ASSET PURCHASE AGREEMENT

BY AND AMONG

Mission Health System, Inc.
Mission Hospital, Inc.
Mission Medical Associates, Inc.
Mission Imaging Services, LLC
Blue Ridge Regional Hospital, Inc.
Transylvania Community Hospital Inc.
Angel Medical Center, Inc.
MSJHS and CCP Joint Development Company, LLC d/b/a Asheville Specialty Hospital
The McDowell Hospital, Inc.
Community CarePartners, Inc.
Highlands-Cashiers Hospital, Inc.
WNC CareSource, LLC
Avenu Health, Inc.
McDowell Hospital Imaging Services, LLC
Mission Community Anesthesiology Specialists, LLC
Transylvania Physician Services, Inc.
Transylvania Services, Inc.
Transylvania Hospital Imaging Services, LLC
Highlands-Cashiers Physician Services, Inc.
The Eckerd Living Center LLC,

MH Master Holdings, LLLP,

HTI Hospital Holdings, Inc., and

Dogwood Health Trust

Dated as of August 30, 2018

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ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (this "**Agreement**") is made and entered into effective as of August 30, 2018 (the "**Execution Date**") by and among (i) Mission Health System, Inc., a North Carolina nonprofit corporation ("**MHS**"), Mission Hospital, Inc., a North Carolina nonprofit corporation ("**MH**"), Mission Medical Associates, Inc., a North Carolina nonprofit corporation ("**MMA**"), Mission Imaging Services, LLC, a North Carolina limited liability company ("**MIS**"), Blue Ridge Regional Hospital, Inc., a North Carolina nonprofit corporation ("**Blue Ridge**"), Transylvania Community Hospital Inc., a North Carolina nonprofit corporation ("**Transylvania**"), Angel Medical Center, Inc., a North Carolina nonprofit corporation ("**Angel**"), MSJHS and CCP Joint Development Company, LLC d/b/a Asheville Specialty Hospital, a North Carolina limited liability company ("**ASH**"), The McDowell Hospital, Inc., a North Carolina nonprofit corporation ("**McDowell**"), Community CarePartners, Inc., a North Carolina nonprofit corporation ("**Community**"), Highlands-Cashiers Hospital, Inc., a North Carolina nonprofit corporation ("**Highlands**"), WNC CareSource, LLC, a North Carolina limited liability company ("**WNC**"), Avenu Health, Inc., a North Carolina business corporation ("**Avenu**"), McDowell Hospital Imaging Services, LLC, a North Carolina limited liability company ("**McDowell Imaging**"), Mission Community Anesthesiology Specialists, LLC, a North Carolina limited liability company ("**Mission Anesthesiology**"), Transylvania Physician Services, Inc., a North Carolina nonprofit corporation ("**Transylvania PS**"), Transylvania Services, Inc., a North Carolina nonprofit corporation ("**Transylvania Services**"), Transylvania Hospital Imaging Services, LLC, a North Carolina limited liability company ("**Transylvania Imaging**"), Highlands-Cashiers Physician Services, Inc., a North Carolina nonprofit corporation ("**Highlands PS**"), The Eckerd Living Center LLC, a North Carolina limited liability company ("**Eckerd**") (each of MHS, MH, MMA, MIS, Blue Ridge, Transylvania, Angel, ASH, McDowell, Community, Highlands, WNC, Avenu, McDowell Imaging, Mission Anesthesiology, Transylvania PS, Transylvania Services, Transylvania Imaging, Highlands PS and Eckerd are referred to in this Agreement individually as a "**Seller**" and, collectively as, "**Sellers**"); (ii) MH Master Holdings, LLLP, a Delaware limited liability limited partnership ("**Buyer**"), (iii) HTI Hospital Holdings, Inc., a Delaware corporation ("**Buyer Guarantor**"), and (iv) Dogwood Health Trust, a North Carolina nonprofit corporation (the "**Foundation**" and collectively with Sellers, Buyer, and Buyer Guarantor, the "**Parties**").

W I T N E S S E T H

WHEREAS, Sellers own and operate the hospitals set forth on Exhibit A (each a "**Hospital**" and, collectively, the "**Hospitals**"); and

WHEREAS, prior to the date of this Agreement, MHS has obtained waivers of all existing rights held by Angel, Blue Ridge, Highlands, McDowell, Transylvania and Community (or their respective board of directors) or any such rights have expired as of the Execution Date, including any and all rights to unwind their affiliations with, or reacquire their Facilities from, MHS and its Affiliates; and

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

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

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

WHEREAS, Buyer Guarantor will derive material benefits from the consummation of the Contemplated Transactions and wishes to enter into this Agreement, as an inducement to Sellers to enter into this Agreement, for purposes of guaranteeing the obligations of Buyer as set forth herein; and

WHEREAS, the Parties have determined that the Contemplated Transactions will further Sellers' charitable health care mission to promote and improve the quality and expand the scope and accessibility of affordable health care and health care-related services for the communities it serves.

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

1. DEFINITIONS; INTERPRETATION.

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

"**AAA**" is defined in Section 13.3(c).

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

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

"**Additional New Tower Capital Expenditures**" is defined in Section 7.14(e)(i).

"**Adult Day Care MSA**" is defined in Section 3.2(aa).

"**Advanced Home Care**" means Advanced Home Care, Inc., a North Carolina corporation.

"**Advanced Home Care Lease**" is defined in Section 3.2(x).

"**Advisory Board**" is defined in Section 7.12.

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

"**Advocacy Joint Venture Entities**" means (a) Provider-Led, Patient-Centered Care, LLC and (b) Assuring Affordable, Quality Healthcare in North Carolina, LLC.

"**Affiliate**" means, as to the Person in question, any Person that directly or indirectly controls, is controlled by, or is under common control with, the Person in question and any successors or assigns of such Person; provided, however, with respect to Buyer (a) stockholders, officers or directors of HCA shall not be considered "Affiliates" of Buyer and (b) except for HCA, its direct and indirect subsidiaries, and Persons controlled (directly or indirectly) by HCA, no association, corporation, limited liability company, partnership, limited liability partnership, trust or other Person shall be considered an "Affiliate" of Buyer solely as a result of any direct or indirect ownership, control or other relationship between the stockholders, officers or directors of HCA and such Person. For purposes of this definition, "control" means possession, directly or indirectly, of the power to direct, or cause the direction of, the management

and policies of a Person whether through ownership of voting securities, by Contract or otherwise. For the avoidance of doubt, the Parties agree that the Foundation is not an Affiliate of any Seller or any Seller Affiliate, for purposes of this Agreement.

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

"**Agreement**" is defined in the preamble to this Agreement.

"**Allocation**" is defined in Section 11.1.

"**ALTA**" means the American Land Title Association.

"**Alternative Transaction**" is defined in Section 6.13.

"**Angel**" is defined in the preamble to this Agreement.

"**Annual Report**" is defined in Section 7.17.

"**Applications**" is defined in Section 4.17.

"**Approval**" means any approval, authorization, consent, notice, qualification or registration, or any extension, modification, amendment or waiver of any of the foregoing, of or from, or any notice, statement, filing or other communication to be filed with or delivered to, any Governmental Authority or any other Person.

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

"**Arbitrators**" is defined in Section 13.3(d).

"**ASH**" is defined in the preamble to this Agreement.

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

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

"**Assumed Contract**" is defined in Section 2.1(h).

"**Assumed Indebtedness**" means the aggregate amount (as of immediately prior to the Effective Time) of the current and long-term Liabilities of all Sellers under the Assumed Capital Leases as set forth in the Closing Statement as finally determined pursuant to Section 2.8.

"**Assumed Liabilities**" is defined in Section 2.3.

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

"**Avenu**" is defined in the preamble to this Agreement.

"**Balance Sheet Date**" means June 30, 2018.

"**Base Purchase Price**" is defined in Section 2.5.

"**Bereavement MSA**" is defined in Section 3.2(bb).

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

"**Blue Ridge**" is defined in the preamble to this Agreement.

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

"**Business**" means the ownership and operation of the Facilities and all assets and operations ancillary to or associated therewith, as currently conducted or as contemplated by Sellers to be conducted in the future.

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

"**Buyer**" is defined in the preamble to this Agreement.

"**Buyer 401(k) Plan**" is defined in Section 7.1(g).

"**Buyer Cap**" is defined in Section 10.2(c).

"**Buyer Directors**" is defined in Section 7.12.

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

"**Buyer Fundamental Representations**" means, collectively, the representations and warranties set forth in Section 5.1 (Organization; Capacity), Section 5.2 (Authority; Non-contravention; Binding Agreement) and Section 5.6 (Brokers and Finders).

"**Buyer Funded Liabilities**" means the aggregate amount of Excluded Liabilities and any other liabilities of any Seller or Seller Affiliate paid by Buyer prior to or at the Closing, if any.

"**Buyer Guarantor**" is defined in the preamble to this Agreement.

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

"**Buyer Local Directors**" is defined in Section 7.12(b).

"**Buyer Threshold**" is defined in Section 10.2(b).

"**CAHs**" means all critical access hospitals owned, leased, managed or operated by a Seller, a Seller Affiliate or any Material Joint Venture Provider Entity, as set forth on Exhibit Q.

"**Cap Ex Area**" means the area indicated on Exhibit U.

"**Cap Ex Escrow Account**" is defined in Section 7.14(a).

"**Cap Ex Report**" is defined in Section 7.14(f).

"**Cap Ex Shortfall Amount**" means the amount, if any, by which the Capital Expenditure Target exceeds the aggregate amount of Capital Expenditures made by Buyer or any of its Affiliates in accordance with Section 7.14(a) following Closing but prior to the Post-Closing Capital Expenditure Deadline.

"**Capital Expenditure Target**" means $232,000,000.

"**Capital Expenditures**" means expenditures that are capitalized by Buyer or any of its Affiliates (at which time such expenditures shall have deemed to have been made for all purposes under this Agreement) and that directly or indirectly relate to, arise out of, or are in connection with, the delivery of Healthcare Services within the Cap Ex Area, including, but not limited to, expenditures relating to or arising out of, or that are in connection with, any of the following: (i) Existing Facilities/Operations; (ii) New Facilities/Operations; (iii) real property or improvements; and (iv) equipment or other personal property. For the avoidance of doubt, Capital Expenditures shall include expenditures relating to facilities or operations of Buyer or any of its Affiliates located outside of the Cap Ex Area if such expenditures primarily relate to the delivery of Healthcare Services within the Cap Ex Area; provided that only the proportional amount of such expenditures that relate to the delivery of Healthcare Services within the Cap Ex Area, as determined by Buyer in its reasonable discretion, shall be deemed Capital Expenditures, subject to Section 7.14(g) herein.

"**Cardholder Data**" is defined in Section 4.18(j).

"**CEHRT**" is defined in Section 4.12(f).

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

"**Change of Control**" means, with respect to any Person, the transfer of any of the following (in each case whether in any transaction or series of related transactions): (i) the record or beneficial ownership, directly or indirectly, of securities or other ownership interests of such Person or such Person's direct or indirect parent entity having fifty percent (50%) or more of the combined voting power of such Person; (ii) the right to appoint a majority of the board of directors or other governing or managing body of such Person; or (iii) all or substantially all of the assets of such Person.

"**Closing**" is defined in Section 3.1.

"**Closing Date**" is defined in Section 3.1.

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

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

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

"**CMS**" means the Centers for Medicare & Medicaid Services.

"**CMS Reporting**" means any cost, quality and performance payment program reporting requirements implemented by CMS pursuant, but not limited, to the Social Security Act, the Patient Protection and Affordable Care Act of 2010 (or any replacement or successor Law), the Health Care and Education Reconciliation Act of 2010, the Pathway for Sustainable Growth Reform (SGR) Act of 2013, the Protecting Access to Medicare Act of 2014, the Improving Medicare Post-Acute Care Transformation Act of 2014, American Taxpayer Relief Act of 2012 (ATRA), Balanced Budget Act of 1997 (BBA), the Medicare, Medicaid and SCHIP (State Children's Health Insurance Program) Balanced Budget Refinement Act of 1999 (BBRA), and the Medicare, Medicaid, and SCHIP Benefits Improvement and Protection Act of 2000 (BIPA) and/or the Medicare Access & CHIP Reauthorization Act of 2015 (MACRA), each applicable at such time as healthcare services are rendered.

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

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

"**Collection Assignment Date**" is defined in Section 2.13(a).

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

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

"**Committed Capital Projects**" means the projects described in Section 7.14(e).

"**Commitments**" is defined in Section 6.6(a).

"**Community**" is defined in the preamble to this Agreement.

"**Community CarePartners Facilities**" means the Community CarePartners, Inc. facilities listed on Exhibit R.

"**Compliance Matters**" is defined in Section 7.23(a).

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

omissions of Sellers or a Person that any Seller has any direct control over to the extent such acts or omissions are not authorized by a Seller in the performance of such Person's assigned duties for Sellers.

"**Confidentiality Agreement**" means that certain Non-Disclosure Agreement by and between MHS and HCA Management Services, L.P., an Affiliate of Buyer, dated as of July 11, 2017.

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

"**Contingency**" means, with respect to a Mission Hospital / CarePartners Service or the operation of a Material Facility, as the case may be:

(i) the active medical staffs in good standing of the applicable Material Facility not having qualified, available physicians and/or clinical staff necessary for Buyer or any of its Affiliates to provide such Mission Hospital / CarePartners Service or continue such operation, as applicable;

(ii) such Mission Hospital / CarePartners Service or Material Facility, as applicable, experiencing a significant decrease in patient volumes for any reason not within the reasonable control of Buyer or any of its Affiliates, which, for purposes of this Agreement, shall be deemed to have occurred if (a) during any full calendar year after the Closing Date (using the last day of the most recently-completed calendar year as the date of determination), a decline of thirty-three percent (33%) or more occurs in the annual patient volume for such Mission Hospital / CarePartners Service or Material Facility; and (b) the actual or projected volume for such Mission Hospital / CarePartners Service or Material Facility becomes insufficient to achieve or maintain the Level of Safety and Quality for such Mission Hospital / CarePartners Service or operation that is at least equal to, or better than, the median Level of Safety and Quality at any other similarly situated facilities owned and operated by Buyer or any of its Affiliates;

(iii) a change in Law (or interpretation thereof) having a material adverse effect on the provision of such Mission Hospital / CarePartners Service or operation of such Material Facility, as applicable, for a period that is reasonably expected to be at least twenty-four (24) consecutive months;

(iv) such Mission Hospital / CarePartners Service or Material Facility, as applicable, no longer being financially viable, meaning that, after the Closing Date, for a period of at least twenty-four (24) consecutive months, the actual or projected revenue for such Mission Hospital / CarePartners Service or Material Facility has been or will be, taking into account then-current or known future reimbursement levels for such Mission Hospital / CarePartners Service or Material Facility as of the time such determination is made, less than the total facility cost (direct and indirect) of providing such Mission Hospital / CarePartners Service or operating such Material Facility; provided that such twenty-four (24)-month period shall in no case commence (a) with regard to the discontinuance of any Mission Hospital / CarePartners Service, prior to the eighth (8th) anniversary of the Effective Time and (b) with regard to the closure or sale of any Material Facilities, prior to the eighth (8th) anniversary of the Effective Time;

(v) a change in the needs of the communities, including as a result of services being provided by one or more third parties, within the service area of the applicable Material Facility reasonably necessitating a termination of such Mission Hospital / CarePartners Service or operation of such Material Facility, as applicable; or

(vi) such Mission Hospital / CarePartners Service or Material Facility, as applicable, fails to achieve or maintain the Level of Safety and Quality for such Mission Hospital / CarePartners Service or operation that is at least equal to, or better than, the median Level of Safety and Quality at any other similarly situated facilities owned and operated by Buyer or any of its Affiliates.

"**Contingency Notice**" is defined in Section 7.13(d).

"**Continuing Obligations**" is defined in Section 7.12.

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

"**Copyrights**" means all copyrights, whether in published or unpublished works, which include literary works, and any other original works of authorship fixed in any tangible medium of expression (including nutritional and weight loss manuals and written programs); Software, web site and online application content; rights to compilations, collective works and derivative works of any of the foregoing; and registrations and applications for registration for any of the foregoing and any renewals or extensions thereof.

"**Cost Report**" means any cost report required to be filed in respect of the Business or the Facilities pursuant to a Government Program or any third-party payor program.

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

"**Current Proposed Capital Plan**" means MHS's Current Proposed Capital Plan as set forth on Schedule 1B.

"**Damaged Assets**" is defined in Section 6.15.

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

"**Deeds**" is defined in Section 3.2(a).

"**Domain Name Assignment Agreement**" is defined in Section 3.2(h).

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

"**Draft Schedules**" is defined in Section 13.17.

"**Eckerd**" is defined in the preamble to this Agreement.

"**Effective Time**" is defined in Section 3.1.

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

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

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

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

"**ERISA**" is defined in Section 4.24(a).

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

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

"**Escrow Agent**" means JPMorgan Chase Bank, N.A.

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

"**Escrow Amount**" is defined in Section 2.7(c).

"**Escrow Release Date**" is defined in Section 10.11.

"**Estimated Assumed Indebtedness**" is defined in Section 2.6.

"**Estimated Buyer Funded Liabilities**" is defined in Section 2.6.

"**Estimated Closing Statement**" is defined in Section 2.6.

"**Estimated Purchase Price**" is defined in Section 2.6.

"**Estimated Seller New Tower Expenditures**" is defined in Section 2.6.

"**Estimated Working Capital**" is defined in Section 2.6.

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

"**Excluded Affiliates**" means Blue Ridge DME, LLC and BMH Solutions, Inc.

"**Excluded Assets**" is defined in Section 2.2.

"**Excluded Contracts**" means all Contracts other than the Assumed Contracts.

"**Excluded Employees**" means the employees of any Seller or any Seller Affiliate identified in the Transition Plan.

"**Excluded Liabilities**" is defined in Section 2.4.

"**Execution Date**" is defined in the preamble to this Agreement.

"**Exhibits**" means the exhibits to this Agreement.

"**Existing Facilities/Operations**" means all healthcare inpatient or outpatient facilities (including physician or other practitioner practices, ambulatory surgery centers and urgent care centers) and all other healthcare, non-healthcare and administrative operations (including corporate offices and information technology operations) owned, leased, managed or otherwise operated by any Seller immediately prior to the Effective Time.

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

"**Fair Market Value**" means, as of any measurement date, the fair market value (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. Buyer and Seller Representative may agree on the 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 Buyer and Seller Representative; provided that, if Buyer and Seller Representative are unable to agree on the 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: Buyer and Seller Representative 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 in accordance with current standards of appraisal practice and shall attest to its methods used. The appraisers shall take into account

all applicable assets and liabilities, if any, 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 Party 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, in either case, would qualify as an "expert" for business appraisals in a court of law and shall be experienced in the valuation of healthcare companies. The failure of either Buyer or Seller Representative to timely select an appraiser shall result in the other Party selecting both appraisers.

"**False Claims Act**" means the False Claims Act, as amended, 31 U.S.C. §§ 3729-3733.

"**Federal Anti-Kickback Statute**" means the Federal Health Care Program Anti-Kickback Statute, as amended, 42 U.S.C. § 1320a-7b(b).

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

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

"**Final Seller New Tower Expenditures**" means the amount actually expended by Sellers and Seller Affiliates toward completion of the development of the New Tower prior to the Closing Date, including any New Tower Excluded Liabilities paid by Sellers after the Effective Time.

"**Final Resolution Date**" means the earliest to occur of (a) thirty (30) days after delivery of the Closing Statement if a Post-Closing Notice of Disagreement is not timely received by Buyer in accordance with Section 2.8, (b) the date Buyer and Seller Representative resolve in writing all differences they have with respect to the matters specified in a Post-Closing Notice of Disagreement, if timely received by Buyer in accordance with Section 2.8 or (c) the date all disputed matters set forth in a Post-Closing Notice of Disagreement, if timely received by Buyer in accordance with Section 2.8 that are not resolved in writing by Buyer and the Seller Representative, are finally resolved in writing by the Accounting Firm in accordance with Section 2.8.

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

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

"**Foundation**" is defined in the preamble to this Agreement.

"**Foundation Cap**" is defined in Section 10.1(d).

"**FTC**" means the Federal Trade Commission.

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

"**Fund**" is defined in Section 7.16.

"**Fund Operating Agreement**" is defined in Section 3.2(t).

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

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

"**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, in each case having jurisdiction over the particular matter in question.

"**Governmental Patient Receivables**" is defined in Section 2.1(p).

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

"**HCA**" means HCA Healthcare, Inc., a Delaware corporation.

"**Healthcare III**" means Healthcare III Limited Partnership, a North Carolina limited partnership.

"**Healthcare Services**" means (A) healthcare services provided to or for the benefit of patients in connection with the Existing Facilities/Operations, the New Facilities/Operations or the Business and (B) non-healthcare and administrative services provided in connection with or in support of the Existing Facilities/Operations, the New Facilities/Operations or the Business, including, but not limited to, parking, transportation, maintenance, dietary, linen, repair, engineering, and business, administrative and technical support.

"**Healthcare VII**" means Healthcare LLC VII, a North Carolina limited liability company.

"**Healthy**" means Healthy State, Inc., a North Carolina for-profit corporation.

"**Highlands**" is defined in the preamble to this Agreement.

"**Highlands PS**" is defined in the preamble to this Agreement.

"**HIPAA**" means the Administrative Simplification Provisions of title II, subtitle F, of the Health Insurance Portability and Accountability Act of 1996 (Pub. Law No. 104-191) and all regulations promulgated thereunder, including the Privacy Standards (45 C.F.R. Parts 160 and 164), the Electronic Transactions Standards (45 C.F.R. Parts 160 and 162), and the Security Standards (45 C.F.R. Parts 160, 162 and 164), as amended by the HITECH Act, the final HIPAA/HITECH Omnibus Rules published by the U.S. Department of Health and Human Services on January 25, 2013, and as otherwise may be amended from time to time.

"**Historical Financial Information**" is defined in Section 4.5(a).

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

"**HITECH Payments**" means payments applicable to the Facilities or the Business made pursuant to the HITECH Act (and rights to such payments) from Medicare and Medicaid with respect to meaningful use of CEHRT.

"**HHAs**" mean all home health agencies owned, leased, managed or operated by a Seller, a Seller Affiliate or any Material Joint Venture Provider Entity, as set forth on Exhibit S.

"**Hospices**" mean all hospice agencies owned, leased, managed or operated by a Seller, a Seller Affiliate or any Material Joint Venture Provider Entity, as set forth on Exhibit T.

"**Hospital Local Directors**" is defined in Section 7.12(b).

"**Hospitals**" is defined in the recitals to this Agreement.

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

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

"**Immigration Act**" means the Immigration Reform and Control Act of 1986.

"**Indebtedness**" means, at any specified time (without duplication), any of the following Liabilities of any Person (whether or not contingent and including any and all principal, accrued and unpaid interest, prepayment premiums or penalties, related expenses, commitment and other fees, sale or liquidity participation amounts, reimbursements, indemnities and other amounts which would be payable in connection therewith): (a) any Liabilities of such Person for borrowed money or in respect of loans or advances; (b) any Liabilities of such Person evidenced by bonds, debentures, notes, or other similar instruments or debt securities; (c) any Liabilities of such Person as lessee under any lease or similar arrangement required to be recorded as a capital lease in accordance with GAAP but excluding any breakage costs, prepayment penalties or fees or other similar amounts payable in connection with any Assumed Capital Lease relating to any post-Closing occurrence; (d) all Liabilities of such Person under or in connection with letters of credit or bankers' acceptances, performance bonds, sureties or similar obligations; (e) any Liabilities of such Person to pay the deferred purchase price of property, goods or services other than those trade payables incurred in the ordinary course of business, which are not more than sixty (60) days past due; (f) all Liabilities of such Person arising from cash/book overdrafts; (g) all Liabilities of such Person under conditional sale or other title retention agreements; (h) all Liabilities of such Person with respect to vendor advances or any other advances made to such Person; (i) all Liabilities of such Person arising out of interest rate and currency swap arrangements and any other arrangements designed to provide protection against fluctuations in interest or currency rates; (j) all Liabilities to purchase, redeem, retire, defease or otherwise make any payment in respect of any equity interests or any warrant, right or option to acquire such equity interest, valued, in the case of a redeemable preferred interest, at the greater of its voluntary or involuntary liquidation preference plus accrued and unpaid

dividends; (k) any Liabilities of such Person related to unfunded 401(k) plans, pension plans, profits sharing plans or similar retirement plan or obligations; and (l) any Liabilities of others guaranteed by, or secured by any Encumbrance on the assets of, such Person, whether or not such indebtedness, liabilities or obligations shall have been assumed by such Person or is limited in recourse.

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

"**Indemnifying Party**" means a Party from whom indemnification is sought pursuant to Article 10.

"**Information Privacy or Security Laws**" means HIPAA and all other Laws concerning the privacy or security of Personal Information, including state data breach notification Laws, state health privacy and information security Laws, the FTC Act, the FTC Red Flag Rules and state consumer protection Laws.

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

"**Intercompany Accounts**" is defined in Section 6.18.

"**Insurance Policies**" is defined in Section 4.23.

"**Insurer Application**" is defined in Section 4.11(w).

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

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

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

"**IRS**" means the Internal Revenue Service.

"**Joint Venture Entities**" means (a) Imaging Realty, LLC, (b) BMH Solutions, Inc., (c) ProCare Inc., (d) Blue Ridge Home Care, (e) Provider-Led, Patient-Centered Care, LLC, (f) Advanced Home Care, Inc., (g) WNC Stone Center, LLC, (h) ABCCM Doctors' Medical Clinic, Inc., (i) Assuring Affordable, Quality Healthcare in North Carolina, LLC, (j) Healthcare III Limited Partnership,

(k) Healthcare Limited Liability Company VII, (l) Blue Ridge-TKC, LLC, (m) Spruce Pine Healthcare, LLC and (n) Western North Carolina Healthcare Innovators, LLC.

"**Justice Department**" means the United States Department of Justice.

"**Knowledge of Buyer**" means the actual knowledge after reasonable inquiry of Joseph A. Sowell, III, Senior Vice President and Chief Development Officer of HCA.

"**Knowledge of Sellers**" means (a) all matters with respect to which Sellers have received written notice or (b) the actual knowledge after reasonable inquiry of the Chief Executive Officer, Chief Operating Officer, Chief Financial Officer, Chief Compliance Officer, General Counsel, any senior vice presidents responsible for Sellers' operations or the facility supervisor of any Facility.

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

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

"**Leased Real Property**" means all real property leased, subleased or licensed to, or for which a right to possess or occupy has been granted to, any Seller or Seller Affiliate and used or held for use in, or otherwise relating to, the Business, together with all rights, easements and privileges of such Seller or Seller Affiliate appertaining or relating to such real property, and all improvements located on such real property.

"**Legacy Foundation**" means Mission Health System Foundation, Inc., a North Carolina not-for-profit corporation.

"**Letter Agreement**" means that certain Confidential Letter Agreement, dated as of the Execution Date, by and among Sellers and Buyer.

"**Level of Safety and Quality**" means safety and quality levels of the applicable Mission Hospital / CarePartners Service or the operation of a Material Facility, as applicable, based on an independent standard or standards reasonably selected by Buyer; provided that, if Seller Representative disagrees with Buyer's selection of any such standard, Seller Representative may dispute such selection pursuant to the dispute resolution mechanism set forth in Section 7.13(d).

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

"**Local Advisory Board**" is defined in Section 7.12(b).

"**Local Advisory Board Designation Period**" means, with respect to any given Local Advisory Board, the period during which the applicable Local Continuing Obligations remain outstanding.

"**Local Continuing Obligations**" is defined in Section 7.12(b).

"**Local Hospital Facilities**" means (i) Angel Medical Center (Franklin, North Carolina); (ii) Blue Ridge Regional Hospital (Spruce Pine, North Carolina); (iii) Highlands-Cashiers Hospital (Highlands, North Carolina); (iv) Mission Hospital McDowell (Marion, North Carolina); and (v) Transylvania Regional Hospital (Brevard, North Carolina).

"**Local Hospitals**" means Angel, Blue Ridge, Highlands, McDowell and Transylvania.

"**Losses**" means any and all losses, costs, damages or expenses, whether or not arising from or in connection with any Third-Party Claims (including interest, penalties, reasonable attorneys', consultants' and experts' fees and expenses and all amounts paid in investigation, defense or settlement of any of the foregoing); provided that Losses shall include punitive damages only to the extent awarded in connection with a Third-Party Claim.

"**LTAC Holdback Amount**" means [redacted].

"**LTAC Licensure**" means the Permits and Approvals of the Sellers used exclusively for the operation of the Asheville Specialty Hospital (Asheville, NC).

"**LTAC MSA**" is defined in Section 3.2(cc).

"**LTAC Services**" is defined in Section 7.13(e).

"**LTAC Transfer Requirements**" means the requirements set forth in 42 U.S.C. § 1395ww(d)(l)(B), 42 C.F.R. §§ 412.23(e)(l), (2)(i) and (3)(v) having been satisfied in a manner that would permit Buyer to operate the Asheville Specialty Hospital as a long-term care hospital that is exempt from the Medicare program's inpatient Prospective Payment System.

"M&A Qualified Beneficiary" means such individuals as defined in 26 CFR § 54.4980B-9, Q-4**.**

"**MAHEC**" is defined in Section 7.18.

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

"**Material Adverse Effect**" means any change, fact, circumstance, occurrence, event, effect or condition that, individually or in the aggregate with all other changes, facts, circumstances, occurrences, events, effects or conditions, directly or indirectly, results in, or could reasonably be expected to result in, a material adverse effect on (a) the ability of any Seller to consummate the Contemplated Transactions or (b) the business, operation, condition (financial or otherwise), results of operations, assets or Liabilities of the Business, taken as a whole, except to the extent resulting from (i) changes in general local, domestic, foreign, or international economic conditions, (ii) changes generally affecting the healthcare industry, (iii) acts of war, sabotage or terrorism, military actions or the escalation thereof, (iv) any changes in applicable Laws or accounting rules or principles, including changes in GAAP (or the enforcement, implementation or interpretation of any of the foregoing), (v) the announcement of, or the taking of any action required by, the Transaction Documents, including losses or threatened losses of employees, customers, suppliers, distributors or others having relationships with the Sellers or the Business or (vi) any failure by the Business to meet any internal or published projections, forecasts or revenue or earnings predictions

(provided that the underlying causes of such failures (subject to the other provisions of this definition) shall not be excluded); provided that, in each case of clauses (i), (ii), (iii) and (iv), such change, fact, circumstance, occurrence, event, effect or condition does not affect the Hospitals and the other Facilities, taken as a whole, in a substantially disproportionate manner relative to other similarly-situated hospitals and facilities.

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

"**Material Facilities**" means collectively the Mission Hospital Campus Facility, the Member Hospital Facilities and the Community CarePartners Facilities.

"**Material Joint Venture Business**" means the operation of the Material Joint Venture Entities and all assets and operations ancillary to or associated with any of the foregoing as currently conducted.

"**Material Joint Venture Entities**" means (a) Imaging Realty, LLC, (b) WNC Stone Center, LLC, (c) Western North Carolina Healthcare Innovators, LLC, (d) Blue Ridge-TKC, LLC, (e) Spruce Pine Healthcare, LLC and (f) any other Joint Venture in which MHS, directly or indirectly, owns at least 50% of the equity interests or manages or controls by contract or otherwise, and excludes the Joint Venture Entities listed on Schedule 2.2(q).

"**Material Joint Venture Facilities**" means all facilities, properties or operations owned, leased, managed or operated by any Material Joint Venture Entity, including all Material Joint Venture Provider Facilities.

"**Material Joint Venture Interest**" means any equity interest owned by any Seller in the Material Joint Venture Entities.

"**Material Joint Venture Provider Business**" means the operation of the Material Joint Venture Provider Entities and all assets and operations ancillary to or associated with any of the foregoing as currently conducted.

"**Material Joint Venture Provider Entities**" means the Material Joint Venture Entities that are healthcare providers, suppliers and payors.

"**Material Joint Venture Provider Facilities**" means all healthcare providers, healthcare suppliers, healthcare facilities, healthcare operations or Physician practices owned, leased, managed or operated by any Material Joint Venture Provider Entity.

"**McDowell**" is defined in the preamble to this Agreement.

"**McDowell Assets**" means the assets owned by McDowell as of the Execution Date which are not also used in the operation of any Facility other than the Facilities owned by McDowell.

"**McDowell County Waiver**" means an irrevocable and complete waiver and release (in recordable form and upon such terms that are reasonably satisfactory to Buyer), duly executed by McDowell County, North Carolina, of any and all rights of reversion or automatic reversion that would occur upon any conveyance or encumbrance of the Owned Real Property appurtenant to or associated with the Facilities owned by McDowell, provided that any such rights associated with restriction of such property to use for hospital purposes or related professional medical offices need not be waived or released.

"**McDowell Reversion Amount**" means [redacted].

"**McDowell Imaging**" is defined in the preamble to this Agreement.

"**Medicare Cap Liability**" is defined in Section 4.11(p).

"**Medicare Physician Fee Schedule**" means the payment structure established under the Social Security Act, Section 1848 (42 U.S.C. § 1395w-4), effective January 1, 1992, and implementing regulations, pursuant to which CMS reimburses Physicians, non-physician practitioners and certain other suppliers for delivery of Medicare Part B healthcare services.

"**Member Hospital Facilities**" means (i) Angel Medical Center (Franklin, North Carolina); (ii) Blue Ridge Regional Hospital (Spruce Pine, North Carolina); (iii) Highlands-Cashiers Hospital (Highlands, North Carolina); (iv) Mission Hospital McDowell (Marion, North Carolina); and (v) Transylvania Regional Hospital (Brevard, North Carolina).

"**Member Hospital Facility Services**" is defined in Section 7.13(b).

"**MH**" is defined in the preamble to this Agreement.

"**MHP**" means Mission Health Partners, Inc., a North Carolina nonprofit corporation; provided that "MHP" shall mean the surviving North Carolina for-profit corporation of the merger in the MHP Conversion following the effective time of such merger.

"**MHP Conversion**" is defined in Section 6.19.

"**MHS**" is defined in the preamble to this Agreement.

"**MHS Cap**" is defined in Section 10.1(d).

"**MIS**" is defined in the preamble to this Agreement.

"**Mission Anesthesiology**" is defined in the preamble to this Agreement.

"**Mission Hospital Campus Facility**" means the Memorial campus of Mission Hospital (Asheville, North Carolina).

"**Mission Hospital / CarePartners Services**" is defined in Section 7.13(a).

"**Mission Acquired Entities**" means (a) MHP and (b) Healthy.

"**MMA**" is defined in the preamble to this Agreement.

"**Monetary Lien**" means any mortgages, security interests, liens, tax or assessment liens affecting any of the Owned Real Property that is conveyed to Buyer, and any leasehold mortgages, security interests, liens, tax or assessment liens affecting any of the Leased Real Property in which any Seller owns a leasehold interest in the land relating to such Leased Real Property.

"**MSSP**" is defined in Section 4.11(u).

"**Net Working Capital**" means, as of any date of determination, the excess of (a) the current assets of the Business included in the line items set forth on Schedule 1C as of such date, but only to the

extent acquired as a Purchased Asset pursuant to and in accordance with the terms of this Agreement, less (b) the current Liabilities (including the Liability as of immediately prior to the Effective Time for the Assumed Paid Time Off) of the Business included in the line items set forth on Schedule 1C as of such date, but only to the extent acquired as an Assumed Liability pursuant to and in accordance with the terms of this Agreement, in each case, calculated in accordance with GAAP, as applied in accordance with the accounting practices, policies and principles described in the example set forth on Schedule 1C and the accounting practices, policies and principles applied in the preparation of the Business's most recent audited financial statements; provided that, in the event of an inconsistency between such accounting practices, policies or principles, Schedule 1C shall control; it being understood and agreed that Net Working Capital shall not include any Excluded Assets or Excluded Liabilities. An example calculation of Net Working Capital as of the Balance Sheet Date, which shall be used as a template for the calculation of Net Working Capital, is attached hereto as Schedule 1C.

"**New Facilities/Operations**" means all healthcare inpatient or outpatient facilities, and all other healthcare, non-healthcare and administrative operations (including corporate offices and information technology operations) that Buyer or any of its Affiliates acquire, construct, develop, lease, manage, own or otherwise operate after the Effective Time for use, directly or indirectly, in the delivery of Healthcare Services; provided that New Facilities/Operations shall not include any acute care hospital existing as of the Closing Date that is acquired by Buyer or any of its Affiliates from one or more third party sellers. "New Facilities/Operations" shall include, but not be limited to, acute care hospitals (other than as provided in the previous sentence); long term acute care hospitals; psychiatric hospitals; specialty hospitals; skilled nursing facilities; home health facilities; emergency rooms; free-standing emergency facilities; ambulance services; mobile diagnostic or treatment services; medical office buildings; diagnostic imaging facilities; children's, cardiac, rehabilitation, psychiatric, orthopedic, cancer, neuro, trauma, or other facilities that specialize in one or more disease states; healthcare facilities co-owned with physicians or third parties; physician or other practitioner practices; outpatient healthcare centers, including surgery, urgent care, pain, burn, trauma, stroke, cancer, dialysis and endoscopy centers; catheterization laboratories; and facilities used in connection with services of the type contemplated by clause (B) of the definition of "Healthcare Services".

"**New Tower**" means the Hospital for Advanced Medicine as described in the Current Proposed Capital Plan.

"**New Tower Excluded Liabilities**" means any Liabilities relating to construction performed prior to the Effective Time in connection with the New Tower, regardless of when such Liabilities become due and payable.

"**New Tower Plan**" is defined in Section 7.14(e)(i).

"**Nonprofit Corporation Act**" means the North Carolina Nonprofit Corporation Act, Chapter 55A of the North Carolina General Statutes.

"**Non-Transferable Governmental Patient Receivables**" is defined in Section 2.1(q).

"**North Carolina AG**" means the Attorney General of the State of North Carolina or some other attorney employed in the North Carolina Attorney General's Office.

"**NPIs**" is defined in Section 2.1(l).

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

"**Offer Notice**" is defined in Section 2.14(b).

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

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

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

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

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

"**Other Receivables**" is defined in Section 2.1(s).

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

"**Owned Real Property**" means all real property that is owned in whole or in part by any Seller or, solely for purposes of Article 4, by any Seller Affiliate, that is (a) used or held for use in, or otherwise relating to, the Business, (b) currently under development for use in the Business, or (c) undeveloped or unused real property located within the Restricted Area, in each case, together with all rights and interests under any Third-Party Leases, all improvements, buildings or fixtures located thereon or therein, all easements, rights of way, and other appurtenances thereto (including appurtenant rights in and to public street(s)), all architectural plans or design specifications relating to the development thereof, and all claims and recorded or unrecorded interests therein, including any and all options to acquire such real property.

"**PACE Approvals**" means all Approvals necessary in order for Sellers to transfer the PACE Licensure to Buyer.

"**PACE Holdback Amount**" means [redacted].

"**PACE Licensure**" means the Permits and Approvals of the Sellers used exclusively for the operation of the PACE Program.

"**PACE MSA**" is defined in Section 3.2(dd).

"**PACE Organization**" is defined in Section 4.11(r).

"**PACE Program**" is defined in Section 4.11(r).

"**PACE Program Agreement**" is defined in Section 4.11(r).

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

"**Parties**" is defined in the preamble to this Agreement.

"**Pass-Thru Payments**" is defined in Section 7.5(b).

"**Patents**" means all inventions (whether or not patentable and whether or not reduced to practice), patents, industrial and utility models, industrial designs, certificates of invention, and any other indicia of invention ownership issued or granted by any Governmental Authority, including all provisional applications, priority and other applications, divisionals, continuations (in whole or in part), extensions, reissues, reexaminations or equivalents or counterparts of any of the foregoing.

"**Patient Receivables Threshold**" means [redacted].

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

"**PCBs**" is defined in the definition of Environmental Condition.

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

"**Permitted Encumbrances**" means (a) zoning, subdivision and building Laws, and other land use and environmental ordinances, resolutions and regulations promulgated by Governmental Authorities, (b) statutory liens for Property Taxes either (i) not due and payable on or before the Effective Time or (ii) the validity or amount of which is being contested in good faith and for which appropriate reserves have been established in accordance with GAAP in Sellers' financial statements, (c) liens arising under the Assumed Capital Leases, (d) mechanics' and other statutory liens, provided that the underlying obligations are (i) not yet due or payable and (ii) included in the calculation Net Working Capital, (e) covenants, conditions and restrictions of record that do not materially affect any Seller's use of or operations on any Real Property and that do not materially restrict or limit the transactions contemplated by this Agreement, including Buyer's acquisition of, use of or operations on any Real Property, (f) utility easements and easements and dedications for roads and highways, (g) Encumbrances disclosed by Title Evidence that become, or are deemed to be, Permitted Encumbrances under Section 6.6(c) and (h) rights of tenants, subtenants or other occupants without any right of first refusal to purchase or similar purchase option under any Third-Party Leases. No Monetary Lien will be deemed a Permitted Encumbrance except for liens described in (b), (c) and (d) above or as otherwise expressly set forth in this Agreement.

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

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

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

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

"**Physician**" means a doctor of medicine or osteopathy, a doctor of dental surgery or dental medicine, a doctor of podiatric medicine, a doctor of optometry, or a chiropractor, as defined in section 1861(r) of the Social Security Act.

"**Physician or Dental Clinic**" means a clinic that provides dental care and/or primary care, but does not have ancillary operations (other than basic in-office laboratory services and x-ray services), primarily to indigent patients and Medicaid patients.

"**Plans**" is defined in Section 4.24(a).

"**Post-Closing Capital Expenditure Deadline**" is defined in Section 7.14(a).

"**Post-Closing LTAC Transfer Effective Date**" is defined in Section 2.15(b).

"**Post-Closing PACE Transfer Effective Date**" is defined in Section 2.16(b).

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

"**Post-Closing JV Transfer Effective Date**" is defined in Section 2.14(b).

"**Post-Closing LTAC Transfer Effective Date**" is defined in Section 2.15.

"**Post-Closing McDowell Transfer Effective Date**" is defined in Section 2.17.

"**Post-Closing PACE Transfer Effective Date**" is defined in Section 2.16.

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

"**Practitioner**" or "**Practitioners**" is defined in Section 4.6.

"**Precedent TSA**" is defined in Section 6.20(b).

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

"**Prepaid Expenses**" means all prepaid expenses made with respect to the Business that are assumable and result in an economic benefit to Buyer and are not related to Excluded Assets or Excluded Liabilities.

"**Private Program**" is defined in Section 4.9.

"**Proceeding**" means any action, arbitration, charge, claim, complaint, demand, dispute, audit, grievance, hearing, inquiry, investigation, self-disclosure, litigation, proceeding, qui tam action, suit (whether civil, criminal, administrative, judicial, or investigative) commenced, brought, conducted, or heard by or before, or otherwise involving, any (a) Governmental Authority, (b) Medicare fiscal intermediary or administrative contractor, recovery audit contractor, zone program integrity contractor, or (c) arbitrator, whether at law or in equity.

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

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

"**Proposed Capital Projects**" is defined in Section 7.14(c).

"**Purchase Price**" is defined in Section 2.5.

"**Purchased Assets**" is defined in Section 2.1.

"**Real Property**" means, collectively, the Owned Real Property and the Leased Real Property.

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

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

"**Regional Asthma Lease**" is defined in Section 3.2(y).

"**Rehabilitation Hospital**" is defined in Section 4.11(q).

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

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

"**Required Seller New Tower Expenditures**" means the aggregate amount set forth on Schedule 1D for all calendar months during the period prior to the earlier of (A) the Closing Date and (B) December 31, 2018.

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

"**Restricted Area**" means the following counties in the State of North Carolina as depicted on Exhibit B: Avery, Buncombe, Burke, Cherokee, Clay, Graham, Haywood, Henderson, Jackson, Macon, Madison, McDowell, Mitchell, Polk, Rutherford, Swain, Transylvania and Yancey.

"**Restricted Business**" means any healthcare facility, business or service that may now or hereafter compete with the Business, whether provided in-person or through tele-medicine or other remote platform, including the following: acute care hospitals; long term acute care hospitals; psychiatric hospitals; specialty hospitals; ambulance or other healthcare related transportation services; medical office buildings; cancer treatment centers (including outpatient radiation oncology centers, gamma-knife centers and cyber-knife centers); children's, cardiac, rehabilitation, orthopedic, cancer, neuro, trauma or other facilities that specialize in one or more disease states; Physician practices; outpatient clinics, including surgery, urgent care, pain, burn, trauma, stroke, cancer and endoscopy centers; ambulatory surgery centers; free-standing emergency facilities or departments; psychiatric services; diagnostic imaging services; neonatal intensive care facilities; physical therapy facilities; catheterization laboratories; nursing facilities; and facilities, businesses or services in support of any such healthcare facility, business or service.

"**Restricted JV Amounts**" is defined in Section 2.5.

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

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

"**Retention Bonus Commitment**" means [redacted].

"**Retention Payment Agreement**" means a retention payment agreement between MHS and a Transferred Employee that is set forth on Schedule 7.1(m) (the "**Retention Payment Agreement Schedule**"), a copy of which shall have been delivered to Buyer, or may be added to Schedule 7.1(m) after the date hereof in compliance with Section 6.2(viii).

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

"**Safe Kids Lease**" is defined in Section 3.2(z).

"**Sale Notice**" is defined in Section 7.20(a).

"**Sale Process**" is defined in Section 7.20(a).

"**Sale Result Notice**" is defined in Section 7.20(a).

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

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

"**Seller 403 Plan**" is defined in Section 7.1(g).

"**Seller Affiliate**" means any Affiliate of any Seller (including any Mission Acquired Entity), other than Excluded Affiliates.

"**Seller Bank Accounts**" is defined in Section 4.31.

"**Seller Cap**" is defined in Section 10.1(c).

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

"**Seller DC Plans**" is defined in Section 7.1(g).

"**Seller Directors**" is defined in Section 7.12.

"**Seller Employees**" means the employees of any Seller or Seller Affiliate (other than the Excluded Employees) who, as of immediately prior to the Closing Date, (i) work at the Facilities, (ii) otherwise provide services to the Business, or (iii) are on Sellers' or Seller Affiliates' payroll, including employees who are absent due to vacation, family leave, short-term disability, or other approved leave of absence.

"**Seller Fundamental Representations**" means, collectively, the representations and warranties set forth in [redacted] and [redacted].

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

"**Seller Representative**" means MHS or, from and after the date MHS assigns its rights to the Foundation pursuant to Section 3.5(b), the Foundation.

"**Seller Significant Representations**" means, collectively, the representations and warranties set forth in [redacted] and [redacted].

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

"**Sellers**" is defined in the preamble to this Agreement.

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

"**Software**" means any and all (a) computer programs and other software, including software implementations of algorithms, models, and methodologies, whether in source code, object code or other form, including libraries, subroutines and other components thereof; (b) computerized databases and other computerized compilations and collections of data or information, including all data and information included in such databases, compilations or collections (whether machine readable or otherwise) and rights therein; (c) screens, user interfaces, command structures, report formats, templates, menus, buttons and icons; (d) descriptions, flow-charts, architectures, development tools, and other materials used to design, plan, organize and develop any of the foregoing; and (e) all documentation, including development, diagnostic, support, user and training documentation related to any of the foregoing.

"**Specified Laws**" means Title XIX of the Social Security Act, 42 U.S.C. §§ 1396-1396w-5 (the Medicaid statute); the Program Fraud Civil Remedies Act, 31 U.S.C. §§ 3801-3812; the Anti-Kickback Act of 1986, 41 U.S.C. §§ 51-58; the Civil Monetary Penalties Law, 42 U.S.C. §§ 1320a-7a and 1320a-7b; the Exclusion Laws, 42 U.S.C. § 1320a-7; 42 C.F.R. §§ 424.500-570; the Stark Law; HIPAA; any similar state and local Laws that address the subject matter of the foregoing; any state Law or precedent relating to the corporate practice of the learned or licensed healthcare professions; any state Law concerning the splitting of healthcare professional fees or kickbacks; any state Law concerning healthcare professional self-referrals; any state healthcare professional licensure Laws, qualifications or requirements for the practice of medicine or other learned healthcare profession; any state requirements for business corporations or professional corporations or associations that provide medical services or practice medicine or related learned healthcare profession; worker's compensation; any state and federal controlled substance and drug diversion Laws, including the Federal Controlled Substances Act (21 U.S.C. § 801, *et seq.*) and the regulations promulgated thereunder; and all applicable implementing regulations, rules, ordinances and Orders related to any of the foregoing.

"**Standard Software**" means generally commercially available, "off the shelf" or "shrink wrapped" Software that has not been modified, customized for Seller or any Seller Affiliate that has an annual license and support cost of $5,000 or less.

"**Stark Law**" means Title XVIII of the Social Security Act, 42 U.S.C. §§ 1395-1395lll (the Medicare statute), including specifically, the Ethics in Patient Referrals Act, as amended.

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

"**Surveyor**" is defined in Section 6.6(b).

"**Surveys**" is defined in Section 6.6(b).

"**Survival Expiration Date**" is defined in Section 10.9(a).

"**Tail Policies**" is defined in Section 6.17.

"**Target Working Capital**" means an amount equal to [redacted]

"**Tax Proceeding**" is defined in Section 11.4.

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

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

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

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

"**Third-Party Lease**" means any lease, sublease, license, occupancy agreement or other contractual obligation pursuant to which any Seller currently leases, subleases or licenses to a third party all or some portion of the Real Property, together with any amendments, supplements, exhibits, addenda and modification thereto.

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

"**Title and Survey Cap**" is defined in Section 10.1(c).

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

"**Title Company**" means First American Title Insurance Company.

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

"**Total Fund Commitment**" means $50,000,000.

"**Trade Secrets**" means anything that would constitute a "trade secret" under applicable Laws, including ideas, research and development information, know-how, formulas, compositions, technical data, designs, drawings, specifications, research records, records of inventions, test information, financial, marketing and business data, customer and supplier lists and information, pricing and cost information, business and marketing plans and proposals.

"**Trademark Assignment Agreement**" is defined in Section 3.2(g).

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

"**Transaction Documents**" means this Agreement, the Deeds, the Bill of Sale, the Assignment and Assumption Agreement, the Lease Assignments, the Power of Attorney, the Trademark Assignment Agreement, the Domain Name Assignment Agreement, the Transition Plan, the Escrow Agreement, and the other certificates, contracts, instruments, and documents contemplated to be delivered or executed in connection with this Agreement.

"**Transfer Taxes**" means any real property transfer, sales, use, documentary, transfer, value added, stock transfer, and stamp Taxes, any transfer, recording, registration, and other fees, and any similar Taxes imposed on the transactions (or deemed transactions) contemplated by, or related to, this Agreement.

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

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

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

"**Transferred Interests**" means the equity, membership or other similar interests in the Mission Acquired Entities, Imaging Realty, LLC, Provider-Led, Patient-Centered Care, LLC, WNC Stone Center, LLC, Assuring Affordable, Quality Healthcare in North Carolina, LLC, Western North Carolina Healthcare Innovators, LLC, Blue Ridge-TKC, LLC and Spruce Pine Healthcare, LLC, in each case that are held by the Sellers on the Execution Date.

"**Transferred Seller Bank Accounts**" is defined in Section 2.1(t).

"**Transition Plan**" means the transition plan, substantially in the form delivered by Buyer to Sellers as of the Execution Date, providing a transition plan for the Excluded Employees and the aggregate number of Transferred Employees who will be terminated within the 12-month period following the Closing.

"**Transition Services Agreement**" is defined in Section 3.2(w).

"**Transylvania**" is defined in the preamble to this Agreement.

"**Transylvania Imaging**" is defined in the preamble to this Agreement.

"**Transylvania Lease**" is defined in Section 2.19.

"**Transylvania MOBs**" means (i) those certain four medical office buildings located at 87 and 89 Medical Park Drive and 157 and 159 Medical Park Drive, Brevard, Transylvania County, North Carolina and (ii) that certain medical office building located at 187 Medical Park Drive, Brevard, Transylvania County, North Carolina.

"**Transylvania PS**" is defined in the preamble to this Agreement.

"**Transylvania Waiver**" means one or more complete and irrevocable waivers and releases (in recordable form and upon such terms that are reasonably satisfactory to Buyer), duly authorized and executed by Transylvania Community Hospital, Inc., or its successors and assigns, and by Transylvania Community Hospital Association, Inc., or its successors and assigns, (such corporations and their respective successors and assigns are referred to collectively as the "**Transylvania MOBs Beneficiaries**") of any restrictions or limitations whatsoever on the use or conveyance of the real property on which the Transylvania MOBs are located or which is appurtenant to the Transylvania MOBs that are set forth in (i) that certain North Carolina Special Warranty Deed, dated July 30, 1987, of record in Deed Book 296, page 754, Register of Deeds, Transylvania County, North Carolina and (ii) that certain North Carolina Special Warranty Deed, dated April 30, 1997, of record in Deed Book 418, page 72, Register of Deeds, Transylvania County, North Carolina.

"**Transylvania Services**" is defined in the preamble to this Agreement.

"**Uninsured and Charity Care Policy**" means the policy for charity care and uninsured patients attached as Exhibit C.

"**VDR**" means the Intralinks data room titled "Mission Health".

"**WARN Act**" means the Worker Adjustment and Retraining Notification Act, 29 U.S.C. §§ 2101, *et seq*. and a comparable North Carolina state or local Law, if any.

"**WNC**" is defined in the preamble to this Agreement.

"**WNCHN**" is defined in Section 7.24.

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

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

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

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

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

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

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

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

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

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

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

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

(l) the phrases "Sellers have delivered," "Sellers have provided," "Sellers have made available" and phrases of similar import shall mean that, prior to the Execution Date, Sellers have made the document or information in question available by posting a copy thereof to the Intralinks data room titled "Mission Health";

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

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

(o) nothing in the Schedules shall be deemed adequate to disclose an exception to a representation or warranty herein unless the Schedule identifies the exception with reasonable particularity and describes the relevant facts in reasonable detail. Without limiting the generality of the foregoing, the mere listing (or inclusion of a copy) of a document or other item shall not be deemed adequate to disclose an exception to a representation or warranty made herein (unless the representation or warranty has to do with the existence of the document or other item itself or the applicability of such document or item to such other representation or warranty is reasonably apparent on its face); and

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

2. SALE OF ASSETS AND CERTAIN RELATED MATTERS.

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

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

(b) leasehold title or license to, or (subject to Section 6.3(b), to the extent assignable) other contractual right to use, occupy or possess, the Leased Real Property and all other interests of Sellers in all Tenant Leases, Third-Party Leases, and leasehold improvements;

(c) all Personal Property;

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

(e) all Prepaid Expenses;

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

(g) the Books and Records;

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

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

(j) all Transferred Intellectual Property, including the Trademarks (or variations thereof) that are used or held for use in, or otherwise relating to, the Business and all right, title and interest in and to the Domain Names set forth on Schedule 2.1(j), all Transferred Information Technology Systems, and all right, title and interest of any Seller and any Seller Affiliate to use of the names set forth on Schedule 2.1(j) and any derivatives or variations thereof (the "**Restricted Names**");

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

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

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

(n) any insurance proceeds arising in connection with damage to the Purchased Assets occurring prior to the Effective Time to the extent not expended for the repair or restoration of such Assets;

(o) all HITECH Payments pertaining to the Facilities for the Federal Fiscal Year or the calendar year (depending on what was used as the attestation period) in which the Effective Time occurs and all subsequent Federal Fiscal Years or calendar years, as applicable, excluding the portion of the HITECH Payments pertaining to the calendar year in which the Effective Time occurs to which Sellers have a right under Section 7.4;

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

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

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

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

(t) the Seller Bank Accounts listed on Schedule 2.1(s) (the "**Transferred Seller Bank Accounts**");

(u) the Transferred Interests; and

(v) to the extent not included in any of the foregoing, (i) any assets included in the determination of Closing Working Capital or reflected on the Reference Balance Sheet, other than any assets used, consumed or disposed of in the ordinary course of business since the Balance Sheet Date, (ii) any assets purchased or otherwise acquired since the Balance Sheet Date that are not reflected on the Reference Balance Sheet but that are used or held for use in, or otherwise relating to, the Business, and (iii) all other assets (other than the Excluded Assets) that are owned, leased or used by any Seller or Seller Affiliate and used or held for use in, or otherwise relating to the Business, whether or not scheduled or described herein.

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

(a) any bank account of any Seller or Seller Affiliate other than the Transferred Seller Bank Accounts, and all cash and cash equivalents, marketable securities and other investments of any Seller or Seller Affiliate, including all cash and cash equivalents in the Transferred Seller Bank Accounts or any bank account of any Seller or Seller Affiliate as of immediately prior to the Effective Time;

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

(c) all Plans (other than any Plan that is an Assumed Contract) and records relating thereto;

(d) all organizational documents, corporate records, minute books, stock books, proprietary manuals, other proprietary materials of, and other records relating to the corporate organization of, any Seller or Seller Affiliate, except in connection with any Joint Venture Entities;

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

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

(g) the Excluded Contracts;

(h) all HITECH Payments pertaining to the Facilities for all Federal Fiscal Years or calendar years (depending on what was used as the attestation period) ending prior to the Effective Time, and the portion of the HITECH Payments pertaining to the calendar year in which the Effective Time occurs to which Sellers have a right under Section 7.4;

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

(j) all rights to (i) settlements and retroactive adjustments, if any, for open cost reporting periods ending at or prior to the Effective Time (whether open or closed) arising from or against the federal government or any state under the terms of the Government Programs and against any commercial third-party payor under the terms of private programs that settle on a cost-report basis, including, but not limited to, Medicare, Medicaid and TRICARE, ("**Agency Settlements**") and (ii) amounts recorded as a receivable by the Hospitals under any waiver or supplemental payment programs for periods on or prior to the Effective Time consistent with historical accounting practices;

(k) any Seller's assets held in connection with any self-funded insurance programs and reserves, if any;

(l) any Permits or Approvals that are not transferable to Buyer pursuant to applicable Laws;

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

(n) any restricted funds of any Seller or any Seller Affiliate that are not capable of being transferred to Buyer and any gift documentation, agreements and obligations related thereto;

(o) any assets of the Legacy Foundation, the Foundation, Blue Ridge Regional Hospital Foundation, Inc., McDowell Healthcare Foundation, Inc., CarePartners Foundation, Inc., TRH Foundation, Inc. or Highlands-Cashiers Hospital Foundation;

(p) any money or investments held by a creditor, trustee or other agent on behalf of a creditor that is expected to be used, together with amounts described in Section 2.7(b), to retire, prepay or defease any outstanding Indebtedness or other Liabilities described in clause (ii) of Section 3.2(o);

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

(r) any Non-Transferrable Governmental Patient Receivables; and

(s) to the extent the McDowell County Waiver has not been obtained as of the Effective Time, the McDowell Assets.

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

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

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

(c) the Assumed Capital Leases as described on Schedule 2.3(c), but only to the extent that the amount of such Liabilities is included in the calculation of the Assumed Indebtedness, as reflected in the Closing Statement as finally determined pursuant to Section 2.8;

(d) all Liabilities relating to COBRA continuation coverage and the aggregate health flexible spending account balances, as of immediately prior to the Closing, for any Seller Employees; and

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

2.4 Excluded Liabilities. Other than the Assumed Liabilities, Buyer shall not be responsible to pay, perform, discharge or assume, and none of the Purchased Assets shall be or become liable for or subject to, any Liabilities of any Seller or Seller Affiliate, any Liabilities related to the ownership or operation of the Business or the Purchased Assets prior to the Effective Time, or any Liabilities related to any of the Excluded Assets or any acts or omissions by any Seller or Seller Affiliate (the "**Excluded Liabilities**"). For the avoidance of doubt, Excluded Liabilities shall include any Taxes and other Losses in respect of Taxes arising out of relating to (a) Sellers or any Seller Affiliate before or after the Closing and (b) the Purchased Assets or the Business with respect to any taxable period (or portion thereof) ending prior to the Effective Time. Sellers shall, and shall cause each Seller Affiliate to, pay, perform and discharge all Excluded Liabilities which any of them is obligated to pay, perform and discharge when such Excluded Liabilities become due and payable.

2.5 Purchase Price; Adjustments. Subject to the terms and conditions hereof, the aggregate consideration to be paid by Buyer for the Purchased Assets shall be (a) an amount equal to (i) $1,468,000,000 (the "**Base Purchase Price**") plus (ii) the amount, if any, by which the Closing Working Capital exceeds the Target Working Capital, minus (iii) the amount, if any, by which the Target Working Capital exceeds the Closing Working Capital, minus (iv) the Assumed Indebtedness, minus (v) the amount, if any, by which the Required Seller New Tower Expenditures exceeds the Final Seller New Tower Expenditures, [redacted] minus (vii) the amount of the Buyer Funded Liabilities, minus (viii) to the extent that any required consent is not

obtained with respect to any Transferred Interests or any repurchase right is exercised with respect to any Transferred Interests resulting in such Transferred Interests not being transferred to Buyer at Closing, the amount corresponding to such Transferred Interests as set forth in Schedule 2.5 (collectively, the "**Restricted JV Amounts**"), minus (ix) to the extent the LTAC Transfer Requirements are not satisfied as of the Effective Time, the LTAC Holdback Amount, minus (x) to the extent the PACE Approvals have not been obtained as of the Effective Time, the PACE Holdback Amount, minus (xi) to the extent that Sellers have not obtained the McDowell County Waiver as of the Closing Date, the McDowell Reversion Amount, (the resulting amount from the foregoing, as finally adjusted pursuant to Section 2.8, the "**Purchase Price**"), and (b) Buyer's assumption of the Assumed Liabilities. The Purchase Price to be paid by Buyer at Closing shall be based on estimates of the Closing Working Capital (as contemplated by Section 2.6), and such amounts shall be subject to adjustment after the Closing pursuant to Section 2.8 and other provisions of this Agreement.

2.6 Delivery of Estimated Closing Statement. Seller Representative shall prepare and deliver to Buyer, not more than five (5) Business Days (but at least three (3) Business Days) prior to the Closing Date, a statement, in form and substance reasonably satisfactory to Buyer (the "**Estimated Closing Statement**"), setting forth in reasonable detail Sellers' (a) good faith written estimate of the Closing Working Capital (the "**Estimated Working Capital**"), calculated using the same accounting principles, methodologies, policies, and practices used in the example calculation of Net Working Capital as of the Balance Sheet Date set forth on Schedule 1C, (b) good faith written estimate of the Assumed Indebtedness (the "**Estimated Assumed Indebtedness**"), (c) good faith written estimate of the Buyer Funded Liabilities (the "**Estimated Buyer Funded Liabilities**"), (d) good faith written estimate of the Final Seller New Tower Expenditure (the "**Estimated Seller New Tower Expenditures**") and (e) calculation of the Purchase Price payable at Closing in accordance with Section 2.5 as if such Estimated Working Capital, Estimated Assumed Indebtedness, Estimated Buyer Funded Liabilities and Estimated Seller New Tower Expenditures were the actual amount of Closing Working Capital, Assumed Indebtedness, Buyer Funded Liabilities and Final Seller New Tower Expenditures (the Purchase Price as so estimated, the "**Estimated Purchase Price**"). All amounts set forth in the Closing Statement shall be subject to the review, comment, and approval of Buyer, which shall not be unreasonably withheld, conditioned, or delayed. To the extent requested by Buyer, Seller Representative shall promptly provide Buyer with reasonable access to such information of Sellers, including the information used by Sellers in calculating such amounts, as is reasonably necessary for Buyer to review such amounts.

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

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

(b) to the creditors, trustees or other agents on behalf of creditors of Sellers by wire transfer of immediately available funds to the accounts so designated by such parties to Buyer, the amounts set forth in the payoff letters, escrow agreements, letters of instructions or similar instruments delivered pursuant to Section 3.2(o); and

(c) to the Escrow Agent by wire transfer of immediately available funds to the bank account designated by the Escrow Agent in the Escrow Agreement, an amount equal to $150,000,000 (the "**Escrow Amount**") for deposit into an escrow account (the "**Escrow Account**") established pursuant to the terms of the Escrow Agreement to support Sellers' and the Foundation's indemnification obligations pursuant to and in accordance with Article 10, Sellers' payment obligations pursuant to and in accordance

with Section 2.8 and Sellers' and the Foundation's other payment obligations pursuant to and in accordance with the Transaction Documents.

2.8 Post-Closing Adjustment to Purchase Price.

(a) Not more than ninety (90) days after the Closing Date, Buyer shall prepare and deliver to Seller Representative a statement (the "**Closing Statement**") setting forth in reasonable detail Buyer's calculation of (i) the actual amount of the Closing Working Capital, calculated using the same accounting principles, methodologies, policies, and practices used in the example calculation of Net Working Capital as of the Balance Sheet Date set forth on Schedule 1C (provided that, unless otherwise mutually agreed by Buyer and Seller Representative, no adjustments shall be made to the Closing Statement in respect of (A) Excluded Assets, (B) Excluded Affiliates, (C) Joint Venture Entities that are not Transferred Interests or (D) Affiliates of MHS that are not Sellers, unless such adjustment is included in Schedule 1C), (ii) the actual amount of the Assumed Indebtedness, (iii) the actual amount of the Final Seller New Tower Expenditures, (iv) the actual amount of the Buyer Funded Liabilities and (v) the Purchase Price in accordance with Section 2.5 resulting from such actual amount of Closing Working Capital, Assumed Indebtedness, Final Seller New Tower Expenditures and Buyer Funded Liabilities. The calculations to be made by Buyer pursuant to this Section 2.8(a) shall be based exclusively on the facts and circumstances as they existed immediately prior to the Effective Time and shall exclude the effects of any event, act, change in circumstances or similar development arising or occurring thereafter. The Closing Statement shall become Final and Binding on the Final Resolution Date.

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

does not receive a Post-Closing Notice of Disagreement from Seller Representative within such sixty (60)-day period, then the amounts set forth in the Closing Statement shall become Final and Binding.

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

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

(e) If the Purchase Price as finally determined pursuant to this Section 2.8 is less than the Estimated Purchase Price (the absolute value of such difference, the "**Closing Payment Shortfall Amount**"), then Buyer shall be paid an amount equal to the Closing Payment Shortfall Amount at the option of Buyer, either (A) from the Escrow Account or (B) from MHS and the Foundation on a joint and several basis. Within five (5) Business Days after the Final Resolution Date, Seller Representative shall make, and/or Buyer and Seller Representative shall direct the Escrow Agent to make, as applicable, any payment or release contemplated by this Section 2.8(e), in each case by wire transfer of immediately available funds to one or more accounts designated in writing by the applicable payee.

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

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

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

2.9 Proration.

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

(b) Notwithstanding anything herein to the contrary, and without duplication of any amounts included in the determination of Closing Working Capital, all Property Taxes, if any, on the Purchased Assets shall be prorated by Buyer and Sellers on the Closing Date as of the Effective Time. All such amounts to be prorated will be reflected on a Property Tax proration statement (the "**Property Tax Statement**") to be agreed upon by the Parties prior to the Closing Date. If necessary for such proration, payments for Property Taxes shall initially be determined based on the previous calendar year's Property Taxes and shall later be adjusted to reflect the current calendar year's Property Taxes when the Property Tax bills are finally rendered. Sellers shall be liable for (and shall reimburse Buyer to the extent that Buyer shall have paid) that portion of Property Taxes relating to, or arising in respect of, periods ending prior to the Effective Time, and Buyer shall be liable for (and shall reimburse Sellers to the extent Sellers shall have paid) that portion of Property Taxes relating to, or arising in respect of, periods (or portions thereof) ending after the Effective Time, including, in each case, any adjustments made after the Closing Date to the amounts reflected on the Property Tax Statement for the actual amount of Property Taxes as finally determined for the applicable period (taking into account any related fees and costs incurred by Buyer in such determination). The Parties shall report any Tax deductions in respect of such Property Taxes only for the Property Taxes such Party is responsible for pursuant to this Section 2.9(b). The Parties shall cooperate to avoid, to the extent legally possible, the payment of duplicate Property Taxes, and each Party shall furnish, at the request of any other Party, proof of payment of any Property Taxes or other documentation that is a prerequisite to avoid payment of a duplicate Property Tax.

2.10 Withholding Rights. Without limiting any other provision of this Agreement, each of Buyer and the Escrow Agent shall be entitled to deduct and withhold from any consideration otherwise payable to or on behalf of any Seller or the Foundation pursuant to this Agreement or any other Transaction Document only such amounts as it is required to deduct and withhold with respect to the making of such payment under the Code, or any other provision of applicable Tax Law; provided,

however, Buyer or the Escrow Agent, as applicable, shall use commercially reasonable efforts to provide to the applicable Seller or the Foundation subject to such withholding written notice of the intent to make such deduction and withholding at least three (3) days prior to such deduction and withholding and to provide the applicable Seller or the Foundation with the opportunity to submit documentation to demonstrate that no withholding is required or a reduced rate of withholding is permitted. To the extent that such amounts are so withheld and Buyer or the Escrow Agent, as applicable, timely deposits such withholdings with the applicable Governmental Authority, such withheld amounts shall be treated for all purposes of this Agreement as having been paid to or on behalf of the applicable Seller or the Foundation in respect to which such deduction and withholding was made.

2.11 Remittances.

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

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

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

2.13 Patient Receivables.

(a) From and after the Closing until the Collection Assignment Date, Buyer shall use commercially reasonable efforts to collect all Pre-Closing Patient Receivables in accordance with Buyer's

policies regarding the collection of accounts receivable. At the time at which Buyer's collections exceed the Patient Receivables Threshold, either Buyer or MHS may elect to have all uncollected Pre-Closing Patient Receivables assigned by Buyer to MHS, subject to such assignment being permissible under applicable Law. On or after the first anniversary of the Closing Date, Buyer may elect to assign to MHS all uncollected Pre-Closing Patient Receivables (to the extent not previously assigned pursuant to the preceding sentence), subject to such assignment being permissible under applicable Law. The date on which the uncollected Pre-Closing Patient Receivables are assigned to MHS is referred to as the "**Collection Assignment Date**." From and after the Collection Assignment Date, MHS shall be entitled to collect any uncollected Pre-Closing Patient Receivables that are assigned to it pursuant to this Section 2.13; provided that MHS shall pursue collections against individuals in compliance with Buyer's policies regarding the collection of accounts receivable.

(b) Within fifteen (15) Business Days after the end of each calendar quarter that ends prior to the Collection Assignment Date, Buyer shall provide to the Foundation and the Seller Representative a statement setting forth the amount collected in respect of the Pre-Closing Patient Receivables as of the end of such calendar quarter, together with reasonable supporting information. Once during each six month period following the Closing and prior to the Collection Assignment Date, Buyer shall provide to the Seller Representative and its accountants reasonable access, during normal business hours and upon reasonable notice, to review the financial books and records of Buyer to the extent desired to audit the amount of Pre-Closing Patient Receivables collected.

(c) Between the time that Buyer's collections exceed the Patient Receivables Threshold and the Collection Assignment Date, Buyer shall pay to MHS any amount collected in respect of the Pre-Closing Patient Receivables in excess of the Patient Receivables Threshold within ten (10) Business Days of collection. Within fifteen (15) Business Days after the Collection Assignment Date, Buyer shall provide to the Seller Representative a statement (the "**Collection Statement**") setting forth the aggregate amount collected in respect of the Pre-Closing Patient Receivables, together with reasonable supporting information. If the Seller Representative disagrees with Buyer's calculation set forth in the Collection Statement, the Seller Representative may, within thirty (30) Business Days after delivery of the Collection Statement, deliver a written notice of its disagreement to Buyer; provided, however, that such notice shall include only objections based on whether (i) the amounts set forth on the Collection Statement reflect all of the Pre-Closing Patient Receivables collected or (ii) there were mathematical errors in the computation of any amount set forth on the Collection Statement. If Buyer does not receive such a notice from the Seller Representative within such thirty (30)-Business Day period, then the amount set forth in the Collection Statement shall become Final and Binding. If Buyer does receive such a notice from the Seller Representative within such thirty (30)-Business Day period, then Buyer and the Seller Representative shall thereafter work in good faith to resolve any such disagreement. If Buyer and the Seller Representative are not able to resolve such disagreement within twenty (20) Business Days, either party may refer the matter to the Accounting Firm pursuant to the procedures set forth in Section 2.8. The Accounting Firm's review shall be limited to whether the amounts set forth on the Collection Statement reflect all of the Pre-Closing Patient Receivables collected and whether there were mathematical errors in the computation of any amount set forth on the Collection Statement, and the Accounting Firm's report shall be Final and Binding. If the amount set forth in the Collection Statement (as finally resolved) is greater than the amount received by any Seller or Seller Affiliate or the Foundation in respect of Pre-Closing Patient Receivables (including pursuant to this Section 2.13(c)) (the "**Collection Excess**"), then Buyer shall pay to MHS the amount of the Collection Excess within three (3) Business Days after the Collection Statement becomes Final and Binding.

(d) Buyer shall provide all services required to be provided pursuant to this Section 2.13 to MHS in connection with the assignment of the uncollected Pre-Closing Patient Receivables,

including providing supporting information relating thereto, pursuant to, and only to the extent set forth in, the Transition Services Agreement.

2.14 Post-Closing JV Transfer.

(a) In the event that the requisite consent for the transfer of any Transferred Interests (other than the Mission Acquired Entities) has not been obtained as of the Effective Time, such Transferred Interests shall be deemed Excluded Assets unless and until subsequently transferred by Sellers to Buyer pursuant to this Section 2.14. Following the Effective Time, Buyer shall have information rights pursuant to Section 6.1 and Section 6.8 with respect to any Transferred Interests that are not transferred to Buyer at the Effective Time, including access to the financial statements of the applicable Joint Venture Entity. To the extent that (i) the Purchase Price at Closing was reduced by any Restricted JV Amounts pursuant to Section 2.5, and (ii) the requisite consent for the transfer of the applicable Transferred Interests is subsequently obtained (and any repurchase rights with respect to such Transferred Interests are irrevocably waived in a form reasonably acceptable to Buyer) within one (1) year of the Closing Date, then (x) Seller Representative shall promptly provide written notice to Buyer after it obtains such requisite consent, (y) Seller Representative and Buyer shall reasonably agree on a closing date for the transfer of such Transferred Interests (which shall be no later than 15 Business Days after the notice in subclause (x) is provided, except as may be delayed as required to obtain any applicable Permit or Approval for such transfer) and (z) on such closing date referred to in subclause (y), Sellers shall transfer such Transferred Interests to Buyer and Buyer shall pay to Seller Representative the Restricted JV Amounts applicable to such Transferred Interests as set forth in Schedule 2.5. In the event that a Seller proposes to transfer any Transferred Interests after the first anniversary of the Closing Date, the applicable Seller shall provide Buyer with written notice of the material terms and conditions of the proposed transfer (including the price of the applicable Transferred Interests) (the "**Offer Notice**"). The Offer Notice shall also constitute an irrevocable offer to sell the applicable Transferred Interests on the same terms and conditions set forth therein. If Buyer has not given notice of its acceptance within thirty (30) Business Days of receipt of the Offer Notice, Seller shall then be free for a period of six (6) months to sell the applicable Transferred Interests to a purchaser on economic terms no less favorable in the aggregate to Seller than those set forth in the Offer Notice.

(b) Any such transfer of Transferred Interests shall occur pursuant to the terms of this Agreement as if references to the Closing Date with respect to such Transferred Interests were references to the date of such transfer (the "**Post-Closing JV Transfer Effective Date**"), including that any representations or warranties set forth in Article 4 with respect to the applicable Joint Venture Entity or Transferred Interests shall be true and correct as of the Post-Closing JV Transfer Effective Date and that any breaches of such representations or warranties shall be indemnified pursuant to Article 10. Unless otherwise agreed in the Transition Services Agreement, with respect to each Transferred Interest, the Seller that is the interest holder in the underlying Joint Venture Entity, prior to the Post-Closing JV Transfer Effective Date, shall not amend the organizational or governing documents of such applicable Joint Venture Entity and shall not cause or permit such Joint Venture Entity to take any action or to operate in a manner that would breach Section 6.2 or that would require Buyer's consent pursuant to Section 6.2 (except that for purposes of this Section 2.14(b), from the Effective Date through the Post-Closing JV Transfer Effective Date, each dollar threshold shall be ten percent (10%) the amount set forth in Section 6.2).

2.15 Post-Closing LTAC Transfer.

(a) In the event that the LTAC Transfer Requirements have not been satisfied as of the Effective Time, the LTAC Licensure shall be deemed an Excluded Asset unless and until subsequently transferred by Sellers to Buyer pursuant to this Section 2.15. Following the Effective Time,

Buyer shall have information rights pursuant to Section 6.1 and Section 6.8 with respect to the LTAC Licensure if it is not transferred to Buyer at the Effective Time due to the LTAC Transfer Requirements not having been satisfied as of the Effective Time. Sellers shall use reasonable best efforts to ensure that the LTAC Transfer Requirements are satisfied as soon as reasonably practicable following the Effective Time. To the extent that (i) the Purchase Price at Closing was reduced by the LTAC Holdback Amount pursuant to Section 2.5 and (ii) the LTAC Transfer Requirements have been satisfied, then (x) Seller Representative shall promptly provide written notice to Buyer after the LTAC Transfer Requirements are satisfied, (y) Seller Representative and Buyer shall reasonably agree on a closing date for the transfer of the LTAC Licensure (which shall be no later than 30 Business Days after the notice in subclause (x) is provided, except as may be delayed as required to obtain any applicable Permit or Approval for such transfer) and (z) on such closing date referred to in subclause (y), Sellers shall transfer the LTAC Licensure to Buyer and Buyer shall pay to Seller Representative the LTAC Holdback Amount . At Buyer's written request, in its sole and absolute discretion, Sellers shall transfer the LTAC Licensure to Buyer notwithstanding the failure to satisfy the LTAC Transfer Requirements at such time without affecting any of Buyer's rights provided in this Agreement; provided, however, that such transfer shall be consistent with the requirements of applicable Law.

(b) Any such transfer of the LTAC Licensure shall occur pursuant to the terms of this Agreement as if references to the Closing Date with respect to the LTAC Licensure were references to the date of such transfer (the "**Post-Closing LTAC Transfer Effective Date**"), including that any representations or warranties set forth in Article 4 with respect to the LTAC Licensure shall be true and correct as of the Post-Closing LTAC Transfer Effective Date and that any breaches of such representations or warranties shall be indemnified pursuant to Article 10.

2.16 Post-Closing PACE Transfer.

(a) In the event that the PACE Approvals have not been obtained as of the Effective Time, the PACE Licensure shall be deemed an Excluded Asset unless and until subsequently transferred by Sellers to Buyer pursuant to this Section 2.16. Following the Effective Time, Buyer shall have information rights pursuant to Section 6.1 and Section 6.8 with respect to the PACE Program if the PACE Licensure is not transferred to Buyer at the Effective Time due to the PACE Approvals not having been obtained as of the Effective Time. Buyer and Sellers shall use reasonable best efforts to ensure that the PACE Approvals are obtained as soon as reasonably practicable following the Effective Time. To the extent that (i) the Purchase Price at Closing was reduced by the PACE Holdback Amount pursuant to Section 2.5 and (ii) the PACE Approvals have been obtained, then (x) Seller Representative shall promptly provide written notice to Buyer after the PACE Approvals are obtained, (y) Seller Representative and Buyer shall reasonably agree on a closing date for the transfer of the PACE Licensure (which shall be no later than 30 Business Days after the notice in subclause (x) is provided, except as may be delayed as required to obtain any applicable Permit or Approval for such transfer) and (z) on such closing date referred to in subclause (y), Sellers shall transfer the PACE Licensure to Buyer and Buyer shall pay to Seller Representative the PACE Holdback Amount.

(b) Any such transfer of the PACE Licensure shall occur pursuant to the terms of this Agreement as if references to the Closing Date with respect to the PACE Licensure were references to the date of such transfer (the "**Post-Closing PACE Transfer Effective Date**"), including that any representations or warranties set forth in Article 4 with respect to the PACE Licensure shall be true and correct as of the Post-Closing PACE Transfer Effective Date and that any breaches of such representations or warranties shall be indemnified pursuant to Article 10.

2.17 Post-Closing McDowell Transfer.

(a) In the event that the McDowell County Waiver has not been obtained as of the Effective Time, the McDowell Assets shall be deemed Excluded Assets unless and until subsequently transferred by Sellers to Buyer pursuant to this Section 2.17. Following the Effective Time, Buyer shall have information rights pursuant to Section 6.1 and Section 6.8 with respect to the McDowell County Waiver if the McDowell Assets are not transferred to Buyer at the Effective Time due to the McDowell County Waiver not having been obtained as of the Effective Time. Sellers shall use commercially reasonable best efforts to obtain the McDowell County Waiver following the Effective Time. If Sellers obtain the McDowell County Waiver within one (1) year of the Closing Date, then (i) Seller Representative shall promptly provide written notice to Buyer after the McDowell County Waiver is obtained, (y) Seller Representative and Buyer shall reasonably agree on a closing date for the transfer of the McDowell Assets (which shall be no later than 30 Business Days after the notice in subclause (x) is provided, as may be delayed as required to obtain any applicable Permit or Approval for such transfer) and (z) on such closing date referred to in subclause (y), Sellers shall transfer the McDowell Assets to Buyer and Buyer shall pay to Seller Representative the McDowell Reversion Amount.

(b) Any such transfer of McDowell shall occur pursuant to the terms of this Agreement as if references to the Closing Date with respect to McDowell were references to the date of such transfer (the "**Post-Closing McDowell Transfer Effective Date**"), including that any representations or warranties set forth in Article 4 with respect to Material Facilities as they relate to the McDowell Assets shall be true and correct as of the Post-Closing McDowell Transfer Effective Date and that any breaches of such representations or warranties shall be indemnified pursuant to Article 10.

2.18 McDowell Net Working Capital and Receivables Adjustments. Notwithstanding anything to the contrary herein, in the event that the McDowell County Waiver has not been obtained as of the Effective Time, (i) all references herein to Schedule 1C shall be deemed changed to Schedule 1E, (ii) the Target Working Capital shall be adjusted to equal [redacted] and (iii) the Patient Receivables Threshold amount shall be adjusted to equal [redacted].

2.19 Transylvania Lease. To the extent the Transylvania Waiver has not been obtained as of the Effective Time, Sellers shall lease the Transylvania MOBs upon terms mutually agreed upon by Buyer and Seller Representative that shall include a term of ninety-nine (99) years and total consideration of $1 (the "**Transylvania Lease**"). If the Transylvania Waiver has not been obtained thirty (30) days following the Execution Date, the Parties shall use commercially reasonable efforts to negotiate the Transylvania Lease.

3. CLOSING.

3.1 Closing. The consummation of the Contemplated Transactions (the "**Closing**") shall take place at the offices of Debevoise & Plimpton LLP, 919 Third Avenue, New York, New York 10022 at 10:00 a.m. local time on the last Business Day of the month in which the conditions set forth in Article 8 and Article 9 (other than those conditions that by their terms are to be satisfied at the Closing) have been satisfied or waived, or at such other date and/or at such other location as the Parties may mutually designate in writing (the "**Closing Date**"); provided, that, such conditions (other than those conditions that by their terms are to be satisfied at the Closing) must be satisfied at least five (5) Business Days prior to the last Business Day of the month; provided, further, that the Closing shall be deemed for all purposes of this Agreement to occur as of the Effective Time (as defined below). Unless otherwise agreed in writing by the Parties, the Contemplated Transactions shall be effective for financial, tax, and accounting purposes as of 12:00.01 a.m. on the first day of the calendar month immediately following the calendar month in which the Closing Date occurs (the "**Effective Time**").

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

(a) Special warranty Deeds (the "**Deeds**"), conveying to Buyer fee simple title to the Owned Real Property, free and clear of all Encumbrances other than the Permitted Encumbrances, and quit claim deeds as provided under Section 6.6(b);

(b) With respect to each Tenant Lease or Third-Party Lease, an assignment of such Tenant Lease or Third-Party Lease, substantially in the form attached hereto as Exhibit D (each, a "**Lease Assignment**"), duly executed by the appropriate Seller, together with such consents to assignment to the extent required under Section 8.8, and estoppel certificates and subordination, non-disturbance and attornment agreement to the extent required under Section 8.9 or Section 8.10;

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

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

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

(f) An escrow agreement, substantially in the form attached hereto as Exhibit H (the "**Escrow Agreement**"), duly executed by Seller Representative and the Escrow Agent;

(g) A confirmatory trademark assignment agreement, substantially in the form attached hereto as Exhibit I (the "**Trademark Assignment Agreement**"), duly executed by the appropriate Sellers;

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

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

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

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

(l) Certificates of existence of each Seller from its jurisdiction of formation or organization, each dated within ten (10) days prior to the Closing Date;

(m) A (i) non-foreign affidavit of each Seller, dated as of the Closing Date, sworn under penalty of perjury and in form and substance required under the Treasury Regulations issued pursuant to Section 1445 of the Code and reasonably satisfactory to Buyer, stating that each such Seller (or owner, if applicable) is not a "foreign person" as defined in Section 1445 of the Code and (ii) an IRS Form W-9 or any other certification, form or documentation reasonably satisfactory to Buyer, required to evidence that no withholding is required under Section 1446(f) of the Code, if applicable;

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

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

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

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

(r) A Letter of Good Standing (tax clearance certificate) from the North Carolina Department of Revenue for each Seller stating that such Seller has no outstanding Liability for any North Carolina Taxes or withholding Taxes as of the Closing Date;

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

(t) A limited liability company agreement of the Fund, substantially in the form attached hereto as Exhibit M (the "**Fund Operating Agreement**"), duly executed by MHS;

(u) An assignment of the Transferred Interests, duly executed by the applicable Sellers, in form and substance mutually agreed to by the Parties;

(v) Such other agreements, instruments and documents as Buyer reasonably deems necessary to effect the Contemplated Transactions, including consents to assignment to the extent required under Section 8.8, evidence, reasonably satisfactory to Buyer, of the termination of any existing management agreement, and estoppel certificates from such parties as Buyer may reasonably require;

(w) To the extent agreed to by the Parties, a transition services agreement, substantially in the form attached hereto as Exhibit K (the "**Transition Services Agreement**"), duly executed by the appropriate Sellers or Seller Affiliates, as applicable;

(x) To the extent agreed to by the Parties prior to the Closing Date, a lease agreement, duly executed by Advanced Home Care (the "**Advanced Home Care Lease**"), whereby Buyer, as landlord, will lease to Advanced Home Care, as tenant, all space used by Advanced Home Care in the operation of its business as of the Execution Date;

(y) To the extent agreed to by the Parties prior to the Closing Date, a lease agreement, duly executed by MH (the "**Regional Asthma Lease**"), whereby Buyer, as landlord, will lease to MH, as tenant, all space used by MH in the operation of the regional asthma program as of the Execution Date;

(z) To the extent agreed to by the Parties prior to the Closing Date, a lease agreement, duly executed by MH (the "**Safe Kids Lease**"), whereby Buyer, as landlord, will lease to MH, as tenant, all space used by MH in the operation of the safe kids program as of the Execution Date;

(aa) To the extent agreed to by the Parties prior to the Closing Date, a management services agreement, duly executed by Community (the "**Adult Day Care MSA**"), whereby Buyer will provide certain management services regarding the Sellers' adult day care program;

(bb) To the extent agreed to by the Parties prior to the Closing Date, a management services agreement, duly executed by Community (the "**Bereavement MSA**"), whereby Buyer will provide certain management services regarding the Sellers' expanded bereavement support program;

(cc) To the extent the LTAC Transfer Requirements have not been satisfied as of the Effective Time, a management services agreement, duly executed by MH (the "**LTAC MSA**"), whereby Buyer shall provide certain management services regarding Asheville Specialty Hospital and shall lease such Hospital and related assets to MH;

(dd) To the extent the PACE Approvals have not been obtained as of the Effective Time, a management services agreement, duly executed by MH (the "**PACE Program MSA**"), whereby Buyer shall provide certain management services regarding the PACE Program to MH until such time as Buyer is the approved operator of the PACE Program;

(ee) To the extent the Transylvania Waiver has not been obtained as of the Effective Time, the Transylvania Lease, duly executed by Transylvania;

(ff) To the extent the McDowell County Waiver has not been obtained as of the Effective Time, a management services agreement, duly executed by MHS (the "**McDowell MSA**"), whereby Buyer shall provide certain management and administrative services required by McDowell during the pendency of obtaining the McDowell County Waiver, which term shall not be for more than two (2) years.

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

(a) Evidence of the wire transfers provided for in Section 2.7;

(b) The Lease Assignments, duly executed by Buyer;

(c) The Bill of Sale, duly executed by Buyer;

(d) The Assignment and Assumption Agreement, duly executed by Buyer;

(e) The Escrow Agreement, duly executed by Buyer and the Escrow Agent;

(f) The Trademark Assignment Agreement, duly executed by Buyer;

(g) The Domain Name Assignment Agreement, duly executed by Buyer;

(h) The Transition Plan, duly executed by Buyer (or an Affiliate of Buyer);

(i) The Fund Operating Agreement, duly executed by Buyer;

(j) Copies of resolutions duly adopted by the board of directors or general partner of each of Buyer and Buyer Guarantor, as applicable, authorizing and approving Buyer's and Buyer Guarantor's performance of the Contemplated Transactions and the execution and delivery of this Agreement and the other Transaction Documents, certified as true and in full force and effect as of the Closing Date by an appropriate officers of Buyer and Buyer Guarantor;

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

(l) Certificates of incumbency for the respective officers of Buyer executing this Agreement and any other Transaction Document dated as of the Closing Date;

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

(n) To the extent agreed to by the Parties, the Transition Services Agreement, duly executed by Buyer;

(o) To the extent agreed to by the Parties prior to the Closing Date, the Advanced Home Care Lease, duly executed by Buyer;

(p) To the extent agreed to by the Parties prior to the Closing Date, the Regional Asthma Lease, duly executed by Buyer;

(q) To the extent agreed to by the Parties prior to the Closing Date, the Safe Kids Lease, duly executed by Buyer;

(r) To the extent agreed to by the Parties prior to the Closing Date, the Adult Day Care MSA, duly executed by Buyer;

(s) To the extent agreed to by the Parties prior to the Closing Date, the Bereavement MSA, duly executed by Buyer;

(t) To the extent the LTAC Transfer Requirements have not been satisfied as of the Effective Time, the LTAC MSA, duly executed by Buyer;

(u) To the extent the PACE Approval has not been obtained as of the Effective Time, the PACE Program MSA;

(v) To the extent the Transylvania Waiver has not been obtained as of the Effective Time, the Transylvania Lease, duly executed by Buyer; and

(w) To the extent the McDowell County Waiver has not been obtained as of the Effective Time, the McDowell MSA, duly executed by Buyer.

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

3.5 Seller Representative.

(a) Each Seller hereby irrevocably appoints Seller Representative as its representative, agent, proxy, and attorney in fact (coupled with an interest) for all purposes under this Agreement. Such agency and proxy are coupled with an interest, are therefore irrevocable without the consent of Seller Representative and shall survive the death, incapacity, bankruptcy, dissolution or liquidation of each Seller. All decisions and actions by Seller Representative pursuant to this Agreement shall be binding upon each Seller, and no Seller shall have the right to object, dissent, protest or otherwise contest the same.

(b) Each Seller agrees that Buyer is entitled to rely on the understanding that any actions, statements or representations taken or made by Seller Representative are taken or made on behalf of all of the Sellers, and no Seller shall assert any action or make any claim against Buyer in connection with any such actions, statements or representations taken or made by the Seller Representative. Upon fifteen (15) days' written notice to Buyer, Seller Representative may transfer its rights and obligations under this Agreement to the Foundation.

4. REPRESENTATIONS AND WARRANTIES OF SELLERS.

MHS and, solely with respect to the representations and warranties set forth in Section 4.1, Section 4.2, Section 4.26(d), and Section 4.33, the Foundation, hereby, jointly and severally, represent and warrant to Buyer that the statements contained in Article 4 are true and correct as of the date of this Agreement and as of the Closing Date (except in the case of representations and warranties that are made as of a specified date, in which case such representations and warranties will be true and correct as of such specified date); provided that any representations or warranties relating to the Material Joint Venture Entities or the Advocacy Joint Venture Entities set forth in this Article 4 (excluding any representations or warranties regarding the Transferred Interests) shall be limited to the Knowledge of Sellers to the extent such representations or warranties relate to WNC Stone Center, LLC, Western North Carolina Healthcare Innovators, LLC, Provider-Led, Patient-Centered Care, LLC, or Assuring Affordable, Quality Healthcare in North Carolina, LLC.

4.1 Organization; Capacity. Each Seller, Mission Acquired Entity, Joint Venture Entity and the Foundation is a corporation, limited liability company or other entity, duly organized, validly existing and in good standing as evidenced by a Certificate of Existence issued by the State of North Carolina under the Laws of its jurisdiction of formation or organization, which entity type and jurisdiction for each such Seller, Mission Acquired Entity, Joint Venture Entity and the Foundation are as set forth on Schedule 4.1. Each Seller, Mission Acquired Entity and the Foundation is duly authorized, qualified to do business and in good standing as evidenced by a Certificate of Existence issued by the State of North Carolina under all applicable Laws of any jurisdictions (domestic and foreign) in which the character or the location of the assets owned or leased by it or the nature of the business conducted by it requires such authorization or qualification. The execution and delivery by each Seller and the Foundation of this Agreement and the other Transaction Documents to which it is a party or will become a party, the performance by each Seller and the Foundation of its obligations under this Agreement and the other Transaction Documents to which it is a party or will become a party and the consummation by each Seller and the Foundation of the Contemplated Transactions and the Transaction Documents to which it is a party or will become a party, as applicable, have been, or will be, duly and validly authorized and approved by all necessary corporate or limited liability company actions, as applicable, on the part of each Seller and the Foundation, none of which actions has been modified or rescinded and all of which actions remain in full force and effect.

4.2 Authority; Non-contravention; Binding Agreement. The execution, delivery and performance by each Seller and the Foundation of this Agreement and the other Transaction Documents to which it is a party or will become a party, and the consummation by each Seller and the Foundation of the Contemplated Transactions and its obligations under the Transaction Documents, as applicable (a) are within each Seller's and the Foundation's corporate or limited liability company powers and are not and will not be in contravention or violation of the terms of the organizational or governing documents of each Seller or the Foundation; (b) except as set forth on Schedule 4.2(b), do not and will not require any Approval of, filing or registration with, the issuance of any Permit by, or any other material action to be taken by, any Governmental Authority to be made or sought by any Seller, Mission Acquired Entity, Material Joint Venture Entity or the Foundation; and (c) except as set forth on Schedule 4.2(c), assuming the Approvals and Permits set forth on Schedule 4.2(b) are obtained, do not and will not require any Approval or other material action under, conflict with, or result in any violation of or default under (with or without notice or lapse of time or both), or give rise to a right of termination, cancellation, acceleration or augmentation of any obligation, or loss of a material benefit under, or result in the creation of any Encumbrance (other than Permitted Encumbrances) upon, any of the Purchased Assets under (i) any Material Contract or Permit applicable to any of the Purchased Assets (including the assignment of the Assumed Contracts to Buyer) or (ii) any Order or Law applicable to any of the Purchased Assets or to which any Seller, Mission Acquired Entity or the Foundation may be subject, except, in the case of clauses (b) and (c) above, where the failure to take such other actions would not reasonably be expected to be material to the operation of the Business. This Agreement and the other Transaction Documents to which any Seller, Seller Affiliate or the Foundation is or will become a party are and will constitute the valid and legally binding obligations of such Person and/or such Affiliates and are and will be enforceable against them in accordance with the respective terms hereof and thereof, except as enforceability may be restricted, limited or delayed by applicable bankruptcy or other Laws affecting creditors' rights generally and except as enforceability may be subject to general principles of equity. The boards of directors of Angel, Blue Ridge, Highlands, McDowell, Transylvania and Community have duly and irrevocably waived all existing rights held by such Person with respect to the Purchased Assets and Contemplated Transactions.

4.3 Subsidiaries; Minority Interests. Except as set forth on Schedule 4.3, Sellers and the Mission Acquired Entities do not directly or indirectly own any equity, membership, or similar interest in, or any interest convertible into or exchangeable or exercisable for any equity, membership, or similar

interest in, any corporation, partnership, limited liability company, joint venture, trust, or other business association or entity.

4.4 Title to Assets; Sufficiency and Condition of Assets.

(a) Sellers and the Mission Acquired Entities own and hold good and marketable (and in the case of Owned Real Property, good, valid, marketable fee simple) title to, have valid and subsisting leasehold interests in, or otherwise have the right to use pursuant to a valid and enforceable license or similar contractual arrangement all assets, real, personal or mixed, whether tangible or intangible (including all Intellectual Property), used or held for use in, or otherwise relating to, the Business or located at the Facilities, free and clear of all Encumbrances other than as set forth on Schedule 4.4(a) and the Permitted Encumbrances, all of which shall be a part of the Purchased Assets, except for the Excluded Assets. No Person other than Sellers or the Mission Acquired Entities owns or holds in its name any assets, real, personal or mixed, whether tangible or intangible (including all Intellectual Property), used or held for use in, or otherwise relating to, the Business or located at the Facilities, except for (i) items leased by or licensed to a Seller or a Mission Acquired Entity, or which a Seller or a Mission Acquired Entity has a contractual right to use, or improvements to items leased by or licensed to a Seller or a Mission Acquired Entity pursuant to a lease agreement, license or other contract identified on Schedule 4.19(a) or Schedule 4.22(c), (ii) furniture and equipment owned or leased by Physicians leasing space in the Real Property pursuant to a lease agreement identified on Schedule 4.19(a), and (iii) personal property of Seller Employees, patients or visitors. At the Closing, Sellers will convey to Buyer, and Buyer will acquire, good and marketable title to, or valid and subsisting leasehold interests in, the Purchased Assets, free and clear of all Encumbrances, other than Permitted Encumbrances. Except as set forth on Schedule 4.4(a), there are no outstanding rights (including any right of first refusal or right of first offer), options, or Contracts giving any Person any current or future right to require any Seller to sell or transfer to such Person or to any third party any interest in any of the Purchased Assets.

(b) The Purchased Assets (together with the Excluded Assets) constitute all the assets used in or necessary to operate, and are adequate for the purposes of operating, the Business in the manner in which it has been operated prior to the Effective Time. To the Knowledge of the Sellers, there are no facts or conditions affecting the Purchased Assets that would, individually or in the aggregate, interfere in any material respect with the use, occupancy or operation of the Purchased Assets as currently used, occupied or operated, or their adequacy for such use. Following the consummation of the Contemplated Transactions, no Seller or Seller Affiliate will retain any material asset necessary to operate the Business in the manner in which it has been operated prior to the Effective Time. The Purchased Assets will enable Buyer to operate the Business after the Effective Time in substantially the same manner as operated by Sellers prior to the Effective Time. All tangible Purchased Assets are in good operating condition and repair and are adequate for the uses to which they are being put, and none of the tangible Purchased Assets is in need of maintenance or repairs, except for ordinary, routine maintenance and repairs that are not material in nature or cost.

(c) The Material Joint Venture Entities own and hold good and valid title to, or a valid and subsisting leasehold interest in, all assets, real, personal or mixed, whether tangible or intangible (including all Intellectual Property) used or held for use by the Material Joint Venture Entities in the Material Joint Venture Business, free and clear of all Encumbrances other than the Permitted Encumbrances.

4.5 Financial Information.

(a) Schedule 4.5(a) contains the following financial statements and financial information of MHS and its affiliates (collectively, the "**Historical Financial Information**"):

(i) audited consolidated balance sheets and the related statements of operations, changes in net assets, and cash flows of MHS and its affiliates named therein (including the accompanying consolidating schedules of balance sheet information and statement of operations information) as of, and for the twelve (12)-month periods ended September 30, 2017, September 30, 2016, and September 30, 2015;

(ii) an unaudited consolidated balance sheet of MHS and such affiliates (including the accompanying consolidating schedules of balance sheet information) as of the Balance Sheet Date (the "**Reference Balance Sheet**"); and

(iii) an unaudited consolidated statements of operations, changes in net assets, and cash flows of MHS and such affiliates (including the accompanying consolidating schedules of statement of operations information) for the six month period ended on the Balance Sheet Date.

(b) The Historical Financial Information is true, correct and complete in all material respects and presents fairly, in all material respects, the financial position of MHS and such affiliates as of the respective dates thereof and the results of their operations and their cash flows for the respective periods covered thereby. The consolidated financial statements included in the Historical Financial Information have been prepared in accordance with GAAP, applied on a consistent basis throughout the periods indicated (subject, in the case of the unaudited Historical Financial Information, to the absence of notes and normal year-end audit adjustments, the effect of which is not material, individually or in the aggregate), and are based on the information contained in the Books and Records of Sellers and the Mission Acquired Entities. No Seller or Mission Acquired Entity has changed any accounting policy or methodology during the periods presented in the Historical Financial Information (including the accounting policies and methodologies for determining the obsolescence of Inventory or in calculating reserves, including reserves for uncollected Accounts Receivable).

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

(d) Except for (i) Liabilities reflected in the Reference Balance Sheet, and (ii) Liabilities that were incurred after the Balance Sheet Date in the ordinary course of business, none of which, individually or in the aggregate, is material in amount, Sellers and the Mission Acquired Entities have no Liabilities of the nature required to be disclosed in a balance sheet prepared in accordance with GAAP.

4.6 Permits and Approvals. Each Facility and Material Joint Venture Provider Facility is duly licensed in accordance with applicable Law by the appropriate Governmental Authority, as set forth on Schedule 4.6, which sets forth the type of licensed facility, the license number, and, for each Hospital, the number of licensed beds at such Hospital. The pharmacies, laboratories, and all other ancillary departments or services located at any Facility or Material Joint Venture Provider Facility or operated for

the benefit of such Facility or Material Joint Venture Provider Facility that are required to be separately licensed are duly licensed by the appropriate Governmental Authority. Schedule 4.6 sets forth an accurate and complete list of all material Permits and Approvals, other than those required under Environmental Law, owned or held by any Seller or any Mission Acquired Entity with respect to the Facilities and the Material Joint Venture Provider Facilities, including the dates of issuance and expiration dates for each such Permit or Approval, and such Permits and Approvals constitute all material Permits and Approvals necessary for Sellers or the Mission Acquired Entities to own and operate the Facilities, the Material Joint Venture Provider Facilities and the Purchased Assets and to carry on the Business and the Material Joint Venture Provider Business as currently conducted. Sellers and the Mission Acquired Entities have provided accurate and complete copies to Buyer of each material Permit and Approval set forth on Schedule 4.6. Each of the Physicians and other licensed professional providers employed by any Seller or any Mission Acquired Entity, and, to the Knowledge of Sellers, each of the Physicians and other licensed professional providers not employed by any Seller or any Mission Acquired Entity, who provide services to the Business or the Material Joint Venture Provider Business (each, a "**Practitioner**", and collectively, the "**Practitioners**") is in possession of all Permits and Approvals necessary for his or her performance of such services. Sellers, the Mission Acquired Entities, the Material Joint Venture Provider Entities, the Practitioners, the Facilities and the Material Joint Venture Provider Facilities, as applicable, are, and at all times have been, in compliance in all material respects with the terms of their respective Permits and Approvals, and there are no provisions in, or agreements relating to, any Permits or Approvals that preclude or limit any Seller, Mission Acquired Entity or Material Joint Venture Provider from operating the Facilities, the Material Joint Venture Provider Facilities and the Purchased Assets and carrying on the Business and the Material Joint Venture Provider Business as currently conducted. Except as set forth on Schedule 4.6, no Permits or Approvals relating to the Business or the Joint Venture Provider Business will expire or be terminated as a result of the Contemplated Transactions, except as would not reasonably be expected to be material to the operation of the Business. There is no pending or, to the Knowledge of Sellers, threatened, Proceeding by or before any Governmental Authority to revoke, cancel, rescind, suspend, restrict, modify, or refuse to renew any material Permit or Approval owned or held by any Seller or Mission Acquired Entity, any Facility, any Material Joint Venture Provider Facility, or any Practitioner and all such Permits and Approvals are now, and as of the Closing Date shall be, unrestricted, in good standing, in full force and effect and not subject to meritorious challenge. To the Knowledge of Sellers, no event has occurred and no facts exist with respect to any such material Permits or Approvals that allow, or after notice or the lapse of time or both, would allow the suspension, revocation, or termination of any Permits or Approvals, or would result in any other material impairment in the rights of any holder thereof. No Seller, Mission Acquired Entity, Material Joint Venture Provider Entity, Practitioner, Facility, or Material Joint Venture Provider Facility has received any written notice from any Governmental Authority regarding any violation of any such Permits or Approvals (other than any surveys or deficiency reports for which a plan of correction has been accepted or approved by the applicable Governmental Authority). Sellers have delivered to Buyer accurate and complete copies of all material survey reports, deficiency notices, plans of correction, and related correspondence received by any Seller, any Mission Acquired Entity, any Material Joint Venture Provider Entity, any Facility, or any Material Joint Venture Provider Facility since January 1, 2014, in connection with the Permits and Approvals relating to the Business or the Material Joint Venture Provider Business.

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

4.8 Accreditation.

(a) Schedule 4.8 sets forth an accurate and complete list of all material accreditations and certifications held by Sellers, the Mission Acquired Entities, the Material Joint Venture Provider Entities, the Facilities, and the Material Joint Venture Provider Facilities. All such accreditations and certifications are and will be effective, unrestricted and in good standing as of the Execution Date and as of the Closing Date. Each Hospital, HHA, and Hospice is duly accredited, without conditions, by The Joint Commission through the period set forth on Schedule 4.8.

(b) To the Knowledge of Sellers, no event has occurred or other fact exists with respect to such accreditations and certifications that allows, or after notice or the lapse of time or both, would allow, revocation or termination of any such accreditations or certifications, or would result in any other material impairment in the rights of any holder thereof. There is no pending or, to the Knowledge of Sellers, threatened, Proceeding by any accrediting body to revoke, cancel, rescind, suspend, restrict, modify, or not renew any such accreditation or certifications, and no such Proceedings, surveys or actions are pending, or to the Knowledge of Sellers, threatened or imminent. Since the date of the most recent Joint Commission survey, neither Sellers nor any Hospital, HHA or Hospice has made any changes in policy or operations that would reasonably be likely to cause any Hospital, HHA or Hospice to lose such accreditations. Sellers have delivered to Buyer a copy of each Hospital's, HHA's and Hospice's most recent Joint Commission accreditation report and any material reports, documents, or correspondence relating thereto.

4.9 Government Program Participation; Private Programs; Reimbursement.

(a) The Facilities and the Material Joint Venture Provider Facilities are certified for participation in the Government Programs and have current and valid Payor Agreements with such Government Programs from which Sellers, the Mission Acquired Entities and the Material Joint Venture Provider Entities presently receive payments on account of services provided by the Facilities, the Material Joint Venture Provider Facilities or the Practitioners who have reassigned their right to bill to Sellers or the Material Joint Venture Provider Entities, and Sellers, the Mission Acquired Entities and the Material Joint Venture Provider Entities are parties to, or are otherwise entitled to bill under, current Payor Agreements with certain private non-governmental payors or programs, including any private insurance payor or program, self-insured employer, or other third-party payor (each, a "**Private Program**"), under which Sellers, the Mission Acquired Entities or the Material Joint Venture Provider Entities directly or indirectly receive payments, each as set forth on Schedule 4.9(i). Sellers have delivered accurate and complete copies of all Payor Agreements to Buyer.

(b) The Facilities and the Material Joint Venture Provider Facilities are in compliance in all material respects with the conditions of participation in the Government Programs and Private Programs and with the terms, conditions, and provisions of the Payor Agreements. The Payor Agreements are each in full force and effect, and no events or facts exist that would cause any Payor Agreement to be suspended, terminated, restricted or withdrawn. Except as set forth on Schedule 4.9(i), during the six (6)-year period ended on the Execution Date, none of Sellers, the Mission Acquired Entities or the Material Joint Venture Provider Entities have received any written notice from any Government Program or Private Program to the effect that it intends to cease or materially alter its business relationship with any Seller, Mission Acquired Entity or Material Joint Venture Provider Entity (whether as a result of the Contemplated Transactions or otherwise). No Government Program or Private Program (i) has indicated in writing its intent to cancel or otherwise substantially and adversely modify its relationship with any Seller, Mission Acquired Entity or Material Joint Venture Provider Entity, or (ii) has advised any Seller, Mission Acquired Entity or Material Joint Venture Provider Entity in writing of any material problem or dispute that remains unresolved. Sellers, the Mission Acquired Entities and the

Material Joint Venture Provider Entities have received all Permits and Approvals necessary for reimbursement of the Facilities and the Material Joint Venture Provider Facilities by the Government Programs and Private Programs from which they are receiving or have received payments. All billing practices of Sellers, the Mission Acquired Entities and the Material Joint Venture Provider Entities with respect to all Government Programs and Private Programs have been conducted in compliance in all material respects with all applicable Laws and the billing guidelines of such Government Programs or Private Programs. Neither Sellers, the Mission Acquired Entities, the Material Joint Venture Provider Entities, the Facilities nor the Material Joint Venture Provider Facilities have billed or received any payment or reimbursement in excess of amounts allowed by Law or the billing guidelines of any Private Programs or Government Programs. Except as set forth on Schedule 4.9(i) and other than ordinary and routine third-party payor claims auditing processes, there is no Proceeding, survey, or other action pending, or, to the Knowledge of Sellers, threatened, involving the Government Program or any Private Program, including the Facilities' or the Material Joint Venture Provider Facilities' participation in and the reimbursement received by Sellers, the Mission Acquired Entities, the Material Joint Venture Provider Entities, the Facilities and the Material Joint Venture Provider Facilities from the Government Programs or any Private Program, and Sellers have no reason to believe that any such Proceedings, surveys, or actions are pending, threatened or imminent. Neither Sellers, the Mission Acquired Entities nor any of the Seller Employees or any former employee or current or former officer or director of Sellers has committed a violation of any Law relating to payments and reimbursements under any Government Program or any Private Program. Schedule 4.9(ii) contains a list of all NPIs and all provider numbers under the Government Programs issued to and held by Sellers, the Mission Acquired Entities, the Material Joint Venture Provider Entities, the Facilities and the Material Joint Venture Provider Facilities, all of which are in full force and effect.

4.10 Third-Party Payor Cost Reports. Sellers, the Mission Acquired Entities and the Material Joint Venture Provider Entities have timely filed all required Cost Reports relating to the Business or the Material Joint Venture Provider Business for all fiscal years through and including the fiscal year ended September 30, 2017, and copies of all Cost Reports relating to the Business or the Material Joint Venture Provider Business filed by or on behalf of Sellers, the Mission Acquired Entities or the Material Joint Venture Provider Entities since October 1, 2015, have been provided to Buyer. All Cost Reports relating to the Business or the Material Joint Venture Provider Business filed by or on behalf of Sellers, the Mission Acquired Entities or the Material Joint Venture Provider Entities accurately reflect in all material respects the information required to be included therein, and such Cost Reports do not, to the Knowledge of Sellers, claim, and neither Sellers, the Mission Acquired Entities, the Material Joint Venture Provider Entities, the Facilities nor the Material Joint Venture Provider Facilities have received, reimbursement in any amount in excess of the amounts allowed by Law or any applicable agreement. Except as set forth on Schedule 4.10, to the Knowledge of Sellers, no facts or circumstances exist that would reasonably be expected to give rise to any material disallowance under any such Cost Reports. Schedule 4.10 indicates which of such Cost Reports have not been audited and finally settled and includes a brief description of any and all notices of program reimbursement, proposed or pending audit adjustments, disallowances, appeals of disallowances, and any and all other unresolved claims or disputes in respect of such Cost Reports. Sellers and the Mission Acquired Entities have established adequate reserves to cover any potential reimbursement obligations that Sellers may have in respect of such Cost Reports, and such reserves are accurately set forth in the Historical Financial Information.

4.11 Compliance with Laws.

(a) (i) Sellers, the Mission Acquired Entities, the Material Joint Venture Entities and the Advocacy Joint Venture Entities have operated, and are operating, the Business, the Material Joint Venture Business, the Facilities, the Material Joint Venture Facilities, the business of the Advocacy Joint Venture Entities and their properties in compliance in all material respects with all applicable Laws,

including compliance in all material respects with the Specified Laws, and (ii) no Seller, Mission Acquired Entity, Material Joint Venture Entity or Advocacy Joint Venture Entity has (A) received written notice, correspondence or communication of any violation, alleged violation or potential violation of, or Liability under, any such Laws, or to the effect that any Seller, Mission Acquired Entity, Material Joint Venture Entity, Advocacy Joint Venture Entity or any Affiliate or Representative of, or any Person acting on behalf of, any Seller, Mission Acquired Entity, Material Joint Venture Entity or Advocacy Joint Venture Entity, is or could potentially be under investigation or inquiry with respect to any violation or alleged violation of any Law, applicable to any Seller, Mission Acquired Entity, Material Joint Venture Entity or Advocacy Joint Venture Entity, or (B) any actual, alleged, or potential obligation to undertake, or to bear all or any portion of the cost of, any remedial action.

(b) To the Knowledge of Sellers, no event has occurred, and no condition exists, that would reasonably be expected to (with or without notice or lapse of time) constitute or result directly or indirectly in (i) a material violation by Sellers, the Mission Acquired Entities or the Material Joint Venture Entities of, or a failure on the part of Sellers, the Mission Acquired Entities or the Material Joint Venture Entities to comply in all material respects with, any Law relating to the operation and conduct of the Business, the Material Joint Venture Business or any of their respective properties or facilities or (ii) any obligation on the part of a Seller, Mission Acquired Entity or Material Joint Venture Entity to undertake, or to bear all or any portion of the cost of, any remedial action.

(c) Neither Sellers, the Mission Acquired Entities, the Material Joint Venture Entities, the Practitioners, the Facilities, the Material Joint Venture Facilities nor, to the Knowledge of Sellers, any Seller Employee or any other officer, director, employee or independent contractor of any Seller, Mission Acquired Entity, Material Joint Venture Entity, the Facilities or the Material Joint Venture Facilities, has been convicted of, charged with or, to the Knowledge of Sellers, investigated for, or has engaged in conduct that would constitute, an offense related to Medicare or any other Government Program or, convicted of, charged with or, to the Knowledge of Sellers, investigated for, or engaged in conduct that would constitute a violation of any Law related to fraud, theft, embezzlement, breach of fiduciary duty, kickbacks, bribes, other financial misconduct, obstruction of an investigation or controlled substances. Neither Sellers, the Mission Acquired Entities, the Material Joint Venture Entities, the Practitioners, the Facilities, the Material Joint Venture Facilities nor any Seller Employee or any other officer, director, employee or independent contractor of any Seller, Mission Acquired Entity, Material Joint Venture Entity, the Facilities or the Material Joint Venture Facilities (whether an individual or entity), has been excluded from participating in any Government Program, subject to sanction pursuant to 42 U.S.C. § 1320a-7a or § 1320a-8, or been convicted of a crime described at 42 U.S.C. § 1320a-7b, nor are any such exclusions, sanctions or charges pending or, to the Knowledge of Sellers, threatened.

(d) Neither Sellers, the Mission Acquired Entities, the Material Joint Venture Entities, the Facilities nor the Material Joint Venture Facilities has received any written notification of any pending or threatened Proceeding or other action from any Governmental Authority, Private Program or patient, of any potential or actual material non-compliance by, or material Liability of, any Seller, Mission Acquired Entity, Material Joint Venture Entity, the Facilities, the Material Joint Venture Facilities, the Practitioners, or the Purchased Assets under any Law. Sellers, the Mission Acquired Entities and the Material Joint Venture Entities have timely filed all material reports, data, and other information required to be filed with such Governmental Authorities regarding the Facilities, the Material Joint Venture Facilities and the Purchased Assets.

(e) All of Sellers', the Mission Acquired Entities', the Material Joint Venture Entities', the Facilities' and the Material Joint Venture Facilities' Contracts with a Physician or any Immediate Family Members of any Physicians, or any entity in which Physicians or Immediate Family Members of any Physicians are equity owners, involving services, supplies, payments, or any other type

of remuneration, and all of Sellers', the Mission Acquired Entities', the Material Joint Venture Entities', the Facilities' and the Material Joint Venture Facilities' leases of personal or real property with such Physicians, Immediate Family Members of any Physician or entities are in compliance in all material respects with applicable Laws.

(f) Except in compliance in all material respects with applicable Laws, neither Seller the Mission Acquired Entities, the Material Joint Venture Entities, nor, to the Knowledge of Seller, any Seller Employee or any other employees, officers or directors of any Seller, Mission Acquired Entity or Material Joint Venture Entity are party to any Contract (including any joint venture or consulting agreement) to provide services, lease space, lease equipment or engage in any other venture or activity related to any Seller, Mission Acquired Entity, Material Joint Venture Entity, the Facilities, the Material Joint Venture Facilities, the Business, the Material Joint Venture Business, or the Purchased Assets with any Physician, Immediate Family Member of a Physician, or other Person that is in a position to make or influence referrals to or otherwise generate business for any Seller, Mission Acquired Entity or Material Joint Venture Entity with respect to the Facilities, the Material Joint Venture Facilities or the Purchased Assets.

(g) Neither Sellers, the Mission Acquired Entities, the Material Joint Venture Entities, the Facilities, the Material Joint Venture Facilities, nor, to the Knowledge of Seller, the Seller Employees nor any other employees, officers or directors of any Seller, Mission Acquired Entity or Material Joint Venture Entity has engaged in any activities that are prohibited under 42 U.S.C. §§ 1320a-7, *et seq.*, or the regulations promulgated thereunder, or under any other federal or state statutes or regulations.

(h) Sellers, each Seller Affiliate and Sellers' and Seller Affiliates' respective Representatives and the Material Joint Venture Entities have complied in all material respects with the U.S. Foreign Corrupt Practices Act of 1977, as amended, the Corruption of Foreign Public Officials Act, the OECD Anti-Bribery Convention and other applicable Laws regarding the use of funds for political activity or commercial bribery. No Seller, Seller Affiliate, Material Joint Venture Entity nor any of their respective Representatives has, for or on behalf of any Seller or Material Joint Venture Entity, at any time, (i) made or caused to be made or provided, directly or indirectly, any type of payment, gift, contribution or similar item to a governmental official, political party, or candidate for office for the purpose of influencing a decision, inducing an official to violate their lawful duty, securing an improper advantage, or inducing an official to use their influence to affect a governmental decision, or (ii) accepted or received any unlawful payments, gifts, contributions or similar items. No Seller, Seller Affiliate, Material Joint Venture Entity nor any of their respective Representatives has, directly or indirectly, taken any action in violation of any export restrictions, anti-boycott regulations, embargo regulations or other similar applicable U.S. or foreign Laws. No Seller, Seller Affiliate, Material Joint Venture Entity nor any of their respective Representatives is a "specially designated national" or blocked Person under U.S. sanctions administered by OFAC. Neither Sellers nor the Material Joint Venture Entities have engaged in any business with any Person or in any country that it is prohibited for a U.S. Person to engage in any business with or under applicable Law or under applicable U.S. sanctions administered by U.S. Department of the Treasury.

(i) All billing and collection practices of, and claims submitted by, Sellers, the Mission Acquired Entities and the Material Joint Venture Provider Entities with respect to all Government Programs and Private Programs have been in compliance in all material respects with all applicable Laws, regulations and policies of, and Payor Agreements with, such Government Programs and Private Programs. No Seller or Mission Acquired Entity has assumed any liability with respect to any third party relating to billing and collection practices of, and claims submitted by, such third party. No Seller, Mission Acquired Entity or Material Joint Venture Provider Entity has submitted any claims

that are cause for civil penalties or overpayments under, or mandatory or permissive exclusion from, any Government Program, Private Program, or under the terms of a Payor Agreement. Sellers, the Mission Acquired Entities and the Material Joint Venture Provider Entities have maintained such records as required by applicable Laws or third-party payor policy supporting the provision of services billed under all Government Programs and Private Programs.

(j) For the three (3) Federal Fiscal Years or calendars years, as applicable, immediately preceding the current Federal Fiscal Year or current calendar year, as applicable, each Seller, Mission Acquired Entity and each Material Joint Venture Provider Entity has timely filed all quality and performance reports, data, and other information to be filed with CMS, with respect to both Physicians and hospitals, inpatients and outpatients, as required by CMS Reporting, and all reports, data and other information submitted by a Seller, Mission Acquired Entity or Material Joint Venture Provider Entity in support of its quality and performance for the avoidance of negative payment adjustments or in support of positive payment adjustments are in all material respects accurate, correct and supportive of its claims of quality and performance and receipt of positive payment adjustment and avoidance of negative payment adjustments, as applicable. Neither Sellers, the Mission Acquired Entities, the Material Joint Venture Provider Entities, nor any of their respective officers, directors or managing employees have knowingly and willfully made or caused to be made a false statement or representation of a material fact in any report, data, and other information supporting its CMS Reporting.

(k) Each Seller, Mission Acquired Entity and Material Joint Venture Provider Entity is in compliance in all material respects with all applicable Laws regarding the selection, deselection, and credentialing of its Physicians and other Practitioners, including verification of licensing status and eligibility for reimbursement under Government Programs.

(l) Each individual now or formerly employed by a Seller, a Seller Affiliate or a Material Joint Venture Provider Entity, and, to the Knowledge of Sellers, each individual now or formerly contracted by a Seller, a Seller Affiliate or a Material Joint Venture Provider Entity, to provide professional services, including the Practitioners, is or was duly licensed to provide such services, is or was in compliance in all material respects with all Laws relating to such professional licensure and meets or met the qualifications to provide such professional services under applicable Laws and the terms and conditions of the Payor Agreements to which a Seller, Mission Acquired Entity or a Material Joint Venture Provider Entity is a party, in each case during the periods during which such employee or independent contractor provided such services on behalf of any of them.

(m) All off-campus locations of each Hospital that are treated by such Hospital as being a provider-based location or department of such Hospital (i) were in operation and billing the Medicare program under the outpatient prospective payment system for covered outpatient department services prior to November 2, 2015, (ii) are in compliance with the site-neutral programs of Section 603 of the Bipartisan Budget Act of 2015 and CMS Regulations 42 C.F.R. § 413.65, and (iii) have been reported as practice locations on the Hospital's Medicare application. All on-campus locations of each Hospital that are required to be included on the CMS Medicare Enrollment Application have been reported.

(n) ASH (i) participates in the Medicare program as a long-term care hospital and is eligible for reimbursement under the Medicare program's long-term care hospital Prospective Payment System, (ii) has been and is currently in material compliance with the requirements set forth in 42 U.S.C. § 1395ww(d)(l)(B), 42 C.F.R. §§ 412.23(e)(l), (2) and (3)(v), (iii) has been and is currently in compliance in all material respects with the hospitals-within-hospitals requirements set forth in 42 C.F.R. §§ 412.22(e) and 412.538, and (iv) has been and is currently in compliance with all moratoriums that have been placed on or are currently in place regarding the establishment of new long-term care hospitals and

long-term care hospital satellite facilities and increasing the number of beds in existing long-term care hospitals and existing long-term care hospital satellite facilities.

(o) Neither the HHAs, nor any Seller, Mission Acquired Entity or Material Joint Venture Provider Entity, in connection with the operation of the HHAs, has made a claim to any Government Program or any Private Program for: (i) a patient who has not been certified or re-certified as needing home health services in the timeframes and manner set forth in 42 C.F.R. § 484.55; (ii) a service which is not an approved home health service; or (iii) a service which does not comply with the plan of care approved for the patient. The effective dates of the initial enrollment of each of the HHAs in Medicare occurred prior to February 1, 2014, and neither of the HHAs has undergone a change in majority ownership as such term is defined in 42 C.F.R. § 424.502 since February 1, 2014.

(p) Neither the Hospice nor any Seller, Mission Acquired Entity or Material Joint Venture Provider Entity, in connection with the operation of the Hospices, has made a claim to any Government Program or any Private Program for: (i) a patient who has not been certified or re-certified as terminally ill in the timeframes and manner set forth in 42 C.F.R. §§ 418.22 and 418.25; (ii) a service which is not an approved hospice service; or (iii) a service which does not comply with the plan of care approved for the patient. All claims, returns, invoices, reports, including cap reports, and other forms made by the Hospices, Sellers, the Mission Acquired Entities or the Material Joint Venture Provider Entities, in connection with the operation of the Hospices, to any Government Program or any other third-party payor are true, complete and accurate. As of the closing Date, the Hospices have no Medicare Cap Liability, and the Sellers, the Mission Acquired Entities and Material Joint Venture Provider Entities have no reason to believe that the Hospices will have Medicare Cap Liability at the end of the current Medicare cap year. For purposes of this Section, **"Medicare Cap Liability"** shall mean any obligation or liability for amounts paid to the Sellers, the Mission Acquired Entities or the Material Joint Venture Provider Entities in excess of the maximum "caps" allowed pursuant to the limitation on payments for hospice services described in 42 U.S.C. § 1395f and the applicable Medicare regulations.

(q) Community owns and operates a licensed rehabilitation hospital located at 68 Sweeten Creek Rd, Asheville, North Carolina 28803 (the **"Rehabilitation Hospital"**). Community, in connection with the operation of the Rehabilitation Hospital, (i) is eligible for reimbursement under the Medicare program's inpatient rehabilitation facility Prospective Payment System, and (ii) has been and is currently in compliance in all material respects with the requirements set forth in 42 C.F.R. §§ 412.23(b), 412.29, and 412.604.

(r) MH owns and operates an approved PACE Organization (within the meaning of 42 C.F.R. § 460.6) (the **"PACE Organization"**), which operates a capitated program of all-inclusive care for the elderly (the **"PACE Program"**) pursuant to a PACE program agreement with CMS and the North Carolina Department of Health, Division of Medical Assistance (the **"PACE Program Agreement"**). MH, in connection with the operation of the PACE Organization, has been and is currently in compliance in all material respects with the requirements set forth in 42 U.S.C. §§ 1395eee and 1396u-4, and 42 C.F.R. Part 460, and the terms and conditions set forth in the PACE Program Agreement. Neither MH nor the PACE Organization is subject to any enrollment or payment suspension, restriction or corrective action plan in connection with the PACE Program, nor has MH or the PACE Organization received any written notice from any Governmental Authority of any compliance deficiencies or intent to issue civil money penalties or terminate the PACE Provider Agreement in connection with the PACE Program, and to the Knowledge of Sellers, no events or facts exist that would reasonably be expected to jeopardize or impair the ability of MH to continue to operate and receive payment under the PACE Program. None of the Excluded Assets are used in connection with the operation of the PACE Program.

(s) Sellers, the Mission Acquired Entities and the Material Joint Venture Provider Entities, in connection with the operation of the CAHs, have been and are currently in compliance in all material respects with the requirements set forth in 42 U.S.C. § 1395i-4, and 42 C.F.R. Part 485, Subpart F, including the status and location requirements set forth in 42 C.F.R. § 485.610, and, to the extent applicable, the requirements for swing-beds set forth in 42 C.F.R. § 485.645. Neither the CAHs nor the Sellers, the Mission Acquired Entities or the Material Joint Venture Provider Entities, in connection with the operation of the CAHs, has received written notice from CMS or any Governmental Authority of its intent to terminate the critical access hospital designation of any of the CAHs, and, to the Knowledge of Sellers, no events or facts exist that would reasonably be expected to jeopardize the critical access hospital designation of any of the CAHs.

(t) Sellers, the Mission Acquired Entities and the Material Joint Venture Entities have been and are presently in compliance with the Stark Law and all applicable implementing regulations, rules, ordinances and Orders related to any of the foregoing.

(u) MHP (i) participates in the Medicare program as an accountable care organization in the Medicare Shared Savings Program ("**MSSP**"), (ii) has been and is currently in compliance in all material respects with the requirements set forth in 42 C.F.R. Part 425, and any guidance promulgated by CMS pursuant to the MSSP, and, (iii) has been and is currently in compliance in all material respects with each MSSP Participation Agreement that MHP has entered into with CMS, as well as each provider agreement with providers participating in the MSSP.

(v) Sellers and the Mission Acquired Entities have repaid all amounts owed to any Third Party Payor, including any Government Program, including without limitation, MSSP, pursuant to any shared savings or bundled payments program, or any amounts owed by Sellers or any Mission Acquired Entity, as applicable, to any participant participating in any bundled payments or shared savings program, including the MSSP.

(w) Other than the April 10, 2018 Initial PPO Operations Filing with the North Carolina Department of Insurance that Healthy filed on behalf of the to-be-formed "Healthy State Insurance Company," no other insurance application (collectively, "**Insurer Application**") has been made by any Seller, Mission Acquired Entity or Material Joint Venture Provider Entity with any Governmental Authority that is currently pending or open before such Governmental Authority. No Insurer Application filed by any Seller, Mission Acquired Entity or Material Joint Venture Provider Entity within the past three (3) years has been ultimately denied by any Governmental Authority or withdrawn by such Seller, Mission Acquired Entity or Material Joint Venture Provider Entity. To Sellers' Knowledge, Sellers have properly filed all required Insurer Applications necessary to the Business and the Material Joint Venture Provider Business, which Insurer Applications are complete and correct in all material respects.

(x) Notwithstanding the foregoing, this Section 4.11 shall not apply to the subject matter of the representations and warranties set forth in Sections 4.8(b), 4.9(b), 4.13, 4.22(g), 4.24(f), 4.25 or 4.28.

4.12 Information Privacy and Security Compliance.

(a) Sellers, the Mission Acquired Entities, the Facilities, and the Material Joint Venture Provider Entities (i) are, and at all times have been, in compliance in all material respects with HIPAA and (ii) are, and at all times have been, in compliance in all material respects with all other applicable Information Privacy or Security Laws and all rules and regulations promulgated thereunder. Sellers, the Mission Acquired Entities and the Material Joint Venture Provider Entities have undertaken

surveys, audits, inventories, reviews, analyses and/or assessments of all areas of the Business and the Material Joint Venture Provider Business required by the HITECH Act and the administrative simplification provisions of HIPAA.

(b) Sellers have provided to Buyer accurate and complete copies of the compliance policies and/or procedures and privacy notices of the Facilities and the Material Joint Venture Provider Facilities relating to Information Privacy or Security Laws. All of Sellers', the Mission Acquired Entities', the Material Joint Venture Provider Entities', the Facilities' and the Material Joint Venture Provider Facilities' respective workforces (as such term is defined in 45 C.F.R. § 160.103) with access to Personal Information have received or are scheduled to receive in accordance with the timeframes required by HIPAA and such Sellers', Mission Acquired Entities', Material Joint Venture Provider Entities', Facilities' or Material Joint Venture Provider Facilities' respective privacy policies, training with respect to compliance with Information Privacy or Security Laws.

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

(d) Sellers have provided to Buyer accurate and complete copies of any written complaint(s) delivered to any Seller, Mission Acquired Entity, Material Joint Venture Provider Entity, the Facilities or the Material Joint Venture Provider Facilities during the past three (3) years alleging a violation of any Information Privacy or Security Laws.

(e) Except as set forth on Schedule 4.12(e), (i) no Breach has occurred with respect to any Unsecured Protected Health Information (as such terms are defined in 45 C.F.R. § 164.402) maintained by or for any Seller, Mission Acquired Entity, Material Joint Venture Provider Entity, the Facilities or the Material Joint Venture Provider Facilities, and (ii) no information security or privacy incident has occurred that would require notification under any business associate agreement or any Information Privacy or Security Law.

(f) Except as set forth on Schedule 4.12(f), for the six (6) fiscal years or calendar years, as applicable, immediately preceding the current calendar year, Sellers, the Mission Acquired Entities and the Material Joint Venture Provider Entities, as applicable, have timely filed in all material respects all reports, data, and other information to be filed with CMS regarding Sellers', the Mission Acquired Entities' or the Material Joint Venture Provider Entities' use of certified electronic health record technology ("**CEHRT**") as required by the HITECH Act, and its implementing regulations, and have successfully attested to meaningful use of CEHRT as required by the HITECH Act, and, all reports, data and other information submitted by Sellers, the Mission Acquired Entities or the Material Joint Venture Provider Entities in support of their attestation of CEHRT meaningful use and claim for HITECH Payments and avoidance of payment adjustment are accurate, correct and support their claims of required CEHRT use and receipt of HITECH Payments and avoidance of payment adjustments. Neither Sellers,

the Mission Acquired Entities nor the Material Joint Venture Provider Entities have, and to the Knowledge of Sellers' Chief Information Officer, no managing Seller Employee or Seller Director, or any other managing employee, officer or director of any Material Joint Venture Provider Entity, has knowingly and willfully made or caused to be made a false statement or representation of a material fact in any report, data, and other information supporting Sellers', the Mission Acquired Entities' or the Material Joint Venture Provider Entities' attestation of CEHRT use.

4.13 Compliance Program. Sellers have provided to Buyer an accurate and complete copy of each Facility's and Material Joint Venture Facility's current compliance program materials, including all program descriptions, compliance officer and committee descriptions, ethics and risk area policy materials, training and education materials, auditing and monitoring protocols, reporting mechanisms and disciplinary policies. Sellers, the Mission Acquired Entities, the Material Joint Venture Entities, the Facilities and the Material Joint Venture Facilities have conducted their operations in all material respects in accordance with their respective compliance programs. No Seller , Mission Acquired Entity or Material Joint Venture Entity (a) is a party to a Corporate Integrity Agreement with the OIG; (b) has reporting obligations pursuant to any settlement agreement entered into with any Governmental Authority; (c) to the Knowledge of Sellers, has been the subject of any Government Program investigation conducted by any federal or state enforcement agency; (d) has been a defendant in any qui tam/False Claims Act litigation (other than by reason of a sealed complaint that is not within the Knowledge of Sellers); (e) has been served with or received any search warrant, subpoena, civil investigative demand, contact letter, or, to the Knowledge of Sellers, telephone or personal contact by or from any federal or state enforcement agency (except in connection with medical services provided to third-parties who may be defendants or the subject of investigation into conduct unrelated to the Business or the Material Joint Venture Business); or (f) has received any complaints through such Seller's, Mission Acquired Entities' or Material Joint Venture Entities' compliance "hotline" from Seller Employees, other employees, independent contractors, vendors, Physicians, patients, or any other Persons during the past three (3) years that could reasonably be considered to indicate that such Seller, Mission Acquired Entity or Material Joint Venture Entity has violated, or is currently in violation of, any applicable Law. For purposes of this Agreement, the term "compliance program" refers to provider programs of the type described in compliance guidance published by the OIG.

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

4.15 Accounts Receivable. The Accounts Receivable reflected on the Reference Balance Sheet and the Accounts Receivable arising after the Balance Sheet Date (a) have arisen from bona fide healthcare or other transactions entered into by a Seller or Mission Acquired Entity involving the sale of goods or the rendering of services in the ordinary course of business consistent with past practice; (b) constitute only valid claims of a Seller or Mission Acquired Entity that are not subject to claims of set-off or other defenses or counterclaims other than normal discounts accrued in the ordinary course of business consistent with past practice; and (c) subject to a reserve for bad debts shown on the Reference

Balance Sheet or, with respect to Accounts Receivable arising after the Balance Sheet Date, on the accounting records of the Business, are (subject to Buyer using commercially reasonable efforts to collect all Pre-Closing Patient Receivables as set forth in Section 2.13) collectible in full within ninety (90) days after billing. All Accounts Receivable, including payments or reimbursement from Government Programs and Private Programs, are deposited into the Transferred Seller Bank Accounts.

4.16 Experimental Procedures. During the past five (5) years, neither Sellers, the Mission Acquired Entities, the Material Joint Venture Provider Entities, the Facilities nor the Material Joint Venture Provider Facilities have performed or permitted the performance of any experimental or research procedure or study involving patients in the Facilities or the Material Joint Venture Provider Facilities that were not authorized and/or conducted in accordance with the policies and procedures of the Facilities or the Material Joint Venture Provider Facilities that comply in all material respects with applicable Laws, including applicable U.S. Food and Drug Administration regulations.

4.17 Certificates of Need. Except as set forth on Schedule 4.17, other than with respect to the Contemplated Transactions, no application for any Certificate of Need, exemption certificate or declaratory ruling (collectively, the "**Applications**") has been made by any Seller, Mission Acquired Entity or Material Joint Venture Provider Entity with any Governmental Authority that is currently pending or open before such Governmental Authority or has been approved but relates to projects not yet completed. Except as set forth on Schedule 4.17, no Application filed by any Seller, Mission Acquired Entity or Material Joint Venture Provider Entity within the past three (3) years has been ultimately denied by any Governmental Authority or withdrawn by such Seller, Mission Acquired Entity or Material Joint Venture Provider Entity. To Sellers' Knowledge, each Seller, Mission Acquired Entity and Material Joint Venture Provider Entity has properly filed all required Applications necessary to the Business and the Material Joint Venture Provider Business, which Applications are complete and correct in all material respects with respect to any and all improvements, projects, changes in services, construction and equipment purchases, and other changes for which Approval is required under any applicable federal or state Law.

4.18 Intellectual Property.

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

(b) Except as set forth on Schedule 4.18(b), Sellers or Seller Affiliates solely and exclusively own all right, title and interest (including the right to enforce), free and clear of all Encumbrances, other than Permitted Encumbrances, in all Owned Intellectual Property. During the five (5) year period prior to the date of this Agreement, Sellers and Seller Affiliates have used commercially reasonable efforts to maintain each item of Owned Intellectual Property; provided, however, that Sellers and Seller Affiliates have not registered or attempted to apply to register the Owned Intellectual Property

identified in Sections 4.18(a)(vi). Sellers and the Mission Acquired Entities have valid rights to use the Transferred Intellectual Property as necessary for the operation of the Business. Neither Sellers, any Seller Affiliate nor any Owned Intellectual Property, is subject to any Contract containing any covenant or other provision that in any way limits or restricts the ability of Sellers or the Mission Acquired Entities to use, assert, enforce, or otherwise exploit any Owned Intellectual Property anywhere in the world. No Person who has licensed Intellectual Property to a Seller or Seller Affiliate has any ownership rights or license rights to derivative works or improvements made by or on behalf of any Seller or Seller Affiliate related to such Intellectual Property.

(c) Except as set forth on Schedule 4.18(c): (i) the consummation of the Contemplated Transactions will neither violate nor result in the breach, modification, cancellation, termination or suspension of, or acceleration of any payments under, any of the Intellectual Property Contracts; and (ii) following the Effective Time, assuming all Approvals and Permits with respect to Intellectual Property Contracts on Schedule 4.2(b) have been obtained, Buyer will have and be permitted to exercise all of Sellers' or Seller Affiliates' rights under and to all Transferred Intellectual Property, including under or pursuant to all Intellectual Property Contracts to the same extent a Seller or any Seller Affiliate would have been able to had the Contemplated Transactions not occurred and without being required to pay any additional amounts or consideration other than fees, royalties or payments that any Seller or Seller Affiliate would otherwise be required to pay had the Contemplated Transactions not occurred. To the Knowledge of Sellers, no event has occurred, and no circumstance or condition exists, that (with or without notice or lapse of time) will, or could reasonably be expected to, result in the delivery, license, or disclosure of any source code included in the Owned Intellectual Property.

(d) The Owned Intellectual Property, the use of the Transferred Intellectual Property by Sellers and Seller Affiliates, and the operation of the Business have not infringed, misappropriated, violated, or otherwise conflicted with, and do not infringe, misappropriate, violate or otherwise conflict with, any Intellectual Property rights of any other Person, violate any right to privacy or publicity, nor constitute unfair competition or trade practices under the Laws of any jurisdiction. Except as set forth on Schedule 4.18(d), neither Sellers nor any Seller Affiliates have received any written claim (or written notice of any related action) that any Seller, any Seller Affiliate, or any Transferred Intellectual Property infringes, misappropriates, or otherwise violates any Intellectual Property rights of any Person, or constitutes unfair competition or trade practices under the Laws of any jurisdiction (nor to the Knowledge of Sellers are there any facts, circumstances or information that could reasonably be the basis for such a claim). No claim of infringement or misappropriation of Intellectual Property is pending or, to the Knowledge of Sellers, threatened, against any Person who may be entitled to be indemnified, defended, held harmless, or reimbursed by a Seller or Mission Acquired Entity with respect to such claim.

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

(f) All Owned Intellectual Property that derives independent economic value, actual or potential, from not being generally known to the public or to other Persons who can obtain economic value from its disclosure or use has been maintained in confidence in accordance with commercially reasonable procedures to protect rights of like importance. All Seller Employees, current and former employees, consultants and contractors of Sellers or any Seller Affiliate, and other Persons who have participated in the creation or development of any Owned Intellectual Property (i) have executed valid and enforceable agreements in which they have assigned or otherwise vested all of their rights in and to

such Owned Intellectual Property to Sellers or the Mission Acquired Entities or (ii) have created such materials in the scope of his or her employment. No such Person has asserted, and to the Knowledge of Sellers, no such Person has, any right, title, interest or other claim in, or the right to receive any royalties or other consideration with respect to, any Owned Intellectual Property. To the Knowledge of Sellers, at no time during the conception of or reduction to practice of any Owned Intellectual Property was any developer, inventor or other contributor to such Intellectual Property operating under any grants from any Governmental Authority, educational institution or private source, performing research sponsored by any Governmental Authority, educational institution or private source, utilizing the facilities of any Governmental Authority or educational institution, or subject to any employment agreement or invention assignment or nondisclosure agreement or other obligation with any third Person.

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

(h) All Information Technology Systems (and all parts thereof) (i) operate and perform in accordance with their documentation and functional specifications as required by Sellers and Seller Affiliates for the operation of the Business in all material respects, (ii) have not materially malfunctioned or failed within the past four (4) years, and (iii) are free of (A) except as set forth on Schedule 4.18(h)(A) any critical defects, including any critical error or critical omission in the processing of any transactions and (B) except as set forth on Schedule 4.18(h)(B), to the Knowledge of Sellers, any Malicious Code. Sellers and Seller Affiliates take and have taken reasonable steps intended to ensure that the Information Technology Systems are free from Malicious Code. Sellers and Seller Affiliates have disaster recovery plans, procedures and facilities that are consistent with the practices of the industry of Sellers, have assessed and tested such plans, procedures and facilities on no less than an annual basis and such plans, procedures and facilities have been proven effective upon such testing. Sellers and Seller Affiliates take and have taken all reasonable steps to safeguard and back-up at secure off-site locations the Information Technology Systems. To the Knowledge of Sellers, during the three (3)-year period prior to the date of this Agreement, there has not been an unauthorized breach, disclosure, or loss of data stored or contained in the Information Technology Systems.

(i) All services and Software that any Seller or Mission Acquired Entity has procured directly or indirectly from BMH Solutions, Inc. have been procured and used by Sellers or the Mission Acquired Entities for the sole purposes of managing grant applications and managing the donation of funds to Sellers or the Mission Acquired Entity through large individual gifts, corporate gifts, live event fundraising, employee giving campaigns, and medical staff giving. The unavailability of such services and Software upon Closing will not adversely impact any other Information Technology System or any functions of Sellers or the Mission Acquired Entities other than those set forth in the preceding sentence.

(j) To the extent that Sellers or any Seller Affiliates receive, process, transmit or store any financial account numbers (such as credit cards, bank accounts, PayPal accounts, debit cards), passwords, CCV data, or other related data ("**Cardholder Data**"), Sellers and the Mission Acquired Entities have implemented information security procedures, processes and systems in accordance in all material respects with all applicable Laws and industry standards related to the collection, storage,

processing and transmission of Cardholder Data, including those established by applicable Governmental Authorities, and, to the extent applicable, the Payment Card Industry Standards Council (including the Payment Card Industry Data Security Standard).

4.19 Contracts.

(a) Schedule 4.19(a) sets forth an accurate and complete list of each Contract (except for Tenant Leases and Third-Party Leases) (including a description of any oral Contract) to the extent that, such Contract binds or affects any of the Purchased Assets or any Seller or Mission Acquired Entity is a party to or is bound by such Contract in connection with the Business or the Purchased Assets (collectively, the "**Material Contracts**"), including the following:

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

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

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

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

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

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

(vii) all managed care or third-party payor Contracts to which any of the Sellers or the Mission Acquired Entities is a party;

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

(ix) all Contracts for medical direction, the provision of professional health care services, or medical supervision of the performance of health care services at the Facilities, not otherwise covered by subsection (viii);

(x) all Contracts between or among any of Sellers or the Mission Acquired Entities on the one hand and any Seller Affiliate, Excluded Affiliate or the Foundation on the other hand;

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

(xii) all employment agreements and Contracts with independent contractors or consultants (or similar arrangements), other than arrangements covered by subsections (viii) or (ix) above;

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

(xiv) all Contracts that provide for severance pay or any other material post-employment payment by, or financial obligation of, any Seller or Mission Acquired Entity in excess of $50,000**,** not otherwise covered by subsections (viii) or (ix) above;

(xv) all joint venture, partnership or similar Contracts that provide for the sharing of profits relating to any portion of the Business with any third party;

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

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

(xviii) all Intellectual Property Contracts, except that Schedule 4.19(a) does not need to disclose non-exclusive inbound licenses of Standard Software; and

(xix) all leases with annual payments in excess of $100,000.

(b) Each Assumed Contract and Material Contract is valid and binding on the applicable Seller or Mission Acquired Entity in accordance with its terms and is in full force and effect, except in circumstances in which the failure of such Assumed Contract or Material Contract to be in full force and effect or constitute a binding obligation would not be material to the Facility to which such Contract relates. Each Seller and Mission Acquired Entity (in each case, to the extent a party thereto) has paid all amounts to be paid by such Seller or Mission Acquired Entity, as applicable, and otherwise performed all material obligations required to be performed to date by such Seller or Mission Acquired Entity under each Assumed Contract or Material Contract and no Seller or Mission Acquired Entity has received any written notice of termination, cancellation, breach or default under any Assumed Contract or Material Contract. To the Knowledge of Sellers, no event has occurred that, with the passage of time or the giving of notice or both, would result in a default, breach or event of noncompliance by any Seller or Mission Acquired Entity under any Assumed Contract or Material Contract, or result in the termination thereof, or would cause or permit the acceleration or other changes of any right or obligation or the loss of any benefit thereunder, except as set forth on Schedule 4.19(b) and Schedule 4.22(c). To the Knowledge of Sellers, no other party to any Assumed Contract or Material Contract is in material breach thereof or material default thereunder. A true, correct and complete copy of each written Assumed Contract and Material Contract and an accurate written description setting forth the terms and conditions of each oral Assumed Contract and Material Contract has been delivered to Buyer.

4.20 Personal Property. Schedule 4.20 includes an accurate and complete list of the Personal Property having a book value in excess of $5,000 individually as of the Balance Sheet Date. Except as disclosed on Schedule 4.20, since the Balance Sheet Date, Sellers and the Mission Acquired Entities have not sold or otherwise disposed of any item or items of Personal Property having a book value (individually or in the aggregate) in excess of $25,000 individually (other than Inventory items sold, used or disposed of in the ordinary course of business).

4.21 Inventory. Except for Inventory exhausted or added in the ordinary course of business between the Execution Date and the Closing Date, all of the Inventory on hand consists of items of a quality usable or saleable in the ordinary course of business. Except as disclosed on Schedule 4.21, Inventory is carried at the lower of cost or market on a first in, first out basis and is properly stated in the Historical Financial Information. The Inventory on hand as of Closing will be sufficient to run the Facilities as currently being operated for at least three (3) weeks.

4.22 Real Property.

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

(b) Schedule 4.22(b) sets forth the physical address for each parcel of Owned Real Property. Except as set forth on Schedule 4.22(b), Sellers own the Owned Real Property and at the Closing Sellers will convey to Buyer, fee simple title to the Owned Real Property free and clear of all Encumbrances, other than Permitted Encumbrances. Except as set forth on Schedule 4.22(b), other than the right of Buyer pursuant to this Agreement, there are no outstanding agreements, options, rights of first offer or rights of first refusal to sell such Owned Real Property or any portion thereof or interest therein. Except as set forth on Schedule 4.22(b), no Seller Affiliate or, to Seller's Knowledge, any other Person. has any ownership or leasehold interest in any of the Owned Real Property or the Facilities (except for tenants under the Third-Party Leases).

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

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

deposits thereunder, if any; and (viii) the nature and amount of any commissions payable with respect thereto that remain currently due and payable.

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

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

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

(h) Except as set forth on Schedule 4.22(h), as of the Closing Date, there will be no incomplete construction projects with anticipated costs in excess of $100,000 affecting the Real Property and all completed construction projects will be fully paid for and all applicable lien releases obtained.

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

(j) No brokerage or leasing commissions or other compensation are due or payable by any Seller or Seller Affiliate to any Person, firm, corporation or other entity with respect to, or on

account of, any Tenant Lease or any extensions or renewals thereof, or, except as set forth on Schedule 4.22(d) any Third-Party Lease or any extensions or renewals thereof.

(k) Except as set forth on Schedule 4.22(k), the improvements which are a part of the Real Property, as designed and constructed, comply with all Laws applicable thereto, including the Americans with Disabilities Act, as amended, and Section 504 of the Rehabilitation Act of 1973.

(l) The existing water, sewer, gas and electricity lines, storm sewer and other utility systems on the Real Property are, to the Knowledge of Sellers, adequate to serve the utility needs of the Real Property and to allow the present operation of the Business. All Approvals and Permits required for said utilities have been obtained and are in force and effect. To the Knowledge of Sellers, all of said utilities are installed and operating, and all installation and connection charges have been paid in full.

(m) To the Knowledge of Sellers, there are not any structural or latent defects in any of the buildings or other improvements which are a part of the Real Property. Such buildings and improvements which are a part of the Real Property, and all parts thereof and appurtenances thereto, including the heating, ventilation, air conditioning, electrical, mechanical and plumbing systems, and the drainage at or servicing the Real Property, the Facilities, and any equipment relating thereto, are, to the Knowledge of Sellers, in good condition and working order and adequate in quantity and quality for the normal operation of the Real Property.

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

(o) To the Knowledge of Sellers, there are not now, nor will there be at Closing, any agreements, covenants, restrictions, prohibitions or limitations of any kind (whether recorded in the public records or private) that would restrict, prohibit or limit any future development, redevelopment, construction, demolition, repairs, renovation, replacement, alteration or improvement of, in, on or under any part of the Real Property located on, associated with or appurtenant to the St. Joseph campus of Mission Hospital (Asheville, North Carolina).

4.23 Insurance. Schedule 4.23 sets forth an accurate and complete list of all insurance policies or self-insurance funds maintained by Sellers and the Mission Acquired Entities as of the date of this Agreement covering the Business or the Purchased Assets (collectively, the "**Insurance Policies**"), indicating with respect to each such policy or fund, the type of insurance, policy number, annual premium, remaining term, identity of the insurer, coverage limits, applicable deductibles, and whether such policies are on an occurrence or claims made basis. Sellers have made available to Buyer accurate and complete copies of all of such Insurance Policies. Sellers and the Mission Acquired Entities have one or more "business interruption" Insurance Policies in customary form and amount covering the Business and the Purchased Assets (which coverage includes post-Closing operations by Buyer with respect to pre-Closing incidents), and the proceeds of such Insurance Policies are assignable to Buyer as to the period following the Effective Time. All of the Insurance Policies are now and will be until the Effective Time in full force and effect with no premium arrearages. All premiums due on the Insurance Policies have either been paid or, if due and payable on or prior to the Closing Date, will be paid prior to the Closing Date in accordance with the payment terms of each Insurance Policy. The Insurance Policies do not provide for any retrospective premium adjustment or other experience-based Liability on the part of Sellers or the Mission Acquired Entities (except with respect to workers' compensation policies). All Insurance Policies (a) are valid and binding in accordance with their terms; (b) are provided by carriers who are, to the Knowledge of Sellers, financially solvent; and (c) have not been subject to any lapse in coverage. There are no claims pending under any of the Insurance Policies as to which coverage has been questioned, denied or disputed or in respect of which there is an outstanding reservation of rights. No

Seller or Mission Acquired Entity is in material default under, or has otherwise failed to comply with, in any material respect, any provision contained in any Insurance Policy. The Insurance Policies are of the type and in the amounts customarily carried by Persons conducting a business similar to the Business and are sufficient for compliance with all applicable Laws and Contracts to which any Seller or Mission Acquired Entity is a party or by which any Seller or Mission Acquired Entity or any of the Purchased Assets are bound. Sellers and the Mission Acquired Entities have timely provided all notices required to be given under the Insurance Policies to the respective insurer with respect to all claims and actions covered by insurance, and no insurer has denied coverage of any such claims or actions or reserved its rights in respect of or rejected any such claims. Sellers and the Mission Acquired Entities have not (i) received any written notice or other communication from any insurer canceling or materially amending any of the Insurance Policies, and no such cancellation or amendment is threatened, or (ii) failed to present any claim which is still outstanding under any of the Insurance Policies.

4.24 Employee Benefit Plans.

(a) Schedule 4.24(a) contains a true and complete list of all of the following agreements, plans or other Contracts covering any Seller Employee, any current or former employee or director of Sellers or any Seller Affiliate or any current or former consultant or contractor of Sellers or any Seller Affiliate, which is currently or has been sponsored, maintained or contributed to, in the last six (6) calendar years, by any Seller or Mission Acquired Entity or to which any Seller or Mission Acquired Entity has any outstanding present or future obligations to contribute or other Liability, whether voluntary, contingent or otherwise: (i) employee benefit plans within the meaning of Section 3(3) of the Employee Retirement Income Security Act of 1974, as amended ("**ERISA**") and (ii) any employment, severance, termination or similar Contract and any other employee benefit plan, program, policy, or arrangement providing for compensation, bonuses, commission, profit-sharing, stock option or other stock- or equity-linked benefits or rights, incentive, deferred compensation, vacation or paid-time-off benefits, insurance (including any self-insured arrangements), death, life, dental, vision, health or medical benefits, employee assistance, disability or sick leave benefits, workers' compensation, supplemental unemployment benefits, retention, transaction, change of control payments, savings, pension, retirement, post-employment or retirement benefits or other employee compensation plan, program, policy, agreement, program, arrangement or commitment, in each case, whether written or unwritten and whether formal or informal (collectively, the "**Plans**").

(b) Sellers have provided an accurate and complete copy of the following documents to Buyer: (i) each material Plan (including all plan documents and amendments thereto and summary of the material terms of any Plan that is not in writing); (ii) for each Plan that is subject to the Form 5500 reporting requirements, the most recent Form 5500 annual report with accompanying schedules and attachments filed with the U.S. Department of Labor, (iii) the most recent Form 1094 and Form 1095 filed with the IRS, (iv) for each Plan that is subject to the summary plan description requirements of Section 104(b) of ERISA, the most recent summary plan description for each Plan (as well as any summary of material modifications thereto), (v) the current employee handbook or similar document of the Facilities and (vi) the most recently received determination or opinion letter, if any, issued by the IRS and each currently pending application to the IRS for a determination letter with respect to any Plan that is intended to qualify under Section 401(a) of the Code.

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

(d) With respect to each Seller, Mission Acquired Entity and any entity that is required to be aggregated with a Seller under Section 414 of the Code (such aggregated entities referred

to as the "**ERISA Controlled Group**"), (i) there is no "multiemployer plan" (as defined in Sections 4001(a)(3) or 3(37)(A) of ERISA) under which a Seller, Mission Acquired Entity or an ERISA Controlled Group have any present or future obligations, whether contingent or otherwise, or under which a Seller Employee or any other employee of any Seller or Mission Acquired Entity has any present or future right to receive benefits; (ii) none of the Plans and no plan that is or has been maintained or contributed to by a member of the ERISA Controlled Group is a pension plan subject to Title IV of ERISA, Section 302 of ERISA or Section 412 of the Code; and (iii) none of the Plans is a "multiple employer plan" (as defined in Section 413(c) of the Code) or a multiple employer welfare plan (as defined in Section 3(40) of ERISA). No Plan provides for post-employment health benefits to any current or former Seller Employee, except as required by COBRA.

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

(f) Each Plan has been operated and administered in material compliance with its terms and all applicable Laws, including ERISA and the Code. Each Seller and Mission Acquired Entity and each ERISA Controlled Group has complied with all of the continuation coverage requirements of COBRA and the requirements of Section 5000 of the Code. Each Plan that is intended to be Tax-qualified under Sections 401(a) or 403 of the Code ("**Retirement Plans**") from which assets may be transferred or involved in a "direct rollover" (as defined in Section 401(a)(31) of the Code) to a Retirement Plan of Buyer has received a favorable determination letter or is entitled to rely on a favorable opinion or advisory letter from the IRS concerning the Tax-qualification of such Plan and no event or circumstance exists that would be reasonably expected to adversely affect such qualification.

(g) Except as set forth on Schedule 4.24(g), neither the execution and delivery of this Agreement, nor the consummation of the Contemplated Transactions, either alone or in combination with another event (whether contingent or otherwise) will (i) entitle any Seller Employee, any current or former employee or director of Sellers or any Seller Affiliate, or any current or former consultant or contractor of Sellers or any Seller Affiliate to any payment or benefit; (ii) increase the amount or value of any payment, compensation or benefits due to any Seller Employee, any current or former employee or director of Sellers or any Seller Affiliate, or any current or former consultant or contractor of Sellers or any Seller Affiliate; or (iii) accelerate the vesting, funding or time of payment or delivery of any compensation, equity award or other payment or benefit; (iv) result in any Liability or commitment by Buyer or any of its Affiliates under, or with respect to, any Plan to any Seller Employee, any current or former employee or director of Sellers or any Seller Affiliate, or any current or former consultant or contractor of Sellers or any Seller Affiliate; or (v) result in any "parachute payment" within the meaning of Section 280G of the Code or any similar foreign, state or local Laws. No Person is entitled to receive any additional payment (including any tax gross-up or other payment) from the Facilities as a result of the imposition of the excise taxes required by section 4999 of the Code or any taxes required by section 409A of the Code.

4.25 Employee Matters.

(a) Schedule 4.25(a) sets forth as of August 20, 2018 an accurate and complete list of all Seller Employees, their salary or wage rates, bonus and other compensation, accrued and unused Paid Time Off, recognized date of hire, department, job title, scheduled hours per week, status as part-time, full-time, PRN or temporary, name of employer, work location, and whether such Seller Employees are active or on a leave of absence (and, if so, the type of leave). Each Seller and Mission Acquired Entity and each Plan has in all material respects properly classified individuals currently providing services to

any Seller or Mission Acquired Entity as independent contractors or employees and as exempt or non-exempt from the application of state and federal wage and hour Laws for all purposes, as the case may be, and have properly reported all compensation paid to such service providers for all purposes and no Proceeding has been initiated or threatened against any Seller or Mission Acquired Entity with respect to any of the foregoing. All Seller Employees are employees "at-will," unless otherwise set forth on Schedule 4.25(a). Except as set forth on Schedule 4.25(a), no Seller or Mission Acquired Entity is a party to any oral or written (i) employment agreement (including severance or change of control agreements), (ii) consulting agreement, or (iii) independent contractor agreement with any Person. As of the Execution Date, no executive officers of Sellers or the Mission Acquired Entities have informed any Seller or Mission Acquired Entity in writing of any plan to terminate employment with or services for any Seller or Seller Affiliate except as disclosed in writing to Buyer.

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

(c) Except as set forth on Schedule 4.25(c): (i) there is no pending or, to the Knowledge of Sellers, threatened, employee strike, work stoppage or labor dispute at any of the Facilities, and none has occurred during the three (3) years prior to the Effective Time; (ii) to the Knowledge of Sellers, no union representation question exists respecting the Seller Employees or any other employees of any Seller or Seller Affiliate, no demand has been made for recognition by a labor organization by or with respect to the Seller Employees or any other employees of any Seller or Seller Affiliate during the three (3) years prior to the Effective Time, no union organizing activities by or with respect to the Seller Employees or any other employees of any Seller or Seller Affiliate are taking place, and none of the Seller Employees or any other employees of any Seller or Seller Affiliate is represented by any labor union or organization; (iii) the terms of the Seller Employees' employment are not governed by a collective bargaining agreement; (iv) there is no unfair labor practice claim against any Seller before the National Labor Relations Board pending or, to the Knowledge of Sellers, threatened, against or involving the Business or the Facilities; (v) each Seller and Seller Affiliate is in compliance in all material respects with all Laws and Contracts to which such Seller or Seller Affiliate is a party respecting employment and employment practices, labor relations, terms and conditions of employment, and wages and hours with respect to the Seller Employees; (vi) no Seller or Seller Affiliate is engaged in any unfair labor practices with respect to the Seller Employees; and (vii) there are no pending or, to the Knowledge of Sellers, threatened, complaints or charges related to any of the Facilities before any Governmental Authority regarding employment discrimination, safety or other employment-related charges or complaints, wage and hour claims, or workers' compensation claims.

(d) Sellers and the Mission Acquired Entities are in compliance in all material respects with the terms and provisions of the Immigration Act. For the Seller Employees for whom compliance with the Immigration Act is required, Sellers or the Mission Acquired Entities have obtained and retained a complete and accurate copy of each such Seller Employee's Form I-9 (Employment Eligibility Verification Form) and all other records or documents required to be prepared, procured or retained pursuant to the Immigration Act. Sellers and the Mission Acquired Entities have not been cited, fined, served with a Notice of Intent to Fine or with a Cease and Desist Order (as such terms are defined in the Immigration Act) at any of the Facilities, nor has any Proceeding been initiated or, to the Knowledge of Sellers, threatened against any Seller or Mission Acquired Entity in connection with the

Business, by reason of any actual or alleged failure to comply with the Immigration Act during the three (3) years prior to the Effective Time.

(e) Since January 1, 2014, no Seller or Seller Affiliate has effectuated (i) a "plant closing" (as defined in the WARN Act or any similar state, local or foreign Law) affecting any site of employment or one or more Facilities or operating units within any site of employment or facility of any Seller or Seller Affiliate or (ii) a "mass layoff" (as defined in the WARN Act, or any similar state, local or foreign Law) affecting any site of employment or facility of any Seller or Seller Affiliate.

4.26 Litigation.

(a) Schedule 4.26 sets forth an accurate and complete list and summary description of all Proceedings with respect to any Seller, any Mission Acquired Entity, any Material Joint Venture Entity, any Advocacy Joint Venture Entity, the Business, the Material Joint Venture Business or the Purchased Assets, as well as all Orders, settlements and conciliation Contracts under which any Seller, Seller Affiliate, Material Joint Venture Entity or Advocacy Joint Venture Entity has current or future obligations with respect to the Business or the Purchased Assets. Except as set forth on Schedule 4.26, there are no Proceedings, Orders, compliance reports or information requests, subpoenas or production requests pending or, to the Knowledge of Sellers, threatened, against or affecting (i) any Seller, Seller Affiliate, Material Joint Venture Entity or Advocacy Joint Venture Entity with respect to the Business, the Material Joint Venture Business or the Purchased Assets, or (ii) any Seller Employee or former employee or current or former agent of any Seller, Seller Affiliate, Material Joint Venture Entity or Advocacy Joint Venture Entity in his or her capacity as such at law or in equity, or before or by any Governmental Authority. Neither Sellers, the Material Joint Venture Entities, the Advocacy Joint Venture Entities, any of the Facilities nor any of the Material Joint Venture Facilities has been subject to any formal or informal (for which a Seller, Mission Acquired Entity, Material Joint Venture Entity, Advocacy Joint Venture Entity, Facility or Material Joint Venture Facility has received written notice) Proceeding of the OIG, CMS, the Justice Department, the United States General Accounting Office, the North Carolina Department of Health and Human Services, the Medicaid program or any other Governmental Authority. There are no Proceedings pending or threatened by any Seller or Mission Acquired Entity or, to the Knowledge of Sellers, any Material Joint Venture Entity or Advocacy Joint Venture Entity against any Person. To the Knowledge of Sellers, no event has occurred or circumstances exist that could reasonably be expected to give rise to, or serve as a basis for, any of the foregoing.

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

Entity or Advocacy Joint Venture Entity, or any assets owned or used by any Seller, Mission Acquired Entity, Material Joint Venture Entity or Advocacy Joint Venture Entity, is subject.

(c) No Seller or Mission Acquired Entity has engaged in any transaction that would reasonably be expected to subject any Seller (or any successor-in-interest) to any avoidance action with respect to the Purchased Assets. Without limiting the generality of the foregoing, Sellers have not, with respect to the Purchased Assets, (i) received any material payments from their account debtors outside the ordinary course of business, (ii) acquired or sold any asset other than for reasonably equivalent value or (iii) conducted any business with any debtor-in-possession or bankrupt estate other than in the ordinary course of business.

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

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

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

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

(c) There are no Tax Encumbrances on any of the Purchased Assets, except for Taxes not due and payable on or before the Effective Time.

(d) No written deficiencies for Taxes have been claimed, proposed or assessed by any Governmental Authority for which any Seller or may have any Liability or which may attach to the Purchased Assets. There are no pending or, to the Knowledge of Sellers, threatened Proceedings for or relating to any Liability in respect of Taxes for which any Seller may have any Liability or which may attach to the Purchased Assets. Except as set forth on Schedule 4.27(d), there are no matters under discussion by any Seller with any Governmental Authority with respect to Taxes that may result in an additional amount of Taxes for which any Seller may have any Liability or which may attach to the Purchased Assets.

(e) No Seller or Mission Acquired Entity is a party to any Tax allocation or sharing agreement or has any Liability with respect to any such agreement, other than an agreement or contract entered into in the ordinary course of business the principal purpose of which is not to indemnify for Taxes.

(f) There is no Contract or plan to which any Seller or Mission Acquired Entity is a party that requires any Seller or Mission Acquired Entity to pay a Tax gross-up or reimbursement payment to any Person, other than an agreement or contract entered into in the ordinary course of business the principal purpose of which is not to indemnify for Taxes.

(g) Except as set forth on Schedule 4.27(g), none of the Purchased Assets is an interest in a joint venture, partnership or other arrangement that is or should be treated as a partnership for Tax purposes.

(h) No Tax Return relating to the Purchased Assets or the Business that was filed by any Seller or Mission Acquired Entity contains, or was required to contain, a disclosure statement under Section 6662 of the Code (or any predecessor provision or comparable provision of state, local or foreign Law). No Seller or Mission Acquired Entity has entered into any "reportable transaction" as defined in Treasury Regulation Section 1.6011-4(b). No Seller or Mission Acquired Entity has any Liability for unpaid Taxes relating to the Purchased Assets or the Business of any Person as a former member of an affiliated group or as a transferee or successor, by contract, or otherwise. No Seller or Mission Acquired Entity has agreed or is required to make any adjustment under Section 481(a) of the Code by reason of a change in accounting method, and the IRS has not proposed any such adjustment or change in accounting method used by any Seller or Mission Acquired Entity.

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

(j) Each of the entities set forth on Schedule 4.27(j) is an organization described in Section 501(c)(3) of the Code and exempt from taxation to the extent described in Section 501(a) of the Code and, to the Knowledge of Sellers, (i) is in compliance in all material respects with all applicable Laws pertaining to the operation of an organization described in Section 501(c)(3) of the Code, including, requirements as to private benefit, inurement, self-dealing, conflicts of interest, private business use and other applicable requirements, (ii) is in compliance in all material respects with all applicable requirements of Section 501(r) of the Code if such Seller or Mission Acquired Entity is classified as a "hospital" pursuant to Section 170(b)(1)(A)(iii) of the Code and (iii) has not entered into any transaction which has constituted or may constitute an "excess benefit transaction" within the meaning of Section 4958 of the Code and the Treasury Regulations thereunder.

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

(l) Each of the Material Joint Venture Entities, and to the Knowledge of the Sellers, the minority owned Joint Venture Entities, has filed all Tax Returns required to be filed by it, and all

Taxes due and owing (whether or not shown on any Tax Return) by each of the Material Joint Venture Entities and, to the Knowledge of the Sellers, the minority owned Joint Venture Entities, have been paid.

(m) The Real Property, Facilities and all other assets owned and used for charitable purposes by each Seller and Mission Acquired Entity that is a nonprofit corporation are, and shall be through the Closing Date, exempt from all Property Taxes.

(n) Each of MIS and WNC is properly treated as a disregarded entity for Tax purposes and MIS and WNC have not made any election to be treated as an association taxable as a corporation for Tax purposes.

(o) Each of Imaging Realty, LLC, WNC Stone Center, LLC, Provider-Led, Patient-Centered Care, LLC, and ASH is properly treated as a partnership for Tax purposes.

(p) The MHP Conversion will (i) be a valid North Carolina state law transaction to convert MHP from a nonprofit corporation to a for-profit corporation, (ii) qualify as a reorganization under Section 368(a)(1)(F) of the Code and (iii) not be a taxable transaction for federal, state and local Tax purposes.

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

(a) Each Seller and Mission Acquired Entity has materially complied and is in compliance in all material respects with, and the Real Property and all improvements on the Real Property are in material compliance with, all Environmental Laws.

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

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

(d) Sellers and the Mission Acquired Entities have been duly issued, and currently have and will maintain through the Effective Time, all material Approvals and Permits required under any Environmental Law with respect to any of the Facilities. A true and complete list of such material Approvals and Permits, all of which are valid and in full force and effect, is set forth on Schedule 4.28, and any material Approvals and Permits presently undergoing modification or renewal are described as such on Schedule 4.28. There are no Proceedings pending or, to the Knowledge of Sellers, threatened, that seek the revocation, cancellation, suspension or adverse modification of any such material Approval or Permit. All required applications for renewal thereof have been timely filed. No such Approval or

Permit will terminate as a result of the consummation of the Contemplated Transactions, and no such Approval or Permit is required to be transferred to Buyer or any of its Affiliates as of the Effective Time in order for Buyer to lawfully operate each Facility as presently operated on and after the Effective Time. Since January 1, 2015, Sellers and the Mission Acquired Entities have complied and are in compliance in all material respects with such material Approvals and Permits. Except in accordance with such material Approvals and Permits, there has been no release of material regulated by such material Approvals and Permits at, on, under, or from the Real Property in material violation of Environmental Laws.

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

(f) Sellers have provided to Buyer all environmental audits, reports and assessments since January 1, 2013 concerning the Facilities, the Real Property or the Business that are in the possession, custody or control of Sellers or any Seller Affiliate.

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

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

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

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

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

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

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

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

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

4.34 Transferred Interests. Other than the Transferred Interests, the Purchased Assets do not include any ownership interests, partnership interests, membership interests or capital stock held by Sellers or the Mission Acquired Entities in any Person. Schedule 4.34 identifies as to the Transferred Interests: (a) the name of the entity, type of organization of the entity (e.g., corporation, limited partnership, limited liability company, etc.) and the state of such entity's organization; (b) the type of interest to be transferred (e.g., membership, partnership, stock, etc.); (c) the ownership percentage of such interest held by the applicable Seller or Mission Acquired Entity as compared to the total outstanding interests in such entity; (d) all other Persons holding an interest in such entity and the percentage interest held by each such other Person; and (e) all consents necessary to transfer the Transferred Interests to Buyer. Sellers own and hold good and beneficial interest in and to the Transferred Interests, and, except as provided on Schedule 4.34, free and clear of all Encumbrances, restrictions, rights of first refusal, voting trusts, voting agreements, buy/sell agreements, preemptive rights or any other interest. The Transferred Interests have been duly authorized and are validly issued, fully-paid and non-assessable. Sellers have provided Buyer with true and complete copies of the organizational documents (i.e., articles of incorporation, bylaws, partnership agreements, articles of organization, regulations, etc.) of all entities in which Sellers hold the Transferred Interests. The Transferred Interests were issued to and acquired by Sellers in compliance with all applicable state and federal securities Laws. Neither the Sellers not the Mission Acquired Entities have any outstanding obligations to make any capital commitments in respect of the Transferred Interests.

4.35 No Other Representations and Warranties. Except for the representations and warranties contained in this Article 4 (as modified by the Schedules, as supplemented and amended), neither Sellers, the Foundation, nor any other Person has made or makes any other express or implied representation or warranty, either written or oral, on behalf of Sellers or the Foundation, including any representation or warranty as to the accuracy or completeness of any information regarding the Business and the Purchased Assets furnished or made available to Buyer and its Representatives (including any information, documents or material delivered or made available to Buyer in its virtual data room, management presentations or in any other form in expectation of the Contemplated Transactions) or as to future revenue, profitability or success of the Business, or any representation or warranty arising from statute or otherwise in Law.

5. REPRESENTATIONS AND WARRANTIES OF BUYER.

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

5.1 Organization; Capacity. Buyer is a limited liability limited partnership duly organized, validly existing and in good standing under the Laws of the State of Delaware. Buyer Guarantor is a corporation duly organized, validly existing and in good standing under the Laws of the State of Delaware. Buyer and Buyer Guarantor have the requisite power and authority to enter into this Agreement and all other Transaction Documents to which Buyer or Buyer Guarantor will become a party hereunder and to perform each of Buyer and Buyer Guarantor's (as applicable) obligations hereunder and thereunder.

5.2 Authority; Non-contravention; Binding Agreement.

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

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

5.3 Litigation. There is no Proceeding or Order pending or, to the Knowledge of Buyer, threatened against or affecting Buyer, Buyer Guarantor or any of their Affiliates or any of its properties or rights that challenges or may otherwise have the effect of preventing, rendering illegal or otherwise delaying the Contemplated Transactions or would reasonably be expected to have a material adverse effect on Buyer's or Buyer Guarantor's ability to consummate the Contemplated Transactions and enter into the Transaction Documents.

5.4 Sufficiency of Funds. Buyer and Buyer Guarantor have or will have at Closing sufficient funds to consummate the Contemplated Transactions, including payment of the Purchase Price.

5.5 Solvency. Buyer and Buyer Guarantor are not insolvent and will not be rendered insolvent as a result of any of the Contemplated Transactions. For purposes hereof, the term "solvent"

means that: (a) the fair salable value of Buyer's or Buyer Guarantor's tangible assets is in excess of the total amount of its Liabilities (including for purposes of this definition all Liabilities, whether or not reflected on a balance sheet prepared in accordance with GAAP, and whether direct or indirect, fixed or contingent, secured or unsecured, and disputed or undisputed); (b) Buyer and Buyer Guarantor are able to pay their debts or obligations in the ordinary course as they mature; and (c) Buyer and Buyer Guarantor have capital sufficient to carry on its businesses and all businesses in which they are about to engage.

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

5.7 Independent Investigation. Each of Buyer and Buyer Guarantor has conducted its own independent investigation, review and analysis of the Business and the Purchased Assets, and acknowledges that it has been provided adequate access to the personnel, properties, assets, premises, books and records and other documents and data of Sellers and the Foundation for such purpose. Each of Buyer and Buyer Guarantor acknowledges and agrees: (a) in making its decision to enter into this Agreement and to consummate the Contemplated Transactions, each of Buyer and Buyer Guarantor has relied solely upon its own investigation and the express representations and warranties of Sellers and the Foundation set forth in Article 4 (as modified by the Schedules, as supplemented and amended); and (b) neither Sellers, the Foundation nor any other Person has made any representation or warranty as to Sellers, the Foundation, the Business, the Purchased Assets or this Agreement, except as expressly set forth in Article 4 (as modified by the Schedules, as supplemented and amended).

5.8 No Other Representations and Warranties. Except for the representations and warranties contained in this Article 5, none of Buyer, Buyer Guarantor or any other Person has made or makes any other express or implied representation or warranty, either written or oral, with respect to Buyer or Buyer Guarantor or the Contemplated Transactions.

6. PRE-CLOSING COVENANTS OF SELLERS AND BUYER.

6.1 Access to Premises; Information. Upon not less than three (3) Business Days' prior written notice between the date of this Agreement and the Effective Time, to the extent permitted by Law, Sellers shall, and shall cause the Seller Affiliates to, allow Buyer, its Affiliates and its and their respective authorized Representatives reasonable access during normal business hours to, and the right to inspect, the Facilities, properties, Contracts, papers, and Books and Records of any Seller and any Seller Affiliate in each case only to the extent relating to the Business or the Purchased Assets, and will furnish Buyer with such additional financial and operating data and other information in each case only to the extent relating to the Business or the Purchased Assets as Buyer may from time to time request without regard to where such information may be located. Upon not less than one (1) Business Day's prior written notice during normal business hours, Sellers will furnish to Buyer reasonable access to the Seller Employees and the other employees, officers and agents of any Seller who have responsibility for the operation of the Facilities, including to Practitioners for the purpose of re-credentialing them with any Government Program or Private Program. Buyer's right of access and inspection shall be made in such a manner as not to interfere unreasonably with the Business. Notwithstanding the foregoing, (a) no Seller will be required to disclose any privileged information or other information, the confidentiality of which is legally protected; provided that the Sellers will use commercially reasonable efforts to provide access in a manner that would not jeopardize privilege or contravene applicable Law, (b) all access and inspection activities contemplated by this Section 6.1 shall be subject to the prior reasonable approval of Sellers (which approval shall not be unreasonably delayed, conditioned or withheld), and with respect to access to and inspections of (i) the Owned

Real Property shall be subject to the terms of any applicable Third-Party Lease, and (ii) the Leased Real Property shall be subject to the terms of any applicable Tenant Lease. Sellers shall have the right to have a representative present during all inspections and surveys. Buyer may undertake a Phase I and Phase II Environmental Site Assessment at its expense subject, in the case of a Phase II Assessment, to the prior written consent of Sellers (which shall not be unreasonably withheld, conditioned or delayed).

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

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

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

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

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

(v) amend or modify in any material respect, accelerate or terminate, as applicable, any (i) Contract relating to Referral Sources (except for a renewal or extension of an employment agreement, professional services agreement, medical office building lease agreement or Mission Health Partners participation agreement to the extent that (A) such Contract is an Assumed Contract, (B) the renewal or extension is for a period of equal to or less than one year, (C) the renewal or extension is with the same party as the existing Contract, (D) there is no other change to the terms and conditions of such Contract and (E) the renewal or extension is made in accordance with Sellers' policies and procedures in effect as of the Execution Date), (ii) Contract relating to the New Tower; (iii) Payor Agreement or Contract that exceeds $250,000 in annual aggregate consideration; or (iv) except in the ordinary course of business, any Assumed Contract or Permit not described in the foregoing clauses (i), (ii) or (iii);

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

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

(viii) other than (I) as required by any plans, programs or agreements existing on the Execution Date that are set forth on Schedule 4.24(a), or (II) other increases for non-executive employees in the ordinary course consistent with past practices: (A) increase the compensation or benefits payable or to become payable to any Physician or other Referral Source of any Seller, Mission Acquired Entity, Seller Employee, or any director, manager, officer or consultant of the Business; (B) grant or increase any rights to change in control, severance or termination payments or benefits to, or enter into any change in control, employment, consulting or severance agreement with, any Seller Employee or any other Person, including any director, manager, officer or consultant of the Business; (C) grant any equity based or long-term incentive award; (D) establish, adopt, enter into, amend, modify or terminate any Plan, except to the extent required by applicable Laws; (E) enter into any Retention Payment Agreement; or (F) take any affirmative action to amend or waive any performance or vesting criteria or accelerate vesting, exercisability or funding under any Plan;

(ix) (A) make loans or advances to, guarantees for the benefit of, or any investments in any Person or (B) cancel any Indebtedness owed to any Seller or Mission Acquired Entity or waive any claims or rights of value, except as provided under the Transition Plan;

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

(xi) (A) accelerate or delay collection of notes receivable or Accounts Receivable in excess of $50,000 individually or $250,000 in the aggregate, related to the Business in advance of or beyond their regular due dates or the dates when the same would have been collected in the ordinary course of business; (B) delay or accelerate payment of any account payable in excess of $50,000 individually or $250,000 in the aggregate related to the Business in advance of or beyond its due date or the date such Liability would have been paid in the ordinary course of business; (C) make any material changes to the cash management policies of any of the Facilities; (D) delay or postpone any material repair or maintenance of the Facilities; or (E) vary any inventory purchase practices of any of the Facilities in any material respect from past practices;

(xii) make any capital expenditure commitment in excess of $350,000 for additions to property, plant, equipment, intangible or capital assets of the Business or for any other purpose, other than for routine and customary repairs or replacement, the payment of which is to be made prior to the Closing Date, except as set forth in Section 6.2(d) above or otherwise disclosed as a part of the Current Proposed Capital Plan;

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

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

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

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

(xvii) alter or encumber title to any Owned Real Property;

(xviii) amend, modify or change the New Tower Plan or submit a change order in connection with the New Tower;

(xix) enter into, materially amend or terminate any Material Contract that is not an Assumed Contract that exceeds $350,000 in annual aggregate consideration, except in the ordinary course of business; provided that, in no event, shall Sellers materially amend or terminate any Tenant Lease or Third-Party Lease that is not an Assumed Contract that exceeds $100,000 in annual aggregate consideration; or

(xx) engage in any transaction with any Excluded Affiliate or the Foundation or any of its Affiliates.

Any request for consent under this Section 6.2 shall be made in writing by the Seller Representative to Wil Caldwell (Wil.Caldwell@hcahealthcare.com). Buyer shall be required to respond in writing promptly (and in no event more than ten (10) Business Days) to any written request for consent duly made by Sellers under this Section 6.2. If Buyer does not respond within ten (10) business days, Buyer's consent shall be deemed to have been given.

6.3 Consents to Assignment.

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

(b) Anything contained herein to the contrary notwithstanding, this Agreement shall not constitute an agreement to assign any Assumed Contract or any Tenant Lease if an attempted

assignment thereof without the consent of another party thereto would constitute a breach thereof or in any material way adversely affect the rights of a Seller thereunder (or the rights of Buyer thereunder following the Effective Time), unless such consent is obtained. If such consent is not obtained, or if an attempted assignment would be ineffective or would materially and adversely affect the rights of a Seller thereunder (or the rights of Buyer thereunder following the Effective Time), then Sellers shall, upon the request of Buyer, for a period not to exceed twelve (12) months from the Closing Date, cooperate in any reasonable arrangement (including a sublease) designed to provide for Buyer the benefits under any such Assumed Contract or Tenant Lease, including, at Buyer's sole cost and expense, enforcement of any and all rights of any Seller against the other party or parties thereto arising out of the breach or cancellation by such other party or parties. To the extent that Buyer is provided the benefit of any Assumed Contract referred to in this Section 6.3, Buyer shall perform the obligations required thereunder and for the benefit of any Third-Party (including any Governmental Authority) the obligations of such Seller thereunder or in connection therewith, in accordance with the terms thereof. For each Tenant Lease with respect to which the landlord does not consent to either an assignment or sublease on or prior to the Closing Date but such consent is required, Sellers shall continue to use commercially reasonable efforts (and Buyer shall continue to cooperate with Sellers) to obtain the applicable landlord consent to an assignment and, if assignment is not achieved using commercially reasonable efforts, a sublease. Seller Representative agrees to keep Buyer reasonably informed about the process of obtaining such consents. At Buyer's written request, any Assumed Contract will be assigned to Buyer notwithstanding the failure to obtain any consent thereto. To the extent Buyer cannot receive the benefit of an Assumed Contract or Tenant Lease due to the failure or inability to obtain the necessary consent from the counterparty to such Assumed Contract or Tenant Lease, then, at Buyer's option, such Contract or Tenant Lease shall be deemed an Excluded Contract, and all Liabilities with respect to such Contract shall be Excluded Liabilities.

(c) If, prior to the Closing, Buyer discovers information regarding an Assumed Contract that causes Buyer to determine in its reasonable discretion that such Assumed Contract may violate applicable Laws or HCA's policies with respect to Referral Sources, Buyer shall have the right to designate such Assumed Contract as an Excluded Contract by giving Seller Representative written notice of such election prior to the Closing Date, and as a result, such Contract shall be deemed an Excluded Contract.

6.4 Notification of Certain Matters.

(a) From the date of this Agreement until the Closing Date, Seller Representative shall give prompt written notice to Buyer of (i) the occurrence, or failure to occur, of any event, circumstance or fact that is reasonably likely to cause any representation or warranty of Sellers contained in this Agreement to be untrue in any material respect; and (ii) any failure of a Seller to comply with or satisfy, in any material respect, any covenant, condition or agreement to be complied with or satisfied by it under this Agreement. The content of any notice or update delivered by Seller Representative to Buyer prior to the Closing Date pursuant to this Section 6.4 shall not be deemed to amend or supplement the Schedules or to modify the applicable representations, warranties and covenants contained in this Agreement or the other Transaction Documents for purposes of determining whether applicable conditions precedent in Article 8 are satisfied or for purposes of determining or calculating Sellers' and the Foundation's indemnification obligations set forth in Article 10.

(b) If (i) any Seller discovers at any time following the date of this Agreement that any Material Contract exists that is not disclosed on Schedule 4.19(a), any Tenant Lease exists that is not disclosed on Schedule 4.22(c), any Third-Party Lease exists that is not disclosed on Schedule 4.22(d) or any Contract exists that is not disclosed on Schedule 2.1(h); or (ii) any Seller enters into a Contract between the date of this Agreement and the Closing Date, then Seller Representative shall promptly notify

Buyer of such fact and provide Buyer with an accurate and complete copy of such Contract. Buyer may, in its sole discretion, designate any such Material Contract, Tenant Lease, Third-Party Lease or Contract relating to Referral Sources either as an Assumed Contract or Excluded Contract, and if Buyer elects to treat such Material Contract, Tenant Lease, Third-Party Lease or Contract relating to Referral Sources as an Assumed Contract, the Parties shall update Schedule 2.1(h) accordingly on the day before the Closing. All such Contracts that are not Material Contracts, Tenant Leases, Third-Party Leases or Contracts relating to Referral Sources shall be deemed Assumed Contracts, unless such Contract violates applicable Law. The Parties shall update Schedule 2.1(h) accordingly on the day before the Closing for any Contracts deemed Assumed Contracts pursuant to the preceding sentence. Any Material Contract, Tenant Lease or Third-Party Lease that is approved or deemed approved by Buyer under Section 6.2 shall automatically be deemed an Assumed Contract and added to Schedule 2.1(h) on the day before the Closing.

6.5 Approvals. Between the date of this Agreement and the Closing Date, subject to terms of Section 6.7, (a) Buyer, at its sole cost and expense, shall take all commercially reasonable steps to obtain as promptly as practicable all Approvals and Permits necessary for Buyer's operation of the Business following the Effective Time, and (b) Sellers, at their sole cost and expense, shall take all commercially reasonable steps to obtain as promptly as practicable all Approvals and Permits necessary for Sellers to transfer the Purchased Assets to Buyer, including a letter or other indicia reasonably acceptable to the Parties of non-objection from the North Carolina AG to the Contemplated Transactions. Notwithstanding the foregoing, Buyer and Sellers agree to cooperate with each other and to provide such information and communications to each other or to any Governmental Authority as may be reasonably requested in order to obtain the Approvals and Permits contemplated above or otherwise necessary to consummate the Contemplated Transactions. Unless prohibited by applicable Law, no Party shall participate in or attend any material meeting (whether in person or via telephone) with any Governmental Authority, including the North Carolina AG, with respect to the Contemplated Transactions, without providing reasonable advance notice of such material meeting to the other Parties and using good faith efforts to provide an opportunity for such other Parties to attend or participate, subject to the approval of such Governmental Authority. Sellers and Buyer will, and will cause their respective counsel to, supply to each other copies of all material correspondence, filings or written communications by such Party or its Affiliates with any Governmental Authority or staff members thereof, with respect to the Contemplated Transactions (unless the furnishing of such information would (x) violate the provisions of any Applicable Law or any confidentiality agreement entered into prior to the Execution Date, (y) cause the loss of the attorney-client privilege with respect thereto; provided that each such Party shall use commercially reasonable efforts to communicate promptly to the other Party a general description of the subjects of any such communication, whether by redacting parts of such material communication or otherwise, so that such communication would not violate applicable Law or cause the loss of the attorney-client privilege with respect thereto), or (z) reveal confidential deliberations of the board of directors of MHS in connection with its deliberations on the future of the Business or transactions under consideration (including the Contemplated Transactions) by the board of directors of MHS; provided that Seller Representative shall provide Buyer with a summary in reasonable detail of any information that is not disclosed to Buyer pursuant to clause (z). Buyer and Sellers agree that Buyer shall have the right to review and approve all filings submitted to the North Carolina AG relating to the Contemplated Transactions in such manner that such communication would not violate Applicable Law or any confidentiality obligation in existence as of the Execution Date or diminish the protection of the attorney-client privilege with respect thereto.

6.6 Title and Survey Matters.

(a) Buyer has received and delivered, or will receive and deliver, to Sellers commitments (the "**Commitments**") from the Title Company to issue as of the Effective Time one or

more extended ALTA owner's or leasehold, as appropriate, policies of title insurance in such form as Buyer, acting reasonably, deems appropriate, with all endorsements, as reasonably required by Buyer (the "**Title Policy**") for the Owned Real Property, and the Leased Real Property in which any Seller owns a leasehold interest in the land relating to such Leased Real Property, together with appurtenant easements, improvements, buildings and fixtures thereon, in amounts equal to the value assigned to such Real Property by Buyer. Buyer shall deliver, or shall require the Title Company to deliver, to Seller with the Commitments copies of all recorded documents referred to therein. The Parties agree that the Title Company shall be responsible for all underwriting decisions with respect to the policy or policies issued pursuant to the Commitments. The Commitments provide, or will provide, for the issuance of the Title Policy to Buyer as of the Effective Time and shall insure fee simple title to the Owned Real Property and a leasehold interest for the Leased Real Property in which any Seller owns a leasehold interest in the land relating to such Leased Real Property, subject only to the Permitted Encumbrances and without standard exceptions, to the extent such standard exceptions can be removed based on an owner's affidavit in standard form customarily executed and delivered by Sellers at a closing. Sellers will deliver any information as may reasonably be required by the Title Company under the requirements section of the Commitments or otherwise in connection with the issuance of the Title Policy. Sellers will provide an affidavit of title and/or such other information as the Title Company may reasonably require in order for the Title Company to insure over the "gap" (i.e., the period of time between the effective date of the title insurance company's last checkdown of title to the Real Property and the Effective Time) to cause the Title Company to delete standard exceptions that may be deleted based on such affidavit from the Title Policy and to provide mechanic's lien coverage. No Monetary Lien disclosed in a Commitment will be deemed a Permitted Encumbrance.

(b) Buyer has received and delivered, or will receive and deliver, to Sellers ALTA surveys of the land and improvements comprising the Owned Real Property and the Leased Real Property in which any Seller owns a leasehold interest in the land relating to such Leased Real Property (collectively, the "**Surveys**") from a North Carolina-licensed surveyor selected by Buyer (the "**Surveyor**"). In case of discrepancies with legal descriptions contained in the vesting deeds to Sellers, the legal descriptions of the surveyed Owned Real Property created by the Surveyor shall be used to convey title to Buyer based on such legal descriptions pursuant to quit claim deeds, in addition to the special/limited warranty deed or deeds described in Section 3.2(a) that use the legal descriptions contained in the vesting deeds to Sellers. The Surveys comply, or will comply, in all respects with the minimum detail requirements of the ALTA/American Congress on Survey and Mapping as such requirements are in effect on the date of preparation of the Surveys and are, or will be, sufficient for the Title Company to remove all standard survey exceptions from the Title Policy and issue a survey endorsement acceptable to Buyer. The Surveys are, or will be, certified to Sellers, Buyer, the Title Company and to any other Person as Buyer directs.

(c) The Commitment and the Surveys are collectively referred to as "**Title Evidence**". Buyer will notify Sellers, within thirty (30) days after the later to occur of (i) the receipt of the last of the Title Evidence or (ii) the Execution Date, of any liens, claims, encroachments, exceptions or defects disclosed in the Title Evidence that do not constitute Permitted Encumbrances (collectively, the "**Title and Survey Objections**"). The Parties acknowledge that the matters set forth on Schedule 10.1(c) are Title and Survey Objections. Notwithstanding the foregoing or anything to the contrary contained herein, Buyer shall have no right to object to any lien, claim, encroachment, exception or defect disclosed in the Title Evidence as a Title and Survey Objection to the extent that such lien, claim, encroachment, exception or defect prohibits the use or operation of any of the Owned Real Property by Buyer for any use or purpose other than the business, operation or activity conducted on such Owned Real Property as of the Execution Date or during any of the periods covered by the Historical Financial Information, and any such lien, claim, encroachment, exception or defect shall be deemed to be a Permitted Encumbrance. Sellers at their sole cost and expense, will (i) cure the Title and Survey Objections on or before the

Closing or (ii) cause the Title Company to (A) delete the Title and Survey Objections from the Commitment or (B) agree to add a provision to the Title Policy obligating the Title Company to protect the Buyer against all loss or damage incurred on account of each Title and Survey Objection. If Sellers fail to cure any Title and Survey Objection in one of the manners provided above on or before the End Date, Buyer may elect to take any one of the following actions with respect to each uncured Title and Survey Objection: (i) Buyer may waive such Title and Survey Objection, in which event the applicable matter will be deemed a Permitted Encumbrance, subject to any satisfaction or waiver of the remaining closing conditions in Article 8 and Article 9, provided, however, that in such event Seller will indemnify and hold Buyer harmless from and against any Losses that Buyer may suffer or incur as a result of such Title and Survey Objection being uncured, subject to the Title and Survey Cap (except as otherwise provided in Section 10.1(c)); (ii) if any uncured Title and Survey Objection, individually or in the aggregate, would reasonably be expected to materially impair or interfere with the present operations of any of the Material Facilities or the St. Joseph campus of Mission Hospital (Asheville, North Carolina), Buyer may terminate this Agreement; or (iii) if Buyer reasonably determines that the aggregate Liability in respect of claims for indemnification pursuant to Section 10.1(a)(v) (other than those matters set forth on Schedule 10.1(c)) is reasonably expected to exceed the Title and Survey Cap, Buyer may terminate this Agreement. Upon termination of this Agreement under the terms of this Section 6.6(c), no Party will have any further claims under this Agreement against any other Party with respect to the failure of the Sellers to cure the Title and Survey Objections in one of the manners provided above before the Closing. Any matters shown by the Title Evidence to which Buyer does not object or which are waived by Buyer as herein provided shall be deemed to be Permitted Encumbrances. Notwithstanding anything contained in this Section 6.6(c) to the contrary, at the Closing, Seller shall cause all mortgages, deeds of trust, financing statements, mechanic's and materialmen's liens, and other similar encumbrances encumbering Sellers' interests in the Real Property and arising by, through or under Sellers or any of their Affiliates, to be released (other than encumbrances for Taxes not yet due and payable, any outstanding debt of the Joint Venture Entities, and any mechanic's or materialmen's encumbrances relating to the Assumed Liabilities).

6.7 Hart-Scott-Rodino Notification and Report Forms. To the extent required by applicable Laws, within ten (10) Business Days following the date of this Agreement, Sellers and Buyer shall each file a Hart-Scott-Rodino Premerger Notification and Report Form with the FTC and the Justice Department under the HSR Act concerning the Contemplated Transactions. Buyer shall pay the filing fee in connection with any such filing. Buyer and Sellers will take all commercially reasonable actions necessary to ensure that the waiting period imposed under the HSR Act terminates or expires within thirty (30) days after filing of their Hart-Scott-Rodino Premerger Notification and Report Forms. Sellers and Buyer shall cause their respective counsel to furnish each other such information and assistance as the other may reasonably request in connection with its preparation of necessary filings or submissions under the provisions of the HSR Act or other similar regulations. For the avoidance of doubt, in connection with Buyer performing its obligations under Section 6.5 or this Section 6.7, Buyer shall not be required to (a) sell or otherwise dispose of, hold separate or agree to sell or dispose of, any Purchased Assets or any assets, categories of assets or businesses of Buyer or any of its Affiliates, (b) terminate existing relationships, contractual rights or obligations, or (c) take or commit to take any action that limits its freedom of action with respect to, or its ability to retain, the Purchased Assets, the Business or other assets of Buyer or any of its Affiliates or take any action that would have a material adverse effect on the business, assets, liabilities, results of operations or condition (financial or otherwise) of Buyer or any of its Affiliates.

6.8 Additional Financial Information. Within thirty (30) days following the end of each calendar month between the date of this Agreement and the Closing Date, Seller Representative will deliver to Buyer copies of the unaudited consolidated balance sheets and the related unaudited consolidated statements of operations relating to the Business for each month then ended and any

additional financial statements or information to the extent prepared in the ordinary course of business. Such financial statements shall be prepared from and in accordance with the Books and Records of Sellers, shall fairly present the financial position and results of operations of the Business as of the date and for the period indicated, and shall be prepared in accordance with GAAP, consistently applied, except that such financial statements need not include required footnote disclosures, nor reflect normal year-end adjustments or adjustments that may be required as a result of the Contemplated Transactions.

6.9 Closing Conditions. Between the date of this Agreement and the Closing Date, Sellers and Buyer will use their commercially reasonable efforts to cause the conditions specified in Article 8 and Article 9 over which Sellers, any Seller Affiliate, Buyer or any of its Affiliates, as applicable, have control to be satisfied as soon as reasonably practicable.

6.10 Interim Operating Reporting. During the period from the date of this Agreement until the Closing Date, Sellers shall cause the respective executive officers of the Sellers to be available to confer with Buyer to discuss material operational matters in respect of the Facilities and to report the general status of ongoing operations. Sellers shall notify Buyer in writing of (i) any adverse change in the financial position or earnings of the Facilities after the Execution Date and prior to the Closing Date, (ii) to the extent material, any unexpected emergency or other unanticipated change in the Facilities and (iii) any complaints or Proceedings (or communications indicating that the same may be contemplated) by or on behalf of Governmental Authorities.

6.11 Insurance Ratings. During the period from the date of this Agreement until the Closing Date, Sellers will take all action reasonably requested by Buyer to enable Buyer to succeed to the Workmen's Compensation and Unemployment Insurance ratings of the Facilities and other ratings for insurance or other purposes established by Sellers for the Facilities. Buyer shall not be obligated to succeed to any such rating, except as it may elect to do so.

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

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

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

6.14 Confidentiality.

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

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

(c) Prior to the Closing, unless otherwise required by applicable Laws (in which case the disclosing Party will use its commercially reasonable efforts to notify the non-disclosing Party of such disclosure), no Party shall make any public announcements in respect of this Agreement or the Contemplated Transactions or otherwise communicate with any news media in connection therewith without the prior written consent of the other Party. To the extent that any press releases or public announcements are to be issued or made following the Closing to patients, customers, vendors, and employees relating to the Contemplated Transactions the timing and content of such press releases and public announcements shall be determined by Buyer, subject to the approval of Sellers, which shall not be unreasonably withheld, conditioned or delayed.

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

6.15 Casualty. If any part of the Purchased Assets (including any Facility) is damaged, lost or destroyed (whether by fire, theft, vandalism or other cause or casualty), in whole or in part, prior to the Effective Time (such damaged, lost or destroyed assets, the "**Damaged Assets**"), Buyer may, at its

option, (a) require Sellers to transfer the proceeds (or the right to the proceeds) of the applicable Insurance Policies covering the Damaged Assets (including the business interruption Insurance Policy covering the Business) to Buyer at the Closing plus an amount equal to any deductibles paid or incurred by Sellers, or (b) if the fair market value of the Damaged Assets is greater than [redacted], terminate this Agreement. Until the Effective Time, Sellers will bear all risk of loss with respect to the Damaged Assets. In the event that Buyer elects option (a) above and any insurer of the applicable Insurance Policies does not consent to the assignment of such proceeds, Sellers shall immediately upon receipt of any such proceeds pay an equal amount in cash to Buyer.

6.16 Transferred Seller Bank Accounts. Between the date of this Agreement and the Closing Date, Sellers shall take such actions, and execute and deliver such documents, as are reasonably necessary or appropriate to transfer at Closing the ownership of the Transferred Seller Bank Accounts (exclusive of all cash and cash equivalents in such Transferred Seller Bank Accounts, which cash and cash equivalents shall be Excluded Assets), including facilitating contact between Buyer's Representatives and any financial institution at which any of such Transferred Seller Bank Accounts is maintained, obtaining any signature guarantees required by any financial institution at which any of such Transferred Seller Bank Accounts is maintained, transferring all cash and cash equivalents out of such Transferred Seller Bank Accounts prior to Closing, and ensuring that no debits or cash sweeps of whatever kind will be made by or on behalf of Sellers or any Seller Affiliate out of such Transferred Seller Bank Accounts following the Closing.

6.17 Insurance Policies. Sellers will obtain supplemental insurance policies (the "**Tail Policies**") providing for extended reporting periods for claims made after the Effective Time in respect of events occurring prior to the Effective Time, in form and substance reasonably acceptable to Buyer, for any claims-made Insurance Policies held for the benefit of the Business, the Purchased Assets, the Facilities, or the Practitioners, including, but not limited to, professional liability coverage, relating to all periods prior to the Effective Time, and to have the effect of converting such claims-made Insurance Policies into "occurrence-based" coverage. Such Tail Policies shall extend for the greater available option of an indefinite period of time or the maximum time period permissible by each respective Insurance Policy and/or carrier and shall provide minimum coverage in an amount no less than the coverage currently maintained under the applicable Insurance Policy. Seller Representative shall deliver to Buyer evidence of Sellers' purchase of the Tail Policies at least five (5) Business Days prior to the Closing Date. The cost of the Tail Policies shall be borne by Sellers.

6.18 Settlement of Intercompany Accounts. Prior to the Effective Time, Sellers shall cause all intercompany receivables, payables, loans and other accounts (collectively, "**Intercompany Accounts**") in existence immediately prior to the Effective Time between any Mission Acquired Entity, on the one hand, and any Seller, Seller Affiliate, Excluded Affiliate or the Foundation, on the other hand, to be contributed, distributed, transferred, assumed or released such that, as of the Effective Time, there are no Intercompany Accounts outstanding between any Mission Acquired Entity, on the one hand, and any Seller, Seller Affiliate, Excluded Affiliate or the Foundation, on the other hand.

6.19 MHP Conversion. Prior to the Effective Time, Sellers shall cause MHP to merge with and into a newly formed North Carolina for-profit corporation pursuant to the Laws of the State of North Carolina and as a tax-free reorganization under Section 368(a)(1)(F) of the Code (the "**MHP Conversion**"), with the surviving for-profit corporation of such merger retaining the same tax identification number as that of MHP as of the Execution Date.

6.20 Post-Closing Arrangements.

(a) Between the Execution Date and the Effective Time, the Parties shall use commercially reasonable efforts to negotiate the following arrangements:

(i) the Advanced Home Care Lease, which shall be upon such terms as an independent appraiser (selected by Buyer) determines are commercially reasonable and consistent with fair market value for the leased premises. The Advanced Home Care Lease will be on Buyer's standard form for leases of space in buildings that are owned by Buyer and its Affiliates;

(ii) the Regional Asthma Lease, which shall be upon such terms as an independent appraiser (selected by Buyer) determines are commercially reasonable and consistent with fair market value for the leased premises. The Regional Asthma Lease will be on Buyer's standard form for leases of space in buildings that are owned by Buyer and its Affiliates;

(iii) the Safe Kids Lease, which shall be upon such terms as an independent appraiser (selected by Buyer) determines are commercially reasonable and consistent with fair market value for the leased premises. The Safe Kids Lease will be on Buyer's standard form for leases of space in buildings that are owned by Buyer and its Affiliates;

(iv) the Adult Day Care MSA, in form and substance mutually agreed to by the Parties;

(v) the Bereavement MSA, in form and substance mutually agreed to by the Parties;

(vi) in the event that any Party determines that it is reasonably likely that the LTAC Transfer Requirements will not be satisfied as of the Effective Time, the LTAC MSA, in form and substance mutually agreed to by the Parties. The LTAC MSA shall have a term of one (1) year, subject to extension in Buyer's sole discretion;

(vii) in the event that any Party determines that it is reasonably likely that the PACE Approvals will not be obtained by the Effective Time, the PACE Program MSA, in form and substance mutually agreed to by the Parties; and

(viii) in the event that any Party determines that it is reasonably likely that the McDowell County Waiver will not be obtained as of the Effective Time, the McDowell MSA, in form and substance mutually agreed to by the Parties. The McDowell MSA shall have a term of not more than two (2) years, subject to extension in Buyer's sole discretion.

(b) Between the Execution Date and the Effective Time, the Parties shall negotiate the Transition Services Agreement. Between the Execution Date and the Effective Time, the Parties shall use commercially reasonable efforts to negotiate the service schedules to the Transition Services Agreement, which service schedules shall include, at Sellers' request, substantially similar services as included in the redacted Transition Services Agreement, dated February 1, 2018 (the "**Precedent TSA**"), that Buyer sent to Sellers on July 26, 2018 on substantially similar terms at substantially similar costs. Sellers shall have the right to either accept the pricing for the same or similar services as offered in the Precedent TSA or otherwise seek the services from a third party. If Sellers reasonably request a service not included in the Precedent TSA, the Parties shall use commercially reasonable efforts to negotiate the inclusion of such service in the Transition Services Agreement on mutually agreed terms.

6.21 Form 855Rs. Within forty (40) days following the Execution Date, Buyer shall provide Seller Representative with drafts of the Form 855Rs that are needed from the Practitioners currently employed by Sellers such that only the signatures of the applicable Practitioners are needed to complete the forms; provided that Sellers shall have provided Buyer with all information that is needed in order for Buyer to complete such drafts as of the Execution Date.

7. ADDITIONAL AGREEMENTS.

7.1 Seller Employees.

(a) As of the Effective Time, except as provided otherwise in the Transition Plan, Buyer or one of its Affiliates ("**Buyer Employer**") shall offer employment to all Seller Employees in accordance with terms and conditions of employment established by Buyer Employer, and Sellers shall terminate or cause the Seller Affiliates to terminate all such Seller Employees to whom a Buyer Employer has offered employment; provided, however, that Buyer Employer reserves the right not to hire any individual Seller Employee consistent with the applicable policies and procedures of HCA (including standard background checks and HCA's customary rehire policy); provided, further, that to the extent the McDowell County Waiver has not been obtained as of the Effective Time, Buyer Employer shall not be required to offer employment to any employee of McDowell or any employee who primarily provides services to McDowell (other than any Physician whose Contract with McDowell is listed on Schedule 2.1(h)). Sellers shall retain all Liabilities for any severance or separation benefits owed to any Seller Employee who does not become a Transferred Employee and each other former employee of Sellers or any Seller Affiliate.

(b) The term "**Transferred Employee**" as used in this Agreement means a Seller Employee who accepts employment with Buyer Employer as of the Effective Time. All Transferred Employees shall begin employment with Buyer effective immediately following the Closing Date. Except as set forth in the Transition Plan, for a period of at least one (1) year following the Closing Date, Buyer Employer shall not terminate the Transferred Employees unless such Transferred Employee is terminated for cause, including but not limited to, conviction of a felony under applicable Laws, exclusion from participating federal health care programs, loss of medical staff privileges (if applicable) or failure to comply with HCA's policies and procedures. In addition, the continued employment of each Transferred Employee who is a Physician is conditioned on such Physician's compliance at all times with HCA's compliance standards. For a period of one (1) year following the Closing Date (or, if shorter, the period of employment with Buyer), Buyer Employer shall provide each Transferred Employee who continues to be employed with Buyer Employer with the same base wage and salary level, employee benefits substantially similar (subject to the requirements of applicable Law) to the Sellers' Plans as of immediately prior to the Closing Date set forth on Schedule 7.1(b), and similar job titles and responsibilities as those provided by Sellers or a Seller Affiliate immediately prior to the Closing Date. Moreover, in furtherance and not in limitation of the foregoing, for those Transferred Employees who participated in Sellers' executive compensation and benefits plans (i.e., those Transferred Employees with a job title and associated job duties of "director" or higher) immediately prior to the Closing Date who continue to be employed with Buyer Employer, Buyer Employer shall provide, for one (1) year following the Closing Date (or, if shorter, the period of employment with Buyer), comparable base salary, deferred compensation with equivalent values to those provided under the Mission Health Capital Accumulation Plan and performance incentives comparable to those provided under the Mission Health Annual Leader Incentive Plan immediately prior to the Closing Date, it being understood that Sellers shall retain all Liability under the Mission Health Annual Leader Incentive Plan for the period ending on the Closing Date and shall pay a pro-rata portion of the incentives earned under such plan for such period. Buyer Employer agrees to recognize each Transferred Employee's date of hire by a Seller or Seller Affiliate, as applicable, as the anniversary date of record with Buyer Employer and to honor that seniority for

purposes of prospective benefit accrual under Buyer Employer's service-based employee benefit policies, such as paid time off and short-term disability. Buyer Employer will recognize tenure with the Sellers for purposes of meeting the customary waiting periods under its welfare and 401(k) plans for the Transferred Employees and, subject to each Transferred Employee's election of coverage, participation in Buyer Employer's benefit plans shall begin immediately following the Closing Date for each Transferred Employee who is in an eligible class as defined under the respective Buyer Employer benefit plans. To the extent lawful and subject to the approval of any applicable insurer, Buyer Employer shall honor the Transferred Employees' prior service credit under the applicable Seller's current welfare plans for purposes of satisfying pre-existing condition limitations in Buyer Employer's current welfare benefit plans (including dental plans). For purposes of eligibility to participate in, and level of benefits under, Buyer Employer's retirement plans, Buyer Employer shall honor prior length of service for each Transferred Employee who is in an eligible class as defined under Buyer Employer's retirement plans, but Buyer Employer will not make any contributions to Buyer Employer's retirement plans for the Transferred Employees with respect to such prior service. Following the Closing, Buyer shall assume all Liabilities for any severance or separation benefits owed to any Transferred Employee as a result of Buyer's actions or omissions; provided Buyer shall not assume, or have any Liability for, any severance or separation benefits under any Seller Plan or otherwise in excess of the severance and separation benefits payable pursuant to the Seller severance plan set forth on Schedule 7.1(b) as in effect on the date of this Agreement. Immediately following the Closing Date, Buyer Employer shall provide severance benefits equal to one-hundred and twenty percent (120%) of the severance that that would be paid pursuant to the Seller severance plan set forth in Schedule 7.1(b), under the same terms and conditions as such plan, to each Transferred Employee whose job with Buyer Employer is terminated at any time during the thirty-six (36) month period following the Closing Date without Cause and under circumstances which would entitle such Transferred Employee to severance under the terms of such plan; provided, however, that the Seller Representative shall promptly and in any event within ten (10) calendar days of the delivery from time to time of a statement from Buyer (a "Severance Statement") setting forth amounts paid by Buyer and its Affiliates in respect of the additional 20% of the severance being paid to each such Transferred Employee (plus the employer portion of any Taxes payable on such additional severance) (such amounts, the "Additional Severance Amounts") and shall pay to Buyer an amount equal the Additional Severance Amounts set forth on each such Severance Statement by wire transfer of immediately available funds to one or more accounts designated in writing by Buyer. For the avoidance of doubt, except as set forth in Section 7.1(m), Sellers shall retain all Liability with respect the Sellers' Plans and Buyer shall not assume any Liability thereunder.

(i) In furtherance and not in limitation of Section 7.1(b), subject to all HCA policies and procedures and continued employment with Buyer Employer, for at least one (1) year following the Closing Date, each Transferred Employee who is a Physician with a leadership role in connection with the Hospitals immediately prior to the Closing shall retain such role (including but not limited to the title, obligations, compensation or duties related to such role) unless such Transferred Employee is terminated for cause under any applicable employment agreement or Buyer Employer policy.

(c) For each Seller Employee (other than any Seller Employee who is a Practitioner) who becomes a Transferred Employee, Buyer Employer shall carry over, and give credit for, the unused Paid Time Off of such Transferred Employee as of immediately prior to the Effective Time in an amount not to exceed 200 hours of Paid Time Off, but only to the extent that the Liability for such Paid Time Off is reflected as a current Liability in the calculation of Closing Working Capital (the aggregate number of hours of Paid Time Off assumed by Buyer Employer for all Transferred Employees pursuant to this Section 7.1(c), the "**Assumed Paid Time Off**"). At or before the Closing, Sellers shall have paid out to the Transferred Employees the Liability as of immediately prior to the Closing for all unused Paid Time Off in excess of the Assumed Paid Time Off. Sellers shall retain all of the Liability as of immediately

prior to the Closing for all unused Paid Time Off of all Seller Employees who do not become Transferred Employees to such Seller Employees. For the avoidance of doubt, for a period of at least one (1) year following the Closing Date (or, if shorter, the period of employment with Buyer), Buyer Employer shall provide each Transferred Employee with a Paid Time Off plan that has the same terms or conditions as those provided to that Transferred Employee by Sellers or a Seller Affiliate immediately prior to the Closing Date.

(d) Prior to the Effective Time, Sellers shall be solely responsible for complying with the WARN Act and any and all obligations under other applicable Laws requiring notice of plant closings, relocations, mass layoffs, reductions in force or similar actions (and for any failures to so comply), in any case, applicable to Seller Employees and other employees of Sellers as a result of any action by any Seller or Seller Affiliate on or prior to the Effective Time, or following the Effective Time with respect to any Seller Employee who does not become a Transferred Employee for any reason. Following the Effective Time, Buyer Employer shall be solely responsible for complying with the WARN Act and any and all obligations under other applicable Laws requiring notice of plant closings, relocations, mass layoffs, reductions in force or similar actions (and for any failures to so comply), in any case, applicable to Transferred Employees as a result of any action by Buyer Employer following the Effective Time. Buyer shall be solely responsible for all liabilities arising under the WARN Act with respect to all Seller Employees, regardless of whether such employees are Transferred Employees, to the extent such liability results from Buyer's failure to (i) hire and employ the Transferred Employees in accordance with this Agreement or (ii) provide Seller Representative with sufficient notice to terminate the employment of any Excluded Employee prior to the Closing. Sellers will provide to Buyer a list of the number and site of employment of any Seller Employees who have experienced or will experience an employment loss or layoff (as defined in the WARN Act) within 90 days prior to the Closing and who are located at a site of employment where Transferred Employees will be located following the Closing, along with the date of the employment loss or layoff. Prior to the Effective Time, Sellers will provide notice under the WARN Act and any other applicable Laws requiring notice of plant closings, relocations, mass layoffs, reductions in force or similar actions to any Seller Employee who is terminated within 90 days prior to the Closing and any other Seller Employee who is terminated prior to the Closing as requested by Buyer.

(e) From and after the Closing, Buyer shall assume the obligation for providing notices and continuation coverage under COBRA with respect to any Seller Employee (other than the Transferred Employees) or former employee of Sellers or any Seller Affiliate and any eligible spouse or dependent thereof. Buyer shall be entitled to require that each M&A Qualified Beneficiary electing coverage under Buyer's plans pay the full amount of the applicable premium for such COBRA coverage. Buyer shall offer continuation coverage under the applicable Plan of Buyer to the fullest extent required by COBRA.

(f) From and after the Closing, HCA shall continue to provide each Practitioner with the medical staff privileges as those provided by the Hospitals to such Practitioner immediately prior to the Closing, subject to HCA's medical staff policies and procedures.

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

that employee salary reduction contributions to such Plans will be made no later than the last day of the first full pay period following the Closing Date. As of the Closing Date, Sellers shall have taken all action required to cause the Transferred Employees to be fully vested in their accounts under the Sellers' 403(b) retirement plan (the "Seller 403 Plan") and 401(k) retirement plan set forth in Schedule 7.1(g) (together with the Seller 403 Plan, the "Seller DC Plans"). Promptly following the Closing, each Transferred Employee who participated in the Seller DC Plans as of immediately prior to the Closing will be eligible to participate in a Buyer Employer defined contribution plan qualified under Section 401(k) of the Code (the "Buyer 401(k) Plan") that, at Closing, will have the same employer and employee contribution rates (including recognizing prior service for purposes of determining contribution rates) and vesting schedule as the Seller 403 Plan as in effect on the Execution Date and other comparable terms and provisions, in each case subject to the requirements of applicable Law. To the extent permitted by applicable Law, Buyer and Sellers shall take all action required to permit Transferred Employees to roll over any eligible rollover distribution (within the meaning of Section 402(c) of the Code), including promissory notes evidencing loans under the Seller DC Plans, from the Seller DC Plans to the Buyer 401(k) Plan.

(h) Following the Effective Time, Buyer Employer will maintain for the Transferred Employees a cafeteria plan under Section 125 of the Code with flexible spending reimbursement accounts for medical and dependent care expenses, and Transferred Employees' elections made under the applicable Seller's cafeteria plan with respect to the plan year that includes the Effective Time will continue to be effective on and after the Effective Time under Buyer Employer's cafeteria plan. Buyer Employer will credit such accounts under its cafeteria plan with the net amount credited as of the Effective Time under comparable accounts maintained under the applicable Seller's cafeteria plan, and, as soon as practical following the Effective Time: (i) Sellers will pay to Buyer Employer in cash the amount, if any, by which aggregate contributions made by such Transferred Employees to Sellers' flexible spending accounts for such plan year exceeded the aggregate benefits provided to such Transferred Employees for such plan year as of the Effective Time; or (ii) Buyer Employer will pay to Sellers in cash the amount, if any, by which aggregate benefits provided to such Transferred Employees under Sellers' flexible spending accounts exceeded the aggregate contributions made by such Transferred Employees for such plan year as of the Effective Time.

(i) For a period of not less than two (2) years following the Closing Date, HCA shall continue to utilize the StandOut employee engagement and activation platform used by Sellers' management prior to the Closing for facilitating employee engagement.

(j) Prior to the Closing, the Parties shall mutually agree on and adopt medical staff bylaws, in the form attached hereto as Exhibit N, which shall be effective as of the Closing.

(k) For a period of three (3) years following the Closing Date, the leader of the physician service organization for the Business shall directly report to HCA's Division President for Mission Health, with support services to be provided to the physician service organization for the Business by HCA's Physician Services Group.

(l) Notwithstanding any provision herein to the contrary, no term of this Agreement shall be deemed to (i) create any Contract with any Transferred Employee, (ii) give any Transferred Employee the right to be retained in the employment of Buyer Employer or any of its Affiliates, (iii) except as provided in Section 7.1(b) interfere with Buyer Employer's right to terminate the employment of any Transferred Employee at any time, or (iv) obligate Buyer Employer or any of its Affiliates to adopt, enter into or maintain any employee benefit plan or other compensatory plan, program or arrangement at any time. Nothing in this Agreement shall diminish Buyer Employer's right to change or terminate its policies regarding salaries, benefits and other employment matters at any time or from time to time. The representations, warranties, covenants and agreements contained herein are for the sole

benefit of the Parties, and the Transferred Employees are not intended to be and shall not be construed as beneficiaries hereof.

(m) Not more than ten (10) calendar days after the Closing Date, MHS shall update Schedule 7.1(m) setting forth (i) all of the Retention Payment Agreements, (ii) the amount paid by MHS at Closing to each Transferred Employee pursuant to each such Transferred Employee's Retention Payment Agreement and (iii) the amount to be paid by Buyer or its Affiliates after the Closing Date to each active Transferred Employee pursuant to each such Transferred Employee's Retention Payment Agreement, and the date at which each such payment is due, together with a copy of each Retention Payment Agreement not provided to Buyer prior to the Closing. Not more than seven (7) months after the Closing Date, Buyer shall prepare and deliver to the Seller Representative a statement (the "**Retention Payment Statement**") setting forth in reasonable detail Buyer's calculation of the amount equal to the total sum of (i) the retention payments paid by Buyer and its Affiliates to the Transferred Seller Employees pursuant to the Retention Payment Agreements (the "**Full Retention Payments**"), plus (ii) the employer portion of the employment taxes paid by Buyer on the Full Retention Payments, minus (iii) Retention Bonus Commitment (such amount, the "**Total Retention Payment Amount**"). Within ten (10) calendar days of the delivery of the Retention Statement, Seller Representative shall pay to Buyer an amount equal to the Total Retention Payment Amount by wire transfer of immediately available funds to one or more accounts designated in writing by Buyer.

7.2 Post-Closing Access to Information. Buyer and Sellers acknowledge that, subsequent to the Effective Time, Buyer, Sellers and the Foundation may need access to information, documents or computer data in the control or possession of the other, and Sellers or the Foundation may need access to records that are a part of the Purchased Assets for purposes of concluding the Contemplated Transactions and for audits, investigations, compliance with governmental requirements, regulations and requests, and the prosecution or defense of Third-Party Claims. Accordingly, subject to Section 7.23, Buyer agrees that, at the sole cost and expense of Sellers, it will make available to Sellers, the Foundation, and their respective Representatives such documents and information as may be available relating to the Purchased Assets and the Business in respect of periods prior to the Effective Time and will permit Sellers and the Foundation (or their respective Representatives) to make copies of such documents and information. Sellers agree that, subject to Section 7.23, at the sole cost and expense of Buyer, Sellers will make available to Buyer and its Representatives such documents and information as may be in the possession of any Seller or Seller Affiliate relating to the Excluded Assets and will permit Buyer (or its Representatives) to make copies of such documents and information.

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

(a) During the Restricted Period, neither the Foundation nor any Seller shall, and the Foundation and the Sellers shall cause their Affiliates not to, use for itself or any other Person, or disclose to any other Person, any Confidential Information except to the extent such use or disclosure is (i) approved in writing in advance by Buyer, (ii) expressly permitted or required pursuant to the terms of this Agreement, or (iii) required by Law or any Order (in which event the Foundation or the applicable Seller shall inform Buyer in advance of any such required disclosure, shall cooperate with Buyer in all reasonable respects in obtaining a protective order or other protection in respect of such required disclosure and shall limit such disclosure to the extent reasonably possible while still complying with such requirements); provided that, with respect to any Confidential Information that constitutes a trade secret under applicable Law, the confidentiality and non-use provisions hereof shall survive for so long as such information constitutes a trade secret. The Foundation and each Seller shall use commercially

reasonable efforts to safeguard Confidential Information and to protect it against disclosure, misuse, espionage, loss and theft.

(b) Each of the Foundation and each Seller acknowledges that it has become, and following the date of this Agreement shall continue to be, familiar with Confidential Information. Therefore, during the Restricted Period, the Foundation and each Seller shall not (and shall not take any steps to, or prepare to), and shall cause their Affiliates not to, directly or indirectly, in any capacity, (i) develop, own, manage, control or exert any influence upon, acquire, lease, consult or provide advice to for remuneration, operate, affiliate with, participate in, permit its name to be used in connection with, receive any economic benefit from or in any other manner engage in any other similar activity or have any financial interest in, or otherwise provide any services to or for the benefit of, a Restricted Business within the Restricted Area, (ii) manage or provide management or consulting services to, or participate in the management or control of, or exert any influence upon, any Person involved in the development, construction, ownership or operation of any Restricted Business within the Restricted Area or (iii) own a direct or indirect interest (financial or otherwise) in, or lend or contribute money to, or otherwise provide financial support for, any Person that engages in any of the activities described in clauses (i) and (ii), above; provided that nothing in this Section 7.3(b) shall prohibit the Foundation or the Sellers from engaging in or supporting any activity exclusively relating to the Excluded Assets. Notwithstanding any provision of this Agreement to the contrary, the Foundation shall not be restricted from (a) organizing, acquiring or investing in, or providing financial support or grants to, a Physician or Dental Clinic, or (b) organizing, acquiring or investing in, or providing financial support or grants to, (i) any facility or other organization that principally sponsors programs that provide services that address population wellness or one or more of the social determinants of health or (ii) a program, the principal purpose of which is to provide services that address population wellness or one of the social determinants of health, sponsored by any facility or other organization, provided that the Foundation's activity is limited to such program; provided further that the programs described in clause (b) above shall not include programs that provide any medical services for which providers can seek reimbursement under any Government Program or Private Program. For the avoidance of any doubt, the Foundation shall be permitted to establish, organize, and provide financial support or grants to any federally qualified health center or similar program.

(c) During the Restricted Period, the Foundation and each Seller shall not, and shall cause their Affiliates not to, directly or indirectly, in any capacity, (i) encourage, induce, solicit or attempt to encourage, induce or solicit, any officer, director, manager, employee or independent contractor of Buyer Employer or any of Buyer Employer's Affiliates who works at, or provides services to, the Business, to leave the employ of Buyer Employer or any of Buyer Employer's Affiliates or terminate or diminish any relationship with Buyer Employer or any of Buyer Employer's Affiliates; or (ii) hire, employ or contract with any Transferred Employee; provided, however, that the foregoing clauses (i) and (ii) shall not apply to (x) any general solicitation by any Seller or Seller Affiliate that is not directed specifically to any such Person, (y) any solicitation or hiring with Buyer's prior written consent or (z) the solicitation or hiring of a Person (A) who has been terminated within twelve (12) months of the Closing or (B) who has not been employed by Buyer or any of its Affiliates at any time during the six (6) months immediately preceding the date of such hiring.

(d) For a period of twenty-four (24) months after the Closing, (i) the Foundation and Sellers shall, and shall cause their Affiliates to, cause their officers and directors and instruct their employees not to, directly or indirectly, alone or in connection with any other Person, engage in any conduct or make any statement, whether in commercial or noncommercial speech, that disparages, criticizes or is injurious to the reputation of Buyer, any of its Affiliates, or any of its or their respective Representatives, managers, shareholders, members and principals and (ii) Buyer shall, and shall cause its Affiliates to, cause their officers and directors and instruct their employees not to, directly or indirectly,

alone or in connection with any other Person, engage in any conduct or make any statement, whether in commercial or noncommercial speech, that disparages, criticizes or is injurious to the reputation of the Foundation, any Seller or any of their Affiliates, or any of their respective Representatives, managers, shareholders, members and principals; provided, however, that nothing in this Section 7.3(d) shall be deemed to prohibit any such Person from making such statements in any regulatory, administrative or judicial Proceedings. From and after the date of this Agreement until the earlier of the Effective Time and termination of this Agreement, the Sellers shall instruct the Chief Executive Officer, Chief Operating Officer, Chief Financial Officer, Chief Compliance Officer, General Counsel, any senior vice presidents responsible for Sellers' operations or the facility supervisor of any Facility to abide by the prohibitions set forth in the preceding sentence of this Section 7.3(d).

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

(f) It is the intention of each Party that the provisions of this Section 7.3 shall be enforced to the fullest extent permissible under the Law and the public policies of the State of North Carolina and of any other jurisdiction in which enforcement may be sought, but that the unenforceability (or the modification to conform with such Laws or public policies) of any provisions hereof shall not render unenforceable or impair the remainder of this Agreement. Accordingly, if any term or provision of this Section 7.3 shall be determined to be illegal, invalid or unenforceable, either in whole or in part, this Agreement shall be deemed amended to delete or modify, as necessary, the offending provisions and to alter the balance of this Agreement in order to render the same valid and enforceable to the fullest extent permissible as aforesaid, with the maximum period, scope or geographical area permitted under applicable Laws being substituted for the period, scope or geographical area hereunder (but no greater a period, scope or area than as set forth above). Notwithstanding anything to the contrary herein, the requirements set forth in Section 7.3(b) shall not apply to any of Seller's current activities with Appalachian Mountain Community Health Center.

7.4 HITECH Payment Matters.

(a) Following the Effective Time, Buyer will cooperate with Sellers in all reasonable respects in providing documents or data that Sellers reasonably believe are necessary or appropriate to file

with respect to Medicare and, if applicable, Medicaid with respect to meaningful use programs for HITECH Payments (and rights to such payments) for all Federal Fiscal Years ending at or prior to the Effective Time or to substantiate Sellers' claims for HITECH Payments for such periods. Buyer shall forward to Seller Representative any and all correspondence relating to such HITECH Payments within ten (10) Business Days after receipt by Buyer.

(b) Following the Effective Time, Sellers will cooperate with Buyer in all reasonable respects in providing pre-Closing documents or data that Buyer reasonably believes are necessary or appropriate to file with respect to HITECH Payments for the Federal Fiscal Year or calendar year (depending on what is to be used as the attestation period) in which the Effective Time occurs and any subsequent year, including any pre-Closing documents or data Buyer reasonably believes are necessary or appropriate for attestation purposes. Seller Representative shall forward to Buyer any and all correspondence relating to HITECH Payments for such years within ten (10) Business Days after receipt by any Seller.

(c) With respect to HITECH Payments for the Federal Fiscal Year in which the Effective Time occurs, the Parties agree that (i) such HITECH Payments (including all rights to pursue such payments and/or appeal any decisions regarding such payments) are included in the Purchased Assets and shall become the property of Buyer as of the Effective Time; provided that the Buyer agrees to share any HITECH Payments for such Federal Fiscal Year with Seller Representative on a pro rata basis (based upon the number of days during such Federal Fiscal Year that Seller operates the Facilities; (ii) Buyer shall remit Sellers' pro rata share of funds relating to such HITECH Payments to Seller Representative within ten (10) Business Days after receipt by Buyer; and (iii) to the extent Buyer is required to refund or repay any portion of the HITECH Payments, Seller Representative will pay to Buyer, Sellers' pro rata portion of the amount of the required refund or repayment within ten (10) Business Days after Buyer refunds or remits such amount to Medicare or Medicaid, as applicable.

(d) If Buyer receives any HITECH Payments relating solely to any Federal Fiscal Year ending at or prior to the Effective Time, Buyer will pay to Seller Representative an amount equal to all such amounts received by Buyer. If any Seller receives any HITECH Payments relating solely to any Federal Fiscal Year in which the Effective Time occurs, Seller Representative will pay Buyer an amount equal to Buyer's pro rata share of such HITECH Payments as determined in accordance with Section 7.4(c). If any Seller receives any HITECH Payments relating solely to any Federal Fiscal Year ending after the Federal Fiscal Year in which the Effective Time occurs, Seller Representative will pay to Buyer an amount equal to all such HITECH Payments received by Sellers. The applicable Party will make all payments that it is required to make under this Section 7.4(d) promptly, and in any event within 10 Business Days of receipt of the applicable payments. To the extent Buyer is required to refund or repay any portion of the HITECH Payments that it has received and remitted to Seller Representative in accordance with this Section 7.4(d), then Seller Representative shall pay to Buyer the amount of such refund or repayment within ten (10) Business Days after Buyer refunds or remits such amount to Medicare or Medicaid, as applicable.

(e) To the extent Buyer is required to refund or repay any portion of the HITECH Payments that the Facilities receive with respect to any Federal Fiscal Years prior to the Effective Time, Sellers will pay to Buyer the amount of the required refund or repayment within ten (10) Business Days after Buyer refunds or remits such amount to Medicare or Medicaid, as applicable.

(f) To the extent Buyer incurs a penalty or reduction in reimbursement, paid under the Medicare prospective payment system for hospitals or the Medicare reasonable cost-based payment system for critical access hospitals, based on HITECH Act reporting (or failure to report) or based on a failure to successfully demonstrate meaningful use of CEHRT by any Seller or Facility for those Federal

Fiscal Years ending prior to the Effective Time and the Federal Fiscal Year in which the Effective Time occurs, Sellers will pay to Buyer the payment differential attributable to such penalty or reduction in reimbursement paid by Medicare within ten (10) Business Days after notice to Sellers of such amount due. At Buyer's discretion, Buyer may issue such notices more frequently than once per year (monthly or quarterly).

7.5 Cost Reports.

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

(b) The Hospitals are reimbursed on an interim basis under the Medicare program on a bi-weekly pass-thru payment ("**Pass-Thru Payments**") basis. If Buyer receives any Pass-Thru Payments from the Medicare program associated with the operations of the Hospitals relating solely to periods prior to the Effective Time, Buyer shall pay Seller Representative an amount equal to such Pass-Thru Payment(s) received by Buyer (net of any Taxes incurred by Buyer as a result of receiving any such Pass-Thru Payment) within ten (10) days of receipt. If Buyer receives any Pass-Thru Payments from the Medicare program associated with the operations of the Hospitals relating to the period commencing prior to and ending after the Effective Time, Buyer shall pay Seller Representative within ten (10) days of receipt an amount equal to the Pass-Thru Payment(s) actually received by Buyer for such period multiplied by a fraction, the numerator of which shall be the total number of days prior to the Effective Time and the denominator of which shall be the total number of days attributable to such Pass-Thru Payment(s), net of any Taxes attributable to the period prior to the Effective Time and incurred by Buyer as a result of receiving any such Pass-Thru Payment. If a Seller receives any Pass-Thru Payments from the Medicare program associated with the operations of the Hospitals relating solely to periods after the Effective Time, Seller Representative shall pay Buyer within ten (10) days of receipt an amount equal to such Pass-Thru Payment(s) received by such Seller (net of any Taxes incurred by such Seller as a result of receiving any such Pass-Thru Payment). If a Seller receives any Pass-Thru Payments from the Medicare

program associated with the operations of the Hospitals relating to the periods commencing prior to and ending after the Effective Time, Seller Representative shall pay Buyer within ten (10) days of receipt an amount equal to the Pass-Thru Payment(s) actually received by such Seller for such period multiplied by a fraction, the numerator of which shall be the total number of days after the Effective Time and the denominator of which shall be the total number of days attributable to such Pass-Thru Payment(s), net of any Taxes attributable to the period following the Effective Time and incurred by such Seller as a result of receiving any such Pass-Thru Payment. It is the intent of the Parties that Buyer and Sellers shall receive all third-party payments applicable to the period of time that the Hospitals are owned by the Parties.

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

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

7.6 CMS Reporting, Payment Adjustments and Share Savings/Bundled Payments Reconciliation.

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

(b) Following the Effective Time, Sellers will cooperate with Buyer in all reasonable respects in providing pre-Closing documents or data that Buyer reasonably believes are necessary or appropriate to file with respect to CMS Reporting for the Federal Fiscal Year in which the Effective Time occurs and any subsequent Federal Fiscal Year. Seller Representative shall forward to Buyer any and all correspondence from CMS relating to CMS Reporting for such Federal Fiscal Years within ten (10) Business Days after receipt by a Seller.

(c) To the extent Buyer incurs a penalty or reduction in fees paid by CMS for hospital or physician services based on CMS Reporting (or failure to report) for services rendered by any Seller prior to the Effective Time, then Seller Representative will pay to Buyer the payment differential attributable to such reduction in fees paid under CMS Reporting within ten (10) Business Days after notice to Seller Representative of such amount due.

(d) To the extent Buyer is required to refund, reimburse or repay any portion of an increased Medicare payment or Medicaid payment based on CMS Reporting or any portion of a CMS Reporting bonus paid to any Seller prior to the Effective Time, then Seller Representative will pay to Buyer the amount of the required refund, reimbursement or repayment within ten (10) Business Days after Buyer refunds, reimburses or remits such amount to Medicare or Medicaid, as applicable.

(e) To the extent Buyer is required to submit any payment to any Government Program or any participant participating with Seller in any bundled payment or shared savings program,

Seller will pay Buyer the amount of the required payment within ten (10) Business Days after Buyer remits such amount to any Government Program or any participant, as applicable.

(f) Notwithstanding the foregoing, nothing in this Agreement shall require Buyer to prepare, file or otherwise participate in any Government Program or Private Program appeal relating to the operations of Sellers and the Hospitals prior to the Effective Time.

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

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

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

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

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

7.9 Foundation Guaranty. The Foundation hereby guarantees the prompt and faithful performance and observation by Sellers and the Seller Representative of each and every obligation, covenant and agreement of Sellers and the Seller Representative contained in this Agreement, the other Transaction Documents and any amendment, extension, renewal and/or modification thereof in an amount up to the Foundation Cap (less any amount paid to any Buyer Indemnified Parties by the Foundation pursuant to its indemnification obligations in Article 10).

(a) The obligation of the Foundation under this Section 7.9 is an unconditional and irrevocable guaranty of payment and performance, and may be enforced directly against the Foundation as a primary obligation of the Foundation. This obligation is a continuing guaranty and shall remain in effect, and the obligations of the Foundation shall not be affected, modified or impaired by the extension of the time for performance or payment of money pursuant to this Agreement, or of the time for performance of any other obligations, covenants or agreements under or arising out of this Agreement or any ancillary documents hereto or the extension or the renewal thereof, whether or not with notice or consent of the Foundation.

(b) The Foundation agrees not to assert any defense that could not otherwise be asserted by Sellers.

(c) Subject to Section 10.5, the Foundation hereby expressly waives any right or claim to force Buyer to proceed first against Sellers or any other guarantor or any other Person in the event of non-payment or non-performance.

(d) The obligations under this guaranty shall not be reduced, impaired or in any way affected by: (i) receivership, insolvency, bankruptcy or other proceedings affecting any Seller or any Seller's assets; or (ii) receivership, insolvency, bankruptcy or other proceedings affecting the Foundation or any of its assets.

(e) This guaranty covers any and all of the obligations of Sellers under this Agreement, the other Transaction Documents and any amendment, extension, renewal and/or modification thereof, whether presently outstanding or arising subsequent to the Execution Date.

(f) The Foundation hereby waives (i) notice of acceptance hereof, (ii) grace, demand, presentment and protest with respect to the obligations under this Agreement, (iii) notice of non-payment or other defaults, of intention to accelerate and of acceleration of the obligations under this Agreement and (iv) any other notices, in each case of clauses (i) through (iii), except to the extent expressly required under this Agreement to be given to Sellers.

7.10 Branding. Following the Closing, Buyer, in its and its Affiliates' operation of the Hospitals and the other Facilities, shall use the name "Mission Health" or "Mission Health System" in the naming, branding and marketing of such Hospitals and other Facilities in each case unless such name is required to be changed to comply with applicable Law. In addition, following the Closing, Buyer in its and its Affiliates' operation of the occupational, rehabilitation and home care operations and facilities shall use the name CarePartners in the naming and branding and marketing of such facilities in each case unless such name is required to be changed to comply with applicable Law. For the avoidance of doubt, Buyer and its affiliates may nonetheless incorporate "HCA" into any such naming, branding and marketing, in accordance with applicable Law.

7.11 Change of Restricted Names. No later than ten (10) Business Days after the Closing Date, Sellers shall file with the applicable Governmental Authority all applications or amendments to abandon or change each of the Restricted Names that were delivered at Closing pursuant to Section 3.2(q). Additionally, Sellers shall take such actions and execute such documents as may be necessary for Buyer to make appropriate assumed name filings in order to evidence and protect Buyer's right to use the Restricted Names in connection with the operation of the Business after the Effective Time, and Sellers shall take all necessary action to eliminate the Restricted Names from, or paint over or otherwise permanently obscure the Restricted Names on, any signage or other materials (including any publicly distributable documents and other materials bearing such Restricted Names) owned or controlled by Sellers following the Effective Time.

7.12 Hospital Advisory Board.

(a) As of the Effective Time, the Parties shall establish an advisory board (the "**Advisory Board**") which shall continue in existence for the Advisory Board Designation Period. During the Advisory Board Designation Period, the Advisory Board will be composed of eight (8) individuals appointed as follows: (i) four (4) of the Advisory Board members, and their replacements, as determined by the Seller Representative, shall be appointed by Seller Representative (the "**Seller Directors**") and (ii) four (4) of the Advisory Board members, and their replacements, as determined by Buyer, shall be appointed by Buyer, who may be employees of Buyer or any of its Affiliates (the "**Buyer Directors**"). Each Seller Director shall hold office until his or her successor is appointed by the Seller Representative. Seller Directors may be removed with or without cause only by the Seller Representative. Each Buyer Director shall hold office until his or her successor is appointed by Buyer. Buyer Directors may be removed with or without cause only by Buyer. No individual may be appointed as a Seller Director if such individual has a conflict of interest under HCA's conflict of interest policy (as may be amended from time to time); provided that any disagreement among the other members of the Advisory Board regarding whether such individual has a conflict of interest shall be resolved in accordance with Section 13.3. Notwithstanding the policies applicable to advisory boards at hospitals owned and operated by Affiliates of Buyer, the Advisory Board shall act through block voting, meaning that affirmative action of the Advisory Board can only be taken where a majority of both the Seller Directors and the Buyer Directors, each, respectively, voting as a block at a meeting in which a quorum is present, vote in favor of the particular measure. The quorum requirement shall be satisfied where not less than seventy-five percent (75%) of each of the Seller Directors and the Buyer Directors are present in person upon commencement of the Advisory Board meeting. The purposes of the Advisory Board will be: (I) approving any modifications to Buyer's obligations set forth in Section 7.10, this Section 7.12, Section 7.13, and Section 7.15 (the "**Continuing Obligations**"); provided that the Advisory Board shall not have any rights or authority regarding the Continuing Obligations with respect to any Hospital owned by a Local Hospital as of the Execution Date and for which the Local Advisory Boards have authority pursuant to Section 7.12(b); (II) consulting with and providing recommendations to Buyer regarding Capital Expenditures as contemplated by Section 7.14(a); and (III) receiving reports prepared by Buyer pursuant to Sections 7.14(e) and 7.17.

(b) As of the Effective Time, Buyer and each Local Hospital shall establish an advisory board (each a "**Local Advisory Board**" and, collectively, the "**Local Advisory Boards**") which shall continue in existence for the applicable Local Advisory Board Designation Period. During the applicable Local Advisory Board Designation Period, such Local Advisory Board will be composed of eight (8) individuals appointed as follows: (i) four (4) of the Local Advisory Board members shall be appointed by the board of the Local Hospital (the "**Hospital Local Directors**") and their replacements shall be determined by the other Hospital Local Directors of the applicable Local Advisory Board at such time, and (ii) four (4) of the Local Advisory Board members, and their replacements, as determined by Buyer, shall be appointed by Buyer, who may be employees of Buyer or any of its Affiliates (the "**Buyer Local Directors**"). No individual may be appointed as a Hospital Local Director if such individual has a conflict of interest under HCA's conflict of interest policy (as may be amended from time to time); provided that any disagreement among the other members of the applicable Local Advisory Board regarding whether such individual has a conflict of interest shall be resolved in accordance with Section 13.3. The initial Hospital Local Directors shall be identified as of the Closing Date. Each Hospital Local Director shall serve during the Local Advisory Board Designation Period until his or her death or resignation, unless removed from office upon the affirmative vote of the other Hospital Local Directors. Each Buyer Local Director shall hold office until his or her successor is appointed by Buyer. Buyer Local Directors may be removed with or without cause only by Buyer. The voting and quorum requirements set forth in the eighth and ninth sentences of Section 7.12(a) shall apply *mutatis mutandis* to each Local Advisory Board. The purposes of each Local Advisory Board will be (I) approving the discontinuance of

the provision of services at its applicable Local Hospital Facility pursuant to Section 7.13(b), (II) approving the sale or closure of its applicable Local Hospital Facility pursuant to Section 7.13(c) and (III) approving any change to the Uninsured and Charity Care Policy of its applicable Local Hospital Facility pursuant to Section 7.15 (collectively, the "**Local Continuing Obligations**").

7.13 Operations of the Hospitals.

(a) Unless otherwise consented to in writing by the Advisory Board for a period of ten (10) years immediately following the Closing Date, Buyer shall not discontinue the provision of the services set forth on Schedule 7.13(a) (the "**Mission Hospital / CarePartners Services**") at the Mission Hospital Campus Facility or the Community CarePartners Facilities, as applicable, subject to Force Majeure making the provision of such services impossible or commercially unreasonable (but only for the period of Force Majeure and the applicable Remediation Period). From and after such ten (10)-year period, unless otherwise consented to in writing by the Advisory Board Buyer shall continue the provision of each Mission Hospital / CarePartners Service at the Mission Hospital Campus Facility or the Community CarePartners Facilities, as applicable, subject to Force Majeure making the provision of such services impossible or commercially unreasonable (but only for the period of Force Majeure and the applicable Remediation Period) until such time as a Contingency is finally determined to have occurred in accordance with Section 7.13(d) with respect to the provision of such Mission Hospital / CarePartners Service at such Mission Hospital Campus Facility or the Community CarePartners Facilities, as applicable; provided, that prior to terminating any Mission Hospital / CarePartners Service, Buyer shall have first used, prior to the delivery of the applicable Contingency Notice pursuant to Section 7.13(d), commercially reasonable efforts to adjust its operation of such Mission Hospital / CarePartners Service to resolve the adverse impact of such Contingency and reasonably determined that satisfactory resolution of such Contingency is not feasible using commercially reasonable efforts.

(b) Unless otherwise consented to in writing by the applicable Local Advisory Board, for a period of five (5) years immediately following the Closing Date, Buyer shall not discontinue the provision of the services set forth on Schedule 7.13(b) (the "**Member Hospital Facility Services**") at any Member Hospital Facility, subject to Force Majeure making the provision of such services impossible or commercially unreasonable (but only for the period of Force Majeure and the applicable Remediation Period). From and after such five (5)-year period, Buyer shall have the right to discontinue any Member Hospital Facility Service at any of the Member Hospital Facilities; provided that Buyer shall maintain emergency services at each of the Member Hospital Facilities for a period of at least ten (10) years immediately following the Closing Date, subject to Force Majeure making the provision of such services impossible or commercially unreasonable (but only for the period of Force Majeure and the applicable Remediation Period). For the avoidance of doubt, this Section 7.13(b) shall not apply to the Mission Health Campus Facility or the Community CarePartners Facilities that are addressed in Section 7.13(a).

(c) Unless otherwise consented to in writing by (i) with respect to any Material Facility other than the Local Hospital Facilities, the Advisory Board, or (ii) with respect to any Local Hospital Facility, its applicable Local Advisory Board, for a period of ten (10) years immediately following the Closing Date, Buyer shall not sell or close any of the Material Facilities unless Force Majeure makes the continued operation by Buyer of the Material Facilities impossible or commercially unreasonable; provided that if the Force Majeure is capable of being remediated in a commercially reasonable manner within a six (6) month period following the occurrence of the Force Majeure such that the continued operation of the Material Facility would cease to be impossible or commercially unreasonable, Buyer shall use commercially reasonable efforts to mitigate the Force Majeure for up to six (6) months prior to such sale or closure. From and after such ten (10)-year period, unless otherwise consented to in writing by (i) with respect to any Material Facility other than the Local Hospital Facilities, the Advisory Board, or (ii) with respect to any Local Hospital Facility, its applicable Local Advisory

Board, Buyer shall not close any Material Facility (unless Force Majeure makes the continued operation by Buyer of the Material Facilities impossible or commercially unreasonable; provided that if the Force Majeure is capable of being remediated in a commercially reasonable manner within the period described in this proviso such that the continued operation of the Material Facility would cease to be impossible or commercially unreasonable, Buyer shall use commercially reasonable efforts to mitigate the Force Majeure for up to the earlier of (x) six (6) months prior to such closure or (y) such time as a Contingency is finally determined to have occurred in accordance with Section 7.13(d)) until such time as a Contingency is finally determined to have occurred in accordance with Section 7.13(d) with respect to such Material Facility; provided, that prior to closing such Material Facility, Buyer shall have first used, prior to the delivery of the applicable Contingency Notice pursuant to Section 7.13(d), commercially reasonable efforts to adjust its operation of such Material Facility to resolve the adverse impact of such Contingency and reasonably determined that satisfactory resolution of such Contingency is not feasible using commercially reasonable efforts.

(d) In the event that Buyer determines that a Contingency has occurred with respect to a Mission Hospital / CarePartners Service or the operation of a Material Facility, as the case may be, Buyer may deliver to Seller Representative a notice (a "**Contingency Notice**") describing in reasonable detail the Contingency and the calculations, if any, underlying Buyer's determination with respect to the same. Seller Representative may in good faith dispute the occurrence of the Contingency set forth in the Contingency Notice by delivering written notice to Buyer within thirty (30) days of Seller Representative's receipt of the Contingency Notice, which notice shall state in reasonable detail the basis for such dispute and Seller Representative's calculations, if any, underlying the same; provided, however, that if Seller Representative does not so deliver a notice of dispute, the Contingency set forth in the Contingency Notice shall be deemed to have been finally determined to have occurred for purposes of Sections 7.13(a) and 7.13(c). If Seller Representative does so deliver a notice of dispute, Seller Representative and Buyer shall attempt to reconcile their respective determinations as to whether the Contingency set forth in the Contingency Notice occurred, which reconciliation, if any, shall be in a writing signed by any Seller Representative and Buyer and shall be Final and Binding upon Sellers and Buyer for purposes of Sections 7.13(a) and 7.13(c). If Seller Representative and Buyer are unable to reconcile their respective determinations within thirty (30) days following Seller Representative's delivery to Buyer of its notice of dispute, then (A) if the Contingency set forth in the Contingency Notice is of a type contemplated by clause (iv) of the definition of "Contingency", Seller Representative and Buyer shall submit the dispute to the Accounting Firm for resolution pursuant to the process set forth below, (B) if the Contingency set forth in the Contingency Notice is of a type contemplated by clauses (i)-(iii) or (v) of the definition of "Contingency", Sellers and Buyer shall resolve the dispute pursuant to the arbitration process set forth in Section 13.3, and any such resolution of the dispute shall be Final and Binding upon Sellers and Buyer for purposes of Sections 7.13(a) and 7.13(c) and (C) if the Contingency set forth in the Contingency Notice is of a type contemplated by clause (vi) of the definition of "Contingency", the dispute shall be resolved by the affirmative vote of the Advisory Board, with respect to any Mission Hospital / CarePartners Service or any Material Facility that is not a Local Hospital Facility, or the affirmative vote of the applicable Local Advisory Board, with respect to its affected Local Hospital Facility, provided that no Seller Director or Hospital Local Director, as applicable, unreasonably withholds his or her affirmative vote. In the event that a dispute is submitted to the Accounting Firm pursuant to this Section 7.13(d): (A) Buyer and Seller Representative shall make readily available to the Accounting Firm the financial books and records relevant to the dispute, including any accountants' work papers (subject to the execution of any access letters that such accountants may require in connection with the review of such work papers); (B) Buyer and Seller Representative shall enter into a customary engagement letter with the Accounting Firm, which engagement letter shall explicitly provide that, in resolving the amounts in dispute, the Accounting Firm shall (x) consider only those items or amounts disputed by Seller Representative in its dispute notice; (y) not assign a value to any item or amount in dispute greater than the greatest value for such item or amount assigned by Buyer or Seller

Representative, or less than the smallest value for such item or amount assigned by Buyer or Seller Representative; and (z) act as an expert and not as an arbitrator; (C) the Accounting Firm's determination will be based solely upon information presented by Buyer and Seller Representative, and not on the basis of independent review; (D) Buyer and Seller Representative shall cause the Accounting Firm to deliver to Buyer and Seller Representative as promptly as practicable (but in any event within thirty (30) days of its retention) a written report setting forth its resolution of the dispute; and (E) Buyer and Seller Representative shall be responsible for the fees and expenses of the Accounting Firm pro rata, as between Buyer and Seller Representative, in proportion to the relative difference between the positions taken by Buyer and Seller Representative compared to the determination of the Accounting Firm. Buyer shall also deliver a copy of any Contingency Notice (i) to the Advisory Board with respect to a Contingency relating to a Material Facility other than the Local Hospital Facilities or (ii) to the applicable Local Advisory Board with respect to a Contingency relating to a Local Hospital Facility.

(e) Unless otherwise consented to in writing by the Advisory Board, for a period of two (2) years immediately following the Closing Date, Buyer shall not discontinue the provision of long-term acute care services at the St. Joseph campus of Mission Hospital (Asheville, North Carolina) (the "**LTAC Services**"), subject to Force Majeure making the provision of such services impossible or commercially unreasonable (but only for the period of Force Majeure and the applicable Remediation Period). From and after such two (2)-year period, Buyer shall have the right to discontinue any LTAC Service at the St. Joseph campus of Mission Hospital (Asheville, North Carolina).

7.14 Capital Expenditures.

(a) Within five (5) years following the Effective Time, Buyer or any of its Affiliates shall make Capital Expenditures (excluding the Committed Capital Projects other than any Additional New Tower Expenditures) equal to or greater than the Capital Expenditure Target; provided, however, such five (5) year period shall be extended as reasonably necessary to allow Buyer and its Affiliates sufficient time to make such Capital Expenditures to the extent the failure or inability of Buyer and its Affiliates to make such Capital Expenditures results, in whole or in part, from (i) Force Majeure (but only for the period of Force Majeure and the applicable Remediation Period) or (ii) Buyer's or its Affiliates' failure to obtain any requisite Approvals (other than due to an intentional act or omission of Buyer or its Affiliate that was the principal cause of such failure to obtain Approval) (the calendar day immediately following such five (5)-year period, as may be extended pursuant to the foregoing proviso, the "**Post-Closing Capital Expenditure Deadline**").

(b) If Buyer and its Affiliates have not made Capital Expenditures in an aggregate amount equal to or greater than the Capital Expenditure Target prior to the Post-Closing Capital Expenditure Deadline, Buyer shall deposit within thirty (30) days of such deadline the Cap Ex Shortfall Amount into an escrow account (the "**Cap Ex Escrow Account**") pursuant to an escrow agreement in a form substantially similar to Exhibit O attached hereto, subject to commercially reasonable changes required by the applicable escrow agent. The date on which the Cap Ex Shortfall Amount is to be deposited into the Cap Ex Escrow Account is referred to herein as the "Escrow Due Date" for such funds. All funds in the Cap Ex Escrow Account shall remain the property of Buyer, and Buyer shall be permitted to utilize the funds in the Cap Ex Escrow Account to make the remainder of such Capital Expenditures; provided, however, that Seller Representative shall be entitled to the earnings on all amounts in such Cap Ex Escrow Account (and shall pay any Taxes arising therefrom) until such time as Buyer and its Affiliates have made Capital Expenditures in an aggregate amount equal to or greater than the Capital Expenditure Target, after which Buyer shall have satisfied its obligation under Section 7.14(a) and this 7.14(b) to make Capital Expenditures. The funds placed into the Cap Ex Escrow Account shall be disbursed to (i) fund Capital Expenditures as directed by Buyer, and (ii) reimburse Buyer and its Affiliates for Capital Expenditures made by them.

(c) On the Escrow Due Date, Buyer shall provide Seller Representative with a list of proposed Capital Expenditures (the "**Proposed Capital Projects**"). Buyer shall utilize the funds in the Cap Ex Escrow Account on one or more of the Proposed Capital Projects selected in Buyer's sole discretion; provided that (i) Buyer shall not be obligated to spend any funds on or complete all of the Proposed Capital Projects and (ii) Buyer shall not be required to spend any amounts on the Proposed Capital Projects beyond the then available funds in the Cap Ex Escrow Account. Within sixty (60) days following Seller Representative's receipt of the Proposed Capital Projects, Seller Representative shall, in a written notice to Buyer, either accept or describe in reasonable detail any objections Seller Representative may have to the Proposed Capital Projects; provided that the sole objection that Seller Representative shall be able to make is whether the applicable Proposed Capital Project qualifies as a Capital Expenditure and that any such dispute shall be resolved in accordance with Section 7.14(g). Buyer may amend the Proposed Capital Projects at any time prior to the first (1st) anniversary of the Escrow Due Date, subject to the Seller Representative's right to object to any additional Proposed Capital Projects as set forth in the preceding sentence. In the event that Buyer has not utilized all of the funds in the Cap Ex Escrow Account on one or more of the Proposed Capital Projects by the second (2nd) anniversary of the Escrow Due Date, the Seller Representative shall have the option in its sole discretion to make a one-time election between (i) continuing to receive the earnings on the Cap Ex Escrow Account or (ii) seeking specific performance requiring Buyer to utilize the remaining funds in the Cap Ex Escrow Account on one or more of the Proposed Capital Projects selected in Buyer's sole discretion pursuant to Section 7.14(d).

(d) The escrow arrangement contemplated by Section 7.14(b), together with the rights of Seller Representative (1) to obtain specific performance to have the Cap Ex Shortfall Amount placed in escrow to the extent required by this Section 7.14(b), (2) to obtain specific performance to require Buyer to utilize the Cap Ex Shortfall Amount in the Cap Ex Escrow Account to make the remainder of such Capital Expenditures on one or more of the Proposed Capital Projects, selected in Buyer's sole discretion, to the extent not so utilized by the second (2nd) anniversary of the Escrow Due Date, (3) to receive the earnings on the amounts in the Cap Ex Escrow Account, and (4) to object to whether an expenditure constitutes a Capital Expenditure (as provided in Sections 7.14(f) and 7.14(g) below) shall constitute Sellers' sole remedies for any breach, noncompliance or non-fulfillment by Buyer or its Affiliates of any of the obligations under Section 7.14(a) or Section 7.14(b), and, notwithstanding any other provision of this Agreement or Law, no Seller shall have any right to monetary damages, whether actual, consequential, special, incidental or otherwise, in respect of any such breach, noncompliance or non-fulfillment. For the avoidance of doubt, in no event shall (i) Sellers be entitled to both enforce or to seek to enforce specifically Buyer's obligation to utilize the Cap Ex Escrow Account pursuant to clause (2) above and receive the earnings on the amounts in the Cap Ex Escrow Account following the second (2nd) anniversary of the Escrow Due Date or (ii) Buyer be required to utilize the Cap Ex Escrow Account to make Capital Expenditures pursuant to clause (2) above other than those contemplated by the Proposed Capital Projects. Further, the Parties acknowledge and agree that Seller Representative's receipt of the earnings on the amounts in the Cap Ex Escrow Account as set forth herein is the exclusive monetary remedy for such breach, noncompliance or nonfulfillment and shall constitute payment of liquidated damages and not a penalty and that such liquidated damages are full, fair and complete in light of and, just compensation for, the indeterminate harm anticipated to be caused by any breach or default by Buyer under Section 7.14(a) or Section 7.14(b), the difficulty or impossibility of ascertaining accurately proof of loss and damages, the inconvenience and non-feasibility of otherwise obtaining an adequate remedy, and the value of the rights and obligations of the Parties hereunder. For the avoidance of doubt, the Parties acknowledge and agree that, subject to the limitations expressly set forth in this Agreement, the requirements set forth in Section 7.14(a) and Section 7.14(b) relate only to the aggregate amount of Capital Expenditures to be made, that such aggregate amount shall not be prorated or otherwise apportioned (other than at Buyer's discretion) among the years, months or other periods within or following the period commencing as of the Effective Time and ending as of the Post-

Closing Capital Expenditure Deadline, and Buyer shall have the discretion to determine the amount, type, timing, location and other details of any individual Capital Expenditure to be made pursuant to Section 7.14(a) or Section 7.14(b).

(e) **Certain Committed Capital Projects**. Notwithstanding anything to the contrary herein, Buyer commits to completing the Committed Capital Projects described in this Section 7.14(e) according to the requirements specified below. Such projects shall not be subject to the targets and deadlines contained in Sections 7.14(a)-(b).

(i) **New Tower Project**. Prior to the Effective Time, Sellers shall spend (including any amounts that Sellers pay following the Effective Time as a result of the invoice being a New Tower Excluded Liability) the Required Seller New Tower Expenditures on the development of the New Tower as set forth on the plan, budget, design and specifications as set forth in the documents attached hereto as Exhibit P (as adjusted by any subsequent change orders, the "**New Tower Plan**"). Buyer shall complete the New Tower pursuant to the New Tower Plan. Any Capital Expenditures made by Buyer for the development of the New Tower in excess of the projected cost of completion to be borne by Buyer as set forth in the New Tower Plan shall be counted as Capital Expenditures for purposes of Section 7.14(a) (the "**Additional New Tower Expenditures**"); provided that any additional costs resulting from material changes to the scope of the New Tower Plan made by Buyer shall not be Additional New Tower Expenditures unless such changes are necessary or appropriate for purposes of compliance with any applicable Law (including, for the avoidance in doubt, any changes in applicable Law or new Laws enacted after the date of this Agreement).

(ii) **Angel Medical Center Project**. Buyer shall construct a facility generally consistent with the Certificate of Need for such replacement facility for Angel Medical Center: Project ID# A-11427-17, effective March 17, 2018, unless otherwise consented to by the applicable Local Advisory Board, and pursuant to a plan, budget, design and specifications determined by Buyer in its sole discretion. Buyer shall use commercially reasonable efforts to obtain all necessary Permits for such project, and Buyer shall complete the project within five (5) years of obtaining all such Permits, subject to Force Majeure (but only for the period of Force Majeure and the applicable Remediation Period).

(iii) **Behavioral Health Hospital Project**. Buyer shall construct a one-hundred twenty (120) bed inpatient behavioral health hospital in Asheville, North Carolina pursuant to a plan, budget, design and specifications determined by Buyer in its sole discretion. Buyer shall use commercially reasonable efforts to obtain all necessary Permits for such project, and Buyer shall complete the project within five (5) years of obtaining all such Permits, subject to Force Majeure (but only for the period of Force Majeure and the applicable Remediation Period).

(f) Buyer shall deliver a written report (each, a "**Cap Ex Report**") to Seller Representative and the Advisory Board with respect to Buyer's obligations under this Section 7.14 within ninety (90) days after, and reporting as of, each anniversary of the Effective Time until Buyer and its Affiliates shall have made Capital Expenditures in an aggregate amount equal to or greater than the Capital Expenditure Target. Each Cap Ex Report will include a schedule and summary showing, in reasonable detail, the Capital Expenditures that Buyer and its Affiliates have made between the Effective Time and the date of such Cap Ex Report. Buyer shall deliver a portion of the Cap Ex Report to each Local Advisory Board with respect to the Capital Expenditures made at the applicable Local Hospital Facility.

(g) Within sixty (60) days following Seller Representative's receipt of any Cap Ex Report, Seller Representative shall, in a written notice to Buyer, either accept or describe in reasonable detail any objections Seller Representative may have to the Cap Ex Report. If Seller Representative fails

to notify Buyer of any such objections within such sixty (60) day period, then, Sellers shall be deemed to have waived, and shall be barred from raising, any objection related to the expenditures described in the Cap Ex Report, and such expenditures shall constitute Capital Expenditures for all purposes under this Section 7.14. If Seller Representative raises an objection with respect to a Cap Ex Report within such sixty (60) day period and Buyer and Seller Representative are unable to resolve such objection within sixty (60) days of Buyer's receipt of Seller Representative's written notice of objection, Buyer and Seller Representative shall each have the right to initiate the arbitration process set forth in Section 13.3 with respect to any such unresolved objection. Notwithstanding anything to the contrary set forth in this Agreement, the sole objection that Seller Representative shall be able to make with respect to a particular expenditure reflected in a Cap Ex Report is whether the expenditure qualifies as a Capital Expenditure, and, as long as an expenditure qualifies as a Capital Expenditure, Buyer shall have the discretion to determine the amount, type, timing, location and other details of such expenditure. For the avoidance of doubt, the right to object to the Cap Ex Report is exclusive to Seller Representative.

(h) Until such time as Buyer shall have satisfied its obligations under Section 7.14(a) and Section 7.14(b) to make Capital Expenditures, Buyer shall consult with and solicit recommendations from the Advisory Board regarding the need for and feasibility of any Capital Expenditures proposed to be made by Buyer or any of its Affiliates that are not part of the Committed Capital Projects. Notwithstanding anything to the contrary set forth in this Section 7.14(h), any input received from the Advisory Board pursuant this Section 7.14(h) shall be advisory only and shall not be binding upon or constrain or otherwise affect Buyer's rights and obligations to make Capital Expenditures under this Section 7.14, it being understood that Buyer shall have the discretion to determine the amount, type, timing, location and other details of any Capital Expenditures to be made pursuant to Section 7.14(a), subject only to the limitations expressly set forth in this Section 7.14.

7.15 Uninsured and Charity Care Policies. Between the Effective Time and the tenth (10th) anniversary of the Effective Time, Buyer will implement and maintain at the Hospitals the Uninsured and Charity Care Policy (subject only to such revisions as (i) are approved by (A) with respect to any Material Facility other than the Local Hospital Facilities, the Advisory Board, or (B) with respect to any Local Hospital Facility, its applicable Local Advisory Board, (ii) provide no less access to necessary medical care regardless of ability to pay for services rendered than the Uninsured and Charity Care Policy, or (iii) are necessary to comply with applicable Law). Thereafter, and for so long as Buyer continues to operate the Hospitals, Buyer will maintain policies for the treatment of indigent patients at the Hospitals that (i) comply with applicable Law and (ii) provide the greater amount of access to necessary medical care regardless of ability to pay for services rendered as between (x) individuals who are at or below 200% of the federal poverty line, pursuant to the poverty guidelines then published by the United States Department of Health and Human Services (or the successor organization thereto), or (y) the policies maintained by the then largest North Carolina nonprofit healthcare system.

7.16 Innovation/Investment Fund. As of the Effective Time, the Parties shall create a joint venture innovation/investment fund (the "**Fund**"), to be located in the Asheville, North Carolina area, to invest in businesses located in western North Carolina that provide innovations in the delivery of health care. As of the Effective Time, the applicable parties shall execute the Fund Operating Agreement attached as Exhibit M pursuant to Section 3.2(t) and Section 3.3(i). The Parties shall commit to contribute the Total Fund Commitment to the Fund pursuant to the terms of the Fund Operating Agreement. Between the Execution Date and the Closing Date, the Parties shall cooperate in good faith to develop a business plan and budget with respect to the Fund.

7.17 Annual Report. So long as the Continuing Obligations remain in effect, within one hundred twenty (120) days following the conclusion of Buyer's fiscal year, Buyer shall provide to Seller Representative and to the Advisory Board an annual report summarizing Buyer's compliance with such

Continuing Obligations and the obligations set forth in Sections 7.14, 7.15, and 7.20 during such fiscal year (each such report, an "**Annual Report**"), and, at the request of Seller Representative, shall arrange a tour of the Facilities for Seller Representative within sixty (60) days of the delivery to Seller Representative and the Advisory Board of such Annual Report. The Parties agree that Seller Representative shall have an affirmative duty to notify Buyer in writing of any potential noncompliance of Buyer with respect to the Continuing Obligations and the obligations set forth in Sections 7.14, 7.15, and 7.20 within one hundred twenty (120) days following Seller Representative's receipt of each Annual Report. The Parties agree further that if Seller Representative fails to notify Buyer of any potential noncompliance by Buyer within such one hundred twenty (120)-day period, then notwithstanding the provisions of the last sentence of Section 13.13, Seller Representative shall be deemed to have waived, and shall be barred from raising, any objection related to Buyer's performance of the Continuing Obligations for such fiscal year. The Parties agree further that if Seller Representative notifies Buyer of a potential non-compliance by Buyer within such one hundred twenty (120)-day period and Buyer and Seller Representative are unable to resolve any dispute regarding the existence of an alleged non-compliance within sixty (60) days following Seller Representative's delivery of their notification of the alleged non-compliance to Buyer, either Buyer or Seller Representative shall have the right to initiate the arbitration provisions set forth in Section 13.3 with respect to such alleged non-compliance. During the applicable Local Advisory Board Designation Period, Buyer shall provide to each Local Advisory Board the portions of the Annual Report that relate to the Local Continuing Obligations with respect to the applicable Local Hospital Facility, and, at the request of the applicable Local Advisory Board, shall arrange a tour of the applicable Local Hospital Facility for the Local Advisory Board within sixty (60) days of the delivery to the Local Advisory Board of such portions of the Annual Report. For the avoidance of doubt, the right to notify Buyer of a potential non-compliance with respect to the Continuing Obligations and the obligations set forth in Sections 7.14, 7.15, and 7.20 is exclusive to Seller Representative.

7.18 Graduate Medical Education Commitment. The Parties acknowledge that both HCA and MHS support graduate medical education within Mission Health because it benefits both the healthcare system and the community by improving the ability to recruit and retain high quality physicians. As the region's only tertiary healthcare center with a wide variety of complex patients, Mission Hospital has a unique role as a major education site. HCA's mission includes increasing and expanding graduate medical education across its enterprise. As such, HCA intends to expand graduate medical education at the Facilities consistent with its ability to obtain appropriate funding for residents and fellows, especially in specialties that could serve the needs of western North Carolina and the adjacent regions. The Parties recognize the tremendous skill and supportive legacy of the Mountain Area Health Education Center ("**MAHEC**") Family medicine, obstetrics-gynecology, general surgery, dentistry, and psychiatry residencies and Buyer intends to maintain a relationship with MAHEC as the sponsoring institution for the currently accredited graduate medical education programs. Buyer shall review the use of MAHEC as the sponsoring institution for such programs at the conclusion of Sellers' most recent graduate medical education agreement with MAHEC, and Buyer may, in its sole discretion, determine whether to continue the relationship with MAHEC. For the avoidance of doubt, nothing in this Agreement shall restrict Buyer or any of its Affiliates from developing any new residency or fellowship programs under any sponsoring institution.

7.19 Charitable Donations. Buyer shall, and shall cause its Affiliates to, use commercially reasonably efforts to direct any Person who contacts Buyer or any of its Affiliates with respect to charitable contributions to the Facilities to contact the Legacy Foundation.

7.20 Right to Bid.

(a) If Buyer or any of its Affiliates wish to sell or close a Hospital following the Closing Date, and such transaction is otherwise permitted under this Agreement, Buyer or any of its Affiliates shall solicit requests for proposals for the purchase of such Hospital (a "**Sale Process**") and provide Seller Representative written notice of such Sale Process (a "**Sale Notice**"), which Sale Notice shall include details, processes, and other relevant information reasonably sufficient to permit an informed bid, within fifteen (15) days after the commencement of such Sale Process. Seller Representative shall have the greater of sixty (60) days or the greatest number of days granted to any other bidder after receipt of such Sale Notice to submit a proposal. Seller Representative may, but is not required to, submit a proposal. If Seller Representative submits a proposal, Buyer or any of its Affiliates shall notify Seller Representative at the completion of the Sale Process (the "**Sale Result Notice**") regarding whether such proposal contained the most favorable terms to Buyer or any of its Affiliates of the proposals received by Buyer or any of its Affiliates.

(b) If Buyer or any of its Affiliates receive no proposals in connection with a Sale Process other than from Seller Representative, Seller Representative shall have the right to purchase the applicable Hospital in cash from Buyer or any of its Affiliates for an amount equal to the Fair Market Value of such Hospital. If Seller Representative exercises its right, the Parties shall work towards closing such sale within one hundred eighty (180) days following receipt of the Sale Result Notice. If (i) Seller Representative does not exercise its right within thirty (30) days following receipt of the Sale Result Notice or (ii) the sale does not close within one hundred eighty (180) days following receipt of the Sale Result Notice, subject to Force Majeure making the closing of such sale impossible or commercially unreasonable (but only for the period of Force Majeure and the applicable Remediation Period), Buyer or any of its Affiliates may close such Hospital. Seller Representative may assign its rights under this Section 7.20(b) to any Seller or the Foundation.

(c) If a proposal from Seller Representative contains the most favorable terms to the Buyer or any of its Affiliates of the proposals received in connection with a Sale Process, Seller Representative shall have the right to purchase the applicable Hospital on the terms set forth in its proposal and the Parties shall work towards closing such sale within one hundred eighty (180) days following receipt of the Sale Result Notice. If the sale does not close within one hundred eighty (180) days following receipt of the Sale Result Notice, subject to Force Majeure making the closing of such sale impossible or commercially unreasonable (but only for the period of Force Majeure and the applicable Remediation Period), Buyer or any of its Affiliates may close such Hospital or sell such Hospital to a third party.

(d) If a proposal from a third party contains the most favorable terms to the Buyer or any of its Affiliates of the proposals received in connection with a Sale Process, Buyer or any of its Affiliates may sell the applicable Hospital to such third party on the terms contained in its proposal; provided that such third-party buyer shall be required to agree to provisions substantially the same as those contained in this Section 7.20. If Buyer or any of its Affiliates do not sell the applicable Hospital to such third party on the terms required by this Section 7.20, Buyer or any of its Affiliates may not sell, close the applicable hospital without running another Sale Process pursuant to this Section 7.20.

(e) Notwithstanding the above, Seller Representative's rights pursuant to this Section 7.20 shall not apply to (i) any transaction entered into by Buyer with any one or more Affiliates of Buyer, (ii) a multi-facility transaction or a merger or acquisition involving multiple healthcare facilities owned or operated by Buyer or its Affiliates in which the revenue attributable to the assets of the Business to be disposed of in such transaction for the most-recently completed fiscal year represents less than twenty-five percent (25%) of the consolidated revenue of all healthcare facilities owned or operated by Buyer or

its Affiliates to be disposed of in such transaction or (iii) a Change of Control of any direct or indirect parent entity of Buyer, including HCA.

7.21 Buyer Guaranty. Buyer Guarantor hereby guarantees the prompt and faithful performance and observation by Buyer of each and every obligation, covenant and agreement of Buyer contained in this Agreement, the other Transaction Documents and any amendment, extension, renewal and/or modification thereof; provided that, following the Closing, Buyer Guarantor's obligations under this Section 7.21 shall only apply with respect to Buyer's payment obligations set forth in Section 2.13, Section 7.14 and Section 7.16.

(a) Subject to subsection (c) below, the obligation of Buyer Guarantor under this Section 7.21 is an unconditional and irrevocable guaranty of payment and performance, and may be enforced directly against Buyer Guarantor as a primary obligation of Buyer Guarantor. This obligation is a continuing guaranty and shall remain in effect, and the obligations of Buyer Guarantor shall not be affected, modified or impaired by the extension of the time for performance or payment of money pursuant to this Agreement, or of the time for performance of any other obligations, covenants or agreements under or arising out of this Agreement or any ancillary documents hereto or the extension or the renewal thereof, whether or not with notice or consent of Buyer Guarantor.

(b) Buyer Guarantor agrees not to assert any defense that could not otherwise be asserted by Buyer.

(c) Notwithstanding anything herein to the contrary, Sellers or Foundation, as applicable, shall proceed first against Buyer in the event of non-payment or non-performance by Buyer, and shall assert claims against Buyer Guarantor as guarantor of Buyer only after Sellers or Foundation, as applicable, have exhausted all remedies available to them against Buyer regarding such claims.

(d) The obligations under this guaranty shall not be reduced, impaired or in any way affected by: (i) receivership, insolvency, bankruptcy or other proceedings affecting Buyer or Buyer's assets; or (ii) receivership, insolvency, bankruptcy or other proceedings affecting Buyer Guarantor or any of its assets.

(e) This guaranty covers any and all of the obligations of Buyer under this Agreement, the other Transaction Documents and any amendment, extension, renewal and/or modification thereof, whether presently outstanding or arising subsequent to the Execution Date.

(f) Buyer Guarantor hereby waives (i) notice of acceptance hereof, (ii) grace, demand, presentment and protest with respect to the obligations under this Agreement, (iii) notice of non-payment or other defaults, of intention to accelerate and of acceleration of the obligations under this Agreement and (iv) any other notices, in each case of clauses (i) through (iii), except to the extent expressly required under this Agreement to be given to Buyer.

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

7.23 Cooperation on Compliance Matters.

(a) Following the Effective Time, if any compliance matter is identified by a Party, whether through internal audit or otherwise, for which another Party hereto is obligated to indemnify such identifying Party pursuant to Article 10 (a "**Compliance Matter**"), such identifying Party shall provide

prompt written notice to such other Party. Because any such Compliance Matter may impact Buyer and Sellers, the Parties acknowledge that both Buyer and Sellers shall have a common interest in fully resolving all such Compliance Matters and appeals and cooperating in good faith to do so. To the extent necessary to preserve attorney-client privilege and work product doctrine relating to the investigation or resolution of any Compliance Matter or appeal, the Parties agree that a common interest privilege shall exist with respect to any communications relating to the investigation and resolution of the Compliance Matter or appeal and, to the extent necessary and requested by any Party or its counsel, the Parties and their respective counsel shall enter into a written agreement to memorialize this common interest privilege existing among them relating to the Compliance Matter or appeal. The Parties will thereafter cooperate reasonably with each other in any internal investigations or audits and shall make available to the other, as reasonably requested, any and all relevant information and, further, shall provide personnel as may be reasonably necessary and appropriate for purposes of analyzing and resolving such Compliance Matter.

(b) In order to ensure the accuracy of any report of any Compliance Matter to a third party, the Parties agree that neither shall make any such report or disclosure to, or in respect of, any federally-funded or state-funded health care program, including Medicare, Medicaid, and TRICARE, or private third-party payor with respect to any Compliance Matter which might give rise to liability of the other Party without at least twenty (20) days' prior written notice of such report to such other Party. Buyer and Sellers each agree to cooperate reasonably and consider the input of the other with respect to the resolution and (if applicable) self-disclosure of all Compliance Matters, and, subject to Article 10, Buyer and Sellers shall each bear their own expenses in connection therewith, provided that, to the extent described in Section 10.1(a), any such expenses of Buyer shall be treated as Losses pursuant to Article 10. Subject to the provisions of this Section 7.23(b), Buyer may determine in its sole discretion whether or not a self-report is required, whether or not to self-report and whether or not to repay funds related to a Compliance Matter of a type contemplated by this Section 7.23(b).

(c) In the event that Buyer submits a self-disclosure of any Compliance Matter in accordance with the terms and provisions of Section 7.23 to any Governmental Authority, such self-disclosure shall be submitted, and any resulting settlement with such Governmental Authority shall be negotiated and finalized, as determined by Buyer in its sole discretion.

(d) Nothing in this Section 7.23, including a Party's failure to provide notice as contemplated by, or otherwise comply with, this Section 7.23, shall preclude Sellers or Buyer from seeking indemnification for any and all indemnifiable Losses related to a Compliance Matter in accordance with Article 10, except to the extent that the Indemnifying Party demonstrates that it has been prejudiced by the Indemnifying Party's failure to provide such notice within the required period of time.

7.24 WNCHN Membership. Buyer shall use commercially reasonable efforts to cause the Facilities to retain their membership in the WNC Health Network ("**WNCHN**"); provided that (i) no other requirements or commitments of the Facilities or Buyer or any of its Affiliates restricts such continued WNCHN membership and (ii) WNCHN membership does not prevent Buyer or any of its Affiliates from using the Healthtrust purchasing group in operating the Facilities.

8. CONDITIONS PRECEDENT TO OBLIGATIONS OF BUYER.

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

8.1 Representations and Warranties.

(a) All representations and warranties of Sellers set forth in this Agreement other than the Seller Fundamental Representations and the Seller Significant Representations shall be true and correct as of the Closing Date in each case as if made on and as of the Closing Date (except to the extent such representations and warranties speak as of an earlier date, in which case as of such date); provided, however, that this condition will be deemed to be satisfied unless the failure of such representations and warranties to be true and correct as of the Closing Date would reasonably be expected to have a Material Adverse Effect, it being understood that, for purposes of determining the accuracy of such representations and warranties, all Material Adverse Effect qualifications and other materiality qualifications and similar qualifications contained in such representations and warranties shall be disregarded.

(b) All Seller Fundamental Representations and all Seller Significant Representations shall be true and correct in all material respects as if made on and as of the Closing Date (except to the extent such representations and warranties speak as of an earlier date, in which case as of such date), it being understood that, for purposes of determining the accuracy of such Seller Fundamental Representations and Seller Significant Representations, all Material Adverse Effect qualifications and other materiality qualifications and similar qualifications contained in such Seller Fundamental Representations and Seller Significant Representations shall be disregarded.

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

8.3 No Material Adverse Effect. There shall have been no Material Adverse Effect since the date of this Agreement.

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

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

(b) (i) the Government Programs shall have certified and enrolled Buyer, the Facilities and the Practitioners under the auspices of Buyer in the applicable Government Programs effective as of the Effective Time, (ii) the Business, the Facilities, and the Practitioners will be entitled to participate in and receive reimbursement from the Government Programs effective as of the Effective Time and (iii) the requirements set forth in 42 U.S.C. § 1395ww(d)(l)(B), 42 C.F.R. §§ 412.23(e)(l), (2)(i) and (3)(v) have been satisfied in a manner that would permit Buyer to operate ASH as a long-term care hospital that is exempt from the Medicare program's inpatient Prospective Payment System as of the Effective Time;

(c) all filings required under the HSR Act relating to the Contemplated Transactions shall have been submitted and any applicable waiting period under the HSR Act relating to the Contemplated Transactions shall have expired or been terminated;

(d) the North Carolina AG shall have reviewed the requisite terms of the Contemplated Transactions, including any additional information the North Carolina AG determines

necessary for a complete review, and either (i) the North Carolina AG shall have delivered a letter of non-objection to the Contemplated Transactions on the terms set forth in this Agreement and the other Transaction Documents or (ii) the Parties shall have mutually determined there exists other reasonably acceptable indicia of non-objection from the North Carolina AG to the Contemplated Transactions on the terms set forth in this Agreement and the other Transaction Documents; and

(e) Mission shall have obtained permission from the North Carolina Department of Health and Human Services to transfer the following CONs to Buyer pursuant to N.C. Gen. Stat. § 131E-181(a), § 131E-189(c), and 10A N.C.A.C. 14C.0502(b), and shall legally and effectively transfer such CONs to Buyer contemporaneous with Closing:

(i) Angel Medical Center, Inc. (Project I.D. No. A-11427-17) Certificate of Need, effective March 17, 2018, to construct replacement hospital with no more than 30 acute care beds, three shared ORs, and one gastrointestinal endoscopy procedure room in Macon County; and

(ii) Mission Hospital (Project I.D. No. B-8637-11) Certificate of Need, effective March 15, 2012, to develop 51 new acute care beds for a total of 733 acute care beds and 62 psychiatric beds in Buncombe County.

8.5 Action/Proceeding. No Governmental Authority shall have issued an Order restraining or prohibiting the consummation of the Contemplated Transactions. No Person shall have commenced or threatened in writing to commence any Proceeding before any Governmental Authority that seeks to restrain or prohibit the consummation of the Contemplated Transactions or otherwise seeks a remedy which would materially and adversely affect the ability of Buyer to enjoy the full use and enjoyment of the Purchased Assets. No Governmental Authority shall have requested, orally or in writing, that the Parties delay or postpone the Closing.

8.6 Title to Real Property. The Title Company shall have irrevocably committed to issue the Title Policy to Buyer.

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

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

8.9 Estoppel Certificates. Seller Representative shall have delivered to Buyer at least seven (7) Business Days prior to the Closing Date executed estoppel certificates in a form reasonably acceptable to Buyer from tenants under the Third-Party Leases set forth on Schedule 8.9.

8.10 Estoppels; Subordination and Non-Disturbance Agreements. Seller Representative shall have delivered to Buyer at least seven (7) Business Days prior to the Closing Date executed landlord estoppel certificates in a form reasonably acceptable to Buyer and executed subordination and non-disturbance agreements from any mortgagees in a form reasonably acceptable to Buyer for the Tenant Leases set forth on Schedule 8.10.

8.11 Environmental Site Assessments. To the extent requested by Buyer, and at Buyer's expense, Buyer shall have received Phase I environmental site assessments with respect to the Real

Property, and if recommended by the environmental engineering firm, and at Buyer's expense, a Phase II and additional reports, prepared by an environmental engineering firm selected by Buyer, and the findings and conclusions of any such reports shall be acceptable to Buyer.

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

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

8.14 Compliance with Letter Agreement. The Sellers shall have complied with the requirements of the Letter Agreement as it relates to each arrangement identified in Exhibit A to such letter.

8.15 MHP Conversion. MHP shall be a North Carolina for-profit corporation as a result of the MHP Conversion pursuant to Section 6.19, and MHP will, following the Effective Time, be able to (i) retain the same tax identification number that it held on the Execution Date and (ii) continue to participate as the same accountable care organization in the MSSP.

8.16 Form 855R Completion. Buyer shall have received signed and fully completed Form 855R's from no less than eighty (80%) percent of the Practitioners currently employed by Sellers; provided that Buyer shall have materially complied with and shall not be in material breach of its obligations pursuant to Section 6.21.

8.17 McDowell County Waiver. Sellers shall have received the McDowell County Waiver.

9. CONDITIONS PRECEDENT TO OBLIGATIONS OF SELLERS.

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

9.1 Representations and Warranties.

(a) All representations and warranties of Buyer set forth in this Agreement other than the Buyer Fundamental Representations shall be true and correct as of the Closing Date in each case as if made on and as of the Closing Date (except to the extent such representations and warranties speak as of an earlier date, in which case as of such date); provided, however, that this condition will be deemed to be satisfied unless the failure of such representations and warranties to be true and correct as of the Closing Date would reasonably be expected to have a material adverse effect on Buyer's ability to consummate the Contemplated Transactions and fulfill its obligations under this Agreement.

(b) All Buyer Fundamental Representations that are not qualified by materiality, material adverse effect or similar phrases shall be true and correct in all material respects as if made on and as of the Closing Date (except to the extent such representations and warranties speak as of an earlier date, in which case as of such date), and all Buyer Fundamental Representations that are qualified by materiality, material adverse effect or similar phrases shall be true and correct in all respects as if made on

and as of the Closing Date (except to the extent such representations and warranties speak as of an earlier date, in which case as of such date).

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

9.3 Action/Proceeding. No Governmental Authority shall have issued an Order restraining or prohibiting the consummation of the Contemplated Transactions. No Person shall have commenced or threatened in writing to commence any Proceeding before any Governmental Authority that seeks to restrain or prohibit the consummation of the Contemplated Transactions. No Governmental Authority shall have requested, orally or in writing, that the Parties delay or postpone the Closing.

9.4 HSR Act. All filings required under the HSR Act relating to the Contemplated Transactions shall have been submitted and any applicable waiting period under the HSR Act relating to the Contemplated Transactions shall have expired or been terminated.

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

9.6 Pre-Closing Confirmation. The North Carolina AG shall have reviewed the requisite terms of the Contemplated Transactions, including any additional information the North Carolina AG determines necessary for a complete review, and either (i) the North Carolina AG shall have delivered a letter of non-objection to the Contemplated Transactions on the terms set forth in this Agreement and the other Transaction Documents or (ii) the Parties shall have mutually determined there exists other reasonably acceptable indicia of non-objection from the North Carolina AG to the Contemplated Transaction on the terms set forth in this Agreement and the other Transaction Documents.

10. INDEMNIFICATION.

10.1 Indemnification by MHS and the Foundation.

(a) From and after the Closing Date, MHS and the Foundation, subject to Section 10.1(d), shall, jointly and severally, indemnify, defend and hold harmless Buyer, its Affiliates, and its and their respective Representatives, managers, shareholders, members, principals, successors, heirs and assigns (collectively, the "**Buyer Indemnified Parties**") from and against, and pay on behalf of or reimburse each of them for, any and all Losses that any such Buyer Indemnified Party incurs as a result of or arising out of: (i) any breach of, or inaccuracy in, any of the representations or warranties made by any Seller or the Foundation in this Agreement or in any other Transaction Document; (ii) any breach, noncompliance or nonfulfillment of any covenants or other agreements made by any Seller or the Foundation in this Agreement or in any other Transaction Document; (iii) any of the Excluded Liabilities; (iv) Buyer's assumption of any Assumed Contract for which consent has not been obtained as of the Closing Date, except with respect to the Contracts set forth on Schedule 10.1(a)(iv) in the event that consent has not been obtained as of the Closing Date and Buyer waives in writing the closing condition set forth in Section 8.8 with respect to such Contracts; (v) any indemnifiable circumstances relating to uncured Title and Survey Objections pursuant to Section 6.6(c); and (vi) any fraud, intentional misrepresentation or willful or criminal misconduct of any Seller, the Foundation or any of their Affiliates, Representatives, members, managers, principals, or shareholders. For the avoidance of doubt, the Buyer Indemnified Parties shall not be entitled to indemnification under Section 10.1(a)(ii) for any

Losses incurred as a result of or arising out of the underlying indemnifiable circumstances relating to uncured Title and Survey Objections.

(b) MHS and the Foundation shall have no obligation to indemnify the Buyer Indemnified Parties pursuant to Section [redacted] or Section [redacted], for any Losses unless and until, with respect to any individual item of Loss, such item or series of related items of Loss is greater than $75,000 (any such item or series of items, "**De Minimis Claims**"). MHS and the Foundation shall have no obligation to indemnify the Buyer Indemnified Parties pursuant to Section [redacted] or Section [redacted] for any Losses unless and until, and only to the extent that, the aggregate amount of all such Losses incurred or suffered by the Buyer Indemnified Parties (excluding De Minimis Claims) exceeds [redacted] (the "**Seller Threshold**"); provided, however, that the foregoing limitation shall not apply with respect to any Losses resulting from or arising out of breaches of, or inaccuracies in, the Seller Fundamental Representations. [redacted]

(c) The aggregate Liability in respect of claims for indemnification pursuant to Section 10.1(a)(v) (other than those matters set forth on Schedule 10.1(c)) shall not exceed [redacted] (the "**Title and Survey Cap**"). The Title and Survey Cap shall be reduced by the amount of any out-of-pocket costs reasonably expended by Sellers, or expended by Sellers with Buyer's prior written approval, following the Execution Date and prior to the Closing and paid to a third party that is not a Representative of Sellers in order to cure Title and Survey Objections (other than those matters set forth on Schedule 10.1(c)). The aggregate Liability in respect of claims for indemnification pursuant to Section [redacted] and Section [redacted] shall not exceed [redacted] (the "**Seller Cap**"); provided, however, that the foregoing limitation shall not apply with respect to any Losses resulting from, arising out of, relating to or in connection with breaches of, or inaccuracies in, the Seller Fundamental Representations or Seller Significant Representations, and none of such Losses shall count towards the satisfaction of the Seller Cap. [redacted]

(d) MHS's and the Foundation's aggregate Liability in respect of Section 10.1(a)(i) through Section 10.1(a)(vi) shall not exceed the [redacted]. MHS's individual Liability in respect of Section 10.1(a)(i) through Section 10.1(a)(vi) shall not exceed [redacted] (the "**MHS Cap**"). The Foundation's individual Liability in respect of Section 10.1(a)(i) through Section 10.1(a)(vi) shall not exceed [redacted] (the "**Foundation Cap**"). Within fifteen (15) Business Days following the end of each calendar quarter, Seller Representative shall provide Buyer with a report that sets forth the amount of sale proceeds that have been transferred by Sellers to the Foundation as of such calendar quarter. The sum of the MHS Cap and the Foundation Cap shall, at all times, be equal to [redacted].

10.2 Indemnification by Buyer.

(a) From and after the Closing Date, Buyer (or Buyer Guarantor in the event Buyer defaults on its obligations to indemnify MHS or Foundation under this Section 10.2) shall indemnify, defend and hold harmless Sellers, the Seller Affiliates, Foundation, and its and their respective Representatives, managers, shareholders, members, principals, successors, heirs, and assigns

(collectively, the "**Seller Indemnified Parties**") from and against, and pay on behalf of or reimburse each of them for, any and all Losses that any such Seller Indemnified Party incurs as a result of, arising out of, relating to or in connection with: (i) any breach of, or inaccuracy in, any of the representations or warranties made by Buyer in this Agreement or in any other Transaction Document; (ii) any breach, noncompliance, or non-fulfillment of any covenants or other agreements made by Buyer in this Agreement or in any other Transaction Document; (iii) any of the Assumed Liabilities; and (iv) any fraud, intentional misrepresentation or willful or criminal misconduct of Buyer or any Representatives of Buyer.

(b) Buyer and Buyer Guarantor shall have no obligation to indemnify the Seller Indemnified Parties pursuant to Section [redacted], for any Losses unless and until, with respect to any De Minimis Claims, such item or series of related items of Loss is greater than $75,000. Buyer and Buyer Guarantor shall have no obligation to indemnify the Seller Indemnified Parties pursuant to Section [redacted] for any Losses unless and until, and only to the extent that, the aggregate amount of all such Losses incurred or suffered by the Seller Indemnified Parties (excluding De Minimis Claims) exceeds [redacted] (the "**Buyer Threshold**"); provided, however, that the foregoing limitation shall not apply with respect to any Losses resulting from or arising out of breaches of, or inaccuracies in, the Buyer Fundamental Representations. [redacted]

(c) Buyer's and Buyer Guarantor's aggregate Liability in respect of claims for indemnification pursuant to Section [redacted] shall not exceed [redacted] (the "**Buyer Cap**"); provided, however, that the foregoing limitation shall not apply with respect to any Losses resulting from or arising out of breaches of, or inaccuracies in, the Buyer Fundamental Representations, and none of such Losses shall count towards the satisfaction of the Buyer Cap. [redacted]

10.3 Notice and Defense of Third-Party Claims.

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

claim that, if adversely determined, would be reasonably expected, in the good faith judgment of the Indemnified Party, to establish a precedent, custom or practice materially adverse to the continuing business interests or prospects of the Indemnified Party or the Business, (IV) seeks Losses in excess of the amount of the Seller Cap or Buyer Cap, as applicable, (V) involves a claim that, in the good faith judgment of the Indemnified Party, the Indemnifying Party has failed or is failing to vigorously prosecute or defend, or (VI) results in, or could reasonably be expected to result in, under applicable standards of professional conduct, a conflict of interest between the Indemnifying Party and the Indemnified Party in respect of such Third-Party Claim (each of the foregoing, an "**Exception Claim**").

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

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

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

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

10.5 Manner of Payment. Any indemnification payment pursuant to this Article 10 shall be effected by wire transfer of immediately available funds to an account designated by Seller

Representative or Buyer, as the case may be, within five (5) Business Days after the determination of the amount thereof, whether pursuant to a final judgment, settlement or agreement among the Parties; provided, that, to the extent that all or any portion of any indemnification payment to be made to any Buyer Indemnified Party is to be satisfied through funds that remain available in the Escrow Account, Seller Representative and Buyer shall, within five (5) Business Days after the determination of the amount thereof, deliver a joint written instruction to the Escrow Agent instructing the Escrow Agent to release the appropriate portion of the funds in the Escrow Account to an account designated by Buyer. Notwithstanding anything herein to the contrary, Buyer shall seek recovery from the Escrow Account for any indemnification payment pursuant to Section 10.1(a) prior to seeking recovery from MHS or the Foundation.

10.6 Determination of Loss Amount.

(a) The amount of any Losses subject to indemnification pursuant to this Article 10 shall be reduced or reimbursed, as the case may be, by any amount actually received by any Buyer Indemnified Party or any Seller Indemnified Party, as applicable, with respect thereto under any insurance coverage provided by any third party or from any other party alleged to be responsible therefor (net of any deductible or co-payment, the Buyer Indemnified Parties' or Seller Indemnified Parties', as applicable, good faith estimate of any increase in insurance premiums attributable to such recovery and all out of pocket costs related to such recovery). The Buyer Indemnified Parties and the Seller Indemnified Parties, as applicable, shall use commercially reasonable efforts to collect any amounts available under such insurance coverage or from such other party alleged to have responsibility therefor; provided, that in no event shall the Buyer Indemnified Parties or the Seller Indemnified Parties have any obligation to file or commence any Proceeding to collect any such amounts. If a Buyer Indemnified Party or Seller Indemnified Party, as applicable, receives and is entitled to retain an amount under insurance coverage or from such other party with respect to Losses at any time subsequent to any indemnification provided by Sellers pursuant to Section 10.1 or by Buyer pursuant to Section 10.2, then such Buyer Indemnified Party or Seller Indemnified Party, as applicable, shall promptly reimburse Seller Representative or Buyer, as applicable, for any payment made or expense incurred by such Person in connection with providing such indemnification up to the amount received (net of any deductible or co-payment, the Buyer Indemnified Parties' or Seller Indemnified Parties', as applicable, good faith estimate of any increase in insurance premiums attributable to such recovery and all out of pocket costs related to such recovery) by the Buyer Indemnified Party or Seller Indemnified Party, as applicable; provided, that in no event shall any Buyer Indemnified Party or Seller Indemnified Party, as applicable, have any obligation hereunder to remit to Buyer or Sellers, as applicable, any portion of such insurance or other recoveries in excess of the indemnification payment or payments actually received from Buyer or Sellers, as applicable, with respect to such Losses.

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

(c) For purposes of (i) determining whether or not a representation or warranty made by Sellers or Buyer in this Agreement or in any other Transaction Document has been breached or whether an inaccuracy exists with respect thereto, and (ii) calculating the amount of Losses resulting therefrom to which a Buyer Indemnified Party or Seller Indemnified Party is entitled under this Article 10, the terms "material," "materiality," and similar qualifiers, modifiers, or limitations shall be disregarded. Notwithstanding anything in this Agreement to the contrary, this Section 10.6(c) shall not apply to those representations and warranties set forth in the first sentence of Section 4.29 herein.

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

10.7 Exclusive Remedy.

(a) The Parties agree that, from and after the Closing Date, the indemnification provisions set forth in this Article 10 are the exclusive provisions in this Agreement with respect to the Liability of Sellers or Buyer for the breach, inaccuracy or nonfulfillment of any representation or warranty or any pre-Closing covenants, agreements or other pre-Closing obligations contained in this Agreement, and the sole remedy of the Buyer Indemnified Parties and the Seller Indemnified Parties for any claims for breach of any representation or warranty or pre-Closing covenants, agreements or other pre-Closing obligations arising out of this Agreement or any Law or legal theory applicable thereto; provided, that nothing herein shall preclude any Party from (a) seeking any remedy based upon fraud, intentional misrepresentation or willful or criminal misconduct by any other Party (including any fraud, intentional misrepresentation or willful or criminal misconduct committed by any officer, director, manager, Seller Employee or Representative of any Seller in connection with the consummation of the Contemplated Transactions) or (b) enforcing its right to specific performance of post-Closing covenants, agreements or other post-Closing obligations, including pursuant to Section 6.14, Section 7.3, Section 10.10, Section 7.14, or equitable remedies.

(b) Notwithstanding anything to the contrary set forth in this Agreement, the Parties agree that the Seller Indemnified Parties' sole and exclusive remedy with respect to any breach, noncompliance, or non-fulfillment of any of the covenants or other agreements made by Buyer (i) in Sections [redacted] shall be specific performance and injunctive relief (including pursuant to Section 10.10) of such covenants or other agreements, and the Seller Indemnified Parties shall not be entitled to monetary or any other form of relief (other than specific performance) in respect of any such breach, noncompliance, or non-fulfillment, and no Seller Indemnified Party shall have any right to damages, whether actual, consequential, special, incidental or otherwise, in respect of any such breach, noncompliance or non-fulfillment, and (ii) in Section 7.14 (other than Section 7.14(e)) shall be as set forth in Section 7.14 and Section 10.7(a).

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

10.9 Survival.

(a) All representations and warranties contained in or made pursuant to this Agreement or any other Transaction Document shall survive the execution and delivery of this Agreement or such other Transaction Document and the consummation of the Contemplated Transactions. Notwithstanding anything in this Agreement to the contrary, no Seller nor the Foundation will be liable with respect to any claim for indemnification pursuant to [redacted], and Buyer will not be liable

with respect to any claim for indemnification pursuant to [redacted] unless written notice of such claim is delivered to Seller Representative or Buyer, as the case may be, prior to the applicable Survival Expiration Date (if any). For purposes of this Agreement, the term "**Survival Expiration Date**" shall mean the date that is [redacted] after the Closing Date; provided that (i) with respect to the Seller Fundamental Representations and the Buyer Fundamental Representations, there shall be no Survival Expiration Date and such representations and warranties shall survive the Closing indefinitely; and (ii) with respect to the Seller Significant Representations and those representations set forth in [redacted], the Survival Expiration Date shall be the ninetieth (90th) day after the expiration of the applicable statute of limitations, including any extensions thereto to the extent that such statute of limitations is tolled.

(b) The Parties agree that so long as written notice is given on or prior to the Survival Expiration Date with respect to any such claim, all representations and warranties related to such claim shall continue to survive until such claim is finally resolved. For the avoidance of doubt, (i) each covenant, agreement, and obligation set forth in this Agreement or in any other Transaction Document, other than those set forth in Section 6.2 and Section 6.4(a)(i) in this Agreement, shall survive the Closing until fully performed or observed in accordance with its terms, (ii) this Section 10.9 shall not affect any rights to bring claims after the Survival Expiration Date based on (A) any covenant or agreement of the Parties which contemplates performance after the Closing, other than those set forth in Section 6.2 and Section 6.4(a)(i) in this Agreement, (B) the obligations of MHS and Foundation under Sections 10.1(a)(ii)-(vi), or (C) the obligations of Buyer under Sections 10.2(a)(ii)-(iv), and (iii) no Seller nor the Foundation nor Seller Representative will be liable with respect to any claim for indemnification in relation to the covenants, agreements, and obligations set forth in Section 6.2 and Section 6.4(a)(i) in this Agreement, unless written notice of such claim is delivered to Seller Representative prior to the Survival Expiration Date.

10.10 Specific Performance.

(a) The Parties agree that irreparable damage would occur in the event that any of the provisions of this Agreement were not performed in accordance with their specific terms or were otherwise breached. Accordingly, each Party agrees that, in the event of any breach or threatened breach by any other Party of any covenant or obligation contained in this Agreement, the non-breaching Party shall be entitled (in addition to any other equitable remedy that may be available to it and in addition to the right to seek indemnification pursuant to this Article 10) to seek and obtain, without proof of actual damages, (i) a decree or other Order of specific performance to enforce the observance and performance of such covenant or obligation, and (ii) an injunction restraining such breach or threatened breach.

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

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

Release Date minus (c) any funds required to remain in the Escrow Account pursuant to the terms of the Transition Services Agreement.

11. TAX MATTERS.

11.1 Allocation of Purchase Price. The Parties agree that Buyer shall prepare an allocation ("**Allocation**") of an amount totaling the sum of the (a) Purchase Price, (b) Assumed Liabilities and (c) all other capitalized costs under this Agreement, first among each of Sellers and then among the Purchased Assets of each Seller, in accordance with Section 1060 of the Code and the Treasury Regulations thereunder (and any similar provisions of state or local Law, as appropriate) and any appraisals and valuations obtained by Buyer. Buyer shall deliver a draft of such Allocation to Seller Representative on the later of (i) within one hundred eight (180) calendar days after the Closing Date or (ii) within sixty (60) calendar days after the date upon which the Purchase Price is finally determined pursuant to Section 2.8 for its review and comment. Seller Representative shall provide any comments it may have to Buyer within thirty (30) days of the receipt of such draft Allocation and Buyer and Seller Representative shall seek to resolve any differences that they may have with respect to such comments. To the extent Seller Representative does not provide comments within thirty (30) days, Seller Representative will be deemed to accept the draft Allocation as final. If Buyer and Seller Representative are not able to resolve their differences within thirty (30) days of Buyer receiving such comments, then Buyer and Seller Representative shall promptly mutually engage and submit for Final and Binding resolution any and all matters related to such Allocation that remain in dispute to the Accounting Firm. The Accounting Firm's determination will be based solely upon information presented by Buyer and Seller Representative, and not on the basis of independent review. Buyer and Seller Representative shall cause the Accounting Firm to deliver to Buyer and Seller Representative as promptly as practicable (but in any event within thirty (30) days of its retention) a written report setting forth its determination of the amounts in dispute. Absent manifest error, the written report prepared by the Accounting Firm shall be Final and Binding on Buyer and Sellers and judgment upon the determination set forth in such written report may be entered in any court of competent jurisdiction of the United States. Buyer and Seller Representative shall each be responsible for the fees and expenses of the Accounting Firm pro rata, as between Buyer, on the one hand, and Seller Representative, on the other hand, in proportion to the relative difference between the positions taken by Buyer and Seller Representative compared to the determination of the Accounting Firm. All other fees and expenses incurred in connection with the dispute resolution process set forth in this Section 11.1, including fees and expenses of attorneys and accountants, shall be borne and paid by the Party incurring such expense. Sellers and Buyer shall report and file all Tax Returns (including IRS Form 8594) in all respects and for all purposes consistent with such Allocation as agreed to between Seller Representative and Buyer or as finally determined by the Accounting Firm, as applicable. Sellers shall timely and properly prepare, execute, file and deliver all such documents, forms and other information as Buyer may reasonably request to prepare such Allocation. Neither Buyer nor Sellers shall take any position (whether in audits, Tax Returns or otherwise in connection with Tax matters) that is inconsistent with such Allocation, unless required to do so by applicable Laws. Any adjustments to the Purchase Price pursuant to this Agreement shall be allocated in a manner consistent with the Allocation, and any disagreements regarding such adjustments or allocations relating to such adjustments shall be subject to Section 2.8 herein.

11.2 Tax Returns.

(a) Sellers shall prepare and file or cause to be prepared and filed on a timely basis all Tax Returns relating to the Purchased Assets and the Business with respect to all taxable periods ending prior to the Effective Time and all Tax Returns of MHP and Healthy for all taxable periods ending on (or prior to) the day that includes the Effective Time. Seller Representative shall deliver or cause to be delivered a copy of such Tax Returns prepared by Sellers that are filed after the Effective Time to Buyer

prior to the due date (including any extensions) of any such Tax Return for Buyer's review and comment. Sellers shall be responsible for and shall pay any Taxes arising or resulting from or in connection with the ownership of the Purchased Assets and operation of the Business for all taxable periods (or portion thereof) ending prior to the Effective Time and all Taxes with respect to MHP and Healthy for all taxable periods ending on (or prior to) the day that includes the Effective Time. Sellers shall not consent, without the prior written consent of Buyer, to any change in the treatment of any item with respect to the Purchased Assets or the Business that would affect the Tax Liability of Buyer for a taxable period commencing as of or after the Effective Time.

(b) Buyer shall prepare and file or cause to be prepared and filed all Tax Returns required to be filed with respect to the Purchased Assets and the Business for all taxable periods beginning prior to the Effective Time and ending after the Effective Time (a "**Straddle Period**") and all taxable periods beginning on or after the Effective Time. Buyer shall provide the Seller Representative with a draft of any Straddle Period Tax Return twenty (20) days prior to the due date of such Tax Returns for Seller Representative's review and comment. Seller Representative shall provide any comments it may have to Buyer and Buyer and Seller Representative shall seek to resolve any differences that they may have with respect to such comments. To the extent Seller Representative does not provide comments within fifteen (15) days, Seller Representative will be deemed to accept the draft Straddle Period Tax Return as final. If Buyer and Seller Representative are not able to resolve their differences prior to the due date of such Straddle Period Tax Return, then Buyer shall file such Tax Return in accordance with Buyer's draft and Buyer and Seller Representative shall promptly mutually engage and submit for Final and Binding resolution any and all matters related to such Tax Return that remain in dispute to the Accounting Firm. The Accounting Firm's determination will be based solely upon information presented by Buyer and Seller Representative, and not on the basis of independent review. Buyer and Seller Representative shall cause the Accounting Firm to deliver to Buyer and Seller Representative as promptly as practicable (but in any event within thirty (30) days of its retention) a written report setting forth its determination of the amounts in dispute. Absent manifest error, the written report prepared by the Accounting Firm shall be Final and Binding on Buyer and Sellers and judgment upon the determination set forth in such written report may be entered in any court of competent jurisdiction of the United States. Buyer shall then file an amended Straddle Period Tax Return in accordance with the Accounting Firm's written report. Buyer and Seller Representative shall each be responsible for the fees and expenses of the Accounting Firm pro rata, as between Buyer, on the one hand, and Seller Representative, on the other hand, in proportion to the relative difference between the positions taken by Buyer and Seller Representative compared to the determination of the Accounting Firm. All other fees and expenses incurred in connection with the dispute resolution process set forth in this Section 11.1, including fees and expenses of attorneys and accountants, shall be borne and paid by the Party incurring such expense. Buyer shall notify Seller Representative of Buyer's calculation of Sellers' share of the Taxes for any such Straddle Periods and Seller Representative shall promptly pay to Buyer (in cash or other immediately available funds) the amount of Sellers' share of the Tax Liability for the portion of the Straddle Period ending as of the Effective Time, as determined pursuant to Section 11.2(c).

(c) In order to apportion appropriately any Taxes relating to a Straddle Period, the Parties shall, to the extent required or permitted under applicable Laws, treat the calendar day immediately preceding the day in which the Effective Time occurs as the last day of the taxable year or period for all Tax purposes. With respect to such prorated Taxes, the portion of any Taxes that are allocable to the portion of the Straddle Period ending on the calendar day immediately preceding the day in which the Effective Time occurs shall be: (i) in the case of Taxes that are imposed on a periodic basis, deemed to be the amount of such Taxes for the entire period multiplied by a fraction the numerator of which is the number of calendar days in the Straddle Period ending on (and including) the calendar day immediately preceding the day in which the Effective Time occurs and the denominator of which is the number of calendar days in the entire relevant Straddle Period; and (ii) in the case of Taxes not described

in (i) (such as (A) Taxes that are based upon or measured by income or receipts or imposed in connection with any sale or other transfer or assignment of property (real or personal, tangible or intangible) and (B) payroll and similar Taxes), deemed equal to the amount that would be payable if the taxable year or period ended on the calendar day immediately preceding the day in which the Effective Time occurs.

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

11.4 Tax Proceedings. After the Effective Time, with respect to any Proceeding relating to Taxes with respect to the Purchased Assets or the Business (collectively, a "**Tax Proceeding**") for any taxable period, such Tax Proceeding shall be controlled by Buyer. For any Tax Proceeding for any taxable period ending prior to the Effective Time, Buyer shall immediately notify Seller Representative in writing of such Tax Proceeding, and Sellers may (at their sole cost and expense) (a) participate in the defense of such Tax Proceeding that is controlled by Buyer, or (b) assume the defense of such Tax Proceeding. If a Seller assumes such defense, such Seller shall (x) permit Buyer, at Buyer's option and its sole cost and expense, to participate in such Tax Proceeding, (y) keep Buyer reasonably and timely informed of the progress of such Tax Proceeding, and (z) provide Buyer with copies of any submissions, documents, or agreements relating to such Tax Proceeding for its review and comment. No Seller shall consent to the entry of any judgment or enter into any settlement of any Tax Proceeding without the prior written consent of Buyer, which consent shall not be unreasonably withheld, delayed or conditioned.

11.5 Transfer Taxes. All Transfer Taxes incurred in connection with the Contemplated Transactions shall be paid in accordance with Section 13.8 when due, and all necessary Tax Returns and other documentation with respect to such Transfer Taxes shall be prepared and filed by the Party required to file such Tax Returns under applicable Laws.

12. TERMINATION.

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

(a) By mutual written consent of Buyer and Seller Representative;

(b) By either Buyer or Seller Representative upon delivery of written notice to the other if the Closing has not occurred on or before [redacted] (the "**End Date**"); provided, that neither Buyer nor Seller Representative will be entitled to terminate this Agreement pursuant to this Section 12.1(b) if such Person's material breach of, or material failure to fulfill any obligation under, this Agreement or any other Transaction Document has been the principal cause of the failure of the Closing to occur on or prior to such time on the End Date;

(c) By Buyer upon delivery of written notice to Seller Representative, if there has been a breach of any representation, warranty, covenant or agreement made by any Seller in this Agreement or in any other Transaction Document, which breach (i) would give rise to the failure of a

condition set forth in Article 8 to be satisfied and (ii) (A) cannot be cured by the End Date or (B) if capable of being cured, shall not have been cured by the earlier of (1) thirty (30) calendar days following receipt of written notice from Buyer of such breach or (2) the date that is three (3) calendar days prior to the End Date;

(d) By Seller Representative upon delivery of written notice to Buyer, if there has been a breach of any representation, warranty, covenant or agreement made by Buyer in this Agreement or in any other Transaction Document, which breach (i) would give rise to the failure of a condition set forth in Article 10 to be satisfied and (ii) (A) cannot be cured prior to the End Date or (B) if capable of being cured, shall not have been cured by the earlier of (1) thirty (30) calendar days following receipt of written notice from Seller Representative of such breach or (2) the date that is three (3) calendar days prior to the End Date;

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

(f) By Buyer upon delivery of written notice to Seller Representative if a Material Adverse Effect shall have occurred; or

(g) By Buyer in accordance with Section 6.15.

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

13. GENERAL.

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

If to Seller Representative:

c/o Chair of the Board of Directors
Mission Health System, Inc.
509 Biltmore Avenue
Asheville, North Carolina 28801
Attention: _____
Facsimile: _____
Email: _____

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

Mission Health System, Inc.
509 Biltmore Avenue
Asheville, North Carolina 28801
Attention: Donald R. Esposito, Jr.
Facsimile: (828) 274-6971
Email: Don.Esposito@msj.org

If to Foundation:

Dogwood Health Trust
40 Seminole Street
Asheville, North Carolina 28803
Attention: Chair of the Board of Directors
Facsimile: _____
Email: _____

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

Drinker Biddle & Reath, LLP
191 N. Wacker Drive, Ste. 3700
Chicago, Illinois 60606-1698
Attention: Neil Olderman
Facsimile: (312) 569-3000
Email: neil.olderman@dbr.com

Robinson Bradshaw
101 N. Tryon Street, #1900
Charlotte, North Carolina 28246
Attention: Haynes Lea
Facsimile: (704) 373-3904
Email: hlea@robinsonbradshaw.com

c/o Board of Directors
Mission Health System, Inc.
509 Biltmore Avenue
Asheville, North Carolina 28801
Attention: _____
Facsimile: _____
Email: _____

If to Buyer:

c/o HCA Healthcare, Inc.
One Park Plaza, Bldg. 1
Nashville, TN 37203
Attention: Senior Vice President
and Chief Development Officer
Facsimile: (615) 344-2824
Email: joe.sowell@hcahealthcare.com

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

HCA Healthcare, Inc.
One Park Plaza, Bldg. 1
Nashville, TN 37203
Attention: General Counsel
Facsimile: (615) 344-1531
Email: bob.waterman@hcahealthcare.com

Debevoise & Plimpton LLP
919 Third Avenue
New York, NY 10022
Attention: Kevin A. Rinker; Jennifer L. Chu
Facsimile: (212) 521-7569; (212) 521-7005
Email: karinker@debevoise.com; jlchu@debevoise.com

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

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

13.3 Arbitration. The Parties agree that all disagreements, disputes or claims arising out of or relating to this Agreement or the Contemplated Transactions that cannot be settled by the relevant Parties, including any claims for injunctive relief, shall be settled by arbitration in accordance with the provisions set forth below.

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

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

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

(d) Selection; Notice. In the case of one or more claims or disputes under this Agreement for which the amount in controversy, whether for an individual claim or dispute or in the aggregate as to multiple claims or disputes, is less $500,000.00, the Parties agree to submit such claims or disputes to a single arbitrator, to be chosen in the manner prescribed below. In the event the amount in

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

(i) If any Person determines to submit a dispute for arbitration pursuant to this Section 13.3, such Person shall furnish the other parties to the dispute with a dated, written statement (the "**Arbitration Notice**") indicating (A) such Person's intent to commence arbitration Proceedings, (B) the nature, with reasonable detail, of the dispute and (C) the remedy or remedies such Person will seek.

(ii) Where the Parties use a single arbitrator, within twenty (20) days of the Arbitration Notice, the Parties shall select a single arbitrator from a list of members of the AAA's National Panel of Commercial Arbitrators. Such arbitrator must be "neutral" and must have at least fifteen (15) years' experience in merger and acquisition transactions. If the Parties do not reach agreement on the selection of a single arbitrator within the twenty (20) day period, the AAA shall have the right to make such selection upon the request of any Party to the arbitration Proceedings. Where the Parties use a board of arbitrators, within twenty (20) days of the date of the Arbitration Notice, the Person commencing the arbitration (collectively, the "**Petitioner**") and the Party with whom the Petitioner has its dispute (collectively, the "**Respondent**") shall each select one qualifying arbitrator (and provide written notice of such selection to the Respondent and Petitioner). A "qualifying" arbitrator is a Person who is not (A) an Affiliate of either the Petitioner or Respondent or (B) counsel to any such Person at such time. If either the Petitioner or Respondent fails to select a qualifying arbitrator or provide such notice within the twenty (20) day period, the AAA shall have the right to make such selection upon the request of any Party to the arbitration Proceedings. (Such qualifying arbitrators hereafter may be referred to, respectively, as the "**First Arbitrator**" and the "**Second Arbitrator**"). Within ten (10) days following their selection, the First 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 fifteen (15) years' experience in merger and acquisition transactions. For purposes of this Section 13.3, a "neutral" arbitrator shall be a Person who would not be subject to disqualification under rule No. 18 of the AAA Rules.

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

(f) Award. The award rendered by arbitration shall be Final and Binding 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.

13.4 Benefit; Assignment; Delegation. Subject to provisions herein to the contrary, this Agreement shall inure to the benefit of and be binding upon the Parties and their respective legal representatives, successors and permitted assigns and delegates. No Party may assign any of its rights hereunder or delegate any of its duties hereunder without the prior written consent of the other Parties;

provided, however, that Buyer, without the prior consent of Seller Representative, may assign any of its rights hereunder or delegate any of its duties hereunder to Buyer's Affiliates, or, for collateral security purposes, to Persons providing financing to Buyer or any of its Affiliates, but in such event, Buyer shall be required to remain obligated hereunder in the same manner as if such assignment or delegation had not been effected; provided, further, that following the Closing any Seller, with written notice to Buyer but without the prior consent of Buyer, may assign any of its rights hereunder or delegate any of its duties hereunder to the Foundation, but in such event, such Seller shall be required to remain obligated hereunder in the same manner as if such assignment or delegation had not been effected.

13.5 Waiver of Jury Trial. EACH OF THE PARTIES HEREBY IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE CONTEMPLATED TRANSACTIONS.

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

13.7 Reproduction of Documents. This Agreement and the other Transaction Documents, including (a) consents, waivers and modifications which may hereafter be executed, (b) the documents delivered at the Closing, and (c) financial statements, certificates and other information previously or hereafter furnished to Sellers or to Buyer, may, subject to the provisions of Section 6.14 and Section 7.3(a), be reproduced by Sellers and by Buyer by any photographic, photostatic, microfilm, micro-card, miniature photographic or other similar process, and Sellers and Buyer may destroy any original documents so reproduced. Sellers and Buyer agree and stipulate that any such reproduction shall be admissible in evidence as the original itself in any judicial, arbitral or administrative Proceeding (whether or not the original is in existence and whether or not such reproduction was made by Sellers or Buyer in the regular course of business) and that any enlargement, facsimile or further reproduction of such reproduction shall likewise be admissible in evidence.

13.8 Cost of Transaction. Except as otherwise provided herein, the Parties agree as follows:

(a) whether or not the Contemplated Transactions shall be consummated, Sellers will pay (i) the fees, expenses and disbursements of Sellers and their respective Representatives incurred in connection with the subject matter hereof and any amendments hereto; and (ii) the premium, fees and expenses associated with the Commitments and the Title Policy;

(b) whether or not the Contemplated Transactions shall be consummated, Buyer will pay the fees, expenses and disbursements of Buyer and its Representatives incurred in connection with the subject matter hereof and any amendments hereto; and

(c) notwithstanding clauses (a) and (b) above, the fees and expenses associated with any documentary stamps, Transfer Taxes, recording fees and similar Closing costs relating to the transfer of the Real Property and the Commitments shall be borne 50% by Buyer, on the one hand, and 50% by Sellers, on the other hand.

13.9 Waiver of Breach. The waiver by any Party of a breach or violation of any provision of this Agreement shall not operate as, or be construed to constitute, a waiver of any subsequent breach of the same or other provision hereof.

13.10 Severability. If any provision of this Agreement is held to be illegal, invalid or unenforceable under any present or future Law, and if the rights or obligations of Buyer or Sellers under this Agreement will not be materially and adversely affected thereby, (a) such provision will be fully severable, (b) this Agreement will be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part hereof, (c) the remaining provisions of this Agreement will remain in full force and effect and will not be affected by the illegal, invalid or unenforceable provision or by its severance herefrom, and (d) in lieu of such illegal, invalid or unenforceable provision, there will be added automatically as a part of this Agreement a legal, valid and enforceable provision as similar in terms to such illegal, invalid or unenforceable provision as may be possible.

13.11 No Inferences; Sophisticated Parties. Each Party acknowledges and agrees to the following: (a) all of the Parties are sophisticated and represented by experienced healthcare and transactional counsel in the negotiation and preparation of this Agreement; (b) this Agreement is the result of lengthy and extensive negotiations between the Parties and an equal amount of drafting by all Parties; (c) this Agreement embodies the justifiable expectations of sophisticated parties derived from arm's-length negotiations; and (d) no inference in favor of, or against, any Party shall be drawn from the fact that any portion of this Agreement has been drafted by or on behalf of such Party.

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

13.13 No Third-Party Beneficiaries. The terms and provisions of this Agreement are intended solely for the benefit of Buyer, Sellers, Foundation, Seller Indemnified Parties with respect to Article 10, the Buyer Indemnified Parties with respect to Article 10, and such parties' respective permitted successors, assigns, or delegates, and it is not the intention of the Parties to confer, and, this Agreement shall not confer, third-party beneficiary rights upon any other Person. The Foundation shall have the right to enforce the obligations of Buyer set forth in Article 7 on behalf of Sellers, subject to any conditions and limitations in this Agreement.

13.14 Entire Agreement; Amendment. This Agreement, together with the other Transaction Documents and the Confidentiality Agreement, represent the entire agreement between the Parties with respect to the subject matter of this Agreement and supersede all prior or contemporaneous oral or written understandings, negotiations, letters of intent or agreements between the Parties. This Section 13.14 shall be deemed a "merger" clause under Delaware Law, and this Agreement (together with the other Transaction Documents and the Confidentiality Agreement) is intended as a complete integration of the agreement of the Parties. No modifications of, amendments to, or waivers of any rights or duties under this Agreement shall be valid or enforceable unless and until made in writing and signed by all Parties; provided that Buyer and the Seller Representative may mutually amend the Schedules to designate any Contract as an Assumed Contract (and to add such Assumed Contract to Schedule 8.8, if applicable) in the event that all of the actions with respect to such Contract are satisfied pursuant to Section 3(a) of the Letter Agreement.

13.15 Multiple Counterparts. This Agreement may be executed in any number of counterparts, each and all of which shall be deemed an original and all of which together shall constitute but one and the same instrument. The facsimile signature of any Party or other Person to this Agreement or any other Transaction Document or a PDF copy of the signature of any Party or other Person to this

Agreement or any other Transaction Document delivered by electronic mail for purposes of execution or otherwise, is to be considered to have the same binding effect as the delivery of an original signature on an original contract.

13.16 Other Owners of Purchased Assets. The Parties acknowledge that certain Purchased Assets may be owned by one or more Seller Affiliates rather than Sellers. Notwithstanding the foregoing, and for purposes of all representations, warranties, covenants and agreements contained herein, Sellers agree that (a) their obligations with respect to any Purchased Assets shall be joint and several with any Seller Affiliate which owns or controls such Purchased Assets, (b) the representations and warranties herein, to the extent applicable, shall be deemed to have been made by, on behalf of and with respect to, such Seller Affiliates in their ownership capacity, and (c) they have the legal capacity to cause, and they shall cause, any Seller Affiliate that owns or controls any Purchased Assets to meet all of Sellers' obligations under this Agreement with respect to such Purchased Assets. Sellers hereby waive any defense to a claim made by Buyer under this Agreement based on the failure of any Person who owns or controls the Purchased Assets to be a Party.

13.17 Schedule Preparation. Based on its due diligence review of the Business and the Purchased Assets, Buyer, with the approval of Sellers, prepared the initial drafts of 4.19(a), 4.22(c) and 4.22(d) (the "Draft Schedules") for the review, comment and revision by Sellers for the purpose of reducing costs and to expedite the consummation of the Contemplated Transaction. Sellers acknowledge and agree that (a) Sellers have had ample opportunity to review, analyze and revise the Draft Schedules and (b) Sellers are solely responsible for the Draft Schedules in their final form being complete and fully accurate. Accordingly, Buyer's participation in the preparation of the Draft Schedules, and the review and comment on any of the Schedules, shall not in any manner or to any extent limit any Liability that Sellers may have to Buyer under this Agreement or the other Transaction Documents, whether or not arising from or related to the incompleteness or inaccuracy of any Schedule.

[SIGNATURE PAGE FOLLOWS]

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

SELLERS:

MISSION HEALTH SYSTEM, INC.

By: _____
Name: _____
Title: _____

MISSION HOSPITAL, INC.

By: _____
Name: _____
Title: _____

MISSION MEDICAL ASSOCIATES, INC.

By: _____
Name: _____
Title: _____

MISSION IMAGING SERVICES, LLC

By: _____
Name: _____
Title: _____

BLUE RIDGE REGIONAL HOSPITAL, INC.

By: _____
Name: _____
Title: _____

TRANSYLVANIA COMMUNITY HOSPITAL INC.

By: _____
Name: _____
Title: _____

ANGEL MEDICAL CENTER, INC.

By: _____
Name: _____
Title: _____

MSJHS AND CCP JOINT DEVELOPMENT COMPANY, LLC D/B/A ASHEVILLE SPECIALTY HOSPITAL

By: _____
Name: _____
Title: _____

THE MCDOWELL HOSPITAL, INC.

By: _____
Name: _____
Title: _____

COMMUNITY CAREPARTNERS, INC.

By: _____
Name: _____
Title: _____

HIGHLANDS-CASHIERS HOSPITAL, INC.

By: _____
Name: _____
Title: _____

WNC CARESOURCE, LLC

By: _____
Name: _____
Title: _____

AVENU HEALTH, INC.

By: _____
Name: _____
Title: _____

MCDOWELL HOSPITAL IMAGING SERVICES, LLC

By: _____
Name: _____
Title: _____

MISSION COMMUNITY ANESTHESIOLOGY SPECIALISTS, LLC

By: _____
Name: _____
Title: _____

TRANSYLVANIA PHYSICIAN SERVICES, INC.

By: _____
Name: _____
Title: _____

TRANSYLVANIA SERVICES, INC.

By: _____
Name: _____
Title: _____

TRANSYLVANIA HOSPITAL IMAGING SERVICES, LLC

By: _____
Name: _____
Title: _____

HIGHLANDS-CASHIERS PHYSICIAN SERVICES, INC.

By: _____
Name: _____
Title: _____

THE ECKERD LIVING CENTER LLC

By: _____
Name: _____
Title: _____

FOUNDATION:

DOGWOOD HEALTH TRUST

By: _____
Name: _____
Title: _____

BUYER: **MH MASTER HOLDINGS, LLLP**

By: MH HOSPITAL MANAGER, LLC, its general partner

By: _____
Name: _____
Title: _____

BUYER GUARANTOR: **HTI HOSPITAL HOLDINGS, INC.**

By: _____
Name: _____
Title: _____