

Date: On 21 January 2021

Each of the signatories to this agreement wish to record the following:

1. Ralph de la Torre ("RDLT") holds an ownership of 100% of the share capital of Santa Clara Holdings LLC ("Santa Clara").
2. Santa Clara owns a participation of 87.9% of Steward Health Care International Investors LLC ("SHCI Investors") as holder of 90,000,000 Class A shares of SHCI Investors).
3. SHCI Investors is the sole shareholder of Steward Health Care International, S.L.U. ("SHCI SL").
4. SHCI Investors hereby instructs (in compliance with all applicable corporate governance provision) SHCI SL to facilitate funding by virtue of a credit line for a maximum amount of twenty-seven million euros (€27,000,000) (the "Credit Line") to RDLT.
5. SHCI Investors and Santa Clara accept that SHCI SL may, at the joint request of RDLT and SHCI Investors, apply to the partial repayment or full repayment and discharge of referred funding, dividend distributions, which may be approved by SHCI SL and/or SHCI Investors and/or Santa Clara, and which may become due and payable to SHCI Investors, as shareholder of SHCI SL and/or to the Borrower, as shareholder of Santa Clara (a "Dividend Repayment Event").
6. Once a Dividend Repayment Event occurs, SHCI Investors may receive a partial or full assignment of the Credit Line from SHCI SL. The parties herein agree that RDLT will, from any such dividend distribution repayment date, be an obligor to SHCI Investors in respect of the Credit Line either in part or in full.
7. Likewise, the parties wish to record herein that once a Dividend Repayment Event occurs, and once SHCI Investors has received the partial or full assignment of the Credit Line from SHCI SL, Santa Clara may, in turn, receive the partial or full assignment of the Credit Line from SHCI Investors, which may result in RDLT becoming an obligor to Santa Clara in respect of the Credit Line, either in part or in full.
8. The parties to this document agree and accept the terms set out above and undertake to sign any documents that might be necessary or convenient to carry out the arrangements indicated above.

Santa Clara Holdings LLC



Name: Mr. Ralph de la Torre
Title: Authorised signatory

Steward Health Care International Investors LLC

Name: Mr. Armin Ernst
Title: Officer

Steward Health Care International, S.L.U.

Name: Mr. Armin Ernst
Title: Authorised signatory

Mr. Ralph de la Torre, in its own name and behalf



CREDIT LINE AGREEMENT

In Madrid, on 9 February 2021.

BETWEEN:

- (1) **Steward Health Care International, S.L.U.**, with registered address at Paseo de la Castellana 35, Piso 5º, 28046 Madrid (Spain) and tax identification number B88616321. The entity is represented in this act by Mr. Armin Ernst, in his capacity as a representative with sufficient powers. Hereinafter, the "**Lender**".
- (2) **Mr. Ralph de la Torre**, with American nationality, of legal age, with passport of his nationality number 567075089, Spanish Tax Foreigner Identification Number Y7934233Y and temporary address in 4939 Brookview Drive, Dallas, TX 75220. Hereinafter, the "**Borrower**".
- (3) **Steward Health Care International Investors LLC**, with registered address at 1209 Orange St, Wilmington, DE 19801 and file number 7961508. The entity is represented in this act by Mr. Armin Ernst, in his capacity as a representative with sufficient powers. Hereinafter, the "**Parent**".
- (4) **Santa Clara Holdings LLC**, with registered address at 3899 Maple Avenue, Suite 450 Dallas, TX 75219 and file number 3245183. The entity is represented in this act by Mr. Ralph de la Torre, in his capacity as a representative with sufficient powers. Hereinafter, "**Santa Clara**".

Hereinafter, the Lender and the Borrower will be referred to, jointly, as the "**Parties**".

The Parties represent that they have the necessary legal capacity to enter into this credit line agreement (the "**Agreement**").

WHEREAS

- I. The Borrower holds an ownership of 100% of the share capital of Santa Clara, which entity, in turn, owns a participation of 87.9% of the Parent (as a result of Santa Clara holding 90,000,000 Class A shares (the "**A shares**") of the Parent).
- II. The Parent is the sole shareholder of the Lender.
- III. The Borrower is a Director in the Lender.

- IV. The Lender, in lieu of certain undertakings binding amongst the Parent, Santa Clara and the Borrower which result from the Borrower's holding of the 100% ownership in Santa Clara and Santa Clara's holding of the A shares in the Parent, wishes, as instructed to that effect from the Parent and Santa Clara, to facilitate funding to the Borrower on account of profits of the Lender to which the Parent, as shareholder of the Lender, and Santa Clara, as shareholder of the Parent, may become entitled to receive as dividend distributions, as the case may be, prior to the maturity of this financing.
- V. The granting of this financing was approved by the Board of the Lender pursuant to the instructions of the Parent to that effect to the Board in accordance with article 161 of the *Ley de Sociedades de Capital*. The arrangement between the Parent, Santa Clara and the Borrower were duly documented prior to or concurrent with the granting of this Agreement.
- VI. The Borrower abstained from attending the meeting of the Board in which the resolution to grant the financing was adopted. Both resolutions are kept in the record books of the Lender.
- VII. In accordance with the foregoing, the Parties, mutually recognizing sufficient legal capacity, formalize this Agreement that will be governed by the following

PROVISIONS

1. GRANTING, AMOUNT, PURPOSE AND UTILISATION OF THE CREDIT LINE

1.1. The Credit Line

Subject to the terms of this Agreement the Lender hereby grants a credit line to the Borrower for a maximum amount of twenty-seven million euros (€27,000,000) (the "Credit Line").

The Borrower agrees to reimburse the principal of the Credit Line drawn and the interest accrued in accordance with the provisions of this Agreement.

1.2. Purpose of the Credit Line

The Borrower may use the Credit Line to finance the Borrower's personal economic activities.

The Lender is under no obligation to monitor or verify the utilisation of the Credit Line.

1.3. Utilizations

The Lender will make available to the Borrower the amounts requested from time to time through the transfer of such amount to the bank account indicated by the Borrower in the relevant utilization request, without exceeding the maximum amount set out in Clause 1.1 above.

Once the Lender receives from the Borrower the relevant utilization request, the Lender will transfer, within two (2) business days following the date of the utilization request, the amount requested by the Borrower in the same.

2. DURATION AND REPAYMENT OF THE CREDIT LINE

2.1 Term of the Credit Line

The Credit Line is granted for a period of ten (10) years from this date and will therefore expire on 9 February 2031 (the “**Maturity Date**”). On the Maturity Date, the Borrower must, save as provided in clause 2.2 and 2.3 herein, reimburse the principal drawn of the Credit Line plus the corresponding interest as established in Clause 3 of this Agreement to the Lender.

2.2 Early repayment of the Credit Line

The Borrower may, after written communication to the Lender at least three (3) business days in advance, partially or totally repay the Credit Line in advance and without any penalty, by repaying the principal and interest accrued on the date on which it actually proceeds to its early repayment.

2.3 Repayment in lieu of profit distributions

The Parent acknowledges that the Lender may, at the joint request of the Borrower and the Parent, apply to the partial repayment or full repayment and discharge of the Credit Line, dividend distributions (the “**Dividend Distribution Repayment**”) which may in the future be approved by the Lender and/or the Parent, and which are due and payable to the Parent, as shareholder of the Lender (a “**Dividend Repayment Event**”).

Each date in which a Dividend Repayment Event is made will be a Dividend Repayment Distribution Date.

Once a Dividend Distribution Repayment is made, the Parent will receive a partial or, as the case may be, full assignment of the Credit Line from the Lender. The Borrower will, from any such Dividend Distribution Repayment, be an obligor to the

Parent in respect of the Credit Line either in part or in full and their relationship in respect of the Credit Line will be determined by that which governs the holding of the A Shares by Santa Clara and the holding of the 100% ownership of Santa Clara by the Borrower.

Likewise, the parties wish to record herein that once a Dividend Distribution Repayment is made, and once the Parent has received the partial or full assignment of the Credit Line from the Lender, Santa Clara may, in turn, receive the partial or full assignment of the Credit Line from the Parent in lieu of its arrangements with the Borrower which may result in the Borrower becoming an obligor to Santa Clara in respect of the Credit Line, either in part or in full.

3. INTEREST

3.1 Accrual of interest

The Credit Line drawn amount will accrue interest in favor of the Lender. The rate of interest on the Credit Line is the percentage rate per annum of 365 days (taking into account only the actual number of days lapsed in each given year), which is the aggregate of the reference interest rate (6 months EURIBOR) plus a margin of 3.6% per annum.

The interest rate shall be reviewed annually with the reference of the last published 6-month EURIBOR of the month preceding the revision.

The calculation base will be 365 days.

3.3. Default interest

If the Borrower does not make the payments of the amounts due under this Agreement, the amounts pending repayment will accrue in favor of the Lender, from the day following its maturity and without the need for prior claim by it, a default interest that will accrue daily and will be settled every 7 calendar days from the moment it is due. The default interest will be determined by adding a margin or differential of the 2% net at the applicable interest rate referred to in Clause 3.2 above.

The liquid default interest due and not paid by the Borrowers may, at the request of the Lender, be subject to capitalization every 7 calendar days and, as an increase in the principal of the Credit Line, will accrue the default interest set in the previous paragraph in accordance with the provisions of article 317 of the Commercial Code.

4. PAYMENTS

4.1 Payment to the Lender:

Subject to clause 2.3 and 4.2, a final balloon payment for the full outstanding amount of any principal, fees, and interest accrued must be paid on or before the Maturity Date from the Borrower to the Lender.

The Lender will provide the Borrower with an itemized written statement specifying the total amount of any monies due prior to the Maturity Date.

4.2 Payment in lieu of profits distributions:

Where clause 2.3 applies, payment of the relevant amount (including principal, fees, and interest accrued) outstanding at the Dividend Repayment Distribution Date may, on joint instructions to the Lender from the Borrower, Santa Clara and the Parent, be applied in all or in part to the payment of the drawn Credit Line on any such Dividend Repayment Distribution Date. To that effect, the Lender will provide the Parent, Santa Clara and the Borrower with an itemized written statement specifying the total amount of any monies due prior to the Dividend Repayment Distribution Date.

Upon repayment, in whole or in part, of the drawn Credit Line in the manner contemplated herein, the drawn Credit Line (or the relevant proportion hereof) will be assigned to the Parent in compliance with the separate undertaking and agreements between the Parent and Santa Clara, as Class A shareholder of the Parent.

Likewise, the parties wish to record herein that once a Dividend Distribution Repayment is made, and once the Parent has received the partial or full assignment of the Credit Line from the Lender, Santa Clara may, in turn, receive the partial or full assignment of the Credit Line from the Parent in lieu of its arrangements with the Borrower which may result in the Borrower becoming an obligor to Santa Clara in respect of the Credit Line, either in part or in full.

5. SPANISH PUBLIC DOCUMENT

This document may be notarized before a Spanish notary at the request of any of the Parties, in which case the expenses and taxes derived from such notarization will be paid by the Lender.

6. TAXES AND EXPENSES

All expenses, brokerages, fees and taxes arising as a result of the formalization, fulfillment or termination of this Agreement and the obligations arising from it, both judicial and extrajudicial, will be borne by the Lender.

7. NOTIFICATIONS

Notifications between the Parties related to this Agreement may be made by any means that allows proof of their sending and receipt.

For the purposes of this Agreement, the Parties expressly designate as their domicile for the practice of all the notifications consigned at the beginning of this Agreement. Any modification or variation of the said domicile shall not take effect until it has been notified in writing to the other Party.

8. ASSIGNMENT

Other than as contemplated in this Agreement, the Parties may not assign their contractual position under the Credit Line to any third party unless they have the prior, express and written consent of the other Party.

9. APPLICABLE LAW AND JURISDICTION

This Agreement shall be governed by and construed in accordance with Spanish law.

The Parties, expressly waiving any other jurisdiction that may correspond to them, irrevocably submit to the Courts and Tribunals of Madrid for the knowledge and resolution of any claim that may arise from the fulfillment or interpretation of this Agreement.

The Parties sign the copies in which it is formalized, for a single purpose, at the place and date indicated in the heading.

The Lender

Steward Health Care International, S.L.U.

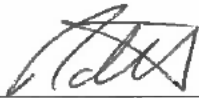
P.p.

Mr. Armin Ernst

Title: Authorised signatory

The Borrower

Mr. Ralph de la Torre



The Parent

Steward Health Care International Investors LLC

Mr. Armin Ernst

Title: Legal representative

Santa Clara

Santa Clara Holdings LLC



Mr. Ralph de la Torre

Title: Authorised signatory

LOAN AGREEMENT

In Madrid, on 11 March 2021.

BETWEEN:

- (1) **Steward Health Care International, S.L.U.**, with registered address at Paseo de la Castellana 35, Piso 5º, 28046 Madrid (Spain) and tax identification number B88616321. The entity is represented in this act by Mr. Ralph de la Torre, in his capacity as a representative with sufficient powers. Hereinafter, the "**Lender**".

and

- (2) Mr. **Armin Ernst**, with American nationality, of legal age, with passport of his nationality number 565516948, Spanish Tax Foreigner Identification Number Y8361508-X and temporary address in Velazquez 4, Madrid. Hereinafter, the "**Borrower**".
- (3) **Steward Health Care International Investors LLC**, with registered address at 1209 Orange St, Wilmington, DE 19801 and file number 7961508. The entity is represented in this act by Mr. Ralph de la Torre, in his capacity as a representative with sufficient powers. Hereinafter, the "**Parent**".

Hereinafter, the Lender and the Borrower will be referred to, jointly, as the "**Parties**".

The Parties represent that they have the necessary legal capacity to enter into this loan agreement (the "**Agreement**").

WHEREAS

- I. The Borrower holds 10,000,000 B shares (the "**B shares**") issued by the Parent, which is the Lender's single shareholder,
- II. The Borrower is a Director in the Lender,
- III. The Lender, in lieu of certain undertakings binding amongst the Parent and the Borrower which result from the Borrower's holding of the B shares, wishes, as instructed to that effect from the Parent, to facilitate funding to the Borrower on account of profits of the Lender to which the Parent, as shareholder, may become

entitled to receive as dividend distributions, as the case may be, prior to the maturity of this financing.

- IV. The granting of this financing was approved by the Board of the Lender pursuant to the instructions of the Parent to that effect to the Board in accordance with article 161 of the *Ley de Sociedades de Capital*.
- V. The Borrower abstained from attending the meeting of the Board in which the resolution to grant the financing was adopted. Both resolutions are kept in the record books of the Lender.
- VI. In accordance with the foregoing, the Parties, mutually recognizing sufficient legal capacity, formalize this Agreement that will be governed by the following

PROVISIONS

1. GRANTING, AMOUNT, PURPOSE AND UTILISATION OF THE LOAN

1.1. The Loan

Subject to the terms of this Agreement the Lender hereby grants a loan to the Borrower for an amount of two million fifty-three thousand five hundred forty-four euros (€2,053,544) (the "Loan").

The Borrower agrees to reimburse the principal of the Loan and the interest accrued in accordance with the provisions of this Agreement.

1.2. Purpose of the Loan

The Borrower may use the Loan to finance the Borrower's personal economic activities.

The Lender is under no obligation to monitor or verify the utilisation of the Loan.

1.3. Utilizations

On the date hereof, the Lender makes available to the Borrower five hundred fifty-three thousand five hundred forty-four euros (€553,544), as first utilization of the Loan, by depositing the amount in the following bank account indicated for this purpose by the Borrower:

Account number: 004667744365
Account Bank: Bank of America
Account holder: Mr. Armin Ernst

SWIFT Code: BOFAUS6S

The Lender will make available to the Borrower the outstanding amount of the Loan by depositing the relevant amount in the bank account indicated by the Borrower in the relevant utilization request. Once the Lender receives from the Borrower a utilization request, the Lender must transfer, within two (2) business days following the request, the amount of the Loan requested by the Borrower.

2. DURATION AND REPAYMENT OF THE LOAN

2.1 Term of the Loan

The Loan is granted for a period of ten (10) years from this date and will therefore expire on 11 March 2031 (the “**Maturity Date**”). On the Maturity Date, the Borrower must, save as provided in clause 2.2 and 2.3 herein, reimburse the principal of the Loan plus the corresponding interest as established in Clause 3 of this Agreement to the Lender.

2.2 Early repayment of the Loan

The Borrower may, after written communication to the Lender at least three (3) business days in advance, partially or totally repay the Loan in advance and without any penalty, by repaying the principal and interest accrued on the date on which it actually proceeds to its early repayment.

2.3 Repayment in lieu of profit distributions

The Parent acknowledges that the Lender may, at the joint request of the Borrower and the Parent, apply to the partial repayment or full repayment and discharge of the Loan, dividend distributions (the “**Dividend Distribution Repayment**”) which may in the future be approved by the Lender and which are due and payable to the Parent, as shareholder of the Lender (a “**Dividend Repayment Event**”).

Each date in which a Dividend Repayment Event is made will be a Dividend Repayment Distribution Date.

Once a Dividend Distribution Repayment is made, the Parent will receive a partial or, as the case may be, full assignment of the Loan from the Lender. The Borrower will, from any such Dividend Distribution Repayment, be an obligor to the Parent in respect of the Loan either in part or in full and their relationship in respect of the Loan will be determined by that which governs the holding of the B Shares by the Borrower.

3. INTEREST

3.1 Accrual of interest

The Loan amount will accrue interest in favor of the Lender. The rate of interest on the Loan is the percentage rate per annum of 365 days (taking into account only the actual number of days lapsed in each given year), which is the aggregate of the reference interest rate (6 months EURIBOR) plus a margin of 3.6% per annum.

The interest rate shall be reviewed annually with the reference of the last published 6-month EURIBOR of the month preceding the revision.

The calculation base will be 365 days.

3.3. Default interest

If the Borrower does not make the payments of the amounts due under this Agreement, the amounts pending repayment will accrue in favor of the Lender, from the day following its maturity and without the need for prior claim by it, a default interest that will accrue daily and will be settled every 7 calendar days from the moment it is due. The default interest will be determined by adding a margin or differential of the 2% net at the applicable interest rate referred to in Clause 3.2 above.

The liquid default interest due and not paid by the Borrowers may, at the request of the Lender, be subject to capitalization every 7 calendar days and, as an increase in the principal of the Loan, will accrue the default interest set in the previous paragraph in accordance with the provisions of article 317 of the Commercial Code.

4. PAYMENTS

4.1 Payment to the Lender:

Subject to clause 2.3 and 4.2, a final balloon payment for the full outstanding amount of any principal, fees, and interest accrued must be paid on or before the Maturity Date from the Borrower to the Lender.

The Lender will provide the Borrower with an itemized written statement specifying the total amount of any monies due prior to the Maturity Date.

4.2 Payment in lieu of profits distributions:

Where clause 2.3 applies, payment of the relevant amount (including principal, fees, and interest accrued) outstanding at the Dividend Repayment Distribution Date may, on joint instructions to the Lender from the Borrower and the Parent, be applied in all or in part to the payment of the Loan on any such Dividend Repayment Distribution Date. To that effect, the Lender will provide the Parent and the Borrower with an itemized written statement specifying the total amount of any monies due prior to the Dividend Repayment Distribution Date.

Upon repayment, in whole or in part, of the Loan in the manner contemplated herein, the Loan (or the relevant proportion hereof) will be assigned to the Parent in compliance with the separate undertaking and agreements between the Parent and the Borrower as class B shareholder of the Parent.

The relationship in respect of the Loan will be then determined by that which governs the holding of the B Shares by the Borrower and in this respect the rights of the Borrower as class B shareholder may result in the outstanding amount of the Loan being applied and cancelled towards profits resulting from distributions of the Parent to the Borrower in excess of those which are currently applicable under the plan which governs the B shares.

5. SPANISH PUBLIC DOCUMENT

This document may be notarized before a Spanish notary at the request of any of the Parties, in which case the expenses and taxes derived from such notarization will be paid by the Lender.

6. TAXES AND EXPENSES

All expenses, brokerages, fees and taxes arising as a result of the formalization, fulfillment or termination of this Agreement and the obligations arising from it, both judicial and extrajudicial, will be borne by the Lender.

7. NOTIFICATIONS

Notifications between the Parties related to this Agreement may be made by any means that allows proof of their sending and receipt.

For the purposes of this Agreement, the Parties expressly designate as their domicile for the practice of all the notifications consigned at the beginning of this Agreement. Any modification or variation of the said domicile shall not take effect until it has been notified in writing to the other Party.

8. ASSIGNMENT

Other than as contemplated in this Agreement, the Parties may not assign their contractual position under the Loan to any third party unless they have the prior, express and written consent of the other Party.

9. APPLICABLE LAW AND JURISDICTION

This Agreement shall be governed by and construed in accordance with Spanish law.

The Parties, expressly waiving any other jurisdiction that may correspond to them, irrevocably submit to the Courts and Tribunals of Madrid for the knowledge and resolution of any claim that may arise from the fulfillment or interpretation of this Agreement.

The Parties sign the copies in which it is formalized, for a single purpose, at the place and date indicated in the heading.

The Lender

Steward Health Care International, S.L.U.

P.p.



Mr. Ralph de la Torre

Title: Authorised signatory

The Borrower

Mr. Armin Ernst

The Parent

Steward Health Care International Investors LLC



Mr. Ralph de la Torre


Title: Legal representative

Date: On 21 February 2021

Each of the signatories to this agreement wish to record the following:

1. Armin Ernst ("AE") holds 10,000,000 B shares (the "B shares") issued by Steward Health Care International Investors LLC ("SHCI Investors"), which is the single shareholder of Steward Health Care International, S.L.U. ("SHCI SL").
2. SHCI Investors hereby instructs (in compliance with all applicable corporate governance provisions) SHCI SL to facilitate funding by virtue of a loan for an amount of two million fifty-three thousand five hundred forty-four euros (€2,053,544) (the "Loan") to AE.
3. SHCI Investors accepts that SHCI SL may, at the joint request of AE and SHCI Investors, apply to the partial repayment or full repayment and discharge of referred funding, dividend distributions, which may be approved by SHCI SL and/or SHCI Investors, and which may become due and payable to SHCI Investors, as shareholder of SHCI SL (a "Dividend Repayment Event").
4. Once a Dividend Repayment Event occurs, SHCI Investors may receive a partial or full assignment of the Loan from SHCI SL. The parties herein agree that AE will, from any such dividend distribution repayment date, be an obligor to SHCI Investors in respect of the Loan either in part or in full.
5. The parties to this document agree and accept the terms set out above and undertake to sign any documents that might be necessary or convenient to carry out the arrangements indicated above.

Steward Health Care International Investors LLC



Name: Mr. Ralph de la Torre

Title: Chairman & CEO

Steward Health Care International, S.L.U.



Name: Mr. Ralph de la Torre

Title: Authorised signatory

Mr. Armin Ernst, in its own name and behalf
