Representations**” means, collectively, the representations and warranties set forth in Section 4.1 (Organization; Capacity), Section 4.2 (Authority; Non-contravention; Binding Agreement), Section 4.3 (Subsidiaries; Minority Interests), Section 4.4 (Title to Assets; Sufficiency and Condition of Assets) and Section 4.33 (Brokers and Finders).

“**Seller Indemnified Parties**” is defined in Section 10.2(a).

“**Seller Net Sale Proceeds**” means, as of any date of determination, an amount equal to the Purchase Price (a) minus (i) the Frisbie Allocated Expenses, (ii) the aggregate amount paid pursuant to Section 2.7(b), (iii) the premium payments paid for the Tail Policies, (iv) the amounts set forth in the Wind Down Budget, (v) the Collection Shortfall, if any, (vi) any amounts paid by Sellers to Buyer on or after the Closing Date pursuant to Section 2.9, (vii) the COBRA Continuation Amount, and (b) plus (i) the Collection Excess, if any, (ii) any and all Applicable Cash, (iii) all interest earned on the funds held in the Escrow Account pursuant to the Escrow Agreement, (iv) the Excess Wind Down Budget Amounts, (v) any amounts paid by Buyer to Sellers on or after the Closing Date pursuant to Section 2.9, and (vi)

any amounts paid by Buyer to Sellers pursuant to Section 7.12(c), in each case with respect to the foregoing matters set forth in (a) and (b), calculated as of such date of determination.

“Seller Representative” means Foundation or any successor appointed pursuant to Section 7.20(b).

“Seller Significant Representations” means, collectively, the representations and warranties set forth in Section 4.6 (Permits and Approvals), Section 4.7 (Statutory Funds), Section 4.8 (Accreditation), Section 4.9 (Government Program Participation; Private Programs; Reimbursement), Section 4.10 (Third-Party Payor Costs Reports), Section 4.11 (Compliance with Laws), Section 4.12 (Information Privacy and Security Compliance), Section 4.13 (Compliance Program) and Section 4.27 (Tax Matters).

“Seller Threshold” is defined in Section 10.1(c).

“Seller Unrecovered Losses” is defined in Section 10.2(f).

“Senior Management Personnel” means the individuals or positions of Sellers identified on Schedule 1B.

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

“Software” means computer software, and all source code, object code, specifications, documentation, compilations of data or information, including data and information contained in computerized databases (machine readable or otherwise), system documentation, including development, diagnostic, support, and user training materials, and program architecture associated therewith, including related descriptions, flow-charts, and materials used to design plan, and organize any of the foregoing.

“Straddle Period” is defined in Section 11.2(b).

[REDACTED]

[REDACTED]

“Strafford Health Alliance” means Strafford Health Alliance, a New Hampshire nonprofit corporation.

[REDACTED]

[REDACTED]

[REDACTED]

“Super Cap” is defined in Section 10.1(e).

“Surveyor” is defined in Section 6.6(b).

“Surveys” is defined in Section 6.6(b).

“**Survival Expiration Date**” is defined in Section 10.9.

“**Tail Policies**” is defined in Section 6.17.

“**Target Working Capital**” means an amount equal to \$7,500,000.

“**Tax Proceeding**” is defined in Section 11.4.

“**Tax Returns**” means any return, declaration, report, claim for refund, or information return or statement relating to Taxes, including any schedule or attachment thereto, and including any amendment thereof.

“**Taxes**” means (a) any and all federal, state, local, foreign and other taxes, including net income, gross income, gross receipts, sales, use, ad valorem, hospital, provider, unclaimed property, transfer, franchise, profits, license, lease, rent, service, service use, withholding, payroll, employment, excise, severance, privilege, stamp, occupation, premium, property, windfall profits, alternative minimum, estimated, customs, duties or other taxes, and other governmental fees, assessments or charges of any kind whatsoever, together with any interest and any penalties, additions to tax or additional amounts with respect thereto, (b) any Liability for payment of amounts described in clause (a) as a result of successor or transferee Liability or otherwise through operation of Law, and (c) any Liability for the payment of amounts described in clauses (a) or (b) as a result of any tax sharing, tax indemnity or tax allocation agreement or any other express or implied agreement to indemnify any other Person.

“**Tenant Lease**” means any lease, sublease, license, occupancy agreement or other contractual obligation pursuant to which any Seller currently leases, subleases, licenses or otherwise uses, possesses or occupies all or some portion of the Leased Real Property (together with any applicable amendments, supplements, exhibits, addenda and modifications thereto).

“**Terminated Seller Employee**” is defined in Section 7.16(a).

“**Third Arbitrator**” is defined in Section 13.3(d)(ii).

“**Third Party Lease**” means any lease, sublease, license, occupancy agreement or other contractual obligation pursuant to which any Seller currently leases, subleases, licenses or otherwise grants a right to use, possess or occupy to a third party all or some portion of the Real Property, together with any amendments, supplements, exhibits, addenda and modifications thereto.

“**Third-Party Claim**” is defined in Section 10.3(a).

“**Title and Survey Objections**” is defined in Section 6.6(c).

“**Title Company**” means First American Title Insurance Company.

“**Title Policy**” is defined in Section 6.6(a).

“**Trade Secrets**” means anything that would constitute a “trade secret” under applicable Law, know how, inventions, processes, procedures, designs and similar proprietary or confidential business information, including formulas, compositions, technical data, designs, drawings, specifications, financial, marketing and business data, customer and supplier lists and information, pricing and cost information, business and marketing plans and proposals).

“**Trademarks**” means trademarks, service marks, trade names (including fictitious, assumed and d/b/a names), certification marks, collective marks, and other proprietary rights to any words, names, slogans, symbols, logos or combinations thereof used to identify, distinguish and indicate the source or origin of goods or services; registrations, renewals, applications for registration, equivalents and counterparts of the foregoing; and the goodwill of the business associated with each of the foregoing.

“**Transaction Documents**” means this Agreement, the Deeds, the Bill of Sale, the Assignment and Assumption Agreement, the Lease Assignments, the Power of Attorney, the Domain Name Assignment Agreement, the Escrow Agreement, and the other certificates, Contracts, instruments, and documents delivered or executed in connection with the Contemplated Transactions.

“**Transferred Employee**” is defined in Section 7.1(b).

“**Transferred Equity Interests**” means the equity interest in the Joint Venture Entity that is held by Foundation as of the date hereof.

“**Transferred Information Technology Systems**” means any and all Information Technology Systems, to the extent used or held for use in, or otherwise relating to, the Business that are owned or purported to be owned or licensed, or purported to be licensed, in whole or in part, by or to any Seller or Seller Affiliate, other than any Intellectual Property included in the definition of Excluded Assets.

“**Transferred Intellectual Property**” means any and all Intellectual Property, to the extent used or held for use in, or otherwise relating to, the Business or the Purchased Assets that is owned or purported to be owned or licensed or purported to be licensed, in whole or in part, by or to any Seller or Seller Affiliate, other than any Intellectual Property included in the definition of Excluded Assets.

“**Transferred Seller Bank Accounts**” is defined in Section 2.1(s).

“**Uninsured and Charity Care Policies**” means the policies for charity care and uninsured patients attached as Schedule 1D.

“**Updating Party**” is defined in Section 6.4(c).

“**VDR**” is defined in Section 1.2(l).

“**WARN Act**” means the Worker Adjustment and Retraining Notification Act, 29 U.S.C. §§ 2101, *et seq.* and any comparable New Hampshire state or local Law.

“**Wind Down Budget**” is defined in Section 8.14.

1.2 **Interpretation.** In this Agreement, unless the context otherwise requires:

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

(b) references to “Articles” and “Sections” are references to articles and sections of this Agreement;

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

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

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

(f) unless the context requires otherwise, references to any Law are references to that Law as of the Closing Date, and shall also refer to all rules and regulations promulgated thereunder;

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

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

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

(j) the provisions of this Agreement shall be interpreted in such a manner so as not to inequitably benefit or burden any Party through “double counting” of assets or Liabilities or failing to recognize benefits that may result from any matters that impose losses or burdens on any Party, including in connection with (i) the determination of the adjustments contemplated by Section 2.8; and (ii) the calculation of Losses;

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

(l) the phrases “Sellers have delivered,” “Sellers have provided,” “Sellers have made available” and phrases of similar import shall mean that, prior to the date hereof, Sellers have made the document or information in question available by posting a copy thereof to the Intralinks data room titled “Frisbie Memorial Health” (the “VDR”) prior to the date of this Agreement;

(m) references to the “ordinary course of business” shall mean the ordinary course of business consistent with past practice;

(n) references to “day” shall mean calendar day, unless otherwise specified herein;

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

(p) nothing in the Disclosure Schedules shall be deemed adequate to disclose an exception to a representation or warranty herein unless the Disclosure Schedule identifies the exception with reasonable particularity and describes the relevant facts in reasonable detail. Without limiting the generality of the foregoing, the mere listing (or inclusion of a copy) of a document or other item shall not

be deemed adequate to disclose an exception to a representation or warranty made herein (unless the representation or warranty has to do with the existence of the document or other item itself); and

(q) each representation, warranty and covenant contained herein shall have independent significance. If any Party has breached any representation, warranty or covenant contained herein in any respect, the fact that there exists another representation, warranty or covenant relating to the same subject matter (regardless of the relative levels of specificity) that such Party has not breached shall not detract from or mitigate the fact that the Party is in breach of the first representation, warranty or covenant.

2. SALE OF ASSETS AND CERTAIN RELATED MATTERS.

2.1 **Sale of Purchased Assets.** On the terms and subject to the conditions set forth in this Agreement, Sellers shall sell, assign, convey, transfer and deliver to Buyer, and Buyer shall purchase, acquire, and accept as of the Effective Time, good and marketable title to the Purchased Assets, free and clear of all Encumbrances (other than Permitted Encumbrances). “**Purchased Assets**” means all assets, properties, rights, and interests of every description, wherever situated and of whatever kind and nature, whether real, personal or mixed, tangible or intangible, used in or held for use in, or otherwise relating to, the Business (other than the Excluded Assets), including the following items:

(a) fee simple title to the Owned Real Property and the rights of any Seller or Seller Affiliate against third parties under general warranty deeds or limited warranty deeds related to any such Owned Real Property;

(b) leasehold title to the Leased Real Property and all other interests of Sellers in all Tenant Leases, Third Party Leases, and leasehold improvements;

(c) all Personal Property;

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

(e) all Prepaid Expenses;

(f) originals, or where not available, copies (including in electronic format), of all medical records, patient files, and other written accounts of the medical history of the Business’ patients maintained in connection with the Business, to the extent transferable by Law;

(g) the Books and Records;

(h) the Contracts listed on Schedule 2.1(h) (collectively, the “**Assumed Contracts**”);

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

(j) all Transferred Intellectual Property, including the Trademarks (or variations thereof) that are used or held for use in, or otherwise relating to, the Business and all right, title and interest in and to the Domain Names set forth on Schedule 2.1(j), all Transferred Information Technology

Systems, and all right, title and interest of any Seller and any Seller Affiliate to use of the names set forth on Schedule 2.1(j) and any derivatives or variations thereof (the “**Restricted Names**”);

(k) any claims, causes of action or rights against third parties related to the Business or the Purchased Assets (including warranties, indemnities, rebates and guarantees), contractual or otherwise, arising before or after the Effective Time;

(l) to the extent assignable, Sellers’ Government Program provider agreements and provider numbers and related national provider identifiers (“**NPIs**”);

(m) Sellers’ goodwill associated with, or symbolized by, the Business and any other Purchased Assets;

(n) any insurance proceeds arising in connection with damage to the Purchased Assets occurring prior to the Effective Time;

(o) all accounts receivable arising from the rendering of services and provision of medicine, drugs and supplies to patients of the Facilities prior to the Effective Time arising pursuant to the Government Programs and other claims of any Seller for the provision of goods or services to patients due from beneficiaries or governmental third party payors (collectively, the “**Governmental Patient Receivables**”);

(p) to the extent any of the Governmental Patient Receivables or any other receivables are prohibited by applicable Law from being transferred to Buyer (the “**Non-Transferable Receivables**”), an amount in cash equal to the amount collected in respect of such Non-Transferable Receivables, which shall be payable as and when the proceeds of such Non-Transferable Receivables are collected;

(q) all accounts receivable and other rights to receive payment arising from the rendering of services and the provision of medicine, drugs and supplies to patients of the Facilities prior to the Effective Time and other claims of any Seller for the rendering of services and the provision of medicine, drugs and supplies to patients of the Facilities prior to the Effective Time due from beneficiaries or non-governmental third party payors, including, with respect to all of the foregoing, any such accounts receivable or other rights to receive payment that have been charged off as bad debt (collectively, the “**Other Patient Receivables**”; provided, that the term “Other Patient Receivables” shall not include Governmental Patient Receivables, Agency Settlements, or Other Receivables);

(r) all notes receivable, accounts receivable and other rights to receive payment for goods and services provided by any Seller in connection with the business or operation of the Business prior to the Effective Time that do not constitute Governmental Patient Receivables or Other Patient Receivables, including any such accounts receivable that have been charged off as bad debt (collectively, the “**Other Receivables**”);

(s) the Seller Bank Accounts listed on Schedule 2.1(s) (the “**Transferred Seller Bank Accounts**”);

(t) the Transferred Equity Interests;

(u) to the extent not included in any of the foregoing, (i) any assets included in the determination of Closing Working Capital or reflected on the Reference Balance Sheet, other than any assets used, consumed or disposed of in the ordinary course of business since the Balance Sheet Date,

(ii) any assets purchased or otherwise acquired since the Balance Sheet Date that are not reflected on the Reference Balance Sheet but that are used or held for use in, or otherwise relating to, the Business, and
 (iii) all other assets (other than the Excluded Assets) that are owned, leased or used by any Seller or Seller Affiliate and used or held for use in, or otherwise relating to the Business, whether or not scheduled or described herein; and

(v) the assets of Granite Care, if any.

2.2 **Excluded Assets.** Notwithstanding anything herein to the contrary, the following assets of Sellers are not intended by the Parties to be a part of the Contemplated Transactions and are excluded from the Purchased Assets (collectively, the “**Excluded Assets**”):

(a) any bank account of any Seller or Seller Affiliate other than the Transferred Seller Bank Accounts, and all cash and cash equivalents, marketable securities and other investments of any Seller or Seller Affiliate, including (i) all cash and cash equivalents in the Transferred Seller Bank Accounts or any bank account of any Seller or Seller Affiliate as of immediately prior to the Effective Time, and (ii) any restricted funds of any Seller or any Seller Affiliate that are not capable of being transferred to Buyer and any gift documentation, agreements and obligations related thereto;

(b) all Insurance Policies, and all related premiums and refunds relating to the periods prior to the Effective Time;

(c) all Plans and records relating thereto;

(d) all organizational documents, corporate records, stock books, proprietary manuals, other proprietary materials of, or other records relating to the corporate organization of, any Seller or Seller Affiliate;

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

(f) any records that by Law any Seller is required to retain in its possession; provided, that Sellers, at their expense, and to the extent permitted by Law, will deliver copies of such records to Buyer at the Closing;

(g) all credentialing records with respect to any Practitioner, all minutes of the meetings of the medical staffs of each Facility and any committees thereof, and all other records directly related to the administrative operations of each Facility’s medical staff (collectively, the “**Credentialing and Medical Staff Records**”);

(h) the Excluded Contracts;

(i) all rights to refunds of Taxes related to the Business for periods ending immediately prior to the Effective Time;

(j) all rights to settlements and retroactive adjustments, if any, of cost-based payments previously made by a Government Program or Private Program that settles on a cost-report basis to Sellers pursuant to a Cost Report submitted by Sellers for cost reporting periods ending prior to the Effective Time (whether open or closed) arising under the Cost Report auditing and settlement terms of such Government Program or Private Program (“**Agency Settlements**”);

(k) any Permits or Approvals that are not assignable to Buyer pursuant to applicable Law and any accreditations that are not assignable to Buyer pursuant to the requirements of applicable accreditation organizations;

(l) any claims of any Seller against third parties to the extent that such claims relate to the Excluded Assets or the Excluded Liabilities;

(m) the assets owned by Foundation set forth on Schedule 2.2(m) (the “**Excluded Foundation Assets**”);

(n) the Non-Transferable Receivables;

(o) any cash or investments held by a trustee as bond reserve funds;

(p) the equity interests of Frisbie Memorial in New England Life Care, Strafford Health Alliance, Skyhaven Surgery Center, LLC and Benevera Health, LLC; and

(q) those assets of Sellers specifically identified on Schedule 2.2(q).

2.3 Assumed Liabilities. On the terms and subject to the conditions set forth in this Agreement, Buyer shall assume as of the Effective Time the future payment and performance of the following Liabilities of Sellers (collectively, the “**Assumed Liabilities**”):

(a) Liabilities as of immediately prior to the Effective Time in respect of the Assumed Paid Time Off, but only to the extent that such Liabilities are reflected as a current Liability in the calculation of Closing Working Capital;

(b) all Liabilities relating to the period after the Effective Time arising under the Assumed Contracts (other than the Assumed Capital Leases), but only to the extent such Liabilities were incurred in the ordinary course of business and do not relate to any unpaid amounts that accrued or became due and payable prior to the Effective Time (except to the extent included in the calculation of Closing Working Capital) or any failure to perform, improper performance, warranty, or other breach, default, or violation by any Seller as of or prior to the Effective Time;

(c) the Assumed Capital Leases as described on Schedule 2.3(c), but only to the extent that the amount of such Liabilities is included in the calculation of the Assumed Indebtedness, as reflected in the Closing Statement; and

(d) all other Liabilities included in the calculation of Closing Working Capital.

2.4 Excluded Liabilities. Other than the Assumed Liabilities, Buyer shall not be responsible to pay, perform, discharge or assume, and none of the Purchased Assets shall be or become liable for or subject to, any Liabilities of any Seller or Seller Affiliate, or any Liabilities otherwise related to the ownership or operation of the Business or the Purchased Assets prior to the Effective Time, or any Liabilities related to any acts or omissions by any Seller or Seller Affiliate (the “**Excluded Liabilities**”). Sellers shall, and shall cause each Seller Affiliate to, pay, perform and discharge all Excluded Liabilities which any of them is obligated to pay, perform and discharge when such Excluded Liabilities become due and payable.

2.5 Purchase Price; Adjustments. 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)

\$67,000,000 (the “**Base Purchase Price**”) plus (ii) the amount, if any, by which the Closing Working Capital exceeds the Target Working Capital, minus (iii) the amount, if any, by which the Target Working Capital exceeds the Closing Working Capital, minus (iv) the Assumed Indebtedness (the resulting amount from the foregoing, as finally adjusted pursuant to Section 2.8, the “**Purchase Price**”), and (b) Buyer’s assumption of the Assumed Liabilities. The Purchase Price to be paid by Buyer at Closing shall be based on estimates of the Closing Working Capital (as contemplated by Section 2.6), and such amounts shall be subject to adjustment after the Closing pursuant to Section 2.8, Section 2.13 and other provisions of this Agreement.

2.6 Delivery of Estimated Closing Statement. Sellers shall prepare and deliver to Buyer, not more than seven (7) Business Days (but at least five (5) Business Days) prior to the Closing Date, a statement, in form and substance reasonably satisfactory to Buyer (the “**Estimated Closing Statement**”), setting forth in reasonable detail Sellers’ (a) good faith written estimate of the Closing Working Capital (the “**Estimated Working Capital**”), calculated using the same accounting principles, methodologies, policies, and practices used in the example calculation of Net Working Capital as of the Balance Sheet Date set forth on Schedule 1A, (b) good faith written estimate of the Assumed Indebtedness (the “**Estimated Assumed Indebtedness**”), (c) calculation of the Purchase Price payable at Closing in accordance with Section 2.5 as if such Estimated Working Capital and Estimated Assumed Indebtedness were the actual amount of Closing Working Capital and Assumed Indebtedness (the Purchase Price as so estimated, the “**Estimated Purchase Price**”), and (d) good faith written estimate of the components of the Seller Net Sale Proceeds (other than the amounts in the Wind Down Budget, which shall be as set forth therein) as if such Estimated Purchase Price were the Purchase Price (the Seller Net Sale Proceeds as so estimated, the “**Estimated Seller Net Sale Proceeds**”). All amounts set forth in the Estimated Closing Statement shall be subject to the review, comment and approval of Buyer, which shall not be unreasonably withheld, conditioned or delayed. To the extent requested by Buyer, Sellers shall promptly provide Buyer with reasonable access to such information of Sellers, including the information used by Sellers in calculating such amounts, as is reasonably necessary for Buyer to review such amounts. [REDACTED]

2.7 Closing Date Payments. At the Closing, Buyer shall make the following payments pursuant to a funds flow memorandum to be agreed to by the Parties prior to the Closing Date:

(a) to Foundation, on Sellers’ behalf, by wire transfer of immediately available funds to the bank account designated by Sellers in the Estimated Closing Statement, an amount equal to (i) the Estimated Purchase Price, minus (ii) the Escrow Amount, minus (iii) any amounts paid pursuant to Section 2.7(b), minus (iv) fifty percent (50%) of the fees, expenses and costs described in Sections 13.8(c), 13.8(d) and 13.8(e) (collectively, the “**Frisbie Allocated Expenses**”), plus or minus (v) any other amounts to be paid at the Closing as contemplated by this Agreement;

(b) to (i) the lenders or other creditors of Sellers, on Sellers’ behalf, by wire transfer of immediately available funds to the bank accounts designated by such lenders or other creditors, the amounts set forth in the payoff letters delivered pursuant to Section 3.2(n), and (ii) the third party professional advisors of Sellers, including financial advisors, investment bankers, attorneys and accountants, on Sellers behalf, by wire transfer of immediately available funds to the bank accounts designated by such third party professional advisors, the amounts set forth in the invoices (which shall include wire instructions) from such third party professional advisors delivered by Sellers to Buyer prior to the Closing Date; and

(c) to the Escrow Agent by wire transfer of immediately available funds to the bank account designated by the Escrow Agent in the Escrow Agreement, an amount equal to the Escrow Amount for deposit into an escrow account (the “**Escrow Account**”) established pursuant to the terms of the Escrow Agreement to support Sellers’ indemnification obligations pursuant to and in accordance with Article 10 and Sellers’ payment obligations pursuant to and in accordance with Section 2.8 and Section 2.13.

2.8 Post-Closing Adjustment to Purchase Price.

(a) Not more than one hundred twenty (120) days after the Closing Date, Buyer shall prepare and deliver to Seller Representative a statement (the “**Closing Statement**”) setting forth in reasonable detail Buyer’s calculation of (i) the actual amount of the Closing Working Capital, calculated using the same accounting principles, methodologies, policies, and practices used in the example calculation of Net Working Capital as of the Balance Sheet Date set forth on Schedule 1A, (ii) the actual amount of the Assumed Indebtedness, (iii) the Purchase Price in accordance with Section 2.5 resulting from such actual amount of Closing Working Capital and Assumed Indebtedness, and (iv) the Seller Net Sale Proceeds resulting from the Purchase Price as calculated pursuant to Section 2.8(a)(iii). The Closing Statement shall become Final and Binding on the Final Resolution Date.

(b) During the thirty (30) days after delivery of the Closing Statement, Buyer will provide Seller Representative and its accountant reasonable access, during normal business hours and upon reasonable notice, (i) to review the financial books and records of Buyer to the extent related to the Closing Statement, including any of Buyer’s accountants’ work papers related to the calculation of amounts in the Closing Statement (subject to the execution of any access letters that such accountants may reasonably require in connection with the review of such work papers), and (ii) to the employees and other Representatives of Buyer who were responsible for the preparation of the Closing Statement to respond to questions relating to the preparation of the Closing Statement and the calculation of the items thereon, in each case solely to allow Seller Representative to determine the accuracy of Buyer’s calculation of the items set forth on the Closing Statement. Any information shared with Seller Representative or its accountant will be subject to Section 6.14, and Buyer shall not have any obligation to provide information or access to information, materials or Persons if doing so could reasonably be expected to result in the waiver of any attorney-client privilege or the disclosure of any Trade Secrets or violate any Law or the terms of any applicable Contract to which Buyer or any of its Affiliates is a party. If Seller Representatives disagree with any of Buyer’s calculations set forth in the Closing Statement, Seller Representative may, within sixty (60) days after delivery of the Closing Statement, deliver a written notice of their disagreement (a “**Post-Closing Notice of Disagreement**”) to Buyer disagreeing with such calculations; provided, however, that such Post-Closing Notice of Disagreement shall include only objections based on whether (A) the amounts set forth on the Closing Statement were prepared in a manner consistent with the provisions of this Agreement or (B) there were mathematical errors in the computation of any amount set forth on the Closing Statement. Such Post-Closing Notice of Disagreement shall specify those items or amounts with which Seller Representative disagrees, together with a reasonably detailed written explanation of the reasons for disagreement with each such item or amount, and shall set forth Seller Representative’s calculation, based on such objections, of the Closing Working Capital or the Assumed Indebtedness, as applicable, and the Purchase Price resulting therefrom. To the extent not set forth in such Post-Closing Notice of Disagreement, Seller Representative shall be deemed to have agreed with Buyer’s calculation of all items and amounts contained in the Closing Statement. If Buyer does not receive a Post-Closing Notice of Disagreement from Seller Representative within such sixty (60) day period, then the amounts set forth in the Closing Statement shall become Final and Binding.

(c) If a Post-Closing Notice of Disagreement is received by Buyer on or prior to the sixtieth (60th) day following Buyer's delivery of the Closing Statement, then Buyer and Seller Representative shall, during the thirty (30) days following Buyer's receipt of such Post-Closing Notice of Disagreement, seek to resolve any differences that they may have with respect to the matters specified in such Post-Closing Notice of Disagreement which may involve meetings between senior management of Buyer and Seller Representative to facilitate a resolution; provided, however, that any discussions relating thereto shall be governed by Rule 408 of the Federal Rules of Evidence and any applicable similar state rule(s), and evidence of such discussions shall not be admissible in any future Proceedings between Buyer and Seller Representative. If Buyer and Seller Representative are not able to resolve their differences during such thirty (30) day period, then at the end of such period, Buyer and Seller Representative shall promptly mutually engage and submit for Final and Binding resolution any and all matters related to such Post-Closing Notice of Disagreement that remain in dispute to Deloitte & Touche LLP, or if Deloitte & Touche LLP is unable or unwilling to be engaged, then to a mutually agreeable independent accounting firm of recognized national standing (the "**Accounting Firm**"). Each of Buyer and Seller Representative shall make readily available to the Accounting Firm all relevant financial books and records, including any accountants' work papers (subject to the execution of any access letters that such accountants may require in connection with the review of such work papers) relating to the Closing Statement or the Post-Closing Notice of Disagreement. Buyer and Seller Representative shall enter into a customary engagement letter with the Accounting Firm, which engagement letter shall explicitly provide that, in resolving the amounts in dispute, the Accounting Firm shall (i) consider only those items or amounts disputed by Seller Representative in the Post-Closing Notice of Disagreement that remain in dispute; (ii) not assign a value to any item or amount in dispute greater than the greatest value for such item or amount assigned by Seller Representative, on the one hand, or Buyer, on the other hand, or less than the smallest value for such item or amount assigned by Seller Representative, on the one hand, or Buyer, on the other hand; and (iii) not be bound by any arbitration rules or procedures in connection with the resolution of the dispute under this Section 2.8. The Accounting Firm's determination will be based solely upon information presented by Buyer and Seller Representative, and not on the basis of independent review. Buyer and Seller Representative shall cause the Accounting Firm to deliver to Buyer and Seller Representative as promptly as practicable (but in any event within thirty (30) days of its retention) a written report setting forth its determination of the amounts in dispute. Absent manifest error, in which case the dispute resolution provisions set forth in Section 13.3 shall apply, the written report prepared by the Accounting Firm shall be Final and Binding and judgment upon the determination set forth in such written report may be entered in any court of competent jurisdiction of the United States.

(d) Buyer and Seller Representative shall each be responsible for the fees and expenses of the Accounting Firm pro rata, as between Buyer, on the one hand, and Seller Representative, on the other hand, in proportion to the relative difference between the positions taken by Buyer and Seller Representative compared to the determination of the Accounting Firm. All other fees and expenses incurred in connection with the dispute resolution process set forth in this Section 2.8, including fees and expenses of attorneys and accountants, shall be borne and paid by the Party incurring such expense.

(e) If the Purchase Price as finally determined pursuant to this Section 2.8 is less than the Estimated Purchase Price (the absolute value of such difference, the "**Closing Payment Shortfall Amount**"), then Buyer shall be paid an amount equal to the Closing Payment Shortfall Amount from the Escrow Account to the extent that funds remain available in the Escrow Account, and, in furtherance of the foregoing, Buyer and Seller Representative shall, within five (5) Business Days after the Final Resolution Date, deliver a joint written instruction to the Escrow Agent instructing the Escrow Agent to pay an amount equal to the Closing Payment Shortfall Amount from the Escrow Account to an account designated by Buyer. If funds from the Escrow Account are not sufficient to satisfy the entirety of the Closing Payment Shortfall Amount, then Sellers, jointly and severally, shall pay any remaining

amounts to Buyer via wire transfer of immediately available funds to one or more accounts designated in writing by Buyer.

(f) If the Purchase Price as finally determined pursuant to this Section 2.8 is greater than the Estimated Purchase Price, then within five (5) Business Days after the Final Resolution Date, Buyer shall pay, or cause to be paid, to Seller Representative an amount equal to the amount of such excess via wire transfer of immediately available funds to an account designated in writing by Seller Representative.

(g) If the Purchase Price as finally determined pursuant to this Section 2.8 is equal to the Estimated Purchase Price, there will be no adjustment to the Purchase Price pursuant to this Section 2.8.

(h) Any payments made pursuant to this Section 2.8 shall be treated as an adjustment to the Purchase Price by the Parties for Tax purposes unless otherwise required by Law.

2.9 Proration.

(a) Sellers and Buyer shall estimate as of the Effective Time and prorate at the Closing (i) any amounts as of the Effective Time that were paid by Sellers prior to the Effective Time and that relate, in whole or in part, to periods ending after the Effective Time, (ii) any amounts as of the Effective Time that are to be paid by Buyer after the Effective Time and that relate, in whole or in part, to periods prior to the Effective Time and (iii) any amounts that will become due and payable after the Effective Time, in each case, with respect to (A) the Assumed Contracts and (B) all utilities servicing any of the Purchased Assets, including water, sewer, telephone, electricity and gas service, in each case to the extent not reflected in the Closing Working Capital or otherwise covered by Section 2.8. Any such amounts that are not available to be prorated on the Closing Date shall be similarly prorated as of the Effective Time as soon as practicable thereafter by Buyer and Seller Representative.

(b) Notwithstanding anything herein to the contrary, and without duplication of any amounts included in the determination of Closing Working Capital, all Property Taxes, if any, related to the Purchased Assets shall be prorated by Buyer and Sellers on the Closing Date as of the Effective Time, in accordance with Section 11.2(c)(i). All such amounts to be prorated will be reflected on a Property Tax proration statement (the "**Property Tax Statement**") to be agreed upon by the Parties prior to the Closing Date. If necessary for such proration, payments for Property Taxes shall initially be determined based on the previous year's Property Taxes and shall later be adjusted to reflect the current year's Property Taxes when the Property Tax bills are finally rendered. Sellers shall be liable for (and shall reimburse Buyer to the extent that Buyer shall have paid) that portion of Property Taxes relating to, or arising in respect of, periods ending prior to the Effective Time, and Buyer shall be liable for (and shall reimburse Sellers to the extent that Sellers shall have paid) that portion of Property Taxes relating to, or arising in respect of, periods ending after the Effective Time, including, in each case, any adjustments made after the Closing Date to the amounts reflected on the Property Tax Statement for the actual amount of Property Taxes as finally determined for the applicable period (taking into account any related fees and costs incurred by Buyer in such determination). The Parties shall cooperate to avoid, to the extent legally possible, the payment of duplicate Property Taxes, and each Party shall furnish, at the request of any other Party, proof of payment of any Property Taxes or other documentation that is a prerequisite to avoid payment of a duplicate Property Tax.

2.10 **Withholding Rights.** Without limiting any other provision of this Agreement, each of Buyer and the Escrow Agent shall be entitled to deduct and withhold from any consideration otherwise payable to any Person pursuant to this Agreement or any other Transaction Document such amounts as it

is required to deduct and withhold with respect to the making of such payment under the Code, or any other provision of applicable Tax Law; provided, that Buyer shall give such Person prior notice of such planned withholding and shall reasonably cooperate with such Person to accept any documentation that would reduce or eliminate the amount of such withholding. To the extent that such amounts are so withheld, such withheld amounts shall be treated for all purposes of this Agreement as having been paid to the applicable Person in respect to which such deduction and withholding was made.

2.11 **Remittances.**

(a) As of the Effective Time, each Seller hereby (i) authorizes Buyer to open any and all mail addressed to any Seller and delivered to the offices of the Business or otherwise to Buyer if received on or after the Effective Time, and (ii) appoints Buyer as its attorney in fact to endorse, cash and deposit any monies, checks or negotiable instruments received by Buyer after the Effective Time with respect to any Accounts Receivable, any other Purchased Asset or any accounts receivable relating to services provided by Buyer after the Effective Time, as the case may be, made payable or endorsed to any Seller or Seller's order, for Buyer's own account.

(b) From and after the Effective Time, if any Seller or Seller Affiliate receives or collects any funds relating to any Accounts Receivable, any other Purchased Asset, or any accounts receivable relating to services provided by Buyer after the Effective Time, whether from patients, third-party payors, group purchasing organizations, suppliers or any other Person, Sellers shall, or shall cause the applicable Seller Affiliate to, remit such funds to Buyer within three (3) Business Days after receipt thereof. From and after the Effective Time, if Buyer or any of its Affiliates receives or collects any funds relating to any Excluded Asset, Buyer shall, or shall cause its Affiliate to, remit any such funds to the appropriate Seller within three (3) Business Days after its receipt thereof.

2.12 **Physical Inventory.** Within the five (5) day period preceding the Closing Date, Sellers will perform a physical inventory in a manner consistent with its past practice to verify the levels and amounts of the Inventory. Sellers will give Buyer not less than ten (10) days' prior written notice of such physical inventory. Representatives of Buyer will be permitted to observe such physical inventory and will be permitted to make test counts of Inventory and receive copies of the records related to such physical inventory. In connection with such physical inventory, Sellers and Buyer shall jointly determine if any items of Inventory are unusable or obsolete, which unusable or obsolete items of Inventory shall be excluded from the calculation of the value of the Inventory calculated pursuant to this Section 2.12. Prior to the Closing Date, Sellers shall remove items of Inventory from the Hospital and the other Facilities that, based upon such physical inventory, have been determined by the Parties to be unusable or obsolete. The value of the Inventory shall be determined by applying the lower of market or cost to each item of Inventory as of the date of such physical inventory and Sellers shall prepare a schedule thereof; provided, that the value of the Inventory (for purposes of calculating Closing 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 Inventory between the date(s) of such physical inventory and the Effective Time.

2.13 **Patient Receivables.**

(a) From and after the Effective Time until the Collection Period Termination Date, Buyer shall use commercially reasonable efforts to collect all Pre-Closing Patient Receivables and the Non-Transferrable Receivables in accordance with Buyer's policies regarding the collection of accounts receivable.

(b) Within fifteen (15) Business Days after the end of each calendar quarter that ends prior to the Collection Period Termination Date, Buyer shall provide to Seller Representative a statement setting forth the amount collected in respect of the Pre-Closing Patient Receivables and the Non-Transferrable Receivables as of the end of such calendar quarter.

(c) Within fifteen (15) Business Days after the Collection Period Termination Date, Buyer shall provide to Seller Representative a statement (the “**Collection Statement**”) setting forth the aggregate amount collected in respect of the Pre-Closing Patient Receivables and the Non-Transferrable Receivables during the period beginning on the Effective Time and ending on the Collection Period Termination Date. If Seller Representative disagrees with Buyer’s calculation set forth in the Collection Statement, Seller Representative may, within fifteen (15) Business Days after delivery of the Collection Statement, deliver a written notice of its disagreement to Buyer; provided, that such notice shall include only objections based on whether (i) the amounts set forth on the Collection Statement reflect all of the Pre-Closing Patient Receivables and the Non-Transferrable Receivables collected or (ii) there were mathematical errors in the computation of any amount set forth on the Collection Statement. If Buyer does not receive such a notice from Seller Representative within such fifteen (15) Business Day period, then the amount set forth in the Collection Statement shall become Final and Binding. If Buyer does receive such a notice from Seller Representative within such fifteen (15) Business Day period, then Buyer and Seller Representative shall for fifteen (15) Business Days after Buyer’s receipt of such notice work to resolve any such disagreement. If Buyer and Seller Representative are not able to resolve such disagreement within such fifteen (15) Business Day period, either Party may refer the matter to the Accounting Firm pursuant to the procedures set forth in Section 2.8. The Accounting Firm’s review shall be limited to whether the amounts set forth on the Collection Statement reflect all of the Pre-Closing Patient Receivables and the Non-Transferrable Receivables collected and whether there were mathematical errors in the computation of any amount set forth on the Collection Statement, and the Accounting Firm’s report shall be Final and Binding. If the amount set forth in the Collection Statement (as finally resolved) is greater than the Patient Receivables Target (the “**Collection Excess**”), then Buyer shall pay to Seller Representative the amount of the Collection Excess within ten (10) Business Days after the Collection Statement becomes Final and Binding. If the amount set forth in the Collection Statement (as finally resolved) is less than the Patient Receivables Target (the “**Collection Shortfall**”), then Buyer shall be paid an amount equal to the Collection Shortfall from the Escrow Account to the extent that funds remain available in the Escrow Account, and, in furtherance of the foregoing, Buyer and Seller Representative shall, within ten (10) Business Days after the Collection Statement becomes Final and Binding, deliver a joint written instruction to the Escrow Agent instructing the Escrow Agent to pay an amount equal to the Collection Shortfall from the Escrow Account to an account designated by Buyer. If funds from the Escrow Account are not sufficient to satisfy the entirety of the Collection Shortfall, then Sellers, jointly and severally, shall pay any remaining amounts to Buyer via wire transfer of immediately available funds to one or more accounts designated in writing by Buyer. The Parties agree to treat the payment of the amount of the Collection Excess or Collection Shortfall, as applicable, for all Tax purposes as an adjustment to the Purchase Price to the extent permitted by applicable Law.

3. CLOSING.

3.1 **Closing.** The consummation of the Contemplated Transactions (the “**Closing**”) shall take place at the Nashville, Tennessee, offices of Polsinelli PC at 10:00 a.m. local time on the last calendar day of the month in which the conditions set forth in Article 8 and Article 9 (other than those conditions that by their terms are to be satisfied at the Closing) have been satisfied or waived, or at such other date and/or at such other location as the Parties may mutually designate in writing (the “**Closing Date**”); provided, that, unless waived by Buyer, such conditions (other than those conditions that by their terms are to be satisfied at the Closing) must be satisfied at least fifteen (15) Business Days prior to the last calendar day of the month. Unless otherwise agreed in writing by the Parties, the Closing shall be effective as of

12:00:01 a.m. on the first day of the calendar month immediately following the calendar month in which the Closing Date occurs (the “**Effective Time**”).

3.2 **Deliveries of Sellers at the Closing.** At the Closing and unless otherwise waived in writing by Buyer, Sellers shall deliver to Buyer (or the Escrow Agent, as appropriate), or shall cause the appropriate Person to deliver to Buyer (or the Escrow Agent, as appropriate), the following:

(a) Special Warranty Deeds (the “**Deeds**”), conveying to Buyer fee simple title to the Owned Real Property, free and clear of all Encumbrances other than the Permitted Encumbrances;

(b) With respect to each Tenant Lease or Third Party Lease, an assignment of such Tenant Lease or Third Party Lease, substantially in the form attached hereto as Exhibit A (each, a “**Lease Assignment**”), duly executed by the appropriate Seller, together with such consents to assignment, non-referral certificates, estoppel certificates, subordination, non-disturbance and attornment agreements or similar documents as requested by Buyer and in forms reasonably acceptable to Buyer;

(c) A bill of sale, substantially in the form attached hereto as Exhibit B (the “**Bill of Sale**”), duly executed by Sellers, conveying to Buyer good and marketable title to the Personal Property;

(d) An assignment and assumption agreement, substantially in the form attached hereto as Exhibit C (the “**Assignment and Assumption Agreement**”), duly executed by Sellers, effecting the assignment to and assumption by Buyer of the Assumed Contracts, the Assumed Liabilities and any Purchased Assets not conveyed by any other Transaction Document;

(e) A power of attorney, substantially in the form attached hereto as Exhibit D (the “**Power of Attorney**”), duly executed by the appropriate Seller, authorizing Buyer to utilize such Seller’s federal and state controlled substances permits and pharmacy licenses;

(f) An escrow agreement, substantially in the form attached hereto as Exhibit E (the “**Escrow Agreement**”), duly executed by Sellers and the Escrow Agent;

(g) A confirmatory domain name assignment agreement, substantially in the form attached hereto as Exhibit F (the “**Domain Name Assignment Agreement**”), duly executed by the appropriate Sellers or Seller Affiliates, as applicable;

(h) Copies of resolutions duly adopted by the boards of directors or boards of managers, as applicable, of each Seller authorizing and approving each Seller’s performance of the Contemplated Transactions and the execution and delivery of this Agreement and the other Transaction Documents, certified as true and in full force and effect as of the Closing Date, by the appropriate officers of each Seller;

(i) A certificate, dated as of the Closing Date, of Sellers certifying that the conditions set forth in Section 8.1, Section 8.2 and Section 8.3 have been satisfied;

(j) Certificates of incumbency for the respective officers of each Seller executing this Agreement and the other Transaction Documents dated as of the Closing Date;

(k) Certificates of existence and good standing of each Seller from its jurisdiction of formation or organization, each dated within thirty (30) days prior to the Closing Date;

(l) A non-foreign affidavit of each Seller (or, in the case of a Seller that is treated as a disregarded entity for federal Tax purposes, by its applicable owner), dated as of the Closing Date, sworn under penalty of perjury and in form and substance required under the Treasury Regulations issued pursuant to Section 1445 of the Code and reasonably satisfactory to Buyer, stating that each such Seller (or owner, if applicable) is not a “foreign person” as defined in Section 1445 of the Code;

(m) With respect to the Real Property and the Personal Property, a recent UCC lien search dated no more than fifteen (15) Business Days prior to the Closing Date showing no Encumbrances on any fixtures attached to any Real Property or Encumbrances on Personal Property, except for Permitted Encumbrances and Encumbrances that shall be released at or prior to the Closing;

(n) All instruments and documents necessary to release any and all Encumbrances, other than Permitted Encumbrances, on the Business or the Purchased Assets, including (i) appropriate UCC financing statement amendments or termination statements, and (ii) payoff letters or other documents, notices or instruments as Buyer may reasonably deem necessary to evidence the satisfaction and termination of all Indebtedness or other Liabilities by which the Business or the Purchased Assets may be bound or affected and a release of all Encumbrances (other than Permitted Encumbrances) on the Business or the Purchased Assets;

(o) Assignments and applications for transfer of title to the motor vehicles used in the Business, if applicable;

(p) Applications or amendments for filing in appropriate form to abandon or change each of the Restricted Names;

(q) A Certificate of Good Standing from the New Hampshire Department of Revenue Administration for each Seller with a sales Tax registration number and/or state withholding Tax number stating that such Seller has no outstanding Liability for any Taxes or withholding Taxes dated no more than ten (10) days prior to the Closing Date;

(r) Any and all other certificates, documents, and instruments required to be delivered by Sellers pursuant to and in accordance with Article 8;

(s) An assignment of the Transferred Equity Interests, duly executed by Foundation, in form and substance mutually agreed to by the Parties, together with all consents required under the organizational documents of the Joint Venture Entity to assign the Transferred Equity Interests to Buyer, in form and substance mutually agreed to by the Parties; and

(t) Such other agreements, instruments and documents as Buyer reasonably deems necessary to effect the Contemplated Transactions, including consents to assignment, evidence, reasonably satisfactory to Buyer, of the termination of any existing management agreement, and estoppel certificates from such parties as Buyer may reasonably require.

3.3 Deliveries of Buyer at the Closing. At the Closing and unless otherwise waived in writing by Sellers, Buyer shall deliver to Sellers (or the Escrow Agent, as appropriate) the following:

- (a) Evidence of the wire transfers provided for in Section 2.7;
- (b) The Lease Assignments, duly executed by Buyer;
- (c) The Bill of Sale, duly executed by Buyer;

- (d) The Assignment and Assumption Agreement, duly executed by Buyer;
- (e) The Escrow Agreement, duly executed by Buyer and the Escrow Agent;
- (f) The Domain Name Assignment Agreement, duly executed by Buyer;
- (g) Copies of resolutions duly adopted by the board of managers of Buyer, authorizing and approving Buyer's performance of the Contemplated Transactions and the execution and delivery of this Agreement and the other Transaction Documents, certified as true and in full force and effect as of the Closing Date by an appropriate officer of Buyer;
- (h) A certificate, dated, as of the Closing Date, of Buyer certifying that the conditions set forth in Section 9.1 and Section 9.2 have been satisfied;
- (i) Certificates of incumbency for the respective officers of Buyer executing this Agreement and any other Transaction Document dated as of the Closing Date; and
- (j) A certificate of existence or good standing of Buyer from the State of Delaware, dated within thirty (30) days prior to the Closing.

3.4 **Additional Acts.** From time to time after the Effective Time, Sellers and Buyer shall, and shall cause their respective Affiliates to, execute, acknowledge and deliver all such further conveyances, notices, assumptions, releases and acquittances and such other instruments, and shall take such further actions, as may be reasonably necessary or appropriate to assure fully to Buyer and its respective successors or assigns, all of the properties, rights, titles, interests, estates, remedies, powers and privileges relating to the Purchased Assets intended to be conveyed to Buyer under this Agreement and the other Transaction Documents and to assure fully to Sellers and any Seller Affiliate and their respective successors and permitted assigns, the assumption of the Assumed Liabilities intended to be assumed by Buyer under this Agreement and the other Transaction Documents, and to otherwise make effective the Contemplated Transactions. Sellers also shall furnish Buyer with such information and documents in any Seller's possession or under any Seller's control, or which a Seller can execute or cause to be executed, as will enable Buyer to prosecute any and all petitions, applications, claims and demands relating to or constituting a part of the Purchased Assets.

4. REPRESENTATIONS AND WARRANTIES OF SELLERS.

Sellers hereby, jointly and severally, represent and warrant to Buyer that the statements contained in this Article 4 are true and correct as of the date of this Agreement and will be true and correct as of the Closing Date (except in the case of representations and warranties that are made as of a specified date, in which case such representations and warranties will be true and correct as of such specified date).

4.1 **Organization; Capacity.** Each of Frisbie Memorial and Foundation is a nonprofit corporation, duly incorporated, validly existing and in good standing under the Laws of the State of New Hampshire. Granite Lab is a limited liability company, validly existing and in good standing under the Laws of the State of New Hampshire. Seacoast Clinic is a corporation, duly incorporated, validly existing and in good standing under the Laws of the State of New Hampshire. Each Seller is duly authorized, qualified to do business and in good standing under all applicable Law of any jurisdictions (domestic and foreign) in which the character or the location of the assets owned or leased by it or the nature of the business conducted by it requires such authorization or qualification. The execution and delivery by each Seller of this Agreement and the other Transaction Documents to which it is a party or will become a party, the performance by each Seller of its obligations under this Agreement and the other Transaction

Documents to which it is a party or will become a party and the consummation by each Seller of the Contemplated Transactions and the Transaction Documents to which it is a party or will become a party, as applicable, have been, or will be, duly and validly authorized and approved by all necessary corporate or limited liability company actions, as applicable, on the part of each Seller, none of which actions has been modified or rescinded and all of which actions remain in full force and effect.

4.2 Authority; Non-contravention; Binding Agreement. The execution, delivery and performance by each Seller of this Agreement and the other Transaction Documents to which it is a party or will become a party, and the consummation by each Seller of the Contemplated Transactions and its obligations under the Transaction Documents, as applicable (a) are within each Seller's corporate or limited liability company powers and are not and will not be in contravention or violation of the terms of the organizational or governing documents of each Seller, as applicable; (b) except as set forth on Schedule 4.2, do not and will not require any Approval of, filing or registration with, the issuance of any Permit by, or any other action to be taken by, any Governmental Authority to be made or sought by any Seller; (c) except as set forth on Schedule 4.2, do not and will not require any Approval for the assignment of the Assumed Contracts to Buyer, and (d) assuming the Approvals and Permits set forth on Schedule 4.2 are obtained, do not and will not require any Approval or other action under, conflict with, or result in any violation of or default under (with or without notice or lapse of time or both), or give rise to a right of termination, cancellation, acceleration or augmentation of any obligation, or loss of a material benefit under, or result in the creation of any Encumbrance (other than Permitted Encumbrances) upon, any of the Purchased Assets under (i) any Contract or Permit applicable to any of the Purchased Assets (including the assignment of the Assumed Contracts to Buyer) or (ii) any Order or Law applicable to any of the Purchased Assets or to which any Seller may be subject. This Agreement and the other Transaction Documents to which any Seller or Seller Affiliate is or will become a party are and will constitute the valid and legally binding obligations of such Person and are and will be enforceable against them in accordance with the respective terms hereof and thereof, except as enforceability may be restricted, limited or delayed by applicable bankruptcy or other Laws affecting creditors' rights generally and except as enforceability may be subject to general principles of equity.

4.3 Subsidiaries; Minority Interests. Except as set forth on Schedule 4.3, Sellers do not directly or indirectly own any equity, membership, or similar interest in, or any interest convertible into or exchangeable or exercisable for any equity, membership, or similar interest in, any corporation, partnership, limited liability company, joint venture, trust, or other business association or entity. Since November 1, 2017, no Seller or Seller Affiliate has received any monies, economic benefits or financial gain from New England Life Care. No Seller or Seller Affiliate is a party to any partnership agreement or other Contract with Wentworth Douglass Hospital, a New Hampshire nonprofit corporation, with respect to that certain property located at 200 Route 108, Somersworth, New Hampshire 03878.

4.4 Title to Assets; Sufficiency and Condition of Assets.

(a) Sellers own and hold good and marketable title to, or have valid and subsisting leasehold interests in, all assets, real, personal or mixed, whether tangible or intangible (including all Intellectual Property), used or held for use in, or otherwise relating to, the Business or located at the Facilities, free and clear of all Encumbrances other than as set forth on Schedule 4.4(a) and the Permitted Encumbrances, all of which shall be a part of the Purchased Assets, except for the Excluded Assets. No Person other than Sellers owns or holds in its name any assets, real, personal or mixed, whether tangible or intangible (including all Intellectual Property), used or held for use in, or otherwise relating to, the Business or located at the Facilities, except for (i) items leased by a Seller or improvements to items leased by a Seller pursuant to a lease agreement identified on Schedule 4.19(a), (ii) furniture and equipment owned or leased by Physicians leasing space in the Real Property pursuant to a lease agreement identified on Schedule 4.19(a), and (iii) personal property of Seller Employees, patients or

visitors. At the Closing, Sellers will convey to Buyer, and Buyer will acquire, good and marketable title to, or valid and subsisting leasehold interests in, the Purchased Assets, free and clear of all Encumbrances, other than Permitted Encumbrances. There are no outstanding rights (including any right of first refusal or right of first offer), options, or Contracts giving any Person any current or future right to require any Seller to sell or transfer to such Person or to any third party any interest in any of the Purchased Assets.

(b) The Purchased Assets (together with the Excluded Assets) constitute all the assets used in or necessary to operate, and are adequate for the purposes of operating, the Business in substantially the same manner in which it has been operated prior to the Effective Time. None of the Excluded Foundation Assets are used in or held for use in, or otherwise relate to, the Business. There are no facts or conditions affecting the Purchased Assets that could, individually or in the aggregate, interfere in any material respect with the use, occupancy or operation of the Purchased Assets as currently used, occupied or operated, or their adequacy for such use. Following the consummation of the Contemplated Transactions, no Seller or Seller Affiliate will retain any asset necessary to operate the Business in the manner in which it has been operated prior to the Effective Time. The Purchased Assets will enable Buyer to operate the Business after the Effective Time in substantially the same manner as operated by Sellers prior to the Effective Time. All tangible Purchased Assets are in good operating condition and repair and are adequate for the uses to which they are being put, and none of the tangible Purchased Assets is in need of maintenance or repairs, except for ordinary, routine maintenance and repairs that are not material in nature or cost. Granite Care has been administratively dissolved by the New Hampshire Secretary of State, has no operations and does not own any assets, real, personal or mixed, whether tangible or intangible (including Intellectual Property), used or held for use in, or otherwise relating to, the Business or located at the Facilities.

4.5 **Financial Information.**

(a) Schedule 4.5(a) contains the following financial statements and financial information of the Business (collectively, the “**Historical Financial Information**”):

(i) audited consolidated balance sheets, income statements, statements of cash flows of the Business (including the accompanying consolidating schedules of balance sheet information and income statement information) as of, and for the twelve (12) month periods ended September 30, 2016, September 30, 2017, and September 30, 2018;

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

(iii) an unaudited consolidated income statement of the Business (including the accompanying consolidating schedules of income statement information) for the eight (8) month period ended on the Balance Sheet Date.

(b) The Historical Financial Information is true, correct and complete in all material respects and fairly presents the consolidated financial position of the Business as of the respective dates thereof and the consolidated results of the operations of the Business and changes in financial position for the respective periods covered thereby. The consolidated financial statements included in the Historical Financial Information have been prepared in accordance with GAAP, applied on a consistent basis throughout the periods indicated (subject, in the case of the unaudited Historical Financial Information, to the absence of notes and normal year-end audit adjustments, the effect of which is not material, individually or in the aggregate), and are based on the information contained in the Books and Records of Sellers. No Seller has changed any accounting policy or methodology during the periods presented in the

Historical Financial Information (including the accounting policies and methodologies for determining the obsolescence of Inventory or in calculating reserves, including reserves for uncollected Accounts Receivable). All data provided by Sellers in folders 7.3 and 7.9 in the VDR is true, correct and complete in all material respects.

(c) Schedule 4.5(c) sets forth all Indebtedness of Sellers. For each item of Indebtedness of Sellers, Schedule 4.5(c) correctly sets forth, as of August 31, 2019, the debtor or borrower, creditor or lender, outstanding principal amount and accrued but unpaid interest, maturity date, the collateral, if any, securing the Indebtedness (in reasonable detail), and any prepayment, make-whole, breakage or other premiums, payments, fees, costs or penalties required to be paid (in reasonable detail) to fully discharge such Indebtedness in connection with the consummation of the Contemplated Transactions.

(d) Except for (i) Liabilities reflected in the Reference Balance Sheet, and (ii) Liabilities that were incurred after the Balance Sheet Date in the ordinary course of business, none of which, individually or in the aggregate, is material in amount, Sellers have no Liabilities of any nature and there is no basis for any Proceeding with respect to any Liability relating to the Business, the Purchased Assets, or the Assumed Liabilities.

4.6 Permits and Approvals. The Hospital is duly licensed in accordance with the applicable Law of the State of New Hampshire as set forth on Schedule 4.6, which sets forth the type of hospital that the Hospital is licensed as under the Law of the State of New Hampshire and the number of licensed beds at the Hospital. The pharmacies, laboratories, and all other ancillary departments or services located at the Hospital or operated for the benefit of the Hospital that are required to be separately licensed are duly licensed by the appropriate Governmental Authority. Schedule 4.6 sets forth an accurate and complete list of all Permits and Approvals owned or held by any Seller with respect to the Facilities, including the dates of issuance and expiration dates for each such Permit or Approval, and such Permits and Approvals constitute all Permits and Approvals necessary for Sellers to own and operate the Facilities and the Purchased Assets and to carry on the Business as currently conducted or proposed to be conducted. Sellers have provided accurate and complete copies to Buyer of each Permit and Approval set forth on Schedule 4.6. Each Practitioner is in possession of all Permits and Approvals necessary for his or her performance of such services. Sellers, the Practitioners, and the Facilities, as applicable, are, and at all times have been, in material compliance with the terms of such Permits and Approvals, and there are no provisions in, or agreements relating to, any Permits or Approvals that preclude or limit any Seller from operating the Facilities and the Purchased Assets and carrying on the Business as currently conducted. No Permits or Approvals relating to the Business will expire, terminate or otherwise become invalid as a result of the Contemplated Transactions. There is no pending or, to the Knowledge of Sellers, threatened, Proceeding by or before any Governmental Authority to revoke, cancel, rescind, suspend, restrict, modify, or refuse to renew any Permit or Approval owned or held by any Seller, Employed Practitioner or any Facility or, to the Knowledge of Sellers, any Non-Employed Practitioner, and all such Permits and Approvals are now, and as of the Closing Date shall be, unrestricted, in good standing, and in full force and effect and not subject to meritorious challenge. No event has occurred and no facts exist with respect to any such Permits or Approvals that allow, or after notice or the lapse of time or both, would allow the suspension, revocation, or termination of any Permits or Approvals, or would result in any other impairment in the rights of any holder thereof. No Seller, Employed Practitioner, Facility or, to the Knowledge of Sellers, Non-Employed Practitioner, has received any notice or communication from any Governmental Authority regarding any violation of any such Permits or Approvals (other than any surveys or deficiency reports for which a Seller has submitted a plan of correction that has been accepted or approved by the applicable Governmental Authority). Sellers have delivered to Buyer accurate and complete copies of all survey reports, deficiency notices, plans of correction and related correspondence

received by any Seller or any Facility since January 1, 2014, in connection with the Permits and Approvals relating to the Business.

4.7 **Statutory Funds.** No Seller nor any of their respective predecessors has received any loans, grants, loan guarantees, donations, monies, or other financial assistance pursuant to the Hill-Burton Act program, the Health Professions Educational Assistance Act, the Nurse Training Act, the National Health Planning and Resources Development Act, or the Community Mental Health Centers Act, as amended, or similar Laws relating to healthcare facilities that remain unpaid or which impose any restrictions on the Facilities or the Purchased Assets.

4.8 **Accreditation.** Schedule 4.8 sets forth an accurate and complete list of all accreditations and certifications held by Sellers and the Facilities. All such accreditations and certifications are and will be effective, unrestricted and in good standing as of the date hereof and as of the Closing Date. No event has occurred or other fact exists with respect to such accreditations and certifications that allows, or after notice or the lapse of time or both, would allow, revocation or termination of any such accreditations or certifications, or would result in any other impairment in the rights of any holder thereof. There is no pending or, to the Knowledge of Sellers, threatened, Proceeding by any accrediting body to revoke, cancel, rescind, suspend, restrict, modify, or not renew any such accreditation or certifications, and no such Proceedings, surveys or actions are pending, threatened or imminent.

4.9 **Government Program Participation; Private Programs; Reimbursement.** The Facilities are certified for participation in the Government Programs and have current and valid Payor Agreements with such Government Programs from which Sellers presently receive payments on account of services provided by the Facilities or the Practitioners who have reassigned their right to bill to Sellers, and Sellers are parties to, or are otherwise entitled to bill under, current Payor Agreements with certain private non-governmental payors or programs, including any private insurance payor or program, self-insured employer, or other third-party payor (each, a "**Private Program**"), under which Sellers directly or indirectly receive payments, each as set forth on Schedule 4.9(i). Sellers have delivered accurate and complete copies of all Payor Agreements to Buyer. The Facilities are in material compliance with the conditions of participation or conditions for coverage, as applicable, in the Government Programs and Private Programs and with the terms, conditions, and provisions of the Payor Agreements. The Payor Agreements are each in full force and effect and no events or facts exist that would cause any Payor Agreement to be suspended, terminated, restricted or withdrawn. Sellers have not received notice from any Government Program or Private Program to the effect that it intends to cease or materially alter its business relationship with any Seller (whether as a result of the Contemplated Transactions or otherwise). No Government Program or Private Program (i) has indicated its intent to cancel or otherwise substantially modify its relationship with any Seller, or (ii) has advised any Seller of any material problem or dispute. Sellers have received all Permits and Approvals necessary for reimbursement of the Facilities by the Government Programs and Private Programs. All billing practices of Sellers with respect to all Government Programs and Private Programs have been conducted in material compliance with all applicable Law and the billing guidelines of such Government Programs or Private Programs. Neither Sellers nor the Facilities have billed or received any payment or reimbursement in excess of amounts allowed by Law or the billing guidelines of any Private Programs or Government Programs. There is no Proceeding, survey, or other action pending, or, to the Knowledge of Sellers, threatened, involving any Government Program or any Private Program, including the Facilities' participation in and the reimbursement received by Sellers and the Facilities from the Government Programs or any Private Program, and no event has occurred, and no circumstance exists, that would reasonably be expected to result, directly or indirectly, in any such Proceedings, surveys or actions. No Seller or any Seller Employee, Employed Practitioner, former employee or current or former officer or director of Sellers, or, to the Knowledge of Sellers, any Non-Employed Practitioner, has committed a material violation of any Law relating to payments and reimbursements under any Government Program or any Private Program.

Schedule 4.9(ii) contains a list of all NPIs and all provider numbers under the Government Programs issued to and held by Sellers and the Facilities, all of which are in full force and effect. Except as set forth on Schedule 4.9(iii), for the six (6) most recently completed Federal Fiscal Years or calendars years, as applicable, immediately preceding the date hereof, Sellers have timely filed all reports, data and other information to be filed with CMS regarding Sellers' CMS Reporting obligations in support of Sellers' right to receive payments from Medicare or Medicaid. No Seller, managing Seller Employee or other managing employee or officer or director of any Seller has knowingly or willfully made or caused to be made a false statement or representation of a material fact in any report, data or other information supporting Sellers' CMS Reporting.

4.10 Third-Party Payor Cost Reports. Sellers have timely filed all required Cost Reports relating to the Business for all fiscal years through and including the most recently completed fiscal year, and copies of all Cost Reports relating to the Business filed by or on behalf of Sellers for the two (2) most recently completed fiscal years, have been provided to Buyer. All Cost Reports relating to the Business filed by or on behalf of Sellers accurately reflect the information required to be included therein, and such Cost Reports do not claim, and neither Sellers nor the Facilities have received, reimbursement in any material amount in excess of the amounts allowed by Law or any applicable agreement. No facts or circumstances exist that would give rise to any disallowance under any such Cost Reports. Schedule 4.10 indicates which of such Cost Reports have not been audited and finally settled and includes a brief description of any and all notices of program reimbursement, proposed or pending audit adjustments, disallowances, appeals of disallowances, and any and all other unresolved claims or disputes in respect of such Cost Reports. Sellers have established adequate reserves to cover any potential reimbursement obligations that Sellers may have in respect of such Cost Reports, and such reserves are accurately set forth in the Historical Financial Information.

4.11 Compliance with Laws.

(a) Except as set forth on Schedule 4.11, (i) Sellers have conducted, and are conducting, the Business, the Facilities and their properties in compliance with all Laws, and (ii) no Seller has (A) received notice, correspondence or other written or oral communication of any violation, alleged violation or potential violation of, or Liability under, any such Laws, or to the effect that any Seller or any Affiliate or Representative of, or any Person acting on behalf of, any Seller, is or could potentially be under investigation or inquiry with respect to any violation or alleged violation of any Law, applicable to any Seller, or (B) any actual, alleged, or potential obligation to undertake, or to bear all or any portion of the cost of, any remedial action.

(b) No event has occurred, and no condition exists, that would reasonably be expected to (with or without notice or lapse of time) constitute or result directly or indirectly in (i) a violation by Sellers of, or a failure on the part of Sellers to comply with, any Law relating to the operation and conduct of the Business or any of their respective Facilities or (ii) any obligation on the part of a Seller to undertake, or to bear all or any portion of the cost of, any remedial action.

(c) None of Sellers, the Employed Practitioners, the Facilities, nor any Seller Employee or any other officer, director or employee of any Seller or the Facilities, or, to the Knowledge of Sellers, the Non-Employed Practitioners or any other independent contractor of any Seller, has been convicted of, charged with or, to the Knowledge of Sellers, investigated for, or has engaged in conduct that would constitute, an offense related to Medicare or any other Government Program or convicted of, charged with or, to the Knowledge of Sellers, investigated for, or engaged in conduct that would constitute a material violation of any Law related to fraud, theft, embezzlement, breach of fiduciary duty, kickbacks, bribes, other financial misconduct, obstruction of an investigation or controlled substances. Neither Sellers, the Practitioners, the Facilities, nor any Seller Employee or any other officer, director,

employee or independent contractor of any Seller or the Facilities (whether an individual or entity), has been excluded from participating in any Government Program, subject to sanction pursuant to 42 U.S.C. § 1320a-7a or § 1320a-8, or been convicted of a crime described at 42 U.S.C. § 1320a-7b, nor are any such exclusions, sanctions or charges pending or, to the Knowledge of Sellers, threatened.

(d) Sellers, the Facilities, and the Business have been and are presently in material compliance with all applicable Law, including Title XVIII of the Social Security Act, 42 U.S.C. §§ 1395-1395lll (the Medicare statute), including specifically, the Ethics in Patient Referrals Act, 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, as amended (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; 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; workers compensation; 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.

(e) Neither Sellers nor the Facilities have received any notification, correspondence, or any other oral or written communication, including notification of any pending or threatened Proceeding or other action from any Governmental Authority, Private Program or patient, of any potential or actual non-compliance by, or Liability of, any Seller, the Facilities, the Practitioners or the Purchased Assets under any Law. Sellers have timely filed all material reports, data, and other information required to be filed with such Governmental Authorities regarding the Facilities and the Purchased Assets.

(f) All of Sellers’ and the Facilities’ Contracts with a Physician or any Immediate Family Members of any Physicians, or entities in which Physicians or Immediate Family Members of any Physicians are equity owners, involving services, supplies, payments, or any other type of remuneration, and all of Sellers’ and the Facilities’ leases of personal or real property with such Physicians, Immediate Family Members of any Physician or other Persons are in writing, are signed by the appropriate parties, set forth the services, space or goods to be provided, provide for a fair market value compensation in exchange for such services, space, or goods and comply with all applicable Law.

(g) Except in compliance with applicable Law, no Seller, nor any Seller Employee or any other employees, officers or directors of any Seller are party to any Contract (including any joint venture or consulting agreement) to provide services, lease space, lease equipment or engage in any other venture or activity related to any Seller, the Facilities, the Business, or the Purchased Assets with any Referral Source.

(h) Neither Sellers, the Facilities, the Seller Employees, the Practitioners nor any other employees, officers or directors of any Seller have engaged in any activities that are prohibited under 42 U.S.C. §§ 1320a-7, *et seq.*, or the regulations promulgated thereunder, or under any other federal or state statutes or regulations, or which are prohibited by applicable rules of professional conduct.

(i) Sellers, each Seller Affiliate and Sellers' and Sellers Affiliates' respective Representatives have materially complied with the U.S. Foreign Corrupt Practices Act of 1977, as amended, the Corruption of Foreign Public Officials Act, the OECD Anti-Bribery Convention and other applicable Law regarding the use of funds for political activity or commercial bribery. No Seller, Seller Affiliate, nor any of their respective Representatives has, for or on behalf of any Seller, at any time, (i) made or caused to be made or provided, directly or indirectly, any type of payment, gift, contribution or similar item to a governmental official, political party, or candidate for office for the purpose of influencing a decision, inducing an official to violate their lawful duty, securing an improper advantage, or inducing an official to use their influence to affect a governmental decision, or (ii) accepted or received any unlawful payments, gifts, contributions or similar items. No Seller, Seller Affiliate, nor any of their respective Representatives has, directly or indirectly, taken any action in material violation of any export restrictions, anti-boycott regulations, embargo regulations or other similar applicable U.S. or foreign Laws. No Seller, Seller Affiliate, nor any of their respective Representatives is a "specially designated national" or blocked Person under U.S. sanctions administered by OFAC. Sellers have not engaged in any business with any Person or in any country that it is prohibited for a U.S. Person to engage in any business with or under applicable Law or under applicable U.S. sanctions administered by U.S. Department of the Treasury. No Seller or Seller Affiliate is a Person with whom U.S. Persons are restricted from doing business under regulations of OFAC (including those named on OFAC's Specially Designated and Blocked Persons list) or under any statute, executive Order (including Executive Order Number 13224 on Terrorism Financing, effective September 24, 2001), or the United and Strengthening America by Providing Tools Required to Intercept and Obstruct Terrorism Act of 2001, H.R. 3162, Public Law 107-56, or any other governmental action.

(j) All billing and collection practices of, and claims submitted by, Sellers with respect to all Government Programs and Private Programs have been in material compliance with all applicable Law, regulations and policies of, and Payor Agreements with, such Government Programs and Private Programs. No Seller has submitted any claims that are cause for civil penalties or overpayments under, or mandatory or permissive exclusion from, any Government Program, Private Program, or under the terms of a Payor Agreement. Sellers have maintained such records as required by applicable Law or third party payor policy supporting the provision of services billed under all Government Programs and Private Programs.

(k) For the six (6) most recently completed Federal Fiscal Years or calendars years, as applicable, immediately preceding the date hereof, each Seller has timely filed all reports, data, and other information to the extent required to be submitted to CMS (or public or private data registry), as required by CMS Reporting and/or Government Programs, and all reports, data and other information submitted by a Seller for participation in CMS Reporting and/or Government Programs are accurate, correct and in all material respects support its claims for payment under CMS Reporting and/or Government Programs, and receipt of payments from CMS, including avoidance of negative payment adjustments, as applicable. Neither Sellers nor any of their respective officers, directors or managing employees have knowingly and willfully made or caused to be made a false statement or representation of a material fact in any report, data, and other information supporting any Seller's CMS Reporting.

(l) Each Seller is in material compliance with all applicable Law regarding the selection, deselection, credentialing and supervision of its Physicians and other Practitioners, including verification of licensing status and eligibility for reimbursement under Government Programs.

(m) Each individual now or formerly employed by or contracted by a Seller or any Seller Affiliate to provide professional services, including the Practitioners, is or was duly licensed to provide such services, is or was in material compliance with all Laws relating to such professional licensure and meets or met the qualifications to provide such professional services under applicable Law

and the terms and conditions of the Payor Agreements to which a Seller is a party, in each case during the periods during which such employee or independent contractor provided such services on behalf of any of them.

(n) Except as set forth on Schedule 4.11, all off-campus locations of the Hospital that are treated by the Hospital as being a provider-based location or department of the Hospital (i) were in operation and billing the Medicare program under the outpatient prospective payment system for covered outpatient department services prior to November 2, 2015, (ii) are in compliance with the site-neutral programs of Section 603 of the Bipartisan Budget Act of 2015 and CMS Regulations 42 C.F.R. § 413.65, and (iii) have been reported as practice locations on the Hospital's Part A Medicare enrollment record.

4.12 **Information Privacy and Security Compliance.**

(a) Sellers and the Facilities (i) are, and at all times during the past six (6) years have been, in compliance with HIPAA in all material respects and (ii) are, and at all times during the past six (6) years have been, in compliance with all other applicable Information Privacy or Security Laws and all rules and regulations promulgated thereunder in all material respects. Sellers have undertaken regular surveys, audits, inventories, reviews, analyses and/or assessments of all areas of the Business required by the HITECH Act and the administrative simplification provisions of HIPAA.

(b) Sellers have made available to Buyer accurate and complete copies of the compliance policies and/or procedures and privacy notices of the Facilities relating to Information Privacy or Security Laws. All of Sellers' and the Facilities' respective workforces (as such term is defined in 45 C.F.R. § 160.103) have received training with respect to compliance in all material respects with Information Privacy or Security Laws.

(c) Sellers have entered into business associate agreements with all third parties acting as a business associate (as defined in 45 C.F.R. § 160.103) of any Seller or the Business. No Seller (i) is, to the Knowledge of Sellers, under investigation by any Governmental Authority for a violation of any Information Privacy or Security Law; (ii) has received any written notices or, to the Knowledge of Seller, oral notices, from the United States Department of Health and Human Services Office for Civil Rights, the Justice Department, the FTC, or the Attorney General of any state or territory of the United States relating to any such violations; or (iii) except as set forth on Schedule 4.12(c) has acted in any manner, and, to the Knowledge of Sellers, there has not been any incident, that would trigger a notification or reporting requirement under any business associate agreement or any Information Privacy or Security Law, including a Breach (as such term is defined in 45 C.F.R. § 164.402) with respect to any Unsecured Protected Health Information (as such term is defined in 45 C.F.R. § 164.402) maintained by or on behalf of the Business.

(d) Sellers have made available to Buyer accurate and complete copies of any written complaint(s) delivered to any Seller or the Facilities during the past six (6) years alleging a violation of any Information Privacy or Security Laws.

(e) No Breach (as such term is defined in 45 C.F.R. § 164.402) has occurred with respect to any Unsecured Protected Health Information (as such term is defined in 45 C.F.R. § 164.402) maintained by or for any Seller or the Facilities, and no information security or privacy breach event has occurred that would require notification under any other applicable Information Privacy or Security Laws.

4.13 **Compliance Program.** Sellers have provided to Buyer an accurate and complete copy of each Facility's current compliance program materials, including all program descriptions, compliance officer and committee descriptions, ethics and risk area policy materials, training and education materials,

auditing and monitoring protocols, reporting mechanisms and disciplinary policies. Sellers and the Facilities have conducted their operations in accordance with their respective compliance programs. No Seller (a) is a party to a Corporate Integrity Agreement with the OIG; (b) has reporting obligations pursuant to any settlement agreement entered into with any Governmental Authority; (c) to the Knowledge of Sellers, has been the subject of any Government Program investigation conducted by any federal or state enforcement agency; (d) has been a defendant in any qui tam/False Claims Act litigation; (e) has been served with or received any search warrant, subpoena, civil investigation demand, or contact letter, or, to the Knowledge of Sellers, telephone or personal contact, by or from any federal or state enforcement agency (except in connection with medical services provided to third-parties who may be defendants or the subject of investigation into conduct unrelated to the Business); or (f) has received any complaints through such Seller's compliance "hotline" from Seller Employees, other employees, independent contractors, vendors, Physicians, patients, or any other Persons that could reasonably be considered to indicate that such Seller has violated, or is currently in violation of, any Law. For purposes of this Agreement, the term "compliance program" refers to provider programs of the type described in compliance guidance published by the OIG.

4.14 Medical Staff Matters. Sellers have made available to Buyer true, correct and complete copies of the bylaws and rules and regulations of the medical staffs of the Facilities, as well as a list of all current members of each Facility's medical staff. Except as set forth on Schedule 4.14, there are no (a) pending or threatened adverse actions with respect to any medical staff member of any of the Facilities or any applicant thereto, including any adverse actions for which a medical staff member or applicant has requested a judicial review hearing that has not been scheduled or that has been scheduled but has not been completed, or (b) pending or threatened disputes with applicants, medical staff members or health professional affiliates, and all appeal periods in respect of any medical staff member or applicant against whom an adverse action has been taken have expired. No medical staff members of the Facilities have resigned or had their privileges revoked or suspended since the Balance Sheet Date.

4.15 Accounts Receivable. The Accounts Receivable reflected on the Reference Balance Sheet and the Accounts Receivable arising after the Balance Sheet Date (a) have arisen from bona fide healthcare or other transactions entered into by a Seller involving the sale of goods or the rendering of services in the ordinary course of business consistent with past practice; (b) constitute only valid claims of a Seller that are not subject to claims of set-off or other defenses or counterclaims other than normal discounts accrued in the ordinary course of business consistent with past practice; and (c) subject to a reserve for bad debts shown on the Reference Balance Sheet or, with respect to Accounts Receivable arising after the Balance Sheet Date, on the accounting records of the Business, entitle Seller to collect in full for the sale of goods or the rendering of services in the ordinary course of business. All Accounts Receivable, including payments or reimbursement from Government Programs and Private Programs, are deposited into the Transferred Seller Bank Accounts.

4.16 Experimental Procedures. During the past five (5) years, Sellers and the Facilities have not performed or permitted the performance of any experimental or research procedure or study involving patients in the Facilities that were not authorized and/or conducted in accordance with the policies and procedures of the Facilities that comply with applicable Law, including applicable U.S. Food and Drug Administration regulations.

4.17 Certificates of Need. No application for any Certificate of Need, exemption certificate or declaratory ruling (collectively, the "Applications") has been made by any Seller with any Governmental Authority that is currently pending or open before such Governmental Authority or has been approved but relates to projects not yet completed. No Application filed by any Seller within the past three (3) years has been ultimately denied by any Governmental Authority or withdrawn by such Seller. Each Seller has properly filed all required Applications necessary to the Business, which

Applications are complete and correct in all material respects with respect to any and all improvements, projects, changes in services, zoning requirements, construction and equipment purchases, and other changes for which Approval is required under any applicable federal or state Law.

4.18 Intellectual Property.

(a) Schedule 4.18(a) sets forth an accurate and complete list of the following Owned Intellectual Property as of the date of this Agreement: (i) Patents; (ii) registered Trademarks and applications therefor, and unregistered Trademarks that are material to the operation of the Business; (iii) registered Copyrights and applications therefor; (iv) Domain Names (including social media accounts used or held for use in or ancillary to the Business or the Purchased Assets); (v) Restricted Names, and (vi) Software, including for each item listed, as applicable, the owner, the jurisdiction, the application/serial number, the registration number, the filing date, and the issuance/registration date. Schedule 4.18(a) also sets forth all payments and filings that are due, and all other actions with Governmental Authorities that must be taken, within one hundred eighty (180) days after the date hereof with respect to each item of registered Intellectual Property listed in such schedule. All of the foregoing registered Owned Intellectual Property is valid, subsisting and enforceable in accordance with applicable Law, has not been canceled, expired or abandoned, and is not involved in any interference, reexamination, cancellation, or opposition Proceeding.

(b) Except as set forth on Schedule 4.18(b), Sellers or Seller Affiliates solely and exclusively own all right, title and interest (including the right to enforce), free and clear of all Encumbrances, other than Permitted Encumbrances, in all Owned Intellectual Property. Sellers have valid rights to use the Transferred Intellectual Property as necessary for the operation of the Business. Neither Sellers, any Seller Affiliate nor any Owned Intellectual Property, is subject to any Contract containing any covenant or other provision that in any way limits or restricts the ability of Sellers to use, assert, enforce, or otherwise exploit any Owned Intellectual Property anywhere in the world. To the Knowledge of Sellers, no Person who has licensed Intellectual Property to a Seller or Seller Affiliate has any ownership rights or license rights to derivative works or improvements made by or on behalf of any Seller or Seller Affiliate related to such Intellectual Property.

(c) Except as set forth on Schedule 4.18(c): (i) the consummation of the Contemplated Transactions will neither violate nor result in the breach, modification, cancellation, termination or suspension of, or acceleration of any payments under, any of the Intellectual Property Contracts; and (ii) following the Effective Time, Buyer will have and be permitted to exercise all of Sellers' or Seller Affiliates' rights under and to all Transferred Intellectual Property, including under or pursuant to all Intellectual Property Contracts to the same extent a Seller or any Seller Affiliate would have been able to had the Contemplated Transactions not occurred and without being required to pay any additional amounts or consideration other than fees, royalties or payments that any Seller or Seller Affiliate would otherwise be required to pay had the Contemplated Transactions not occurred. No event has occurred, and no circumstance or condition exists, that (with or without notice or lapse of time) will, or could reasonably be expected to, result in the delivery, license, or disclosure of any source code included in the Owned Intellectual Property.

(d) The Business Offerings, the Owned Intellectual Property, the use of the Transferred Intellectual Property by Sellers and Seller Affiliates, and the operation of the Business have not infringed, misappropriated, violated, or otherwise conflicted with, and do not infringe, misappropriate, violate or otherwise conflict with, any Intellectual Property rights of any other Person, violate any right to privacy or publicity, nor constitute unfair competition or trade practices under the Laws of any jurisdiction. Except as set forth on Schedule 4.18(d), neither Sellers nor any Seller Affiliates have received any claim (or notice of any related action) that any Seller, any Seller Affiliate, any Business

Offering, or any Transferred Intellectual Property infringes, misappropriates, or otherwise violates any Intellectual Property rights of any Person, or constitutes unfair competition or trade practices under the Laws of any jurisdiction (nor are there any facts, circumstances or information that could reasonably be the basis for such a claim). No claim of infringement or misappropriation of Intellectual Property is pending or, to the Knowledge of Sellers, threatened, against any Person who may be entitled to be indemnified, defended, held harmless, or reimbursed by a Seller with respect to such claim.

(e) Except as set forth on Schedule 4.18(e), (i) to the Knowledge of Sellers, no Person is infringing, misappropriating, diluting or otherwise violating any Owned Intellectual Property, and (ii) Sellers have not made any claims with respect to infringement or misappropriation of any Owned Intellectual Property against any Person, nor have Sellers or any Seller Affiliate issued any written communication inviting any Person to take a license, ownership interest, release, covenant not to sue or the like with respect to any Owned Intellectual Property.

(f) All Owned Intellectual Property that derives independent economic value, actual or potential, from not being generally known to the public or to other Persons who can obtain economic value from its disclosure or use has been maintained in confidence in accordance with procedures customarily used in Sellers' industry to protect rights of like importance. All Seller Employees, current and former employees, consultants and contractors of Sellers or any Seller Affiliate, and other Persons who have participated in the creation or development of any Owned Intellectual Property have executed valid and enforceable agreements in which they have assigned or otherwise vested all of their rights in and to such Owned Intellectual Property to Sellers and have agreed to maintain the confidentiality of such Owned Intellectual Property. No such Person has asserted, and to the Knowledge of Sellers, no such Person has, any right, title, interest or other claim in, or the right to receive any royalties or other consideration with respect to, any Owned Intellectual Property. At no time during the conception of or reduction to practice of any Owned Intellectual Property was any developer, inventor or other contributor to such Intellectual Property operating under any grants from any Governmental Authority, educational institution or private source, performing research sponsored by any Governmental Authority, educational institution or private source, utilizing the facilities of any Governmental Authority or educational institution, or subject to any employment agreement or invention assignment or nondisclosure agreement or other obligation with any third Person.

(g) Except as set forth on Schedule 4.18(g), no Open Source Materials have been used in, incorporated into, embedded, integrated or bundled with, or used in the development or compilation of, any Business Offerings or any other Owned Intellectual Property. No Open Source Materials set forth on Schedule 4.18(g) have been modified or distributed by or on behalf of Sellers in such a manner as would require any Seller or Seller Affiliate to (i) publicly make available any source code that is part of the Owned Intellectual Property, (ii) license, distribute, or make available any source code for the purpose of reverse engineering or making derivative works of such source code, or to permit any other Person to perform such actions, or (iii) be restricted or limited from charging for distribution of any Business Offerings or any other Owned Intellectual Property.

(h) All Information Technology Systems and Business Offerings (and all parts thereof) (i) operate and perform in accordance with their documentation and functional specifications and otherwise as required by Sellers and Seller Affiliates, (ii) have not materially malfunctioned or failed within the past five (5) years, and (iii) are free of (A) any critical defects, including any critical error or critical omission in the processing of any transactions and (B) any Malicious Code. Sellers and Seller Affiliates take and have taken reasonable steps intended to ensure that the Business Offerings and the Information Technology Systems are free from Malicious Code. Sellers and Seller Affiliates have disaster recovery plans, procedures and facilities that are consistent with the best practices of the industry of Sellers, and take and have taken all reasonable steps to safeguard and back-up at secure off-site

locations the Information Technology Systems. During the five (5) year period prior to the date of this Agreement, there has not been an unauthorized breach, disclosure, or loss of data stored or contained in the Information Technology Systems.

(i) To the extent that Sellers or any Seller Affiliates receive, process, transmit or store any financial account numbers (such as credit cards, bank accounts, PayPal accounts, debit cards), passwords, CCV data, or other related data (“**Cardholder Data**”), Sellers have implemented information security procedures, processes and systems that have at all times met or exceeded all applicable Law and industry standards related to the collection, storage, processing and transmission of Cardholder Data, including those established by applicable Governmental Authorities, and the Payment Card Industry Standards Council (including the Payment Card Industry Data Security Standard).

4.19 **Contracts.**

(a) Schedule 4.19(a) sets forth an accurate and complete list of all Contracts described in this Section 4.19(a) (including a description of any oral Contract), in each case, to the extent that such Contract binds or affects any of the Purchased Assets or the Business or any Seller is a party to or is bound by such Contract in connection with the Business or the Purchased Assets (collectively, the “**Material Contracts**”):

(i) all Contracts involving aggregate consideration in excess of \$75,000 or requiring performance by any party more than one year from the date hereof;

(ii) all Contracts that cannot be cancelled without penalty or without more than ninety (90) days’ notice;

(iii) all Contracts that relate to the acquisition of any business, a material amount of stock or assets of any other Person or any real property (whether by merger, sale of stock, sale of assets or otherwise);

(iv) all Contracts that contain non-competition or non-solicitation provisions restricting the conduct of the Business, or restricting the conduct of any Person potentially competing with the Business, in any geographic area or during any period of time;

(v) all Contracts granting any exclusive rights, rights of first refusal, rights of first negotiation or similar rights to any Person;

(vi) except for agreements relating to trade receivables, all Contracts relating to Indebtedness (including guarantees), or imposing an Encumbrance on any Purchased Asset;

(vii) all managed care or third-party payor Contracts;

(viii) all Contracts with any Physician, any Practitioner or licensed health care facility;

(ix) all Contracts for medical direction, the provision of professional health care services, or medical supervision of the performance of health care services at the Facilities;

(x) all Contracts between or among any of Sellers on the one hand and any Seller Affiliate on the other hand;

(xi) all collective bargaining agreements or Contracts with any labor organization, union or association;

(xii) all employment agreements and Contracts with independent contractors or consultants (or similar arrangements);

(xiii) all Contracts pursuant to which material payments are required upon a sale of substantially all the assets that constitute the Business;

(xiv) all Contracts that provide for severance pay or any other material post-employment payment by, or financial obligation of, any Seller;

(xv) all joint venture, partnership or similar Contracts that provide for the sharing of profits relating to the Business (excluding the organizational documents of Sellers);

(xvi) all Contracts for the sale of any of the Purchased Assets or for the grant to any Person of any option, right of first refusal or preferential or similar right to purchase any of the Purchased Assets;

(xvii) all Contracts that provide for the indemnification of any Person or the assumption of any Tax, environmental or other Liability of any Person;

(xviii) all Intellectual Property Contracts (except for Contracts relating to Commercial Software);

(xix) all Third Party Leases and Tenant Leases;

(xx) all confidentiality agreements, non-disclosure agreements or similar agreements;

(xxi) all agency agreements and powers of attorney; and

(xxii) all other Contracts material to the Purchased Assets or the operation of the Business and not previously listed in a category set forth in Sections 4.19(a)(i)-(xxi) above.

(b) Each Assumed Contract is valid and binding on the applicable Seller in accordance with its terms and is in full force and effect. Each Seller (in each case, to the extent a party thereto) has properly conducted and paid all amounts owed by such Seller, as applicable, and otherwise performed all material obligations required to be performed by such Seller under each Assumed Contract and no Seller has received any notice of termination, cancellation, breach or default under any Assumed Contract. No event has occurred that, with the passage of time or the giving of notice or both, would result in a default, breach or event of noncompliance by any Seller under any Assumed Contract, or result in the termination thereof, or would cause or permit the acceleration or other changes of any right or obligation or the loss of any benefit thereunder, except as set forth on Schedule 4.19(b). To the Knowledge of Sellers, no other party to any Assumed Contract or Material Contract is in breach thereof or default thereunder. A true, correct and complete copy of each written Assumed Contract and Material Contract and an accurate written description setting forth the terms and conditions of each oral Assumed Contract and Material Contract has been delivered to Buyer.

4.20 Personal Property. Schedule 4.20 includes an accurate and complete list of the Personal Property as of the Balance Sheet Date. Except as disclosed on Schedule 4.20, since the Balance Sheet

Date, Sellers have not sold or otherwise disposed of any item or items of Personal Property having a value (individually or in the aggregate) in excess of \$15,000 (other than Inventory items sold, used or disposed of in the ordinary course of business).

4.21 **Inventory.** All of the Inventory existing on the date hereof will exist on the Closing Date, except for Inventory exhausted or added in the ordinary course of business between the date hereof and the Closing Date. Inventory is carried at the lower of cost or market on a first in, first out basis and is properly stated in the Historical Financial Information. Except to the extent of reserves reflected in the Reference Balance Sheet, all of the Inventory on hand on the date of this Agreement and to be on hand on the Closing Date, consists and will consist of items of a quality usable or saleable in the ordinary course of business. The quantities of all Inventory are reasonable and justified under the normal operations of each of the Facilities and do not exceed levels that Sellers reasonably believe will be fully utilized within the twelve (12) month period after the date of recordation on the Books and Records.

4.22 **Real Property.**

(a) Schedule 4.22(a) sets forth an accurate and complete list of each Facility, including the name, physical address and brief description of each Facility, whether the Real Property comprising such Facility is Owned Real Property or Leased Real Property, and the correct legal name of the owner of such Facility.

(b) Schedule 4.22(b) sets forth the physical address for each parcel of Owned Real Property. Sellers own, and (in the case of the Owned Real Property) at the Closing Sellers will convey to Buyer, good, marketable and insurable fee simple title to the Owned Real Property free and clear of all Encumbrances, other than Permitted Encumbrances. Sellers agree that, other than Permitted Encumbrances, title to the Owned Real Property shall not be altered or encumbered between the date of this Agreement and the Closing Date. Except as set forth on Schedule 4.22(b), other than the right of Buyer pursuant to this Agreement, there are no unrecorded outstanding agreements, options, rights of first offer or rights of first refusal to sell such Owned Real Property or any portion thereof or interest therein. No Seller Affiliate or any other Person has any ownership or leasehold interest in any of the Owned Real Property or the Facilities (except for tenants under the Third Party Leases).

(c) Schedule 4.22(c) sets forth an accurate and complete list of the physical addresses of all of the Leased Real Property and identifies each Tenant Lease under which such Leased Real Property is occupied or used by a Seller, including the date of and legal name of each of the parties to such Tenant Lease, any security deposit of a Seller held under such Tenant Lease and any Approval required to assign such Tenant Lease to Buyer. Except as set forth on Schedule 4.22(c), with respect to such Leased Real Property: (i) the applicable Tenant Lease is legal, valid, binding and in full force and effect; (ii) the assignment of such Tenant Lease will not require the consent of any other party to such Tenant Lease, will not result in a breach of or default under such Tenant Lease, and will not otherwise cause such Tenant Lease to cease to be legal, valid, binding, enforceable and in full force and effect on identical terms following the Effective Time; (iii) there are no ongoing material disputes with respect to such Tenant Leases; (iv) no Seller, Seller Affiliate, nor to the Knowledge of Sellers, any other party to such Tenant Lease is in breach or default under such Tenant Lease, and no event has occurred or circumstance exists that, with the delivery of notice, the passage of time or both, would constitute such a breach or default, or permit the termination, modification or acceleration of rent under such Tenant Lease; (v) no security deposit or portion thereof deposited with respect to such Tenant Lease has been applied in respect of a breach or default under such Tenant Lease that has not been re-deposited in full; and (vi) there are no Encumbrances on the estate or interest created by such Tenant Lease other than Permitted Encumbrances. Sellers hold, and at the Closing Sellers will assign to Buyer, good, marketable and

insurable leasehold title to all of the Leased Real Property, free and clear of all Encumbrances other than Permitted Encumbrances.

(d) Schedule 4.22(d) sets forth an accurate and complete list and rent roll of all existing Third Party Leases, including the following information with respect to each: (i) the physical address and premises covered; (ii) the effective date and any amendments thereto; (iii) the legal name of the tenant, licensee or occupant; (iv) its term; (v) the rents and other charges payable thereunder; (vi) the rents or other charges in arrears or prepaid thereunder, if any, and the period for which any such rents and other charges are in arrears or have been prepaid; (vii) the nature and amount of the security deposits thereunder, if any; and (viii) any options to renew or extend such Third Party Lease.

(e) Except as set forth on Schedule 4.22(e), with respect to each Third Party Lease: (i) the Third Party Lease is legal, valid, binding and in full force and effect; (ii) the execution, delivery and performance by Sellers of this Agreement, and the consummation of the Contemplated Transactions, do not or shall not (as the case may be) require the consent of any other party to such Third Party Lease, will not result in a breach of or default under such Third Party Lease, and will not otherwise cause such Third Party Lease to cease to be legal, valid, binding, enforceable and in full force and effect on identical terms following the Closing; (iii) there are no material ongoing disputes with respect to such Third Party Lease; (iv) no Seller nor, to the Knowledge of Sellers, any other party to such Third Party Lease is in breach or default under such Third Party Lease, and no event has occurred or circumstance exists which, with the delivery of notice, the passage of time or both, would constitute such a breach or default, or permit the termination, modification or acceleration of rent under such Third Party Lease; (v) no security deposit or portion thereof deposited with respect to such Third Party Lease has been applied in respect of a breach or default under such Third Party Lease that has not been re-deposited in full; and (vi) there are no Encumbrances on the estate or interest created by such Third Party Lease other than Permitted Encumbrances.

(f) Sellers have made available to Buyer accurate and complete copies of the Tenant Leases and the Third Party Leases, in each case as amended or otherwise modified and in effect, together with all extension notices and other material correspondence involving the modification of the term or rent of any Third Party Leases, fair market value analyses, estoppel certificates, and subordination, non-disturbance and attornment agreements related thereto.

(g) Except as set forth on Schedule 4.22(g), Sellers have not received written notice from any Governmental Authority of, and there is not: (i) any pending or, to the Knowledge of Sellers, threatened, condemnation Proceedings affecting the Real Property or any part thereof; (ii) any violation of any Laws (including zoning and land use ordinances, building codes and similar requirements) with respect to the Real Property or any part thereof, which have not heretofore been cured; or (iii) any pending or, to the Knowledge of Sellers, threatened, injunction, decree, Order, writ or judgment outstanding, nor any claims, litigation, administrative actions or similar Proceedings against any Seller, any Seller Affiliate, or any Real Property relating to the ownership, lease, use or occupancy of such Real Property or any part thereof.

(h) As of the Closing Date, there will be no incomplete construction projects affecting the Real Property and all completed construction projects will be fully paid for and all applicable lien releases obtained.

(i) To the Knowledge of Sellers: (i) no subdivision shall be required for the lawful conveyance of the Owned Real Property to Buyer, (ii) each parcel of the Owned Real Property is separately assessed for purposes of ad valorem real property Taxes, and (iii) no variance, reliance on

adjacent property or special exception is required for the operation and use of the improvements on the Owned Real Property.

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

(k) All improvements, including all utilities that are a part of the Owned Real Property, have been completed and installed in accordance in all material respects with the plans and specifications approved by the Governmental Authority having jurisdiction, to the extent applicable, and are transferable to Buyer without additional cost. Permanent certificates of occupancy, all licenses, permits, authorizations and approvals required by all Governmental Authorities having jurisdiction, and the requisite certificates of the local board of fire underwriters (or other body exercising similar functions), have been issued for the Owned Real Property and are in full force and effect.

(l) The improvements that are a part of the Owned Real Property and, to the Knowledge of Sellers, the Leased Real Property, as designed and constructed, comply in all material respects with all Laws applicable thereto, including the Americans with Disabilities Act, as amended, and Section 504 of the Rehabilitation Act of 1973.

(m) The existing water, sewer, gas and electricity lines, storm sewer and other utility systems on the Owned Real Property and, to the Knowledge of Sellers, the Leased Real Property, are adequate to serve the utility needs of the applicable Real Property as currently used in the Business. All of said utilities in connection with the Owned Real Property and, to the Knowledge of Sellers, the Leased Real Property, are installed and operating, and all installation and connection charges have been paid in full.

(n) Neither the location, construction, occupancy, operation, nor use of the Owned Real Property (including the improvements which are a part of the Owned Real Property) or, to the Knowledge of Sellers, the Leased Real Property (including the improvements which are a part of the Leased Real Property), materially violates any applicable Law. Each parcel of Owned Real Property and, to the Knowledge of Sellers, the Leased Real Property, has access to a public street adjoining the Real Property, except as set forth in the Surveys.

(o) Except as set forth on Schedule 4.22(o), there are not any structural or latent defects in any of the buildings or other improvements which are a part of the Owned Real Property. Such buildings and improvements which are a part of the Owned Real Property, and all parts thereof and appurtenances thereto, including the heating, ventilation, air conditioning, electrical, mechanical and plumbing systems, and the drainage at or servicing the Real Property, the Facilities and any equipment relating thereto, are in good condition and working order and adequate in quantity and quality for the normal operation of the Owned Real Property.

(p) The Real Property comprises all of the real property owned or leased by Sellers or any Seller Affiliate.

4.23 **Insurance.** Schedule 4.23 sets forth an accurate and complete list of all insurance policies or self-insurance funds maintained by Sellers as of the date of this Agreement covering the Business or the Purchased Assets (collectively, the “**Insurance Policies**”), indicating with respect to each such policy or fund, the type of insurance, policy number, annual premium, remaining term, identity of the insurer, coverage limits, applicable deductibles, and whether such policies are on an occurrence or claims made basis. Sellers have made available to Buyer accurate and complete copies of all of such

Insurance Policies. Sellers have one or more “business interruption” Insurance Policies in customary form and amount covering the Business and the Purchased Assets (which coverage includes post-Closing operations by Buyer with respect to pre-Closing incidents), and the proceeds of such Insurance Policies are assignable to Buyer as to the period following the Effective Time. All of the Insurance Policies are now and will be until the Effective Time in full force and effect with no premium arrearages, except for premium arrearages maintained in the ordinary course of business not to exceed sixty (60) days or more. All premiums due on the Insurance Policies have either been paid or, if due and payable on or prior to the Closing Date, will be paid prior to the Closing Date in accordance with the payment terms of each Insurance Policy. The Insurance Policies do not provide for any retrospective premium adjustment or other experience-based Liability on the part of Sellers (except with respect to workers’ compensation policies). All Insurance Policies (a) are valid and binding in accordance with their terms; (b) are provided by carriers who are financially solvent; and (c) have not been subject to any lapse in coverage. There are no claims pending under any of the Insurance Policies as to which coverage has been questioned, denied or disputed or in respect of which there is an outstanding reservation of rights. No Seller is in default under, or has otherwise failed to comply with, in any material respect, any provision contained in any Insurance Policy. The Insurance Policies are of the type and in the amounts customarily carried by Persons conducting a business similar to the Business and are sufficient for compliance with all applicable Law and Contracts to which any Seller is a party or by which any Seller or any of the Purchased Assets are bound. Sellers have timely provided all notices required to be given under the Insurance Policies to the respective insurer with respect to all claims and actions covered by insurance, and no insurer has denied coverage of any such claims or actions or reserved its rights in respect of or rejected any such claims. Sellers have not (i) received any written notice or other written communication, or to the Knowledge of Sellers, any oral notice, from any insurer canceling or materially amending any of the Insurance Policies, and no such cancellation or amendment is threatened, or (ii) failed to present any claim which is still outstanding under any of the Insurance Policies.

4.24 **Employee Benefit Plans.**

(a) Schedule 4.24(a) contains a true and complete list of all of the following agreements, plans or other Contracts covering any Seller Employee, any current or former employee or director of Sellers, or any Seller Affiliate, or any current or former consultant or contractor of Sellers or any Seller Affiliate: (i) employee benefit plans within the meaning of Section 3(3) of the Employee Retirement Income Security Act of 1974, as amended (“**ERISA**”) and (ii) any employment, severance, termination or similar Contract and any other employee benefit plan, program, policy, or arrangement providing for compensation, bonuses, commission, profit-sharing, stock option or other stock- or equity-linked benefits or rights, incentive, deferred compensation, vacation or paid-time-off benefits, insurance (including any self-insured arrangements), death, life, dental, vision, health or medical benefits, employee assistance, disability or sick leave benefits, workers’ compensation, supplemental unemployment benefits, retention, transaction, change of control payments, savings, pension, retirement, post-employment or retirement benefits or other employee compensation plan, program, policy, agreement, program, arrangement or commitment, in each case, whether written or unwritten, formal or informal, which any Seller currently sponsors, or to which any Seller has any outstanding present or future obligations to contribute or other Liability, whether voluntary, contingent or otherwise (collectively, the “**Plans**”).

(b) Sellers have made available an accurate and complete copy of the following documents to Buyer: (i) each Plan (including all plan documents and amendments thereto and summary of the material terms of any Plan that is not in writing); (ii) the most recent Form 5500 annual report with accompanying schedules and attachments filed with the IRS, (iii) the most recent Form 1094-C and Form 1095-C filed with the IRS, (iv) the most recent summary plan description for each Plan (as well as any summary of material modifications thereto), (v) the current employee handbook or similar document of the Facilities and (vi) the most recently received determination or opinion letter, if any, issued by the IRS

and each currently pending application to the IRS for a determination letter with respect to any Plan that is intended to qualify under Section 401(a) of the Code.

(c) All contributions (including all employer contributions and Seller Employee salary reduction contributions), premiums and expenses to or in respect of the Plans have been timely paid in full or, to the extent not yet due, have been adequately accrued for in accordance with GAAP.

(d) With respect to each Seller and any entity that is required to be aggregated with a Seller under Section 414 of the Code (such aggregated entities referred to as the “**ERISA Controlled Group**”), (i) there is no “multiemployer plan” (as defined in Section 4001(a)(3) of ERISA) under which a Seller or an ERISA Controlled Group have any present or future obligations, whether contingent or otherwise, or under which a Seller Employee or any other employee of any Seller has any present or future right to receive benefits; (ii) none of the Plans and no plan that is or has been maintained or contributed to by a member of the ERISA Controlled Group is a pension plan subject to Title IV of ERISA, Section 302 of ERISA or Section 412 of the Code and (iii) none of the Plans is a “multiple employer plan” (as defined in Section 413(c) of the Code) or a multiple employer welfare plan (as defined in Section 3(40) of ERISA). No Plan provides for post-employment health benefits to any Seller Employee or former employee of any Seller or Seller Affiliate, except as required by COBRA.

(e) Except as set forth on Schedule 4.24(e), there are no Proceedings pending or, to the Knowledge of Sellers, threatened, against any Seller with respect to any Plans, other than routine claims for benefits in the ordinary course of business.

(f) Each Plan has been operated and administered in material compliance with its terms and all applicable Law, including ERISA and the Code. Each Seller and each ERISA Controlled Group has complied in all material respects with all of the continuation coverage requirements of COBRA and the requirements of Section 5000 of the Code. Each Plan that is intended to be Tax-qualified under Section 401(a) of the Code (“**Retirement Plans**”) from which assets may be transferred or involved in a “direct rollover” (as defined in Section 401(a)(31) of the Code) to a Retirement Plan of Buyer has received a favorable determination letter or is entitled to rely on a favorable opinion letter from the IRS concerning the Tax-qualification of such Plan and no event or circumstance exists that would be reasonably expected to adversely affect such qualification.

(g) Except as set forth on Schedule 4.24(g), neither the execution and delivery of this Agreement, nor the consummation of the Contemplated Transactions, either alone or in combination with another event (whether contingent or otherwise) will (i) entitle any Seller Employee, any current or former employee or director of Sellers or any Seller Affiliate, or any current or former consultant or contractor of Sellers or any Seller Affiliate to any payment or benefit; (ii) increase the amount or value of any payment, compensation or benefits due to any Seller Employee, any current or former employee or director of Sellers or any Seller Affiliate, or any current or former consultant or contractor of Sellers or any Seller Affiliate; or (iii) accelerate the vesting, funding or time of payment or delivery of any compensation, equity award or other payment or benefit; (iv) result in any Liability or commitment by Buyer or any of its Affiliates under, or with respect to, any Plan to any Seller Employee, any current or former employee or director of Sellers or any Seller Affiliate, or any current or former consultant or contractor of Sellers or any Seller Affiliate; or (v) result in any “parachute payment” within the meaning of Section 280G of the Code or any similar foreign, state or local Laws.

(h) No event has occurred, and no condition or circumstance exists, that would reasonably be expected to subject any Seller or any Seller Affiliate to material penalties or excise Taxes under Sections 4980D, 4980H, or 4980I of the Code or any provision of the Patient Protection and Affordable Care Act, Pub. L. No. 111-148.

(i) Each Plan that is a “nonqualified deferred compensation plan” (as defined for purposes of Section 409A(d)(1) of the Code) is in documentary and operational compliance in all material respects with Section 409A of the Code. No Seller nor any Seller Affiliate has any indemnity or “gross-up” obligation (whether oral or written) for any Taxes imposed under Section 409A of the Code.

4.25 Employee Matters.

(a) Schedule 4.25(a) sets forth an accurate and complete list of all Seller Employees, their salary or wage rates, bonus and other compensation, Paid Time Off, recognized date of hire, department, job title, scheduled hours per week, status as part-time, full-time, PRN or temporary, name of employer, work location, and whether such Seller Employees are active or on a leave of absence (and, if so, the type of leave). Each Seller and each Plan has properly classified individuals providing services to any Seller as independent contractors or employees and as exempt or non-exempt from the application of state and federal wage and hour Laws for all purposes, as the case may be, and have properly reported all compensation paid to such service providers for all purposes, and no Proceeding has been initiated or, to the Knowledge of Sellers, threatened, against any Seller with respect to any of the foregoing. All Seller Employees are employees “at-will,” unless otherwise set forth on Schedule 4.25(a). Except as set forth on Schedule 4.19(a), no Seller is a party to any oral or written (i) employment agreement (including severance or change of control agreements), (ii) consulting agreement, or (iii) independent contractor agreement with any Person. Except as set forth on Schedule 4.25(a), no Seller Employee or other service provider of any Seller or Seller Affiliate has notified any Seller or Seller Affiliate (whether orally or in writing) of any plan to terminate employment with or services for any Seller or Seller Affiliate.

(b) Sellers and the Seller Affiliates, as applicable, are not delinquent in payments to any of the Seller Employees for any wages, salaries, commissions, bonuses or other direct compensation for any services performed for any of them or any other amounts required to be reimbursed to such Seller Employees (including Paid Time Off and other benefits) or in the payment to the appropriate Governmental Authority of all required Taxes, insurance, Social Security and withholding thereon. As of the Effective Time, no Seller or Seller Affiliate, as applicable, will have any Liability to any of the Seller Employees or to any Governmental Authority for any such matters that are not properly reflected on the Reference Balance Sheet.

(c) Except as set forth on Schedule 4.25(c): (i) there is no pending or, to the Knowledge of Sellers, threatened, employee strike, work stoppage or labor dispute at any of the Facilities, and none has ever occurred; (ii) to the Knowledge of Sellers, no union representation question exists respecting the Seller Employees or any other employees of any Seller or Seller Affiliate, no demand has been made for recognition by a labor organization by or with respect to the Seller Employees or any other employees of any Seller or Seller Affiliate, no union organizing activities by or with respect to the Seller Employees or any other employees of any Seller or Seller Affiliate are taking place, and none of the Seller Employees or any other employees of any Seller or Seller Affiliate is represented by any labor union or organization; (iii) no collective bargaining agreement exists, has existed or is currently being negotiated by any Seller; (iv) there is no unfair labor practice claim against any Seller before the National Labor Relations Board pending or, to the Knowledge of Sellers, threatened, against or involving the Business or the Facilities; (v) each Seller and Seller Affiliate is in compliance in all material respects with all Laws and Contracts to which such Seller or Seller Affiliate is a party respecting employment and employment practices, labor relations, terms and conditions of employment, and wages and hours with respect to the Seller Employees; (vi) no Seller or Seller Affiliate is engaged in any unfair labor practices with respect to the Seller Employees; and (vii) there are no pending or, to the Knowledge of Sellers, threatened, complaints or charges related to any of the Facilities before any Governmental Authority regarding employment discrimination, safety or other employment-related charges or complaints, wage and hour claims, unemployment compensation claims or workers’ compensation claims.

(d) Sellers are in compliance in all material respects with the terms and provisions of the Immigration Act. For the Seller Employees for whom compliance with the Immigration Act is required, Sellers have obtained and retained a complete and accurate copy of each such Seller Employee's Form I9 (Employment Eligibility Verification Form) and all other records or documents required to be prepared, procured or retained pursuant to the Immigration Act. Sellers have not been cited, fined, served with a Notice of Intent to Fine or with a Cease and Desist Order (as such terms are defined in the Immigration Act) at any of the Facilities, nor has any Proceeding been initiated or threatened against any Seller in connection with the Business, by reason of any actual or alleged failure to comply with the Immigration Act.

(e) Since January 1, 2013, no Seller or Seller Affiliate has effectuated (i) a "plant closing" (as defined in the WARN Act or any similar state, local or foreign Law) affecting any site of employment or one or more Facilities or operating units within any site of employment or facility of any Seller or Seller Affiliate or (ii) a "mass layoff" (as defined in the WARN Act, or any similar state, local or foreign Law) affecting any site of employment or facility of any Seller or Seller Affiliate.

4.26 **Litigation.**

(a) Schedule 4.26(a) sets forth an accurate and complete list and summary description of all Proceedings with respect to any Seller, the Business or the Purchased Assets, as well as all Orders, settlements and conciliation Contracts under which any Seller or Seller Affiliate has current or future obligations with respect to the Business or the Purchased Assets. Except as set forth on Schedule 4.26(a), there are no Proceedings, Orders, compliance reports or information requests, subpoenas or production requests pending or, to the Knowledge of Sellers, threatened, against or affecting (i) any Seller or Seller Affiliate with respect to the Business or the Purchased Assets, (ii) any Seller Employee or Practitioner or former employee or Practitioner or current or former agent of any Seller or Seller Affiliate, or (iii) any current or former medical staff member, supplier or contractor at law or in equity, or before or by any Governmental Authority. Neither Sellers nor any of the Facilities have been subject to any formal or informal (for which a Seller or Facility has received notice) Proceeding of the OIG, CMS, the Justice Department, the United States General Accounting Office, the New Hampshire Department of Justice, the New Hampshire Department of Health and Human Services, the Medicaid program or any other Governmental Authority. There are no Proceedings pending or threatened by any Seller against any Person. No event has occurred or circumstances exist that may give rise to, or serve as a basis for, any of the foregoing.

(b) To the Knowledge of Sellers, no Seller is the subject of any governmental investigation or inquiry and, to the Knowledge of Sellers, there is no valid basis for any of the foregoing. No Seller, nor any assets owned or used by any Seller, is subject to any Order or unsatisfied judgment, penalty, award, settlement Contract or conciliation Contract. Sellers have at all times been in material compliance with each Order to which any of them, or any assets owned or used by them, is or has been subject. No event has occurred or circumstance exists that could constitute or result in (with or without notice or lapse of time) a violation of, or failure to comply with, any Order to which any Seller, or any assets owned or used by any Seller, is subject. No Seller has ever received any notice or other communication (whether oral or written) from any Governmental Authority or any other Person regarding any actual, alleged, or potential violation of, or failure to comply with, any Order to which any Seller, or any assets owned or used by any Seller, is subject.

(c) No Seller has engaged in any transaction that would reasonably be expected to subject any Seller (or any successor-in-interest) to any avoidance action with respect to the Purchased Assets. Without limiting the generality of the foregoing, Sellers have not, with respect to the Purchased Assets, (i) received any material payments from their account debtors outside the ordinary course of

business, (ii) acquired or sold any asset other than for reasonably equivalent value or (iii) conducted any business with any debtor-in-possession or bankrupt estate other than in the ordinary course of business.

(d) There is no Proceeding or Order pending or, to the Knowledge of Sellers, threatened, against or affecting any Seller before any court or Governmental Authority that has or would reasonably be expected to have an adverse effect on Sellers' ability to perform under this Agreement or the other Transaction Documents with respect to any aspect of the Contemplated Transactions. No Seller is subject to any Order or other governmental restriction that would materially adversely affect the consummation of the Contemplated Transactions.

4.27 Tax Matters. Except as set forth on Schedule 4.27:

(a) Each Seller has timely filed all Tax Returns required to be filed by it, including all Tax Returns relating to the Purchased Assets and the Business (all of which are true, complete and correct in all material respects). All Taxes due and owing by each Seller (whether or not shown on any Tax Return), including all Taxes with respect to the Purchased Assets and the Business, have been timely paid. No Seller has waived any statute of limitations in respect of Taxes or agreed to any extension of time with respect to a Tax assessment or deficiency with respect to the Purchased Assets or the Business. No Seller is currently the beneficiary of any extension of time within which to file any Tax Return with respect to the Purchased Assets or the Business.

(b) Each Seller has withheld and timely paid all Taxes required to have been withheld and paid in connection with amounts paid or owing to any Seller Employee, independent contractor, creditor, or other third party, and all IRS Forms W-2 and 1099 required with respect thereto have been properly completed and timely filed. All Persons who have provided services to any Seller as independent contractors for Tax purposes were properly classified.

(c) No Seller has taken, and no Seller will take, any action in respect of any Taxes (including any withholdings required to be made in respect of Seller Employees) that may have an adverse impact upon the Purchased Assets as of or subsequent to the Effective Time.

(d) There are no Encumbrances for Taxes on any of the Purchased Assets (other than Permitted Encumbrances) and no basis exists for the imposition of any such Encumbrances.

(e) No deficiencies for Taxes have been claimed, proposed or assessed by any Governmental Authority for which any Seller may have any Liability or which may attach to the Purchased Assets. There are no pending or threatened Proceedings for or relating to any Liability in respect of Taxes for which any Seller may have any Liability or which may attach to the Purchased Assets. There are no matters under discussion by any Seller with any Governmental Authority with respect to Taxes that may result in an additional amount of Taxes for which any Seller may have any Liability or which may attach to the Purchased Assets.

(f) No Seller is a party to any Tax allocation or sharing agreement or has any Liability with respect to any such agreement (other than any Contract entered into in the ordinary course of business, the principal subject matter of which is not Taxes).

(g) There is no Assumed Contract that requires any Seller to pay a Tax gross-up or reimbursement payment to any Person.

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

(i) Each Seller has (i) timely paid all sales and use Taxes required to be paid under all applicable Law, (ii) properly collected and remitted all sales Taxes required under all applicable Law, and (iii) for all sales 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.

(j) Each Seller that is a nonprofit corporation (i) is an organization described in Section 501(c)(3) of the Code and exempt from taxation to the extent described in Section 501(a) of the Code, (ii) is not a private foundation within the meaning of Section 509(a) of the Code, (iii) is in possession of a determination letter from the Internal Revenue Service regarding its federal income Tax exemption, which determination letter has not been revoked or otherwise modified, (iv) is in compliance in all material respects with all applicable Law pertaining to the operation of an organization described in Section 501(c)(3) of the Code, including, requirements as to private benefit, inurement, self-dealing, conflicts of interest, private business use and other applicable requirements, (v) is in compliance in all material respects with all applicable requirements of Section 501(r) of the Code if such Seller is classified as a “hospital” pursuant to Section 170(b)(1)(A)(iii) of the Code and (vi) has not entered into any transaction which has constituted or may constitute an “excess benefit transaction” within the meaning of Section 4958 of the Code and the Treasury Regulations thereunder.

(k) Each Seller has (i) timely filed or caused to be filed with the appropriate Governmental Authority all reports required to be filed with respect to any unclaimed property and has remitted to the appropriate Governmental Authority all unclaimed property required to be remitted, or (ii) delivered or paid all unclaimed property to its original or proper recipient. None of the Purchased Assets is escheatable to any Governmental Authority under any applicable Law.

(l) The Joint Venture Entity has filed all Tax Returns required to be filed by it and all Taxes due and owing by it (whether or not shown on any Tax Return) have been paid.

4.28 Environmental Matters. Except as set forth on Schedule 4.28:

(a) Each Seller has at all times materially complied, and is in material compliance with, and the Real Property and all improvements on the Real Property are in material compliance with, all applicable Environmental Laws.

(b) No Seller has any Liability under any Environmental Law with respect to any of the Purchased Assets or the Real Property, and no Seller is responsible for any Liability of any other Person under any Environmental Law with respect to any of the Purchased Assets or the Real Property. There are no pending or, to the Knowledge of Sellers, threatened, Proceedings or Orders based on, and no Seller or Seller Affiliate has received any written notice, or to the Knowledge of Sellers, oral notice, of any complaint, Order, directive, citation, notice of responsibility, notice of potential responsibility, or information request from any Governmental Authority or any other Person arising out of or attributable to any Environmental Condition or alleged noncompliance with any Environmental Law, nor does any fact exist that would reasonably be expected to form the basis for any such actions or notices arising out of or attributable to any Environmental Condition or alleged noncompliance with any Environmental Law.

(c) There are no Environmental Conditions existing at, underneath, or migrating to or from the Real Property, nor are there any Environmental Conditions resulting from, or which could reasonably be expected to result from, the operation of the Business or the Real Property.

(d) Sellers have been duly issued, and currently have and will maintain through the Effective Time, all Approvals and Permits required under any Environmental Law with respect to any of

the Facilities. A true and complete list of such Approvals and Permits, all of which are valid and in full force and effect, is set forth on Schedule 4.28, and any Approvals and Permits presently undergoing modification or renewal are described as such on Schedule 4.28. There are no Proceedings pending or, to the Knowledge of Sellers, threatened, that seek the revocation, cancellation, suspension or adverse modification of any such Approval or Permit. All required applications for renewal thereof have been timely filed. No such Approval or Permit will terminate as a result of the consummation of the Contemplated Transactions. Sellers are, and at all times have been, in compliance with such Approvals and Permits. Except in accordance with such Approvals and Permits, there has been no release of material regulated by such Approvals and Permits at, on, under, or from the Real Property in violation of Environmental Laws.

(e) The Real Property contains no underground improvements, including treatment or storage tanks, or underground piping associated with such tanks, used currently or in the past for the management of Hazardous Materials, and no Person has used any portion of the Real Property as a dump or landfill.

(f) Sellers have provided to Buyer all environmental audits, reports and assessments concerning the Facilities, the Real Property or the Business that are in the possession, custody or control of Sellers or any Seller Affiliate.

(g) Sellers will promptly furnish to Buyer written notice of any Environmental Condition or of any actions or notices described in this Section 4.28 arising or received after the date hereof.

(h) No PCBs, lead-based paint, or asbestos-containing materials (each as defined in Environmental Laws) are present on or in the Real Property or the improvements thereto.

(i) No Encumbrance in favor of any Person relating to or in connection with any claim under any Environmental Law has been filed or has attached to the Real Property.

4.29 Absence of Changes. Since the Balance Sheet Date, Sellers have conducted the Business in the ordinary course of business and there has not occurred any material change in the operation of the Business or any event or development that, individually or in the aggregate, has or could reasonably be expected to have a Material Adverse Effect. Since the Balance Sheet Date, no Seller has taken any action that, if taken after the date of this Agreement, would constitute a breach of any of the covenants set forth in Section 6.2.

4.30 Affiliate Transactions. Except as set forth on Schedule 4.30, no Seller Affiliate, directly or indirectly: (a) provides any services to the Business or is a lessor, lessee or supplier to the Business; (b) has any cause of action or other claim whatsoever against, or owes any amount to, or is owed any amount by, any Seller; (c) has any financial interest in, or owns property or rights used in, the Business; (d) is a party to any Contract relating to the Purchased Assets or the Business (other than compensation or employee benefits payable in the ordinary course of business); (e) has received from, or furnished to, any Seller any goods or services; or (f) has any financial interest in, or serves as an officer, manager, director of any customer, competitor or vendor or supplier of the Business.

4.31 Seller Bank Accounts. Schedule 4.31 lists all checking, deposit accounts or other deposit or safekeeping arrangements owned or controlled by any Seller or Seller Affiliate that relate to the Business (the "Seller Bank Accounts"), including: (a) the names and locations of all financial institutions at which such Seller Bank Accounts are maintained; (b) the names, account numbers and other means of identifying such Seller Bank Accounts; (c) the names and titles of each Person who has signature

authority with respect to such Seller Bank Accounts and (d) whether any Accounts Receivable, including payments or reimbursement from Private Programs and Government Programs, are deposited into such Seller Bank Accounts.

4.32 Solvency. No Seller is insolvent or will be rendered insolvent as a result of any of the Contemplated Transactions. For purposes hereof, the term “solvent” means that: (a) the fair salable value of each Seller’s tangible assets is in excess of the total amount of its Liabilities (including for purposes of this definition all Liabilities, whether or not reflected on a balance sheet prepared in accordance with GAAP, and whether direct or indirect, fixed or contingent, secured or unsecured, and disputed or undisputed); (b) each Seller is able to pay its debts or obligations in the ordinary course as they mature; and (c) each Seller has capital sufficient to carry on its businesses and all businesses in which it is about to engage.

4.33 Brokers and Finders. Except as set forth on Schedule 4.33, there are no claims for brokerage commissions, finders’ fees, financial advisors’ fees or similar compensation in connection with the Contemplated Transactions based on any Contract to which any Seller is a party or that is otherwise binding upon any Seller, and no Person is entitled to any fee or commission or like payment in respect thereof.

4.34 Transferred Equity Interests. Other than the Transferred Equity Interests, the Purchased Assets do not include any ownership interests, partnership interests, membership interests or capital stock held by Sellers in any Person. Schedule 4.34 identifies as to the Transferred Equity Interests: (a) the type of organization of the Joint Venture Entity (e.g., corporation, limited partnership, limited liability company, etc.) and the state of such entity’s organization; (b) the type of interest to be transferred (e.g., membership, partnership, stock, etc.); (c) the ownership percentage of such interest held by the applicable Seller as compared to the total outstanding interests in the Joint Venture Entity; (d) all other Persons holding an interest in the Joint Venture Entity and the percentage interest held by each such other Person; and (e) all consents necessary to transfer the Transferred Equity Interests to Buyer. Sellers own and hold good and beneficial interest in and to the Transferred Equity Interests, and, except as provided on Schedule 4.34, free and clear of all Encumbrances, restrictions, rights of first refusal, voting trusts, voting agreements, buy/sell agreements, preemptive rights or any other interest. The Transferred Equity Interests have been duly authorized and are validly issued, fully-paid and non-assessable. Sellers have provided Buyer with true and complete copies of the organizational documents (i.e., articles of incorporation, bylaws, partnership agreements, articles of organization, regulations, etc.) of the Joint Venture Entity. The Transferred Equity Interests were issued to and acquired by Sellers in compliance with all applicable state and federal securities Laws.

4.35 Books and Records. The Books and Records are accurate in all material respects and the transactions entered therein represent bona fide transactions. The Books and Records are in good order, are complete and have been maintained in accordance with applicable Law in all material respects.

4.36 Statements True and Correct. The representations and warranties of each Seller contained in this Agreement and the other Transaction Documents, the statements contained in the Schedules or certificates or other documents furnished, or to be furnished, to Buyer pursuant to this Agreement and the information furnished, or to be furnished, to Buyer and Buyer’s Representatives by each Seller pursuant to this Agreement or in connection with the Contemplated Transactions do not and will not contain any untrue statement of a material fact, or omit to state any material fact necessary to make the statements or facts contained therein with respect to any Seller, the Business or the Purchased Assets not misleading.

4.37 **No Other Representations and Warranties.** Sellers acknowledge that, except for the representations and warranties contained in this Agreement (including the Disclosure Schedules) and the other Transaction Documents, none of Buyer or any of its Affiliates or any of their respective Representatives makes or shall be deemed to have made any representation or warranty, either express or implied, in connection with the Contemplated Transactions. Notwithstanding this Section 4.37 or any other provision contained in this Agreement, the Parties agree that Sellers expressly reserve and do not waive any rights, remedies or claims based on fraud, intentional misrepresentation or willful or criminal misconduct of Buyer, any of its Affiliates or any of their respective Representatives.

5. REPRESENTATIONS AND WARRANTIES OF BUYER.

Buyer hereby represents and warrants to Sellers that the statements contained in this Article 5 are true and correct as of the date of this Agreement and will be true and correct as of the Closing Date (except in the case of representations and warranties that are made as of a specified date, in which case such representations and warranties will be true and correct as of such specified date).

5.1 **Organization; Capacity.** Buyer is a limited liability company duly organized, validly existing and in good standing under the Laws of the State of Delaware. Buyer has the requisite power and authority to enter into this Agreement and the other Transaction Documents to which Buyer will become a party hereunder and to perform its obligations hereunder and thereunder.

5.2 **Authority; Non-contravention; Binding Agreement.**

(a) The execution, delivery and performance by Buyer of this Agreement and the other Transaction Documents to which it is a party or will become a party, and the consummation by Buyer of the Contemplated Transactions and its obligations under the Transaction Documents, as applicable (i) are within Buyer's limited liability company powers and are not, and will not be, in contravention or violation of the terms of Buyer's organizational or governing documents; (ii) except as set forth on Schedule 5.2(a), do not require any Approval of, filing or registration with, the issuance of any Permit by, or any other action to be taken by, any Governmental Authority to be made or sought by Buyer; and (iii) assuming the Approvals and Permits set forth on Schedule 5.2(a) are obtained, do not and will not require any Approval or other action under, conflict with, or result in any violation of or default under (with or without notice or lapse of time or both) any Order or Law to which Buyer may be subject.

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

5.3 **Litigation.** There is no Proceeding or Order pending or, to the Knowledge of Buyer, threatened against or affecting Buyer or any of its properties or rights that challenges or may otherwise have the effect of preventing, rendering illegal or otherwise delaying the Contemplated Transactions.

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

5.5 **No Other Representations and Warranties.** Buyer acknowledges that, except for the representations and warranties contained in this Agreement (including the Disclosure Schedules) and the

other Transaction Documents, none of Sellers or Seller Affiliates or any of their respective Representatives makes or shall be deemed to have made any representation or warranty, either express or implied, in connection with the Contemplated Transactions (including, with respect to, estimates, projections, forecasts or other forward-looking information). With respect to any estimate, projection or forecast delivered by or on behalf of Sellers or Seller Affiliates to Buyer, Buyer acknowledges that (a) there are uncertainties inherent in attempting to make such estimates, projections and forecasts, (b) Buyer is aware that actual results may differ materially and (c) Buyer shall have no claim against Sellers or any Seller Affiliate with respect to any such estimate, projection or forecast. Buyer acknowledges that neither Sellers nor Seller Affiliates (nor any Person acting on their behalf) have made any representations or warranties to Buyer regarding the probable success or profitability of the Business. Notwithstanding this Section 5.5 or any other provision contained in this Agreement, the Parties agree that Buyer expressly reserves and does not waive any rights, remedies or claims based on fraud, intentional misrepresentation or willful or criminal misconduct of any Seller, any Seller Affiliate or any of their respective Representatives.

5.6 Solvency. Immediately after giving effect to the consummation of the transaction contemplated herein: (a) the fair salable value of Buyer's tangible assets is in excess of the total amount of its Liabilities (including for purposes of this definition all Liabilities, whether or not reflected on a balance sheet prepared in accordance with GAAP, and whether direct or indirect, fixed or contingent, secured or unsecured, and disputed or undisputed); (b) Buyer is able to pay its debts or obligations in the ordinary course as they mature; and (c) Buyer has capital sufficient to carry on its businesses and all businesses in which it is about to engage.

5.7 Compliance with Laws.

(a) (i) Buyer has conducted, and is conducting, its business and its respective properties and facilities in compliance with all Laws, and (ii) Buyer has not (A) received notice, correspondence or other written or oral communication of any violation, alleged violation or potential violation of, or Liability under, any such Laws, or to the effect that Buyer or a Representative of, or any Person acting on behalf of, Buyer, is or could potentially be under investigation or inquiry with respect to any violation or alleged violation of any Law, applicable to Buyer, or (B) any actual, alleged, or potential obligation to undertake, or to bear all or any portion of the cost of, any remedial action.

(b) No event has occurred, and no condition exists, that would reasonably be expected to (with or without notice or lapse of time) constitute or result directly or indirectly in (i) a violation by Buyer of, or a failure on the part of Buyer to comply with, any Law relating to the operation and conduct of its business or any of its respective properties or facilities or (ii) any obligation on the part of a Buyer to undertake, or to bear all or any portion of the cost of, any remedial action.

5.8 Statements True and Correct. The representations and warranties of Buyer contained in this Agreement and the other Transaction Documents, the statements contained in the Schedules or certificates or other documents furnished, or to be furnished, to Sellers pursuant to this Agreement and the information furnished, or to be furnished, to Sellers and Sellers' respective Representatives by Buyer pursuant to this Agreement or in connection with the Contemplated Transactions do not and will not contain any untrue statement of a material fact, or omit to state any material fact necessary to make the statements or facts contained therein with respect to Buyer not misleading.

6. PRE-CLOSING COVENANTS OF SELLERS AND BUYER.

6.1 Access to Premises; Information. From the date of this Agreement until the Effective Time, to the extent permitted by Law, Sellers shall, and shall cause the Seller Affiliates to, allow Buyer,

its Affiliates and its and their respective authorized Representatives access to, and the right to inspect, the Facilities, properties, Contracts, papers, and Books and Records of any Seller and any Seller Affiliate relating to the Business or the Purchased Assets, and will furnish Buyer with such additional financial and operating data and other information relating to the Business or the Purchased Assets as Buyer may from time to time request without regard to where such information may be located. Sellers will furnish to Buyer's and its Affiliates' Representatives access, upon reasonable prior notice and during normal business hours, to the Seller Employees and the officers and agents of any Seller who have responsibility for the operation of the Business and the Facilities. Buyer's and its Affiliates' right of access and inspection shall be made in such a manner as not to unreasonably interfere with the Business.

6.2 Conduct of Business. From the date of this Agreement until the Effective Time, Sellers will (a) conduct the Business in the ordinary course of business; (b) preserve intact their corporate existence and business organization; (c) use their commercially reasonable efforts to preserve the goodwill and present business relationships (contractual or otherwise) with all customers, suppliers, resellers, Seller Employees, licensors, distributors and others having business relationships with them, in each case with respect to the Business; (d) make all normal repairs, maintenance and planned capital expenditures with respect to the Business; (e) use their commercially reasonable efforts to preserve in all material respects their present properties used in or related to the operation of the Business, including the Personal Property; (f) comply in all material respects with all applicable Law and all Material Contracts; (g) pay all Liabilities of the Business as such Liabilities become due and payable; and (h) maintain all existing Approvals and Permits applicable to the Business. Without limiting the foregoing, and as an extension thereof, except as set forth on Schedule 6.2 or as expressly permitted by any other provision of this Agreement, Sellers will not, from the date of this Agreement until the Effective Time, directly or indirectly, do, agree or commit to do, or take any action, or fail or omit to take any action that would result in, any of the following without the prior written consent of Buyer:

(i) sell, lease, license, assign, convey, distribute or otherwise transfer or dispose of any of the Purchased Assets, except dispositions of Inventory in the ordinary course of business, with comparable replacement thereof;

(ii) fail to maintain the Purchased Assets in at least as good condition as they are being maintained on the date hereof, subject to normal wear and tear;

(iii) mortgage, pledge or subject to any Encumbrance any portion of the Purchased Assets, other than Permitted Encumbrances;

(iv) incur any Indebtedness or guarantee any Indebtedness outside the ordinary course of business;

(v) amend, modify, accelerate or terminate, as applicable, any Assumed Contract, Approval or Permit;

(vi) waive, release, assign, settle or compromise any material rights or claims, or any material litigation or arbitration with respect to the Business or the Purchased Assets;

(vii) disclose to any Person that is not subject to any confidentiality or non-disclosure agreement, or otherwise fail to maintain or protect the confidentiality of, any Trade Secrets of, or related to, the Business (including source code included in the Owned Intellectual Property) or other Confidential Information;

(viii) (A) increase the compensation or benefits payable or to become payable to any Practitioner or other Referral Source of any Seller, Seller Employee, or any director, manager, officer or consultant of the Business; (B) grant or increase any rights to change in control, severance or termination payments or benefits to, or enter into any change in control, employment, consulting or severance agreement with, any Seller Employee or any other Person, including any director, manager, officer or consultant of the Business; (C) establish, adopt, enter into, amend, modify or terminate any Plan, except to the extent required by applicable Law; or (D) take any affirmative action to amend or waive any performance or vesting criteria or accelerate vesting, exercisability or funding under any Plan;

(ix) (A) make loans or advances to, guarantees for the benefit of, or any investments in any Person or (B) cancel any Indebtedness owed to any Seller or waive any claims or rights of value;

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

(xi) (A) accelerate or delay collection of notes receivable or Accounts Receivable in advance of or beyond their regular due dates or the dates when the same would have been collected in the ordinary course of business; (B) delay or accelerate payment of any account payable related to the Business in advance of or beyond its due date or the date such Liability would have been paid in the ordinary course of business; (C) make any changes to the cash management policies of any of the Facilities; (D) delay or postpone the repair or maintenance of the Facilities; or (E) vary any inventory purchase practices of any of the Facilities in any material respect from past practices;

(xii) make any capital expenditure commitment in excess of \$100,000 for additions to property, plant, equipment, intangible or capital assets of the Business or for any other purpose, other than for routine and customary repairs or replacement;

(xiii) fail to keep in force the Insurance Policies or replacement or revised provisions providing insurance coverage with respect to the Purchased Assets or the Business as are currently in effect;

(xiv) take or omit to take any action that, individually or in the aggregate, could reasonably be expected to result in any representation or warranty of Sellers to be untrue, result in a breach of any covenant made by Sellers in this Agreement, would require disclosure pursuant to Section 6.4 or could reasonably be expected to result in any condition set forth in Article 8 not being satisfied;

(xv) enter into any new line of business or make any material change in the Business or the operation of the Purchased Assets;

(xvi) acquire (including by merger, consolidation, license or sublicense) any interest in any Person or material portion of the assets or business of any Person, or otherwise acquire any material asset other than in the ordinary course of business; or

(xvii) (A) make or change any election concerning Taxes; (B) file any amended Tax Return; (C) enter into any closing Contract or settle any Tax claim, or assessment; (D) consent to any extension or waiver of the limitation period applicable to any Tax claim Proceeding or assessment; or (E) omit to take any action relating to the filing of any Tax Return or the payment of any Tax in each case, relating to the Purchased Assets or the Business.

6.3 Consents to Assignment.

(a) Unless Buyer notifies Sellers in writing that Buyer will seek consent from, or deliver notice to, a party to a specific Assumed Contract (in which case Sellers' obligations under this Section 6.3 shall be limited to using commercially reasonable efforts to assist Buyer in obtaining such consent or providing such notice), Sellers shall be responsible for obtaining or delivering, and shall use commercially reasonable efforts to obtain or deliver, as applicable, prior to the Closing, any and all consents or notices to assign any Assumed Contract necessary or desirable in connection with the Contemplated Transactions. Each Party shall cooperate with the other as reasonably requested to obtain any such consents or deliver any such notices.

(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 a breach thereof or in any material way adversely affect the rights of a Seller thereunder (or the rights of Buyer thereunder following the Effective Time), unless such consent is obtained. If such consent is not obtained, or if an attempted assignment would be ineffective or would materially and adversely affect the rights of a Seller thereunder (or the rights of Buyer thereunder following the Effective Time), then Sellers shall, upon the request of Buyer, cooperate in any reasonable arrangement designed to provide for Buyer the benefits under any such Assumed Contract, including enforcement of any and all rights of any Seller against the other party or parties thereto. Notwithstanding the forgoing, at Buyer's written request, any Assumed Contract will be assigned to Buyer notwithstanding the failure of Sellers to obtain any consent thereto. To the extent Buyer cannot receive the benefit of an Assumed Contract due to the failure or inability to obtain the necessary consent from the counterparty to such Assumed Contract, then, at Buyer's option, such Contract shall be deemed an Excluded Contract, and all Liabilities with respect to such Contract shall be Excluded Liabilities.

(c) If, prior to the Closing, Buyer discovers information regarding an Assumed Contract that causes Buyer to determine in its reasonable discretion that such Assumed Contract may violate applicable Law or HCA policies, Buyer shall have the right to designate such Assumed Contract as an Excluded Contract by delivery of written notice to Sellers of such election prior to the Closing Date, and as a result, such Contract shall be deemed an Excluded Contract.

6.4 Notification of Certain Matters; Disclosure Schedule Updates.

(a) From the date of this Agreement until the Closing Date, Sellers shall give prompt written notice to Buyer of (i) the occurrence, or failure to occur, of any event, circumstance or fact that is reasonably likely to cause any representation or warranty of Sellers contained in this Agreement to be untrue in any material respect; (ii) any failure of a Seller to comply with or satisfy, in any material respect, any covenant, condition or agreement to be complied with or satisfied by it under this Agreement; and (iii) any other material development affecting the Purchased Assets or the Assumed Liabilities. Such notice shall provide a reasonably detailed description of the relevant circumstances and shall include the amount that Sellers believe, based on facts known to Sellers, would be payable by Sellers pursuant to the indemnification provisions set forth in Article 10. Except as expressly set forth in Section 6.4(c), the content of any notice or update delivered by Sellers to Buyer prior to the Closing Date pursuant to this Section 6.4 shall not be deemed to amend or supplement the Disclosure Schedules or to modify the applicable representations, warranties and covenants contained in this Agreement or the other Transaction Documents for purposes of determining whether applicable conditions precedent in Article 8 are satisfied or for purposes of determining or calculating Sellers' indemnification obligations set forth in Article 10.

(b) If (i) Buyer or any Seller discovers at any time following the date of this Agreement that any Material Contract exists that is not set forth on Schedule 4.19(a) or any Contract

exists that was not made available to Buyer by Sellers prior to the date of this Agreement; (ii) any Seller enters into a Contract between the date of this Agreement and the Closing Date; or (iii) a Material Contract is set forth on Schedule 4.19(a), but has not been made available to Buyer prior to the date of this Agreement, then Sellers shall promptly notify Buyer of such fact and provide Buyer with an accurate and complete copy of such Contract. Buyer may, in its sole discretion, designate such Contract either as an Assumed Contract or Excluded Contract, and if Buyer elects to treat such Contract as an Assumed Contract, the Parties shall update Schedule 2.1(h) accordingly.

(c) At any time prior to the date that is fifteen (15) Business Days prior to Closing, each Party shall have the right (but not the obligation) to supplement or amend one or more of their respective Disclosure Schedules with respect to any events or circumstances occurring after the date hereof (each a “**Schedule Supplement**”) solely to the extent that such Party (the “**Updating Party**”) certifies in such Schedule Supplement to the other Party (the “**Non-Updating Party**”) that such events or circumstances (i) cause a breach of a representation or warranty made by the Updating Party in this Agreement, (ii) would cause the closing condition in Section 8.1 or Section 9.1, as applicable, to fail to be satisfied, and (iii) do not arise out of a breach of the covenants made by the Updating Party in this Agreement. Upon the Non-Updating Party’s receipt of a Schedule Update, the Non-Updating Party shall have the right to terminate this Agreement by delivery of a written notice to the Updating Party within fifteen (15) days of such receipt. If the Non-Updating Party does not deliver a written notice to the Updating Party within such fifteen (15) day period, then the Non-Updating Party shall be deemed to have irrevocably waived its right to terminate this Agreement with respect to such Schedule Supplement. Notwithstanding the foregoing, the Parties agree and acknowledge that no disclosure in any Schedule Supplement shall cure any inaccuracy in or breach of any representation or warranty contained in this Agreement for purposes of the indemnification rights contained in this Agreement.

6.5 Approvals. Between the date of this Agreement and the Closing Date, (a) Buyer, at its sole cost and expense, shall take all reasonable steps to obtain as promptly as practicable all Approvals and Permits necessary for Buyer’s operation of the Business following the Effective Time, and (b) Sellers, at their sole cost and expense, shall take all reasonable steps to obtain as promptly as practicable all Approvals and Permits necessary for Sellers to transfer the Purchased Assets to Buyer. Notwithstanding the foregoing, Buyer and Sellers agree to cooperate with each other and to provide such information and communications to each other or to any Governmental Authority as may be reasonably requested in order to obtain the Approvals and Permits contemplated above or otherwise necessary to consummate the Contemplated Transactions. Sellers and Buyer will, and will cause their respective counsel to, supply to each other copies of all material correspondence, filings or written communications by such Party or its Affiliates with any Governmental Authority or staff members thereof, with respect to the Contemplated Transactions.

6.6 Title and Survey Matters.

(a) Buyer has received commitments (the “**Commitments**”) from the Title Company to issue as of the Effective Time an extended ALTA owner’s or leasehold, as appropriate, policy of title insurance in such form that Buyer deems appropriate, in Buyer’s reasonable discretion, with all endorsements, as reasonably required by Buyer (the “**Title Policy**”) for the Owned Real Property and the Leased Real Property in which any Seller owns a leasehold interest in the land relating to such Leased Real Property, together with appurtenant easements, improvements, buildings and fixtures thereon, in amounts equal to the value assigned to such Real Property by Buyer. The Parties agree that the Title Company shall be responsible for all underwriting decisions with respect to the policy or policies issued pursuant to the Commitments. The Commitments provide for the issuance of the Title Policy to Buyer as of the Effective Time and shall insure fee simple title to the Owned Real Property and a leasehold interest for the Leased Real Property in which any Seller owns a leasehold interest in the land relating to such

Leased Real Property, subject only to the Permitted Encumbrances and without standard exceptions. Sellers will deliver any commercially reasonable information as may be required by the Title Company under the requirements section of the Commitments or otherwise in connection with the issuance of the Title Policy. Sellers will provide a commercially reasonable owner's affidavit of title in connection with the Owned Real Property and/or such other information as the Title Company may reasonably require in order for the Title Company to insure over the "gap" (i.e. the period of time between the effective date of the Title Company's last title update of the Real Property and the Effective Time) to cause the Title Company to delete all standard exceptions from the Title Policy and to provide mechanics' lien coverage; provided, however, that Sellers have no obligation to omit the survey exception, which shall be addressed solely in connection with the Surveys.

(b) Buyer has received ALTA surveys of the land and improvements comprising the Owned Real Property and the Leased Real Property in which any Seller owns a leasehold interest in the land relating to such Leased Real Property (collectively, the "**Surveys**") from a New Hampshire-licensed surveyor selected by Buyer (the "**Surveyor**"). The legal descriptions of the surveyed Real Property created by the Surveyor together with the legal descriptions set forth in Sellers' vesting deeds shall be used to convey title to Buyer pursuant to the Deeds. The Surveys comply in all respects with the minimum detail requirements of the ALTA/American Congress on Survey and Mapping as such requirements were in effect on the date of preparation of the Surveys and are sufficient for the Title Company to remove all standard survey exceptions from the Title Policy and issue a survey endorsement acceptable to Buyer. The Surveys will be certified to Buyer, the Title Company and any other Person as Buyer directs.

(c) Except as set forth on Schedule 6.6(c), all exceptions set forth in Schedule B-2 of the Commitments (excluding standard exceptions) and all matters shown on the Surveys are deemed Permitted Encumbrances (excluding any Monetary Lien which will not be deemed a Permitted Encumbrance). All items, matters, comments and questions on Schedule 6.6(c) are referred to hereinafter as "**Title and Survey Objections**." Sellers will use commercially reasonable efforts to cure, resolve or insure over each Title and Survey Objection to Buyer's reasonable satisfaction no later than twenty (20) Business Days before the Closing. If Sellers are unable, despite the use of their commercially reasonable efforts, to cure, resolve or insure over any Title or Survey Objection, Sellers will inform Buyer in writing no later than seventeen (17) Business Days before the Closing. Upon receipt of Sellers' notice, Buyer may elect, in its sole and absolute discretion, either to (i) waive any uncured Title and Survey Objection and close the Contemplated Transactions, subject to the satisfaction or waiver of the remaining closing conditions in Article 8 and Article 9, it being understood that any such waiver shall not waive, limit or otherwise affect any Buyer Indemnified Party's right to indemnification pursuant to Section 10.1(a)(vi), or (ii) terminate this Agreement without Liability or penalty by delivering written notice to Sellers.

6.7 Additional Financial Information. Within fifteen (15) days following the end of each calendar month between the date of this Agreement and the Closing Date, Sellers will deliver to Buyer copies of the unaudited consolidated balance sheets and the related unaudited consolidated statements of operations relating to the Business for each month then ended and any additional financial statements or information to the extent prepared in the ordinary course of business. Such financial statements shall be prepared from and in accordance with the Books and Records of Sellers, shall fairly present the financial position and results of operations of the Business as of the date and for the period indicated, and shall be prepared in accordance with GAAP, consistently applied, except that such financial statements need not include required footnote disclosures, nor reflect normal year-end adjustments or adjustments that may be required as a result of the Contemplated Transactions.

6.8 Closing Conditions. Between the date of this Agreement and the Closing Date, Sellers and Buyer will use their commercially reasonable efforts to cause the conditions specified in Article 8 and

Article 9 over which Sellers, any Seller Affiliate, Buyer or any of its Affiliates, as applicable, have control to be satisfied as soon as reasonably practicable.

6.9 **Interim Operating Reporting.** During the period from the date of this Agreement until the Closing Date, Sellers shall cause its Representatives to confer from time to time as requested by Buyer with one or more Representatives of Buyer to report material operational matters in respect of the Facilities and to report the general status of ongoing operations. Sellers shall notify Buyer in writing of any adverse change in the financial position or earnings of the Facilities after the date of this Agreement and prior to the Closing Date and any unexpected emergency or other unanticipated change in the Facilities and of any complaints or Proceedings (or communications indicating that the same may be contemplated) by or on behalf of Governmental Authorities or of any other such matter and shall keep Buyer fully informed of such events.

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

6.11 **Bulk Sales Laws.** Buyer and Sellers hereby waive compliance with the provisions of any bulk sales, bulk transfer or similar Laws of any jurisdiction that may otherwise be applicable with respect to the sale of any or all of the Purchased Assets to Buyer; it being understood that any Liabilities arising out of the failure of Sellers to comply with the requirements and provisions of any bulk sales, bulk transfer or similar Laws of any jurisdiction shall be treated as Excluded Liabilities.

6.12 **Social Media Accounts.** On the Closing Date, Sellers shall grant Buyer exclusive access rights and permissions to the social media accounts owned or operated by Sellers set forth on Schedule 4.18(a).

6.13 **Exclusivity.** In consideration of the time, effort and other expense expended by Buyer in connection with the Contemplated Transactions, Sellers will not, and will cause the Seller Affiliates and each of their respective Representatives not to, after the date of this Agreement and until the earlier of the Closing Date or the termination of this Agreement in accordance with Article 12, whether directly or indirectly, (a) initiate, solicit, encourage, respond to, or otherwise facilitate any inquiries or proposals or enter into or continue any discussions, negotiations, understandings, arrangements or agreements (other than with Buyer or its Representatives) relating to: (i) any sale or lease of all or any material portion of the Purchased Assets or any equity interest in any entity that directly or indirectly owns or leases any portion of the Facilities or any material portion of the Purchased Assets (including by merger or consolidation); (ii) any management or lease arrangement in connection with the business and operation of the Facilities or the Business; or (iii) any other material transaction involving all or any material portion of the Purchased Assets (each an "**Alternative Transaction**"); (b) provide any assistance, information, documents or data to, or otherwise cooperate or have discussions with, any Person (other than Buyer or its Representatives) in connection with any inquiry, offer, proposal or agreement relating to a possible Alternative Transaction; (c) afford any access to the personnel, offices, facilities, properties or the Books and Records of any Seller to any Person (other than Buyer or its Representatives) relating to an Alternative Transaction or (d) otherwise assist or facilitate the making of, or cooperate in any way regarding any inquiry, offer, proposal or agreement by any Person (other than Buyer or its Representatives) relating to a possible Alternative Transaction. In the event an inquiry, offer, proposal or agreement relating to an Alternative Transaction is received by any Seller, any Seller Affiliate, or any of their respective Representatives from a Person (other than Buyer or its Representatives), Sellers will promptly notify Buyer of the receipt of such inquiry, offer, proposal or agreement, which notice shall include information as to the substance of such inquiry, offer, proposal, or agreement and the identity of

the Person making such inquiry, offer, proposal, or agreement, and will promptly notify the Person making such inquiry, offer, proposal, or agreement of the existence of this exclusivity covenant (but not disclose the identity of any other Parties to this Agreement or any terms of this Agreement) and of Sellers' unwillingness to discuss any Alternative Transaction until this Agreement is terminated. Each Seller agrees and acknowledges that the violation of the covenants or agreements in this Section 6.13 would cause irreparable injury to Buyer and its Affiliates and that monetary damages and any other remedies at law for any violation or threatened violation thereof would be inadequate, and that, in addition to whatever other remedies may be available at law or in equity, Buyer and its Affiliates shall be entitled to temporary and permanent injunctive or other equitable relief without the necessity of proving actual damages or posting a bond or other security. Promptly following the date of this Agreement, Sellers shall, and shall cause the Seller Affiliates to, request that (i) all Confidential Information previously disclosed to any other Person (except Buyer or its Representatives) in connection with the sale process of the Business be destroyed or returned to Sellers, (ii) all notes, abstracts and other documents that contain Confidential Information be destroyed, and (iii) the receiving party of such Confidential Information provide Sellers a written certification of an officer of the receiving party that the foregoing clauses (i) and (ii) have been satisfied.

6.14 Confidentiality.

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

(b) Prior to the Closing, unless otherwise required by applicable Law (in which case the disclosing Party will use its commercially reasonable efforts to notify the non-disclosing Party of such disclosure), no Party shall make any public announcements in respect of this Agreement or the Contemplated Transactions or otherwise communicate with any news media in connection therewith without the prior written consent of the other Party. To the extent that a press release is to be issued or made following the Closing announcing the Contemplated Transactions, (i) the content of such press release shall be determined by Buyer after consultation with Sellers (provided, however, that the determination of such content shall be in Buyer's sole and absolute discretion) and (ii) unless otherwise required by Law, the timing of such press release shall be mutually agreed upon by Buyer and Sellers, but the Parties agree that such press release will be issued or made within a reasonable time after the Closing.

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

6.15 **Casualty.** If any part of the Purchased Assets (including any Facility) is damaged, lost or destroyed (whether by fire, theft, vandalism or other cause or casualty), in whole or in part, prior to the Effective Time (such damaged, lost or destroyed assets, the "**Damaged Assets**"), Buyer may, at its option, (a) reduce the Purchase Price by the greater of (i) the fair market value of the Damaged Assets (such value to be determined as of the date immediately prior to such damage, loss or destruction) plus an amount equal to the estimated revenues in excess of expenses for the Facilities during any period of repair

or reconstruction that extends beyond the Closing (the “**Estimated Business Loss**”), or (ii) the estimated cost to replace or restore the Damaged Assets plus an amount equal to the Estimated Business Loss, (b) require Sellers to transfer the proceeds (or the right to the proceeds) of the applicable Insurance Policies covering the Damaged Assets (including the business interruption Insurance Policy covering the Business) to Buyer at the Closing plus an amount equal to any deductibles paid or incurred by Sellers, or (c) if the fair market value of the Damaged Assets is greater than \$5,000,000 or if a Facility has suffered material damage, terminate this Agreement. Any reduction in the Purchase Price pursuant to this Section 6.15 shall be determined by VMG Health and the costs and expenses of VMG Health shall be borne equally by Sellers (in an amount of fifty percent (50%) of total costs and expenses) and Buyer (in an amount of fifty percent (50%) of total costs and expenses). Until the Effective Time, Sellers will bear all risk of loss with respect to the Damaged Assets.

6.16 Transferred Seller Bank Accounts. Between the date of this Agreement and the Closing Date, Sellers shall take such actions, and execute and deliver such documents, as are reasonably necessary or appropriate to transfer at Closing the ownership of the Transferred Seller Bank Accounts (exclusive of all cash and cash equivalents in such Transferred Seller Bank Accounts, which cash and cash equivalents shall be Excluded Assets), including facilitating contact between Buyer’s Representatives and any financial institution at which any of such Transferred Seller Bank Accounts is maintained, obtaining any signature guarantees required by any financial institution at which any of such Transferred Seller Bank Accounts is maintained, transferring all cash and cash equivalents out of such Transferred Seller Bank Accounts prior to Closing, and ensuring that no debits or cash sweeps of whatever kind will be made by or on behalf of Sellers or any Seller Affiliate out of such Transferred Seller Bank Accounts following the Closing. Between the date of this Agreement and the Closing Date, Buyer shall have the right to designate any Transferred Seller Bank Account as an Excluded Asset by delivery of written notice to Sellers of such election prior to the Closing Date, and as a result, such Transferred Seller Bank Account shall be deemed an Excluded Asset, and Schedule 2.1(s) shall be deemed to be automatically updated accordingly and the Parties shall update Schedule 2.1(s) accordingly.

6.17 Insurance Policies. Sellers will obtain supplemental insurance policies (the “**Tail Policies**”) providing for extended reporting periods for claims made after the Effective Time in respect of events occurring prior to the Effective Time, in form and substance reasonably acceptable to Buyer, for any claims-made Insurance Policies held for the benefit of the Business, the Purchased Assets, the Facilities, or the Practitioners, including professional liability coverage, relating to all periods prior to the Effective Time, and to have the effect of converting such claims-made Insurance Policies into “occurrence based” coverage. Such Tail Policies shall extend for the maximum time period permissible by each respective Insurance Policy and shall provide minimum coverage in an amount no less than the coverage currently maintained under the applicable Insurance Policy. Sellers shall deliver to Buyer evidence of Sellers’ purchase of the Tail Policies at least five (5) Business Days prior to the Closing Date. The cost of the Tail Policies shall be borne by Sellers.

6.18 Medical Staff and Credentialing Transition Activities. Prior to the Closing, Sellers shall report any “professional review action” as defined by the Health Care Quality Improvement Act, 42 U.S.C. §11101 *et. seq.*, that occurred prior to the Closing. Sellers shall cooperate with Buyer in appropriately transitioning any pending professional review Proceeding. Prior to the Closing, Sellers shall also cooperate with Buyer and with any member of the medical staff of any Facility regarding any needed access and/or transfer of information or copies of documents comprising Credentialing and Medical Staff Records as may be reasonably requested in connection with new or adopted credentialing transition activities, including (a) information or copies of documents of any member of the medical staff or any Practitioner with clinical privileges at any Facility (e.g. copies of diplomas, licenses, proof that credentialing verifications were conducted prior to the grant of clinical privileges, or other documentation); (b) a roster of Practitioners who have clinical privileges at each Facility as of the date of

such request, along with basic affiliation information about each Practitioner sufficient to allow Buyer to prepare affiliation letters, including dates of affiliation with each Facility and information regarding whether the Practitioner is in good standing, under suspension, or on a performance or conduct improvement plan; (c) Seller-prepared, and on Seller letterhead, initial response letters covering pre-Effective Time dates for any Practitioner, whether in good standing or not in good standing, who as of the date of such request has clinical privileges at any Facility, to be provided by Buyer to requestors; (d) information regarding Practitioners who formerly had clinical privileges at any Facility but who do not as of the date of such request have clinical privileges, if requested by Buyer; and (e) copies of (or permanent access to) Practitioner files of medical staff members to the extent such members will be subject to an assumed credentialing strategy.

6.19 **Antitrust Notification and Cooperation.**

(a) Buyer and Sellers shall keep each other apprised of the status of matters relating to the completion of the Contemplated Transactions and work cooperatively in connection with obtaining the requisite clearances and Approvals under any antitrust Law or any Proceedings under or relating to any antitrust Law, including: (i) cooperating with each other in connection with information provided to the FTC, the Antitrust Division of the Department of Justice or any applicable state antitrust enforcement authorities (the “**Antitrust Authorities**”); (ii) furnishing to the other Party or its counsel all information within its possession that is reasonably required for any application or other filing to be made by the other Party pursuant to any antitrust Law in connection with the Contemplated Transactions; (iii) promptly notifying each other of any communications from or with the Antitrust Authorities; (iv) promptly responding to any inquiries received from the Antitrust Authorities; (v) promptly providing any non-privileged information or documents requested by the Antitrust Authorities; (vi) consulting and cooperating with each other in advance of any meeting or discussion with the Antitrust Authorities to the extent relating to obtaining such clearances, approvals, or consents (including any discussion relating to the antitrust merits, any potential remedies, commitments or undertakings or the timing of the Closing), and to the extent permitted by such Governmental Authority, giving the other Party the opportunity to attend and participate thereat to the extent permitted by Law; and (vii) consulting and cooperating with one another in connection with all analyses, appearances, presentations, memoranda, briefs, arguments, opinions and proposals made or submitted by or on behalf of any Party. Sellers and Buyer shall cause their respective counsel to furnish to each other such non-privileged information and assistance as the other may reasonably request in connection with any filings or submissions to the Antitrust Authorities.

(b) Notwithstanding anything in Section 6.19(a) or any other provision of this Agreement to the contrary, Sellers agree that Buyer shall (i) have the right to determine and direct the strategy and process by which the Parties will seek required Approvals under any antitrust Law and (ii) control all meetings and communications with the Antitrust Authorities, including any determination of the appropriate timing of any such meetings or communications, the timing of the submission of any filing with, or response to any request by, the Antitrust Authorities, or any other action taken pursuant to this Section 6.19. Notwithstanding the foregoing, Buyer shall consult with Sellers regarding the actions identified in this Section 6.19(b) prior to engaging in any such actions.

(c) In connection with Buyer performing its obligations under this Section 6.19, Buyer shall not be required to (i) sell or otherwise dispose of, hold separate or agree to sell or dispose of, any Purchased Assets or any assets, categories of assets or businesses of Buyer or any of its Affiliates, (ii) terminate existing relationships, contractual rights or obligations, or (iii) take or commit to take any action that limits its freedom of action with respect to, or its ability to retain, the Purchased Assets, the Business or any assets or business of Buyer or any of its Affiliates or take any action that would have an adverse effect on the business, assets, liabilities, results of operations or condition (financial or otherwise) of Buyer or any of its Affiliates.

7. ADDITIONAL AGREEMENTS.

7.1 **Seller Employees.**

(a) As of the Effective Time, Sellers shall terminate or cause the Seller Affiliates to terminate all of the active Seller Employees, and Buyer or one of its Affiliates (“**Buyer Employer**”) shall offer employment to substantially all such Seller Employees (other than the Senior Management Personnel, to whom Buyer Employer shall have the option, but not the obligation, to make offers of employment) in accordance with terms and conditions of employment established by Buyer Employer; provided, however, that Buyer Employer reserves the right not to offer employment to or hire any individual Seller Employee consistent with the applicable policies and procedures of HCA (including HCA’s policy not to rehire employees who are ineligible under HCA’s rehire policy). The initial terms and conditions of employment will include offering positions to such Seller Employees (other than Senior Management Personnel) at their base wage and salary levels as of immediately prior to the Effective Time.

(b) The term “**Transferred Employee**” as used in this Agreement means a Seller Employee who accepts employment with Buyer Employer as of the Effective Time. The terms of all such Transferred Employees’ employment with Buyer Employer shall be in accordance with the usual and customary practices of Buyer Employer and its Affiliates with respect to similarly-situated employees of Buyer Employer and its Affiliates working at comparable facilities operated by Buyer Employer and its Affiliates in the general area of the Facilities. Buyer Employer shall provide each Transferred Employee with employee benefits, including retirement, welfare and paid time off, substantially similar to similarly-situated employees of Buyer Employer and its Affiliates working at comparable facilities operated by Buyer Employer and its Affiliates in the general area of the Facilities. Buyer Employer agrees to recognize each Transferred Employee’s date of hire by a Seller or Seller Affiliate, as applicable, as the anniversary date of record with Buyer Employer and to honor that seniority for purposes of prospective benefit accrual under Buyer Employer’s fringe benefit policies such as paid time off and short-term disability. Buyer Employer will waive the customary waiting periods under its welfare and 401(k) plans for the Transferred Employees and, subject to each Transferred Employee’s election of coverage, participation in Buyer Employer’s benefit plans shall begin as of the Effective Time for each Transferred Employee who is in an eligible class as defined under the respective Buyer Employer benefit plans. To the extent lawful and subject to the approval of any applicable insurer, Buyer Employer shall honor the Transferred Employees’ prior service credit under the applicable Seller’s current welfare plans for purposes of satisfying pre-existing condition limitations in Buyer Employer’s welfare benefit plans. For purposes of eligibility to participate in Buyer Employer’s retirement plans, Buyer Employer shall honor prior length of service for each Transferred Employee that meets the eligibility requirements under Buyer Employer’s retirement plans, but Buyer Employer will not make any contributions to Buyer Employer’s retirement plans for the Transferred Employees with respect to prior service.

(c) Subject to the terms and conditions of Buyer Employer’s applicable benefit plans, for each Seller Employee (other than any Employed Practitioner who is a Physician) who becomes a Transferred Employee, Buyer Employer shall carry over, and give credit for, the unused Paid Time Off of such Transferred Employee as of immediately prior to the Effective Time in an amount not to exceed 200 hours of Paid Time Off, but only to the extent that the Liability for such Paid Time Off is reflected as a current Liability in the calculation of Closing Working Capital (the aggregate number of hours of Paid Time Off assumed by Buyer Employer for all Transferred Employees pursuant to this Section 7.1(c), the “**Assumed Paid Time Off**”). The Assumed Paid Time Off shall be limited to vacation, holiday and sick days combined into a single bank of hours under Sellers’ Paid Time Off policy (Human Resource Policy No. 2) and accrued vacation for Senior Management Personnel and Employed Practitioners (other than Employed Practitioners who are Physicians). For an avoidance of doubt, the Assumed Paid Time Off

shall not include any Paid Time Off in respect of Sellers' separate extended illness sick leave and holiday pay banks. As soon as administratively possible after the Closing, but in no event later than five (5) Business Days after the Closing, Sellers shall have paid out (i) the Liability as of immediately prior to the Closing for all unused Paid Time Off of all Seller Employees who do not become Transferred Employees to such Seller Employees, and (ii) the Liability as of immediately prior to the Closing for all unused Paid Time Off in excess of the Assumed Paid Time Off assumed by Buyer Employer with respect to the Transferred Employees to such Transferred Employees.

(d) Prior to the Effective Time, Sellers shall be solely responsible for complying with the WARN Act and any and all other obligations under applicable Law 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 Seller Employees as a result of any action by any Seller or Seller Affiliate on or prior to the Effective Time, or following the Effective Time with respect to any Seller Employee who does not become a Transferred Employee for any reason.

(e) As of the Effective Time, Sellers will, at their expense or at the expense of the applicable Plan, (i) discontinue active participation of the Transferred Employees in all applicable Plans, (ii) take such actions as are necessary to make, or cause such Plans to make, timely appropriate distributions to such Transferred Employees to the extent required or permitted by, and in accordance with, such Plans and applicable Law, as determined by Sellers and/or their counsel, and (iii) comply with all applicable Law in connection with the foregoing. As of the Closing Date, Sellers will have fully funded all benefits provided under any retirement, annuity, or custodial account Plan intended to be qualified under Sections 401 or 403 of the Code maintained or contributed to by any Seller or Seller Affiliate.

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

(g) Seller will provide to Buyer, no later than five (5) Business Days prior to the Closing, a list of the number and site of employment of any Seller Employees who have experienced or will experience an employment loss or layoff (as defined in the WARN Act) within ninety (90) days prior to the Closing and who are located at a site of employment where Transferred Employees will be located following the Closing, along with the date of the employment loss or layoff.

7.2 Post-Closing Access to Information. Buyer and Sellers acknowledge that, subsequent to the Effective Time, Buyer and Sellers may need access to information, documents or computer data in the control or possession of the other, and Sellers may need access to records that are a part of the Purchased Assets for purposes of concluding the Contemplated Transactions and for audits, investigations, compliance with governmental requirements, regulations and requests, and the prosecution or defense of Third-Party Claims. Accordingly, Buyer agrees that, at the sole cost and expense of Sellers, it will make available to Sellers and their respective Representatives such information, documents and computer data as may be available relating to the Purchased Assets and the Business in respect of periods prior to the Effective Time and will permit Sellers (or their respective Representatives) to make copies of

such information, documents and computer data. Sellers agree that, at the sole cost and expense of Buyer, Sellers will make available to Buyer and its Representatives such information, documents and computer data as may be in the possession of any Seller or Seller Affiliate relating to the Excluded Assets and will permit Buyer (or its Representatives) to make copies of such information, documents and computer data.

7.3 Confidentiality; Non-Competition; Non-Solicitation; Non-Disparagement. In further consideration for the payment of the Purchase Price and in order to protect the value of the Purchased Assets purchased by Buyer (including the goodwill inherent in the Business as of the Effective Time), effective as of the Effective Time, each Seller agrees as follows:

(a) Neither nor any Seller shall use for itself or any other Person, or disclose to any other Person, any Confidential Information except to the extent such use or disclosure is (i) approved in writing in advance by Buyer, (ii) expressly permitted or required pursuant to the terms of this Agreement, or (iii) required by Law or any Order (in which event the applicable Seller shall inform Buyer in advance of any such required disclosure, shall cooperate with Buyer in all reasonable respects in obtaining a protective order or other protection in respect of such required disclosure and shall limit such disclosure to the extent reasonably possible while still complying with such requirements). Each Seller shall use commercially reasonable efforts to safeguard Confidential Information and to protect it against disclosure, misuse, espionage, loss and theft.

(b) Each Seller acknowledges that it has become, and following the date of this Agreement shall continue to be, familiar with Confidential Information. Therefore, during the Restricted Period, each Seller shall not (and shall not take any steps to, or prepare to), and shall cause the Seller Affiliates not to, directly or indirectly, in any capacity, (i) develop, own, manage, control or exert any influence upon, acquire, lease, consult with, render or provide advice to, operate, affiliate with, participate in, permit its name to be used in connection with, receive any economic benefit from or in any other manner engage in any other similar activity or have any financial interest in, or otherwise provide any services to or for the benefit of, a Restricted Business within the Restricted Area, (ii) manage or provide management or consulting services to, or participate in the management or control of, or exert any influence upon, any Person involved in the development, construction, ownership or operation of any Restricted Business within the Restricted Area or (iii) own a direct or indirect interest (financial or otherwise) in, or lend or contribute money to, or otherwise provide financial support for, any Person that engages in any of the activities described in clauses (i) and (ii), above. [REDACTED]

[REDACTED] Notwithstanding any provision of this Agreement to the contrary, Foundation shall not be restricted from using or making Distributions for the purpose of organizing, acquiring or investing in, or providing financial support or grants to, (A) any facility or other organization that principally sponsors programs that provide services that address population wellness or one or more of the social determinants of health or (B) a program, the principal purpose of which is to provide services that address population wellness or one of the social determinants of health, sponsored by any facility or other organization, provided that the activity is limited to such program; provided further that the programs described above shall not include programs that provide any medical services for which providers can seek reimbursement under any Government Program or Private Program.

(c) During the Restricted Period, each Seller shall not, and shall cause the Seller Affiliates not to, directly or indirectly, in any capacity, (i) encourage, induce or solicit or attempt to encourage, induce or solicit, any customer, supplier, licensee, licensor or other business relation of the Business to cease doing business with Buyer or any of its Affiliates, (ii) encourage, induce, solicit or

attempt to encourage, induce or solicit, any officer, director, manager, employee or independent contractor of Buyer Employer or any of Buyer Employer's Affiliates who works at, or provides services to, the Business, to leave the employ of Buyer Employer or any of Buyer Employer's Affiliates or terminate or diminish any relationship with Buyer Employer or any of Buyer Employer's Affiliates; provided, that the foregoing shall not apply to any general solicitation by any Seller or Seller Affiliate that is not directed specifically to any such Person; or (iii) hire, employ or contract with any Covered Person.

(d) From and after the date of this Agreement, or, if the Agreement is terminated in accordance with Section 12.1 and the Contemplated Transactions are not consummated, then for two (2) years after the termination of this Agreement, Sellers shall not, and shall cause Sellers Affiliates not to, directly or indirectly, alone or in connection with any other Person, engage in any conduct or make any statement, whether in commercial or noncommercial speech, that disparages, criticizes or is injurious to the reputation of Buyer, any of its Affiliates, or any of its or their respective Representatives, shareholders, members and principals.

(e) Each Seller recognizes that the covenants in this Section 7.3, and the territorial, time and other limitations with respect thereto, are reasonable and properly required for the adequate protection of the acquisition of the Purchased Assets by Buyer, including the Confidential Information, and agree and acknowledge that such limitations are reasonable with respect to Buyer's activities, business and public purpose. Each Seller acknowledges and represents that: (i) sufficient consideration has been given by each Party to the other as it relates to the covenants set forth in this Section 7.3; (ii) the restrictions and agreements in this Section 7.3 are reasonable in all respects and necessary for the protection of Buyer and its Affiliates, the Confidential Information and the goodwill associated with the Business and that, without such protection, Buyer's customer and client relationships and competitive advantage would be materially adversely affected; and (iii) the agreements in this Section 7.3 are an essential inducement to Buyer to enter into this Agreement and they are in addition to, rather than in lieu of, any similar or related covenants to which such Seller is party or by which it is bound. Each Seller agrees and acknowledges that the violation of the covenants or agreements in this Section 7.3 may cause irreparable injury to Buyer and its Affiliates and that monetary damages and any other remedies at law for any violation or threatened violation thereof may be inadequate, and that, in addition to whatever other remedies may be available at law or in equity, Buyer and its Affiliates shall be entitled to seek temporary and permanent injunctive or other equitable relief without the necessity of proving actual damages or posting a bond or other security. In addition, in the event of a breach or violation by any Seller or Seller Affiliate of this Section 7.3, the Restricted Period shall be tolled until such breach or violation has been duly cured.

(f) It is the intention of each Party that the provisions of this Section 7.3 shall be enforced to the fullest extent permissible under the Law and the public policies of the State of Delaware and of any other jurisdiction in which enforcement may be sought, but that the unenforceability (or the modification to conform with such Laws or public policies) of any provisions hereof shall not render unenforceable or impair the remainder of this Agreement. Accordingly, if any term or provision of this Section 7.3 shall be determined to be illegal, invalid or unenforceable, either in whole or in part, this Agreement shall be deemed amended to delete or modify, as necessary, the offending provisions and to alter the balance of this Agreement in order to render the same valid and enforceable to the fullest extent permissible as aforesaid, with the maximum period, scope or geographical area permitted under applicable Law being substituted for the period, scope or geographical area hereunder.

7.4 **Cost Reports.**

(a) Sellers, at their own cost and expense, will timely prepare and file (and will pay any amounts due pursuant to, and will receive and retain any amounts resulting from) all Cost Reports

relating to Sellers and the Facilities for periods ending at or prior to the Effective Time or required as a result of the consummation of the Contemplated Transactions, including terminating Cost Reports for the Government Programs and for any other cost based payors (collectively, the “**Seller Cost Reports**”). Buyer shall forward to the applicable Seller any and all correspondence relating to Seller Cost Reports within ten (10) Business Days after receipt by Buyer. Buyer shall remit any receipts of funds relating to the Seller Cost Reports promptly after receipt by Buyer and shall forward to the applicable Seller any demand for payments relating to the Seller Cost Reports within ten (10) Business Days after receipt by Buyer. Sellers shall retain all rights, Liabilities and obligations associated with Agency Settlements and the Seller Cost Reports, including any amounts receivable or payable in respect of such reports or reserves relating to such reports. Such rights shall include the right to appeal any Medicare determinations relating to Agency Settlements and the Seller Cost Reports. Sellers shall retain the originals of the Seller Cost Reports, correspondence, work papers and other documents relating to the Seller Cost Reports and the Agency Settlements. Sellers will furnish copies of such documents to Buyer prior to the Closing. Sellers shall timely and accurately respond to all audit and other supplemental information requests related to the Seller Cost Reports and shall provide Buyer with copies of all such additional information that is provided to the applicable Government Program in response to such requests. Except as required by Law, Sellers shall not open, re-file, or amend any Seller Cost Report without the prior written consent of Buyer. In the event that any Government Program offsets, withholds, recoups or reduces any amounts payable or paid to Buyer as a result of any Liabilities or obligations of Seller or its predecessors in respect of periods ending at or prior to the Effective Time arising under the terms of the Government Programs (including as a consequence of a Seller’s failure to timely file any terminating Cost Report or respond to any audit or other supplemental information request), Sellers shall tender to Buyer an amount equal to the amount offset, withheld, recouped or the amount of the reduction within five (5) Business Days after Sellers’ receipt of written notice from Buyer of such offset, withholding or recoupment. Sellers, at their own cost and expense, will timely prepare and file any other required reports for the Facilities with respect to any reportable period ending at or before the Effective Time.

(b) The Hospital is reimbursed on an interim basis under the Medicare program on a bi-weekly pass-thru or interim payment (“**Pass-Thru Payments**”) basis. If Buyer receives any Pass-Thru Payments from the Medicare program associated with the operations of the Hospital relating solely to periods prior to the Effective Time, Buyer shall pay Sellers an amount equal to such Pass-Thru Payment(s) received by Buyer within ten (10) days of receipt. If Buyer receives any Pass-Thru Payments from the Medicare program associated with the operations of the Hospital relating to the period commencing prior to and ending after the Effective Time, Buyer shall pay Sellers within ten (10) days of receipt an amount equal to the Pass-Thru Payment(s) actually received by Buyer for such period multiplied by a fraction, the numerator of which shall be the total number of days prior to the Effective Time and the denominator of which shall be the total number of days attributable to such Pass-Thru Payment(s). If a Seller receives any Pass-Thru Payments from the Medicare program associated with the operations of the Hospital relating solely to periods after the Effective Time, Sellers shall pay Buyer within ten (10) days of receipt an amount equal to such Pass-Thru Payment(s) received by such Seller. If a Seller receives any Pass-Thru Payments from the Medicare program associated with the operations of the Hospital relating to the periods commencing prior to and ending after the Effective Time, Sellers shall pay Buyer within ten (10) days of receipt an amount equal to the Pass-Thru Payment(s) actually received by such Seller for such period multiplied by a fraction, the numerator of which shall be the total number of days after the Effective Time and the denominator of which shall be the total number of days attributable to such Pass-Thru Payment(s). It is the intent of the Parties that Buyer and Sellers shall receive all third party payments applicable to the period of time that the Hospital are owned by the Parties.

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

(d) Sellers will cooperate with Buyer in all reasonable respects in providing pre-Closing patient data and any documents Buyer reasonably believes are necessary or appropriate to file with respect to New Hampshire Medicaid disproportionate share hospital surveys for the fiscal periods prior to and after the Effective Time.

7.5 CMS Reporting and Payment Adjustments.

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

(b) Following the Effective Time, Sellers will cooperate with Buyer in all reasonable respects in providing pre-Closing documents or data that Buyer reasonably believes are necessary or appropriate to file with respect to CMS Reporting for the Federal Fiscal Year in which the Effective Time occurs and any subsequent Federal Fiscal Year, and in providing pre-Closing documents or data that Buyer reasonably believes are necessary or appropriate to respond to any request by CMS or other Governmental Authority, formal or informal, for documentation supporting CMS Reporting for all CMS Program Performance Periods ending at or prior to the Effective Time. Sellers shall forward to Buyer any and all correspondence from CMS relating to CMS Reporting for such CMS Program Performance Periods within ten (10) Business Days after receipt by a Seller.

(c) To the extent Buyer incurs a recoupment, penalty, or repayment or reduction in fees paid by CMS to Buyer under any Government Programs for services rendered by Buyer after the Effective Time or services rendered by any Seller prior to the Effective Time, and which recoupment, repayment, penalty or reduction in fees is based on CMS Reporting (or failure to report) by any Seller prior to the Effective Time, then Sellers will pay to Buyer, as applicable, the recoupment or repayment amount, penalty incurred or payment differential attributable to such reduction in fees paid under CMS Reporting within ten (10) Business Days after notice to Sellers of such amount due.

(d) To the extent Buyer incurs a recoupment, penalty, repayment or reduction in fees paid by CMS to Buyer or is required to refund, reimburse or repay any portion of an increased payment made under a Government Program based on CMS Reporting or any portion of a CMS Reporting bonus, shared savings or other non-claims based payment paid to any Seller, or discount to any Seller, prior to the Effective Time, then Sellers will pay to Buyer the amount of the recoupment, penalty, repayment or reduction in fees or the required refund, reimbursement or repayment within ten (10) Business Days after notice to Sellers of such amount due.

(e) With respect to non-claims based payments arising under CMS Program Payments for the CMS Program Performance Period in which the Effective Time occurs, such CMS Program Payments (including all rights to pursue such payments and/or appeal any decisions regarding such payments) are Purchased Assets and shall become the property of Buyer as of the Effective Time; provided, however, that the Parties shall share any CMS Payments for such CMS Program Performance Period on a pro rata basis (based upon, with respect to Buyer, the number of days during such CMS

Program Performance Period that immediately follow the Effective Time divided by the total number of days in such CMS Program Performance Period, and with respect to Sellers, the number of days during such CMS Program Performance Period that immediately precede the Effective Time divided by the total number of days in such CMS Program Performance Period). If Buyer receives any such CMS Program Payments, Buyer shall remit Sellers' pro rata share of such CMS Program Payments to Sellers within ten (10) Business Days after receipt by Buyer. If any Seller receives any such CMS Program Payments, such Seller shall remit Buyer's pro rata share of such CMS Program Payments to Buyer within ten (10) Business Days after receipt by such Seller. To the extent Buyer is required to refund or repay any portion of any CMS Program Payments, Sellers will pay to Buyer Sellers' pro rata portion of the amount of the required refund or repayment within ten (10) Business Days after notice to Sellers of such amount due.

7.6 Waiver Program Payments. Buyer and Sellers shall prorate any payments received by the Facilities after the Effective Time under waiver or supplemental payment programs as follows:

(a) Any such amounts that correspond to Federal Fiscal Years prior to the Federal Fiscal Year during which the Effective Time occurs will be paid to Sellers;

(b) Any such amounts that correspond to Federal Fiscal Years after the Federal Fiscal Year during which the Effective Time occurs will be paid to Buyer; and

(c) Any such amounts that correspond to the Federal Fiscal Year during which the Effective Time occurs will be allocated between Buyer and Sellers on a pro rata basis (based upon the number of days during such year that Sellers operate the Facilities and the number of days during such year that Buyer operates the Facilities).

7.7 License to Use Billing Information. Effective as of the Effective Time and to the extent allowed by applicable Law, Sellers grant Buyer and its Affiliates a license to use each Seller's billing identification information (which information shall include each Seller's name, Medicare and related Medicaid and other Government Program provider numbers, federal employer identification numbers, and such other information as may be reasonably necessary) for purposes of submitting claims to Medicare, Medicaid and TriCare for services provided at the Facilities by Buyer or its Affiliates after the Effective Time. Each such license shall be effective (a) for purposes of Medicare, until CMS and the applicable CMS Medicare Administrative Contractor approve Buyer's or its Affiliate's Medicare change of ownership application and issue a tie-in notice and approval letter acknowledging that Buyer (or its Affiliate) may be reimbursed for claims submitted using Buyer's (or such Affiliate's) billing identification information; and (b) for purposes of Medicaid and any other Government Programs, until the applicable Medicaid program(s) or program agent(s) approves Buyer's (or its Affiliate's) provider enrollment application and/or approves assignment of the applicable provider contract and issues the appropriate notice acknowledging that Buyer (or its Affiliate) may be reimbursed by the applicable Medicaid or other Government Program for claims submitted using Buyer's (or its Affiliate's) identification information. So long as such license remains in effect, Buyer (or its Affiliate) shall not act to: (i) terminate any of their billing identification information except as required by applicable Law; (ii) close any accounts used by Sellers prior to the Effective Time for purposes of receiving reimbursement; or (iii) cancel any electronic funds transfer agreements with respect to Medicare, TriCare, Medicaid, any other Government Program. All accounts receivable and monies collected in the name of Buyer and/or its Affiliates or the Facilities for services provided by Buyer (and/or its Affiliates) after the Effective Time shall belong to Buyer (and/or its Affiliates).

7.8 Change of Restricted Names. No later than three (3) Business Days after the Closing Date, Sellers shall file with the applicable Governmental Authority all applications or amendments to abandon or change each of the Restricted Names that were delivered at Closing pursuant to

Section 3.2(p). Additionally, Sellers shall take such actions and execute such documents as may be necessary for Buyer to make appropriate assumed name filings in order to evidence and protect Buyer's right to use the Restricted Names in connection with the operation of the Business after the Effective Time, and Sellers shall take all necessary action to eliminate the Restricted Names from, or paint over or otherwise permanently obscure the Restricted Names on, any signage or other materials (including any publicly distributable documents and other materials bearing such Restricted Names) owned or controlled by Sellers following the Effective Time.

7.9 Credentialing and Medical Staff Records Maintenance. For two (2) years following the Effective Time or for such period of time as required under applicable Law, whichever is later (the "**Maintenance Period**"), Sellers shall retain, and act as a custodian with respect to, all Credentialing and Medical Staff Records and shall be responsible for compliance with all applicable Laws, audits, investigations, requests, requirements and regulations of Governmental Authorities and third party requests (e.g. hospital affiliation requests confirming practitioner tenure and standing) with respect to the Credentialing and Medical Staff Records. Sellers shall respond to all such requests and matters in a timely manner and in accordance with applicable Law. Additionally, Sellers shall assign, and maintain at all times during the Maintenance Period, a Representative of Sellers who has the responsibility for the care and maintenance of the Credentialing and Medical Staff Records, and to whom any correspondence regarding requests for information may be forwarded by Buyer for Sellers' response. Sellers shall provide Buyer with the name and contact information for such Representative, and if at any time during the Maintenance Period such Representative changes, Sellers shall promptly, but in no event later than five (5) days after such change, notify Buyer in writing of such change and provide the name and contact information for the new Representative responsible for such duties. Sellers acknowledge and agree that, notwithstanding the foregoing, Buyer may need access to the Credentialing and Medical Staff Records after the Effective Time and that such access shall be afforded to Buyer in accordance with Section 7.2.

7.10 Hospital Advisory Board and Future Appointments to Hospital Board of Trustees.

(a) As of the Effective Time, the Parties shall establish an advisory board (the "**Advisory Board**") which shall continue in existence for the Advisory Board Designation Period. The purpose of the Advisory Board shall be: (a) approving any modifications to Buyer's obligations set forth in Section 7.11, Section 7.12 and Section 7.13 (the "**Continuing Obligations**"); and (b) receiving reports prepared by Buyer pursuant to Section 7.14. During the Advisory Board Designation Period, the Advisory Board shall be comprised of six (6) individuals appointed as follows: (i) three (3) of the Advisory Board members (the "**Seller Directors**"), and their replacements, as determined by Seller Representative, shall be appointed by Seller Representative, and (ii) three (3) of the Advisory Board members, and their replacements, as determined by Buyer, shall be appointed by Buyer, who may be employees of Buyer or any of its Affiliates (the "**Buyer Directors**"). Each Seller Director shall hold office until his or her successor is appointed by Seller Representative or until the death, resignation or removal of such Seller Director, whichever first occurs. Seller Directors may be removed with or without cause only by Seller Representative. Each Buyer Director shall hold office until his or her successor is appointed by Buyer or until the death, resignation or removal of such Buyer Director, whichever first occurs. Buyer Directors may be removed with or without cause only by Buyer. No individual may be appointed as a Seller Director if such individual has a conflict of interest as such term is defined under HCA's conflict of interest policy (as may be amended from time to time); provided, that any disagreement among Buyer and Sellers regarding whether such individual has a conflict of interest shall be resolved in accordance with Section 13.3. The Advisory Board shall act solely through block voting, meaning that the affirmative action of the Advisory Board to approve any matter can only be taken when, either at a meeting or by written consent, both a majority of the Seller Directors and a majority of the Buyer Directors approve such matter.

(b) During the period beginning on the Effective Time and terminating on the tenth (10th) anniversary of the Effective Time, Seller Representative will have the right, subject to the approval of Buyer, which shall not be unreasonably withheld, to appoint three (3) voting members to the Board of Trustees of the Hospital. Such members' principal residence or principal place of business must be in Strafford County, New Hampshire. In addition, such members may be removed by the Board of Trustees of the Hospital at any time upon the vote of a majority of the members of the Board of Trustees of the Hospital that are not employed by HCA or an Affiliate of HCA. After the expiration of such ten (10) year period, HCA shall continue to appoint at least three (3) voting members to the Board of Trustees of the Hospital whose principal residence or principal place of business is in Strafford County, New Hampshire and that meet the applicable qualifications required to serve on the Board of Trustees of the Hospital.

7.11 Operations of the Hospital.

(a) For a period of five (5) years beginning as of the Effective Time, Buyer shall not discontinue the provision of emergency department services, inpatient surgical services, inpatient medical services, behavioral health services (including geriatric psychiatry services) and labor and delivery services (the "**Frisbie Hospital Services**") at the Hospital, subject to (i) the occurrence of a Force Majeure making the provision of such Frisbie Hospital Services impossible or commercially unreasonable (but only for the period of Force Majeure and the applicable Remediation Period), (ii) a determination by the Advisory Board that it is in the best interest of the Hospital and the communities served by the Hospital to discontinue the provision of a Frisbie Hospital Service or (iii) the occurrence of a Contingency that is finally determined to have occurred in accordance with Section 7.11(b).

(b) In the event that Buyer determines that a Contingency has occurred with respect to a Frisbie Hospital Service, Buyer may deliver a written notice to Seller Representative (a "**Contingency Notice**") describing in reasonable detail the Contingency and the calculations, if applicable, underlying Buyer's determination with respect to the same. Seller Representative may in good faith dispute the occurrence of the Contingency set forth in the Contingency Notice by delivering written notice (a "**Dispute Notice**") to Buyer within thirty (30) days of Buyer's delivery of the Contingency Notice to Seller Representative, which Dispute Notice shall state in reasonable detail the basis for such dispute and Seller Representative's calculations, if applicable, underlying the same; provided, that if Seller Representative does not timely deliver a Dispute Notice pursuant to this Section 7.11(b), the Contingency set forth in the Contingency Notice shall be deemed Final and Binding and to have been finally determined to have occurred for purposes of Section 7.11(a). If Seller Representative timely delivers a Dispute Notice pursuant to this Section 7.11(b), Seller Representative and Buyer shall attempt to reconcile their respective determinations as to whether the Contingency set forth in the Contingency Notice occurred, which reconciliation, if any, shall be in writing, signed by Seller Representative and Buyer and shall be Final and Binding for purposes of Sections 7.11(a). If Seller Representative and Buyer are unable to reconcile their respective determinations within thirty (30) days following Seller Representative's delivery to Buyer of a Dispute Notice, then (i) if the Contingency set forth in the Contingency Notice is of a type contemplated by clause (d) of the definition of "Contingency" and relates to the calculation of the actual or projected Financial Loss, Seller Representative and Buyer shall submit the dispute to the Accounting Firm for resolution pursuant to the process set forth below; provided, that disputes under this Section 7.11(b)(i) that do not relate to the calculation of the actual or projected Financial Loss shall be resolved in accordance with Section 13.3, (ii) if the Contingency set forth in the Contingency Notice is of a type contemplated by clauses (a), (c), (e) or (f) of the definition of "Contingency", Seller Representative and Buyer shall resolve the dispute in accordance with Section 13.3, and any such resolution of the dispute shall be Final and Binding for purposes of Section 7.11(a). In the event that a dispute is submitted to the Accounting Firm pursuant to this Section 7.11(b): (A) Buyer and Seller Representative shall make readily available to the Accounting Firm the financial books and records relevant to the dispute, including any accountants' work papers (subject to

the execution of any access letters that such accountants may require in connection with the review of such work papers); (B) Buyer and Seller Representative shall enter into a customary engagement letter with the Accounting Firm, which engagement letter shall explicitly provide that in resolving the amounts in dispute the Accounting Firm shall (1) consider only those items or amounts disputed by Seller Representative in the Dispute Notice; (2) not assign a value to any item or amount in dispute greater than the greatest value for such item or amount assigned by Buyer or Seller Representative, or less than the smallest value for such item or amount assigned by Buyer or Seller Representative; and (3) act as an expert and not as an arbitrator; (C) the Accounting Firm's determination will be based solely upon information presented by Buyer and Seller Representative, and not on the basis of independent review; (D) Buyer and Seller Representative shall cause the Accounting Firm to deliver to Buyer and Seller Representative as promptly as practicable (but in any event within thirty (30) days of its retention) a written report setting forth its resolution of the dispute; and (E) Buyer and Seller Representative shall be responsible for the fees and expenses of the Accounting Firm pro rata, as between Buyer and Seller Representative, in proportion to the relative difference between the positions taken by Buyer and Seller Representative compared to the determination of the Accounting Firm. Absent manifest error, in which case the dispute resolution provisions set forth in Section 13.3 shall apply, the written report prepared by the Accounting Firm shall be Final and Binding and judgment upon the determination set forth in such written report may be entered in any court of competent jurisdiction of the United States.

7.12 Capital Commitment Projects. Buyer will complete the capital projects described in this Section 7.12 according to the requirements specified below.

(a) **Psych Pod Project.** Prior to the second (2nd) anniversary of the Effective Time, Buyer shall construct a psych pod in the Hospital's emergency department pursuant to a plan, budget, design and specifications determined by Buyer in its sole discretion [REDACTED]

(b) **MRI Machine.** Prior to the first (1st) anniversary of the Effective Time, Buyer shall replace the Hospital's current MRI machine with a new MRI machine that is reasonably comparable to the Hospital's current MRI machine with respect to quality and functionality.

(c) **Pharmacy Clean Room Project.** Prior to the second (2nd) anniversary of the Effective Time, Buyer shall construct a pharmacy clean room in accordance with applicable Law. The Parties agree to adjust the Purchase Price to credit Sellers for any monies expended by Sellers prior to the Closing that were incurred by Sellers pursuant to, and in accordance with, (i) that certain Frisbie Pharmacy Renovation Engagement Letter Agreement between Frisbie Memorial and JSA, Inc. dated May 21, 2019, (ii) a construction agreement that a Seller may enter into after the date hereof with a general contractor, the terms and conditions of which shall be approved by Buyer, which such approval shall not be unreasonably withheld, conditioned or delayed, and (iii) any amendments or change orders made to the agreements set forth in the foregoing (i) and (ii), the terms and conditions of which shall be approved by Buyer, which such approval shall not be unreasonably withheld, conditioned or delayed.

7.13 Uninsured and Charity Care Policies. For a period of five (5) years beginning as of the Effective Time, Buyer shall implement and maintain at the Hospital the Uninsured and Charity Care Policies (subject only to such revisions as (a) are approved by the Advisory Board, (b) provide no less access for necessary medical care regardless of ability to pay for services rendered than the Uninsured and Charity Care Policies, or (c) are necessary to comply with applicable Law).

7.14 **Annual Report; Limitation on Time to Raise Objections.**

(a) Within ninety (90) days following the conclusion of each Annual Period, Buyer shall provide to Seller Representative and the Advisory Board an annual report summarizing Buyer's compliance with the Continuing Obligations during such Annual Period (each such report, an "**Annual Report**"), and, at the request of Seller Representative, shall arrange a tour of the Facilities for Seller Representative within thirty (30) days of the delivery to Seller Representative and the Advisory Board of such Annual Report. The Annual Report shall include information about the following in each case with respect to the applicable Annual Period: whether Buyer has discontinued any Frisbie Hospital Services; detail on construction pursuant to, and compliance with, Section 7.12; and any changes to the Uninsured and Charity Care Policies.

(b) The Parties agree that Seller Representative shall have an affirmative duty to notify Buyer in writing of any potential noncompliance of Buyer with respect to the Continuing Obligations within ninety (90) days following Seller Representative's receipt of each Annual Report. The Parties agree further that if Seller Representative fails to notify Buyer of any potential noncompliance by Buyer within such ninety (90) day period, then Sellers shall be deemed to have waived, and shall be barred from raising, any objection related to Buyer noncompliance with the Continuing Obligations for such fiscal year.

(c) The Parties agree further that if Seller Representative notifies Buyer of a potential non-compliance by Buyer within such ninety (90) day period, and Buyer and Seller Representative are unable to resolve any dispute regarding the existence of an alleged non-compliance within sixty (60) days following delivery of such notification of the alleged non-compliance to Buyer, either Buyer or Seller Representative shall have the right to initiate the arbitration provisions set forth in Section 13.3 with respect to such alleged non-compliance.

7.15 **Charitable Donations.** Buyer shall, and shall cause its Affiliates to, for a period of five (5) years following the Closing Date, use commercially reasonable efforts to direct any Person who contacts Buyer or any of its Affiliates with respect to pre-Effective Time charitable contributions to the Facilities to contact Seller Representative.

7.16 **COBRA Continuation Coverage.**

(a) Not more than ten (10) days after the Closing Date, Seller Representative shall deliver to Buyer (i) the full name and last known address of each former Seller Employee and his or her dependents and any other COBRA qualified beneficiaries who were enrolled in COBRA continuation coverage under Sellers' group health plans immediately prior to the Effective Time (each, a "**Closing COBRA Enrollee**") along with a description of the type (e.g., medical, dental, vision) and categories (e.g., employee only, employee plus children, family) of coverage elected and the expected expiration date of such coverage, (ii) the full name and last known address of each former Seller Employee and his or her dependents and any other COBRA qualified beneficiaries who are within their COBRA election period under Sellers' group health plans as of the Effective Time (each, an "**Eligible COBRA Enrollee**") along with a description of the type and categories of coverage for which such individuals are eligible to elect, and (iii) the full name and last known address of each Seller Employee who was terminated by Sellers on the Closing Date and participated in Sellers' group health plans on the Closing Date but was not hired by Buyer Employer as of the Effective Time (each, a "**Terminated Seller Employee**") along with a description of the types and categories of coverage for which such individuals were covered.

(b) All information delivered by Seller Representative to Buyer pursuant to Section 7.16(a) shall be true and correct in all respects. Each Closing COBRA Enrollee and each Eligible COBRA Enrollee who timely elects COBRA continuation coverage after the Closing Date will be referred to as a “**Qualified COBRA Enrollee.**”

(c) Not more than one hundred twenty (120) days after the Closing Date, Buyer shall prepare and deliver to Seller Representative a statement (the “**COBRA Statement**”) setting forth in reasonable detail Buyer’s calculation of the amount equal to the product of (i) the monthly COBRA premium payments under Buyer Employer’s group health plan for each Qualified COBRA Enrollee multiplied by three (3) and (ii) the remaining number of months following the Closing Date in which such COBRA Enrollee remains eligible for COBRA continuation coverage (collectively, such amount for all of the Qualified COBRA Enrollees, the “**COBRA Continuation Amount**”). Within ten (10) Business Days of the delivery of the COBRA Statement, Sellers shall pay to Buyer an amount equal to the COBRA Continuation Amount by wire transfer of immediately available funds to one or more accounts designated in writing by Buyer.

(d) Buyer shall be responsible for the costs and expenses related to each Terminated Seller Employee who timely elects COBRA continuation coverage after the Closing Date.

7.17 **Archive Copy of VDR.** Buyer shall, within twenty (20) Business days of the Closing Date, deliver to Frisbie Memorial a complete archive copy of the VDR hosted by Intralinks as of the Closing Date from the view of a HCA end user that was provided the most complete access to the VDR.

7.18 [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

7.19 **Seller Net Sale Proceeds Notice.** Seller Representative shall provide notice to Buyer within five (5) Business Days after the wind up, liquidation and termination of the affairs of Sellers. The notice contemplated by this Section 7.19 shall set forth in reasonable detail the amounts of any funds in the Wind Down Budget that were not expended in connection with the wind up, liquidation and termination of the affairs of Sellers (such amounts, the “**Excess Wind Down Budget Amounts**”).

7.20 **Seller Representative.**

(a) Each Seller hereby irrevocably appoints Seller Representative as its representative, agent, proxy, attorney in fact (coupled with an interest) with full powers of substitution to act in the name, place and stead of each Seller for all purposes under this Agreement and the other Transaction Documents, and to do or refrain from doing all such acts and execute all such documents on behalf of Sellers as Seller Representative deems necessary or appropriate in connection with this Agreement and the other Transaction Documents. Such appointment, agency and proxy are coupled with an interest, are therefore irrevocable without the consent of Seller Representative and shall survive the incapacity, bankruptcy, dissolution or liquidation of each Seller. All decisions and actions by Seller Representative pursuant to this Agreement and the other Transaction Documents shall be binding upon each Seller, and no Seller shall have the right to object, dissent, protest or otherwise contest the same.

(b) Each Seller agrees that any Person (including Buyer and its Affiliates, and their respective Representatives) is entitled to rely on the understanding that any actions, statements, instructions or representations taken or made by Seller Representative are taken or made on behalf of each Seller, and no Seller shall assert any action or make any claim against Buyer in connection with any such actions, statements or representations taken or made by the Seller Representative. If Seller Representative desires to resign in such capacity for any reason whatsoever, then Seller Representative shall provide prior written notice to Buyer, which such notice shall include a proposed successor representative to replace Seller Representative. Such resignation by Seller Representative shall not be effective until (i) Buyer approves such successor representative and (ii) such successor representative shall have confirmed his, her or its acceptance of such appointment in writing to Buyer. Upon such approval by Buyer and written confirmation by such successor representative, such successor representative shall have all of the authority, rights and powers provided for under this Section 7.20.

7.21 **Use of Funds.**

(a) Foundation shall hold (i) the funds received pursuant to Section 2.7(a) (the “**Initial Funds**”), (ii) any additional amounts of cash, cash equivalents, marketable securities and any other property that are required to be transferred to Foundation pursuant to this Agreement or that may be gifted or transferred to Foundation at any time (collectively, the “**Additional Funds**”) and (iii) the gains, interest, earnings and other income earned on the Initial Funds and the Additional Funds (collectively, the “**Earnings**”) and together with the Initial Funds and the Additional Funds, the “**Funds**”) in a separate, segregated and identifiable account to be utilized for the purposes set forth in this Section 7.21 (the “**Funds Account**”).

(b) The Funds shall be invested by Foundation pursuant to the Investment Guidelines.

(c) During each Distribution Period, Foundation may award or make grants, award or make program-related investments, provide financial assistance or otherwise distribute from the Funds Account (“**Distributions**”) up to an amount equal to the Earnings not previously distributed from the Funds Account. Notwithstanding the foregoing, during the period beginning as of the Effective Time and ending on the tenth (10th) anniversary of the Closing Date, Distributions cannot be made that would cause the balance of the Funds Account to be reduced below the value of the Funds as of the Effective Time.

(d) Foundation shall verify the eligibility of the proposed recipient of any Distribution consistent with the terms and conditions of this Agreement, and Foundation will enter into a grant agreement with each recipient of any Distribution, which grant agreement must specify the amount and purpose of the funding and the terms and conditions of such grant agreement shall comply and be consistent with the terms and conditions of this Agreement.

(e) Foundation shall not assign, transfer, pledge, hypothecate, place a lien upon or otherwise encumber the Funds or the Funds Account to secure any obligation of Sellers, Foundation or any other Person.

(f) Within thirty (30) days after the end of each calendar year, Foundation shall, at its sole cost and expense, deliver a statement to Buyer setting forth the balance of the Funds Account and describing in reasonable detail any Distributions and Earnings during such period, and otherwise make available to Buyer such financial information related to the Funds and the Funds Account as Buyer may from time to time request.

(g) From and after the Effective Time, Sellers shall, and shall cause their Affiliates to, within five (5) Business Days after the receipt of any Applicable Cash by any Seller or Seller Affiliate, deliver all such Applicable Cash to Foundation by wire transfer of immediately available funds to the Funds Account and provide notice to Buyer of such receipt and transfer (including documentation evidencing such receipt and transfer) within five (5) Business Days after receipt by a Seller of such Applicable Cash.

(h) The Parties acknowledge that, if Buyer consents in advance in writing, Foundation may be replaced by another charitable organization (a “**Replacement Charitable Organization**”) as the Person entitled to hold the Funds pursuant to the terms and conditions set forth in Section 7.3(b) and this Section 7.21; provided, however, such Replacement Charitable Organization must agree to such other terms and conditions as may be determined by Buyer in its sole and absolute discretion. If a Replacement Charitable Organization is consented to by Buyer, the Parties will memorialize the obligations and commitments of the Replacement Charitable Organization in written agreements and on such terms and conditions as approved by Buyer in its sole and absolute discretion.

8. CONDITIONS PRECEDENT TO OBLIGATIONS OF BUYER.

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

8.1 Representations and Warranties. Each of the representations and warranties of Sellers contained in this Agreement and the other Transaction Documents (a) that is not qualified by Material Adverse Effect, materiality or similar phrases and is not a Seller Fundamental Representation shall be true

and correct in all material respects on and as of the date of this Agreement and on and as of the Closing Date (except to the extent that such representations and warranties address matters as of particular dates, in which case, such representations and warranties shall be true and correct in all material respects on and as of such dates) and (b) that is qualified by Material Adverse Effect, materiality or similar phrases or that is a Seller Fundamental Representation shall be true and correct in all respects on and as of the date of this Agreement and on and as of the Closing Date (except to the extent that such representations and warranties address matters as of particular dates, in which case, such representations and warranties shall be true and correct in all respects on and as of such dates).

8.2 **Performance.** Sellers shall have performed and complied with all agreements, obligations and covenants contained in this Agreement and the other Transaction Documents that are required to be performed or complied with by Sellers at or prior to the Closing.

8.3 **No Material Adverse Effect.** There shall have been no Material Adverse Effect.

8.4 **Pre-Closing Confirmations.** Buyer shall have obtained documentation or other evidence reasonably satisfactory to Buyer that:

(a) all Governmental Authorities whose Approval is required for Buyer or Sellers to consummate the Contemplated Transactions have given (or will give) such Approval effective as of the Effective Time, and all Approvals and Permits required by Law to operate the Facilities will be transferred to, or reissued in the name of, Buyer effective as of or prior to the Effective Time;

(b) the Government Programs shall have certified and enrolled Buyer, the Facilities and the Practitioners under the auspices of Buyer in the applicable Government Programs effective as of the Effective Time, and the Business, the Facilities, and the Practitioners will be entitled to participate in and receive reimbursement from the Government Programs effective as of the Effective Time;

(c) all filings to be made with, and notices required to be delivered to, the New Hampshire Attorney General shall have been made, and all Approvals required by the New Hampshire Attorney General with respect to the Contemplated Transactions, including the issuance of a no-action written report issued by the New Hampshire Attorney General Director of Charitable Trusts, shall have been issued or obtained, as applicable; provided, that such Approval, including such no-action written report, does not, individually or in the aggregate, contain terms or conditions that are unacceptable to Buyer or conflict with the terms of this Agreement, or create additional or increased obligations of Buyer under the terms of this Agreement or otherwise; and

(d) all filings to be made with, and petitions required to be delivered to, the Strafford County Probate Court, State of New Hampshire, shall have been made, and all Approvals required by the Strafford County Probate Court with respect to the Contemplated Transactions shall have been obtained; provided, that such Approval does not, individually or in the aggregate, contain terms or conditions that are unacceptable to Buyer or conflict with the terms of this Agreement, or create additional or increased obligations of Buyer under the terms of this Agreement or otherwise.

8.5 **Action/Proceeding.** No Governmental Authority shall have issued an Order restraining or prohibiting the consummation of the Contemplated Transactions. No Person shall have commenced or threatened in writing to commence any Proceeding before any Governmental Authority that seeks to restrain or prohibit the consummation of the Contemplated Transactions or otherwise seeks a remedy which would materially and adversely affect the ability of Buyer to enjoy the full use and enjoyment of the Purchased Assets. Neither the Justice Department, the FTC, nor any state Attorney General shall have

requested, orally or in writing, that the Parties delay or postpone the Closing unless the requisite or agreed waiting period has been satisfied.

8.6 **Title to Real Property.** The Real Property shall not have become subject to an Encumbrance other than Permitted Encumbrances and the Title Company shall have irrevocably committed to issue the Title Policy to Buyer, contingent upon payment of the Title Policy.

8.7 **Closing Documents.** Each Seller shall have executed and delivered to Buyer all of the items required to be delivered by such Seller as contemplated by Section 3.2 or otherwise pursuant to any term or provision contained in this Agreement or the other Transaction Documents.

8.8 **Third-Party Consents and Amendments to Contracts.** Buyer shall have received consents to the assignment of, and/or amendments to, the Assumed Contracts set forth on Schedule 8.8, each of which shall be in form and substance reasonably acceptable to Buyer.

8.9 **Estoppel Certificates.** Sellers shall have delivered to Buyer at least seven (7) Business Days prior to the Closing Date executed estoppel certificates in a form reasonably acceptable to Buyer for all Third Party Leases set forth on Schedule 8.9.

8.10 **Landlord Estoppels.** Sellers shall have delivered to Buyer at least seven (7) Business Days prior to the Closing Date executed landlord estoppel certificates from landlords set forth on Schedule 8.10 in a form reasonably acceptable to Buyer and Seller.

8.11 **Confirmation as to Encumbrances.** Sellers shall have delivered to Buyer evidence in form and substance reasonably satisfactory to Buyer, including the payoff letters, UCC termination statements, invoices and other documents reasonably requested by Buyer, that the Purchased Assets delivered to Buyer at the Closing are free and clear of all Encumbrances other than Permitted Encumbrances.

8.12 **Tail Insurance.** Sellers shall have purchased the Tail Policies described in Section 6.17 and shall have delivered to Buyer certificates of insurance evidencing the same at least five (5) Business Days prior to the Closing Date.

8.13 **Environmental Site Assessments.** To the extent requested by Buyer and if recommended by an environmental engineering firm selected by Buyer, a Phase II environmental site assessment, prepared by an environmental engineering firm selected by Buyer, and the findings and conclusion of any such Phase II environmental site assessment shall be acceptable to Buyer.

8.14 **Wind Down Budget.** Sellers shall have delivered to Buyer at least twenty (20) Business Days prior to the Closing Date, and Buyer and Sellers shall have agreed on, a budget of the costs and expenses necessary to wind up, liquidate and terminate the affairs of Sellers (the "**Wind Down Budget**") which shall include the category of expenses set forth in the draft Wind Down Budget attached hereto as Schedule 8.14.

8.15 [REDACTED]

8.16 **Investment Guidelines.** Buyer and Sellers shall have agreed, in their sole and absolute discretion, on the investment guidelines for the investment of the Funds by Foundation, which will be attached hereto as Schedule 8.16 (the "**Investment Guidelines**").

9. CONDITIONS PRECEDENT TO OBLIGATIONS OF SELLERS.

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

9.1 **Representations and Warranties.** Each of the representations and warranties of Buyer contained in this Agreement and the other Transaction Documents (a) that is not qualified by Material Adverse Effect, materiality or similar phrases and is not a Buyer Fundamental Representation shall be true and correct in all material respects on and as of the date of this Agreement and on and as of the Closing Date (except to the extent that such representations and warranties address matters as of particular dates, in which case, such representations and warranties shall be true and correct in all material respects on and as of such dates) and (b) that is qualified by Material Adverse Effect, materiality or similar phrases or that is a Buyer Fundamental Representation shall be true and correct in all respects on and as of the date of this Agreement and on and as of the Closing Date (except to the extent that such representations and warranties address matters as of particular dates, in which case, such representations and warranties shall be true and correct in all respects on and as of such dates).

9.2 **Performance.** Buyer shall have performed and complied with all agreements, obligations and covenants contained in this Agreement and the other Transaction Documents that are required to be performed or complied with by Buyer at or prior to the Closing.

9.3 **Action/Proceeding.** No Governmental Authority shall have issued an Order restraining or prohibiting the consummation of the Contemplated Transactions. No Person shall have commenced or threatened in writing to commence any Proceeding before any Governmental Authority that seeks to restrain or prohibit the consummation of the Contemplated Transactions. Neither the Justice Department, the FTC, nor any state Attorney General shall have requested, orally or in writing, that the Parties delay or postpone the Closing unless the requisite or agreed waiting period has been satisfied.

9.4 **New Hampshire Attorney General.** All filings to be made with, and notices required to be delivered to, the New Hampshire Attorney General shall have been made, and all Approvals required by the New Hampshire Attorney General with respect to the Contemplated Transactions, including the issuance of a no-action written report issued by the New Hampshire Attorney General Director of Charitable Trusts, shall have been issued or obtained, as applicable; provided, that such Approval, including such no-action written report, does not, individually or in the aggregate, contain terms or conditions that conflict with the terms of this Agreement.

9.5 **Strafford County Probate Court.** All filings to be made with, and petitions required to be delivered to, the Strafford County Probate Court, State of New Hampshire, shall have been made, and all Approvals required by the Strafford County Probate Court with respect to the Contemplated Transactions shall have been obtained; provided, that such Approval does not, individually or in the aggregate, contain terms or conditions that conflict with the terms of this Agreement.

9.6 **Closing Documents.** Buyer shall have executed and delivered to Sellers all of the items required to be delivered by Buyer as contemplated by Section 3.3 or otherwise pursuant to any term or provision contained in this Agreement or the other Transaction Documents.

10. INDEMNIFICATION.

10.1 Indemnification by Sellers.

(a) Sellers shall, jointly and severally, indemnify, defend and hold harmless Buyer, its Affiliates, and its and their respective Representatives, shareholders, members, principals, successors, heirs and assigns (collectively, the “**Buyer Indemnified Parties**”) from and against, and pay on behalf of or reimburse each of them for, any and all Losses that any such Buyer Indemnified Party incurs or becomes subject to as a result of, arising out of, relating to or in connection with: (i) any breach of, or inaccuracy in, any of the representations or warranties made by any Seller in this Agreement or in any other Transaction Document; (ii) any breach, noncompliance or nonfulfillment of any covenants or other agreements made by any Seller in this Agreement or in any other Transaction Document; (iii) any of the Excluded Assets; (iv) any of the Excluded Liabilities; (v) Buyer’s assumption of any Assumed Contract for which consent has not been obtained as of the Closing Date; (vi) any uncured Title and Survey Objections; (vii) any fraud, intentional misrepresentation or willful or criminal misconduct of any Seller, any Seller Affiliate or any Representatives, members, principals or shareholders of any Seller or Seller Affiliate; and (viii) any Environmental Condition relating to the presence of asbestos in the Hospital and the improvements thereto.

(b) Sellers shall have no obligation to indemnify the Buyer Indemnified Parties pursuant to Sections 10.1(a)(i) or 10.1(a)(viii) for any individual claim (or series of claims arising from the same or substantially similar facts or circumstances) to the extent that the Losses resulting from, arising out of, relating to or in connection with such claim (or series of claims arising from the same or substantially similar facts or circumstances) is less than [REDACTED] (any such claims or series of related claims arising from the same or substantially similar facts or circumstances, “**De Minimis Claims**”); provided, however, that the foregoing limitation shall not apply with respect to any Losses resulting from, arising out of, relating to or in connection with breaches of, or inaccuracies in, the Seller Fundamental Representations or the Seller Significant Representations. For the avoidance of doubt, claims for indemnification pursuant to Sections 10.1(a)(ii)–(vii) shall not be subject to this Section 10.1(b).

(c) Sellers shall have no obligation to indemnify the Buyer Indemnified Parties pursuant to Sections 10.1(a)(i) or 10.1(a)(viii) for any Losses unless and until the aggregate amount of all such Losses incurred or suffered by the Buyer Indemnified Parties that do not result from De Minimis Claims exceeds [REDACTED] (the “**Seller Threshold**”), upon which event the Buyer Indemnified Parties shall be entitled to indemnification under Sections 10.1(a)(i) and 10.1(a)(viii) for the amount of all Losses that do not result from De Minimis Claims in excess of the Seller Threshold; provided, however, that the foregoing limitation shall not apply with respect to any Losses resulting from, arising out of, relating to or in connection with breaches of, or inaccuracies in, the Seller Fundamental Representations or Seller Significant Representations. For the avoidance of doubt, claims for indemnification pursuant to Sections 10.1(a)(ii)–(vii) shall not be subject to the Seller Threshold.

(d) Sellers’ aggregate Liability in respect of claims for indemnification pursuant to Sections 10.1(a)(i) and 10.1(a)(viii) shall not exceed [REDACTED] (the “**Seller Cap**”); provided, however, that the foregoing limitation shall not apply with respect to any Losses resulting from, arising out of, relating to or in connection with breaches of, or inaccuracies in, the Seller Fundamental Representations or Seller Significant Representations, and none of such Losses shall count towards the satisfaction of the Seller Cap. For the avoidance of doubt, claims for indemnification pursuant to Sections 10.1(a)(ii)–(vii) shall not be subject to the Seller Cap.

(e) Sellers' aggregate Liability in respect of claims for indemnification pursuant to Sections 10.1(a)(i), 10.1(a)(ii), 10.1(a)(v), 10.1(a)(vi) and 10.1(a)(viii), including any amounts paid to Buyer Indemnified Parties from the Escrow Account, shall not exceed the amount of the Seller Net Sale Proceeds as adjusted from time to time (the "**Super Cap**"); provided, however, that the foregoing limitation shall not apply with respect to any Losses resulting from, arising out of, relating to or in connection with breaches of, or inaccuracies in, the Seller Fundamental Representations. For the avoidance of doubt, claims for indemnification pursuant to Sections 10.1(a)(iii), 10.1(a)(iv) and 10.1(a)(vii) shall not be subject to the Super Cap.

(f) To the extent a Buyer Indemnified Party is unable to recover Losses incurred in connection with one or more indemnity claims as a result of the limitation set forth in Section 10.1(e) (collectively, the "**Buyer Unrecovered Losses**"), and at any time thereafter the Super Cap increases as a result of an adjustment to the Seller Net Sale Proceeds pursuant to this Agreement, then Sellers shall pay such Buyer Indemnified Party an amount equal to the lesser of the Buyer Unrecovered Losses as of such time or the amount of the increase to the Super Cap as a result of any such adjustment to the Seller Net Sale Proceeds.

10.2 Indemnification by Buyer.

(a) Buyer shall indemnify, defend and hold harmless Sellers, the Seller Affiliates, and its and their respective Representatives, shareholders, members, principals, successors, heirs, and assigns (collectively, the "**Seller Indemnified Parties**") from and against, and pay on behalf of or reimburse each of them for, any and all Losses that any such Seller Indemnified Party incurs or becomes subject to as a result of, arising out of, relating to or in connection with: (i) any breach of, or inaccuracy in, any of the representations or warranties made by Buyer in this Agreement or in any other Transaction Document; (ii) any breach, noncompliance, or non-fulfillment of any covenants or other agreements made by Buyer in this Agreement or in any other Transaction Document; (iii) any of the Assumed Liabilities; (iv) any utilization by Buyer of the federal and state controlled substances permits and pharmacy licenses of a Seller under the Power of Attorney; (v) any use by Buyer of the billing identification information of a Seller for purposes of submitting claims to Medicare, Medicaid and TriCare in accordance with Section 7.7; (vi) any fraud, intentional misrepresentation or willful or criminal misconduct of Buyer or any Representatives of Buyer; and (vii) Buyer's failure to offer employment to substantially all Seller Employees (other than the Senior Management Personnel), which directly results in a violation of the WARN Act.

(b) Buyer shall have no obligation to indemnify the Seller Indemnified Parties pursuant to Section 10.2(a)(i) for any De Minimis Claims; provided, however, that the foregoing limitation shall not apply with respect to any Losses resulting from, arising out of, relating to or in connection with breaches of, or inaccuracies in, the Buyer Fundamental Representations. For the avoidance of doubt, claims for indemnification pursuant to Sections 10.2(a)(ii)–(vii) shall not be subject to this Section 10.2(b).

(c) Buyer shall have no obligation to indemnify the Seller Indemnified Parties pursuant to Section 10.2(a)(i) for any Losses unless and until the aggregate amount of all such Losses incurred or suffered by the Seller Indemnified Parties that do not result from De Minimis Claims exceeds ██████████ (the "**Buyer Threshold**"), upon which event the Seller Indemnified Parties shall be entitled to indemnification under Section 10.2(a)(i) for the amount of all Losses that do not result from De Minimis Claims in excess of the Buyer Threshold; provided, however, that the foregoing limitation shall not apply with respect to any Losses resulting from, arising out of, relating to or in connection with breaches of, or inaccuracies in, the Buyer Fundamental Representations. For the avoidance of doubt, claims for indemnification pursuant to Sections 10.2(a)(ii)–(vii) shall not be subject to the Buyer Threshold.

(d) Buyer's aggregate Liability in respect of claims for indemnification pursuant to Section 10.2(a)(i) shall not exceed ██████████ (the "**Buyer Cap**"); provided, however, that the foregoing limitation shall not apply with respect to any Losses resulting from, arising out of, relating to or in connection with breaches of, or inaccuracies in, the Buyer Fundamental Representations, and none of such Losses shall count towards the satisfaction of the Buyer Cap. For the avoidance of doubt, claims for indemnification pursuant to Sections 10.2(a)(ii)–(vii) shall not be subject to the Buyer Cap.

(e) Buyer's aggregate Liability in respect of claims for indemnification pursuant to Sections 10.2(a)(i), 10.2(a)(ii), 10.2(a)(iv), 10.2(a)(v) and 10.2(a)(vii) shall not exceed the Super Cap as adjusted from time to time; provided, however, that the foregoing limitation shall not apply with respect to any Losses resulting from, arising out of, relating to or in connection with breaches of, or inaccuracies in, the Buyer Fundamental Representations. For the avoidance of doubt, claims for indemnification pursuant to Sections 10.2(a)(iii) and 10.2(a)(vi) shall not be subject to the Super Cap.

(f) To the extent a Seller Indemnified Party is unable to recover Losses incurred in connection with one or more indemnity claims as a result of the limitation set forth in Section 10.2(e) (collectively, the "**Seller Unrecovered Losses**"), and at any time thereafter the Super Cap increases as a result of an adjustment to the Seller Net Sale Proceeds pursuant to this Agreement, then Buyer shall pay such Seller Indemnified Party an amount equal to the lesser of the Seller Unrecovered Losses as of such time or the amount of the increase to the Super Cap as a result of any such adjustment to the Seller Net Sale Proceeds.

10.3 Notice and Defense of Third-Party Claims.

(a) If an Indemnified Party seeks indemnification under this Article 10 with respect to any Proceeding or other claim brought against it by a third party (a "**Third-Party Claim**"), such Indemnified Party shall promptly give written notice to the Indemnifying Party after receiving written notice of such Third-Party Claim; provided, however, that any failure to so notify or any delay in notifying the Indemnifying Party shall not relieve the Indemnifying Party of its obligations hereunder, except to the extent that the Indemnifying Party is materially prejudiced by such failure or delay. With respect to any Third-Party Claim that, if adversely determined, would entitle the Indemnified Party to indemnification pursuant to this Article 10, the Indemnifying Party shall be entitled, at its sole cost and expense, (i) to participate in the defense of such Third-Party Claim giving rise to the Indemnified Party's claim for indemnification or (ii) at its option (subject to the limitations set forth below), to assume control of such defense and appoint lead counsel reasonably acceptable to the Indemnified Party; provided, however, that as a condition precedent to the Indemnifying Party's right to assume control of such defense, it must first: (A) notify the Indemnified Party in writing within fifteen (15) days after the Indemnified Party has given notice of the Third-Party Claim that the Indemnifying Party will indemnify the Indemnified Party from and against the entirety of any Losses (without any limitations) the Indemnified Party may suffer resulting from, arising out of, relating to, in the nature of, or caused by the Third-Party Claim in accordance with the terms of this Agreement (including the limitations set forth in Sections 10.1 and 10.2) and (B) furnish the Indemnified Party with evidence reasonably satisfactory to the Indemnified Party that the Indemnifying Party has sufficient resources to defend such Third-Party Claim and to satisfy its obligations to the Indemnified Party under this Article 10 in respect of such Third-Party Claim. Notwithstanding the foregoing, the Indemnifying Party shall not have the right to assume or continue control of the defense of any Third-Party Claim if such Third-Party Claim (I) seeks non-monetary relief, (II) involves criminal or quasi-criminal allegations or regulatory matters, (III) involves a claim that, if adversely determined, would be reasonably expected, in the good faith judgment of the Indemnified Party, to establish a precedent, custom or practice materially adverse to the continuing business interests or prospects of the Indemnified Party or the Business, (IV) seeks Losses in excess of the amount of the Seller Cap or Buyer Cap, as applicable, (V) involves a claim that, in the good faith

judgment of the Indemnified Party, the Indemnifying Party has failed or is failing to vigorously prosecute or defend, or (VI) results in, or could reasonably be expected to result in, under applicable standards of professional conduct, a conflict of interest between the Indemnifying Party and the Indemnified Party in respect of such Third-Party Claim (each of the foregoing, an “**Exception Claim**”).

(b) In the event that (i) the Indemnifying Party does not or fails to elect to assume control of the defense of any Third-Party Claim in the manner set forth in Section 10.3(a) or (ii) such Third-Party Claim is, or at any time becomes, an Exception Claim, the Indemnified Party may defend against, and may consent to the entry of any judgment or enter into any settlement with respect to, such Third-Party Claim in any manner it may deem appropriate (and the Indemnified Party need not consult with, or obtain any consent from, any Indemnifying Party in connection therewith), and the fees and disbursements of the Indemnified Party’s counsel shall be at the expense of the Indemnifying Party.

(c) If the Indemnifying Party is controlling the defense of any Third-Party Claim in accordance with Section 10.3(a), the Indemnified Party shall have the right to participate in the defense of such Third-Party Claim with counsel selected by it, subject to the Indemnifying Party’s right to control the defense thereof, and the fees and disbursements of such counsel shall be at the expense of the Indemnified Party; provided, that if (i) there are legal defenses available to an Indemnified Party that are different from or additional to those available to the Indemnifying Party; or (ii) under applicable standards of professional conduct, a conflict of interest exists between the Indemnifying Party and the Indemnified Party in respect of such Third-Party Claim, then the Indemnifying Party shall be responsible for the fees and expenses of counsel to the Indemnified Party. The Indemnifying Party will not consent to the entry of any judgment or enter into any settlement with respect to, or cease to defend, such Third-Party Claim without the prior written consent of the Indemnified Party.

(d) Irrespective of which Party controls the defense of any Third-Party Claim, the other Parties will, and will cause their respective Affiliates to, reasonably cooperate with the controlling Party in such defense and make available to the controlling Party all witnesses, pertinent records, materials and information in such non-controlling Parties’ possession or under its control relating thereto as is reasonably required by the controlling Party. The Parties agree that all communications between any Party and counsel responsible for or participating in the defense of any Third-Party Claim shall, to the extent possible, be made so as to preserve any applicable attorney-client or work-product privilege.

10.4 Notice of Non-Third-Party Claims. If an Indemnified Party seeks indemnification under this Article 10 with respect to any matter which does not involve a Third-Party Claim, the Indemnified Party shall give written notice to the Indemnifying Party of such claim for indemnification. If the Indemnifying Party does not notify the Indemnified Party in writing within thirty (30) days from its receipt of the indemnity notice that the Indemnifying Party disputes such claim, the Indemnifying Party shall be deemed to have agreed to indemnify the Indemnified Party from and against the entirety of any Losses described in the indemnity notice. If the Indemnifying Party has delivered a written notice to the Indemnified Party within such thirty (30) day period disputing such claim, the Indemnifying Party and the Indemnified Party shall proceed in good faith to negotiate a resolution to such dispute. If the Indemnifying Party and the Indemnified Party cannot resolve such dispute within thirty (30) days after delivery of such written notice, such dispute shall be resolved in accordance with Section 13.3.

10.5 Manner of Payment.

(a) Any indemnification payment pursuant to this Article 10 shall be effected by wire transfer of immediately available funds to an account designated by Seller Representative or Buyer, as the case may be, within five (5) Business Days after the determination of the amount thereof, whether pursuant to a final judgment, settlement or agreement among the Parties.

(b) To the extent that funds remain in the Escrow Account, all or any portion of any indemnification payment to be made to any Buyer Indemnified Party hereunder shall be satisfied through funds that remain available in the Escrow Account, and, in furtherance of the foregoing, Seller Representative and Buyer shall, within five (5) Business Days after the determination of the amount thereof, deliver a joint written instruction to the Escrow Agent instructing the Escrow Agent to pay the appropriate portion of the funds from the Escrow Account to an account designated by Buyer.

(c) If funds from the Escrow Account are not sufficient to satisfy the entirety of the amount due to the Buyer Indemnified Parties, then, within five (5) Business Days after the determination of the amount, Sellers, jointly and severally, shall pay any remaining amounts to the applicable Buyer Indemnified Party via wire transfer of immediately available funds to one or more accounts designated in writing by Buyer.

10.6 Determination of Loss Amount.

(a) The amount of any Losses subject to indemnification pursuant to this Article 10 shall be reduced or reimbursed, as the case may be, by any amount actually received by any Buyer Indemnified Party or any Seller Indemnified Party, as applicable, with respect thereto under any insurance coverage provided by any third party that is not an Affiliate of such Buyer Indemnified Party or Seller Indemnified Party, as applicable, or from any other party alleged to be responsible therefor (net of any deductible or co-payment, the Buyer Indemnified Parties' or Seller Indemnified Parties', as applicable, good faith estimate of any increase in insurance premiums attributable to such recovery and all out of pocket costs related to such recovery). The Buyer Indemnified Parties and the Seller Indemnified Parties, as applicable, shall use commercially reasonable efforts to collect any amounts available under such insurance coverage or from such other party alleged to have responsibility therefor; provided, that in no event shall the Buyer Indemnified Parties or the Seller Indemnified Parties have any obligation to file or commence any Proceeding to collect any such amounts. If a Buyer Indemnified Party or Seller Indemnified Party, as applicable, receives and is entitled to retain an amount under insurance coverage or from such other party with respect to Losses at any time subsequent to any indemnification provided by Sellers pursuant to Section 10.1 or by Buyer pursuant to Section 10.2, then such Buyer Indemnified Party or Seller Indemnified Party, as applicable, shall promptly reimburse Sellers or Buyer, as applicable, for any payment made by such Person in connection with providing such indemnification up to the amount received (net of any deductible or co-payment, the Buyer Indemnified Parties' or Seller Indemnified Parties', as applicable, good faith estimate of any increase in insurance premiums attributable to such recovery and all out of pocket costs related to such recovery) by the Buyer Indemnified Party or Seller Indemnified Party, as applicable; provided, that in no event shall any Buyer Indemnified Party or Seller Indemnified Party, as applicable, have any obligation hereunder to remit to Buyer or Sellers, as applicable, any portion of such insurance or other recoveries in excess of the indemnification payment or payments actually received from Buyer or Sellers, as applicable, with respect to such Losses.

(b) To the extent that any Seller has an indemnification obligation pursuant to this Article 10, any of the Buyer Indemnified Parties may set off the amount of such indemnification against any amounts then due and unpaid to any Seller by any of the Buyer Indemnified Parties pursuant to this Agreement or any other Transaction Document.

(c) For purposes of (i) determining whether or not a representation or warranty made by Sellers or Buyer in this Agreement or in any other Transaction Document has been breached or whether an inaccuracy exists with respect thereto, and (ii) calculating the amount of Losses resulting therefrom to which a Buyer Indemnified Party or Seller Indemnified Party is entitled under this Article 10, the terms "Material Adverse Effect," "material," "materiality" and similar qualifiers, modifiers or limitations shall be disregarded.

(d) The right to indemnification of any Buyer Indemnified Party or Seller Indemnified Party pursuant to this Article 10, or the availability of any other remedies contemplated hereby or otherwise available to the Buyer Indemnified Parties or Seller Indemnified Parties at law or in equity, based upon any representation, warranty, covenant, agreement or obligation of any Seller or Buyer contained in or made pursuant to this Agreement or any other Transaction Document will not be affected by any investigation made by or on behalf of any Buyer Indemnified Party or its Affiliates, or Seller Indemnified Party or its Affiliates, or the knowledge of any such Buyer Indemnified Party's (or its Affiliates') Representatives or Seller Indemnified Party's (or its Affiliates') Representatives with respect to the accuracy or inaccuracy of, or compliance or non-compliance with, any such representation, warranty, covenant, agreement or obligation at any time prior to or following the date hereof.

10.7 **Exclusive Remedy.**

(a) The Parties agree that, from and after the Closing Date, the indemnification provisions set forth in this Article 10 are the exclusive provisions in this Agreement with respect to the Liability of Sellers or Buyer for the breach, inaccuracy or nonfulfillment of any representation or warranty or any pre-Closing covenants, agreements or other pre-Closing obligations contained in this Agreement, and the sole remedy of the Buyer Indemnified Parties and the Seller Indemnified Parties for any claims for breach of any representation or warranty or pre-Closing covenants, agreements or other pre-Closing obligations arising out of this Agreement or any Law or legal theory applicable thereto; provided, that nothing herein shall preclude any Party from (i) seeking any remedy based upon fraud, intentional misrepresentation or willful or criminal misconduct by any other Party (including any fraud, intentional misrepresentation or willful or criminal misconduct committed by any Seller Employee or Representative of any Seller in connection with the consummation of the Contemplated Transactions) or (ii) enforcing its right to specific performance of post-Closing covenants, agreements or other post-Closing obligations, including pursuant to Section 6.14, Section 7.3, Section 10.10 or equitable remedies.

(b) Notwithstanding anything to the contrary set forth in this Agreement, the Parties agree that the Seller Indemnified Parties' sole and exclusive remedy with respect to any breach, noncompliance, or non-fulfillment of any of the covenants or other agreements made by Buyer in Sections 7.10, 7.11, 7.12, 7.13, 7.14, 7.15 and 7.16 shall be specific performance and injunctive relief (including pursuant to Section 10.10) of such covenants or other agreements, and the Seller Indemnified Parties shall not be entitled to monetary or any other form of relief in respect of any such breach, noncompliance, or non-fulfillment, and no Seller Indemnified Party shall have any right to Losses or any damages, whether actual, consequential, special, incidental or otherwise, in respect of any such breach, noncompliance or non-fulfillment.

10.8 **Adjustment to Purchase Price.** The Parties agree to treat any indemnification payment received pursuant to this Agreement for all Tax purposes as an adjustment to the Purchase Price to the extent permitted by applicable Law.

10.9 **Survival.** All representations and warranties contained in or made pursuant to this Agreement or any other Transaction Document shall survive the execution and delivery of this Agreement or such other Transaction Document and the consummation of the Contemplated Transactions. Notwithstanding anything herein to the contrary, Sellers will not be liable with respect to any claim for indemnification pursuant to Section 10.1(a)(i), and Buyer will not be liable with respect to any claim for indemnification pursuant to Section 10.2(a)(i), unless written notice of such claim is delivered to Sellers or Buyer, as the case may be, prior to the applicable Survival Expiration Date (if any). For purposes of this Agreement, the term "**Survival Expiration Date**" means the date that is eighteen (18) months after the Closing Date; provided, that:

(a) with respect to the Seller Fundamental Representations and the Buyer Fundamental Representations, there shall be no Survival Expiration Date and such representations and warranties shall survive the Closing indefinitely; and

(b) with respect to the Seller Significant Representations and the representations set forth in Section 4.28 (Environmental Matters), the Survival Expiration Date shall be the ninetieth (90th) day after the expiration of the applicable statute of limitations, including any extensions thereto to the extent that such statute of limitations is tolled.

The Parties agree that so long as written notice is given on or prior to the Survival Expiration Date with respect to any such claim, all representations and warranties related to such claim shall continue to survive until such claim is finally resolved. For the avoidance of doubt, (i) each covenant, agreement and obligation set forth in this Agreement or in any other Transaction Document shall survive the Closing until fully performed or observed in accordance with its terms and (ii) this Section 10.9 shall not affect any rights to bring claims after the Survival Expiration Date based on (A) any covenant or agreement of the Parties which contemplates performance after the Closing, (B) the obligations of Sellers under Sections 10.1(a)(ii)–(vii), or (C) the obligations of Buyer under Sections 10.2(a)(ii)–(vii).

10.10 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. Accordingly, each Party agrees that, in the event of any breach or threatened breach by any other Party of any covenant or obligation contained in this Agreement, the non-breaching Party shall be entitled (in addition to any other equitable remedy that may be available to it and in addition to the right to seek indemnification pursuant to this Article 10) to seek and obtain, without proof of actual damages, (i) a decree or other Order of specific performance to enforce the observance and performance of such covenant or obligation and (ii) an injunction restraining such breach or threatened breach.

(b) Each Party acknowledges and agrees that (i) it will not oppose any equitable relief or equitable remedy referred to in this Section 10.10 on the grounds that any other remedy is available at law or in equity, and (ii) no Party will be required to obtain, furnish or post any bond or similar instrument in connection with, or as a condition to, obtaining any equitable relief or equitable remedy referred to in this Section 10.10 (and it hereby irrevocably waives any right it may have to require the obtaining, furnishing or posting of any such bond or similar instrument).

10.11 Escrow Release. Subject to the terms and conditions of this Agreement and the Escrow Agreement, within ten (10) Business Days following the date which is twenty-four (24) months after the Closing Date (the “Escrow Release Date”), Seller Representative and Buyer shall deliver a joint written instruction to the Escrow Agent instructing the Escrow Agent to release to Seller Representative (a) any funds remaining in the Escrow Account as of the Escrow Release Date (if any) minus (b) the aggregate amount of all unresolved (or resolved but unpaid) indemnification claims under this Article 10 asserted by the Buyer Indemnified Parties in accordance with this Article 10 as of the Escrow Release Date.

11. TAX MATTERS.

11.1 Allocation of Purchase Price. The Parties agree that Buyer shall prepare an allocation (“Allocation”) of an amount totaling the sum of the (a) Purchase Price, (b) Assumed Liabilities and (c) all other capitalized costs under this Agreement, first among each of Sellers and then among the Purchased Assets of each Seller, in accordance with Section 1060 of the Code (and any similar provisions of state or local Law, as appropriate) and the methodology set forth on Schedule 11.1. Buyer shall deliver such

Allocation to Seller Representative by the later of (i) such date that is one hundred eighty (180) days after the Closing Date, or (ii) such date that is thirty (30) days after the date that the Purchase Price is finally determined pursuant to Section 2.8. Buyer and Sellers shall report and file all Tax Returns (including IRS Form 8594) in all respects and for all purposes consistent with such Allocation prepared by Buyer. Sellers shall timely and properly prepare, execute, file and deliver all such documents, forms and other information as Buyer may reasonably request to prepare such Allocation. Neither Buyer nor Sellers shall take any position (whether in audits, Tax Returns or otherwise in connection with Tax matters) that is inconsistent with such Allocation, unless required to do so by applicable Law.

11.2 Tax Returns.

(a) Sellers shall prepare and file or cause to be prepared and filed on a timely basis all Tax Returns relating to the Purchased Assets and the Business with respect to all taxable periods ending prior to the Effective Time. All such Tax Returns shall be prepared in a manner consistent with past practice unless otherwise required by applicable Law. Sellers shall be responsible for and shall pay any Taxes arising or resulting from or in connection with the ownership of the Purchased Assets and operation of the Business for all taxable periods (or portion thereof) ending prior to the Effective Time. Sellers shall not consent without the prior written consent of Buyer, to any change in the treatment of any items with respect to the Purchased Assets or the Business that would affect the Tax Liability of Buyer after the Effective Time.

(b) Buyer shall prepare and file or cause to be prepared and filed all Tax Returns required to be filed with respect to the Purchased Assets and the Business for all taxable periods beginning prior to the Effective Time and ending after the Effective Time (a “**Straddle Period**”). Buyer shall notify Seller Representative of Buyer’s calculation of Sellers’ share of the Taxes for any such Straddle Periods, and Sellers shall pay to Buyer (in cash or other immediately available funds) the amount of Sellers’ share of the Tax Liability for the portion of the Straddle Period ending as of the Effective Time, as determined pursuant to Section 11.2(c).

(c) In order to apportion appropriately any Taxes relating to a Straddle Period, the Parties shall, to the extent required or permitted under applicable Law, treat the calendar day immediately preceding the day in which the Effective Time occurs as the last day of the taxable year or period for all Tax purposes. With respect to such prorated Taxes, the portion of any Taxes that are allocable to the portion of the Straddle Period ending on the calendar day immediately preceding the day in which the Effective Time occurs shall be: (i) in the case of Taxes that are imposed on a periodic basis, deemed to be the amount of such Taxes for the entire period multiplied by a fraction the numerator of which is the number of calendar days in the Straddle Period ending on (and including) the calendar day immediately preceding the day in which the Effective Time occurs and the denominator of which is the number of calendar days in the entire relevant Straddle Period; and (ii) in the case of Taxes not described in (i) (such as (A) Taxes that are based upon or measured by income or receipts or imposed in connection with any sale or other transfer or assignment of property (real or personal, tangible or intangible) and (B) payroll and similar Taxes), deemed equal to the amount that would be payable if the taxable year or period ended on the calendar day immediately preceding the day in which the Effective Time occurs.

11.3 Cooperation. Following the Closing, Sellers shall cooperate with Buyer and shall make available to Buyer, as reasonably requested, all information, records or documents relating to Tax Liabilities or potential Tax Liabilities with respect to the Purchased Assets or the Business for all periods, and shall use best efforts to preserve all such information, records and documents (to the extent not a part of the Purchased Assets or the Business delivered by Sellers at the Closing) at least until the expiration of any applicable statute of limitations or extensions thereof. Sellers further agree, upon request of Buyer, to use their best efforts to obtain any certificate or other document from any Governmental Authority or any

other Person as may be necessary to mitigate, reduce or eliminate any Taxes that could be imposed on Buyer or the Purchased Assets and the Business (including with respect to the Contemplated Transactions).

11.4 **Tax Proceedings.** After the Effective Time, with respect to any Proceeding relating to Taxes with respect to the Purchased Assets or the Business (collectively, a “**Tax Proceeding**”) for any taxable period, such Tax Proceeding shall be controlled by Buyer. For any Tax Proceeding for any taxable period ending prior to the Effective Time, Buyer shall notify Seller Representative of such Tax Proceeding, and Sellers may (at their sole cost and expense) (a) participate in the defense of such Tax Proceeding that is controlled by Buyer, or (b) upon the prior written approval of Buyer, assume the defense of such Tax Proceeding. If a Seller, upon the prior written approval of Buyer, assumes such defense, such Seller shall keep Buyer reasonably and timely informed of the progress of such Tax Proceeding and provide Buyer with copies of any submissions, documents or agreements relating to such Tax Proceeding for its review and comment. No Seller shall consent to the entry of any judgment or enter into any settlement of any Tax Proceeding without the prior written consent of Buyer.

11.5 **Transfer Taxes.** All Other Transfer Taxes incurred in connection with the Contemplated Transactions shall be paid by Sellers when due, and all necessary Tax Returns and other documentation with respect to such Other Transfer Taxes shall be prepared and filed by the Party required to file such Tax Returns under applicable Law.

12. TERMINATION.

12.1 **Termination.** Without prejudice to other remedies which may be available to the Parties, this Agreement may be terminated and the Contemplated Transactions may be abandoned at any time prior to the Closing as follows:

- (a) By mutual written consent of Buyer and Sellers;
- (b) By either Buyer or Sellers upon delivery of written notice to the other if the Closing has not occurred on or before 5:00 p.m., Central Time, on May 1, 2020 (the “**End Date**”); provided, that neither Buyer nor Sellers will be entitled to terminate this Agreement pursuant to this Section 12.1(b) if such Person’s material breach of, or material failure to fulfill any obligation under, this Agreement or any other Transaction Document has been the principal cause of the failure of the Closing to occur on or prior to such time on the End Date;
- (c) By Buyer upon delivery of written notice to Sellers, if there has been a breach of any representation, warranty, covenant or agreement made by any Seller in this Agreement or in any other Transaction Document, which breach (i) would give rise to the failure of a condition set forth in Article 8 to be satisfied and (ii) (A) cannot be cured by the End Date or (B) if capable of being cured, shall not have been cured by the earlier of (1) fifteen (15) days following receipt of written notice from Buyer of such breach or (2) the date that is three (3) days prior to the End Date;
- (d) By Sellers upon delivery of written notice to Buyer, if there has been a breach of any representation, warranty, covenant or agreement made by Buyer in this Agreement or in any other Transaction Document, which breach (i) would give rise to the failure of a condition set forth in Article 9 to be satisfied and (ii) (A) cannot be cured prior to the End Date or (B) if capable of being cured, shall not have been cured by the earlier of (1) fifteen (15) days following receipt of written notice from Sellers of such breach or (2) the date that is three (3) days prior to the End Date;

(e) By either Buyer or Sellers upon delivery of written notice to the other if any Governmental Authority shall have issued or entered any Order, enacted any Law or taken any other action which, in any such case, (i) permanently restrains, enjoins or otherwise prohibits the consummation of all or any of the Contemplated Transactions, (ii) would prevent the Closing from occurring as contemplated by this Agreement on or prior to the applicable time on the End Date or (iii) has had or would reasonably be expected to have a Material Adverse Effect; provided, that neither Buyer nor Sellers will be entitled to terminate this Agreement pursuant to this Section 12.1(e) if the issuance or entry of such Order is the principal cause of such Person's material breach of, or material failure to fulfill any obligation under, this Agreement or any other Transaction Document;

(f) [REDACTED]

(g) By either Buyer or Sellers in accordance with Section 6.4(c);

(h) By Buyer upon delivery of written notice to Sellers if a Material Adverse Effect shall have occurred;

(i) By Buyer in accordance with Section 6.6; or

(j) By Buyer in accordance with Section 6.15.

12.2 Effect of Termination. Subject to the provisions of this Section 12.2, the rights of termination set forth above are in addition to any other rights a terminating Party may have under this Agreement and the other Transaction Documents, and the exercise of a right of termination will not be an election of remedies. Notwithstanding the foregoing sentence, in the event of any termination of this Agreement by either Buyer or Sellers as provided in Section 12.1, this Agreement shall forthwith become void, and there shall be no Liability on the part of any Party or any of its Affiliates to any other Person resulting from, arising out of, relating to, or in connection with this Agreement or any other Transaction Document, except that (a) nothing in this Agreement or any other Transaction Document will relieve any Party from any material breach of this Agreement or any other Transaction Document prior to such termination or for fraud, intentional misrepresentation or willful or criminal misconduct and (b) Section 6.14 (Confidentiality), Section 7.3(d) (Non-Disparagement), and Article 13 (General) and any pre-termination breaches of such provisions shall survive any termination of this Agreement, and each Party shall be entitled to all remedies available at law or in equity in connection with any past or future breach of any such provision.

13. GENERAL.

13.1 Notice. Any notice, demand or communication required, permitted or desired to be given hereunder must be in writing and shall be deemed effectively given when personally delivered, when received by telegraphic or other electronic means (including facsimile transmission or electronic mail), so long as such telegraphic or other electronic means is accompanied by prompt notice by United States mail or overnight courier, or five (5) days after being deposited in the United States mail, with postage prepaid thereon, certified or registered mail, return receipt requested, addressed as follows:

If to Sellers:

Frisbie Memorial Hospital
 11 White Hall Road
 Rochester, New Hampshire 03867
 Attention: Brian Hughes, Chair
 Facsimile: 603-509-1280
 Email: BHughes@hrcu.org

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

Nixon Peabody, LLP
677 Broadway
Albany, New York 12207
Attention: Laurie T. Cohen
Facsimile: 855-340-5576
Email: lauricohen@nixonpeabody.com

If to Seller Representative:

The Frisbie Foundation
11 White Hall Road
Rochester, New Hampshire 03867
Attention: Brian Hughes, Chair
Facsimile: 603-509-1280
Email: BHughes@hrcu.org

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

Nixon Peabody, LLP
677 Broadway
Albany, New York 12207
Attention: Laurie T. Cohen
Facsimile: 855-340-5576
Email: lauricohen@nixonpeabody.com

If to Buyer:

c/o HCA Healthcare, Inc.
One Park Plaza, Bldg. 1
Nashville, TN 37203
Attention: Senior Vice President
and Chief Development Officer
Facsimile: (615) 344-2824
Email: joe.sowell@hcahealthcare.com

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

HCA Healthcare, Inc.
One Park Plaza, Bldg. 1
Nashville, TN 37203
Attention: General Counsel
Facsimile: (615) 344-1531
Email: bob.waterman@hcahealthcare.com

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

Polsinelli PC
 900 West 48th Place, Suite 900
 Kansas City, MO 64112
 Attention: Chad C. Stout
 Facsimile: (816) 572-5479
 Email: cstout@polsinelli.com

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

13.2 **Choice of Law.** The Parties agree that this Agreement shall be governed by and construed in accordance with the applicable Law of the State of Delaware without giving effect to any choice or conflicts of law provision or rule thereof that would result in the application of the applicable Law of any other jurisdiction other than the applicable Law of the United States of America, where applicable.

13.3 **Arbitration.** The Parties agree that all disagreements, disputes or claims arising out of or relating to this Agreement or the Contemplated Transactions that cannot be settled by the relevant Parties, including any claims for injunctive relief, shall be settled by arbitration in accordance with the provisions set forth below.

(a) **Forum.** The forum for arbitration shall be Wilmington, Delaware.

(b) **Law.** The governing Law shall be the Law of the State of Delaware.

(c) **Administration.** The arbitration shall be administered by the American Arbitration Association ("**AAA**").

(d) **Selection; Notice.** In the case of one or more claims or disputes under this Agreement for which the amount in controversy, whether for an individual claim or dispute or in the aggregate as to multiple claims or disputes, is less than \$500,000.00, the Parties agree to submit such claims or disputes to a single arbitrator, to be chosen in the manner prescribed below. In the event the amount in controversy, whether for an individual claim or dispute or in the aggregate as to multiple claims or disputes between the Parties, is \$500,000.00 or more, or, in the event the Parties do not agree as to whether such amount in controversy is \$500,000.00 or more, the Parties agree to submit such claims or disputes to a board of arbitrators consisting of three arbitrators, as set forth below (the term "**Arbitrators**" shall refer to the board of arbitrators or the single arbitrator, as applicable). For the avoidance of doubt, in determining the aggregate amount in controversy for purposes of the two preceding sentences, in the event that there are multiple claims or disputes such claims or disputes need not be related, including as to the same subject matter, the same provisions of this Agreement or the same set of facts.

(i) If any Person determines to submit a dispute for arbitration pursuant to this Section 13.3, such Person shall furnish the other Parties to the dispute with a dated, written statement (the "**Arbitration Notice**") indicating (A) such Person's intent to commence arbitration Proceedings, (B) the nature, with reasonable detail, of the dispute and (C) the remedy or remedies such Person will seek.

(ii) Where the Parties use a single arbitrator, within twenty (20) days of the Arbitration Notice, the Parties shall select a single arbitrator from a list of members of the AAA's National Panel of Commercial Arbitrators. Such arbitrator must be "neutral" and must have at least

fifteen (15) years' experience in merger and acquisition transactions. If the Parties do not reach agreement on the selection of a single arbitrator within the twenty (20) day period, the AAA shall have the right to make such selection upon the request of any Party to the arbitration Proceedings. Where the Parties use a board of arbitrators, within twenty (20) days of the date of the Arbitration Notice, the Person commencing the arbitration (collectively, the "**Petitioner**") and the Party with whom the Petitioner has its dispute (collectively, the "**Respondent**") shall each select one qualifying arbitrator (and provide written notice of such selection to the Respondent and Petitioner). A "qualifying" arbitrator is a Person who is not (A) an Affiliate of either the Petitioner or Respondent or (B) counsel to any such Person at such time. If either the Petitioner or Respondent fails to select a qualifying arbitrator or provide such notice within the twenty (20) day period, the AAA shall have the right to make such selection upon the request of any Party to the arbitration Proceedings. (Such qualifying arbitrators hereafter may be referred to, respectively, as the "**First Arbitrator**" and the "**Second Arbitrator**"). Within ten (10) days following their selection, the First Arbitrator and the Second Arbitrator shall select (and provide written notice to the Respondent and the Petitioner of such selection) a third arbitrator (the "**Third Arbitrator**") from a list of members of the AAA's National Panel of Commercial Arbitrators. The Third Arbitrator must be "neutral" and must have at least fifteen (15) years' experience in merger and acquisition transactions. For purposes of this Section 13.3, a "neutral" arbitrator shall be a Person who would not be subject to disqualification under rule No. 18 of the Commercial Arbitration Rules of the AAA.

(e) Rules. The rules of arbitration shall be the Commercial Arbitration Rules of the AAA, as modified by any other instructions that the Parties may agree upon at the time, except that each Party shall have the right to conduct discovery in any manner and to the extent authorized by the Federal Rules of Civil Procedure as interpreted by the United States District Court for the Middle District of Tennessee. The Arbitrators shall not modify the terms of this Agreement.

(f) Award. The award rendered by arbitration shall be Final and Binding, and judgment upon the award may be entered in any court of competent jurisdiction of the United States. The Arbitrators shall have authority to award legal fees and associated costs to the Party that substantially prevails in any arbitration Proceeding.

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

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

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

13.7 Reproduction of Documents. This Agreement and the other Transaction Documents, including (a) consents, waivers and modifications which may hereafter be executed, (b) the documents delivered at the Closing and (c) financial statements, certificates and other information previously or hereafter furnished to Sellers or Buyer, may, subject to the provisions of Section 6.14 and Section 7.3(a), be reproduced by Sellers and Buyer by any photographic, photostatic, microfilm, micro-card, miniature photographic or other similar process, and Sellers and Buyer may destroy any original documents so reproduced. Sellers and Buyer agree and stipulate that any such reproduction shall be admissible in evidence as the original itself in any judicial, arbitral or administrative Proceeding (whether or not the original is in existence and whether or not such reproduction was made by Sellers or Buyer in the regular course of business) and that any enlargement, facsimile or further reproduction of such reproduction shall likewise be admissible in evidence.

13.8 Cost of Transaction. Except as otherwise provided herein, the Parties agree as follows:

(a) whether or not the Contemplated Transactions shall be consummated, Sellers will pay the fees, expenses and disbursements of Sellers and their respective Representatives incurred in connection with the subject matter hereof and any amendments hereto;

(b) whether or not the Contemplated Transactions shall be consummated, Buyer will pay the fees, expenses and disbursements of Buyer and its Representatives incurred in connection with the subject matter hereof and any amendments hereto;

(c) solely to the extent the Contemplated Transactions are consummated, any and all fees, expenses and costs payable to the New Hampshire Attorney General under that certain Advance Notice and Consultant Fees and Cost Agreement dated May 8, 2019, by and among the New Hampshire Attorney General, HCA, HCA Management Services, L.P., HCA Health Services of New Hampshire, Inc. and Frisbie Memorial, shall be split equally between Buyer and Frisbie Memorial;

(d) the fees and expenses associated with any documentary stamps, Real Property Transfer Taxes, recording fees and similar Closing costs relating to the transfer of the Real Property, the Commitments and the Title Policy shall be split equally between Buyer and Frisbie Memorial; and

(e) any and all fees, expenses and costs payable to the New Hampshire Attorney General related to its review and Approval of the Contemplated Transactions in connection with the notice of the Contemplated Transactions to the New Hampshire Attorney General Director of Charitable Trusts pursuant to N.H. REV. STAT. ANN. § 7:19-b, including any and all fees, expenses and costs of any consultants or Representatives engaged by the New Hampshire Attorney General in connection with such review and Approval shall be split equally between Buyer and Frisbie Memorial.

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

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

automatically as a part of this Agreement a legal, valid and enforceable provision as similar in terms to such illegal, invalid or unenforceable provision as may be possible.

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

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

13.13 No Third-Party Beneficiaries. The terms and provisions of this Agreement are intended solely for the benefit of Buyer, Sellers, Seller Indemnified Parties with respect to Article 10, the Buyer Indemnified Parties with respect to Article 10, and such parties' respective permitted successors, assigns or delegates, and it is not the intention of the Parties to confer, and, this Agreement shall not confer, third-party beneficiary rights upon any other Person.

13.14 Entire Agreement; Amendment. This Agreement, together with the other Transaction Documents and the Confidentiality Agreement, represent the entire agreement between the Parties with respect to the subject matter of this Agreement and supersede all prior or contemporaneous oral or written understandings, negotiations, letters of intent or agreements between the Parties. This Section 13.14 shall be deemed a "merger" clause under Delaware Law, and this Agreement (together with the other Transaction Documents and the Confidentiality Agreement) is intended as a complete integration of the agreement of the Parties. No modifications of, amendments to, or waivers of any rights or duties under this Agreement shall be valid or enforceable unless and until made in writing and signed by all Parties.

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

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

13.17 **Schedule Preparation.** Based on its due diligence review of the Business and the Purchased Assets, Buyer, with the approval of Sellers, prepared the initial drafts of Schedules 2.1(h), 4.6, 4.8, 4.22(b), 4.22(c) and 4.22(d) (the “**Draft Schedules**”) for the review, comment and revision by Sellers for the purpose of reducing costs and to expedite the consummation of the Contemplated Transactions. Sellers acknowledge and agree that (a) Sellers have had ample opportunity to review, analyze and revise the Draft Schedules and (b) Sellers are solely responsible for the Draft Schedules in their final form being complete and fully accurate. Accordingly, Buyer’s participation in the preparation of the Draft Schedules, and the review and comment on any of the Schedules, shall not in any manner or to any extent limit any Liability that Sellers may have to Buyer under this Agreement or the other Transaction Documents, whether or not arising from or related to the incompleteness or inaccuracy of any Schedule.

[SIGNATURE PAGE FOLLOWS]

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

SELLERS:

Frisbie Memorial Hospital DocuSigned by:
Brian Hughes
D3D3ECBAEA0E4D8...
By: _____
Name: Brian Hughes
Title: Chair

The Frisbie Foundation DocuSigned by:
Brian Hughes
D3D3ECBAEA0E4D8...
By: _____
Name: Brian Hughes
Title: Secretary

Granite State Lab, LLC DocuSigned by:
Brian Hughes
D3D3ECBAEA0E4D8...
By: _____
Name: Brian Hughes
Title: Member Representative

Seacoast Business and Health Clinic, Inc.
By: _____
Name: Julie Reynolds
Title: Chair

BUYER:

FMH Health Services, LLC
By: _____
Name: Joseph A. Sowell, III
Title: Senior Vice President

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

SELLERS:

Frisbie Memorial Hospital

By: _____
Name: Brian Hughes
Title: Chair

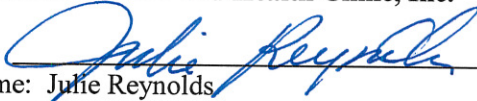
The Frisbie Foundation

By: _____
Name: Brian Hughes
Title: Secretary

Granite State Lab, LLC

By: _____
Name: Brian Hughes
Title: Member Representative

Seacoast Business and Health Clinic, Inc.

By:  _____
Name: Julie Reynolds
Title: Chair

BUYER:

FMH Health Services, LLC

By: _____
Name: Joseph A. Sowell, III
Title: Senior Vice President

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

SELLERS:

Frisbie Memorial Hospital

By: _____
Name: Brian Hughes
Title: Chair

The Frisbie Foundation

By: _____
Name: Brian Hughes
Title: Secretary

Granite State Lab, LLC

By: _____
Name: Brian Hughes
Title: Member Representative

Seacoast Business and Health Clinic, Inc.

By: _____
Name: Julie Reynolds
Title: Chair

BUYER:

FMH Health Services, LLC

By: _____
Name: Joseph A. Sowell, III
Title: Senior Vice President

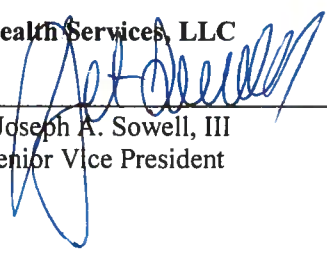


Exhibit A
Lease Assignment

See attached.

ASSIGNMENT AND ASSUMPTION OF LEASES

THIS ASSIGNMENT AND ASSUMPTION OF LEASES (this “**Assignment**”) is entered into as of _____, by and between _____ (“**Assignor**”), and _____ (“**Assignee**”). Each of Assignor and Assignee may be referred to in this Assignment individually as a “**Party**” and, collectively, as the “**Parties**”.

RECITALS

WHEREAS, Assignor and Assignee, and/or certain affiliates of Assignor and Assignee, are parties to that certain Asset Purchase Agreement dated as of _____ (the “**Purchase Agreement**”). Capitalized terms used but not defined herein have the respective meanings for such terms as defined in the Purchase Agreement; and

WHEREAS, pursuant to the Purchase Agreement, Assignor agreed to sell, assign, transfer, convey and deliver all rights and leasehold interests of Assignor in the leases of real property described in Exhibit A attached hereto (the “**Leases**”).

NOW, THEREFORE, in consideration of the foregoing premises, the mutual covenants and other agreements set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. Assignment. Assignor hereby sells, assigns, transfers and conveys unto Assignee and its successors and assigns all of Assignor’s right, title and interests in, to and under the Leases as of the Effective Time.

2. Assumption. By execution hereof, Assignee accepts assignment of, agrees to and hereby does assume the future payment and performance of the Leases, including Assignor’s obligations under the Leases that arise and are attributable to periods from and after the Effective Time, and agrees to be bound by all the terms, covenants and conditions of the Leases to be performed and observed under the Leases from and after the Effective Time. The Parties agree and acknowledge that Assignor shall have no obligations or liabilities under the Leases in respect of matters accruing from and after the Effective Time and that Assignee shall have no obligations or liabilities under the Leases in respect of matters arising or accruing prior to the Effective Time.

3. Irrevocable Assignment. Assignor’s assignment and Assignee’s assumption pursuant to this Assignment are made for good and valuable consideration, the receipt and sufficiency of which are acknowledged, and are coupled with an interest; therefore, the assignment and assumption contained herein are irrevocable.

4. Reference to the Purchase Agreement. The provisions of this Assignment are subject in all respects to the terms of the Purchase Agreement, and all of the representations, warranties, covenants and agreements contained therein shall survive the execution and delivery of this Assignment in accordance with the terms thereof. Nothing contained in this Assignment shall be deemed or construed to alter, modify, add to or waive any of the rights, obligations, terms, covenants, conditions, or other provisions contained in the Purchase Agreement.

5. Further Actions. Each Party will, at its own expense, execute, acknowledge and deliver or cause to be executed, acknowledged and delivered, all such further acts, deeds, assignments, transfers, conveyances, powers of attorney, assurances and such other action as such other Party may reasonably request to more effectively consummate the transactions contemplated by this Assignment.

6. Governing Law. This Assignment shall be governed by and construed in accordance with the applicable Laws of the State of Delaware without giving effect to any choice or conflicts of law provision or rule thereof that would result in the application of the applicable Laws of any other jurisdiction other than the applicable Laws of the United States of America, where applicable.

7. Counterparts. This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. The facsimile signature of any Party to this Assignment or a PDF copy of the signature of any Party delivered by electronic mail for purposes of execution or otherwise, is to be considered to have the same binding effect as the delivery of an original signature on an original contract.

8. Amendment; Waiver. No amendment of any provision of this Assignment shall be valid unless the same shall be in writing and signed by the Assignor and the Assignee. No waiver by any Party of any provision of this Assignment or any default or breach of covenant hereunder, whether intentional or not, shall be valid unless the same shall be in writing and signed by the Party against whom the waiver is to be effective nor shall such waiver be deemed to extend to any prior or subsequent default or breach of covenant hereunder or affect in any way any rights arising by virtue of any prior or subsequent such occurrence.

9. Binding Agreement. This Assignment shall be binding upon, and shall inure to the benefit of, the Parties hereto and their respective successors and assigns.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Assignor and the Assignee have caused this Assignment to be effective as of the Effective Time.

ASSIGNOR:

[_____]

By: _____

[_____]

[_____]

ASSIGNEE:

[_____]

By: _____

[_____]

[_____]

EXHIBIT A

Leases

1. [_____]

Exhibit B
Bill of Sale

See attached.

BILL OF SALE

THIS BILL OF SALE (this “**Bill of Sale**”) is made and entered into as of _____, by and among Frisbie Memorial Hospital, a New Hampshire nonprofit corporation (“**Frisbie Memorial**”), The Frisbie Foundation, a New Hampshire nonprofit corporation (“**Foundation**”), Granite State Lab, LLC, a New Hampshire limited liability company (“**Granite Lab**”), and Seacoast Business and Health Clinic, Inc., a New Hampshire corporation, d/b/a Seacoast Redicare (“**Seacoast Clinic**”) (each of Frisbie Memorial, Foundation, Granite Lab and Seacoast Clinic are referred to in this Bill of Sale collectively as “**Sellers**”), and FMH Health Services, LLC, a Delaware limited liability company (“**Buyer**”). Each of Sellers and Buyer may be referred to in this Bill of Sale individually as a “**Party**” and, collectively, as the “**Parties**”.

RECITALS

WHEREAS, Buyer and Sellers, and/or certain affiliates of Buyer and Sellers are parties to that certain Asset Purchase Agreement dated as of _____ (the “**Purchase Agreement**”). Capitalized terms used but not defined herein have the respective meanings for such terms as defined in the Purchase Agreement; and

WHEREAS, pursuant to the Purchase Agreement, Sellers agreed to sell, assign, transfer, convey and deliver to Buyer all of the Personal Property, and Buyer agreed to purchase all of the Personal Property of Sellers, upon the terms and conditions set forth therein.

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

1. Sale and Purchase. Effective as of the Effective Time, Sellers hereby sell, assign, transfer, convey, and deliver to Buyer all of Sellers’ right, title, and interest, free and clear of all Liabilities and Encumbrances, other than the Assumed Liabilities and Permitted Encumbrances, in and to all of the Personal Property. Notwithstanding anything to the contrary in this Bill of Sale, Sellers shall retain the Excluded Assets of Sellers and Excluded Liabilities of Sellers.

2. Reference to the Purchase Agreement. The provisions of this Bill of Sale are subject in all respects to the terms of the Purchase Agreement, and all of the representations, warranties, covenants and agreements contained therein shall survive the execution and delivery of this Bill of Sale in accordance with the terms thereof. Nothing contained in this Bill of Sale shall be deemed or construed to alter, modify, add to or waive any of the rights, obligations, terms, covenants, conditions, or other provisions contained in the Purchase Agreement.

3. Further Actions. Each Party will, at its own expense, execute, acknowledge and deliver or cause to be executed, acknowledged and delivered, all such further acts, deeds, assignments, transfers, conveyances, powers of attorney, assurances and such other action as such other Party may reasonably request to more effectively consummate the transactions contemplated by this Bill of Sale.

4. Governing Law. This Bill of Sale shall be governed by and construed in accordance with the applicable Laws of the State of Delaware without giving effect to any choice or conflicts of law provision or rule thereof that would result in the application of the applicable Laws of any other jurisdiction other than the applicable Laws of the United States of America, where applicable.

5. Counterparts. This Bill of Sale may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. The facsimile signature of any Party to this Bill of Sale or a PDF copy of the signature of any Party delivered by electronic mail for purposes of execution or otherwise, is to be considered to have the same binding effect as the delivery of an original signature on an original contract.

6. Amendment; Waiver. No amendment of any provision of this Bill of Sale shall be valid unless the same shall be in writing and signed by the Parties. No waiver by any Party of any provision of this Bill of Sale or any default or breach of covenant hereunder, whether intentional or not, shall be valid unless the same shall be in writing and signed by the Party against whom the waiver is to be effective nor shall such waiver be deemed to extend to any prior or subsequent default or breach of covenant hereunder or affect in any way any rights arising by virtue of any prior or subsequent such occurrence.

7. Binding Agreement. This Bill of Sale shall be binding upon, and shall inure to the benefit of, the Parties hereto and their respective successors and assigns.

[Remainder of this page is intentionally left blank. Signatures follow on next page.]

IN WITNESS WHEREOF, Buyer and Sellers have caused this Bill of Sale to be effective as of the Effective Time.

SELLERS:

Frisbie Memorial Hospital

By: _____
Name: _____
Title: _____

The Frisbie Foundation

By: _____
Name: _____
Title: _____

Granite State Lab, LLC

By: _____
Name: _____
Title: _____

**Seacoast Business and Health Clinic, Inc.,
d/b/a Seacoast Medicare**

By: _____
Name: _____
Title: _____

BUYER:

FMH Health Services, LLC

By: _____
Name: _____
Title: _____

Exhibit C
Assignment and Assumption Agreement

See attached.

ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (this “**Agreement**”) is made and entered into as of _____, by and among Frisbie Memorial Hospital, a New Hampshire nonprofit corporation (“**Frisbie Memorial**”), The Frisbie Foundation, a New Hampshire nonprofit corporation (“**Foundation**”), Granite State Lab, LLC, a New Hampshire limited liability company (“**Granite Lab**”) and Seacoast Business and Health Clinic, Inc., a New Hampshire corporation, d/b/a Seacoast Redicare (“**Seacoast Clinic**”) (each of Frisbie Memorial, Foundation, Granite Lab and Seacoast Clinic are referred to in this Agreement collectively as “**Assignors**”), and FMH Health Services, LLC, a Delaware limited liability company (“**Assignee**”). Each of Assignors and Assignee may be referred to in this Agreement individually as a “**Party**” and, collectively, as the “**Parties**”.

RECITALS

WHEREAS, Assignors and Assignee are parties to that certain Asset Purchase Agreement dated as of _____ (the “**Purchase Agreement**”). Capitalized terms used but not defined herein have the respective meanings for such terms as defined in the Purchase Agreement; and

WHEREAS, pursuant to the Purchase Agreement, Assignors agreed to sell, assign, transfer, convey and deliver all the rights and interests in the Assumed Contracts and any Purchased Assets not conveyed by any other Transaction Document to Assignee, and Assignee agreed to accept same and to assume the Assumed Liabilities.

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

1. Assignment and Assumption. Effective as of the Effective Time, Assignors hereby sell, assign, transfer, convey and deliver to Assignee all of Assignors’ right, title, and interest in and to all of the Assumed Contracts and any Purchased Assets not conveyed by any other Transaction Document. Assignee hereby assumes, other than the Excluded Liabilities described in Section 2.4 of the Purchase Agreement, all Assumed Liabilities.

2. Reference to the Purchase Agreement. The provisions of this Agreement are subject in all respects to the terms of the Purchase Agreement, and all of the representations, warranties, covenants and agreements contained therein shall survive the execution and delivery of this Agreement in accordance with the terms thereof. Nothing contained in this Agreement shall be deemed or construed to alter, modify, add to or waive any of the rights, obligations, terms, covenants, conditions, or other provisions contained in the Purchase Agreement.

3. Further Actions. Each Party will, at its own expense, execute, acknowledge and deliver or cause to be done, executed, acknowledged and delivered, all such further acts, deeds, assignments, transfers, conveyances, powers of attorney, assurances and such other action as such other Party may reasonably request to more effectively consummate the transactions contemplated by this Agreement.

4. Governing Law. This Agreement shall be governed by and construed in accordance with the applicable Laws of the State of Delaware without giving effect to any choice or conflicts of law provision or rule thereof that would result in the application of the applicable Laws of any other jurisdiction other than the applicable Laws of the United States of America, where applicable.

5. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. The facsimile signature of any Party to this Agreement or a PDF copy of the signature of any Party delivered by electronic mail for purposes of execution or otherwise, is to be considered to have the same binding effect as the delivery of an original signature on an original contract.

6. Amendment; Waiver. No amendment of any provision of this Agreement shall be valid unless the same shall be in writing and signed by the Parties. No waiver by any Party of any provision of this Agreement or any default or breach of covenant hereunder, whether intentional or not, shall be valid unless the same shall be in writing and signed by the Party against whom the waiver is to be effective nor shall such waiver be deemed to extend to any prior or subsequent default or breach of covenant hereunder or affect in any way any rights arising by virtue of any prior or subsequent such occurrence.

7. Binding Agreement. This Agreement shall be binding upon, and shall inure to the benefit of, the Parties hereto and their respective successors and assigns.

[Remainder of this page is intentionally left blank. Signatures follow on next page.]

IN WITNESS WHEREOF, Assignors and Assignee have caused this Assignment and Assumption Agreement to be effective as of the Effective Time.

ASSIGNORS:

Frisbie Memorial Hospital

By: _____

Name: _____

Title: _____

The Frisbie Foundation

By: _____

Name: _____

Title: _____

Granite State Lab, LLC

By: _____

Name: _____

Title: _____

**Seacoast Business and Health Clinic, Inc.,
d/b/a Seacoast Medicare**

By: _____

Name: _____

Title: _____

ASSIGNEE:

FMH Health Services, LLC

By: _____
Name: _____
Title: _____

Exhibit D
Power of Attorney

See attached.

TEMPORARY LIMITED POWER OF ATTORNEY
FOR USE OF DEA AND OTHER REGISTRATION NUMBERS,
AND DEA ORDER FORMS

Pursuant to that certain Asset Purchase Agreement dated as of _____ (the “**Purchase Agreement**”) by and among Frisbie Memorial Hospital, a New Hampshire nonprofit corporation (“**Frisbie Memorial**”), The Frisbie Foundation, a New Hampshire nonprofit corporation (“**Foundation**”), Granite State Lab, LLC, a New Hampshire limited liability company (“**Granite Lab**”) and Seacoast Business and Health Clinic, Inc., a New Hampshire corporation, d/b/a Seacoast Redicare (“**Seacoast Clinic**”) (each of Frisbie Memorial, Foundation, Granite Lab and Seacoast Clinic are referred to herein collectively as “**Sellers**”) and FMH Health Services, LLC, a Delaware limited liability company (“**Buyer**”), Sellers agreed to sell to Buyer, and Buyer agreed to purchase from Sellers, as of the Effective Time, the Purchased Assets as defined under the Purchase Agreement. Capitalized terms used in this Temporary Limited Power of Attorney but not otherwise defined herein shall have the meanings ascribed to such terms in the Purchase Agreement.

In connection with the operation of the Business prior to the Effective Time, Frisbie Memorial (hereinafter referred to a “**Registrant**”) obtained and has to date maintained licensure with the New Hampshire Board of Pharmacy (the “**Board**”) and registration with the United States Drug Enforcement Agency (the “**DEA**”), all as set forth in **Exhibit A** (the “**Pharmacy Registrations**”).

In connection with the sale transaction contemplated under the Purchase Agreement, Buyer will file new applications with the DEA and the Board for registration under the Controlled Substance Act of 1970 and under the Board’s regulations, but the applications will not be processed prior to the Effective Time.

In order to enable Buyer to continue to make available pharmacy services, including controlled substances, to patients of Buyer and to operate the existing pharmacies during the interim period between the Effective Time and approval of Buyer’s new pharmacy license applications and DEA applications (the “**Applications**”), it is necessary for Registrant to grant to Buyer a Temporary Limited Power of Attorney to use the Pharmacy Registrations during the interim period.

Registrant desires to grant to Buyer and Buyer desires to accept from Registrant such Temporary Limited Power of Attorney upon the terms and conditions described herein.

In consideration of the mutual covenants and agreements herein set forth, Buyer and Registrant do hereby covenant and agree as follows:

1. Temporary Limited Power of Attorney. In recognition of the need to continue to make available pharmacy services, including controlled substances, for treatment of Buyer’s patients and to continue to operate the existing pharmacies during the period from the Effective Time until approval of the Applications, Registrant hereby makes, constitutes and appoints Buyer as its full and lawful attorney in fact solely and exclusively for the limited purpose of and with power to use the Pharmacy Registrations for purposes of ordering, storing, handling and dispensing drugs and taking all other actions reasonably necessary for operation of Buyer’s pharmacies in the normal course of operations and in a manner consistent with operations prior to the Effective Time. Registrant further grants this limited power of attorney to Buyer to act, effective as of the Effective Time, as the true and lawful agent and attorney-in-fact of Registrant, and to act in the name, place, and stead of Registrant, to execute applications for books of official order forms and to sign such order forms in requisition for Schedules I, II, III, IV and V controlled substances, but only in accordance with the applicable DEA registration and in accordance with Section 308 of the Controlled Substances Act (21 U.S.C. § 828) and part 1305 of Title 21 of the Code of

Federal Regulations, as is necessary for the treatment of Buyer's patients.

2. Term. The rights, powers and authority granted to Buyer hereunder as attorney in fact for Registrant shall become effective upon the Effective Time and shall continue in effect until the earlier of the following events: (a) Buyer receives all notices of the DEA's and the Board's approvals of its Applications and completes an inventory of all controlled substances then in its possession (the "Notices"); or (b) expiration of one hundred and eighty (180) days following the Effective Time. Notwithstanding the foregoing, in the event Buyer's efforts to obtain new pharmacy licenses and DEA registrations are delayed, Registrant agrees to grant a reasonable extension of the term for a period of time deemed reasonable by Registrant and Buyer which will cover the period until Buyer receives the Notices.

3. Liability and Indemnification. In accordance with the requirements of the DEA and the Board, Registrant acknowledges that Registrant remains liable for actions taken by Buyer during the period this Temporary Limited Power of Attorney is in effect. Notwithstanding the foregoing and in accordance with the terms of Article 10 of the Purchase Agreement, Buyer agrees to indemnify and hold harmless Registrant against any and all Losses arising from or relating to Buyer's use of the Pharmacy Registrations or any other actions taken pursuant to this Temporary Limited Power of Attorney by Buyer or its Representatives after the Effective Time.

4. Entire Agreement; Amendment Governing Laws; Headings; Severability. This Temporary Limited Power of Attorney constitutes the entire agreement of the parties with respect to use of the Pharmacy Registrations. Any alteration or modification of the provisions of this Temporary Limited Power of Attorney shall not be effective unless reduced to writing or executed by the parties. This Temporary Limited Power of Attorney is governed by and shall be construed under the laws of the State of Delaware. Paragraph headings are for convenience of reference only and shall not be used in the interpretation of this Temporary Limited Power of Attorney. The terms and provisions of this Temporary Limited Power of Attorney are severable, and should any clause or provision hereof be unenforceable or be declared invalid for any reason whatsoever, this Temporary Limited Power of Attorney shall be construed and read as if such invalid or unenforceable clause or provision were omitted.

[Signature page follows]

IN WITNESS WHEREOF, Registrant and Buyer have executed this Temporary Limited Power of Attorney for use of Pharmacy Registrations in multiple counterparts, each of which shall be considered an original, effective as of the Effective Time.

BUYER

FMH Health Services, LLC

By: _____

Name: _____

Title: _____

REGISTRANT

Frisbie Memorial Hospital

By: _____
[]
[]

WITNESSES

1. _____
Name: _____

2. _____
Name: _____

EXHIBIT A**Pharmacy Registrations & Locations**

Pharmacy Name	Issuing Agency	License	Licensee	License No.	Expiration Date
Frisbie Memorial Hospital	United States Department of Justice Drug Enforcement Administration	Controlled Substance Registration Certificate	Frisbie Memorial Hospital	AF0443349	09/30/2022
Frisbie Memorial Hospital d/b/a Frisbie Memorial Hospital Pharmacy Dept.	New Hampshire State Board of Pharmacy	Pharmacy Permit	Frisbie Memorial Hospital d/b/a Frisbie Memorial Hospital Pharmacy Dept	0229	12/31/2019
Frisbie Memorial Hospital	New Hampshire State Board of Pharmacy	Prescription Drug / Device Manufacturer / Wholesaler / Distributor Permit	Frisbie Memorial Hospital	6345	06/30/2020

Exhibit E
Escrow Agreement

See attached.

ESCROW AGREEMENT

THIS ESCROW AGREEMENT (this “Agreement”) is entered into as of _____, 2019 (the “Effective Date”), by and among FMH Health Services, LLC, a Delaware limited liability company (“Buyer”), The Frisbie Foundation, a New Hampshire nonprofit corporation (“Seller Representative”) (Buyer and Seller Representative are sometimes referred to individually as “Party” and collectively as the “Parties”), and JPMorgan Chase Bank, N.A. (“Escrow Agent”).

WHEREAS, on _____, 2019, the Parties and certain of their Affiliates entered into that certain Asset Purchase Agreement (the “Purchase Agreement”); and

WHEREAS, in accordance with the terms of the Purchase Agreement, the Parties have agreed to deposit in escrow certain funds for the purposes set forth in the Purchase Agreement, and wish to deposit the Escrow Deposit (as defined below) subject to the terms and conditions set forth herein.

1. **Appointment.** The Parties hereby appoint Escrow Agent as their escrow agent for the purposes set forth herein, and Escrow Agent hereby accepts such appointment under the terms and conditions set forth herein.

2. **Deposit of Funds.** On the Effective Date, Buyer agrees to deposit with Escrow Agent the sum of \$8,000,000 (the “Escrow Deposit”) to one or more demand deposit accounts established at Escrow Agent (collectively, the “Escrow Account”) and Escrow Agent shall hold the Escrow Deposit in the Escrow Account and shall invest and reinvest the Escrow Deposit and the proceeds thereof (the “Escrow Fund”) as set forth in Section 3(a) of this Agreement.

3. **Investment.**

(a) During the term of this Agreement, the Escrow Funds shall be invested in a Money Market Deposit Account (“MMDA”) at Escrow Agent, or a successor investment offered by Escrow Agent. MMDA accounts have rates of compensation that may vary from time to time as determined by Escrow Agent. No other investment of the Escrow Funds will be permitted during the term of this Agreement.

(b) Escrow Agent will not provide supervision, recommendations or advice relating to either the investment of moneys held in the Escrow Funds or the purchase, sale, retention or other disposition of any investment described herein, and each Party acknowledges that it was not offered any investment, tax or accounting advice or recommendation by Escrow Agent with regard to any investment and has made an independent assessment of the suitability and appropriateness of any investment selected hereunder for purposes of this Agreement. Escrow Agent shall not have any liability for any loss sustained as a result of any investment made pursuant to the terms of this Agreement or as a result of any liquidation of any investment prior to its maturity or for the failure of an Authorized Representative of Buyer to give Escrow Agent instructions to invest or reinvest the Escrow Funds. Escrow Agent shall have the right to liquidate any investments held in order to provide funds necessary to make required payments under this Agreement.

(c) All interest or other income earned under this Agreement shall be allocated to Seller Representative and reported, by Escrow Agent to the IRS, or any other taxing authority, on IRS Form 1099 or 1042S (or other appropriate form) as income earned from the Escrow Deposit by Seller Representative whether or not said income has been distributed during such year. Escrow Agent shall withhold any taxes it deems appropriate in the absence of proper tax documentation or as required by law, and shall remit such taxes to the appropriate authorities. The Parties hereby represent to Escrow Agent that no other tax withholding or information reporting of any kind is required by Escrow Agent.

4. **Release of Escrow Funds.**

(a) Escrow Agent shall release the Escrow Funds in accordance with joint written instructions received from an Authorized Representative of Buyer and Seller Representative in substantially the form attached hereto as Exhibit A-1.

(b) From time to time during the term of this Agreement, (i) if an indemnification claim is resolved pursuant to the Purchase Agreement, or (ii) if Seller Representative or its Affiliates incur payment obligations pursuant to and in accordance with Section 2.8 and/or Section 2.13 of the Purchase Agreement, and either (i) or (ii)

become payable under the terms of the Purchase Agreement, an Authorized Representative of Buyer and Seller Representative shall deliver a joint written direction, in substantially the form attached hereto as Exhibit A-1, to Escrow Agent. Upon receipt of such joint written instruction, Escrow Agent shall release, no later than two (2) Business Days thereafter, the appropriate portion of the Escrow Funds that Buyer or Buyer Indemnified Parties are entitled to be paid to an account designated by Buyer.

(c) Within ten (10) Business Days after the second anniversary of the Effective Date, an Authorized Representative of Buyer and Seller Representative shall deliver a joint written direction, in substantially the form attached hereto as Exhibit A-1, to Escrow Agent, instructing Escrow Agent to release to Seller Representative or its designee (i) any funds remaining in the Escrow Account as of such date (if any) minus (ii) the aggregate amount of all unresolved (or resolved but unpaid) indemnification claims under Article 10 of the Purchase Agreement asserted by the Buyer Indemnified Parties as of such date. Upon receipt of such joint written instruction, Escrow Agent shall release, no later than two (2) Business Days thereafter, the appropriate portion of the Escrow Funds that Seller Representative or its designee is entitled to be paid to an account designated by Seller Representative.

(d) Escrow Agent shall be entitled to conclusively presume that the delivery of any joint written direction by the Buyer and Seller Representative under this Section 4(b) and (c) and the information set forth therein complies with the terms of the Purchase Agreement.

5. Disposition and Termination.

(a) Notwithstanding anything to the contrary set forth in Section 10, any instructions setting forth, claiming, containing, objecting to, or in any way related to the transfer or distribution of the Escrow Funds, must be in writing and executed by the appropriate Party or Parties as evidenced by the signatures of the person or persons signing this Agreement or one of the designated persons as set forth on the Designation of Authorized Representatives attached hereto as Schedule 1-A and 1-B (each an “Authorized Representative”), and delivered to Escrow Agent only by confirmed facsimile or as a Portable Document Format (“PDF”) attached to an email only at the fax number or email address set forth in Section 10 below. Each Designation of Authorized Representatives shall be signed by a Secretary, any Assistant Secretary or other duly authorized person of the named Party. No instruction for or related to the transfer or distribution of the Escrow Funds shall be deemed delivered and effective unless Escrow Agent actually shall have received it by facsimile or as a PDF attached to an email only at the fax number or email address set forth in Section 10 and in the case of a facsimile, as evidenced by a confirmed transmittal to the Party’s or Parties’ transmitting fax number. Escrow Agent shall not be liable to any Party or other person for refraining from acting upon any instruction for or related to the transfer or distribution of the Escrow Funds if delivered to any other fax number or email address, including but not limited to a valid email address of any employee of Escrow Agent. Notwithstanding anything to the contrary, the Parties acknowledge and agree that Escrow Agent (i) shall have no obligation to take any action in connection with this Agreement on a non-Business Day and any action Escrow Agent may otherwise be required to perform on a non-Business Day may be performed by Escrow Agent on the following Business Day and (ii) may not transfer or distribute the Escrow Funds until Escrow Agent has completed its security procedures.

(b) Each Party authorizes Escrow Agent to use the funds transfer instructions (“Initial Standing Instructions”) specified for it below to disburse any funds due to such Party, without a verifying call-back or email confirmation as set forth below:

Buyer:		Seller Representative:	
Bank Name:		Bank Name:	
Bank Address:		Bank Address:	
ABA number:		ABA number:	
Credit A/C Name:		Credit A/C Name:	
Credit A/C #		Credit A/C #	
If Applicable:		If Applicable:	
FFC A/C Name:		FFC A/C Name:	
FFC A/C #:		FFC A/C #:	
FFC A/C Address:		FFC A/C Address:	

(c) In the event any funds transfer instructions other than the Initial Standing Instructions are set forth in a permitted instruction from a Party or the Parties in accordance with this Agreement (any such additional funds transfer instructions, “Additional Standing Instructions” and, together with the Initial Standing Instructions, the “Standing Instructions”), Escrow Agent will confirm such Additional Standing Instructions by a telephone call-back

or email confirmation to an Authorized Representative of such Party or Parties, and Escrow Agent may rely and act upon the confirmation of anyone purporting to be that Authorized Representative. No funds will be disbursed until such confirmation occurs. Each Party agrees that after such confirmation, Escrow Agent may continue to rely solely upon such Additional Standing Instructions and all identifying information set forth therein for such beneficiary without an additional telephone call-back or email confirmation. Further, it is understood and agreed that if multiple disbursements are provided for under this Agreement pursuant to any Standing Instructions, only the date, amount and/or description of payments may change without requiring a telephone call-back or email confirmation.

(d) The persons designated as Authorized Representatives and telephone numbers for same may be changed only in a writing executed by an Authorized Representative or other duly authorized person of the applicable Party setting forth such changes and actually received by Escrow Agent via facsimile or as a PDF attached to an email. Escrow Agent will confirm any such change in Authorized Representatives by a telephone call-back or email confirmation to an Authorized Representative and Escrow Agent may rely and act upon the confirmation of anyone purporting to be that Authorized Representative.

(e) Escrow Agent, any intermediary bank and the beneficiary's bank in any funds transfer may rely upon the identifying number of the beneficiary's bank or any intermediary bank included in a funds transfer instruction provided by a Party or the Parties and, if applicable, confirmed in accordance with this Agreement. Further, the beneficiary's bank in the funds transfer instructions may make payment on the basis of the account number provided in such Party's or the Parties' instruction and confirmed, if applicable, in accordance with this Agreement even though it identifies a person different from the named beneficiary.

(f) As used in this Section 5, "Business Day" shall mean any day other than a Saturday, Sunday or any other day on which Escrow Agent located at the notice address set forth below is authorized or required by law or executive order to remain closed. The Parties acknowledge that the security procedures set forth in this Section 5 are commercially reasonable. Upon delivery of the Escrow Funds in full by Escrow Agent pursuant to this Section 5, this Agreement shall terminate, and all the related account(s) shall be closed, subject to the provisions of Section 8 and 9.

(g) Notwithstanding anything to the contrary contained in this Agreement, in the event that an electronic signature is affixed to an instruction issued hereunder to disburse or transfer funds, such instruction shall be confirmed by a verifying call-back (or email confirmation) to an Authorized Representative.

6. **Escrow Agent.** Escrow Agent shall have only those duties as are specifically and expressly provided herein, which shall be deemed purely ministerial in nature, and no other duties, including but not limited to any fiduciary duty, shall be implied. Escrow Agent has no knowledge of, nor any obligation to comply with, the terms and conditions of any other agreement between the Parties, nor shall Escrow Agent be required to determine if any Party has complied with any other agreement. Notwithstanding the terms of any other agreement between the Parties, the terms and conditions of this Agreement shall control the actions of Escrow Agent. Escrow Agent may conclusively rely upon any written notice, document, instruction or request delivered by the Parties believed by it to be genuine and to have been signed by an Authorized Representative(s), as applicable, without inquiry and without requiring substantiating evidence of any kind and Escrow Agent shall be under no duty to inquire into or investigate the validity, accuracy or content of any such document, notice, instruction or request. Any notice, document, instruction or request delivered by a Party but not required under this Agreement may be disregarded by Escrow Agent. Escrow Agent shall not be liable for any action taken, suffered or omitted to be taken by it in good faith except to the extent that Escrow Agent's gross negligence or willful misconduct was the cause of any direct loss to either Party. Escrow Agent may execute any of its powers and perform any of its duties hereunder directly or through affiliates or agents. In the event Escrow Agent shall be uncertain, or believes there is some ambiguity, as to its duties or rights hereunder or receives instructions, claims or demands from any Party hereto which in Escrow Agent's judgment conflict with the provisions of this Agreement, or if Escrow Agent receives conflicting instructions from the Parties, Escrow Agent shall be entitled either to: (a) refrain from taking any action until it shall be given (i) a joint written direction executed by Authorized Representatives of the Parties which eliminates such ambiguity or conflict or (ii) a court order issued by a court of competent jurisdiction (it being understood that Escrow Agent shall be entitled conclusively to rely and act upon any such court order and shall have no obligation to determine whether any such court order is final); or (b) file an action in interpleader. Escrow Agent shall have no duty to solicit any payments which may be due it or the Escrow Funds, including, without limitation, the Escrow Deposit nor shall Escrow Agent have any duty or obligation to confirm or verify the accuracy or correctness of any amounts deposited with it hereunder. The Parties grant to Escrow Agent a lien and security interest in the Escrow Funds in order to secure any indemnification obligations of the Parties or obligation for fees or expenses owed to Escrow Agent hereunder. Anything in this Agreement to the contrary notwithstanding, in no event shall Escrow

Agent be liable for special, incidental, punitive, indirect or consequential loss or damage of any kind whatsoever (including but not limited to lost profits), even if Escrow Agent has been advised of the likelihood of such loss or damage and regardless of the form of action.

7. **Succession.** Escrow Agent may resign and be discharged from its duties or obligations hereunder by giving no less than thirty (30) days advance notice in writing of such resignation to the Parties or may be removed, with or without cause, upon mutual written agreement of Buyer and Seller Representative at any time after giving not less than thirty (30) days advance joint written notice to Escrow Agent. Escrow Agent's sole responsibility after such thirty (30) day notice period expires shall be to hold the Escrow Funds (without any obligation to reinvest the same) and to deliver the same to a designated substitute escrow agent, if any, appointed by the Parties, or such other person designated by the Parties, or in accordance with the directions of a final court order, at which time of delivery, Escrow Agent's obligations hereunder shall cease and terminate. If prior to the effective resignation or removal date, the Parties have failed to appoint a successor escrow agent, or to instruct Escrow Agent to deliver the Escrow Funds to another person as provided above, or if such delivery is contrary to applicable law, at any time on or after the effective resignation date, Escrow Agent may either (a) interplead the Escrow Funds with a court located in the State of Delaware and the costs, expenses and reasonable attorney's fees which are incurred in connection with such proceeding may be charged against and withdrawn from the Escrow Funds; or (b) appoint a successor escrow agent of its own choice. Any appointment of a successor escrow agent shall be binding upon the Parties and no appointed successor escrow agent shall be deemed to be an agent of Escrow Agent. Escrow Agent shall deliver the Escrow Funds to any appointed successor escrow agent, at which time Escrow Agent's obligations under this Agreement shall cease and terminate. Any entity into which Escrow Agent may be merged or converted or with which it may be consolidated, or any entity to which all or substantially all the escrow business may be transferred, shall be Escrow Agent under this Agreement without further act.

8. **Compensation; Acknowledgment.**

(a) Buyer and Seller Representative shall each be severally responsible for payment of fifty percent (50%) of the fees owed to Escrow Agent upon execution of this Agreement, if any, and from time to time thereafter reasonable compensation for the services to be rendered hereunder, if any, which unless otherwise agreed in writing, shall be as described in Schedule 2.

(b) Each of the Parties further agrees to the disclosures and agreements set forth in Schedule 2.

9. **Indemnification and Reimbursement.** The Parties agree jointly and severally to indemnify, defend, hold harmless, pay or reimburse Escrow Agent and its affiliates and their respective successors, assigns, directors, agents and employees (the "Indemnitees") from and against any and all losses, damages, claims, liabilities, costs or expenses (including attorney's fees) (collectively "Losses"), resulting directly or indirectly from (a) Escrow Agent's performance of this Agreement, except to the extent that such Losses are determined by a court of competent jurisdiction to have been caused by the gross negligence, willful misconduct, or bad faith of such Indemnitee; and (b) Escrow Agent's following, accepting or acting upon any instructions or directions, whether joint or singular, from the Parties received in accordance with this Agreement. The Parties hereby grant Escrow Agent a right of set-off against the Escrow Funds for the payment of any non-appealable amounts finally awarded to Escrow Agent by a court of competent jurisdiction with respect to a claim for indemnification, fees, expenses and amounts due to Escrow Agent or an Indemnitee. The obligations set forth in this Section 9 shall survive the resignation, replacement or removal of Escrow Agent or the termination of this Agreement.

10. **Notices.** Except as otherwise provided in Section 5, all communications hereunder shall be in writing or set forth in a PDF attached to an email, and shall be delivered by facsimile, email or overnight courier only to the appropriate fax number, email address, or notice address set forth for each party as follows:

If to Buyer:	c/o HCA Healthcare, Inc. One Park Plaza, Bldg. 1 Nashville, TN 37203 Attention: Senior Vice President and Chief Development Officer Tel No.: Fax No.: (615) 344-2824 Email Address: joe.sowell@hcahealthcare.com
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Account statements and billing:	Same address as above for Buyer
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With copies to: HCA Healthcare, Inc.
One Park Plaza, Bldg. 1
Nashville, TN 37203
Attention: General Counsel

If to Seller Representative: (street address)
(City, state [*country*], zip [*postal code*])
Attention:
Tel No.:
Fax No.:
Email Address:

Account statements
and billing: [\[Insert address if different from above\]](#)

With copies to: (street address)
(City, state [*country*], zip [*postal code*])
Attention:
Tel No.:
Fax No.:
Email Address:

If to Escrow Agent: JPMorgan Chase Bank, N.A.
Escrow Services
4 New York Plaza, 11th Floor
New York, NY 10004
Attention: Andrew Fu/Brendan Mahlan
Fax No.: 212.552.2812
Email Address:
ec.escrow@jpmorgan.com

11. **Compliance with Directives.** In the event that a legal garnishment, attachment, levy, restraining notice, court order or other governmental order (a “Directive”) is served with respect to any of the Escrow Funds, or the delivery thereof shall be stayed or enjoined by a Directive, Escrow Agent is hereby expressly authorized, in its sole discretion, to obey and comply with all such Directives so entered or issued, and in the event that Escrow Agent obeys or complies with any such Directive it shall not be liable to any of the Parties hereto or to any other person by reason of such compliance notwithstanding such Directive be subsequently reversed, modified, annulled, set aside or vacated.

12. **Miscellaneous.**

(a) The provisions of this Agreement may be waived, altered, amended or supplemented only by a writing signed by Escrow Agent and the Parties. Neither this Agreement nor any right or interest hereunder may be assigned by any Party without the prior consent of Escrow Agent and the other Party and any assignment in violation of this Agreement shall be ineffective and void. This Agreement shall be governed by and construed under the laws of the State of Delaware. Each Party and Escrow Agent irrevocably waives any objection on the grounds of venue, forum non-conveniens or any similar grounds and irrevocably consents to service of process by mail or in any other manner permitted by applicable law and consents to the jurisdiction of the courts located in the State of Delaware. To the extent that in any jurisdiction either Party may now or hereafter be entitled to claim for itself or its assets, immunity from suit, execution, attachment (before or after judgment) or other legal process or immunity from liability, such Party shall not claim, and hereby irrevocably waives, such immunity. Escrow Agent and the Parties further hereby waive any right to a trial by jury with respect to any lawsuit or judicial proceeding arising or relating to this Agreement.

(b) No party to this Agreement is liable to any other party for losses due to, or if it is unable to perform its obligations under the terms of this Agreement because of, acts of God, fire, war, terrorism, floods, strikes, electrical outages, equipment or transmission failure, or other causes reasonably beyond its control. This Agreement and any joint instructions from the Parties may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument or instruction, as applicable. This Agreement may be executed and transmitted by facsimile or as a PDF attached to an email and each such execution shall be of the same legal effect, validity and enforceability as a manually executed original, wet-inked signature. All signatures of the parties to this Agreement may be transmitted by facsimile or as a PDF attached to an email, and such facsimile or PDF will, for all purposes, be deemed to be the original signature of such party whose signature it reproduces, and will be binding upon such party. If any provision of this Agreement is determined to be prohibited or unenforceable by reason of any applicable law of a jurisdiction, then such provision shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions thereof, and any such prohibition or unenforceability in such jurisdiction shall not invalidate or render unenforceable such provisions in any other jurisdiction. The Parties each represent, warrant and covenant that (i) each document, notice, instruction or request provided by such Party to Escrow Agent shall comply with applicable laws and regulations; (ii) such Party has full power and authority to enter into this Agreement and to perform all of the duties and obligations to be performed by it hereunder; and (iii) the person(s) executing this Agreement on such Party's behalf and certifying Authorized Representatives in the applicable Schedule 1 has been duly and properly authorized to do so, and each Authorized Representative of such Party has been duly and properly authorized to take actions specified for such person in the applicable Schedule 1. Except as expressly provided in Section 9 above, nothing in this Agreement, whether express or implied, shall be construed to give to any person or entity other than Escrow Agent and the Parties any legal or equitable right, remedy, interest or claim under or in respect of the Escrow Funds or this Agreement.

[The remainder of this page is left intentionally blank; signature page to follow.]

IN WITNESS WHEREOF, the Parties and Escrow Agent have executed this Agreement as of the date set forth above.

FMH HEALTH SERVICES, LLC
As Buyer

By: _____
Name: _____
Title: _____

JPMORGAN CHASE BANK, N.A.,
As Escrow Agent

By: _____
Name: _____
Title: _____

THE FRISBIE FOUNDATION
As Seller Representative

By: _____
Name: _____
Title: _____

EXHIBIT A-1

Form of Escrow Release Notice – Joint Instructions

JPMorgan Chase Bank, N.A., Escrow Services
4 New York Plaza, 11th Floor
Fax No.: 212.552.2812
Email Address: ec.escrow@jpmorgan.com
Attn: Andrew Fu/Brendan Mahlan

Date:

**Re: FMH Health Services, LLC and The Frisbie Foundation – Escrow Agreement dated []
Escrow Account no. []**

Dear Sir/Madam:

We refer to an escrow agreement dated [] by and among FMH Health Services, LLC, a Delaware limited liability company (“Buyer”), The Frisbie Foundation, a New Hampshire nonprofit corporation (“Seller Representative”), and JPMorgan Chase Bank, N.A., as Escrow Agent (the “Escrow Agreement”).

Capitalized terms in this letter that are not otherwise defined shall have the same meaning given to them in the Escrow Agreement.

Pursuant to Section [] of the Escrow Agreement, the Parties instruct the Escrow Agent to release the Escrow Funds, or the portion specified below, to the specified party as instructed below.

Amount
(In writing)
Beneficiary
City
Country

US Instructions:

Bank
Bank address
ABA Number:
Credit A/C Name:
Credit A/C #:
Credit A/C Address:
If Applicable:
 FFC A/C Name:
 FFC A/C #:
 FFC A/C Address:

International Instructions:

Bank Name:
Bank Address
SWIFT Code:
US Pay Through ABA:
Credit A/C Name:
Credit A/C # (IBAN #):
Credit A/C Address:
If Applicable:
 FFC A/C Name:
 FFC A/C # (IBAN #):
 FFC A/C Address:

BUYER:

Name:

Date:

Title:

SELLER REPRESENTATIVE:

Name:

Date:

Title:

Schedule 1-A

FMH Health Services, LLC

DESIGNATION OF AUTHORIZED REPRESENTATIVES

The undersigned, _____, being the duly elected, qualified and acting _____ of FMH Health Services, LLC (“Buyer”), does hereby certify:

1. That each of the following representatives is at the date hereof an Authorized Representative, as such term is defined in the Escrow Agreement, dated _____, 2019, by and among Buyer, Seller Representative and Escrow Agent (the “Escrow Agreement”), that the signature appearing opposite each Authorized Representative’s name is the true and genuine signature of such Authorized Representative, and that each Authorized Representative’s contact information is current and up-to-date at the date hereof. Each of the Authorized Representatives is authorized to issue instructions, confirm funds transfer instructions by callback or email confirmation and effect changes in Authorized Representatives, all in accordance with the terms of the Escrow Agreement. Callbacks or emails confirming an instruction shall be made to an Authorized Representative other than the Authorized Representative who issued the instruction unless (a) only a single Authorized Representative is designated below, or (b) the information set forth below changes and is not updated by Buyer such that only the Authorized Representative who issued the instruction is available to receive a callback or email confirmation. Buyer acknowledges that pursuant to this Schedule, Escrow Agent is offering an option for callback or email confirmation to a different Authorized Representative, and if Buyer nevertheless names only a single Authorized Representative or fails to update Authorized Representative information, Buyer agrees to be bound by any instruction, whether or not authorized, confirmed by callback or email confirmation to the issuer of the instruction.

NAME	SIGNATURE	TELEPHONE, CELL NUMBER and EMAIL ADDRESS
_____	_____	(ph) _____ (cell) _____ (email) _____
_____	_____	(ph) _____ (cell) _____ (email) _____
_____	_____	(ph) _____ (cell) _____ (email) _____

2. Email confirmation is only permitted to a corporate email address for purposes of this Schedule. Any personal email addresses provided will not be used for email confirmation.
3. This Schedule may be signed in counterparts and the undersigned certifies that any signature set forth on an attachment to this Schedule is the true and genuine signature of an Authorized Representative and that each such Authorized Representative’s contact information is current and up-to-date at the date hereof.
4. That pursuant to Buyer’s governing documents, as amended, the undersigned has the power and authority to execute this Designation on behalf of Buyer, and that the undersigned has so executed this Designation this ____ day of _____, 2019.

Signature: _____

Name: _____

Title: _____

FOR YOUR SECURITY, PLEASE CROSS OUT ALL UNUSED SIGNATURE LINES ON THIS SCHEDULE 1-A

All instructions, including but not limited to funds transfer instructions, whether transmitted by facsimile or set forth in a PDF attached to an email, must include the signature (or electronic signature subject to the conditions set forth in the Escrow Agreement) of the Authorized Representative authorizing said funds transfer on behalf of such Party.

Schedule 1-B

The Frisbie Foundation

DESIGNATION OF AUTHORIZED REPRESENTATIVES

The undersigned, being the duly elected, qualified and acting _____ of The Frisbie Foundation, a New Hampshire nonprofit corporation (“Seller Representative”), does hereby certify:

1. That each of the following representatives is at the date hereof an Authorized Representative, as such term is defined in the Escrow Agreement, dated _____, 2019, by and among Buyer, Seller Representative and Escrow Agent (the “Escrow Agreement”), that the signature appearing opposite each Authorized Representative’s name is the true and genuine signature of such Authorized Representative, and that each Authorized Representative’s contact information is current and up-to-date at the date hereof. Each of the Authorized Representatives is authorized to issue instructions, confirm funds transfer instructions by callback or email confirmation and effect changes in Authorized Representatives, all in accordance with the terms of the Escrow Agreement. Callbacks or emails confirming an instruction shall be made to an Authorized Representative other than the Authorized Representative who issued the instruction unless (a) only a single Authorized Representative is designated below, or (b) the information set forth below changes and is not updated by Seller Representative such that only the Authorized Representative who issued the instruction is available to receive a callback or email confirmation. Seller Representative acknowledges that pursuant to this Schedule, Escrow Agent is offering an option for callback or email confirmation to a different Authorized Representative, and if Seller Representative nevertheless names only a single Authorized Representative or fails to update Authorized Representative information, Seller Representative agree to be bound by any instruction, whether or not authorized, confirmed by callback or email confirmation to the issuer of the instruction.

NAME	SIGNATURE	TELEPHONE, CELL NUMBER and EMAIL ADDRESS
_____	_____	(ph) _____ (cell) _____ (email) _____
_____	_____	(ph) _____ (cell) _____ (email) _____
_____	_____	(ph) _____ (cell) _____ (email) _____

2. Email confirmation is only permitted to a corporate email address for purposes of this Schedule. Any personal email addresses provided will not be used for email confirmation.
3. This Schedule may be signed in counterparts and the undersigned certifies that any signature set forth on an attachment to this Schedule is the true and genuine signature of an Authorized Representative and that each such Authorized Representative’s contact information is current and up-to-date at the date hereof.
4. That pursuant to Seller Representative’s governing documents, as amended, the undersigned has the power and authority to execute this Designation on behalf of Seller Representative, and that the undersigned has so executed this Designation this ____ day of _____, 2019.

Signature: _____

Name: _____

Title: _____

FOR YOUR SECURITY, PLEASE CROSS OUT ALL UNUSED SIGNATURE LINES ON THIS SCHEDULE 1-B

All instructions, including but not limited to funds transfer instructions, whether transmitted by facsimile or set forth in a PDF attached to an email, must include the signature (or electronic signature subject to the conditions set forth in the Escrow Agreement) of the Authorized Representative authorizing said funds transfer on behalf of such Party.

SCHEDULE 2

J.P.Morgan

Schedule of Fees and Disclosures for Escrow Agent Services

Account Acceptance Fee\$waived

Encompassing review, negotiation and execution of governing documentation, opening of the account, and completion of all due diligence documentation. Payable upon closing.

Annual Administration Fee \$waived

The Administration Fee covers our usual and customary ministerial duties, including record keeping, distributions, document compliance and such other duties and responsibilities expressly set forth in the governing documents for each transaction. Payable upon closing and annually in advance thereafter, without pro-ration for partial years.

Extraordinary Services and Out-of-Pocket Expenses: Escrow Agent or any of its affiliates may receive compensation with respect to any investment directed hereunder including without limitation charging any applicable agency fee or trade execution fee in connection with each transaction. Any additional services beyond our standard services as specified above, and all reasonable out-of-pocket expenses including attorney's or accountant's fees and expenses will be considered extraordinary services for which related costs, transaction charges, and additional fees will be billed at Escrow Agent's then standard rate. Escrow Agent may impose, charge, pass-through and modify fees and/or charges for any account established and services provided by Escrow Agent, including but not limited to, transaction, maintenance, balance-deficiency, and service fees, agency or trade execution fees, and other charges, including those levied by any governmental authority.

Fee Disclosure & Assumptions: Please note that the fees quoted are based on a review of the transaction documents provided and an internal due diligence review, and assumes the escrow deposit will be continuously invested in a MMDA at JPMorgan Chase Bank, N.A. No other investment of the Escrow Funds will be permitted during the term of this Agreement. Escrow Agent reserves the right to revise, modify, change and supplement the fees quoted herein if the assumptions underlying the activity in the account, level of balances, market volatility or other factors change from those used to set the fees described herein.

Payment of the invoice is due upon receipt.

Disclosures and Agreements

Taxes. The Parties shall duly complete such tax documentation or other procedural formalities necessary for Escrow Agent to complete required tax reporting and for the relevant Party to receive interest or other income without withholding or deduction of tax in any jurisdiction. Should any information supplied in such tax documentation change, the Parties shall promptly notify Escrow Agent. Escrow Agent shall withhold any taxes it deems appropriate in the absence of proper tax documentation or as required by law, including without limitation, the Foreign Account Tax Compliance Act ("FATCA"), and shall remit such taxes to the appropriate authorities.

Representations Relating to Section 15B of the Securities Exchange Act of 1934 (Rule 15Ba1-1 et seq.) (the "Municipal Advisor Rule"). Each Party represents and warrants to Escrow Agent that for purposes of the Municipal Advisor Rules, none of the funds (if any) currently invested, or that will be invested in the future, in money market funds, commercial paper or treasury bills under this Agreement constitute or contain (i) proceeds of municipal securities (including investment income therefrom and monies pledged or otherwise legally dedicated to serve as collateral or a source or repayment for such securities) or (ii) municipal escrow investments (as each such term is defined in the Municipal Advisor Rule). Each Party also represents and warrants to Escrow Agent that the person providing this certification has access to the appropriate information or has direct knowledge of the source of the funds to be invested to enable the forgoing representation to be made. Further, each Party acknowledges that Escrow Agent will rely on this representation until notified in writing otherwise.

Know Your Customer. To assist in the prevention of the funding of terrorism and money laundering activities, applicable law may require financial institutions to obtain, verify, and record information that identifies each person who opens an account. What this means for the Parties: when the Parties open an account, Escrow Agent may ask for each Party's name, address, date of birth (for natural persons), and/or other information and documents that will allow Escrow Agent to identify such Party. Escrow Agent may also request and obtain certain information from third parties regarding any Party. For purposes of this provision, each Party, to the extent required by applicable law, shall include any Authorized Representative of such Party. To fulfill Escrow Agent's "know your customer" responsibilities, Escrow Agent may request information from each Party from time to time, including, without limitation, regarding such Party's organization, business and, to the extent applicable, Authorized Representatives and beneficial owner(s) of such Party, including relevant natural or legal persons, and such Party shall procure and furnish the same to Escrow Agent in a timely manner. Escrow Agent may also request further information and/or documentation in connection with its performance of this Agreement. Any information and/or documentation furnished by any Party is the sole responsibility of such Party and Escrow Agent is entitled to rely on the information and/or documentation without making any verification whatsoever (except for the authentication under the security procedures, as applicable). Each Party represents and warrants that all such information and/or documentation is true, correct and not misleading and shall advise Escrow Agent promptly of any changes and, except as prohibited by applicable law, such Party agrees to provide complete responses to Escrow Agent's requests within the timeframes specified. If any Party fails to provide or consent to the provision of

any information required by this paragraph, Escrow Agent may close any account or suspend or discontinue providing any service hereunder without further notice..

OFAC Disclosure. Escrow Agent is required to act in accordance with the laws and regulations of various jurisdictions relating to the prevention of money laundering and the implementation of sanctions, including but not limited to regulations issued by the U.S. Office of Foreign Assets Control. Escrow Agent is not obligated to execute payment orders or effect any other transaction where the beneficiary or other payee is a person or entity with whom Escrow Agent is prohibited from doing business by any law or regulation applicable to Escrow Agent, or in any case where compliance would, in Escrow Agent's opinion, conflict with applicable law or banking practice or its own policies and procedures. Where Escrow Agent does not execute a payment order or effect a transaction for such reasons, Escrow Agent may take any action required by any law or regulation applicable to Escrow Agent including, without limitation, freezing or blocking funds. Transaction screening may result in delays in the posting of transactions.

Abandoned Property. Escrow Agent is required to act in accordance with the laws and regulations of various states relating to abandoned property, escheatment or similar law and, accordingly, shall be entitled to remit dormant funds to any state as abandoned property in accordance with such laws and regulations. Without limitation of the foregoing, notwithstanding any instruction to the contrary, Escrow Agent shall not be liable to any Party for any amount disbursed from an account maintained under this Agreement to a governmental entity or public official in compliance with any applicable abandoned property, escheatment or similar law.

Information. The Parties authorize Escrow Agent to disclose information with respect to this Agreement and the account(s) established hereunder, the Parties, or any transaction hereunder if such disclosure is: (i) necessary in Escrow Agent's opinion, for the purpose of allowing Escrow Agent to perform its duties and to exercise its powers and rights hereunder or for operational or risk management purposes or compliance with legal, tax and regulatory requirements, including, without limitation, FATCA; (ii) to a proposed assignee of the rights of Escrow Agent; (iii) to a branch, affiliate, subsidiary, employee or agent of Escrow Agent or to their auditors, regulators or legal advisers or to any competent court; (iv) to the auditors of any of the Parties; or (v) required by applicable law, regardless of whether the disclosure is made in the country in which each Party resides, in which the Escrow Account is maintained, or in which the transaction is conducted. The Parties agree that such disclosures by Escrow Agent and its affiliates may be transmitted across national boundaries and through networks, including those owned by third parties.

Foreign Exchange. If Escrow Agent accepts a funds transfer instruction under this Agreement for payment in a currency (the "Non-Account Currency") other than the currency of the account (the "Account Currency"), Escrow Agent is authorized to enter into a foreign exchange transaction to sell to the Party or Parties the amount of Non-Account Currency required to complete the funds transfer and debit the account for the purchase price of the Non-Account Currency. If Escrow Agent receives payment to the account in a Non-Account Currency, Escrow Agent is authorized to purchase the Non-Account Currency from the Party or Parties, and to credit the purchase price to the account in lieu of the Non-Account Currency. The applicable foreign exchange rate and spread for any of the foregoing transactions shall be determined by Escrow Agent in its sole discretion and may differ from foreign exchange rates and spreads at which comparable transactions are entered into with other customers or the range of foreign exchange rates or spreads at which Escrow Agent otherwise enters into foreign exchange transactions on the relevant date. Escrow Agent may generate additional profit or loss in connection with Escrow Agent's execution of a foreign exchange transaction or management of its risk related thereto in addition to the applicable spread. Further, (i) Escrow Agent has full discretion to execute such foreign exchange transactions in such manner as Escrow Agent determines in its sole discretion and (ii) Escrow Agent may manage the associated risks of Escrow Agent's own position in the market in a manner it deems appropriate without regard to the impact of such activities on the Parties. Any such foreign exchange transaction will be between Escrow Agent and a Party or Parties as principals, and Escrow Agent will not be acting as agent or fiduciary for the Parties.

Acknowledgment of Compensation and Multiple Roles. Escrow Agent is authorized to act under this Agreement notwithstanding that Escrow Agent or any of its subsidiaries or affiliates (such subsidiaries and affiliates hereafter individually called an "Affiliate" and collectively called "Affiliates") may (A) receive fees or derive earnings (float) as a result of providing an investment product or account on the books of Escrow Agent pursuant to this Agreement or for providing services or referrals with respect to investment products, or (B) (i) act in the same transaction in multiple capacities, (ii) engage in other transactions or relationships with the same entities to which Escrow Agent may be providing escrow or other services under this Agreement (iii) refer clients to an Affiliate for services or (iv) enter into agreements under which referrals of escrow or related transactions are provided to Escrow Agent. JPMorgan Chase Bank, N.A. may earn compensation from any of these activities in addition to the fees charged for services under this Agreement.

FDIC Disclosure. In the event Escrow Agent becomes insolvent or enters into receivership, Escrow Agent may provide to the Federal Deposit Insurance Corporation ("FDIC") account balance information for any account governed by this Agreement, as reflected on Escrow Agent's end-of-day ledger balance, and the customer name and tax identification number associated with such accounts for the purposes of determining the appropriate deposit insurance coverage. Fund held in such accounts will be insured by the FDIC under its applicable rules and limits.

THE FOLLOWING DISCLOSURES ARE REQUIRED TO BE PROVIDED UNDER APPLICABLE U.S. REGULATIONS, INCLUDING, BUT NOT LIMITED TO, FEDERAL RESERVE REGULATION D. WHERE SPECIFIC INVESTMENTS ARE NOTED BELOW, THE DISCLOSURES APPLY ONLY TO THOSE INVESTMENTS AND NOT TO ANY OTHER INVESTMENT.

Demand Deposit Account Disclosure. Escrow Agent is authorized, for regulatory reporting and internal accounting purposes, to divide an escrow demand deposit account maintained in the U.S. in which the Escrow Fund is held into a non-interest bearing demand deposit internal account and a non-interest bearing savings internal account, and to transfer funds on a daily basis between these internal accounts on Escrow Agent's general ledger in accordance with U.S. law at no cost to the Parties. Escrow Agent will record the internal accounts and any transfers between them on Escrow Agent's books and records only. The internal accounts and any transfers between them will not affect the Escrow Fund, any investment or disposition of the Escrow Fund, use of the escrow demand deposit account or any other activities under this Agreement, except as described herein. Escrow Agent will establish a target balance for the demand deposit internal account, which may change at any time. To the extent funds in the demand deposit internal account exceed the target balance, the excess will be transferred to the savings internal account, unless the maximum number of transfers from the savings internal account for that calendar month or statement cycle has already occurred. If withdrawals from the demand deposit internal account exceeds the available balance in the demand deposit internal account, funds from the savings internal account will be transferred to the demand deposit internal account up to the entire balance of available funds in the savings internal account to cover the shortfall and to replenish any target balance that Escrow Agent has established for the demand deposit internal account. If a sixth transfer is needed during a calendar month or statement cycle, it will be for the entire balance in the savings internal account, and such funds will remain in the demand deposit internal account for the remainder of the calendar month or statement cycle.

MMDA Disclosure and Agreement. If MMDA is the investment for the escrow deposit as set forth above or anytime in the future, the Parties acknowledge and agree that U.S. law limits the number of pre-authorized or automatic transfers or withdrawals or telephonic/electronic instructions that

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can be made from an MMDA to a total of six (6) per calendar month or statement cycle or similar period. Escrow Agent is required by U.S. law to reserve the right to require at least seven (7) days' notice prior to a withdrawal from a money market deposit account.

Unlawful Internet Gambling. The use of any account to conduct transactions (including, without limitation, the acceptance or receipt of funds through an electronic funds transfer, or by check, draft or similar instrument, or the proceeds of any of the foregoing) that are related, directly or indirectly, to unlawful Internet gambling is strictly prohibited.

Recordings. Each Party and Escrow Agent consent to the other party or parties making and retaining recordings of telephone conversations between any Party or Parties on one hand and Escrow Agent on the other hand in connection with Escrow Agent's security procedures.

Use of Electronic Records and Signatures. As used in this Agreement, the terms "writing" and "written" include electronic records, and the terms "execute", "signed" and "signature" include the use of electronic signatures. Notwithstanding any other provision of this Agreement or the attached Exhibits and Schedules, any electronic signature that is presented as the signature of the purported signer, regardless of the appearance or form of such electronic signature, may be deemed genuine by Escrow Agent in Escrow Agent's sole discretion, and such electronic signature shall be of the same legal effect, validity and enforceability as a manually executed, original, wet-inked signature; provided, however, that any such electronic signature must be an actual and not a typed signature. Any electronically signed agreement shall be an "electronic record" established in the ordinary course of business and any copy shall constitute an original for all purposes. The terms "electronic signature" and "electronic record" shall have the meanings ascribed to them in 15 USC § 7006. This Agreement and any instruction or other document furnished hereunder may be transmitted by facsimile or as a PDF file attached to an email.

Exhibit F
Domain Name Assignment Agreement

See attached.

DOMAIN NAME ASSIGNMENT

THIS DOMAIN NAME ASSIGNMENT (this “**Assignment**”) is effective as of _____, and is between Frisbie Memorial Hospital, a New Hampshire nonprofit corporation (“**Assignor**”), and HCA-Information Technology & Services, Inc., a Delaware corporation (“**Assignee**”). Each of Assignor and Assignee may be referred to in this Assignment individually as a “**Party**” and, collectively, as the “**Parties**”.

RECITALS

WHEREAS, Pursuant to the terms of that certain Asset Purchase Agreement by and between Assignor and affiliates of Assignor, and an affiliate of Assignee, dated as of _____ (the “**Purchase Agreement**”), Assignor agreed to transfer all of its right, title and interest in, and to execute this Assignment to enable Assignee to record the assignment of, all of the Assignor’s right, title and interest in and to the domain names registered with the domain name registrar(s) (the “**Registrar(s)**”) and set forth on Exhibit A hereto (the “**Domain Names**”), the associated registration and renewals, all goodwill associated therewith, and all other rights, if any, in the Domain Names throughout the world (the “**Related Rights**”). Capitalized terms used but not defined herein have the respective meanings for such terms that are set forth in the Purchase Agreement.

NOW, THEREFORE, for the good and valuable consideration set forth herein and in the Purchase Agreement, the receipt and sufficiency of which is hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. Assignment. Assignor hereby irrevocably conveys, transfers and assigns to Assignee as of the Effective Time, and Assignee hereby accepts, any and all right, title and interest of Assignor in and to the Domain Names and Related Rights, including the right to sue and recover (for the sole use and benefit of Assignee and its successors, assigns or other legal representatives) damages for past, present and future violation thereof or damage thereto, if any, in each case free and clear of all Liabilities and Encumbrances, other than the Assumed Liabilities and Permitted Encumbrances. As of the Effective Time, Assignee is to hold all right, title and interest in and to the Domain Names and Related Rights as fully and exclusively as they would have been held and enjoyed by Assignor had the assignment in this Section 1 not been made.

2. Reference to the Purchase Agreement. The provisions of this Assignment are subject in all respects to the terms of the Purchase Agreement, and all of the representations, warranties, covenants and agreements contained therein shall survive the execution and delivery of this Assignment in accordance with the terms thereof. Nothing contained in this Assignment shall be deemed or construed to alter, modify, add to or waive any of the rights, obligations, terms, covenants, conditions, or other provisions contained in the Purchase Agreement.

3. Authorization. Assignor authorizes Assignee to request the Registrar(s) to record Assignee as the registrant (and, if necessary, as the assignee and/or transferee) of the Domain Names and shall, promptly upon presentation to Assignor by Assignee, execute, or procure the execution of, such transfer documents, and provide such information, each as reasonably

required by the Registrar(s), and Assignor hereby covenants that Assignor has full right to convey its entire interest herein assigned, and that Assignor has not executed, and will not execute, any agreements in conflict herewith. Assignor shall cease any and all use of the Domain Names and Related Rights as of the Effective Time, except as may be expressly authorized by Assignee in writing.

4. Further Assurances. Each Party will, at its own expense, execute, acknowledge and deliver or cause to be done, executed, acknowledged and delivered, all such further acts, deeds, assignments, transfers, conveyances, powers of attorney, assurances and such other actions as such other Party may reasonably request to more effectively consummate the transactions contemplated by this Assignment.

5. Governing Law. This Assignment shall be governed by and construed in accordance with the applicable Laws of the State of Delaware without giving effect to any choice or conflicts of law provision or rule thereof that would result in the application of the applicable Laws of any other jurisdiction other than the applicable Laws of the United States of America, where applicable.

6. Counterparts. This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. The facsimile signature of any Party to this Assignment or a PDF copy of the signature of any Party delivered by electronic mail for purposes of execution or otherwise, is to be considered to have the same binding effect as the delivery of an original signature on an original contract.

7. Amendment; Waiver. No amendment of any provision of this Assignment shall be valid unless the same shall be in writing and signed by Assignor and Assignee. No waiver by any Party of any provision of this Assignment or any default or breach of covenant hereunder, whether intentional or not, shall be valid unless the same shall be in writing and signed by the Party against whom the waiver is to be effective nor shall such waiver be deemed to extend to any prior or subsequent default or breach of covenant hereunder or affect in any way any rights arising by virtue of any prior or subsequent such occurrence.

8. Binding Agreement. This Assignment shall be binding upon, and shall inure to the benefit of, the Parties hereto and their respective successors and assigns.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be effective as of the Effective Time.

ASSIGNOR:

FRISBIE MEMORIAL HOSPITAL

By: _____

Name: _____

Title: _____

ASSIGNEE:

HCA-INFORMATION TECHNOLOGY &
SERVICES, INC.

By: _____
Name: _____
Title: _____

Exhibit A

Domain Names	Registrant	Domain Name Registrar	Private Registration
fmhclinicalsuite.com	Frisbie Memorial	Network Solutions, LLC	
fmhclinicalsuite.net	Frisbie Memorial	Network Solutions, LLC	
fmhclinicalsuite.org	Frisbie Memorial	Network Solutions, LLC	
fmhclinicalsuite.us	Frisbie Memorial	Network Solutions, LLC	
fmhclinicalsuite.xxx	Frisbie Memorial	Network Solutions, LLC	Y
fmhclinicalsuites.com	Frisbie Memorial	Network Solutions, LLC	
fmhclinicalsuites.net	Frisbie Memorial	Network Solutions, LLC	
fmhclinicalsuites.org	Frisbie Memorial	Network Solutions, LLC	
fmhclinicalsuites.us	Frisbie Memorial	Network Solutions, LLC	
fmhclinicalsuites.xxx	Frisbie Memorial	Network Solutions, LLC	Y
fmhems.com	Frisbie Memorial	Network Solutions, LLC	Y
fmhems.net	Frisbie Memorial	Network Solutions, LLC	Y
fmhems.org	Frisbie Memorial	Network Solutions, LLC	Y
fmhems.xxx	Frisbie Memorial	Network Solutions, LLC	Y
fmhnh.com	Frisbie Memorial	Network Solutions, LLC	Y
fmhnh.net	Frisbie Memorial	Network Solutions, LLC	Y
fmhnh.org	Frisbie Memorial	Network Solutions, LLC	Y
fmhnh.xxx	Frisbie Memorial	Network Solutions, LLC	Y
fmhospital.com	Frisbie Memorial	Network Solutions, LLC	
fmhospital.net	Frisbie Memorial	Network Solutions, LLC	Y
fmhospital.xxx	Frisbie Memorial	Network Solutions, LLC	Y
fmsoftmed.com	Frisbie Memorial	Network Solutions, LLC	Y

fmhsoftmed.net	Frisbie Memorial	Network Solutions, LLC	Y
fmhsoftmed.org	Frisbie Memorial	Network Solutions, LLC	Y
fmhsoftmed.xxx	Frisbie Memorial	Network Solutions, LLC	Y
fmhtraveler.com	Frisbie Memorial	Network Solutions, LLC	Y
fmhtraveler.net	Frisbie Memorial	Network Solutions, LLC	Y
fmhtraveler.org	Frisbie Memorial	Network Solutions, LLC	Y
fmhtraveler.xxx	Frisbie Memorial	Network Solutions, LLC	Y
fmhvoalte.com	Frisbie Memorial	Network Solutions, LLC	
fmhvoalte.net	Frisbie Memorial	Network Solutions, LLC	
fmhvoalte.org	Frisbie Memorial	Network Solutions, LLC	
fmhvoalte.xxx	Frisbie Memorial	Network Solutions, LLC	
frisbeehospital.net	Frisbie Memorial	Network Solutions, LLC	Y
frisbeehospital.org	Frisbie Memorial	Network Solutions, LLC	Y
frisbeehospital.xxx	Frisbie Memorial	Network Solutions, LLC	Y
frisbiecareers.com	Harger Howe	GoDaddy.com, LLC	
frisbiecareers.org	Harger Howe	GoDaddy.com, LLC	
frisbiehealth.com	Frisbie Memorial	Network Solutions, LLC	
frisbiehealth.info	Frisbie Memorial	Network Solutions, LLC	Y
frisbiehealth.net	Frisbie Memorial	Network Solutions, LLC	
frisbiehealth.org	Frisbie Memorial	Network Solutions, LLC	
frisbiehealth.us	Frisbie Memorial	Network Solutions, LLC	
frisbiehealth.xxx	Frisbie Memorial	Network Solutions, LLC	Y
frisbiehosp.com	Frisbie Memorial	Network Solutions, LLC	Y
frisbiehosp.net	Frisbie Memorial	Network Solutions, LLC	Y

frisbiehosp.org	Frisbie Memorial	Network Solutions, LLC	Y
frisbiehosp.xxx	Frisbie Memorial	Network Solutions, LLC	Y
frisbiehospital.com	Frisbie Memorial	Network Solutions, LLC	
frisbiehospital.net	Frisbie Memorial	Network Solutions, LLC	Y
frisbiehospital.org	Frisbie Memorial	Network Solutions, LLC	
frisbiehospital.site	Frisbie Memorial	Network Solutions, LLC	Y
frisbiehospital.xxx	Frisbie Memorial	Network Solutions, LLC	Y
frisbielab.com	Frisbie Memorial	Network Solutions, LLC	Y
frisbielab.net	Frisbie Memorial	Network Solutions, LLC	Y
frisbielab.org	Frisbie Memorial	Network Solutions, LLC	Y
frisbielab.xxx	Frisbie Memorial	Network Solutions, LLC	Y
frisbiememorialhospital.net	Frisbie Memorial	Network Solutions, LLC	Y
frisbiememorialhospital.org	Frisbie Memorial	Network Solutions, LLC	Y
frisbiememorialhospital.xxx	Frisbie Memorial	Network Solutions, LLC	Y
frisbienh.com	Frisbie Memorial	Network Solutions, LLC	Y
frisbienh.net	Frisbie Memorial	Network Solutions, LLC	Y
frisbienh.org	Frisbie Memorial	Network Solutions, LLC	Y
frisbienh.xxx	Frisbie Memorial	Network Solutions, LLC	Y
frisbiepacs.com	Frisbie Memorial	Network Solutions, LLC	
frisbiepacs.net	Frisbie Memorial	Network Solutions, LLC	
frisbiepacs.org	Frisbie Memorial	Network Solutions, LLC	
frisbiepacs.xxx	Frisbie Memorial	Network Solutions, LLC	Y
granitestateexpresscare.com	Frisbie Memorial	Network Solutions, LLC	
granitestatelab.com	Frisbie Memorial	Network Solutions, LLC	

granitestatellc.biz	Frisbie Memorial	Network Solutions, LLC	Y
granitestatellc.com	Frisbie Memorial	Network Solutions, LLC	Y
granitestatellc.info	Frisbie Memorial	Network Solutions, LLC	Y
granitestatellc.mx	Frisbie Memorial	Key-Systems GmbH	Y
granitestatellc.net	Frisbie Memorial	Network Solutions, LLC	Y
granitestatellc.org	Frisbie Memorial	Network Solutions, LLC	Y
granitestatellc.xxx	Frisbie Memorial	Network Solutions, LLC	Y
gstatelab.com	Frisbie Memorial	Network Solutions, LLC	Y
gstatexpc.com	Frisbie Memorial	Network Solutions, LLC	Y
myfrisbieconnect.com	Frisbie Memorial	Network Solutions, LLC	
myfrisbieconnect.info	Frisbie Memorial	Network Solutions, LLC	Y
myfrisbieconnect.net	Frisbie Memorial	Network Solutions, LLC	Y
myfrisbieconnect.org	Frisbie Memorial	Network Solutions, LLC	Y
myfrisbieconnect.us	Frisbie Memorial	Network Solutions, LLC	
myhealtheteam.com	Frisbie Memorial	Network Solutions, LLC	
myhealtheteam.info	Frisbie Memorial	Network Solutions, LLC	
myhealtheteam.net	Frisbie Memorial	Network Solutions, LLC	
myhealtheteam.org	Frisbie Memorial	Network Solutions, LLC	
myhealtheteam.us	Frisbie Memorial	Network Solutions, LLC	
myhealtheteam.xxx	Frisbie Memorial	Network Solutions, LLC	Y
rochesterhospital.net	Frisbie Memorial	Network Solutions, LLC	Y
rochesterhospital.org	Frisbie Memorial	Network Solutions, LLC	Y
rochesterhospital.xxx	Frisbie Memorial	Network Solutions, LLC	Y
rochesterrecovery.com	Frisbie Memorial	Network Solutions, LLC	Y

rochesterrecovery.info	Frisbie Memorial	Network Solutions, LLC	Y
rochesterrecovery.net	Frisbie Memorial	Network Solutions, LLC	Y
rochesterrecovery.us	Frisbie Memorial	Network Solutions, LLC	