

Execution Version

AFFILIATION AGREEMENT

This **AFFILIATION AGREEMENT** (this “**Agreement**”) is dated as February 18, 2026, by and among Chapters Health System, Inc., a Florida not for profit corporation (“**Chapters**”), Housecall Providers Services, LLC, an Oregon limited liability company (“**Company**”), Housecall Providers, PC, an Oregon professional corporation (“**Company Affiliate**”) and CareOregon, Inc., an Oregon nonprofit corporation (“**CareOregon**”). Chapters, Company, Company Affiliate, and CareOregon are individually referred to herein as “**Party**” and collectively as “**Parties.**”

RECITALS

A. **WHEREAS**, Company currently operates a licensed hospice in Multnomah, Washington and Clackamas Counties, State of Oregon commonly known as Housecall Providers Hospice;

B. **WHEREAS**, CareOregon owns one hundred percent (100%) of the issued and outstanding membership interests of the Company;

C. **WHEREAS**, Company Affiliate provides home-based primary care, advanced illness care, and other services through licensed providers in Multnomah, Washington, Clackamas, Clatsop, Columbia, Douglas, Jackson, Josephine, Marion, Polk, and Tillamook Counties, State of Oregon;

D. **WHEREAS**, CareOregon owns preferred stock and common voting stock in Company Affiliate and physicians licensed to practice medicine in Oregon own a majority of the common voting stock in Company Affiliate;

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

F. **WHEREAS**, Chapters and CareOregon have reviewed each other’s mission statements and believe there is fundamental alignment and compatibility in such statements; and

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

(i) Preservation of the comprehensive, community-based, not for profit hospice, palliative, and home-based primary care services;

(ii) Promotion of best practices in the provision of hospice, home-based primary care, and palliative care services;

(iii) Development and implementation of enhanced quality care systems and oversight;

- (iv) Efficient management of key areas of operation;
- (v) Cost effective management of key administrative functions;
- (vi) Cost effective and efficient purchasing and distribution of supplies and pharmaceuticals;
- (vii) Effective public policy development;
- (viii) Increased opportunities for research, analysis and planning for health care innovation;
- (ix) Minimize disruption to patients and employees; and
- (x) Enhanced understanding, preparedness and leadership in future health care delivery reform.

NOW, THEREFORE, in consideration of the premises and the mutual promises made herein, and the representations, warranties and covenants herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

ARTICLE I

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:

“**Accounting Principles**” is defined in Section 3.4(a)(ii).

“**Advisory Council Designees**” is defined in Section 2.6.

“**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.

“**Amended and Restated Articles of Incorporation and Amended and Restated Bylaws of Company Affiliate**” is defined in Section 2.2.

“**Amended and Restated Articles of Organization and Operating Agreement of Company**” is defined in Section 2.2.

“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.

“Assignment and Assumption of Lease” is defined in Section 3.2(l).

“Assignment and Transfer of Interests” is defined in Section 3.2(m).

“Assignment and Transfer of Physician Shareholder Interests” is defined in Section 3.2(n).

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

“Business” means the ownership and operation of the Company 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.

“CareOregon Affiliate Contracts” has the meaning set forth in Section 4.16(f).

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

“CareOregon Pre-Closing Communications” is defined in Section 12.17.

“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 Benefit Plans” is defined in Section 12.16.

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

“Chapters HealthWest” refers to a group of not for profit hospices operating in the western United States that are affiliated with Chapters.

“Closing” is defined in Section 3.1.

“Closing Balance Sheets” is defined in Section 3.4(b)(i).

“Closing Date” is defined in Section 3.1.

“Closing Statement” is defined in Section 3.4(b)(i).

“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.

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

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

“**Company Affiliate MSA**” is defined in Section 3.2(k).

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

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

“**Company Intellectual Property**” means all Intellectual Property to the extent owned, licensed or used by Company or Company Affiliate.

“**Company Lease**” is defined in Section 6.3(b).

“**Company MSA**” is defined in Section 3.2(j).

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

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

“**Company Tax-Exempt Bond Documents**” defined in Section 4.25(a).

“**Company Tax-Exempt Bonds**” shall refer to outstanding tax-exempt bonds for the benefit of or incurred by Company or Company Affiliate or which Company or Company Affiliate is liable to pay.

“**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 Company Assets or the operation thereof to which Company or Company Affiliate is a party or by which any of the Company Assets is bound.

“**Dispute**” is defined in Section 11.3.

“**Dispute Notice**” is defined in Section 11.3.

“**Disputed Amounts**” is defined in Section 3.4(c)(iii).

“**Donated Assets**” means the total sum of the donor-restricted net assets of Company and Company Affiliate, determined on a combined basis, that were donated or granted for use by Company or Company Affiliate.

“**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.

“**Endorsements**” is defined in Section 7.8(b).

“**Environmental Condition**” means any event, circumstance or condition related in any manner whatsoever to: (a) the current or past presence or spill, emission, discharge, disposal, 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 Company 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.

“**Estimated Closing Balance Sheet**” is defined in Section 3.4(a)(i).

“**Estimated Closing Statement**” is defined in Section 3.4(a)(i).

“**Estimated Net Assets**” is defined in Section 3.4(a)(i).

“**Estimated Pre-Closing Period Net Intercompany Amount**” is defined in Section 3.4(a)(i).

“**Estimated Pre-Closing Period Payables to CareOregon**” is defined in Section 3.4(a)(i).

“**Estimated Pre-Closing Period Receivables from CareOregon**” is defined in Section 3.4(a)(i).

“**Estimated Total Assets**” is defined in Section 3.4(a)(i).

“**Estimated Total Liabilities**” is defined in Section 3.4(a)(i).

“**Executive Employees**” (a) with respect to Chapters shall mean each of the persons then serving as the Chief Executive Officer, Chief Operating Officer, Chief Financial Officer, Chief Information Officer, Chief Medical Officer, Chief Human Resources Officer and Chief Compliance Officer, or in a similar capacity by whatever title, (b) with respect to CareOregon, Company, and Company Affiliate shall mean Amit Shah (Chief Medical Officer, CareOregon), Teresa Learn (Chief Financial Officer, CareOregon), Meridith Green (Senior VP, People and Culture, CareOregon), Rebecca Ramsay (Chief Executive Officer, Housecall Providers) and Naja Di Pilla (Director of Population Health, Quality and Compliance, Housecall Providers).

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

“**Facilities**” means any healthcare facility, healthcare operations or medical or other clinical practice owned, operated, managed or leased by Company or Company Affiliate.

“**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.

“Independent Accountant” means Baker Tilly.

“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.

“Intellectual Property” means, to the extent owned, licensed or used by Company in the Business and/or the Company 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.

“Interests” is defined in Section 2.1.

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

“Knowledge” means the actual knowledge of any Executive Employee of a Party 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, Company or Company Affiliate.

“Management Service Agreement” and **“Management Services Agreements”** are defined in Section 2.4.

“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 Company or Company Affiliate, taken as a whole; or (b) the ability of Company or Company Affiliate, to consummate the Transaction; 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 or any action taken (or omitted to be taken) with the written consent of or at the written request of Chapters; (F) any changes in applicable laws, regulations or accounting rules (including GAAP) or the enforcement, implementation or interpretation thereof; (G) the announcement, pendency or completion of the Transaction, including losses or threatened losses of employees, patients, suppliers, distributors or others having relationships with Company or Company Affiliate; (H) any natural or man-made disaster or acts of God; or (I) any epidemics, pandemics, disease outbreaks, or other public health emergencies.

“Material Contracts” is defined in Section 4.16.

“Material Licenses” is defined in Section 4.8.

“Meet and Confer” is defined in Section 11.3.

“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).

“Net Assets” means, as of any date, the sum of (a) the Total Assets of Company or Company Affiliate, as applicable, minus (b) the Total Liabilities of Company or Company Affiliate, as applicable, each as set forth on the respective balance sheet of Company or Company Affiliate, as applicable.

“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 (including with respect to quantity and frequency); 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 Company or Company Affiliate, together with the interest of Company or Company 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.

“Party’s Agents” is defined in Section 12.16.

“PBG” 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) such other title and survey matters acceptable to Chapters that are shown on any Commitments obtained by Chapters, (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 Company Assets and (e) Permitted Liens.

“Permitted Liens” means all (a) existing lines of credit of Company or Company Affiliate disclosed to Chapters; (b) those liens identified in Company Historical Financial Information; (c) other liens as Company or Company Affiliate may have incurred or incur in the Ordinary Course of Business and otherwise consistent with Sections 6.2 and 6.3 of this Agreement; and (d) liens described on the attached Schedule 1.1.

“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.

“Physician Shareholder” is defined in Section 2.1.

“Physician Shareholder Interests” is defined in Section 2.1.

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

“Post-Closing Net Asset Adjustment(s)” is defined in Section 3.4(b)(ii).

“Post-Closing Net Intercompany Amount Adjustment” is defined in Section 3.4(b)(iii).

“Post-Closing Physician Shareholder” is defined in Section 2.1

“Post-Closing Representation” is defined in Section 12.17.

“Pre-Closing Period Net Intercompany Amount” means an amount equal to (a) the Pre-Closing Period Payables to CareOregon, minus (b) the Pre-Closing Period Receivables from CareOregon.

“Pre-Closing Period Payables to CareOregon” means all amounts payable or owing to CareOregon or any of its Affiliates (excluding Company or Company Affiliate) as of the Closing Date by Company or Company Affiliate, determined on a combined basis, for goods or services

provided by CareOregon or any of its Affiliates to Company or Company Affiliate during any period prior to Closing.

“Pre-Closing Period Receivables from CareOregon” means all amounts payable or owing to Company or Company Affiliate, determined on a combined basis as of the Closing Date, by CareOregon or any of its Affiliates (excluding Company or Company Affiliate) for goods or services provided by Company or Company Affiliate to or for the benefit of CareOregon or any of its Affiliates during any period prior to Closing.

“Prior Company Counsel” is defined in Section 12.17.

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

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

“Prohibited Business” means the provision of any of the following: hospice care, palliative care and respite care.

“Proposed Change Notification” is defined in Section 6.3.

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

“Resolution Period” is defined in Section 3.4(c)(ii).

“Review Period” is defined in Section 3.4(c)(i).

“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 Multnomah, Washington, Clackamas, Clatsop, Columbia, Douglas, Jackson, Josephine, Marion, Polk, Tillamook and Umpqua, State of Oregon.

“Shared Services” is defined in Section 2.4(b).

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

“Statement of Objections” is defined in Section 3.4(c)(ii).

“Support Center Services” is defined in Section 2.4(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 Company or Company 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 Company or Company 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).

“**Total Assets**” means, as of any date, the total assets of Company or Company Affiliate, as applicable, as would appear on a balance sheet of Company or Company Affiliate, as applicable, as of such date.

“**Total Liabilities**” means, as of any date, the total liabilities of Company or Company Affiliate, as applicable, as would appear on a balance sheet of Company or Company Affiliate, as applicable, as of such date.

“**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.

“**Transition Services Agreement**” has the meaning set forth in Section 3.2(i).

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

“**Undisputed Amounts**” is defined in Section 3.4(c)(iii).

1.2 Interpretation.

In this Agreement, unless the context otherwise requires:

(i) 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;

(ii) references to sections are references to sections of this Agreement;

(iii) references to any Party to this Agreement shall include references to its respective successors and permitted assigns;

(iv) the terms “hereof,” “herein,” “hereby,” and derivative or similar words will refer to this entire Agreement;

(v) references to any document (including this Agreement) are references to that document as amended, consolidated or supplemented by the Parties from time to time;

(vi) 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;

(vii) the word “including” shall be interpreted to mean including without limitation;

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

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

(x) the terms “date hereof,” “date of this Agreement” and similar terms shall mean the date first written above; and

(xi) 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 II

TRANSACTION STRUCTURE

2.1 Transfer of Interests. On the terms and subject to the conditions contained in this Agreement, on the Closing Date, Chapters shall acquire and receive an assignment from CareOregon and CareOregon shall convey, assign, transfer and deliver to Chapters, free and clear of all Liens and other restrictions whatsoever, (a) all rights, title, and interest in and to all of CareOregon’s membership rights, title and interests in the Company and (b) all of CareOregon’s preferred stock and common stock in Company Affiliate (collectively, (a) and (b) being the “**Interests**”). On the Closing Date, Amit Shah, MD (“**Physician Shareholder**”), shall convey, assign, transfer and deliver to a physician licensed to practice medicine in Oregon approved by Chapters (“**Post-Closing Physician Shareholder**”), 5,100 shares of common stock of Company Affiliate free and clear of all Liens and other restrictions (the “**Physician Shareholder Interests**”)

which shares represent all of the common stock owned by Physician Shareholder in Company Affiliate. Pending the Closing, the Business will be operated by Company and Company Affiliate in accordance with Section 6.2 and Section 6.3 of this Agreement such that, except as permitted therein, all assets and liabilities of Company and Company Affiliate shall remain with Company and Company Affiliate after the Effective Time, subject to Section 4.16(f) hereof.

2.2 Amendment and Restatement of Corporate Documents. CareOregon and Company agree to take such actions, as necessary, to amend and restate Company's Articles of Organization and Operating Agreement effective as of the Effective Time to reflect Chapters as the sole member of Company and grant to Chapters certain reserved powers. CareOregon and Company Affiliate agree to take such actions, as necessary, to amend and restate Company Affiliate's Articles of Incorporation, Bylaws and other corporate documents effective as of the Effective Time to reflect Chapters as the owner of all the preferred stock and common voting stock in Company Affiliate that is owned as of the date hereof by CareOregon. As of the Effective Time, the Articles of Organization and Operating Agreement of Company shall be amended and restated to be consistent with the forms of such documents set forth and attached as Exhibit 2.2A and Exhibit 2.2B, respectively (together, the "**Amended and Restated Articles of Organization and Operating Agreement of Company**"), and the Articles of Incorporation and Bylaws of Company Affiliate shall be amended and restated to be consistent with the forms of such documents set forth and attached as Exhibit 2.2C and Exhibit 2.2D, respectively (together, the "**Amended and Restated Articles of Incorporation and Amended and Restated Bylaws of Company Affiliate**").

2.3 Governance Structure and Board Composition.

(a) The initial post-Closing board of directors of Company will consist of those individuals serving on such Board immediately prior to the Closing, as may be modified by any resignations, and: (a) Chapters' President/Chief Executive Officer, President-Hospice and PACE, and Chief Financial Officer, respectively, who shall serve as ex-officio, voting directors, and (b) non-voting (advisory), ex-officio individuals who shall include the following officers of Chapters: Chief Medical Officer, Chief People Officer, Chief Information Officer, Chief Compliance Officer, and Vice President-Foundation.

(b) The initial post-Closing board of directors of Company Affiliate will consist of those individuals serving on such Board immediately prior to the Closing, as may be modified by any resignations, and: (a) such officers of Chapters as Chapters shall determine who shall serve as ex-officio, voting directors, provided that at all times the composition of the Company Affiliate's board of directors shall comply with OR 58.375(b), and (b) non-voting (advisory), ex-officio individuals who shall include such officers of Chapters as Chapters shall determine.

(c) The Company and Company Affiliate boards of directors shall continue to exercise authority to oversee and direct the corporate activities and affairs of Company and Company Affiliate respectively, subject to the reserved powers of Chapters. For the avoidance of doubt, the non-voting, ex-officio individuals serving on the Company and Company Affiliate boards shall serve in an advisory capacity only and shall not be included for purposes of a quorum at a meeting of the Board.

2.4

[REDACTED]

[REDACTED]

[REDACTED]

2.5 Preservation of Company's Legacy. Chapters recognizes the significant contributions that Company and Company Affiliate have made to its local community and intends to work together with Company and Company Affiliate following the Effective Time to ensure that their legacy within the Service Area is preserved, including, without limitation, (a) continuing to use the Housecall Providers name for the conduct of the Business for at least five (5) years following Closing; and (b) consistent with past practice, Chapters and Company will continue to recognize Benneth Husted as the founder of the Company for at least five (5) years following Closing.

2.6 Chapters Health West Region. The Parties acknowledge that Chapters has formed a Chapters Health West region consisting of hospices geographically located in the western United States with Chapters as the sole member of each such hospice. The Chapters Health West hospices are functionally structured as a region within Chapters with concomitant regional functions and services, as appropriate, and related regional job titles. Upon the Closing, the Company will participate in the Chapters Health West region, and at Closing CareOregon shall designate two (2) directors or officers of the Company to serve on Chapters Health West Regional Advisory Council ("**Advisory Council Designees**") and such Advisory Council Designees shall be eligible to serve on such council for a period no less than five (5) years following Closing, and if an Advisory

Council Designee resigns or is removed for cause during such five (5) year period, then the elected members of the board of the Company shall appoint a director or officer of Company to fill such vacancy.

ARTICLE III

CLOSING

3.1 The Closing.

(a) The assignment and transfer of the Interests by CareOregon to Chapters, and the transactions relating thereto (collectively, the “**Closing**”), shall take place on such date as CareOregon and Chapters shall agree following the satisfaction or waiver of all conditions to the obligations of the Parties to be performed on or before the Closing Date (other than conditions with respect to actions the Parties shall take at the Closing) (the “**Closing Date**”). The Parties will endeavor to proceed to Closing as soon as possible, and are currently targeting a Closing no later than April 30, 2026. The Closing shall be deemed to be effective between the Parties for all purposes as of 12:01 a.m. on the day following the Closing Date (the “**Effective Time**”). Unless otherwise agreed by the Parties, the Closing can be accomplished by electronic transmission of the requisite documents to the respective legal offices of legal counsel for the Parties, duly executed where required.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

3.2 Actions of CareOregon, Company and Company Affiliate at the Closing. At or before the Closing, unless otherwise waived in writing by Chapters, CareOregon, Company and Company Affiliate shall deliver or cause to be delivered to Chapters (or such other Party as may be indicated below) the following, duly executed by such Parties, as applicable, or take the other actions noted:

(a) Amended and Restated Articles of Organization and Operating Agreement of Company consistent with the forms attached as Exhibit 2.2A and Exhibit 2.2B, and

Amended and Restated Articles of Incorporation and Amended and Restated Bylaws of Company Affiliate consistent with the forms attached as Exhibit 2.2C and Exhibit 2.2D;

(b) Copies of resolutions duly adopted by the boards of directors of CareOregon, Company and Company Affiliate authorizing and approving such Parties' 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 the appropriate officers of such Parties;

(c) Certificates signed by authorized officers of CareOregon, Company, and Company Affiliate certifying that the conditions set forth in Section 8.1 and Section 8.2 have been satisfied;

(d) Certificates of incumbency for the respective officers of CareOregon, Company and Company Affiliate executing this Agreement or any other document contemplated herein dated as of the Closing Date;

(e) Certificates of existence for CareOregon, Company and Company Affiliate evidencing the active status of CareOregon, Company and Company Affiliate and certified by the Oregon Department of State as of the most recent practicable date prior to the Closing Date;

(f) Consents and waivers from third parties in form and substance reasonably satisfactory to Chapters from those parties from whom, in the reasonable opinion of Chapters, such consents and waivers are required in order to give effect to the Transaction and to assure that all Company Assets and Contract rights owned or held by Company or Company Affiliate prior to the Closing remain with Company and Company Affiliate after the Closing;

(g) The non-blocked person affidavits of CareOregon, Company and Company Affiliate as described in Section 4.18(g);

(h) A roster of those individuals who will continue to serve on the initial, post-Closing boards of directors of Company and Company Affiliate;

(i) One or more agreements, in a form mutually acceptable to CareOregon and Chapters and duly executed by CareOregon (each, a "**Transition Services Agreement**") under which CareOregon will continue to provide those specific services to Company and Company Affiliate relating to technology and employment matters for the time periods and on the terms described in the transition services term sheet(s) attached hereto as Exhibit 3.2(i).

(j) A Management Services Agreement, in a form mutually acceptable to CareOregon, Company and Chapters and duly executed by Company ("**Company MSA**");

(k) A Management Services Agreement, in a form mutually acceptable to CareOregon, Company Affiliate and Chapters and duly executed by Company Affiliate ("**Company Affiliate MSA**");

(l) An assignment and assumption of the Lease between CareOregon and Company, in a form mutually acceptable to CareOregon, Company and Chapters ("**Assignment and Assumption of Lease**") and duly executed by CareOregon;

(m) An assignment and transfer of the Interests in a form mutually acceptable to CareOregon and Chapters and duly executed by CareOregon that assigns, transfers and conveys to Chapters all rights, title and interest of CareOregon in the Interests as of the Effective Time, free and clear of all Encumbrances, except for the Permitted Encumbrances (the "**Assignment and Transfer of Interests**");

(n) An assignment and transfer of the Physician Shareholder Interests in a form reasonably acceptable to Chapters and the Post-Closing Physician Shareholder and duly executed by the Physician Shareholder that assigns, transfers and conveys to the Post-Closing Physician Shareholder all rights, title and interest of the Physician Shareholder in the Physician Shareholder Interests as of the Effective Time, free and clear of all Encumbrances, except for the Permitted Encumbrances (the "**Assignment and Transfer of Physician Shareholder Interests**"); and

(o) 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 CareOregon, Chapters, as noted below, shall deliver or cause to be delivered to CareOregon the following, duly executed by Chapters and take the other actions noted, as applicable:

(a) Copies of resolutions duly adopted by the Board of Directors of Chapters 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) 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) Certificate of incumbency for the officers of Chapters executing this Agreement or any other document contemplated herein dated as of the Closing Date;

(d) Certificate of active status for Chapters certified by the Florida Department of State dated the most recent 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 boards of directors of Company and Company Affiliate, effective as of the Effective Time; and

(f) The Transition Services Agreement(s) duly executed by Chapters;

(g) The Company MSA duly executed by Chapters;

(h) The Company Affiliate MSA duly executed by Chapters;

(i) The Assignment and Transfer of Interests duly executed by Chapters;

(j) The Assignment and Assumption of Lease duly executed by Chapters; and

(k) Such other instruments and documents as CareOregon 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

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

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[REDACTED]

[REDACTED]

[REDACTED]

a [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

3.5 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 IV

REPRESENTATIONS AND WARRANTIES OF CAREOREGON, COMPANY AND COMPANY AFFILIATE

As of the date hereof and as of the Closing Date (except to the extent any of the following refers to a specific date and subject to Section 12.13 of this Agreement), CareOregon, Company and Company Affiliate jointly and severally represent and warrant to Chapters as follows:

4.1 Organization; Capacity.

(a) CareOregon is a corporation duly organized, validly existing and with an active status under the laws of the State of Oregon. CareOregon has no members as described in ORS § 65.001(30)(a). All powers and activities of CareOregon are governed and exercised under the authority of the CareOregon board of directors. CareOregon 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. CareOregon has the requisite power and authority to enter into this Agreement and the other Transaction Documents to which CareOregon is (or at the Closing, will become) a party and to perform its obligations hereunder and thereunder. The execution and delivery by CareOregon of this Agreement and documents described herein to which it is (or at the Closing, will become) a party, the performance by CareOregon of its obligations hereunder and thereunder and the consummation by CareOregon 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 CareOregon.

(b) Company is a limited liability company duly organized, validly existing and with an active status under the laws of the State of Oregon. The sole member of Company as described in ORS §63.001(21)(a) is CareOregon. All powers and activities of Company are governed and exercised under the authority of the Company board of directors. Company 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. Company has the requisite power and authority to enter into this Agreement and the other Transaction Documents to which Company is (or at the Closing, will become) a party and to perform its obligations hereunder and thereunder. The execution and delivery by Company of this Agreement and documents described herein to which it is (or at the Closing, will become) a party, the performance by Company of its obligations hereunder and thereunder and the consummation by Company 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 Company.

(c) Company Affiliate is a professional corporation duly organized, validly existing and with an active status under the laws of the State of Oregon. The ownership of all preferred stock and common stock in Company Affiliate is as set forth on Schedule 4.1(c). All powers and activities of Company Affiliate are governed and exercised under the authority of the Company Affiliate board of directors. Company Affiliate 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. Company Affiliate has the requisite power and authority to enter into this Agreement and the other Transaction Documents to which Company Affiliate is (or at the Closing, will become) a party and to perform its obligations hereunder and thereunder. The execution and delivery by Company Affiliate of this Agreement and documents described herein to which it is (or at the Closing, will become) a party, the performance by Company Affiliate of its obligations hereunder and thereunder and the consummation by Company Affiliate 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 Company Affiliate.

4.2 Authority; Noncontravention. The execution, delivery and performance of the Agreement and each other Transaction Document by CareOregon, Company and Company Affiliate thereto and the consummation by CareOregon, Company and Company Affiliate of the Transaction, as applicable:

(a) are within the power of CareOregon, Company and Company Affiliate and are not in contravention or violation of the terms of the articles of incorporation or bylaws of CareOregon or Company Affiliate or the articles of organization or operating agreement of Company, 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 CareOregon or Company or Company Affiliate 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 CareOregon, Company and Company Affiliate, 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 Company Assets under (i) any Contract, instrument, indenture, covenant, or understanding to which Company is a party, or (ii) any Order or Law applicable to any of the Company Assets or to which Company or Company Affiliate may be subject;

(d) except as set forth on Schedule 4.2(d), will neither conflict with, nor result in, a material breach or contravention of any agreement, lease, instrument, indenture, covenant, or understanding to which CareOregon, Company or Company Affiliate is bound or is a party; and

(e) there are no outstanding powers of attorney executed by or on behalf of Company or Company Affiliate.

4.3 Subsidiaries; Minority Interests. Except as set forth on Schedule 4.3, Company and Company Affiliate 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 Company or Company 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 acquire any interest in Company or Company Affiliate or in any of the Company 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 Company or Company Affiliate.

(b) Company and Company Affiliate have 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 Company Assets (as well as assets leased or licensed by Company or Company Affiliate) 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 CareOregon, Company or Company Affiliate is (or at the Closing, will become) a party has been, or upon execution thereof will be, duly executed and delivered, and (assuming due authorization, execution, and delivery by Chapters and all other parties thereto) this Agreement and each Transaction Document to which CareOregon, Company or Company Affiliate is a party constitutes legal, valid, and binding obligations of CareOregon, Company and Company Affiliate enforceable against CareOregon, Company and Company Affiliate 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 (collectively, the "**Company Historical Financial Information**"):

(i) the unaudited 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 Company and Company Affiliate prepared in connection with CareOregon's annual consolidated audit as of and for the 12-month periods ended December 31, 2023, and December 31, 2024; and

(ii) the most recent unaudited balance sheet and unaudited consolidating statement of operations for Company and Company Affiliate (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 date of this Agreement (the "**Most Recent Fiscal Month End**").

For purposes of this Agreement, as of the Closing Date, the term "**Company 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 Company and Company Affiliate during the period from the Most Recent Fiscal Month End through the Closing Date.

(b) The Company 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 Company and Company Affiliate as of such dates and the results of operations of Company and Company Affiliate for such periods (subject 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) CareOregon, Company and Company Affiliate have not materially changed any accounting policy or methodology during the periods presented in the Company 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) CareOregon, Company and Company Affiliate 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 balance sheet (or notes thereto) of Company or Company Affiliate 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) Company and Company Affiliate have no liability (and, to CareOregon's 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 Company or Company Affiliate 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 Company 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 Company or Company Affiliate as of the date of this Agreement (the "**Material Licenses**"). CareOregon has made available to Chapters materially accurate and complete copies of all Material Licenses listed on Schedule 4.8.

(b) As of the date of this Agreement, the Material Licenses constitute all of the Permits and Approvals that are necessary for Company and Company Affiliate to own,

lease, or operate their properties and assets and to carry on the Business as currently conducted except where failure to obtain such Permit or Approval would not reasonably be expected to have a Material Adverse Effect.

(c) Company and Company Affiliate 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 Company and Company Affiliate from operating the Company Assets and carrying on the Business as currently conducted.

(e) There is no pending or, to the Knowledge of CareOregon, 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, CareOregon, Company and Company Affiliate 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 Company has submitted a plan of correction that has been accepted or approved by the applicable Governmental Authority. CareOregon has made available to Chapters materially accurate and complete copies of all survey reports, deficiency notices, plans of correction, and related correspondence received by Company and Company Affiliate in connection with the Material Licenses.

4.9 Accreditation. Company and Company Affiliate are 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**"). CareOregon has delivered 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 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) Company and Company Affiliate have received all approvals or qualifications necessary for reimbursement of the Facilities by the Government Programs. All billing practices of Company and Company Affiliate, including, but not limited to, those pertaining to Government Programs and private insurance companies, have been conducted in all material respects in compliance with all applicable Laws and the billing guidelines of such third-party payors.

(c) Company and Company Affiliate have not received notice of any Proceeding, survey, or other action pending, and to CareOregon's 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 Company and Company Affiliate from the Government Programs or any such program.

(d) No third-party payor has terminated any contract or arrangement with Company and Company Affiliate or modified or altered any such contract or arrangement in a manner materially adverse to Company and Company Affiliate 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 Company and Company Affiliate under the Government Programs, all of which are in full force and effect.

4.11 Third-Party Payor Cost Reports. Company and Company Affiliate have timely filed all cost reports for all fiscal years required to be filed prior to the date of this Agreement. 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) Company and Company Affiliate have not been convicted of or 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. To the Knowledge of CareOregon, Company and Company Affiliate, none of the officers, directors or employees of Company or Company Affiliate has 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 CareOregon, Company and Company Affiliate, Company and Company Affiliate 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) CareOregon, Company and Company Affiliate have not received any written notice or other communication from a Governmental Authority or commercial payor that alleges that Company or Company Affiliate 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 CareOregon, Company and Company Affiliate, all of the contracts entered into by Company and Company Affiliate 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 Company and Company Affiliate 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) Except in compliance with applicable Law, neither Company or Company Affiliate nor, to the Knowledge of CareOregon, Company and Company Affiliate, any of their respective officers, directors or employees, is a party to any contract, lease agreement or other arrangement (including any joint venture or consulting agreement) related to Company or Company Affiliate, or the Company 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 Company or Company Affiliate.

(f) To the Knowledge of CareOregon, Company and Company Affiliate, neither Company or Company Affiliate, nor any of their respective officers, directors, 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) Company and Company Affiliate have conducted their operations in all material respects in accordance with their respective compliance programs, and Company and Company Affiliate: (i) have no reporting obligations pursuant to any settlement agreement entered into with any Governmental Authority; (ii) have not 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 Company and Company Affiliate); (iii) have not been a defendant in any qui tam/False Claims Act litigation (other than by reason of a sealed complaint of which CareOregon, Company and

Company Affiliate have no Knowledge); (iv) have not 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); and (e) are not a party to or otherwise subject to a corporate integrity agreement with the OIG.

4.13 Information Privacy and Security Compliance.

(a) To the Knowledge of CareOregon, Company and Company Affiliate, Company's and Company Affiliate's operations comply with HIPAA and the changes thereto imposed by HITECH and is in compliance with all other applicable Information Privacy or Security Laws.

(b) CareOregon has provided to Chapters materially accurate and complete copies of the compliance policies and/or procedures and privacy notices of Company and Company Affiliate relating to Information Privacy or Security Laws. To the extent required by Information Privacy or Security Laws, Company and Company Affiliate 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. CareOregon 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, to the Knowledge of CareOregon, Company and Company Affiliate, threatened 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, to the Knowledge of CareOregon, Company and Company Affiliate, threatened 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) Company and Company Affiliate 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 CareOregon, Company and Company Affiliate, Company and Company Affiliate have not infringed upon or otherwise violated, or are infringing upon or otherwise violating, the Intellectual Property rights of any Person.

(c) To the Knowledge of CareOregon, Company and Company Affiliate, no Person or any products or services of any Person is infringing upon or otherwise violating any Intellectual Property rights owned by Company or Company Affiliate.

(d) To the Knowledge of CareOregon, Company and Company Affiliate, 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 Company and Company Affiliate to any Person.

(e) Company is not, nor will be as a result of the execution and delivery of this Agreement or any of the documents described herein to which Company 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 Company Assets.

(f) Company and Company Affiliate do not own any patents, registered trademarks, registered service marks or registered copyrights.

(g) During the past five (5) years, Company and Company Affiliate have not received written notice of any Proceeding involving a possible infringement or other violation by Company or Company Affiliate of any Intellectual Property rights by of any Person, and Company and Company Affiliate have not 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(a) includes a materially complete and accurate description of all Contracts that (i) are entered into by Company or Company Affiliate with a physician or any other party which to CareOregon's, Company's or Company Affiliate's 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 of more than \$150,000 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(a) 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(a), the date and title of the Material Contract and the parties thereto. CareOregon has 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 Company or Company Affiliate and of each other party thereto, enforceable against Company or Company Affiliate, and 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 Company and Company Affiliate are not (with or without notice or lapse of time or both) in breach or default thereunder and, to the Knowledge of CareOregon, Company and Company Affiliate, 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) Company and Company Affiliate have not 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.
- (f) Schedule 4.16(f) sets forth each of the Contracts entered into by CareOregon primarily for the direct or indirect benefit of Company or Company Affiliate or under which Company or Company Affiliate have obligations (the "**CareOregon Affiliate Contracts**"). Chapters and CareOregon agree and acknowledge that, as of the Effective Time, Company and Company Affiliate will no longer receive benefits, nor have any obligations or liability under any CareOregon Affiliate Contracts, except as may be specifically agreed pursuant to the Transition Services Agreement applicable to Housecall Employees.

4.17 Personal Property. To the Knowledge of CareOregon, Company and Company Affiliate, no Person other than Company and Company 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 Company or Company Affiliate 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 Company or Company Affiliate; (d) property owned by third parties but in the possession of Company or Company Affiliate and held on a consignment basis for sale or other disposition; and (e) certain property owned by CareOregon as described on Schedule 4.17 that will be returned to CareOregon either prior to or promptly after the Effective Time. Schedule 4.17 also describes certain property owned by CareOregon that CareOregon agrees it will transfer and assign to Company either prior to or as of the Effective Time.

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 Company or Company 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 Company or Company Affiliate, including the date of, and name of each of the parties to, such Tenant Lease. Company or Company Affiliate, as applicable holds good and marketable leasehold title to each parcel of the Leased Real Property pursuant to the terms and conditions of the respective Tenant Lease.

(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 premises covered; (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) CareOregon has 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.

(e) CareOregon, Company and Company Affiliate have not 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) CareOregon, Company and Company Affiliate are not, nor 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, CareOregon, Company and Company Affiliate shall each execute and deliver to Chapters an affidavit certifying that it is not a “blocked person” under Executive Order 13224, such affidavit to be in a commercially reasonable form reasonably acceptable to Chapters and CareOregon.

(h) To the Knowledge of CareOregon, Company and Company Affiliate, all improvements, including all utilities which are a part of the Real Property, have been substantially completed and installed in accordance with the plans and specifications approved by the Governmental Authorities having jurisdiction, to the extent applicable, or to CareOregon's, Company's and Company Affiliate's Knowledge will be completed and installed in accordance with the plans and specifications approved by the Governmental Authorities.

(i) Except as set forth on Schedule 4.18(i), CareOregon, Company and Company Affiliate have not received written notice that remains outstanding from any Governmental Authority that the improvements which are a part of the 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 CareOregon, Company and Company Affiliate, 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 CareOregon, Company and Company Affiliate, all approvals, licenses and permits required for said utilities have been obtained and are in force and effect. To the Knowledge of CareOregon, Company and Company Affiliate, all of said utilities are installed and operating, and all installation and connection charges have been paid in full.

(k) CareOregon, Company and Company Affiliate have not received written notice that remains outstanding from any Governmental Authority that the location, construction, occupancy, operation and use of the Real Property (including the improvements which are a part of the 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 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 CareOregon, Company and Company Affiliate as of the date of this Agreement covering the Business and the Company 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 CareOregon, Company, Company 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. CareOregon, Company and Company Affiliate 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 CareOregon, Company and Company Affiliate.

4.20 Employee Benefit Plans.

(a) CareOregon has provided or made available to Chapters copies of each of the following that is sponsored, maintained or contributed to by Company and Company Affiliate, or any CareOregon ERISA Affiliate, as defined below, for the benefit of the employees of Company and Company Affiliate:

(i) Each “employee benefit plan” for the benefit of the current or former employees of Company and Company Affiliate, 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 Company and Company Affiliate, each material personnel policy, collective bargaining agreement, bonus plan, incentive award, vacation policy, severance pay plan, policy or agreement, deferred compensation agreement, form of consulting agreement, form of employment 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. CareOregon has 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 “**CareOregon ERISA Affiliate**” shall mean any person (as defined in § 3(9) of ERISA) that together with CareOregon would be treated as a single employer under § 4001(b) of ERISA, or would be aggregated with CareOregon 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) All obligations, whether arising by operation of law or by contract, required to be performed by CareOregon, Company or Company Affiliate in connection with the Plans and the Benefit Programs and Agreements have been performed in all material respects;

(ii) CareOregon has 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 CareOregon, Company and Company Affiliate, since receipt of the most recent favorable determination letters, none of the Plans have been amended or operated 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 CareOregon, Company or Company Affiliate, 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 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 Company or Company Affiliate has any liability with respect to any plan subject to Title IV maintained by any former CareOregon ERISA Affiliate (with respect to that period in which such former CareOregon ERISA Affiliate was a CareOregon ERISA Affiliate);

(vi) To the Knowledge of CareOregon, Company and Company Affiliate, 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) Company and Company Affiliate have no 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) Company and Company Affiliate do not maintain or contribute to any defined benefit pension plan that is not a Title IV Plan.

(e) Company and Company Affiliate is not 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 Company or Company Affiliate 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) Company and Company Affiliate do not maintain, contribute to or have 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 Company, except as required by the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended.

4.21 Employee Matters.

(a) Schedule 4.21(a) contains a list of all employees of Company and Company Affiliate, their current benefit arrangements, accrued paid time off, period of service, department and a 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. Company and Company Affiliate, and each of the Plans have properly classified individuals providing services to Company and Company Affiliate as independent contractors or employees, as the case may be. All current employees of Company and Company Affiliate are employees at-will, unless otherwise specified on Schedule 4.21(a). Except as disclosed on Schedule 4.21(a), Company and Company Affiliate are not parties to any oral (express or implied) or written employment agreement, severance agreement, or retention agreement with any individual.

(b) Company and Company Affiliate are not delinquent in payments to any of their 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 Company and Company Affiliate.

(c) Except as set forth on Schedule 4.21(c): (i) there is no pending or, to the Knowledge of CareOregon, Company and Company Affiliate, threatened employee strike, work stoppage or labor dispute at any of the Facilities; (ii) no question exists respecting union representation of any employees of Company and Company Affiliate, no demand has been made for recognition by a labor organization by or with respect to any employees of Company and Company Affiliate, no union organizing activities by or with respect to employees of Company and Company Affiliate are taking place, and no employees of Company and Company Affiliate are represented by any labor union or organization; (iii) no collective bargaining agreement exists or is currently being negotiated by Company and Company Affiliate; (iv) there is no unfair labor practice claim against Company and Company Affiliate before the National Labor Relations Board pending or threatened against or involving the Business; (v) Company and Company Affiliate 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) Company and Company Affiliate are not engaged in any unfair labor practices; (vii) there are no material pending or, to the Knowledge of CareOregon, Company and Company Affiliate, 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 may otherwise be expressly provided in this Agreement, Company and Company Affiliate will not be subject to any claim or liability for severance pay as a result of the consummation of the Transaction.

4.22 Litigation.

Schedule 4.22 contains a materially correct and complete list and summary description of all Proceedings with respect to which Company and Company Affiliate are a party or that relates to Company and Company Affiliate, the Business or the Company Assets. Except as set forth on Schedule 4.22, CareOregon, Company and Company Affiliate have not received written notice of any Proceeding by or before any Governmental Authority against or affecting (i) Company and Company Affiliate, the Business or the Company Assets, (ii) any current or former employee or agent of Company and Company Affiliate relating to obligations with respect to the Business or Company Assets, or (iii) any current or former medical staff member, supplier or contractor relating to obligations with respect to the Business or Company Assets.

4.23 Tax Matters.

Except as disclosed on Schedule 4.23:

(a) To the Knowledge of CareOregon, CareOregon is, and has been since the date of its incorporation, (i) an organization exempt from federal income tax under § 501(a) of the Code as an organization that is described in § 501(c)(3) of the Code, (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), and (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. To the Knowledge of

CareOregon, CareOregon (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.

(b) Since its formation Company has been a single member limited liability company with CareOregon as its sole member and disregarded for income tax purposes with all of its profits, losses, deductions and credits having been reported on CareOregon’s income tax returns.

(c) Company Affiliate is and has been since the date of its incorporation, (i) an organization exempt from federal income tax under § 501(a) of the Code as an organization that is described in § 501(c)(3) of the Code, (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) of the Code, and (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.

(d) To the Knowledge of CareOregon, Company and Company Affiliate, the interests in the Real Property of Company and Company Affiliate 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.

(e) CareOregon, Company and Company Affiliate have filed all Tax Returns that they have been required to file and have paid all Taxes shown thereon as owing, including employment and excise taxes. Except with respect to waivers or extensions that are no longer in force, CareOregon, Company and Company Affiliate have 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.

(f) CareOregon, Company and Company Affiliate 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 in connection with the Business, 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).

(g) No Liens for Taxes exist with respect to any of the Company Assets, except for Permitted Encumbrances.

(h) CareOregon, Company and Company Affiliate have not received any written notice from any Governmental Authority of deficiency or assessment, or proposed adjustment or assessment, in respect of Taxes of CareOregon, Company and Company Affiliate related to the Business. To the Knowledge of CareOregon, Company and

Company Affiliate, there are no pending or threatened Proceedings relating to any liability in respect of Taxes of CareOregon, Company and Company Affiliate relating to the Business.

4.24 Environmental Matters.

(a) Except as disclosed on Schedule 4.24: (i) CareOregon, Company and Company Affiliate have not received any written notice that remains outstanding from any Governmental Authority that the Real Property and any improvements on the Real Property are not in violation of any Environmental Laws; (ii) CareOregon, Company and Company Affiliate have not received any written notice that remains outstanding from a Governmental Authority or any other Person that alleges that Company and Company Affiliate is in violation of or liable pursuant to applicable Environmental Laws; and (iii) CareOregon, Company and Company Affiliate have no Knowledge of any facts which would reasonably be expected to form the basis for any such liability.

(b) Company and Company Affiliate 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 CareOregon, Company and Company Affiliate, 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 Real Property has not been used as a dump or landfill.

(d) CareOregon, Company and Company Affiliate agree that they 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 Tax-Exempt Bond Debt.

There are no outstanding tax-exempt bonds for which Company or Company Affiliate are liable or responsible for making a contribution toward payment.

4.26 Other Indebtedness. There is no outstanding taxable debt for which Company or Company Affiliate is liable or responsible for making a contribution toward payment other than trade payable obligations incurred by Company and Company Affiliate in the Ordinary Course of Business.

4.27 Absence of Changes. Except as set forth on Schedule 4.27, since Company's Most Recent Fiscal Month End date referenced in Section 4.7(a)(ii), there has been no:

- (a) Material Adverse Effect;
- (b) material damage, destruction or loss with respect to or affecting any of the Company Assets, whether or not covered by insurance;

(c) strike, work stoppage, lockout or other significant labor dispute or, commencement of organization activity with respect to the workforce of Company or Company Affiliate;

(d) sale, transfer or other disposal of any of the Company Assets, except in the Ordinary Course of Business;

(e) Encumbrance imposed on any of the Company 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 Company or Company Affiliate outside the Ordinary Course of Business or not otherwise permitted by this Agreement; or

(h) agreement, whether in writing or otherwise, by Company or Company Affiliate to take any of the actions set forth in this Section 4.27 or not otherwise permitted by this Agreement.

4.28 Brokers. No broker, finder or investment banker is entitled to any brokerage, finder's or other fee or commission in connection with the transactions contemplated by this Agreement based upon arrangements made by or on behalf of CareOregon, Company or Company Affiliate.

4.29 No Other Representations and Warranties. Except for the representations and warranties contained in this Article IV (including the related portions of the Schedules), none of CareOregon, Company, Company Affiliate, or any other Person has made or makes any other express or implied representation or warranty, either written or oral, on behalf of CareOregon, Company or Company Affiliate, including any representation or warranty as to the accuracy or completeness of any information regarding the Company or Company Affiliate furnished or made available to Chapters and its representatives, any information, documents or material made available to Chapters via an electronic data room, management presentations or in any other form in expectation of the transactions contemplated hereby, or as to the future revenue, profitability or success of the Company or Company Affiliate, or any representation or warranty arising from statute or otherwise in law.

ARTICLE V

REPRESENTATIONS AND WARRANTIES OF CHAPTERS

As of the date hereof 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 CareOregon, 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; and

(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.

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 CareOregon 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, 2024, and December 31, 2023.

(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 date of this Agreement.

(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 or any Affiliate of 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) neither Chapters nor any Affiliate of Chapters is 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 any Chapters Affiliate nor, to Chapters’ Knowledge, any of the respective officers, directors or employees of Chapters or any Chapters Affiliate, have been convicted of, charged with investigated for, or have engaged in conduct that would reasonably be expected to constitute, a Medicare or other Federal Health Care Program (as defined in 42 U.S.C. § 1320a-7(b)(f)) related offense or convicted of, charged with, investigated for, or engaged in conduct that would constitute a violation of any Law related to fraud, theft, embezzlement, breach of fiduciary duty, kickbacks, bribes, other financial misconduct, obstruction of an investigation or controlled substances. Neither Chapters, nor any Chapters Affiliate, nor to Chapters’ Knowledge, any officer, director or employee of Chapters or any Chapters Affiliate, has been excluded from participating in any Government Program, subject to sanction pursuant to 42 U.S.C.

§ 1320a-7a or § 1320a-8 or been convicted of a crime described at 42 U.S.C. § 1320a-7b, nor are any such exclusions, sanctions or charges threatened or pending.

(b) Neither Chapters nor any Chapters Affiliate (i) is a party to a corporate integrity agreement with the OIG; (ii) has any reporting obligations pursuant to any settlement agreement entered into with any Governmental Authority; (iii) has 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 Chapters or the relevant Chapters Affiliate); 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).

(i) Except in compliance with applicable Law, neither Chapters nor any Chapters Affiliate, nor to Chapters' Knowledge, any of the officers, directors or employees of Chapters or any Chapters Affiliate is a party to any contract, lease agreement or other arrangement (including any joint venture or consulting agreement) related to Chapters or any Chapters Affiliate 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 either Chapters or any Chapters Affiliate, as applicable, 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 reasonable 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.

5.8 Brokers. No broker, finder or investment banker is entitled to any brokerage, finder's or other fee or commission in connection with the transactions contemplated by this Agreement based upon arrangements made by or on behalf of Chapters.

5.9 Independent Investigation.

(a) Chapters has conducted its own independent investigation, review and analysis of the business, results of operations, prospects, condition (financial or otherwise), or assets of the Company and Company Affiliate, and acknowledges that it has been provided adequate access to the personnel, properties, assets, premises, books and records, and other documents and data of CareOregon, Company and Company Affiliate for such purpose.

(b) Chapters acknowledges that (i) none of CareOregon, Company, Company Affiliate, nor any other Person on behalf of CareOregon, Company, or Company Affiliate has made any representation or warranty, expressed or implied, as to Company or Company Affiliate, or the accuracy or completeness of any information regarding Company or Company Affiliate furnished or made available to Chapters and its representatives, or any other matter related to the transactions contemplated herein, other than those representations and warranties expressly set forth in Article IV of this Agreement (including the related portions of the Schedules), (ii) in determining to enter into this Agreement, Chapters has not relied on any representation or warranty from CareOregon, Company, Company Affiliate or any other Person on behalf of CareOregon, Company or Company Affiliate, or upon the accuracy or completeness of any information regarding the regarding Company or Company Affiliate furnished or made available to Chapters and its representatives, other than those representations and warranties expressly set forth in Article IV of this Agreement (including the related portions of the Schedules), and (iii) none of CareOregon, Company, Company Affiliate or any other Person acting on behalf of CareOregon, Company or Company Affiliate shall have any liability to Chapters or any other Person with respect to any projections, forecasts, estimates, plans, or budgets of future revenue, expenses, or expenditures, future results of operations, future cash flows, or the future financial condition of Company or Company Affiliate or the future business, operations, or affairs of the Company or Company Affiliate, except as expressly set forth in Article IV of this Agreement (including the related portions of the Schedules).

5.10 No Other Representations and Warranties. Except for the representations and warranties contained in this Article V (including the related portions of the Schedules), neither Chapters, nor any other Person has made or makes any other express or implied representation or warranty, either written or oral, on behalf of Chapters, including any representation or warranty as to the accuracy or completeness of any information regarding Chapters furnished or made available to CareOregon, Company or Company Affiliate and their representatives, any information, documents or material made available to CareOregon, Company or Company Affiliate via an electronic data room, management presentations or in any other form in expectation of the transactions contemplated hereby, or as to future revenue, profitability or success, or any representation or warranty arising from the statute or otherwise in law.

ARTICLE VI

PRE-CLOSING COVENANTS OF THE PARTIES

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

6.1 Access to Information. Subject to the terms of the Confidentiality Agreement agreed upon by the Parties, (i) CareOregon, Company and Company Affiliate 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 CareOregon, Company and Company Affiliate relevant to the Transaction and shall cause the directors, employees, accountants, and other agents and representatives of CareOregon, Company and Company Affiliate to reasonably cooperate in connection with Chapters' due diligence investigation of their assets, contracts, liabilities, operations, records and other aspects of the operations, business and affairs, and (ii) Chapters shall provide to CareOregon and its authorized representatives such reasonable and customary access to and an opportunity to inspect, investigate and review books and records of Chapters relevant to the Transaction and shall cause the directors, employees, accountants, and other agents and representatives of Chapters to reasonably cooperate with CareOregon's due diligence investigation. 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

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

6.3 Negative Covenants. From the date hereof to the Effective Time, except as set forth on Schedule 6.3 or in the Ordinary C

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]



6.4 Notification of Certain Matters.

(a) From the date hereof to the Effective Time, Company and Company Affiliate 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 Company and Company Affiliate contained in this Agreement to be untrue in any material respect, and (ii) any failure of Company and Company Affiliate 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 Company and Company Affiliate 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. Subject to commitments made by Chapters to maintain confidentiality, 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 a restrictive covenant, change of control or other Material Contract provision that would trigger a modification or termination of the Material Contract or that requires consent from or notice to any third party to the Material Contract as a result of the Transaction, Company and Company Affiliate shall be responsible for and shall use its 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, Company and Company Affiliate 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 Company and Company Affiliate 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 Parties 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. The 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. Each of Chapters, on the one hand, and CareOregon, Company and Company Affiliate, on the other hand, will (i) provide copies of all notifications, filings, documents and other materials filed with or submitted to any Governmental Authority, and (ii) consult with the other prior to making any filing or submission or any meetings, by telephone, videoconference, or in person, with any Governmental Authority, and (iii) each of Chapters and CareOregon,

Company and Company Affiliate will have the right to have a representative present at any such meeting to the extent permitted by the Governmental Authority and applicable Law.

6.7 Additional Financial Information. Within thirty (30) days following the end of each calendar month prior to the Closing Date, CareOregon will deliver to Chapters copies of the unaudited balance sheets and the related unaudited income statements relating to the Business for each month then ended. Within ten (10) days of receipt, CareOregon will deliver to Chapters for fiscal years ending prior to the Closing Date unaudited balance sheets, statements of operation, statements of changes in net assets, and statements of cash flow relating to the Business. Such financial statements shall have been prepared from and in accordance with Company's and Company Affiliate's books and records, 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 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 date of this Agreement and the Effective Time, the Parties 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 they have control, including the receipt of all required Approvals and Permits, to be satisfied as soon as reasonably practicable, but in all events on or before the Effective Time.

ARTICLE VII

POST-CLOSING COVENANTS AND OTHER AGREEMENTS

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

7.1 Employment Matters.

(a) Attached as Schedule 7.1(a) is a list, as of the date hereof, of all employment agreements, severance agreements and plans, retention agreements, and plans, and all other similar agreements and plans of every kind and nature that create obligations owed by CareOregon, Company or Company Affiliate to any employee or former employee of Company or Company Affiliate. Schedule 7.1(a) will be updated consistent with Section 12.13.

(b) All employees of Company and Company Affiliate who are in good standing as of the Closing (each a "**Housecall Employee**" and together the "**Housecall Employees**") will continue to be employed by Company and Company Affiliate or Chapters, as applicable, for at least 12 months following the Closing Date, unless the Housecall Employee voluntarily resigns or is terminated for poor performance, misconduct, or violation of a Company, Company Affiliate or Chapters policy.

(c) During the period commencing on the Closing Date and ending on December 31, 2026, (or the date of a Housecall Employee's voluntary resignation or termination of employment with Company or Company Affiliate), Chapters shall, or shall

cause Company or Company Affiliate to, as applicable, use commercially reasonable efforts to provide each Housecall Employee with: (i) base salary or hourly wages which are materially comparable to the base salary or hourly wages provided by Company or Company Affiliate, as applicable, immediately prior to the Closing; (ii) retirement and welfare benefits that are materially comparable in the aggregate to those provided by Company or Company Affiliate, as applicable, immediately prior to the Closing (except for the existing sabbatical program which will not be maintained after the Closing, other than for Housecall Employees whose sabbaticals have been approved prior to Closing and will be completed on or prior to December 31, 2026); and (iii) severance benefits that are materially comparable to the severance benefits in effect for Housecall Employees immediately prior to the Closing.

(d) During the period commencing on the Closing Date and ending on December 31, 2026, (or the date of a Housecall Employee's voluntary resignation or termination of employment with Company or Company Affiliate), the Housecall Employees shall continue to accrue paid time off in accordance with CareOregon policies, provided however, that accrued paid time off of each of the Housecall Employees employed by Company or Company Affiliate as of December 31, 2026, will carryover on and after December 31, 2026, only to the extent not in excess of 160 hours ("**Assumed PTO**"). CareOregon will be financially responsible for all accrued paid time off in excess of the maximum 160 hours per Housecall Employee, which will be paid out by CareOregon to such Housecall Employees no later than January 31, 2027 ("**Excess PTO**"). No later than January 31, 2027, CareOregon shall pay to Chapters, by wire or ACH transfer of immediately available funds to an account designated by Chapters, an amount equal to the Assumed PTO. For the avoidance of doubt, the Assumed PTO and Excess PTO shall be limited to Housecall Employees employed immediately prior to Closing. The accrued paid time off with respect to Housecall Employees shall be excluded from Total Liabilities of Company and Company Affiliate for purposes of determining Estimated Net Assets and Net Assets of Company and Company Affiliate.

(e) With respect to any employee benefit plan maintained by Chapters or an Affiliate of Chapters (collectively, "**Chapters Benefit Plans**") in which Housecall Employees participate after the Closing, Chapters shall, or shall cause its Affiliate to, recognize all service of the Housecall Employees with CareOregon, the Company or Company Affiliate, as applicable, as if such service were with Chapters or an Affiliate of Chapters, for vesting, eligibility and accrual purposes; provided, however, such service shall not be recognized to the extent that (i) such recognition would result in a duplication of benefits or (ii) such service was not recognized under the corresponding benefit plan.

(f) Effective as of Closing, CareOregon's co-employment obligations with respect to the Housecall Employees shall be limited to those obligations set forth in the Transition Services Agreement applicable to Housecall Employees for the period between Closing and December 31, 2026. Effective as of December 31, 2026 (or earlier if the Transition Services Agreement applicable to Housecall Employees is terminated prior to December 31, 2026), CareOregon will cease to be a co-employer of the Housecall Employees and will no longer be responsible for administering or providing payroll, benefits or any other items related to co-employment of the Housecall Employees.

(g) This Section 7.1 shall be binding upon and inure solely to the benefit of each of the Parties to this Agreement, and nothing in this Section 7.1, express or implied, shall confer upon any other Person any rights or remedies of any nature whatsoever under or by reason of this Section 7.1. Nothing contained herein, express or implied, shall be construed to establish, amend or modify any benefit plan, program, agreement or arrangement. The Parties hereto acknowledge and agree that the terms set forth in this Section 7.1 shall not create any right in any Housecall Employee or any other Person to any continued employment with CareOregon, Company, Company Affiliate, Chapters or any of their Affiliates or compensation or benefits of any nature or kind whatsoever.

7.2 Restricted Funds. The 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 or under will, deed of trust or otherwise, shall be treated as contributions to the named Party.

7.3 Restriction on Use of Company and Company Affiliate Assets. All assets on Company's and Company Affiliate's balance sheets as of Closing will continue to be used solely for qualifying end of life, palliative care, or home-based primary care charitable purposes in the Service Area or other geographic area in Oregon proximate to the Service Area.

7.4 Local Fundraising; Charitable Contributions. To the extent that after the Effective Time, Company or Company Affiliate engages in local fundraising or receives charitable contributions, all such funds and contributions shall, unless otherwise approved by a majority of the directors of Company or Company Affiliate, as applicable (excluding any Company board members who are also Chapters officers, directors or employees), be irrevocably dedicated for qualifying end of life, palliative care, or home-based primary care charitable purposes in the Service Area.

7.5 Continuation of Services. For a period of no less than five (5) years following Closing, Company and Company Affiliate will continue to provide, and Chapters will support and cause to be provided, the same or higher levels of palliative care, hospice care, primary care and other services within the Service Area as provided by Company and Company Affiliate as of Closing, including, without limitation: (a) continuation of services contracted to Jackson Care Connect, Columbia Pacific CCO, Health Plan of CareOregon and CareOregon as of Closing, with services reimbursed for the first 12 month period following Closing at the existing rates under such contracts, (b) continuation of Company and Company Affiliate capacity and patient census targets that, at a minimum, meet thresholds in effect as of Closing, (c) maintain full time equivalent patient care staff positions as of Closing sufficient to maintain patient staffing ratios in effect as of Closing, and (d) provide a full time co-located account manager to support the services contracted to Jackson Care Connect, Columbia Pacific CCO, Health Plan of CareOregon and CareOregon (the covenants in this Section 7.5, together with the covenants in Section 7.1, the "**Post Closing Performance Requirements**").

7.6 Capital Commitment. During the five (5) year period following the Closing, Chapters shall make contributions of capital to Company and Company Affiliate to the extent reasonably necessary for Company and Company Affiliate to perform and achieve the Post-Closing Performance Requirements.

7.7 Access to Information. The Parties acknowledge that, subsequent to the Effective Time, Chapters and CareOregon may need access to information and documents in the control or possession of the other for purposes of completing the Transaction, audit preparation, preparation of tax returns and cost reports, compliance with Laws and other legitimate business purposes. The Parties agree that (i) they will retain information and documents relating to Company and Company Affiliate in a manner and for such period of time as is reasonably consistent with the policies and practices of CareOregon, Company and Company Affiliate, as applicable, immediately prior to the Effective Time, unless a longer period is mandated by Contract or Law, and (ii) make such information and documents in their possession or control available to the other Parties, their attorneys and independent auditors (including the right to make, at the requesting Party's expense, copies), during normal business hours, as shall be reasonably necessary or appropriate for the purposes described in this Section 7.7, subject to all applicable Laws.

7.8 Director and Officer Indemnification and Insurance.

Chapters agrees that all rights to indemnification, advancement of expenses and exculpation by the Company or Company Affiliate now existing in favor of each Person who is now, or has been at any time prior to the date hereof or who becomes prior to the Closing Date, an officer, director or manager of the Company or Company Affiliate, as provided in the articles of organization or operating agreement of Company or the articles of incorporation or bylaws of Company Affiliate, in each case as in effect on the date of this Agreement, or pursuant to any other agreements in effect on the date hereof and disclosed on Schedule 7.8, shall survive the Closing Date and shall continue in full force and effect in accordance with their respective terms. On or prior to Closing, CareOregon will bind a tail endorsement with a claims period of at least six (6) years following the Closing Date for the benefit of Company and Company Affiliate on CareOregon's existing claims-made D&O, EPLI and professional liability insurance policies, in each case with respect to claims arising out of or relating to events which occurred on or prior to the Closing Date (together, the "**Endorsements**"). Chapters will reimburse CareOregon for the cost of the Endorsements within ten (10) days of notice by CareOregon of the cost of the Endorsements with such amount paid by wire or ACH transfer of immediately available funds to such account directed by CareOregon.

7.9 Preparation of Tax Returns and Cost Reports. To facilitate a smooth transition of Company and Company Affiliate, the Parties agree that after the Effective Time the finance team of CareOregon will perform the month-end and year-to-date closing procedures for Company and Company Affiliate in compliance with CareOregon policies, procedures and guidelines, all within customary time frames. Financial and operating results for the Company through the Effective Time will be consolidated into CareOregon's financial statements and financial and operating results for the Company for the period after the Effective Time will be consolidated into Chapters' financial statements. The Parties agree that CareOregon will be responsible for preparing and filing the IRS Form 990 tax return for Company Affiliate for 2025, and provided that the Effective Time takes place in 2026, Chapters will be responsible for preparing and filing the IRS Form 990 tax return for Company Affiliate for 2026 (with information and internal support from CareOregon as reasonably required). Prior to filing the IRS Form 990 for 2025 and 2026, the Party responsible for preparing the IRS Form 990 will provide a copy thereof to the other Party so that the other Party will have an opportunity to review and comment thereon prior to filing. CareOregon will timely prepare and file all cost reports relating to Company and

Company Affiliate that are due to be filed on or prior to the Effective Time or required to be filed as a result of the consummation of the Transaction. Prior to CareOregon's submission of any such cost report, CareOregon will provide a copy thereof to Chapters so that Chapters will have an opportunity to review and comment thereon prior to filing. Chapters will be responsible for preparing and filing all cost reports for Company and Company Affiliate that are due to be filed after the Effective Time (except for those required as a result of the consummation of the Transaction).

ARTICLE VIII

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 CareOregon, Company and Company Affiliate 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 date of this Agreement 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. CareOregon, Company and Company Affiliate 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 CareOregon, Company and Company Affiliate at or prior to the Closing.

8.3 No Material Adverse Effect. No Material Adverse Effect shall have occurred.

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, including without limitation, any approval required from the Oregon Health Authority pursuant to the Oregon Health Care Market Oversight Program (ORS 415.500 et. seq. and OAR 409-070-0000 through 409-070-0085).

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, Oregon Attorney General, or Oregon Health Authority shall have requested, orally or in writing, that Chapters delay, postpone or forebear from the Closing.

8.6 Closing Documents. CareOregon, Company and Company Affiliate shall have executed and delivered to Chapters all of the documents and other items required to be delivered by CareOregon, Company and Company Affiliate 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 Company and Company Affiliate will comply with all applicable Laws, and that all other outstanding substantive and regulatory issues have been resolved to the satisfaction of Chapters.

8.8 Tax-Exempt Status of CareOregon. Chapters shall have received such reasonable assurances as it deems reasonably necessary to confirm that, since the date of this Agreement, (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 federal income tax-exempt status of Company and Company Affiliate 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 Company and Company Affiliate and the Company 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 CareOregon, Company and Company Affiliate 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 CareOregon, Company and Company Affiliate shall be in a form approved by Chapters, and all Exhibits, attachments, and ancillary documents shall be in the form and substance satisfactory to Chapters at its sole discretion.

8.12 Bank Accounts. Chapters shall have received reasonable assurances confirming that all bank accounts titled in the name of Company and Company Affiliate, respectively, on the date hereof remain open and active on the Closing Date with such changes to the authorized signatories on such bank accounts as Chapters shall determine effective as of the Effective Time, subject to any requirements of Company and Company Affiliate's financial institution. A list of all such bank accounts is attached on Schedule 8.12.

8.13 Further Assurances. Chapters shall have received such consents, certificates, documents, instruments, and agreements as may reasonably be required by it 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 IX

CONDITIONS PRECEDENT TO OBLIGATIONS OF CAREOREGON

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

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 date of this Agreement 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 Pre-Closing Confirmations by Governmental Authorities. CareOregon shall have obtained documentation or other evidence reasonably satisfactory to CareOregon that the Parties have received such Approvals and Permits as set forth on Schedule 9.3, including without limitation, any approval required from the Oregon Health Authority pursuant to the Oregon Health Care Market Oversight Program (ORS 415.500 et seq. and OAR 409-070-0000 through 409-070-0085).

9.4 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, Oregon Attorney General, or Oregon Health Authority shall have requested, orally or in writing, that CareOregon delay, postpone or forebear from the Closing.

9.5 Closing Documents. Chapters shall have executed and delivered to CareOregon 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.

9.6 Completion of Due Diligence. CareOregon shall have completed such due diligence of Chapters as CareOregon deems appropriate and shall be satisfied with the results thereof in its sole discretion.

9.7 Schedules, Exhibits, Attachments, and Ancillary Documents. The Schedules delivered by Chapters shall be in a form approved by CareOregon and all other Exhibits, attachments, and ancillary documents shall be in the form and substance satisfactory to CareOregon at its discretion.

9.8 Tax-Exempt Status of Chapters. CareOregon shall have received such reasonable assurances as it deems reasonably necessary to confirm that, since the date of this Agreement, (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 CareOregon) shall have transpired, that in either case cause the federal income tax-exempt status of Chapters, Company or Company Affiliate to be placed in jeopardy by the Closing of the Transaction.

9.9 Further Assurances. CareOregon shall have received such consents, certificates, documents, instruments and agreements as may reasonably be required by it 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.

9.10 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 CareOregon.

ARTICLE X

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 CareOregon;
- (b) by CareOregon, 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 thirty (30) calendar days after the giving of written notice by CareOregon to Chapters specifying such breach;
- (c) by Chapters, if CareOregon, Company or Company Affiliate breaches in any material respect any of the representations, warranties, covenants or other agreements of CareOregon, Company or Company Affiliate contained in this Agreement, which breach has not been waived in writing or cannot be or has not been cured within thirty (30) calendar days after the giving of written notice by Chapters to CareOregon specifying such breach;
- (d) by Chapters or CareOregon, 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 CareOregon, if satisfaction of any of the conditions in Article 9 is or becomes impossible and CareOregon 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 CareOregon 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 CareOregon 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 CareOregon, Company or Company Affiliate 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 CareOregon, 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 September 30, 2026, 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 CareOregon 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 or material breach of any of its covenants or obligations set forth in this Agreement.

ARTICLE XI

ADDITIONAL AGREEMENTS

11.1 Exclusivity. During the period from the date of this Agreement 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, CareOregon, Company and Company Affiliate 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 Company or Company Affiliate ; (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 Company or Company Affiliate; (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 Company or Company Affiliate, 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 Business, Company or Company Affiliate, their assets or operations to any party that CareOregon, Company or Company Affiliate knows or has reason to believe is in the process of considering any such acquisition, lease, sale, membership substitution, merger, consolidation or other transaction. CareOregon, Company and Company Affiliate 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.

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 July 21, 2025 (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 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. 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. 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 Enforcement of Agreement. In the event of any dispute, controversy, claim or disagreement arising out of or related to this Agreement or the acts or omissions of the Parties with respect to this Agreement (each, a “**Dispute**”), before pursuing any remedy under Section 11.4 below, the Parties shall, as soon as reasonably practicable after one Party gives written notice of a Dispute to the other Party (the “**Dispute Notice**”), meet and confer in good faith regarding such Dispute at such time and place as mutually agreed upon by the Parties within thirty (30) days of the date of the Dispute Notice (the “**Meet and Confer**”). The Dispute Notice shall reasonably detail the facts or circumstances giving rise to the Dispute. The obligation to conduct a Meet and Confer pursuant to this section does not obligate any Party to agree to any compromise or resolution of the Dispute that such Party does not determine, in its sole and absolute discretion, to be a satisfactory resolution of the Dispute. The Meet and Confer shall be considered a settlement negotiation for the purpose of all applicable laws protecting statements, disclosures or conduct in such context, and any offer in compromise or other statements or conduct made at or in connection with any Meet and Confer shall be protected under such laws. During this meeting, the issue will be presented to each Party to the Dispute for decision and resolution. If the Meet and Confer does not resolve the Dispute to the satisfaction of any Party, then such Party may then pursue any other remedy available under this Agreement.

11.4 Injunctive Relief.

(a) Chapters agrees that CareOregon would be damaged irreparably in the event that Chapters breaches any of the provisions of this Agreement or fails to perform such provisions in accordance with their specific terms. Accordingly, Chapters agrees that CareOregon shall be entitled to an injunction or injunctions to prevent breaches of the provisions of this Agreement and to enforce specifically this Agreement and the terms and provisions hereof in any action instituted in any court of the United States or any state thereof, or in any arbitration, having jurisdiction over the Parties and the matter, in addition to any other remedy to which it may be entitled, at law or in equity.

(b) CareOregon agrees that Chapters would be damaged irreparably in the event that CareOregon, Company or Company Affiliate breaches any of the provisions of this Agreement or fails to perform such provisions in accordance with their specific terms. Accordingly, CareOregon, Company or Company Affiliate agree that Chapters shall be entitled to an injunction or injunctions to prevent breaches of the provisions of this Agreement and to enforce specifically this Agreement and the terms and provisions hereof in any action instituted in any court of the United States or any state thereof, or in any arbitration, having jurisdiction over the Parties and the matter, in addition to any other remedy to which it may be entitled, at law or in equity.

11.5 Noncompetition; Nonsolicitation.

(a) For a period of three (3) years following the Effective Time, neither CareOregon, nor any of its Affiliates, will, directly or indirectly, without the prior written consent of Chapters, own, operate or control any Prohibited Business within the Service Area. Notwithstanding the foregoing, (i) CareOregon and its Affiliates may continue in the Ordinary Course of Business to contract with or otherwise support the operations of one or more Prohibited Businesses that serve members of Jackson Care Connect, Columbia Pacific CCO, Health Plan of CareOregon, CareOregon or any other Affiliate of CareOregon, and (ii) CareOregon may own, directly or indirectly, solely as an investment, securities of any Person traded on any national securities exchange if CareOregon is not a controlling Person of, or a member of a group which controls, such Person and does not, directly or indirectly, own five percent (5%) or more of any class of securities of such Person.

(b) For a period of one (1) year following the Effective Time, neither CareOregon, nor any of its Affiliates, will, directly or indirectly, without the prior written consent of Chapters, solicit any employee of Chapters, Company or Company Affiliate (including employed physicians) to terminate his or her employment with Chapters, Company or Company Affiliate, as the case may be, or to become an employee or contractor of CareOregon or any of its Affiliates; provided, however, that a general solicitation or posting of employment through mass media, mass mailings or the Internet, or participation in job fairs, which is not targeted to employees of Chapters, Company or Company Affiliate shall not be a violation of the foregoing prohibition.

CareOregon acknowledges that Chapters, Company and Company Affiliate could suffer irreparable harm in the event that CareOregon or its Affiliates breach any of the obligations under this Section 11.5 and that monetary damages would be an inadequate remedy to compensate

Chapters, Company and Company Affiliate for such breach. Accordingly, CareOregon agrees that Chapters, Company and Company Affiliate shall each be entitled to seek injunctive relief to prevent or restrain such breach, without bond or other security, in addition to any other remedy any of them may have upon breach of any provision of this Section 11.5. The above right to seek injunctive relief is in addition to, and not in lieu of, all other rights and remedies available to Chapters, Company and Company Affiliate at law, in equity, or otherwise relating to a breach of this Section 11.5.

ARTICLE XII

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 301
Temple Terrace, FL 33637
Attention: Andrew K. Molosky, President & CEO
Email: moloskya@chaptershealth.org

with copy to Buchanan Ingersoll & Rooney PC
(which shall not 401 E. Jackson Street, Suite 2400
constitute notice): Tampa, FL 33602
Attention: Dale S. Webber, Esquire
Email: dale.webber@bipc.com

If to CareOregon: CareOregon
315 SW 5th Ave.
Portland, OR 97204
Attention: Meliah Schultzman, Senior Counsel
Email: Schultzmanm@careoregon.org

with a copy to Buchalter LLP
(which shall not 805 SW Broadway, Suite 1500
constitute notice): Portland, OR 97205
Attention: L. David Connell
Email: dconnell@buchalter.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 Oregon without giving effect to any choice or conflicts of law provision or rule thereof (whether of the State of Oregon or any other jurisdiction). Any legal proceeding, action or suit arising out of or related to the Transaction may be instituted in the federal courts of the United States of America located in the State of Oregon or the courts of the State of Oregon located in the County of Multnomah, 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 Party.

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. CareOregon 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, CareOregon will pay the fees, expenses and disbursements of CareOregon, Company and Company Affiliate and their agents, representatives, accountants, and counsel incurred in connection with the Transaction; and

(b) whether or not the Transaction shall be consummated, Chapters will pay the fees, expenses and disbursements of Chapters and its agents, representatives, accountants, and counsel incurred in connection with the Transaction.

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 the Parties 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.

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 CareOregon 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 Schedule or Exhibit, or updated Schedule or Exhibit materially changes the terms of the Transaction, 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 12.13 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 Section 8 or Section 9, respectively.

12.14 Further Assurances. On and after the Closing Date, Chapters and CareOregon 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; Non-Recourse Representations and Warranties. 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 or the Party's directors, officers, agents, employees, or advisors (collectively, the "**Party's Agents**") 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 and that Party's Agents 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.

12.17 Counsel to Seller. Notwithstanding the fact that Buchalter (“**Prior Company Counsel**”) has represented CareOregon, Company and Company Affiliate in connection with this Agreement, and has also represented CareOregon, Company, Company Affiliate and their Affiliates in connection with matters other than the transactions that are the subject of this Agreement prior to the Closing, Chapters hereby waives and agrees to not assert, and agrees to cause the Company and Company Affiliate to waive and not assert, any actual or potential conflict of interest arising out of or relating to the representation, after the Closing Date, of CareOregon, in any dispute with Chapters, Company, Company Affiliate or any other matter arising out of or relating to this Agreement and the related transactions (each, a “**Post-Closing Representation**”) by Prior Company Counsel. Chapters further waives and agrees to not assert, and agrees to cause Company and Company Affiliate to waive and not assert, in connection with any Post-Closing Representation, any attorney-client privilege with respect to any communication between Prior Company Counsel and the CareOregon, Company, Company Affiliate or any director, officer, employee or representative of any of CareOregon, Company or Company Affiliate that relates to the transactions contemplated by this Agreement (it being the intention of the parties hereto that all rights to such attorney-client privilege, including the right to control such attorney-client privilege, will be held by CareOregon). Recognizing that Prior Company Counsel has acted as legal counsel to CareOregon, Company and Company Affiliate prior to the date of this Agreement, and that Prior Company Counsel may act as legal counsel to CareOregon after the Closing Date, each of Chapters, Company and Company Affiliate hereby waives, on its own behalf and agrees to instruct its representatives to waive, any conflicts that may arise in connection with Prior Company Counsel representing CareOregon after the Closing Date as such representation may relate to Chapters, Company, Company Affiliate, this Agreement and the related transactions contemplated by this Agreement. In addition, all communications between CareOregon and the Company and/or Company Affiliate, on the one hand, and Prior Company Counsel, on the other hand, related to this Agreement and the related transactions contemplated by this Agreement will be deemed to be attorney-client confidences that belong solely to CareOregon (and not the Company or Company Affiliate) (the “**CareOregon Pre-Closing Communications**”). Accordingly, all records and other materials of Company and Company Affiliate in any medium (including electronic copies) containing or reflecting any of CareOregon Pre-Closing Communications or the work product of legal counsel with respect thereto, including any related summaries, drafts or analyses, and all rights with respect to any of the foregoing, are hereby assigned and transferred to CareOregon effective as of the Closing Date; provided that the foregoing will not constitute a waiver of privilege by the Company or Company Affiliate as it relates to any third party. From and after the Closing, Chapters, Company and Company Affiliate will maintain the confidentiality of all such CareOregon Pre-Closing Communications, except to the extent disclosure thereof is required by Law, so long as, to the extent permitted by Law, Chapters, Company or Company Affiliate, as applicable, shall have first afforded CareOregon with a reasonable opportunity to contest the necessity of disclosing such information. From and after the Closing Date, none of Chapters, Company or Company Affiliate, and their respective representatives will use or rely upon such CareOregon Pre-Closing Communications. Each of

Chapters, Company and Company Affiliate hereby acknowledges and confirms that it has had the opportunity to review and obtain adequate information regarding the significance and risks of the waivers and other terms and conditions of this Section 12.17, including the opportunity to discuss with counsel such matters and reasonable alternatives to such terms. This Section 12.17 is for the benefit of CareOregon.

12.18 Public Announcements. 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 of the other Parties.

[SIGNATURE PAGE FOLLOWS]

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

CHAPTERS:

Chapters Health System, Inc.,
a Florida not for profit corporation

DocuSigned by:

302F930DE0A2425

Name: Andrew K. Molosky
Title: President and CEO

CAREOREGON:

CareOregon, Inc.,
 corporation


DocuSigned by:

1E4541009886137F

Name: Eric C. Hunter
Title: President & CEO

COMPANY:

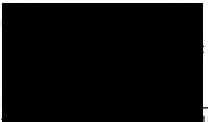
Housecall Providers Services, LLC,
an Oregon limited liability company

DocuSigned by:

1C46B

Name: Amit Shah, MD
Title: President

**COMPANY
AFFILIATE:**

Housecall Providers, PC, an Oregon professional



Name: [Redacted], MD
Title: President