**Exhibit A**

**Hospitals**

Angel Medical Center (Franklin, NC)

Asheville Specialty Hospital (Asheville, NC) (inpatient rehabilitation hospital)

Blue Ridge Regional Hospital (Spruce Pine, NC)

CarePartners Rehabilitation Hospital (Asheville, NC)

Highlands-Cashiers Hospital (Highlands, NC)

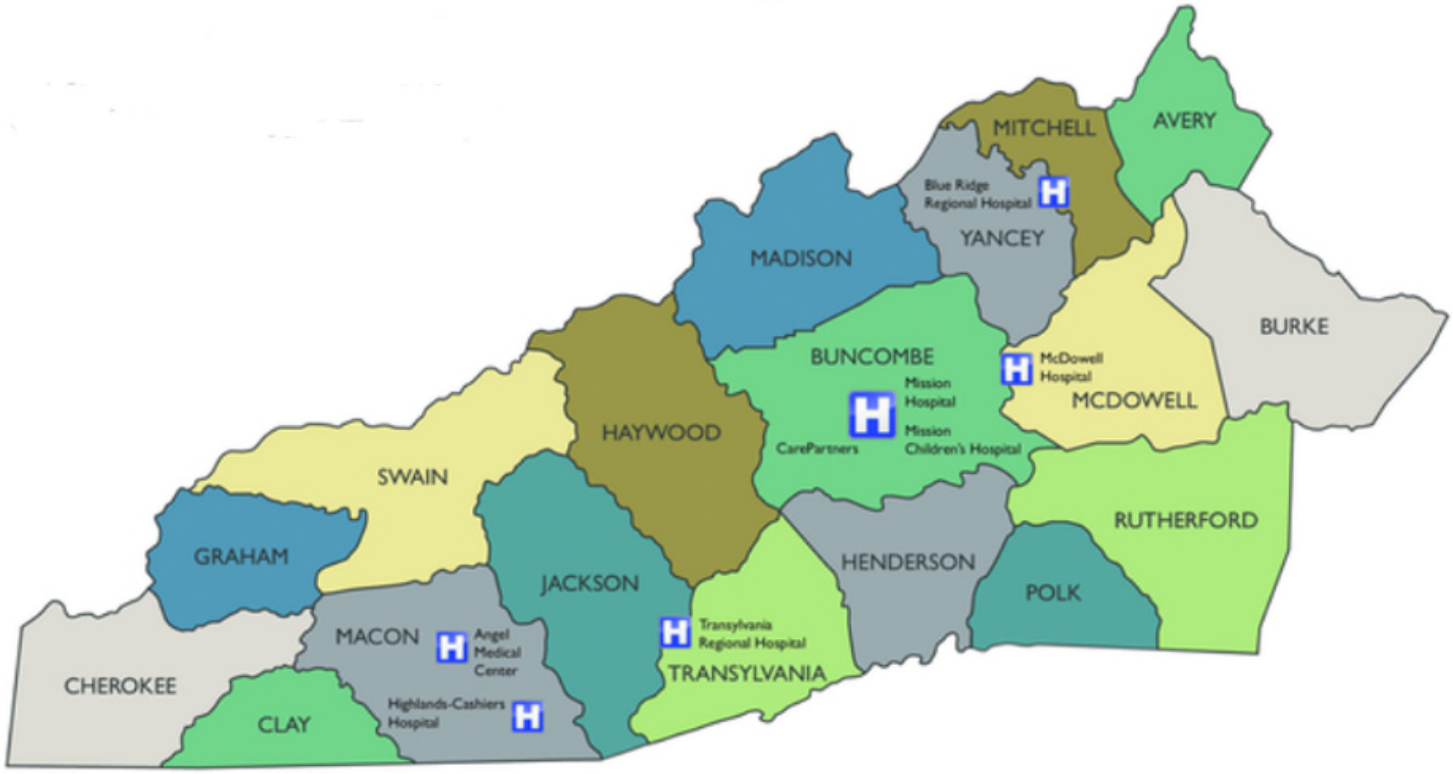
Mission Hospital McDowell (Marion, NC)

Mission Hospital (Asheville, NC)

Transylvania Regional Hospital (Brevard, NC)

**Exhibit B**

**Restricted Area**



# <u>Exhibit C</u>
# Uninsured and Charity Care Policy

| DEPARTMENT: Vendor Collections Management | POLICY DESCRIPTION: Charity Financial Assistance Policy for Uninsured and Underinsured Patients |
|---|---|
| PAGE: 2 of 6 | REPLACES POLICY DATED: |
| APPROVED: | RETIRED: |
| EFFECTIVE DATE: | REFERENCE NUMBER: PARA.PP.VCM.016 |

**SCOPE:**

All SSC and Facility areas responsible for requesting and evaluating Financial Assistance Applications ("FAA") for the purposes of processing a charity write-off for certain patients receiving services at HCA-affiliated, non-partnership, acute-care hospitals ("Hospitals").

**PURPOSE:**

To define the policy for providing partial or full financial relief to patients who (i) have received emergency services, (ii) meet certain income requirements, (iii) do not qualify for state or federal assistance for the date of service, (iv) are uninsured or underinsured, and (v) are unable to make partial or full payment on outstanding balances. In addition, with respect to the FAA and income validation, to establish protocols and supporting documentation requirements.

**POLICY:**

The following types of patients may qualify for a charity write-off based on the patient's total household income, supporting income verification documentation or processes, as required, and the amount of the patient liability:

1) To be eligible for a charity write-off review, a patient must have incurred emergent, non-elective services.

2) To be eligible for a charity write-off, a patient must be (a) uninsured or underinsured and (b) have an out-of-pocket patient responsibility of $1,500 or more for an individual account. Upon request by a patient and, if there are extenuating circumstances, accounts with out-of-pocket responsibility balances of less than $1,500 may be reviewed and a charity write-off applied if Federal Poverty Guidelines/Level ("FPL") thresholds are met as set forth in Section 9, below.

3) For purposes of this policy, an uninsured patient is one (i) with no third party payer coverage for emergent health care services, (ii) who provides documentation that the patient is unable to pay for some or all of the provided non-elective hospital services and (iii) who satisfies the financial eligibility criteria set forth herein.

4) For purposes of this policy, an underinsured patient is one with some form of third party payer coverage for health care services, but such coverage is insufficient to pay the current bill such that the patient retains a patient liability that they are unable to pay.

5) A validation will be completed, as required in this Policy, to ensure that if any portion of the

patient's medical services can be paid by any federal or state governmental health care program (e.g., Medicare, Medicaid, Tricare, Medicare secondary payer), private insurance company, or other private, non-governmental third-party payer, that the payment has been received and posted to the account. No charity write-off can be applied to any account with any outstanding payer liability.

6) Supporting Income Verification Documentation & Review:

A. Medicare Accounts

i. All Medicare patients (i.e., inpatients and/or outpatients) must submit supporting income verification documentation. Electronic validation of patient income, e.g., Experian, alone is not sufficient. Medicare requires independent income and resource verification for a charity care determination with respect to Medicare beneficiaries (PRM-I § 312).

ii. In addition to the FAA, the preferred income documentation will be the most current year's Federal Tax Return. Any patient/responsible party unable to provide his/her most recent Federal Tax Return may provide two pieces of supporting documentation from the following list to meet this income verification requirement:

- State Income Tax Return for the most current year
- Supporting W-2
- Supporting 1099's
- Copies of all bank statements for last 3 months
- Most recent bank and broker statements listed in the Federal Tax Return
- Current credit report
- Qualified Medicare Benefits ("QMB") for inpatients only

iii. Dual-Eligible Beneficiaries: A Medicare beneficiary who also qualifies for Medicaid (dual-eligible beneficiary) may be deemed indigent as long as the "Must Bill" requirements are met. That these requirements are met must be supported by a State Medicaid remittance advice. When claiming an amount as Medicare Bad Debt for a dual-eligible beneficiary, Medicaid must be billed. In addition, the remittance advice showing non-payment must be maintained as supporting documentation for the Medicare Bad Debt adjustment. Charity write-offs for Medicaid Exhausted beneficiaries may be less than $1,500.

B. Non-Medicare Accounts

i. Generally, for all non-Medicare Accounts, the following will be acceptable supporting documentation: (i) the documentation listed in A. above, (ii) or any one of the following:

- Most Recent Employer Pay Stubs
- Written documentation from income sources
- Proof of Medicaid Eligibility
- Electronic validation of patient income and family size, such as Experian

ii. Supporting income verification documentation through an electronic validation of patient information/income, such as Experian, shall be obtained where no other income verification is obtained.

iii. To the extent required by state law, a complete FAA shall be obtained for any dollars reported as charity to the state.

iv. Review of assets may take place during the application process where required by state law or regulation.

C. Patients/Responsible Party Deemed Eligible.

The patient/responsible party may be deemed to meet the charity guidelines if:

- the patient/responsible party is determined to be eligible by a local clinic under poverty and income guidelines similar to the ones in this policy; or
- the patient/responsible party presents with Medicaid, and Medicaid does not pay.

D. Charity Processing Based on Extenuating Circumstances, i.e., Potential Charity Write-off Absent Full Documentation.

There may be extenuating circumstances where resource testing cannot be completed because the patient/responsible party does not/cannot (i) complete the FAA, or (ii) provide supporting documentation listed in A or B, above. In those circumstances, a manager may waive the required documentation and extend a charity care write-off, consistent with this Policy. The following may be considered by the manager to be

extenuating circumstances:

i. *Patients identified as an undocumented residents or homeless through*:

- Medicaid Eligibility screening
- Registration process
- Discharge to a shelter
- Clinical or Case Management documentation
- Absence of a credit report

*ii. Patients that expire* - if it is determined through family contact and/or courthouse records that an estate does not exist, it may be considered for a charity write-off (even if the patient had a spouse) upon documentation and with the manager's review and approval of a policy exception.

*iii. Medically Indigent* – In addition to the above, if a patient/responsible party meets the medically indigent status based upon state guidelines or requirements, a charity write-off may be applied after the manager completes a resource testing process for the patient/responsible party.

7) Pending Medicaid Effect on Charity Write-off:

The Pending Medicaid and Pending Charity processes should not be concurrent processes. Determination of Pending Medicaid should be resolved prior to evaluating for potential Pending Charity.

8) Health Insurance Marketplace for Qualified Health Plans:

Pending qualification in the Health Insurance Marketplace may take place concurrently with the Pending Charity process. The QHP enrollment is not retroactive. Rather, the coverage becomes effective for future dates of service. Therefore, it is necessary to continue with the Pending Charity process for visits occurring prior to QHP effective dates.

9) Charity Processing based on Federal Poverty Guidelines:

A. Patients with individual or household incomes of between 0-200% of Federal Poverty Guidelines:

Patients with more than a $1,500 patient liability that fall within 0-200% of the FPL will have the entire patient balance processed as charity write-off. Upon request by a patient and, if there are extenuating circumstances, accounts with out-of-pocket responsibility

balances of less than $1,500 may be reviewed and a charity write-off applied.

B. Patients with individual or household incomes of between 201- 400% of Federal Poverty Guidelines:

Patients with incomes between 201% and 400% of FPL will have their balances capped at a percentage of their income according to the table below. This percentage will be determined using the patient's FPL.

- 201% - 300% - balances capped at 3% of annual household income
- 301% - 400% - balances capped at 4% of annual household income

Upon request by a patient and, if there are extenuating circumstances, accounts with out-of-pocket responsibility balances of less than $1,500 may be reviewed and a charity write-off applied.

C. Patients Who Are Uninsured:

Notwithstanding 9)A. and B. above, patients who are uninsured and who provide the supporting income verification documentation and otherwise meet the requirements of this Policy, will have their patient balance capped at the lesser of the amount calculated under 9)A. or 9)B. above, or the amount calculated pursuant to the uninsured discount model.

Balances from multiple accounts for the same patient may be considered together to determine out-of-pocket responsibility minimums and for calculating the cap.

The write-off will be applied to the entire outstanding patient balance.

10) Refunds on Charity Accounts:

The general expectation is that all patients pay for services rendered if they are not fully covered by a third party. Therefore, any amount paid by the patient (even if the patient subsequently meets the charity write-off guidelines for their balance due), will be retained. Only amounts paid by the patient that exceed the amount that patient would have paid had they received the uninsured discount, or that exceed their out of pocket responsibility per their insurance, will be refunded. For those patients that do meet the charity write-off criteria and have made a partial payment, the charity write-off will be posted on the remaining patient balance.

11) Patient Dispute Process:

In the event a patient wishes to file a dispute and appeal their eligibility for a Charity write-off under this policy, the patient may seek review from the Vendor Collections Management Director, Hospital Chief Financial Officer or an SSC Executive as defined in the Charity Review Appeal Process policy (PARA.PP.VCM.020).

12) Compliance with State regulations:

Each SSC should evaluate whether this Policy complies with the applicable state law and regulations regarding charity care, e.g., California, Florida. If this Policy does not comply with state law and regulations, each SSC must clearly document exceptions to this policy in either a State specific policy or an addendum to this Policy.

13) Liens:

Under no circumstances will liens be considered on properties less than $300,000 in value.

**REFERENCE:**

- **PARA.FT.VCM.606 Federal Charity Guidelines**
- **PARA.FT.VCM.638 Financial Assistance Application**
- **PARA.MF.VCM.804 Collection Charity Letters**
- **PARA.PARS.PP.009 Medicare Bad Debt and Recovery Logs Policy**
- **PARA.PP.VCM.019 Utilizing the Artiva Charity Process**

**<u>Exhibit D</u>**

**Lease Assignment**

**FORM OF**
**ASSIGNMENT AND ASSUMPTION OF THIRD-PARTY LEASES**

**THIS ASSIGNMENT AND ASSUMPTION OF THIRD-PARTY LEASES** (this "Assignment") is entered into on the [●] day of [●], 20[●] and effective as of the Effective Time as designated in the Agreement (as defined below) (the "Effective Time"), by and among [●], a [●] and [●], a [●] (each an "Assignor" and, collectively, the "Assignors"), and MH Master Holdings, LLLP, a Delaware limited liability limited partnership (the "Assignee"). Capitalized terms used but not otherwise defined herein shall have the meanings ascribed thereto in that certain Asset Purchase Agreement, by and among the Assignee (the "Buyer"), [●], a [●] (the "Buyer Guarantor"), Dogwood Health Trust, a North Carolina nonprofit corporation (the "Foundation"), the Assignors and [●], a [●] (collectively, the "Sellers") (the "Agreement").

**RECITALS**

A. Pursuant to the Agreement, the Sellers have agreed to sell to the Assignee, and the Assignee has agreed to purchase from Sellers, the Purchased Assets, including the Third-Party Leases more particularly described in Exhibit A attached hereto (the "Leases").

B. Pursuant to the Agreement, the Assignors have agreed to transfer to the Assignee, and Assignee has agreed to accept from Assignors, all of the Assignors' right, title, and interest, as landlord, in the Leases and the Assignee has agreed to assume all of the Assignors' obligations, as landlord, in, to and under the Leases.

C. The parties hereto are entering this Assignment to satisfy a condition to the Closing of the Contemplated Transactions (as defined in the Agreement) in accordance with the Agreement.

**NOW, THEREFORE**, in consideration of the foregoing premises, the mutual covenants and other agreements set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignors and Assignee hereby agree as follows:

1. Assignment. Each Assignor hereby sells, assigns, transfers, conveys and delivers unto the Assignee and its successors and assigns all of such Assignor's right, title and interest in, to and under the Leases as of the Effective Time, free and clear of all Encumbrances other than Permitted Encumbrances.

2. Assumption. By execution hereof, the Assignee accepts assignment of, agrees to and hereby does assume and agrees to perform all of the Assignors' obligations under or with respect to the Leases accruing from and after the Effective Time, and agrees to be bound by all the terms, covenants and conditions of the Leases to be performed and observed under the Leases from and after the Effective Time. The parties agree and acknowledge that the Assignors shall have no obligations or liabilities under the Leases in respect of matters arising or accruing from and after the Effective Time and that the Assignee shall have no obligations or liabilities under the Leases in respect of matters arising or accruing prior to the Effective Time. Without limiting the foregoing, Assignee agrees to hold, apply and return any security deposits under the Leases in accordance with the applicable Leases and applicable legal requirements.

3. Assignors' Warranties. The Assignors' representations and warranties respecting the Leases which are set forth in the Agreement are incorporated herein by reference and shall survive the execution and delivery of this Assignment for the period of time set forth in the Agreement. Nothing set

forth herein is intended to expand, limit or otherwise modify the rights of the parties as set forth in the Agreement. In the event of any inconsistencies between the terms of this Assignment and the terms of the Agreement, the parties agree that the terms of the Agreement shall control.

4. Irrevocable Assignment. The Assignors' assignment and the Assignee's assumption pursuant to this Assignment are made for good and valuable consideration, the receipt and sufficiency of which are acknowledged, and are coupled with an interest; therefore, the assignment and assumption contained herein are irrevocable.

5. Remedies. The Assignors' and the Assignee's remedies with respect to any claim arising from a breach of this Assignment shall be as set forth in the Agreement.

6. General. Sections 1.2 (Interpretation), 13.1 (Notice), 13.2 (Choice of Law), 13.3 (Arbitration), 13.4 (Benefit; Assignment; Delegation), 13.5 (Waiver of Jury Trial), 13.6 (Legal Advice and Reliance), 13.7 (Reproduction of Documents), 13.8 (Cost of Transaction), 13.9 (Waiver of Breach), 13.10 (Severability), 13.11 (No Inferences; Sophisticated Parties), 13.12 (Divisions and Headings of this Agreement), 13.14 (Entire Agreement; Amendment) and 13.15 (Multiple Counterparts) of the Agreement are hereby incorporated, *mutatis mutandis*, by reference as if such sections were set forth in full herein.

7. No Third Party Beneficiary. The terms and provisions of this Assignment are intended solely for the benefit of the parties hereto and their respective permitted successors or assigns or delegates, and it is not the intention of the parties to confer third party beneficiary rights upon any other Person or entity.

8. Conflicts Between Agreements. This Assignment is made pursuant to the Agreement and is subject to the terms and conditions thereof. If any conflicts exist between this Assignment and the Agreement, the Agreement shall control.

9. Further Assurances**.** To the extent consistent with the terms and conditions of the Agreement, the parties hereby agree to take such additional actions and to execute, acknowledge and deliver any and all other acts, instruments or other documents as may reasonably be required to effect the intent and purposes of this Assignment and the transactions contemplated hereby and/or by the Agreement.

***[SIGNATURE PAGES FOLLOW]***

**IN WITNESS WHEREOF**, the parties hereto have executed this Assignment or caused this Assignment to be executed by their duly authorized representatives as of the date first above written.

**ASSIGNORS:** [●]

By: _____
Name: _____
Title: _____

[●]

By: _____
Name: _____
Title: _____

[***Signatures continue on following page***]

**ASSIGNEE:** [●]

By: _____
Name: _____
Title: _____

**EXHIBIT A**

**List of Third-Party Leases**

| **Address** | **Landlord** | **Tenant** | **Description of Lease** |
|---|---|---|---|
| [●] | [●] | [●] | [Lease Agreement], dated [●] |

**FORM OF**
**ASSIGNMENT AND ASSUMPTION OF TENANT LEASES**

**THIS ASSIGNMENT AND ASSUMPTION OF TENANT LEASES** (this "Assignment") is entered into on the _____ day of _____, [●] and effective as of the Effective Time as designated in the Agreement (as defined below), by and among [●], a [●] and [●], a [●] (each an "Assignor" and, collectively, the "Assignors"), and [●], a [●] (the "Assignee"). Capitalized terms used but not otherwise defined herein shall have the meanings ascribed thereto in that certain Asset Purchase Agreement dated _____, [●], by and among the Assignee, the Assignors, MH Master Holdings, LLLP, a Delaware limited liability limited partnership ("Buyer"), [●], a [●] ("Buyer Guarantor"), Dogwood Health Trust, a North Carolina nonprofit corporation (the "Foundation") and [●], a [●] (collectively, the "Sellers") (the "Agreement").

**RECITALS**

A. Pursuant to the Agreement, the Sellers have agreed to sell to the Assignee, and the Assignee has agreed to purchase from the Sellers, the Purchased Assets, including the Tenant Leases more particularly described in Exhibit A attached hereto (the "Leases").

B. Pursuant to the Agreement, the Assignors have agreed to transfer to the Assignee, and the Assignee has agreed to accept from the Assignors, all of the Assignors' right, title, and interest, as tenant, in, to and under, the Leases and Assignee has agreed to assume all of Assignors' right, title, and interest, as tenant, in, to and under the Leases.

C. The parties hereto are entering this Assignment to satisfy a condition to the Closing of the Contemplated Transactions (as defined in the Agreement) in accordance with the Agreement.

**NOW, THEREFORE**, in consideration of the foregoing premises, the mutual covenants and other agreements set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignors and Assignee hereby agree as follows:

1. Assignment. Each Assignor hereby sells, assigns, transfers, conveys and delivers unto the Assignee and its successors and assigns all of such Assignor's right, title and interest, as tenant, in, to and under the Leases as of the Effective Time, free and clear of all Encumbrances other than Permitted Encumbrances.

2. Assumption. By execution hereof, the Assignee accepts assignment of, agrees to and hereby does assume and agrees to perform all of the Assignors' obligations under or with respect to the Leases accruing from and after the Effective Time, and agrees to be bound by all the terms, covenants and conditions of the Leases to be performed and observed under the Leases from and after the Effective Time. The parties agree and acknowledge that the Assignors shall have no obligations or liabilities under the Leases in respect of matters arising or accruing from and after the Effective Time and that the Assignee shall have no obligations or liabilities under the Leases in respect of matters arising (except to the extent performance is not due under the terms of the Leases until on or after the Effective Time) or accruing prior to the Effective Time.

3. Assignors' Warranties. The Assignors' representations and warranties respecting the Leases which are set forth in the Agreement are incorporated herein by reference and shall survive the execution and delivery of this Assignment for the period of time set forth in the Agreement. Nothing set forth herein is intended to expand, limit or otherwise modify the rights of the parties as set forth in the Agreement.

4. Irrevocable Assignment. The Assignors' assignment and the Assignee's assumption pursuant to this Assignment are made for good and valuable consideration, the receipt and sufficiency of which are acknowledged, and are coupled with an interest; therefore, the assignment and assumption contained herein are irrevocable.

5. Remedies. The Assignors' and the Assignee's remedies with respect to any claim arising from a breach of this Assignment shall be as set forth in the Agreement.

6. General. Sections 1.2 (Interpretation), 13.1 (Notice), 13.2 (Choice of Law), 13.3 (Arbitration), 13.4 (Benefit; Assignment; Delegation), 13.5 (Waiver of Jury Trial), 13.6 (Legal Advice and Reliance), 13.7 (Reproduction of Documents), 13.8 (Cost of Transaction), 13.9 (Waiver of Breach), 13.10 (Severability), 13.11 (No Inferences; Sophisticated Parties), 13.12 (Divisions and Headings of this Agreement), 13.14 (Entire Agreement; Amendment) and 13.15 (Multiple Counterparts) of the Agreement are hereby incorporated, mutatis mutandis, by reference as if such sections were set forth in full herein.

7. No Third Party Beneficiary. The terms and provisions of this Assignment are intended solely for the benefit of the parties hereto and their respective permitted successors and assigns or delegates, and it is not the intention of the parties to confer third party beneficiary rights upon any other Person or entity.

8. Conflicts Between Agreements. This Assignment is made pursuant to the Agreement and is subject to the terms and conditions thereof. If any conflicts exist between this Assignment and the Agreement, the Agreement shall control.

9. Further Assurances. To the extent consistent with the terms and conditions of the Agreement, the parties hereby agree to take such additional actions and to execute, acknowledge and deliver any and all other acts, instruments or other documents as may reasonably be required to effect the intent and purposes of this Assignment and the transactions contemplated hereby and/or by the Agreement.

***[SIGNATURE PAGES FOLLOW]***

**IN WITNESS WHEREOF**, the parties hereto have executed this Assignment or caused this Assignment to be executed by their duly authorized representatives as of the date first above written.

**ASSIGNORS:** [●]

By: _____
Name: _____
Title: _____

[●]

By: _____
Name: _____
Title: _____

**ASSIGNEE:** [●]

By: _____
Name: _____
Title: _____

**EXHIBIT A**

**List of Leases**

| **Address** | **Landlord** | **Tenant** | **Description of Lease** |
|---|---|---|---|
| [●] | [●] | [●] | [Lease Agreement], dated [●] |

# <u>Exhibit E</u>

## Bill of Sale

**FORM OF**
**GENERAL BILL OF SALE AND ASSIGNMENT**

**THIS GENERAL BILL OF SALE AND ASSIGNMENT** ("Bill of Sale") is entered into on the [●] day of [●], [●] and effective as of 12:00:01 am, Eastern Time, _____, ___, by and among the entities listed as Sellers on the signature pages hereto (each a "Seller" and collectively, the "Sellers") and the entities listed as Buyers on the signature pages hereto (each a "Buyer" and collectively, the "Buyers"). Capitalized terms used but not otherwise defined herein shall have the meanings ascribed thereto in that certain Asset Purchase Agreement, dated August 21, 2018, by and among the Sellers, MH Master Holdings, LLLP, a Delaware limited liability limited partnership ("Buyer"), HTI Hospital Holdings, Inc., a Delaware corporation ("Buyer Guarantor"), and Dogwood Health Trust, a North Carolina nonprofit corporation (the "Foundation") (the "Agreement").

**RECITALS**

A. Pursuant to the Agreement, Sellers have agreed to sell to **[●],** and **[●]** has agreed to purchase from Sellers, the Purchased Assets.

B. **[●]** has assigned certain of its rights under the Agreement and delegated certain of its duties under the Agreement to those Affiliates designated as additional Buyers on the signature pages hereto, in accordance with Section **[**13.4**]** of the Agreement and pursuant to that certain [Partial Assignment of the Asset Purchase Agreement], dated **[●]**, with the Transferred Assets (as defined below) to be transferred to such Affiliates in the manner set forth on Exhibit A hereto.

C. The parties hereto are entering into this Bill of Sale to satisfy a condition to the Closing of the Contemplated Transactions in accordance with the Agreement.

**NOW, THEREFORE**, in consideration of the foregoing premises, the mutual covenants and other agreements set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Sellers and the Buyers hereby agree as follows:

1. Sale and Assignment. Each Seller hereby sells, assigns, conveys, transfers and delivers to the Buyers and their successors and assigns all of such Seller's right, title and interest in and to the Purchased Assets (other than Purchased Assets that are Owned Real Property, Assumed Contracts or Transferred Intellectual Property, which are specifically identified in the Agreement to be sold, conveyed, transferred or delivered to the Buyers at the Closing pursuant to an instrument other than this Bill of Sale) (collectively the "Transferred Assets") as set forth on Exhibit A, free and clear of all Encumbrances other than Permitted Encumbrances, to have and to hold the same and each and all thereof unto the Buyers and their successors and assigns forever, to their own use and benefit forever. The Sellers hereby deliver possession of the Transferred Assets to the Buyers effective as of the date and time first listed above. For the avoidance of doubt, the Excluded Assets are not Transferred Assets.

2. Assumption. By execution hereof, each Buyer hereby accepts assignment of each Seller's right, title and interest in and to the Transferred Assets as set forth on Exhibit A, free and clear of all Encumbrances other than Permitted Encumbrances.

3. Additional Conveyance Instruments. Notwithstanding the foregoing, this Bill of Sale is not applicable to any Seller's sale, assignment, conveyance, transfer or delivery of (a) the Owned Real Property, the conveyance of which is governed by deeds being delivered by certain Sellers or their Affiliates to the Buyers in connection with the Closing of the Contemplated Transactions, (b) the Assumed Contracts

(including the leases relating to the Leased Real Property), the assignment of which is governed by assignment and assumption agreements or (c) Trademarks, Copyrights and Domain Names constituting Transferred Intellectual Property, the assignment of which is governed by assignment agreements being delivered by the Sellers to the Buyers in connection with the Closing of the Contemplated Transactions.

4. Sellers' Warranties. The Sellers' representations and warranties respecting the Transferred Assets which are set forth in the Agreement are incorporated herein by reference and shall survive the execution and delivery of this Bill of Sale for the period of time set forth in the Agreement. Nothing set forth herein is intended to expand, limit or otherwise modify the rights of the parties, including the representations and warranties of Seller, as set forth in the Agreement.

5. Irrevocable Assignment. The Sellers' assignments and the Buyers' assumptions pursuant to this Bill of Sale are made for good and valuable consideration, the receipt and sufficiency of which are acknowledged, and are coupled with an interest; therefore, the assignments and assumptions contained herein are irrevocable.

6. Remedies. The Sellers' and the Buyers' remedies with respect to any claim arising from a breach of this Bill of Sale shall be as set forth in the Agreement.

7. General. Sections 1.2 (Interpretation), 13.1 (Notice), 13.2 (Choice of Law), 13.3 (Arbitration), 13.4 (Benefit; Assignment; Delegation), 13.5 (Waiver of Jury Trial), 13.6 (Legal Advice and Reliance), 13.7 (Reproduction of Documents), 13.8 (Cost of Transaction), 13.9 (Waiver of Breach), 13.10 (Severability), 13.11 (No Inferences; Sophisticated Parties), 13.12 (Divisions and Headings of this Agreement), 13.14 (Entire Agreement; Amendment) and 13.15 (Multiple Counterparts) of the Agreement are hereby incorporated, mutatis mutandis, by reference as if such sections were set forth in full herein.

8. Conflicts Between Agreements. This Bill of Sale is made pursuant to the Agreement and is subject to the terms and conditions thereof. If any conflicts exist between this Bill of Sale and the Agreement, the Agreement shall control.

9. Further Assurances. To the extent consistent with the terms and conditions of the Agreement, the parties hereby agree to take such additional actions and to execute, acknowledge and deliver any and all other acts, instruments or other documents as may reasonably be required to effect the intent and purposes of this Bill of Sale and the transactions contemplated hereby and/or by the Agreement.

***[SIGNATURE PAGE FOLLOWS]***

**IN WITNESS WHEREOF**, the parties hereto have executed this Bill of Sale or caused this Bill of Sale to be executed by their duly authorized representatives as of the date and time first listed above.

**SELLERS:**

**[●]**

By: _____
Name: _____
Title: _____

**[●]**

By: _____
Name: _____
Title: _____

**BUYER:**

**MH MASTER HOLDINGS, LLLP**

By: _____
Name: _____
Title: _____

**EXHIBIT A**

1. All Transferred Assets are hereby transferred to **[●]**, except as otherwise set forth below.

2. The Transferred Assets related to physician practices located at the following addresses are hereby transferred to **[●]**, a **[●]** ("**[●]**"):

    a. **[●]**

# <u>Exhibit F</u>

## Assignment and Assumption Agreement

=

**FORM OF**
**ASSIGNMENT AND ASSUMPTION AGREEMENT**

**THIS ASSIGNMENT AND ASSUMPTION AGREEMENT** (this "Assignment") is entered into on the [●] day of [●], [●] and effective as of the Effective Time as that term is defined in the Agreement (as defined below), by and among the entities listed as Assignors on the signature pages hereto (each an "Assignor" and, collectively, the "Assignors") and the entities listed as Assignees on the signature pages hereto (each an "Assignee" and collectively, the "Assignees"). Capitalized terms used but not otherwise defined herein shall have the meanings ascribed thereto in that certain Asset Purchase Agreement, dated August 21, 2018, by and among the Assignors, MH Master Holdings, LLLP, a Delaware limited liability limited partnership ("Buyer"), HTI Hospital Holdings, Inc., a Delaware corporation ("Buyer Guarantor"), and Dogwood Health Trust, a North Carolina nonprofit corporation (the "Foundation") ( the "Agreement").[1]

**RECITALS**

A. Pursuant to the Agreement, the Assignors have agreed to transfer to the Buyer, and the Buyer has agreed to accept from the Assignors, among other things, all of each Assignor's interest in the Assumed Contracts and the Buyer has agreed to pay, perform and discharge all of the of the Assumed Liabilities.

B. The Buyer has assigned certain of its rights under the Agreement and delegated certain of its duties under the Agreement to those Affiliates designated as additional Assignees on the signature pages hereto in accordance with Section 13.4 of the Agreement and pursuant to that certain [Partial Assignment of the Asset Purchase Agreement], dated [●], with the Assumed Contracts to be transferred to such Affiliates in the manner set forth on Exhibit A hereto.

C. The parties hereto are entering into this Assignment to satisfy a condition to the Closing of the Contemplated Transactions in accordance with the Agreement.

**NOW, THEREFORE**, in consideration of the foregoing premises, the mutual covenants and other agreements set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignors and the Assignees hereby agree as follows:

1. Assignment. Each Assignor hereby irrevocably sells, assigns, transfers, conveys and delivers unto the Assignees and their successors and assigns all of such Assignor's right, title and interest in, to and under the Assumed Contracts as of the Effective Time, as set forth on Exhibit A, free and clear of all Encumbrances other than Permitted Encumbrances. For the avoidance of doubt, the Excluded Contracts are not Assumed Contracts.

2. Assumption. By execution hereof, the Assignees irrevocably accept assignment of, agree to and hereby do assume all of the Assignors' duties and obligations under the Assigned Contracts and hereby agree to pay, perform and discharge all of the Assumed Liabilities, as and when due, as set forth on Exhibit A.

3. Other Assignment and Assumption Agreements. Notwithstanding any provision herein to the contrary, this Agreement does not apply to Tenant Leases or Third Party Leases, which are being transferred pursuant to separate agreements.

---

[1] **Note to Seller**: Not all of the Assignees will be parties to the APA and the Assignors are all duplicates of the Sellers.

4. Assignors' Warranties. The Assignors' representations and warranties respecting the Assumed Contracts and Assumed Liabilities which are set forth in the Agreement are incorporated herein by reference and shall survive the execution and delivery of this Assignment for the period of time set forth in the Agreement. Nothing set forth herein is intended to expand, limit or otherwise modify the rights of the parties, including the representations and warranties of Assignor, as set forth in the Agreement.

5. Irrevocable Assignment. The Assignor's assignment and the Assignees' assumption pursuant to this Assignment are made for good and valuable consideration, the receipt and sufficiency of which are acknowledged, and are coupled with an interest; therefore, the assignment and assumption contained herein are irrevocable.

6. Remedies. The Assignors' and the Assignees' remedies with respect to any claim arising from a breach of this Assignment shall be as set forth in the Agreement.

7. General. Sections 1.2 (Interpretation), 13.1 (Notice), 13.2 (Choice of Law), 13.3 (Arbitration), 13.4 (Benefit; Assignment; Delegation), 13.5 (Waiver of Jury Trial), 13.6 (Legal Advice and Reliance), 13.7 (Reproduction of Documents), 13.8 (Cost of Transaction), 13.9 (Waiver of Breach), 13.10 (Severability), 13.11 (No Inferences; Sophisticated Parties), 13.12 (Divisions and Headings of this Agreement), 13.14 (Entire Agreement; Amendment) and 13.15 (Multiple Counterparts) of the Agreement are hereby incorporated, mutatis mutandis, by reference as if such sections were set forth in full herein.

8. No Third Party Beneficiary. The terms and provisions of this Assignment are intended solely for the benefit of the parties hereto and their respective permitted successors and assigns or delegates, and it is not the intention of the parties to confer, and, this Assignment shall not confer, third party beneficiary rights upon any other Person or entity.

9. Conflicts Between Agreements. This Assignment is made pursuant to the Agreement and is subject to the terms and conditions thereof. If any conflicts exist between this Assignment and the Agreement, the Agreement shall control.

10. Further Assurances. To the extent consistent with the terms and conditions of the Agreement, the parties hereby agree to take such additional actions and to execute, acknowledge and deliver any and all other acts, instruments or other documents as may reasonably be required to effect the intent and purposes of this Assignment and the transactions contemplated hereby and/or by the Agreement.

***[SIGNATURE PAGE FOLLOWS]***

**IN WITNESS WHEREOF**, the parties hereto have executed this Assignment or caused this Assignment to be executed by their duly authorized representatives as of the Effective Time.

**ASSIGNORS:**

[●]

By: _____
Name: _____
Title: _____

[●]

By: _____
Name: _____
Title: _____

**ASSIGNEES:**

[●]

By: _____
Name: _____
Title: _____

[●]

By: _____
Name: _____
Title: _____

**EXHIBIT A**

1. The Assumed Contracts are hereby assigned to, and the Assumed Liabilities are hereby assumed by, [●], except as set forth below.

2. Notwithstanding the foregoing, with respect to the Assumed Contracts described on Schedule 1 attached hereto, each Assignor identified in the "Seller Party" column hereby assigns its respective rights under the specific Assumed Contract identified to, and the Assumed Liabilities under such Assumed Contract are hereby assumed by, the specific Assignee as indicated in the "Buyer Assignee" column.

# <u>Exhibit G</u>

## Power of Attorney

**FORM OF**
**LIMITED POWER OF ATTORNEY FOR USE OF**
**DEA REGISTRATION NUMBERS AND DEA ORDER FORMS**

[●] ("**Operator**"), operates a hospital located at [●], commonly known as [●] (the "**Hospital**"), and is licensed [to operate a research pharmacy under the laws of the State of North Carolina under License Number [●], is licensed to operate a retail pharmacy under the laws of the State of North Carolina under License Number [●], is licensed to operate a hospital pharmacy under the laws of the State of North Carolina under License Number [●], and is authorized under DEA registration number [●] to sign the current applications for registration and licensure as the registrant under the Controlled Substances Act of the United States][1].

Operator has made, constituted, and appointed, and hereby makes, constitutes and appoints [●] ("**Agent**"), as the Operator's agent and true and lawful attorney-in-fact for the limited purposes of utilizing Operator's DEA registrations listed on Rider A to continue pharmacy operations located at the Hospital (the "**Pharmacy**"); provided, however, that Agent shall be at all times duly authorized, registered, and licensed, as applicable, by the State of North Carolina to operate the Pharmacy. Agent may act in this capacity until such time as Agent or its designee obtains new DEA registrations for the Pharmacy in **[its / HCA's]** name, but in no event shall this Limited Power of Attorney, DEA Registration Numbers, and DEA Order Forms ("**Limited POA**") continue more than forty-five (45) calendar days after the Closing Date as defined in that certain Asset Purchase Agreement (the "**Agreement**") dated as of [●], by and among [●], but the parties may renew this Limited POA for periods of forty-five (45) calendar days if the parties determine an extension is necessary. Notwithstanding the foregoing, the parties acknowledge and agree that Agent's ability to act in the capacity described herein with respect to any DEA registration(s) referred to in Rider A is subject to the authorization of appropriate DEA personnel.

Operator further grants this Limited POA to Agent to act as the true and lawful agent and attorney-in-fact of Operator, and to act in the name, place, and stead of Operator, to execute applications for books of official order forms, to sign such order forms in requisition for controlled substances, in accordance with Section 308 of the Controlled Substances Act (21 U.S.C. 828) and part 1305 of Title 21 of the Code of Federal Regulations, and to carry out the controlled substance activities of the Pharmacy under Seller's DEA registration.

Operator recognizes that it remains legally responsible for the Pharmacy and the DEA registrations issued to it, during the period in which this Limited POA is in effect. Therefore, Operator grants this Limited POA based upon the following covenants and warranties of Agent: (a) Agent shall follow and abide by and comply with all federal and state laws governing the regulation of controlled substances and pharmacy practice at all times while utilizing this Limited POA; (b) Agent shall make timely application for and diligently pursue and use its best efforts to obtain its own DEA and other registrations, authorizations, and licenses which are required for the distribution of pharmaceuticals, including but not limited to controlled substances at the Pharmacy, as soon as practicable after the Closing Date; and (c) Agent shall defend, indemnify, and hold Operator harmless from and against any liability, loss, damage or expense (including, without limitation, reasonable counsel fees and expenses) arising out of or in connection with Agent's use or misuse of this Limited POA or failure to have and maintain all authorizations, registrations, or licenses to operate the Pharmacy, in each case, from and after the Closing Date..

Capitalized terms not otherwise defined herein (including all Riders hereto) shall have the meanings ascribed to them in the Agreement.

This Limited POA may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement, binding on all of the parties hereto.

[1] Types of licenses and registrations to be updated as appropriate.

**[Signature page follows]**

IN WITNESS WHEREOF, Operator and Agent have executed this Limited POA as of the [●] day of [●], to be effective as of 12:00:01 a.m. Eastern Time on the ____ day of [●], [●].

**OPERATOR:**
[●]

By:_____._____

Name: _____

Title: _____

**WITNESSES:**

1._____

2._____

**RIDER A**
**TO**
**LIMITED POWER OF ATTORNEY FOR USE OF**
**DEA REGISTRATION NUMBERS AND DEA ORDER FORMS**

**Licenses and Registrations at [Hospital] Covered by Limited Power of Attorney**

otary public or other officer completing this certificate verifies
y the identity of the individual who signed the document to
ch this certificate is attached, and not the truthfulness,
uracy, or validity of that document.

STATE OF th Carolina

COUNTY OF _____

On _____ ore me, otary Public, personally

onally appeared _____,
o proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the with
trument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that b
/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed th
trument.

ertify under PENALTY OF PERJURY under the laws of the State of North Carolina that the foregoir
agraph is true and correct.

TNESS my hand and official seal.

Signature _____

s area for official notarial seal.

IN WITNESS WHEREOF, Operator and Agent have executed this Limited POA as of the [●] day of [●], to be effective as of [12:00:01 a.m. Central Time] on the [1st] day of [●], [●].

**AGENT:**

[●]

By:_____._____

Name: _____

Title: _____

**WITNESSES:**

1._____

2._____

otary public or other officer completing this certificate verifies
y the identity of the individual who signed the document to
ch this certificate is attached, and not the truthfulness,
uracy, or validity of that document.

STATE OF th Carolina

COUNTY OF _____

On _____ ore me, otary Public, personally

onally appeared _____,
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/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed th
trument.

ertify under PENALTY OF PERJURY under the laws of the State of North Carolina that the foregoir
agraph is true and correct.

TNESS my hand and official seal.

Signature _____

s area for official notarial seal.

# <u>Exhibit H</u>

## Escrow Agreement

# ESCROW AGREEMENT

THIS ESCROW AGREEMENT (this "**Agreement**") is entered into as of _____, 2018 (the "**Effective Date**"), by and among MH Master Holdings, LLLP, a Delaware limited liability limited partnership ("**Buyer**"), Mission Health System, Inc., a North Carolina nonprofit corporation, or its assignee, as contemplated by the Purchase Agreement as defined below ("**Seller Representative**", and together with Buyer, sometimes referred to individually as "**Party**" and collectively as the "**Parties**"), and JPMorgan Chase Bank, N.A. ("**Escrow Agent**").

**WHEREAS**, on _____, 2018, the Parties and certain of their Affiliates entered into that certain Asset Purchase Agreement (the "**Purchase Agreement**").

**WHEREAS**, in accordance with the terms of the Purchase Agreement, the Parties agreed to deposit in escrow certain funds for the purposes set forth in the Purchase Agreement, and desire to deposit the Escrow Deposit (as defined below) subject to the terms and conditions set forth in this Agreement.

1. **Appointment**. The Parties hereby appoint Escrow Agent as their escrow agent for the purposes set forth herein, and Escrow Agent hereby accepts such appointment under the terms and conditions set forth herein.

2. **Deposit of Funds.** On the Effective Date, Buyer agrees to deposit with Escrow Agent the sum of $ _____ (the "**Escrow Deposit**") to one or more demand deposit accounts established at Escrow Agent (collectively, the "**Escrow Account**") and Escrow Agent shall hold the Escrow Deposit in the Escrow Account and shall invest and reinvest the Escrow Deposit and the proceeds thereof (collectively, the "**Escrow Funds**"), as further set forth in Section 4(a).

3. **Release of Funds**.

(a) Escrow Agent shall release the Escrow Funds in accordance with joint written instructions received from an Authorized Representative of Buyer and Seller Representative in substantially the form attached hereto as Exhibit A-1.

(b) From time to time during the term of this Agreement, if an indemnification claim is resolved pursuant to the Purchase Agreement, an Authorized Representative of Buyer and Seller Representative shall deliver a joint written direction, in substantially the form attached hereto as Exhibit A-1, to Escrow Agent. Upon receipt of such joint written instruction, Escrow Agent shall release the appropriate portion of the Escrow Funds that Buyer or Buyer Indemnified Parties are entitled to be paid to an account designated by Buyer.

(c) Within ten (10) Business Days of the second anniversary of the Effective Date, an Authorized Representative of Buyer and Seller Representative shall deliver a joint written direction, in substantially the form attached hereto as Exhibit A-1, to Escrow Agent, instructing Escrow Agent to release to Seller Representative or its designee (i) any funds remaining in the Escrow Account as of such date (if any) minus (ii) the aggregate amount of all unresolved (or resolved but unpaid) indemnification claims under Article 10 of the Purchase Agreement asserted by the Buyer Indemnified Parties as of such date. Upon receipt of such joint written instruction, Escrow Agent shall release the appropriate portion of the Escrow Funds that Seller Representative or its designee is entitled to be paid to an account designated by Seller Representative.

4. **Investment.**

(a) During the term of this Agreement, the Escrow Funds shall be invested in a Money Market Deposit Account ("**MMDA**") at JPMorgan Chase Bank, N.A., or a successor investment offered by Escrow Agent. MMDA accounts have rates of compensation that may vary from time to time as determined by Escrow Agent. No other investment of the Escrow Funds will be permitted during the term of this Agreement.

(b) Escrow Agent will not provide supervision, recommendations or advice relating to either the investment of moneys held in the Escrow Funds or the purchase, sale, retention or other disposition of any investment described herein, and each Party acknowledges that it was not offered any investment, tax or accounting advice or recommendation by Escrow Agent with regard to any investment and has made an independent assessment of the suitability and appropriateness of any investment selected hereunder for purposes of this Agreement. Escrow Agent shall not have any liability for any loss sustained as a result of any investment made pursuant to the terms of this Agreement or as a result of any liquidation of any investment prior to its maturity or for the failure of an

Authorized Representative of Buyer to give Escrow Agent instructions to invest or reinvest the Escrow Funds. Escrow Agent shall have the right to liquidate any investments held in order to provide funds necessary to make required payments under this Agreement.

(c) All interest or other income earned under this Agreement shall be allocated to Seller Representative and reported, by Escrow Agent to the IRS, or any other taxing authority, on IRS Form 1099 or 1042S (or other appropriate form) as income earned from the Escrow Deposit by Seller Representative whether or not said income has been distributed during such year. Escrow Agent shall withhold any taxes it deems appropriate in the absence of proper tax documentation or as required by law, and shall remit such taxes to the appropriate authorities. The Parties hereby represent to Escrow Agent that no other tax withholding or information reporting of any kind is required by Escrow Agent.

## 5. Disposition and Termination.

(a) Notwithstanding anything to the contrary set forth in Section 10, any instructions setting forth, claiming, containing, objecting to, or in any way related to the transfer or distribution of the Escrow Funds, must be in writing and executed by the appropriate Party or Parties as evidenced by the signatures of the person or persons signing this Agreement or one of the designated persons as set forth on the Designation of Authorized Representatives attached hereto as Schedule 1-A and 1-B (each an "**Authorized Representative**"), and delivered to Escrow Agent only by confirmed facsimile or as a Portable Document Format ("PDF") attached to an email only at the fax number or email address set forth in Section 10 below. Each Designation of Authorized Representatives shall be signed by a Secretary, any Assistant Secretary or other duly authorized officer of the named Party. No instruction for or related to the transfer or distribution of the Escrow Funds shall be deemed delivered and effective unless Escrow Agent actually shall have received it on a Business Day by facsimile or as a PDF attached to an email only at the fax number or email address set forth in Section 10 and in the case of a facsimile, as evidenced by a confirmed transmittal to the Party's or Parties' transmitting fax number and Escrow Agent has been able to satisfy any applicable security procedures as may be required hereunder. Escrow Agent shall not be liable to any Party or other person for refraining from acting upon any instruction for or related to the transfer or distribution of the Escrow Funds if delivered to any other fax number or email address, including but not limited to a valid email address of any employee of Escrow Agent.

(b) Each Party authorizes Escrow Agent to use the funds transfer instructions ("**Initial Standing Instructions**") specified for it below to disburse any funds due to such Party, without a verifying call-back or email confirmation as set forth below:

| | | | |
|---|---|---|---|
| Buyer: | | Seller Representative: | |
| Bank Name: | | Bank Name: | |
| Bank Address: | | Bank Address: | |
| ABA number: | | ABA number: | |
| Credit A/C Name: | | Credit A/C Name: | |
| Credit A/C # | | Credit A/C # | |
| If Applicable: | | If Applicable: | |
| FFC A/C Name: | | FFC A/C Name: | |
| FFC A/C #: | | FFC A/C #: | |
| FFC A/C Address: | | FFC A/C Address: | |

(c) In the event any funds transfer instructions other than the Initial Standing Instructions are set forth in a permitted instruction from a Party or the Parties in accordance with this Agreement (any such additional funds transfer instructions, "**Additional Standing Instructions**" and, together with the Initial Standing Instructions, the "**Standing Instructions**"), Escrow Agent will confirm such Additional Standing Instructions by a telephone call-back or email confirmation to an Authorized Representative of such Party or Parties, and Escrow Agent may rely and act upon the confirmation of anyone purporting to be that Authorized Representative. No funds will be disbursed until such confirmation occurs. Each Party agrees that after such confirmation, Escrow Agent may continue to rely solely upon such Additional Standing Instructions and all identifying information set forth therein for such beneficiary without an additional telephone callback or email confirmation. Further, it is understood and agreed that if multiple disbursements are provided for under this Agreement pursuant to any Standing Instructions, only the date, amount and/or description of payments may change without requiring a telephone callback or email confirmation.

(d) The persons designated as Authorized Representatives and telephone numbers for same may be changed only in a writing executed by an Authorized Representative or other duly authorized officer of the applicable Party setting forth such changes and actually received by Escrow Agent via facsimile or as a PDF attached to an email. Escrow Agent will confirm any such change in Authorized Representatives by a telephone callback or email confirmation to an Authorized Representative and Escrow Agent may rely and act upon the confirmation of anyone purporting to be that Authorized Representative.

(e) Escrow Agent, any intermediary bank and the beneficiary's bank in any funds transfer may rely upon the identifying number of the beneficiary's bank or any intermediary bank included in a funds transfer instruction provided by a Party or the Parties and confirmed by an Authorized Representative. Further, the beneficiary's bank in the funds transfer instructions may make payment on the basis of the account number provided in such Party's or the Parties' instruction and confirmed by an Authorized Representative even though it identifies a person different from the named beneficiary.

(f) As used in this Section 5, "Business Day" shall mean any day other than a Saturday, Sunday or any other day on which Escrow Agent located at the notice address set forth below is authorized or required by law or executive order to remain closed. The Parties acknowledge that the security procedures set forth in this Section 5 are commercially reasonable. Upon delivery of the Escrow Funds in full by Escrow Agent pursuant to this Section 5, this Agreement shall terminate, and all the related account(s) shall be closed, subject to the provisions of Section 8 and 9.

(g) Notwithstanding anything to the contrary contained in this Agreement, in the event that an electronic signature is affixed to an instruction issued hereunder to disburse or transfer funds, such instruction shall be confirmed by a verifying callback (or email confirmation) to an Authorized Representative.

6. **Escrow Agent**. Escrow Agent shall have only those duties as are specifically and expressly provided herein, which shall be deemed purely ministerial in nature, and no other duties, including but not limited to any fiduciary duty, shall be implied. Escrow Agent has no knowledge of, nor any obligation to comply with, the terms and conditions of any other agreement between the Parties**,** nor shall Escrow Agent be required to determine if any Party has complied with any other agreement. Notwithstanding the terms of any other agreement between the Parties, the terms and conditions of this Agreement shall control the actions of Escrow Agent. Escrow Agent may conclusively rely upon any written notice, document, instruction or request delivered by the Parties believed by it to be genuine and to have been signed by an Authorized Representative(s), as applicable, without inquiry and without requiring substantiating evidence of any kind and Escrow Agent shall be under no duty to inquire into or investigate the validity, accuracy or content of any such document, notice, instruction or request. Any notice, document, instruction or request delivered by a Party but not required under this Agreement may be disregarded by Escrow Agent. Escrow Agent shall not be liable for any action taken, suffered or omitted to be taken by it in good faith except to the extent that Escrow Agent's gross negligence or willful misconduct was the cause of any direct loss to either Party. Escrow Agent may execute any of its powers and perform any of its duties hereunder directly or through affiliates or agents. In the event Escrow Agent shall be uncertain, or believes there is some ambiguity, as to its duties or rights hereunder or receives instructions, claims or demands from any Party hereto which in Escrow Agent's judgment conflict with the provisions of this Agreement, or if Escrow Agent receives conflicting instructions from the Parties, Escrow Agent shall be entitled either to: (a) refrain from taking any action until it shall be given (i) a joint written direction executed by Authorized Representatives of the Parties which eliminates such conflict or (ii) a court order issued by a court of competent jurisdiction (it being understood that Escrow Agent shall be entitled conclusively to rely and act upon any such court order and shall have no obligation to determine whether any such court order is final); or (b) file an action in interpleader. Escrow Agent shall have no duty to solicit any payments which may be due it or the Escrow Funds, including, without limitation, the Escrow Deposit nor shall Escrow Agent have any duty or obligation to confirm or verify the accuracy or correctness of any amounts deposited with it hereunder. The Parties grant to Escrow Agent a lien and security interest in the Escrow Funds in order to secure any indemnification obligations of the Parties or obligation for fees or expenses owed to Escrow Agent hereunder. Anything in this Agreement to the contrary notwithstanding, in no event shall Escrow Agent be liable for special, incidental, punitive, indirect or consequential loss or damage of any kind whatsoever (including but not limited to lost profits), even if Escrow Agent has been advised of the likelihood of such loss or damage and regardless of the form of action.

7. **Succession.** Escrow Agent may resign and be discharged from its duties or obligations hereunder by giving no less than thirty (30) days advance notice in writing of such resignation to the Parties or may be removed, with or without cause, by Buyer at any time after giving not less than thirty (30) days advance written notice to Escrow Agent and Seller Representative. Escrow Agent's sole responsibility after such thirty (30) day notice period expires shall be to hold the Escrow Funds (without any obligation to reinvest the same) and to deliver the same to a

designated substitute escrow agent, if any, appointed by the Parties, or such other person designated by the Parties, or in accordance with the directions of a final court order, at which time of delivery, Escrow Agent's obligations hereunder shall cease and terminate. If prior to the effective resignation or removal date, the Parties have failed to appoint a successor escrow agent, or to instruct Escrow Agent to deliver the Escrow Funds to another person as provided above, or if such delivery is contrary to applicable law, at any time on or after the effective resignation date, Escrow Agent either (a) may interplead the Escrow Funds with a court located in the State of Delaware and the costs, expenses and reasonable attorney's fees which are incurred in connection with such proceeding may be charged against and withdrawn from the Escrow Funds; or (b) appoint a successor escrow agent of its own choice with a minimum capital and surplus of at least $500 million, upon 20 days advanced written notice to the Parties. Any appointment of a successor escrow agent shall be binding upon the Parties and no appointed successor escrow agent shall be deemed to be an agent of Escrow Agent. Escrow Agent shall deliver the Escrow Funds to any appointed successor escrow agent, at which time Escrow Agent's obligations under this Agreement shall cease and terminate. Any entity into which Escrow Agent may be merged or converted or with which it may be consolidated, or any entity to which all or substantially all the escrow business may be transferred, shall be Escrow Agent under this Agreement without further act.

8. **Compensation; Acknowledgment.**

(a) The Parties agree jointly and severally to pay Escrow Agent upon execution of this Agreement and from time to time thereafter reasonable compensation for the services to be rendered hereunder, which unless otherwise agreed in writing, shall be as described in Schedule 2.

(b) Each of the Parties further agrees to the disclosures and agreements set forth in Schedule 2.

9. **Indemnification and Reimbursement.** The Parties agree jointly and severally to indemnify, defend, hold harmless, pay or reimburse Escrow Agent and its affiliates and their respective successors, assigns, directors, agents and employees (the "**Indemnitees**") from and against any and all losses, damages, claims, liabilities, costs or expenses (including attorney's fees) (collectively "**Losses**"), resulting directly or indirectly from (a) Escrow Agent's performance of this Agreement, except to the extent that such Losses are determined by a court of competent jurisdiction to have been caused by the gross negligence, willful misconduct, or bad faith of such Indemnitee; and (b) Escrow Agent's following, accepting or acting upon any instructions or directions, whether joint or singular, from the Parties received in accordance with this Agreement. The Parties hereby grant Escrow Agent a right of set-off against the Escrow Funds for the payment of any claim for indemnification, fees, expenses and amounts due to Escrow Agent or an Indemnitee. The obligations set forth in this Section 7 shall survive the resignation, replacement or removal of Escrow Agent or the termination of this Agreement.

10. **Notices.** Except as otherwise provided in Section 5, all communications hereunder shall be in writing or set forth in a PDF attached to an email, and shall be delivered by facsimile, email or overnight courier only to the appropriate fax number, email address, or notice address set forth for each party as follows:

| | |
|---|---|
| If to Buyer: | c/o HCA Healthcare, Inc.<br>One Park Plaza, Bldg. 1<br>Nashville, TN 37203<br>Attention: Senior Vice President and Chief Development Officer<br>Tel No.:<br>Fax No.: (615) 344-2824<br>Email Address: joe.sowell@hcahealthcare.com |
| Account statements and billing: | Same address as above for Buyer |
| With copies to: | HCA Healthcare, Inc.<br>One Park Plaza, Bldg. 1<br>Nashville, TN 37203<br>Attention: General Counsel<br>Tel No.:<br>Fax No.: (615) 344-1431<br>Email Address: bob.waterman@hcahealthcare.com |
| If to Seller Representative: | c/o Chair of the Board of Directors |

| | |
|---|---|
| | Mission Health System, Inc.<br>509 Biltmore Avenue<br>Asheville, NC 28801<br>Attention:<br>Tel No.:<br>Fax No.:<br>Email Address: |
| Account statements and billing: | Same address as above for Seller Representative |
| With copies to: | Mission Health System, Inc.<br>509 Biltmore Avenue<br>Asheville, NC 28801<br>Attention: Donald R. Esposito, Jr.<br>Tel No.:<br>Fax No.: (828) 274-6971<br>Email Address: Don.Esposito@msj.org |
| If to Escrow Agent: | JPMorgan Chase Bank, N.A.<br>Escrow Services<br>4 New York Plaza, 11th Floor<br>New York, NY 10004<br>Attention: Andrew Fu/Christopher Gilchrist<br>Fax No.: 212.552.2812<br>Email Address: ec.escrow@jpmorgan.com |

11. **Compliance with Court Orders.** In the event that a legal garnishment, attachment, levy, restraining notice or court order is served with respect to any of the Escrow Funds, or the delivery thereof shall be stayed or enjoined by an order of a court, Escrow Agent is hereby expressly authorized, in its sole discretion, to obey and comply with all such orders so entered or issued, and in the event that Escrow Agent obeys or complies with any such order it shall not be liable to any of the Parties hereto or to any other person by reason of such compliance notwithstanding such order be subsequently reversed, modified, annulled, set aside or vacated.

12. **Miscellaneous**.

(a) The provisions of this Agreement may be waived, altered, amended or supplemented only by a writing signed by Escrow Agent and the Parties. Neither this Agreement nor any right or interest hereunder may be assigned by any Party without the prior consent of Escrow Agent and the other Party. This Agreement shall be governed by and construed under the laws of the State of Delaware. Each Party and Escrow Agent irrevocably waives any objection on the grounds of venue, forum non-conveniens or any similar grounds and irrevocably consents to service of process by mail or in any other manner permitted by applicable law and consents to the jurisdiction of the courts located in the State of Delaware. To the extent that in any jurisdiction either Party may now or hereafter be entitled to claim for itself or its assets, immunity from suit, execution, attachment (before or after judgment) or other legal process, such Party shall not claim, and hereby irrevocably waives, such immunity. Escrow Agent and the Parties further hereby waive any right to a trial by jury with respect to any lawsuit or judicial proceeding arising or relating to this Agreement.

(b) No party to this Agreement is liable to any other party for losses due to, or if it is unable to perform its obligations under the terms of this Agreement because of, acts of God, fire, war, terrorism, floods, strikes, electrical outages, equipment or transmission failure, or other causes reasonably beyond its control. This Agreement and any joint instructions from the Parties may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument or instruction, as applicable. This Agreement may be executed and transmitted by facsimile or as a PDF attached to an email and each such execution shall be of the same legal effect, validity and enforceability as a manually executed original, wet-inked signature. All signatures of the parties to this Agreement may be transmitted by facsimile or as a PDF attached to an email, and such facsimile or PDF will, for all purposes, be deemed to be the original signature of such party whose signature it reproduces, and will be binding upon such party. If any provision of this Agreement is determined to be prohibited or unenforceable by reason of any applicable law of a jurisdiction, then such provision shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating

the remaining provisions thereof, and any such prohibition or unenforceability in such jurisdiction shall not invalidate or render unenforceable such provisions in any other jurisdiction. The Parties each represent, warrant and covenant that (i) each document, notice, instruction or request provided by such Party to Escrow Agent shall comply with applicable laws and regulations; (ii) such Party has full power and authority to enter into this Agreement and to perform all of the duties and obligations to be performed by it hereunder; (iii) the person(s) executing this Agreement on such Party's behalf and certifying Authorized Representatives in the applicable Schedule 1 has been duly and properly authorized to do so, and each Authorized Representative of such Party has been duly and properly authorized to take actions specified for such person in the applicable Schedule 1. Except as expressly provided in Section 9 above, nothing in this Agreement, whether express or implied, shall be construed to give to any person or entity other than Escrow Agent and the Parties any legal or equitable right, remedy, interest or claim under or in respect of the Escrow Funds or this Agreement.

[*The remainder of this page is left intentionally blank; signature page to follow.*]

**IN WITNESS WHEREOF**, the Parties and Escrow Agent have executed this Agreement as of the date set forth above.

**MH MASTER HOLDINGS, LLLP**

By: _____
Name: _____
Title: _____

**JPMORGAN CHASE BANK, N.A.,**
**As Escrow Agent**

By: _____
Name: _____
Title: _____

**[SELLER REPRESENTATIVE]**

By: _____
Name: _____
Title: _____

**EXHIBIT A-1**

**Form of Escrow Release Notice – Joint Instructions**

JPMorgan Chase Bank, N.A., Escrow Services
4 New York Plaza, 11th Floor
New York, NY 10004
Attn: Andrew Fu/Christopher Gilchrist
Fax No.: 212.552.2812
Email Address: ec.escrow@jpmorgan.com

Date:

**Re: [Name of Parties] – Escrow Agreement dated [ ]**
**Escrow Account no. [ ]**

**Dear Sir/Madam:**

We refer to an escrow agreement dated [ ] by and among [ ] ("Buyer"), [ ] ("Seller Representative"), and JPMorgan Chase Bank, N.A., as Escrow Agent (the "Escrow Agreement").

Capitalized terms in this letter that are not otherwise defined shall have the same meaning given to them in the Escrow Agreement.

The Parties instruct the Escrow Agent to release the Escrow Funds, or the portion specified below, to the specified party as instructed below.

Amount
(In writing)
Beneficiary
City
Country

**US Instructions:**
Bank
Bank address
ABA Number:
Credit A/C Name:
Credit A/C #:
Credit A/C Address:
If Applicable:
FFC A/C Name:
FFC A/C #:
FFC A/C Address:

**International Instructions:**
Bank Name:
Bank Address
SWIFT Code:
US Pay Through ABA:
Credit A/C Name:
Credit A/C # (IBAN #):
Credit A/C Address:
If Applicable:
FFC A/C Name:
FFC A/C # (IBAN #):
FFC A/C Address:

**FOR AND ON BEHALF OF BUYER:**

_____
Name: _____
Date: _____
Title: _____

**FOR AND ON BEHALF OF SELLER REPRESENTATIVE:**

_____
Name: _____
Date: _____
Title: _____

**Schedule 1-A**

**Buyer**

**DESIGNATION OF AUTHORIZED REPRESENTATIVES**

The undersigned, _____, being the duly elected, qualified and acting _____ of _____ ("Buyer"), does hereby certify:

1. That each of the following representatives is at the date hereof an Authorized Representative, as such term is defined in the Escrow Agreement, dated _____, 2018, by and among Buyer, [Seller Representative] and Escrow Agent (the "Escrow Agreement"), that the signature appearing opposite each Authorized Representative's name is the true and genuine signature of such Authorized Representative, and that each Authorized Representative's contact information is current and up-to-date at the date hereof. Each of the Authorized Representatives is authorized to issue instructions, confirm funds transfer instructions by callback or email confirmation and effect changes in Authorized Representatives, all in accordance with the terms of the Escrow Agreement. Callbacks or emails confirming an instruction shall be made to an Authorized Representative other than the Authorized Representative who issued the instruction unless (a) only a single Authorized Representative is designated below, or (b) the information set forth below changes and is not updated by Buyer such that only the Authorized Representative who issued the instruction is available to receive a callback or email confirmation. Buyer acknowledges that pursuant to this Schedule, Escrow Agent is offering an option for callback or email confirmation to a different Authorized Representative, and if Buyer nevertheless names only a single Authorized Representative or fails to update Authorized Representative information, Buyer agrees to be bound by any instruction, whether or not authorized, confirmed by callback or email confirmation to the issuer of the instruction.

| NAME | SIGNATURE | TELEPHONE, CELL NUMBER and EMAIL ADDRESS |
|---|---|---|
| _____ | _____ | (ph)_____<br>(cell)_____<br>(email)_____ |
| _____ | _____ | (ph)_____<br>(cell)_____<br>(email)_____ |
| _____ | _____ | (ph)_____<br>(cell)_____<br>(email)_____ |

2. Email confirmation is only permitted to a corporate email address for purposes of this Schedule. Any personal email addresses provided will not be used for email confirmation.

3. This Schedule may be signed in counterparts and the undersigned certifies that any signature set forth on an attachment to this Schedule is the true and genuine signature of an Authorized Representative and that each such Authorized Representative's contact information is current and up-to-date at the date hereof.

4. That pursuant to Buyer's governing documents, as amended, the undersigned has the power and authority to execute this Designation on behalf of Buyer, and that the undersigned has so executed this Designation this _____ day of _____, 2018.

Signature: _____

Name: _____

Title: _____

**FOR YOUR SECURITY, PLEASE CROSS OUT ALL UNUSED SIGNATURE LINES ON THIS SCHEDULE 1-A**

All instructions, including, but not limited to, funds transfer instructions, whether transmitted by facsimile or set forth in a PDF attached to an email, must include the signature (or electronic signature subject to the conditions set forth in the Escrow Agreement) of the Authorized Representative authorizing said funds transfer on behalf of such Party.

**SCHEDULE 2**

J.P.Morgan

# Schedule of Fees and Disclosures for Escrow Agent Services

**Account Acceptance Fee** . . . . . ….....**$Waived**
Encompassing review, negotiation and execution of governing documentation, opening of the account, and completion of all due diligence documentation. Payable upon closing.

**Annual Administration Fee** . . . . . **$Waived**
The Administration Fee covers our usual and customary ministerial duties, including record keeping, distributions, document compliance and such other duties and responsibilities expressly set forth in the governing documents for each transaction. Payable upon closing and annually in advance thereafter, without pro-ration for partial years.

**Extraordinary Services and Out-of-Pocket Expenses:** Escrow Agent or any of its affiliates may receive compensation with respect to any Alternative Investment directed hereunder including without limitation charging any applicable agency fee or trade execution fee in connection with each transaction. Any additional services beyond our standard services as specified above, and all reasonable out-of-pocket expenses including attorney's or accountant's fees and expenses will be considered extraordinary services for which related costs, transaction charges, and additional fees will be billed at Escrow Agent's then standard rate. Escrow Agent may impose, charge, pass-through and modify fees and/or charges for any account established and services provided by Escrow Agent, including but not limited to, transaction, maintenance, balance-deficiency, and service fees, agency or trade execution fees, and other charges, including those levied by any governmental authority.

**Fee Disclosure & Assumptions**: Please note that the fees quoted are based on a review of the transaction documents provided and an internal due diligence review, and assumes the escrow deposit will be continuously invested in a MMDA at JPMorgan Chase Bank, N.A. No other investment of the Escrow Funds will be permitted during the term of this Agreement. Escrow Agent reserves the right to revise, modify, change and supplement the fees quoted herein if the assumptions underlying the activity in the account, level of balances, market volatility or other factors change from those used to set the fees described herein.

Payment of the invoice is due upon receipt.

**Disclosures and Agreements**

**Taxes.** The Parties shall duly complete such tax documentation or other procedural formalities necessary for Escrow Agent to complete required tax reporting and for the relevant Party to receive interest or other income without withholding or deduction of tax in any jurisdiction. Should any information supplied in such tax documentation change, the Parties shall promptly notify Escrow Agent. Escrow Agent shall withhold any taxes it deems appropriate in the absence of proper tax documentation or as required by law, including without limitation, the Foreign Account Tax Compliance Act ("FATCA"), and shall remit such taxes to the appropriate authorities.

**Representations Relating to Section 15B of the Securities Exchange Act of 1934 (Rule 15Ba1-1 et seq.) (the "Municipal Advisor Rule")**. **Each Party represents and warrants to Escrow Agent that for purposes of the Municipal Advisor Rules, none of the funds (if any) currently invested, or that will be invested in the future, in money market funds, commercial paper or treasury bills under this Agreement constitute or contain (i) proceeds of municipal securities (including investment income therefrom and monies pledged or otherwise legally dedicated to serve as collateral or a source or repayment for such securities) or (ii) municipal escrow investments (as each such term is defined in the Municipal Advisor Rule). Each Party also represents and warrants to Escrow Agent that the person providing this certification has access to the appropriate information or has direct knowledge of the source of the funds to be invested to enable the forgoing representation to be made. Further, each Party acknowledges that Escrow Agent will rely on this representation until notified in writing otherwise.**

**Patriot Act Disclosure.** Section 326 of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 ("USA PATRIOT Act") requires Escrow Agent to implement reasonable procedures to verify the identity of any person that opens a new account with it. Accordingly, the Parties acknowledge that Section 326 of the USA PATRIOT Act and Escrow Agent's identity verification procedures require Escrow Agent to obtain information which may be used to confirm the Parties' identity including without limitation name, address and organizational documents ("identifying information"). The Parties agree to provide Escrow Agent with and consent to Escrow Agent obtaining from third parties any such identifying information required as a condition of opening an account with or using any service provided by Escrow Agent.

**OFAC Disclosure**. Escrow Agent is required to act in accordance with the laws and regulations of various jurisdictions relating to the prevention of money laundering and the implementation of sanctions, including but not limited to regulations issued by the U.S. Office of Foreign Assets Control. Escrow Agent is not obligated to execute payment orders or effect any other transaction where the beneficiary or other payee is a person or entity with whom Escrow Agent is prohibited from doing business by any law or regulation applicable to Escrow Agent, or in any case where compliance would, in Escrow Agent's opinion, conflict with applicable law or banking practice or its own policies and procedures. Where Escrow Agent does not execute a payment order or effect a transaction for such reasons, Escrow Agent may take any action required by any law or regulation applicable to Escrow Agent including, without limitation, freezing or blocking funds. Transaction screening may result in delays in the posting of transactions.

**Abandoned Property**. Escrow Agent is required to act in accordance with the laws and regulations of various states relating to abandoned property, escheatment or similar law and, accordingly, shall be entitled to remit dormant funds to any state as abandoned property in accordance with such laws and regulations. Without limitation of the foregoing, notwithstanding any instruction to the contrary, Escrow Agent shall not be liable to any Party for any amount disbursed from an account maintained under this Agreement to a governmental entity or public official in compliance with any applicable abandoned property, escheatment or similar law.

**Information.** The Parties authorize Escrow Agent to disclose information with respect to this Agreement and the account(s) established hereunder, the Parties, or any transaction hereunder if such disclosure is: (i) necessary in Escrow Agent's opinion, for the purpose of allowing Escrow Agent to perform its duties and to exercise its powers and rights hereunder or for compliance with legal, tax and regulatory requirements, including, without limitation, FATCA; (ii) to a proposed assignee of the rights of Escrow Agent; (iii) to a branch, affiliate, subsidiary, employee or agent of Escrow Agent or to their auditors, regulators or legal advisers or to any competent court; (iv) to the auditors of any of the Parties; or (v) required by applicable law, regardless of whether the disclosure is made in the country in which each Party resides, in which the Escrow Account is maintained, or in which the transaction is conducted. The Parties agree that such disclosures by Escrow Agent and its affiliates may be transmitted across national boundaries and through networks, including those owned by third parties.

**Foreign Exchange.** If Escrow Agent accepts a funds transfer instruction under this Agreement for payment in a currency (the "Non-Account Currency") other than the currency of the account (the "Account Currency"), Escrow Agent is authorized to enter into a foreign exchange transaction to sell to the Party or Parties the amount of Non-Account Currency required to complete the funds transfer and debit the account for the purchase price of the Non-Account Currency. If Escrow Agent accepts payment to the account in a Non-Account Currency, Escrow Agent is authorized to purchase the Non-Account Currency from the Party or Parties, and to credit the purchase price to the account in lieu of the Non-Account Currency. The purchase price for the foregoing transactions shall be at a rate and spread as Escrow Agent determines in its discretion and may differ from rates at which comparable transactions are entered into with other customers or the range of foreign exchange rates at which Escrow Agent otherwise enters into foreign exchange transactions on the relevant date. Further, (i) Escrow Agent has full discretion to execute such foreign exchange transactions in such manner as Escrow Agent determines in its sole discretion and (ii) Escrow Agent may manage the associated risks of Escrow Agent's own position in the market in a manner it deems appropriate without regard to the impact of such activities on the Parties. Imbedded within the applicable foreign exchange rate or otherwise generated in connection with Escrow Agent's execution of any such transaction or management of its risk related thereto may be a profit to Escrow Agent. Any such foreign exchange transaction will be between Escrow Agent and a Party or Parties as principals, and Escrow Agent will not be acting as agent or fiduciary for the Parties**.**

**Acknowledgment of Compensation and Multiple Roles.** Escrow Agent is authorized to act under this Agreement notwithstanding that Escrow Agent or any of its subsidiaries or affiliates (such subsidiaries and affiliates hereafter individually called an "Affiliate" and collectively called "Affiliates") may (A) receive fees or derive earnings (float) as a result of providing an investment product or account on the books of Escrow Agent pursuant to this Agreement or for providing services or referrals with respect to investment products, or (B) (i) act in the same transaction in multiple capacities, (ii) engage in other transactions or relationships with the same entities to which Escrow Agent may be providing escrow or other services under this Agreement (iii) refer clients to an Affiliate for services or (iv) enter into agreements under which referrals of escrow or related transactions are provided to Escrow Agent. JPMorgan Chase Bank, N.A. may earn compensation from any of these activities in addition to the fees charged for services under this Agreement.

**THE FOLLOWING DISCLOSURES ARE REQUIRED TO BE PROVIDED UNDER APPLICABLE U.S. REGULATIONS, INCLUDING, BUT NOT LIMITED TO, FEDERAL RESERVE REGULATION D. WHERE SPECIFIC INVESTMENTS ARE NOTED BELOW, THE DISCLOSURES APPLY ONLY TO THOSE INVESTMENTS AND NOT TO ANY OTHER INVESTMENT.**

**Demand Deposit Account Disclosure**. Escrow Agent is authorized, for regulatory reporting and internal accounting purposes, to divide an escrow demand deposit account maintained in the U.S. in which the Escrow Funds are held into a non-interest bearing demand deposit internal account and a non-interest bearing savings internal account, and to transfer funds on a daily basis between these internal accounts on Escrow Agent's general ledger in accordance with U.S. law at no cost to the Parties. Escrow Agent will record the internal accounts and any transfers between them on Escrow Agent's books and records only. The internal accounts and any transfers between them will not affect the Escrow Funds, any investment or disposition of the Escrow Funds, use of the escrow demand deposit account or any other activities under this Agreement, except as described herein. Escrow Agent will establish a target balance for the demand deposit internal account, which may change at any time. To the extent funds in the demand deposit internal account exceed the target balance, the excess will be transferred to the savings internal account, unless the maximum number of transfers from the savings internal account for that calendar month or statement cycle has already occurred. If withdrawals from the demand deposit internal account exceeds the available balance in the demand deposit internal account, funds from the savings internal account will be transferred to the demand deposit internal account up to the entire balance of available funds in the savings internal account to cover the shortfall and to replenish any target balance that Escrow Agent has established for the demand deposit internal account. If a sixth transfer is needed during a calendar month or statement cycle, it will be for the entire balance in the savings internal account, and such funds will remain in the demand deposit internal account for the remainder of the calendar month or statement cycle.

**MMDA Disclosure and Agreement**. If MMDA is the investment for the escrow deposit as set forth above or anytime in the future, the Parties acknowledge and agree that U.S. law limits the number of pre-authorized or automatic transfers or withdrawals or telephonic/electronic instructions that can be made from an MMDA to a total of six (6) per calendar month or statement cycle or similar period. Escrow Agent is required by U.S. law to reserve the right to require at least seven (7) days' notice prior to a withdrawal from a money market deposit account.

**Unlawful Internet Gambling**. The use of any account to conduct transactions (including, without limitation, the acceptance or receipt of funds through an electronic funds transfer, or by check, draft or similar instrument, or the proceeds of any of the foregoing) that are related, directly or indirectly, to unlawful Internet gambling is strictly prohibited.

**Use of Electronic Records and Signatures.** As used in this Agreement, the terms "writing" and "written" include electronic records, and the terms "execute", "signed" and "signature" include the use of electronic signatures. Notwithstanding any other provision of this Agreement or the attached Exhibits, any electronic signature that is presented as the signature of the purported signer, regardless of the appearance or form of such electronic signature, may be deemed genuine by Escrow Agent in Escrow Agent's sole discretion, and such electronic signature shall be of the same legal effect, validity and enforceability as a manually executed, original, wet-inked signature; provided, however, that any such electronic signature must be an actual and not a typed signature. Any electronically signed agreement shall be an "electronic record" established in the ordinary course of business and any copy shall constitute an original for all purposes. The terms "electronic signature" and "electronic record" shall have the meanings ascribed to them in 15 USC § 7006. This Agreement and any instruction or other document furnished hereunder may be transmitted by facsimile or as a PDF file attached to an email.

# Exhibit I

## Trademark Assignment Agreement and Copyright Assignment Agreement

**FORM OF**
**TRADEMARK ASSIGNMENT AGREEMENT**[1]

**THIS TRADEMARK ASSIGNMENT AGREEMENT** (this "Trademark Assignment") is entered into on the _____ day of _____, [●] and effective as of the Effective Time as that term is defined in the Agreement (as defined below), by and among the entities listed as Assignors on the signature pages hereto (each an "Assignor" and, collectively, the "Assignors") and **[●]**, a **[●]** ("Assignee"). Capitalized terms used but not otherwise defined herein shall have the meanings ascribed thereto in that certain Asset Purchase Agreement, dated August 21, 2018, by and among the Assignors, MH Master Holdings, LLLP, a Delaware limited liability limited partnership ("Buyer"), HTI Hospital Holdings, Inc., a Delaware corporation ("Buyer Guarantor"), and Dogwood Health Trust, a North Carolina nonprofit corporation (the "Foundation") ( the "Agreement").

**RECITALS:**

A. The Assignors have adopted, used, are using and are the owners of certain Trademarks, including but not limited to those set forth on **Schedule 1** hereto and incorporated by reference herein;

B. Pursuant to the Agreement, the Assignors have agreed to assign to the Assignee, and the Assignee has agreed to accept from the Assignors, all of the Assignors' right, title, and interest in and to the Trademarks that are held for use in, or otherwise relate to, the Business, including those set forth on **Schedule 1** hereto, together with any Trademarks constituting Transferred Intellectual Property and not listed on **Schedule 1** hereto, including the goodwill associated therewith (collectively, the "Assigned Trademarks"); and

C. The parties hereto are entering into this Trademark Assignment to satisfy a condition to the Closing of the Contemplated Transactions in accordance with the Agreement.

**NOW, THEREFORE**, in consideration of the foregoing and the respective representations, warranties, covenants, agreements and conditions set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, each party hereto hereby agrees as follows:

1. Trademark Assignment. Each Assignor hereby sells, assigns, transfers, conveys and delivers unto the Assignee all of such Assignor's right, title and interest in and to the Assigned Trademarks, including the goodwill of the business associated with the use thereof and symbolized thereby, free and clear of all Encumbrances other than Permitted Encumbrances; all rights of priority therein in any country as may now or hereafter be granted to it by law, treaty or other international convention; and all rights, interests, claims and demands recoverable in law or equity, including but not limited to the right to sue and recover damages for past, present and future infringement, misappropriation, dilution or other violation thereof or damage thereto, if any, and all rights to apply for, revive and maintain all registrations, renewals and/or extensions thereof.

2. Assumption. By execution hereof, the Assignee accepts assignment of any and all right, title and interest in and to the Assigned Trademarks, including but not limited to all goodwill of the business associated with the use thereof and symbolized thereby and the right to sue and recover damages for past,

[1] Note to Draft: To the extent trademarks will be assigned to multiple HCA entities, each such assignee will have a separate assignment agreement based on this form.

present and future infringement, misappropriation, dilution or other violation thereof or damage thereto, if any, and all rights to apply for, revive and maintain all registrations, renewals and/or extensions thereof.

3. Assignors' Warranties. The Assignors' representations and warranties respecting the Assigned Trademarks which are set forth in the Agreement are incorporated herein by reference and shall survive the execution and delivery of this Trademark Assignment for the period of time set forth in the Agreement. Nothing set forth herein is intended to expand, limit or otherwise modify the rights of the parties, including the representations and warranties of Assignor, as set forth in the Agreement.

4. Recordal and Perfection. The Assignee shall have the right to record this Trademark Assignment with all applicable governmental authorities and registrars at Assignee's sole expense to perfect its ownership of the Assigned Trademarks.

5. Irrevocable Assignment. The Assignors' assignment and the Assignees' assumption pursuant to this Trademark Assignment are made for good and valuable consideration, the receipt and sufficiency of which are acknowledged, and are coupled with an interest; therefore, the assignment and assumption contained herein are irrevocable.

6. Remedies. The Assignors' and the Assignee's remedies with respect to any claim arising from a breach of this Trademark Assignment shall be as set forth in the Agreement.

7. General. Sections 1.2 (Interpretation), 13.1 (Notice), 13.3 (Arbitration), 13.4 (Benefit; Assignment; Delegation), 13.5 (Waiver of Jury Trial), 13.6 (Legal Advice and Reliance), 13.7 (Reproduction of Documents), 13.8 (Cost of Transaction), 13.9 (Waiver of Breach), 13.10 (Severability), 13.11 (No Inferences; Sophisticated Parties), 13.12 (Divisions and Headings of this Agreement), 13.14 (Entire Agreement; Amendment) and 13.15 (Multiple Counterparts) of the Agreement are hereby incorporated, *mutatis mutandis*, by reference as if such sections were set forth in full herein.

8. No Third Party Beneficiary. The terms and provisions of this Trademark Assignment are intended solely for the benefit of the parties hereto and their respective permitted successors or assigns or delegates, and it is not the intention of the parties to confer third party beneficiary rights upon any other Person or entity.

9. Conflicts Between Agreements. This Trademark Assignment is made pursuant to the Agreement and is subject to the terms and conditions thereof. If any conflicts exist between this Trademark Assignment and the Agreement, the Agreement shall control.

10. Further Assurances. To the extent consistent with the terms of the Agreement, the Assignors further hereby agree to execute, acknowledge and deliver to the Assignee, its successors and assigns, such other and further assignments, instruments, documents, conveyances and assurances, and to take such other actions as shall be reasonably necessary or as the Assignee reasonably may request from time to time, at Assignee's sole expense, for the purpose of establishing, registering or evidencing, the Assignee's complete, exclusive, and worldwide ownership of all right, title and interest in and to the Assigned Trademarks, or otherwise effecting the intent and purpose of this Trademark Assignment and the transactions contemplated hereby and/or by the Agreement.

11. Governing Law. This Trademark Assignment shall be governed by, and construed in accordance with, the Laws of the United States in respect to trademark issues, and in all in other respects including as to validity, interpretation and effect by the Laws of the State of Delaware, without giving effect to the conflict of laws rules thereof.

*(Signatures begin on following page)*

**IN WITNESS WHEREOF,** the parties hereto have caused this Trademark Assignment to be duly executed effective as of the Effective Time.

**ASSIGNORS:**

**[●]**

By: _____
Name: _____
Title: _____

**[●]**
By: _____
Name: _____
Title: _____

**[●]**
By: _____
Name: _____
Title: _____

**[●]**
By: _____
Name: _____
Title: _____

**[●]**
By: _____
Name: _____
Title: _____

**[●]**
By: _____
Name: _____
Title: _____

**ASSIGNORS (continued):**

**[●]**

By: _____
Name: _____
Title: _____

**[●]**
By: _____
Name: _____
Title: _____

**[●]**
By: _____
Name: _____
Title: _____

**[●]**
By: _____
Name: _____
Title: _____

**[●]**
By: _____
Name: _____
Title: _____

[●]
By: _____
Name: _____
Title: _____

**[●]**

By: _____
Name: _____
Title: _____

**ASSIGNEE:**

**[●]**

By: _____

Name: _____
Title: _____

**SCHEDULE 1**

**TRADEMARKS**

Active Trademark Registrations and Applications

| Trademark Name | Owner | Jurisdiction | Application Number | Registration Number | Filing Date | Registration date | Any payments or filings due within 180 days |
|---|---|---|---|---|---|---|---|
| [●] | [●] | [●] | [●] | [●] | [●] | [●] | [●] |

Cancelled and Abandoned Trademark Registrations and Applications

| Trademark Name | Owner | Jurisdiction | Application Number | Registration Number | Filing Date | Registration date | Any payments or filings due within 180 days |
|---|---|---|---|---|---|---|---|
| [●] | [●] | [●] | [●] | [●] | [●] | [●] | [●] |

**FORM OF**
**COPYRIGHT ASSIGNMENT AGREEMENT**[1]

**THIS COPYRIGHT ASSIGNMENT AGREEMENT** (this "Copyright Assignment") is entered into on the _____ day of _____, [●] and effective as of the Effective Time as that term is defined in the Agreement (as defined below), by and among the entities listed as Assignors on the signature pages hereto (each an "Assignor" and, collectively, the "Assignors") and **[●]**, a **[●]** ("Assignee"). Capitalized terms used but not otherwise defined herein shall have the meanings ascribed thereto in that certain Asset Purchase Agreement, dated August 21, 2018, by and among the Assignors, MH Master Holdings, LLLP, a Delaware limited liability limited partnership ("Buyer"), HTI Hospital Holdings, Inc., a Delaware corporation ("Buyer Guarantor"), and Dogwood Health Trust, a North Carolina nonprofit corporation (the "Foundation") (the "Agreement").[2]

**RECITALS:**

A. The Assignors are the owners of and duly authorized to sell, transfer, convey, assign and deliver certain Copyrights constituting Transferred Intellectual Property covered by the Agreement, including but not limited to those set forth on **Schedule 1** hereto and incorporated by reference herein; and

B. Pursuant to the Agreement, the Assignors have agreed to assign to the Assignee, and the Assignee has agreed to accept from the Assignors, all of the Assignors' right, title, and interest in and to those Copyrights constituting Transferred Intellectual Property, including those set forth on **Schedule 1** hereto (collectively, the "Assigned Copyrights").

**NOW, THEREFORE**, in consideration of the foregoing and the respective representations, warranties, covenants, agreements and conditions set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, each party hereto hereby agrees as follows:

1. Copyright Assignment. Each Assignor hereby sells, assigns, transfers, conveys and delivers unto the Assignee all of such Assignor's right, title and interest in and to the Assigned Copyrights, free and clear of all Encumbrances other than Permitted Encumbrances, in each country in the world, in all media now existing or created in the future, and for the entire duration of such rights, including any renewals and extensions thereof; all rights of priority therein in any country as may now or hereafter be granted to it by law, treaty, or other international convention; and all rights, interests, claims and demands recoverable in law or equity, including but not limited to the right to sue and recover damages for past, present and future infringement, misappropriation, or other violation thereof or damage thereto, if any, and all rights to apply for, revive and maintain all registrations, renewals and/or extensions thereof.

2. Assumption**.** By execution hereof, the Assignee accepts assignment of any and all right, title and interest in and to the Assigned Copyrights, including but not limited to the right to sue and recover damages for past, present and future infringement, misappropriation, or other violation thereof or damage thereto, if any, and all rights to apply for, revive and maintain all registrations, renewals and/or extensions thereof.

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[1] Note to Draft: To the extent copyrights will be assigned to multiple HCA entities, each such assignee will have a separate assignment agreement based on this form.
[2] **Note to Seller**: Not all of the Assignees will be parties to the APA and the Assignors are all duplicates of the Sellers.

3. Assignors' Warranties. The Assignors' representations and warranties respecting the Assigned Copyrights which are set forth in the Agreement are incorporated herein by reference and shall survive the execution and delivery of this Copyright Assignment for the period of time set forth in the Agreement. Nothing set forth herein is intended to expand, limit or otherwise modify the rights of the parties, including the representations and warranties of Assignor, as set forth in the Agreement.

4. Recordal and Perfection. The Assignee shall have the right to record this Copyright Assignment with all applicable governmental authorities and registrars, at Assignee's sole expense, so as to perfect its ownership of the Assigned Copyrights.

5. Irrevocable Assignment. The Assignors' assignment and the Assignees' assumption pursuant to this Copyright Assignment are made for good and valuable consideration, the receipt and sufficiency of which are acknowledged, and are coupled with an interest; therefore, the assignment and assumption contained herein are irrevocable.

6. Remedies. The Assignors' and the Assignee's remedies with respect to any claim arising from a breach of this Copyright Assignment shall be as set forth in the Agreement.

7. General. Sections 1.2 (Interpretation), 13.1 (Notice), 13.3 (Arbitration), 13.4 (Benefit; Assignment; Delegation), 13.5 (Waiver of Jury Trial), 13.6 (Legal Advice and Reliance), 13.7 (Reproduction of Documents), 13.8 (Cost of Transaction), 13.9 (Waiver of Breach), 13.10 (Severability), 13.11 (No Inferences; Sophisticated Parties), 13.12 (Divisions and Headings of this Agreement), 13.14 (Entire Agreement; Amendment) and 13.15 (Multiple Counterparts) of the Agreement are hereby incorporated, *mutatis mutandis*, by reference as if such sections were set forth in full herein.

8. No Third Party Beneficiary. The terms and provisions of this Copyright Assignment are intended solely for the benefit of the parties hereto and their respective permitted successors or assigns or delegates, and it is not the intention of the parties to confer third party beneficiary rights upon any other Person or entity.

9. Conflicts Between Agreements. This Copyright Assignment is made pursuant to the Agreement and is subject to the terms and conditions thereof. If any conflicts exist between this Copyright Assignment and the Agreement, the Agreement shall control.

10. Further Assurances. To the extent consistent with the terms of the Agreement, the Assignors further hereby agree to execute, acknowledge and deliver to the Assignee, its successors and assigns, such other and further assignments, instruments, documents, conveyances and assurances, and to take such other actions as shall be reasonably necessary or as the Assignee reasonably may request from time to time, at Assignee's sole expense, for the purpose of establishing, registering or evidencing, the Assignee's complete, exclusive, and worldwide ownership of all right, title and interest in and to the Assigned Copyrights, or otherwise effecting the intent and purpose of this Copyright Assignment and the transactions contemplated hereby and/or by the Agreement.

11. Governing Law. This Copyright Assignment shall be governed by, and construed in accordance with, the Laws of the United States in respect to intellectual property issues, and in all other respects including as to validity, interpretation and effect by the Laws of the State of Delaware, without giving effect to the conflict laws thereof.

*(Signatures begin on following page)*

**IN WITNESS WHEREOF,** the parties hereto have caused this Copyright Assignment to be duly executed effective as of the Effective Time.

**ASSIGNORS:**

**[•]**

By: _____
Name: _____
Title: _____

**[•]**
By: _____
Name: _____
Title: _____

**[•]**
By: _____
Name: _____
Title: _____

**[•]**
By: _____
Name: _____
Title: _____

**[•]**
By: _____
Name: _____
Title: _____

**[•]**
By: _____
Name: _____
Title: _____

**ASSIGNORS (continued):**

**[●]**

By: _____
Name: _____
Title: _____

**[●]**
By: _____
Name: _____
Title: _____

**[●]**
By: _____
Name: _____
Title: _____

**[●]**
By: _____
Name: _____
Title: _____

**[●]**
By: _____
Name: _____
Title: _____

[●]
By: _____
Name: _____
Title: _____

**[●]**

By: _____
Name: _____
Title: _____

**ASSIGNEE:** **[●]**

By: _____
Name: _____
Title: _____

**SCHEDULE 1**

**COPYRIGHTS**

Copyright Registrations

| Title | Owner | Jurisdiction | Registration Number | Filing Date | Registration date |
|---|---|---|---|---|---|
| [●] | [●] | [●] | [●] | [●] | [●] |

# Exhibit J

## Domain Name Assignment Agreement

**FORM OF**
**DOMAIN NAME ASSIGNMENT AGREEMENT**[1]

**THIS DOMAIN NAME ASSIGNMENT AGREEMENT** (this "Domain Name Assignment") is entered into on the _____ day of _____, [●] and effective as of the Effective Time as that term is defined in the Agreement (as defined below), by and among the entities listed as Assignors on the signature pages hereto (each an "Assignor" and, collectively, the "Assignors") and [●], a [●] (the "Assignee"). Capitalized terms used but not otherwise defined herein shall have the meanings ascribed thereto in that certain Asset Purchase Agreement, dated August 21, 2018, by and among the Assignors, MH Master Holdings, LLLP, a Delaware limited liability limited partnership ("Buyer"), HTI Hospital Holdings, Inc., a Delaware corporation ("Buyer Guarantor"), and Dogwood Health Trust, a North Carolina nonprofit corporation (the "Foundation") (the "Agreement").

**RECITALS:**

A. The Assignors own certain Domain Names registered with [a] domain name registrar[s] ([each, a]/[the] "Registrar") identified on **Schedule 1** hereto and incorporated by reference herein; and

B. Pursuant to the Agreement, the Assignors have agreed to assign to the Assignee, and the Assignee has agreed to accept from the Assignors, all of each Assignor's right, title and interest in and to those Domain Names constituting Transferred Intellectual Property as set forth on **Schedule 1** hereto (the "Assigned Domain Names"), and the parties have agreed to execute this Domain Name Assignment to enable the Assignee to record such assignment with the Registrar[s]; and

C. The parties hereto are entering into this Domain Name Assignment to satisfy a condition to the Closing of the Contemplated Transactions in accordance with the Agreement.

**NOW, THEREFORE**, in consideration of the foregoing premises, the mutual covenants and other agreements set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignors and the Assignee hereby agree as follows:

1. Assignment. Each Assignor hereby sells, assigns, transfers, conveys and delivers unto the Assignee and its successors and assigns all of such Assignor's right, title and interest in and to the Assigned Domain Names, including the goodwill of the business associated with the use thereof and symbolized thereby, free and clear of all Encumbrances other than Permitted Encumbrances; all rights of priority therein in any country as may now or hereafter be granted to it by law, treaty or other international convention; and all rights, interests, claims and demands recoverable in law or equity, including but not limited to the right to sue and recover damages for past, present and future infringement, misappropriation, dilution or other violation thereof or damage thereto, if any, and all rights to apply for, revive and maintain all registrations, renewals and/or extensions thereof.

2. Assumption. By execution hereof, the Assignee accepts assignment of any and all right, title and interest in and to the Assigned Domain Names, including the goodwill of the business associated with the use thereof and symbolized thereby and the right to sue and recover damages for past, present and future infringement, misappropriation, dilution or other violation thereof or damage thereto, if any, and all rights to apply for, revive and maintain all registrations, renewals and/or extensions thereof.

[1] Note to Draft: To the extent domain names will be assigned to multiple HCA entities, each such assignee will have a separate assignment agreement based on this form.

3. Assignors' Warranties. The Assignors' representations and warranties respecting the Assigned Domain Names which are set forth in the Agreement are incorporated herein by reference and shall survive the execution and delivery of this Domain Name Assignment for the period of time set forth in the Agreement. Nothing set forth herein is intended to expand, limit or otherwise modify the rights of the parties, including the representations and warranties of Assignor, as set forth in the Agreement.

4. Authorization and Registration. The Assignee shall have the right, and the Assignors shall request the [applicable] Registrar and any other appropriate registration authority, to record the Assignee as the assignee or transferee of the Assigned Domain Names, at Assignee's sole expense, and, promptly upon presentation to the Assignors by the Assignee, execute, or procure the execution of, such transfer documents and provide such information as may be required by the Registrar or other appropriate registration authority to effect such recordation, including but not limited to registrant, administrative and technical contact information, as directed by Assignee. The Assignee shall have the right to record this Domain Name Assignment with all applicable governmental authorities and registrars so as to perfect its ownership of the Assigned Domain Names.

5. Irrevocable Assignment. The Assignors' assignment and the Assignees' assumption pursuant to this Domain Name Assignment are made for good and valuable consideration, the receipt and sufficiency of which are acknowledged, and are coupled with an interest; therefore, the assignment and assumption contained herein are irrevocable.

6. Remedies. The Assignors' and the Assignee's remedies with respect to any claim arising from a breach of this Domain Name Assignment shall be as set forth in the Agreement.

7. General. Sections 1.2 (Interpretation), 13.1 (Notice), 13.3 (Arbitration), 13.4 (Benefit; Assignment; Delegation), 13.5 (Waiver of Jury Trial), 13.6 (Legal Advice and Reliance), 13.7 (Reproduction of Documents), 13.8 (Cost of Transaction), 13.9 (Waiver of Breach), 13.10 (Severability), 13.11 (No Inferences; Sophisticated Parties), 13.12 (Divisions and Headings of this Agreement), 13.14 (Entire Agreement; Amendment) and 13.15 (Multiple Counterparts) of the Agreement are hereby incorporated, *mutatis mutandis*, by reference as if such sections were set forth in full herein.

8. No Third Party Beneficiary. The terms and provisions of this Domain Name Assignment are intended solely for the benefit of the parties hereto and their respective permitted successors or assigns or delegates, and it is not the intention of the parties to confer third party beneficiary rights upon any other Person or entity.

9. Conflicts Between Agreements. This Domain Name Assignment is made pursuant to the Agreement and is subject to the terms and conditions thereof. If any conflicts exist between this Domain Name Assignment and the Agreement, the Agreement shall control.

10. Further Assurances. To the extent consistent with the terms of the Agreement, the Assignors further hereby agree to execute, acknowledge and deliver to the Assignee, its successors and assigns, such other and further assignments, instruments, documents, conveyances and assurances, and to take such other actions as shall be reasonably necessary or as the Assignee reasonably may request from time to time, at Assignee's sole expense, for the purpose of establishing, registering or evidencing, the Assignee's complete, exclusive, and worldwide ownership of all right, title and interest in and to the Assigned Domain Names, or otherwise effecting the intent and purpose of this Domain Name Assignment and the transactions contemplated hereby and/or by the Agreement.

11. Governing Law. This Domain Name Assignment shall be governed by, and construed in

accordance with, the Laws of the United States in respect to intellectual property issues, and in all other respects including as to validity, interpretation and effect by the Laws of the State of Delaware, without giving effect to the conflict laws thereof.

*(Signatures begin on following page)*

**IN WITNESS WHEREOF,** the parties hereto have caused this Domain Name Assignment to be duly executed effective as of the Effective Time.

**ASSIGNORS:**

[●]

By: _____
Name: _____
Title: _____

[●]

By: _____
Name: _____
Title: _____

**ASSIGNEE:**

**[●]**

By: _____
Name: _____
Title: _____

**SCHEDULE 1**

**DOMAIN NAMES**

| **Domain Name** | **Owner** | **Registrar** |
|---|---|---|
| **[●]** | **[●]** | |

# Exhibit K

## Transition Services Agreement

# HCA – INFORMATION TECHNOLOGY & SERVICES, INC.

## Transition Services Agreement

Mission Health System, Inc.

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© HCA – Information Technology & Services, Inc. All rights reserved.

Confidentiality and Privacy Notice

This document is protected by the copyright laws of the United States and other countries as well as other federal, state and international intellectual property laws. The information it contains is confidential, constitutes a trade secret and is subject to an expectation of privacy. Neither the document, nor the information contain therein, may be disclosed to third parties, or used for any purpose other than evaluation, without the specific, written, prior permission of HCA – Information Technology & Services, Inc. The name and trademarks of HCA – Information Technology & Services, Inc. may not be used in advertising or for publicity purposes.

**TRANSITION SERVICES AGREEMENT**

This Transition Services Agreement (this "**TSA**"), effective as of _____, 2018 (the "**Effective Date**") is entered into by and between HCA – Information Technology & Services, Inc. d/b/a Parallon Technology Systems ("**HCA**"), and [Mission Health System, Inc., a _____] ("**Mission**"), subject to the terms and conditions contained herein and attached hereto in Exhibit A. Mission and HCA are sometimes referred to herein collectively as the "**Parties**" and individually as a "**Party**." Any capitalized term not otherwise defined in this TSA shall have the same meaning as provided in the terms and conditions attached hereto as Exhibit A.

RECITALS

WHEREAS, the Parties (or Affiliates thereof) have entered into that certain Asset Purchase Agreement (the "**Purchase Agreement**") and related transaction documents, to be effective as of the Effective Date, with respect to which HCA (or an Affiliate thereof) will acquire substantially all of the assets of Mission Health System, Inc. and certain of its Affiliates, including but not limited to the real property and operating assets held for use in the operation of _____, a _____-bed acute care hospital located at _____; and

WHEREAS, HCA (a wholly-owned subsidiary of HCA Holdings, Inc.) and Mission desire to enter into this TSA pursuant to which HCA will provide certain transition services to Mission, all as further set forth in this Agreement.

AGREEMENT

NOW, THEREFORE, for and in consideration of the mutual promises and covenants of the Parties contained in this TSA and the consummation of the transactions contemplated by the Purchase Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and confessed, the Parties intending to be legally bound agree to the following:

1. Transition Services: During the Term and on the terms and subject to the conditions of this TSA, HCA will use commercially reasonable efforts to provide Mission with the transition services described on Exhibit B attached hereto (collectively, the "**Services**").

2. No implied Service Obligations; Third Parties: Except as otherwise set forth herein, the provision of Services described hereunder shall not be extended beyond Term. Any extension of the Term, other services requested by Mission, or deviation from the scope or responsibilities set forth in this TSA shall require an addendum to this TSA agreed upon between the Parties. All Fees for all Services added to this TSA after the Effective Date by amendment or other agreement of the Parties will reflect the fair market value of the Services. In the event any third party supplier or licensor of HCA terminates the right for HCA to provide any Services to Mission, HCA will use commercially reasonable efforts to assist Mission in transition planning with such third parties. THE PROVISIONS OF THIS SECTION 2 ARE A MATERIAL ELEMENT OF THIS TSA AND BUT FOR SUCH PROVISIONS HCA WOULD NOT ENTER INTO THIS TSA.

3. Entire Agreement: This TSA, together with the exhibits attached hereto, contains the entire agreement between the Parties hereto.

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IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and year first above written.

**[Mission Health System, Inc.]**

By: _____

Name: _____

Title: _____

Date: _____

**HCA – Information Technology & Services, Inc. d/b/a Parallon Technology Systems**

By: _____

Name: _____

Title: _____

Date: _____

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## Exhibit A

## Terms & Conditions

1. **Certain Definitions.**

**"Affiliate"** means any legal entity directly or indirectly Controlled by, or which Controls, or which is under common Control with (whether through one or more intermediate parent entities), a Party, where "**Control**" means, with respect to any entity, the legal, beneficial or equitable ownership, directly or indirectly, of more than fifty percent (50%) of the aggregate of all voting equity interests in an entity.

**"Change of Control"** means the following, in a single or related series of transactions: (i) the consolidation or merger of a Party with or into any entity (other than the consolidation or merger of a Party with an Affiliate of such Party in which such Party is the surviving entity of such consolidation or merger); (ii) the sale, transfer or other disposition of all or substantially all of the assets of a Party; or (iii) the acquisition by any entity, or group of entities acting in concert, of beneficial ownership of fifty percent (50%) or more of the outstanding voting securities or other ownership interests of a Party.

**"Documentation"** means all applicable user guides, operating manuals, specifications and release notes, whether in print or machine readable media, for a given version or release of the SaaS applications and/or for the Services, as the same may be amended from time to time.

**"Fees"** means the fees, charges, and other compensation for the Services as set forth in this TSA.

**"Intellectual Property Rights"** means (i) patents, copyrights, trademarks, service marks, logos, trade dress, trade names, copyrights, trade secrets, know-how, proprietary information, database rights, publicity rights, privacy rights, and other rights of a similar nature for which legal protection, statutory, common law, or otherwise may be obtained in the United States and/or any other country or jurisdiction; (ii) pending applications to register or otherwise obtain legal protection for any of the foregoing; and (iii) continuations, continuations-in-part, divisions, renewals, extensions, patents of addition, reexaminations or reissues of any of the foregoing, and all related applications therefor.

**"Mission Data"** means any and all Mission data and materials, including Mission's customer data access in connection with, submitted to or stored or transmitted on, through or via the Services.

**"PHI"** means Protected Health Information as defined under the Health Insurance Portability and Accountability Act of 1996 and the rules and regulations promulgated thereto and interpretations thereof (collectively "**HIPAA**") to the extent such information is created, maintained, received or transmitted by HCA from or on behalf of Mission.

**"Proprietary Materials"** means Software and other materials developed and/or owned by HCA and/or its Affiliates.

**"Software"** means object (binary) or source-code version of any applications programs, operating systems software, computer software languages, utilities and other computer programs, in whatever form or media, including the tangible media upon which such applications programs, operating system software, computer software languages, utilities and other computer programs are recorded or printed, together with the applicable Documentation

**"Terms"** means the terms and conditions set forth in this Exhibit A.

**"Third-Party Products"** means (i) SaaS applications and other technology products and services utilized in providing the Services, and (ii) any Software or other technology products or services expressly licensed or provided to Mission pursuant and subject to this TSA, which are owned, controlled or provided by a third party.

In addition to the terms defined in this Section 1, certain terms are defined elsewhere in these Terms.

2. **Transition Services.**

2.1 Services. This TSA contains the general terms and conditions governing the relationship between Mission and HCA with respect to the provision of the Services. HCA agrees to perform the Services and/or provide the Third-Party Products subject to the terms and conditions set forth in this TSA to the extent HCA has the right to provide such Services and Third-Party Products pursuant to the terms of the underlying license agreements.

2.2 Third-Party Products. HCA agrees to license the Third-Party Products as specifically set forth in this TSA as licensed software subject to (i) the terms and conditions on use as imposed by the licensors of such Third-Party Products, the terms and conditions of which Mission has been provided notice or delivery in writing; and (ii) compliance with the terms and conditions of this TSA. HCA may apply amendments, corrections, and updates to the Third-Party Products as made available to HCA from the third-party licensor, including new releases and versions of the Third-Party Software, from time to time in HCA's discretion. HCA shall provide reasonable advance notice to Mission of any such amendments, corrections, and updates that would reasonably be expected to impact Mission's use of the Third-Party Products under this TSA. HCA may pass through to Mission any additional fees or charges imposed by Third-Party Products licensors with respect to additional functionality included in such updates, versions and new releases. Mission shall comply with all Third-Party Product terms and conditions as well as HCA policies regarding acceptable use of any Third-Party Products of which Mission has been provided notice or delivery in writing. Mission hereby authorizes HCA to negotiate with providers of Third-Party Products as Mission's agent to obtain consents, approvals, and amendments that are required in order for HCA to assume the contracts associated with Third-Party Products as contemplated in Section II of Exhibit B; provided, however, that HCA shall keep Mission reasonably informed, and allow Mission the opportunity to participate in, such negotiations. If HCA determines that an agreement, amendment, or consent relating to a Third-Party

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Product may be required in order for HCA to have all rights necessary to provide the Services as contemplated by this TSA, then upon HCA's request, the Parties will meet and cooperate to identify solutions to the issue, which may include modifying this TSA or the Services to eliminate any need for such agreement, amendment, or consent. If HCA determines in its sole discretion to seek such agreement, amendment, or consent, Mission will provide such cooperation as reasonably requested by HCA in connection such efforts at no additional cost to HCA.

2.3 Change Orders. Any mutually agreed upon changes in this TSA shall become effective only upon the execution of a written change order (**"Change Order"**) by authorized representatives of HCA and Mission. Each Change Order shall describe the impact of the change on the respective obligations of each Party (including the impact on the Fees), and once executed by each Party, is incorporated herein by this reference as fully as though set forth herein. For each Change Order, a change request shall be prepared by the Party requesting the change (a **"Change Request"**) and the other Party will prepare a document describing the estimated impact of a change (a **"Change Response"**). The Parties will evaluate and consider any change that increases or decreases the scope or magnitude of performance of Services, corresponding reasonable increases or decreases in Fees, appropriate revisions to the applicable project plan(s), work schedule, and the availability of the required resources; provided, however, that neither Party shall be required to agree to any Change Order.

2.4 Project Executive. Each Party shall appoint a qualified representative (**"Project Executive"**), who shall be authorized to lead discussions for such Party regarding the Services. Each such Project Executive shall: (i) review all specifications, technical materials and other documents submitted by the other Party, request necessary corrections, and thereafter approve such documents; (ii) provide to the other Party requested data and other information and assume responsibility for the accuracy of the same; (iii) advise the other Party, in writing, of any technical requirements and notify the other Party of any material changes to such Party's processes and systems; and (iv) upon request, facilitate communication with the Party's staff. A Project Executive may be changed by a Party upon written notice of such change to the other Party.

2.5 Reliance on Instructions. In performing its obligations under this TSA, each Party will be entitled to reasonably rely upon any written instructions, authorizations, approvals or other information provided by the other Party's Project Executive and by any other personnel identified by the other Party, in writing, as having authority to provide the same on behalf of such Party in such person's area of competency. Unless a Party knew, or should reasonably know under the circumstances, of any error, incorrectness or inaccuracy in such written instructions, authorizations, approvals or other information, it will incur no liability or responsibility to the extent it relies on or complies with any such written instructions, authorizations, approvals or other information.

2.6 Dependencies. Absent gross negligence, fraud, or willful misconduct of a Party, no Party shall be liable for any delay or failure in the performance of its obligations under this TSA, if and to the extent such delay or failure is caused by the actions or omissions of the other Party or such other Party's agents or due to a breach by the other Party. Neither Party shall have any liability to the other Party to the extent resulting from any failure of the other Party to: (i) materially perform its responsibilities set forth in the Agreement; or (ii) provide accurate and complete data and instructions in accordance with the procedures set forth in this TSA. Any delays in performance by a Party shall result in a corresponding extension in the time periods for performance by the other Party of any of its obligations that rely on the performance of the Party that was delayed. Notwithstanding the foregoing, Mission shall pay HCA additional fees at HCA's then-current time and materials rates for any additional work or materials prepared by HCA to the extent they are due to Mission's failure to comply with its obligations.

2.7 For such time as any employees of HCA or any of its Affiliates are providing the Services to Mission under this Agreement, (a) such employees will remain employees of HCA or such Affiliate, as applicable, and shall not be deemed to be employees of Mission for any purpose, and (b) HCA or such Affiliate, as applicable, shall be solely responsible for the payment and provision of all wages, bonuses and commissions, employee benefits, including severance and worker's compensation, and the withholding and payment of applicable taxes relating to such employment.

3. **Mission Obligations.**

3.1. Equipment. Excluding only the equipment and services expressly identified as HCA's responsibility in Exhibit B, Mission shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use any Third-Party Product or the Services, including without limitation, modems, hardware, server, software, operating system, networking, web servers, long distance or local telephone service (collectively, **"Equipment"**). Mission shall be responsible for ensuring that such Equipment is compatible with the Services and any Third-Party Product and complies with all configurations and specifications provided to Mission, as such may be updated in writing from time to time.

3.2 Cooperation. Each Party shall perform its responsibilities set forth in this TSA. In addition, Mission will provide HCA with all necessary cooperation to allow for the provision of the Services.

3.3 Third Party Permissions. The provision of Services may require disclosure to HCA of third-party confidential or proprietary information in the possession of Mission, in which HCA has no independent rights (which may include patient information and PHI). Mission shall obtain all consents, authorizations or acknowledgments necessary (if any) for HCA to receive third-party confidential or proprietary information (including PHI to the extent that consent is necessary to use such information to provide the Services) which may be required for HCA to provide the Services. Upon request, the Parties shall reasonably cooperate in connection with such efforts; provided that such cooperation shall not diminish a Party's responsibility for obtaining all necessary third party permissions and consents.

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3.4 Information Security. Mission (including any Affiliate, agent, or contractor of Mission) shall comply with the HCA Information Security requirements and policies as set forth on Exhibit C attached hereto, and each such Affiliate, agent, or contractor will enter into written agreements obtaining commitments no less stringent than those set forth on Exhibit C from any Affiliate, agent, or contractor of Mission as a condition precedent to such Affiliate, agent, or contractor, accessing or using the Third-Party Products or any part of HCA's data, hardware, software, or network. Notwithstanding anything to the contrary in this TSA, HCA may suspend or terminate the access of Mission or any Affiliate, agent, or contractor of Mission to the Third-Party Products or any part of HCA's data, hardware, software, or network for failure to comply with the HCA Information Security requirements and policies as set forth on Exhibit "C."

3.5 Compliance with Laws. Each Party shall comply with all laws, rules or regulations applicable to such Party, including without limitation: the state and federal False Claims Act; the Civil Monetary Penalty Law; state and federal Anti-Kickback statutes; and state and federal self-referral prohibitions and applicable Medicare conditions of coverage and/or participation, including ensuring that neither HCA nor Mission, nor any of their respective employees, physicians or contracted care givers, as applicable, have been, debarred or suspended by the Medicare or Medicaid program or any other applicable government healthcare program.

3.6 Patient Care. Mission acknowledges that HCA is in no way responsible for verifying the accuracy and/or completeness of any medical or other similar information contained in, entered in, or used in connection with the Services and/or Third-Party Products.

4. **Fees; Payment Terms.**

4.1 Fees. The Fees to be paid by Mission to HCA for the Services provided hereunder are set forth on Exhibit B attached hereto. All Fees are stated exclusive of any applicable taxes. If any excise, use, property or other taxes, or any other governmental charges or surcharges (including, without limitation, interest, penalties and fines) are due or are assessed on or with respect to any amounts payable to HCA (other than taxes based on HCA's assets or net income), they will be the sole responsibility of and payable by Mission. Mission shall reimburse HCA for all reasonable travel and out of pocket expenses incurred by HCA in performing Services at Mission's or Mission's Affiliates' location(s) consistent with reimbursable expenses under HCA's Travel and Expense Reimbursement Policy as such may be updated from time to time, the current version of which shall be provided by HCA upon request; provided, however, that HCA shall use commercially reasonable efforts to avoid the incurrence of unreasonable travel expenses in connection with the performance of Services hereunder.

4.2 Invoicing and Payment Terms. Except as otherwise expressly provided in this TSA, all payments of undisputed Fees are due within forty-five (45) days from the date Mission receives an invoice from HCA. All Fees are stated in United States Dollars. Past due balances on undisputed amounts due shall be subject to an interest charge of one percent (1.0%) per month computed from the due date of each undisputed payment, or the maximum rate not prohibited by applicable law, whichever is less. If Mission disputes any invoiced amount or requires additional detail, it must notify HCA of such dispute, and provide HCA with documentation supporting such dispute, within forty-five (45) days from the date of Mission's receipt of invoice. In the event of any such dispute, HCA and Mission agree to engage in the dispute resolution process set forth in Section 12.9 with respect to such dispute.

4.3 Suspension. HCA reserves the right to suspend Services to Mission and/or cause a suspension in availability of any Third-Party Products during any period in which Mission's account is more than ninety (90) days past due with respect to undisputed invoiced amounts; provided, however, that HCA must provide Mission with no less than thirty (30) days prior written notice of such suspension (which notice may be provided at any time after Mission's account is more than sixty (60) days past due) and promptly resume performance of all suspended obligations after the non-payment is fully resolved.

4.4 Escrowed Funds. The Parties have agreed that _____ dollars ($_____) will remain in the escrow account under the Purchase Agreement [for six (6) months after the end of the Term]. Subsequent to the execution and delivery of this TSA, each Party will, and will cause its Affiliates to, execute and deliver any further legal instruments and perform any acts that are or may become necessary to effectuate the purposes of this Section 4.4 without any additional consideration.[1]

5. **Proprietary Rights.**

5.1 Ownership of the Services. HCA (or its applicable Affiliate or licensor) shall have and retain sole and exclusive, right, title and interest, including without limitation all Intellectual Property Rights, in and to the Services, Proprietary Materials, systems, HCA Confidential Information and any other trade secret, know-how, copyrightable material or other intellectual property used by HCA to provide the Services (collectively, the **"HCA Intellectual Property"**). HCA Intellectual Property includes Developed Materials (as defined below). Neither Mission nor any of its Affiliates, employees or agents shall have any rights in the HCA Intellectual Property, except as specifically set forth in this TSA. Mission agrees that it shall not, under any circumstance, attempt to copy, modify, create derivate works, or reverse engineer any part of the HCA Intellectual Property.

5.2 Developed Materials. Except as otherwise set forth in this TSA, HCA shall own all rights, title and interests, including without limitation all Intellectual Property Rights, in and to any deliverables, materials or work product conceived, produced, developed, reduced to practice and/or implemented in connection with the Services or this TSA (the **"Developed Materials"**); provided, however, that Mission shall retain all right, title and interests in and to any Mission Confidential Information that does not constitute HCA Confidential Information, which Mission Confidential Information shall not be deemed Developed Materials for purposes of this Section 5.2.

[1] Parties to negotiate a mechanism to include in the TSA (or in such other agreement as they may mutually agree) for (i) transmission to Mission from HCA of any invoices related to Excluded Assets and (ii) reimbursement by Mission if HCA pays any such invoice.

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6. **Confidentiality.**

6.1 Non-Disclosure. Each Party will treat as confidential (i) except as otherwise required by law, the terms of this TSA; (ii) all information and data, of whatever nature, relating to a Party, including without limitation the operations, policies, procedures, techniques, and accounts, obtained, accessed or disclosed by a Party (the **"Disclosing Party"**) to the other Party (the **"Receiving Party"**) in connection with the performance of its obligations under this TSA; and (iii) all information and data which are proprietary to a third party (including but not limited to each Party's customers and suppliers, all information related to any Third-Party Products and the Mission Data) and which the Disclosing Party is obligated to treat as confidential, obtained or disclosed by the Disclosing Party in connection with this TSA (individually and collectively, **"Confidential Information"**). Each Party agrees to protect the confidentiality of the Confidential Information of the other Party in the same manner that it protects the confidentiality of its own proprietary and Confidential Information of like kind, but in no event using less than a reasonable standard of care. The Receiving Party shall not disclose or use any Confidential Information of the Disclosing Party for any purpose outside the scope of this TSA, except with the Disclosing Party's prior written permission.

6.2 Exclusions. Except for PHI, this Section 6 shall not apply to any Confidential Information that the Receiving Party can demonstrate: (i) is or becomes known to the public through no breach of the Receiving Party; (ii) by written or electronic records, was previously known by the Receiving Party without any obligation to hold it in confidence; (iii) is received from a third party free to disclose such information without restriction; (iv) is independently developed by the Receiving Party without the use of and by persons who have had no access to the Confidential Information of the Disclosing Party; or (v) is approved for release by written authorization of the Receiving Party, but only to the extent of such authorization.

6.3 Limited Right to Disclose. Each Party shall be entitled to disclose Confidential Information of the Disclosing Party, but solely to the extent required, as follows: (i) as required by any court or other governmental body; (ii) as otherwise required by applicable law or regulation; (iii) in confidence to legal counsel and accountants of the Receiving Party; or (iv) in connection with the enforcement of this TSA. To the extent permitted by applicable laws, orders, and regulations, the Receiving Party will provide reasonable notice to the Disclosing Party prior to disclosure of Confidential Information pursuant to clause (i) of the preceding sentence and will, at the Disclosing Party's sole cost and expense, cooperate as reasonably requested by the Disclosing Party with the Disclosing Party's efforts to obtain a protective order for such Confidential Information. In addition, Mission will be entitled to disclose Confidential Information of HCA to any Affiliate, agent, or contractor of Mission for the sole purpose of exercising Mission's rights under this Agreement and Mission's efforts to maximize value related to any Excluded Assets (as defined in the Purchase Agreement) and limiting the liability associated with any Excluded Liabilities (as defined in the Purchase Agreement), provided that such Affiliate, agent, or contractor of Mission is bound in writing to confidentiality and non-disclosure obligations with respect to such HCA Confidential Information no less stringent than Mission's obligations hereunder. Notwithstanding anything in this Section 6.3 or otherwise in this TSA to the contrary, but subject to Section 7.3 hereof, each Party shall have the right to disclose information about Mission's and its Affiliates' systems (including without limitation any Third-Party Products and the Services) to any federal, state or local governmental agency having regulatory authority over a Party or its Affiliates that is requesting such information.

6.4 Subcontractors/Outsourcing. Mission understands and agrees that HCA may utilize subcontractors or Affiliates for the performance or delivery of all or certain Services and may transfer Mission Confidential Information to Affiliates and/or third-party subcontractors for the sole purposes of providing the communications, hosting, infrastructure and/or related support and other operations necessary in connection therewith. The use of an Affiliate or third-party subcontractor shall not relieve HCA from any obligation or liability under this TSA; rather, HCA shall be and remain liable for the act or omission of any such Affiliate or third party subcontractor in breach of terms of this Agreement as though such act or omission were HCA's own, and HCA shall cooperate with Mission to replace any unaffiliated third-party subcontractor providing Services to Mission that Mission requests be replaced based on Mission's reasonable belief that such subcontractor materially violated HCA's obligations under this TSA. HCA is responsible for all payments to its subcontractors or Affiliates.

6.5 Return of Confidential Information. In the event of the expiration or early termination of this TSA for any reason, each Party, and each third-party subcontractor utilized by HCA pursuant to Section 6.4 of these Terms, shall promptly return to the other Party all copies of the other Party's Confidential Information that it has received subject to any specific obligations relating to Confidential Information contained elsewhere in this TSA. All copies, notes or other derivative material relating to the Confidential Information shall be promptly retrieved and returned and no such material shall be retained or used by the receiving Party or by any third-party subcontractor utilized by HCA in any form or for any reason, except as expressly required by law or permitted under this TSA.

6.6 Injunctive Relief. If the Receiving Party discloses or uses (or threatens to disclose or use) any Confidential Information of the Disclosing Party in breach of this Section 6, the Disclosing Party shall have the right, in addition to any other remedies available to the Disclosing Party, to seek injunctive relief to enjoin such acts without the posting of any bond or surety, it being specifically acknowledged by the Parties that any other available remedies are inadequate.

7. **Compliance Program/HIPAA.**

7.1 Compliance Program. The Parties agree to abide by (i) Medicare and Medicaid billing and coding requirements, including proper documentation of services; (ii) HIPAA, the applicable privacy and patient confidentiality provisions of the Health Information Technology for Economic and Clinical Health Act ("**HITECH**"), and any current and future regulations promulgated under either HIPAA or HITECH, including without limitation the federal privacy regulations contained in 45 C.F.R. Parts 160 and 164 (the "**Federal Privacy**

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**Regulations**"), the federal security standards contained in 45 C.F.R. Part 162 (the "**Federal Security Regulations**"), and the federal standards for electronic transactions contained in 45 C.F.R. Parts 160 and 162, all collectively referred to herein as "**HIPAA Requirements**"; and (iii) any applicable state and local privacy and patient confidentiality rules and regulations. In addition to, and not in limitation of each Party's other rights specified herein, a Party may, but is not obligated to, recommend in writing from time to time that the other Party take certain actions that the recommending Party deems necessary to ensure that performance of either Party complies with applicable laws, and the Parties will reasonably cooperate with one another in determining whether such actions are appropriate and necessary. In the event a Party requests that the other Party take any action that would be in violation of its legal and ethical compliance policy or that would be in violation of any applicable laws, rules or regulations, such Party shall provide the other Party with notice thereof including reasonable detail and shall be excused from performance of such request.

7.2 Business Associate Agreement. HCA may receive from Mission, or create or receive on behalf of Mission, health information that is protected under applicable state and/or federal Law, including without limitation, PHI. Mission and HCA shall comply with the terms of the applicable Business Associate Agreement (the "**BAA**") which is attached hereto as Exhibit D. If there is a conflict between the provisions of the BAA and any other provision of this TSA, the BAA shall control.

7.3 Access to Books and Records. Pursuant to Section 1861(v)(1)(l) of the Social Security Act, as amended, and written regulations promulgated thereunder, HCA agrees to comply with the following statutory requirements governing the maintenance of documentation to verify the cost of any Services rendered pursuant to this TSA: (i) until the expiration of four (4) years after the furnishing of Services, HCA will make available, upon written request of the Secretary of Health and Human Services, or upon request of the Comptroller General of the United States, or any of their duly authorized representatives, copies of this TSA and any books, documents, records, or other data of the Parties that are necessary to certify the nature and extent of cost incurred for such Services; and (ii) if HCA carries out any of its duties through a sub-contract with a related organization involving a value or cost of $10,000 or more over a twelve (12) month period, such Party will cause such sub-contract to contain a clause to the effect that, until the expiration of four (4) years after the furnishing of any service pursuant to said sub-contract, the related organization will make available, upon written request, of the Secretary of Health and Human Services, or upon request of the Comptroller General of the United States, or any of their duly authorized representatives, copies of said sub-contract and any books, documents, records, or other data of said related organization that are necessary to certify the nature and extent of such costs. Should a Party receive a request from a third party for any such books, records or other information concerning the Services, including this Agreement, such Party shall notify the other Party promptly so such Party may exercise any legal rights it may have in relation to such request.

8. **Warranties, Representations, and Disclaimers.**

8.1 Warranties and Representations. Mission and HCA represent and warrant that each: (i) has the full power and authority to enter into this TSA; (ii) has duly authorized, by all necessary action, the execution and performance of this TSA; and (iii) is and shall be in compliance with all applicable requirements of law, other than where the failure to be in compliance would not have a material adverse effect upon such Party's execution, delivery or performance of its obligations or consummation of the transactions contemplated hereby.

8.2 Disclaimer. EXCEPT AS OTHERWISE PROVIDED IN THESE TERMS, THE SERVICES AND THIRD-PARTY PRODUCTS ARE PROVIDED BY HCA "AS IS" AND HCA DOES NOT MAKE ANY WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND SPECIFICALLY DISCLAIMS ALL WARRANTIES OF ANY KIND, INCLUDING WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY, RESULTS, NON-INFRINGEMENT, LOSS OR CORRUPTION OF DATA, AND FITNESS FOR A PARTICULAR PURPOSE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. HCA DOES NOT WARRANT THAT THE SERVICES OR THIRD-PARTY PRODUCTS WILL BE ERROR-FREE OR BE PROVIDED OR AVAILABLE WITHOUT INTERRUPTION. THE WARRANTIES AND OBLIGATIONS OF HCA SET FORTH IN THIS TSA AND HCA'S LIABILITY THEREUNDER AND HEREUNDER ARE EXPRESSLY CONDITIONED UPON MISSION'S PROPER USE AND SUPERVISION OF THE SERVICES AND COMPLIANCE WITH ALL PROVISIONS OF THIS AGREEMENT.

9. **Indemnification.**

9.1 Mission shall defend, indemnify and hold HCA harmless from and against any loss, damage or costs (including reasonable attorneys' fees) ("**Losses**") incurred in connection with any claim, action, suit, allegation and/or proceeding made or brought against HCA arising out of or related to: (i) the provision of the Services; (ii) Mission's failure to comply with any applicable law or regulation governing the Mission Data, including without limitation any violation by Mission of the BAA, the HIPAA Requirements, or any applicable state or local privacy and patient confidentiality rules and regulations; (iii) injury or damage to person or physical property caused by any Mission employee or agent; (iv) any allegation that HCA lacks the right to, or has failed to obtain any consent required for, the provision of the Third-Party Products as contemplated by this TSA, or that allowing Mission to access or use the Third-Party Products as contemplated by this TSA otherwise infringes, violates, or misappropriates the intellectual property or other proprietary rights of a third party; or (v) the gross negligence or willful misconduct of Mission or any of its Affiliates in the performance of its obligations or use of the Services or Third-Party Products; provided, that HCA (a) promptly gives written notice of such claim to Mission; (b) gives Mission sole control of the defense and settlement of such claim, provided that Mission shall not without HCA's written consent enter into any settlement admitting HCA's liability or imposing any obligation on HCA other than the payment of amounts to be indemnified pursuant to this Section 9.1; and (c) provides to Mission, at Mission's cost, reasonable assistance, as and if requested by Mission. Mission shall provide HCA with reasonably requested information in connection with Mission's defense and settlement of any such claim. HCA may participate in the defense and settlement of any such claim at its own cost and expense.

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9.2 HCA shall defend, indemnify and hold Mission harmless from and against any Losses incurred in connection with any claim, action, suit, allegation and/or proceeding (other than Excluded Claims, as defined below in Section 10.3) made or brought against Mission arising out of or related to the gross negligence or willful misconduct of HCA or any of its Affiliates in the performance of its obligations or Services hereunder; provided, that Mission (a) promptly gives written notice of such claim to HCA; (b) gives HCA sole control of the defense and settlement of such claim, provided that HCA shall not without Mission's written consent enter into any settlement admitting Mission's liability or imposing any obligation on Mission other than the payment of amounts to be indemnified pursuant to this Section 9.2; and (c) provides to HCA, at HCA's cost, reasonable assistance, as and if requested by HCA. HCA shall provide Mission with reasonably requested information in connection with HCA's defense and settlement of any such claim. Mission may participate in the defense and settlement of any such claim at its own cost and expense.

9.3 HCA will provide at Mission's sole cost and expense the cooperation reasonably requested by Mission in connection with any claim, action, suit, allegation and/or proceeding (other than Excluded Claims, as defined below in Section 10.3) made or brought against Mission alleging a failure by HCA to comply with any applicable law or regulation, including without limitation HIPAA Requirements, or any applicable state or local privacy and patient confidentiality rules or regulations.

10. **Limitation of Liability.**

10.1 Exclusion of Consequential and Related Damages. IN NO EVENT SHALL ANY PARTY HAVE ANY LIABILITY TO ANOTHER PARTY ARISING OUT OF THIS TSA FOR ANY LOST PROFITS OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES HOWEVER CAUSED AND, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

10.2 Limitation of Liability. IN NO EVENT SHALL THE TOTAL AGGREGATE LIABILITY OF EITHER PARTY ARISING OUT OF THIS TSA, WHETHER INCURRED WITH RESPECT TO ONE CLAIM, OR CUMULATIVELY INCURRED FROM MULTIPLE RELATED OR UNRELATED CLAIMS ARISING THEREUNDER FROM TIME TO TIME, AND WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, EXCEED AN AMOUNT EQUAL TO THE TOTAL FEES PAID OR PAYABLE BY MISSION UNDER THIS TSA DURING ITS TERM.

10.3 Exceptions. EXCEPT AS SET FORTH IN THIS SECTION 10.3, NOTHING IN THIS SECTION 10 SHALL BE DEEMED TO LIMIT EITHER PARTY'S LIABILITY (I) WITH RESPECT TO INDEMNIFICATION OBLIGATION ARISING PURSUANT TO THIS TSA; (II) TO ANY CLAIMS OF GROSS NEGLIGENCE, TORTIOUS CONDUCT OR INTENTIONAL MISCONDUCT OF A PARTY, ITS EMPLOYEES OR AGENTS; OR (III) ANY BREACH OF PAYMENT OBLIGATIONS HEREUNDER. UNDER NO CIRCUMSTANCES WILL HCA HAVE ANY LIABILITY, WHETHER DIRECT, INDIRECT, CONSEQUENTIAL, OR OTHERWISE, TO MISSION IN CONNECTION WITH ANY CLAIM, ACTION, SUIT, ALLEGATION AND/OR PROCEEDING MADE OR BROUGHT AGAINST MISSION ARISING OUT OF OR RELATED TO ANY ALLEGATION THAT HCA LACKS THE RIGHT TO, OR HAS FAILED TO OBTAIN ANY CONSENT REQUIRED FOR, THE PROVISION OF THE THIRD-PARTY PRODUCTS AS CONTEMPLATED BY THIS TSA, OR THAT ALLOWING MISSION TO ACCESS OR USE THE THIRD-PARTY PRODUCTS AS CONTEMPLATED BY THIS TSA OTHERWISE INFRINGES, VIOLATES, OR MISAPPROPRIATES THE INTELLECTUAL PROPERTY OR OTHER PROPRIETARY RIGHTS OF A THIRD PARTY (**"EXCLUDED CLAIMS"**).

10.4 Mitigation. Each Party shall adopt such reasonable measures as it deems appropriate to limit its exposure with respect to the potential losses and damages set forth in this Section 10.

10.5 Essential Basis of the Bargain. The disclaimers, exclusions and limitations of liability set forth in this TSA form an essential basis of the bargain between the Parties, and, absent any of such disclaimers, exclusions or limitations of liability, the provisions of this TSA, including, without limitation, the economic terms, would be substantially different.

11. **Term and Termination.**

11.1 Term. Unless earlier terminated as provided herein, this TSA will commence as of the Effective Date and shall remain in full force and effect for an initial term of twelve (12) months (the "**Initial Term**"). Unless earlier terminated as provided herein, this TSA will renew for three (3) additional twelve (12) month terms (each, an "**Extension Term**") upon the expiration of the Initial Term and the first Extension Term on the same terms and conditions, with such modifications to which the Parties agree in writing (the Initial Term and each Extension Term together, the "**Term**").

11.2 Ongoing Transition Planning. No later than ninety (90) days prior to the expiration of the Initial Term and each Extension Term, the Project Executives will meet to develop and update a plan and timeline for Mission to transition away from the Services. Without limiting the generality of the foregoing, during such planning meetings that occur during the Initial Term and the first Extension Term, the Parties will: (i) identify Services and Third-Party Products that will no longer be required by Mission during the upcoming Extension Period, (ii) develop a timetable for removal of such Services and Third-Party Products, (iii) determine the impact of such removals on the Fees, and (iv) cooperate to identify any fees, costs, or expenses that may be payable under agreements for Hosted Software (as defined below) upon termination of the applicable contract or product, or to fulfill commitments (such as service commitments or minimum volume or revenue commitments) following the time that the Hosted Software is no longer required to support the Services. Any modifications to this TSA (including the Services or Fees) arising from such meetings will be documented in a mutually agreed amendment to this TSA. Each Party will be responsible for its own costs and expenses in connection with this Section 11.2.

11.3 Termination for Cause. Either Party (the **"Terminating Party"**) may terminate this TSA (i) subject to Section 12.9 if the other Party (the **"Terminated Party"**) commits a material breach and fails to cure such breach within forty-five (45) days after receipt of written notice of the same (provided, however, that if upon the expiration of the forty-five (45)-day cure period the material breach

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has not been cured, but the breaching Party is progressing in good faith to cure the material breach, the breaching Party shall be permitted an additional forty-five (45) days to cure such material breach); (ii) immediately if the Terminated Party becomes the subject of a voluntary petition in bankruptcy or any voluntary proceeding relating to insolvency, receivership, liquidation or composition for the benefit of creditors; or (iii) immediately if the Terminated Party becomes the subject of an involuntary petition in bankruptcy or any involuntary proceeding relating to insolvency, receivership, liquidation or composition for the benefit of creditors, and such petition or proceeding is not dismissed within ninety (90) days of filing. The provisions permitting a Terminated Party to cure a material breach shall not apply to material breaches of Confidential Information or PHI, in which case the Terminating Party may immediately terminate this TSA upon written notice to the Terminated Party.

11.4 Effects of Termination. Except as otherwise provided in this TSA, upon the effective date of the expiration or early termination of this TSA, (i) HCA will cease providing Mission with and Mission shall have no further right to receive or use the Services and Third-Party Products; (ii) Mission shall cease all access to and use of the Services, HCA Confidential Information and all other HCA Intellectual Property; (iii) the Parties shall return or destroy the other Party's Confidential Information in accordance with the terms of Section 6 above; (iv) Mission shall, within thirty (30) days, pay in full all undisputed Fees for Services and Third-Party Products furnished up to the effective date of expiration or termination, and HCA shall promptly return all Mission Data in its possession in mutually agreeable, industry standard electronic formats and via mutually agreeable, secure methods of delivery or transmission and subject to pass through of actual costs incurred by HCA related to such data transmission.

11.5 Survival. The provisions of Sections 1, 5, 6, 7.2, 7.3, 8, 9, 10, 11.1, 11.3, 11.4, and 12 shall survive the expiration or termination of this TSA for any reason. All other rights and obligations of the Parties under this TSA shall cease upon expiration or termination thereof. Termination shall not relieve the Parties of any liability or obligation which accrued thereunder prior to the effective date of such termination, nor preclude any Party from pursuing all rights and remedies it may have pursuant to this TSA or at law or in equity with respect to any breach nor prejudice any Party's right to obtain performance of any obligation.

12. **Miscellaneous.**

12.1 Independent Contractors. The Parties are independent contractors. This TSA does not create a partnership, franchise, joint venture, agency, fiduciary, or employment relationship between or among the Parties.

12.2 No Third Party Beneficiaries. No persons or entities other than HCA and Mission are intended to be, or are in fact, beneficiaries of this TSA, and the existence of such documents shall not in any respect whatsoever increase the rights of any customer or client of Mission or other third party, or create any rights on behalf of any customer, client or other third party vis-à-vis any of the Parties.

12.3 Force Majeure. Except as otherwise expressly provided in this TSA, neither Party shall be liable for any failure to perform its obligations hereunder if such failure arises out of any acts of God, acts of government, flood, fire, earthquakes, civil unrest, acts of terror, strikes or other labor problems (other than those involving such Party's employees), computer, telecommunications, Internet service provider or hosting facility failures or delays involving hardware, software or power systems not within such Party's possession or reasonable control, denial of service attacks, and incompatibility of equipment or software with the Services, acts or omissions of vendors or suppliers, transportation and telecommunications difficulties, failures of equipment (including but not limited to CPU, terminals, printers, or network equipment) or failure of Mission to prepare data properly for input into the provided Third-Party Products (each, a **"Force Majeure Event"**). Mission shall have no obligation to pay any Fees for the Services during the pendency of any Force Majeure Event affecting HCA for more than twenty-four (24) consecutive hours, and Mission shall have the right to terminate the TSA without penalty (other than the obligation to pay any Fees for Services already rendered by HCA) in the event of any Force Majeure Event affecting HCA for more than seven (7) consecutive days during which the Mission does not have access to and/or is unable to use all or a substantial portion of the Services.

12.4 Notices. Whenever one Party is required or permitted to give notice to the other, such notice shall be deemed given when delivered by hand, or by an overnight service such as Federal Express, or when mailed by U.S. mail, registered or certified, return receipt requested, postage prepaid, to the attention of the individuals set forth below.

Mission:

Mission Health System, Inc.
_____
_____
Attention: _____

_____HCA:

_____
HCA – Information Technology & Services, Inc.
2515 Park Plaza
Nashville, TN 37203
Attention: _____
_____@HCAHealthcare.com

12.5 Cumulative Remedies. Except as expressly stated herein, the remedies provided herein are in addition to, and not exclusive of, any other remedies of a Party at law or in equity.

12.6 Severability. If a court of competent jurisdiction finds any provision of this TSA invalid or unenforceable, that provision will be amended to achieve as nearly as possible the intent of the Parties, and the remainder will remain in full force and effect.

12.7 Assignment. Neither Party shall assign its rights or delegate its obligations under this TSA without the other Party's prior written consent, and absent such consent, any attempted or purported assignment by such Party shall be null, void and of no

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effect. Notwithstanding the foregoing, (i) either Party may assign this TSA in whole and subject to these Terms to the acquiring entity in the event of a Change of Control or any internal reorganization (provided that such assignment shall not materially expand the scope of use or license without an appropriate adjustment in Fees due); (ii) HCA may assign this TSA in whole to an Affiliate; and (iii) subject to the conditions of Section 6.4, HCA may assign its rights and delegate its duties thereunder, including the right to receive payment from Mission, to one or more clients or third-party service providers or subcontractors; provided, that any such assignment of this TSA will not relieve HCA of its obligations under this Agreement. Subject to any provisions herein to the contrary, this TSA shall inure to the benefit of and be binding upon the Parties hereto and their respective successors and permitted assigns.

12.8 Governing Law. This TSA shall be governed exclusively by the internal laws of the State of Delaware, without regard to its conflicts of laws rules.

12.9 Dispute Resolution. The Parties shall attempt to resolve any disputes that arise between the Parties hereunder through the applicable business representatives involved in the Services. If they are unable to resolve a dispute following reasonable efforts, either Party may submit a written notice of dispute to the other Party. Within fifteen (15) days after receipt by the other Party of such notice, then the dispute shall be escalated to an officer of Mission and an officer of HCA for review and resolution. The Parties agree to continue performing their respective obligations under this TSA while the dispute is being resolved unless and until such obligations are terminated in accordance with the provisions of this TSA. If the dispute is not resolved by the Parties' officers within fifteen (15) days after their receipt of notice of the dispute, each Party shall have the right to initiate binding arbitration pursuant to the procedures set forth in this Section 12.9.

All claims, disputes or controversies of whatever nature between the Parties arising out of or in any way connected with the execution, interpretation, termination and performance and/or breach of this TSA (including the validity, scope and enforceability of this arbitration provision) or the relationship created thereby which cannot be resolved pursuant to the procedure set forth in this Section 12.9 (each, a **"Dispute"**) shall, except as provided herein, be solely and finally settled by binding arbitration conducted in accordance with the Commercial Arbitration Rules (the **"AAA Rules"**) of the American Arbitration Association. If a Party determines to submit a Dispute for arbitration, such Party shall furnish the other Party with a dated, written statement (the **"Arbitration Notice"**) indicating (i) the nature, with reasonable detail, of the Dispute and (ii) the remedy or remedies such Party will seek.

In the event the aggregate amount in controversy for all claims and counterclaims is Two Hundred Fifty Thousand Dollars ($250,000) or less, the Dispute shall be solely and finally settled by a single arbitrator in accordance with the Expedited Procedures contained in the AAA Rules, and the requirements of this Section 12.9.

All other Disputes shall be solely and finally settled by a board of arbitrators consisting of three arbitrators, as set forth in accordance with the AAA Rules, and the requirements of this Section 12.9. Within twenty (20) days of the date of the Arbitration Notice, each Party shall select one arbitrator. The two arbitrators shall select a third arbitrator. The third arbitrator shall be a person who has over five (5) years professional experience related to the provision of transition services similar to the Services and who has not previously been employed by either Party and does not have an interest in either Party or the subject matter of the arbitration. While the third arbitrator shall be neutral, the two Party-appointed arbitrators are not required to be neutral. The arbitration proceedings shall be held in Jacksonville, Florida. The Parties will provide each other with production of all requested documents and records reasonably related to the Dispute in a manner that will minimize the expense and inconvenience of the Parties. Discovery will not include depositions or interrogatories except as the arbitrators expressly allow on a showing of need. Hearings must commence no later than ninety (90) days following the date of the Arbitration Notice. The Arbitrators shall issue a final decision no later than one-hundred and twenty (120) days following the date of the Arbitration Notice that, in their judgment, is consistent with this TSA, the intent of the Parties, and law, as supported by evidence presented by the Petitioner and Respondent in the arbitration proceeding.

To the fullest extent permitted by applicable law, any arbitration proceeding and the arbitration award shall be maintained in confidence by the Parties. The Parties agree that the arbitration award shall be final and shall not be subject to judicial review. Judgment on the arbitration award shall be entered and enforced in any court having jurisdiction over the Parties or their assets. It is the intent of the Parties that the arbitration provisions hereof be enforced to the fullest extent permitted by applicable law, including the Federal Arbitration Act, 9 U.S.C. § 2. Nothing contained in this Section 12.9 shall prevent the Parties from seeking injunctive relief, or as otherwise permitted by law or equity.

12.10 Counterparts. This TSA may be executed in one or more counterparts, each of which will be deemed to be an original copy and which, when taken together, will be deemed to constitute one and the same document. The exchange of copies of this TSA and of signature pages by facsimile, or by .pdf or similar imaging transmission, will constitute effective delivery as to the Parties and may be used in lieu of the original document for all purposes. Signatures of the Parties transmitted by facsimile, or by .pdf or similar imaging transmission, will be deemed to be their original signatures for any purpose whatsoever.

12.11 Headings. Section headings appearing in this TSA are for convenience of reference only and in no way define, limit, extend or describe the text of any such section. All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine, neuter, singular or plural as the identity of the person or persons may require.

12.12 Entire Agreement; Amendments. This TSA, together with the exhibits attached thereto, contain the entire agreement between the Parties respecting the subject of the TSA and shall supersede all prior and contemporaneous understandings and agreements between them respecting the subject hereof. Each Addendum or Change Order referencing this TSA incorporates and

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makes such Addendum or Change Order part of this TSA for all purposes. This TSA may be amended only in writing, duly executed by both HCA and Mission.

12.13 Waiver or Termination. Except as otherwise expressly provided in this TSA, no waiver or termination shall be effective unless made in writing and signed by the Party sought to be bound thereby. No failure to pursue or elect any remedies shall constitute a waiver of any default under or breach of any provisions of this TSA, nor shall any waiver of any default under or breach of any provision of this TSA be deemed to be a waiver of any other subsequent similar or different default under or breach of such or any other provision or of any election of remedies available in connection therewith.

12.14 Construction. Every covenant, term, and provision of this TSA shall be construed simply according to its fair meaning and not strictly for or against any Party. The Parties acknowledge that each Party has reviewed this TSA and that the provisions and language of this TSA have been negotiated and that rules of construction to the effect that any ambiguities are to be resolved against the drafting Party will not be available in the interpretation of this TSA.

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**Exhibit B**

**Services**

**I. Definition.**

a. "**Hourly Fees**" for an HCA Employee shall mean an amount equal to one hundred twenty-five percent (125%) of the hourly wage rate (*i.e.*, exclusive of any benefits) paid by HCA or its Affiliate to such HCA Employee for each hour or part thereof spent by such HCA Employee providing the Services hereunder. The Hourly Fees are Fees for all purposes under this TSA.

[Exhibit continues on the following page.]

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[Exhibit continues on the following page.]

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**Schedule B-1**

**Leased Equipment**

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**Exhibit C**

**Information Security Schedule**

1. **General; Identity Management Roles and Responsibilities**

As between the Parties, any identity management infrastructure operated by HCA that is used with the Services shall be owned and maintained by HCA. HCA retains sole authority to allow direct access of Mission products to supporting HCA infrastructure that relates to Mission. For the avoidance of doubt, this includes any HCA infrastructure that may be only used by Mission.

Mission is responsible for all identity management activities for identity repositories that it maintains or are delegated to Mission by HCA. Mission is responsible for performing any audit and compliance activities to ensure that use access is appropriate. This includes any reviews of user access rights, access events, and other audit or compliance activities that may be required by Mission's security policies or regulatory environment.

2. **General Security**

Mission is responsible for general security (confidentiality, integrity, and availability) of all Mission systems that are not expressly included in the Services provided by HCA under this TSA. Mission will appropriately train or inform its workforce members of their security responsibilities under this Agreement. Mission will maintain industry standard controls to protect the general security of any Mission network that can access any HCA network.

With the exception of Mission responsibilities as set forth herein, HCA is responsible for general security (confidentiality, integrity, and availability) of the Services. HCA will maintain industry standard controls to protect the general security of the Mission network segment used to host the System.

3. **Active Directory**

Any changes to the HCA Active Directory infrastructure, configuration, or services that are requested by Mission may require a Change Order.

For HCA maintained Active Directory servers the following will apply: (i) HCA will retain sole AD default administrative group functions and access; (ii) HCA maintained domain controllers will not be used to back up or synchronize Mission identities or data; (iii) HCA will retain sole AD audit logs access. Log information will be made available to Mission, in an accessible report format as reasonably requested by Mission, if any Services include reviews of log data for performance, auditing or troubleshooting purposes.

4. **Incident Response and Reporting**

To help ensure HCA is able to respond to threats originating from Mission's network that may impact the Services, System, Mission Data and/or HCA networks, a proactive incident response and reporting process must be implemented as follows. **"Security Incident"** as used herein means any attempted or successful unauthorized access, use, disclosure, modification, or destruction of information, data breach or interference with system operations in an HCA or Mission information system. Each Party shall appoint a qualified security contact, for the other Party to contact in the event of a Security Incident, who shall possess the requisite authority and knowledge to: (i) act as a liaison to communicate with the other Party regarding Security Incidents; and (ii) develop a mitigation strategy to remedy or mitigate the Party's respective system that appears to or has been compromised, (each, a "Security Contact"). The initial Security Contact information for each Party is set forth below:

| **HCA Security Contact:** | **Mission Security Contact:** |
|---|---|
| **Name:** | **Name:** |
| **Phone:** _____ | **Phone:** |
| **Email:** @Parallon.com | **Email:** |

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Each Party shall report any Security Incident or failure of any technical or procedural controls of which it becomes aware which has or had a potential to affect the Services, System, Mission Data and/or the other Party's networks to the other Party and according to the following timeline and procedure:

Each Party shall promptly report to the other Party any successful Security Incident (with an actual or material likelihood of impact to the other Party's information or systems) within three (3) business days of verification of the incident. As applicable, such report shall contain: (a) date and time when the Security Incident occurred; (b) the date and time when such incident was discovered by the reporting Party; (c) identification of the systems, programs, networks and/or data affected by such incident; (d) preliminary impact analysis; (e) description and the scope of the incident; and (f) any mitigation steps taken by the reporting Party. However, if the reporting Party is experiencing or has experienced a successful Security Incident that is causing or has caused material disruption to the functionality or operation of the other Party's systems or damage to the other Party's hardware, software or data, including a successful attack by malicious software, the reporting Party shall report such breach or incident to the other Party to (i) in the case of a report by Mission to HCA, the HCA Information Security Help Desk at 1-800-265-8422, Option 5 and the HCA Security Contact via email, or (ii) in the case of a report by HCA to Mission Project Executive, within three (3) business days from the time the reporting Party verifies such breach or incident.

Each Party shall have a documented procedure for promptly responding to any Security Incident that complies with applicable law and shall follow such procedure in case of an incident. Each Party shall have clear roles defined and communicated within its organization for effective internal Security Incident response. Each Party shall remediate virus, worm and similar mal-ware infections on its own networks.

The reporting obligations of each party with respect to Security Incidents shall permit such redaction and/or summarization as may be reasonably necessary to comply with applicable confidentiality obligations.

**5. <u>HCA Network</u>**

HCA has the right to monitor any user or network activity entering, leaving or within any HCA network and limit network traffic with respect to Mission systems that appear to be compromised without prior notification. HCA will promptly notify the Security Contact via email of such blocked systems.

**6. <u>Integrated System Requirements</u>**

Mission shall implement a proactive security program for Mission systems that are integrated to the System or Services, including the following controls: (i) Mission will maintain audit log information for at least 90 days; (ii) Mission will ensure anti-virus is running and up-to-date on all devices that have access to any HCA network; (iii) Mission will ensure all operating system patch levels are up-to-date on all devices that have access to any HCA network; and (iv) Mission shall provide unique accounts for each individual that will be accessing the System or Services.

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Exhibit D

**BUSINESS ASSOCIATE AGREEMENT**

[see attached]

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**BUSINESS ASSOCIATE AGREEMENT**

This Business Associate Agreement ("Agreement") dated February 1, 2018 (the "Effective Date"), is entered into by and between [Mission Health System, Inc., a _____ ("Company") and HCA – Information Technology & Services, Inc. d/b/a Parallon Technology Systems ("Business Associate"), each a "Party" and collectively, the "Parties."

**WHEREAS,** Company and Business Associate have entered into, or are entering into, or may subsequently enter into, one or more agreements (collectively, the "Business Arrangements") pursuant to which Business Associate may provide products and/or services for Company that require Business Associate to access, create and use health information that is protected by federal law; and

**WHEREAS**, pursuant to the Administrative Simplification provisions of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and the Health Information Technology for Economic and Clinical Health Act of 2009 ("HITECH"), the U.S. Department of Health & Human Services ("HHS") promulgated the Standards for Privacy of Individually Identifiable Health Information (the "Privacy Standards"), Security Standards for the Protection of Electronic Protected Health Information (the "Security Standards") and standards for Breach Notification for Unsecured Protected Health Information (the "Breach Notification Standards") at 45 C.F.R. Parts 160 and 164 (collectively, the Privacy Standards, the Security Standards and the Breach Notification Standards are sometimes referred to herein as the "Confidentiality Requirements"); and

**WHEREAS**, the Confidentiality Requirements require that certain obligations be extended to Business Associate through an agreement between Company and Business Associate; and

**WHEREAS,** Business Associate and Company desire to enter into this Business Associate Agreement in order to satisfy such requirement.

**NOW THEREFORE,** the parties agree as follows:

**1.** **Business Associate Obligations**. Business Associate may use and disclose PHI only as permitted or required by this Agreement. All capitalized terms not otherwise defined in this Agreement shall have the meanings set forth in the Confidentiality Requirements; provided that Protected Health Information ("PHI") and Electronic Protected Health Information ("EPHI") are limited to such information created, received, maintained or transmitted by Business Associate from or on behalf of Company in connection with the Business Arrangements, and all references to PHI herein shall be construed to include EPHI. To the extent Business Associate is to carry out any of Company's obligations under the Privacy Standards, Business Associate shall comply with the requirements of the Privacy Standards that apply to Company in the performance of such obligations.

**2.** **Use and Disclosure of PHI**. Business Associate shall use and disclose PHI in compliance with 45 C.F.R. § 164.504(e). Furthermore, Business Associate may use and disclose PHI (i) as required by law, (ii) as necessary to perform its services and obligations under the Business Arrangements, provided that such uses would be permissible under the Confidentiality Requirements if the PHI was used or disclosed by a Covered Entity in the same manner, and (iii) as necessary for the proper management and administration of the Business Associate or to carry out its legal responsibilities, provided that Business Associate may only disclose PHI for such purposes if such disclosures are required by law or if Business Associate: (a) obtains reasonable assurances from any third party to whom the information is disclosed that it will be held confidentially and further used and disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (b) requires the third party to agree to promptly notify Business Associate of any instances of which it is aware that the confidentiality of the information has been breached. To the extent necessary to perform its services and obligations under the Service Agreement or to comply with the

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minimum necessary standard, Business Associate may de-identify PHI in accordance with 45 C.F.R. §164.514(b).

**3.** **Minimum Necessary Standard.** Business Associate shall comply with the minimum necessary requirements of the Privacy Standards; provided further, Business Associate shall comply with Section 13405(b) of the HITECH Act, and any regulations or guidance issued by HHS regarding such provision, regarding the minimum necessary standard and the use and disclosure (if applicable) of Limited Data Sets.

**4.** **Subcontractors.** In accordance with 45 CFR §164.502(e)(1)(ii) and 45 CFR §164.308(b)(2), Business Associate shall ensure that any of its subcontractors that create, receive, maintain or transmit PHI and/or EPHI on behalf of Business Associate agree in writing to the same restrictions and conditions that apply to Business Associate with respect to such information and, in the case of EPHI, agree to comply with the applicable requirements of the Security Standards.

**5.** **Individual Rights Regarding Designated Record Sets.** If Business Associate maintains a Designated Record Set on behalf of Company, Business Associate shall (i) provide access to, and permit inspection and copying of, PHI by Company or, as directed by Company, an individual who is the subject of the PHI under conditions and limitations required under 45 CFR § 164.524, as it may be amended from time to time, and (ii) make available for amendment and incorporate any amendments to PHI maintained by Business Associate as requested by Company in accordance with 45 CFR § 164.526. Business Associate shall respond to any request from Company for access by an individual within five (5) days of receipt of such request and shall make any amendment requested by Company within ten (10) days of receipt of such request, or (in either care) in such shorter time as may be required by state or federal law. Any information requested under this **Section 5** shall be provided in the form or format requested, if it is readily producible in such form or format. Business Associate may charge a reasonable, cost-based fee for the Business Associate's labor costs in copying the PHI requested, supplies for creating the paper or electronic copy and postage. Business Associate shall notify Company within five (5) days (or such shorter time as may be required by state or federal law) of receipt of any request for access or amendment by an individual. Company or the applicable Covered Entity shall determine whether to grant or deny any access or amendment requested by the individual. Business Associate shall have a process in place for requests for amendments and for appending such requests to the Designated Record Set, as requested by Company.

**6.** **Accounting of Disclosures.** With respect to disclosures by Business Associate required to be accounted for under 45 CFR § 164.528, Business Associate shall make available to Company in response to a request from an individual, information required for an accounting of disclosures of PHI with respect to the individual in accordance with 45 CFR § 164.528, as amended by Section 13405(c) of the HITECH Act and any related regulations or guidance issued by HHS in accordance with such provision. Business Associate shall provide to Company such information necessary to provide an accounting within thirty (30) days of Company's receipt of request or such shorter time as may be required by state or federal law. Such accounting must be provided without cost to the individual or to Company if it is the first accounting requested by an individual within any twelve (12) month period. For subsequent accountings within a twelve (12) month period, Business Associate may charge a reasonable, cost-based fee based so long as Business Associate informs the Company in advance of the fee, and the individual is afforded an opportunity to withdraw or modify the request. Business Associate shall notify Company within five (5) days (or such shorter time as may be required by state or federal law) of receipt of any request for an accounting of disclosures by an individual. Such accounting obligations shall survive termination of this Agreement and shall continue as long as Business Associate maintains PHI.

**7.** **Records and Audit.** Business Associate shall make available to the United States Department of Health and Human Services or its agents, its internal practices, books and records relating to the use and disclosure of PHI for the purpose of determining Company's or Business Associate's compliance with the Confidentiality Requirements, in a time

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and manner designated by the Secretary.

**8.** **Implementation of Security Standards; Notice of Security Incidents.** Business Associate will use appropriate safeguards to prevent the use or disclosure of PHI other than as expressly permitted under this Agreement, will comply with the applicable requirements of the Security Standards, and will promptly report to Company any Security Incident involving EPHI of which it becomes aware; provided, however, that Company shall be deemed to have received notice from Business Associate of routine occurrences of: (i) unsuccessful attempts to penetrate computer networks or services maintained by Business Associate; and (ii) immaterial incidents such as "pinging" or "denial of services" attacks.

**9.** **Reports**. Business Associate shall report to Company any use or disclosure of PHI not permitted by this Agreement, within three (3) business days (or such shorter time as may be required by state or federal law) of the Business Associate becoming aware of such use or disclosure. Business Associate agrees to implement reasonable systems for the discovery and reporting of any "breach" of "unsecured PHI" as those terms are defined by 45 C.F.R. § 164.402 (hereinafter a "HIPAA Breach"). The parties acknowledge and agree that 45 C.F.R. § 164.410 governs the determination of the discovery date of a HIPAA Breach. Business Associate will, following the discovery of a HIPAA Breach, notify Company promptly and in no event later than three (3) business days (or such shorter time as may be required by state or federal law) after Business Associate discovers such HIPAA Breach, unless Business Associate is prevented from doing so by 45 C.F.R. § 164.412 concerning law enforcement investigations. To the extent known, no later than seven (7) business days (or such shorter time as may be required by state or federal law) following its initial report of a HIPAA Breach, Business Associate shall provide Company with sufficient information to permit Company to comply with the HIPAA Breach notification requirements set forth at 45 C.F.R. § 164.400 *et seq*.

**10.** **Mitigation and Indemnification.** In the event of a breach, security incident, or other disclosure of PHI that is not in compliance with the Confidentiality Requirements or this Agreement, Business Associate shall, in consultation with Company, mitigate, to the extent practicable, any harmful effect of such breach, security incident, or unauthorized disclosure. Business Associate shall indemnify, defend and hold harmless Company and its directors, officers, subcontractors, employees, affiliates, agents, and representatives from and against any and all third party liabilities, costs, claims, suits, actions, proceedings, demands, losses and liabilities of any kind (including court costs and reasonable attorneys' fees) brought by a third party, arising from or relating to the acts or omissions of Business Associate or any of its directors, officers, subcontractors, employees, affiliates, agents, and representatives in connection with Business Associate's performance under this Agreement or Business Arrangements, without regard to any limitation or exclusion of damages provision otherwise set forth in the Business Arrangements. The indemnification provisions of this Section shall survive the termination of this Agreement.

**11.** **Term and Termination**.

11.1 This Agreement shall commence on the Effective Date and shall remain in effect until terminated in accordance with the terms of this **Section 11**.

11.2 Either Party may immediately terminate this Agreement (the "Terminating Party") and shall have no further obligations to the other Party (the "Terminated Party") hereunder if the Terminated Party fails to observe or perform any material covenant or obligation contained in this Agreement for ten (10) days after written notice of breach thereof has been given to the Terminated Party.

11.3 Upon the termination of all Business Arrangements, either Party may terminate this Agreement by providing written notice to the other Party.

11.4 Upon termination of this Agreement for any reason, Business Associate agrees either to return to Company or to destroy all PHI, in any form, received from, or created or received by Business Associate on behalf of, Company or otherwise received through the performance of services for Company, that is in the

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possession or control of Business Associate or its agents, and to retain no copies of such PHI. In the case of PHI which is not feasible to "return or destroy," Business Associate may retain such PHI but shall extend the protections of this Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI.

**12. Miscellaneous.**

12.1 **Notice.** All notices, requests, demands and other communications required or permitted to be given or made under this Agreement shall be in writing, shall be effective upon receipt or attempted delivery, and shall be sent by (i) personal delivery; (ii) certified or registered United States mail, return receipt requested; or (iii) overnight delivery service with proof of delivery. Notices shall be sent to the addresses below. Neither party shall refuse delivery of any notice hereunder.

**COMPANY:**

**BUSINESS ASSOCIATE:**

Parallon Technology Systems
Attn: VP & CFO, Finance and Administration
2555 Park Plaza
Nashville, Tennessee, 37203

**Copy to:**

Parallon Technology Systems

Attn: General Counsel
2555 Park Plaza
Nashville, Tennessee, 37203
*and*
Parallon Technology Systems
Attn: Operation VP
490 Metroplex Drive
Nashville, TN 37211

12.2 **Waiver.** No provision of this Agreement or any breach thereof shall be deemed waived unless such waiver is in writing and signed by the Party claimed to have waived such provision or breach. No waiver of a breach shall constitute a waiver of or excuse any different or subsequent breach.

12.3 **Severability.** Any provision of this Agreement that is determined to be invalid or unenforceable will be ineffective to the extent of such determination without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of such remaining provisions.

12.4 **Business Arrangements; Entire Agreement.** This Agreement constitutes the complete agreement between Business Associate and Company relating to the matters specified in this Agreement, and supersedes all prior representations or agreements, whether oral or written, with respect to such matters. In the event of any conflict between the terms of this Agreement and the terms of the Business Arrangements or any such later agreement(s), the terms of this Agreement shall control with respect to the subject matter of this Agreement unless the parties specifically otherwise agree in writing. NOTWITHSTANDING THE FOREGOING, THIS AGREEMENT SHALL BE SUBJECT TO THE LIMITATIONS OF LIABILITY IN THE BUSINESS ARRANGEMENT(S) GOVERNING THE APPLICABLE BUSINESS ASSOCIATE SERVICES. No oral modification or waiver of any of the

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provisions of this Agreement shall be binding on either Party. No obligation on either Party to enter into any transaction is to be implied from the execution or delivery of this Agreement. This Agreement is for the benefit of, and shall be binding upon the parties, their affiliates and respective successors and assigns. No third party shall be considered a third-party beneficiary under this Agreement, nor shall any third party have any rights as a result of this Agreement.

12.5 **Governing Law.** This Agreement shall be governed by and interpreted in accordance with the laws of the state which governs the Business Arrangements, excluding any conflicts of laws' provisions.

12.6 **Nature of Agreement; Independent Contractor.** Nothing in this Agreement shall be construed to create (i) a partnership, joint venture or other joint business relationship between the parties or any of their affiliates, or (ii) a relationship of employer and employee between the parties. Business Associate is an independent contractor, and not an agent of Company under this Agreement. This Agreement does not express or imply any commitment to purchase or sell goods or services.

12.7 **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document. In making proof of this Agreement, it shall not be necessary to produce or account for more than one such counterpart executed by the party against whom enforcement of this Agreement is sought.

12.8 **Company Obligations.** Company shall: (i) provide Business Associate with a copy of the notices of privacy practices that Covered Entity customers of Company produce in accordance with 45 CFR § 164.520 as well as any changes to such notices, to the extent that it effects Business Associate's use or disclosure of PHI; (ii) notify Business Associate of any restriction to the use or disclosure of PHI that a Covered Entity customer of Company has agreed to in accordance with 45 CFR §164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI pursuant to the terms of this Agreement; (iii) notify Business Associate of any changes in, or revocation of, permission by an individual to use or disclose PHI, to the extent that Company becomes aware of such changes or revocations and that such changes or revocations may affect Business Associate's use or disclosure of PHI; and (iv) obtain all authorizations necessary, if any, for any use or disclosure of any PHI as contemplated under the Business Arrangements.

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**IN WITNESS WHEREOF,** the parties have executed this Agreement as of the Effective Date.

| **COMPANY:** | **BUSINESS ASSOCIATE:** |
| --- | --- |
| **Mission Health System, Inc.** | **HCA – Information Technology & Services, Inc. d/b/a Parallon Technology Systems** |
| By:_____ | By:_____ |
| _____ (Print or Type Name) | _____ |
| _____ (Title) | _____ (Title) |
| Date:_____ | Date:_____ |

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# Exhibit L

**[Intentionally Omitted]**

# <u>Exhibit M</u>

## Fund Operating Agreement

THE MEMBERSHIP INTERESTS CREATED BY THIS AGREEMENT HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR UNDER THE SECURITIES ACT OF ANY STATE AND ARE BEING OFFERED AND SOLD IN RELIANCE ON EXEMPTIONS FROM THE REGISTRATION REQUIREMENTS OF SUCH ACTS. EXCEPT AS SPECIFICALLY OTHERWISE PROVIDED IN THIS AGREEMENT, THE INTERESTS MAY NOT BE SOLD, TRANSFERRED, PLEDGED OR HYPOTHECATED WITHOUT REGISTRATION UNDER SUCH ACTS OR AN OPINION OF COUNSEL THAT SUCH TRANSFER MAY BE LEGALLY EFFECTED WITHOUT SUCH REGISTRATION. ADDITIONAL RESTRICTIONS ON TRANSFER AND SALE ARE SET FORTH IN THIS AGREEMENT.

# LIMITED LIABILITY COMPANY AGREEMENT

# OF

# [•][1] LLC

**(a Delaware Limited Liability Company)**

[1] Note to Draft: Company name to be discussed.

## Table of Contents

**Page**


**1. DEFINITIONS ..... 1**

**2. FORMATION OF COMPANY ..... 10**
2.1 Formation ..... 10
2.2 Name ..... 10
2.3 Principal Office ..... 10
2.4 Term ..... 10
2.5 Registered Agent and Office ..... 10

**3. PURPOSES AND POWERS OF THE COMPANY ..... 10**
3.1 Purposes ..... 10
3.2 Powers ..... 11

**4. UNITS, CAPITAL CONTRIBUTIONS, LOANS, CAPITAL ACCOUNTS ..... 11**
4.1 Units; Capital Commitments ..... 11
4.2 Capital Contributions. ..... 12
4.3 Capital Accounts ..... 14
4.4 Additional Provisions Regarding Capital Accounts. ..... 14
4.5 Loans ..... 15
4.6 Member Services and Resources. ..... 16

**5. ALLOCATIONS ..... 16**
5.1 Allocations of Net Profits and Net Losses. ..... 16
5.2 Regulatory and Special Allocations ..... 16
5.3 Allocations in Case of Transfers ..... 18
5.4 Modification ..... 18
5.5 Notice to Members of Changes in Allocations ..... 19

**6. DISTRIBUTIONS ..... 19**
6.1 Distribution of Excess Cash ..... 19

**7. BANK ACCOUNTS, BOOKS OF ACCOUNT, TAX COMPLIANCE AND FISCAL YEAR ..... 19**
7.1 Bank Accounts; Investments ..... 19
7.2 Books and Records ..... 19
7.3 Determination of Profit and Loss; Audited Financial Statements and Other Reports 20
7.4 Tax Returns and Information ..... 20
7.5 Tax Audits ..... 21
7.6 Fiscal Year ..... 24

**8. MANAGEMENT OF THE COMPANY ..... 24**
8.1 Governing Board. ..... 24
8.2 Committees ..... 26
8.3 Chief Executive Officer ..... 26
8.4 Appointment of Officers of the Company; Board Authorized Persons ..... 26
8.5 Qualifying Projects Addendums and Agreements ..... 27
8.6 Legal Compliance Program ..... 27
8.7 Liability of Covered Persons for Actions. ..... 27
8.8 Annual Plan ..... 29

**9. RIGHTS AND STATUS OF MEMBERS ..... 29**
9.1 General ..... 29
9.2 Limitation of Liability ..... 29
9.3 Bankruptcy; Death; etc. ..... 30
9.4 No Joint Venture ..... 30

**10. INTELLECTUAL PROPERTY; CONFIDENTIALITY ..... 30**
10.1 Mission/HCA Marks ..... 30
10.2 [Intellectual Property. ..... 30
10.3 Public Announcements; Use of Name ..... 31

**11. MEMBER MEETINGS AND MEANS OF VOTING ..... 31**
11.1 Meetings of the Members ..... 31
11.2 Vote By Proxy ..... 31
11.3 Conduct of Meeting ..... 31
11.4 Action Without a Meeting ..... 32
11.5 Closing of Transfer Record; Record Date ..... 32

**12. TRANSFER OF RIGHTS AND ADDITIONAL MEMBERS ..... 32**
12.1 Transfers by Members ..... 32
12.2 Substituted Member ..... 33
12.3 Basis Adjustment ..... 33
12.4 Admission of Additional Members ..... 33
12.5 Transfer Procedures ..... 34
12.6 Invalid Transfer ..... 34
12.7 Distributions and Allocations in Respect of a Transferred Membership Interest .. 34
12.8 Amendment to Exhibit A ..... 34
12.9 Required Transfer of a Member's Interest ..... 34
12.10 Mission Tax-Exempt Status ..... 35
12.11 Payment of Purchase Price of Member's Interest ..... 35

**13. DISSOLUTION ..... 36**
13.1 Causes ..... 36
13.2 Reconstitution ..... 36

**14. WINDING UP AND TERMINATION ..... 36**
14.1 General ..... 36

14.2 Court Appointment of Liquidator ..... 37
14.3 Liquidation ..... 37
14.4 Creation of Reserves ..... 38
14.5 Final Statement ..... 38

**15. MISCELLANEOUS ..... 38**
15.1 Notices ..... 38
15.2 Governing Law; Waiver of Trial by Jury. ..... 38
15.3 Dispute Resolution ..... 38
15.4 Attorneys' Fees ..... 40
15.5 Benefit and Assignment ..... 40
15.6 No Inferences; Sophisticated Parties ..... 41
15.7 Waiver of Breach ..... 41
15.8 Time ..... 41
15.9 Waiver of Partition ..... 41
15.10 Entire Agreement; Amendment ..... 41
15.11 Severability ..... 41
15.12 Gender and Number ..... 42
15.13 Exhibits ..... 42
15.14 Additional Documents ..... 42
15.15 Section Headings ..... 42
15.16 Counterparts ..... 42

# LIMITED LIABILITY COMPANY AGREEMENT

# OF

# [•]
# (a Delaware Limited Liability Company)

This Limited Liability Company Agreement of [•], a Delaware limited liability company (the "**Company**") is entered into and shall be effective as of [•] (the "**Effective Date**") by and between Mission Health System, Inc., a North Carolina not-for-profit corporation ("**Mission**"), and MH Hospital Holdings, Inc., a Delaware corporation ("**HCA Sub**"). Each of Mission and HCA Sub are hereinafter referred to individually as a "**Member**" and collectively as the "**Members**."

W I T N E S S E T H:

**WHEREAS**, the Company was formed upon the filing and acceptance of the Company's Certificate of Formation with the Secretary of State of the State of Delaware on [•];

**WHEREAS,** the Company was formed in connection with the sale by Mission and certain of its Affiliates to [HCA Sub]/[an Affiliate of HCA Sub] of certain hospital and other assets of the sellers, pursuant to the Asset Purchase Agreement, dated [•], 2018, by and among such parties (the "**Asset Purchase Agreement**");

**WHEREAS,** pursuant to the terms of the Asset Purchase Agreement, the parties thereto agreed to establish the Company to invest in businesses located in western North Carolina that provide innovations in the delivery of health care and to commit that each Member would contribute to the Company $25,000,000 to be used in connection with such investments;

**WHEREAS,** the Members wish to proactively seek opportunities to make such investments and to deploy the committed capital within the first five (5) years of the term of the Company; and

**WHEREAS**, the Members desire to set forth herein their respective relationships, rights, obligations and agreements with respect to the Company and the governance thereof.

**NOW, THEREFORE**, in consideration of the mutual covenants contained herein and other good and valuation consideration, the receipt and sufficiency of which are hereby acknowledged, the parties:

## 1. DEFINITIONS

As used herein the following terms have the following meanings:

"**AAA**" has the meaning set forth in Section 15.3(b).

"**Acceptable Deviation**" has the meaning set forth in the definition of "Fair Market Value."

"**Act**" means the Delaware Limited Liability Company Act, 6 Del.L. § 18-101, et seq., as it may be amended from time to time, and any successor thereto.

"**Additional Member**" means a Person who is admitted into the Company as a Member pursuant to the terms of Section 12.4.

"**Adjusted Capital Account Deficit**" means, with respect to any Member, the deficit balance, if any, in such Member's Capital Account as of the end of the Fiscal Year, after giving effect to the following adjustments:

(i) Credit to such Capital Account any amounts which such Member is treated as being obligated to contribute subsequently pursuant to state law (as determined under Regulations Section 1.704-1(b)(2)(ii)(c)) or is deemed obligated to restore pursuant to the penultimate sentences of Regulations Sections 1.704-2(g)(1) and 1.704-2(i)(5); and

(ii) Debit to such Capital Account the items described in Regulations Sections 1.704-1(b)(2)(ii)(d)(4), 1.704-1(b)(2)(ii)(d)(5), and 1.704-1(b)(2)(ii)(d)(6).

The foregoing definition of Adjusted Capital Account Deficit is intended to comply with the provisions of Regulations Section 1.704-1(b)(2)(ii)(d) and shall be interpreted consistently therewith.

"**Affected Member**" has the meaning set forth in Section 12.9.

"**Affiliate**" means, with respect to any Person, (i) any Person directly or indirectly controlling, controlled by or under common control with such Person, (ii) any Person owning or controlling ten percent (10%) or more of the outstanding voting securities of such Person, or (iii) any entity of which such Person is a managing member or general partner. As used in this definition of "Affiliate," 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. Notwithstanding the foregoing, no stockholder of, nor any Person owning any direct or indirect interest in, HCA shall be considered an Affiliate of HCA Sub or HCA.

"**Agreement**" means this Limited Liability Company Agreement of the Company, as from time to time amended pursuant to Section 15.10.

"**Allocable Share of the Remaining Capital Contribution Amount**" has the meaning set forth in Section 4.2(b).

"**Annual Plan**" has the meaning set forth in Section 8.8.

"**Approval of the Governing Board**" or "**Approved by the Governing Board**" means approval of not less than a majority of the HCA Directors and not less than a majority of the Mission Directors, provided that, if a Member is a Defaulting Member, it shall mean approval of

not less than a majority of Directors appointed by each Member which is not a Defaulting Member.

"**Approval of the Members**" or "**Approved by the Members**" means the approval of those Members who are not Defaulting Members at the time the proposed Company action is being considered for approval.

"**Arbitration Notice**" has the meaning set forth in Section 15.3(b).

"**Bankruptcy**" means, as to any Member, the Member's taking or acquiescing to the taking of any action seeking relief under, or advantage of, any applicable debtor relief, liquidation, receivership, conservatorship, bankruptcy, moratorium, rearrangement, insolvency, reorganization or similar Law affecting the rights or remedies of creditors generally, as in effect from time to time. For the purpose of this definition, the term "acquiescing" shall include, without limitation, the failure to file, within thirty (30) days after its entry, a petition, answer or motion to vacate or to discharge any order, judgment or decree providing for any relief under any such Law.

"**Board Authorized Person**" has the meaning set forth in Section 8.4(b).

"**Business Day**" means any day except Saturday, Sunday and any day which is a legal holiday in the State of North Carolina or the State of Tennessee.

"**Business Plan**" has the meaning set forth in Section 8.5(b).

"**Called Capital Amount**" has the meaning set forth in Section 4.2(a).

"**Capital Account**" has the meaning set forth in Section 4.3.

"**Capital Contribution**" means, in respect of any Member, the amount of all cash or notes, and the fair market value of other property, tangible or intangible, contributed by such Member to the capital of the Company.

"**Capital Contribution Loan**" has the meaning set forth in Section 4.2(a).

"**Capital Commitment**" means, as to any Member at any time, the aggregate amount of capital that a Member has agreed to contribute to the Company, as set forth opposite such Member's name on Exhibit A.

"**Capital Notice**" has the meaning set forth in Section 4.2(a).

"**CEO**" has the meaning set forth in Section 8.3.

"**Chairman**" has the meaning set forth in Section 8.1(c).

"**Code**" means the Internal Revenue Code of 1986, as amended from time to time. All references herein to sections of the Code shall include any provision or corresponding provisions of succeeding Law.

"**Company**" has the meaning set forth in the recitals to this Agreement.

"**Company Minimum Gain**" has the same meaning as "partnership minimum gain" set forth in Regulations Sections 1.704-2(b)(2) and 1.704-2(d).

"**Covered Persons**" has the meaning set forth in Section 8.7(a).

"**Defaulting Member**" has the meaning set forth in Section 4.2(a).

"**Director**" has the meaning set forth in Section 8.1(a).

"**Effective Date**" has the meaning set forth in the preamble to this Agreement.

"**Fair Market Value**" means, as of any measurement date, the price at which the Company, or other asset(s), service(s) or entity(ies) as are required to be valued pursuant to this Agreement (the "**Valuation Subject**"), would be sold (without taking into account any discounts for lack of control or marketability or premiums for control) in a transaction between a willing buyer and a willing seller, neither of which is under any compulsion to buy or sell. The Members may agree on Fair Market Value, in which case such agreement must be confirmed by an independent third-party appraisal by a qualified business appraiser experienced in the valuation of healthcare companies that is mutually agreeable to the Members; provided that, if the Members are unable to agree on Fair Market Value, then it shall be determined by one or more qualified business appraisers experienced in the valuation of healthcare companies using the following process: Mission and HCA Sub shall each select one appraiser no later than twenty (20) days after notice of need for an appraisal is given. Within forty-five (45) days of selection, each appraiser shall determine in good faith the Fair Market Value of the Valuation Subject in accordance with current standards of appraisal practice and shall attest to its methods used. The appraisers shall take into account all assets and liabilities of the Valuation Subject as of the valuation date in determining Fair Market Value. Each appraiser shall supply the other a copy of such appraisal report. If the appraisers mutually agree on a value, that shall be the value. If the lower of the appraised values is at least ninety percent (90%) of the higher appraised value ("**Acceptable Deviation**"), then the average of the appraisals shall be the value. If the appraised values are not within an Acceptable Deviation, then the two appraisers shall, within fifteen (15) days following the completion of their appraisals, select a third appraiser. Within forty-five (45) days of selection, the third appraiser shall determine a value and that value shall be averaged with the nearest appraisal and the average shall be the value. The Member whose appraiser's appraisal is not used shall bear the costs of the third appraisal. Each appraiser shall be an independent certified public accountant or other unaffiliated and unrelated business appraiser who would qualify as an "expert" for business appraisals in a court of law. The failure of a Member to timely select an appraiser shall result in the other Member selecting both appraisers.

"**First Arbitrator**" has the meaning set forth in Section 15.3(b).

"**Fiscal Year**" has the meaning set forth in Section 7.6.

"**FMV Lending Rate**" shall be the interest rate determined to be the fair market lending rate for loans to the Company (given the terms and provisions of the given loan**)** (a) by the Governing Board obtaining a commitment letter from a qualified lender for a comparable loan to the Company or (b) by other means agreed upon by the Members. A "qualified lender" shall mean a corporation or association organized and doing business under the laws of the United States or any state thereof or of the District of Columbia authorized under such laws to engage in lending activities, having a combined capital and surplus of at least $_____, and being subject to supervision or examination by federal, state or District of Columbia authority.

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

"**Governing Board**" has the meaning set forth in Section 8.1.

"**HCA**" means HCA Holdings, Inc., a Delaware corporation, and any successor in interest of such entity.

"**HCA Affiliate**" means any Affiliate of HCA (other than a natural person).

"**HCA Competitor**" means any Person that, directly or indirectly, either (a) receives more than fifteen percent (15%) of its consolidated net revenue from any combination of health care facility services or research services, (b) received more than $50,000,000 in annual net revenue for the most recent Fiscal Year from any combination of health care facility services or research services, provided, in either case, that such Person owns, controls or manages, directly or indirectly, a health care facility or a facility providing health care-related services, or (c) provides insurance to enrollees or accepts, directly or indirectly, delegated risk for the health care of individuals. The term "health care facility" shall include, without limitation, general acute care hospitals, specialty hospitals, comprehensive rehabilitation facilities, rehabilitation agencies, diagnostic imaging centers, inpatient or outpatient psychiatric or substance abuse facilities, ambulatory or other types of surgery centers and home health agencies.

"**HCA Directors**" means the members of the Governing Board elected or appointed from time to time by HCA Sub.

"**HCA Sub**" has the meaning set forth in the preamble to this Agreement.

"**Imputed Underpayment"** means "imputed underpayment" within the meaning of Section 6225 of the Code and the Partnership Audit Procedures, or any similar tax liability pursuant to comparable provisions of any state or local tax Law that is imposed on the Company.

"**Intellectual Property**" means any: (i) inventions (whether or not patentable and whether or not reduced to practice); (ii) patents and all patent applications (including continuations, continuations-in-part, divisionals, provisionals and reissue applications); (iii) trade names, trademarks and service marks (including any word, symbol, trade dress, product configuration, icon, logo or other indicia of origin and all goodwill associated therewith) along with any registrations therefor and applications for registration thereof; (iv) copyrights and any

registrations therefor and applications for registration thereof; (v) processes, methodologies, procedures, confidential information, data and trade secrets; (vi) computer software and source code; and (vii) literary works or other works of authorship, including documentation, reports, drawings, charts, graphics and other written documentation.

"**IP Rights**" means copyrights, patent rights, rights to patent applications (including continuations, continuations-in-part, divisionals, provisionals and reissue applications), trademarks, trade names, service marks, trade secrets and designs of any kind, or any other proprietary rights recognized in any country of the world, whether or not currently perfected, including "*droit moral*" rights, "moral rights of authors" and all other similar rights however denominated throughout the world, in each case to any Intellectual Property.

"**Law**" means all statutes, laws, ordinances, regulations and other pronouncements of any Governmental Authority having the effect of law of the United States, any state or commonwealth of the United States, or any city, county, municipality, department, commission, board, bureau, agency or instrumentality thereof.

"**Liquidator**" has the meaning set forth in Section 14.1.

"**Member Nonrecourse Debt"** has the same meaning as such term "partner nonrecourse debt" set forth in Regulations Section 1.704-2(b)(4).

"**Member Nonrecourse Debt Minimum Gain**" means an amount, with respect to each Member Nonrecourse Debt, equal to the Company Minimum Gain that would result if such Member Nonrecourse Debt were treated as a Nonrecourse Liability, determined in accordance with Regulations Section 1.704-2(i)(3).

"**Member Nonrecourse Deductions**" has the same meaning as such term "partner nonrecourse deductions" set forth in Regulations Section 1.704-2(i)(1).

"**Members**" mean HCA Sub, Mission and all Substituted or Additional Members, but excluding any Person who ceases to be a member of the Company pursuant to this Agreement. "Member" means any one of the Members.

"**Mission**" has the meaning set forth in the preamble to this Agreement.

"**Mission Affiliate**" means any Affiliate of Mission.

"**Mission Directors**" means the members of the Governing Board elected or appointed from time to time by Mission.

"**Net Profits**" and "**Net Losses**" means, for each Fiscal Year, an amount equal to the Company's taxable income or loss for such Fiscal Year, determined in accordance with Code Section 703(a) (for this purpose, all items of income, gain, loss, or deduction required to be stated separately pursuant to Code Section 703(a)(1) shall be included in taxable income or loss), with the following adjustments:

(a) any income of the Company that is exempt from federal income tax and not otherwise taken into account in computing Net Profits or Net Losses shall be added to such taxable income or loss;

(b) any expenditures of the Company described in Code Section 705(a)(2)(B) or treated as Code Section 705(a)(2)(B) expenditures pursuant to Regulations Section 1.704-(1)(b)(2)(iv)(i), and not otherwise taken into account in computing Net Profits or Net Losses shall be subtracted from such taxable income or loss;

(c) if the book value of property is adjusted pursuant to Regulations Sections 1.704-1(b)(2)(iv)(f) or (e), such adjustment shall be taken into account as gain or loss from the disposition of an asset and, in lieu of depreciation as calculated for federal income tax purposes, subsequently such deductions shall be computed in accordance with Regulations Sections 1.704-1(b)(2)(iv)(g)(3) or 1.704-3(d)(2), as the case may be;

(d) Gain or loss resulting from the disposition of an asset having a book value that differs from its adjusted tax basis shall be computed by reference to its book value as reflected in Members' Capital Accounts rather than its adjusted tax basis;

(e) to the extent an adjustment to the tax basis of any Company asset pursuant to Code Section 734(b) or Code Section 743(b) is required pursuant to Regulations Section 1.704-1(b)(2)(iv)(m)(4) to be taken into account in determining Capital Accounts as a result of a distribution other than in liquidation of a Member's interest in the Company, the amount of such adjustment shall be treated as an item of gain (if the adjustment increases the basis of the asset) or loss (if the adjustment decrease the basis of the asset) from the disposition of the asset and shall be taken into account for purposes of computing Net Profits and Net Losses; and

(f) any items which are specially allocated pursuant to Section 5.1 shall not be taken into account in computing Net Profits or Net Losses.

The amount of items of Company income, gain, loss or deduction available to be specially allocated pursuant to Section 5.2 shall be determined by applying rules analogous to those set forth in paragraphs (a) through (d) above.

"**Nonrecourse Deductions**" has the same meaning of such term set forth in Regulations Sections 1.704-2(b)(1) and 1.704-2(c).

"**Nonrecourse Liability**" has the same meaning of such term set forth in Regulations Section 1.704-2(b)(3).

"**Partnership Audit Procedures**" means (i) the provisions of Subchapter C of Subtitle A, Chapter 63 of the Code, as amended by the Bipartisan Budget Act of 2015, P.L. 114-74 (together with any subsequent amendments thereto, proposed, temporary or final regulations promulgated thereunder, and published administrative or judicial interpretations thereof), (ii) any provisions or procedures of any state or local tax Law or taxing authority relating to reporting requirements of the results of a federal partnership audit of the Company or (iii) any provisions or procedures of any state or local tax Law or taxing authority permitting a state or local taxing

authority to conduct an audit of the Company, including an audit unrelated to a federal partnership audit.

"**Permitted Transfer**" means any of the following:

(a) a Transfer of Units to an Affiliate; provided, however, a Transfer of Units owned by Mission or any of its Affiliates to any HCA Competitor shall not be a Permitted Transfer unless approved in writing by the HCA Directors;

(b) a Transfer by HCA Sub of its Units to an entity that is not an Affiliate of HCA Sub in connection with a disposition by HCA of substantially all of the assets or equity interests of HCA's applicable subsidiaries; and

(c) a Transfer by Mission to Dogwood Health Trust, a North Carolina nonprofit corporation.

"**Person**" means any individual, partnership, corporation, limited liability company, trust or other entity.

"**Petitioner**" has the meaning set forth in Section 15.3(b).

"**Purpose**" has the meaning set forth in Section 3.1.

"**QP Addendum**" has the meaning set forth in Section 8.5(b).

"**QP Agreement**" has the meaning set forth in Section 8.5(c).

"**Qualifying Activities**" has the meaning set forth in Section 3.1.

"**Qualifying Project**" has the meaning set forth in Section 3.1.

"**Regulatory Allocations**" has the meaning set forth in Section 5.2.

"**Remaining Capital Contribution Amount**" has the meaning set forth in Section 4.2(b).

"**Respondent**" has the meaning set forth in Section 15.3(b).

"**Restricted Business**" has the meaning set forth in the Asset Purchase Agreement, and such definition is incorporated by reference herein.

"**Restricted Area**" has the meaning set forth in the Asset Purchase Agreement, and such definition is incorporated by reference herein.

"**Reviewed Year**" means "reviewed year" as such term is defined in Section 6225(d)(1) of the Code and the Partnership Audit Procedures, or any comparable provisions of state or local tax Law with respect to a Fiscal Year of the Company to which a partnership-related item being adjusted by a taxing authority relates.

"**Second Arbitrator**" has the meaning set forth in Section 15.3(b).

"**Secretary**" has the meaning set forth in Section 8.1(c).

"**Sharing Percentage**" means, as to a Member, the percentage obtained by dividing the number of Units owned by such Member by the total Units owned by all Members. The Members hereby agree that their Sharing Percentages shall constitute their interests in the Company profits for purposes of determining their respective shares of the Company's "excess nonrecourse liabilities" (within the meaning of Section 1.752-3(a) (3) of the Regulations). The initial aggregate Sharing Percentage of Mission shall be fifty percent (50%) and the initial aggregate Sharing Percentage of HCA Sub shall be fifty percent (50%).

"**SOW**" has the meaning set forth in Section 8.5(b).

"**Substituted Member**" means any Person admitted to the Company pursuant to Section 12.2.

"**Tax-Exempt Member**" means any Member that has tax-exempt status under Section 501(c)(iii) of the Code, including Mission initially and Dogwood Health Trust, a North Carolina nonprofit corporation, if Mission transfers its Units to Dogwood Health Trust in accordance with the terms of this Agreement.

"**Tax Matters Representative**" shall be HCA Sub or an Affiliate appointed by HCA.

"**Tax Proceeding**" has the meaning set forth in Section 7.5.

"**Terminating Event**" means any of the following:

(a) a Member (or its Affiliate) breaches in a material respect Section 12.1 and fails to cure such breach (if curable) within thirty (30) days of receiving written notice of the breach from the Company, Mission (in the case of a breach by HCA Sub) or HCA Sub (in the case of a breach by Mission); or

(b) a Member experiences a Bankruptcy.

"**Termination Notice**" has the meaning set forth in Section 12.9.

"**Third Arbitrator**" has the meaning set forth in Section 15.3(b).

"**Transfer**" means, with respect to any Units, any involuntary or voluntary sale, transfer, distribution, exchange, lease, pledge, assignment, grant of a security interest, gift or other disposition of such Units or the grant of an option or other right to acquire such Units, in each case whether for or without consideration.

"**Treasury Regulations**" or "**Regulations**" means the regulations promulgated by the United States Department of the Treasury pursuant to and in respect of provisions of the Code. All references herein to sections of the Treasury Regulations or the Regulations shall include any

corresponding provision or provisions of succeeding, similar or substitute proposed, temporary or final regulations.

"**Unit Ownership Ledger**" has the meaning set forth in Section 4.2(c).

"**Units**" means the issued and outstanding ownership interests of the Company held by the Members. "Unit" means any one of the Units.

"**Valuation Subject**" has the meaning set forth in the definition of "Fair Market Value."

"**Vice Chairman**" has the meaning set forth in Section 8.1(c).

## 2. FORMATION OF COMPANY

2.1 Formation. The Company was formed in the State of Delaware pursuant to the provisions of the Act by the filing of a Certificate of Formation with the Secretary of State of the State of Delaware on [•]. Except as stated in this Agreement, the Act shall govern the rights and liabilities of the Members.

2.2 Name. The name of the Company is "[•], LLC" and the business of the Company shall be conducted under that name or such other name or names as may be Approved by the Members from time to time.

2.3 Principal Office. The principal office of the Company shall be located at 509 Biltmore Avenue, Asheville, North Carolina 28801 or at such other place or places as the Board may from time to time determine.

2.4 Term. The Company began on the date the Certificate of Formation was filed with the Delaware Secretary of State as provided in Section 2.1, and shall continue until the date on which the Company is dissolved pursuant to Article 13 and thereafter, to the extent provided for by applicable Law, until wound up and terminated pursuant to Article 14.

2.5 Registered Agent and Office. The registered agent of the Company shall be CT Corporation, and the registered office of the Company shall be located at the office of the initial registered agent named in the Certificate of Formation. The registered office or the registered agent, or both, may be changed by the Governing Board from time to time upon filing the statement required by the Act. The Company shall maintain at its registered office such records as may be specified by the Act.

## 3. PURPOSES AND POWERS OF THE COMPANY

3.1 Purposes. The purposes of the Company are to: (i) support innovation in the delivery of healthcare services that improve quality, cost or efficiency of those health care services (subject to the proviso to this sentence, the activities described in this clause (i), the "**Qualifying Activities**"), (ii) invest in companies that engage in Qualifying Activities and that are either (A) located in any of the following counties in the State of North Carolina: Avery, Buncombe, Burke, Cherokee, Clay, Graham, Haywood, Henderson, Jackson, Macon, Madison, McDowell, Mitchell, Polk, Rutherford, Swain, Transylvania and Yancey or (B) not located in

any such county but commit to engage in Qualifying Activities for the benefit of any such county and to employ or engage residents of any such county for that purpose, and (iii) create companies located in western North Carolina that engage in Qualifying Activities (subject to the proviso to this sentence, the activities described in clauses (i), (ii) and (iii), together, the "**Qualifying Projects**" and each, a "**Qualifying Project**"), and (iv) engage in such other lawful business and activities and to do any and all other lawful acts and things that the Governing Board deems necessary, appropriate or advisable from time to time in furtherance of the purposes of the Company as set forth in clauses (i) through (iii) of this Section 3.1 (the "**Purpose**"); provided that, notwithstanding anything to the contrary contained in this Agreement, neither Qualifying Activities nor Qualifying Projects shall include any Restricted Business within the Restricted Area or any Person involved or otherwise engaged in the development, construction, ownership or operation of any Restricted Business within the Restricted Area.

3.2 Powers. Subject to the limitations contained in this Agreement and in the Act, the Purpose may be accomplished by the Governing Board taking any action permitted under this Agreement that is customary or reasonably related to, and not inconsistent with, accomplishing such purpose. Notwithstanding any other provision herein to the contrary, the Company shall not, directly or indirectly through one or more agents or intervening entities, intervene (by publishing of statements, financial or in-kind support or otherwise) in any political campaign on behalf of or in opposition to any candidate for public office, or engage in a substantial amount of lobbying activities (provided that less than 5% of gross revenues, net revenues and expenses shall not be considered substantial).

3.3 Investments in Pass-Through Entities. Notwithstanding anything in this Agreement to the contrary, if the Company, or a Member pursuant to Section 4.2(c), desires to make an investment consistent with the Purpose, but a Tax-Exempt Member reasonably determines based on advice of counsel that its ownership of the investment should be held by a taxable Affiliate of the Tax-Exempt Member, the Governing Board shall review such proposed investment and the tax considerations. If the Governing Board determines such investment should be made, the Members shall select an appropriate structure for such investment acceptable to all Members, including but not limited to, making the investment outside of the Company in equal amounts by a taxable Affiliate of the Tax-Exempt Member and by an HCA Affiliate. Any amount invested by each of the Tax-Exempt Member Affiliate and the HCA Affiliate in such alternative investment structure shall count toward the satisfaction of each Member's Capital Commitment.

## 4. UNITS, CAPITAL CONTRIBUTIONS, LOANS, CAPITAL ACCOUNTS

4.1 Units; Capital Commitments.

(a) Units. The interests of the Members shall be divided into Units. The aggregate amount of Units which the Company has authority to issue shall be determined by the Governing Board from time to time (which determination the Company shall cause to be reflected as an addendum to the Unit Ownership Ledger) and shall initially consist of 50,000,000 Units. All Units issued hereunder shall be uncertificated; provided that the Governing Board may approve a specimen form of certificate and issue to the Members such certificates

specifying the number and type of Units held by each such Member. The Company may issue fractional Units.

(b) Capital Commitments. The cash Capital Commitment of each Member is set forth opposite such Member's name on Exhibit A attached hereto under the heading "Capital Commitment". Each Member shall make Capital Contributions in accordance with Section 4.2 at such times and in such amounts as determined by the Governing Board for the purposes of funding the Purpose, provided that the aggregate Capital Contributions made by a Member shall not exceed its Capital Commitment. No loan made to the Company by any Member shall constitute a Capital Contribution to the Company for any purpose.

4.2 Capital Contributions.

(a) Capital Contributions. If the Governing Board shall determine at any time or from time to time that it is desirable that the Members make Capital Contributions to fund a Qualifying Project or other Purposes, including funding the operation of the Company, then the Governing Board shall give written notice to the Members (the "**Capital Notice**") of the total amount of the necessary Capital Contribution to be funded by all Members (the "**Called Capital Amount**"). In such event, each Member shall contribute an amount equal to the product obtained by multiplying such Member's Sharing Percentage by the Called Capital Amount. A Member's proportionate share of such Called Capital Amount shall be payable by wire transfer in immediately available funds to the bank account of the Company as specified in the Capital Notice within five (5) Business Days after such Member's receipt of the Capital Notice. If a Member fails to contribute all or any portion of such Member's proportionate share of any requested Called Capital Amount (a "**Defaulting Member**"), the non-Defaulting Member shall have the option following the expiration of such five (5) Business Day period to (i) give written notice to the Company requiring the Company to return, and the Company shall return to the non-Defaulting Member within five (5) Business Days of such written notice, the full amount of such non-Defaulting Member's funded Capital Contribution called pursuant to such Capital Notice, if any portion has been funded (and the non-Defaulting Member shall not be required to fund in accordance with such Capital Notice), or (ii) (A) make the Defaulting Member's proportionate share of Called Capital Amount on behalf of the Defaulting Member and/or (B) treat the non-Defaulting Member's Capital Contribution, as well as any share of the Called Capital Amount made on behalf of the Defaulting Member, or any portion of such share, as a loan to the Company (the "**Capital Contribution Loan**") and/or (C) pursue all remedies, including by directing the Company, to compel the Defaulting Member to fund its Capital Contribution (and the Company shall pursue such remedies if the non-Defaulting Member directs the Company to do so). The Capital Contribution Loan shall be payable on demand and shall bear interest at the lesser of the highest rate allowed by law or the prime rate of interest as published in *The Wall Street Journal*, plus five percent (5%). Each Member shall be issued one (1) Unit for every $1.00 of Capital Contribution contributed. The non-Defaulting Member shall provide written notice of such election to the Company and to the Defaulting Member.

(b) Full Capital Contributions. If the Members have not made Capital Contributions in the full amount of their aggregate Capital Commitments by the fifth (5th) anniversary of the Effective Date, then each Member shall be required to contribute the remaining balance of its Capital Commitment (the aggregate unfunded Capital Commitments of

all Members at such time, the "**Remaining Capital Contribution Amount**") on the thirtieth ($30^{th}$) day following such fifth ($5^{th}$) anniversary.

(c) Utilization of Capital Contributions. If the Company fails to use the full amount of the aggregate Capital Commitments of the Members by the fifth (5th) anniversary of the Effective Date to fund investments in Qualifying Projects or otherwise in connection with the Purpose, then notwithstanding anything to the contrary herein, each Member shall be entitled to direct the investment of an amount up to the portion of the Remaining Capital Contribution Amount contributed by such Member pursuant to the foregoing sentence (such amount, such Member's "**Allocable Share of the Remaining Capital Contribution Amount**") in any Qualifying Project, subject to the terms of this Section 4.2(c). Prior to the initiation of any Qualifying Project utilizing such Member's Allocable Share of the Remaining Capital Contribution Amount, the applicable Member shall notify the Governing Board in writing of the details of the Qualifying Project, the proposed project plan (including budget) and expected deliverables, and the proposed QP Addendum governing such Qualifying Project. If the Governing Board does not Approve the QP Addendum within thirty (30) days of submission by the proposing Member, notwithstanding anything to the contrary herein, the proposing Member may adopt and execute, and require the Company to execute, such QP Addendum without Approval of the Governing Board so long as neither the QP Addendum nor the QP Agreement shall require a Member or any of its Affiliates to license, contribute, assign or otherwise transfer any Intellectual Property or any IP rights or otherwise provide services or resources to such Qualifying Project(s) without such Member's written consent. Thereafter, the Members and the Company shall negotiate a QP Agreement in good faith which shall be based upon, and comply with, the provisions of the QP Addendum adopted as set forth in this Section 4.2(c). The non-proposing Member may not challenge or dispute any QP Addendum or withhold approval over any QP Agreement proposed in accordance with this Section 4.2(c). If, by the seventh ($7^{th}$) anniversary of the Effective Date, a Member has not directed the Company to invest the full amount of such Member's Allocable Share of the Remaining Capital Contribution Amount, the other Member shall have the right to direct the Company to invest any remaining balance in Qualifying Project(s) subject to complying with the terms set forth in this Section 4.2(c).

(d) Unit Ownership Ledger. The Company shall create and maintain a ledger (the "**Unit Ownership Ledger**"), a copy of which as in effect on the date of this Agreement is attached hereto as Exhibit A, setting forth the name of each Member, the number of Units held of record by each such Member, such Member's Capital Commitment and the amount of the Capital Contribution made (or deemed to have been made) with respect to the Units. Upon any change in the number or ownership of outstanding Units (whether upon an issuance of Units, a Transfer of Units, a cancellation of Units or otherwise) or withdrawal of a Member or admission of a new Member (in each case in accordance with the terms of this Agreement), the Company shall amend and update the Unit Ownership Ledger. After written request from a Member, the Company shall deliver a copy of the then current Unit Ownership Ledger to such requesting Member. Absent manifest error, the ownership interests recorded on the Unit Ownership Ledger shall be conclusive record of the Units that have been issued and are outstanding. Each Member named in the Unit Ownership Ledger has made (or shall be deemed to have made) Capital Contributions to the Company as set forth in the Unit Ownership Ledger in exchange for the Units specified in the Unit Ownership Ledger. Any reference in this Agreement to the Unit

Ownership Ledger shall be deemed a reference to the Unit Ownership Ledger as amended and in effect from time to time.

4.3 Capital Accounts. A Capital Account (herein so called) shall be established and maintained for each Member for the full term of this Agreement in accordance with the capital account maintenance rules of Section 1.704-1(b)(2)(iv) of the Regulations. Each Member shall have only one Capital Account, regardless of the number or classes of Units or other interests in the Company owned by such Member and regardless of the time or manner in which such Units or other interests were acquired by such Member. Pursuant to the basic capital accounting rules of Section 1.704-1(b)(2)(iv) of the Regulations, the balance of each Member's Capital Account shall be:

(a) Increased by the amount of money contributed by such Member (or such Member's predecessor in interest) to the capital of the Company pursuant to this Article 4 and decreased by the amount of money distributed to such Member (or such Member's predecessor in interest) pursuant to Article 6;

(b) Increased by the fair market value of each property (determined without regard to Section 7701(g) of the Code) contributed by such Member (or such Member's predecessor in interest) to the capital of the Company pursuant to this Article 4 (net of all liabilities secured by such property that the Company is considered to assume or take subject to under Section 752 of the Code) and decreased by the fair market value of each property (determined without regard to Section 7701(g) of the Code) distributed to such Member (or such Member's predecessor in interest) by the Company pursuant to Article 6 or 15 (net of all liabilities secured by such property that such Member is considered to assume or take subject to under Section 752 of the Code);

(c) Increased by the Member's distributive share of Net Profits and any items in the nature of income or gain that are specially allocated pursuant to Section 5.2;

(d) Decreased by the Member's share of Net Losses and any items in the nature of expense or loss that are specially allocated pursuant to Section 5.2; and

(e) Otherwise adjusted in accordance with the other capital account maintenance rules of Section 1.704-1(b)(2)(iv) of the Regulations. These provisions relating to the maintenance of Capital Accounts are intended to comply with Section 1.704-1(b) of the Regulations and shall be interpreted and applied in a manner consistent with such Regulations.

4.4 Additional Provisions Regarding Capital Accounts.

(a) If a Member pays any Company indebtedness, such payment shall be treated as a cash contribution by that Member to the capital of the Company, and the Capital Account of such Member shall be increased by the amount so paid by such Member, provided, that no Member shall be permitted to pay any Company indebtedness and treat such payment as a Capital Contribution without the Approval of the Governing Board.

(b) Except as otherwise provided herein, no Member may contribute capital to, or withdraw capital from, the Company. To the extent any monies which any Member is

entitled to receive pursuant to the Agreement would constitute a return of capital, each of the Members consents to the withdrawal of such capital.

(c) A loan by a Member to the Company shall not be considered a contribution of money to the capital of the Company, and the balance of such Member's Capital Account shall not be increased by the amount so loaned. No repayment of principal or interest on any such loan, reimbursement made to a Member with respect to advances or other payments made by such Member on behalf of the Company or payments of fees to a Member which are made by the Company shall be considered a distribution or return of capital or in any manner affect the balance of such Member's Capital Account. No Member shall make a loan to the Company unless such loan is authorized pursuant to the provisions of this Agreement.

(d) No Member with a deficit balance in its Capital Account shall have any obligation to the Company or any other Member to restore said deficit balance. In addition, no venturer or partner in any Member shall have any liability to the Company or any other Member for any deficit balance in such venturer's or partner's capital account in the Member in which it is a partner or venturer. Furthermore, a deficit Capital Account balance of a Member (or a capital account of a partner or venturer in a Member) shall not be deemed to be a liability of such Member (or of such venturer or partner in such Member) or a Company asset or property. The provisions of this Section 4.4(d) shall not affect any Member's obligation to make Capital Contributions to the Company that are required to be made by such Member pursuant to this Agreement.

(e) Except as otherwise provided herein, no interest shall be paid on any capital contributed to the Company or the balance in any Member's Capital Account.

(f) All of the provisions of this Agreement relating to the maintenance of Capital Accounts are intended to comply with Section 1.704-1(b) of the Regulations, and shall be interpreted and applied in a manner consistent with such Regulations. If the Governing Board determines that it is prudent to modify the manner in which the Capital Accounts, or any debits or credits thereto (including, without limitation, debits or credits relating to liabilities that are secured by contributed or distributed property or that are assumed by the Company or any of the Members) are computed in order to comply with the Regulations, the Governing Board may make such modifications, provided that such modifications are not likely to have a material effect on the amounts distributable to any Member from the Company. The Governing Board shall also make appropriate modifications in the event unanticipated events might otherwise cause this Agreement not to comply with Section 1.704-1(b) of the Regulations.

4.5 Loans. Subject to the Approval of the Governing Board or as provided in Section 4.2, any Member may lend money to the Company. If any Member makes any loan or loans to the Company, the amount of any such loan shall not be treated as a contribution to the capital of the Company but shall be a debt due from the Company. Any Member's loan to the Company shall be repayable out of the Company's cash and shall bear interest at the lesser of the highest rate allowed by law or the FMV Lending Rate. None of the Members nor any of their Affiliates shall be obligated to loan money to the Company.

4.6 Member Services and Resources. Each Member shall be compensated for the fair market value of any services or resources (as mutually agreed by the Governing Board and the applicable Member) contributed or provided to the Company. No Member shall be required to provide services or resources to the Company without such Member's consent. Services or resources provided by any Member in accordance with this Section 4.6 shall not constitute contributions to the Company.

## 5. ALLOCATIONS

5.1 Allocations of Net Profits and Net Losses.

(a) After giving effect to the special allocations set forth in Section 5.2, all Net Profits or Net Losses of the Company, and all items of income, gain, deduction and loss entering into the determination of such Net Profits or Net Losses, shall be allocated among the Members in accordance with their Sharing Percentages.

(b) Notwithstanding the foregoing, upon the Company's liquidation, or sale of all, or substantially all of its assets, all items of income, gain, deduction and loss will be specifically allocated among the Members so as to cause each Member's ending Capital Account balance, as a percentage of all Capital Account balances, to equal its Sharing Percentage, to the extent practicable.

5.2 Regulatory and Special Allocations. Notwithstanding the provisions of Section 5.1, the following regulatory and special allocations, will be made in the order prescribed in the applicable Regulations under Code Section 704 (the "**Regulatory Allocations**"):

(a) Minimum Gain Chargeback. Except as otherwise provided in Regulations Section 1.704-2(f), notwithstanding any other provision of this Article 5, if there is a net decrease in Company Minimum Gain during any Fiscal Year, each Member shall be specifically allocated items of Company income and gain for such Fiscal Year (and, if necessary, subsequent Fiscal Years) in an amount equal to the Member's share of the net decrease in Company Minimum Gain as determined in accordance with Regulations Section 1.704-2(g). Allocations made in accordance with the previous sentence shall be made in proportion to the respective amounts required to be allocated to each Member pursuant thereto. The items allocated under this Section 5.2(a) shall be determined in accordance with Regulations Sections 1.704-2(f)(6) and 1.704-2(j)(2). This Section 5.2(a) is intended to comply with the minimum gain chargeback requirement in Regulations Section 1.704-2(f) and shall be interpreted consistently therewith.

(b) Member Minimum Gain Chargeback. Except as otherwise provided in Regulations Section 1.704-2(i)(4), notwithstanding any other provision of this Article 5, if there is a net decrease in Member Nonrecourse Debt Minimum Gain attributable to a Member Nonrecourse Debt during any Fiscal Year, each Member who has a share of the Member Nonrecourse Debt Minimum Gain attributable to such Member Nonrecourse Deduction as determined in accordance with Regulations Section 1.704-2(i)(5), shall be specifically allocated items of Company income and gain for such Fiscal Year (and, if necessary, subsequent Fiscal Years) in an amount equal to the Member's share of the net decrease in Member Nonrecourse Debt Minimum Gain attributable to such Member Nonrecourse Debt, as determined in

accordance with Regulations Section 1.704-2(i)(4). Allocations made in accordance with the previous sentence shall be made in proportion to the respective amounts required to be allocated to each Member pursuant thereto. The items allocated under this Section 5.2(b) shall be determined in accordance with Regulations Sections 1.704-2(i)(4) and 1.704-2(j)(2). This Section 5.2(b) is intended to comply with the minimum gain chargeback requirement in Regulations Section 1.704-2(i)(4) and shall be interpreted consistently therewith.

(c) Qualified Income Offset. If any Member unexpectedly receives a distribution, allocation, or adjustment described in Regulations Sections 1.704-1(b)(2)(ii)(d)(4), 1.704-1(b)(2)(ii)(d)(5), or 1.704-1(b)(2)(ii)(d)(6), items of Company income and gain shall be made specifically to each such Member in an amount and manner sufficient to eliminate, to the extent required by the Regulations, the Adjusted Capital Account Deficit of each such Member as quickly as possible. An allocation made pursuant to this Section 5.2(c) shall be made only if and to the extent that, each such Member would have an Adjusted Capital Account Deficit after all other allocations provided for in this Agreement have been tentatively made as if this Section 5.2(c) were not in the Agreement.

(d) Member Nonrecourse Deductions. In accordance with Regulations Section 1.704-2(i)(1), any Member Nonrecourse Deductions for any Fiscal Year shall be specifically allocated to the Member who bears the economic risk of loss with respect to the Member Nonrecourse Debt to which such Member Nonrecourse Deductions are attributable.

(e) Nonrecourse Deductions. Nonrecourse Deductions for any Fiscal Year shall be specifically allocated among the Members in proportion to the Members' Sharing Percentage. Solely for purposes of determining a Member's proportionate share of the "excess nonrecourse liabilities" of the Company within the meaning of Regulations Section 1.752-3(a)(3), the Members' interests in Company profits are in proportion to their Sharing Percentage.

(f) Loss Limitation. The Net Losses allocated pursuant to Section 5.1(a) shall not exceed the maximum amount of Net Losses that can be so allocated without causing any Member to have an Adjusted Capital Account Deficit. All Net Losses in excess of the limitation shall be allocated to the other Members in proportion to their relative Sharing Percentages so as to allocate the maximum permissible Net Losses to each Member under Regulations Section 1.704-1(b)(2)(ii)(d).

(g) Curative Allocations. If any special allocation of gain, income, loss or deduction is made pursuant to the Regulatory Allocations with respect to one or more Members, then gross income, gain, loss and deduction shall be allocated by the Governing Board, subject to the approval of the Governing Board, to the extent permitted by Regulations Section 1.704-1 and Code Section 704 and related provisions, in whatever manner they determine appropriate so that, after such offsetting allocations are made, each Member's Capital Account balance is, to the extent possible, equal to the Capital Account balance such Member would have had if no Regulatory Allocations were made. In exercising their discretion under this Section 5.2(g), the Governing Board shall take into account future Regulatory Allocations under Sections 5.2(a) and (b) that, although not yet made, are likely to offset other Regulatory Allocations previously made under Sections 5.2(d) and (e).

(h) Interpretation. The allocation provisions of the Agreement are intended to comply with Regulations Sections 1.704-1(b), 1.704-2 and 1.704-3 and any successor regulations and shall be defined and interpreted consistently with this intention and the Governing Board shall make such special allocations determined necessary by the Governing Board for the allocations of income and loss to be respected for federal income tax purposes pursuant to Regulations Section 1.704-1(b) and 1.704-2.

(i) Section 754 Adjustments. To the extent an adjustment to the adjusted tax basis of any Company asset, pursuant to Code Section 734(b) or Section 743(b) is required, pursuant to Regulations Section 1.704-1(b)(2)(iv)(m)(2) or Section 1.704-1(b)(2)(iv)(m)(4), to be taken into account in determining Capital Accounts, the amount of such adjustment to Capital Accounts shall be treated as an item of gain (if the adjustment increases the basis of the asset) or loss (if the adjustment decreases such basis) and such gain or loss shall be specially allocated to the Members in accordance with their interests in the Company in the event Regulations Section 1.704-1(b)(2)(iv)(m)(2) applies, or to the Member to whom such distribution was made in the event Regulations Section 1.704-1(b)(2)(iv)(m)(4) applies.

5.3 Code Section 704(c) Allocations. Income, gain, loss and deduction as computed for income tax purposes with respect to Company property subject to Code Section 704(c) shall be allocated in accordance with said Code Section and/or Regulations Sections, as the case may be, using any reasonable method permitted by Regulations Sections 1.704-3 that is selected by the Governing Board. Allocations made pursuant to this Section 5.3 shall not affect the Capital Accounts of the Members.

5.4 Allocations in Case of Transfers. Except as provided below, Net Profits, Net Losses, and items of income, gain, deduction and loss allocable to any Member whose Units have been Transferred, in whole or in part, during any Fiscal Year shall be allocated among the persons who were the holders of such Units during such year in proportion to their respective holding periods, without separate determination of the results of the Company operations during such periods. Net Profits, Net Losses, and items of income, gain, deduction and loss, attributable to a sale or other disposition of all or any portion of the assets of the Company shall be allocated to those Members who were Members at the time of the occurrence of the disposition giving rise to such Net Profits, Net Losses and items of income, gain, deduction and loss. Notwithstanding the preceding, if the Governing Board determines an allocation of income, gain, deduction or loss based on the proportionate holding period is manifestly unfair, the Company may use a closing of the books method effective as of the first day of the month in which the Transfer occurs.

5.5 Modification. The Governing Board may modify the provisions of this Article 5 or any other provisions of this Agreement without the consent of the Members if, after consultation with counsel to the Company, the Governing Board determines that such modification is necessary to: (a) cause the allocations contained in this Article 5 to have substantial economic effect or otherwise be respected for federal income tax purposes under Section 704 of the Code or the Regulations thereunder; (b) cause the allocation of Net Profits and Net Losses or items of income, gain, deduction or loss under Section 5.1 to conform, in accordance with the requirements of Section 704 of the Code and the Regulations thereunder, to the distributions provided in Section 6.1; or (c) cause the provisions of the Agreement to comply with any

applicable legislation, regulation or rule enacted or promulgated after the date of this Agreement related to the tax attributes of the Company. Any such amendment shall be so as to cause the least significant deviation from the provisions of this Agreement as originally set forth.

5.6 Notice to Members of Changes in Allocations. The Company shall notify each Member in writing prior to making any change in allocations or modifications to the provisions of this Article 5 as contemplated herein, specifying the proposed change or modification to be made.

## 6. DISTRIBUTIONS

6.1 Distribution of Excess Cash. Except as may be otherwise provided in Section 14.3, or as may otherwise be prohibited or required by applicable Law, the Governing Board may determine in its reasonable judgment to what extent (if any) the Company's cash on hand exceeds its current and anticipated needs, including, without limitation, for operating expenses, debt service, capital expenditures, and a reasonable contingency reserve consistent with the capital and operating budgets of the Company. If the Governing Board determines that such an excess exists, the Governing Board may cause the Company to distribute such excess to the Members pro rata in accordance with their respective Sharing Percentages on a quarterly basis. Additionally, the Governing Board will make distributions of any such excess cash in accordance with any cash distribution policy that has received Approval of the Governing Board.

## 7. BANK ACCOUNTS, BOOKS OF ACCOUNT, TAX COMPLIANCE AND FISCAL YEAR

7.1 Bank Accounts; Investments. The Company shall participate in HCA's cash management system. All cash proceeds from the Company's operations shall be swept to sweep bank accounts held by HCA or its Affiliates with appropriate accounting on the Company's books. Positive balances in such accounts shall (a) be credited with interest on the average of the prior month's beginning and ending balance at a rate per annum equal to the 30-day discount rate for commercial paper issued by AA-rated nonfinancial companies as published weekly on the Internet Home Page of the Federal Reserve Board at www.federalreserve.gov/releases/cp (or similar publication if such cite is no longer published) as of the last day of the month preceding the month in which interest is to be paid and (b) be available on a daily basis to timely pay the Company's payables and other liabilities. Interest payable to the Company pursuant to HCA's cash management system shall be calculated on the basis of a year of 365 days for the actual number of days elapsed. Such funds shall be commingled with other HCA funds and may be used for other HCA purposes. If the Company's positive balances in such accounts at any given time are not sufficient to cover the expenses of the Company from time-to-time, HCA may advance funds to the Company (with interest accruing at the FMV Lending Rate), in such amount as HCA shall determine in its sole discretion, subject to Approval of the Governing Board.

7.2 Books and Records. The Company shall keep books of account and records relative to the Company's business. The books shall be prepared in accordance with generally accepted accounting principles using the accrual method of accounting. The accrual method of accounting shall also be used by the Company for income tax purposes. The Company's books and records

shall at all times be maintained at the principal business office of the Company or its accountants (and to the extent required by the Act, at the registered office of the Company) and shall be available for inspection by the Members or their duly authorized representatives during reasonable business hours. The books and records shall be preserved for four years after the term of the Company ends.

7.3 Determination of Profit and Loss; Audited Financial Statements and Other Reports.

(a) All items of Company income, expense, gain, loss, deduction and credit shall be determined with respect to, and allocated in accordance with, this Agreement for each Member for each Company Fiscal Year.

(b) The Governing Board shall cause the Company to prepare and deliver, to the Members, at the Company's expense, the following reports:

(i) within sixty (60) days after the end of each fiscal quarter, an unaudited financial statement of the Company for such fiscal quarter, including, without limitation, a balance sheet, profit and loss statement, statement of cash flows and statement of the balances in the Members' Capital Accounts, prepared in accordance with the terms of this Agreement and generally accepted accounting principles as consistently applied by the Company; and

(ii) within one hundred twenty (120) days after the end of each Fiscal Year, audited financial statements of the Company for the preceding Fiscal Year, including, without limitation, a balance sheet, profit and loss statement, statement of cash flows and statement of the balances in the Members' Capital Accounts, prepared in accordance with the terms of this Agreement and generally accepted accounting principles as consistently applied by the Company; and

(iii) within ninety (90) days after the end of each fiscal quarter and within one hundred twenty (120) days after the end of each Fiscal Year, a report detailing the status and performance of each Qualifying Project which the Company pursued during such Fiscal Year, together with a report of prospective Qualifying Projects being considered by the Governing Board for the subsequent Fiscal Year.

Such reports of the Company shall be available for inspection and copying during ordinary business hours at the reasonable request of any Member, and will be furnished to all Members promptly following their completion. The Governing Board shall cause the Company to deliver to each Member with reasonable promptness, such other information and financial data concerning the Company and its Qualifying Projects as such Member may from time to time reasonably request.

7.4 Tax Returns and Information. The Members intend for the Company to be treated as a partnership for tax purposes. The Company shall prepare or cause to be prepared all federal, state and local income and other tax returns which the Company is required to file and shall furnish such returns to the members, together with any other information which any Member may reasonably request relating to such returns, within the time required by Law (including any applicable extension periods available under the Code).

7.5 Tax Matters Representative and Tax Audits.

(a) The Tax Matters Representative shall be the "partnership representative" of the Company within the meaning of Section 6223(a) of the Code (and any analogous state and local tax Laws). The Tax Matters Representative shall designate a qualifying individual through whom it will act as the Tax Matters Representative in the manner prescribed by the Partnership Audit Procedures. The Tax Matters Representative shall have all of the powers and authority granted to such Person under the Code, and any analogous state and local Laws. If any state or local Law provides for a tax matters partner, partnership representative or other Person having similar rights, powers, authority or obligations, the Tax Matters Representative shall also serve in such capacity for the applicable Fiscal Years of the Company. The Tax Matters Representative shall represent the Company in any claim, action, audit, hearing, investigation, litigation, suit or other similar proceeding by or before any taxing or governmental authority involving (i) any tax matters of the Company or (ii) a Member (including a former Member) relating to tax matters of the Company (a "Tax Proceeding") to the extent allowed by Law or this Agreement. The Tax Matters Representative, as long as it is a Member, shall have the authority to execute all tax returns and tax elections on behalf of the Company. If the Tax Matters Representative is not a Member, the Governing Board shall appoint a Member to execute any tax returns and tax elections on behalf of the Company. The Tax Matters Representative may retain, at the Company's expense, such outside counsel, accountants and other professional consultants as it may reasonably deem necessary in the course of fulfilling its obligations as the Tax Matters Representative. If for any reason the Tax Matters Representative can no longer serve in such capacity, including as a result of withdrawal from the Company, the Members shall designate another Person to be the Tax Matters Representative to the extent permitted by the Partnership Audit Procedures and any analogous state and local tax Laws.

(b) The Company shall indemnify and reimburse the Tax Matters Representative (i) for all costs and expenses, including legal and accounting fees, claims, liabilities, losses and damages, incurred in connection with any Tax Proceeding solely by virtue of being the Tax Matters Representative, and (ii) against any and all loss, liability, cost or expense, including judgments, fines, amounts paid in settlement and attorney fees and expenses, incurred by the Tax Matters Representative in any other civil, criminal or investigative proceeding in which the Tax Matters Representative is involved or threatened to be involved solely by virtue of being the Tax Matters Representative or its involvement in any tax matters of the Company, except such loss, liability, cost or expense arising by virtue of the Tax Matters Representative's gross negligence, fraud, malfeasance, breach of fiduciary duty or intentional misconduct. The payment of all such costs and expenses shall be made before any distributions are made to any Members. Except as otherwise provided in this Agreement, no Member, nor any other Person, shall have any obligation to provide funds for such purpose.

(c) The Tax Matters Representative may, after consultation with the Governing Board, if permitted by the Code or other applicable Law, cause the Company to elect out of the application of the Partnership Audit Procedures for each Fiscal Year of the Company. The Members shall provide the Company with such information as is reasonably necessary to make such election. The Tax Matters Representative shall provide notice to all Members of such election out of the Partnership Audit Procedures as required by the Code or other applicable Law. If the Company elects out of the application of the Partnership Audit Procedures for any

Fiscal Year of the Company, each Member (including each former Member) agrees that if such Member is notified of any Tax Proceeding involving such Member for that Fiscal Year, such Member shall timely provide a copy of such Tax Proceeding notice to the Tax Matters Representative. Each Member (including each former Member) hereby agrees to cooperate with the Tax Matters Representative in connection with such Tax Proceeding, including, but not limited to, (i) keeping the Tax Matters Representative reasonably informed of the progress of such Tax Proceeding, (ii) providing the Tax Matters Representative with copies of any material documents or agreements relating to such Tax Proceeding, (iii) allowing the Tax Matters Representative to participate in such Tax Proceeding and (iv) not entering into any settlement or compromise of such Tax Proceeding without first notifying the Tax Matters Representative. Any participation by the Tax Matters Representative in a Tax Proceeding of a Member (or former Member) shall be limited solely to the tax matters related to the Company and shall be at the sole cost and expense of the Company. Any payment of such costs and expenses shall be made before any distributions are made to any Members. Each Member (or former Member) may request from the Tax Matters Representative information reasonably necessary for such Member to file an amended return for the Member's tax year(s) under tax audit, and the Tax Matters Representative shall use commercially reasonable efforts to provide such information to a requesting Member.

(d) If an election out of the application of the Partnership Audit Procedures is not made for a Fiscal Year and a tax audit of the Company under the Partnership Audit Procedures results in a proposed deficiency for such Fiscal Year, the Tax Matters Representative may make any elections in good faith, taking into account the results of such election on each of the Members, under the Partnership Audit Procedures, including, but not limited to, the election described in Section 6226 of the Code and any comparable election under state or local Law and the adjustment procedures of Section 6225 of the Code (including the amended return and/or pull-in method to the extent partners participate therein). The Tax Matters Representative will inform the Members of the start of any tax audit under the Partnership Audit Procedures and provide periodic updates on the status of such audit. Each Member (including any former Member) hereby agrees to timely provide to the Tax Matters Representative such information as the Tax Matters Representative reasonably requests in connection with a Company tax audit under the Partnership Audit Procedures in order for the Tax Matters Representative to minimize any Imputed Underpayment and to evaluate any elections available to the Company under the Partnership Audit Procedures. Such information shall include, but not be limited to, (i) if such Member is an entity, providing the Tax Matters Representative with the type of entity, its federal income tax classification, the names of its direct and indirect owners and, if such direct or indirect owners are entities, with the types of entities and their respective federal income tax classifications, (ii) taxpayer identification numbers, and (iii) any relevant state tax information or filings. Each Member or former Member may, at its, his or her election, request from the Tax Matters Representative information reasonably necessary for such Member to file an amended return for the Reviewed Year as contemplated by the Partnership Audit Procedures, and the Tax Matters Representative shall use commercially reasonable efforts to provide such information to a requesting Member. If a Member of the Company during the Reviewed Year was a "tax-exempt entity" within the meaning of Section 6225(c)(3) of the Code and the Partnership Audit Procedures, such tax-exempt Member shall timely provide to the Tax Matters Representative the required documentation, in the form and manner prescribed by the Partnership Audit Procedures, to establish that the tax-exempt Member would not have been subject to tax with respect to the

portion of the Imputed Underpayment allocable to such tax-exempt Member for the Reviewed Year.

(e) The Company shall make any payments of Imputed Underpayment, taxes, penalties and interest thereon, or any similar amounts imposed at the Company level resulting from the final resolution of a Tax Proceeding of the Company as a partnership for tax purposes, that it is required to make under the Partnership Audit Procedures or other applicable Law (the "Tax Payment Amount"). The Tax Payment Amount shall be allocated by the Tax Matters Representative among the Persons who were Members of the Company for the Reviewed Year in a manner that reflects such Persons' respective interests in the Company for the Reviewed Year, adjusted by taking into account any tax attributes or actions taken by such Persons that resulted in a reduction in the Imputed Underpayment. For the avoidance of doubt, if any Member or former Member provides information to the Tax Matters Representative regarding its tax attributes or its amended tax return for the Reviewed Year that directly results in a reduction in the Imputed Underpayment (including, without limitation, information showing that such Member was a "tax-exempt entity" within the meaning of Section 6225(c)(3) of the Code and Partnership Audit Procedures), such Member or former Member shall receive credit for such reduction in determining its share, if any, of the remaining Imputed Underpayment.

(f) The portion of the Tax Payment Amount allocated to a Member pursuant to subsection (e) above, if any, shall, at the election of the Tax Matters Representative in its sole and absolute discretion either (i) be treated as a distribution to such Member and shall reduce, dollar for dollar, the next distribution of cash otherwise distributable to such Member under this Agreement or (ii) be required to be paid by such Member to the Company upon thirty (30) days written notice from the Tax Matters Representative. The portion of the Tax Payment Amount allocated to a former Member shall be paid in immediately available funds by such former Member to the Company upon thirty (30) days written notice from the Tax Matters Representative demanding such payment. Any Member (or former Member) that does not timely pay their portion of the Tax Payment Amount, shall, in addition to such Tax Payment Amount, also be liable for any collection costs and expenses incurred by the Company (including reasonable attorney fees and expenses), plus interest on such Tax Payment Amount at the Federal Midterm Rate as determined annually. For the avoidance of doubt, any amounts payable by any Member (or former Member) with respect to such Tax Payment Amount shall not be treated as a Capital Contribution.

(g) Each Member agrees that any action taken by the Tax Matters Representative in connection with any Tax Proceeding of the Company or any other matters relating to taxes of the Company shall be binding upon such Member and such Member shall not independently act with respect to any Tax Proceeding affecting the Company, unless previously authorized to do so in writing by the Tax Matters Representative, which authorization shall not be unreasonably withheld, delayed or conditioned.

(h) The obligations of the Members and the Tax Matters Representative under this Section 7.5 shall survive a Member ceasing to be a Member, the termination, dissolution, liquidation and winding up of the Company or the transfer or redemption of all or any portion of a Member's interest in the Company. If the Company has terminated, this Section 7.5 shall be applied as if the Company continued to exist to the extent possible under applicable Law. If the

Partnership Audit Procedures are changed, revised or modified, the Tax Matters Representative shall have all of the rights, authority and power to interpret and act upon such changes to the maximum extent permitted in applying the provisions of this Section 7.5.

(i) If the Company itself is allocated an Imputed Underpayment as a result of an election made pursuant to Section 6226 of the Code (or comparable state or local Law) by an entity classified as a partnership for tax purposes of which the Company is itself a partner of such entity for tax purposes, the Tax Matters Representative may make any elections under the Partnership Audit Procedures with respect to such adjustment and Imputed Underpayment, including, but not limited to, any election under Section 6226 of the Code and any comparable election under state or local tax Law, in its sole and absolute discretion. If such allocation results in the Company making a Tax Payment Amount, the Tax Matters Representative may take any actions in connection with such Tax Payment Amount as provided for in this Section 7.5.

7.6 Fiscal Year. The Company fiscal year shall be the calendar year (the "**Fiscal Year**").

## 8. MANAGEMENT OF THE COMPANY

8.1 Governing Board.

(a) Management by Governing Board. The business and affairs of the Company shall be managed by or under the direction of a board of directors (the "**Governing Board**" and each member of the Board, a "**Director**"). All actions of the Company shall require the Approval of the Governing Board, except to the extent of powers and responsibilities delegated by Approval of the Governing Board to the Company's CEO, Officers and employees or Board Authorized Persons. Directors need not be Members. Each Director shall be a natural person. Except as otherwise provided herein, the Board shall have full, exclusive and complete discretion to manage and control the business and affairs of the Company, to make all decisions affecting the business and affairs of the Company and to take all such actions as it deems necessary or appropriate to accomplish the Purpose, including to exercise all of the powers of the Company set forth in Section 3.2. Each person named as a Director herein or subsequently designated as a Director is hereby designated as a "manager" (within the meaning of the Act) of the Company. Notwithstanding the last sentence of Section 18-402 of the Act, all responsibilities granted to the Governing Board under this Agreement shall be exercised by the Governing Board as a body by Approval of the Governing Board, and a Director, acting alone, shall not have the authority to act on behalf of the Governing Board.

(b) Board Composition. The Governing Board shall be comprised of six (6) Directors. The names of the initial Directors are set forth on Exhibit B annexed hereto and such Exhibit B may be amended from time to time, in order to reflect the identifies of the HCA Directors or the Mission Directors, as applicable, upon delivery of written notice by HCA or Mission to the other.

(i) HCA Sub shall have the right to appoint, and to remove, three (3) Directors. Each HCA Director shall serve until such HCA Director's resignation, removal by HCA Sub or death. HCA Sub shall have the sole right to fill all vacancies of HCA Directors.

(ii) Mission shall have the right to appoint, and to remove, three (3) Directors. Each Mission Director shall serve until such Mission Director's resignation, removal by Mission or death. Mission shall have the sole right to fill all vacancies of Mission Directors.

Directors shall be entitled to such compensation and reimbursement of expenses as the Member who elected them shall determine appropriate, such compensation and reimbursement to be borne by the Member making such determination.

(c) Appointment of Officers of the Governing Board. The Governing Board shall have a Chairman of the Governing Board, a Vice Chairman of the Governing Board, and a Secretary of the Governing Board. Such Persons shall be selected as set forth below. Each such Person shall hold office until his or her successor shall have been appointed or until his or her earlier death, resignation or removal. Any resignation of an officer shall take effect at the date of the receipt of notice thereof by the Governing Board or any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation by the Governing Board shall not be necessary to make it effective.

(i) Chairman of the Governing Board. The Chairman of the Governing Board (the "**Chairman**") shall be selected and may be removed by Approval of the Governing Board. The Chairman shall be a Director and shall preside over all the meetings of the Governing Board. The Chairman shall alternate every two (2) years between a Mission Director and an HCA Director. The first Chairman shall be a Mission Director.

(ii) Vice Chairman of the Governing Board. The Vice Chairman of the Governing Board ("**Vice Chairman**") shall be selected and may be removed by the Directors appointed by the Member whose Director is not the Chairman, provided that if such Member is a Defaulting Member, then the Vice Chairman shall be selected and may be removed by the Directors appointed by the non-Defaulting Member. The Vice Chairman shall be a Director and shall fulfill the duties of the Chairman in his or her absence or inability to act.

(iii) Secretary of the Governing Board. The Secretary of the Governing Board (the "**Secretary**") shall be selected and may be removed by the Governing Board. The Secretary shall be a Director and shall maintain the records of the Governing Board and perform such other duties generally associated with the office, as requested by the Chairman of the Governing Board.

(d) Meetings of the Governing Board. The Governing Board shall hold regular meetings on at least a quarterly basis. In addition, each member of the Governing Board shall be available at all reasonable times to consult with other members of the Governing Board on matters relating to the duties of the Governing Board. In addition to the regular meetings of the Governing Board, special meetings of the Governing Board shall be held at the call of the Chairman of the Governing Board or any two (2) Directors (requesting such meeting through the Chairman of the Governing Board), upon not less than five (5) Business Days prior written notice to the members of the Governing Board, such notice specifying all matters to come before the Governing Board for action at such meeting. The presence of any member of the Governing Board at a meeting shall constitute a waiver of notice of the meeting with respect to such member. The members of the Governing Board may, at their election, participate in any regular

or special meeting by means of conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other. A member's participation in a meeting pursuant to the preceding sentence shall constitute presence in person at such meeting for all purposes of this Agreement. A minimum of all six (6) of the Directors is required to constitute a quorum for transaction of business at any meeting of the Governing Board, provided that (i) in the event that one (1) Mission Director and one (1) HCA Director has waived the forgoing quorum requirement, four (4) Directors of the Governing Board (but no more or less than four (4) Directors) may meet and constitute a quorum so long as two (2) Mission Directors and two (2) HCA Directors are present at such meeting, (ii) in the event that a Member is a Defaulting Member at such time, a minimum of two (2) Directors appointed by the non-Defaulting Member may meet and constitute a quorum. Only Approval of the Governing Board at a meeting at which a quorum is present shall be the act of the Governing Board. A member of the Governing Board may vote either in person or by proxy executed in writing by the member of the Governing Board. A facsimile, email or similar transmission by the Director or a photographic, photostatic, facsimile or similar reproduction of a writing by a Director shall be treated as an execution in writing for purposes of voting at a meeting of the Governing Board.

(e) Action Without a Meeting. Notwithstanding anything to the contrary in this Agreement, any action that may be taken at a meeting of the Governing Board may be taken without a meeting if a consent in writing setting forth the action so taken constitutes Approval of the Governing Board, which consent may be executed in multiple counterparts. In the event any action is taken pursuant to this Section 8.1, it shall not be necessary to comply with any notice or timing requirements set forth in this Section 8.1. Prompt written notice of the taking of action without a meeting shall be given to the Members who have not consented in writing to such action.

8.2 Committees. In fulfilling its responsibilities, the Governing Board may, pursuant to resolutions duly adopted by the Governing Board, designate one or more committees of the Governing Board. Each such committee shall have and may exercise such powers of the Governing Board in the management of the business and affairs of the Company as may be provided in such resolution, subject to any limitations set forth therein. The rules to be followed by committees with respect to appointment of committee members, vacancies, call and notice requirements for meetings, quorum and voting procedures, minutes, compensation, reporting and other similar matters shall be set forth in the resolutions duly adopted by the Governing Board in establishing such committees.

8.3 Chief Executive Officer. The Governing Board may approve the selection of the Chief Executive Officer of the Company ("**CEO**"). The CEO may be removed by the Governing Board. The CEO shall be accountable to the Governing Board and the Company for such duties as delegated to the CEO by Approval of the Governing Board.

8.4 Appointment of Officers of the Company; Board Authorized Persons.

(a) In addition to the CEO, who may be appointed pursuant to Section 8.3, the Governing Board may appoint such other officers of the Company as it shall deem appropriate.

(b) The Governing Board may also delegate part of its day-to-day operational functions and authority to certain employees or officers of one or more Members, pursuant to a written resolution adopted by the Governing Board (each, a "**Board Authorized Person**"). A Board Authorized Person shall only have that authority expressly set forth in the authorizing resolution and unless expressly granted in such resolution a Board Authorized Person shall not have any implied authority to deal with third parties or otherwise transact business or undertake any activities on behalf of the Governing Board beyond the scope of the authorization resolution.

8.5 Qualifying Projects Addendums and Agreements.

(a) In connection with each Qualifying Project, it is intended that the Company, through Approval of the Governing Board, will adopt and enter into a QP Addendum and a QP Agreement, as set forth in Sections 8.5(b) and (c) below, to cover such Qualifying Project. Each QP Addendum is intended to be an initial plan by which the Company will develop a Qualifying Project. The QP Agreement, to be entered into after the adoption of a QP Addendum, is intended to be the definitive agreement which will cover all aspects of the applicable Qualifying Project, including, if applicable, a Member's or its Affiliate's license of Intellectual Property or IP Rights to the Company or provision of services to the Company.

(b) After the Members have defined a Qualifying Project, and within thirty (30) days from the date that the Governing Board has voted to authorize the funding of such Qualifying Project pursuant to the terms of this Agreement (or from the date determined by a Member if the Governing Board does not Approve the Qualifying Project in the circumstances described in Section 4.2(b) and solely to the extent permitted therein), the Company shall execute an addendum hereto (a "**QP Addendum**") (which addendum after being executed by the Company shall be attached to and made a part of this Agreement). A QP Addendum shall contain, as appropriate, a Statement of Work ("**SOW**") and a plan for implementing such Qualifying Project (the "**Business Plan**"). The Members will collaborate to jointly develop a SOW and a Business Plan for each Qualifying Project.

(c) After a QP Addendum has been fully executed by the Company, the Qualifying Project will be implemented pursuant to a separate agreement or agreements to be negotiated by the Company (subject to the Approval of the Governing Board) and entered into by the Company and such other appropriate parties thereto (a "**QP Agreement**").

8.6 Legal Compliance Program. The Company shall adopt and at all times comply with and be subject to a compliance plan Approved by the Governing Board. The parties shall not be obligated to fund any Qualifying Project or any other Purposes unless and until the Company has adopted such a compliance plan.

8.7 Liability of Covered Persons for Actions.

(a) Notwithstanding any provision of this Agreement, common law or the Act, no Member, member of the Governing Board or any committees thereof, the Liquidator, the Tax Matters Representative or any officer, director, shareholder, partner, member, Affiliate, employee, agent or representative of such Persons (the "**Covered Persons**") shall be liable to the Members or to the Company for any loss suffered which arises out of an act or omission of such

Person and/or its employees, if such act or omission did not constitute gross negligence or fraud. To the fullest extent permitted by the Act (after waiving all Act restrictions on indemnification other than those which cannot be eliminated pursuant to Section 605.0105(3)(p) of the Act), as the same now exists or may hereafter be amended, substituted or replaced (but, in the case of any such amendment, substitution or replacement, only to the extent that such amendment, substitution or replacement permits the Company to provide broader indemnification rights than the Act permitted the Company to provide prior to such amendment, substitution or replacement), the Company shall indemnify, hold harmless, defend, pay and reimburse any Covered Person against any and all losses, claims, damages, judgments, fines or liabilities, including reasonable legal fees or other expenses incurred in investigating or defending against such losses, claims, damages, judgments, fines or liabilities, and any amounts expended in settlement of any claims (collectively, "**Losses**") to which such Covered Person may become subject by reason of (i) any act or omission or alleged act or omission performed or omitted to be performed on behalf of the Company, any Member, any Director, the Governing Board or any of their respective Affiliates in connection with the business of the Company; or (ii) such Covered Person being or acting in connection with the business of the Company as a member, shareholder, partner, Affiliate, manager, director, officer, employee, agent or representative of the Company, any Member, or any of their respective Affiliates, or that such Covered Person is or was serving at the request of the Company as a member, manager, director, officer, employee, agent or representative of any Person including the Company; provided, that such Loss did not arise from (w) the Covered Person's conduct involving bad faith, willful or intentional misconduct or a knowing violation of law, (x) a transaction from which such Covered Person derived an improper personal benefit, (y) a circumstance under which the liability provisions for improper distributions of Section 605.0406 of the Act are applicable, or (z) a breach of such Covered Person's duties or obligations under Section 605.04091 of the Act (taking into account any restriction, expansion or elimination of such duties and obligations provided for in this Agreement). The payment of any amounts for indemnification shall be made before any distribution is made by the Company. No Member shall have any obligation to provide funds for any indemnification obligation hereunder.

(b) The right to indemnification and the payment of expenses incurred in defending a proceeding in advance of its final disposition conferred in this Article 8 shall not be exclusive of any other right which any Person may have or hereafter acquire under any statute, provision of the Company's Certificate of Formation, provision of this Agreement, vote of the Members or otherwise.

(c) If this Section 8.7 or any portion hereof shall be invalidated on any ground by any court of competent jurisdiction, then the Company shall nevertheless indemnify and hold harmless each Covered Person pursuant to this Section 8.7 to the fullest extent permitted by any applicable portion of this Section 8.7 that shall not have been invalidated and to the fullest extent permitted by Law.

(d) The Company shall maintain insurance, at its expense, to protect itself, all Members, the Directors, officers, employees and agents of the Company against any expense, liability or loss, whether or not the Company would have the power to indemnify such Person against such expense, liability or loss under the Act.

(e) This Agreement is not intended to, and does not, create or impose any fiduciary duty on any Covered Person. Furthermore, each of the Members and the Company hereby waives any and all fiduciary duties that, absent such waiver, may be implied by Law, and in doing so, acknowledges and agrees that the duties and obligation of each Covered Person to each other and to the Company are only as expressly set forth in this Agreement. The provisions of this Agreement, to the extent that they restrict the duties and liabilities of a Covered Person otherwise existing at Law or in equity, are agreed by the Members to replace such other duties and liabilities of such Covered Person.

(f) Whenever in this Agreement a Covered Person is permitted or required to make a decision (including a decision that is in such Covered Person's "discretion" or under a grant of similar authority or latitude), the Covered Person shall be entitled to consider only such interests and factors as such Covered Person desires, including its own interests, and shall have no duty or obligation to give any consideration to any interest of or factors affecting the Company or any other Person. Whenever in this Agreement a Covered Person is permitted or required to make a decision in such Covered Person's "good faith," the Covered Person shall act under such express standard and shall not be subject to any other or different standard imposed by this Agreement or any other Law.

(g) Any amendment, repeal or modification of any provision of this Section 8.7 shall not adversely affect any right or protection of any Member, Director, officer, employee or agent of the Company existing at the time of such amendment, repeal or modification.

8.8 Annual Plan. The Governing Board shall operate the Company in accordance with an annual operating budget, business plan and financial forecasts for the Company for each Fiscal Year (the "**Annual Plan**"). The Annual Plan shall set forth the staffing needs of the Company. The first Annual Plan for the remainder of the current Fiscal Year is attached hereto as Exhibit C. At least ninety (90) days prior to the end of each Fiscal Year, the Governing Board shall prepare, or shall cause certain Board Authorized Persons to prepare and submit to the Governing Board for Approval, an Annual Plan for the following Fiscal Year. Approval of all Annual Plans and revisions thereto or variations therefrom shall require Approval of the Governing Board.

## 9. RIGHTS AND STATUS OF MEMBERS

9.1 General. The Members have the rights and the status of members under the Act. Except to the extent expressly otherwise provided in this Agreement, the Members shall not take part in the management or control of the Company business, or sign for or bind the Company, such powers being vested exclusively in the Governing Board and carried out by any Director, officer or other authorized Person, as authorized by the Governing Board, in accordance with the terms of this Agreement.

9.2 Limitation of Liability. No Member shall, solely by reason of its status as a Member of the Company, have any personal liability whatsoever, whether to the Company, the Members or any creditor of the Company, for the debts, obligations and liabilities of the Company or any of its losses beyond the amount of the Member's Capital Contribution to the

Company. Except as otherwise provided in the Act, the debts, obligations and liabilities of the Company, whether arising in contract, tort or otherwise, shall be solely the debts, obligations and liabilities of the Company. In the event that either Member shall, by reason of its conduct within the scope of this Agreement, be subject to personal liability to a third party by being a Member of the Company, then such Member shall be entitled to the rights of indemnification by the Company as afforded under Section 8.7.

9.3 Bankruptcy; Death; etc. Neither the Bankruptcy, death, disability nor declaration of incompetence or incapacity of a Member shall dissolve the Company, but the rights of a Member to share in the Profits and Losses of the Company and to receive distributions of Company funds shall, on the happening of such an event, devolve upon the Member's estate, legal representative or successor in interest, as the case may be, subject to this Agreement, and the Company shall continue as a limited liability company under the Act. The Member's estate, representative or successor in interest shall be entitled to receive distributions and allocations with respect to such Member's interest in the Company and shall be liable for all of the obligations of the Member. Furthermore, the Member's estate, representative or successor in interest shall have no right to any information or accounting of the affairs of the Company, shall not be entitled to inspect the books or records of the Company, and shall not be entitled to any of the rights of a member under the Act or this Agreement unless such estate, representative or successor in interest is admitted to the Company as a Substituted Member in accordance with Section 12.2.

9.4 No Joint Venture. The Members intend that the Company shall not be a partnership (including, without limitation, a limited partnership) or joint venture, and that no Member be an agent, partner or joint venturer of any other Member for any purposes other than U.S. federal, state and local tax purposes, and this Agreement shall not be construed to suggest otherwise.

## 10. INTELLECTUAL PROPERTY; CONFIDENTIALITY

10.1 Mission/HCA Marks. The Members recognize and understand that the trademarks "Dogwood Health Trust", "Mission Health" and any other marks related to Mission's, or its Affiliate's products and services on the one hand, and "HCA" and any other marks related to HCA's, or its Affiliates' products and services on the other, are valuable and proprietary trademarks of Mission and HCA, respectively. As such, in the absence of the applicable Member's express written consent or the execution by the Members of a license agreement regarding such marks, any use of such marks or any reference to any of Mission, HCA or their respective Affiliates, as applicable, in any marketing or other materials is strictly prohibited.

10.2 Intellectual Property.

(a) Unless otherwise agreed in a QP Addendum or QP Agreement executed by the Members, the Company will own all Intellectual Property created by the Company in the performance of a Qualifying Project.

(b) Except as expressly provided in Section 10.2(a) or in a QP Addendum or QP Agreement, nothing in this Agreement shall, by implication, by estoppel, or otherwise, be deemed to grant to one Member or the Company any IP Rights owned or held by the other Member or its Affiliates from time to time or to constitute or require the transfer or assignment

of any Intellectual Property, whether now existing or later acquired or developed, to the Company. Without limiting the generality of the foregoing, nothing contained in this Agreement shall be deemed to grant any license under any patent or patent applications arising out of any other inventions of any Member except as expressly identified in a QP Addendum or QP Agreement.

10.3 Public Announcements; Use of Name. Each Member shall not, and shall cause its Affiliates not to, use the name of any other Members or their Affiliates or make any statements regarding the existence of this Agreement or any documents related hereto, regardless if it occurs in printed material and/or individual or oral presentations to the press, health care institutions, or any other Person, unless the prior written approval of the applicable Member has been obtained. Notwithstanding the foregoing, once approved by a Member, any documents including marketing collateral, may be re-used, in whole, for its intended purpose without a Member obtaining additional review and approval, provided that no modifications are made to approved text and the approving Member has not rescinded permission for use of its name.

## 11. MEMBER MEETINGS AND MEANS OF VOTING

11.1 Meetings of the Members. Meetings of the Members may be called by the Governing Board, any of the Mission Directors or any of the HCA Directors and shall be promptly called upon the written request of any Member. The notice of a meeting shall state the nature of the business to be transacted at such meeting, and actions taken at any such meeting shall be limited to those matters specified in the notice of the meeting. Notice of any meeting shall be given to all Members not less than five (5) and not more than thirty (30) days prior to the date of the meeting. Members may vote in person or by proxy at such meeting.

Except as otherwise expressly provided in this Agreement or required by the express provisions of the Act (without regard to future amendment), the requisite vote of the Members shall be the Approval of the Members which shall control all decisions for which the vote of the Members is required hereunder. Each Member's voting rights shall be the same as that Member's Sharing Percentage at the time of the vote. The presence of any Member at a meeting shall constitute a waiver of notice of the meeting with respect to such Member. The Members may, at their election, participate in any regular or special meeting by means of conference telephone or similar communications equipment means of which all Persons participating in the meeting can hear each other. A Member's participation in a meeting pursuant to the preceding sentence shall constitute presence in person at such meeting for all purposes of this Agreement.

11.2 Vote By Proxy. Each Member may authorize any Person to act on the Member's behalf by proxy on all matters in which a Member is entitled to participate, whether by waiving notice of any meeting, or voting or participating at a meeting. Every proxy must be signed by the Member authorizing such proxy or such Member's attorney-in-fact. No proxy shall be valid after the expiration of eleven (11) months after the date thereof unless otherwise provided in the proxy. Every proxy shall be revocable at the pleasure of the Member executing it.

11.3 Conduct of Meeting. Each meeting of Members shall be conducted by the Chairman of the Governing Board, the Vice Chairman of the Governing Board or an individual appointed by the Governing Board. The meeting shall be conducted pursuant to such rules as may be

adopted by the Governing Board or the Person appointed by the Governing Board for the conduct of the meeting.

11.4 Action Without a Meeting. Notwithstanding anything to the contrary in this Agreement, any action that may be taken at a meeting of the Members may be taken without a meeting if a consent in writing setting forth the action so taken is Approved by the Members, which consent may be executed in multiple counterparts. In the event any action is taken pursuant to this Section 11.4, it shall not be necessary to comply with any notice or timing requirements set forth in Sections 11.1 or 11.2. Prompt written notice of the taking of action without a meeting shall be given to the Members who have not consented in writing to such action.

11.5 Closing of Transfer Record; Record Date. For the purpose of determining the Members entitled to notice of or to vote at any meeting of Members, any reconvening thereof, or to act by consent, the Governing Board may require that the transfer record shall be closed for at least ten (10) days immediately preceding such meeting (or such shorter time as may be reasonable in light of the period of the notice) or the first solicitation of consents in writing. If the transfer record is not closed and if no record date is fixed for determining the Members entitled to notice of or to vote at a meeting of Members or by consent, the date on which the notice of the meeting is mailed or the first written consent is received by the Governing Board shall be the record date for such determination.

## 12. TRANSFER OF RIGHTS AND ADDITIONAL MEMBERS

12.1 Transfers by Members. Except as otherwise set forth in this Article 12, a Member may not Transfer, other than pursuant to a Permitted Transfer, all or any part of its interest in the Company without the prior written consent of the other Members, which consent may be withheld in the other Members' sole discretion. If a Member receives the prior written consent of the other Members, or if the Transfer is a Permitted Transfer, a Member may Transfer its interest in the Company, if the following conditions are satisfied:

(a) the Transfer is with respect to one (1) or more Units;

(b) the Member and its transferee execute, acknowledge and deliver to the Governing Board such instruments of transfer and assignment with respect to such transaction as are in form and substance satisfactory to the Governing Board, including, without limitation, the written acceptance and adoption by such Person of the provisions of this Agreement;

(c) unless waived in writing by the Governing Board, the Member delivers to the Governing Board an opinion of counsel satisfactory to the Governing Board, covering such securities and tax Laws and other aspects of the proposed transfer as the Governing Board may reasonably request;

(d) the Member has furnished to the transferee a written statement showing the name and taxpayer identification number of the Company in such form and together with such other information as may be required under Section 6050K of the Code and the Regulations thereunder; and

(e) the Member pays the Company a transfer fee that is sufficient to pay all reasonable expenses of the Company in connection with such transaction.

Any Member who thereafter Transfers all or any portion of its Units shall promptly notify the Company of such Transfer and shall furnish to the Company the name and address of the transferee and such other information as may be required under Section 6050K of the Code and the Regulations thereunder.

12.2 Substituted Member. No Person taking or acquiring, by whatever means, the Units of any Member, other than pursuant to a Permitted Transfer or a Transfer approved pursuant to Section 12.1, shall be admitted as a Substituted Member without the prior written consent of the non-transferring Members, which consent may be withheld in the non-transferring Members' sole discretion, and unless such Person:

(a) elects to become a Substituted Member by delivering notice of such election to the Company;

(b) executes, acknowledges and delivers to the Company such other instruments as the Governing Board may deem necessary or advisable to effect the admission of such Person as a Substituted Member, including, without limitation, the written acceptance and adoption by such Person of the provisions of this Agreement; and

(c) pays a transfer fee to the Company in an amount sufficient to cover all reasonable expenses connected with the admission of such Person as a Substituted Member.

12.3 Basis Adjustment. Upon the Transfer of all or part of any Units in the Company, the Governing Board may, in its sole discretion, cause the Company to elect, pursuant to Section 754 of the Code or the corresponding provisions of subsequent Law, to adjust the basis of the Company properties as provided by Sections 734 and 743 of the Code.

12.4 Admission of Additional Members. Subject to Approval of the Governing Board, the Company may issue additional Units to raise capital for the Company or for such other purposes as are permitted under terms of this Agreement (including, without limitation, the admission of Additional Members). The terms of each issuance must be Approved by the Governing Board in advance. The Company will not permit any Person to become an Additional Member unless such Person certifies in writing to the Governing Board that the Person is eligible as a Member and agrees to be bound by the terms of this Agreement. The Governing Board shall do all things necessary to comply with the Act and is authorized to do all things it deems to be necessary or advisable in connection with the Company for admitting any Additional Member, including, but not limited to, complying with any statute, rule, regulation or guideline issued by any federal, state or other governmental agency. The Company shall not admit any Person as a Member if such admission: (a) would have the effect of causing the Company to be re-classified for federal income tax purposes as an association (taxable as a corporation under the Code); (b) would violate any Medicare or other health care Law; (c) would violate applicable exemptions from securities registration and securities disclosure provisions under federal and state securities Laws; or (d) would cause the Tax-Exempt Member to lose its Section 501(c)(3) status.

12.5 Transfer Procedures. The Company shall establish a transfer procedure consistent with this Article 12 to ensure that all conditions precedent to the admission of a Substituted Member or an Additional Member have been complied with, and the Governing Board shall execute a certificate that such covenant has been complied with and shall, upon the written request of any Member, deliver to such Member a copy thereof.

12.6 Invalid Transfer. No Transfer of an interest in the Company that is in violation of this Article 12 shall be valid or effective, and the Company shall not recognize any improper transfer for the purposes of making allocations, payments of profits, returns of capital contributions or other distributions with respect to such membership interest, or part thereof. The Company may enforce the provisions of this Article 12 either directly or indirectly or through its agents by entering an appropriate stop transfer order on its books or otherwise refusing to register or Transfer or permit the registration or transfer on its books of any proposed Transfers not in accordance with this Article 12.

12.7 Distributions and Allocations in Respect of a Transferred Membership Interest. If any Member Transfers any part of his interest in the Company during any accounting period in compliance with the provisions of this Article 12, Company income, gain, deductions and losses attributable to such interest for the respective period shall be divided and allocated between the transferor and the transferee by taking into account their varying interests during the applicable accounting period in accordance with Code Section 706(d), using the daily proration method. All Company distributions on or before the effective date of such Transfer shall be made to the transferor, and all such Company distributions thereafter shall be made to the transferee. Solely for purposes of making Company tax allocations and distributions, the Company shall recognize a transfer on the day following the day of Transfer. Neither the Company nor any Director shall incur any liability for making Company allocations and distributions in accordance with the provisions of this Section 12.7, whether or not the Director or the Company has knowledge of any transfer of any interest in the Company or part thereof where the transferee is not admitted as a Substituted Member.

12.8 Amendment to Exhibit A. The Company shall amend Exhibit A attached to this Agreement from time to time to reflect the admission of any Substituted Members or Additional Members, or the termination of any Member's interest in the Company.

12.9 Required Transfer of a Member's Interest. If a Terminating Event occurs with respect to a Member (the "**Affected Member**"), the Affected Member shall give written notice (the "**Termination Notice**") of the Terminating Event to the Company and to the Unaffected Members within ten (10) days of discovery of the Terminating Event; provided, the Unaffected Members may also give notice thereof. Within sixty (60) days of receiving the Termination Notice, the Company shall have the right, but not the obligation, to be determined solely by the Unaffected Members, to purchase all (but not less than all) of the Units of the Affected Member; provided, however, that the Company shall assign all or part of its right to purchase such Units to the Unaffected Members upon request of such Unaffected Members. The purchase price will be an amount equal to the Fair Market Value of the Company as of the date of the Terminating Event multiplied by the Sharing Percentage of the Affected Member. The purchase of the Affected Member's ownership interest pursuant to this Section 12.9 shall not adversely impact the rights of the other Members. Payments by the Company will be treated as payments under

Section 736(b) of the Code, including payments for goodwill. Upon notice of the election and payment of the purchase price by the purchaser set forth above, the Affected Member shall transfer good and marketable title to its ownership interest to the applicable purchaser(s), free and clear from all liens and encumbrances.

12.10 Tax-Exempt Status. If, based on the written legal opinion of counsel to the Tax-Exempt Member (which counsel is reasonably acceptable to the HCA Directors), the operation of the Company would more likely than not result in the loss of the 501(c)(3) tax-exempt status of the Tax-Exempt Member, the Tax-Exempt Member shall provide written notice thereof to HCA Sub (the "**Tax Exemption Notice**"). During the thirty (30) day period following the delivery of the Tax Exemption Notice, which shall include copies of documentation in connection with such matters, the Members shall discuss commercially reasonable solutions to avoid the loss of the Tax-Exempt Member's tax exemption, including the transfer by the Tax-Exempt Member of its interests in the Company to a non-tax exempt subsidiary corporation of the Tax-Exempt Member reasonably acceptable to HCA Sub. Under no circumstances shall HCA Sub be required to agree to any solution that would modify the underlying economic, financial and governance arrangements between the Members. Notwithstanding any other provision to the contrary, each Member may elect to agree (or not agree) to any such solution in its sole and absolute discretion. In the event that the Members cannot agree to a mutually acceptable solution, the Tax-Exempt Member may require HCA Sub (or its successor) to purchase the Tax-Exempt Member's interests in the Company at a purchase price equal to the Fair Market Value of the Company at such time multiplied by the Sharing Percentage represented by the Units to be purchased. If the Tax-Exempt Member elects to exercise its "put" rights pursuant to this Section 12.10, the transaction shall be consummated in accordance with Section 12.11.

12.11 Payment of Purchase Price of Member's Interest. If the interest of a Member in the Company is being purchased pursuant to Section 12.10, the purchase price for the interest shall be determined as set forth in this Agreement and shall be payable in the manner hereinafter set forth:

(a) All obligations, if any, of the selling Member to the Company shall become immediately due and payable upon purchase of the interest.

(b) Any debt due by the Company to the selling Member shall be payable upon purchase of the interest.

(c) The closing of the purchase of the interest in the Company pursuant to Section 12.10 shall be held at the principal office of the Company within ninety (90) days following the giving of written notice to (or from, as applicable) the selling Member of the election to purchase (or sell, as applicable) such interest. At the closing, the purchaser shall pay the purchase price of such selling Member's interest in the Company to the selling Member after receiving releases and satisfactions reasonably agreed to by the purchaser and selling Member.

## 13. DISSOLUTION

13.1 Causes. To the extent permitted by applicable Law, each Member expressly waives any right which he or it might otherwise have to dissolve the Company except as set forth in this Article 13. The Company shall be dissolved upon the first to occur of the following:

(a) the Bankruptcy, dissolution or any other occurrence which would legally disqualify any Member from acting hereunder;

(b) [the 10th year anniversary] of the date of the Company's formation, unless an extension of the term of the Company is Approved by the Members;

(c) the Approval by the Members of an instrument dissolving the Company; or

(d) the dissolution of the Company by judicial decree.

Nothing contained in this Section 13.1 is intended to grant to any Member the right to dissolve the Company at will (by retirement, resignation, withdrawal or otherwise), or to exonerate any Member from liability to the Company and the remaining Members if it dissolves the Company at will. Any dissolution at will of the Company shall be in contravention of this Agreement for purposes of the Act. Dissolution of the Company under Section 13.1(c) shall not constitute a dissolution at will.

13.2 Reconstitution. If the Company is dissolved as a result of an event described in Sections 13.1(a), 13.1(b) or 13.1(c), the Company may be reconstituted and its business continued if, within ninety (90) days after the date of dissolution, all Members (except the Member disqualified according to Section 13.1(a) above) affirmatively elect to reconstitute the Company, agree on the identity of the new members, if any, and execute an instrument confirming such facts. If the Company is reconstituted, an amendment to this Agreement shall be executed and an amended Certificate of Formation filed of record.

## 14. WINDING UP AND TERMINATION

14.1 General. If the Company is dissolved and is not reconstituted, the Governing Board shall commence to wind up the affairs of the Company and to liquidate and sell the Company's assets. The party or parties actually conducting such liquidation in accordance with the foregoing sentence, whether a Liquidator or a liquidating committee, is herein referred to as the "**Liquidator**." The Liquidator shall have sufficient business expertise and competence to conduct the winding up and termination of the Company and, in the course thereof, to cause the Company to perform any contracts which the Company has or thereafter enters into. The Liquidator shall have full right and unlimited discretion to determine the time, manner and terms of any sale or sales of Company property under such liquidation, having due regard for the activity and condition of the relevant market and general financial and economic conditions. The Liquidator appointed as provided herein shall be entitled to receive such reasonable compensation for its services as shall be agreed upon by the Liquidator and all Members. The Liquidator may resign at any time by giving fifteen (15) days prior written notice and may be removed at any time, with or without cause, by written notice executed by all Members. Upon

the death, dissolution, removal or resignation of the Liquidator, a successor and substitute Liquidator (who shall have and succeed to all the rights, powers and duties of the original Liquidator) will, within thirty (30) days thereafter, be unanimously appointed by the Members evidenced by written appointment and acceptance. The right to appoint a successor or substitute Liquidator in the manner provided herein shall be recurring and continuing for so long as the functions and services of the Liquidator are authorized to continue under the provisions hereof, and every reference herein to the Liquidator will be deemed to refer also to any such successor or substitute Liquidator appointed in the manner herein provided. The Liquidator shall have and may exercise, without further authorization or consent of any of the parties hereto or their legal representatives or successors in interest, all of the powers conferred upon it under the terms of this agreement to the extent necessary or desirable in the good faith judgment of the Liquidator to perform its duties and functions.

14.2 Court Appointment of Liquidator. If, within ninety (90) days following the date of dissolution or other time provided in Section 14.1, a Liquidator or successor Liquidator has not been appointed in the manner provided therein, any interested party shall have the right to make application to any United States Federal District Judge (in his individual and not judicial capacity) for the District of Delaware for appointment of a Liquidator or successor Liquidator, and the Judge, acting as an individual and not in his judicial capacity, shall be fully authorized and empowered to appoint and designate a Liquidator or successor Liquidator who shall have all the powers, duties, rights and authority of the Liquidator herein provided.

14.3 Liquidation. The Liquidator shall give all notices to creditors of the Company and shall make all publications required by the Act. In the course of winding up and terminating the business and affairs of the Company, the assets of the Company (other than cash) shall be sold, its liabilities and obligations to creditors, including any Members who made loans to the Company as provided in Section 4.5, and all expenses incurred in its liquidation shall be paid, and all resulting items of Company income, gain, loss or deduction shall be credited or charged to the Capital Accounts of the Members in accordance with Article 4. All Company property shall be sold upon liquidation of the Company and no Company property shall be distributed in kind to the Members. Thereafter, all Company assets shall be distributed among all Members having positive Capital Account balances (as determined after giving effect to all adjustments attributable to allocations of items of profit and loss realized by the Company during the Fiscal Year in question (including items of profit and loss realized on the liquidation) and all adjustments attributable to contributions and distributions of money and property effected prior to such distribution), pro rata in accordance with such positive Capital Account balances. This distribution shall be made no later than the end of the Fiscal Year during which the Company is liquidated (or, if later, ninety (90) days after the date on which the Company is liquidated). Upon the completion of the liquidation of the Company and the distribution of all the Company funds, the Company shall terminate and the Liquidator shall have the authority to execute and record all documents required to effectuate the dissolution of the Company. In the discretion of the Liquidator, a pro rata portion of the distributions that would otherwise be made to the Members may instead be distributed to a trust established for the benefit of the Members for the purposes of liquidating Company property, collecting amounts owed to the Company, and paying any contingent or unforeseen liabilities or obligations of the Company or of the Members arising out of or in connection with the Company. The assets of any such trust shall be distributed to the Members from time to time, in the reasonable discretion of the Liquidator, in the same

proportions as the amount distributed to such trust by the Company would otherwise have been distributed to the Members pursuant to this Agreement.

14.4 Creation of Reserves. After making payment or provision for payment of all debts and liabilities of the Company and all expenses of liquidation, the Liquidator may set up such cash reserves as the Liquidator may deem reasonably necessary for any contingent or unforeseen liabilities or obligations of the Company.

14.5 Final Statement. Within a reasonable time following the completion of the liquidation, the Liquidator shall supply to each of the Members a statement which shall set forth the assets and the liabilities of the Company as of the date of complete liquidation, each Member's pro rata portion of distributions under Section 14.3, and the amount retained as reserves by the Liquidator under Section 14.4.

## 15. MISCELLANEOUS

15.1 Notices. All notices given pursuant to this Agreement shall be in writing and shall be deemed effective when personally delivered, when delivered by overnight courier or five (5) days after being deposited in the United States mail, postage prepaid, registered or certified with return receipt requested, or when sent by facsimile followed by confirmatory letter. For purposes of notice, the addresses of the Members shall be as stated under their names on the attached Exhibit A; provided, however, that each Member shall have the right to change his address with notice hereunder to any other location by the giving of thirty (30) days' notice to the Company in the manner set forth above.

15.2 Governing Law; Waiver of Trial by Jury.

(a) This Agreement shall be governed by and construed in accordance with the substantive federal Laws of the United States and the Laws of the State of Delaware, without regard to choice of law rules.

(b) EACH PARTY ABSOLUTELY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY AND ALL RIGHTS TO TRIAL BY JURY IN CONNECTION WITH ANY PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

15.3 Dispute Resolution

(a) Prior to a Member bringing a legal action against the other, any disputes with respect to the terms, operation, or interpretation of the Agreement and any performance concerns, shall be documented in writing and escalated through the appropriate levels of management of each Member, up to and including the respective responsible Executives named below until resolution of the issue is achieved or the respective Executives cannot agree to a resolution of the dispute within thirty (30) days of written notice of the dispute. The Members agree to update and notify the other Members in writing concerning any change to a party's responsible Executive designated below. In the event that the Mission designated person below is

an attorney, HCA may, at its option, have legal counsel participate in any meetings or discussions with such person.

HCA:

_____
_____
_____

Mission:

_____
_____
_____

(b) All disagreements and disputes among the Members and the Company that are not resolved following the process set forth in Section 15.3(a), including any claims for injunctive relief relating thereto, shall be settled by arbitration in accordance with the provisions set forth below.

(i) Forum. The forum for arbitration shall be Wilmington, Delaware.

(ii) Law. The governing Law shall be the Law of the State of Delaware.

(iii) Administration. The arbitration shall be administered by the American Arbitration Association ("**AAA**").

(iv) Selection; Notice. In the case of one or more claims or disputes under this Agreement for which the amount in controversy, whether for an individual claim or dispute or in the aggregate as to multiple claims or disputes, is less than $500,000.00, the parties hereto agree to submit such claims or disputes to a single arbitrator, to be chosen in the manner prescribed below. In the event the amount in controversy, whether for an individual claim or dispute or in the aggregate as to multiple claims or disputes between the parties hereto, is $500,000.00 or more, or, in the event the parties hereto do not agree as to whether such amount in controversy is $500,000.00 or more, the parties hereto agree to submit such claims or disputes to a board of arbitrators consisting of three arbitrators, as set forth below (the term "**Arbitrators**" shall refer to the board of arbitrators or the single arbitrator, as applicable). For the avoidance of doubt, in determining the aggregate amount in controversy for purposes of the two preceding sentences, in the event that there are multiple claims or disputes such claims or disputes need not be related, including as to the same subject matter or the same set of facts.

(v) If any Person determines to submit a dispute for arbitration pursuant to this Section 15.3(b), such Person shall furnish the other parties to the dispute with a dated, written statement (the "**Arbitration Notice**") indicating (A) such Person's intent to commence arbitration proceedings, (B) the nature, with reasonable detail, of the dispute and (C) the remedy or remedies such Person will seek.

(vi) Where the parties to the arbitration proceedings use a single arbitrator, within 15 days of the Arbitration Notice, the parties shall select a single arbitrator from a list of members of the AAA's National Panel of Commercial Arbitrators. Such arbitrator must be "neutral" and must have at least 15 years' experience in healthcare transactions. A "neutral" arbitrator shall be a Person who would not be subject to disqualification under rule No. 17 of the AAA Rules. If the parties do not reach agreement on the selection of a single arbitrator within the 15 day period, the AAA shall have the right to make such selection upon the request of any party to the arbitration proceedings. Where the parties use a board of arbitrators, within 15 days of the date of the Arbitration Notice, the Person commencing the arbitration (collectively, the "**Petitioner**") and the party with whom the Petitioner has its dispute (collectively, the "**Respondent**") shall each select one qualifying arbitrator (and provide written notice of such selection to the Respondent and Petitioner). A "qualifying" arbitrator is a Person who is a "neutral" and who has at least 15 years' experience in healthcare transactions. If either the Petitioner or Respondent fails to select a qualifying arbitrator or provide such notice within the 15 day period, the AAA shall have the right to make such selection upon the request of any party to the arbitration proceedings. (Such qualifying arbitrators hereafter may be referred to, respectively, as the "**First Arbitrator**" and the "**Second Arbitrator**"). Within 10 days following their selection, the First and Second Arbitrator shall select (and provide written notice to the Respondent and the Petitioner of such selection) a third arbitrator (the "**Third Arbitrator**") from a list of members of the AAA's National Panel of Commercial Arbitrators. The Third Arbitrator must be "neutral" and must have at least 15 years' experience in healthcare transactions.

(vii) Rules. The rules of arbitration shall be the Commercial Arbitration Rules of the AAA, as modified by any other instructions that the parties to the arbitration proceedings may agree upon at the time, except that each party to the arbitration proceedings shall have the right to conduct discovery in any manner and to the extent authorized by the Federal Rules of Civil Procedure as interpreted by the United States District Court for District of Delaware. The Arbitrators shall not modify the terms of this Agreement.

(viii) Award. The award rendered by arbitration shall be final and binding upon the parties, and judgment upon the award may be entered in any court of competent jurisdiction of the United States. The Arbitrators shall have authority to award legal fees and associated costs to the party that substantially prevails in any arbitration proceeding.

15.4 Attorneys' Fees. If any litigation is initiated by the Company against any Member or by any Member against another Member or the Company relating to this Agreement or the subject matter hereof, the Person prevailing in such litigation shall be entitled to recover, in addition to all damages allowed by Law and other relief, all court costs and reasonable attorneys' fees incurred in connection therewith.

15.5 Benefit and 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 permitted assigns and delegates. No party may assign any of its rights hereunder or delegate any of its duties hereunder without the prior written consent of the other party or parties, as the case may be; consent to assignment or delegation may be withheld in a party's sole and absolute discretion. Notwithstanding the foregoing, HCA Sub,

without the prior consent of Mission, may assign any of its rights hereunder or delegate any of its duties hereunder to HCA Sub's Affiliates, but in such event, HCA Sub shall require assignee to agree to HCA Sub's obligations set forth herein and HCA Sub shall not be relieved of its obligations hereunder.

15.6 No Inferences; Sophisticated Parties. Each of the parties to this Agreement acknowledges and agrees to the following: (a) all of the parties are sophisticated and represented by experienced healthcare and transactional counsel in the negotiation and preparation of this Agreement and the other agreements relating hereto; (b) this Agreement and the other agreements relating hereto are the result of lengthy and extensive negotiations between the parties and an equal amount of drafting by all parties hereto; (c) this Agreement and the other agreements relating hereto embody the justifiable expectations of sophisticated parties derived from arm's-length negotiations; (d) no party to this Agreement or the other agreements relating hereto has any special relationship with another party that would justify any expectation beyond that of an ordinary member of a limited liability company and an ordinary lessor/lessee (as applicable) of real property in an arm's-length transaction; and (e) no inference in favor of, or against, any party shall be drawn from the fact that any portion of this Agreement has been drafted by or on behalf of such party.

15.7 Waiver of Breach. The failure by any party to specifically enforce any term or provision hereof or any rights of such party hereunder shall not be construed as the waiver by that party of its rights hereunder. The waiver by any party of a breach or violation of any provision of this Agreement shall not operate as, or be construed to constitute, a waiver of any subsequent breach of the same or other provision hereof.

15.8 Time. Time is of the essence with respect to this Agreement.

15.9 Waiver of Partition. Notwithstanding any statute or principle of law to the contrary, each Member hereby agrees that, during the term of the Company, he, she or it shall have no right (and hereby waives any right that he, she or it might otherwise have had) to cause any Company property to be partitioned and/or distributed in kind.

15.10 Entire Agreement; Amendment. This Agreement represents the entire agreement between the parties relating to the subject matter hereof and thereof, and this Agreement supersedes all prior or contemporaneous oral or written understandings, negotiations, letters of intent or agreements between the parties on such subject matters. This Section 15.10 shall be deemed a "merger" clause under Delaware Law, and this Agreement is intended as a complete integration of the parties' agreement. No modifications of, amendments to, or waivers of any rights or duties under this Agreement shall be valid or enforceable unless and until made in writing, Approved by the Members and Approved by the Governing Board, and signed by all parties.

15.11 Severability. If any provision of this Agreement is held to be illegal, invalid or unenforceable under any present or future Law, and if the rights or obligations of Mission or HCA Sub under this Agreement will not be materially and adversely affected thereby, (a) such provision will be fully severable, (b) this Agreement will be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part hereof, (c) the remaining

provisions of this Agreement will remain in full force and effect and will not be affected by the illegal, invalid or unenforceable provision or by its severance here from, and (d) in lieu of such illegal, invalid of unenforceable provision, there will be added automatically as a part of this Agreement a legal, valid and enforceable provision as similar in terms to such illegal, invalid or unenforceable provision as may be possible.

15.12 Gender and Number. Whenever required by the context, as used in this Agreement, the singular number shall include the plural and the neuter shall include the masculine or feminine gender, and vice versa.

15.13 Exhibits. Each Exhibit to this Agreement is incorporated herein for all purposes.

15.14 Additional Documents. Each Member, upon the request of the Governing Board, agrees to perform all further acts and execute, acknowledge and deliver any documents that may be reasonably necessary, appropriate or desirable to carry out the provisions of this Agreement.

15.15 Section Headings. The Section headings appearing in this Agreement are for convenience of reference only and are not intended, to any extent or for any purpose, to limit or define the text of any Section.

15.16 Counterparts. This Agreement may be executed in counterparts, each of which shall be an original but all of which shall constitute but one document.

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

MISSION HEALTH SYSTEM, INC.

By:_____
Name: _____
Title:_____

[HCA SUB]

By:_____
Name: _____
Title:_____

**Exhibit A**

**Unit Ownership Ledger**

| MEMBER | CAPITAL COMMITMENT (In Cash) | CAPITAL CONTRIBUTION (In Cash) | UNITS |
|---|---|---|---|
| Mission Health System, Inc.<br>509 Biltmore Avenue<br>Asheville, North Carolina 28801<br>Attention: Donald R. Esposito, Jr.<br>Facsimile: (828) 274-6971<br>Email: Don.Esposito@msj.org | $25,000,000 | $[•] | [•] |
| [HCA Sub]<br>c/o HCA Healthcare, Inc.<br>One Park Plaza, Bldg. 1<br>Nashville, TN 37203<br>Attention: Senior Vice President and Chief Development Officer / General Counsel<br>Facsimile: (615) 344-2824 / (615) 344-1531<br>Email:<br>joe.sowell@hcahealthcare.com / bob.waterman@hcahealthcare.com | $25,000,000 | $[•] | [•] |

# **Exhibit B**

## Governing Board

HCA Directors

[Add names of Directors]

Mission Directors

[Add names of Directors]

**Exhibit N**

**Medical Staff Bylaws**

**Angel Medical Center (Franklin, NC):** VDR Index 17.6.1

**Asheville Specialty Hospital (Asheville, NC)**: VDR Index 17.6.2

**Blue Ridge Regional Hospital (Spruce Pine, NC):** VDR Index 17.6.3

**CarePartners Rehabilitation Hospital (Asheville, NC):** VDR Index 17.6.4

**Highlands-Cashiers Hospital (Highlands, NC):** VDR Index 17.6.5

**Mission Hospital (Asheville, NC):** VDR Index 17.6.10-17.6.11

**Mission Hospital McDowell (Marion, NC):** VDR Index 17.6.12

**Transylvania Regional Hospital (Brevard, NC):** VDR Index 17.6.13-17.6.14

# <u>Exhibit O</u>

## Cap Ex Escrow Agreement

# CAP EX ESCROW AGREEMENT

THIS CAP EX ESCROW AGREEMENT (this "**Agreement**") is entered into as of _____, ____ (the "**Effective Date**"), by and among MH Master Holdings, LLLP, a Delaware limited liability limited partnership ("**Buyer**"), Mission Health System, Inc., a North Carolina nonprofit corporation, or its assignee, as contemplated by the Purchase Agreement as defined below ("**Seller Representative**", and together with Buyer, sometimes referred to individually as "**Party**" and collectively as the "**Parties**"), and JPMorgan Chase Bank, N.A. ("**Escrow Agent**").

**WHEREAS**, on _____, 2018, the Parties and certain of their Affiliates entered into that certain Asset Purchase Agreement (the "**Purchase Agreement**").

**WHEREAS,** capitalized terms used but not otherwise defined herein shall have the meanings ascribed thereto in that certain Purchase Agreement.

**WHEREAS**, in accordance with the terms of the Purchase Agreement, the Parties agreed to deposit in escrow certain funds for the purposes set forth in the Purchase Agreement, and desire to deposit the Cap Ex Shortfall Amount (as defined below) subject to the terms and conditions set forth in this Agreement.

1. **Appointment**. The Parties hereby appoint Escrow Agent as their escrow agent for the purposes set forth herein, and Escrow Agent hereby accepts such appointment under the terms and conditions set forth herein.

2. **Deposit of Funds.** On the Effective Date, Buyer agrees to deposit with Escrow Agent the sum of $ _____ (the "**Cap Ex Shortfall Amount**") to one or more demand deposit accounts established at Escrow Agent (collectively, the "**Cap Ex Escrow Account**") and Escrow Agent shall hold the Cap Ex Shortfall Amount in the Cap Ex Escrow Account and shall invest and reinvest the Cap Ex Shortfall Amount and the proceeds thereof (collectively, the "**Escrow Funds**"), as further set forth in Section 4(a).

3. **Release of Funds**.

(a) Escrow Agent shall release the Escrow Funds in accordance with joint written instructions received from an Authorized Representative of Buyer and Seller Representative in substantially the form attached hereto as Exhibit A-1.

(b) From time to time during the term of this Agreement, an Authorized Representative of Buyer and Seller Representative shall deliver a joint written direction, in substantially the form attached hereto as Exhibit A-1, to Escrow Agent, instructing Escrow Agent to release funds remaining in the Cap Ex Escrow Account as of such date (i) to fund Capital Expenditures as directed in such joint written instruction, and (ii) to reimburse Buyer and its Affiliates for Capital Expenditures made by them, in each case, pursuant to Section 7.14 of the Purchase Agreement. Upon receipt of such joint written instruction, Escrow Agent shall release the portion of the Escrow Funds as set forth in the joint written instruction.

4. **Investment.**

(a) During the term of this Agreement, the Escrow Funds shall be invested in a Money Market Deposit Account ("**MMDA**") at JPMorgan Chase Bank, N.A., or a successor investment offered by Escrow Agent. MMDA accounts have rates of compensation that may vary from time to time as determined by Escrow Agent. No other investment of the Escrow Funds will be permitted during the term of this Agreement.

(b) Escrow Agent will not provide supervision, recommendations or advice relating to either the investment of moneys held in the Escrow Funds or the purchase, sale, retention or other disposition of any investment described herein, and each Party acknowledges that it was not offered any investment, tax or accounting advice or recommendation by Escrow Agent with regard to any investment and has made an independent assessment of the suitability and appropriateness of any investment selected hereunder for purposes of this Agreement. Escrow Agent shall not have any liability for any loss sustained as a result of any investment made pursuant to the terms of this Agreement or as a result of any liquidation of any investment prior to its maturity or for the failure of an Authorized Representative of Buyer to give Escrow Agent instructions to invest or reinvest the Escrow Funds. Escrow Agent shall have the right to liquidate any investments held in order to provide funds necessary to make required payments under this Agreement.

(c) All interest or other income earned under this Agreement shall be (i) distributed to Seller Representative on a quarterly basis and (ii) allocated to Seller Representative and reported, by Escrow Agent to the IRS, or any other taxing authority, on IRS Form 1099 or 1042S (or other appropriate form) as income earned from the Cap Ex Shortfall Amount by Seller Representative whether or not said income has been distributed during such year. Escrow Agent shall withhold any taxes it deems appropriate in the absence of proper tax documentation or as required by law, and shall remit such taxes to the appropriate authorities. The Parties hereby represent to Escrow Agent that no other tax withholding or information reporting of any kind is required by Escrow Agent.

## 5. Disposition and Termination.

(a) Notwithstanding anything to the contrary set forth in Section 10, any instructions setting forth, claiming, containing, objecting to, or in any way related to the transfer or distribution of the Escrow Funds, must be in writing and executed by the appropriate Party or Parties as evidenced by the signatures of the person or persons signing this Agreement or one of the designated persons as set forth on the Designation of Authorized Representatives attached hereto as Schedule 1-A and 1-B (each an "**Authorized Representative**"), and delivered to Escrow Agent only by confirmed facsimile or as a Portable Document Format ("PDF") attached to an email only at the fax number or email address set forth in Section 10 below. Each Designation of Authorized Representatives shall be signed by a Secretary, any Assistant Secretary or other duly authorized officer of the named Party. No instruction for or related to the transfer or distribution of the Escrow Funds shall be deemed delivered and effective unless Escrow Agent actually shall have received it on a Business Day by facsimile or as a PDF attached to an email only at the fax number or email address set forth in Section 10 and in the case of a facsimile, as evidenced by a confirmed transmittal to the Party's or Parties' transmitting fax number and Escrow Agent has been able to satisfy any applicable security procedures as may be required hereunder. Escrow Agent shall not be liable to any Party or other person for refraining from acting upon any instruction for or related to the transfer or distribution of the Escrow Funds if delivered to any other fax number or email address, including but not limited to a valid email address of any employee of Escrow Agent.

(b) Each Party authorizes Escrow Agent to use the funds transfer instructions ("**Initial Standing Instructions**") specified for it below to disburse any funds due to such Party, without a verifying call-back or email confirmation as set forth below:

| | | | |
|---|---|---|---|
| Buyer: | | Seller Representative: | |
| Bank Name: | | Bank Name: | |
| Bank Address: | | Bank Address: | |
| ABA number: | | ABA number: | |
| Credit A/C Name: | | Credit A/C Name: | |
| Credit A/C # | | Credit A/C # | |
| If Applicable: | | If Applicable: | |
| FFC A/C Name: | | FFC A/C Name: | |
| FFC A/C #: | | FFC A/C #: | |
| FFC A/C Address: | | FFC A/C Address: | |

(c) In the event any funds transfer instructions other than the Initial Standing Instructions are set forth in a permitted instruction from a Party or the Parties in accordance with this Agreement (any such additional funds transfer instructions, "**Additional Standing Instructions**" and, together with the Initial Standing Instructions, the "**Standing Instructions**"), Escrow Agent will confirm such Additional Standing Instructions by a telephone call-back or email confirmation to an Authorized Representative of such Party or Parties, and Escrow Agent may rely and act upon the confirmation of anyone purporting to be that Authorized Representative. No funds will be disbursed until such confirmation occurs. Each Party agrees that after such confirmation, Escrow Agent may continue to rely solely upon such Additional Standing Instructions and all identifying information set forth therein for such beneficiary without an additional telephone callback or email confirmation. Further, it is understood and agreed that if multiple disbursements are provided for under this Agreement pursuant to any Standing Instructions, only the date, amount and/or description of payments may change without requiring a telephone callback or email confirmation.

(d) The persons designated as Authorized Representatives and telephone numbers for same may be changed only in a writing executed by an Authorized Representative or other duly authorized officer of the applicable Party setting forth such changes and actually received by Escrow Agent via facsimile or as a PDF attached to an email. Escrow Agent will confirm any such change in Authorized Representatives by a telephone

callback or email confirmation to an Authorized Representative and Escrow Agent may rely and act upon the confirmation of anyone purporting to be that Authorized Representative.

(e) Escrow Agent, any intermediary bank and the beneficiary's bank in any funds transfer may rely upon the identifying number of the beneficiary's bank or any intermediary bank included in a funds transfer instruction provided by a Party or the Parties and confirmed by an Authorized Representative. Further, the beneficiary's bank in the funds transfer instructions may make payment on the basis of the account number provided in such Party's or the Parties' instruction and confirmed by an Authorized Representative even though it identifies a person different from the named beneficiary.

(f) As used in this Section 5, "Business Day" shall mean any day other than a Saturday, Sunday or any other day on which Escrow Agent located at the notice address set forth below is authorized or required by law or executive order to remain closed. The Parties acknowledge that the security procedures set forth in this Section 5 are commercially reasonable. Upon delivery of the Escrow Funds in full by Escrow Agent pursuant to this Section 5, this Agreement shall terminate, and all the related account(s) shall be closed, subject to the provisions of Section 8 and 9.

(g) Notwithstanding anything to the contrary contained in this Agreement, in the event that an electronic signature is affixed to an instruction issued hereunder to disburse or transfer funds, such instruction shall be confirmed by a verifying callback (or email confirmation) to an Authorized Representative.

6. **Escrow Agent**. Escrow Agent shall have only those duties as are specifically and expressly provided herein, which shall be deemed purely ministerial in nature, and no other duties, including but not limited to any fiduciary duty, shall be implied. Escrow Agent has no knowledge of, nor any obligation to comply with, the terms and conditions of any other agreement between the Parties**,** nor shall Escrow Agent be required to determine if any Party has complied with any other agreement. Notwithstanding the terms of any other agreement between the Parties, the terms and conditions of this Agreement shall control the actions of Escrow Agent. Escrow Agent may conclusively rely upon any written notice, document, instruction or request delivered by the Parties believed by it to be genuine and to have been signed by an Authorized Representative(s), as applicable, without inquiry and without requiring substantiating evidence of any kind and Escrow Agent shall be under no duty to inquire into or investigate the validity, accuracy or content of any such document, notice, instruction or request. Any notice, document, instruction or request delivered by a Party but not required under this Agreement may be disregarded by Escrow Agent. Escrow Agent shall not be liable for any action taken, suffered or omitted to be taken by it in good faith except to the extent that Escrow Agent's gross negligence or willful misconduct was the cause of any direct loss to either Party. Escrow Agent may execute any of its powers and perform any of its duties hereunder directly or through affiliates or agents. In the event Escrow Agent shall be uncertain, or believes there is some ambiguity, as to its duties or rights hereunder or receives instructions, claims or demands from any Party hereto which in Escrow Agent's judgment conflict with the provisions of this Agreement, or if Escrow Agent receives conflicting instructions from the Parties, Escrow Agent shall be entitled either to: (a) refrain from taking any action until it shall be given (i) a joint written direction executed by Authorized Representatives of the Parties which eliminates such conflict or (ii) a court order issued by a court of competent jurisdiction (it being understood that Escrow Agent shall be entitled conclusively to rely and act upon any such court order and shall have no obligation to determine whether any such court order is final); or (b) file an action in interpleader. Escrow Agent shall have no duty to solicit any payments which may be due it or the Escrow Funds, including, without limitation, the Cap Ex Shortfall Amount nor shall Escrow Agent have any duty or obligation to confirm or verify the accuracy or correctness of any amounts deposited with it hereunder. The Parties grant to Escrow Agent a lien and security interest in the Escrow Funds in order to secure any indemnification obligations of the Parties or obligation for fees or expenses owed to Escrow Agent hereunder. Anything in this Agreement to the contrary notwithstanding, in no event shall Escrow Agent be liable for special, incidental, punitive, indirect or consequential loss or damage of any kind whatsoever (including but not limited to lost profits), even if Escrow Agent has been advised of the likelihood of such loss or damage and regardless of the form of action.

7. **Succession.** Escrow Agent may resign and be discharged from its duties or obligations hereunder by giving no less than thirty (30) days advance notice in writing of such resignation to the Parties or may be removed, with or without cause, by Buyer at any time after giving not less than thirty (30) days advance written notice to Escrow Agent and Seller Representative. Escrow Agent's sole responsibility after such thirty (30) day notice period expires shall be to hold the Escrow Funds (without any obligation to reinvest the same) and to deliver the same to a designated substitute escrow agent, if any, appointed by the Parties, or such other person designated by the Parties, or in accordance with the directions of a final court order, at which time of delivery, Escrow Agent's obligations hereunder shall cease and terminate. If prior to the effective resignation or removal date, the Parties have failed to appoint a successor escrow agent, or to instruct Escrow Agent to deliver the Escrow Funds to another person as

provided above, or if such delivery is contrary to applicable law, at any time on or after the effective resignation date, Escrow Agent either (a) may interplead the Escrow Funds with a court located in the State of Delaware and the costs, expenses and reasonable attorney's fees which are incurred in connection with such proceeding may be charged against and withdrawn from the Escrow Funds; or (b) appoint a successor escrow agent of its own choice with a minimum capital and surplus of at least $500 million, upon 20 days advanced written notice to the Parties. Any appointment of a successor escrow agent shall be binding upon the Parties and no appointed successor escrow agent shall be deemed to be an agent of Escrow Agent. Escrow Agent shall deliver the Escrow Funds to any appointed successor escrow agent, at which time Escrow Agent's obligations under this Agreement shall cease and terminate. Any entity into which Escrow Agent may be merged or converted or with which it may be consolidated, or any entity to which all or substantially all the escrow business may be transferred, shall be Escrow Agent under this Agreement without further act.

8. **Compensation; Acknowledgment.**

(a) The Parties agree jointly and severally to pay Escrow Agent upon execution of this Agreement and from time to time thereafter reasonable compensation for the services to be rendered hereunder, which unless otherwise agreed in writing, shall be as described in Schedule 2.

(b) Each of the Parties further agrees to the disclosures and agreements set forth in Schedule 2.

9. **Indemnification and Reimbursement.** The Parties agree jointly and severally to indemnify, defend, hold harmless, pay or reimburse Escrow Agent and its affiliates and their respective successors, assigns, directors, agents and employees (the "**Indemnitees**") from and against any and all losses, damages, claims, liabilities, costs or expenses (including attorney's fees) (collectively "**Losses**"), resulting directly or indirectly from (a) Escrow Agent's performance of this Agreement, except to the extent that such Losses are determined by a court of competent jurisdiction to have been caused by the gross negligence, willful misconduct, or bad faith of such Indemnitee; and (b) Escrow Agent's following, accepting or acting upon any instructions or directions, whether joint or singular, from the Parties received in accordance with this Agreement. The Parties hereby grant Escrow Agent a right of set-off against the Escrow Funds for the payment of any claim for indemnification, fees, expenses and amounts due to Escrow Agent or an Indemnitee. The obligations set forth in this Section 7 shall survive the resignation, replacement or removal of Escrow Agent or the termination of this Agreement.

10. **Notices.** Except as otherwise provided in Section 5, all communications hereunder shall be in writing or set forth in a PDF attached to an email, and shall be delivered by facsimile, email or overnight courier only to the appropriate fax number, email address, or notice address set forth for each party as follows:

| | |
|---|---|
| If to Buyer: | c/o HCA Healthcare, Inc.<br>One Park Plaza, Bldg. 1<br>Nashville, TN 37203<br>Attention: Senior Vice President and Chief Development Officer<br>Tel No.:<br>Fax No.: (615) 344-2824<br>Email Address: joe.sowell@hcahealthcare.com |
| Account statements and billing: | Same address as above for Buyer |
| With copies to: | HCA Healthcare, Inc.<br>One Park Plaza, Bldg. 1<br>Nashville, TN 37203<br>Attention: General Counsel<br>Tel No.:<br>Fax No.: (615) 344-1431<br>Email Address: bob.waterman@hcahealthcare.com |
| If to Seller Representative: | c/o Chair of the Board of Directors<br>Mission Health System, Inc.<br>509 Biltmore Avenue<br>Asheville, NC 28801<br>Attention: |

Tel No.:
Fax No.:
Email Address:

Account statements and billing: Same address as above for Seller Representative

With copies to: Mission Health System, Inc.
509 Biltmore Avenue
Asheville, NC 28801
Attention: Donald R. Esposito, Jr.
Tel No.:
Fax No.: (828) 274-6971
Email Address: Don.Esposito@msj.org

If to Escrow Agent: JPMorgan Chase Bank, N.A.
Escrow Services
4 New York Plaza, 11th Floor
New York, NY 10004
Attention: Andrew Fu/Christopher Gilchrist
Fax No.: 212.552.2812
Email Address: ec.escrow@jpmorgan.com

11. **Compliance with Court Orders.** In the event that a legal garnishment, attachment, levy, restraining notice or court order is served with respect to any of the Escrow Funds, or the delivery thereof shall be stayed or enjoined by an order of a court, Escrow Agent is hereby expressly authorized, in its sole discretion, to obey and comply with all such orders so entered or issued, and in the event that Escrow Agent obeys or complies with any such order it shall not be liable to any of the Parties hereto or to any other person by reason of such compliance notwithstanding such order be subsequently reversed, modified, annulled, set aside or vacated.

12. **Miscellaneous**.

(a) The provisions of this Agreement may be waived, altered, amended or supplemented only by a writing signed by Escrow Agent and the Parties. Neither this Agreement nor any right or interest hereunder may be assigned by any Party without the prior consent of Escrow Agent and the other Party. This Agreement shall be governed by and construed under the laws of the State of Delaware. Each Party and Escrow Agent irrevocably waives any objection on the grounds of venue, forum non-conveniens or any similar grounds and irrevocably consents to service of process by mail or in any other manner permitted by applicable law and consents to the jurisdiction of the courts located in the State of Delaware. To the extent that in any jurisdiction either Party may now or hereafter be entitled to claim for itself or its assets, immunity from suit, execution, attachment (before or after judgment) or other legal process, such Party shall not claim, and hereby irrevocably waives, such immunity. Escrow Agent and the Parties further hereby waive any right to a trial by jury with respect to any lawsuit or judicial proceeding arising or relating to this Agreement.

(b) No party to this Agreement is liable to any other party for losses due to, or if it is unable to perform its obligations under the terms of this Agreement because of, acts of God, fire, war, terrorism, floods, strikes, electrical outages, equipment or transmission failure, or other causes reasonably beyond its control. This Agreement and any joint instructions from the Parties may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument or instruction, as applicable. This Agreement may be executed and transmitted by facsimile or as a PDF attached to an email and each such execution shall be of the same legal effect, validity and enforceability as a manually executed original, wet-inked signature. All signatures of the parties to this Agreement may be transmitted by facsimile or as a PDF attached to an email, and such facsimile or PDF will, for all purposes, be deemed to be the original signature of such party whose signature it reproduces, and will be binding upon such party. If any provision of this Agreement is determined to be prohibited or unenforceable by reason of any applicable law of a jurisdiction, then such provision shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions thereof, and any such prohibition or unenforceability in such jurisdiction shall not invalidate or render unenforceable such provisions in any other jurisdiction. The Parties each represent, warrant and covenant that (i) each document, notice, instruction or request provided by such Party to Escrow Agent shall comply

with applicable laws and regulations; (ii) such Party has full power and authority to enter into this Agreement and to perform all of the duties and obligations to be performed by it hereunder; (iii) the person(s) executing this Agreement on such Party's behalf and certifying Authorized Representatives in the applicable Schedule 1 has been duly and properly authorized to do so, and each Authorized Representative of such Party has been duly and properly authorized to take actions specified for such person in the applicable Schedule 1. Except as expressly provided in Section 9 above, nothing in this Agreement, whether express or implied, shall be construed to give to any person or entity other than Escrow Agent and the Parties any legal or equitable right, remedy, interest or claim under or in respect of the Escrow Funds or this Agreement.

[*The remainder of this page is left intentionally blank; signature page to follow.*]

**IN WITNESS WHEREOF**, the Parties and Escrow Agent have executed this Agreement as of the date set forth above.

**[Buyer]**

By: _____
Name: _____
Title: _____

**JPMORGAN CHASE BANK, N.A.,**
**As Escrow Agent**

By: _____
Name: _____
Title: _____

**[SELLER REPRESENTATIVE]**

By: _____
Name: _____
Title: _____

**EXHIBIT A-1**

**Form of Escrow Release Notice – Joint Instructions**

JPMorgan Chase Bank, N.A., Escrow Services
4 New York Plaza, 11th Floor
New York, NY 10004
Attn: Andrew Fu/Christopher Gilchrist
Fax No.: 212.552.2812
Email Address: ec.escrow@jpmorgan.com

Date:

**Re: [Name of Parties] – Escrow Agreement dated [ ]**
**Cap Ex Escrow Account no. [ ]**

**Dear Sir/Madam:**

We refer to an escrow agreement dated [ ] by and among [ ] ("Buyer"), [ ] ("Seller Representative"), and JPMorgan Chase Bank, N.A., as Escrow Agent (the "Cap Ex Escrow Agreement").

Capitalized terms in this letter that are not otherwise defined shall have the same meaning given to them in the Cap Ex Escrow Agreement.

The Parties instruct the Escrow Agent to release the Escrow Funds, or the portion specified below, to the specified party as instructed below.

Amount
(In writing)
Beneficiary
City
Country

**US Instructions:**
Bank
Bank address
ABA Number:
Credit A/C Name:
Credit A/C #:
Credit A/C Address:
If Applicable:
FFC A/C Name:
FFC A/C #:
FFC A/C Address:

**International Instructions:**
Bank Name:
Bank Address
SWIFT Code:
US Pay Through ABA:
Credit A/C Name:
Credit A/C # (IBAN #):
Credit A/C Address:
If Applicable:
FFC A/C Name:
FFC A/C # (IBAN #):
FFC A/C Address:

**FOR AND ON BEHALF OF BUYER:**

_____
Name: _____
Date: _____
Title: _____

**FOR AND ON BEHALF OF SELLER REPRESENTATIVE:**

_____
Name: _____
Date: _____
Title: _____

**Schedule 1-A**

**Buyer**

**DESIGNATION OF AUTHORIZED REPRESENTATIVES**

The undersigned, _____, being the duly elected, qualified and acting _____ of _____ ("Buyer"), does hereby certify:

1. That each of the following representatives is at the date hereof an Authorized Representative, as such term is defined in the Cap Ex Escrow Agreement, dated _____, 2018, by and among Buyer, [Seller Representative] and Escrow Agent (the "Cap Ex Escrow Agreement"), that the signature appearing opposite each Authorized Representative's name is the true and genuine signature of such Authorized Representative, and that each Authorized Representative's contact information is current and up-to-date at the date hereof. Each of the Authorized Representatives is authorized to issue instructions, confirm funds transfer instructions by callback or email confirmation and effect changes in Authorized Representatives, all in accordance with the terms of the Escrow Agreement. Callbacks or emails confirming an instruction shall be made to an Authorized Representative other than the Authorized Representative who issued the instruction unless (a) only a single Authorized Representative is designated below, or (b) the information set forth below changes and is not updated by Buyer such that only the Authorized Representative who issued the instruction is available to receive a callback or email confirmation. Buyer acknowledges that pursuant to this Schedule, Escrow Agent is offering an option for callback or email confirmation to a different Authorized Representative, and if Buyer nevertheless names only a single Authorized Representative or fails to update Authorized Representative information, Buyer agrees to be bound by any instruction, whether or not authorized, confirmed by callback or email confirmation to the issuer of the instruction.

| NAME | SIGNATURE | TELEPHONE, CELL NUMBER and EMAIL ADDRESS |
|---|---|---|
| _____ | _____ | (ph)_____<br>(cell)_____<br>(email)_____ |
| _____ | _____ | (ph)_____<br>(cell)_____<br>(email)_____ |
| _____ | _____ | (ph)_____<br>(cell)_____<br>(email)_____ |

2. Email confirmation is only permitted to a corporate email address for purposes of this Schedule. Any personal email addresses provided will not be used for email confirmation.

3. This Schedule may be signed in counterparts and the undersigned certifies that any signature set forth on an attachment to this Schedule is the true and genuine signature of an Authorized Representative and that each such Authorized Representative's contact information is current and up-to-date at the date hereof.

4. That pursuant to Buyer's governing documents, as amended, the undersigned has the power and authority to execute this Designation on behalf of Buyer, and that the undersigned has so executed this Designation this _____ day of _____, 2018.

Signature: _____

Name: _____

Title: _____

**FOR YOUR SECURITY, PLEASE CROSS OUT ALL UNUSED SIGNATURE LINES ON THIS SCHEDULE 1-A**

All instructions, including, but not limited to, funds transfer instructions, whether transmitted by facsimile or set forth in a PDF attached to an email, must include the signature (or electronic signature subject to the conditions set forth in the Escrow Agreement) of the Authorized Representative authorizing said funds transfer on behalf of such Party.

**SCHEDULE 2**

J.P.Morgan

# Schedule of Fees and Disclosures for Escrow Agent Services

**Account Acceptance Fee** . . . . . ….....**$Waived**
Encompassing review, negotiation and execution of governing documentation, opening of the account, and completion of all due diligence documentation. Payable upon closing.

**Annual Administration Fee** . . . . . **$Waived**
The Administration Fee covers our usual and customary ministerial duties, including record keeping, distributions, document compliance and such other duties and responsibilities expressly set forth in the governing documents for each transaction. Payable upon closing and annually in advance thereafter, without pro-ration for partial years.

**Extraordinary Services and Out-of-Pocket Expenses:** Escrow Agent or any of its affiliates may receive compensation with respect to any Alternative Investment directed hereunder including without limitation charging any applicable agency fee or trade execution fee in connection with each transaction. Any additional services beyond our standard services as specified above, and all reasonable out-of-pocket expenses including attorney's or accountant's fees and expenses will be considered extraordinary services for which related costs, transaction charges, and additional fees will be billed at Escrow Agent's then standard rate. Escrow Agent may impose, charge, pass-through and modify fees and/or charges for any account established and services provided by Escrow Agent, including but not limited to, transaction, maintenance, balance-deficiency, and service fees, agency or trade execution fees, and other charges, including those levied by any governmental authority.

**Fee Disclosure & Assumptions**: Please note that the fees quoted are based on a review of the transaction documents provided and an internal due diligence review, and assumes the escrow deposit will be continuously invested in a MMDA at JPMorgan Chase Bank, N.A. No other investment of the Escrow Funds will be permitted during the term of this Agreement. Escrow Agent reserves the right to revise, modify, change and supplement the fees quoted herein if the assumptions underlying the activity in the account, level of balances, market volatility or other factors change from those used to set the fees described herein.

Payment of the invoice is due upon receipt.

**Disclosures and Agreements**

**Taxes.** The Parties shall duly complete such tax documentation or other procedural formalities necessary for Escrow Agent to complete required tax reporting and for the relevant Party to receive interest or other income without withholding or deduction of tax in any jurisdiction. Should any information supplied in such tax documentation change, the Parties shall promptly notify Escrow Agent. Escrow Agent shall withhold any taxes it deems appropriate in the absence of proper tax documentation or as required by law, including without limitation, the Foreign Account Tax Compliance Act ("FATCA"), and shall remit such taxes to the appropriate authorities.

**Representations Relating to Section 15B of the Securities Exchange Act of 1934 (Rule 15Ba1-1 et seq.) (the "Municipal Advisor Rule")**. **Each Party represents and warrants to Escrow Agent that for purposes of the Municipal Advisor Rules, none of the funds (if any) currently invested, or that will be invested in the future, in money market funds, commercial paper or treasury bills under this Agreement constitute or contain (i) proceeds of municipal securities (including investment income therefrom and monies pledged or otherwise legally dedicated to serve as collateral or a source or repayment for such securities) or (ii) municipal escrow investments (as each such term is defined in the Municipal Advisor Rule). Each Party also represents and warrants to Escrow Agent that the person providing this certification has access to the appropriate information or has direct knowledge of the source of the funds to be invested to enable the forgoing representation to be made. Further, each Party acknowledges that Escrow Agent will rely on this representation until notified in writing otherwise.**

**Patriot Act Disclosure.** Section 326 of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 ("USA PATRIOT Act") requires Escrow Agent to implement reasonable procedures to verify the identity of any person that opens a new account with it. Accordingly, the Parties acknowledge that Section 326 of the USA PATRIOT Act and Escrow Agent's identity verification procedures require Escrow Agent to obtain information which may be used to confirm the Parties' identity including without limitation name, address and organizational documents ("identifying information"). The Parties agree to provide Escrow Agent with and consent to Escrow Agent obtaining from third parties any such identifying information required as a condition of opening an account with or using any service provided by Escrow Agent.

**OFAC Disclosure**. Escrow Agent is required to act in accordance with the laws and regulations of various jurisdictions relating to the prevention of money laundering and the implementation of sanctions, including but not limited to regulations issued by the U.S. Office of Foreign Assets Control. Escrow Agent is not obligated to execute payment orders or effect any other transaction where the beneficiary or other payee is a person or entity with whom Escrow Agent is prohibited from doing business by any law or regulation applicable to Escrow Agent, or in any case where compliance would, in Escrow Agent's opinion, conflict with applicable law or banking practice or its own policies and procedures. Where Escrow Agent does not execute a payment order or effect a transaction for such reasons, Escrow Agent may take any action required by any law or regulation applicable to Escrow Agent including, without limitation, freezing or blocking funds. Transaction screening may result in delays in the posting of transactions.

**Abandoned Property**. Escrow Agent is required to act in accordance with the laws and regulations of various states relating to abandoned property, escheatment or similar law and, accordingly, shall be entitled to remit dormant funds to any state as abandoned property in accordance with such laws and regulations. Without limitation of the foregoing, notwithstanding any instruction to the contrary, Escrow Agent shall not be liable to any Party for any amount disbursed from an account maintained under this Agreement to a governmental entity or public official in compliance with any applicable abandoned property, escheatment or similar law.

**Information.** The Parties authorize Escrow Agent to disclose information with respect to this Agreement and the account(s) established hereunder, the Parties, or any transaction hereunder if such disclosure is: (i) necessary in Escrow Agent's opinion, for the purpose of allowing Escrow Agent to perform its duties and to exercise its powers and rights hereunder or for compliance with legal, tax and regulatory requirements, including, without limitation, FATCA; (ii) to a proposed assignee of the rights of Escrow Agent; (iii) to a branch, affiliate, subsidiary, employee or agent of Escrow Agent or to their auditors, regulators or legal advisers or to any competent court; (iv) to the auditors of any of the Parties; or (v) required by applicable law, regardless of whether the disclosure is made in the country in which each Party resides, in which the Cap Ex Escrow Account is maintained, or in which the transaction is conducted. The Parties agree that such disclosures by Escrow Agent and its affiliates may be transmitted across national boundaries and through networks, including those owned by third parties.

**Foreign Exchange.** If Escrow Agent accepts a funds transfer instruction under this Agreement for payment in a currency (the "Non-Account Currency") other than the currency of the account (the "Account Currency"), Escrow Agent is authorized to enter into a foreign exchange transaction to sell to the Party or Parties the amount of Non-Account Currency required to complete the funds transfer and debit the account for the purchase price of the Non-Account Currency. If Escrow Agent accepts payment to the account in a Non-Account Currency, Escrow Agent is authorized to purchase the Non-Account Currency from the Party or Parties, and to credit the purchase price to the account in lieu of the Non-Account Currency. The purchase price for the foregoing transactions shall be at a rate and spread as Escrow Agent determines in its discretion and may differ from rates at which comparable transactions are entered into with other customers or the range of foreign exchange rates at which Escrow Agent otherwise enters into foreign exchange transactions on the relevant date. Further, (i) Escrow Agent has full discretion to execute such foreign exchange transactions in such manner as Escrow Agent determines in its sole discretion and (ii) Escrow Agent may manage the associated risks of Escrow Agent's own position in the market in a manner it deems appropriate without regard to the impact of such activities on the Parties. Imbedded within the applicable foreign exchange rate or otherwise generated in connection with Escrow Agent's execution of any such transaction or management of its risk related thereto may be a profit to Escrow Agent. Any such foreign exchange transaction will be between Escrow Agent and a Party or Parties as principals, and Escrow Agent will not be acting as agent or fiduciary for the Parties**.**

**Acknowledgment of Compensation and Multiple Roles.** Escrow Agent is authorized to act under this Agreement notwithstanding that Escrow Agent or any of its subsidiaries or affiliates (such subsidiaries and affiliates hereafter individually called an "Affiliate" and collectively called "Affiliates") may (A) receive fees or derive earnings (float) as a result of providing an investment product or account on the books of Escrow Agent pursuant to this Agreement or for providing services or referrals with respect to investment products, or (B) (i) act in the same transaction in multiple capacities, (ii) engage in other transactions or relationships with the same entities to which Escrow Agent may be providing escrow or other services under this Agreement (iii) refer clients to an Affiliate for services or (iv) enter into agreements under which referrals of escrow or related transactions are provided to Escrow Agent. JPMorgan Chase Bank, N.A. may earn compensation from any of these activities in addition to the fees charged for services under this Agreement.

**THE FOLLOWING DISCLOSURES ARE REQUIRED TO BE PROVIDED UNDER APPLICABLE U.S. REGULATIONS, INCLUDING, BUT NOT LIMITED TO, FEDERAL RESERVE REGULATION D. WHERE SPECIFIC INVESTMENTS ARE NOTED BELOW, THE DISCLOSURES APPLY ONLY TO THOSE INVESTMENTS AND NOT TO ANY OTHER INVESTMENT.**

**Demand Deposit Account Disclosure**. Escrow Agent is authorized, for regulatory reporting and internal accounting purposes, to divide an escrow demand deposit account maintained in the U.S. in which the Escrow Funds are held into a non-interest bearing demand deposit internal account and a non-interest bearing savings internal account, and to transfer funds on a daily basis between these internal accounts on Escrow Agent's general ledger in accordance with U.S. law at no cost to the Parties. Escrow Agent will record the internal accounts and any transfers between them on Escrow Agent's books and records only. The internal accounts and any transfers between them will not affect the Escrow Funds, any investment or disposition of the Escrow Funds, use of the escrow demand deposit account or any other activities under this Agreement, except as described herein. Escrow Agent will establish a target balance for the demand deposit internal account, which may change at any time. To the extent funds in the demand deposit internal account exceed the target balance, the excess will be transferred to the savings internal account, unless the maximum number of transfers from the savings internal account for that calendar month or statement cycle has already occurred. If withdrawals from the demand deposit internal account exceeds the available balance in the demand deposit internal account, funds from the savings internal account will be transferred to the demand deposit internal account up to the entire balance of available funds in the savings internal account to cover the shortfall and to replenish any target balance that Escrow Agent has established for the demand deposit internal account. If a sixth transfer is needed during a calendar month or statement cycle, it will be for the entire balance in the savings internal account, and such funds will remain in the demand deposit internal account for the remainder of the calendar month or statement cycle.

**MMDA Disclosure and Agreement**. If MMDA is the investment for the escrow deposit as set forth above or anytime in the future, the Parties acknowledge and agree that U.S. law limits the number of pre-authorized or automatic transfers or withdrawals or telephonic/electronic instructions that can be made from an MMDA to a total of six (6) per calendar month or statement cycle or similar period. Escrow Agent is required by U.S. law to reserve the right to require at least seven (7) days' notice prior to a withdrawal from a money market deposit account.

**Unlawful Internet Gambling**. The use of any account to conduct transactions (including, without limitation, the acceptance or receipt of funds through an electronic funds transfer, or by check, draft or similar instrument, or the proceeds of any of the foregoing) that are related, directly or indirectly, to unlawful Internet gambling is strictly prohibited.

**Use of Electronic Records and Signatures.** As used in this Agreement, the terms "writing" and "written" include electronic records, and the terms "execute", "signed" and "signature" include the use of electronic signatures. Notwithstanding any other provision of this Agreement or the attached Exhibits, any electronic signature that is presented as the signature of the purported signer, regardless of the appearance or form of such electronic signature, may be deemed genuine by Escrow Agent in Escrow Agent's sole discretion, and such electronic signature shall be of the same legal effect, validity and enforceability as a manually executed, original, wet-inked signature; provided, however, that any such electronic signature must be an actual and not a typed signature. Any electronically signed agreement shall be an "electronic record" established in the ordinary course of business and any copy shall constitute an original for all purposes. The terms "electronic signature" and "electronic record" shall have the meanings ascribed to them in 15 USC § 7006. This Agreement and any instruction or other document furnished hereunder may be transmitted by facsimile or as a PDF file attached to an email.

# <u>Exhibit P</u>

## New Tower Plan

This Exhibit has been redacted in its entirety.

# Exhibit Q

## Critical Access Hospitals

Angel Medical Center (Franklin, NC)

Blue Ridge Regional Hospital (Spruce Pine, NC)

Highlands-Cashiers Hospital (Highlands, NC)

Transylvania Regional Hospital (Brevard, NC)

# Exhibit R

## Community CarePartners Facility Locations

CarePartners Rehabilitation Hospital
68 Sweeten Creek Road
Asheville, NC  28803

**Exhibit S**

**Home Health Agencies**

**Community CarePartners Inc. (Tax ID 56-2005198)**

d/b/a CarePartners Home Health Services
68 Sweeten Creek Rd.
Asheville, NC 28803

d/b/a CarePartners Home Health Services
88 Waynesville Plaza
Waynesville, NC 28786

d/b/a CarePartners Home Health Services
95 Francis Road
Hendersonville, NC 28792

d/b/a CarePartners Home Care & Hospice
170 Church Street
Franklin, NC 28734

d/b/a CarePartners Home Care & Hospice
1266 Asheville Highway, Ste. 5
Brevard, NC 28712

**Exhibit T**

**Hospice Agencies**

**Community CarePartners Inc. (Tax ID 56-2005198)**

d/b/a CarePartners Home Care & Hospice
170 Church Street
Franklin, NC 28734

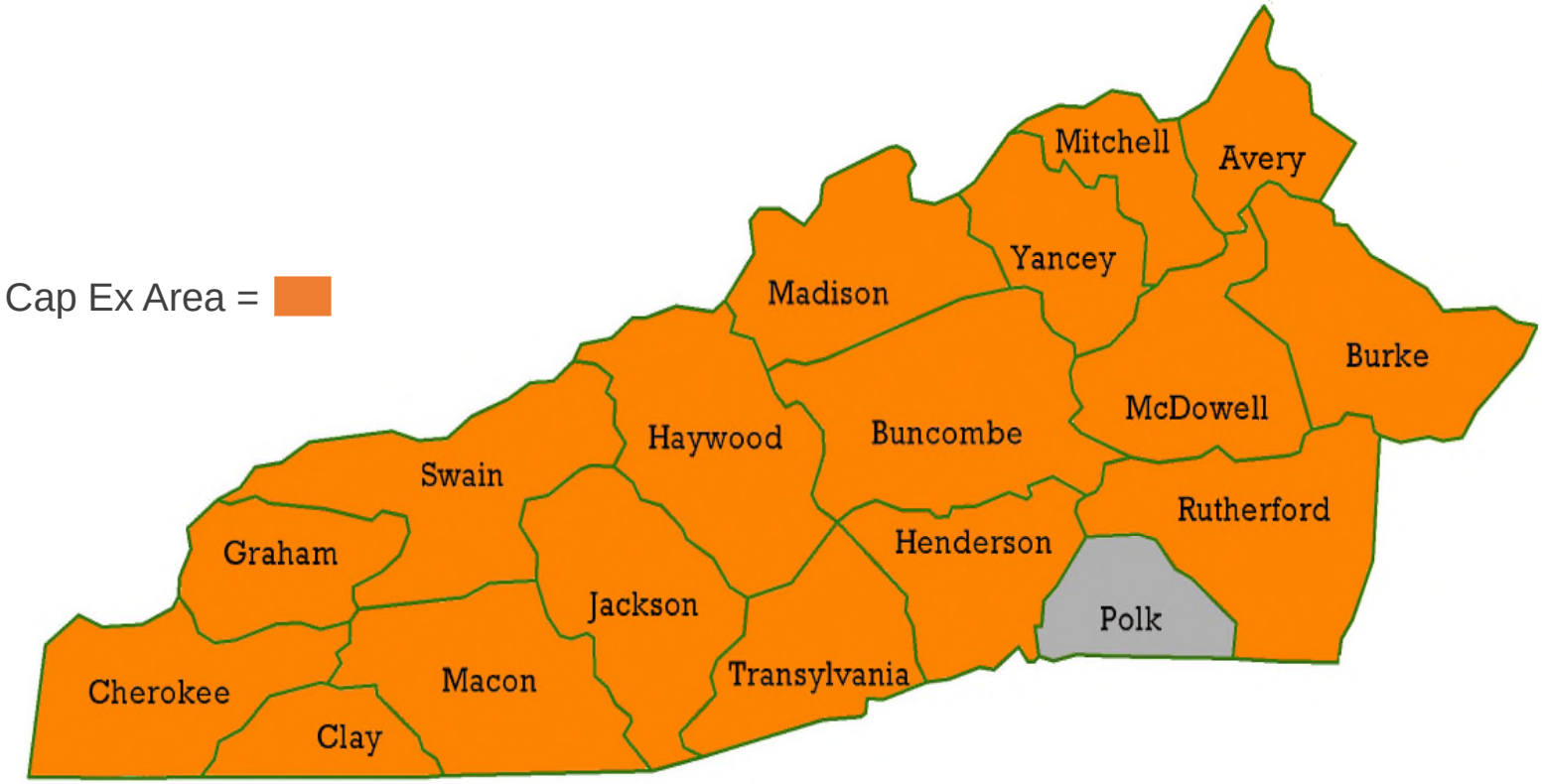
d/b/a CarePartners Home Care & Hospice
1266 Asheville Highway, Ste. 5
Brevard, NC 28712

d/b/a CarePartners Hospice and Palliative Care Services
68 Sweeten Creek Road
Asheville, NC 28803

d/b/a CarePartners Hospice and Palliative Care McDowell
575 Airport Road
Marion, NC 28752

**Exhibit U**

**Cap Ex Area**




**Western North Carolina Counties**