

AFFILIATION AGREEMENT

BY AND BETWEEN

CHAPTERS HEALTH SYSTEM, INC.

AND

THE NATHAN ADELSON HOSPICE

Dated as of October 24, 2024

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AFFILIATION AGREEMENT

THIS AFFILIATION AGREEMENT (the “Agreement”) is made and entered into to be effective as of October 24, 2024 (the “Execution Date”), by and among Chapters Health System, Inc., a Florida not for profit corporation (“Chapters”) and The Nathan Adelson Hospice, a Nevada nonprofit corporation (“NAH”). Chapters and NAH are collectively referred to herein as the “Parties” and each is referred to herein as a “Party”). Nathan Adelson Hospice Foundation, a Nevada nonprofit corporation (“Foundation”), consents to and joins in this Agreement for the purposes set forth in the Consent and Joinder attached to and made a part of this Agreement.

RECITALS

A. WHEREAS, NAH owns and operates a nonprofit hospice licensed to operate in the Counties of Clark and Nye, State of Nevada; and

B. WHEREAS, NAH and the NAH Affiliates desire to become component members of the Chapters health system;

C. WHEREAS, Chapters owns and operates not for profit hospices through its Affiliates in several states throughout the United States;

D. WHEREAS, Chapters and NAH have reviewed each other’s mission statements and believe that there is fundamental alignment and compatibility in such statements; and

E. WHEREAS, the Parties believe that an affiliation between Chapters and the NAH Parties (the “Transaction”) will allow them to accomplish a number of mutual goals, including the following:

- (a) Preservation of the comprehensive, community-based, not for profit hospice care;
- (b) Promotion of best practices in the provision of hospice, home health and other healthcare services;
- (c) Development and implementation of enhanced quality care systems and oversight;
- (d) Efficient management of key areas of operation;
- (e) Cost effective management of key administrative functions;
- (f) Cost effective and efficient purchasing and distribution of supplies and pharmaceuticals;
- (g) Effective public policy development;
- (h) Increased opportunities for research, analysis and planning for health care innovation;
- (i) Minimize disruption to patients and employees; and

- (j) Enhanced understanding, preparedness and leadership in future health care delivery reform.

NOW, THEREFORE, for and in consideration of the premises, the agreements, covenants, representations and warranties herein set forth, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and intending to be legally bound hereby, the Parties hereto agree as follows:

ARTICLE 1

DEFINITIONS; INCORPORATION OF RECITALS

1.1 Definitions.

In addition to the terms defined elsewhere in this Agreement, the terms defined below as used in this Agreement (including the above-referenced recitals) shall have the following meanings:

“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.

“Agreement” means this Agreement as may be amended or supplemented together with all Exhibits and Schedules attached or delivered with respect hereto or expressly incorporated herein by reference.

“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.

“Benefit Program and Agreement” is defined in Section 4.20(a)(ii).

“Business” means the ownership and operation of the NAH Assets, and all assets and operations ancillary to or associated with any of the foregoing, as currently conducted as of the date hereof and as of the Effective Time.

“CERCLA” means the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended by the Superfund Amendments and Reauthorization Act of 1986, 42 U.S.C. §§ 9601 et seq.

“Chapters” is defined in the preamble in this Agreement.

“Chapters Board” means the Chapters Board of Directors.

“Chapters Historical Financial Information” is defined in Section 5.4(a) of this Agreement.

“Chapters West” refers to a group of not for profit hospices, comprised of NAH, Willamette Valley Hospice, Inc., d/b/a Willamette Vital Health, Hospice East Bay and Hospice of Santa Cruz County, operating in the western United States which the Parties anticipate will affiliate with Chapters.

“Closing” is defined in Section 3.1.

“Closing Date” is defined in Section 3.1.

“CMS” means the Centers for Medicare and Medicaid Services.

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

“Code” means the Internal Revenue Code of 1986, as amended, and the Treasury Regulations.

“Confidentiality Agreement” is defined in Section 11.2.

“Contract” means any legally binding oral or written commitment, contract, lease (including Tenant Leases and Third Party Leases), sublease, license, sublicense or other agreement of any kind relating to the Business, the NAH Assets or the operation thereof to which a NAH Party is a party or by which any of the NAH Assets is bound.

“Disaffiliation” is defined in Section 10.3(c).

“EEOC” means the Equal Employment Opportunity Commission.

“Effective Time” is defined in Section 3.1.

“Encumbrance” means any claim, charge, easement, encumbrance, encroachment, security interest, mortgage, lien or pledge, whether imposed by Contract, Law, equity or otherwise.

“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, pumping, leakage, migration, abandonment, release or threatened release of any Hazardous Materials, into the environment; (b) the on-site treatment, storage, disposal or other handling of any Hazardous Material originating on or from the Real Property; (c) the placement of structures or materials into waters of the United States; (d) the presence of any Hazardous Materials in any building, structure or workplace or on any portion of the Real Property; or (e) any violation of Environmental Laws at or on any part of the Real Property or arising from the activities of the NAH Parties or any other Person involving Hazardous Materials.

“Environmental Laws” means any applicable Law, and any Governmental Order or binding agreement with any Governmental Authority: (a) relating to pollution (or the cleanup thereof) or the protection of natural resources, endangered or threatened species, human health or safety, or the environment; (b) concerning the presence of, exposure to, or the management,

manufacture, use, containment, storage, recycling, reclamation, reuse, treatment, generation, discharge, transportation, processing, production, disposal or remediation of any Hazardous Materials; or (c) relating to the use, handling, storage, treatment, and disposal of medical, radiological and biological wastes. The term "**Environmental Law**" includes, without limitation, the following (including their implementing regulations and any state analogs): CERCLA; the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976, as amended by the Hazardous and Solid Waste Amendments of 1984, 42 U.S.C. §§ 6901 et seq.; the Federal Water Pollution Control Act of 1972, as amended by the Clean Water Act of 1977, 33 U.S.C. §§ 1251 et seq.; the Toxic Substances Control Act of 1976, as amended, 15 U.S.C. §§ 2601 et seq.; the Emergency Planning and Community Right-to-Know Act of 1986, 42 U.S.C. §§ 11001 et seq.; and the Clean Air Act of 1966, as amended by the Clean Air Act Amendments of 1990, 42 U.S.C. §§ 7401 et seq., the Hazardous Material Transportation Act, 49 U.S.C. §§ 1801-1813, the Federal Insecticide, Fungicide, and Rodenticide Act, 7 U.S.C. § 136 et seq., the Occupational Safety and Health Act, 29 U.S.C. § 651 et seq. and all state and local environmental laws and regulations.

"**ERISA**" means the Employee Retirement Income Security Act of 1974, as amended, and the regulations promulgated thereunder.

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

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

"**Facilities**" means any healthcare facility owned, operated, managed or leased by NAH or any of the NAH Affiliates.

"**Foundation**" means the Nathan Adelson Hospice Foundation.

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

"**FTC Red Flags Rule**" shall mean the regulations set forth in 16 C.F.R. Part 681.

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

"**Government Programs**" means Medicare, Medicaid, and CHAMPUS/TRICARE.

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

"**Governing Documents**" means the documents by which any Person (other than an individual) establishes its legal existence or which govern its internal affairs, including, without limitation, articles of incorporation, bylaws, articles of organization, regulations, limited liability company agreements, operating agreements, partnership agreements, certificates of limited partnership, or similar documents, instruments, or agreements relating to the legal existence or governance of the internal affairs of such Person.

“Hazardous Materials” means (a) any material, substance, chemical, waste, product, derivative, compound, mixture, solid, liquid, mineral or gas, in each case whether naturally occurring or man-made, that is hazardous, acutely hazardous, toxic, or words of similar import or regulatory effect under Environmental Laws; (b) any petroleum or petroleum-derived products, radon, radioactive materials or wastes, asbestos in any form, lead or lead-containing materials, urea formaldehyde foam insulation, per- and polyfluoroalkyl substances, medical waste, mold and polychlorinated biphenyls; and (c) any chemical, material or substance which is prohibited, limited or regulated under any Environmental Law.

“Healthcare Laws” means Title XVIII of the Social Security Act, 42 U.S.C. §§ 1395-1395hhh (the Medicare statute), including specifically, the Ethics in Patient Referrals Act, as amended (the Stark Law), 42 U.S.C. § 1395nn; Title XIX of the Social Security Act, 42 U.S.C. §§ 1396-1396v (the Medicaid statute); the Federal Health Care Program Anti-Kickback Statute, 42 U.S.C. § 1320a-7b(b); the False Claims Act, 31 U.S.C. §§ 3729-3733 (as amended); the Program Fraud Civil Remedies Act, 31 U.S.C. §§ 3801-3812; the Anti-Kickback Act of 1986, 41 U.S.C. §§ 8701-8707; the Civil Monetary Penalties Law, 42 U.S.C. §§ 1320a-7a; the Exclusion Laws, 42 U.S.C. § 1320a-7; HIPAA; the HITECH Act, all Legal Requirements relating to the provision of, or billing or payment for health care items or services, or relating to health care information; and all implementing regulations, rules, ordinances, judgments and order applicable to any Party, as the context of the Agreement may require; and any similar state and local statutes, regulations, rules, ordinances, judgments and orders applicable to any Party as the context of the Agreement may require; and all federal, state and local licensing, certificate of need, regulatory and reimbursement, corporate practice of medicine and fee splitting regulations, rules, ordinances, orders and judgments applicable to any Party, as the context of the Agreement may require, all of the foregoing as enacted or in effect as of the Closing Date.

“HIPAA” means the Health Insurance Portability and Accountability Act of 1996 (Pub. Law 104-191), as amended from time to time, and the regulations promulgated thereunder.

“HITECH” means the Health Information Technology for Economic Clinical Health Act, Division A, Title XIII § 1301 et seq. of the American Recovery and Reinvestment Act of 2009, as amended from time to time.

“Immigration Act” means the Immigration Reform and Control Act of 1986, as amended, and the regulations promulgated thereunder.

“Information Privacy or Security Laws” means HIPAA and any other governing Law concerning the privacy or security of Personal Information, including state data breach notification laws, state health information privacy laws, the FTC Act, the FTC Red Flags Rule and state consumer protection laws.

“Integration Committee” is defined in Section 7.16.

“Integration Period” is defined in Section 7.16.

“Integration Plan” is defined in Section 7.16.

“Intellectual Property” means, to the extent owned, licensed or used by NAH or any of the NAH Affiliates in the Business and/or the NAH Assets, all intellectual property or rights thereto, including patents, trademarks, trade names, service marks, symbols, copyrights and any applications therefor, mask works, net lists, schematics, technology, know-how, trade secrets, ideas, algorithms, processes, internet domain names, computer software programs and applications (in both source code and object code form), and tangible or intangible proprietary information or material and all choses in action arising from or related to the foregoing; provided, however, the term Intellectual Property does not include any open source software, shrink wrap software, or generally available commercial, licensable products.

“Interim Period” is defined in Section 6.2.

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

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

“Knowledge” when used in the context of knowledge of Chapters means the actual knowledge of any of the Chief Executive Officer, Chief Operating Officer, Chief Financial Officer, Chief Information Officer, Chief Medical Officer, Chief Human Resources Officer and Chief Compliance Officer of Chapters within the scope of his or her responsibility, and when used in the context of knowledge of the NAH Parties means the actual knowledge of any of the members of the NAH Executive Team within the scope of his or her responsibility.

“Law” means any constitutional provision, statute, law, rule, regulation, code, ordinance, resolution, Order, ruling, promulgation, published policy or guideline, or treaty directive, adopted or issued by any Governmental Authority.

“Leased Real Property” means all real property leased, subleased or licensed to, or for which a right to use or occupy has been granted to NAH or a NAH Affiliate.

“Legacy Elected Trustees” is defined in Section 7.1.2.

“Material Adverse Effect” means any event, occurrence, fact, condition or change that is materially adverse to: (a) the business, results of operations, financial condition, prospects, or assets of a Party, taken as a whole; (b) the ability of a Party to consummate the Transaction; (c) results in exclusion from participation in any Federal Healthcare Program; (d) results in, or would reasonably be expected to result in loss of federal income tax exempt status under the Code; provided, however, that it does not include any event, occurrence, fact, condition or change, directly or indirectly, arising out of or attributable to: (A) general economic or political conditions; (B) conditions generally affecting the hospice industry; (C) any changes in financial, banking or securities markets in general, including any disruption thereof and any decline in the price of any security or any market index or any change in prevailing interest rates; (D) acts of war (whether or not declared), armed hostilities or terrorism, or the escalation or worsening thereof; (E) any action required or permitted by this Agreement or any action taken (or omitted to be taken) with the written consent of or at the written request of the other Party; (F) any matter of which the other Party is aware as of the execution of this Agreement; (G) any changes in applicable laws, regulations or accounting rules (including GAAP) or the enforcement, implementation or interpretation thereof; (H) the announcement, pendency or completion of the Transaction,

including losses or threatened losses of employees, patients, suppliers, distributors or others having relationships with the NAH Parties; (I) any natural or man-made disaster or acts of God; (J) any epidemics, pandemics, disease outbreaks, or other public health emergencies; or (K) any failure by the NAH Parties 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).

“Material Contracts” is defined in Section 4.16.

“Material Licenses” is defined in Section 4.8.

“Most Recent Financial Statements” is defined in Section 4.7(a)(ii).

“Most Recent Fiscal Month End” is defined in Section 4.7(a)(ii).

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

“NAH Affiliates” means the following subsidiaries of NAH: The Center for Compassionate Care; Bonnie’s Comfort LLC; and Care Companions LLC.

“NAH Assets” means all assets of every description, whether real, personal or mixed, tangible or intangible, owned by NAH and the NAH Affiliates whether used in the operation of the Business or otherwise.

“NAH Board” means the NAH Board of Trustees.

“NAH ERISA Affiliate” is defined in Section 4.20(c).

“NAH Executive Director” is defined in Section 7.5(a).

“NAH Executive Team” means the President and Chief Executive Officer, Chief Nursing Officer, Vice President of Employees and Volunteers, Vice President of Compliance and Education, and Controller of NAH.

“NAH Historical Financial Information” is defined in Section 4.7(a).

“NAH Intellectual Property” means all Intellectual Property to the extent owned, licensed or used by NAH and the NAH Affiliates.

“NAH Parties” means NAH and the NAH Affiliates.

“NAH Real Estate Assets” means all Owned Real Property and Leased Real Property of as set forth on Schedules 4.18(a) and 4.18(b), respectively.

“NAH Taxable Debt” shall refer to outstanding financing debt issued for the benefit of or incurred by NAH or the NAH Affiliates or for which NAH or the NAH Affiliates is liable to pay that is not tax-exempt debt as identified on Schedule 4.26.

“NAH Taxable Debt Documents” is defined in Section 4.26(a).

“Notice” is defined in Section 12.1.

“OIG” means the United States Department of Health and Human Services Office of Inspector General.

“OFAC” is defined in Section 4.18(g).

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

“Ordinary Course of Business” means an action taken, or omitted to be taken, by any Person in the ordinary course of such Person’s business consistent with past custom and practice; provided, that any action taken, or omitted to be taken, that relates to, or arises out of, any pandemic, epidemic, or disease outbreak shall be deemed to be in the Ordinary Course of Business.

“OSHA” means the Occupational Safety and Health Act, 29 U.S.C. § 600, et seq., and the regulations promulgated thereunder.

“Overpayments” means any amount (a) due to a Government Program based on a final adjustment or (b) received from a Government Program in excess of the amount approximately billed.

“Owned Real Property” means all real property owned by NAH or a NAH Affiliate, together with the interest of NAH or a NAH Affiliate as landlord in all leases and subleases therein, improvements, buildings or fixtures located thereon or therein, all easements, rights of way, and other appurtenances thereto (including appurtenant rights in and to public streets), 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 real property.

“Party” and **“Parties”** are defined in the preamble to this Agreement.

“PBGC” is defined in Section 4.20(d)(v).

“Permit” means any license, permit, or certificate, required to be issued or granted by any Governmental Authority.

“Permitted Encumbrances” means (a) zoning and building laws, ordinances, resolutions and regulations, (b) liens for Taxes not due and payable on or before the Effective Time, or being contested in good faith by appropriate proceedings, (c) covenants, conditions, restrictions, easements, declarations, ground leases, and other similar matters of record affecting title to the Real Property, which are not violated by the current use of the Real Property, (d) liens that individually or in the aggregate do not materially detract from the value of, or impair in any material manner the use of the Real Property or other NAH Assets (e) Permitted Liens; and (f) the present physical condition of applicable Real Property, and any changes that may result in such condition from reasonable wear and tear and natural deterioration prior to the Effective Time.

“Permitted Liens” means those liens described on the attached Schedule 1.1 which includes all (a) existing lines of credit disclosed to Chapters; (b) those liens identified in NAH

Historical Financial Information; and (c) other liens as any NAH Party may have incurred or incur in the Ordinary Course of Business and otherwise consistent with Sections 6.2 and 6.3 of this Agreement, if applicable (all of which shall qualify as Permitted Liens).

“Person” means an individual, association, corporation, limited liability company, partnership, limited liability partnership, trust, Governmental Authority or any other entity or organization.

“Personal Information” means any information that can reasonably 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 owned, leased or used or held for use in connection with the Business, including all equipment, furniture, fixtures, machinery, vehicles, office furnishings, instruments, leasehold improvements, spare parts, and all rights in all warranties of any manufacturer or vendor with respect thereto.

“Plan” is defined in Section 4.20(a)(i).

“Probationary Period” is defined in Section 10.3(a).

“Proceeding” means any claim, action, arbitration, audit, hearing, investigation, litigation suit or other similar proceeding by or before a Governmental Authority.

“Program Agreements” is defined in Section 4.10(a).

“Proposed Change Notification” is defined in Section 6.2.

“Real Property” means the Owned Real Property and the Leased Real Property.

“Schedules” means, with respect to a specified Party, the disclosure schedules to this Agreement which have been delivered by such Party as the same may be modified, amended or supplemented in accordance with the applicable provisions of this Agreement.

“Service Area” means the Counties of Clark and Nye, State of Nevada, and any additional Counties within the State of Nevada in which NAH may be authorized in the future by the Nevada Department of Health and Human Services or any successor state licensing authority to provide hospice or other healthcare services.

“Shared Services” is defined in Section 7.2(b).

“Stark Law” is defined in Section 4.12(b).

“Support Center Services” is defined in Section 7.2(a).

“Taxes” means (a) any and all federal, state, local, foreign and other 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, 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 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.

“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.

“Tenant Lease” means any lease, sublease, license or other contractual obligation pursuant to which NAH or a NAH Affiliate, as tenant or subtenant, currently leases, subleases, licenses or otherwise occupies all or some portion of the Leased Real Property.

“Third Party Lease” means any lease, sublease, license or other contractual obligation pursuant to which NAH or a NAH Affiliate, as landlord or sublandlord, currently leases, subleases, licenses or otherwise grants to a third party a right to use all or some portion of the Real Property.

“Title IV Plan” is defined in Section 4.20(d)(v).

“Transaction” means, collectively, the transactions referenced in the recitals to this Agreement as further described by the provisions of this Agreement, including in Article 2 hereof.

“Transaction Documents” means this Agreement and all documents to be delivered by the Parties in connection with the Closing.

“Transfer Taxes” means any real property, excise, 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.

“Transition Period” is defined in Section 7.1.2.

“Treasury Regulations” means the income tax regulations promulgated under the Code.

1.2 Interpretation.

In this Agreement, unless the context otherwise requires:

- (a) references to this Agreement are references to this Agreement and the Schedules and Exhibits; each Schedule and Exhibit is hereby incorporated by reference into this Agreement and will be considered a part hereof as if fully set forth herein;
- (b) references to sections are references to sections of this Agreement;

- (c) references to any Party to this Agreement shall include references to its respective successors and permitted assigns;
- (d) the terms “hereof,” “herein,” “hereby,” and derivative or similar words will refer to this entire Agreement;
- (e) references to any document (including this Agreement) are references to that document as amended, consolidated or supplemented by the Parties 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” shall be interpreted to mean including without limitation;
- (h) references to time are references to Eastern Standard or Daylight time (as in effect on the applicable day) unless otherwise specified herein;
- (i) the gender of all words herein includes the masculine, feminine and neuter, and the number of all words herein includes the singular and plural;
- (j) the terms “date hereof,” “date of this Agreement” and similar terms shall mean the Execution Date; and
- (k) the phrases “Parties have delivered,” “Parties have provided,” “Parties have made available” and phrases of similar import shall mean that, prior to the date hereof, the applicable Parties have either (i) delivered to the other Parties a hard or electronic copy of the document or information in question or (ii) made such document or information available to the other Parties via an electronic data room.

1.3 Recitals.

The matters set forth in the Recitals are hereby incorporated into and made a part of this Agreement.

ARTICLE 2 **TRANSACTION STRUCTURE**

2.1 Transfer of Control.

The Parties agree that the Transaction will be facilitated by the NAH Board taking all such actions as may be necessary or appropriate to restructure NAH as of the Effective Time to be a Nevada nonprofit corporation with members such that Chapters will become NAH’s sole member (as defined in NRS § 82.031). As described in more detail in Section 2.2 below, the structure of the Transaction and the resulting allocation of corporate governance authority relating to the NAH Parties will be facilitated through the NAH Board’s approval of membership rights with Chapters holding reserved powers (described below) with respect to NAH and the NAH Affiliates as will

be set forth in amended and restated Articles of Incorporation and Bylaws of NAH and the NAH Affiliates.

2.2 Amendment of Articles of Incorporation and Bylaws.

NAH and the NAH Affiliates agree to take such actions, as necessary, to amend their respective Bylaws and Articles of Incorporation effective as of the Effective Time to reflect Chapters as the sole member of NAH and grant to Chapters certain reserved powers with respect to NAH and the NAH Affiliates substantially consistent with the reserved powers Chapters exercises with hospices affiliated with Chapters and their Affiliates as of the Effective Time. As of the Effective Time, the Articles of Incorporation and Bylaws of NAH shall be amended and restated to be consistent with documents set forth and attached as Exhibit 2.2A and Exhibit 2.2B, respectively, and the Articles of Incorporation and Bylaws of the NAH Affiliates shall be amended and restated, as applicable.

2.3 Restructuring of Nathan Adelson Hospice Foundation.

The Parties agree that prior to the consummation of the Transaction, NAH and the NAH Board shall take all actions as may be necessary or appropriate to restructure the Foundation to be a Nevada nonprofit corporation with no members such that, as of the Effective Time, the Foundation will be a separate entity independent from NAH and therefore not part of the Chapters health system. The Articles of Incorporation and Bylaws of the Foundation shall be amended in connection with such restructuring. Such governing documents of the Foundation shall as of, and at all times after, the Effective Time provide that (i) the primary purpose of the Foundation is to, directly or indirectly, solicit and receive contributions, gifts and bequests and to maintain, use and apply the whole or any part of the income therefrom and the principal thereof exclusively for religious, charitable, scientific, literacy or educational purposes either directly or by contribution to NAH, and (ii) upon the dissolution of the Foundation that all property and assets of the Foundation shall be distributed to NAH provided that NAH is then in existence and exempt from federal income tax under Section 501(c)(3) of the Code.

2.4 Proposed Chapters West Region.

The Parties acknowledge that Chapters is independently negotiating with each of the hospices proposed to form the Chapters West region by Chapters becoming the sole member of each such hospice. Subject to completing such affiliation transactions, Chapters anticipates that the Chapters West hospices, including NAH, will be functionally structured as a region within Chapters with concomitant regional functions and services, as appropriate, and related regional job titles. The design of Chapters West will be determined by Chapters with substantial input from and collaboration with leadership of the Chapters West hospices, including NAH, and will include the establishment of the Chapters West Region Advisory Council. The Charter of the Chapters West Region Advisory Council is attached hereto as Exhibit 2.4.

ARTICLE 3

CLOSING

3.1 Closing.

Subject to the satisfaction or waiver by the appropriate Party of all the conditions precedent to the Closing specified in Article 8 and Article 9 hereof, the consummation of the Transaction (the “Closing”) shall occur and be effective at such date and time as the Parties hereto may mutually designate in writing (the “Closing Date” and “Effective Time”, respectively). The Parties will endeavor to have the Closing Date occur at the end of a month for ease of transition and the Effective Time will be 12:01 a.m. prevailing Pacific Time.

3.2 Actions of NAH at the Closing.

At or before the Closing, unless otherwise waived in writing by Chapters, NAH shall deliver or cause to be delivered to Chapters (or such other Party as may be indicated below) the following, duly executed by NAH or the applicable NAH Affiliate or individual, or take the other actions noted, as applicable:

- (a) Amended and Restated Articles of Incorporation and Amended and Restated Bylaws of NAH consistent with the forms attached as Exhibit 2.2A and Exhibit 2.2B;
- (b) Copies of resolutions duly adopted by the NAH Board the board of trustees of each NAH Affiliate, as applicable, authorizing and approving the performance of the Transaction and the execution and delivery of this Agreement and the documents described herein, as applicable, certified as true and in full force and effect as of the Closing Date, by the appropriate officers of NAH and each NAH Affiliate;
- (c) Certificates signed by authorized officers of NAH and each NAH Affiliate, certifying that the conditions set forth in Section 8.1 and Section 8.2 have been satisfied dated as of the Closing Date;
- (d) Certificates of incumbency for the respective officers of NAH and each NAH Affiliate executing this Agreement, or any other document contemplated herein dated as of the Closing Date;
- (e) Certificates of good standing for NAH and each NAH Affiliate evidencing the legal existence and good standing of NAH and each NAH Affiliate certified by the Nevada Department of State as of the most recent practicable date prior to the Closing Date;
- (f) Consents and waivers from third parties set forth on Schedule 3.2(f) in form and substance reasonably satisfactory to Chapters from those parties from whom such consents and waivers are required in order to give effect to the Transaction and to assure that all NAH Assets and Contract rights remain with NAH and the NAH Affiliates after the Closing;

- (g) The non-blocked person affidavits of NAH and the NAH Affiliates as described in Section 4.18(g);
- (h) A roster of those individuals elected by NAH and the NAH Affiliate to serve on the initial, post-Closing NAH Board and the NAH Affiliate boards of trustees, together with certified resolutions of the pre-Closing NAH Board and the NAH Affiliate boards of trustees, approving such individuals to so serve, effective as of the Effective Time; and
- (i) Such other instruments and documents as Chapters deems reasonably necessary to complete the Transaction; provided, that such other instruments or documents shall be consistent with the Parties' existing agreements and covenants hereunder and shall not materially alter such agreements and covenants.

3.3 Actions of Chapters at the Closing.

At or before the Closing and unless otherwise waived in writing by NAH, Chapters, as noted below, shall deliver or cause to be delivered to NAH the following, duly executed by Chapters, or take the other actions noted, as applicable:

- (a) Copies of resolutions duly adopted by the Chapters Board authorizing and approving Chapters' performance of the Transaction and the execution and delivery of this Agreement and the documents described herein, certified as true and in full force and effect as of the Closing Date by appropriate officers of Chapters;
- (b) A certificate signed by an authorized officer of Chapters certifying that the conditions set forth in Section 9.1 and Section 9.2 have been satisfied;
- (c) A certificate of incumbency for the officers of Chapters executing this Agreement or any other document contemplated herein dated as the Closing Date;
- (d) A certificate of active status of Chapters certified by the Florida Department of State dated the most practicable date prior to the Closing Date;
- (e) A roster of those Chapters representatives and other individuals designated by Chapters who will serve on the NAH Board and the NAH Affiliates, effective as of the Effective Time; and
- (f) Such other instruments and documents as NAH deems reasonably necessary to complete the Transaction; provided, that such other instruments or documents shall be consistent with the Parties' existing agreements and covenants hereunder and shall not materially alter such agreements and covenants.

3.4 Additional Acts.

From time to time after the Closing, each Party shall execute and deliver such other instruments, and take such other actions as the other Party may reasonably request, to evidence the Transaction.

ARTICLE 4 **REPRESENTATIONS AND WARRANTIES OF THE NAH PARTIES**

As of the Execution Date (except with respect to any information or disclosures that may or should be included on the Schedules or Exhibits and will be provided or updated in accordance with Section 12.13 and (except to the extent any of the following refers to a specific date), the NAH Parties, jointly and severally, represent and warrant to Chapters as follows:

4.1 Organization; Capacity.

Each NAH Party is duly organized, validly existing and with an active status under the laws of the State of Nevada. NAH has no members as described in NRS § 82.031. All powers and activities of NAH are governed and exercised under the authority of the NAH Board. NAH is the sole member of each of the NAH Affiliates. Each NAH Party is qualified to do business under all applicable Laws of any Governmental Authority having jurisdiction over the Business and to own its properties and conduct its business in the place and manner now conducted. Each NAH Party has the requisite power and authority to enter into this Agreement and the other Transaction Documents to which such NAH Party is (or at the Closing, will become) a party and to perform its obligations hereunder and thereunder. The execution and delivery by the NAH Parties of this Agreement and documents described herein to which it is (or at the Closing, will become) a party, the performance by the NAH Parties of their respective obligations hereunder and thereunder and the consummation by the NAH Parties of the Transaction have been, or will be prior to the Closing, duly and validly authorized and approved by all necessary corporate actions on the part of the NAH Parties.

4.2 Authority; Noncontravention.

The execution, delivery and performance of the Agreement and each other Transaction Document by each NAH Party thereto and the consummation by each NAH Party of the Transaction, as applicable:

- (a) are within the power of each NAH Party and are not in contravention or violation of the terms of the articles of incorporation or bylaws of any NAH Party and have been, or will be prior to the Closing, approved by all requisite corporate action;
- (b) except as set forth on Schedule 4.2(b), do not require that any NAH Party seek or obtain any Approval of, filing or registration with, the issuance of any Permit by, or give any notice to any Governmental Authority;
- (c) assuming the Approvals and Permits set forth on Schedule 4.2(b) are obtained, to the Knowledge of each NAH Party, will not conflict in any material respect 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 to loss of a material benefit under, or result in the creation of any material Encumbrance (other than Permitted Encumbrances) upon any of the NAH Assets under (i) any Contract, instrument, indenture, covenant, or understanding to which any NAH Party is a party, or (ii) any Order or Law applicable to any of the NAH Assets or to which any NAH Party may be subject; and

- (d) will neither conflict with, nor result in, a material breach or contravention of any agreement, lease, instrument, indenture, covenant, or understanding to which any NAH Party is bound or is a party.

There are no outstanding powers of attorney executed by or on behalf of any NAH Party.

4.3 Subsidiaries; Minority Interests.

Except as set forth on Schedule 4.3, the NAH Parties 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 or other business association or entity other than publicly traded equities or other equity interests held solely for investment. Except as set forth in Schedule 4.3, each interest set forth on Schedule 4.3 is owned by NAH or a NAH Affiliate free and clear of all Encumbrances except Permitted Encumbrances, is duly authorized, validly existing and non-assessable, and is not subject to any preemptive or subscription rights.

4.4 No Outstanding Rights.

There are no outstanding rights (including any right of first refusal), options, or Contracts giving any Person any current or future right to NAH or a NAH Affiliate to sell or transfer to such Person or to any third party any interest in NAH or any of the NAH Assets.

4.5 Title to Assets.

- (a) Schedule 4.5(a) sets forth a materially complete and correct list of the Real Property owned, leased, licensed or operated by NAH and the NAH Affiliates.
- (b) Each NAH Party has good and marketable title to, or a valid leasehold interest in, all properties and assets, whether real, personal or mixed, or whether tangible or intangible, used by it, located on its premises, or shown on the Most Recent Balance Sheet, except for properties and assets disposed of in the Ordinary Course of Business for fair market value in arms' length transactions after the date of the Most Recent Balance Sheet.
- (c) The NAH Assets (as well as assets leased or licensed by the NAH Parties) consist of all of the material assets that are necessary to conduct the Business as it is currently conducted.

4.6 Binding Agreement.

This Agreement has been, and each Transaction Document to which NAH or a NAH Affiliate is (or at the Closing, will become) a party has been, or upon execution thereof will be, duly executed and delivered by NAH and the NAH Affiliates, as applicable, and (assuming due authorization, execution, and delivery by Chapters and all other parties thereto) this Agreement and each Transaction Document to which by NAH and the NAH Affiliates, as applicable, is a party constitute legal, valid, and binding obligations of NAH and the NAH Affiliates enforceable against NAH and the NAH Affiliates in accordance with the respective terms hereof or 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.

4.7 Financial Information.

- (a) Schedule 4.7(a) hereto contains the following financial statements and financial information of the NAH Parties (collectively, the “NAH Historical Financial Information”):
 - (i) the audited consolidated balance sheets, statements of operation, statements of changes in net assets, and statements of cash flow (including the accompanying combining schedules of balance sheet information and statement of operation information) for the NAH Parties as of and for the 12-month periods ended December 31, 2022 and December 31, 2023; and
 - (ii) the most recent unaudited consolidated balance sheet (including the accompanying consolidating schedules of balance sheet information) and unaudited consolidating statement of operations (including the accompanying combining schedules of statement of operation information) (the “Most Recent Financial Statements”) prepared in the Ordinary Course of Business for the fiscal period ending on a date which is not more than sixty (60) calendar days prior to the Execution Date (the “Most Recent Fiscal Month End”).

For purposes of this Agreement, as of the Closing Date, the term “NAH Historical Financial Information” shall include in addition to the above, all financial statements comparable to those referenced in Sections 4.7(a)(i)-(ii) that have been prepared by or on behalf of the NAH Parties during the period from the Most Recent Fiscal Month End through the Closing Date.

- (b) The NAH Historical Financial Information has been prepared in accordance with GAAP throughout the periods covered thereby, applied on a consistent basis during the periods involved (except as may be indicated in the notes thereto) and present fairly the financial condition of the NAH Parties as of such dates and the results of operations of the NAH Parties for such periods (subject, in the case of unaudited financial statements, to normal year-end adjustments, the absence of footnotes or complete footnotes, and to any other adjustments described therein, including any

notes thereto, or with respect to pro-forma financial information, subject to the qualifications stated therein).

- (c) the NAH Parties have not materially changed any accounting policy or methodology during the periods presented in the NAH Historical Financial Information (including accounting policies and methodologies for determining the obsolescence of inventory or in calculating reserves, including reserves for uncollected accounts receivable).
- (d) The NAH Parties have no Knowledge of any material liabilities or obligations of any nature (whether accrued, absolute, fixed, contingent, liquidated, unliquidated, recorded, unrecorded, or otherwise) that would be required by GAAP to be reflected or reserved against on a consolidated balance sheet (or notes thereto) of the NAH Parties except for (i) liabilities or obligations with respect to or arising from the Transaction contemplated by this Agreement, (ii) liabilities or obligations that have arisen after the Most Recent Fiscal Month End in the Ordinary Course of Business; or (iii) that would not reasonably be expected to have a Material Adverse Effect.
- (e) The NAH Parties have no liability (and, to the NAH Parties' Knowledge, there is no basis for any action, suit, proceeding, hearing, investigation, charge, complaint, claim, or deemed against any of them giving rise to any liability) with respect to any reimbursements from the Medicare program, the Medicaid program or any other third-party payment claimed or received by the NAH Parties in excess of the amount permitted by Law, except as and to the extent that such liability for such Overpayments has already been satisfied or for which adequate provision has been made in the NAH Historical Financial Information.

4.8 Material Licenses.

- (a) Schedule 4.8 contains a materially accurate and complete list of all Permits and Approvals owned or held by the NAH Parties as of the Execution Date (the "Material Licenses"). The NAH Parties have made available to Chapters materially accurate and complete copies of all Material Licenses listed on Schedule 4.8.
- (b) As of the Execution Date, the Material Licenses constitute all of the Permits and Approvals that are necessary for the NAH Parties to own, lease, or operate their properties and assets and to carry on the Business as currently conducted.
- (c) The NAH Parties are in compliance in all material respects with the terms of such Material Licenses.
- (d) There are no provisions in, or agreements relating to, any Material Licenses that preclude or limit the NAH Parties from operating the NAH Assets and carrying on the Business as currently conducted.

- (e) There is no pending, or to the Knowledge of NAH, threatened, Proceeding by or before any Governmental Authority to revoke, cancel, rescind, suspend, restrict, modify, or refuse to renew any such Material Licenses.
- (f) As of the date of this Agreement, the NAH Parties have not received any written notice or communication from any Governmental Authority, alleging any violation of any Material Licenses other than any surveys or deficiency reports for which the NAH Parties have submitted a plan of correction that has been accepted or approved by the applicable Governmental Authority. NAH has made available to Chapters materially accurate and complete copies of all survey reports, deficiency notices, plans of correction, and related correspondence received by the NAH Parties in connection with the Material Licenses.

4.9 Accreditation.

NAH is accredited by the agencies or organizations listed on Schedule 4.9 hereto.

4.10 Government Program Participation; Reimbursement.

Except as set forth on Schedule 4.10:

- (a) The Facilities are certified or otherwise qualified for participation in the Government Programs and have current and valid provider agreements with such Programs (the "Program Agreements"). NAH has delivered materially accurate and complete copies of all such Program Agreements to Chapters. The Facilities are in compliance in all material respects with the conditions of participation in the Government Programs and with the terms, conditions, and provisions of the Program Agreements. The Program Agreements are each in full force and effect, and to the Knowledge of NAH, no events or facts exist that would cause any Program Agreement to be suspended, terminated, restricted, withdrawn, or subjected to an admissions hold or to not remain in force or effect after the Closing.
- (b) The NAH Parties have received all approvals or qualifications necessary for reimbursement of the Facilities by the Government Programs. All billing practices of the NAH Parties, including, but not limited to, those pertaining to Government Programs and private insurance companies, have been conducted in compliance with all applicable Laws and the billing guidelines of such third party payors.
- (c) The NAH Parties have not received notice of any Proceeding, survey, or other action pending, and to the NAH Parties' Knowledge, no such Proceeding, survey, or other action is threatened, involving any of the Government Programs or any other third party payor programs, including the Facilities' participation in and the reimbursement received by the NAH Parties from the Government Programs or any such program.
- (d) No third-party payor has terminated any contract or arrangement with any NAH Party or modified or altered any such contract or arrangement in a manner materially adverse to any NAH Party and, the consummation of the Transaction

contemplated by this Agreement, will not result in the termination or material modification or alteration of any contract or arrangement with any third-party payor.

- (e) Schedule 4.10(e) contains a list of all National Provider Identifiers and all provider numbers of the NAH Parties under the Government Programs, all of which are in full force and effect.

4.11 Third Party Payor Cost Reports.

The NAH Parties have timely filed all required cost reports for all fiscal years required to be filed through the Execution Date. All cost reports accurately reflect the information required to be included therein.

4.12 Regulatory Compliance.

Except as set forth on Schedule 4.12, for the prior three (3) years:

- (a) No NAH Party, nor to the NAH Parties' Knowledge, any of its respective officers, directors or employees, have been convicted of, charged with, investigated for or engaged in any conduct that would reasonably be expected to constitute, a violation of Law related to the Medicare or other Federal Health Care Program (as defined in 42 U.S.C. § 1320a-7(b)(f)) or any Law related to fraud, theft, embezzlement, breach of fiduciary duty, kickbacks, bribes, other financial misconduct, obstruction of an investigation, or controlled substances. No NAH Party, nor to the Knowledge of the NAH Parties, none of the officers, trustees or employees of the NAH Parties 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, charged with, investigated for, or engaged in conduct that would reasonably be expected to constitute a violation of any such Laws.
- (b) To the Knowledge of the NAH Parties, the NAH Parties have complied in all material respects with all applicable Healthcare Laws, including, Title XVIII of the Social Security Act, 42 U.S.C. §§ 1395-1395hhh (the Medicare statute), including specifically, the Ethics in Patient Referrals Act, as amended (the "Stark Law"), 42 U.S.C. § 1395nn; Title XIX of the Social Security Act, 42 U.S.C. §§ 1396-1396v (the Medicaid statute); the Federal Health Care Program Anti-Kickback Statute, 42 U.S.C. § 1320a-7b(b); the False Claims Act, 31 U.S.C. §§ 3729-3733 (as amended); the Program Fraud Civil Remedies Act, 31 U.S.C. §§ 3801-3812; the Anti-Kickback Act of 1986, 41 U.S.C. §§ 8701-8707; the Civil Monetary Penalties Law, 42 U.S.C. §§ 1320a-7a; the Exclusion Laws, 42 U.S.C. § 1320a-7; HIPAA; the HITECH Act, the Controlled Substances Act, 21 U.S.C. §801 et seq.; Information Privacy or Security Laws; and any corresponding state statutes and applicable implementing regulations that address the subject matter of the foregoing.
- (c) No NAH Party has received any written notice or other communication from a Governmental Authority or commercial payor that alleges that the NAH Party is not in compliance with any Law, other than statements of deficiencies from a Governmental Authority received in the Ordinary Course of Business.

- (d) To the Knowledge of the NAH Parties, all of the contracts entered into by the NAH Parties, with physicians, other health care providers, or immediate family members of any physicians or other health care providers or entities in which physicians, other health care providers, or immediate family members of any physicians or other health care providers are equity owners involving services, supplies, payments, or any other type of remuneration, and all of the leases of personal or real property of the NAH Parties with such physicians, health care providers, immediate family members or entities are in material compliance with all applicable Laws, and when required by such applicable Laws, are in writing, are signed by the appropriate parties, set forth the services to be provided, and provide for fair market value compensation in exchange for such services, space, or goods.
- (e) To the Knowledge of the NAH Parties, except in compliance with applicable Law, no NAH Party or any of their respective officers, trustees or employees is a party to any contract, lease agreement or other arrangement (including any joint venture or consulting agreement) related to any NAH Party, or the NAH Assets with any physician, physical or occupational therapist, health care facility, hospital, nursing facility, home health agency or other person or entity that is in a position to make or influence referrals to or otherwise generate business for the NAH Parties.
- (f) To the Knowledge of the NAH Parties, no NAH Party or any of their respective officers, trustees, or managing employees, have 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, or which are prohibited by applicable rules of professional conduct.
- (g) The NAH Parties have conducted their operations in all material respects in accordance with their compliance programs, and no NAH Party: (i) has reporting obligations pursuant to any settlement agreement entered into with any Governmental Authority; (ii) to the Knowledge of the NAH Parties, has been the subject of any Government Program investigation conducted by any federal or state enforcement agency (not including routine or random surveys, audits or reviews which do not or reasonably should not be expected to result in findings materially adverse to any NAH Party); (iii) has been a defendant in any qui tam/False Claims Act litigation (other than by reason of a sealed complaint of which the NAH Parties have no Knowledge); (iv) has been served with or received any search warrant, subpoena, or civil investigation demand 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 investigations into conduct unrelated to the Business); or (v) is a party to a corporate integrity agreement with the OIG.
- (h) No services, programs or activities engaged in or provided by the NAH Parties requires or has required a certificate of need under the laws of the State of Nevada.

4.13 Information Privacy and Security Compliance.

- (a) To the Knowledge of the NAH Parties, the NAH Parties' operations fully comply with HIPAA and the changes thereto imposed by HITECH and is in compliance with all other applicable Information Privacy or Security Laws.
- (b) The NAH Parties have provided to Chapters materially accurate and complete copies of the compliance policies and/or procedures and privacy notices of the NAH Parties relating to Information Privacy or Security Laws. To the extent required by Information Privacy or Security Laws, the NAH Parties provide training to its workforce (as such term is defined in 45 C.F.R. § 160.103) with respect to compliance with Information Privacy or Security Laws.

4.14 Medical Staff Matters.

NAH has made available to Chapters materially correct and complete copies of any bylaws and rules and regulations of the medical staff of the Facilities, as well as a materially correct and complete list of all current members of the Facilities' medical staffs. There are no (i) pending or threatened material adverse actions with respect to any medical staff member 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, (ii) pending or threatened material disputes with applicants, 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, or (iii) medical staff members of the Facilities that have resigned or had their privileges revoked or suspended since the Most Recent Fiscal Month End.

4.15 Intellectual Property.

Except as set forth on Schedule 4.15:

- (a) To the Knowledge of the NAH Parties, the NAH Parties own, are licensed or otherwise have the right to use, all Intellectual Property necessary for or material to the conduct of the Business as currently conducted.
- (b) To the Knowledge of the NAH Parties, no NAH Party has infringed upon or otherwise violated, or is infringing upon or otherwise violating, the Intellectual Property rights of any Person.
- (c) To the Knowledge of the NAH Parties, no Person or any products or services of any Person is infringing upon or otherwise violating any Intellectual Property rights of the NAH Parties.
- (d) To the Knowledge of the NAH Parties, there are no royalties, fees or other payments due with respect to any third-party Intellectual Property distributed or used in connection with products or services provided by the NAH Parties to any Person.

- (e) No NAH Party is, or will be as a result of the execution and delivery of this Agreement or any of the documents described herein to which any NAH Party is (or at the Closing, will become), a party, in material breach of any Contract relating to the Intellectual Property or the Intellectual Property rights of any third party related to any of the NAH Assets.
- (f) No NAH Party owns any patents, registered trademarks, registered service marks or registered copyrights related to any of the NAH Assets.
- (g) No NAH Party has received written notice of any Proceeding involving a possible infringement or other violation by any NAH Party of any Intellectual Property rights by of any Person, and no NAH Party has brought any Proceeding against any Person for infringement of Intellectual Property or breach of any license or Contract involving Intellectual Property.

4.16 Contracts.

- (a) Schedule 4.16 includes a materially complete and accurate description of all Contracts that (i) are entered into by a NAH Party with a physician or any other party which to the NAH Parties' Knowledge is owned in whole or in part by a physician, (ii) contain any restrictive covenant, change of control or other Contract provision that would trigger any modification or termination of the Contract or that require the consent from or notice, to any third party to the Contract as a result of the Transaction; and/or (iii) involve a total financial commitment by a NAH Party of more than \$200,000 annually and which cannot be terminated without cause upon less than ninety (90) calendar days' notice, (the Contracts described in Section 4.16(a)(i)-(iii) above are collectively referred to herein as the "Material Contracts"). Schedule 4.16 identifies with respect to each such Material Contract appearing thereon the applicable criteria noted in Section 4.16(a)(i)-(iii) above that requires listing on Schedule 4.16, the date and title of the Material Contract and the parties thereto. The NAH Parties have delivered or otherwise made available to Chapters materially correct and complete copies of all Material Contracts.
- (b) Each Material Contract is in full force and effect and is a legal, valid and binding agreement of NAH or a NAH Affiliate and, to the Knowledge of the NAH Parties, of each other party thereto, enforceable against NAH or a NAH Affiliate, and, to the Knowledge of the NAH Parties, against the other party or parties thereto, in each case, in accordance with its terms, except as enforceability may be restricted, limited or delayed by applicable bankruptcy or other Laws affecting creditors' rights generally or by general principles of equity, and no NAH Party is (with or without notice or lapse of time or both) in breach or default thereunder and, to the Knowledge of the NAH Parties, no other party to any of the Material Contracts is (with or without notice or lapse of time or both) in breach or default thereunder in any material respect.

- (c) No NAH Party has given or received any written notice with respect to any actual, alleged or potential violation, breach or default under or any demand for renegotiation or termination with respect to any Material Contract.
- (d) No Material Contract contains any (i) non-competition restriction, (ii) take-or-pay arrangement, (iii) change of control or similar provision, or (iv) any term that requires the Business to deal exclusively with a particular party with respect to particular goods or services.
- (e) Each Material Contract was entered into in the Ordinary Course of Business and without the commission of any act, or any consideration having been paid or promised, which is or would reasonably be expected to result in a violation of any Law.

4.17 Personal Property.

To the Knowledge of the NAH Parties, no Person other than NAH or a NAH Affiliate owns any tangible personal property situated on the Real Property, except for the following all of which is excluded from the Transaction: (a) items leased by the NAH Parties pursuant to a lease agreement; (b) furniture and equipment owned or leased by third parties leasing space in the Real Property pursuant to a lease agreement; (c) personal property of employees, patients or visitors of the NAH Parties; and (d) property owned by third parties but in the possession of a NAH Party and held on a consignment basis for sale or other disposition.

4.18 Real Property.

- (a) Schedule 4.18(a) sets forth a materially correct and complete list of the addresses of each parcel of Owned Real Property and all such Owned Real Property is owned by NAH or a NAH Affiliate free and clear of all Encumbrances, except for Permitted Encumbrances.
- (b) Schedule 4.18(b) sets forth a materially correct and complete list of the addresses of all the Leased Real Property and identifies each Tenant Lease under which such Leased Real Property is occupied or used by NAH or a NAH Affiliate, including the date of, and name of each of the parties to, such Tenant Lease. NAH or a NAH Affiliate holds good and marketable leasehold title to each parcel of the Leased Real Property.
- (c) Schedule 4.18(c) sets forth a materially correct and complete list and of all existing Third Party Leases, including the following information with respect to each: (i) the Owned Real Property covered thereby; (ii) the date; (iii) the name of the record tenant, licensee or occupant; (iv) the commencement date and; (v) either the expiration date or its status as a month to month tenancy.
- (d) The NAH Parties have made available to Chapters materially accurate and complete copies of the Tenant Leases and Third Party Leases, in each case as amended or otherwise modified and in effect, together with any extension notices, as applicable, to the extent in the NAH Parties' possession.

- (e) No NAH Party has received written notice from any Governmental Authority of (and otherwise has no Knowledge of): (i) any pending or threatened condemnation Proceedings affecting the Owned Real Property, or any part thereof; or (ii) any material violations of any Laws (including zoning and land use ordinances) with respect to the Real Property, or any part thereof, which have not heretofore been cured.
- (f) Except as set forth on Schedule 4.18(f), as of the Closing there will be no incomplete construction projects affecting the Real Property.
- (g) No NAH Party is, or will become, a Person or entity with whom U.S. persons are restricted from doing business under regulations of the Office of Foreign Asset Control (“OFAC”) of the United States Department of the Treasury (including those named on OFAC’s Specially Designated and Blocked Persons list) or under any statute, executive Order (including Executive Order November 13224 on Terrorism Financing, effective September 24, 2001), or the United and Strengthening America by Providing Tools Required to Intercept and Obstruct Terrorism Act of 2001, H.R. 3162, Public Law 107-56, or any other governmental action. At the Closing, each NAH Party shall execute and deliver to Chapters an affidavit certifying that it is not a “blocked person” under Executive Order 13224, the form of which shall be acceptable to Chapters.
- (h) To the Knowledge of the NAH Parties, all improvements, including all utilities which are a part of the Owned Real Property, have been substantially completed and installed in accordance with the plans and specifications approved by Governmental Authorities having jurisdiction, to the extent applicable, or to the NAH Parties’ Knowledge, will be completed and installed in accordance with the plans and specifications approved by Governmental Authorities.
- (i) Except as set forth on Schedule 4.18(i), no NAH Party has received written notice from any Governmental Authority that the improvements which are a part of the Owned Real Property, and to the extent it is the tenant’s obligation under such applicable Tenant Lease, the Leased Real Property, as designed and constructed, do not comply with all Laws applicable thereto, including but not limited to the Americans with Disabilities Act, as amended, and Section 504 of the Rehabilitation Act of 1973.
- (j) To the Knowledge of the NAH Parties, the existing water, sewer, gas and electricity lines, storm sewer and other utility systems on the Real Property are, as of the date hereof, adequate to serve the utility needs of the Real Property. To the Knowledge of the NAH Parties, all approvals, licenses and permits required for said utilities in connection with the Owned Real Property have been obtained and are in full force and effect. All of said utilities in connection with the Owned Real Property are installed and operating, and all installation and connection charges have been paid in full.

- (k) No NAH Party has received written notice from any Governmental Authority that the location, construction, occupancy, operation and use of the Owned Real Property (including the improvements which are a part of the Owned Real Property) violates any applicable Law or determination of any Governmental Authority or any board of fire underwriters (or other body exercising similar functions), judicial precedent or any restrictive covenant or deed restriction (recorded or otherwise) affecting the Owned Real Property or the location, construction, occupancy, operation or use thereof, including, all applicable Laws.

4.19 Insurance.

Schedule 4.19 sets forth a materially correct and complete list and description of all insurance policies or self-insurance funds maintained by the NAH Parties as of the Execution Date covering the Business and the NAH Assets, including the following:

- (a) The name of the insurer, the name of the policyholder and the name of each covered insured;
- (b) The policy number and the period of coverage;
- (c) The scope (including an indication of whether the coverage was on a claims made, occurrence or other basis) and amount (including a description of how deductibles and ceilings are calculated and operate) of coverage; and
- (d) A description of any retroactive premium adjustments or other loss-sharing arrangements.

With respect to each such insurance policy: (A) the policy is legal, valid, binding, enforceable and in full force and effect; (B) neither NAH or a NAH Affiliate, nor any other party to the policy, is in breach or default (including with respect to payment or time that would constitute such a breach or default, or permit termination, modification or acceleration, under the policy); and (C) no party to the policy has repudiated any provision thereof. The NAH Parties have been covered during the past five (5) years by insurance in scope and amount customary and reasonable for the Business. Schedule 4.19 also describes any self-insurance arrangements affecting the NAH Parties.

4.20 Employee Benefit Plans.

- (a) The NAH Parties have provided or made available to Chapters copies of each of the following which constitute all of the Plans, as set forth on Schedule 4.20(a), that is sponsored, maintained or contributed to by the NAH Parties, or any NAH ERISA Affiliate, as defined below, for the benefit of the employees of the NAH Parties:
 - (i) Each “employee benefit plan” for the benefit of the current or former employees of the NAH Parties, as such term is defined in § 3(3) of ERISA, including employee benefit plans that are not subject to some or all of the provisions of ERISA (each, a “Plan”); and

- (ii) To the extent applicable to the employees of the NAH Parties, each material personnel policy, collective bargaining agreement, bonus plan, incentive award, vacation policy, severance pay plan/ policy/agreement, deferred compensation agreement, dependent care, life insurance program, and each other material employee benefit plan, agreement, arrangement, program, or practice that is not described in Section 4.20(a)(i) (each, a “Benefit Program and Agreement”).
- (b) True, correct and complete copies of each of the Plans and Benefit Programs and Agreements, and related trusts, if applicable, including all amendments thereto, have been furnished or made available to Chapters. The NAH Parties have also furnished or made available to Chapters, with respect to each Plan required to file such report and description, the most recent report on Form 5500 and the summary plan description.
- (c) For purposes of this Agreement, the term “NAH ERISA Affiliate” shall mean any person (as defined in § 3(9) of ERISA) that together with the NAH Parties would be treated as a single employer under § 4001(b) of ERISA, or would be aggregated with the NAH Parties under § 414(b), (c), (m) or (o) of the Code or Section 4001(b)(1) of ERISA that includes or included the first entity, trade or business, or that is a member of the same "controlled group" as the first entity, trade or business pursuant to Section 4001(a)(14) of ERISA.
- (d) Except as otherwise set forth on Schedule 4.20(d):
 - (i) To the Knowledge of the NAH Parties, all legal obligations, whether arising by operation of law or by contract, required to be performed by NAH and the NAH Affiliates in connection with the Plans and the Benefit Programs and Agreements have been performed in all material respects;
 - (ii) The NAH Parties have provided to Chapters a copy of the most recent favorable determination or opinion letter from the Internal Revenue Service for each Plan intended to be qualified under § 401 of the Code. To the Knowledge of the NAH Parties, since receipt of the most recent favorable determination letters, none of the Plans have been amended in a way that would reasonably be expected to affect adversely such qualified and exempt status;
 - (iii) There are no actions, suits, or claims pending (other than routine claims for benefits) or, to the Knowledge of the NAH Parties, threatened against, or with respect to, any of the Plans or Benefit Programs and Agreements or their assets, other than with regard to Plans, routine claims for benefits;
 - (iv) All contributions required to be made to the Plans and Benefit Programs and Agreements pursuant to their terms and provisions have been timely made or reserved;

- (v) As to any Plan, subject to Title IV of ERISA ("Title IV Plan"), there has been no event or condition that presents the material risk of any Title IV Plan termination, no funding deficiency, whether or not waived, within the meaning of § 302 of ERISA or §§ 412 and 430 of the Code has been incurred, no reportable event within the meaning of § 4043 of ERISA (for which the disclosure requirements of Regulation §4043.3 promulgated by the Pension Benefit Guaranty Corporation ("PBGC") have not been waived), other than as a result of the Transaction, has occurred, no notice of intent to terminate any Title IV Plan has been given under § 4041 of ERISA, no Proceeding has been instituted under § 4042 of ERISA to terminate any Title IV Plan, no liability, other than premium payments, to the PBGC has been incurred, and the assets of each Title IV Plan equal or exceed the actuarial present value of the benefit liabilities under the Plan, determined based on the actuarial assumptions set forth in the most recent actuarial valuation performed with respect to such Plan; and, provided further, there is no material risk that NAH or any NAH Affiliate has any liability with respect to any plan subject to Title IV maintained by any former NAH ERISA Affiliate (with respect to that period in which such former NAH ERISA Affiliate was a NAH ERISA Affiliate);
- (vi) To the Knowledge of the NAH Parties, there is no matter pending (other than routine qualification determination filings) with respect to any of the Plans or Benefit Programs or Agreements before the Internal Revenue Service, the Department of Labor or the PBGC;
- (vii) No NAH Party has any liability, contingent or otherwise, relating to a Title IV Plan that is a "multiemployer plan" as defined in § 3(37) and 4001(a) (3) of ERISA; and
- (viii) No NAH Party maintains or contributes to any defined benefit pension plan that is not a Title IV Plan.
- (e) No NAH Party is a party to any agreement, nor has any such entity established any policy or practice, requiring it to make a payment or provide any other form of compensation or benefit to any Person performing services for any NAH Party which would not be payable or provided in the absence of the Transaction.
- (f) In connection with the consummation of the Transaction, no payments have or will be made under the Plans or Benefit Programs and Agreements which, in the aggregate, would result in imposition of the sanctions imposed under section 280G, 4999 or 409A of the Code.
- (g) No NAH Party maintains, contributes to or has any liability under any funded or unfunded medical, health or life insurance plan or arrangement for present or future retirees or future terminated employees for the benefit of the employees of any NAH Party, except as required by COBRA. Neither the NAH Parties nor any NAH ERISA Affiliate maintains or contributes to a trust, organization or association for

the benefit of the employees of the NAH Parties or any NAH ERISA Affiliate described in any of §§ 501(c)(9), 501(c)(17) or 501(c)(20) of the Code.

4.21 Employee Matters.

- (a) Schedule 4.21(a) contains a list of all employees of NAH and the NAH Affiliates, their current salary or wage rates, bonus and other compensation, , accrued paid time off, date of hire, department and job title. Schedule 4.21(a) also indicates whether such employees are part-time, full-time, per diem or on a leave of absence and, if so, the type of leave. To the Knowledge of the NAH Parties, the NAH Parties, and each of the Plans have properly classified individuals providing services to the NAH Parties as independent contractors or employees, as the case may be. All current employees of the NAH Parties are employees at-will, unless otherwise specified on Schedule 4.21(a). Except as disclosed on Schedule 4.21(a), the NAH Parties are not a party to any oral (express or implied) or written employment agreement, severance agreement, or retention agreement with any individual.
- (b) To the Knowledge of the NAH Parties, no NAH Party is delinquent in payments to any of its employees for any wages, salaries, commissions, bonuses or other direct compensation for any services performed for it or any other amounts required to be reimbursed to such employees (including accrued 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, except to the extent that such delinquency in payment would not, individually or in the aggregate, materially and adversely affect the impacted NAH Party.
- (c) Except as set forth on Schedule 4.21(c): (i) there is no pending or, to the Knowledge of the NAH Parties, threatened employee strike, work stoppage or labor dispute at any of the Facilities; (ii) to the Knowledge of the NAH Parties, no question exists respecting union representation of any employees of the NAH Parties, no demand has been made for recognition by a labor organization by or with respect to any employees of the NAH Parties, no union organizing activities by or with respect to employees of the NAH Parties are taking place, and no employees of the NAH Parties are represented by any labor union or organization; (iii) no collective bargaining agreement exists or is currently being negotiated by the NAH Parties; (iv) there is no unfair labor practice claim against the NAH Parties before the National Labor Relations Board pending or, to the Knowledge of the NAH Parties, threatened against or involving the Business; (v) to the Knowledge of NAH, the NAH Parties are in compliance in all material respects with all Laws and Contracts respecting employment and employment practices, labor relations, terms and conditions of employment, and wages and hours; (vi) the NAH Parties are not engaged in any unfair labor practices; (vii) there are no material pending or, to the Knowledge of the NAH Parties, threatened complaints or charges before any Governmental Authority regarding employment discrimination, safety or other employment-related charges or complaints, wage and hour claims, unemployment compensation claims or workers' compensation claims; and (viii) except as

otherwise expressly provided in this Agreement, the NAH Parties will not be subject to any claim or liability for severance pay as a result of the consummation of the Transaction. No NAH Party has reason to believe that any Proceedings may be brought or threatened against any NAH Party.

4.22 Litigation.

Schedule 4.22 contains a materially correct and complete list and summary description of all Proceedings with respect to which any NAH Party is a party or that relates to the NAH Parties, the Business or the NAH Assets. Except as set forth on Schedule 4.22, no NAH Party has received written notice of any Proceeding by or before any Governmental Authority against or affecting (i) the NAH Parties, the Business or the NAH Assets, (ii) any current or former employee or agent of the NAH Parties relating to obligations with respect to the Business or NAH Assets, or (iii) any current or former medical staff member, supplier or contractor relating to obligations with respect to the Business or NAH Assets.

4.23 Tax Matters.

Except as disclosed on Schedule 4.23:

- (a) The NAH Parties, are and each has been since the dates of their incorporation or organization, (i) an organization exempt from federal income tax under § 501(a) of the Code an organization that is described in § 501(c)(3), (ii) not a private foundation within the meaning of § 509(a) of the Code because they are organizations described in §§ 509(a)(1), 509(a)(2) or 509(a)(3), and (iii) if incorporated and not a disregarded entity for tax purposes, is in possession of a determination letter from the Internal Revenue Service to such effect, which determination letter has not been revoked or otherwise modified,
- (b) To the Knowledge of the NAH Parties, each NAH Party (i) is in compliance in all material respects with all applicable Laws pertaining to the operation of an organization described in § 501(c)(3) of the Code, as applicable, and (ii) has not entered into any transaction that would reasonably be expected to constitute an “excess benefit transaction” within the meaning of § 4958 of the Code.
- (c) To the Knowledge of the NAH Parties, the interests in the Real Property of the NAH Parties, are, and shall be through the Closing Date, exempt from all real and personal property Taxes, sales and use Taxes and there are no municipal assessments on, related to or under consideration for any of the Real Property.
- (d) Each NAH Party has filed all Tax Returns that it was required to file and has paid all Taxes shown thereon as owing. Except with respect to waivers or extensions that are no longer in force, no NAH Party 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 other than ordinary course extensions of time within which to file any Tax Return.

- (e) The NAH Parties have withheld and paid all material Taxes required to have been withheld and paid by it in connection with amounts paid or owing to any employee, independent contractor, creditor or other third party, and all Internal Revenue Service Forms W-2 and 1099 required with respect thereto have been properly completed and timely filed (taking into account all extensions).
- (f) No Liens for Taxes exist with respect to any of the NAH Assets, except for Permitted Encumbrances.
- (g) No NAH Party has received any written notice from any Governmental Authority of deficiency or assessment, or proposed adjustment or assessment, in respect of Taxes. To the Knowledge of the NAH Parties, there are no pending or threatened Proceedings relating to any liability in respect of Taxes of the NAH Parties.

4.24 Environmental Matters.

- (a) Except as disclosed on Schedule 4.24: (i) the NAH Parties have no Knowledge that any NAH Party, the Real Property or any improvements on the Real Property are in violation of any Environmental Laws; (ii) no NAH Party has received any written notice that remains outstanding from a Governmental Authority or any other Person that alleges that a NAH Party is in violation of or liable pursuant to applicable Environmental Laws; and (iii) no NAH Party has Knowledge of any facts which would reasonably be expected to form the basis for any such liability.
- (b) The NAH Parties have been duly issued, and currently have and will maintain through the Closing Date, all material Approvals and Permits required under any Environmental Law with respect to any of the Real Property.
- (c) To the Knowledge of the NAH Parties, 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 the NAH Parties have not used any portion of the Real Property as a dump or landfill.
- (d) The NAH Parties will promptly furnish to Chapters written notice of any material Environmental Condition or of any actions or notices described in this Section 4.24 arising or received after the date hereof prior to the Effective Time.

4.25 Indebtedness.

- (a) Schedule 4.25 sets forth a materially correct and complete list of all NAH Taxable Debt, including any trust indenture, loan agreement or other agreement entered into in connection with NAH Taxable Debt (the “NAH Taxable Debt Documents”). NAH has made available to Chapters correct and complete copies of the NAH Taxable Debt Documents.
- (b) Except as set forth as Schedule 4.25, to the Knowledge of the NAH Parties, no NAH Party is in violation of any of the terms and conditions of any NAH Taxable

Debt Documents and no event or condition exists that constitutes an event of default under any such documents or that with the passing of time or the giving of notice, or both, would constitute an event of default under any such documents.

- (c) The NAH Parties have no tax-exempt debt.

4.26 Absence of Changes.

Except as set forth on Schedule 4.26, NAH's last fiscal year ending date for which audited financial statements have been issued,, there has been no:

- (a) Material Adverse Effect;
- (b) material damage, destruction or loss with respect to or affecting any of the NAH Assets not covered by insurance;
- (c) strike, work stoppage, lockout or other significant labor dispute or, to the Knowledge of the NAH Parties, commencement of organization activity with respect to the workforce of the NAH Parties;
- (d) sale, transfer or other disposal of any of the NAH Assets, except in the Ordinary Course of Business;
- (e) Encumbrance imposed on any of the NAH Assets, except for Permitted Encumbrances;
- (f) change in any accounting policy or methodology, except as may have been required in accordance with GAAP;
- (g) transaction or other action by the NAH Parties outside the Ordinary Course of Business or not otherwise permitted by this Agreement; or
- (h) agreement, whether in writing or otherwise, by any NAH Party to take any of the actions set forth in this Section 4.26 or not otherwise permitted by this Agreement.

ARTICLE 5 **REPRESENTATIONS AND WARRANTIES OF CHAPTERS**

As of the Execution Date and as of the Closing Date (except to the extent any of the following refers to any other specific date and subject to Section 12.13 of this Agreement), Chapters represents and warrants to the NAH Parties, as follows:

5.1 Organization; Capacity.

Chapters is a corporation duly organized, validly existing and with an active status under the laws of the State of Florida. Chapters is qualified to do business under all applicable Laws of any Governmental Authority having jurisdiction over its businesses and to own its properties and conduct its business in the place and manner now conducted. Chapters has the requisite power

and authority to enter into this Agreement and the other Transaction Documents to which Chapters is (or at the Closing, will become) a party and to perform its obligations hereunder and thereunder. The execution and delivery by Chapters of this Agreement and documents described herein to which it is (or at the Closing, will become) a party, the performance by Chapters of its obligations under this Agreement and documents described herein to which it is a (or at the Closing, will become) Party and the consummation by Chapters of the Transaction, as applicable, have been, or will be prior to the Closing, duly and validly authorized and approved by all necessary corporate actions on the part of Chapters, none of which actions have been modified or rescinded and all of which actions remain in full force and effect.

5.2 Authority; Noncontravention.

The execution, delivery and performance of this Agreement and each other Transaction Document by Chapters thereto and the consummation by Chapters of the Transaction, as applicable:

- (a) are within Chapters' powers and are not in contravention or violation of the terms of the articles of incorporation or bylaws of Chapters and have been, or will be prior to the Closing, approved by all requisite corporate action;
- (b) except as set forth on Schedule 5.2(b), do not require that Chapters seek or obtain any Approval of, filing or registration with, the issuance of any material Permit by, or give any Notice to, any Governmental Authority;
- (c) assuming the Approvals and Permits set forth on Schedule 5.2(b) are obtained, to the Knowledge of Chapters, will not conflict in any material respect with, or result in any violation of or default under (with or without notice or lapse or both), or give rise to a right of termination, cancellation, acceleration or augmentation of any obligation or to loss of any material benefit under, (i) any Contract, instrument, indenture, covenant, or understanding to which Chapters is bound or is a party, or (ii) any Order or Law to which Chapters may be subject;
- (d) to the Knowledge of Chapters, will neither conflict with, nor result in, a material breach or contravention of any agreement, lease, instrument, indenture, covenant, or understanding to which Chapters is bound or is a party; and
- (e) there are no outstanding powers of attorney executed by or on behalf of Chapters.

5.3 Binding Agreement.

This Agreement has been, and each Transaction Document to which Chapters is (or at the Closing, will become) a party has been, or upon execution thereof will be, duly executed and delivered by Chapters and (assuming due authorization, execution, and delivery by the NAH Parties and all other parties thereto) this Agreement and each Transaction Document to which Chapters is a party constitute legal, valid, and binding obligations of Chapters enforceable against Chapters 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.

5.4 Financial Information.

- (a) Schedule 5.4(a) hereto contains the following financial statements and financial information of Chapters (the “Chapters Historical Financial Information”):
 - (i) the audited consolidated balance sheets, statements of operation, statements of changes in net assets, and statements of cash flow (including the accompanying consolidating schedules of balance sheet information and statement of operation information) for Chapters as of, and for the twelve-month periods ended December 31, 20nivedita, and December 31, 2022.
 - (ii) the unaudited consolidated balance sheet (including the accompanying consolidating schedules of balance sheet information) and unaudited consolidated statement of operations (including the accompanying consolidating schedules of statement of operation information) prepared in the Ordinary Course of Business for the fiscal period ending on a date which is not more than sixty (60) calendar days prior to the Execution Date.
- (b) The consolidated financial statements included in the Chapters 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 Chapters Historical Financial Information, to the absence of notes and normal year-end audit adjustments, the effect of which is not material to Chapters), and are based on the information contained in the books and records of Chapters and its Affiliates. Chapters has not materially changed any accounting policy or methodology during the periods presented in the Chapters Historical Financial Information (including accounting policies and methodologies for determining the obsolescence of inventory or in calculating reserves, including reserves for uncollected accounts receivable).

5.5 Litigation.

Except as set forth on Schedule 5.5: (i) there is no Proceeding or Order pending or, to the Knowledge of Chapters, threatened against or affecting Chapters before any court or Governmental Authority that has or would reasonably be expected to have a material adverse effect on Chapters’ ability to perform this Agreement; and (ii) Chapters is not subject to any Order that would materially and adversely affect the consummation of the Transaction.

5.6 Regulatory Compliance.

Except as set forth on Schedule 5.6, for the prior three (3) years:

- (a) Neither Chapters, nor to Chapters’ Knowledge, any of its respective officers, directors or employees, have been convicted of, charged with, investigated for, or have engaged in conduct that would reasonably be expected to constitute, a violation of Law related to the Medicare or other Federal Health Care Program (as defined in 42 U.S.C. § 1320a-7(b)(f)) or any Law related to fraud, theft, embezzlement, breach of fiduciary duty, kickbacks, bribes, other financial

misconduct, obstruction of an investigation or controlled substances. Neither Chapters, nor to Chapters' Knowledge, any officer, director or employee of Chapters 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, charged with, investigated for, or engaged in conduct that would reasonably be expected to constitute a violation of any such Laws.

- (b) Chapters (i) is not a party to a corporate integrity agreement with the OIG; (ii) has no reporting obligations pursuant to any settlement agreement entered into with any Governmental Authority; (iii) has not been formally notified that it is the subject of any Government Program investigation conducted by any federal or state enforcement agency (not including routine or random surveys, audits or reviews which do not or reasonably should not result in findings materially adverse to the relevant Chapters); and (iv) has not been formally notified that it is a defendant in any qui tam/False Claims Act litigation (other than by reason of a sealed complaint of which Chapters may have no Knowledge).
- (c) Except in compliance with applicable Law, neither Chapters, nor to Chapters' Knowledge, any of their officers, directors or employees is a party to any contract, lease agreement or other arrangement (including any joint venture or consulting agreement) related to Chapters with any physician, physical or occupational therapist, health care facility, hospital, nursing facility, home health agency or other person or entity that is in a position to make or influence referrals to or otherwise generate business for Chapters with respect to its assets, to provide services or lease space or equipment.

5.7 Tax Matters.

Except as set forth on Schedule 5.7:

- (a) To the Knowledge of Chapters, Chapters (i) is and has been since the date of its incorporation, an organization exempt from federal income tax under § 501(a) of the Code as an organization that is described in § 501(c)(3), (ii) is not a private foundation within the meaning of § 509(a) of the Code because it is an organization described in §§ 509(a)(1), 509(a)(2) or 509(a)(3), (iii) is in possession of a determination letter from the Internal Revenue Service to such effect, which determination letter has not been revoked or otherwise modified, (iv) is in compliance in all material respects with all applicable Laws pertaining to the operation of an organization described in § 501(c)(3) of the Code, and (v) has not entered into any transaction that would reasonably be expected to constitute an "excess benefit transaction" within the meaning of § 4958 of the Code.
- (b) Chapters has filed all Tax Returns required to be filed by it. All Taxes due and owing by Chapters (whether or not shown on any Tax Return), have either been paid or are being contested in good faith by appropriate Proceedings for which adequate reserves have been established. Except with respect to waivers or extensions that are no longer in force, Chapters has not waived any statute of

limitations in respect of Taxes or agreed to any extension of time with respect to a Tax assessment or deficiency other than ordinary course extensions of time within which to file any Tax Return.

- (c) Chapters has withheld and paid all material Taxes required to have been withheld and paid in connection with amounts paid or owing to any employee, independent contractor, creditor or other third party, and all Internal Revenue Service Forms W-2 and 1099 required with respect thereto have been properly completed and timely filed (taking into account all extensions).
- (d) Chapters has not received any written notice from any Governmental Authority of deficiency or assessment, or proposed adjustment or assessment, in respect of Taxes of Chapters. To the Knowledge of Chapters, there are no pending or threatened Proceedings relating to any liability in respect of Taxes of Chapters.

ARTICLE 6

PRE-CLOSING COVENANTS OF THE PARTIES

The covenants of the Parties set forth in this Article 6 shall apply to the period between the Execution Date and the Closing.

6.1 Access to Information.

Subject to the terms of the Confidentiality Agreement agreed upon by the Chapters and NAH, (i) the NAH Parties shall provide to Chapters and its authorized representatives such reasonable and customary access to and an opportunity to inspect, investigate and review all facilities, books and records of the NAH Parties and shall cause the trustees, employees, accountants, and other agents and representatives of the NAH Parties to reasonably cooperate in connection with Chapters' due diligence investigation of the NAH Parties' assets, contracts, liabilities, operations, records and other aspects of the operations, business and affairs of the NAH Parties, and (ii) Chapters shall provide to NAH and its authorized representatives such reasonable and customary access to and an opportunity to inspect, investigate and review all facilities, books and records of Chapters and shall cause the directors, employees, accountants, and other agents and representatives of Chapters to reasonably cooperate with NAH's due diligence investigation of Chapters' assets, contracts, liabilities, operations, records and other aspects of the operations, business and affairs of Chapters. All due diligence will be conducted by each Party in a manner that will not unreasonably interfere with the other Party's ongoing operations.

6.2 Conduct of Business.

From the Execution Date until the Effective Time (the "Interim Period"), except in the Ordinary Course of Business and consistent with past practices, as may be required related to the restructuring the Foundation effective as of the Effective Time pursuant to Section 2.3, or as otherwise approved in writing by Chapters, the NAH Parties will:

- (a) carry on the Business in substantially the same manner as it has heretofore and not make any material change in operations, finance, accounting policies, or the NAH Assets other than in the Ordinary Course of Business;

- (b) not make any change in employees or other personnel (excluding voluntary terminations, retirements, terminations for cause, and the hiring of necessary replacements in such situations) that is at a level of executive vice-president or above;
- (c) maintain the NAH Assets and all parts thereof in as good working order and condition as at present, ordinary wear and tear excepted;
- (d) make all normal and planned capital expenditures and other capital expenditures for emergency repairs or replacement;
- (e) perform in all material respects all of their obligations and enforce the performance in all material respects of any party's obligations under the Material Contracts;
- (f) keep in full force and effect present insurance policies or other comparable insurance on the NAH Assets;
- (g) use commercially reasonable efforts to maintain and preserve intact their business organizations with respect to the NAH Assets, retain their present employees at the Facilities and maintain their relationships with physicians, medical staff, suppliers, customers and others having business relations with the Facilities in the Ordinary Course of Business;
- (h) use commercially reasonable efforts to correct any requirements for improvement cited by any Governmental Authority or accreditation agency in the most recent surveys conducted by each or develop and timely implement evidence of standards compliance that is acceptable to any Governmental Authority or accreditation agency;
- (i) comply in all material respects with all Laws applicable to the conduct of the Business;
- (j) continue to collect accounts receivable and pay accounts payable with respect to the Business in the Ordinary Course of Business; and
- (k) comply with all obligations, covenants and requirements set forth in the NAH Taxable Debt Documents.

From and after the Execution Date, NAH shall notify Chapters as and when a NAH Party proposes to vary from, or to not take, any action described in subsections (a) through (k) of Section 6.2 (each, a "Proposed Change Notification"). Thereafter, any such proposed change may be undertaken by a NAH Party as permitted by this Section 6.2 including if consented to in writing by Chapters, which consent shall be deemed to have been given if no objection by Chapters is received by NAH within three (3) business days following the date of Chapters' receipt of the Proposed Change Notification; for purposes of clarification, Andrew K. Molosky, President and CEO of Chapters and Rhonda White, COO of Chapters, are each independently authorized to approve of such action under the Proposed Change Notification. Each Proposed Change Notification shall be in writing (which may be in the

form of email) addressed to Andrew Molosky at MoloskyA@chaptershealth.org and Rhonda White at RWhite@chaptershealth.org and shall identify the proposed change and set forth a description of the proposed change in sufficient detail to allow Chapters to make an informed determination. In the event a NAH Party takes an action described in subsections (a) through (l) of Section 6.2 without first complying with this Section 6.2, such action of a NAH Party shall constitute a breach of this Agreement.

6.3 Negative Covenants.

During the Interim Period, except in the Ordinary Course of Business, upon the written approval of Chapters (which approval shall not be unreasonably withheld, conditioned or delayed), as may be required by applicable Law, or as contemplated or permitted by this Agreement, the NAH Parties will not, with respect to the Business or otherwise regarding the NAH Assets:

- (a) except for Contracts with physicians entered into in the Ordinary Course of Business, enter into any Contract (i) that involves direct or indirect payments to or from physicians or, to the Knowledge of the NAH Parties, other potential sources of referrals (or Persons owned or controlled, in whole or in part, by physicians or, to the Knowledge of the NAH Parties, potential sources of referrals, including those in a position to influence referrals) of a base compensation or fee of more than \$100,000 annually (or \$100,000 in the case of a Contract renewal), (ii) that is an employment agreement that commits to the payment of annual base compensation greater than \$100,000 and that is for a term greater than one year (regardless of whether such agreement satisfies the standards described in Section 6.3(a)(i)), (iii) that will restrict the ability of the NAH Parties to compete in any manner in any geographic area, (iv) that is with a union or other collective bargaining group, (v) that is with a managed care payor or other third party payor, except for an amendment to an existing Contract with a managed care payor or third party payor in the Ordinary Course of Business; (vi) that is a Contract containing a restrictive covenant, change of control or other Contract provision that would trigger a modification or termination of the Contract or that requires the consent from or notice to any third party to the Contract as a result of the Transaction, or (vii) that is a Contract involving the payment by a NAH Party of more than \$100,000 annually (or \$100,000 in the case of a Contract renewal);
- (b) materially amend any Contract that is of the type referenced in either Section 6.3(a) above, except in the Ordinary Course of Business;
- (c) materially increase compensation payable to, or to become payable to, or make or agree to make a bonus payment to, any employee, physician, trustee, or officer or under any consulting or independent contractor Contract, except in the Ordinary Course of Business in accordance with existing personnel policies or as necessary to comply with Contracts that are binding on a NAH Party as of the Execution Date;
- (d) (i) by action or inaction, abandon, terminate, cancel, forfeit, waive or release any material rights of a NAH Party, in whole or in part, with respect to the NAH Assets or encumber any of the NAH Assets (other than purchase money security interests

or vendor financing entered into in the Ordinary Course of Business); (ii) effect any corporate merger, business combination, reorganization or similar transaction or take any other action, corporate or otherwise; or (iii) settle any dispute or threatened dispute with any Governmental Authority regarding the NAH Assets in a manner that materially and adversely affects the Business;

- (e) except for an emergency capital expenditure, make any material unbudgeted capital expenditure commitment for additions to property, plant, equipment, intangible or capital assets or for any other purpose, other than for emergency repairs or replacement;
- (f) fail to maintain the books, accounts and records of the NAH Parties in accordance with GAAP consistently applied;
- (g) amend the Articles of Incorporation, Bylaws or other comparable charter or organizational documents of the NAH Parties, except as required by this Agreement;
- (h) adopt or amend any new or existing Plans of the NAH Parties (other than such routine amendments as may be necessary for regulatory compliance);
- (i) apply for or become subject to the appointment of a receiver, trustee or liquidator, make an assignment for benefit of its creditors, admit in writing its inability to pay its debts as they become due, or file a voluntary petition in any court of competent jurisdiction seeking protection from creditors or declaring itself insolvent and unable to meet its obligations when due;
- (j) incur any unbudgeted long-term indebtedness;
- (k) alter title to the Owned Real Property as it exists on the Execution Date, between the Execution Date and Closing; or
- (l) sell, assign or otherwise transfer any lease of the Leased Real Property or enter into any sublease, license or occupancy agreement with respect to all or any portion of the Leased Real Property.

6.4 Notification of Certain Matters.

- (a) From the date hereof to the Effective Time, the NAH Parties shall give prompt written notice to Chapters of (i) the occurrence, or failure to occur, of any event that causes any representation or warranty of the NAH Parties contained in this Agreement to be untrue in any material respect, and (ii) any failure of the NAH Parties 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.
- (b) From the date hereof to the Closing Date, Chapters shall give prompt notice to the NAH Parties of (i) the occurrence, or failure to occur, of any event that causes any representation or warranty of Chapters contained in this Agreement to be untrue in

any material respect, and (ii) any failure of Chapters 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. Such notice shall provide a reasonably detailed description of the relevant circumstances, based on facts known to Chapters.

6.5 Restrictive Contracts.

With regard to any Material Contract that contains change of control or other provision that would trigger a modification or termination of the Material Contract as a result of the Transaction or that requires consent from or notice to any third party to the Material Contract as a result of the Transaction, the NAH Parties shall be responsible for and shall use their commercially reasonable efforts to obtain all such consents and provide all such notices. If any such consent cannot be obtained despite such commercially reasonable best efforts, the NAH Parties shall upon the reasonable request of Chapters cooperate in any reasonable arrangement designed to preserve benefits under any such Material Contract, including enforcement of any and all rights of the NAH Parties against the other party or parties thereto arising out of the breach or cancellation by such other party or otherwise.

6.6 Approvals.

Between the date hereof and the Closing Date, the NAH Parties and Chapters shall use their respective commercially reasonable best efforts to obtain all Approvals and Permits and deliver all Notices necessary for the completion of the Transaction and the operation of the Business following the Closing. Chapters and the NAH Parties agree to reasonably cooperate with each other and to provide such information and communications to each other or to any Governmental Authority as may be reasonably requested by one another or any Governmental Authority in order to obtain the Approvals and Permits and deliver the Notices contemplated above or as otherwise necessary to consummate the Transaction. Subject to any limitations required by applicable Law, Chapters and the NAH Parties will, and will cause their respective counsel to, supply to each other copies of all material correspondence, filings or written communications by such Party with any Governmental Authority or staff members thereof, with respect to the Transaction.

6.7 Additional Financial Information.

Within thirty (30) days following the end of each calendar month prior to the Closing Date, NAH will deliver to Chapters, copies of the unaudited consolidated balance sheets and the related unaudited combined income statements relating to the Business for each month then ended. Within ten (10) business days of receipt, NAH will deliver to Chapters for fiscal years ending prior to the Closing Date audited consolidated balance sheets, statements of operation, statements of changes in net assets, and statements of cash flow (including the accompanying consolidating schedules of balance sheet information and statement of operation information). Such financial statements shall have been prepared from and in accordance with the books and records of the NAH Parties, shall be true, correct and complete in all material respects and 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 in the case of the unaudited

monthly statements, 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 Transaction.

6.8 Closing Conditions.

Between the Execution Date and the Effective Time, the NAH Parties and Chapters will use their commercially reasonable efforts (unless another standard is provided for herein) to cause the conditions specified in Article 8 and Article 9 hereof over which the NAH Parties and Chapters, respectively, have control, including the receipt of all required Approvals and Permits set forth on Schedules 8.4 and 9.4, to be satisfied as soon as reasonably practicable, but in all events on or before the Effective Time.

ARTICLE 7 **POST-CLOSING COVENANTS OF THE PARTIES**

The covenants of the Parties set forth in this Article 7 shall apply to the period that commences on the Effective Time.

7.1 Governance Structure and Board Composition.

7.1.1 Chapters Board of Directors.

As part of its process for nominating individuals to serve on its board of directors, Chapters will periodically communicate with representatives of NAH and the other hospices that become part of Chapters West to identify candidates for the Chapters board of directors whose qualifications are consistent with Chapters' strategic plans. A key focus in nominating individuals to serve on the Chapters board will be the skills and abilities required to govern Chapters on a health system-wide, business enterprise level. Provided that the Transaction has been completed by April 1, 2025, NAH will coordinate with the other Chapters West hospices whose affiliation transactions have closed by such date to collectively nominate one individual to serve on the Chapters board. The nomination will be submitted to Chapters as part of its April 2025 board nomination process and, provided that the nominee satisfies Chapters' criteria for board membership, Chapters management will work with the Chapters board to seek such nominee's approval to serve.

7.1.2 NAH Parties Boards of Trustees.

For a period of five (5) years after the Closing (the "Transition Period"), the initial post-Closing NAH Board and the NAH Affiliates boards of trustees will consist of those individuals serving on such boards immediately prior to the Closing (the "Legacy Elected Trustees") and the following: (a) Chapters' President/Chief Executive Officer, Chief Administrative Officer, and Chief Financial Officer who will serve as ex-officio voting members, and (b) Chapters' Chief Operating Officer, Chief Business Development Officer, Chief Medical Officer, Chief People Officer, Chief Information Officer, Chief Compliance Officer, and Vice President-Foundation who shall serve as ex-officio, non-voting members. The NAH Board will serve in accordance with the Bylaws of NAH attached as Exhibit 2.2B and shall continue to exercise authority to oversee

and direct the corporate activities and affairs of NAH and the NAH Affiliates, subject to the reserved powers of Chapters.

7.2 Operational Enhancements.

After the Closing, Chapters' support center services and shared services will be made available for the benefit of NAH and the NAH Affiliates, in accordance with the following:

- (a) Support Center Services. As soon as reasonably practicable after the Closing, Chapters will provide the services available through the Chapters support center office, both as currently offered and as may be offered in the future, for the benefit of NAH and the NAH Affiliates. Costs associated with the provision of such services will be allocated through a corporate services allocation methodology that is determined by Chapters after substantial input from the Chapters West hospices that takes into account the reimbursement rates and cost structures of the Chapters West hospices, as will be set forth in a management agreement to be entered into between Chapters and NAH after the Effective Time (the "Management Agreement"). The functions and/or departmental services provided through the Chapters support center office at the time of Closing will primarily consist of the following: financial and accounting; information and telecommunications; regulatory and corporate compliance; human resources; marketing, communications and public affairs; legal; facilities management; development and fundraising; chief medical officer support; and executive management and consulting ("Support Center Services").
- (b) Shared Services. After the Effective Time, NAH and the NAH Affiliates will participate in Chapters' shared services ("Shared Services"). The scope of such Shared Services shall be provided to NAH consistent with the Shared Services provided by Chapters to other Chapters' affiliated hospices that participate in such programs. The costs associated with participation in such Shared Services programs will be reimbursed by NAH to Chapters substantially consistent with the allocation methodology described in Section 7.2(a).

7.3 Preservation of NAH's Legacy and Recognition of NAH's Founders.

Chapters recognizes the significant contributions that NAH has made to its local community and intends to work together with NAH following the Effective Time to ensure that NAH's legacy within the Service Area is preserved, including without limitation, by continuing to use "The Nathan Adelson Hospice" as the primary brand for hospice services in the Service Area; provided, however, that NAH and the NAH Affiliates may also be publicly referred to after the Effective Time as Affiliates of Chapters. Chapters agrees to NAH's continued recognition of Irwin and Susan Molasky as the NAH founders.

7.4 Employees.

- (a) Subject to Section 7.4(b), substantially all of NAH's employees who are employed and in good standing with NAH as of the Closing will continue to be employees of NAH for at least an interim period of twelve (12) weeks after the Closing (except

for any such employees who are terminated for cause or who voluntarily resign). The Parties intend that continued employment for NAH employees will be pursuant to terms and conditions that in the aggregate are substantially comparable to those that exist prior to the Closing.

- (b) For at least twelve (12) months subsequent to the Effective Time, NAH will continue to employ the NAH employees who are in the following positions as of the Effective Time unless any such employee is terminated for cause or voluntarily resigns: (i) Chief Nursing Officer; (ii) Vice President of Employees and Volunteers; (iii) Vice President of Compliance and Education, (iv) Controller; (v) Director IPU; (vi) Clinical Manager IPU; (vii) Senior Director Facilities; (viii) Director of Homecare; (ix) Director of Business Development; (x) Director of Palliative Care; (xi) Finance Manager; (xii) Medical Director. During such period of continued employment such NAH employees' compensation shall remain substantially similar to their compensation as of the Effective Time provided that their positions and job responsibilities may change.
- (c) To the extent that Chapters opts to implement any changes to NAH Plans as of the Effective Time or during at any time thereafter, then Chapters shall:
 - (i) Honor prior service credit under the Plans for purposes of eligibility and vesting under employee benefit plans maintained by Chapters and shall waive any eligibility requirement or pre-existing condition limitation for persons previously covered under Plans;
 - (ii) Honor all NAH employees' accrued vacation, sick leave, family leave, and other paid-time-off, including long term illness bank balances and any leave status.

7.5 Executive Team and Management.

- (a) The NAH Executive Team will report to the NAH Executive Director ("NAH Executive Director"), who shall be appointed in accordance with the Bylaws of NAH attached as Exhibit 2.2B. The NAH Executive Director will act pursuant to a job description determined by Chapters in consultation with the NAH Board and will have such other powers and duties as may be assigned to him/her from time to time by the NAH Board and President of the Chapters West Region, provided that such other powers and duties shall not be inconsistent with the Executive Director's job description. The Executive Director shall have no role or responsibilities related to the Foundation.
- (b) Effective as of the Effective Time, the current NAH President and Chief Executive Officer will transition to the role of President of the Chapters West Region and become a Chapters employee pursuant to a formal arrangement to be entered into between such parties.

7.6 Restricted Funds.

- (a) Chapters and the NAH Parties will continue to be bound by and honor the terms of all endowments and/or donor-restricted funds, and the beneficial interests of the Parties in any gifts or bequests shall continue. Future contributions to each of the Parties, whether under will, deed of trust or otherwise, shall be treated as contributions to the named Party. Subject to applicable law and provided that the Foundation continues to qualify as a public charity exempt from federal income tax pursuant to Section 501(c)(3) of the Code, after the Effective Time any gifts, bequests, or other charitable contributions made to “Nathan Adelson,” “Nathan Adelson Hospice” or any variation of the same, shall be transferred to and owned solely by the Foundation and used in furtherance of the Foundation’s charitable purposes which are as referenced in Section 2.3 of this Agreement.
- (b) If at any time the Foundation fails to not qualify as a public charity exempt from federal income tax pursuant to Section 501(c)(3) of the Code, (i) all gifts, bequests, and other charitable contributions of every kind and nature that are then held by the Foundation shall be transferred to and become the sole property of NAH, (ii) all future gifts, bequests, and charitable contributions of every kind and nature directed to “Nathan Adelson,” “Nathan Adelson Hospice,” or any variation of the same shall be retained by and owned solely by NAH, and (iii) the Foundation shall as soon as practicable change its name so as to not contain a reference to “Nathan Adelson.”

7.7 Restrictions on Use of Certain NAH Assets.

After the Effective Time, all assets on the NAH Parties’ balance sheets as of the Closing, any proceeds from the sale of any real estate or health facility owned by a NAH Party as of the Closing, and any future fundraising proceeds of the NAH Parties will continue to be used solely for qualifying end of life, hospice or palliative care charitable purposes in the Service Area, and in any expanded service area approved by the majority of the Legacy Elected Trustees and Chapters if prior to the third anniversary of the Effective Time, and by a majority of the voting members of the NAH Board and Chapters thereafter.

7.8 Preservation of Real Estate Assets.

Chapters shall retain the existing NAH Real Estate Assets. Any material changes to the NAH Real Estate Assets, including, but not limited to, the termination of or a material amendment to a lease agreement of a Leased Real Property, or the mortgaging of an Owned Real Property, shall require approval of a majority of the Legacy Elected Trustees and Chapters if prior to the third anniversary of the Effective Time, and by a majority of the voting members of the NAH Board and Chapters thereafter.

7.9 Preservation of Programs.

Chapters will allow NAH to retain the following programs, which are unique to NAH and provide various benefits to the community, for so long as the Foundation provides the financial support required to fully fund the programs:

- (a) Fellowship Program
- (b) Bonnie Schreck Complementary Therapies Program
- (c) Carole Fisher Meal Delivery
- (d) Pet Peace of Mind
- (e) Veteran's Programs
- (f) Transportation Program
- (g) Mobile Clinic
- (h) Angel Tree Program for the Holidays
- (i) Art Therapy

7.10 Foundation.

- (a) As set forth in Section 2.3, the Parties agree and acknowledge that the Foundation will become an independent entity of which Chapters will not become the sole member. The Foundation's purposes and mission and required distribution of its property and assets upon dissolution shall be as described in Section 2.3 of this Agreement, and after the Effective Time the Foundation shall not make any change to such purposes and mission or required distribution of property and assets upon dissolution without the prior written consent of NAH and Chapters. The Foundation shall collaborate with NAH during NAH's annual budget process to determine the Foundation's funding allocations to NAH for a given period. Provided that the Foundation has sufficient assets, during the first two (2) years of the Transition Period the Foundation's annual funding allocation to NAH to cover NAH's operating deficits in each fiscal year shall not exceed the Foundation's average annual funding allocation to NAH to cover NAH's operating deficits over the five (5) fiscal years immediately prior to the Effective Time; during the third (3rd) year of the Transition Period the Foundation's annual funding allocation to NAH to cover NAH's operating deficits shall not exceed fifty percent (50%) of the Foundation's average annual funding allocation to NAH to cover NAH's operating deficits over the five (5) years immediately prior to the Effective Time; and commencing with the fourth (4th) year of the Transition Period and continuing thereafter the Foundation will have no obligation to provide funding support to cover NAH's operational deficits but will continue to provide the financial support for those programs referenced in Section 7.9 above, to the extent of the Foundation's assets.
- (b) The Foundation and NAH may enter into certain agreements to support the Foundation's continued operations, including, but not limited to, office space lease agreement and employee lease agreements. Any such agreements shall be at the fair market value of the goods or services provided.

- (c) Prior to or after the Effective Time Chapters and the Foundation will discuss the potential for Chapters providing certain services to the Foundation, provided however, that any such arrangement shall be memorialized in writing and be subject to such terms and conditions as such parties may agree. Any agreement between Chapters and the Foundation shall be entered into at arms' length and provide for the payment of fair market value in exchange for services rendered. The execution of an agreement between Chapters and the Foundation shall not be a condition to Closing.

7.11 Changes to Certain Existing Contracts.

Chapters agrees that any material changes proposed by Chapters after the Effective Time to Contracts listed on Schedule 7.11, including, but not limited to, the termination of a Contract or a material amendment to a Contract (but not including the renewal or non-renewal of such a Contract), shall require approval of a majority of the Legacy Elected Trustees and Chapters if prior to the third anniversary of the Effective Time, and by a majority of the voting members of the NAH Board and Chapters thereafter.

7.12 Support for Innovation/Strategic Growth.

Chapters is committed to supporting NAH, including through operational support and exploration of financing options consistent with NAH's goals and strategic growth initiatives, such as those related to primary care, pediatrics, palliative care wrap around services, and PACE.

7.13 Access to Industry Organizations.

Chapters acknowledges and agrees that NAH may continue its participation in certain organizations, including, but not limited to, the National Partnership for Healthcare and Hospice Innovation, the Center for Advanced Palliative Care, the Coalition to Transform Advanced Care, and the Nevada Hospital Association.

7.14 Access to Information.

The Parties acknowledge that, subsequent to the Effective Time, Chapters and NAH may need access to information and documents in the control or possession of the other for purposes of completing the Transaction, audit preparation, compliance with Laws and other legitimate business purposes. The Parties agree that they will provide such information and documents in their possession or control to the other Parties, their attorneys and independent auditors as shall be reasonably necessary or appropriate for the purposes described in this Section 7.14, subject to all applicable Laws, specifically including the Laws pertaining to antitrust and competition.

7.15 Strategic Capital Plan and Capital Commitments.

- (a) During the twelve (12) month period after the Effective Time, Chapters will work with NAH to establish a strategic capital plan which shall include the following capital projects:

- (i) New roof for Swenson inpatient unit facility;
- (ii) Replacement of transport van(s);
- (iii) Generator upgrade for Swenson inpatient unit facility;
- (iv) Swenson inpatient unit facility parking expansion project; and
- (v) Upgrade fire alarm control at The Walter L. Schwartz Center for Compassionate Care.

The Parties acknowledge that capital funding for NAH will be allocated and prioritized in such a way that balances NAH's operational needs with the risk to Chapters that the Agreement may be terminated after the Effective Time pursuant to Section 10.3 or Section 10.4 of this Agreement.

- (b) During the twelve (12) month period after the Effective Time, the Parties shall create a Strategic Capital Oversight Committee that will, during the Transition Period, facilitate the review, prioritization and implementation of NAH's strategic capital plan, including, but not limited to, establishing timelines for completion of each capital project, and issue recommendations for consideration by NAH and Chapters. The Strategic Capital Oversight Committee will have an equal number of NAH and Chapters representatives to be appointed by each Party.

7.16 Integration Committee and Integration Plan.

Following the Effective Time, NAH and Chapters will establish an Integration Committee, consisting of an equal number of representatives of each Party to collaboratively coordinate the integration of the NAH Parties and Chapters for a period of at least (12) months following the Effective Time (the "Integration Period") (the "Integration Committee"). The Integration Committee shall consist of an equal number of NAH and Chapters representatives. The Integration Committee will report to the NAH Board and Chapters Board, as applicable. The Integration Committee shall generally be responsible for the oversight of integration activities and implementation of the Integration Plan as detailed herein. During the Interim Period and subject to compliance with applicable law (including, without limitation, antitrust laws), the Parties will develop a detailed integration plan (the "Integration Plan") and shall finalize such Integration Plan prior to the Effective Time.

ARTICLE 8 **CONDITIONS PRECEDENT TO OBLIGATIONS OF CHAPTERS**

The obligations of Chapters hereunder are subject to the satisfaction, on or prior to the Closing Date, of the following conditions unless waived in writing by Chapters:

8.1 Representations and Warranties.

The representations and warranties of the NAH Parties contained in this Agreement and in any document, instrument or certificate delivered hereunder shall be true and correct in all material

respects at and as of the Execution Date and on the Closing Date with the same force and effect as if made as of the Closing (except to the extent expressly made as of an earlier date, in which case as of such earlier date).

8.2 Performance.

The NAH Parties shall have performed and complied, in all material respects, with all agreements, obligations and covenants contained in this Agreement that are required to be performed or complied with by the NAH Parties at or prior to the Closing.

8.3 No Material Adverse Effect.

No Material Adverse Effect shall have occurred with respect to NAH.

8.4 Pre-Closing Confirmations by Governmental Authorities.

Chapters shall have obtained documentation or other evidence reasonably satisfactory to Chapters that the Parties have received all those Approvals and Permits set forth on Schedule 8.4.

8.5 Action/Proceeding.

No court or any other Governmental Authority shall have issued an Order restraining or prohibiting the Transaction (that, if not permanent, has not been lifted or vacated or otherwise is no longer in effect); no Governmental Authority shall have commenced or threatened in writing to commence any Proceeding before any court of competent jurisdiction or other Governmental Authority that seeks to restrain or prohibit the consummation of the Transaction or otherwise seeks a remedy which would reasonably be expected to materially and adversely affect the operation of the Business, and none of the Justice Department, FTC, Nevada Attorney General, or Nevada Department of Health and Human Services, Division of Public and Behavioral Health shall have requested, orally or in writing, that Chapters delay, postpone or forebear from the Closing.

8.6 Closing Documents.

The NAH Parties shall have executed and delivered to Chapters all of the documents and other items required to be delivered by the NAH Parties as contemplated by Section 3.2 or otherwise pursuant to any term or provision of this Agreement.

8.7 Post-Closing Compliance with Laws and Regulations.

Chapters shall have received such reasonable assurances as it determines to be reasonably necessary to confirm that the Transaction described in this Agreement and the post-Closing operations and affairs of Chapters and the NAH Parties will comply with all applicable Laws, including those relating to antitrust and competition, and that all other outstanding substantive and regulatory issues have been resolved to the satisfaction of Chapters.

8.8 Tax-Exempt Status of NAH.

Chapters shall have received such reasonable assurances as it deems reasonably necessary to confirm that, since the Execution Date, (i) no changes in Law shall have occurred and (ii) no changes in facts and circumstances (excluding these that were either reasonably foreseeable or caused by or within the control of Chapters) shall have transpired, that in either case cause the Code § 501(c)(3) federal income tax-exempt status of NAH to be placed in jeopardy by the Closing of the Transaction.

8.9 Completion of Due Diligence.

Chapters shall have completed such due diligence of the NAH Parties, and the NAH Assets as it deems appropriate and shall be satisfied with the results thereof in its sole discretion.

8.10 Approvals.

All actions to be taken by the NAH Parties in connection with the execution, delivery, and performance of this Agreement and the ancillary documents, the consummation of the Transaction contemplated hereby or thereby, and all consents, certificates, documents, instruments, agreements and government approvals required to effect the Transaction contemplated hereby or thereby shall be reasonably satisfactory in form and substance to Chapters.

8.11 Schedules, Exhibits, Attachments, and Ancillary Documents.

The Schedules delivered by the NAH Parties shall be complete to the reasonable satisfaction of Chapters and all Exhibits, attachments, and ancillary documents shall be in the form and substance reasonably satisfactory to Chapters.

8.12 Further Assurances.

Chapters shall have received such consents, certificates, documents, instruments, and agreements as may reasonably be required by them to carry out and consummate the Transaction contemplated hereby and to evidence the fulfillment of the agreements herein contained and the performance of all the conditions to the consummation of the Transaction.

ARTICLE 9

CONDITIONS PRECEDENT TO OBLIGATIONS OF THE NAH PARTIES

The obligations of the NAH Parties hereunder are subject to the satisfaction, on or prior to the Closing Date, of the following conditions unless waived in writing by NAH:

9.1 Representations and Warranties.

The representations and warranties of Chapters contained in this Agreement and in any document, instrument or certificate delivered hereunder shall be true and correct in all material respects at and as of the Execution Date and on the Closing Date with the same force and effect as

if made as of the Closing (except to the extent expressly made as of an earlier date, in which case as of such earlier date).

9.2 Performance.

Chapters shall have performed and complied, in all material respects, with all agreements, obligations and covenants contained in this Agreement that are required to be performed or complied with by Chapters at or prior to the Closing.

9.3 No Material Adverse Effect.

No Material Adverse Effect shall have occurred with respect to Chapters.

9.4 Pre-Closing Confirmations by Governmental Authorities.

NAH shall have obtained documentation or other evidence reasonably satisfactory to NAH that the Parties have received such Approvals and Permits as set forth on Schedule 9.4.

9.5 Action/Proceeding.

No court or any other Governmental Authority shall have issued an Order restraining or prohibiting the Transaction (that, if not permanent, has not been lifted or vacated or otherwise is no longer in effect); no Governmental Authority shall have commenced or threatened in writing to commence any Proceeding before any court of competent jurisdiction or other Governmental Authority that seeks to restrain or prohibit the consummation of the Transaction or otherwise seeks a remedy which would reasonably be expected to materially and adversely affect the operation of the Business, and none of the Justice Department, FTC, Nevada Attorney General, or Nevada Department of Health and Human Services, Division of Public and Behavioral Health shall have requested, orally or in writing, that the NAH Parties delay, postpone or forebear from the Closing.

9.6 Closing Documents.

Chapters shall have executed and delivered to NAH all of the documents and other items required to be delivered by Chapters as contemplated by Section 3.3 or otherwise pursuant to any term or provision of this Agreement.

9.7 Post-Closing Compliance with Laws and Regulations.

NAH shall have received such reasonable assurances as it determines to be reasonably necessary to confirm that the Transaction described in the Agreement and the post-Closing operations and affairs of the NAH Parties and Chapters will comply with all applicable Laws, including those relating to antitrust and competition, and that all other outstanding substantive and regulatory issues have been resolved to the satisfaction of NAH.

9.8 Tax-Exempt Status of Chapters.

NAH shall have received such reasonable assurances as it deems reasonably necessary to confirm that, since the Execution Date, (i) no changes in Law shall have occurred and (ii) no changes in facts and circumstances (excluding those that were either reasonably foreseeable or

caused by or within the control of NAH) shall have transpired, that in either case cause the Code § 501(c)(3) federal income tax-exempt status of Chapters, to be placed in jeopardy by the Closing of the Transaction.

9.9 Completion of Due Diligence.

NAH shall have completed such due diligence of Chapters as NAH deems appropriate and shall be satisfied with the results thereof in its sole discretion.

9.10 Schedules, Exhibits, Attachments, and Ancillary Documents.

The Schedules delivered by Chapters shall be complete to the reasonable satisfaction of NAH and all Exhibits, attachments, and ancillary documents shall be in the form and substance reasonably satisfactory to NAH.

9.11 Further Assurances.

NAH shall have received such consents, certificates, documents, instruments and agreements as may reasonably be required by them to carry out and consummate the Transaction contemplated hereby and to evidence the fulfillment of the agreements herein contained and the performance of all of the conditions to the consummation of such Transaction.

9.12 Approvals.

All actions to be taken by Chapters in connection with the execution, delivery, and performance of this Agreement and the ancillary documents, the consummation of the Transaction contemplated hereby or thereby, and all consents, certificates, documents, instruments, agreements and governmental approvals required to effect the Transaction contemplated hereby or thereby shall be reasonably satisfactory in form and substance to NAH.

9.13 Chapters West Region.

NAH shall have received confirmation from Chapters that (i) at least one of its affiliation transactions with Willamette Valley Hospice, Inc., d/b/a Willamette Vital Health and East Bay Integrated Care, Inc., d/b/a Hospice East Bay, respectively, shall have closed, and (ii) if both such transactions have not closed that Willamette Valley Hospice, Inc., d/b/a Willamette Vital Health or East Bay Integrated Care, Inc., d/b/a Hospice East Bay, as the case may be, shall have entered into a binding affiliation agreement to affiliate with Chapters and that Chapters is not aware of any violation, breach, default or other condition related to such affiliation agreement that could reasonably be expected to result in a failure to close the transaction contemplated thereby.

ARTICLE 10

TERMINATION

10.1 Termination Prior to Closing.

This Agreement may be terminated and the Transaction may be abandoned at any time prior to the Closing only as follows:

- (a) by mutual consent in writing of Chapters and NAH;
- (b) by NAH, if Chapters breaches in any material respect any of the representations, warranties, covenants or other agreements of Chapters contained in this Agreement, which breach has not been waived in writing or cannot be or has not been cured within ninety (90) calendar days after the giving of written notice by NAH to Chapters specifying such breach;
- (c) by Chapters, if NAH breaches in any material respect any of the representations, warranties, covenants or other agreements of the NAH Parties contained in this Agreement, which breach has not been waived in writing or cannot be or has not been cured within ninety (90) calendar days after the giving of written notice by Chapters to NAH specifying such breach;
- (d) by Chapters or NAH, if any court or any other Governmental Entity issues an order restraining or prohibiting such Party from consummating the Transaction and such order becomes final and non-appealable;
- (e) by NAH, if satisfaction of any of the conditions in Article 9 is or becomes impossible and NAH has not waived such condition in writing; provided that in each case the failure to satisfy the applicable condition or conditions has occurred by reason other than (A) through the failure of the NAH Parties to comply with its obligations under this Agreement, or (B) Chapters' failure to provide its closing deliveries on the Closing Date is as a result of the NAH Parties not being ready, willing and able to close the Transaction on the Closing Date;
- (f) by Chapters, if satisfaction of any of the conditions in Article 8 is or becomes impossible and Chapters has not waived such condition in writing; provided that in each case the failure to satisfy the applicable condition or conditions has occurred by reason other than (A) through the failure of Chapters to comply with their obligations under this Agreement, or (B) the failure of the NAH Parties to provide their closing deliveries on the Closing Date is as a result of Chapters not being ready, willing and able to close the Transaction on the Closing Date; or
- (g) by either Chapters or NAH, if the Closing has not occurred (other than through the failure of any Party seeking to terminate this Agreement to comply in all material respects with its obligations under this Agreement) on or before March 31, 2025, or such other date as mutually agreed in writing by the Parties.

10.2 Effect of Termination Prior to Closing.

In the event that this Agreement is terminated by either Chapters or NAH pursuant to Section 10.1, this Agreement shall forthwith become void and have no effect, and all rights and obligations of the Parties under this Agreement shall terminate, without any liability or obligation of any Party to any other Party of any nature or kind whatsoever (whether at law or in equity or otherwise), except that the provisions of this Article 10, Article 11 and Section 12.6 shall survive such termination, and nothing contained in this Agreement shall relieve any Party hereto from liability for damages resulting from any failure to perform any of its covenants or obligations set forth in this Agreement.

10.3 Termination of Affiliation by NAH.

- (a) During the first thirty-six (36) months after the Effective Time (the “Probationary Period”), this Agreement and the affiliation contemplated under this Agreement may be terminated by NAH for any reason.
 - (i) Prior to NAH exercising the termination right set forth in this Section 10.3(a), the Parties shall complete the following process: (i) any dispute or grievance of NAH shall first be submitted to the President/CEO of Chapters and the Legacy Elected Trustees in writing; (ii) the President/CEO of Chapters and an appointed Legacy Elected Trustee shall then use their good faith efforts to resolve any such dispute or grievance within one hundred twenty (120) days after such notice is provided; (iii) if such dispute or grievance is not resolved by the President/CEO of Chapters and the appointed Legacy Elected Trustee or their designees within such one hundred twenty (120) day period, then the Legacy Elected Trustees may take a vote to disaffiliate NAH from Chapters; (iv) if at least sixty-six percent (66%) of the Legacy Elected Trustees vote in favor of disaffiliation, the Legacy Elected Trustees shall take a second vote to disaffiliate no less than thirty (30) days from the date of the first vote; and (v) if at least sixty-six percent (66%) of the Legacy Elected Trustees vote in favor of disaffiliation during the second vote, the Legacy Elected Trustees shall provide Chapters with notice of its intent to terminate this Agreement pursuant to this Section 10.3(a) with the effective date of such termination to take effective no less than one hundred twenty (120) days from the date of NAH’s termination notice. Notwithstanding the foregoing, at any time during the Probationary Period, at the election of at least sixty-six percent (66%) of the Legacy Elected Trustees, NAH may, at its sole discretion, provide written notice to Chapters to waive NAH’s right to terminate this affiliation under this Section 10.3(a).
 - (ii) In the event NAH terminates this Agreement pursuant to this Section 10.3(a), NAH shall pay to Chapters a termination fee as follows: (a) \$750,000 if such termination is effective during the first twelve (12) month period after the Effective Time; (b) \$1,200,000 if such termination is effective during the second twelve (12) month period after the Effective Time; and (c) \$2,000,000 if such termination is effective during the third twelve (12) month period after the Effective Time.

- (b) At any time prior to January 1, 2030, or such other time as may be indicated below, upon the occurrence of any of the following events and the written election of at least sixty-six percent (66%) of the Legacy Elected Trustees then in office electing that NAH disassociate from Chapters and terminate the Parties' affiliation that is delivered to Chapters within ninety (90) days following any such below event, the Parties shall take the actions set forth in Section 10.3(c) below:
- (i) At any time after the Effective Time Chapters decides by formal action taken by its Board of Directors or otherwise to convert NAH or Chapters to "for profit" status and no longer be exempt from the payment of income taxes under 501(c)(3) of the Code;
 - (ii) At any time after the Effective Time Chapters decides by formal action taken by its Board of Directors or otherwise to withdraw as the member of NAH or to add any additional member or members (except for a Chapters affiliate);
 - (iii) At any time after the Effective Time, Chapters decides by formal action taken by its Board of Directors or otherwise to sell all or substantially all of NAH's assets to a third party, or decides to merge with any other entity where Chapters or an Affiliate of Chapters is not the controlling entity after the merger;
 - (iv) NAH loses its license as a hospice agency;
 - (v) NAH is excluded from participation in Medicare, Medicaid or any other federally funded program;
 - (vi) Chapters removes the Legacy Elected Trustees during their term of office, except as permitted by the NAH Bylaws or in the event any such Legacy Elected Trustee pleads guilty to or is convicted of a crime involving moral turpitude, or is excluded by the OIG from participation in Medicare, Medicaid or any other federally funded program;
 - (vii) Chapters or any of its directors or senior leadership team members pleads guilty to or is convicted of a crime involving moral turpitude, or Chapters or any of its directors or senior leadership team members is excluded by the OIG from participation in Medicare, Medicaid or any other federally funded program;
 - (viii) During the two (2) year period following the Effective Time, Chapters breaches any material covenants or other agreements of Chapters contained in this Agreement;
 - (ix) Chapters elects, without first obtaining the approval of a majority of the Legacy Elected Trustees, to change the primary character or nature of NAH's business to something other than the operation of hospice services in the Service Area; or
 - (x) The Chapters West region has less than two (2) other affiliated nonprofit hospice organizations as members thereof at any time during the Transition Period for a period that extends for at least twelve (12) consecutive months.

- (c) In the event that this Agreement and the affiliation between NAH and Chapters is terminated pursuant to Section 10.3(a) or Section 10.3 (b), (i) NAH shall at the earliest reasonable date be restructured as a Nevada nonprofit corporation with no members, (ii) all of the trustees of NAH except for the Legacy Elected Trustees may be removed at the discretion of the Legacy Elected Trustees, (iii) this Agreement shall forthwith become void and have no further force or effect, except for the Parties' obligations set forth in this Section 10.3, (iv) all representatives of NAH serving on the Chapters West Region Advisory Council and any committees or boards of Chapters and its Affiliates shall be removed, and (v) all rights and obligations of the Parties under this Agreement shall immediately terminate, without any liability or obligation of any Party to any other Party of any nature or kind whatsoever (whether at law or in equity or otherwise) ("Disaffiliation"). However, in such event, the provisions of Section 12.6 shall survive such termination, and nothing contained in this Agreement shall relieve any Party hereto from liability for damages resulting from any failure to perform any of its covenants or obligations set forth in this Agreement. In the event of a Disaffiliation, the Parties may enter into such agreements as may be necessary to allow for an orderly wind down of the affiliation including Chapters continuing to provide NAH with certain Shared Services after the Disaffiliation.

10.4 Termination of Affiliation by Chapters.

- (a) During the Probationary Period this Agreement and the affiliation contemplated under this Agreement may be terminated by Chapters for any reason. Prior to Chapters exercising the termination right set forth in this Section 10.4(a), the Parties shall complete the following process: (i) any dispute or grievance of Chapters shall first be submitted to the President/CEO of Chapters and the Legacy Elected Trustees in writing; (ii) the President/CEO of Chapters and an appointed Legacy Elected Trustee shall then use their good faith efforts to resolve any such dispute or grievance within one hundred twenty (120) days after such notice is provided; (iii) if such dispute or grievance is not resolved by the President/CEO of Chapters and the appointed Legacy Elected Trustee or their designees within such one hundred twenty (120) day period, then Chapters Board of Directors may take a vote to disaffiliate Chapters from NAH; (iv) if at least sixty-six percent (66%) of the Chapters Board members vote in favor of disaffiliation, the Chapters Board members shall take a second vote to disaffiliate no less than thirty (30) days from the date of the first vote; and (v) if at least sixty-six percent (66%) of the Chapters Board members vote in favor of disaffiliation during the second vote, the Chapters President/CEO shall provide the appointed Legacy Elected Trustee with notice of its intent to terminate this Agreement pursuant to this Section 10.4(a) with the effective date of such termination to take effect no less than one hundred twenty (120) days from the date of Chapters' termination notice. Notwithstanding the foregoing, at any time during the Probationary Period, at the election of at least sixty-six percent (66%) of the Chapters Board members, Chapters may, at its sole discretion, provide written notice to the Legacy Elected Trustees to waive Chapters' right to terminate this affiliation under this Section 10.4(a).
- (b) In the event that this Agreement and the affiliation between NAH and Chapters is

terminated pursuant to Section 10.4(a), (i) NAH shall at the earliest reasonable date be restructured as a Nevada nonprofit corporation with no members, (ii) all of the trustees of NAH except for the Legacy Elected Trustees may be removed at the discretion of the Legacy Elected Trustees, (iii) this Agreement shall forthwith become void and have no further force or effect, except for the Parties' obligations set forth in this Section 10.4, (iv) all representatives of NAH serving on the Chapters West Region Advisory Council and any committees or boards of Chapters and its Affiliates shall be removed, and (v) all rights and obligations of the Parties under this Agreement shall immediately terminate, without any liability or obligation of any Party to any other Party of any nature or kind whatsoever (whether at law or in equity or otherwise). However, in such event, the provisions of Section 12.6 shall survive such termination, and nothing contained in this Agreement shall relieve any Party hereto from liability for damages resulting from any failure to perform any of its covenants or obligations set forth in this Agreement. In the event of a Disaffiliation, the Parties may enter into such agreements as may be necessary to allow for an orderly wind down of the affiliation including Chapters continuing to provide NAH with certain Shared Services after the Disaffiliation.

ARTICLE 11 ADDITIONAL AGREEMENTS

11.1 Exclusivity.

During the period from the Execution Date to the earlier of (i) the Closing Date or (ii) the date on which discussions with respect to a potential Transaction have been terminated by either Party pursuant to Section 10.1 and any applicable cure periods have expired:

- (a) The NAH Parties will not (i) offer for lease, sale, divestiture or other disposition its assets and operations (or any material portion thereof), or any ownership or membership interest in the NAH Parties; (ii) solicit offers to lease, sell, divest or otherwise dispose of its assets and operations (or any material portion thereof), or any ownership or membership interest in the NAH Parties; (iii) hold discussions with any party (other than Chapters) looking toward any such transaction, offer or solicitation such as those referenced in subsections (i) and (ii) above; (iv) enter into any agreement with any party (other than Chapters) with respect to the lease, sale, divestiture or other disposition of its assets and operations (or any material portion thereof) or with respect to any ownership or membership interest in the NAH Parties, or with respect to any merger, consolidation or other fundamental transaction, or (v) furnish or cause to be furnished any information with respect to the NAH Parties, their assets or operations to any party that any NAH Party knows or has reason to believe is in the process of considering any such acquisition, lease, sale, membership substitution, merger, consolidation or other transaction. The NAH Parties shall immediately cease and cause to be terminated any existing

discussions or negotiations with any third parties conducted heretofore with regard to any of the foregoing.

- (b) Chapters, solely with respect to any transaction involving hospices whose principal place of business is located within a 200-mile radius of NAH's principal place of business, will not (A) hold discussions with any other party (other than NAH) looking toward any transaction, offer or solicitation such as the types of transactions referenced in Section 11.1(a) (i)-(ii) above; (B) enter into any agreement with any party (other than NAH) with respect to the lease, sale, divestiture or other disposition of its assets and operations (or any material portion thereof) or with respect to any ownership or membership interest in any entity, or with respect to any merger, consolidation or other fundamental transaction, or (C) furnish or cause to be furnished any information with respect to Chapters, its assets or operations to any party that Chapters knows or has reason to believe is in the process of considering any such acquisition, lease, sale, membership substitution, merger, consolidation or other transaction. Chapters shall immediately cease and cause to be terminated any existing discussions or negotiations with any third parties conducted heretofore with respect to any of the foregoing.

11.2 Confidentiality.

Each Party agrees to remain subject to and bound by the terms of that certain mutual non-disclosure agreement dated as of March 2, 2024 (the "Confidentiality Agreement"), which is incorporated by reference into this Agreement, until the Closing; provided, however, that if this Agreement is terminated pursuant to Section 10.1 or Section 10.3 herein, the Confidentiality Agreement shall survive any such termination and shall continue in full force and effect thereafter in accordance with its terms, conditions, and other provisions with the exception of any exclusive dealing covenants which shall be deemed terminated and no longer of any force or effect. No Party will make any public disclosure or issue any press releases pertaining to the existence or terms and conditions of this Agreement or the Transaction between the Parties without having first obtained the written consent of the other Parties, except for communications with governmental or regulatory agencies as may be legally required, necessary or appropriate solely with respect to the Transaction, and which are not inconsistent with the prompt consummation of a Transaction as contemplated by this Agreement. No Party shall make any public announcement or comment or encourage any third party to make any public comment concerning the Transaction without the other Party's prior written consent. All public communications regarding the Transaction will be made only in accordance with a mutually agreed upon communication plan. The Parties will coordinate with one another as to any communications to their respective employees and medical staff, as applicable, relating to the Transaction prior to the communication of the same.

11.3 Exclusive Remedies and Enforcement of Agreement.

- (a) To the extent that a dispute develops with regard to the Agreement, the Parties agree that prior to filing a suit in court or a claim in arbitration related to such dispute, the matter will be subject to non-binding mediation through the Dispute Resolution Service of the American Health Law Association ("AHLA"). Either Party may initiate such mediation by providing notice to the other Party after a thirty (30)

calendar day period during which the executives of Chapters and NAH will try to resolve their dispute (a “Mediation Notice”). The Parties will jointly notify AHLA of their intent to use the mediation service within five (5) calendar days after the issuance of any Mediation Notice, and thereafter promptly select a mediator from the AHLA roster and mediate pursuant to the terms of the AHLA’s Agreement to Mediate. The mediation will be convened in Las Vegas, Nevada on a date that is no more than thirty (30) calendar days after receipt of the Mediation Notice and may continue for a period of thirty (30) calendar days thereafter or such longer time as agreed by the Parties (the “Mediation Period”). The Parties shall share equally in AHLA’s costs for mediation and all mediator fees associated with such mediation, but otherwise each Party shall bear its own costs and expenses of any such mediation. If a dispute is not resolved during the Mediation Period, then such dispute shall be resolved through binding arbitration administered by AHLA’s Dispute Resolution Service and conducted in accordance with the AHLA Rules of Procedure for Commercial Arbitration.

- (b) Either Party may initiate arbitration by providing notice to the other Party following the expiration of the Mediation Period (an “Arbitration Notice”), which shall specify the issues to be resolved in such arbitration. Unless otherwise agreed by the Parties, the arbitration will be before a single mutually acceptable independent, impartial and conflicts-free arbitrator selected in accordance with Rule 3.2 of the AHLA Rules of Procedure for Commercial Arbitration. However, the Parties retain the right to ask any court with jurisdiction to rule on the scope of the arbitrator’s authority.
- (c) The arbitration hearing will be conducted in Las Vegas, Nevada on a date that is no more than forty-five (45) calendar days after the selection of the arbitrator.
- (d) Notwithstanding the dispute resolution provisions of this Agreement, either Party may seek equitable relief from any appropriate court to address issues irreparable harm, including injunctive relief and specific performance.
- (e) The arbitrator shall be paid a reasonable fee plus expenses. Such fee and expenses, along with the AHLA’s fees and the reasonable legal fees and the expenses of the prevailing Party (including all reasonable expert witness fees and expenses), the fees and expenses of a court reporter, and any expenses for a hearing room, shall be paid as follows: (i) if the arbitrator rules in favor of one Party on all disputed issues in the arbitration, the losing Party shall pay one hundred percent (100%) of all such fees and expenses; (ii) if the arbitrator rules in favor of one Party on some issues and the other Party on the other issues, the arbitrator shall issue with the rulings a written determination as to how such fees and expenses shall be allocated between the Parties. The arbitrator shall allocate fees and expenses in a way that bears a reasonable relationship to the outcome of the arbitration, with the Party prevailing on more issues, or on issues of greater value or gravity, recovering a relatively larger share of its legal fees and expenses.

- (f) Subject to the notice requirements set forth in Section 10.1(b) and Section 10.1(c), with respect to breaches of any of the provisions hereunder prior to the Closing and with respect to any breaches of the covenants throughout Article 7 that occur following the Closing, either Party, at their option, may seek compensatory damages (excluding consequential, punitive and other similar forms of monetary or economic damages), injunctive relief, and/or specific performance caused by the breach.

ARTICLE 12

GENERAL

12.1 Notice.

Any notice, demand or communication required, permitted, or desired to be given under this Agreement (“Notice”) shall be deemed effectively given (a) when personally delivered (with written confirmation of receipt); (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (c) on the date sent by email (with confirmation of transmission) if sent during normal business hours of the recipient, and on the next business day if sent after normal business hours of the recipient; or (d) on the third day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid. Such communications, must be sent to the respective Parties at the following addresses (or at such other address as shall be specified in a Notice given in accordance with this Section 12.1):

If to Chapters:	Chapters Health System, Inc. 12470 Telecom Drive, Suite 300 West Temple Terrace, FL 33637 Attention: Andrew K. Molosky, President & CEO Email: moloskya@chaptershealth.org
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with copy to (which shall not constitute notice):	Buchanan Ingersoll & Rooney PC 401 E. Jackson Street, Suite 2400 Tampa, FL 33602 Attention: Dale S. Webber, Esquire Email: dale.webber@bipc.com
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If to the NAH Parties:	The Nathan Adelson Hospice 4141 Swenson Street Las Vegas, Nevada 89119 Attention: Karen Rubel, President & CEO Email: Krubel@nah.org
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with a copy to:
(which shall not
constitute notice):

Anjana D. Patel, Esquire
Epstein Becker & Green
One Gateway Center
Newark, New Jersey 07102
Email: adpatel@ebglaw.com

12.2 Counterparts.

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement, binding on all of the Parties hereto. One or more of such counterparts may be delivered via facsimile, email or other electronic format, and the Parties intend that they shall have the same legal force and effect as an original counterpart hereof.

12.3 Choice of Law; Waiver of Trial by Jury; Venue; Limitation on Damages.

- (a) The Parties agree that this Agreement shall be governed by and construed in accordance with the laws of the State of Nevada without giving effect to any choice or conflicts of law provision or rule thereof (whether of the State of Nevada or any other jurisdiction). Any legal proceeding, action or suit arising out of or related to the Transaction must be instituted in the federal courts of the United States of America located in the State of Nevada or the state courts of the State of Nevada located in the County of Clark, and each Party irrevocably submits to the exclusive jurisdiction of such courts in any such proceeding, action or suit.
- (b) EACH PARTY ABSOLUTELY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY AND ALL RIGHTS TO TRIAL BY JURY IN CONNECTION WITH ANY PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTION.
- (c) NOTWITHSTANDING ANYTHING TO THE CONTRARY ELSEWHERE IN THIS AGREEMENT, NO PARTY TO THIS AGREEMENT (OR ANY OF ITS AFFILIATES) SHALL, IN ANY EVENT, BE LIABLE TO THE OTHER PARTIES (OR ANY OF THEIR AFFILIATES) FOR SPECIAL, CONSEQUENTIAL, PUNITIVE, EXEMPLARY, INCIDENTAL OR INDIRECT DAMAGES, COSTS, EXPENSES, CHARGES OR CLAIMS.

12.4 Benefit; Assignment.

Subject to any specific provisions of this Agreement to the contrary, this Agreement is not assignable by any Party hereto without the prior written consent of the other Parties.

12.5 Reproduction of Documents.

This Agreement and all documents relating hereto, including (a) consents, waivers and modifications which may hereafter be executed, (b) the documents delivered at the Closing, and (c) certificates and other information previously or hereafter furnished by one Party to the others, may, subject to the provisions of Section 11.2 hereof, be reproduced by any photographic, photostatic, microfilm, photographic or other similar process. The NAH Parties and Chapters 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 that any enlargement, facsimile or further reproduction of such reproduction shall likewise be admissible in evidence.

12.6 Costs of Transaction.

Except as otherwise provided herein, the Parties agree as follows:

- (a) whether or not the Transaction shall be consummated, the NAH Parties will pay the fees, expenses and disbursements of the NAH Parties and their agents, representatives, accountants, and counsel incurred in connection with the Transaction or this Agreement; and
- (b) whether or not the Transaction shall be consummated, Chapters will pay the fees, expenses and disbursements of Chapters and their agents, representatives, accountants, and counsel incurred in connection with the Transaction or this Agreement.

12.7 Waiver of Breach.

No waiver by any Party of any provision of this Agreement or any breach or violation of any provision of this Agreement, whether intentional or not, shall be valid unless the same shall be in writing and signed by the Party making such waiver. The waiver by any Party of any 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.

12.8 Severability.

In the event any provision of this Agreement is held to be invalid, illegal or unenforceable for any reason and in any respect, such invalidity, illegality, or unenforceability shall in no event affect, prejudice or disturb the validity of the remainder of this Agreement, unless doing so would result in an interpretation of this Agreement that is manifestly unjust.

12.9 No Inferences.

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

12.10 Sections and Headings.

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

12.11 No Third-Party Beneficiaries.

The terms and provisions of this Agreement are intended solely for the benefit of Chapters, the NAH Parties and the Foundation and their respective permitted successors or assigns, and it is not the intention of the Parties to confer, and this Agreement shall not confer, third-party beneficiary rights upon any other Person.

12.12 Entire Agreement; Amendment.

Except for the Confidentiality Agreement, this Agreement (together with the Schedules and Exhibits attached hereto) constitutes the entire agreement of the Parties with respect to the subject matter hereof, and supersedes all prior or contemporaneous statements, communications, disclosures, failures to disclose, agreements, understandings, representations, warranties, promises, or covenants, whether oral, written, or otherwise, between or among the Parties with respect to such subject matter hereof other than those expressly set forth in this Agreement and the Confidentiality Agreement, as applicable. No modification or amendment of any provision of this Agreement shall be valid unless the same shall be in writing and signed by all of the Parties, provided that (i) any such modification or amendment prior to the Effective Time shall require approval of Chapters and the NAH Board (ii) any such modification or amendment following the Effective Time shall require written approval of the majority of the Legacy Elected Trustees and Chapters if prior to the third anniversary of the Effective Time, and by a majority of the voting members of the NAH Board and Chapters thereafter.

12.13 Schedules and Exhibits.

Schedules and Exhibits referred to in this Agreement shall be attached hereto and incorporated herein by reference. Notwithstanding any other provision hereof, should any Schedule or Exhibit not be completed and attached hereto as of the date hereof, Chapters and NAH shall promptly and in good faith prepare and finalize such Schedule and Exhibit as soon as reasonably practical, but no later than ten (10) calendar days prior to the Closing. The Parties shall also have the right to modify their respective Schedules and Exhibits after being submitted to the reviewing Party, provided that any such update shall be provided to the reviewing Party at least ten (10) calendar days prior to the Closing. In the event that any updated Schedule or Exhibit results in a Material Adverse Effect, the reviewing Party may terminate this Agreement by giving written notice thereof to the other Party within five (5) calendar days after such reviewing Party has received any such Schedule or Exhibit. If such reviewing Party does not terminate this Agreement in accordance with the provisions of this Section **Error! Reference source not found.** after such reviewing Party has received any such Schedule or Exhibit, such reviewing Party shall have been deemed to have accepted such Schedule or Exhibit, and any representation or warranty to which it relates shall be deemed qualified and amended to include the matters contained in such Schedule or Exhibit, and to have cured any misrepresentation or breach thereof that otherwise

might have existed or occurred hereunder or thereunder or in respect thereof. All Schedules and Exhibits and updated Schedules and Exhibits to be provided pursuant to this Section 12.13 shall be submitted to the reviewing Party in accordance with the notice provisions set forth in Section 12.1 of this Agreement. Nothing in this Section 12.13 is intended as a waiver of either Party's conditions precedent to Closing under Article 8 or Article 9, respectively.

12.14 Further Assurances.

On and after the Closing Date, Chapters and the NAH Parties will take all appropriate action and execute all documents, instruments or conveyances of any kind which may be reasonably necessary or advisable to carry out the terms and conditions of this Agreement.

12.15 Waiver of Certain Damages.

In no event shall any Party be entitled to recover or make a claim under this Agreement for any amounts in respect of, and in no event shall any damages, liabilities, costs, expenses, losses, or other adverse consequences be deemed to include, (a) punitive damages (unless payable to a third party), (b) consequential, incidental, special, or indirect damages, or (c) lost profits, loss of future revenue or income, or any diminution of value or similar damages based on "multiple of profits" or "multiple of cash flow" or other valuation methodology, whether or not such damages were reasonably foreseeable or the Parties contemplated that such damages would be a probable result of a breach of this Agreement.

12.16 Survival.

None of the representations and warranties in this Agreement or in any instrument delivered pursuant to this Agreement shall survive the Effective Time. No Party shall have any liability (whether in contract or in tort or otherwise) from and after the Effective Time arising out of or relating to any representation or warranty of such Party contained herein or in any instrument delivered pursuant hereto; and, from and after the Effective Time, each Party hereby waives, to the fullest extent permitted by Law, any and all claims, rights or remedies such Party may have (whether at law or in equity or otherwise) against another Party arising out of or relating to any breach or misrepresentation by such other Party of any its representations or warranties in this Agreement or in any instrument delivered pursuant to this Agreement. This Section 12.16 shall not limit any covenant or agreement of the Parties which by its terms contemplates performance after the Effective Time.

[Signatures on the Following Pages]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their authorized officers, all as of the date and year first above written.

CHAPTERS:

**CHAPTERS HEALTH SYSTEM, INC., a
Florida not for profit corporation**

By:  _____

Name: Andrew K. Molosky _____

Title: President/CEO _____

NAH:

**THE NATHAN ADELSON HOSPICE, a
Nevada nonprofit corporation**

By: _____

Name: _____

Title: _____

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their authorized officers, all as of the date and year first above written.

CHAPTERS:

**CHAPTERS HEALTH SYSTEM, INC., a
Florida not for profit corporation**

By: _____

Name: _____

Title: _____

NAH:

**THE NATHAN ADELSON HOSPICE, a
Nevada nonprofit corporation**

By: Karen Rubel

Name: Karen Rubel

Title: President and CEO

**CONSENT AND JOINDER OF
NATHAN ADELSON HOSPICE FOUNDATION**

Nathan Adelson Hospice Foundation consents to and joins in this Agreement solely for the purpose of agreeing with, consenting to, and joining in Sections 2.3, 7.5(a), 7.6, 7.9 and 7.10 of the Agreement.

**NATHAN ADELSON HOSPICE FOUNDATION,
a Nevada nonprofit corporation**

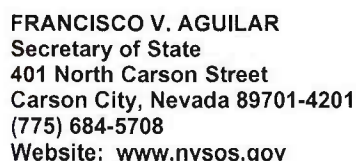
By: Alan Duncan

Name: Alan Duncan

Title: Chairman NAH Foundation

Exhibit 2.2A to Affiliation Agreement dated October 24, 2024
Amended and Restated Articles of Incorporation of The Nathan Adelson Hospice
(Chapters Health System, Inc. and The Nathan Adelson Hospice)

See attached



Certificate of Amendment (PURSUANT TO NRS 81, 82 & 84)
Certificate to Accompany Restated Articles or Amended and
Restated Articles (PURSUANT TO NRS 82.371)
Officer's Statement (PURSUANT TO NRS 80.030)

1. Entity information:	Name of entity as on file with the Nevada Secretary of State: The Nathan Adelson Hospice <hr/> Entity or Nevada Business Identification Number (NVID): NV19781010437
2. Restated or Amended and Restated Articles (Select one): (If <u>amending and restating only</u> , complete section 1,2 3, 5 and 6)	<input checked="" type="checkbox"/> Certificate to Accompany Restated Articles or Amended and Restated Articles Restated Articles - No amendments; articles are restated only and are signed by an officer of the corporation who has been authorized to execute the certificate by resolution of the board of directors adopted on: The certificate correctly sets forth the text of the articles or certificate as amended to the date of the certificate. <input checked="" type="checkbox"/> Amended and Restated Articles * Restated or Amended and Restated Articles must be included with this filing type.
3. Type of amendment filing being completed: (Select only one box) (If amending, complete section 1, 3, 5 and 6.)	<div> <input type="checkbox"/> Certificate of Amendment to Articles of Incorporation (Pursuant to NRS Chapters 81 and 82 - Before First Meeting of Directors) The undersigned are a majority of the original incorporators of the nonprofit corporation, or the majority necessary for the approval as otherwise provided by NRS. As of the date of this certification no meeting of the directors has taken place and the corporation has no members other than the incorporators. </div> <div> <input type="checkbox"/> Certificate of Amendment to Articles of Incorporation (Pursuant to NRS Chapters 81 and 82 - After First Meeting of Directors) The directors (or trustees) and the members, if any, and such other persons or public officers, if any, as may be required by the articles, have approved the amendment. The vote by which the amendment was adopted by the directors and members, if any, is as follows: * Vote of Directors: _____ Vote of Members: _____ </div> <div> <input type="checkbox"/> Officer's Statement (foreign qualified entities only) - Name in home state, if using a modified name in Nevada: _____ Jurisdiction of formation: _____ Changes to takes the following effect: <input type="checkbox"/> The entity name has been amended. <input type="checkbox"/> Dissolution <input type="checkbox"/> The purpose of the entity has been amended. <input type="checkbox"/> Merger <input type="checkbox"/> The authorized shares have been amended. <input type="checkbox"/> Conversion <input type="checkbox"/> Other: (specify changes) _____ </div> <div> * Officer's Statement must be submitted with either a certified copy of or a certificate evidencing the filing of any document, amendatory or otherwise, relating to the original articles in the place of the corporations creation. </div>



FRANCISCO V. AGUILAR
Secretary of State
401 North Carson Street
Carson City, Nevada 89701-4201
(775) 684-5708
Website: www.nvsos.gov

Non-Profit Corporation:
Certificate of Amendment (PURSUANT TO NRS 81, 82 & 84)
Certificate to Accompany Restated Articles or Amended and
Restated Articles (PURSUANT TO NRS 82.371)
Officer's Statement (PURSUANT TO NRS 80.030)

3. Type of amendment filing being completed continued: (If amending, complete section 1, 3, 5 and 6.)

Certificate of Amendment to Articles of Incorporation For Corporation Sole
(Pursuant to NRS Chapter 84)
The undersigned is the person authorized to represent the corporation sole.

4. Effective date and time: (Optional)

Date: Time:

(must not be later than 90 days after the certificate is filed)

5. Information being changed: (Domestic corporations only)

Changes to takes the following effect:

- ☐ The entity name has been amended.
 - ☐ The registered agent has been changed. (attach Certificate of Acceptance from new registered agent)
 - ☒ The purpose of the entity has been amended.
 - ☐ The authorized shares have been amended.
 - ☒ The directors, managers or general partners have been amended.
 - ☐ IRS tax language has been added.
 - ☒ Articles have been added.
 - ☒ Articles have been deleted.
 - ☐ Other.
- The articles have been amended as follows: (provide article numbers, if available)

(attach additional page(s) if necessary)

6. Signature:
(Required)

X _____

Signature of Officer, Incorporator or Authorized Signer

Title

X _____

Signature of Officer, Incorporator or Authorized Signer

Title

* A majority of a quorum of the voting power of the members, or as may be required by the articles, must vote in favor of the amendment. If any proposed amendment would alter or change any preference or any relative or other right given to any class of members, then the amendment must be approved by the vote, in addition to the affirmative vote otherwise required, of the holders of a majority of a quorum of the voting power of each class of members affected by the amendment regardless of limitations or restrictions on their voting power. An amendment pursuant to NRS 81.210 requires approval by a vote of 2/3 of the members.

This form must be accompanied by appropriate fees.

AMENDED AND RESTATED
ARTICLES OF INCORPORATION
OF THE NATHAN ADELSON HOSPICE

ARTICLE 1

NAME AND ADDRESS

The name of the corporation is The Nathan Adelson Hospice (the "Corporation"). The street address of the Corporation's principal office and the Corporation's mailing address is 4141 Swenson Street, Las Vegas, NV, 89119, or at such other location as may be approved from time to time by the Board of Directors with the consent of the Sole Member.

ARTICLE 2

PURPOSES

The Corporation is organized exclusively for educational and charitable purposes within the meaning of section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the "Code"), or the corresponding provision of any future United States Internal Revenue Law and is not formed for pecuniary profit or financial gain. The Corporation is authorized to perform any lawful act or activity for which nonprofit corporations may be formed under Nevada Revised Statutes, Chapter 82. Notwithstanding any other provisions of these Articles of Incorporation to the contrary, the Corporation shall not have or exercise any power which would cause it not to qualify as a tax-exempt organization under section 501(c)(3) of the Code; nor shall the Corporation engage directly or indirectly in any activity which would cause the loss of such qualification. The purposes of the Corporation include but are not limited to the following:

1. To establish and maintain services for the support and care of persons with or affected by life-limiting or advanced illnesses.
2. To promote the philosophy that the quality of life is important and that life should be lived to its fullest extent by those persons with or affected by life-limiting or advanced illnesses.
3. To promote understanding of the needs of persons with or affected by life-limiting or advanced illnesses.
4. To obtain public involvement and support by disseminating the aims and purposes of this nonprofit corporation and its activities to the general public.
5. To do all other tasks, including the conducting of all activities, necessary, suitable, convenient, useful or expedient in connection with, or incidental to, the accomplishment of any of the purposes set forth herein and in furtherance of the Corporation's participation in the health system conducted through and governed by Chapters Health System, Inc., a Florida not for profit corporation, to the full extent permitted by the Bylaws and the laws of the State of Nevada.

ARTICLE 3

MEMBERS

The sole member of the Corporation is Chapters Health System, Inc. (the "Sole Member"). The Sole Member shall have and exercise such reserved rights and powers related to the Corporation as shall be set forth in the Bylaws.

ARTICLE 4

DIRECTORS

The number of directors constituting the Board of Directors of the Corporation shall be as provided in the Bylaws. The manner in which the Directors are to be elected or appointed shall be as stated in the Bylaws.

ARTICLE 5

OFFICERS

The officers and their manner of election shall be as provided in the Bylaws.

ARTICLE 6

REGISTERED AGENT AND OFFICE ADDRESS

The registered agent for the Corporation is Bailey Kennedy LLP. The registered office address for the Corporation is 8984 Spanish Ridge Avenue, Las Vegas, NV 89148.

ARTICLE 7

BYLAWS

The Bylaws of the Corporation may be amended, altered, added to or rescinded only in the manner as stated in the Bylaws and only with the approval of the Sole Member.

ARTICLE 8

AMENDMENTS

These Articles of Incorporation may be amended only in the manner as stated in the Bylaws and only with the approval of the Sole Member.

ARTICLE 9

DISTRIBUTION UPON DISSOLUTION

Upon the liquidation or dissolution of the Corporation, its assets, if any, remaining after payment (or provision for payment) of all liabilities of the Corporation, shall be distributed to the Sole Member if the Sole Member is exempt under Section 501(c)(3) of the Code at the time of such distribution. If the Sole Member is not exempt under Section 501(c)(3) of the Code at the time of such distribution, then such assets shall be distributed to one or more organizations

qualified as exempt under Section 501(c)(3) of the Code. Upon any liquidation or dissolution of the Corporation, the use of the Corporation's net assets shall be subject to Section ____ of that certain Affiliation Agreement dated _____, 2024, entered into by and between the Corporation and the Sole Member.

ARTICLE 10

TAX EXEMPT RESTRICTIONS

(a) Prohibition on Private Inurement. Notwithstanding any other provision of these Articles of Incorporation to the contrary, no part of the net earnings, current or accumulated, or property of the Corporation shall inure to the benefit of, or be distributed to, the Corporation's members, directors, officers, or other private persons, except that the Corporation may pay compensation in a reasonable amount to its members, directors, or officers for services rendered, and upon dissolution, final liquidation or partial liquidation, may make distributions to its qualifying members to the extent permitted by these Articles of Incorporation and applicable law.

(b) Prohibition on Dividends. Notwithstanding any other provision of these Articles of Incorporation to the contrary, the Corporation shall not have the power to declare dividends. The Corporation may, however, confer benefits upon its Sole Member in conformity with its purposes and the Corporation's Bylaws, so long as the Sole Member is an exempt organization under Section 501(c)(3) of the Code at the time of the conferring of such benefits.

(c) Limitation of Lobbying Activities. Notwithstanding any other provision of these Articles of Incorporation to the contrary, no substantial part of the activities of the Corporation shall be carrying on of propaganda, or otherwise attempting to influence legislation.

(d) Prohibition on Intervening in Political Campaigns. Notwithstanding any other provision of these Articles of Incorporation to the contrary, the Corporation shall not participate in, or intervene in (including the publishing or distribution of statements) any political campaign on behalf of or in opposition to any candidate for public office.

ARTICLE 11

INDEMNIFICATION

To the fullest extent permitted by law, the Corporation shall indemnify any person who is or was an officer, director, or employee of the Corporation, or who is or was serving at the request of the Board of Directors or an officer of the Corporation as an officer, director, or employee of another corporation, partnership, limited liability company, or other entity. Any amendment, modification or repeal of this Article 11 shall be prospective only and shall not in any way have the effect of limiting or denying any rights of any such person under this Article 11 as in effect immediately prior to such amendment, modification or repeal. The right to indemnification conferred in this Article 11 shall not be exclusive of any other right which any such person who is entitled to indemnification pursuant to this Article 11 may have or hereafter acquire under any

applicable law (common or statutory), provision of the Bylaws of the Corporation, agreement, vote of the Board of Directors of the Corporation or otherwise.

ARTICLE 12

ARTICLE CONSOLIDATION

These Articles of Incorporation supersede the original Articles of Incorporation of the Corporation and all amendments thereto.

ARTICLE 13

EFFECTIVE DATE

These Articles of Incorporation shall be effective as of _____, 2024.

We further declare under penalty of perjury under the laws of the State of Nevada that the matters set forth in this certificate are true and correct of our own knowledge.

DATE: _____

_____, President

_____, Secretary

Exhibit 2.2B to Affiliation Agreement dated October 24, 2024
Amended and Restated Bylaws of The Nathan Adelson Hospice
(Chapters Health System, Inc. and The Nathan Adelson Hospice)

See attached

**Amended and Restated Bylaws
of
The Nathan Adelson Hospice**

These Bylaws of The Nathan Adelson Hospice (the “Bylaws”) are being amended and restated effective as of the closing of the affiliation transaction (the “Effective Time”) by and between The Nathan Adelson Hospice, a Nevada nonprofit corporation (“NAH”) and Chapters Health System, Inc., a Florida not-for-profit corporation (“Chapters”), whereupon Chapters is becoming the sole member of NAH. The amendments to these Bylaws reflected herein implement the agreements with respect thereto of NAH and Chapters pursuant to that certain Affiliation Agreement between the parties dated as of October 24, 2024 (the “Affiliation Agreement”), and reflect Chapters as becoming the sole member of NAH.

ARTICLE I: Name

The name of the corporation shall be The Nathan Adelson Hospice (the “Corporation”), a Nevada nonprofit corporation.

ARTICLE II: Purpose

The purposes of this Corporation are those stated in Article II of its Amended and Restated Articles of Incorporation.

ARTICLE III: Place of Business

The principal place of business of the Corporation shall be located at 4141 Swenson Street, Las Vegas, NV, 89119, or at such other location approved by the Board of Trustees with the consent of the Sole Member.

ARTICLE IV: Fiscal Year

The fiscal year of the Corporation shall be from January 1 to December 31, both inclusive, of each year.

ARTICLE V: Membership

The Sole Member of the Corporation shall be Chapters Health System, Inc., a Florida not for profit corporation, its successors and assigns (the “Sole Member”). The Sole Member shall have such

rights and powers as are set forth in these Bylaws and as otherwise permitted by Chapter 82 of the Nevada Revised Statutes (the "Law").

ARTICLE VI: Board of Trustees

SECTION 1. Composition

The Board of Trustees of the Corporation (the "Board" or the "Board of Trustees") shall consist of the following members (each individually, a "Trustee," collectively, the "Trustees"):

- A. The Sole Member's President and Chief Executive Officer ("President/CEO"), Chief Operating Officer ("COO") and Chief Financial Officer ("CFO") shall serve on the Corporation's Board of Trustees, by virtue of and concurrent with their terms of service as officers of the Sole Member.
- B. Trustees elected by the Sole Member ("Elected Trustees") shall be comprised initially of the Corporation's twenty (20) trustees serving immediately prior to the Effective Time of these Bylaws (the "Legacy Elected Trustees"), provided that they all decide to continue to serve. The Legacy Elected Trustees shall continue to serve their current two (2) year terms of service that are pending as of the Effective Time and shall be eligible to be considered for re-election to the extent they continue to qualify to serve under Article VI, Section 2 of these Bylaws. For the first three (3) years after the Effective Time, at least three-fourths (3/4) of the Elected Trustees shall consist of Legacy Elected Trustees. The Elected Trustees shall reside or work in the service area in which the Corporation is licensed to operate as a hospice.
- C. Ex officio, non-voting members of the Board of Trustees shall include: the Sole Member's Chief Business Development Officer ("CBDO"), Chief Medical Officer ("CMO"), Chief People Officer ("CPO"), Chief Information Officer ("CIO"), Chief Compliance Officer ("CCO"), Vice President – Foundation ("VP-F"), the Corporation's Executive Director, and any other person(s) appointed from time to time by the Chairperson of the Board of Trustees.
- D. After a period of five (5) years from the Effective Time (the "Transition Period"), the Sole Member may at any time increase or decrease the number of Trustees sitting on the Board; provided, however, that there may never be fewer than eight (8) Elected Trustees and the Elected Trustees must represent a majority of the voting Trustees. The Sole Member shall designate each Trustee whose position has been eliminated.

SECTION 2. Qualifications

Each Trustee shall be eighteen (18) years of age or older, of good moral character and reputation and shall possess by reason of education, experience and background the technical skills and judgment to be a trustee of the Corporation.

SECTION 3. Election

The Governance Committee shall nominate, and the Sole Member may elect from those persons nominated by the Governance Committee, Elected Trustees at the annual meeting of the Sole Member. If the Sole Member does not elect any person nominated by the Board, the Governance Committee shall nominate other persons until such time as the Sole Member elects new Elected Trustees. Any seat to be filled by reason of the replacement of a departing Elected Trustee or an increase in the number of trustees may be filled by the Sole Member from nominations submitted by the Governance Committee whenever the vacancy or increase occurs. Notwithstanding the foregoing, during the Transition Period, the Governance Committee shall nominate only those individuals nominated by a majority of the Legacy Elected Trustees to serve as Elected Trustees.

SECTION 4. Term of Office

- A. Trustees elected by the Sole Member at the annual meeting shall hold office until a successor has been elected or until earlier resignation, removal or death. Each term of an Elected Trustee elected at the annual meeting who is not an employee of the Sole Member shall consist of three (3) years or any portion thereof.
- B. An Elected Trustee who is not an employee of the Sole Member may serve no longer than four (4) consecutive full terms and may be re-elected to the Board after a one (1) year hiatus following the completion of his or her service as an Elected Trustee. With respect to a Legacy Elected Trustee who is re-elected after serving his or her current two (2) year term of service that is pending as of the Effective Time, such new three (3) year term shall be deemed his or her first term of office for purposes of this Article VI, Section B.
- C. The initial term of an Elected Trustee elected to fill a vacancy created by reason of the departure of an Elected Trustee or an increase in the number of trustees shall expire at the next annual meeting of the Sole Member at which Elected Trustees are elected. Such a partial term will not count as a full term with respect to term limits.

SECTION 5. Attendance

If an Elected Trustee has unexcused absences from two (2) consecutive Board meetings, a letter may be sent asking that his or her intent be clarified. If an Elected Trustee has unexcused absences from three (3) consecutive Board meetings, the Elected Trustee may be removed for cause from the Board of Trustees and his or her seat on the Board declared vacant by the Sole Member or by a majority vote of all Trustees then entitled to vote with the approval of the Sole Member. The Elected Trustee who is removed and whose seat is declared vacant will be notified of such declaration.

SECTION 6. Resignation

A Trustee may resign at any time by giving written notice of such resignation to the Chairperson of the Board of Trustees and the President/CEO of the Sole Member. Such resignation will be effective on the date specified in the resigning Trustee's notice of resignation, but if no effective date is set

forth in such notice, then the effective date of such resignation shall be the date of such notice of resignation. If a resignation is made effective at a later date, then the vacancy created by such resignation may be filled before the vacancy occurs, provided, however, the new Trustee may not take office until the vacancy occurs.

SECTION 7. Removal

All ex-officio Trustees may be removed with or without cause at any time by the Sole Member. An Elected Trustee may be removed from the Board of Trustees for cause at any time by the Sole Member or by a majority vote of all Trustees then entitled to vote with the approval of the Sole Member. Any Elected Trustee who is removed from the Board is not eligible to stand for election again until the next annual meeting of the Sole Member. Any Elected Trustee removed from the Board of Trustees shall turn over to the Board within 72 hours any and all records of the Corporation in his or her possession. Notwithstanding the foregoing, any removal of a Legacy Elected Trustee shall be subject to the requirements of Article VI, Section 1B of these Bylaws.

SECTION 8. Vacancies

Any seat on the Board that becomes vacant through resignation, removal or death of an Elected Trustee, or through an increase in the number of trustees, shall be filled without undue delay. At the next regular meeting of the Board after a vacancy occurs where a quorum is present, the Sole Member shall present the name of the Elected Trustee it has appointed to fill the vacant seat from nominees submitted by the Governance Committee. Notwithstanding the foregoing, during the Transition Period, the Sole Member shall elect any person nominated by the Governance Committee to fill the vacancy of a seat previously held by a Legacy Elected Trustee.

SECTION 9. Quorum

- A. A quorum of the Trustees shall be a simple majority of the voting Trustees currently serving on the Board.
- B. If no quorum is present at a meeting of the Board and if written notification of the meeting and agenda has been given to all Trustees, the Executive Committee may act on all matters on the agenda, except as limited by Article VIII Section I, of these Bylaws and applicable law.

SECTION 10. Meetings

- A. Regular meetings of the Board of Trustees shall be held not less than quarterly in each calendar year, or as more often as deemed necessary by the Chairperson of the Board of Trustees or by the Sole Member, at a date, time, and place he or she or the Sole Member determines. One of the regular meetings of the Board of Trustees shall be the annual meeting of the Corporation. Meeting notices shall be given to all Trustees at least ten (10) days in advance, either in writing delivered via hand delivery, U.S. Mail, overnight courier, facsimile or electronic mail (e-mail).

- B. Special meetings of the Board of Trustees may be called by the Chairperson of the Board or by the Sole Member. All requests for special meetings must be given to the Secretary in writing signed by the requesting Trustee or Chairperson of the Sole Member. The Secretary or Assistant Secretary shall notify all Trustees of such special meetings, specifying the purpose, by oral notification or in writing delivered via hand delivery, U.S. mail, overnight courier, facsimile or electronic mail (e-mail).
- C. The annual meeting shall be convened by the Sole Member and occur at such time and place as may be set by the Sole Member.
- D. Trustees may participate in a meeting of the Board of Trustees or a committee thereof by means of a conference telephone, video conference or similar electronic communication device whereby all persons can hear each other at the same time. Such participation shall constitute presence in person at the meeting.
- E. Any action required to be taken at a meeting of the Board of Trustees or a committee thereof, or any action that may be taken at a meeting of the Board of Trustees or a committee thereof, may be taken without a meeting if a consent in writing, setting forth the action so taken or to be taken, signed by all of the voting Trustees or all of the members of the committee, as the case may be, is filed in the minutes of the proceedings of the Board of Trustees or of the committee, as the case may be. Such consent shall have the same effect as a unanimous vote.

SECTION 11. Waiver of Notice of Meeting

Notice of a meeting of the Board of Trustees need not be given to any Trustee who signs a waiver of notice either before or after the meeting.

SECTION 12. Powers and Duties

The powers and duties of the Board of Trustees shall be as follows:

- A. To assume full legal authority and responsibility for determining, implementing and monitoring policies governing the management and operations of the Corporation's operating division(s), including the provision of all hospice, palliative care, grief support and charity care services, as well as fiscal operations and continuous quality assessment and performance improvement of each operating division;
- B. To determine, implement and monitor policies governing the management and operation of the Corporation's operating division(s), which shall include, without limitation, a plan for providing for uncompensated care and philanthropic community activities, personnel policies that address adequate notice of termination by employees or contractors with direct patient care responsibilities and policies on the health and safety of participants in the Corporation's programs;

- C. To prepare and maintain a comprehensive emergency management plan approved by the county health department and the lead sheltering agency in the county or counties serviced that provides for continuing hospice services in the event of an emergency, that is consistent with local and state requirements;¹
- D. To adopt annual operating and capital budgets which are approved by the Sole Member;
- E. To appoint Executive Director(s) of the Corporation's operating division(s), as presented by the President/CEO of the Sole Member, who shall report to the Board, be responsible for the day-to-day management and operation of the Corporation's programs, and serve as a liaison with the Corporation's staff; and
- F. To undertake such additional activities as are permitted or necessary to ensure that the Corporation complies with all federal and state statutes or rules governing the operation of each of the Corporation's operating division(s), as well as these Bylaws (to the extent not in conflict with any applicable law, rules or regulations), and the Law.
- G. Any other power or duty normally assigned to a nonprofit corporation's Board of Trustees, which are not reserved to the Sole Member as provided herein.

SECTION 13. Conflict of Interest

- A. No contract or other transaction between the Corporation and one or more of its Trustees or officers, or any other corporation, firm, association, or entity in which one or more of its trustees or officers are Trustees or officers of the Corporation or are financially interested shall be void or voidable because of such relationship or interest, because such Trustee or officer is present at the meeting of the Board of Trustees or a committee thereof which authorizes, approves, or ratifies such contract or transaction, or because his or her or their vote(s) are counted for such purpose, if:
 - 1. The fact of the common directorship, office or financial interest is disclosed or known to the Board of Trustees or committee and noted in the minutes, and the Board or committee, in good faith, authorizes, approves or ratifies the contract or transaction in good faith by a vote sufficient for the purpose without counting the vote or votes of the common interested Trustee or Trustees;
 - 2. The fact of the common directorship, office, or financial interest is disclosed or known to the Sole Member, if any, and it approves or ratifies the contract or transaction in good faith by a vote sufficient for the purpose;

¹ **Note to Draft:** NAH confirming if this is a state or local requirement.

3. The fact of the common directorship or financial interest is not disclosed or known to the Trustee or officer at the time the transaction is brought before the Board of Trustees or Sole Member of the Corporation for action; or
 4. The contract or transaction is fair as to the Corporation at the time it is authorized or approved.
- B. Interested Trustees may be counted in determining the presence of a quorum at a meeting of the Board of Trustees or a committee thereof which authorizes, approves or ratifies such contract, transaction or relationship, and if the votes of the common or interested Trustees are not counted at the meeting, then a majority of the disinterested Trustees may authorize, approve or ratify a contract or transaction.

SECTION 14. Compliance

- A. The Board of Trustees shall abide by the authority and objectives set forth in all applicable federal and state laws and rules, including without limitation the Law, governmental third-party program requirements, accreditation standards, and these Bylaws as adopted and amended.
- B. The Board of Trustees shall act with the highest integrity to advance the best interests of the Corporation and to help the Corporation achieve its mission and operate in a manner consistent with its charitable purposes.
- C. Any Trustee who contributes to or participates in activities that are not in compliance with or that contribute to the Corporation's non-compliance with any applicable federal or state law or rule, governmental third party program requirement, accreditation standard, or these Bylaws as adopted and amended, or who fails to act with the highest integrity to advance the best interests of the Corporation and to help the Corporation achieve its mission and operate in a manner consistent with its charitable purpose, shall be subject to removal from the Board for cause.

SECTION 15. Compensation

Trustees who are not employees of the Corporation shall receive no compensation for their services as members of the Board of Trustees or any committee thereof; provided, however, Trustees may, pursuant to Article VI, Section 13 of these Bylaws, receive compensation that is fair and reasonable for services rendered to the Corporation in a separate capacity. The Board of Trustees may authorize the reimbursement of expenses incurred by any Trustee for the benefit of the Corporation.

SECTION 16. Education of Trustees

The Chairperson of the Board shall include in the meetings of the Board, as he or she shall from time to time determine to be appropriate, presentations which will educate the Trustees in pertinent areas. The Chairperson of the Board shall also encourage Trustees to attend various professional meetings

and presentations which will enhance the education of the attending Trustees, and such attending Trustees shall be required to formally report the content of such meetings or presentations to the Board during its next scheduled regular meeting.

SECTION 17 Orientation of New Trustees

Prior to the first regular meeting of the Board following his or her election or appointment as a new Trustee, the Chairperson of the Board, or such other person as the Chairperson may designate, shall orient each new Trustee as to the manner in which the Board and the Corporation function and to the operation of the Corporation, and shall also advise each new Trustee of the responsibilities which arise as a result of his or her position on the Board.

SECTION 18. Trustees Emeritus

Upon retirement or resignation from office, and having performed long, faithful and meritorious service to the Corporation, the Board, as it from time to time determines, may designate past Elected Trustees of the Corporation as Trustees Emeritus for the purpose of recognizing their outstanding contributions to the Corporation. Such designations shall continue as long as the Board deems appropriate. The Board, if it determines that no confidential or other matters which if disclosed might adversely affect the Corporation will be addressed at the next regular meeting of the Board, may provide a Trustee Emeritus with a schedule of that meeting, may, upon written request, send to a Trustee Emeritus an information packet regarding the matters to be addressed at that meeting and may invite a Trustee Emeritus to attend that meeting as a guest. Trustees Emeritus shall not have the right to vote and shall not be counted toward the number of authorized Trustees or the number of Trustees constituting a quorum as provided in these Bylaws.

ARTICLE VII: Officers

SECTION 1. Categories

The officers of the Corporation shall be the Chairperson, Vice Chairperson, and Secretary of the Board, and the President/CEO, COO, CFO, CBDO, CMO, CPO, CIO, CCO, and VP-F of the Corporation. There may also be one or more Assistant Secretaries.

SECTION 2. Election/Appointment and Term of Office

- A. The initial post-Closing Chairperson after these Bylaws become effective shall be an Elected Trustee who is not an employee of the Sole Member and who shall be elected by the Board to serve as the Chairperson of the Board for a term of two (2) years, or if such occurs first, until the expiration of his or her term of office as trustee. After such initial term an Elected Trustee shall be elected by the Board to serve as the Chairperson regardless of whether such individual is an employee of the Sole Member for a term of two (2) years or, if such occurs first, until the expiration of his or her term of office as a Trustee.

- B. One Elected Trustee shall be elected by the Board to serve as Vice Chairperson of the Board and shall serve for a term of two (2) years or, if such occurs first, until the expiration of his or her term of office as a trustee.
- C. One Elected Trustee shall be elected by the Board to serve as Secretary of the Board and shall serve for a term of two (2) years or, if such occurs first, until the expiration of his or her term of office as a trustee.
- D. The President/CEO of the Sole Member shall be the President/CEO of the Corporation, and shall serve until resignation, removal or death.
- E. The COO of the Sole Member shall be the COO of the Corporation, and shall serve until resignation, removal or death.
- F. The CFO of the Sole Member shall be the CFO of the Corporation, and shall serve until resignation, removal or death.
- G. The CMO of the Sole Member shall be the CMO of the Corporation, and shall serve until resignation, removal or death.
- H. The CBDO of the Sole Member shall be the CBDO of the Corporation, and shall serve until resignation, removal or death.
- I. The CPO of the Sole Member shall be the CPO of the Corporation, and shall serve until resignation, removal or death.
- J. The CIO of the Sole Member shall be the CIO of the Corporation, and shall serve until resignation, removal or death.
- K. The CCO of the Sole Member shall be the CCO of the Corporation, and shall serve until resignation, removal or death.
- L. The VP-F of the Sole Member shall be the VP-F of the Corporation, and shall serve until resignation, removal or death.
- M. The executive assistant to the President/CEO of the Corporation shall serve in the capacity as an Assistant Secretary until his or her resignation, removal or death. In the temporary absence of the executive assistant to the President/CEO, an executive assistant or administrative assistant appointed by the President/CEO shall serve as an Assistant Secretary.

SECTION 3. Vacancies

Any officer position that becomes vacant through resignation, removal or death shall be filled without undue delay. Should the position of Chairperson, Vice Chairperson, or Secretary become vacant, at the next regular meeting of the Board after the vacancy occurs where a quorum is present, the voting

Trustees shall elect an Elected Trustee to fill the remaining term of the vacant office by a majority vote of those present.

SECTION 4. Powers and Duties

The powers and duties of the respective officers of the Corporation shall be as follows:

A. Chairperson of the Board

1. The Chairperson of the Board shall preside over all Board meetings and perform all duties incident to the office of Chairperson and such duties as from time to time may be assigned to him or her by the Board of Trustees or the Sole Member.
2. The Chairperson of the Board shall chair the Executive Committee of the Board of Trustees.

B. Vice Chairperson of the Board

In the temporary absence of the Chairperson of the Board, the Vice Chairperson of the Board shall act as the Chairperson and perform all duties assigned to that position. The Vice Chairperson shall chair the Governance Committee.

C. Secretary and the Assistant Secretary

1. The Secretary shall keep the minutes of the meetings of the Board of Trustees, ensure that all notices are duly given in accordance with the provisions of these Bylaws, be custodian of the Corporation's records, and, in general, perform all duties incident to the office of Secretary and such duties as from time to time may be assigned to him or her by the Board of Trustees or the Chairperson of the Board.
2. The Assistant Secretary shall assist the Secretary in keeping the minutes of the meetings of the Board of Trustees, ensuring that all notices are duly given in accordance with the provisions of these Bylaws, and being custodian of the Corporation's records, and, in general, shall perform all duties incident to the office of Assistant Secretary and such duties as from time to time may be assigned to him or her by the Board of Trustees or the Chairperson of the Board.

D. President/CEO

1. The President/CEO shall be the principal executive officer of the Corporation and shall, in general, supervise and control all of the business and affairs of the Corporation. He or she may sign on behalf of the Corporation, all contracts, deeds, mortgages, bonds, and any other instruments which the Board has

authorized to be executed, except where execution thereof is expressly delegated by the President/CEO, the Board of Trustees or by these Bylaws, or by statute, to some other officer or agency of the Corporation.

2. The President/CEO shall perform all duties incident to his or her office, and other duties as may be prescribed by the Board of Trustees from time to time. The President/CEO or his or her designee shall represent the Corporation in matters of policy and negotiation with other agencies and shall be responsible for administering the work of the Corporation in conformity with these Bylaws and the Corporation's policies and procedures.
3. Subject to prior consultation with the Board of Trustees, the President/CEO may terminate the employment of the Corporation's Executive Director and present for appointment by the Board of Trustees a new Executive Director. Before presenting a final candidate to be appointed as new Executive Director, the President/CEO shall provide the Board of Trustees with an opportunity to meet the final candidate or candidates.

E. **COO**

The COO shall have such powers and duties that may be assigned him/her from time to time by the President/CEO or the Board of Directors of the Sole Member.

F. **CFO**

The CFO shall have such powers and duties that may be assigned to him/her from time to time by the President/CEO or the Board of Directors of the Sole Member.

G. **CMO**

The CMO shall have such powers and duties that may be assigned to him/her from time to time by the President/CEO or the Board of Directors of the Sole Member.

H. **CBDO**

The CBDO shall have such powers and duties that may be assigned to him/her from time to time by the President/CEO or the Board of Directors of the Sole Member.

I. **CPO**

The CPO shall have such powers and duties that may be assigned to him/her from time to time by the President/CEO or the Board of Directors of the Sole Member.

J. **CIO**

The CIO shall have such powers and duties that may be assigned to him/her from time to time by the President/CEO or the Board of Directors of the Sole Member.

K. CCO

The CCO shall have such powers and duties that may be assigned to him/her from time to time by the President/CEO or the Board of Directors of the Sole Member.

L. VP-F

The VP-F shall have such powers and duties that may be assigned to him/her from time to time by the President/CEO or the Board of Directors of the Sole Member.

M. Executive Director

In addition to the Officers the Corporation shall have an Executive Director who reports to the Board of Trustees and President of Chapters West ("Chapters West" refers to a group of not for profit hospices, including the Corporation, operating in the western United States that are independently negotiating to affiliate with the Sole Member) and be responsible for overseeing the Corporation's daily operations, overall financial responsibility, developing and growing its business, implementing its strategic plans, assisting with the development of budgets, and overall performance outcomes. The Executive Director's job description shall be as determined by the Sole Member in consultation with the Corporation's Board of Directors and the Executive Director shall have such other powers and duties as may be assigned to him/her from time to time by the Board of Trustees and President of Chapters West, provided that such other powers and duties shall not be inconsistent with the Executive Director's job description. The Executive Director shall have no role or responsibilities related to Nathan Adelson Hospice Foundation, a Nevada nonprofit corporation.

SECTION 5. Chain of Command – Absence of President/CEO

In the temporary absence of the President/CEO, the COO shall perform the duties of the President/CEO shall be performed in accordance with the Chain of Command Policy and Procedure of the Sole Member.

ARTICLE VIII: Committees

SECTION 1. Executive Committee

- A. The Executive Committee shall carry out the work of the Board of Trustees between meetings and at meetings in accordance with these Bylaws and make recommendations to the Board of Trustees for its action. The Executive Committee shall have all the authority of the Board of Trustees except as may be limited by state

law and subject to the approval of the Sole Member as specified in Article XIII, provided however, that the Executive Committee shall not have the authority to:

- (a) Amend, alter or repeal these Bylaws;
- (b) Elect, appoint or remove any member of any committee or any Trustee of the Corporation;
- (c) Amend or repeal the Articles of Incorporation, adopt a plan of merger or a plan of consolidation with another corporation;
- (d) Authorize the sale, lease or exchange of all the property and assets of the Corporation;
- (e) Authorize the voluntary dissolution of the Corporation or revoke proceedings therefor;
- (f) Adopt a plan for the distribution of the assets of the Corporation;
- (g) Amend, alter or repeal any resolution of the Board of Trustees unless it provides by its terms that it may be amended, altered or repealed by a committee; or
- (h) Enter into any loan facility, borrow any funds or pledge or hypothecate any or all of its assets as security for any borrowing.

B. The members of the Executive Committee shall be as follows:

- 1. Chairperson of the Board;
- 2. Vice Chairperson of the Board;
- 3. Secretary of the Board;
- 4. President/CEO; and
- 5. CFO.

The Sole Member may at any time increase or decrease the number of individuals sitting on the Executive Committee and/or change the composition of the Executive Committee.

C. The Chairperson of the Board shall chair the Executive Committee.

D. The Executive Committee shall meet as necessary or appropriate and will report any actions taken by it to the Board within seven (7) days after any definitive action is taken except if any action taken is of an emergent nature such action will be reported to the Board as soon as practicable.

SECTION 2. Standing Committees

The Standing Committees and their purposes shall be as follows:

A. **Quality Assessment Performance Improvement ("QAPI") and Compliance Committee**

The QAPI and Compliance Committee ensures quality outcomes by adopting and implementing sound measurement and monitoring systems in accordance with all applicable state and federal laws and regulations, and accreditation and professional organization standards, including but not limited to, applicable provisions of the Medicare Conditions of Participation for Hospices, 42 C.F.R. Part 418, accreditation standards of The Joint Commission, standards of the National Hospice and Palliative Care Organization, and other laws, regulations and standards applicable to the Corporation's operating divisions. The QAPI and Compliance Committee assists the Sole Member's Audit and Compliance Committee and the Corporation's Board of Trustees in promoting an organizational culture that encourages a commitment to compliance with the law. The CCO shall have direct, overall responsibility for the Corporation's compliance function and be given adequate resources and authority to carry out such responsibility. The QAPI and Compliance Committee shall prepare and present a report on its activities at least annually to the Sole Member's Audit and Compliance Committee.

Members of the QAPI and Compliance Committee shall consist of Elected Trustees appointed by the Chairperson of the QAPI and Compliance Committee. Non-voting members of the Committee shall include the CCO and any employees of the Corporation whose participation is deemed by the Committee Chairperson to be appropriate. Committee members appointed by the Board shall serve a term of two (2) years. The QAPI and Compliance Committee shall meet at least quarterly, or as necessary and appropriate, and shall be chaired by a Trustee appointed by the Chairperson of the Board.

B. **Development and Community Relations Committee**

The Development and Community Relations Committee assists the Board and the Corporation with charitable fund-raising efforts and to more effectively and efficiently implement sound community relations practices in support of the Corporation's mission. Its members shall be appointed by the Chairperson of the Development and Community Relations Committee and may include, from time to time, qualified individuals who are not Trustees. Committee members shall serve a term of two (2) years. The Committee shall meet at least quarterly, or as necessary and appropriate, and shall be chaired by a Trustee appointed by the Chairperson of the Board.

C. **Governance Committee**

The Governance Committee duties shall include oversight of the following for the Board of Trustees, subject to the rights of the Sole Member set forth in Article XIII: revisions to the Articles of Incorporation and Bylaws of the Corporation; governance policies addressing the Board of Trustees and its committees; Board development and education; evaluation and performance of the Board and its committees; and establishment of committee charters.

The Governance Committee shall consist of no fewer than three (3) Board members, including at least two Elected Trustees and no fewer than one officer of the Sole Member. Elected Trustees shall at all times constitute a majority of the Governance Committee members. During the Transition Period, the Legacy Elected Trustees shall constitute a majority of the Governance Committee members. The Chairperson of the Board shall serve as the Chairperson of the Governance Committee.

Members of the Governance Committee being considered for nomination to the Board for additional terms shall not be considered members of the Governance Committee when it is acting as the Board nominating committee. In addition to nominating new Board members and existing members for new terms, the Governance Committee shall recommend individuals for appointment to vacant positions of the Board. The Governance Committee shall meet as needed, but no less than twice annually.

SECTION 3. Ad Hoc Committees

Ad Hoc committees may be appointed at the discretion of the Chairperson of the Board and meet as necessary or appropriate, and may include, from time to time, qualified individuals who are not Trustees, provided that no such individuals shall act with the authority of the Board.

SECTION 4. Committee Chairpersons

Unless otherwise indicated, the Chairperson of the Board shall appoint committee chairpersons and may serve as a chairperson or voting member of one or more committees.

SECTION 5. Quorum

Unless otherwise designated by the Board of Trustees (or as permitted by state law in the event of an emergency), a majority of the whole committee shall constitute a quorum.

SECTION 6. Rules

Each committee may adopt rules for its own government not inconsistent with these Bylaws or with the rules adopted by the Board of Trustees.

SECTION 7. Removal

Except for members of the Executive Committee, the Chairperson of the Board may remove any committee member at will.

ARTICLE IX: Fiscal Policies

SECTION 1. Contracts

In addition to the officers so authorized by these Bylaws or the Sole Member's Contracting Policy and Procedure and/or Guidelines, any officer or agent authorized by the Board of Trustees may enter into any contract or execute and deliver any instrument in the name of or to the Corporation.

SECTION 2. Checks, Drafts, Etc.

All checks, drafts, or orders for the payment of money, notes or other evidence of indebtedness issued in the name of the Corporation shall be signed by such officer(s) or agent(s) as determined by resolution of the Board of Trustees.

ARTICLE X: Books and Records

SECTION 1. Minute Book

The Corporation shall keep at its principal office, or such other place as the Board of Trustees may order, a book of the minutes of all meetings of the trustees, with the time and places of holding, whether regular or special, how authorized, the notice given, the names of those present, and the proceedings thereof.

SECTION 2. Corporate Records

The Corporation shall keep and maintain at its principal office, or such other place as the Board of Trustees may order, adequate and correct accounts of its properties and business transactions, including accounts of its assets, liabilities, receipts, disbursements, gains and losses.

SECTION 3. Confidentiality of Patient /Family Information

The records of any committee or Board of the Corporation which contain information relating specifically to any patient served by any operating division of the Corporation shall be considered confidential. Any disclosure of such information shall be in accordance with applicable federal and state statutes and regulations in effect at the time, pertaining to disclosure of confidential patient information.

ARTICLE XI: Waiver of Notice

When notice is required under the provisions of the Law, the Corporation's Articles of Incorporation or these Bylaws, a written waiver signed by the person or persons entitled to such notice, whether before or after the time stated herein, shall be deemed equivalent to the giving of such notice.

ARTICLE XII: Amendments

Only the Sole Member may amend, supplement, restate, repeal, or rescind these Bylaws or any of them or any combination of them; provided however, that during the Transition Period, these Bylaws may not be amended unless such amendment is approved by a majority of the Legacy Elected Trustees then in office. These Bylaws shall be reviewed annually by the Governance Committee and any recommendations for amendment shall be provided concurrently to the Board of Trustees and the Sole Member.

ARTICLE XIII: Rights of the Sole Member

The rights of the Sole Member with regard to the Corporation are set forth in this Article XIII. Without the written approval of the Sole Member, the Corporation shall not:

- A. Sell, lease, or dispose of assets (except in the ordinary course of business), merge, combine or otherwise or reorganize with any other entity, or convert its corporate structure to another form;
- B. Enter into any loan facility, borrow any funds or pledge or hypothecate any or all of its assets as security for any borrowing;
- C. Change the primary character or nature of its business to something other than the operation of a hospice program;
- D. Remove or appoint the President/CEO and other officers of the Corporation;
- E. Execute any deed, mortgage, note or bond;
- F. Adopt or amend the annual operating and/or capital budgets proposed by the President/CEO and the management or Board of Trustees of the Corporation;
- G. Make any contribution or distribution of assets or property to any person or entity;
- H. Amend these Bylaws or the Articles of Incorporation of the Corporation;
- I. Dissolve, liquidate or otherwise cease to exist as a nonprofit corporation which is exempt from taxation under Section 501(c)(3) of the Internal Revenue Code;
- J. Form any material subsidiary corporation or other entity;

- K. Acquire, utilize, and dispose of patents, copyrights, and trademarks and any licenses and other rights or interests thereunder or therein; or
- L. Enter into any management services agreements.

For a period of three (3) years after the Effective Time, without the approval of a majority of the Legacy Elected Trustees then in office, the Sole Member shall not take any of the actions set forth in subsections A, B, C, E (to the extent the rights referenced in subsections A or B would be implicated), F, G (to the extent outside the ordinary course of business of the Corporation), H (to the extent set forth in Article XII), or I above.

ARTICLE XIV: Indemnification and Exculpation

SECTION 1. Indemnification of Trustee or Officer: Action Other Than By Hospice

As authorized by NRS 82.541:

(a) The Corporation must indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, except an action by or in the right of the Corporation, by reason of the fact that the person is or was a Trustee, officer, employee or agent of the Corporation, or is or was serving at the request of the Corporation as a director, trustee, officer, employee or agent of another business entity, partnership, joint venture, trust or other enterprise, against expenses, including attorneys' fees, judgments, fines and amounts paid in settlement actually and reasonably incurred by the person in connection with the action, suit or proceeding if the person:

- (i) Is not liable pursuant to NRS 78.138; or
- (ii) Acted in good faith and in a manner which he or she reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe the conduct was unlawful.

The termination of any action, suit or proceeding by judgment, order, settlement, conviction or upon a plea of nolo contendere or its equivalent, does not, of itself, create a presumption that the person is liable pursuant to NRS 78.138 or did not act in good faith and in a manner which he or she reasonably believed to be in or not opposed to the best interests of the Corporation, or that, with respect to any criminal action or proceeding, he or she had reasonable cause to believe that the conduct was unlawful.

(b) The Corporation may (but is not required to) indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Corporation to procure a judgment in its favor by reason of the fact that the person is or was a director, trustee, officer, employee or agent of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another entity, partnership, joint venture, trust or other enterprise against expenses, including amounts paid in settlement and attorneys' fees actually

and reasonably incurred by the person in connection with the defense or settlement of the action or suit if the person:

- (i) Is not liable pursuant to NRS 78.138;
- (ii) Acted in good faith and in a manner which he or she reasonably believed to be in or not opposed to the best interests of the Corporation; provided, however; or
- (iii) Indemnification may not be made for any claim, issue or matter as to which such a person has been adjudged by a court of competent jurisdiction, after exhaustion of all appeals therefrom, to be liable to the Corporation or for amounts paid in settlement to the Corporation, unless and only to the extent that the court in which the action or suit was brought or other court of competent jurisdiction determines upon application that in view of all the circumstances of the case, the person is fairly and reasonably entitled to indemnity for such expenses as the court deems proper.

(c) To the extent that a trustee, officer, employee or agent of the Corporation has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in Article XIV, Section 1(a) or Section 1(b) above or in defense of any claim, issue or matter therein, the Corporation must indemnify him or her against expenses, including attorneys' fees, actually and reasonably incurred by him or her in connection with the defense.

SECTION 2. Advancement of Expenses

The expenses of a trustee or officer incurred in defending a civil or criminal action, suit or proceeding must be paid by the Corporation as they are incurred and in advance of the final disposition of the action, suit or proceeding, upon receipt of an undertaking by or on behalf of the trustee or officer to repay the amount if it is ultimately determined by a court of competent jurisdiction that the trustee or officer is not entitled to be indemnified by the Corporation. The provisions of this section do not affect any rights to advancement of expenses to which personnel of the Corporation other than trustee or officer could be entitled under any contract or otherwise by law.

SECTION 3. Other Rights not Excluded

The indemnification or advancement of expenses authorized in or ordered by a court of competent jurisdiction pursuant to Article XIV, Section 1(b)(iii) and Section 2 above, does not exclude any other rights to which a trustee or officer seeking indemnification or advancement of expenses may be entitled under any contract, insurance policy, articles of organization, vote of Trustees or otherwise, for an action in the trustee's or officer's official capacity or an action in a capacity while holding office, except that indemnification, unless ordered by a court pursuant to Article XIV, Section 1(b)(iii) or for the advancement of expenses made pursuant to Section 2 above, must not be made to or on behalf of any trustee or officer if a final adjudication establishes that the trustee's or officer's acts or omissions involved intentional misconduct, fraud or a knowing violation of the law and was material to the cause of action and continues for a trustee or officer who has ceased to be a trustee or officer and inures to the benefit of the heirs, executors and administrators of such a trustee or officer.

SECTION 4. Insurance or Other Financial Arrangements

(a) Except as provided in Article XIV, Section 5, the Corporation may purchase and maintain insurance or make other financial arrangements on behalf of any trustee or officer of the Corporation who is or was a trustee, officer, employee or agent of the Corporation, or is or was serving at the request of the Corporation as a director, trustee, officer, employee or agent of another entity, partnership, joint venture, trust or other enterprise against expenses for any liability asserted against the trustee or officer and liability and expenses incurred by the trustee or officer in his or her capacity as a trustee, officer, employee or agent of the Corporation, or is or was serving at the request of the Corporation or arising out of his or her status as such, whether or not the Corporation has the authority to indemnify such a trustee or officer against such liability and expenses. The other financial arrangements made by the Corporation may include the creation of a trust fund, the establishment of a program of self-insurance, the securing of its obligation of indemnification by granting a security interest or other lien on any assets of the Corporation, and the establishment of a letter of credit, guaranty or surety.

(b) Any insurance or other financial arrangement made on behalf of a trustee or officer pursuant to this Article XIV may be provided by the Corporation if approved by the Board. In the absence of fraud, the decision of the Board as to the propriety of the terms and conditions of any insurance or other financial arrangement and the choice of the person to provide the insurance or other financial arrangement is conclusive and the insurance or other financial arrangement:

(i) Is not void or voidable; and

(ii) Does not subject any trustee approving it to personal liability for the approval, even if a trustee approving the insurance or other financial arrangement is a beneficiary of the insurance or other financial arrangement.

SECTION 5. Limitation on Insurance or Other Financial Arrangements

No financial arrangement made pursuant to Article XIV, Section 4 above can provide protection for a trustee or officer adjudged by a court of competent jurisdiction, after exhaustion of all appeals therefrom, to be liable for intentional misconduct, fraud or a knowing violation of law, except with respect to the advancement of expenses or indemnification ordered by a court.

SECTION 6. Competitive Outside Activities

A trustee or officer shall be entitled to enter into transactions that may be considered to be competitive with the Corporation, or to take advantage of business opportunities that may be beneficial to the Corporation, provided that entering into any such transaction or taking advantage of any such business opportunity does not violate the trustee's or officer's fiduciary duties to the Corporation.

SECTION 7. Exculpation

A trustee or officer is not individually liable for damages as a result of an act or failure to act in his or her capacity as a trustee or officer unless:

(a) A trier of fact determines that the presumption that, as trustees and officers in deciding upon matters of the Corporation's business, such trustees and officers acted in good faith, on an informed basis and with a view to the interests of the Corporation, has been rebutted; and

(b) It is proven that:

(i) The trustee's or officer's act or failure to act constituted a breach of his or her duty to exercise his or her powers in good faith and with a view to the interests of the Corporation; and

(ii) Such breach involved intentional misconduct, fraud or a knowing violation of law.

Adopted pursuant to the Corporation's Bylaws to be effective as of _____, 202__.

The Nathan Adelson Hospice

By: _____

Name: Karen Rubel

Title: President & CEO

Exhibit 2.4 to Affiliation Agreement Dated October 24, 2024

Charter of the Chapters West Region Advisory Council

(Chapters Health System, Inc. and The Nathan Adelson Hospice)

See attached

**CHAPTERS HEALTH
WEST REGION ADVISORY COUNCIL
OPERATING GUIDELINES**

I. PURPOSE AND RESPONSIBILITIES

The primary purpose of the Chapters Health System (“Chapters”) West Region Advisory Council (the “Council”) is to provide a forum for advice and consultation with the Chapters Health West Region President (the “Regional President”). The Chapters Health West Region is expected to be initially formed by up to four (4) hospices proposed to affiliate with Chapters in or about the first quarter of 2025, as follows: East Bay Integrated Care, Inc. (d/b/a Hospice East Bay); Hospice of Santa Cruz County; The Nathan Adelson Hospice; and Willamette Valley Hospice, Inc. (d/b/a Willamette Vital Health) (collectively, the “Initial Chapters Health West Hospices”). Additional hospices that are geographically proximate to the Initial Chapters Health West Hospices may affiliate with Chapters and elect to participate in the Council. These new affiliates and the Initial Chapters Health West Hospices would collectively form the “Chapters Health West Region.” The Council will serve as a strategic, thought-leading group and coordinate on matters of importance to Chapters, the Regional President and the Chapters Health West Hospices. The specific responsibilities of the Council will be as follows:

- A. Provide input to Chapters and the Regional President on matters of regional importance that Chapters or the Regional President brings to the Council;
- B. Engage in cultural and regional discussions pertaining to program operations;
- C. Provide input to Chapters and the Regional President on matters of strategic importance that Chapters or the Regional President brings to the Council;
- D. Advise on prioritization of capital projects for the Chapters Health West Hospices;
- E. Work with Chapters to coordinate advocacy initiatives, where appropriate.

II. COMPOSITION

- 2.01 Council Member Classes. The Council will be comprised of three classes of individuals (the “Council Members”), including: (a) “Representative Members.” (b) “Elected Members,” and (c) “Ex-Officio Members.”
- 2.02 Representative Members. Each Initial Chapters Health West Hospice may designate one member to serve a term of up to three years, and a second member to serve a term of up to two years as Representative Members. After the Initial Chapters Health West Hospices, each new hospice that becomes a Chapters Health West Hospice may designate one member to serve a two-year term and one member to serve a one-year term as Representative Members. Individuals serving as Representative Members shall serve on the board of directors of the

Chapters Health West Hospice that designates the individual to serve as a Representative Member. Prior to the expiration of the term of a Representative Member, a Chapters Health West Hospice Board of Directors may replace any person designated by it as a Representative Member, including to fill any vacancy resulting from the death or resignation.

- 2.03 Elected Members. Elected Members will be chosen by the Council to serve a term of three years. Elected Members may be a former Representative Member, a director of a Chapters Health West Hospice Board, or a community member unaffiliated with one of the Chapters Health West Hospices. Elected Members will be chosen to address expertise related to the strategic initiative of Chapters Health West Region with an emphasis on diversity of backgrounds, race/ethnicity, gender and geography. Elected Members will have a principal residence or work in a state where a Chapters Health West Hospice operates, unless the Council determines otherwise.

Elected Members are eligible for successive terms up to the maximum combined years outlined in Section 2.05 below.

After the Initial Chapters Health West Hospices have closed their affiliation transactions with Chapters, the Council will elect two Elected Members, taking into account strategic initiatives, and diversity of backgrounds, race/ethnicity, gender and geography. As Representative Members of the Initial Chapters Health West Hospices term out of their positions as Representative Members, the Council will select Elected Members to fill those vacancies. Elected Members will serve a three-year term unless the Council stipulates a shorter term for newly Elected Members to address either an orderly rotation of Elected Members or comply with the limit on maximum cumulative years of service. Unless otherwise decided by the Council, the number of Elected Members will remain unchanged at ten (10) once the Representative Members of the Initial Chapters Health West Hospices have been replaced with Elected Members. (i.e. As Representative Members of additional affiliates term out, new Elected Member positions will not be created.)

- 2.04 Ex-Officio Members. Ex-Officio Members of the Council shall include the Regional President and the following officers of Chapters: President/CEO; Chief Operating Officer; and Chief Financial Officer. Ex-Officio Members will serve for a term that is concurrent with their service either as an officer of Chapters or as Regional President.
- 2.05 Maximum Years of Combined Consecutive Service for Representative Members and Elected Members. The maximum combined years of consecutive service as a Representative Member or Elected Member will be nine years.

- 2.06 Geographic Representation. At all times the Council will include at least one Council Member who is a resident of each state in which a Chapters Health West Hospice operates.

III. ADVISORY ROLE

The Council will act in an advisory capacity to Chapters and the Chapters Health West Hospices on matters brought to the Council for its consideration. The Council will not have administrative responsibility or exercise plenary authority, but rather will serve as a vehicle for the exchange of information and strategy important to Chapters, the Regional President and the Chapters Health West Hospices. Although the Council may vote on matters and resolutions, actions of the Council will not be binding on Chapters or the Chapters Health West Hospices (except with respect to the composition of the Council).

IV. MEETINGS

Meetings of the Council will take place beginning in the month after which the first two Initial Chapters Health West Hospices affiliate with Chapters. Meeting dates and times will be determined by the Regional President in coordination with the Council Members. The Regional President will lead all Council meetings. Council meetings will occur at least quarterly or as otherwise determined by the Regional President after consultation with Chapters and the Chapters Health West Hospices. It is anticipated that meetings may be held more frequently at times when other hospices are integrating into Chapters as Chapters Health West Hospices.

Individuals who are not Council Members may be invited to participate in Council meetings at the discretion of any of the Ex-Officio Members.

Council Members may participate in meetings by means of conference telephone or other communications equipment provided that all Council Members participating in a meeting can hear one another. Agendas for Council meetings will be set by the Regional President in consultation with the Chapters President / CEO in advance of each Council meeting and Council Members will have the opportunity to propose additional agenda items for the Council's consideration.

V. SELF-ASSESSMENT

The Council shall conduct a self-assessment at least annually and consider whether any changes to composition, scope or terms should be recommended to the Chapters and the Regional President. Any such changes will be subject to the approval of Chapters.