ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (the "Agreement") is made and entered into as of April 1, 2023, by and between **PROMEDICA HEALTH SYSTEM, INC.**, an Ohio nonprofit corporation ("Seller") and **AHS COLDWATER LLC**, a Michigan limited liability company ("Buyer").

RECITALS:

A. Seller owns or lease and operates Community Health Center of Branch County d/b/a ProMedica Coldwater Regional Hospital, an acute care hospital located in Coldwater, Michigan (the "Hospital"), together with certain related businesses including any associated medical office buildings, physician clinics, ancillary services, land and buildings identified on Exhibit A attached hereto (collectively with the Hospital, the "Facilities").

B. Seller desires to sell to Buyer, and Buyer desires to purchase from Seller substantially all of the assets of Seller which are directly or indirectly related to, necessary for, or used in connection with, the operation of the Facilities on the terms and conditions set forth in this Agreement.

AGREEMENT:

NOW, THEREFORE, for and in consideration of the premises and the mutual agreements, covenants, representations, and warranties hereinafter set forth and other good and valuable consideration, the receipt and adequacy of which are forever acknowledged and confessed, the parties hereto agree as follows:

1. PURCHASE OF ASSETS.

1.1 Assets. Subject to the terms and conditions of this Agreement, as of the Closing (as defined in Section 2.1 hereof), Seller agrees to sell, convey, transfer, assign and deliver to Buyer, and Buyer agrees to purchase, all right, title and interest of Seller in and to all of the assets owned or used by Seller in connection with the operation of the Facilities, other than the Excluded Assets (hereinafter defined), which assets shall include, without limitation, the following (the "Assets"):

(a) fee simple title to the real property described on Schedule 1.1(a)(i) hereto, together with all right, title and interest of Seller in and to all improvements, any construction in progress, any other buildings and fixtures thereon, and all rights, privileges and easements appurtenant thereto (collectively, the "Owned Real Property"), and leasehold title to the real property that is leased by Seller and described on Schedule 1.1(a)(ii) (collectively, the "Leased Real Property") (the Owned Real Property and the Leased Real Property are collectively referred to herein as the "Real Property");

(b) all tangible personal property, including, without limitation, all major, minor or other equipment, vehicles, furniture and furnishings of Seller set forth on Schedule 1.1(b) attached hereto;

(c) all supplies and inventory used or held for use in respect of the Facilities;

(d) assumable deposits and prepaid expenses that will have continuing value to Buyer;

(e) all claims of Seller against third parties to the extent such claims relate to the condition of the Assets and, to the extent assignable, all warranties (express or implied) and rights and claims assertible by (but not against) Seller related to the Assets;

(f) to the extent legally transferable, all right, title and interest in the financial, patient, medical staff and personnel records relating to the Facilities (including, without limitation, all equipment records, medical administrative libraries, medical records, documents, catalogs, books, records, files, and current personnel records);

(g) all rights and interests in the contracts, commitments, leases, licenses and agreements listed on Schedule 1.1(g) hereto and all Immaterial Contracts (hereinafter defined) (the contracts being assigned are referred to herein as the "Contracts");

(h) all licenses and permits, to the extent legally assignable, held by Seller relating to the ownership, development, and operation of the Facilities (including, without limitation, any pending or approved governmental approvals);

(i) the intellectual property set forth on Schedule 1.1(i), goodwill associated therewith, licenses and sublicenses granted in respect thereto and rights thereunder, remedies against infringements thereof and rights to protection of interests therein;

(j) the trade names, trademarks, and service marks of the Facilities set forth on Schedule 1.1(j) attached hereto ("Assigned Marks");

(k) to the extent legally transferable, all provider numbers;

(l) all goodwill associated with the Facilities and the Assets as used in the Facilities;

(m) petty cash; and

(n) all other property of every kind, character or description owned, leased or licensed by Seller and used or held for use in the business of the Facilities or the Assets.

1.2 Excluded Assets. Those assets of Seller described below, together with any assets described on Schedule 1.2 hereto, shall be retained by Seller (collectively, the "Excluded Assets") and shall not be conveyed to Buyer:

(a) cash, cash equivalents and marketable securities (except petty cash);

(b) board-designated, restricted and trustee-held or escrowed funds (such as funded depreciation, debt service reserves, working capital trust assets, and assets and investments restricted as to use) and accrued earnings thereon, all as set forth on Schedule 1.2(b);

(c) all amounts payable to Seller in respect of third party payors pursuant to retrospective settlements (including, without limitation, pursuant to Medicare, Medicaid and CHAMPUS/TRICARE cost reports filed or to be filed by Seller for periods prior to the Effective Time (hereinafter defined), retrospective payment of claims that are the subject of CMS Recovery Audit Contractor ("RAC") appeals, all payments associated with any Medicare Accountable Care Organizations ("ACOs"), and all payments for periods prior to the Effective Time related to all Medicaid payments and programs, including, but not limited to (i) settlements or adjustments to prior Medicaid payments resulting from the State's audit or other recalculation of Medicaid payments for services rendered prior to the Effective Date, and (ii) Disproportionate Share ("DSH"), and all appeals and appeal rights of Seller relating to such settlements, including cost report settlements, for periods prior to the Effective Time;

(d) all records of Seller relating to (i) litigation files and records, cost report records relating to periods of time prior to Closing, tax returns and minute books, and (ii) the Excluded Assets and Excluded Liabilities to the extent that Buyer does not need the same in connection with the operation of the Facilities, as well as all records which by law Seller are required to maintain in Seller's possession;

(e) prepaid insurance, prepaid assets dedicated to Seller's benefit plans and any reserves or prepaid expenses related to Excluded Assets and Excluded Liabilities (such as prepaid legal expenses);

(f) all accounts receivable arising from the rendering of services to patients at the Facilities, billed and unbilled, recorded or unrecorded, with collection agencies or otherwise, accrued and existing in respect of services rendered prior to the Effective Time;

(g) any and all names, symbols, trademarks, logos or other symbols used in connection with the Facilities and the Assets which include the name ProMedica or any variants thereof or any other names which are proprietary to Seller or its Affiliates, and the domain names, social media accounts, and trade names that include the name ProMedica used in connection with the Affiliated Facilities (the "Excluded Marks"), and all goodwill associated with use of the Assigned Marks in connection with the Affiliated Facilities;

(h) any computer software and programs which are proprietary to Seller or Seller's Affiliates;

(i) receivables from or obligations with Seller or its Affiliates;

(j) Seller's insurance proceeds arising from pre-Effective Time incidents and Seller's assets held in connection with any self-funded insurance programs and reserves, if any;

(k) any claims of Seller against third parties to the extent that such claims relate to the operation of the Facilities prior to the Effective Time or to the Excluded Assets or Excluded Liabilities;

(l) all of Seller's or any Affiliate's proprietary manuals, marketing materials, policy and procedure manuals, standard operating procedures and marketing brochures, data and studies or analyses;

(m) all rights in connection with and the assets of Seller's employee benefit plans, including, but not limited to the "Benefit Plans" as hereinafter defined;

(n) all national or regional contracts of Seller or any Affiliate of Seller which are made available to any of the Facilities by virtue of the Facilities being an Affiliate of Seller;

(o) the electronic funds transfer accounts of the Facilities;

(p) all rights of Seller in any contracts, commitments, leases and agreements which are not included in the Contracts, including any intracompany obligations between Seller and/or Seller's Affiliates and any Facility;

(q) any claims against third party payors relating to underpayments or violation of prompt pay statutes with respect to periods prior to the Effective Time; and

(r) any payments received prior to the Effective Time that are intended to compensate Seller or the Facilities for costs incurred or revenue lost as a result of the COVID-19 response, where such payments are derived from programs established or funded, directly or indirectly, by or through the Coronavirus Aid, Relief, and Economic Security Act (the "CARES Act"), including but not limited to payments received through the Public Health and Social Services Emergency Fund ("PHSSEF") and through state and local programs funded through federal appropriations under the Coronavirus Relief Fund defined under the CARES Act Title V Section 601, and any other payments received through programs funded directly or indirectly by other federal agencies, including, but not limited to, the Federal Emergency Management Agency ("FEMA"), or state and local agencies, including but not limited to the state Medicaid program, or through subsequent Congressional appropriations (the "COVID-19 Relief Funds").

1.3 Assumed Liabilities. In connection with the conveyance of the Assets hereunder, Buyer shall assume, as of the Effective Time, the future payment and performance of the following liabilities (the "Assumed Liabilities") of Seller:

(a) all obligations accruing from and after the Effective Time with respect to the Contracts;

(b) the capital lease obligations set forth on Schedule 1.3 hereto;

(c) all obligations and liabilities as of the Effective Time in respect of accrued vacation and holiday benefits of employees at the Facilities who are hired by Buyer as of the Effective Time, and related taxes, but only to the extent included in the determination of Net Working Capital; and

(d) all obligations and liabilities for repayment to the Medicare program of advance repayments received by Seller under the MHAPP, but only to the extent included in the determination of Net Working Capital, all as contemplated by Section 1.6(a).

1.4 Excluded Liabilities. Except for the Assumed Liabilities, Buyer shall not assume and under no circumstances shall Buyer be obligated to pay or assume, and none of the assets of Buyer shall be or become liable for or subject to any liability, indebtedness, commitment, or

obligation of Seller, whether known or unknown, fixed or contingent, recorded or unrecorded, currently existing or hereafter arising or otherwise (collectively, the "Excluded Liabilities"), including, without limitation, the following Excluded Liabilities:

(a) any debt, obligation, expense or liability that is not an Assumed Liability;

(b) claims or potential claims for medical malpractice or general liability relating to acts or omissions asserted to have occurred prior to the Effective Time;

(c) those claims and obligations (if any) specified in Schedule 1.4 hereto;

(d) any liabilities or obligations associated with or arising out of any of the Excluded Assets;

(e) liabilities and obligations of Seller in respect of periods prior to the Effective Time arising under the terms of the Medicare, Medicaid, CHAMPUS/TRICARE, Blue Cross Blue Shield, or other third party payor programs, including, without limitation, in respect of third party payors pursuant to retrospective settlements (including, without limitation, pursuant to Medicare, Medicaid and CHAMPUS/TRICARE cost reports filed or to be filed by Seller for periods prior to the Effective Time, RAC appeals, ACOs and all liabilities and obligations for periods prior to the Effective Time related to all Medicaid payments and programs, including, but not limited to (i) settlements or adjustments to prior Medicaid payments resulting from the State's audit or other recalculation of Medicaid payments for services rendered prior to the Effective Date, (ii) DSH payments, and all appeals and appeal rights of Seller relating to such settlements, any audit under the Medicare RAC program or any noncompliance with applicable law or contractual obligations related to the billing or collection of services, any ACOs, and any liability arising pursuant to the Medicare, Medicaid, CHAMPUS/TRICARE, Blue Cross Blue Shield, or any other third party payor programs as a result of the consummation of any of the transactions contemplated under this Agreement;

(f) federal, state or local tax liabilities or obligations of Seller in respect of periods prior to the Effective Time or resulting from the consummation of the transactions contemplated herein including, without limitation, any income tax, any franchise tax, any tax recapture, any sales and/or use tax, and any FICA, FUTA, workers' compensation, and any and all other taxes or amounts due and payable as a result of the exercise by the employees at the Facilities of such employees' right to vacation, sick leave, and holiday benefits accrued while in the employ of Seller (provided, however, that this clause (f) shall not apply to any and all taxes payable with respect to any employee benefits constituting Assumed Liabilities under Section 1.3(c) hereof);

(g) liability for any and all claims by or on behalf of Seller's employees relating to periods prior to the Effective Time including, without limitation, liability and obligations for any compensation-related payments, pension, profit sharing, deferred compensation, equity or equity-related compensation, incentive compensation, fringe benefit, tuition reimbursement, severance, termination pay, change in control or retention payments, bonuses or any other employee benefit plan of whatever kind or nature or any employee health and welfare benefit plans, liability for any unemployment compensation claim or workers' compensation claim, and any liabilities or obligations to former employees of Seller under the Consolidated Omnibus

Budget Reconciliation Act of 1985, as amended, (provided, however, that this clause (g) shall not apply to any and all employee benefits constituting Assumed Liabilities under Section 1.3(c) hereof);

(h) any liability or obligation arising out of Seller's non-compliance with laws, regulations, rules and ordinances relating to employment, including but not limited to those enforced by the Wage and Hour Division of the U.S. Department of Labor, Equal Employment Opportunity Commission, Office of Federal Contract Compliance Programs, National Labor Relations Board, Occupational Safety and Health Administration or any comparable state or local agency;

(i) any obligation or liability accruing, arising out of, or relating to any federal, state or local investigations of, or claims or actions against, Seller or any of its Affiliates or any of their employees, medical staff, agents, vendors, representatives, successors or assigns, with respect to acts or omissions prior to the Effective Time;

(j) any civil or criminal obligation or liability accruing, arising out of, or relating to any acts or omissions of Seller, Seller's Affiliates or, to the extent related to their services to Seller, its directors, officers, employees and agents claimed to violate any constitutional provision, statute, ordinance or other law, rule, regulation or order of any governmental entity;

(k) liabilities or obligations arising out of any breach by Seller prior to the Effective Time of any Contract;

(l) liabilities or obligations arising as a result of any breach by Seller at any time of any contract or commitment that is not expressly assumed by Buyer in this Agreement;

(m) any debt, obligation, expense, or liability of Seller arising out of or incurred solely as a result of any transaction of Seller occurring after the Effective Time;

(n) any liability of Seller relating to violation of federal or state laws regulating fraud, including but not limited to the federal Anti-Kickback Law (42 U.S.C. § 1320(a)-7(b) et seq.) (the "Anti-Kickback Law"), the Ethics in Patient Referrals Act (42 U.S.C. § 1395nn et seq.) (the "Stark Law"), and the False Claims Act (31 U.S.C. § 3729 et seq.) (the "False Claims Act"); and

(o) all liabilities and obligations relating to any oral agreements, oral contracts or oral understandings with any referral sources including, but not limited to, physicians, unless reduced to writing, identified on Schedule 1.1(g) hereto, and expressly assumed as part of the Contracts.

1.5 Purchase Price.

(a) The purchase price (the "Purchase Price") for the Assets shall be Eight Million Five Hundred Thousand and 00/100 Dollars ($8,500,000.00) plus or minus the actual Net Working Capital (as determined in accordance with Section 1.6) as of the Closing. The Purchase Price shall be calculated as of the Closing based upon the estimated Net Working Capital (as determined in accordance with Section 1.6(b)), and shall be due and payable at the Closing by wire

transfer of immediately available funds to an account designated by Seller. The Purchase Price shall be adjusted after the Closing in accordance with Section 1.6(a) to reflect the actual Net Working Capital as of the Effective Time (as determined in accordance with Section 1.6(b)).

(b) Buyer and Seller acknowledge and agree that Seller has deposited Fifty Thousand and 00/100 Dollars ($50,000.00) in an escrow account upon signing the Letter of Intent between Buyer and Seller, dated December 5, 2022 (the "LOI Deposit"). The LOI Deposit shall be credited to the Purchase Price upon Closing.

(c) Buyer shall deposit an additional Fifty Thousand and 00/100 Dollars ($50,000.00) in an escrow account upon execution of this Agreement (the "Second Deposit"). The Second Deposit shall be credited to the Purchase Price upon Closing.

1.6 Net Working Capital.

(a) ***Definition***. As used herein, the term "Net Working Capital" shall mean the aggregate current assets of Seller conveyed to Buyer pursuant to Section 1.1 hereof (excluding those Excluded Assets which would otherwise be included in current assets), minus the aggregate current liabilities of Seller assumed by Buyer pursuant to Section 1.3 hereof (excluding those Excluded Liabilities which would otherwise be included in current liabilities), all as determined in accordance with generally accepted accounting principles ("GAAP"). In any case with respect to the computation of Net Working Capital (i) the following shall be included in current assets: petty cash, prepaid expenses and deposits (excluding the Excluded Assets), and supplies and inventory, and (ii) the following shall be included in current liabilities: accrued liabilities for vacation, sick leave and holiday benefits for employees of Seller who are hired by Buyer.

(b) ***Estimates and Adjustments.*** Attached hereto as Schedule 1.6 is a schedule of the mutually agreed upon Net Working Capital as of the month immediately preceding Closing, together with the principles, specifications and methodologies used in determining such Net Working Capital. At least ten (10) business days prior to Closing, Seller shall deliver to Buyer a reasonable estimate of Net Working Capital as of the end of the most recently ended calendar month prior to the Closing Date for which financial statements are available and containing reasonable detail and supporting documents showing the derivation of such estimate. The Net Working Capital shall be estimated following the same mutually agreed upon principles, specifications and methodologies used to determine the Net Working Capital as of the month immediately preceding Closing, as specified in Schedule 1.6, and shall be used for purposes of calculating the Purchase Price as of the Closing. Within ninety (90) days after the Closing, Seller shall deliver to Buyer Seller's determination of the Net Working Capital as of the Closing (following the same principles, specifications and methodologies used to determine the Net Working Capital as set forth on Schedule 1.6 and the estimated Net Working Capital as of the Closing). Each party shall have full access to the financial books and records pertaining to the Facilities to confirm or audit Net Working Capital computations. Should Buyer disagree with Seller's determination of Net Working Capital, Buyer shall notify Seller within sixty (60) days after Seller's delivery of Seller's determination of Net Working Capital. If Seller and Buyer fail to agree within thirty (30) days after Buyer's delivery of notice of disagreement on the amount of Net Working Capital, such disagreement shall be resolved in accordance with the procedure set forth in Section 1.6(c), which shall be the exclusive remedy for resolving accounting disputes

relative to the determination of Net Working Capital. The Purchase Price shall be increased or decreased based on actual Net Working Capital as of the Closing, and within five (5) business days after determination thereof any increase shall be paid in cash by Buyer to Seller, and any decrease shall be paid in cash to Buyer by Seller.

(c) Dispute of Adjustments. In the event that Seller and Buyer are not able to agree on the actual Net Working Capital within thirty (30) days after Buyer's delivery of notice of disagreement, Seller and Buyer shall each have the right to require that such disputed determination be submitted to such independent certified public accounting firm as Seller and Buyer may then mutually agree upon in writing (the "Accounting Firm") for computation or verification in accordance with the provisions of this Agreement. The Accounting Firm shall review the matters in dispute and, acting as arbitrators, shall promptly decide the proper amounts of such disputed entries (which decision shall also include a final calculation of Net Working Capital). The submission of the disputed matter to the Accounting Firm shall be the exclusive remedy for resolving accounting disputes relative to the determination of Net Working Capital. The Accounting Firm's determination shall be binding upon Seller and Buyer, and such Accounting Firm's fees and expenses shall be borne equally by Seller and Buyer.

1.7 Transition Patients. To compensate Seller for services rendered and medicine, drugs and supplies provided up to the Effective Time with respect to patients who are admitted as inpatients to the Hospital 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 Services"), the parties shall take the following actions:

(a) As soon as practicable after the Closing Date, there shall be delivered to both parties a statement itemizing the Transition Services provided by each of the parties to Transition Patients whose medical care is paid for, in whole or in part, by Medicare, Medicaid, TRICARE, Blue Cross Blue Shield, or any other third party payor who pays on a DRG, case rate or other similar basis (the "DRG Transition Patients"). Buyer shall pay to Seller an amount equal to (i) the total DRG and outlier payments (including capital and any deposits, deductibles or co-payments received by Buyer or Seller) per the remittance advice received by Buyer on behalf of a DRG Transition Patient, multiplied by a fraction, the numerator of which shall be the total charges for the Transition Services provided to such DRG Transition Patient by Seller, less non-covered charges, and the denominator of which shall be the sum of the total charges for all services provided to such DRG Transition Patient by Seller and Buyer both up to and after the Effective Time, less non-covered charges, minus (ii) any deposits, deductibles or co-payments made or payable by such DRG Transition Patients to Seller.

(b) As of Effective Time, cut-off billings ("Interim Billings") for all Transition Patients not covered by Section 1.7(a) shall be prepared and sent following the discharge of the patient from the Hospital. Any payments received by either Buyer or Seller for such Interim Billings are the property of Seller and shall be paid to Seller, when and as received by Buyer, within ten (10) business days of receipt. Any payments received by Seller for services provided to such Transition Patient for Transition Services rendered by Buyer after the Effective Time shall be paid to Buyer, when and as received by Seller, within ten (10) business days of receipt.

(c) If Buyer receives amounts related to any Medicare, Medicaid or other third party payor program such as DSH payments, medical education payments, Branch County payments, Michigan payments to trauma centers, periodic interim payments ("PIP"), bi-weekly payments for Medicare bad debt, settlements for the retrospective audit or recalculation of Medicaid or county rates, payments or programs, or payments for costs paid on a pass-through basis (such as capital costs), associated with the operation of the Hospital prior to the Effective Time, Buyer shall tender the amount applicable to the period up to the Effective Time to Seller within ten (10) business days of receipt. If Seller receives amounts related to any Medicare, Medicaid or other third party payor program such as DSH payments, medical education payments, Branch County payments, Michigan payments to trauma centers, PIP payments, bi-weekly payments for Medicare bad debt, settlements for the retrospective audit or recalculation of Medicaid or county rates, payments or programs, or payments for costs paid on a pass-through basis (such as capital costs), associated with the operations of the Hospital relating to periods after the Effective Time, Seller shall tender the same to Buyer within ten (10) business days of receipt. It is the intent of the parties that Buyer and Seller shall receive amounts related to such payments applicable to the period of time the Hospital was owned by such party during the period attributable to the payment. If the payment does not relate solely to a period prior to or after the Effective Time, each party will receive an amount equal to the payment multiplied by a fraction, the numerator of which shall be the number of days the Hospital was owned by the party during the period attributable to the payment and the denominator of which shall be the total number of days attributable to the payment. In conjunction with a Medicare cost report, the Medicare Audit Contractor (MAC) may apply bi-weekly payments to a party that are not applicable to its period of ownership. If this occurs, the parties agree to make payments to one another so that each party receives third party payments applicable to the period of time it owned the Hospital in accordance with the methodology delineated above.

(d) All payments required by this Section 1.7 shall be made within ten (10) business days of a party's receipt of payment with respect to a Transition Patient, accompanied by copies of remittances and other supporting documentation as reasonably required by the other party. In the event that Buyer and Seller are unable to agree on any amount to be paid under this Section 1.7, then such amount shall be determined through the binding process provided in Section 1.6(c) at the joint equal expense of Buyer and Seller.

Intentionally Omitted.

1.9 Prorations. Except as otherwise provided herein (for example, with respect to the determination of Net Working Capital) or as settled at the Closing, within ninety (90) days after the Closing Date (hereinafter defined), Seller and Buyer shall prorate as of the Effective Time any amounts which become due and payable on or after the Closing Date with respect to (i) the Contracts, (ii) ad valorem taxes, if any, on the Assets (which shall be prorated as of the Closing), (iii) personal property taxes on the Assets (which shall be prorated as of the Closing) and (iv) all utilities servicing any of the Assets, including water, sewer, telephone, electricity and gas service. Any such amounts which are not available within ninety (90) days after the Closing Date shall be similarly prorated as soon as practicable thereafter.

2. CLOSING.

2.1 ***Closing***. Subject to the satisfaction or waiver by the appropriate party of all of the conditions precedent to Closing specified in Sections 7 and 8 hereof, the consummation of the transactions contemplated by and described in this Agreement (the "Closing") shall take place via electronic exchange of closing deliverables on August 1, 2023, or at such other date or at such other location as the parties may mutually designate in writing (the date of consummation is referred to herein as the "Closing Date"). The Closing shall be effective as of 12:00:01 a.m., local time, on the first day of the next calendar month immediately following the Closing Date, or at such other time as the parties may mutually designate in writing (such time, the "Effective Time").

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

(a) (i) Deeds containing special warranty of title (the "Deeds"), fully executed by Seller in recordable form, conveying to Buyer fee title to the Owned Real Property, and (ii) Assignments of Leases (the "Assignments of Leases"), fully executed by Seller, assigning to Buyer leasehold title to the Leased Real Property, in each case, subject only to the Permitted Encumbrances and the Assumed Liabilities;

(b) A General Assignment, Conveyance and Bill of Sale, fully executed by Seller, conveying to Buyer all of Seller's right, title and interest in the Assets, free and clear of all liabilities, claims, liens, security interests and restrictions other than the Assumed Liabilities;

(c) Certificates of title for each vehicle included in the Assets;

(d) An Assignment and Assumption Agreement (the "Assignment and Assumption Agreement"), fully executed by Seller, conveying to Buyer Seller's interest in the Contracts;

(e) Copies of corporate resolutions duly adopted by the governing body of Seller, authorizing and approving the performance of the transactions contemplated hereby and the execution and delivery of this Agreement and the documents described herein, certified as true and of full force as of the Closing, by the appropriate officers of Seller;

(f) Officer's Certificate of Seller, certifying as to the satisfaction of the condition precedent contained in Section 7.1 of this Agreement;

(g) Certificates of existence and good standing of Seller from the state in which it is incorporated or formed, dated the most recent practical date prior to the Closing;

(h) All Certificates of Title and other documents evidencing an ownership interest conveyed as part of the Assets;

(i) A standard form owner's affidavit (modified as necessary to make factually accurate) as required by the Title Company (as defined in Section 6.3 hereof) to issue the Title Policy (as defined in Section 6.3 hereof) as described in and provided by Section 7.3 hereof;

(j) Limited Powers of Attorney as contemplated by Section 10.12 (the "Limited Powers of Attorney"), fully executed by Seller;

(k) An Information Technology Transition Services Agreement as contemplated by Section **Error! Reference source not found.** (the "Information Services Agreement") and a related Business Associate Agreement (the "Business Associate Agreement"), fully executed by Seller;

(l) A Hospital Transition Services Agreement as contemplated by Section **Error! Reference source not found.** (the "Hospital Transition Services Agreement"), fully executed by Seller;

(m) A certification (in such form as may be reasonably requested by Buyer) conforming to the requirements of Treasury Regulations 1.1445-2(c)(3) and 1.897-2(h); and

(n) Such other instruments and documents as the parties reasonably agree are appropriate and necessary to effect the transactions contemplated hereby.

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

(a) An amount equal to the Purchase Price in immediately available funds;

(b) The Assignments of Leases, fully executed by Buyer, pursuant to which Buyer shall assume the future payment and performance of the leases of the Leased Real Property as provided in this Agreement;

(c) The Assignment and Assumption Agreements, fully executed by Buyer, pursuant to which Buyer shall assume the future payment and performance of the Contracts assumed by the Buyers and the Assumed Liabilities as provided in this Agreement;

(d) Copies of resolutions duly adopted by the Board of Directors and/or Board of Managers of Buyer authorizing and approving their respective performance of the transactions contemplated hereby and the execution and delivery of this Agreement and the documents described herein, certified as true and in full force as of the Closing, by the appropriate officers of Buyer;

(e) Officer's Certificate of Buyer, certifying as to the satisfaction of the condition precedent contained in Section 8.1 of this Agreement;

(f) Certificates of incumbency for the officers of Buyer executing this Agreement and any other agreements or instruments contemplated herein or making certifications for the Closing dated as of the Closing Date;

(g) Certificates of existence and good standing of Buyer from the state in which Buyer is incorporated or formed, dated the most recent practical date prior to Closing;

(h) The Limited Powers of Attorney, fully executed by Buyer;

(i) The Information Services Agreement and related Business Associate Agreement fully executed by Buyer;

(j) The Hospital Transition Services Agreement fully executed by Buyer; and

(k) Such other instruments and documents as the parties reasonably agree are appropriate and necessary to effect the transactions contemplated hereby.

3. REPRESENTATIONS AND WARRANTIES OF SELLER. As of the date hereof, and, when read in light of any Schedules which have been updated in accordance with the provisions of Section 12.1 hereof, as of the Closing Date, Seller represents and warrants to Buyer the following:

3.1 Existence and Capacity. Seller is a nonprofit corporation, duly organized and validly existing in good standing under the laws of the State of Ohio. Seller has the requisite power and authority to conduct its business as now being conducted.

3.2 Powers; Consents; Absence of Conflicts with Other Agreements, Etc. The execution, delivery, and performance of this Agreement by Seller and all other agreements referenced herein, or ancillary hereto, to which Seller is a party, and the consummation by Seller of the transactions contemplated by this Agreement and the documents described herein, as applicable:

(a) are within its corporate powers, are not in contravention of corporate law or of the terms of its organizational documents, and have been duly authorized by all appropriate corporate action;

(b) except as contemplated by Sections 5.4 and 5.5, do not require any approval or consent required to be obtained by Seller of, or filing required to be made by Seller with, any governmental agency or authority bearing on the validity of this Agreement which is required by law or the regulations of any such agency or authority;

(c) assuming the receipt of any consents required pursuant to the Contracts, will neither conflict with, nor result in any breach or contravention of, or the creation of any lien, charge, or encumbrance under, any indenture, agreement, lease, instrument or understanding to which it is a party or by which it is bound;

(d) will not violate any statute, law, rule, or regulation of any governmental authority to which it or the Assets may be subject; and

(e) will not violate any judgment, decree, writ or injunction of any court or governmental authority to which it or the Assets may be subject.

3.3 Binding Agreement. This Agreement and all agreements to which Seller will become a party pursuant hereto are and will constitute the valid and legally binding obligations of Seller and are and will be enforceable against Seller in accordance with the respective terms hereof or thereof.

3.4 Financial Statements. Seller has delivered to Buyer copies of the following financial statements of Seller ("Financial Statements"), which Financial Statements are maintained on an accrual basis:

(a) Unaudited Balance Sheet dated as of February 28, 2023 (the "Balance Sheet Date");

(b) Unaudited Income Statement for the twelve (12) month period ended on the Balance Sheet Date; and

(c) Unaudited Balance Sheets and Income Statements for the fiscal years ended 2022.

Except as set forth in Schedule 3.4, such Financial Statements have been (and the monthly financial statements delivered pursuant to Section 5.6 will be) prepared in accordance with GAAP, applied on a consistent basis throughout the periods indicated. Such Balance Sheets present fairly in all material respects (and, in the case of financial statements delivered pursuant to Section 5.6, will present fairly in all material respects) the financial condition of Seller as of the dates indicated thereon, and such Income Statements present fairly in all material respects (and, in the case of financial statements delivered pursuant to Section 5.6, will present fairly in all material respects) the results of operations of Seller for the periods indicated thereon.

3.5 Certain Post-Balance Sheet Results. Except as set forth in Schedule 3.5 hereto, since the Balance Sheet Date there has not been any:

(a) event, change or circumstance that, individually or in the aggregate, has had or would reasonably be expected to have a Material Adverse Effect (hereinafter defined);

(b) material damage, destruction, or loss (whether or not covered by insurance) affecting the Facilities, taken as a whole;

(c) threatened employee strike, work stoppage, or labor dispute pertaining to the Facilities;

(d) sale, assignment, transfer, or disposition of any item of property, plant or equipment included in the Assets having a value in excess of Fifty Thousand Dollars ($50,000) (other than supplies), except in the ordinary course of business consistent with past practices;

(e) general increases in the compensation payable by Seller to any of Seller's employees or independent contractors outside of the ordinary course of business, or any increase in, or institution of, any bonus, insurance, pension, profit-sharing or other employee benefit plan, remuneration or arrangements made to, for or with such employees;

(f) changes in the accounting methods or practices employed by Seller, or changes in depreciation or amortization policies; or

(g) material transaction pertaining to any of the Facilities by Seller outside the ordinary course of business.

3.6 Licenses. Each Facility is duly licensed pursuant to the applicable laws of the State of Michigan and is in compliance in all material respects with all state and local licensure rules and regulations. The pharmacies, laboratories, and all other ancillary departments owned or

operated by Seller and located at the Facilities or operated for the benefit of the Facilities which are required to be specially licensed are duly licensed by the appropriate licensing agency (the "State Health Agency"). Seller has all material licenses, registrations, permits, and approvals which are needed to operate the businesses owned or operated by them at the Facilities. Seller has delivered to Buyer an accurate list (Schedule 3.6) of all such licenses, registrations, permits and approvals owned or held by Seller relating to the ownership, development, or operation of the Facilities or the Assets, all of which are now and as of the Closing shall be in good standing.

3.7 Medicare Participation/Accreditation. The Hospital is qualified for participation in the Medicare, Medicaid and CHAMPUS/TRICARE programs, has current and valid provider contracts with such programs, is in compliance in all material respects with the conditions of participation in such programs, and has received all approvals or qualifications necessary for capital reimbursement for the Hospital. The Hospital is duly accredited, with no contingencies (except as set forth on Schedule 3.7), by The Joint Commission. Copies of the most recent accreditation letters from The Joint Commission pertaining to the Hospital have been made available to Buyer. To the knowledge of Seller, all billing practices of Seller with respect to the Facilities to all third party payors, including the Medicare, Medicaid and CHAMPUS/TRICARE programs or any other federal or state healthcare program or other healthcare program funded in whole or in part by a Government Entity (collectively, the "Governmental Programs") and private insurance companies, have been in compliance with all applicable laws, regulations and policies of such third party payors and the Governmental Programs, and neither Seller nor the Facilities have billed or received any payment or reimbursement in excess of amounts allowed by law. Neither Seller nor, based upon and in reliance on the accuracy of the OIG's List of Excluded Individuals/Entities, any of its officers, directors, employees, service providers or shareholders: (i) are or have been excluded, debarred, terminated or suspended from participation in any Governmental Program, nor to Seller's knowledge is any such exclusion threatened, except as set forth on Schedule 3.7 or (ii) have been convicted of any criminal offense relating to the delivery of an item or service under any Governmental Program or other payor, patient neglect or abuse in connection with the delivery of a healthcare item or service, fraud, theft, embezzlement, breach of fiduciary responsibility or other financial misconduct in connection with the delivery of a healthcare item or services or with respect to any act or omission under any Governmental Program or other payor plan or program, or interference with or obstruction of any investigation into any criminal offense, and, to Seller's knowledge, no such action is pending or threatened. Except as set forth on Schedule 3.7, Seller has not received any written notice from any of the Governmental Programs, or any other third party payor programs of any pending or, to Seller's knowledge, threatened investigations or surveys relating to the Facilities. Except as set forth on Schedule 3.7, Seller (i) is not a party to a Corporate Integrity Agreement, deferred prosecution agreement or other compliance agreement with the Office of Inspector General of the United Sates Department of Health and Human Services ("HHS") or any other Government Entity, (ii) does not have any reporting obligations pursuant to any settlement agreement entered into with any Government Entity, (iii) has not been, to Seller's knowledge, within the past five (5) years the subject of any Governmental Program investigation conducted by any federal or state enforcement agency, (iv) is not and has not been, to Seller's knowledge, within the past five (5) years a defendant in any qui tam/False Claims Act litigation or similar action, (v) during the past five (5) years has not been served with or received any search warrant, subpoena, civil investigative demand, or, to Seller's knowledge, contact letter or telephone or personal contact by or from any federal or state enforcement agency, (vi) to the knowledge of Seller, during the past five (5) years, has not been

the subject of any focused reviews, Zone Program Integrity Contractor audits, RAC audits, Medicaid Integrity Program audits, Comprehensive Error Rate Testing Contractor audits, Supplemental Medical Review Contractor audits, MAC audits or any other similar audits with respect to any Governmental Program, (vii) during the past five (5) years, has not made a filing pursuant to the OIG's Self Disclosure Protocol or other voluntary disclosure to the OIG, CMS or other governmental authority, and (viii) has not to Seller's knowledge, during the past five (5) years received any written complaints from any employee, independent contractor, vendor, physician or other person or organization that would indicate that Seller has violated any material healthcare law or regulation.

3.8 Regulatory Compliance. Except as set forth on Schedule 3.8 hereto, Seller is in compliance in all material respects with all applicable statutes, rules, regulations, and requirements of the Government Entities having jurisdiction over the Facilities and the operations of the Facilities. As used herein, "Government Entity" means any government authority or any agency, bureau, board, directorate, commission, court, department, official, political subdivision, tribunal or other instrumentality of any government, whether federal, state or local, or any entity exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government, including any Government Program. Seller has timely and accurately filed all reports, data, and other information required to be filed with the Government Entities. Seller nor any of Seller's employees have not committed a violation of federal or state laws regulating fraud, including but not limited to the federal Anti-Kickback Law, the Stark Law, and the False Claims Act. Seller's contracts with physicians are in compliance in all material respects with all applicable state corporate practice of medicine and fee-splitting laws and regulations.

(a) HIPAA. To the knowledge of Seller, and except as otherwise disclosed on Schedule 3.8(a), Seller is in compliance in all material respects with the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), all rules and regulations promulgated pursuant to HIPAA, and all other applicable privacy laws, and has taken commercially reasonable steps, consistent with health care industry practices and applicable privacy laws, such that protected health information is protected against unauthorized access, use, modification, disclosure or other misuse. Except as set forth on Schedule 3.8, to the knowledge of the Seller, during the past five (5) years, neither Seller, nor any business associate or subcontractor of Seller (as defined under HIPAA, but limited, solely with respect to any such business associate or subcontractor, to the protected health information created, received, maintained or transmitted by such subcontractor, for or on behalf of Seller), (i) has suffered or otherwise experienced any reportable breach of unsecured protected health information or ransomware incident affecting twenty-five (25) or more individuals, (ii) has received any written complaint from any person or enforcement notice from the HHS Office of Civil Rights or any other Government Entity regarding failure to comply with HIPAA and other applicable privacy laws or made any notification of any such reportable breach involving twenty-five (25) or more individuals or failure to comply with HIPAA to any Government Entity pursuant to HIPAA and other applicable privacy laws, (iii) has entered into any Corrective Action Plan pertaining to HIPAA or patient privacy, or, to the extent any such Corrective Action Plan with a Government Entity exists, failed to comply in all material respects with the terms of such Corrective Action Plan, or (iv) accesses, receives, transmits, maintains or stores any protected health information outside of the United States of America without having performed the security risk analysis and risk management required by the HIPAA security standards. To the knowledge of Seller, Seller and each subcontractor of Seller, have, to

the extent required by HIPAA and other applicable privacy laws, undertaken surveys, audits, inventories, reviews, analyses and/or risk assessments and addressed any known deficiencies identified thereby and provided training with respect to compliance with HIPAA to its "workforce" (as defined in HIPAA) for the past five (5) years. Seller is and has been for the past five (5) years party to a valid and enforceable business associate agreement with each person acting as its business associate or subcontractor, as applicable under HIPAA in each case, in compliance in all material respects with HIPAA. For avoidance of doubt, the parties intend that pursuant to Section 1.1(f) Seller is disclosing and transferring to Buyer all patient records relating to the Facilities.

(b) Prohibited Transactions. Neither Seller, nor any employee, agent or contractor of Seller, in Seller's capacity as such or otherwise relating to Seller, has offered, paid, solicited or received any remuneration, kickback, bribe or rebate to or from any person in exchange for business or payments from or to any such person in violation of applicable law. All contracts or other formal or informal arrangements, including the terms, methodology, amount and payment of any compensation, benefits or other remuneration provided, paid or made available thereto (directly or indirectly), between Seller and any referral source or other person in a position to make or influence referrals or to otherwise generate business for Seller, is and has been in compliance in all material respects with applicable health care laws.

3.9 Equipment. Seller has delivered to Buyer a schedule as of the Balance Sheet Date which takes into consideration all the material equipment associated with, or constituting any part of, the Facilities and the Assets.

3.10 Real Property. Seller owns good and indefeasible fee simple and/or good and valid leasehold title, as the case may be, to the Real Property. The Real Property will be conveyed to Buyer free and clear of any and all liens, encumbrances or other restrictions except (i) any lien for taxes not yet due and payable, (ii) any obligations under the Contracts assumed by Buyer, (iii) easements, restrictions and other matters of record, so long as such matters do not, collectively or individually, materially interfere with the operations of the Facilities in a manner consistent with the current use by Seller, (iv) zoning regulations and other governmental laws, rules, regulations, codes, orders and directives affecting the Real Property, (v) unrecorded easements, discrepancies, boundary line disputes, overlaps, encroachments and other matters that would be revealed by an accurate survey or inspection of the Real Property, so long as such matters do not, collectively or individually, materially interfere with the operations of the Facilities in a manner consistent with the current use by Seller, and (vi) with respect to the Leased Real Property, any encumbrances which encumber the fee interest in such property (collectively, the "Permitted Encumbrances"). With respect to the Real Property:

(a) Except as set forth in Schedule 3.10(a), Seller has received during the past three (3) years written notice from any Government Entity of a material violation of any applicable ordinance or other law, order or regulation with respect to the Owned Real Property or the Leased Real Property, which violation has not been corrected;

(b) Except as set forth in Schedule 3.10(b), to the knowledge of Seller, the Owned Real Property and its operation are in material compliance with all applicable zoning ordinances or is considered legally non-conforming or "grandfathered" thereunder;

(c) There are no tenants or other persons or entities occupying any space in the Real Property, other than pursuant to tenant leases described in Schedule 3.10(c), and no tenants have paid rent in advance for more than one month and no improvement credit or other tenant allowance of any nature is owed by Seller to any tenant pursuant to such tenant leases, nor is any landlord improvement work required to be completed by Seller pursuant to such tenant leases, and, to the knowledge of Seller, no tenant is in default under such tenant leases, except as disclosed in Schedule 3.10(c);

(d) Attached to Schedule 3.10(d) is a "rent roll" which sets forth for those leases where Seller is landlord (i) the names of then current tenants, (ii) the rental payments for the then current month under each of the leases, and (iii) the security deposits held by Seller for each tenant listed on the rent roll; and

(e) Except as set forth on Schedule 3.10(e), Seller has not received during the past three (3) years any written notice from any Governmental Entity of any existing, proposed or contemplated plans to modify or realign any street or highway or any existing, proposed or contemplated eminent domain proceeding that would result in the taking of all or any part of the Owned Real Property or the Leased Real Property or that would materially and adversely affect the current use of any part of the Owned Real Property or the Leased Real Property.

3.11 Title to Other Assets. As of the Closing, Seller shall own and hold good and valid title or leasehold interests, as the case may be, to all of the tangible Assets other than the Real Property, and at the Closing Seller will assign and convey to Buyer such title or leasehold interests, as the case may be, to all of such Assets, subject only to the Permitted Encumbrances and the Assumed Liabilities.

3.12 Employee Benefit Plans.

(a) Schedule 3.12 sets forth a true, complete and correct list of all "employee benefit plans," as defined in Section 3(3) of the Employee Retirement Income Security Act of 1974, as amended ("ERISA"), all specified fringe benefit plans as defined in Section 6039D of the Internal Revenue Code of 1986, as amended (the "Code"), and all other bonus, incentive compensation, deferred compensation, profit sharing, stock option, severance, supplemental unemployment, layoff, salary continuation, retirement, pension, health, life insurance, disability, group insurance, vacation, holiday, sick leave, welfare plan or employment, change in control, confidentiality or non-competition agreement or any other similar plan, agreement, policy or understanding (whether oral or written, qualified or non-qualified) and any trust, escrow or other funding arrangement related thereto (collectively, the "Benefit Plans"), which is currently or has been sponsored, maintained or contributed to for or on behalf of the employees, former employees, independent contractors or directors (or any of their dependents) of Seller or pursuant to which Seller has any liability or obligation.

(b) To Seller's knowledge, (i) each of the Benefit Plans is and has been maintained and administered in all material respects in compliance with its terms and applicable legal requirements (including ERISA), (ii) there have been no prohibited transactions, breaches of fiduciary duty or other breaches or violations of any law applicable to the Benefit Plans that could subject Buyer to any liability, (iii) each Benefit Plan intended to be qualified under Section 401(a)

of the Code has a current favorable determination letter (or, in the case of a master and prototype or regional prototype plan, a favorable opinion or notification letter, as applicable) or an application therefore is pending with the IRS, (iv) no event has occurred which could cause any of the Benefit Plans to become disqualified or fail to comply with the applicable requirements of Section 401(a) of the Code, or that would otherwise cause a distribution therefrom that is otherwise eligible for rollover treatment under Section 408 of the Code to be ineligible to be rolled into an individual retirement account or a plan that is qualified under Section 401(a) of the Code.

(c) Except as set forth on Schedule 3.12, for the past six (6) years, Seller and any ERISA Affiliate of Seller or Seller's sponsors, have not maintained, contributed to, or been required to contribute to an employee benefit plan that is (i) a "multiemployer plan," as such term is defined in Section 3(37) of ERISA, (ii) subject to Title IV of ERISA, Sections 302 or 303 of ERISA or Sections 412 or 436 of the Code, or (iii) a multiple employer plan as defined in Section 413(c) of the Code. ERISA Affiliate shall mean any entity that would be treated as a single employer with Seller or any of Seller's subsidiaries under the provisions of the Code and ERISA.

(d) None of the Benefit Plans listed on Schedule 3.12 that are "welfare benefit plans," within the meaning of Section 3(1) of ERISA, provide for continuing benefits or coverage after termination or retirement from employment, except for COBRA rights under a "group health plan" as defined in Section 4980(B)(g) of the Code and Section 607 of ERISA. The consummation of the transactions contemplated hereby will not (i) result in an increase in or accelerate the vesting of any of the benefits available under any benefit plan, or (ii) otherwise entitle any employee to severance pay or any other payment from Seller.

3.13 Litigation or Proceedings. Seller has delivered to Buyer an accurate list and summary description (Schedule 3.13) of all currently pending litigation or legal proceedings with respect to the Facilities and the Assets. Except to the extent set forth on Schedule 3.13, there are no claims, actions, suits, proceedings, or investigations pending, or to the knowledge of Seller, threatened, against Seller, the Facilities or the Assets (or against Seller or any of Seller's Affiliates and relating, in whole or in part, to the Facilities or the Assets) at law or in equity, or before or by any federal, state, municipal, or other governmental department, commission, board, bureau, agency, or instrumentality wherever located. There are no judgments, orders, decrees, citations, fines or penalties heretofore assessed against Seller or Seller's Affiliates affecting the Assets or the Assumed Liabilities under any federal, state or local law.

3.14 Environmental Laws. Except as set forth on Schedule 3.14 hereto, to the knowledge of Seller (i) the Owned Real Property and the Leased Real Property are not subject to any material environmental hazards, risks, or liabilities, (ii) Seller is not in violation of any federal, state or local statutes, regulations, laws or orders pertaining to the protection of human health and safety or the environment (collectively, "Environmental Laws"), including, without limitation, the Comprehensive Environmental Response Compensation and Liability Act, as amended ("CERCLA"), and the Resource Conservation and Recovery Act, as amended ("RCRA"), and (iii) Seller has received any written notice alleging or asserting either a violation of any Environmental Law or an obligation to investigate, assess, remove, or remediate the Owned Real Property or the Leased Real Property, under or pursuant to any Environmental Law. No Hazardous Substances (which for purposes of this Section 3.14 shall mean and include polychlorinated biphenyls, asbestos, and any substances, materials, constituents, wastes, or other elements which are included

under or regulated by any Environmental Law, including, without limitation, CERCLA and RCRA) have been disposed of on or released or discharged from or onto, or threatened to be released from or onto, the Owned Real Property or the Leased Real Property (including groundwater) by Seller, or to Seller's knowledge, any third party, in violation of or which could give liability under any applicable Environmental Law. Seller, to Seller's knowledge, any prior owners, operators or occupants of the Owned Real Property or the Leased Real Property, have not allowed any Hazardous Substances to be discharged, possessed, managed, processed, released, or otherwise handled on the Owned Real Property or the Leased Real Property in a manner which is in violation of or which could give liability under any Environmental Law, and Seller has complied with all Environmental Laws applicable to any part of the Owned Real Property and the Leased Real Property. Notwithstanding anything contained herein to the contrary, this Section 3.14 contains the exclusive representations and warranties of Seller with respect to environmental matters.

3.15 Taxes. Except as set forth on Schedule 3.15, Seller has timely filed all federal, state and local Tax Returns required to be filed by it (all of which are true, correct and complete in all material respects) and has duly paid or made provision for the payment of all Taxes (including any interest or penalties and amounts due state unemployment authorities) which are owed by it (whether or not shown on any Tax Return) to the appropriate tax authorities. Except as set forth on Schedule 3.15, Seller is not the beneficiary of any extension of time within which to file a Tax Return. Except as set forth on Schedule 3.15, no deficiencies for any of such Taxes have been asserted or to the knowledge of Seller, threatened, and no audit or other administrative proceedings or court proceedings with respect to Taxes is currently pending or under way or to the knowledge of Seller, threatened. Except as set forth on Schedule 3.15, there are no outstanding agreements by Seller for the extension of time for the assessment of any Taxes. There are no tax liens on any of the Assets and no basis exists for the imposition of any such liens. No claim has even been made by an authority in a jurisdiction where Seller does not file Tax Returns that it is or may be subject to taxation by that jurisdiction. There is no dispute or claim concerning any Tax liability of Seller either (a) claimed or raised by a tax authority in writing or (b) as to which any of the directors and officers of Seller, as applicable, has knowledge. As used herein, "Tax" or "Taxes" means any federal, state, local or foreign income, gross receipts, license, payroll, employment, excise, severance, stamp, occupation, premium, windfall profits, environmental (including taxes under Code § 59A), customs duties, capital stock, franchise, profits, withholding, social security (or similar), unemployment, disability, real property, personal property, sales, use, transfer, registration, value added, alternative or add-on minimum, estimated, or other tax of any kind whatsoever, whether computed on a separate or consolidated, unitary or combined basis or in any other manner, relating to the Assets, the Facilities or the operation of the Facilities, including any interest, penalty or addition thereto, whether disputed or not and including any obligation to indemnify or otherwise assume or succeed to the Tax liability of any other person. "Tax Return" 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.

3.16 Employee Relations.

(a) Except as set forth on Schedule 3.16, all employees of the Facilities are employees of Seller. Except as set forth on Schedule 3.16, during the past three (3) years, each individual performing services for any of the Facilities who has been classified as an independent

contractor or as any other non-employee category has been correctly so classified, and neither Seller nor any of the Facilities have received, in writing, a claim or threatened claim that an employer-employee relationship exists as to any such individual.

(b) To Seller's knowledge, there is no pending or threatened employee strike, work stoppage, picketing activity or other labor dispute pertaining to any employees of the Facilities. Except as set forth on Schedule 3.16, no employees of any of the Facilities are represented by a labor union with respect to their employment with the Facilities. Neither Seller nor any of the Facilities is a party to any collective bargaining agreement or other contract with any labor union or other employee bargaining representative covering employees of any of the Facilities. To Seller's knowledge, no labor union or other employee bargaining representative is engaged in or seeking to be engaged in collective bargaining or other union organizing activity with respect to any employees of any of the Facilities. There is no pending or threatened unfair labor practice claim against Seller or any of the Facilities before the National Labor Relations Board.

(c) Except as set forth in Schedule 3.16, Seller is in compliance in all material respects with all legal requirements relating to employment, employment practices, terms and conditions of employment, equal employment opportunity, nondiscrimination, immigration, wages, hours, benefits, payment of employment, social security, and similar taxes, occupational safety and health, employee terminations and plant closings. Each current employee of Seller and the Facilities, and each employee terminated within the past three (3) years, has completed, and Seller has retained, an Immigration and Naturalization Service Form I-9, to the extent required by applicable rules and regulations. Seller is not liable for the payment of any compensation, overtime pay, damages, taxes, fines, penalties, interest, or other amounts, however designated, for failure to comply with any of the foregoing legal requirements. Except as set forth on Schedule 3.16, there are no pending or, to the knowledge of Seller, threatened administrative charges, claims, investigations, or compliance reviews before the Wage and Hour Division of the U.S. Department of Labor, the Office of Federal Contract Compliance Programs or the Equal Employment Opportunity Commission (or any comparable state or local agency or commission responsible for enforcement of laws, regulations, rules or ordinances regarding employment discrimination, wage and hour, or affirmative action), or complaints or investigations involving the Occupational Safety and Health Administration (or any comparable state safety or health administration or other entity).

(d) Schedule 3.16 states or will state the number of employees terminated by Seller within ninety (90) days prior to the Closing Date, laid off by Seller within the six (6) months prior to the Closing Date, or whose hours of work have been reduced by more than fifty percent (50%) by Seller in the six (6) months prior to the Closing Date, and contains a complete and accurate list of the following information for such employees: (i) the date of termination, layoff, or reduction in work hours; (ii) the reason for termination, layoff, or reduction in work hours; and (iii) the location to which the employee was assigned. In relation to the foregoing, except as set forth in Schedule 3.16, Seller has not violated the Worker Adjustment and Retraining Notification Act (the "WARN Act") or any similar state or local legal requirements.

3.17 The Contracts. Seller has made available to Buyer true and correct copies of the Contracts other than the Immaterial Contracts (the "Material Contracts"), and have given, and will give, the agents, employees and representatives of Buyer, access to the originals of the Contracts

to the extent originals are available. "Immaterial Contracts" are commitments, contracts, leases and agreements which individually involve future payments to or by Seller of any amount or value less than Fifty Thousand Dollars ($50,000) on an annual basis, and that are not with physicians or other referral sources. Seller represents and warrants with respect to the Material Contracts that:

(a) The Material Contracts constitute legal, valid and binding obligations of Seller and, to the knowledge of Seller, the other parties with respect thereto, and are enforceable against Seller and, to the knowledge of Seller, the other parties with respect thereto in accordance with their terms;

(b) Each Material Contract constitutes the entire agreement by and between the respective parties thereto with respect to the subject matter thereof;

(c) Assuming the receipt of any consents required in connection with the assignment of the Contracts, all obligations required to be performed by Seller and, to the knowledge of Seller, the other parties with respect thereto prior to the date hereof under the terms of the Contracts have been performed, and no acts or omissions by Seller and, to the knowledge of Seller, the other parties with respect thereto have occurred or failed to occur which, with the giving of notice, the lapse of time or both would constitute a default by Seller and, to the knowledge of Seller, the other parties with respect thereto under the Material Contracts;

(d) Except as expressly set forth on Schedule 1.1(g), none of the Material Contracts requires consent to the assignment and assumption of such Contracts by Buyer, and Seller will use commercially reasonable efforts to obtain any required consents prior to the Closing; and

(e) Except as expressly set forth on Schedule 1.1(g), the assignment of the Material Contracts to and assumption of such Material Contracts by Buyer will not result in any penalty or premium, or variation of the rights, remedies, benefits or obligations of either party thereunder.

3.18 Supplies. All the inventory and supplies constituting any part of the Assets are substantially of a quality and quantity usable and salable in the ordinary course of business of the Facilities. Obsolete items have been written off the Financial Statements. Inventory and supplies are carried at the lower of cost or market, on a first-in, first-out basis and are properly stated in the Financial Statements. The inventory levels are based on past practices of Seller at the Facilities.

3.19 Insurance. Seller has delivered to Buyer an accurate schedule (Schedule 3.19) listing the current insurance policies covering the ownership and operations of the Facilities and the Assets, which Schedule reflects the policies' numbers, identity of insurers, amounts, and coverage. All of such policies are in full force and effect with no premium arrearage. Seller has given in a timely manner to Seller's insurers all notices required to be given under Seller's insurance policies with respect to all of the claims and actions covered by insurance, and no insurer has denied coverage of any such claims or actions. Seller has not (a) received any written notice or other communication from any such insurance company canceling or materially amending any of such insurance policies, and, to Seller's knowledge, no such cancellation or amendment is

threatened or (b) failed to give any written notice or present any claim which is still outstanding under any of such policies with respect to the Facilities or any of the Assets.

3.20 Third Party Payor Cost Reports. Seller has duly filed all required cost reports for all the fiscal years through and including the fiscal year specified on Schedule 3.20. All of such cost reports accurately reflect in all material respects the information required to be included thereon and such cost reports do not claim and neither the Facilities nor Seller has received reimbursement in any amount in excess of the amounts provided by law or any applicable agreement. Schedule 3.20 indicates which of such cost reports have not been audited and finally settled and 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 inquiries, claims or disputes in respect of such cost reports. Seller has established adequate reserves to cover any potential reimbursement liabilities that Seller may have under such cost reports and such reserves are set forth in Seller's Financial Statements.

3.21 Medical Staff Matters. Seller has provided to Buyer (i) true, correct, and complete copies of the Hospital's current medical staff bylaws and rules and regulations, and all related credentialing policies, and (ii) a list of all current individuals who maintain medical staff membership and/or clinical privileges at the Hospital, including, but not limited to, the nature of each individual's professional specialty and board eligibility or certification (as applicable), the date each individual was last appointed or reappointed (as applicable) to the medical staff and/or was approved to receive clinical privileges. Except as set forth on Schedule 3.21 hereto, (i) no applicant, medical staff member, or other individual with clinical privileges at the Hospital is currently practicing subject to a professional review action, corrective action, or other focused professional practice evaluation ("FPPE") (other than FPPE that is routinely performed in relation to new or additional clinical privileges); (ii) no applicant, medical staff member, or other individual with clinical privileges at the Hospital is currently the subject of a focused investigation by the Hospital or its medical staff (or any authorized committee(s) or representative(s) of the Hospital or its medical staff) involving questions or concerns related to clinical competency or professional conduct; (iii) no applicant, medical staff member, or other individual with clinical privileges at the Hospital is subject of a recommendation or action that entitles the individual to request a hearing or appeal, or is otherwise the subject of an ongoing hearing or appeal; (iv) there are no pending or, to the knowledge of Seller, threatened disputes with any applicant, medical staff member, or other individual with clinical privileges at the Hospital; and (v) all hearing and appeal periods related to any applicant, medical staff member, or other individual with clinical privileges at the Hospital who has been the subject of a recommendation or action giving rise to hearing or appeal rights have been expressly waived or otherwise have expired. Further, except as set forth on Schedule 3.21, all medical staff members and other individual with clinical privileges at the Hospital have been, in all material respects, timely credentialed pursuant to the applicable medical staff governing documents and in compliance with applicable law, regulation, and accreditation standards.

3.22 Condition of Assets. Other than with respect to the representations and warranties herein provided, Seller shall transfer the Assets to Buyer and Buyer shall accept the Assets from Seller AS IS WITH NO WARRANTY OF HABITABILITY OR FITNESS FOR HABITATION, WITH RESPECT TO THE LAND, BUILDINGS AND IMPROVEMENTS, AND WITH NO WARRANTIES, INCLUDING WITHOUT LIMITATION, THE WARRANTIES OF

MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO THE EQUIPMENT, INVENTORY, AND SUPPLIES, AND ANY AND ALL OF WHICH WARRANTIES SELLER HEREBY DISCLAIMS. Seller further explicitly does not represent that the Facilities are in compliance with the Americans with Disabilities Act. All of the Assets shall be further subject to normal wear and tear on the land, buildings, improvements and equipment and normal and customary use and disposal of inventory and supplies in the ordinary course of business up to the Closing Date.

3.23 Experimental Procedures. Seller has not performed or permitted the performance of any experimental or research procedures or studies involving patients of any Hospital not authorized and conducted in accordance with the procedures of the Institutional Review Board of the relevant Hospital.

3.24 Intellectual Property. To the knowledge of Seller, Schedules 1.1(i) and 1.1(j) list and briefly describe all (i) registered and material non-registered trademarks, service marks and trade names, (ii) domain names, (iii) registered copyrights and applications therefor, and (iv) patents and applications therefor, currently owned by Seller and used in connection with the Facilities, except for the Excluded Assets (collectively, the "Intellectual Property"). Except as set forth on Schedule 3.24, (x) to the knowledge of Seller, Seller has not received written notice that any proceedings have been instituted or are pending which challenge the validity of the ownership by Seller of the Intellectual Property, (y) Seller has not licensed anyone to use the Intellectual Property and Seller has no knowledge of the use or the infringement of the Intellectual Property by any other person, and (z) to the knowledge of Seller, Seller owns (or possess enforceable licenses or other rights to use) all the Intellectual Property.

3.25 Compliance Program. Seller maintains and adheres to, in all material respects, a written compliance program designed to promote compliance with all healthcare laws and ethical standards applicable to Seller. For purposes of this Agreement, the term "compliance program" refers to provider programs of the type described in the compliance guidance published by the Office of Inspector General of the Department of HHS.

3.26 Certificates of Need. Except as set forth on Schedule 3.26 hereto, no application for any Certificate of Need, Exemption Certificate (each as defined below) or declaratory ruling has been made by Seller with the State Health Agency or other applicable agency which is currently pending or open before such agency, and no such application (collectively, the "Applications") filed by Seller within the past three (3) years has been ultimately denied by any commission, board or agency or withdrawn by Seller. Seller has not prepared, filed, supported or presented opposition to any Applications filed by another hospital or health agency within the past three (3) years. Except as set forth on Schedule 3.26 hereto, Seller does not have any Applications pending or any approved Applications which relate to projects not yet completed. As used herein, "Certificate of Need" means a written statement issued by the State Health Agency evidencing community need for a new, converted, expanded or otherwise significantly modified health care facility, health service or hospice, and "Exemption Certificate" means a written statement from the State Health Agency stating that a health care project is not subject to the Certificate of Need requirements under applicable state law.

3.27 Meaningful Use. Seller represents and warrants that they have successfully participated in the MU Program for all Pre-Effective Time Periods. The Hospital has not been subject to any downward payment adjustments to its Medicare IPPS payments as a result of any attestations filed, or required to be filed, by Seller under the MU Program.

3.28 Hill-Burton and Other Liens. None of the Facilities and any of their predecessors have received any loans, grants or loan guarantees 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, and the Community Health Centers Act, as amended, or similar laws or acts relating to healthcare facilities. The transactions contemplated herein will not result in any obligations on Buyer or any of its Affiliates to repay any of such loans, grants or loan guarantees, nor subject Buyer to any lien, restrictions or obligation, including any requirement to provide uncompensated care.

4. REPRESENTATIONS AND WARRANTIES OF BUYER. As of the date hereof, and, when read in light of any Schedules which have been updated in accordance with the provisions of Section 12.1 hereof, as of the Closing Date, Buyer represents and warrants to Seller the following:

4.1 Existence and Capacity. Buyer is a limited liability company, duly organized and validly existing in good standing under the laws of the State of Michigan. Buyer has the requisite power and authority to conduct its business as now being conducted.

4.2 Powers; Consents; Absence of Conflicts with Other Agreements, Etc. The execution, delivery, and performance of this Agreement by Buyer and all other agreements referenced herein, or ancillary hereto, to which Buyer is a party, and the consummation by Buyer of the transactions contemplated by this Agreement and the documents described herein, as applicable:

(a) are within its corporate powers, are not in contravention of corporate law or of the terms of its organizational documents, and have been duly authorized by all appropriate corporate action;

(b) except as contemplated by Sections 6.1 and 6.2, do not require any approval or consent required to be obtained by Buyer of, or filing required to be made by Buyer with, any governmental agency or authority bearing on the validity of this Agreement which is required by law or the regulations of any such agency or authority;

(c) will neither conflict with, nor result in any breach or contravention of, or the creation of any lien, charge or encumbrance under, any indenture, agreement, lease, instrument or understanding to which it is a party or by which it is bound;

(d) will not violate any statute, law, rule, or regulation of any governmental authority to which it may be subject; and

(e) will not violate any judgment, decree, writ, or injunction of any court or governmental authority to which it may be subject.

4.3 Binding Agreement. This Agreement and all agreements to which Buyer will become a party pursuant hereto are and will constitute the valid and legally binding obligations of Buyer and are and will be enforceable against it or them in accordance with the respective terms hereof and thereof.

4.4 Availability of Funds. Buyer has the ability to obtain funds in cash in amounts equal to the Purchase Price by means of credit facilities or otherwise and will at the Closing have immediately available funds which will be sufficient to enable Buyer to pay the Purchase Price.

5. COVENANTS OF SELLER PRIOR TO CLOSING. Between the date of this Agreement and the Closing:

5.1 Information. Seller shall afford to the officers and authorized representatives and agents (which shall include accountants, attorneys, bankers, and other consultants) of Buyer full and complete access to and the right to inspect the plants, properties, books, and records of the Facilities, and will allow Buyer reasonable access to the medical staff and personnel of the Facilities to confirm and establish relationships, and will furnish Buyer with such additional financial and operating data and other information as to the business and properties of Seller which pertains to the Facilities or their operations as Buyer may from time to time reasonably request. Buyer's right of access and inspection shall be exercised in such a manner as not to unreasonably interfere with the operations of the Facilities. Buyer agrees that no inspections shall take place and no employees or other personnel of the Facilities shall be contacted by Buyer without Buyer first providing reasonable notice to Seller and coordinating such inspection or contact with Seller. Notwithstanding anything contained herein to the contrary, Buyer may not conduct any invasive environmental, health or safety or property condition investigations of the Real Property, including, without limitation, any sampling or testing of soils, surface water, groundwater, ambient air, or improvements at, on or under the Real Property, without Seller's prior written consent, which shall not be unreasonably withheld, conditioned or delayed. Seller agrees that it is reasonable for Buyer to conduct or cause to be conducted property inspections, typical environmental reports for due diligence to include Phase I reports, and, if recommended by the Phase I reports, and subject to Buyer executing a commercially reasonable Right of Entry Agreement with the Seller, Phase II reports, and surveys of the Owned Real Property and the Leased Real Property.

5.2 Operations. Seller will not engage in any practice, take any action, or enter into any transaction outside the ordinary course of business, except for commercially reasonable actions taken or not taken in good faith and consistent with published Government Entity guidance as necessary or required to comply with the COVID-19 Measures or to respond to the actual or anticipated effect on the Facilities of COVID-19 or the COVID-19 Measures. Without limiting the generality of the foregoing, Seller shall use commercially reasonable efforts to:

(a) carry on Seller's business pertaining to the Facilities in substantially the same manner as presently conducted and not make any material change in personnel, operations, finance, accounting policies, or real or personal property pertaining to the Facilities, except as necessary to respond to the actual or anticipated effect of COVID-19 or the COVID-19 Measures;

(b) maintain the Facilities and all parts thereof in good operating condition, ordinary wear and tear excepted;

(c) perform all of Seller's obligations under agreements relating to or affecting the Facilities or the Assets;

(d) keep in full force and effect present insurance policies or other comparable insurance pertaining to the Facilities; and

(e) maintain and preserve Seller's business organizations intact, retain Seller's present employees at the Facilities and maintain their relationships with physicians, suppliers, customers, and others having business relations with the Facilities.

5.3 Negative Covenants. Seller shall not, with respect to the business or operation of the Facilities or otherwise regarding the Assets, without the prior written consent of Buyer:

(a) amend, modify, terminate or cancel any of the Contracts, or enter into any new contract or commitment, except as provided herein or in the ordinary course of business;

(b) increase compensation payable or to become payable or make any bonus payment to or otherwise enter into one or more bonus agreements with any employee at the Facilities, except in the ordinary course of business in accordance with existing personnel policies;

(c) acquire (whether by purchase or lease) or sell, assign, lease, or otherwise transfer or dispose of any property, plant, or equipment except in the normal course of business with comparable replacement thereof when appropriate;

(d) add, modify, terminate or not renew a third-party payor agreement, except in the ordinary course of business consistent with past practices;

(e) purchase capital assets or incur unbudgeted costs in respect of construction in progress in excess of Two Hundred Fifty Thousand Dollars ($250,000) in the aggregate and Seller shall notify Buyer of any capital expenditures which may extend past Closing; or

(f) take any material action outside the ordinary course of business of the Facilities, except as may be required in order to consummate the transactions contemplated by this Agreement, or except as necessary to respond to the actual or anticipated effect of COVID-19 or the COVID-19 Measures.

5.4 Governmental Approvals. Seller shall (i) use reasonable efforts to obtain all governmental approvals (or exemptions therefrom) necessary or required to allow Seller to perform its obligations under this Agreement; and (ii) assist and cooperate with Buyer and Buyer's representatives and counsel in obtaining all governmental consents, approvals, and licenses which Buyer deems necessary or appropriate and in the preparation of any document or other material which may be required by any governmental agency as a predicate to or as a result of the transactions contemplated herein.

5.5 FTC Notification. Seller shall, if and to the extent required by law, file all reports or other documents required or requested by the Federal Trade Commission ("FTC") or the United States Department of Justice ("Justice Department") under the Hart-Scott-Rodino Antitrust Improvements Act of 1976 ("HSR Act"), and all regulations promulgated thereunder, concerning the transactions contemplated hereby, and comply promptly with any requests by the FTC or Justice Department for additional information concerning such transactions, so that the waiting period specified in the HSR Act will expire as soon as reasonably possible after the execution and delivery of this Agreement. Seller agrees to furnish to Buyer such information concerning Seller as Buyer needs to perform its obligations under Section 6.2 of this Agreement.

5.6 Additional Financial Information. Within thirty (30) days following the end of each calendar month prior to Closing, Seller shall deliver to Buyer true and complete copies of the unaudited balance sheets and the related unaudited statements of income of, or relating to, Seller for each month then ended, together with a year-to-date compilation and the notes, if any, related thereto, which shall have been prepared from and in accordance with the books and records of Seller, and shall fairly present in all material respects the financial position and results of operations of Seller and of the related Facility as of the date and for the period indicated.

5.7 No-Shop Clause. Seller agrees that, from and after the date of the execution and delivery of this Agreement by Seller until the termination of this Agreement, Seller will not, without the prior written consent of Buyer or except as otherwise permitted by this Agreement: (i) offer for sale or lease any material portion of the Assets or any ownership interest in any entity owning any of the Assets, (ii) solicit offers to buy any material portion of the Assets or any ownership interest in any entity owning any of the Assets, (iii) initiate, encourage or provide any documents or information to any third party in connection with, discuss or negotiate with any person regarding any inquires, proposals or offers relating to any disposition of any material portion of the Assets or a merger, consolidation, or any other form of transaction of any entity owning any of the Assets, or (iv) enter into any agreement or discussions with any party (other than Buyer) with respect to the sale, assignment, or other disposition of any material portion of the of the Assets or any ownership interest in any entity owning any of the Assets or with respect to a merger, consolidation, or any other form of transaction of any entity owning any of the Assets.

5.8 Efforts to Close. Seller shall use reasonable commercial efforts to satisfy all of the conditions precedent set forth in Section 7 to the extent that Seller's action or inaction can control or influence the satisfaction of such conditions, so that the Closing will occur on or before August 1, 2023.

6. COVENANTS OF BUYER PRIOR TO CLOSING. Between the date of this Agreement and the Closing:

6.1 Governmental Approvals. Buyer shall (i) use best efforts to obtain all governmental approvals (or exemptions therefrom) necessary or required to allow Buyer to perform Buyer's obligations under this Agreement; and (ii) assist and cooperate with Seller and its representatives and counsel in obtaining all governmental consents, approvals, and licenses which Seller deems necessary or appropriate and in the preparation of any document or other material which may be required by any governmental agency as a predicate to or as a result of the transactions contemplated herein.

6.2 FTC Notification. Buyer shall, if and to the extent required by law, file all reports or other documents required or requested by the FTC or the Justice Department under the HSR Act, and all regulations promulgated thereunder, concerning the transactions contemplated hereby, and comply promptly with any requests by the FTC or Justice Department for additional information concerning such transactions, so that the waiting period specified in the HSR Act will expire as soon as reasonably possible after the execution and delivery of this Agreement. Buyer agrees to furnish to Seller such information concerning Buyer as Seller needs to perform Seller's obligations under Section 5.5 of this Agreement.

6.3 Title Commitment and Survey.

(a) Title Commitment. Seller has ordered a current title commitment with respect to the Owned Real Property and the Leased Real Property (the "Title Commitment"), from Sun Title Agency of Michigan, LLC (the "Title Company"), together with legible copies of all exceptions to title referenced therein, sufficient for the issuance of an owner's policy of title insurance for the Owned Real Property and the Leased Real Property (the "Title Policy"). Seller shall promptly upon receipt provide a copy of the Title Commitment and exception documents to Buyer.

(b) Survey. Within thirty (30) days after the date hereof, Buyer may, at its expense, obtain current as-built surveys of the Owned Real Property and the Leased Real Property (the "Surveys") or such portions thereof as Buyer elects. Buyer shall promptly upon Buyer's receipt furnish a copy of the Surveys to Seller.

(c) Title Defects and Cure. The Title Commitment and the Surveys (to the extent obtained by Buyer pursuant to Section 6.3(b) above) are collectively referred to as "Title Evidence". Buyer shall notify Seller within ten (10) business days after its receipt of the last of the Title Evidence of any liens, claims, encroachments, exceptions or defects disclosed in the Title Evidence which do not constitute Permitted Encumbrances (collectively, "Defects"). Seller, at its cost and expense, shall cure the objections on or before the Closing or Seller may elect to not cure the objections and shall give written notice to Buyer within ten (10) business days of Seller's receipt of Buyer's objections of Seller's decision whereupon Buyer may waive such objections and close or may terminate this Agreement, which election shall be made within ten (10) business days of its receipt of Seller's written notice. If Seller fails to timely give such notice, Seller shall be deemed to have elected not to cure the objections, whereupon Buyer may waive such objections and close or may terminate this Agreement, which election by Buyer shall be made within twenty (20) days following notice of objection to Seller. Upon termination of this Agreement under the terms of this Section 6.3(d), no party to this Agreement shall have any further claims under this Agreement against any other party. Any matters shown by the Title Evidence to which Buyer does not object or which are waived by Buyer as herein provided shall be deemed to be Permitted Encumbrances. Notwithstanding anything contained in this Section 6.3(c) to the contrary, at the Closing, Seller shall cause all mortgages, deeds of trust, financing statements and other similar liens encumbering Seller's fee interest in the Owned Real Property or leasehold interest in the Leased Real Property, and arising by, through or under Seller, or any of Seller's Affiliates, to be released (other than liens for taxes not yet due and payable and any mechanic's or materialmen's liens relating to the Assumed Liabilities).

(d) ***Costs***. Section 12.9 shall govern which party or parties hereto shall bear the costs and expenses of the Title Commitment, the Title Policy and the Surveys.

6.4 ***Efforts to Close***. Buyer shall use its reasonable commercial efforts to satisfy all of the conditions precedent set forth in Section 8 to the extent that Buyer's action or inaction can control or influence the satisfaction of such conditions, so that the Closing will occur on or before August 1, 2023.

7. CONDITIONS PRECEDENT TO OBLIGATIONS OF BUYER. Notwithstanding anything herein to the contrary, the obligations of Buyer to consummate the transactions described herein are subject to the fulfillment, on or prior to the Closing Date, of the following conditions precedent unless (but only to the extent) expressly waived in writing by Buyer at the Closing:

7.1 ***Representations/Warranties***. The representations and warranties of Seller contained in this Agreement shall be true and correct when made and, when read in light of any Schedules which have been updated in accordance with the provisions of Section 12.1 hereof, as of the Closing Date as though such representations and warranties had been made on and as of such Closing Date (except to the extent 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 to the extent that the failure of any such representations and warranties to be true and correct would not, or would not be reasonably likely to, in the aggregate, have a Material Adverse Effect. Each and all of the terms, covenants, and conditions of this Agreement to be complied with or performed by Seller on or before the Closing Date pursuant to the terms hereof shall have been duly complied with and performed in all material respects.

7.2 ***Governmental Approvals***. All material consents, authorizations, orders and approvals of (or filings or registrations with) any Government Entity or other party required in connection with the execution, delivery and performance of this Agreement shall have been obtained or made by Buyer when so required, except as for any documents required to be filed, or consents, authorizations, orders or approvals required to be issued, after the Closing Date.

7.3 ***Title Policy***. At the Closing, the Title Company shall be ready, willing and able to issue a pro forma of the Title Policy (or marked Title Commitment containing no additional exceptions to title to the Owned Real Property and/or the Leased Real Property) to Buyer. The Title Policy shall be issued, at Buyer's expense, on an ALTA (or local equivalent) Owner's Title Policy in an amount equal to the portion of the Purchase Price being allocated to the Owned Real Property and the Leased Real Property and shall insure to Buyer fee title to the Owned Real Property and leasehold title to the Leased Real Property subject only to the Permitted Encumbrances and the standard exceptions contained in an owner's title policy prescribed for use in the State of Michigan, (i) with the standard exception as to taxes and assessments limited to taxes and assessments for the current and subsequent years, not yet due and payable, (ii) with the standard exception as to facts, rights, interests, or claims which are not shown by the public records deleted, and with the standard exception as to encroachments, encumbrances, violations, variations or adverse circumstances that would be disclosed by an accurate and complete land survey modified to except matters shown on the Surveys (in each case, only to the extent that the Surveys are sufficient for the Title Company to delete and/or modify the same), (iii) with the

standard exception as to liens, or any right to liens, for services, labor or materials furnished to the Owned Real Property and the Leased Real Property deleted (other than any such liens or rights relating to Assumed Liabilities), and (iv) with the standard exception for rights or claims of parties in possession limited to rights of tenants under recorded or unrecorded leases included in the Contracts.

7.4 Actions/Proceedings. No action or proceeding before a court or any other governmental agency or body shall have been instituted or threatened to restrain or prohibit the transactions herein contemplated, and no governmental agency or body shall have taken any other action or made any request of either party hereto as a result of which Buyer reasonably and in good faith deems it inadvisable to proceed with the transactions hereunder.

7.5 Insolvency. Seller shall not (i) be in receivership or dissolution, (ii) have made any assignment for the benefit of creditors, (iii) have admitted in writing Seller's inability to pay Seller's debts as they mature, (iv) have been adjudicated a bankrupt, or (v) 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 or statute of the United States or any state, nor shall any such petition have been filed against Seller.

7.6 No Material Adverse Change. Since the date of this Agreement, there shall not have occurred any event, change or development that has had, or would be reasonably expected to have, a Material Adverse Effect.

7.7 Material Consents. Buyer shall have obtained all consents of third parties that are material to the consummation of the transactions contemplated in this Agreement (collectively, the "Material Consents") as specified in Schedule 7.7. The Material Consents shall be in form and substance reasonably satisfactory to Buyer. Buyer shall cooperate in the assumption of the Contracts.

7.8 Vesting/Recordation. Seller shall have furnished to Buyer, in form and substance reasonably satisfactory to Buyer, assignments or other instruments of transfer necessary or appropriate to transfer to and effectively vest in Buyer all right, title, and interest in and to the Assets, in proper statutory form for recording if such recording is necessary or appropriate.

7.9 Closing Deliveries. Seller shall have delivered to Buyer, in accordance with the terms of this Agreement, all contracts, agreements, instruments, and documents required to be delivered by Seller to Buyer pursuant to Section 2.2.

8. CONDITIONS PRECEDENT TO OBLIGATIONS OF SELLER. Notwithstanding anything herein to the contrary, the obligations of Seller to consummate the transactions described herein are subject to the fulfillment, on or prior to the Closing Date, of the following conditions precedent unless (but only to the extent) waived in writing by Seller at the Closing:

8.1 Representations/Warranties. The representations and warranties of Buyer contained in this Agreement shall be true and correct in all material respects when made and, when read in light of any Schedules which have been updated in accordance with the provisions of Section 12.1 hereof, as of the Closing Date as though such representations and warranties had been made on and as of such Closing Date (except to the extent 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). Each and all of the terms, covenants, and conditions of this Agreement to be complied with or performed by Buyer on or before the Closing Date pursuant to the terms hereof shall have been duly complied with and performed in all material respects.

8.2 Governmental Approvals. All material consents, authorizations, orders and approvals of (or filings or registrations with) any Government Entity or other party required in connection with the execution, delivery and performance of this Agreement shall have been obtained or made by Seller when so required, except for any documents required to be filed, or consents, authorizations, orders or approvals required to be issued, after the Closing Date.

8.3 Actions/Proceedings. No action or proceeding before a court or any other governmental agency or body shall have been instituted or threatened to restrain or prohibit the transactions herein contemplated, and no governmental agency or body shall have taken any other action or made any request of either party hereto as a result of which Seller reasonably and in good faith deems it inadvisable to proceed with the transactions hereunder.

8.4 Insolvency. Buyer shall not (i) be in receivership or dissolution, (ii) have made any assignment for the benefit of creditors, (iii) have admitted in writing Buyer's inability to pay Buyer's debts as they mature, (iv) have been adjudicated a bankrupt, or (v) 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 or statute of the United States or any state, nor shall any such petition have been filed against Buyer.

8.5 Consents to Assignments. Seller shall have obtained the consents, waivers and estoppel of third parties which are reasonably necessary, in the opinion of Seller, to complete effectively the transactions contemplated by this Agreement.

8.6 Closing Deliveries. Buyer shall have delivered to Seller, in accordance with the terms of this Agreement, all contracts, agreements, instruments and documents required to be delivered by Buyer to Seller pursuant to Section 2.3.

9. SELLER'S COVENANT NOT TO COMPETE.

Seller agrees that, after the Closing Date, Buyer and its Affiliates shall be entitled to the goodwill and going concern value of the business of the Facilities, and to protect and preserve the same to the maximum extent permitted by law. For this and other reasons and as an inducement to Buyer to enter into this Agreement, Seller hereby covenants that at all times from the Closing Date until the second anniversary of the Closing Date, Seller and its Affiliates shall not, directly or indirectly, own any interest in, lease, manage, or operate an acute care hospital within a twenty-five (25) mile radius of the Hospital (the "Territory") without Buyer's prior written consent. Notwithstanding the foregoing, the terms of this Section 9 shall not apply to any facility that becomes an "Affiliate" of Seller as a result of an acquisition, merger, or similar transaction involving at least two (2) licensed facilities, one or more of which is within and one or more of which is outside of the Territory.

In the event of a breach of this Section 9, Seller recognizes that monetary damages shall be inadequate to compensate Buyer and Buyer shall be entitled, without the posting of a bond or

similar security, to an injunction restraining such breach, with the costs (including reasonable attorneys' fees) of securing such injunction to be borne by Seller. Nothing contained herein shall be construed as prohibiting Buyer from pursuing any other remedy available to them for such breach or threatened breach. All parties hereto hereby acknowledge the necessity of protection against the competition of Seller and its Affiliates and that the nature and scope of such protection has been carefully considered by the parties. Seller further acknowledges and agrees that the covenants and provisions of this Section 9 form part of the consideration under this Agreement and are among the inducements for Buyer entering into and consummating the transactions contemplated herein. The period provided and the area covered are expressly represented and agreed to be fair, reasonable and necessary. The consideration provided for herein is deemed to be sufficient and adequate to compensate for agreeing to the restrictions contained in this Section 9. If, however, any court determines that the foregoing restrictions are not reasonable, such restrictions shall be modified, rewritten or interpreted to include as much of their nature and scope as will render them enforceable.

10. ADDITIONAL AGREEMENTS.

10.1 Allocation of Purchase Price. The Purchase Price shall be allocated among the various classes of Assets in accordance with and as provided by Section 1060 of the Code. Within ninety (90) days of the Closing, Seller shall provide Buyer with a preliminary allocation of the Purchase Price for Buyer's review and approval. If Seller and Buyer cannot agree, initially, on an allocation, then the matter shall be submitted to the Accounting Firm for final resolution of all allocation matters. The parties agree that any tax returns or other tax information they may file or cause to be filed with any governmental agency shall be prepared and filed consistently with such agreed upon allocation. In this regard, the parties agree that, to the extent required, they will each properly prepare and timely file Form 8594 in accordance with Section 1060 of the Code.

10.2 Termination Prior to Closing. Notwithstanding anything herein to the contrary, this Agreement may be terminated at any time: (i) on or prior to the Closing Date by mutual, written consent of Seller and Buyer; (ii) by Buyer by written notice to Seller if any event occurs or condition exists which causes Seller to be unable to satisfy one or more conditions to the obligations of Buyer to consummate the transactions contemplated by this Agreement as set forth in Section 7; (iii) by Seller by written notice to Buyer if any event occurs or condition exists which causes Buyer to be unable to satisfy one or more conditions to the obligation of Seller to consummate the transactions contemplated by this Agreement as set forth in Section 8; (iv) by either party if any federal or state agency, including without limitation, the FTC or the Office of the Attorney General of the State of Michigan, continues to investigate the transactions contemplated by this agreement beyond the expiration of the HSR Act's initial 30-day waiting period or requested, orally or in writing, that the transactions contemplated by this Agreement be delayed or postponed; (v) by Seller or Buyer if the Closing shall not have taken place on or before 5:00 p.m. eastern time on October 1, 2023 (which date may be extended by mutual agreement of Seller and Buyer), provided that the right to terminate pursuant to this subsection (v) shall not be available to any party whose failure to fulfill any obligation under this Agreement has been the cause of, or resulted in, the failure of the Closing to occur by such date; (vi) by either Seller or Buyer pursuant to Section 12.1 hereof; or (vii) by Buyer pursuant to Section 6.3 hereof.

10.3 Post-Closing Access to Information. Seller and Buyer acknowledge that subsequent to Closing each party may need access to information or documents in the control or possession of the other party for the purposes of concluding the transactions herein contemplated, Buyer's operation of the Facilities, audits, compliance with governmental requirements and regulations, and the prosecution or defense of third party claims. Accordingly, Seller and Buyer agree that for a period of six (6) years after Closing each will, unless prohibited by law or regulation, make reasonably available to the other's agents, independent auditors, counsel, and/or governmental agencies upon written request and at the expense of the requesting party such documents and information as may be available relating to the Assets for periods prior and subsequent to Closing to the extent necessary to facilitate concluding the transactions herein contemplated, Buyer's operation of the Facilities, audits, compliance with governmental requirements and regulations, and the prosecution or defense of claims. Seller and Buyer shall cause their respective Affiliates to retain their books and records for the periods specified in their respective document retention policies. All reasonable documented out-of-pocket expenses associated with the delivery of the requested documents shall be promptly paid by a requesting party to the other party.

10.4 Preservation and Access to Records After the Closing. After the Closing, Buyer shall, in the ordinary course of business and as required by law, keep and preserve in their original form all medical and other records of the Facilities existing as of the Closing, and which constitute a part of the Assets delivered to Buyer at the Closing. For purposes of this Agreement, the term "records" includes all documents, electronic data and other compilations of information in any form. Buyer acknowledges that, as a result of entering into this Agreement and operating the Facilities, Buyer will gain access to patient and other information which is subject to rules and regulations regarding confidentiality. Buyer agrees to abide by any such rules and regulations relating to the confidential information Buyer acquires. Buyer agrees to maintain the patient and personnel records delivered to Buyer at the Closing at the Facilities after Closing in accordance with applicable law (including, if applicable, Section 1861(v)(i)(I) of the Social Security Act (42 U.S.C. § 1395(v)(l)(i)), the privacy requirements of HIPAA and applicable state requirements with respect to medical privacy, and requirements of relevant insurance carriers, all in a manner consistent with the maintenance of patient and personnel records generated at the Facilities after the Closing. Upon reasonable notice, during normal business hours, at the sole cost and expense of Seller and upon Buyer's receipt of any legally required consents and authorizations, Buyer will afford to the representatives of Seller, including Seller's counsel and accountants, full and complete access to, and copies of, the patient records transferred to Buyer at the Closing (including, without limitation, access to patient records in respect of patients treated by Seller at the Facilities). Upon reasonable notice, during normal business hours and at the sole cost and expense of Seller, Buyer shall also make Buyer's officers and employees available to Seller at reasonable times and places after the Closing. Any access to the Facilities, their records or Buyer's personnel granted to Seller in this Agreement shall be upon the condition that any such access be consistent with applicable law and not materially interfere with the business operations of Buyer.

10.5 Tax and Medicare Effect. None of the parties (nor such parties' counsel or accountants) has made or is making any representations to any other party (nor such party's counsel or accountants) concerning any of the tax or Medicare effects of the transactions provided for in this Agreement as each party hereto represents that each has obtained, or may obtain,

independent tax and Medicare advice with respect thereto and upon which it, if so obtained, has solely relied.

10.6 Reproduction of Documents. This Agreement and all documents relating hereto, including, without limitation, (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 Seller or to Buyer may, subject to the provisions of Section 12.10 hereof, be reproduced by Seller and by Buyer by any photographic, photostatic, microfilm, micro-card, miniature photographic or other similar process and Seller and Buyer may destroy any original documents so reproduced. Seller 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 Seller 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.

10.7 Cooperation on Tax Matters. Following the Closing, the parties shall cooperate reasonably with each other and shall make available to the other, as reasonably requested and at the expense of the requesting party, and to any taxing authority, all information, records or documents relating to tax liabilities or potential tax liabilities of Seller for all periods on or prior to the Closing and any information which may be relevant to determining the amount payable under this Agreement, and shall preserve all such information, records and documents (to the extent a part of the Assets delivered to Buyer at the Closing) at least until the expiration of any applicable statute of limitations or extensions thereof.

10.8 Cost Reports. Seller, at its expense, shall prepare and timely file all terminating and other cost reports required or permitted by law to be filed under the Medicare and Medicaid or other third party payor programs and the State Health Agency for periods ending on or prior to the Effective Time, or as a result of the consummation of the transactions described herein ("Seller Cost Reports"). Buyer shall assist Seller in providing certain information needed by Seller when preparing any Seller Cost Reports, including, but not limited to, completion of Seller's standard hospital data collection template, invoice and general ledger analysis, and other documentation historically prepared by the Hospital for cost reporting purposes. If requested by Seller, Buyer shall include the Seller's Medicare bad debts that are returned from collection agencies subsequent to the Closing Date on Buyer's cost report for the respective period to which the Medicare bad debt relates. Seller shall provide detailed supporting information, as required by Medicare regulations, for the Medicare bad debt account amounts to be included on Buyer's Medicare cost report. Buyer shall forward to Seller any and all correspondence relating to the Seller Cost Reports within five (5) business days after receipt by Buyer. Buyer shall remit any receipts of funds relating to the Seller Cost Reports or to Seller's Medicare bad debts included on a Buyer's cost report promptly after receipt by Buyer and shall forward to Seller any demand for payments within three (3) business days after receipt by Buyer. Notwithstanding anything to the contrary in this Agreement, Seller shall retain all rights to the Seller Cost Reports including any amounts receivable or payable in respect of such reports or reserves relating to such reports and all liabilities relating thereto. Such rights shall include the right to appeal any Medicare or Medicaid determinations relating to the Seller Cost Reports. Seller shall retain the originals of the Seller Cost

Reports, correspondence, work papers and other documents relating to the Seller Cost Reports. Seller will furnish copies of such cost reports to Buyer upon request.

10.9 Misdirected Payments, Etc. Seller and Buyer covenant and agree to remit, with reasonable promptness (within five (5) business days after receipt) to the other any payments received, which payments are on or in respect of accounts or notes receivable owned by (or are otherwise payable to) the other. In addition, and without limitation, in the event of a determination by any governmental or third-party payor that payments to Seller or the Facilities resulted in an overpayment or other determination that funds previously paid by any program or plan to Seller or the Facilities must be repaid, Seller shall be responsible for repayment of said monies (or defense of such actions) if such overpayment or other repayment determination was for services rendered prior to the Effective Time and Buyer shall be responsible for repayment of said monies (or defense of such actions) if such overpayment or other repayment determination was for services rendered after the Effective Time. In the event that, following Closing, Buyer suffers any offsets against reimbursement under any third-party payor or reimbursement programs due to Buyer, relating to amounts owing under any such programs by Seller or any of Seller's Affiliates, Seller shall within five (5) business days after notice from Buyer pay to Buyer the amounts so billed or offset.

10.10 Employee Matters.

(a) As of the Effective Time, Seller shall terminate all of the employees at the Facilities ("Seller Employees"), and Buyer shall offer or cause to be offered employment to all active employees (including any employees who are on statutory family or medical leave, military leave, short-term disability, or other short-term leave of up to 90 days) who are in good standing as of the Effective Time in positions and at compensation levels generally consistent with those provided by Seller as of the Effective Time. Nothing herein shall be deemed to affect or limit in any way normal management prerogatives of Buyer with respect to employees or to create or grant to any such employees third party beneficiary rights or claims of any nature. All such employees who accept such offers and commence employment with a Buyer (together, the "Buyer Employees") shall be credited with employment service with Seller for purposes of eligibility and vesting purposes (but not for purposes of benefit accrual) under Buyer's employee benefit plans or programs (the "Buyer Plans"), unless such service credit is not allowed pursuant to the express terms of any insurance policy (or policies) used to fund the benefits provided under such Buyer Plans, in which case such service credit will not be allowed just for such insured plan(s). Notwithstanding anything contained herein to the contrary, this Section 10.10(a) shall not apply to any physician employee of Seller who has entered into an employment agreement with Seller ("Physician Employees"), and such persons shall not be deemed to be Buyer Employees.

(b) Buyer shall offer or cause to be offered enrollment in the appropriate Buyer Plan that is a group health plan to any Buyer Employee (including Physician Employees) together with the eligible dependents of such Buyer Employee.

(c) Within the period of ninety (90) days prior to the Closing, Seller shall not violate the WARN Act and/or the regulations thereunder. With respect to terminations of employees prior to the Closing, Seller shall be responsible for any legally required notifications.

With respect to terminations of employees following the Closing, Buyer shall be responsible for any legally required notifications.

(d) Notwithstanding anything herein to the contrary and prior to the Effective Time, Seller shall terminate the active participation of all of the Seller Employees, including for this purpose the Physician Employees, in each Benefit Plan listed in Schedule 3.12 and intended to be a tax-qualified retirement plan described under Section 401(a) of the Code (the "Seller Plans"). After the Effective Time, Seller shall timely make or cause to be made appropriate distributions to, or for the benefit of, all of the Seller Employees (including Physician Employees) in respect of the Seller Plans which are in force and effect with respect to the Seller Employees immediately prior to the Effective Time in accordance with the terms and conditions of the Seller Plans.

(e) Seller shall be responsible for providing continuation coverage pursuant to the requirements of section 4980B of the Code, and Part 6 of Title I of ERISA ("COBRA") with respect to qualifying events occurring before the date on which Seller Employees become Buyer Employees, for Seller Employees who do not become Buyer Employees, and with respect to qualifying events occurring by virtue of the Closing, and Seller shall continue to be fully responsible for such COBRA coverage following the Effective Time. Buyer shall be responsible for providing COBRA coverage with respect to each of the Buyer Employees (and their dependents) whose qualifying event occurs on or after the date on which each of the Seller Employees becomes one of the Buyer Employees. The obligations pertaining to COBRA coverage for Physician Employees shall be apportioned between Seller and Buyer consistent with the methodology set forth above.

10.11 Indigent Care Policies. Buyer shall adopt and maintain reasonable policies for the treatment of indigent patients of the Hospital. Buyer shall cause the Hospital to treat any patient presented to the emergency room who has a medical emergency or who, in the judgment of a staff physician, has an immediate emergency need. No such patient will be turned away because of age, race, gender or inability to pay. Buyer shall cause the Hospital to continue to provide services to patients covered by the Medicare and Medicaid programs and those unable to pay for emergent and medically necessary care. This covenant shall be subject in all respects to changes in governmental policy.

10.12 Use of Controlled Substance Permits. To the extent permitted by applicable law, Buyer shall have the right, for a period not to exceed one hundred eighty (180) days following the Closing Date, to operate under the licenses and registrations of the corresponding Seller relating to controlled substances and the operations of pharmacies and laboratories, until such Buyer is able to obtain such licenses and registrations for itself. In furtherance thereof, Seller shall execute and deliver to Buyer at or prior to the Closing Limited Powers of Attorney substantially in the form of Exhibit B attached hereto. Buyer shall apply for all such licenses and permits as soon as reasonably possible before and after the Closing and shall diligently pursue such applications.

10.13 Medical Staff Matters. As a result of the acquisition of the Assets by Buyer, without the consent of the medical staff of the Hospital, there will be no change or modification to the current membership or clinical privileges of physicians on the medical staff of the Hospital; provided, however, that the consummation of the transactions contemplated hereby will not limit

the ability of the Board of Trustees, the medical staff, or the medical executive committee of the Hospital to grant, deny, withhold or suspend medical staff appointments or clinical privileges in accordance with the terms and provisions of the medical staff bylaws or as may otherwise be required for legal or accreditation compliance. Buyer shall adopt the current medical staff bylaws of the Hospital as the medical staff bylaws of the Hospital following the Closing, except to the extent that any modifications thereof are required to comply with accreditation standards or legal or regulatory requirements, except for non-substantive changes that may be required to reflect Buyer's legal name and description, except to the extent that modifications thereto may be proposed by the medical staff, or its executive committee, and agreed to by Buyer (pursuant to the process set forth in the medical staff bylaws), except to the extent that modifications thereto are proposed by Buyer and agreed to by the medical staff (pursuant to the process set forth in the medical staff bylaws); and except as may otherwise be permitted by law.

10.14 Information Services Agreement. At the Closing, Seller and Buyer will enter into an Information Services Agreement substantially in the form of Exhibit C attached hereto.

10.15 Hospital Transition Services Agreement. At the Closing, Seller and Buyer will enter into a Hospital Transition Services Agreement substantially in the form of Exhibit D attached hereto.

10.16 Intentionally Omitted.

10.17 Intentionally Omitted.

10.18 Access to Records Including as to Recovery and Audit Information. If any entity, governmental agency or person makes a claim, inquiry or request to Buyer or Seller relating to Seller's operation of the Hospital prior to the Effective Time (including but not limited to a notice to Buyer or Seller from a person responsible for retroactive payment denials, including recovery audit contractors) of their intent to review Seller's claims with respect to the operation of the Hospital prior to the Effective Time, or otherwise seeks information pertaining to Seller, Buyer shall: (i) comply with all requests from such entity or person in a timely manner; (ii) comply with all other applicable laws and regulations; (iii) forward to Seller all communications and/or documents sent to such person or entity or received from such person or entity within five (5) business days of Buyer's delivery or receipt of such communications and/or documents and (iv) provide Seller and Seller's agents and attorneys upon reasonable request with reasonable access to records, information and personnel necessary for any appeal or challenge regarding any such retroactive payment denials (with the understanding that Seller shall be solely responsible for handling any appeals).

10.19 Intentionally Omitted.

10.20 Continuation of Insurance. For a period of at least five (5) years following the Closing, Seller shall maintain in effect insurance on all claims-made professional and general liability insurance policies of the Hospital for claims related to the period of Seller's ownership and operation of the Hospital. The insurance shall have coverage levels equal to the coverage maintained by Seller for other comparable healthcare facilities operated by Seller.

10.21 Telephone Access. The parties shall take all steps necessary to transition over to Buyer or an Affiliate all local and long distance telephone services at the Facilities as of the Closing Date. For avoidance of doubt, all rights and title to the telephone numbers used in the operation of the Hospital are assigned to Buyer from Seller and Seller shall provide reasonable assistance in the transfer of such numbers.

Intentionally Omitted.

10.23 Continuation of Services. For a period of at least five (5) years after the Effective Time, Buyer shall (a) continue to operate the Hospital as a general acute care hospital, (b) continue to provide general surgery, general medicine and emergency department services at Hospital, and (c) not make any material reductions to, or changes in, the mix or level of services offered at Hospital as of the Closing Date.

10.24 Hospital Investment. During the five (5)-year period immediately following the Effective Time, Buyer commits to spending Five Million Dollars ($5,000,000.00) in capital expenditures for the Hospital.

10.25 Obligation of Public Accommodation. Pursuant to Section 306 of the Michigan Municipal Health Facilities Corporations Act ("MHFCA"), Buyer acknowledges and agrees that the Facilities, while in operation by Buyer, shall be open to all regardless of race, religion, color, national origin, sex, age, disability, marital status, sexual preference, or source of payment until at least January 1, 2048. Subject to Section 10.23 above, Buyer and Seller acknowledge and agree that nothing in the MHFCA requires or imposes an obligation for Buyer to operate, to any extent or in any manner, the Facilities transferred pursuant to this Agreement for any specific length of time. In addition, Buyer agrees it shall provide an equal opportunity for employment, without discrimination as to race, religion, color, national origin, sex, age, disability, marital status or sexual preference.

11. INDEMNIFICATION.

11.1 Indemnification by Buyer. Subject to the limitations set forth in Section 11.3 hereof, Buyer shall defend, indemnify and hold harmless Seller and its Affiliates, and their respective officers, directors, employees, agents or independent contractors (collectively, "Seller Indemnified Parties"), from and against any and all losses, liabilities, damages, costs (including, without limitation, court costs and costs of appeal) and expenses (including, without limitation, reasonable attorneys' fees and fees of expert consultants and witnesses) that such Seller Indemnified Party incurs as a result of, or with respect to (i) any misrepresentation or breach of warranty by Buyer under this Agreement, (ii) any breach by Buyer of, or any failure by Buyer to perform, any covenant or agreement of, or required to be performed by, Buyer under this Agreement or any agreements ancillary to this Agreement, (iii) any of the Assumed Liabilities, or (iv) any claim made by a third party with respect to the operation of the Facilities by Buyer or any of its Affiliates following the Effective Time.

11.2 Indemnification by Seller. Subject to the limitations set forth in Section 11.3 hereof, Seller shall defend, indemnify and hold harmless Buyer and Buyer's Affiliates, and their respective officers, directors, employees, agents, or independent contractors (collectively, "Buyer

Indemnified Parties"), from and against any and all losses, liabilities, damages, costs (including, without limitation, court costs and costs of appeal) and expenses (including, without limitation, reasonable attorneys' fees and fees of expert consultants and witnesses) that such Buyer Indemnified Party incurs as a result of, or with respect to (i) any misrepresentation or breach of warranty by Seller under this Agreement, (ii) any breach by Seller of, or any failure by Seller to perform, any covenant or agreement of, or required to be performed by, Seller under this Agreement or any agreements ancillary to this Agreement, (iii) any of the Excluded Liabilities, (iv) the operations of the Facilities prior to the Closing Date, and any liabilities pertaining thereto, or (v) any claim made by a third party with respect to the operation of the Facilities by Seller prior to the Effective Time.

11.3 Limitations. Buyer and Seller shall be liable under Section 11.1(i) or Section 11.2(i) (i.e., for misrepresentations and breaches of warranties), as applicable, only when total indemnification claims exceed Eighty-Five Thousand Dollars ($85,000.00) (the "Basket Amount"), after which Buyer or Seller, as applicable, shall be liable only for the amount in excess of the Basket Amount. No party shall be liable for any indemnification pursuant to Section 11.1(i) or Section 11.2(i), as applicable, for any claims for misrepresentations and breaches of warranty which are the basis upon which any other party shall have failed to consummate the transactions described herein pursuant to Section 7.1 or Section 8.1, as applicable, or which are based upon misrepresentations and breaches of warranty which have been waived pursuant to the initial paragraph of Section 7 or Section 8, as applicable. The liability of Buyer and Seller for indemnification under Section 11.1(i) or Section 11.2(i), respectively, shall be limited to an amount equal to fifty percent (50%) of the Purchase Price (the "Indemnification Cap"). Notwithstanding the foregoing provisions of this Section 11.3, the limitation on liability, the Indemnification Cap and the Basket Amount shall not apply to claims arising under Section 11.1(i) or Section 11.2(i) resulting from intentional misrepresentation or fraud by the indemnifying party.

11.4 Notice and Control of Litigation. If any claim or liability is asserted in writing by a third party against a party entitled to indemnification under this Section 11 (the "Indemnified Party") which would give rise to a claim under this Section 11, the Indemnified Party shall notify the person giving the indemnity (the "Indemnifying Party") in writing of the same within fifteen (15) calendar days of receipt of such written assertion of a claim or liability. The Indemnifying Party shall have the right to defend a claim and control the defense, settlement, and prosecution of any litigation. If the Indemnifying Party, within ten (10) business days after receipt of such written notice of such claim, fails to agree to defend such claim, the Indemnified Party shall (upon further notice to the Indemnifying Party) have the right to undertake the defense, compromise, or settlement of such claim on behalf of and for the account and at the risk of the Indemnifying Party, subject to the right of the Indemnifying Party to assume the defense of such claim at any time prior to settlement, compromise, or final determination thereof. Anything in this Section 11.4 notwithstanding, (i) in the event that a proposed settlement requires the Indemnified Party to admit any wrongdoing or take or refrain from taking any action, then the proposed settlement shall not be entered into unless it is reasonably acceptable to both the Indemnifying Party and the Indemnified Party, and (ii) the Indemnifying Party shall not, without the written consent of the Indemnified Party, settle or compromise any claim or consent to the entry of any judgment which does not include as an unconditional term thereof the giving by the claimant to the Indemnified Party of a release from all liability in respect of such claim. The foregoing rights and agreements shall be limited to the extent of any requirement of any third-party insurer or indemnitor. All parties

agree to cooperate fully as necessary in the defense of such matters. Should the Indemnified Party fail to notify the Indemnifying Party in the time required above, the indemnity with respect to the subject matter of the required notice shall be limited to the damages that would have resulted absent the Indemnified Party's failure to notify the Indemnifying Party in the time required above after taking into account such actions as could have been taken by the Indemnifying Party had it received timely notice from the Indemnified Party.

11.5 Notice of Claim. If an Indemnified Party becomes aware of any breach of the representations or warranties of the Indemnifying Party hereunder or any other basis for indemnification under this Section 11 (except as otherwise provided for under Section 12.3), the Indemnified Party shall notify the Indemnifying Party in writing of the same within forty-five (45) days after becoming aware of such breach or claim, specifying in detail the circumstances and facts which give rise to a claim under this Section 11. Should the Indemnified Party fail to notify the Indemnifying Party within the time frame required above, the indemnity with respect to the subject matter of the required notice shall be limited to the damages that would have nonetheless resulted absent the Indemnified Party's failure to notify the Indemnifying Party in the time required above after taking into account such actions as could have been taken by the Indemnifying Party had it received timely notice from the Indemnified Party.

11.6 Mitigation. The Indemnified Party shall take all reasonable steps to mitigate all liabilities and claims, including availing itself as reasonably directed by the Indemnifying Party of any defenses, limitations, rights of contribution, claims against third parties (other than the Indemnified Party's insurance carriers) and other rights at law, and shall provide such evidence and documentation of the nature and extent of any liability as may be reasonably requested by the Indemnifying Party. Each party shall act in a commercially reasonable manner in addressing any liabilities that may provide the basis for an indemnifiable claim (that is, each party shall respond to such liability in the same manner that it would respond to such liability in the absence of the indemnification provided for in this Agreement). Any request for indemnification of specific costs shall include invoices and supporting documents containing reasonably detailed information about the costs or damages for which indemnification is being sought.

11.7 Exclusive Remedy. The representations and warranties contained in or made pursuant to this Agreement shall be terminated and extinguished upon the earlier of the end of the Survival Period (hereinafter defined) or any termination of this Agreement. Thereafter, none of Seller, Buyer or any shareholder, partner, officer, director, principal or Affiliate of any of the preceding shall be subject to any liability of any nature whatsoever with respect to any such representation or warranty. Moreover, the sole and exclusive remedy for any breach or inaccuracy, or alleged breach or inaccuracy, of any representation and warranty made by Seller or Buyer shall be the remedies provided by this Section 11.

12. MISCELLANEOUS.

12.1 Schedules and Exhibits. Each Schedule and Exhibit to this Agreement shall be considered a part hereof as if set forth herein in full. From the date hereof until the Closing Date, Seller or Buyer may update their Schedules, subject to the other party's approval rights described below. If a party, after having a period of ten (10) business days to review any modification or amendment to a Schedule proposed by another party, determines in its reasonable discretion that

it should not consummate the transactions contemplated by this Agreement because the modification or amendment to such Schedule discloses facts or circumstances having a Material Adverse Effect not disclosed in the original Schedules, then such party may terminate this Agreement on or before the Closing by giving a written notice to the other party (a "Termination Notice"), whereupon the other party shall be entitled, for a period of ten (10) business days after its receipt of the Termination Notice, to cure the matter that has triggered the Termination Notice. Notwithstanding anything contained herein to the contrary, the inclusion of new or different information on a Schedule after the date of this Agreement shall not prejudice or otherwise affect a party's right to seek relief for the other party's breach of a representation or warranty or affect the party's right to indemnification under Section 11.1 or Section 11.2 (based upon the Schedule as of the date of this Agreement without taking into account any modification, update or amendment).

12.2 Additional Assurances. The provisions of this Agreement shall be self-operative and shall not require further agreement by the parties except as may be herein specifically provided to the contrary; provided, however, at the request of a party, the other party or parties shall execute such additional instruments and take such additional actions as are consistent with this Agreement and are necessary or convenient to consummate the transactions contemplated hereby, with each party bearing its own costs and expenses incurred by such party related thereto. In addition and from time to time after the Closing, Seller shall execute and deliver such other instruments of conveyance and transfer, and take such other actions as Buyer reasonably may request, more effectively to convey and transfer full right, title, and interest to, vest in, and place Buyer in legal and actual possession of, any and all of the Facilities and the Assets in a manner consistent with this Agreement with each party bearing its own costs and expenses associated therewith.

12.3 Consented Assignment. Anything contained herein to the contrary notwithstanding, this Agreement shall not constitute an agreement to assign any claim, right, contract, license, lease, commitment, sales order, or purchase order if an attempted assignment thereof without the consent of the other party thereto would constitute a breach thereof or in any material way affect the rights of Seller thereunder, unless such consent is obtained.

12.4 Consents, Approvals and Discretion. Except as herein expressly provided to the contrary, whenever this Agreement requires any consent or approval to be given by a party, or whenever a party must or may exercise discretion, the parties agree that such consent or approval shall not be unreasonably withheld or delayed and such discretion shall be reasonably exercised.

12.5 Legal Fees and Costs. In the event a party elects to incur legal expenses to enforce or interpret any provision of this Agreement by judicial proceedings, the prevailing party will be entitled to recover such legal expenses, including, without limitation, reasonable attorneys' fees, costs, and necessary disbursements at all court levels, in addition to any other relief to which such party shall be entitled.

12.6 Choice of Law. The parties agree that this Agreement shall be governed by and construed in accordance with the laws of the State of Michigan, without regard to conflict of laws principles.

12.7 Benefit/Assignment. Subject to provisions herein to the contrary, this Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective legal representatives, successors, and assigns. No party may assign this Agreement without the prior written consent of the other parties, which consent shall not be unreasonably withheld.

12.8 No Brokerage. Except as otherwise set forth on Schedule 12.8 hereto, Buyer and Seller each represent and warrant to the other that they have not engaged a broker in connection with the transactions described herein. Each party agrees to be solely liable for and obligated to satisfy and discharge all loss, cost, damage, or expense arising out of claims for fees or commissions of brokers employed or alleged to have been employed by such party.

12.9 Cost of Transaction. Whether or not the transactions contemplated hereby shall be consummated, the parties agree as follows: (i) Seller shall pay the fees, expenses, and disbursements of Seller and its agents, representatives, accountants, and legal counsel incurred in connection with the subject matter hereof and any amendments hereto; (ii) Buyer shall pay the fees, expenses, and disbursements of Buyer and Buyer's agents, representatives, accountants and legal counsel incurred in connection with the subject matter hereof and any amendments hereto; and (iii) Buyer shall pay for all state, county and local transfer, documentary or similar taxes payable in connection with the transfer of the Assets, all premiums, fees and costs associated with the Title Commitment, the Title Policy and the Surveys, any filing fees required to obtain approvals or waivers under the HSR Act, any environmental engineering reports, licensure application fees and recording fees.

12.10 Confidentiality.

(a) It is understood by the parties hereto that the information, documents, and instruments delivered to Buyer by Seller and their agents and the information, documents, and instruments delivered to Seller by Buyer and their agents are of a confidential and proprietary nature. Each of the parties hereto agrees that prior to the Closing it will maintain the confidentiality of all such confidential information, documents, or instruments delivered to it by each of the other parties hereto or their agents in connection with the negotiation of this Agreement or in compliance with the terms, conditions, and covenants hereof and will only disclose such information, documents, and instruments to its duly authorized officers, members, directors, representatives, and agents (including consultants, attorneys, and accountants of each party) and applicable governmental authorities in connection with any required notification or application for approval or exemption therefrom. Each of the parties hereto further agrees that if the transactions contemplated hereby are not consummated, it will return all such documents and instruments and all copies thereof in its possession to the other parties to this Agreement.

(b) Each of the parties hereto recognizes that any breach of this Section 12.10 would result in irreparable harm to the other party to this Agreement and its Affiliates (as defined in Section 12.18 below) and that therefore either Seller or Buyer shall be entitled to an injunction to prohibit any such breach or anticipated breach, without the necessity of posting a bond, cash, or otherwise, in addition to all of its other legal and equitable remedies. Nothing in this Section 12.10, however, shall prohibit the use of such confidential information, documents, or information for such governmental filings as in the opinion of Seller's counsel or Buyer's counsel are required by

law or governmental regulations or are otherwise required to be disclosed pursuant to applicable state law.

12.11 Public Announcements. Seller and Buyer mutually agree that no party hereto shall release, publish, or otherwise make available to the public in any manner whatsoever any information or announcement regarding the transactions herein contemplated without the prior written consent of Seller and Buyer, except for information and filings reasonably necessary to be directed to governmental agencies to fully and lawfully effect the transactions herein contemplated or required in connection with securities and other laws.

12.12 Waiver of Breach. The waiver by either 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 any other provision hereof. Any waiver of a breach or violation of any provision of this Agreement must be in writing and signed by the party waiving such breach or violation to be effective.

12.13 Notice. Any notice, demand, or communication required, permitted, or desired to be given hereunder shall be deemed effectively given when personally delivered, when received by receipted overnight delivery, 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:

Buyer:
AHS Coldwater LLC
505 N. Brand Boulevard, Suite 1110
Glendale, CA 91203
Attn: Chief Legal Officer

Seller:
ProMedica Health System, Inc.
100 Madison Avenue
Toledo, OH 43604
Attn: Chief Legal Officer and General Counsel

With a simultaneous copy to:

Hall, Render, Killian, Heath & Lyman, P.C.
101 West Big Beaver Road, Suite 745
Troy, MI 48084
Attn: Matthew W. Decker

or to such other address, and to the attention of such other person or officer as either party may designate, with copies thereof to the respective counsel thereof as notified by such party.

12.14 Severability. In the event any provision of this Agreement is held to be invalid, illegal or unenforceable for any reason and in any respect, such invalidity, illegality, or unenforceability shall in no event affect, prejudice, or disturb the validity of the remainder of this

Agreement, which shall be and remain in full force and effect, enforceable in accordance with its terms.

12.15 Gender and Number. Whenever the context of this Agreement requires, the gender of all words herein shall include the masculine, feminine, and neuter, and the number of all words herein shall include the singular and plural.

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

12.17 Survival. All of the representations, warranties, covenants, and agreements made by the parties in this Agreement or pursuant hereto in any certificate, instrument, or document shall survive the consummation of the transactions described herein, and may be fully and completely relied upon by Seller and Buyer, as the case may be, notwithstanding any investigation heretofore or hereafter made by any of them or on behalf of any of them, and shall not be deemed merged into any instruments or agreements delivered at the Closing or thereafter. The representations and warranties contained in or made pursuant to this Agreement shall survive the Closing for a period of two (2) years following the Closing Date (the "Survival Period").

12.18 Affiliates. As used in this Agreement, the term "Affiliate" means, as to the entity in question, any person or entity that directly or indirectly controls, is controlled by or is under common control with, the entity in question and the term "control" means possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of an entity whether through ownership of voting securities, by contract or otherwise.

12.19 Waiver of Jury Trial. EACH PARTY HERETO HEREBY IRREVOCABLY WAIVES ANY AND ALL RIGHTS IT MAY HAVE TO DEMAND THAT ANY ACTION, PROCEEDING OR COUNTERCLAIM ARISING OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT OR THE RELATIONSHIPS OF THE PARTIES HERETO BE TRIED BY JURY. THIS WAIVER EXTENDS TO ANY AND ALL RIGHTS TO DEMAND A TRIAL BY JURY ARISING FROM ANY SOURCE INCLUDING, BUT NOT LIMITED TO, THE CONSTITUTION OF THE UNITED STATES OR ANY STATE THEREIN, COMMON LAW OR ANY APPLICABLE STATUTE OR REGULATIONS. EACH PARTY HERETO ACKNOWLEDGES THAT IT IS KNOWINGLY AND VOLUNTARILY WAIVING ITS RIGHT TO DEMAND TRIAL BY JURY.

12.20 Accounting Date. The transactions contemplated hereby shall be effective for accounting purposes as of 12:01 a.m. on the day following the Closing Date, unless otherwise agreed in writing by Seller and Buyer. The parties will use commercially reasonable efforts to cause the Closing to be effective as of a month end, with equitable adjustments made to the Purchase Price necessary to give effect to the foregoing.

12.21 No Inferences. Inasmuch as this Agreement is the result of negotiations between sophisticated parties of equal bargaining power represented by counsel, no inference in favor of, or against, either party shall be drawn from the fact that any portion of this Agreement has been drafted by or on behalf of such party.

12.22 Limited Third Party Beneficiaries. The terms and provisions of this Agreement are intended solely for the benefit of Buyer, Seller, their Affiliates and their respective permitted successors or assigns, 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 other than Seller and Buyer, which the parties agree are express third party beneficiaries of the rights of Seller and Buyer, respectively.

12.23 Entire Agreement/Amendment. This Agreement supersedes all previous contracts, and constitutes the entire agreement of whatsoever kind or nature existing between or among the parties respecting the within subject matter, and no party shall be entitled to benefits other than those specified herein. As between or among the parties, no oral statements or prior written material not specifically incorporated herein shall be of any force and effect. The parties specifically acknowledge that in entering into and executing this Agreement, the parties rely solely upon the representations and agreements contained in this Agreement and no others. All prior representations or agreements, whether written or verbal, not expressly incorporated herein are superseded, and no changes in or additions to this Agreement shall be recognized unless and until made in writing and signed by all parties hereto. This Agreement may be executed in two or more counterparts, each and all of which shall be deemed an original and all of which together shall constitute but one and the same instrument.

12.24 Risk of Loss. Notwithstanding any other provision hereof to the contrary, the risk of loss or damage to any of the Assets, the Hospital and all other property, transfer of which is contemplated by this Agreement, shall be borne by Seller until the Effective Time and by Buyer after the Effective Time.

12.25 Material Adverse Effect. As used in this Agreement, the term "Material Adverse Effect" means an event, change or circumstance which, individually or together with any other event, change or circumstance, would reasonably be expected to have a material adverse effect on the business (but not the prospects), financial condition, or results of operations of either the Hospital, or the Facilities, taken as a whole. Notwithstanding anything to the contrary contained in this Agreement, none of the following occurring after the date hereof shall constitute a Material Adverse Effect or be taken into account in determining whether a Material Adverse Effect has occurred: (a) changes or proposed changes to any law, reimbursement rates or policies of governmental agencies or bodies that are generally applicable to hospitals or health care facilities; (b) changes or proposed changes in requirements, reimbursement rates, policies or procedures of third party payors or accreditation commissions or organizations that are generally applicable to hospitals or health care facilities; (c) any changes or any proposed changes in GAAP after the date of this Agreement; (d) any hostilities, acts of war, sabotage, terrorism or military actions, or any escalation or worsening of any such hostilities, acts of war, sabotage, terrorism or military actions; (e) changes resulting from the public announcement of this Agreement or the pendency of the transactions contemplated hereby (including, without limitation, changes in private payor agreements or policies and their effects and the departure of employees), or Buyer being the proposed purchaser of the Assets; (f) the effect of physicians or payors moving proposed medical procedures from the Facilities to facilities not owned by Seller (including, without limitation, facilities owned or operated by Buyer or its Affiliates); (g) compliance with the terms of, or the taking of any action required, by this Agreement or consented to by Buyer; (h) any failure in and of itself to meet internal or published projections, estimates or forecasts of revenues, earnings, cash flow, or other measures of financial or operating performance for any period; or (i) any epidemic,

pandemic, disease outbreak (including COVID-19) or other health crisis or public health event, or the worsening of the foregoing.

12.26 Radon Gas. Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Michigan. Additional information regarding radon and radon testing may be obtained from the county public health unit.

12.27 Knowledge of Seller. As used in this Agreement, "knowledge of Seller" or "Seller's knowledge" (and any similar expression) means the actual knowledge of the Hospital's Chief Executive Officer, Chief Financial Officer, Chief Nursing Officer, Compliance Officer (or equivalent), and Plant Operations Director (or equivalent), and the officer(s) of Hospital who have worked on applicable matters with Seller.

12.28 COVID-19 and the COVID-19 Measures. As used in this Agreement, (i) the term "COVID-19" shall refer to the coronavirus disease 2019, abbreviated as COVID-19, and (ii) the term "COVID-19 Measures" shall refer to any quarantine, "shelter in place," "stay at home," workforce reduction, social distancing, shut down, closure, sequester or any other law, order, directive, guidelines or recommendations by any Government Entity in connection with or in response to COVID-19.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in multiple originals by their authorized officers, all as of the date first above written.

PROMEDICA HEALTH SYSTEM, INC.

By: _____

Name: ARTURO POLIZZI

Title: President / CEO

AHS COLDWATER LLC

By: _____

Name: _____

Title: _____

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in multiple originals by their authorized officers, all as of the date first above written.

PROMEDICA HEALTH SYSTEM, INC.

By: _____

Name: _____

Title: _____

AHS COLDWATER LLC

By: Mike Sarian

Name: Mike Sarian

Title: CEO

EXHIBIT A
FACILITIES

EXHIBIT B
LIMITED POWERS OF ATTORNEY

[*To be attached*]

EXHIBIT C
INFORMATION SERVICES AGREEMENT

[*To be attached*]

EXHIBIT D

HOSPITAL TRANSITION SERVICES AGREEMENT

[*To be attached*]