

ASSET PURCHASE AGREEMENT

BY AND AMONG

**DAVIS HOSPITAL & MEDICAL CENTER, LP,
IASIS HEALTHCARE, LLC,
JORDAN VALLEY MEDICAL CENTER, LP,
PHYSICIAN GROUP OF UTAH, INC.,
SALT LAKE REGIONAL MEDICAL CENTER, LP,
SALT LAKE REGIONAL PHYSICIANS, INC.,
SEABOARD DEVELOPMENT LLC,
SOUTHRIDGE PLAZA HOLDINGS, INC., AND
STEWARD MEDICAL GROUP, INC.
COLLECTIVELY AS SELLERS,**

**STEWARD HEALTH CARE SYSTEM LLC,
AS SELLERS' GUARANTOR AND SELLER REPRESENTATIVE,**

**[BUYER],
AS BUYER,**

and

**[BUYER GUARANTOR],
AS BUYER GUARANTOR**

Dated as of December [●], 2022

[Note to Steward: Confirm whether any SHCN-based operations/assets in Utah, if any, need to be addressed by this Agreement.]

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LIST OF EXHIBITS

Exhibit A	Facilities
Exhibit B	New MPT Leases
Exhibit C	Form of Lease Assignment
Exhibit D	Form of Bill of Sale
Exhibit E	Form of Assignment and Assumption Agreement
Exhibit F	Form of Power of Attorney
Exhibit G	Form of Trademark Assignment Agreement
Exhibit H	Form of Transition Services Agreement
Exhibit I	Form of FIRPTA Certificate
Exhibit J	Form of Assignment for Transferred Interests

ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (this “**Agreement**”) is made and entered into effective as of December [●], 2022 by and among (i) Davis Hospital & Medical Center, LP, a Delaware limited partnership (“**Davis LP**”), IASIS Healthcare, LLC, a Delaware limited liability company (“**IASIS**”), Jordan Valley Medical Center, LP, a Delaware limited partnership (“**Jordan Valley LP**”), Physician Group of Utah, Inc., a Delaware corporation (“**PGU**”), Salt Lake Regional Medical Center, LP, a Delaware limited partnership (“**Salt Lake LP**”), Salt Lake Regional Physicians, Inc., a Delaware corporation (“**SLRP**”), Seaboard Development LLC, a Utah limited liability company (“**Seaboard**”), Southridge Plaza Holdings, Inc., a Delaware corporation (“**SPH**”), Steward Medical Group, Inc., a Massachusetts nonprofit corporation (“**SMG**”) (each of Davis LP, IASIS, Jordan Valley LP, PGU, Salt Lake LP, SLRP, Seaboard, SPH and SMG are referred to in this Agreement individually as a “**Seller**” and, collectively as, “**Sellers**”), (ii) Steward Health Care System LLC, a Delaware limited liability company (“**Seller Guarantor**”), (iii) [●], a [●] (“**Buyer**”), and (iv) [●], a [●] (the “**Buyer Guarantor**” and collectively with Sellers, the Seller Guarantor and Buyer, the “**Parties**” and each individually a “**Party**”).

WITNESETH

WHEREAS, Sellers lease and operate the Facilities; and

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

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

WHEREAS, in connection with such sale and assignment of Purchased Assets and Assumed Liabilities, simultaneously with the execution of this Agreement, Seller Representative has delivered to Buyer executed copies of the Existing MPT Lease Termination Agreement, and Buyer or one or more of its Affiliates has entered into the New MPT Leases, in each case conditional upon Closing and effective upon the Effective Time;

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

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

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

1. DEFINITIONS; INTERPRETATION.

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

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

“**Accounts Receivable**” means all notes receivable, accounts receivable and other rights to receive payment for goods or services provided by any Seller in connection with the business or operation of the Business prior to the Effective Time, including any such accounts receivable that have been charged off as bad debt.

“**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*, with respect to Buyer (a) equityholders, officers or directors of Buyer Guarantor shall not be considered “Affiliates” of Buyer and (b) except for Buyer Guarantor, its direct and indirect subsidiaries, and Persons controlled (directly or indirectly) by Buyer Guarantor, no association, corporation, limited liability company, partnership, limited liability partnership, trust or other Person shall be considered an “Affiliate” of Buyer; *provided, further*, with respect to any Seller or Seller Guarantor (i) equityholders, officers or directors of Seller Guarantor shall not be considered “Affiliates” of any Seller or Seller Guarantor or a “Seller Affiliate” and (ii) except for Seller Guarantor, its direct and indirect subsidiaries, and Persons controlled (directly or indirectly) by Seller Guarantor, no association, corporation, limited liability company, partnership, limited liability partnership, trust or other Person shall be considered an “Affiliate” of any Seller or Seller Guarantor or a “Seller Affiliate”. 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.

“**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.

“**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, Private Program or other Person.

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

“**Assumed Capital Leases**” means, as of immediately prior to the Effective Time, those capital lease obligations of any Seller that are included among the Assumed Contracts and set forth on Schedule 2.3(e).

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

“**Assumed Indebtedness**” means, as of immediately prior to the Effective Time, the sum of 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.

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

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

“Balance Sheet Date” means [October 31], 2022. *[Note to Steward: If we are signing in December, then please confirm the most recent month-end financial statements that Buyer will be able to diligence prior to such signing date.]*

“Beneficiary” is defined in Section 10.1(a).

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

“Books and Records” means originals, or where not available, copies (including in electronic format), of books and records maintained in connection with the Business or the Purchased Assets, including books and records relating to books of account, ledgers and general financial accounting records, 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, in each case, to the extent such books and records are located at the Facilities or are primarily used or held for use in, or otherwise primarily relate to, the Business.

“Business” means the operation of the Facilities by Sellers and their Affiliates and all services provided by, or pursuant to Contracts with, Sellers and their Affiliates at the Facilities, in each case as currently conducted by Sellers and their Affiliates, including the business of owning the Transferred Interests and any associated or incidental business or activities conducted by Sellers or their Affiliates in connection with owning the Transferred Interests.

“Business Day” means any day except Saturday, Sunday and any day which is a legal holiday in the State of Utah.

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

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

“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), Section 5.4 (Brokers and Finders), and Section 5.5 (Financing; Solvency).

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

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

“Buyer Indemnity Cap” is defined in Section 10.2(c).

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

“Buyer Representations Cap” is defined in Section 10.2(c).

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

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

“Closing” is defined in Section 3.1.

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

“CMS Reporting Reduction Notice” is defined in Section 7.6(c).

“CMS Reporting Notice of Disagreement” is defined in Section 7.6(c).

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

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

“**Commitments**” is defined in Section 6.5(a).

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

“**Compliance Matter**” is defined in Section 7.13.

“**Confidential Information**” means all information (whether or not specifically identified as confidential), in any form or medium that relates to Sellers, their Affiliates, and their respective businesses (including the Business), including: (a) internal business information related to the business of any Seller or any of its Affiliates (including the Business) (including, information relating to strategic plans and practices, business, accounting, financial or marketing plans, practices or programs, training practices and programs, salaries, bonuses, incentive plans and other compensation and benefits information and accounting and business methods); (b) identities of, individual requirements of, specific contractual arrangements with, and information about, Sellers, their Affiliates, and its and their respective businesses (including the Business); (c) any confidential or proprietary information of any third party that any Seller or any of its Affiliates has a duty to maintain confidentiality of, or use only for certain limited purposes; (d) industry research compiled by, or on behalf of the Sellers, any Seller Affiliate, or any of its or their respective businesses (including the Business), including, identities of potential target companies, management teams, and transaction sources identified by, or on behalf of, any Seller or 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; and (g) 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 Non-Disclosure Agreement by and between Seller Guarantor and [●] dated as of [●], 2022.

“**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.

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

“**Copyrights**” means all copyrights and rights in any other original works of authorship fixed in any tangible medium of expression, whether published or unpublished; 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 (including all forms, worksheets, schedules and other attachments related thereto) required to be filed in respect of the Business or the Facilities pursuant to a

Government Program or any Private Cost-Based Programs.

“**Cost Report Settlements**” is defined in Section 2.2(i).

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

“**COVID-19 Funds**” means all grants, payments, distributions, loans, funds or other relief applied for or provided prior to the Effective Time under the CARES Act, the Paycheck Protection Program Act, or any other program authorized by any Governmental Authority or Government Program in response to COVID-19, including the Paycheck Protection Program, Main Street Loan Program, Provider Relief Fund, Small Rural Hospital Improvement Program, Assistant Secretary for Preparedness and Response or Hospital Preparedness Program Grants, or any other Law or program enacted, adopted or authorized in response to COVID-19; provided, that COVID-19 Funds does not include any Medicare Accelerated and Advance Payments.

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

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

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

“**DNV**” is defined in Section 4.8.

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

“**DRG**” is defined in Section 7.4(b).

“**DRG Transition Patients**” is defined in Section 7.4(b).

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

“**Encumbrance**” means any easement, servitude, assessment, encumbrance, encroachment, defect in title, security interest, bailment (in the nature of a pledge or for purposes of security), mortgage, deed of trust, the grant of a power to confess judgment, conditional sales and title retention, lease, sublease, option, right of first refusal or first offer, lien, 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 Laws**” means all Laws relating to pollution, protection of the environment or

human health and safety (in respect of exposure to Hazardous Materials), including the Comprehensive Environmental Response, Compensation, and Liability Act, as amended, 42 U.S.C. § 9601, *et seq.*, the Clean Air Act, 42 U.S.C. § 7401; and all other Laws relating to the use, treatment, storage, transportation, handling, disposal or Release of Hazardous Materials.

“**Environmental Permits**” means any permit, license, approval or other authorization required under or issued pursuant to any Environmental Law.

“**ERISA**” is defined in Section 4.22(a).

“**ERISA Controlled Group**” is defined in Section 4.23(c).

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

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

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

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

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

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

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

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

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

“**Existing MPT Lease Termination Agreement**” means that certain [Utah Severance Master Agreement] entered into as of the date of this Agreement among Seller Guarantor, Davis LP, Jordan Valley LP, Salt Lake LP, MPT of Layton-Steward Property, LLC, MPT of West Valley City, LLC, MPT of Lehi-Steward, LLC and MPT of West Jordan – Steward Property, LLC.

“**Existing MPT Leases**” means those leases for real property set forth on Schedule 1C.

“**Facilities**” means the Hospitals and all other healthcare facilities leased, managed or operated by any Seller or Seller Affiliate in the State of Utah listed on Exhibit A.

“**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 parties for all purposes as if such calculation or determination had been embodied in a final judgment, no longer subject to appeal, entered by a court of competent jurisdiction.

“**Final Resolution Date**” means the earliest to occur of (a) one hundred twenty (120) days after the Closing Date if the Closing Statement is not timely received by Seller Representative in accordance with Section 2.8 and Seller Representative elects not to deliver a Closing Statement to Buyer, (b) thirty

(30) days after delivery of the Closing Statement if a Post-Closing Notice of Disagreement is not timely received by Buyer or Seller Representative (as the case may be) in accordance with Section 2.8, (c) the date Buyer and Seller Representative 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 or Seller Representative (as the case may be) in accordance with Section 2.8 or (d) the date all disputed matters set forth in a Post-Closing Notice of Disagreement, if timely received by Buyer or Seller Representative (as the case may be) in accordance with Section 2.8, are finally resolved in writing by the Accounting Firm in accordance with Section 2.8.

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

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

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

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

“**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 healthcare self-regulatory organization.

“**Hazardous Materials**” means any substances, materials, chemicals or wastes which are defined as or included in the definition of “hazardous substances”, “hazardous wastes”, “hazardous materials”, “toxic substances”, “pollutants”, “contaminants” or words of similar meaning or effect under any Environmental Law, including any petroleum or refined petroleum products, radioactive materials, medical waste, asbestos or polychlorinated biphenyls.

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

“**Historical Financial Information**” is defined in Section 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.

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

“**HSR Act**” means the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended, and the related regulations and published interpretations.

“**IASIS**” is defined in the preamble 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.

“**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 all applicable foreign or domestic (federal, state or domestic) Laws applicable to the Purchased Assets concerning privacy, security, integrity, accuracy, transmission, storage, processing, of Personal Information (including protected health information), including to the extent applicable to the Purchase Assets, HIPAA, the HITECH Act, the CAN-SPAM Act, the Telephone Consumer Protection Act, the Telemarketing and Consumer Fraud and Abuse Prevention Act, state data breach notification Laws, and state health privacy and information security Laws, the FTC Act 15 U.S.C. §§ 41-58, as amended.

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

“**Information Security Reviews**” is defined in Section 4.12(c).

“**Initial MAAP Repayment**” is defined in Section 6.18.

“**Insurance Policies**” is defined in Section 4.20.

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

“**Intellectual Property Contracts**” means all Assumed Contracts: (a) under which any Seller 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; 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.

“**Interim Billing**” is defined in Section 7.4(a).

“**Inventory**” means all usable inventory and supplies primarily used or held for use in the Business.

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

“**Joint Venture Entities**” is defined in Section 4.4(a).

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

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

“**Knowledge of Buyer**” means the actual knowledge, after reasonable inquiry of his/her direct reports, of [●].

“**Knowledge of Sellers**” means the actual knowledge, after reasonable inquiry of his/her direct reports, of Ralph de la Torre, M.D., Mark Rich, Jacob Frumkin, Brian Dunn and Theresa Mouton. ***[Note to Steward: Discuss knowledge parties to propose. The final APA for the HCA sale included the individuals listed above, plus the following: the regional Ethics and Compliance Officer with oversight over the Hospitals, and each Hospital’s Chief Executive Officer, Chief Financial Officer and Chief Nursing Officer (or, in the case any Hospital does not have an individual with such title, the applicable individual with similar responsibilities as an individual holding such title would have).]***

“**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(a).

“**Leased Real Property**” means the MPT Real Property subject to the Existing MPT Leases, and all other 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 primarily relating to a Facility or primarily used or held for use in, or otherwise primarily relating to, the Business, together with all rights, easements and privileges appertaining or relating to such interest in real property, and all improvements located on such real property.

“**Liability**” means any liability, 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.

“**Losses**” means any and all Liabilities, costs, 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 any lost profits, multiplied damages, diminution of value, consequential damages, special damages, incidental damages, punitive damages or exemplary damages except to the extent awarded in connection with a Third-Party Claim.

“**Maintenance Period**” is defined in Section 7.11.

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

“**Material Adverse Effect**” means any change, fact, circumstance, occurrence, event, effect or condition that, individually or in the aggregate with all other changes, facts, circumstances, occurrences, events, effects or conditions, directly or indirectly, results in, or would reasonably be expected to result in, a material adverse effect on (a) the ability of Sellers to consummate the Contemplated Transactions or (b) the business, condition (financial or otherwise), results of operations, assets or Liabilities of the Business, taken as a whole, except this clause (b) shall exclude any change, fact, circumstance, occurrence, event, effect or condition resulting from (i) changes in general local, domestic, foreign, or international economic, financial, business or political conditions, (ii) changes generally affecting the healthcare industry or markets in which Sellers operate, (iii) losses from operations of the Business that are materially consistent with the historical and projected run rate of the Business, or seasonal fluctuations in the Businesses consistent with prior fiscal years, (iv) any national or international political event or occurrence, including acts of war, sabotage or terrorism, military actions or the escalation thereof, (v) any changes in applicable Laws or accounting rules or principles, including changes in GAAP, or the interpretation or implementation of any of the foregoing, (vi) any action required by this Agreement, (vii) changes or proposed changes to any reimbursement rates or policies of Governmental Authorities that are generally applicable to hospitals or healthcare facilities, (viii) any natural disaster, calamity, pandemic or epidemic (including the COVID-19 pandemic, including the continuation or worsening of the COVID-19 pandemic and any variation or mutation thereof); (ix) any failure, in and of itself, by the Business to meet any internal projections or forecasts (as distinguished from any change, development, or occurrence giving rise or contributing to such failure); (x) any breach of Buyer’s or Buyer Guarantor’s obligations under this Agreement; (xi) the availability or cost of equity, debt or other financing to Buyer or Buyer Guarantor, or (xii) the entry into this Agreement or the announcement, pendency or consummation of the Contemplated Transactions, provided that, in each case of clauses (i), (ii), (iii), (iv), (v), (vii) or (viii), such change, fact, circumstance, occurrence, event, effect or condition does not affect the Business, in a substantially disproportionate manner relative to other Persons operating in the industry in which the Business participates.

“**Material Contracts**” is defined in Section 4.17(a).

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

“**Medicare Interim Payments**” means payments made to the Hospitals on an interim basis under the Medicare program on a bi-weekly pass-thru or interim payment basis.

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

“**MPT**” means MPT Operating Partnership, L.P.

“**MPT Real Property**” means those properties primarily relating to the Facilities that are currently the subject of the Existing MPT Leases and will be the subject of the New MPT Leases.

“**Net Working Capital**” means, as of immediately prior to the Effective Time, (a) the current assets of the Business included in the line items set forth on Schedule 1D as of such time, but only to the extent acquired as a Purchased Asset pursuant to and in accordance with the terms of this Agreement, minus (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 1D as of such time, but only to the extent assumed as an Assumed Liability pursuant to and in accordance with the terms of this Agreement, in each case, calculated in accordance with the same methodologies used by Sellers in preparing the Reference Balance Sheet, as applied to calculate the example set forth on Schedule 1D; 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 1D. **[Note to Steward: Please confirm the definition of Net Working Capital and Accounting Principles.]**

“**New MPT Leases**” means those leases attached hereto as Exhibit B, duly executed by MPT and/or its Affiliates and Buyer or one or more of Buyer’s Affiliates effecting, conditional upon Closing and effective upon the Effective Time, the lease arrangements by MPT and/or its Affiliates to Buyer or one or more of Buyer’s Affiliates of the real property described therein.

“**Non-Claims Based Payment Notice**” is defined in Section 7.6(d).

“**Non-DRG Transition Patients**” is defined in Section 7.4(b).

“**Non-Interim Billing Transition Patients**” is defined in Section 7.4(b).

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

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

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

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

“**Owned Intellectual Property**” means any and all Intellectual Property, to the extent primarily used or held for use in, or otherwise primarily relating to, the Business, that is owned by any Seller or Seller Affiliate and that is included in the Transferred Intellectual Property (excluding any Intellectual Property that constitute Excluded Assets).

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

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

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

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

“Payor Agreement” means any Contract between any Seller 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.

“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 any Encumbrances relating to (a) zoning and building laws, ordinances, resolutions and regulations, (b) Taxes, assessments and governmental charges or levies not due and payable on or before the Effective Time, (c) the Assumed Capital Leases, (d) non-exclusive licenses to Intellectual Property granted in the ordinary course of business, (d) the Third-Party Leases, (e) mechanic’s, material man’s and similar statutory Encumbrances for sums not yet due and payable on or before the Effective Time, and (f) any matters arising as a result of the acts or omissions of Buyer or any of its Affiliates, agents, employees, contractors or representatives. 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 relating to or reasonably capable of being associated with an identified or identifiable individual (including protected health information), including any personally identifiable data (e.g., name, address, phone number, email address, financial account number, payment card data, government issued identifier, and health or medical information).

“Personal Property” means all of Sellers’ right, title and interest in tangible personal property primarily used or held for use in, or otherwise primarily relating to, the Business, including all equipment, medical devices, medical and office supplies, diagnostic equipment, computer hardware and data processing equipment, furniture, fixtures, machinery, vehicles, office furnishings, instruments, leasehold improvements, telephones, telephone numbers, keys, security access cards and other tangible personal property primarily used or held for use in, or otherwise primarily 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.

“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.

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

“Plan” is defined in Section 4.22(a).

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

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

“Practitioner” or **“Practitioners”** is defined in Section 4.6.

“Prepaid Expenses” means all prepaid expenses made with respect to the Business.

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

“Private Cost-Based Programs” means a Private Program that settles on a cost report basis.

“Private Program” is defined in Section 4.9(a).

“Proceeding” means any action, arbitration, charge, claim, complaint, demand, dispute, audit, litigation, proceeding, search warrant, civil investigative demand, subpoena, qui tam action, suit (whether civil, criminal, administrative, judicial, or investigative) commenced, brought, conducted, or heard by or before any (a) Governmental Authority, (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, other than routine billing claims and disputes, routine audits, routine post-payment reviews and scheduled surveys.

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

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

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

“Purchase Price” is defined in Section 2.5.

“Purchased Assets” is defined in Section 2.1.

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

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

“**Release**” means any spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, or disposing into the environment of any Hazardous Materials.

“**Relief Fund Payment Terms and Conditions**” means the terms and conditions established by the Department of Health and Human Services or the applicable Governmental Authority for the receipt of funds from the Provider Relief Fund or any CARES Act, Paycheck Protection Program Act or other COVID-19 grant, payment, distribution, or other relief program and all related guidance promulgated thereunder.

“**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.

“**Restricted Area**” means the State of Utah.

“**Restricted Business**” means the business of operating any healthcare facility that derives more than 15% of its revenue from the operation of an acute care hospital or long term acute care hospital within the Restricted Area (but excluding tele-medicine or other remote platforms to the extent serving individuals whose primary residence is outside of the Restricted Area). ***[Note to Steward: Discuss scope of definition, which is used for the non-compete.]***

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

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

“**Retained Employees**” means those employees of Sellers and their Affiliates listed on Schedule []. ***[Note to Steward: Discuss whether we will want to retain any employees at the Facilities or who primarily provide services to the Facilities.]***

“**Retirement Plan**” is defined in Section 4.24(b).

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

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

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

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

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

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

“**Seller Cost Reports**” is defined in Section 7.5(a).

“**Seller Employees**” means, except for the Retained Employees, the employees of any Seller or Seller Affiliate who (a) work primarily at the Facilities, including employees who are on approved leaves of absence, or (b) otherwise primarily provide services to the Business during the majority of their business time.

“**Seller Fundamental Representations**” means, collectively, the representations and warranties set forth in Section 4.1 (Organization; Capacity), Section 4.2 (other than 4.2(a)(iii)(1)) (Authority; Non-contravention; Binding Agreement), Section 4.3(a) (Title to Assets), Section 4.25 (Taxes), and Section 4.29 (Brokers and Finders).

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

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

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

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

“**Seller Representative**” means Steward Health Care System LLC, solely in its capacity as Seller Representative.

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

“**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) and Section 4.13 (Compliance Program).

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

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

“**Sellers’ Billing Information**” is defined in Section 7.8.

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

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

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

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

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

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

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

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

“**Surveys**” is defined in Section 6.5(b).

“**Survival Expiration Date**” is defined in Section 10.8.

“**Tail Policies**” is defined in Section 6.16.

“**Target Working Capital**” means an amount equal to \$[●]. *[Note to Steward: Discuss whether to propose a target.]*

“**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, 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, and (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.

“**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).

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

“**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 Leased Real Property, together with any amendments, supplements, exhibits, addenda and modification thereto.

“**Title Company**” means [●].

“**Title Policy**” is defined in Section 6.5(a).

“**Trade Secrets**” means, with respect to the Business, trade secrets and confidential and proprietary information, including ideas, research and development information, know-how, formulas, compositions, technical data, designs, drawings, specifications, research records, records of inventions, test information, financial, marketing and business data, customer and supplier lists and information, pricing and cost information, business and marketing plans and proposals that, in each case, derive

independent economic value, actual or potential, from not being generally known or readily ascertainable by others.

“**Trademark Assignment Agreement**” is defined in Section 3.2(e).

“**Trademarks**” means, with respect to the Business, trademarks, service marks, trade names (including fictitious, assumed and d/b/a names), slogans, or logos; registrations, renewals, applications for registration of the foregoing; and the goodwill of the business associated with each of the foregoing.

“**Transaction Documents**” means this Agreement, the Bill of Sale, the Assignment and Assumption Agreement, the Lease Assignments, the New MPT Leases, the Existing MPT Lease Termination Agreement, the Power of Attorney, the Trademark Assignment Agreement, and the Transition Services Agreement.

“**Transfer Taxes**” means any real property transfer, sales, use, documentary, transfer, value added, stock transfer, and stamp Taxes, any transfer, recording, registration, and other fees, and any similar Taxes imposed on the Contemplated Transactions.

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

“**Transferred Information Technology Systems**” means any and all Information Technology Systems that are primarily used or held for use in, or otherwise primarily relating to, the Business and that are owned (or purported to be owned) or leased by or licensed to any Seller or Seller Affiliate, in each case, other than any Information Technology Systems included in the definition of Excluded Assets.

“**Transferred Intellectual Property**” means any and all Owned Intellectual Property, or Intellectual Property licensed to any Seller or Seller Affiliate under an Assumed Contract, in each case, other than any Intellectual Property included in the definition of Excluded Assets.

“**Transferred Interests**” is defined in Section 4.4(a).

“**Transition Patients**” is defined in Section 7.4.

“**Transition Patient Services**” means the rendering of services and provision of medicine, drugs and supplies by the Hospitals to Transition Patients whose care is reimbursed by any Government Program or Private Program.

“**Transition Services Agreement**” is defined in Section 3.2(g).

“**WARN Act**” means the Worker Adjustment and Retraining Notification Act, 29 U.S.C. §§ 2101, *et seq.*

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 nonexclusive examples solely for the purpose of illustration and without the intention of limiting the text preceding such lists or examples;

(h) references to time are references to 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 Liabilities, 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, Sellers or their respective Representatives have made the document or information in question available to Buyer and its employees and Representatives at least one (1) Business Day prior to the date hereof by posting a copy thereof to the virtual data rooms titled “[●]” hosted by [●];

(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;
and

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

2. SALE OF ASSETS AND CERTAIN RELATED MATTERS.

Sale of Purchased Assets. On the terms and subject to the conditions set forth in this Agreement, at the Closing and effective as of the Effective Time, each Seller shall sell, assign, convey, transfer, and deliver to Buyer, and Buyer shall purchase, acquire, and accept, all of such Seller's right, title and interest 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, owned or leased by a Seller and primarily used or held for use in the operation of, or otherwise primarily relating to, the Business (in each case other than the Excluded Assets), including the following items:

(a) leasehold title to the Leased Real Property and all other interests of Sellers in all Tenant Leases (except for the Existing MPT Leases, for which Buyer will enter into the New MPT Leases) and Third-Party Leases;

(b) all Personal Property;

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

(d) all Prepaid Expenses;

(e) 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 primarily maintained in connection with the Business, to the extent transferable by Law; provided, that Sellers and their Affiliates may retain copies of any such records that they are required by Law to retain;

(f) the Books and Records; provided, that Sellers and their Affiliates may retain copies of any such Books and Records that they are required by Law to retain;

(g) all of the interests of Sellers or any Seller Affiliate in the Contracts of Sellers or any Seller Affiliate that primarily relate to the operation of the Business (collectively, the "**Assumed Contracts**"), including the Contracts listed on Schedule 2.1(g); *provided*, that the Assumed Contracts shall not include any Contracts that are designated as Excluded Contracts;

(h) 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, have been obtained by or issued to or on behalf of any Seller (including any such Permits, Approvals or accreditations that are pending) and, in each case primarily used or held for use in, or otherwise primarily relating to, the Business or the Purchased Assets;

(i) all Transferred Intellectual Property, including the Trademarks and Domain Names set forth on Schedule 2.1(i);

(j) all Transferred Information Technology Systems;

(k) all right, title and interest of any Seller and any Seller Affiliate to use of the names set forth on Schedule 2.1(k) (the "**Restricted Names**");

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

(m) to the extent assignable, Sellers' Government Program provider agreements and provider numbers and related national provider identifiers ("**NPIs**");

(n) all Credentialing and Medical Staff Records;

(o) Sellers' goodwill primarily associated with, or primarily relating to the Business and any other Purchased Assets;

(p) any insurance proceeds arising in connection with damage to the Purchased Assets occurring prior to the Effective Time, to the extent not expended on the repair or restoration of the Purchased Assets prior to the Effective Time and that do not primarily relate to an Excluded Asset or Excluded Liability;

(q) the Transferred Interests; and

(r) to the extent not included in any of the foregoing, (i) any assets included in the determination of Closing Working Capital (including the Accounts Receivable), (ii) any assets (other than the Excluded Assets) purchased or otherwise acquired by any Seller or any Seller Affiliate since the Balance Sheet Date that are not reflected on the Reference Balance Sheet but that are primarily used or held for use in, or otherwise primarily 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 primarily used or held for use in, or otherwise relating to the Business, whether or not scheduled or described herein.

Excluded Assets. Notwithstanding anything herein to the contrary, the following assets, properties, rights, and interests of every description, wherever situated and of whatever kind and nature, whether real, personal or mixed, tangible or intangible, of Sellers and Seller Affiliates 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, and all cash and cash equivalents, securities (other than the Transferred Interests), investments, endorsements, charitable contributions, deferred gifts, endowment funds and other similar charitable interests, bond funds and other funds created by bond indentures, research rights and non-assumable prepaid expenses or any other current assets not included in the definition or final calculation of Closing Working Capital;

(b) all insurance policies, and all related premiums and refunds relating thereto (other than as expressly set forth in Section 2.1(p));

(c) all Plans (other than any Plan that is an Assumed Contract) 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, except in connection with any Transferred Interests;

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

(f) any records that by Law any Seller or Seller Affiliate 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) the Excluded Contracts, including any Contracts that (i) primarily relate to the Excluded Liabilities or the Excluded Assets, (ii) do not primarily relate to the Business, the Purchased Assets or the Facilities, (iii) are multi-hospital Contracts in which one or more of Seller's or any of its Affiliates' other hospitals or health facilities participate that is not a Facility, or (iv) are system-wide Contracts of any Seller or any of its Affiliates which are accessible to the Business by virtue of the Business being owned by a Seller or any of its Affiliates that is not a Facility, as applicable, and (v) those Contracts set forth on Schedule 2.2(g);

(h) all rights to refunds, rebates or prepayment of Taxes related to the Business, Facilities or the Purchased Assets for periods (and portions thereof) ending immediately prior to the Effective Time, and all other Tax assets;

(i) all rights to receipts (i) relating to the Seller Cost Reports with respect to time periods prior to the Effective Time pursuant to the auditing and settlement of the Seller Cost Reports, including settlements and retroactive adjustments (collectively, "**Cost Report Settlements**"), or (ii) that result from any Seller's or any Seller Affiliate's pursuit of one or more appeals pertaining to Government Programs or Private Programs with respect to time periods prior to the Effective Time;

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

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

(l) any claims of any Seller or any Seller Affiliate against (i) third parties to the extent that such claims relate to the Excluded Assets or the Excluded Liabilities or (ii) Cerner Corporation or any of its Affiliates;

(m) any restricted funds of any Seller or any Seller Affiliate primarily used or held for use in, or otherwise primarily relating to, the Business or the Purchased Assets, but that are not capable of being transferred to Buyer and any gift documentation, agreements and obligations related thereto;

(n) any all intercompany receivables between any Seller and any of its Affiliates, and any claims, causes of action, choses in action, rights of recovery, rights of set off and rights of recoupment of Sellers and their Affiliates, and any payments, awards or other proceeds resulting therefrom;

(o) any trustee held bond reserve funds;

(p) assets held to fund, or relating to, Excluded Liabilities;

(q) all Medicare Accelerated and Advance Payments and COVID-19 Funds;

(r) all writings and other items that are protected from discovery by the attorney-client privilege, the attorney work product doctrine or any other cognizable privilege or protection;

(s) all documents, records, correspondence, work papers and other documents relating to the Seller Cost Reports, Cost Report Settlements or other Excluded Assets;

(t) those assets, properties, rights, and interests of every description, wherever situated and of whatever kind and nature, whether real, personal or mixed, tangible or intangible, specifically identified on Schedule 2.2(t);

(u) any (i) Trademarks not primarily used or held for use in, or otherwise primarily relating to, the Business, (ii) Trademarks or Domain Names that contain the name “Steward Health Care System,” “Steward Health,” “IASIS,” or “Steward” (as well as all abbreviations, variations or derivations thereof, including any world-wide web address containing “iasis” or “steward”), any promotional material, educational material, signage, stationery, supplies or other items of inventory bearing such names or Trademark, or any marks, trade dress, logos, or symbols or abbreviations, variations or derivations thereof, and any URLs, sites, blogs or pages hosted on any Seller or Seller Affiliate system websites, including associated content embodied within the foregoing, (iii) any Intellectual Property made available to Buyer or its Affiliates following the Closing pursuant to the Transition Services Agreement, or (iv) any other Intellectual Property not primarily used or held for use in, or otherwise primarily related to the Business;

(v) any (i) Information Technology Systems, Software, hardware or data processing equipment, data processing system manuals and licensed Software materials that are not (A) in the case of tangible assets, located at a Facility or, in the case of Software, manuals and materials in electronic format, and other intangible assets, residing on hardware located at a Facility or (B) primarily used or held for use in, or otherwise primarily relating to, the Business or (ii) proprietary Software, data processing programs or source code of any Seller or any of the Seller Affiliates used or held for use in the operation of one or more of any Seller’s or any Seller Affiliates’ hospitals other than the Business;

(w) any proprietary manuals, marketing materials, policy and procedure manuals, standard operating procedures and marketing brochures, data and studies or analyses of any Seller or any of its Affiliates, including those set forth on Schedule 2.2(w); and

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

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

(z) any research rights, non-assumable prepaid expenses or other current asset line items, including in each case, those set forth on part 2 of Schedule 1D and not included in the definition or final calculation of Closing Working Capital; and

(aa) any other asset, property, right or interest of any description, wherever situated or of whatever kind or nature, whether real, personal or mixed, tangible or intangible, that is not primarily used or held for use in, or primarily related to, the Business.

Assumed Liabilities. On the terms and subject to the conditions set forth in this Agreement, Buyer shall assume at the Closing and effective as of the Effective Time only the following Liabilities of Sellers and Seller Affiliates (collectively, the “**Assumed Liabilities**”):

(a) all Liabilities as of immediately prior to the Effective Time in respect of the Assumed Paid Time Off, but only to the extent that the amount of such Liabilities is 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 (i) 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 (ii) any failure to perform, improper performance, breach of warranty, or other breach, default, or violation by any Seller as of or prior to the Effective Time;

(c) all Liabilities arising out of the use, ownership or operation of the Business, the Purchased Assets or the Facilities first arising after the Effective Time;

(d) all Liabilities for any Taxes specifically allocated to Buyer pursuant to this Agreement;

(e) the Assumed Indebtedness, as reflected in the Closing Statement as finally determined pursuant to Section 2.8; and

(f) all other Liabilities included in the calculation of Closing Working Capital, as reflected in the Closing Statement as finally determined pursuant to Section 2.8.

Buyer shall, and shall cause its Affiliates to, pay, perform and discharge all Assumed Liabilities which any of them is obligated to pay, perform or discharge when such Assumed Liabilities become due and payable.

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, Facilities 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.

Purchase Price; Adjustments. Subject to the terms and conditions hereof, the aggregate consideration to be paid at the Closing by Buyer for the Purchased Assets shall be (a) an amount equal to (i) \$[•], 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 and other provisions of this Agreement.

Delivery of Estimated Closing Statement. Seller Representative 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 (the “**Estimated Closing Statement**”) setting forth 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 1D, (b) good faith written estimate of the Assumed Indebtedness (the “**Estimated Assumed Indebtedness**”), calculated using the same accounting principles, methodologies, policies, and practices used in the example calculation of Assumed Indebtedness as of the Balance Sheet Date set forth on Schedule 1D, and (c) a 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**”). Seller Representative will consider any potential adjustments to the Estimated Closing Statement or the Estimated Purchase Price raised in good faith by Buyer in writing prior to the Closing, and Seller Representative will make any corresponding changes to the Estimated Closing Statement or the Estimated Purchase Price that Seller Representative, in its sole discretion, deems appropriate based on Buyer’s proposed adjustments; provided, however, that in no event shall the Closing be delayed in any manner in connection with Buyer’s review of the Estimated Closing Statement or the Estimated Purchase Price or any actual or proposed adjustments or changes or otherwise in connection with this process (including as a result of Seller Representative’s modification (if any) of, or refusal to modify, the Estimated Closing Statement or the Estimated Purchase Price, or any disagreement about whether or not Seller Representative should modify the Estimated Closing Statement or the Estimated Purchase Price).

Closing Date Payments. At the Closing, Buyer shall make the following payments:

(a) on Seller’s behalf, by wire transfer of immediately available funds to the bank account designated by Seller Representative in the Estimated Closing Statement, an amount equal to (i) the Estimated Purchase Price, minus (ii) any amounts paid pursuant to Section 2.7(b); and

(b) to 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(m) (if any).

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 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 1D, (ii) the actual amount of the Assumed Indebtedness, calculated using the same accounting principles, methodologies, policies, and practices used in the example calculation of Assumed Indebtedness as of the Balance Sheet Date set forth on Schedule 1D, and (iii) the Purchase Price in accordance with Section 2.5 resulting from such actual amount of Closing Working Capital and Assumed Indebtedness. If Buyer does not deliver the Closing Statement to Seller Representative within one hundred twenty (120) days after the Closing Date, then, at the election of Seller Representative (acting in its sole discretion), either (A) Seller Representative may prepare and present the Closing Statement within an additional thirty (30) days thereafter or (B) the Estimated Closing Statement will be deemed to be the final Closing Statement in accordance with this Section 2.8. If Seller Representative elects to prepare the Closing Statement in accordance with the immediately preceding sentence, then all subsequent references in Section 2.8(b) and (c) to Buyer, on the one hand, and Seller Representative, on the other hand, will be deemed to be references to Seller Representative, on the one hand, and Buyer, on the other hand, respectively. 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 accountants reasonable access, during normal business hours and upon reasonable notice, (i) to review the financial books and records of Buyer to the extent related to the Closing Statement, including any of Buyer’s accountants’ work papers related to the calculation of amounts in the Closing Statement (subject to the execution of any access letters that such accountants may reasonably require in connection with the review of such work papers), and (ii) to the employees and

other Representatives of Buyer who were responsible for the preparation of the Closing Statement to respond to questions relating to the preparation of the Closing Statement and the calculation of the items thereon, in each case solely to allow 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 accountants 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 Representative disagrees with any of Buyer's calculations set forth in the Closing Statement, Seller Representative may, within thirty (30) days after delivery of the Closing Statement, deliver a written notice of their disagreement (a "**Post-Closing Notice of Disagreement**") to Buyer disagreeing with such calculations; provided, however, that such Post-Closing Notice of Disagreement shall include only objections based on whether (A) the amounts set forth on the Closing Statement were prepared in a manner consistent with the provisions of this Agreement or (B) there were mathematical errors in the computation of any amount set forth on the Closing Statement. Such Post-Closing Notice of Disagreement shall specify those items or amounts with which Seller Representative disagrees, 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 thirty (30) day period, then the amounts set forth in the Closing Statement shall become Final and Binding.

(c) If a Post-Closing Notice of Disagreement is received by Buyer on or prior to the thirtieth (30th) day following Buyer's delivery of the Closing Statement, then Buyer and 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; provided, however, that any discussions relating thereto shall be governed by Rule 408 of the Federal Rules of Evidence and any applicable similar state rule(s), and evidence of such discussions shall not be admissible in any future Proceedings between Buyer and Sellers. If Buyer and 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 Tohmatsu Limited~~], or if [~~Deloitte Touche Tohmatsu~~] Limited 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, 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 within five (5) Business Days after the Final Resolution Date, Buyer shall be paid, via wire transfer of immediately available funds to an account designated in writing by Buyer, an amount equal to the Closing Payment Shortfall Amount from Sellers and Seller Guarantor on a joint and several basis.

(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 and Buyer Guarantor shall, on a joint and several basis, 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.

Proration. 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 any Seller or Seller Affiliate 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 and that relate, in whole or in part, to periods prior to the Effective Time, in each case, with respect to (A) the Assumed Contracts (including the Tenant Leases, except for the MPT Leases) 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.

Withholding Rights. Without limiting any other provision of this Agreement, the Buyer shall be entitled to deduct and withhold from any consideration otherwise payable to any other Person pursuant to this Agreement or any other Transaction Document such amounts as is required to deduct and withhold with respect to the making of such payment under the Code, or any other provision of applicable Tax Law; provided, however, that if Buyer reasonably determines that an amount is required to be deducted and withheld with respect to any amounts payable by Buyer following the Closing, Buyer shall provide Seller Representative with advance written notice (and in any event no less than five (5) Business Days in

advance of deducting or withholding such amounts) of its intent to deduct and withhold and shall cooperate with Sellers in good faith to obtain reduction of or relief from such deduction or withholding as permitted under applicable Tax Law. To the extent that such amounts are so withheld, 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.

Physical Inventory.

(a) Within the five (5)-day period preceding the Closing Date, Sellers will perform and complete a physical inventory in a manner consistent with its past practice to verify the levels and amounts of the Inventory. Seller Representative 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, Seller Representative 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 2.11. Prior to the Closing Date, Sellers shall remove items of Inventory from the Hospitals 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.

(b) The Parties acknowledge that the results of the physical inventory to be taken pursuant to this Section 2.11 may not be available until after the Closing Date. Accordingly, the Parties agree that, if the results of such physical inventory are not available as of the Closing Date, then, for purposes of determining the Estimated Working Capital, Inventory shall be calculated based on the latest available unaudited balance sheets of the Business and such amount shall be set forth in the Estimated Closing Statement. For purposes of determining the Closing Working Capital, Inventory shall be valued as determined pursuant to Section 2.11(a) (whether such results of the physical inventory is completed before or after the Closing) and such amount determined shall be set forth in the Closing Statement and not subject to any further adjustment (including pursuant to Section 2.8).

3. CLOSING.

Closing. Subject to the terms and conditions of this Agreement, the consummation of the Contemplated Transactions (the "**Closing**") shall take place electronically on (a) the last Business 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 (b) on such other date 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 or waived at least five (5) Business Days prior to the last Business Day of the month. Unless otherwise agreed in writing by the Parties, the Closing shall be effective for financial, tax, and accounting purposes as of 12:00:01 a.m. local time on the first day of the calendar month immediately following the calendar month in which the Closing Date occurs (the "**Effective Time**"). For the avoidance of doubt, all calculations of all components of Net Working Capital determined as of the Effective Time shall not consider the effects of the consummation of the Contemplated Transactions.

Deliveries of Sellers at the Closing. At the Closing and unless otherwise waived in writing by

Buyer, Seller Representative shall deliver to Buyer, or shall cause the appropriate Person to deliver to Buyer, the following:

(a) with respect to each Tenant Lease (other than the Existing MPT Leases) or Third-Party Lease, an assignment of such Tenant Lease or Third-Party Lease, substantially in the form attached hereto as Exhibit C (each, a “**Lease Assignment**”), duly executed by the appropriate Seller;

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

(c) an assignment and assumption agreement, substantially in the form attached hereto as Exhibit E (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;

(d) one or more power of attorneys, substantially in the form attached hereto as Exhibit F (each a “**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;

(e) a confirmatory trademark assignment agreement, substantially in the form attached hereto as Exhibit G (the “**Trademark Assignment Agreement**”), duly executed by the appropriate Sellers;

(f) copies of resolutions duly adopted by the boards of directors or boards of managers, as applicable, of each Seller and Seller Guarantor authorizing and approving each Seller’s and Seller Guarantor’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 and Seller Guarantor;

(g) a transition services agreement, substantially in the form attached hereto as Exhibit H (the “**Transition Services Agreement**”), duly executed by the appropriate Sellers or Seller Affiliates, as applicable;

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

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

(j) certificates of existence and good standing of each Seller from its jurisdiction of formation or organization, each dated within ten (10) days prior to the Closing Date;

(k) a (i) non-foreign affidavit of each Seller, dated as of the Closing Date, sworn under penalty of perjury and substantially in the form attached hereto as Exhibit I, stating that each such Seller (or owner, if applicable) is not a “foreign person” as defined in Section 1445 of the Code and (ii) an IRS Form W-9 in the form most recently published by the IRS and authorized for use to evidence that no withholding is required under Section 1446(f) of the Code;

(l) with respect to the Personal Property, a recent UCC lien search dated no more than ten (10) days prior to the Closing Date showing no Encumbrances on any Personal Property, except for Permitted Encumbrances and Encumbrances that shall be released at or prior to the Closing;

(m) 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 to evidence the satisfaction and termination of all indebtedness for borrowed money of Sellers or their Affiliates by which the Business or the Purchased Assets may be bound or affected following the Closing and a release of all Encumbrances (other than Permitted Encumbrances) on the Business or the Purchased Assets;

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

(o) applications or amendments for filing in appropriate form to abandon or change each of the Restricted Names; and

(p) an assignment of the Transferred Interests, substantially in the form attached hereto as Exhibit J.

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

(a) Evidence of the wire 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 Trademark Assignment Agreement, duly executed by Buyer;

(f) The Transition Services Agreement, duly executed by Buyer;

(g) Copies of resolutions duly adopted by the board of **[managers/directors]** of Buyer and the board of **[managers/directors]** of Buyer Guarantor, authorizing and approving Buyer's and Buyer Guarantor's performance of the Contemplated Transactions and the execution and delivery of this Agreement and the other Transaction Documents, certified as true and in full force and effect as of the Closing Date by an appropriate officer of each of Buyer and Buyer Guarantor;

(h) A certificate, dated, as of the Closing Date, of Buyer and Buyer Guarantor certifying that the conditions set forth in Section 9.1, Section 9.2 and Section 9.6 have been satisfied;

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

(j) A certificate of existence or good standing of Buyer from the State of Delaware, dated within ten (10) days prior to the Closing.

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 reasonable documents, conveyances, notices, assumptions, releases and acquittances and such other reasonable instruments, and shall take such further reasonable actions, as may be reasonably necessary or appropriate

to effectuate this Agreement and consummate the transactions contemplated hereby, including to assure fully to Buyer, its Affiliates and their respective successors or assigns, all of the properties, rights, titles, interests, estates, remedies, powers and privileges relating to the Purchased Assets intended to be conveyed to Buyer 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 confirm, consummate or otherwise make effective the Contemplated Transactions. Sellers also shall reasonably furnish Buyer with such reasonable information and documents in any Seller's possession or under any Seller's control, as will enable Buyer to prosecute any and all petitions, applications, claims and demands relating to or constituting a part of the Purchased Assets.

Seller Representative.

(a) Each Seller hereby irrevocably appoints Seller Representative as its representative, agent, proxy, and attorney in fact (coupled with an interest) for all purposes under this Agreement. Such agency and proxy are coupled with an interest, are therefore irrevocable without the consent of Seller Representative and shall survive the death, incapacity, bankruptcy, dissolution or liquidation of each Seller. All decisions and actions by Seller Representative pursuant to this Agreement 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 Buyer is entitled to rely on the understanding that any actions, statements or representations taken or made by Seller Representative are taken or made on behalf of all of the Sellers, 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.

4. REPRESENTATIONS AND WARRANTIES OF SELLERS AND SELLER GUARANTOR.

Sellers and Seller Guarantor 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 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); *provided, however*, that notwithstanding anything to the contrary in this Agreement, the statements contained in this Article 4 are only made with respect to the Business, the Facilities, the Purchased Assets and the Assumed Liabilities, as applicable, and nothing in this Article 4 shall be construed to pertain to any assets, liabilities, entities or businesses other than the Business, the Facilities, the Purchased Assets or the Assumed Liabilities, as applicable.

Organization; Capacity. Each Seller and Seller Guarantor is a corporation, limited liability company or other entity, duly organized, validly existing and in good standing under the Laws of its jurisdiction of formation or organization, which entity type and jurisdiction for each such Seller and Seller Guarantor are as set forth on Schedule 4.1. Each Seller and Seller Guarantor is duly authorized, qualified to do business and in good standing under all applicable Laws of any jurisdictions (domestic and foreign) in which the character or the location of the assets owned or leased by it or the nature of the business conducted by it requires such authorization or qualification, except as would not reasonably be expected to have a Material Adverse Effect. The execution and delivery by each Seller and Seller Guarantor of this Agreement and the other Transaction Documents to which it is or will become a party, as applicable, the performance by each such Seller and Seller Guarantor of its obligations under this Agreement and the other Transaction Documents to which it is or will become a party and the consummation by each Seller and Seller Guarantor of the Contemplated Transactions to which it is a party have been authorized and approved by all necessary corporate, limited liability company or other similar actions, as applicable, on

the part of each Seller and Seller Guarantor, none of which actions has been modified or rescinded and all of which actions remain in full force and effect.

Authority; Non-contravention; Binding Agreement.

(a) Except as set forth on Schedule 4.2(a), the execution, delivery and performance by each Seller and Seller Guarantor 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 and Seller Guarantor of the Contemplated Transactions, as applicable:

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

(ii) do not and will not require any Approval of, filing or registration with, the issuance of any Permit by, or any other action to be taken by, any Governmental Authority to be made or sought by any Seller or Seller Guarantor; and

(iii) 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 (1) any Material Contract, or Permit or Approval applicable to any of the Purchased Assets or (2) any Order or Law applicable to any of the Purchased Assets or to which any Seller or Seller Guarantor may be subject, except in each case, as would not reasonably be expected to have a Material Adverse Effect.

(b) This Agreement and the other Transaction Documents to which any Seller or Seller Guarantor is or will become a party are and will constitute the valid and legally binding obligations of such Seller or Seller Guarantor and, assuming the due authorization and execution thereof by Buyer and Buyer Guarantor, 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.

Title to Assets; Sufficiency and Condition of Assets.

(a) Sellers own and hold, or will own and hold at Closing, good and marketable title to, have valid and subsisting leasehold interests in, or otherwise have the right to use, pursuant to a license or similar contractual arrangement, all of the Purchased Assets, free and clear of all Encumbrances other than (i) as set forth on Schedule 4.3(a), (ii) the Permitted Encumbrances and (iii) Encumbrances to be released on or prior to Closing. At the Closing, Sellers will convey to Buyer, and Buyer will acquire, good and marketable title to, or valid and subsisting leasehold interests in or rights to use, the Purchased Assets, free and clear of all Encumbrances, other than as set forth on Schedule 4.3(a) and the Permitted Encumbrances.

(b) There are no outstanding rights (including any right of first refusal or right of first offer), options, or Contracts giving any Person any current or future right to require any Seller to sell or transfer to such Person or to any third party any interest in any of the Purchased Assets. The Purchased Assets (together with the Excluded Assets) constitute substantially all of the assets used in the operation of the Business in the manner in which it is currently conducted. To the Sellers' Knowledge, 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. All tangible Purchased Assets are in good operating condition and repair, ordinary wear and tear excepted, and are adequate for the uses to which they are being put prior to Closing, and none of the tangible Purchased Assets is in need of maintenance or repairs, except for ordinary, routine maintenance and repairs.

Transferred Interests.

(a) Schedule 4.4(a) sets forth an accurate and complete list of all equity, membership or similar interests or any interest convertible into or exchangeable therefor (collectively, the “**Transferred Interests**”) held by any Seller in Mountain Medical Imaging, L.C., a Utah limited liability company (“**MMI**”), After Hours Medical, LLC, a Utah limited liability company (“**AHM**”), or Southridge Professional Plaza, LLC, a Utah limited liability company (“**SPP**”) (collectively, the “**Joint Ventures**”). Other than the Transferred Interests, the Purchased Assets do not include any ownership interests, partnership interests, membership interests or capital stock held by Sellers in any Person. Schedule 4.4(a) identifies as to the Transferred Interests: (i) the name of the entity, type of organization of the entity (e.g., corporation, limited partnership, limited liability company, etc.) and the state of such entity’s organization; (ii) the type of interest to be transferred (e.g., membership, partnership, stock, etc.); and (iii) the ownership percentage of such interest held by the applicable Seller as compared to the total outstanding interests in such entity.

(b) Except as set forth on Schedule 4.4(a), Sellers own and hold good and beneficial interest in and to the Transferred Interests, free and clear of all Encumbrances, other than Permitted Encumbrances, restrictions, rights of first refusal, voting trusts, voting agreements, buy/sell agreements, preemptive rights or any other interest except as set forth in the governing documents of the Joint Ventures. The Transferred Interests have been duly authorized and are validly issued fully paid and non-assessable.

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) unaudited 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, 2022 and September 30, 2021; **[Note to Steward: Confirm whether this is accurate.]**

(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 [●]-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 in all material respects the consolidated financial position of the Business as of the respective dates thereof and the consolidated results of the operations of the Business and changes in financial position for the respective periods covered thereby. The consolidated financial statements

included in the Historical Financial Information have been prepared in accordance with GAAP, applied on a consistent basis throughout the periods indicated (subject, in the case of the unaudited Historical Financial Information, to the absence of notes and normal year-end audit adjustments, the effect of which is not material, individually or in the aggregate), and are based in all material respects on the Books and Records of Sellers. Except as set forth on Schedule 4.5(b), no Seller has changed in any material respect any accounting policy or methodology during the periods presented in the Historical Financial Information (including the accounting policies and methodologies for determining the obsolescence of Inventory or in calculating reserves, including reserves for uncollected Accounts Receivable).

Permits and Approvals. Each Facility is duly licensed in accordance with applicable Law by the appropriate Governmental Authority as set forth on Schedule 4.6, which sets forth the type of licensed facility, the license number, and, for each Hospital, the number of licensed beds at such Hospital. The pharmacies, laboratories, and all other ancillary departments or services located at any Facility or owned or operated by any Seller for the benefit of any Facility 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 Governmental Authority 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. The Permits and Approvals set forth on Schedule 4.6 constitute all Governmental Authority Permits and Approvals necessary for Sellers to own and operate the Facilities and the Purchased Assets and to carry on the Business as currently, except where the failure to have or obtain a Permit or Approval would not reasonably be expected, either individually or in the aggregate, to have a Material Adverse Effect. Sellers have provided accurate and complete copies to Buyer of each Permit and Approval set forth on Schedule 4.6. To the Knowledge of Sellers, each of the Physicians and other licensed professional providers who provide services to the Business (each, a “**Practitioner**”, and collectively, the “**Practitioners**”) is in possession of all Permits and Governmental Authority Approvals necessary for his or her performance of such services. Sellers, the Facilities, and to the Knowledge of Sellers, the Practitioners, as applicable, are, and at all times in the past two (2) years from the date hereof have been, in compliance in all material respects with the terms of such Permits and Governmental Authority Approvals, and there are no provisions in, or agreements relating to, any such 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. 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 held by any Facility, or to the Knowledge of Sellers, any Practitioner, and all such Permits and Governmental Authority Approvals are now, and as of the Closing Date shall be, unrestricted, in good standing, in full force and effect and not subject to meritorious challenge, except where the failure to have or obtain such Permit or Governmental Authority Approval would not reasonably be expected, either individually or in the aggregate, to have a Material Adverse Effect. To the Knowledge of Sellers, no event has occurred and no facts exist with respect to any such Permits or Approvals that allow, or after notice or the lapse of time or both, would allow the suspension, revocation, or termination of any such Permits or Approvals, or would result in any other impairment in the rights of any holder thereof, except where the failure to have or obtain such Permit or Approval would not reasonably be expected, either individually or in the aggregate, to have a Material Adverse Effect. No Seller or Facility has received in the past two (2) years from the date hereof any notice or communication from any Governmental Authority regarding any violation of any Permits or Approvals (other than any surveys or deficiency reports for which 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 in the past two (2) years from the date hereof in connection with the Permits and Governmental Authority Approvals relating to the Business. The representations and warranties in this Section 4.6 shall not include Environmental Permits, which are addressed exclusively in Section 4.26.

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, which remain unpaid or which impose any restrictions on the Facilities or the Purchased Assets.

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 effective, unrestricted and in good standing as of the date hereof. To the Knowledge of Sellers, no event has occurred or other fact exists with respect to such accreditations and certifications that allows, or after notice or the lapse of time or both, would allow, revocation or termination of any such accreditations or certifications, or would result in any other material impairment in the rights of any holder thereof. There is no pending or, to the Knowledge of Sellers, threatened, Proceeding by any accrediting body to revoke, cancel, rescind, suspend, restrict, modify, or not renew any such accreditation or certifications, and no such Proceedings, surveys or actions are pending, or to the Knowledge of Sellers, threatened or imminent. Each Hospital is duly accredited, without any material conditions or non-conformities, by DNV GL Healthcare USA, Inc. (“**DNV**”) through the periods set forth on Schedule 4.8. Since the date of the most recent DNV survey for each Hospital, neither Sellers nor the applicable Hospital has made any changes in policy or operations that would cause such Hospital to lose such accreditations. Sellers have delivered to Buyer a copy of each Hospital’s most recent DNV accreditation report and any reports, documents, or correspondence relating thereto.

Government Program Participation; Private Programs; Reimbursement.

(a) The Facilities are certified for participation in the Government Programs identified on Schedule 4.9(a)(i) 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(a)(ii). Sellers have delivered accurate and complete copies of all Payor Agreements to Buyer involving aggregate annual consideration in excess of \$100,000 (collectively, the “**Material Payor Agreements**”). The Facilities are in compliance, in all material respects, with the conditions of participation or conditions of coverage, as applicable, in such Government Programs and Private Programs and with the terms, conditions, and provisions of the Material Payor Agreements. The Material Payor Agreements are each in full force and effect, and to the Knowledge of Sellers, no events or facts exist that would cause any Material Payor Agreement to be suspended, terminated, restricted or withdrawn. Sellers have not in the last two (2) years from the date hereof received written notice from any Government Program or Private Program to the effect that it intends to cease or materially alter its business relationship with any Seller (whether as a result of the Contemplated Transactions or otherwise). In the past two (2) years from the date hereof, no Government Program or Private Program with respect to a Material Payor Agreement (i) has indicated in writing its intent to cancel or otherwise substantially modify its relationship with any Seller, or (ii) has advised any Seller in writing of any material problem or dispute. Sellers have received all Permits and Approvals necessary for reimbursement of the Facilities by the Government Programs and Private Programs, except where the failure to obtain a Permit or Approval would not reasonably be expected, either individually or in the aggregate, to have a Material Adverse Effect. All billing practices of Sellers with respect to all Government Programs and Private Programs have been, in the past two (2) years from the date hereof, conducted in compliance, in all material respects, with all applicable Laws and the policies and billing guidelines of such Government Programs or

Private Programs with which Sellers have a Material Payor Agreement. Neither Sellers nor the Facilities have, in the past two (2) years from the date hereof, billed or received any payment or reimbursement in excess of amounts allowed by Law or the billing guidelines of any Private Programs with which Sellers have a Material Payor Agreement or Government Programs, except for overpayments received in the ordinary course of business which overpayments once identified are refunded in the ordinary course or routine audit adjustments. There is no Proceeding, survey, or other action pending, or, to the Knowledge of Sellers, threatened against any Seller or Facility, involving any Government Program or Private Program with which Sellers have a Material Payor Agreement, including the Facilities' participation in and the reimbursement received by Sellers and the Facilities from the Government Programs or any such Private Program, and to the Knowledge of Sellers, no event has occurred, and no circumstance exists, that would reasonably be expected to result, directly or indirectly, in any such Proceedings, surveys or actions. Neither Sellers nor, to the Knowledge of Sellers, any of the Seller Employees or Practitioners, nor to the Knowledge of Sellers, any former employee or current or former officer or director of Sellers, has in the past two (2) years from the date hereof, committed a material violation of any Law relating to payments and reimbursements under any Government Program or any Private Program. Schedule 4.9(a)(iii) 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.

(b) Except as set forth on Schedule 4.9(b), for the two (2) fiscal years or calendar years, as applicable, immediately preceding the date hereof, with respect to applicable reporting periods, each Seller has implemented and used a certified health information technology as required for CMS Reporting, and, except where such exception would not reasonably be expected, either individually or in the aggregate, to have a Material Adverse Effect, has timely filed all reports, data, and other information including quality, performance and use of certified health information technology, required to be filed with CMS (or public or private data registry) as required by CMS Reporting and/or Government Programs, or has filed and received from CMS a hardship exception or other special exception from CMS Reporting. All reports, data and other information submitted by a Seller in support of its attestations and reporting under CMS Reporting and/or Government Programs are accurate and correct, in all material respects. No Seller, and to the Knowledge of Sellers, any managing Seller Employee, or any other managing employee or officer or director of any Seller has, in the past two (2) years from the date hereof, knowingly and willfully made or knowingly and willfully caused to be made a false statement or representation of a material fact in any report, data, and other information supporting any Sellers' attestations and reporting under Seller's CMS Reporting or other filings for CMS Program Payments and/or Government Programs.

Third-Party Payor Cost Reports. Sellers have timely filed all required Cost Reports relating to the Business for the past two (2) fiscal years from the date hereof, and copies of all such Cost Reports have been provided to Buyer. All Cost Reports relating to the Business filed by or on behalf of Sellers accurately reflect, in all material respects, 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 amount in excess of the amounts allowed by Law or any applicable agreement, except for overpayments received in the ordinary course of business which overpayments once identified are refunded in the ordinary course. 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.

4.11 Compliance with Laws. Except for Environmental Laws (which are addressed exclusively in Section 4.26):

(a) (i) Except as set forth in Schedule 4.11(a) or a writing that specifically makes

reference to this Section 4.11(a) delivered prior to the date of this Agreement by Sellers to Buyer, Sellers have operated in the past two (2) years from the date hereof, and are operating, the Business, the Facilities, and their properties in compliance in all material respects with all applicable Laws, and (ii) no Seller has, in the past two (2) years from the date hereof, (A) received notice, correspondence or other written communication of any actual or alleged material violation of, or material Liability under, any such Laws, or to the effect that 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 such actual or alleged material violation of any such Law, applicable to any Seller in connection with the Business, or (B) incurred any actual obligation to undertake, or to bear all or any portion of the cost of, any material remedial action with respect to a violation of such Laws.

(b) Except as set forth in Schedule 4.11(b) or a writing that specifically makes reference to this Section 4.11(b) delivered prior to the date of this Agreement by Sellers to Buyer, to the Knowledge of Sellers, no event has occurred in the past two (2) years from the date hereof, and no condition exists, that would reasonably be expected to (with or without notice or lapse of time) constitute or result directly or indirectly in (i) a material violation by Sellers of, or a failure on the part of Sellers to comply with, in any material respects, any applicable Law relating to the operation and conduct of the Business or any of their respective properties or 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 material remedial action with respect to a violation of such Laws.

(c) Neither Sellers, the Facilities, nor to the Knowledge of Sellers, any Practitioner, Seller Employee or any other officer, director, employee or independent contractor of any Seller or the Facilities, has been convicted of, charged with or, to the Knowledge of Sellers, investigated for, or has engaged in conduct in the past two (2) years from the date hereof that would constitute, a material offense related to Medicare or any other Government Program, or convicted of, charged with or, to the Knowledge of Sellers, investigated for, or engaged in conduct that would constitute a 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 Facilities, nor to the Knowledge of Sellers, any Practitioner, 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) Except as set forth in Schedule 4.11(d) or a writing that specifically makes reference to this Section 4.11(d) delivered prior to the date of this Agreement by Sellers to Buyer and accepted in writing by Buyer, Sellers, the Facilities, and the Business have been in the past two (2) years from the date hereof, and are presently, in compliance in all material respects 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 Reforms Act, as amended, 42 U.S.C. §1395m and the Federal Physician Self-Referral Law, as amended, 42 U.S.C. § 1395nn; Title XIX of the Social Security Act, 42 U.S.C. §§ 1396-1396w-5 (the Medicaid statute); the Federal Health Care Program Anti-Kickback Statute, 42 U.S.C. § 1320a-7b(b); the False Claims Act, 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) Sellers have not received, in the past two (2) years from the date hereof, any notification, correspondence, or any other written communication, including notification of any pending or threatened Proceeding or other action from any Governmental Authority, Private Program or patient, of any potential or actual material non-compliance by, or material Liability of, any Seller, the Facilities or the Purchased Assets under any Law. Sellers have, in the past two (2) years from the date hereof, 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) Except as set forth in a writing that specifically makes reference to this Section 4.11(f) delivered prior to the date of this Agreement by Sellers to Buyer and accepted in writing by Buyer, none of the Sellers are a party to any Contract (including any joint venture or consulting agreement) with any Referral Source to provide services, lease space, lease equipment or engage in any other venture or activity related to any Seller, the Facilities, the Business, or the Purchased Assets that is not compliance in all material respects with applicable Law.

(g) Sellers, and to the Sellers' Knowledge, its Representatives have complied during the past two (2) years from the date hereof in all material respects with the U.S. Foreign Corrupt Practices Act of 1977, as amended, the Corruption of Foreign Public Officials Act, the OECD Anti-Bribery Convention and other applicable Laws regarding the use of funds for political activity or commercial bribery. No Seller, and to the Sellers' Knowledge, no Representative thereof has, for or on behalf of any Seller, at any time during the past two (2) years from the date hereof, (i) made or caused to be made or provided, directly or indirectly, any unlawful payment to any foreign government official, political party, or candidate for political office for the purpose of influencing a decision, inducing such official, party or candidate to use his, her or its influence to affect any act or decision of a foreign governmental authority in order to assist any Seller or Seller Affiliate to obtain or retain business for, or direct business to any Seller or Seller Affiliate, as applicable, subject to applicable exceptions and affirmative defenses, (ii) accepted or received any unlawful payments, or (iii) violated any export restrictions, anti-boycott regulations, embargo regulations or other similar applicable U.S. or foreign Laws. No Seller, or to the Sellers' Knowledge, any of its Representatives is a "specially designated national" or blocked Person under U.S. sanctions administered by OFAC. Sellers have not during the past two (2) years from the date hereof engaged in any business with any Person or in any country that it is prohibited for a U.S. Person to engage in any business with or under applicable Law or under applicable U.S. sanctions administered by U.S. Department of the Treasury. No Seller 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.

(h) All billing and collection practices of, and claims submitted by Sellers in the past two (2) years from the date hereof with respect to all Government Programs and Private Programs have been in compliance, in all material respects, with all applicable Laws with respect to such Government Programs, and with the applicable, published billing policies of such Private Programs, except for overpayments received in the ordinary course of business which overpayments once identified are refunded in the ordinary course and routine audit adjustments. No Seller has submitted in the past two (2)

years from the date hereof any claims that are cause for civil penalties under, or mandatory or permissive exclusion from, any Government Program or Private Program. Sellers have maintained in the past two (2) years from the date hereof its billing records in compliance, in all material respects, with applicable Laws or published third party payor policy supporting the provision of services billed under such Government Programs and Private Programs.

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

(j) To the Knowledge of Sellers, each individual now employed by or contracted by a Seller or any Seller Affiliate to provide professional services with respect to the Business, including the Practitioners, is duly licensed to provide such services, is in compliance, in all material respects, with all Laws relating to such professional licensure and meets, in all material respects, the qualifications to provide such professional services under applicable Laws.

(k) Schedule 4.11(k) sets forth an accurate and complete list of the provider-based locations for each of the Hospitals. Except as set forth on Schedule 4.11(k), all off-campus locations of each Hospital that are treated by such Hospital as being a provider-based location or department of such 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 material 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 such Hospital's Medicare Part A enrollment record.

(l) Schedule 4.11(l) sets forth an accurate and complete list of all Medicare Accelerated and Advance Payments that have been requested and/or received by each Seller in connection with the Business, including the name and Medicare provider number of the applicable Seller, the amount of such Medicare Accelerated and Advance Payment that has been requested and/or received by such Seller, and the amount (if any) of such Medicare Accelerated and Advance Payment that has been returned to, recouped or forgiven by, the applicable Governmental Authority. All information submitted and certifications made by Sellers in connection with the request and/or receipt of such Medicare Accelerated and Advance Payments are true, accurate and complete in all material respects.

(m) Schedule 4.11(m) sets forth an accurate and complete list of all COVID-19 Funds that have been requested and/or received by each Seller in connection with the Business, including the name and taxpayer identification number of the applicable Seller, the amount of COVID-19 Funds that have been requested and/or received by such Seller, the name of the distribution, allocation, grant or other program under which such COVID-19 Funds were received, and the amount (if any) of such COVID-19 Funds that has been returned to or forgiven by the applicable Governmental Authority. No Seller has received any COVID-19 Funds under the Paycheck Protection Program Act. Each Seller is eligible under applicable Law, including the Relief Fund Payment Terms and Conditions, to receive the COVID-19 Funds that have been received by such Seller. Each Seller has submitted (or will submit) all attestations, certifications, reports, financial records and/or other data elements for required reporting and audits required by applicable Law, including the Relief Fund Payment Terms and Conditions, in connection with its receipt of COVID-19 Funds, and all such attestations, certifications, reports, financial records and/or other data elements for required reporting and audits are (or will be) true, accurate and complete in all material respects. Each Seller has used or returned (or will use or return) all COVID-19 Funds it has received and has prepared and/or maintained (or will prepare and maintain) all financial or accounting records relating to such COVID-19 Funds, in each case, in compliance in all material respects with

applicable Law, including the Relief Fund Payment Terms and Conditions. No Seller has received any written notice of any audit or review by any Governmental Authority in connection with the COVID-19 Funds.

4.12 Information Privacy and Security Compliance.

(a) During the two (2)-year period prior to the date of this Agreement, with respect to the Purchased Assets, Sellers and the Facilities (i) have been in material compliance with HIPAA and (ii) have been in material compliance with all other applicable Information Privacy or Security Laws. To the extent required by HIPAA, 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 with HIPAA.

(b) During the two (2)-year period prior to the date of this Agreement, with respect to the Purchased Assets and to the extent required by HIPAA, Sellers have entered into business associate agreements with third parties acting as a business associate (as defined in 45 C.F.R. § 160.103) of any Seller. To the Knowledge of Sellers, with respect to the Purchased Assets, for the last two (2) years from the date hereof, no Seller (i) has received a written notice of investigation from any Governmental Authority for a violation of applicable Information Privacy or Security Law; or (ii) except as set forth on Schedule 4.12(b), to the Knowledge of Sellers, there has not been any material security incident that required notice to any Person or Governmental Authority under applicable Information Privacy or Security Law. During the two (2)-year period prior to the date of this Agreement, to the Knowledge of Sellers, no Breach has occurred with respect to any Unsecured Protected Health Information (as such terms are defined in 45 C.F.R. § 164.402) maintained by or for any Seller or the Facilities.

(c) During the two (2)-year period prior to the date of this Agreement, with respect to the Purchase Assets, Sellers have completed a periodic security "risk analysis" as described and to the extent required by 45 C.F.R. § 164.308(a)(1)(ii)(A). During the two (2)-year period prior to the date of this Agreement, with respect to the Purchased Assets, Sellers or Sellers' third-party service provider(s) have tested its information security program (collectively, "Information Security Reviews"), (ii) remediated any high or critical exceptions and vulnerabilities identified in such Information Security Reviews, and (iii) where, individually or in the aggregate, would be material, have used commercially reasonable efforts to install software security patches to identified technical information security vulnerabilities.

(d) During the two (2)-year period prior to the date of this Agreement, Sellers have maintained an information security program that includes safeguards designed to protect the security, confidentiality, and integrity of the Seller Information Technology Systems (including Personal Information in the Seller's possession and control). The Seller Information Technology Systems operate and perform in a manner sufficient to conduct the Business of the Sellers and, to the Knowledge of Sellers, do not contain any Malicious Code.

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 the past two (2) years from the date hereof in accordance with their respective compliance programs. Except as set forth on Schedule 4.13, no Seller (a) is a party to a Corporate Integrity Agreement with the OIG; (b) has any self-disclosures pending before CMS, the OIG, the Justice Department or any other Governmental Authority; (c) has reporting obligations pursuant to any settlement agreement entered into with any Governmental Authority; (d) to the Knowledge of Sellers, has been the subject of any Government Program investigation conducted by any federal or state

enforcement agency in the past two (2) years from the date hereof; (e) has, to the Knowledge of Sellers, been a defendant in any qui tam/False Claims Act litigation in the past two (2) years from the date hereof; (f) has been served with or received any search warrant, subpoena, civil investigation demand, contact letter from any federal or state enforcement agency in the past two (2) years from the date hereof (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 (g) has received any complaints through such Seller's compliance "hotline" in the past two (2) years from the date hereof 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 materially violated, or is currently in material violation of, any applicable Law. For purposes of this Agreement, the term "compliance program" refers to the applicable compliance programs that are, in all material respects, of the type described in guidance published by the OIG in 63 Fed. Reg. 8987 (February 23, 1998) and 70 Fed. Reg. 4858 (January 31, 2005).

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 has been otherwise disclosed to Buyer in writing, there are no (a) pending, or to the Knowledge of Sellers, threatened material adverse actions with respect to any medical staff member of any of the Facilities or any applicant thereto, including any material 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 to the Knowledge of Sellers, threatened material disputes with applicants, medical staff members or health professional affiliates, and all appeal periods in respect of any medical staff member or applicant against whom a material adverse action has been taken have expired. No medical staff members of the Facilities have resigned or had their privileges revoked or suspended since the Balance Sheet Date.

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, are collectible in full within twelve months after billing.

Experimental Procedures. During the past two (2) years from the date hereof, 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 all material respects in accordance with the policies and procedures of the Facilities that comply, in all material respects, with applicable Laws, including applicable U.S. Food and Drug Administration regulations.

Intellectual Property.

(a) Schedule 4.17(a) sets forth an accurate and complete list of the following Owned Intellectual Property as of the date of this Agreement: (i) issued Patents and applications therefor; (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 primarily used or held for use in the Business); (v) Restricted Names, and (vi) material proprietary 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. To the Knowledge of Sellers, all of the foregoing registered Owned Intellectual Property is valid, subsisting and enforceable, 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 4.17(b), one of Sellers or Seller Affiliates, as applicable, solely and exclusively own all right, title and interest, free and clear of all Encumbrances, other than Permitted Encumbrances, in all Owned Intellectual Property.

(c) To the Knowledge of Sellers, none of the Sellers nor any Seller Affiliate in connection with the Business, nor the operation of the Business, as applicable, is or has in the past two (2) years from the date hereof infringed upon, misappropriated or violated any Intellectual Property of any other Person. Except as set forth on Schedule 4.17(c), in the past two (2) years from the date hereof, neither Sellers nor any Seller Affiliates have received any written claim (or notice of any related action) that any Seller or any Seller Affiliate in connection with the Business, or any Transferred Intellectual Property infringes, misappropriates, or otherwise violates any Intellectual Property rights of any Person.

(d) Except as set forth on Schedule 4.17(d), (i) to the Knowledge of Sellers, no Person is infringing, misappropriating, diluting or otherwise violating any Owned Intellectual Property, and (ii) Sellers have not in the past two (2) years from the date hereof made any claims with respect to infringement or misappropriation of any Owned Intellectual Property against any Person.

(e) Each Seller has taken reasonable steps in accordance with procedures customarily used in Sellers' industry to protect and maintain the confidentiality of all material Trade Secrets included in the Owned Intellectual Property. To the Knowledge of Sellers, during the past two (2) years from the date hereof, no Person has asserted, and no such Person has, any right, title, interest or other claim in, or the right to receive any royalties or other consideration with respect to, any material Owned Intellectual Property.

Contracts.

(a) Schedule 4.18(a) sets forth an accurate and complete list (including a description of any oral Contract) of each of the following Contracts to which any Seller is a party or is bound and that primarily relates to the Business or the Purchased Assets (collectively, the "**Material Contracts**"):

- (i) all Material Payor Agreements;
- (ii) all Assumed Capital Leases;
- (iii) all employment agreements with any Physician or Practitioner involving annual aggregate consideration in excess of \$100,000, excluding any offer letter in the ordinary course of business or any agreement that can be terminated for convenience;
- (iv) all independent contractor or consulting agreements with any Physician or Practitioner involving annual aggregate consideration in excess of \$100,000, excluding any agreement that can be terminated for convenience;
- (v) all Contracts with any Referral Source;
- (vi) all Intellectual Property Contracts involving aggregate annual consideration in excess of \$100,000 (other than Standard Software related Contracts and

nonexclusive licenses that are merely incidental to the transaction contemplated in such Contract);

(vii) all Third-Party Leases;

(viii) all Tenant Leases; and

(ix) except as otherwise disclosed on Schedule 4.18(a), all Contracts involving aggregate annual consideration in excess of \$100,000;

(b) Each Assumed Contract is valid and binding on the applicable Seller in accordance with its terms and is in full force and effect in all material respects. Each Seller (in each case, to the extent a party thereto) has properly paid all amounts owed by such Seller that are due, 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 written notice of termination, cancellation, material breach or material default under any Assumed Contract. To the Knowledge of Sellers, no event has occurred that, with the passage of time or the giving of notice or both, would result in a material default, breach or event of 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 4.18(b). To the Knowledge of Sellers, no other party to any Assumed Contract is in material breach thereof or material default thereunder. A true, correct and complete copy of each written Material Contract and an accurate written description setting forth the terms and conditions of each oral Material Contract has been delivered to Buyer.

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 consists of items of a quality usable or saleable in the ordinary course of business. The quantities of all Inventory are reasonable and justified under operations in the ordinary course for each of the Facilities.

4.20 Leased Real Property.

(a) Schedule 4.20(a) sets forth an accurate and complete list of each Facility, including the name, physical address and brief description of each Facility, and the correct legal name of the owner of such Facility.

(b) Schedule 4.20(b) 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 4.20(b), 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 disputes with respect to such Tenant Lease; (iv) no Seller, Seller Affiliate, nor 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, valid leasehold title to all of the Leased Real Property (other than the MPT Real Property, which will be subject to the New MPT Leases), free and clear of all Encumbrances other than Permitted Encumbrances. In connection with the MPT Real Property (1) Sellers shall not consent to or approve (to the extent it has the right to consent or approve) and shall use commercially reasonable efforts to cause MPT not to make any alteration or Encumbrance to the title of the MPT Real Property between the date of this Agreement and the Closing Date, except for the lease of such MPT Real Property as contemplated by the New MPT Leases, and (2) upon execution of the Existing MPT Lease Termination Agreements, MPT shall have expressly released all claims with respect to the MPT Real Property that could impact Buyer's use of, or conduct or operations of the Business at, the Facilities located on such MPT Real Property.

(c) Schedule 4.20(c) 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; (viii) any options to renew or extend such Third-Party Lease; (ix) any free rent, concessions, abatements, allowances, rebates or refunds to which the tenant, licensee or occupant may be or may have been entitled; (x) the status of any tenant improvements to be performed by any Seller or the tenant, subtenant, licensee or occupant; and (xi) the nature and amount of any commissions payable with respect thereto.

(d) Except as set forth on Schedule 4.20(d), 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 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) as of Closing, there will be no Encumbrances on the estate or interest created by such Tenant Lease other than Permitted Encumbrances.

(e) Sellers have made available to Buyer accurate and complete copies of the Tenant Leases and the Third-Party Leases (except for the Existing MPT Leases), in each case, as amended or otherwise modified and in effect, together with all extension notices related thereto.

(f) 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 Leased Real Property or any part thereof; (ii) any violation of any Laws (including zoning and land use ordinances, building codes and similar requirements) with respect to the Leased 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 Leased Real Property relating to the ownership, lease, use or occupancy of such Leased Real Property or any portion thereof which is reasonably likely to result in a material change in the condition of any Leased Real Property or any part thereof or in any material respect prevent or limit the present operation of the improvements on the Leased Real Property or any part thereof.

(g) Except as set forth on Schedule 4.20(g), as of the Closing Date, there will be no incomplete construction projects affecting the Leased Real Property and all completed construction projects will be fully paid for.

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

(i) 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.

(j) Except as set forth on Schedule 4.20(j), Sellers have not received any written notice that the improvements which are a part of the Leased Real Property, as designed and constructed, do not comply with all Laws applicable thereto, including the Americans with Disabilities Act, as amended, and Section 504 of the Rehabilitation Act of 1973.

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

(l) The Leased Real Property comprises all of the real property leased by Sellers in connection with the Business.

Insurance. Schedule 4.21 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, remaining term, identity of the insurer and whether such policies are on an occurrence or claims made basis. All premiums due on the Insurance Policies have either been paid or, if due and payable on or prior to the Closing Date, will be paid prior to the Closing Date in accordance with the payment terms of each Insurance Policy. The Insurance Policies do not provide for any retrospective premium adjustment or other experience-based Liability on the part of Sellers (except with respect to workers’ compensation policies). All of the Insurance Policies are in full force and effect and have not been subject to any lapse in coverage. There are no claims pending under any of the Insurance Policies as to which coverage has been questioned, denied or disputed or in respect of which there is an outstanding reservation of rights. Sellers have not (i) received any written notice from any insurer canceling or materially amending any of the Insurance Policies, and, to Sellers’ Knowledge, no such cancellation or amendment is threatened, (ii) received any written notice from any insurer alleging such Seller’s material breach of any of the Insurance Policies, or (iii) failed to present any material claim which is still outstanding under any of the Insurance Policies.

Employee Benefit Plans.

(a) Schedule 4.22(a) contains a true and complete list of each material Plan. The term “**Plan**” means any of the following agreements, plans or other Contracts covering any Seller Employee or any other current or former service provider of the Business in their capacity as a Seller Employee or a service provider therefor: (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.

(b) Sellers have provided an accurate and complete copy of the following documents to Buyer: (i) with respect to each material Plan, the current plan document or a summary of the material terms thereof; (ii) the most recent Form 5500 annual report with accompanying schedules and attachments filed with the IRS, (iii) the most recent Form 1094 and Form 1095 filed with the IRS, and (iv) the most recently received determination or opinion letter, if any, issued by the IRS for each Plan that is intended to be Tax-qualified under Section 401(a) of the Code (“**Retirement Plan**”).

(c) 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 Sections 4001(a)(3) or 3(37)(A) of ERISA) subject to Title IV of ERISA under which a Seller or an ERISA Controlled Group member has any present or future obligations, whether contingent or otherwise; (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, within the past six (6) years from the date hereof, 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 the Business, except as required by COBRA or similar state Law.

(d) Except as set forth on Schedule 4.22(d), there are no Proceedings pending or, to the Knowledge of Sellers, threatened, against any Seller with respect to any Plans that would reasonably be expected to result in material Liability to the Business, other than routine claims for benefits in the ordinary course of business.

(e) Each Plan has been operated and administered in compliance in all material respects with its terms and all applicable Laws, including ERISA and the Code. Each Retirement Plan 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 cause the revocation of such determination letter or the unavailability of reliance on such opinion letter.

(f) Except as set forth on Schedule 4.22(f), neither the execution and delivery of this Agreement, nor the consummation of the Contemplated Transactions, either alone or in combination with another reasonably plausible event (whether contingent or otherwise) will (i) entitle any Seller Employee

or any other current or former service provider of the Business, to any material payment or benefit; (ii) materially increase the amount or value of any payment, compensation or benefits due to any Seller Employee or any other current or former service provider of the Business; or (iii) accelerate the vesting, funding or time of payment or delivery of any material compensation, equity award or other material payment or benefit; or (iv) result in any “parachute payment” within the meaning of Section 280G of the Code or any similar foreign, state or local Laws. No Seller Employee or other current or former service provider of the Business is entitled to receive any additional payment (including any tax gross-up or other payment) from the Facilities as a result of the imposition of the excise taxes required by section 4999 of the Code or any taxes required by section 409A of the Code.

Employee Matters.

(a) Schedule 4.23(a) sets forth an accurate and complete list of all Seller Employees as of the date hereof, their salary or wage rates, accrued and unused Paid Time Off, recognized date of hire, job title, status as part-time or full-time, name of employer, and whether such Seller Employees are active or on a leave of absence (and, if so, the type of leave); provided, however, such list shall not include any names. To the Knowledge of Sellers, each Seller 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 threatened against any Seller with respect to any of the foregoing. All Seller Employees are employees “at-will,” unless otherwise set forth on Schedule 4.23(a). Except as set forth on Schedule 4.18(a) and excluding offer letters in the ordinary course of business and consulting or independent contractor agreements that can be terminated for convenience, no Seller is a party to any oral or written (i) employment agreement (including severance or change of control agreements), (ii) consulting agreement, or (iii) independent contractor agreement with any Person, in each case that provides for annual compensation that is expected to exceed \$200,000. No Seller Employee or other service provider of any Seller or Seller Affiliate has informed any Seller or Seller Affiliate in writing of any plan to terminate employment with or services for any Seller or Seller Affiliate, and to the Knowledge of Sellers, no such Person has any plans to terminate employment with or services for any Seller or Seller Affiliate.

(b) To the Knowledge of Sellers, 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 material 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 4.23(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, no demand has been made for recognition by a labor organization by or with respect to the Seller Employees, no union organizing activities by or with respect to the Seller Employees are taking place, and none of the Seller Employees is represented by any labor union or organization; (iii) no collective bargaining agreement exists, has existed or is currently being negotiated by any Seller with respect to the Seller Employees; (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 material

compliance 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 material 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) With respect to the Seller Employees, Sellers are in material compliance 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 I-9 (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, 2020, 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 Facilities or (ii) a "mass layoff" (as defined in the WARN Act, or any similar state, local or foreign Law) affecting Facility.

Litigation.

(a) Except as set forth on Schedule 4.24, there is no Proceeding or Order pending or, to the Knowledge of Sellers, threatened against any Seller, Seller Employee or Practitioner with respect to the Business or the Purchased Assets, in which an adverse determination would reasonably be expected to have a Material Adverse Effect.

(b) To the Knowledge of Sellers, no Seller is the subject of any governmental investigation or inquiry and, to the Knowledge of Sellers, none of the Purchased Assets are subject to any Order or unsatisfied judgment, penalty, award, settlement Contract or conciliation Contract. During the past two (2) years from the date hereof, Sellers have at all times been in compliance in all material respects with each Order to which any of the Purchased Assets is or has been subject. No Seller has received, in the past two (2) years from the date hereof, any written notice 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. No Seller is subject to any Order or other governmental restriction that would materially adversely affect the consummation of the Contemplated Transactions.

Taxes. Except as set forth on Schedule 4.25:

(a) Each Seller has timely filed 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) 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 relating to the Purchased Assets or the Business or agreed to any extension of time with respect to a Tax assessment or deficiency relating 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 relating to the Purchased Assets

or the Business.

(b) Each Seller has withheld and timely paid all Taxes relating to the Purchased Assets or the Business 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. All Persons who have provided services to any Seller relating to the Purchased Assets or the Business as independent contractors for Tax purposes were properly classified.

(c) No Seller has taken any action in respect of any Taxes relating to the Purchased Assets or the Business (including any withholdings required to be made in respect of Seller Employees) that would have a material adverse impact upon the Purchased Assets as of or subsequent to the Effective Time.

(d) There are no Tax Encumbrances on any of the Purchased Assets.

(e) No deficiencies for Taxes relating to the Purchased Assets or the Business 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 relating to the Purchased Assets or the Business 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 relating to the Purchased Assets or the Business or has any Liability with respect to any such agreement.

(g) There is no Contract or plan relating to the Purchased Assets or the Business to which any Seller is a party that requires any Seller to pay a Tax gross-up or reimbursement payment to any Person.

(h) Other than the Transferred Interests, 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) No Tax Return relating to the Purchased Assets or the Business that was filed by any Seller contains, or was required to contain, a disclosure statement under Section 6662 of the Code (or any predecessor provision or comparable provision of state, local or foreign Law). No Seller has entered into any "reportable transaction" as defined in Treasury Regulation Section 1.6011-4(b). No Seller has any Liability for unpaid Taxes relating to the Purchased Assets or the Business of any Person as a former member of an affiliated group or as a transferee or successor, by contract, or otherwise.

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

(k) With respect to the Purchased Assets or the Business, no Seller has (i) claimed an "employee retention tax credit" under Section 2301 of the CARES Act or (ii) has deferred any payroll, withholding or other Tax Liability under Section 2302 of the CARES Act, the Presidential Memorandum described in IRS Notice 2020-65 or other applicable Law.

Environmental Matters. Except as set forth on Schedule 4.26:

(a) Each Seller with respect to the Purchased Assets is in compliance in all material respects with, and the Leased Real Property and all improvements on the Leased Real Property are in compliance in all material respects with, all applicable Environmental Laws.

(b) No Seller has received written notice of any material violation of or material Liability under any applicable Environmental Law with respect to any of the Purchased Assets or the Leased Real Property. There are no pending or, to the Knowledge of Sellers, threatened, Proceedings or Orders relating to any material violation of or material Liability under any Environmental Law with respect to any of the Purchased Assets or the Leased Real Property.

(c) To the Knowledge of Sellers, there has been no Release of any Hazardous Materials by Sellers on or at the Leased Real Property in a manner that could reasonably be expected to result in any material Liability or any material investigative, remedial or corrective action obligation under Environmental Law.

(d) Sellers hold all material Environmental Permits required under any applicable Environmental Law with respect to any of the Facilities. There are no Proceedings pending or, to the Knowledge of Sellers, threatened, that seek the revocation, cancellation, suspension or adverse modification of any such Environmental Permit. Sellers with respect to the Purchased Assets are in compliance in all material respects with such Environmental Permits.

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

(f) Sellers have made available to Buyer all material environmental audits, reports and assessments concerning the Facilities, the Leased Real Property or the Business that are in the possession of Sellers and have been prepared in the past two (2) years from the date hereof.

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

The representations and warranties in this Section 4.26 are the sole and exclusive representations and warranties in this Agreement with respect to environmental matters (including Environmental Laws, Environmental Permits and Hazardous Materials).

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

Affiliate Transactions. Except as set forth on Schedule 4.28, 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 (other than, in the case of Affiliates who are direct or indirect equity holders of any Seller, in their capacity as such); (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) 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.

Brokers and Finders. Except as set forth on Schedule 4.29, 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 or Seller Guarantor is a party or that is otherwise binding upon any Seller or Seller Guarantor, and no Person is entitled to any fee or commission or like payment in respect thereof.

5. REPRESENTATIONS AND WARRANTIES OF BUYER AND BUYER GUARANTOR.

Buyer and Buyer Guarantor hereby, jointly and severally, represent and warrant 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).

Organization; Capacity. Buyer is a [●] duly organized, validly existing and in good standing under the Laws of the State of [●], and Buyer Guarantor is a [●] duly organized, validly existing and in good standing under the Laws of the State of [●]. Each of Buyer and Buyer Guarantor is duly authorized, qualified and in good standing under all applicable Laws of any jurisdictions (foreign and domestic) in which the character or location of the assets owned or leased by it or the nature of the business conducted by it requires such authorization or qualification, except as would not be reasonably expected to have a Material Adverse Effect. Buyer and Buyer Guarantor each have the requisite power and authority to enter into the Transaction Documents to which it is or will become a party, as applicable, and to perform its obligations hereunder and thereunder. The execution and delivery by Buyer and Buyer Guarantor of this Agreement and the other Transaction Documents to which it is a party or will become a party, as applicable, the performance by Buyer and Buyer Guarantor of its obligations under this Agreement and the other Transaction Documents to which it is a party or will become a party and the consummation by Buyer and Buyer Guarantor of the Contemplated Transactions and the Transaction Documents to which it is a party or will become a party, as applicable, have been, or will be, duly and validly authorized and approved by all necessary action, as applicable, on the part of Buyer and Buyer Guarantor, none of which actions has been modified or rescinded and all of which actions remain in full force and effect.

5.2 Authority; Non-contravention; Binding Agreement.

(a) Except as set forth on Schedule 5.2(a), the execution, delivery and performance by Buyer and Buyer Guarantor of this Agreement and the other Transaction Documents to which it is a party or will become a party, and the consummation by Buyer and Buyer Guarantor of the Contemplated Transactions and its obligations under the Transaction Documents, as applicable:

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

(ii) do not and will not require any Approval of, filing or registration with, the issuance of any Permit by, or any other action to be taken by, any Governmental Authority to be made or sought by Buyer or Buyer Guarantor; and

(iii) 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 any Contract, Permit, Order or Law to which Buyer or Buyer Guarantor may be subject, except in each case, as would not reasonably be expected to have a Material Adverse Effect.

(b) This Agreement and the other Transaction Documents to which Buyer or Buyer Guarantor is or will become a party are and will constitute the valid and legally binding obligations of Buyer and Buyer Guarantor and, assuming the due authorization and execution thereof by Seller and Seller Guarantor, 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.

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

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

Financing; Solvency.

(a) Buyer or Buyer Guarantor has, and at the Closing will have, sufficient funds available to pay the Estimated Purchase Price, any other amounts to be paid by Buyer hereunder, any expenses incurred by Buyer in connection with the Contemplated Transactions, and to perform its obligations under this Agreement and the other Transaction Documents.

(b) Neither Buyer nor Buyer Guarantor is insolvent or will be rendered insolvent as a result of any of the Contemplated Transactions. For purposes hereof, the term "solvent" means that: (i) the fair salable value of Buyer's or Buyer Guarantor's tangible assets is in excess of the total amount of its Liabilities (including for purposes of this definition all Liabilities, whether or not reflected on a balance sheet prepared in accordance with GAAP, and whether direct or indirect, fixed or contingent, secured or unsecured, and disputed or undisputed); (ii) Buyer and Buyer Guarantor are able to pay their debts or obligations in the ordinary course as they mature; and (iii) Buyer and Buyer Guarantor each have capital sufficient to carry on their businesses and all businesses in which they are about to engage.

6. PRE-CLOSING COVENANTS OF SELLERS AND BUYER.

Access to Premises; Information. From the date of this Agreement until the Effective Time, to the extent permitted by Law, upon no less than 48 hours' prior request, Sellers shall, and shall cause the Seller Affiliates to, allow Buyer, its Affiliates and its and their respective authorized Representatives reasonable access to, and the right to reasonably inspect, the Facilities and the Purchased Assets, and will furnish Buyer with such reasonable, additional financial and operating data and other information relating to the Business or the Purchased Assets as Buyer may from time to time reasonably request and that Sellers or the Seller Affiliates have in their possession or control. Sellers will provide Buyer's and its Affiliates' Representatives reasonable access, upon reasonable prior notice and during normal business

hours, to the Seller Employees and the officers and agents of any Seller who have significant 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. In no event shall Buyer, its Affiliates or any of its or their respective Representatives conduct any environmental investigation at any Leased Real Property or Facility (including any sampling, testing or other intrusive or invasive indoor or outdoor investigation of soil, subsurface strata, surface water, groundwater, sediments or ambient air or anything else at or in connection with any such Leased Real Property or Facility) without the prior written consent of Sellers (which consent Sellers may withhold for any reason or no reason).

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, except to the extent deviation from ordinary course of business is necessary to comply in all material respects with all applicable Laws; (b) preserve intact their legal 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, subject to ordinary course terminations; and (d) comply in all material respects with all applicable Laws and all Material Contracts. 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, with respect to the Business, 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 (not to be unreasonably withheld, conditioned or delayed):

(i) sell, lease, license, assign, convey, distribute or otherwise transfer or dispose of any of the Purchased Assets, except (A) dispositions of Inventory in the ordinary course of business and (B) with respect to Transferred Intellectual Property grant licenses solely on a non-exclusive basis;

(ii) fail to maintain the tangible 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 (A) Permitted Encumbrances, (B) Encumbrances to be terminated at or prior to the Closing, or (C) Encumbrances arising in the ordinary course of business consistent with past practices that would not materially impair the use or value of the Purchased Asset to which such Encumbrance applies;

(iv) enter into, amend, modify, accelerate or terminate, as applicable, any Assumed Contract, Approval or Permit, except in the ordinary course of business;

(v) 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, except in each case any such matter involving solely monetary damages not in excess of \$100,000;

(vi) except in the ordinary course of business or as required by any Contract existing as of the date of this Agreement, (A) increase the compensation or benefits payable or to become payable to any Physician or other Referral Source of any Seller, Seller Employee, or any other service provider 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 service provider of the Business; (C) grant any equity based or long-term incentive award; or (D) establish, adopt, enter into, amend, modify or terminate any Plan, except to the extent required by applicable Laws or such action would not result in material Liability to the Business after the Closing;

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

(viii) (A) materially accelerate or delay collection of 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) materially delay or accelerate payment of any material 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 material changes to the cash management policies of any of the Facilities; or (D) vary any inventory purchase practices of any of the Facilities in any material respect from past practices;

(ix) make or enter into any commitment to make any capital expenditure in excess of **[\$1,000,000]**; ***[Note to Steward: Discuss appropriate threshold.]***

(x) 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;

(xi) (A) make or change, in any material respect, any election concerning Taxes relating solely to the Purchased Assets or the Business; (B) enter into any closing agreement or settle any material Tax claim or assessment relating solely to the Purchased Assets or the Business; (C) consent to any extension or waiver of the limitation period applicable to any material Tax Proceeding or assessment relating solely to the Purchased Assets or the Business; or (D) omit to take any action relating to the filing of any material Tax Return or the payment of any material Tax in each case, relating to the Purchased Assets or the Business, except, in the case of clauses (B) and (C), any such matter involving solely monetary damages not in excess of \$100,000; or

(xii) take any action, or request MPT to take any action, in each case including with respect to capital expenditures, that would or would reasonably be expected to increase any rent or other amounts payable under any Existing MPT Lease for the Facilities or New MPT Lease.

Consents to Assignment.

(a) Sellers 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 in connection with the Contemplated Transactions set forth on Schedule 4.2(a)(iii). Buyer shall cooperate with Sellers 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 (including a sublease) designed to provide for Buyer the benefits under any such Assumed Contract; provided that no Seller will be required to participate in any litigation that is not at Buyer's sole cost and expense. For each Tenant Lease with respect to which the landlord does not consent to either an assignment or sublease on or prior to the Closing Date but such consent is required, Sellers shall continue to use commercially reasonable efforts (and Buyer shall continue to cooperate with Sellers) to obtain the applicable landlord consent to an assignment. Seller Representative agrees to keep Buyer reasonably informed about the process of obtaining such consents upon Buyer's reasonable request. At Buyer's written request, any Assumed Contract will be assigned to Buyer notwithstanding the failure 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. In addition to the foregoing, for each Tenant Lease with respect to which the landlord does not consent to the release on or prior to the Closing Date of any guaranties or letters of credits provided by Sellers to such landlord, Buyer and Sellers shall continue to cooperate to obtain the release of same.

Approvals. Between the date of this Agreement and the Closing Date, subject to terms of Section 6.6, (a) Buyer, at its sole cost and expense, shall take all reasonable steps to obtain as promptly as practicable all material 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 material Approvals and Permits necessary for Sellers to transfer the Purchased Assets to Buyer. Notwithstanding the foregoing, Buyer and Sellers agree to use commercially reasonable efforts 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 material Approvals and Permits contemplated above or otherwise necessary to consummate the Contemplated Transactions. Unless prohibited by applicable Law, between the date hereof and the Closing Date, (i) to the extent reasonably practicable, no Party shall participate in or attend any material meeting (whether in person or via telephone) with any Governmental Authority with respect to the Contemplated Transactions, without providing reasonable advance notice of such material meeting to the other Parties and providing such other Parties an opportunity to attend or participate, (ii) 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, and (iii) Buyer and Sellers agree that they each shall have the right to review and approve (not to be unreasonably withheld, conditioned or delayed) all material filings submitted to any Governmental Authority by the other in connection with the Contemplated Transactions.

6.5 Title and Survey Matters.

(a) Buyer has received commitments (the "**Commitments**") from the Title Company to issue as of the Effective Time one or more extended ALTA owner's or leasehold, as appropriate, policies of title insurance in such form as Buyer deems appropriate, in Buyer's sole and absolute discretion, with all endorsements, as reasonably required by Buyer (the "**Title Policy**") for the MPT Real Property, and any other parcels of 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 Leased 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. Sellers will deliver any information in Sellers' possession as may be reasonably required by the Title Company.

(b) Buyer has received ALTA surveys of the land and improvements comprising the MPT Real Property, and any other parcels of 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 Utah-licensed surveyor selected by Buyer.

(c) All exceptions set forth in Schedule B-2 (excluding standard exceptions) of the Commitments and all matters shown on the Surveys are deemed Permitted Encumbrances, except for Monetary Liens.

Hart-Scott-Rodino Notification and Report Forms To the extent required by applicable Laws, within ten (10) Business Days following the date of this Agreement, Sellers and Buyer shall each file a Hart-Scott-Rodino Premerger Notification and Report Form with the FTC and the Justice Department under the HSR Act concerning the Contemplated Transactions. Buyer and Sellers will take all commercially reasonable actions necessary to ensure that the waiting period imposed under the HSR Act terminates or expires within thirty (30) days after filing of their Hart-Scott-Rodino Premerger Notification and Report Forms. Sellers and Buyer shall cause their respective counsel to furnish each other such information and assistance as the other may reasonably request in connection with its preparation of necessary filings or submissions under the provisions of the HSR Act or other similar regulations. ~~[For the avoidance of doubt, in connection with Buyer or any Seller performing its obligations under Section 6.4 or this Section 6.6, neither Buyer nor any Seller shall be required to (a) 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 or of any Seller or any of its Affiliates (as the case may be); (b) terminate existing relationships, contractual rights or obligations, or (c) 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 other assets of Buyer or any of its Affiliates or of any Seller or any of its Affiliates (as the case may be) 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 or of any Seller or any of its Affiliates (as the case may be). As of the date hereof through the Closing, neither Buyer nor Sellers nor any of their respective Affiliates will enter into any transaction for the acquisition or joint venture of an acute care hospital in the Restricted Area. In addition, as of the date hereof through the Closing, neither Buyer, any of its Affiliates, any Seller nor any Seller Affiliate will (i) acquire any of the physician practices set forth on Schedule 6.6 or (ii) enter into any exclusive value-based contracting arrangements with any such physician practice that would reasonably be expected to prevent, delay or make it more difficult to file or obtain expiration of the waiting period under the HSR Act.]~~ **[Note to Steward: Discuss.]**

Additional Financial Information. Within thirty (30) days following the end of each calendar month between the date of this Agreement and the Closing Date (except for the month ended December 31, 2022, in which case the time period shall be within sixty (60) days following the end of such month), Seller Representative 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. Such financial statements shall be prepared from and in accordance with the Books and Records of Sellers, shall fairly present in all material respects the financial position and results of operations of the Business as of the date and for the period indicated, and shall be prepared in accordance with GAAP, consistently applied, except that such financial statements need not include required footnote disclosures, nor reflect normal year-end adjustments or adjustments that may be required as a result of the Contemplated Transactions.

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.

Interim Operating Reporting. To the extent permitted by Law, Seller Representative shall notify Buyer in writing of any event to Sellers' Knowledge that occurs prior to Closing that could reasonably be expected to have a Material Adverse Effect.

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.

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.

Social Media Accounts. At Closing, Sellers shall grant Buyer exclusive access rights and permissions to the social media accounts owned or operated by Sellers set forth on Schedule 4.17(a). **[Note to Steward: Please confirm if there are any social media accounts to transfer.]**

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) solicit, facilitate, initiate, continue, respond to or engage in discussions or negotiations with any Person, directly or indirectly (whether such negotiations are initiated by Sellers, any of their Representatives or otherwise), other than Buyer (or its designated Representatives), relating to (i) the possible acquisition or lease of any of the Purchased Assets (or a material portion thereof, other than sales, leases or other dispositions in the ordinary course of business) or any direct equity interest in any Seller (including by merger or consolidation) or 50% or more of any equity interest in any entity that indirectly owns any of the Purchased Assets (including by merger or consolidation) or (ii) any other similar significant transaction involving the Purchased Assets (each, an "**Alternative Transaction**"); (b) provide information or documentation with respect to any of the Purchased Assets to any Person, other than Buyer (or its designated Representatives) or as required by Law, relating to an Alternative Transaction; (c) afford any access to the Seller Employees, Facilities or Purchased Assets to any person or entity, other than Buyer (or its designated Representatives), relating to an Alternative Transaction; (d) enter into an understanding, arrangement or agreement with any Person, other than Buyer (or its designated Representatives), providing for an Alternative Transaction; or (e) otherwise assist or facilitate the making of, or cooperate in any way regarding any inquiry, offer or proposal by any Person, other than Buyer (or its designated Representatives), relating to an Alternative Transaction. If any Seller or any of its Representatives receives any inquiry, offer or proposal relating to an Alternative Transaction, then such Seller shall promptly notify Buyer thereof, including information as to the substance of such inquiry, offer or proposal but excluding the identity of the Person making such inquiry, offer or proposal, unless Seller is prohibited from so notifying Buyer pursuant to any non-disclosure agreement in effect as of the date hereof. Notwithstanding the foregoing, (1) Sellers and the Seller Affiliates shall be permitted to engage in any direct or indirect sale, purchase, joint venture, management, clinical integration or service line development arrangement or similar transaction with any Person, so long as such arrangement or transaction does not relate to any of the Purchased Assets, and (2) Sellers and the Seller Affiliates may directly and indirectly engage in corporate-level acquisitions, dispositions or similar transactions of the stock or securities of Seller Guarantor, including macro-level mergers, recapitalizations or reorganizations, so long as the acquirer remains bound by the terms of this Agreement.

Confidentiality.

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

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

(c) Prior to the Closing, unless otherwise required by applicable Laws (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 any press releases or public announcements are to be issued or made following the Closing relating to the Contemplated Transactions the timing and content of such press releases and public announcements shall be mutually agreed between Seller Guarantor and Buyer Guarantor.

(d) 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.

Casualty. If any part of the Purchased Assets is damaged, lost or destroyed (whether by fire, theft, vandalism or other cause or casualty), in whole or in part, prior to the Effective Time (such damaged, lost or destroyed assets, the "**Damaged Assets**"), Buyer may, at its option, (a) reduce the Purchase Price by the greater of (i) the fair market value of the Damaged Assets (such value to be determined as of the date immediately prior to such damage, loss or destruction or (ii) the estimated cost to replace or restore the Damaged Assets, (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 \$[●] terminate this Agreement. **[Note to Steward: Discuss.]** Any reduction in the Purchase Price pursuant to this Section 6.15 shall be determined by the Accounting Firm. Until the Effective Time, Sellers will bear all risk of loss with respect to the Damaged Assets.

Insurance Policies. Except as set forth on Schedule 6.16, 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 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 provide minimum coverage in an amount no less than the coverage currently maintained under the applicable Insurance Policy. Seller Representative shall deliver to Buyer evidence

of Sellers' purchase of the Tail Policies at least two (2) Business Days prior to the Closing Date. The cost of the Tail Policies shall be borne by Sellers.

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

COVID-19 Funds and Medicare Accelerated and Advance Payments. *[Note to Steward: Discuss relevance. There are two possible approaches here: (1) the amounts are repaid by Sellers at Closing; or (2) the amounts are paid by Sellers to Buyer only as and when recouped by CMS. Aside from the timing component, the advantage of the second option is that it preserves the possibility that the loans could be forgiven. This Section has been drafted by Buyer with option 1 in mind. This is ultimately a business call, but please let us know if Sellers want to push for option 2]*

(a) From and after the date hereof and following the Effective Time, each Seller shall comply in all material respects with the Relief Fund Payment Terms and Conditions and all Laws applicable to the Medicare Accelerated and Advance Payments and COVID-19 Funds that have been received by such Seller, including the timely submission of any required attestations, certifications, reports, financial records and other data elements for required reporting and audits. Each Seller shall return any COVID-19 Funds that Seller is not entitled to retain to the applicable Governmental Authority within the timeframes required by the applicable Relief Fund Payment Terms and Conditions and applicable Law.

(b) No later than thirty (30) days prior to the Closing Date, Sellers shall repay (such repayment, the "**Initial MAAP Repayment**") to CMS, or the applicable Medicare administrative contractor, all Medicare Accelerated and Advance Payments, including those Medicare Accelerated and Advance Payments set forth on Schedule 4.11(l). On the Closing Date, Sellers shall repay to CMS, or the applicable Medicare administrative contractor, all Medicare Accelerated and Advance Payments that have not been repaid as part of the Initial MAAP Repayment, including those Medicare Accelerated and Advance Payments received after the Initial MAAP Repayment, if any.

(a) From and after the date hereof and following the Effective Time, each Seller shall timely respond to any requests for information, audit or other communication from any Governmental Authority directed at such Seller relating to COVID-19 Funds and Medicare Accelerated and Advance Payments that have been received by such Seller.

7. ADDITIONAL AGREEMENTS.

Seller Employees

(a) As of the Effective Time, Sellers shall terminate or cause the Seller Affiliates to terminate all Seller Employees, and Buyer or one of its Affiliates ("**Buyer Employer**") shall make offers

of employment to all Seller Employees. Sellers shall retain all Liabilities for any severance or separation benefits owed to any Seller Employee who does not become a Transferred Employee (other than as a result of a breach of this Section 7.1 by any Buyer Employer); *provided* that such offer of employment made by Buyer or one of its Affiliates complies with Section 7.1(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.

(b) During the period commencing on the Closing Date and ending on the first anniversary of the Closing Date (or if earlier, the date of the Transferred Employee’s termination of employment with Buyer Employer), Buyer Employer shall provide each Transferred Employee with (i) base salary or hourly wages which are no less than the base salary or hourly wages provided by the applicable Seller or Seller Affiliate immediately prior to the Closing, (ii) cash-based incentive and bonus opportunities which are no less favorable than the cash-based incentive and bonus opportunities provided by the applicable Seller or Seller Affiliate immediately prior to the Closing, and (iii) employee benefits, including retirement, welfare and paid time off, at least as favorable as those provided to similarly-situated employees of Buyer Employer and its Affiliates working at comparable facilities operated by Buyer Employer and its Affiliates in the Salt Lake City, Utah area.

(c) 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 vesting and prospective benefit accrual under Buyer Employer employee benefit plans and policies, but excluding any defined benefit pension plan within the meaning of Section 3(35) of ERISA and any retirement plan intended to be qualified under Section 401 (including any 401(k) plan). 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 (i) 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, and (ii) with respect to the applicable calendar year in which the Closing occurs, recognize any out-of-pocket expenses (including deductibles, co-pays, and out of pocket maximums) incurred by each of the Transferred Employees and their eligible dependents under any Plans that are welfare benefit plans prior to the Closing Date for purposes of determining deductibles, co-pays and out-of-pocket maximums under Buyer Employer’s applicable medical and welfare benefit plans on and after the Closing Date. 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.

(d) Subject to the terms and conditions of Buyer Employer’s applicable benefit plans, for each Seller Employee (other than any Seller Employee 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, 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(d), the “**Assumed Paid Time Off**”). At or immediately following the Closing, Sellers shall have paid out to the Transferred Employees the Liability as of immediately prior to the Closing for all unused Paid Time Off in excess of the Assumed Paid Time Off. Sellers shall retain any Liabilities as of immediately prior to the Closing for all unused Paid Time Off of all Seller Employees who do not become Transferred Employees.

(e) Prior to the Effective Time, Sellers shall be solely responsible for complying with the WARN Act and any and all obligations under other applicable Laws requiring notice of plant closings, relocations, mass layoffs, reductions in force or similar actions (and for any failures to so comply), in any case, applicable to Seller Employees and other employees of Sellers 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. Following the Effective Time, Buyer Employer shall be solely responsible for complying with the WARN Act and any and all obligations under other applicable Laws requiring notice of plant closings, relocations, mass layoffs, reductions in force or similar actions (and for any failures to so comply), in any case, applicable to Transferred Employees as a result of any action by Buyer Employer following the Effective Time.

(f) From and after the Closing, with respect to any Seller Employee (other than the Transferred Employees) or former employee of Sellers or any Seller Affiliate and any eligible spouse or dependent thereof, Sellers shall retain the obligation for providing notices and continuation coverage under COBRA. Sellers shall offer continuation coverage under the applicable Plan of Sellers to the fullest extent required by COBRA.

(g) As of the Effective Time, Sellers shall pay, or have taken all necessary action to cause to be paid, to the Transferred Employees all wages, bonuses, benefits and other compensation (other than Assumed Paid Time Off) payable to or earned by the Transferred Employees as of the Closing Date on account of such Transferred Employee's termination of employment with Sellers or a Seller Affiliate. As of the Effective Time, Seller shall (i) discontinue participation of the Transferred Employees in all applicable Plans, (ii) waive any allocation conditions on employer contributions with respect to the Transferred Employees under the Section 401(k) plan of an applicable Seller or Seller Affiliate for the plan year in which the Closing Date occurs, (iii) with respect to cash-based incentive and bonus plans, provide that Transferred Employees will be entitled to prorated incentives and bonuses, based on target levels of performance for the plan year (or other applicable period upon which incentives and bonuses are determined) that includes the Closing Date, (iv) make, pay, grant or credit all contributions, incentives, bonuses, accruals and/or other benefits required (or otherwise committed) under the Plans on behalf of eligible Transferred Employees for periods on or prior to the Closing Date, (v) take such actions as are necessary to make, or cause such Plans to make distributions available under the Plans to such Transferred Employees to the extent required or permitted by, and in accordance with, such Plans and applicable Laws, as determined by Sellers and/or their counsel, and (vi) take all steps reasonably necessary to effectuate the preceding, including ensuring that any necessary amendments to the Plans are timely adopted.

(h) Sellers shall retain the Liabilities relating to, arising out of, or resulting from any and all workers' compensation, short- and long-term disability, medical, prescription drug, dental, vision, life insurance, accidental death and dismemberment and other welfare benefit claims incurred prior to the Effective Time by a Seller Employee while participating in a Plan providing such benefits. For these purposes, a claim shall be deemed to be incurred: (i) in the case of short- or long-term disability benefits (including related health benefits), at the time of the injury, sickness or other event giving rise to the claim for such benefits; (ii) in the case of workers' compensation benefits, when the event giving rise to the claim occurs; (iii) in the case of medical, prescription drug, dental or vision benefits, at the time professional services, equipment or prescription drugs covered by the applicable plan are obtained; (iv) in the case of life insurance benefits, upon death; and (v) in the case of accidental death and dismemberment benefits, at the time of the accident.

(i) 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 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.

Post-Closing Access to Information.

(a) 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 Law and requests from Governmental Authorities, and the prosecution or defense of Third-Party Claims. Accordingly, Buyer agrees that, at the sole cost and expense of Sellers (unless Sellers are entitled to indemnification from Buyer pursuant to this Agreement), it will timely make available to Sellers and their respective Representatives the Books and Records and such information, documents and computer data as may be available relating to the Purchased Assets and the Business in respect of periods prior to the Effective Time and will permit Sellers (or their respective Representatives) to make copies of such Books and Records, information, documents and computer data. Sellers agree that, at the sole cost and expense of Buyer (unless Buyer is entitled to indemnification from Sellers pursuant to this Agreement), Sellers will timely make available to Buyer and its Representatives such information, documents and computer data relating to the Purchased Assets and the Business in respect of periods prior to the Effective Time as may be in the possession of any Seller or Seller Affiliate and will permit Buyer (or its Representatives) to make copies of such documents and information.

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

(b) Buyer shall cooperate with Sellers, on a timely basis and as reasonably requested by any Seller, in connection with the provision of all data of the Business and other information required by any Seller for reporting to the DNV for the remainder of the quarterly period in which the Closing has occurred.

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

Confidentiality; Non-Competition; Non-Solicitation. 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), and as a material inducement to Buyer and Sellers to enter into and perform their respective obligations under this Agreement, effective as of the Effective Time, each Seller and Buyer agrees as follows: ***[Note to Steward: Discuss scope of these covenants, including whether we want a non-solicit from Buyer for any of our retained employees.]***

(a) No Seller shall use for itself or any other Person, or disclose to any other Person, any Confidential Information included in the Purchased Assets, except to the extent such use or disclosure is (i) approved in writing in advance by Buyer, (ii) expressly permitted or required pursuant to the terms of this Agreement, or (iii) required by Law or any Order (in which event, to the extent legally permissible, 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 (at the sole cost and expense of Buyer) and shall limit such disclosure to the extent reasonably possible while still complying with such requirements). Each Seller shall use commercially reasonable efforts to safeguard Confidential Information included in the Purchased Assets and to protect it against disclosure, misuse, espionage, loss and theft.

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

(c) Each Seller acknowledges that such Seller has become, and following the date of this Agreement shall continue to be, familiar with Confidential Information included in the Purchased Assets. 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, engage in a Restricted Business within the Restricted Area. Notwithstanding the forgoing, this clause (c) shall not apply to (i) any acquisition or other corporate transaction by any Seller or any Seller Affiliate during the Restricted Period in which such Seller or Seller Affiliate, in any manner, directly or indirectly, acquires any business that is engaged in the Restricted Business within the Restricted Area, so long as such Seller or Seller Affiliate divests the portion of such business that is engaged in the Restricted Business within the Restricted Area within 24 months following the closing of such acquisition or other corporate transaction, (ii) the continued operation of any existing operations of any Seller or any Seller Affiliate that are not included in the transactions contemplated by this Agreement or (iii) any entity resulting from a change in control of any Seller or any Seller Affiliate, but only to the extent such entity owned or operated a Restricted Business within the Restricted Territory prior to such change in control (excluding Sellers and their Affiliates as of immediately prior to such change of control).

(d) During the Restricted Period, each Seller shall not, and shall cause the Seller Affiliates not to, directly or indirectly, in any capacity, encourage, induce, solicit or attempt to encourage, induce or solicit (i) any officer, director, manager, employee or independent contractor of Buyer Employer who primarily provides services to the Business and works and resides in the State of Utah or who has been introduced to Seller and its Affiliates through the negotiation of this Agreement and the Contemplated Transactions or (ii) any Transferred Employee to leave the employ of Buyer Employer or any of Buyer Employer's Affiliates or terminate or diminish any relationship with Buyer Employer or any

of Buyer Employer's Affiliates; provided that the foregoing shall not apply to (i) any direct or indirect general solicitation by any Seller or Seller Affiliate that is not directed specifically to any such Person or (ii) any such Person whose employment has been terminated by such Person or by any Buyer Employer or any of Buyer Employer's Affiliates for a period of one hundred eighty (180) days or more.

(e) From the date of this Agreement until the earlier of the Effective Time or the End Date, Buyer Guarantor and Buyer will, and will cause their respective Affiliates not to, directly or indirectly, in any capacity, encourage, induce, solicit or attempt to encourage, induce or solicit any physician or other provider employee in the Restricted Area of Seller Guarantor, any Seller or any of its or their respective Affiliates to leave the employ of such Seller Guarantor, Seller or Affiliate or terminate or diminish any relationship with such Seller Guarantor, Seller or Affiliate; provided that the foregoing shall not apply to (i) any direct or indirect general solicitation that is not directed specifically to any such Person, or (ii) any such Person whose employment has been terminated by such Person or by such Seller Guarantor, Seller or Affiliate for a period of one hundred eighty (180) days or more.

(f) From the date of this Agreement until the earlier of the Effective Time or the End Date, Seller Guarantor and Sellers will, and will cause their respective Affiliates not to, directly or indirectly, in any capacity, encourage, induce, solicit or attempt to encourage, induce or solicit any physician or other provider employee in the Restricted Area of Buyer Guarantor, Buyer or any of its or their respective Affiliates to leave the employ of such Buyer Guarantor, Buyer or Affiliate or terminate or diminish any relationship with such Buyer Guarantor, Buyer or Affiliate; provided that the foregoing shall not apply to (i) any direct or indirect general solicitation that is not directed specifically to any such Person, or (ii) any such Person whose employment has been terminated by such Person or by such Buyer Guarantor, Buyer or Affiliate for a period of one hundred eighty (180) days or more.

(g) Each Seller and Buyer 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 Sellers and Buyer and the acquisition of the Purchased Assets by Buyer, including the Confidential Information (whether included in the Purchased Assets or Excluded Assets), and agree and acknowledge that such limitations are reasonable with respect to Buyer's and Sellers' activities, business and public purpose. Each Seller and Buyer 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 either (A) Buyer and its Affiliates, the Confidential Information included in the Purchased Assets and the goodwill primarily associated with the Business or (B) Sellers and their Affiliates and the Confidential Information included in the Excluded Assets, as the case may be, and that in each case, without such protection, Buyer's or Seller's (as the case may be) competitive advantage would be materially adversely affected; and (iii) the agreements in this Section 7.3 are an essential inducement to Buyer and Sellers to enter into this Agreement and they are in addition to, rather than in lieu of, any similar or related covenants to which Buyer or such Seller is party or by which it is bound. Each Seller and Buyer agrees and acknowledges that the violation of the covenants or agreements in this Section 7.3 would cause irreparable injury to Buyer and its Affiliates or Sellers and their Affiliates, as the case may be, and that monetary damages and any other remedies at law for any violation or threatened violation thereof would be inadequate, and that, in addition to whatever other remedies may be available at law or in equity, Buyer and its Affiliates or Sellers and their Affiliates, as the case may be, 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. 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.

(h) 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 Laws being substituted for the period, scope or geographical area hereunder.

Transition Patients. To compensate Sellers for services rendered and medicine, drugs and supplies provided up to the Effective Time with respect to patients who are admitted to the Hospitals prior to the Effective Time but who are not discharged until after the Effective Time (such patients being referred to herein as the “**Transition Patients**” and services rendered to them being referred to herein as the “**Transition Patient Services**”), the Parties shall take the following actions:

(a) To the extent required by applicable Law, or to the extent the applicable Government Program or Private Program will accept a cut-off billing, Sellers shall prepare the cut-off billings for the period prior to the Effective Time (“**Interim Billing**”) for each Transition Patient for which Interim Billing is required or permitted, and shall send such Interim Billing to the applicable Transition Patient, Government Program or Private Program. Sellers shall be entitled to all amounts received by Sellers pursuant to any such Interim Billings.

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

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

(d) For Transition Patient Services provided to a Non-DRG Transition Patient, the applicable Seller shall be entitled to an amount equal to (A) the total payments received by Buyer and such Seller for such Non-DRG Transition Patient (including any deposits, deductibles, or copayments, whether received by Buyer or Seller), multiplied by a fraction, the numerator of which shall be the total

number of days prior to the Effective Time on which the applicable Hospital provided Transition Patient Services to such Non-DRG Transition Patient and the denominator of which shall be the total number of days with respect to such Non-DRG Transition Patient's stay at the applicable Hospital minus (B) any deposits, deductibles or co-payments paid by or on behalf of the applicable Non-DRG Transition Patient to Seller or any of Seller's Affiliates prior to the Effective Time. Buyer will make such payments to the applicable Seller within ten (10) Business Days of receipt of such payment.

(e) In addition to the other payments contemplated by this Section 7.4 (or elsewhere in this Agreement), (i) if Seller or any Seller Affiliate receives any amount from patients, Government Programs or Private Programs which relates to services rendered by the Facilities after the Effective Time, the applicable Seller or Seller Affiliate will remit such amount to Buyer within ten (10) Business Days of receiving such amount; and (ii) if Buyer receives any amount from patients, Government Programs or Private Programs which relates to services rendered by the Facilities prior to the Effective Time, Buyer will remit such amount to the applicable Seller within ten (10) Business Days of receiving such amount.

(a) [Notwithstanding anything to the contrary in this Agreement, neither Buyer nor Sellers shall be entitled to withhold any of the respective payments due and owing under this Section 7.4 by means of setoff against any amount owed by any other Party.] **[Note to Steward: Discuss.]**

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

(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 Cost Report Settlements related to) all Cost Reports relating to the Facilities and the Business for periods ending prior to the Effective Time or required as a result of the consummation of the Contemplated Transactions (collectively, the "**Seller Cost Reports**"). Buyer shall make available, in a timely and reasonable manner, to Sellers any information and records that are in Buyer's possession and that are reasonably necessary, as determined by Sellers in their reasonable discretion, for Sellers to prepare the Seller Cost Reports. Buyer shall forward to Sellers any and all correspondence relating to the Seller Cost Reports within ten (10) Business Days after receipt by Buyer. Buyer shall remit to the applicable Seller any Cost Report Settlements promptly (but no later than ten (10) Business Days) 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 Liabilities and obligations associated with the Seller Cost Reports and all rights related to the Cost Report Settlements. Such rights shall include the right to appeal any Medicare determinations relating to Cost Report Settlements. Sellers shall retain the originals of the Seller Cost Reports, correspondence, work papers, and other documents relating to the Seller Cost Reports and the Cost Report Settlements. Sellers shall use commercially reasonable efforts to timely and accurately respond to all audit and other supplemental information requests related to the Seller Cost Reports. In the event that any Government Program or Private Cost-Based Program offsets, withholds, recoups, or reduces any amounts payable or paid to Buyer or any of its Affiliates as a result of any Liabilities or obligations of Sellers or their predecessors in respect of periods ending prior to the Effective Time arising under the terms of the Government Programs or Private Cost-Based Programs (including as a consequence of any Seller's failure to timely file any Seller Cost Report or respond to any audit or other supplemental information request), Sellers shall tender to Buyer or such Affiliate an amount equal to the amount of such offset, withheld, recouped or reduced amounts within ten (10) Business Days after the applicable Seller's receipt from Buyer or such Affiliate of written notice of such offset, withhold, recoupment or reduction; *provided, however*, that Buyer shall use its best efforts to cooperate with the applicable Seller's efforts to appeal such offset, withhold, recoupment or reduction, and the applicable Seller shall be solely entitled to any later settlement or refund awarded as a result of such appeal.

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

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

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

(a) [Notwithstanding anything to the contrary in this Agreement, neither Buyer nor Sellers shall be entitled to recover any of the respective payments due and owing under this Section 7.5 by means of setoff against any amount owed by any other Party.] **[Note to Steward: Discuss.]**

CMS Reporting.

(a) Following the Effective Time, Buyer will cooperate with Sellers in all reasonable respects in providing, in a timely and reasonable manner, documents or data that Sellers reasonably believe are necessary or appropriate for a Seller to file with respect to CMS Reporting for all CMS Program Performance Periods ending 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, in a timely and reasonable manner, pre-Closing documents or data that Buyer reasonably believes are necessary or appropriate for Buyer to file with respect to CMS Reporting for

CMS Program Performance Periods in which the Effective Time occurs and any subsequent CMS Program Performance Periods. 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 or one of its Affiliates incurs a recoupment, penalty, repayment of, or reduction in, fees paid by CMS to Buyer or such Affiliate under any Government Programs for services rendered by Buyer or such Affiliate after the Effective Time or services rendered by any Seller or any Practitioner providing services through or on behalf of a Seller prior to the Effective Time, and which recoupment, penalty, repayment of, or reduction in, fees is solely based on CMS Reporting (or failure to report) by any Person, including Buyer, Seller or any Practitioner, relating to services provided by any Seller or any Practitioner through or on behalf of any Seller prior to the Effective Time, 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 such CMS Reporting within ten (10) Business Days after notice by Buyer to Sellers of such amount due; *provided, however*, that Buyer shall use its best efforts to cooperate with the applicable Seller's efforts to appeal such offset, withhold, recoupment or reduction, and the applicable Seller shall be solely entitled to any later settlement or refund awarded as a result of such appeal. For clarity, to the extent that a Seller or a Practitioner providing services through or on behalf of a Seller receives a negative score under such CMS Reporting resulting in a reduction in claim reimbursement amounts to Buyer or one of its Affiliates, Sellers will pay to Buyer the differential in claim reimbursement amounts based on such negative score. Notwithstanding the foregoing in this Section 7.6(c), if the applicable Seller delivers a written notice of disagreement of any assertion or calculation in the CMS Reporting Reduction Notice ("**CMS Reporting Notice of Disagreement**") within ten (10) Business Days to Buyer or its Affiliate, the applicable Seller shall not be required to tender such amount within such time period and the parties shall use commercially reasonable efforts to resolve the dispute. If Buyer or its Affiliates, on the one hand, and Sellers, on the other hand, are not able to resolve their differences in the ten (10) Business Day period after Buyer's or its Affiliate's receipt of the CMS Reporting Notice of Disagreement, all matters that remain subject to the dispute will be submitted for final and binding resolution to the Accounting Firm, with the fees and expenses of the Accounting Firm equally borne by Buyer or its Affiliate, on the one hand, and Sellers, on the other hand.

(d) To the extent Buyer or one of its Affiliates incurs a recoupment, penalty, repayment of, or reduction in, fees paid by CMS to Buyer or such Affiliate due to, or is required to refund, reimburse or repay, (i) any portion of an increased payment made under a Government Program to any Seller prior to the Effective Time or (ii) 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, in all cases, solely based on CMS Reporting, Sellers will pay to Buyer the amount of the recoupment, penalty, repayment of, or reduction in, fees or the required refund, reimbursement or repayment within ten (10) Business Days after notice to Sellers of such amount due; ("**Non-Claims Based Payment Notice**"); *provided, however*, that Buyer shall use its best efforts to cooperate with the applicable Seller's efforts to appeal such recoupment, penalty, repayment or reduction, and the applicable Seller shall be solely entitled to any later settlement or refund awarded as a result of such appeal.

(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, the Parties shall share any CMS Program 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 to the applicable Seller such Seller's pro rata share of such CMS Program Payments 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 or one of its Affiliates is required to refund or repay any portion of any CMS Program Payments, Sellers will pay to Buyer an amount equal to Sellers' pro rata portion of the required refund or repayment within ten (10) Business Days after notice to Sellers of such amount due.

(b) [Notwithstanding anything to the contrary in this Agreement neither Buyer nor Sellers shall be entitled to recover any of the respective payments due and owing under this Section 7.6 by means of setoff against any amount owed by any other Party] **[Note to Steward: Discuss.]**

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 or state fiscal years, as applicable, ending prior to the Effective Time will be paid to Sellers;

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

(c) Any such amounts that correspond to the Federal Fiscal Year or state fiscal year, as applicable, during which the Effective Time occurs will be allocated between Buyer and 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).

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 TriCare provider numbers, federal employer identification numbers, and such other information as may be reasonably necessary) ("**Sellers' Billing Information**") for purposes of submitting claims to Medicare, Medicaid and TriCare for services provided at the Facilities by Buyer or any of its Affiliates after the Effective Time. To the extent allowed by applicable Law, each such license shall be effective (a) for purposes of Medicare, until CMS and the applicable CMS Medicare administrative contractor approve Buyer's or its Affiliate's Medicare change of ownership application and issue a tie-in notice and approval letter acknowledging that Buyer (or its Affiliate) may be reimbursed for claims submitted using Buyer's (or such Affiliate's) billing identification information; and (b) for purposes of Medicaid and any other Government Programs, until the applicable Medicaid program(s) or 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, Sellers (or their Affiliates) shall not act to: (i) terminate any of their billing identification information except as required by applicable Law; (ii) close any accounts used by 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 or 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). Buyer agrees to indemnify and hold harmless the Seller Indemnified Parties from any 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 Buyer's or Buyer's Affiliates' use of Sellers' Billing Information in accordance

with Article 10.

7.9 Guaranty

(a) Seller Guarantor hereby guarantees the prompt and faithful performance and observation by Sellers of each and every obligation, covenant and agreement of Sellers contained in this Agreement, the other Transaction Documents and any amendment, extension, renewal and/or modification thereof. The obligation of Seller Guarantor under this Section 7.9(a) is an unconditional and irrevocable guaranty of payment and performance, and may be enforced directly against Seller Guarantor as a primary obligation of Seller Guarantor. This obligation is a continuing guaranty and shall remain in effect, and the obligations of Seller Guarantor shall not be affected, modified or impaired by the extension of the time for performance or payment of money pursuant to this Agreement, or of the time for performance of any other obligations, covenants or agreements under or arising out of this Agreement or any ancillary documents hereto or the extension or the renewal thereof, whether or not with notice or consent of Seller Guarantor. Seller Guarantor agrees not to assert any defense that could not otherwise be asserted by Sellers. Seller Guarantor hereby expressly waives any right or claim to force Buyer to proceed first against Sellers or any other guarantor or any other Person in the event of non-payment or non-performance. The obligations under this guaranty shall not be reduced, impaired or in any way affected by: (i) receivership, insolvency, bankruptcy or other proceedings affecting any Seller or any Seller's assets; or (ii) receivership, insolvency, bankruptcy or other proceedings affecting Seller Guarantor or any of its assets. This guaranty covers any and all of the obligations of Sellers under this Agreement, the other Transaction Documents and any amendment, extension, renewal and/or modification thereof, whether presently outstanding or arising subsequent to the date hereof. Seller Guarantor hereby waives (w) notice of acceptance hereof, (x) grace, demand, presentment and protest with respect to the obligations under this Agreement, (y) notice of non-payment or other defaults, of intention to accelerate and of acceleration of the obligations under this Agreement and (z) any other notices, in each case of clauses (w) through (y), except to the extent expressly required under this Agreement to be given to Sellers.

(b) Buyer Guarantor hereby guarantees the prompt and faithful performance and observation by Buyer of each and every obligation, covenant and agreement of Buyer contained in this Agreement (including the obligation to pay the Estimated Purchase Price to Sellers at the Closing), the other Transaction Documents and any amendment, extension, renewal and/or modification thereof. The obligation of Buyer Guarantor under this Section 7.9(b) is an unconditional and irrevocable guaranty of payment and performance, and may be enforced directly against Buyer Guarantor as a primary obligation of Buyer Guarantor. This obligation is a continuing guaranty and shall remain in effect, and the obligations of Buyer Guarantor shall not be affected, modified or impaired by the extension of the time for performance or payment of money pursuant to this Agreement, or of the time for performance of any other obligations, covenants or agreements under or arising out of this Agreement or any ancillary documents hereto or the extension or the renewal thereof, whether or not with notice or consent of Buyer Guarantor. Buyer Guarantor agrees not to assert any defense that could not otherwise be asserted by Buyer. Buyer Guarantor hereby expressly waives any right or claim to force Sellers or Seller Representative to proceed first against Buyer or any other guarantor or any other Person in the event of non-payment or non-performance. The obligations under this guaranty shall not be reduced, impaired or in any way affected by: (i) receivership, insolvency, bankruptcy or other proceedings affecting Buyer or any Buyer's assets; or (ii) receivership, insolvency, bankruptcy or other proceedings affecting Buyer Guarantor or any of its assets. This guaranty covers any and all of the obligations of Buyer under this Agreement, the other Transaction Documents and any amendment, extension, renewal and/or modification thereof, whether presently outstanding or arising subsequent to the date hereof. Buyer Guarantor hereby waives (w) notice of acceptance hereof, (x) grace, demand, presentment and protest with respect to the obligations under this Agreement, (y) notice of non-payment or other defaults, of

intention to accelerate and of acceleration of the obligations under this Agreement and (z) any other notices, in each case of clauses (w) through (y), except to the extent expressly required under this Agreement to be given to Buyer.

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(o). After the Closing Date, Sellers shall take such reasonable actions and execute such reasonable documents as reasonably requested and as 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 reasonably 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.

Credentialing and Medical Staff Records Maintenance. To the extent required by applicable Law, Sellers shall, at Sellers' cost, retain, and act as a custodian with respect to, and respond in a reasonably timely manner to requests for, Credentialing and Medical Staff Records. Sellers shall assign, notify Buyer of, 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.

Medical Staff. To ensure continuity of care in the community, Buyer agrees to take commercially reasonable efforts to ensure that the operations of each Hospital's medical staff will be substantially unchanged as a result of the consummation of the Contemplated Transactions, including each Hospital's medical staff members in good standing as of the Effective Time will maintain, to the extent possible under Buyer's then-current policies and practices, medical staff privileges without change in medical staff status (e.g., active, courtesy) at each respective Hospital as of the Effective Time and each Hospital's medical staff officers in place immediately prior to the Effective Time will remain, to the extent possible under Buyer's then-current policies and practices, in their same positions as of the Effective Time. As of and after the Effective Time, each Hospital's medical staff will be subject to each Hospital's medical staff bylaws then in effect to the extent consistent with applicable Law.

Cooperation on Compliance Matters. Following the Effective Time, if any compliance matter is identified by a Party, whether through internal audit or otherwise, for which another Party hereto may bear responsibility or exposure (a "**Compliance Matter**"), then such Party shall provide prompt written notice to such other Party. Because any such Compliance Matter may impact Buyer and Sellers, the Parties acknowledge that both Buyer and Sellers shall have a common interest in fully resolving all such Compliance Matters and cooperating in good faith to do so. To the extent necessary to preserve attorney client privilege and work product doctrine relating to the investigation or resolution of any Compliance Matter, the Parties agree that a common interest privilege shall exist with respect to any communications relating to the investigation and resolution of the Compliance Matter and, to the extent necessary and requested by any Party or its counsel, the Parties and their respective counsel shall enter into a written agreement to memorialize this common interest privilege existing among them relating to the Compliance Matter. The Parties will thereafter cooperate reasonably with each other in any internal investigations or audits and shall make available to the other, as reasonably requested, any and all relevant information and, further, shall provide personnel as may be reasonably necessary and appropriate for purposes of analyzing and resolving such Compliance Matter. In order to ensure the accuracy of any report of any Compliance Matter to a third party, the Parties agree that neither shall make any such report or disclosure to, or in respect of, any federally-funded or state-funded health care program, including Medicare, Medicaid, and

TRICARE, or private third party payor with respect to any Compliance Matter which might give rise to liability of the other Party without at least thirty (30) days' prior written notice to, and participation and approval of the report by, such other Party. All Parties agree to cooperate fully and in good faith as necessary in the resolution of all Compliance Matters, and, subject to Article 10. Buyer and Sellers shall each bear their own expenses in connection therewith.

8. CONDITIONS PRECEDENT TO OBLIGATIONS OF BUYER.

The obligations of Buyer and Buyer Guarantor 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:

Representations and Warranties. Each of the representations and warranties of Sellers and Seller Guarantor contained in this Agreement (a) that is not a Seller Fundamental Representation shall be true and correct in all respects (without giving duplicative effect to any limitation or qualification as to Material Adverse Effect, materiality or similar phrases set forth therein) on and as of the 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), except where the failure of such representations and warranties to be true and correct would not, individually or in the aggregate, have a Material Adverse Effect, and (b) that is a Seller Fundamental Representation shall be true and correct in all material respects (without giving duplicative effect to any limitation or qualification as to Material Adverse Effect, materiality or similar phrases set forth therein) on and as of the 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).

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

No Material Adverse Effect. There shall have been no Material Adverse Effect since the date of this Agreement that is continuing (*provided, however*, that a casualty or condemnation event shall not be considered a Material Adverse Effect for purposes of this Section 8.3 and shall instead be subject to the provisions of Section 6.15).

Pre-Closing Confirmations. Buyer shall have obtained:

(a) from the applicable Governmental Authorities the Approvals set forth on Schedule 8.4(a) effective as of the Effective Time; and

(b) any applicable waiting period (and any extension of such waiting period) under the HSR Act or other acquisition control or competition Laws relating to the Contemplated Transactions shall have expired or been terminated.

Action/Proceeding. No Governmental Authority shall have issued an Order that is then in effect restraining or prohibiting the consummation of the Contemplated Transactions. No Governmental Authority shall have commenced or threatened in writing to commence any Proceeding before any Governmental Authority that remains unresolved on the Closing Date and 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 a material portion of the

Purchased Assets.

Closing Documents. Each Seller and Seller Representative shall have executed and delivered to Buyer all of the items required to be delivered by such Seller or Seller Representative as contemplated by Section 3.2.

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 8.7.

Tail Insurance. Seller Representative shall have purchased the Tail Policies described in Section 6.16 and shall have delivered certificates of insurance to Buyer evidencing the same.

MPT-Owned Real Property.

(a) The Existing MPT Lease Termination Agreement shall have become effective concurrently with the Effective Time and shall not have been modified, terminated, revoked or rescinded on or prior to the Closing Date and shall be in full force and effect on the Closing Date; and

(b) the New MPT Leases shall have become effective concurrently with the Effective Time and shall not have been terminated, revoked or rescinded by MPT (nor shall MPT have threatened to terminate, revoke or rescind the New MPT Leases) on or prior to the Closing Date and shall be in full force and effect on the Closing Date.

9. CONDITIONS PRECEDENT TO OBLIGATIONS OF SELLERS.

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

Representations and Warranties. Each of the representations and warranties of Buyer and Buyer Guarantor contained in this Agreement (a) that is not a Buyer Fundamental Representation shall be true and correct in all respects (without giving duplicative effect to any limitation or qualification as to Buyer Material Adverse Effect, materiality or similar phrases set forth therein) 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), except where the failure of such representations and warranties to be true and correct would not, individually or in the aggregate, have a Buyer Material Adverse Effect, and (b) that is a Buyer Fundamental Representation shall be true and correct in all material respects (without giving duplicative effect to any limitation or qualification as to Buyer Material Adverse Effect, materiality or similar phrases set forth therein) 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).

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

Action/Proceeding. No Governmental Authority shall have issued an Order that is then in effect restraining or prohibiting the consummation of the Contemplated Transactions. No Governmental Authority shall have commenced or threatened in writing to commence any Proceeding before any

Governmental Authority that remains unresolved on the Closing Date and 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 a material portion of the Purchased Assets or the ability of Sellers to enjoy the full use and enjoyment of a material portion of its assets.

HSR Act. Any applicable waiting period (and any extension of such waiting period) under the HSR Act or other acquisition control or competition Laws relating to the Contemplated Transactions shall have expired or been terminated. The Parties shall have obtained from the applicable Governmental Authorities the Approvals set forth on Schedule 8.4(a) effective as of the Effective Time.

Closing Documents. Buyer and Buyer Guarantor shall have executed and delivered to Seller Representative all of the items required to be delivered by Buyer or Buyer Guarantor as contemplated by Section 3.3.

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

9.8 MPT-Owned Real Property.

(a) The Existing MPT Lease Termination Agreement shall have become effective concurrently with the Effective Time and shall not have been modified, terminated, revoked or rescinded on or prior to the Closing Date and shall be in full force and effect on the Closing Date; and

(b) the New MPT Leases shall have become effective concurrently with the Effective Time and shall not have been terminated, revoked or rescinded by MPT (nor shall MPT have threatened to terminate, revoke or rescind the New MPT Leases) on or prior to the Closing Date and shall be in full force and effect on the Closing Date.

10. INDEMNIFICATION.

Indemnification by Sellers and Seller Guarantor.

(a) From and after the Closing Date and subject to the terms and conditions of this Agreement, Sellers and Seller Guarantor shall, jointly and severally, indemnify, defend and hold harmless Buyer, its Affiliates, and its and their respective Representatives, managers, 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 or Seller Guarantor in this Agreement; (ii) any breach, noncompliance or nonfulfillment of any covenants or other agreements made by any Seller or Seller Guarantor in this Agreement; (iii) any of the Excluded Assets or Excluded Liabilities; (iv) any COBRA continuation coverage for any Person who becomes covered under Buyer Employer’s group health plan as an M&A qualified beneficiary described in Treas. Reg. § 54.4980B-9, or otherwise, other than a Transferred Employee or dependent of a Transferred Employee (a “**Beneficiary**”), or any COBRA continuation coverage relating to any such Beneficiary; and (v) any Fraud in the making of the representations or warranties contained in Article 4.

(b) Sellers and Seller Guarantor shall have no obligation to indemnify the Buyer Indemnified Parties pursuant to Section 10.1(a)(i) for any Losses unless and until the aggregate amount of all such Losses incurred or suffered by the Buyer Indemnified Parties exceeds \$[●] (the “**Seller Threshold**”), upon which event the Buyer Indemnified Parties shall be entitled to indemnification under Section 10.1(a)(i) for the amount of all Losses to the extent they exceed 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)-(v) shall not be subject to the Seller Threshold.

(c) In no event shall Sellers’ and Seller Guarantor’s aggregate Liability in respect of claims for indemnification pursuant to Section 10.1(a)(i) exceed \$[●] (the “**Seller Representations 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 Representations Cap. *[Note to Steward: Confirm that you are comfortable with the fact that the compliance with law and healthcare-related R&Ws within the definition of Seller’s Significant Representations will be capped at the purchase price.]*

(d) In no event shall Sellers’ and Seller Guarantor’s aggregate Liability in respect of claims for indemnification 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 pursuant to Section 10.1(a)(i) or indemnification pursuant to Sections 10.1(a)(ii)-(v) exceed \$[●] (the “**Seller Indemnity Cap**”, together with the Seller Representations Cap, the “**Seller Cap**”).

10.2 Indemnification by Buyer and Buyer Guarantor.

(a) From and after the Closing Date and subject to the terms and conditions of this Agreement, Buyer and Buyer Guarantor shall, jointly and severally, indemnify, defend and hold harmless Sellers, Seller Guarantor, their respective Affiliates, and its and their respective Representatives, managers, equityholders, 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 or Buyer Guarantor in this Agreement; (ii) any breach, noncompliance, or non-fulfillment of any covenants or other agreements made by Buyer or Buyer Guarantor in this Agreement; (iii) any of the Purchased Assets or Assumed Liabilities; (iv) Buyer’s or Buyer’s Affiliates’ use of Sellers’ Billing Information (pursuant to Section 7.8 or otherwise); and (v) any Fraud in the making of the representations or warranties contained in Article 5.

(b) Neither Buyer nor Buyer Guarantor shall have any 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 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 to the extent they exceed 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)-(v) shall not be subject to the Buyer Threshold.

(c) In no event shall Buyer's and Buyer Guarantor's aggregate Liability in respect of claims for indemnification pursuant to Section 10.2(a)(i) exceed \$[●] (the "**Buyer Representations 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 Representations Cap.

(d) In no event shall Buyer's and Buyer Guarantor's aggregate Liability in respect of claims for indemnification 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 pursuant to Sections 10.2(a)(i) or indemnification pursuant to Sections 10.2(a)(ii)-(v) exceed \$[●] (the "**Buyer Indemnity Cap**", together with the Buyer Representations Cap, the "**Buyer Cap**").

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 describing (i) the facts giving rise to any claim for indemnification hereunder and (ii) the amount or method of computation of the amount of such claim, in each case to the extent known, and shall provide any other reasonable information with respect thereto as the Indemnifying Party may reasonably request; 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 such Third-Party Claim, 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. 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, (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 actively 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 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, except as set forth below). The Indemnified 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 Indemnifying Party, which will not be unreasonably withheld, conditioned or delayed.

(c) If the Indemnifying Party is controlling the defense of any Third-Party Claim in accordance with Section 10.3, 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. 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, which will not be unreasonably withheld, conditioned or delayed.

(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.

Manner of Payment. 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.

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. 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 Seller Representative 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, Buyer, Guarantor, Seller Guarantor or Sellers, as applicable, any portion of such insurance or other recoveries in excess of the indemnification payment or payments actually received from Buyer, Buyer Guarantor, Seller Guarantor or Sellers, as applicable, with respect to such Losses.

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

Document. To the extent that Buyer or Buyer Guarantor has an indemnification obligation to any Seller Indemnified Party pursuant to this Article 10 or any other obligation to any Seller Indemnified Party pursuant to any Transaction Document, any of the Seller Indemnified Parties may set off the amount of such obligation against any amounts then due and unpaid to any Buyer or Buyer Guarantor by any of the Seller Indemnified Parties pursuant to this Agreement or any other Transaction Document. The exercise of such set-off right by a Party, whether or not ultimately determined to be justified, shall not constitute a breach of this Agreement.

(c) For purposes of (i) determining whether or not a representation or warranty made by Sellers, Seller Guarantor, Buyer or Buyer Guarantor in this Agreement 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 words or phrases shall be disregarded; provided, however, that (A) the references to “materiality,” “material,” “in all material respects” and “Material Adverse Effect” in the following representations and warranties shall not be disregarded: the representations and warranties set forth in Section 4.5 and Section 4.27, and (ii) the definitions of Material Contract and Material Payor Agreement shall continue to have their corresponding meanings set forth in this Agreement and the interpretation thereof shall not be altered by this Section 10.5(c).

(d) If an Indemnified Party incurs or becomes subject to Losses resulting from, arising out of, relating to or in connection with both (i) a breach of, or inaccuracy in, any of the representations or warranties made by Sellers, Seller Guarantor, Buyer or Buyer Guarantor, as applicable, in this Agreement (or any other event or occurrence in respect of which the Buyer Indemnified Parties are entitled to indemnification under Section 10.1(a) and the Seller Indemnified Parties are entitled to indemnification under Section 10.2(a)) and (ii) an Excluded Liability or Assumed Liability, as applicable, then such Buyer Indemnified Party or Seller Indemnified Party, as applicable, in its sole discretion, subject to the other limitations set forth in this Article 10, shall be entitled to seek indemnification in respect of such Losses pursuant to either Section 10.1(a)(i) or Section 10.2(a)(i), as applicable, (or any other applicable provision of Section 10.1(a) or Section 10.2(a)) or Section 10.1(a)(iii) or Section 10.2(a)(iii), as applicable.

(e) An Indemnifying Party shall not be liable for any Loss to the extent that such Loss would not have arisen but for a change in the future reimbursement rates for services provided in connection with the Business after the Closing Date that is unrelated in any way to the circumstances giving rise to the right to indemnification hereunder relating to such Loss.

(f) Each Indemnified Party acknowledges that it is bound by a common law duty to mitigate any Losses for which such Indemnified Party may be entitled to indemnification pursuant to this Article 10, and nothing in this Agreement is intended to alter such Indemnified Party’s common law duty to mitigate.

Exclusive Remedy. 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, Seller Guarantor, Buyer or Buyer Guarantor for the breach, inaccuracy or nonfulfillment of any representation or warranty or any covenants, agreements or other obligations contained in this Agreement, and the sole remedy of the Buyer Indemnified Parties, the Seller Indemnified Parties, Buyer Guarantor, Seller Guarantor and Seller Representative (on behalf of Sellers’) for any claims for breach of any representation or warranty or covenants, agreements or other obligations arising out of this Agreement or any Law or legal theory applicable thereto; provided, that nothing herein shall preclude any Party from 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

10.9, or equitable remedies.

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 Laws.

Survival.

(a) All representations and warranties contained in or made pursuant to this Agreement shall survive the execution and delivery of this Agreement and the consummation of the Contemplated Transactions. Notwithstanding anything herein to the contrary, none of the Sellers nor Seller Guarantor will be liable with respect to any claim for indemnification pursuant to Section 10.1(a)(i), and neither Buyer nor Buyer Guarantor will 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 Seller Representative 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**” shall mean the date that is twelve (12) months after the Closing Date; provided, that:

(i) with respect to the Seller Fundamental Representations and the Buyer Fundamental Representations, 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; and

(ii) with respect to the Seller Significant Representations, the Survival Expiration Date shall be the date that is twenty-four (24) months after the Closing Date.

(b) Notwithstanding anything herein to the contrary, none of the Sellers nor Seller Guarantor will be liable with respect to any claim for indemnification pursuant to Section 10.1(a)(ii), and neither Buyer nor Buyer Guarantor will be liable with respect to any claim for indemnification pursuant to Section 10.2(a)(ii), in each case with respect to a breach of or failure to perform any covenant or agreement to be performed prior to or on the Closing, unless written notice of such claim is delivered to Seller Representative or Buyer, as the case may be, prior to the Survival Expiration Date.

(c) 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, warranties, covenants or agreements 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 to be performed after the Closing shall survive the Closing until fully performed or observed in accordance with its terms, and (ii) this Section 10.8 shall not affect any rights to bring claims after the Survival Expiration Date based on the obligations of Sellers under Sections 10.1(a)(ii) (with respect to any covenant or agreement to be performed in whole or in part after the Closing) or (iii)-(v) or the obligations of Buyer under Sections 10.2(a)(ii) (with respect to any covenant or agreement to be performed in whole or in part after the Closing) or (iii)-(v).

10.9 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 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 10.9 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 10.9 (and it hereby irrevocably waives any right it may have to require the obtaining, furnishing or posting of any such bond or similar instrument).

11. TAX MATTERS.

Allocation of Purchase Price. The Parties agree that Sellers and Buyer shall negotiate in good faith to agree upon 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 the Treasury Regulations thereunder (and any similar provisions of state or local Law, as appropriate), taking into account in good faith any appraisals and valuations obtained by Buyer. If Buyer and Sellers cannot agree, then they shall each be entitled to adopt their own positions. If Buyer and Sellers agree on a final Allocation, 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; provided, however, that neither Party shall be unreasonably impeded in its ability and discretion to negotiate, compromise and/or settle any Tax audit, claim or similar proceedings in connection with such Allocation.

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. Seller Representative shall deliver or cause to be delivered a copy of such Tax Returns prepared by Sellers that are filed after the Effective Time to Buyer prior to the due date of any such Tax Return for Buyer’s review and comment. 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 item with respect to the Purchased Assets or the Business that would affect the Tax Liability of Buyer for a taxable period (or portion thereof) commencing as of or 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 deliver or caused to be delivered a copy of such Tax Returns prepared by Buyer at least thirty (30) days prior to the due date of any such Tax Return for Seller’s review and written approval. Buyer shall notify Seller Representative of Buyer’s calculation of Sellers’ share of the Taxes for any such Straddle Periods and Seller Representative shall promptly 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 Laws, treat the 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 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 days in the Straddle Period ending on (and including) the day immediately preceding the day in which the Effective Time occurs and the denominator of which is the number of 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 day immediately preceding the day in which the Effective Time occurs.

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 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 commercially reasonable 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).

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, which shall not be unreasonably withheld, conditioned or delayed.

Transfer Taxes. Transfer Taxes incurred in connection with the Contemplated Transactions shall be paid 50% by Sellers and 50% by Buyer in accordance with Section 13.7 when due, and all necessary Tax Returns and other documentation with respect to such Transfer Taxes shall be prepared and filed by the Party required to file such Tax Returns under applicable Laws.

12. TERMINATION.

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

- (a) by mutual written consent of Buyer and Seller Representative;
- (b) by either Buyer or Seller Representative upon delivery of written notice to the other if the Closing has not occurred on or before 5:00 p.m., Central Time, on [●], 2023 (the “**End**”

Date”); **[Note to Steward: Discuss whether to include any auto-extensions if there is a second request.]** provided, that neither Buyer nor Seller Representative 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 conditions contained in Article 8 or Article 9 (as the case may be) to be satisfied on or prior to such time on the End Date;

(c) by Buyer upon delivery of written notice to Seller Representative, 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) either (A) cannot be cured by the End Date or (B) if capable of being cured, shall not have been cured by the earlier of (1) thirty (30) days following receipt of written notice from Buyer of such breach or (2) the date that is three (3) days prior to the End Date;

(d) by Seller Representative 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) either (A) cannot be cured prior to the End Date or (B) if capable of being cured, shall not have been cured by the earlier of (1) thirty (30) days following receipt of written notice from Seller Representative of such breach or (2) the date that is three (3) days prior to the End Date;

(e) by either Buyer or Seller Representative 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, or (ii) has had or would reasonably be expected to have a Material Adverse Effect; provided, that neither Buyer nor Seller Representative 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) by Seller Representative upon delivery of written notice to Buyer, if (i) the conditions set forth in Article 8 have been satisfied (other than those conditions that by their terms are to be satisfied at Closing, provided that each of which is capable of being satisfied if the Closing were to occur at such time), (ii) Seller Representative is prepared to complete the Closing, and (iii) Buyer does not complete the Closing within five (5) Business Days; or

(g) by Buyer in accordance with Section 6.15.

Effect of Termination. In the event of any termination of this Agreement by either Buyer or Seller Representative 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 willful and intentional breach of this Agreement prior to such termination or for Fraud, and (b) Section 6.14 (Confidentiality), this Article 12 and Article 13 (General) shall survive any termination of this Agreement and each Party shall be entitled to all remedies available at law or in equity (including specific performance) in connection with any past or future breach of any such provision.

13. GENERAL.

Notice. Any notice, demand or other communication required, permitted, or desired to be given hereunder must be in writing and shall be deemed effectively given when personally delivered, when received by electronic means (including electronic mail), so long as such 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 Seller Representative: c/o Steward Health Care System LLC
1900 N Pearl St #2400
Dallas, Texas 75201
Attention: Jeffrey Morales and General Counsel
Email: Jeffrey.Morales@steward.org;
Marc.Lipscomb@steward.org

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

Sidley Austin LLP
1501 K Street NW
Washington, DC 20005
Attention: Sam Wales and Krista Lewis
Email: swales@sidley.com; kklewis@sidley.com

If to Buyer:

[_____]
[_____]
[_____]
Attention: [_____]
Email: [_____]

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

[_____]
[_____]
[_____]
Attention: [_____]
Email: [_____]

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

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

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 Seller Representative, 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 and Buyer Guarantor shall be required to remain obligated hereunder in the same manner as if such assignment or delegation had not been effected.

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.

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

Reproduction of Documents. This Agreement and the other Transaction Documents, including (a) consents, waivers and modifications which may hereafter be executed, (b) the documents delivered at the Closing, and (c) financial statements, certificates and other information previously or hereafter furnished to Sellers or to Buyer, may, subject to the provisions of Section 6.14 and Section 7.3(a), be reproduced by Sellers and by 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.

Cost of Transaction; Legal Fees and Cost of Disputes.

(a) Except as otherwise provided herein, the Parties agree that, whether or not the Contemplated Transactions shall be consummated:

(i) Sellers will pay (i) the fees, expenses and disbursements of Sellers and their respective Representatives, including the Seller Representative, incurred in connection with the subject matter hereof and any amendments hereto; and (ii) fifty percent (50%) of the fees and expenses incurred in connection with the HSR filing contemplated by Section 6.6;

(ii) Buyer will pay (i) the fees, expenses and disbursements of Buyer and its Representatives incurred in connection with the subject matter hereof and any amendments hereto; (ii) the fees, expenses and disbursements in connection with the Commitments, Title Policy, Surveys and any environmental investigations conducted by Buyer in respect of the Leased Real Property and (iii) fifty percent (50%) of the fees and expenses incurred in connection with the HSR filing contemplated by Section 6.6; and

(iii) the fees and expenses associated with any documentary stamps, recording fees and similar Closing costs relating to the transfer of the Purchased Assets and the Excluded Assets shall be allocated by the Parties at the Closing in the manner customary in the location of the applicable Assets.

(b) In the event a Party incurs legal expenses to enforce or interpret any provision of

this Agreement by mediation, arbitration or judicial means, the prevailing Party will be entitled to recover such legal expenses, including attorney's fees, costs and necessary disbursements, in addition to any other relief to which such Party shall be entitled.

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.

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.

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.

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.

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.

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 13.13 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.

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.

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 such Purchased Assets, and (b) they have the legal capacity to cause, and they shall cause, any Seller Affiliate that owns 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 the Purchased Assets to be a Party.

[SIGNATURE PAGE FOLLOWS]

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

SELLERS:

DAVIS HOSPITAL & MEDICAL CENTER, LP

By: _____

Name: _____

Title: _____

IASIS HEALTHCARE, LLC

By: _____

Name: _____

Title: _____

JORDAN VALLEY MEDICAL CENTER, LP

By: _____

Name: _____

Title: _____

PHYSICIAN GROUP OF UTAH, INC.,

By: _____

Name: _____

Title: _____

SALT LAKE REGIONAL MEDICAL CENTER,
LP

By: _____

Name: _____

Title: _____

SALT LAKE REGIONAL PHYSICIANS, INC.

By: _____

Name: _____

Title: _____

SEABOARD DEVELOPMENT LLC

By: _____

Name: _____

Title: _____

SELLERS (con't):

SOUTHRIDGE PLAZA HOLDINGS, INC.

By: _____

Name: _____

Title: _____

STEWARD MEDICAL GROUP, INC.

By: _____

Name: _____

Title: _____

SELLER GUARANTOR:

STEWARD HEALTH CARE SYSTEM LLC

By: _____

Name: _____

Title: _____

BUYER:

[●]

By: _____

Name: _____

Title: _____

BUYER GUARANTOR:

[●]

By: _____

Name: _____

Title: _____