Exhibit F

Copies of All Current Agreements or Term Sheets for the Proposed Transaction

Please see attached.

EXECUTION VERSION
[redacted]

AGREEMENT AND PLAN OF MERGER

by and among

QUORUM HEALTH CORPORATION,

QHC MERGER SUB, LLC

AND

QKA HEALTH CORPORATION

Dated as of May 20, 2026

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<ins>List of Exhibits</ins>

AGREEMENT AND PLAN OF MERGER

This Agreement and Plan of Merger (this "Agreement") is made and entered into as of this 20th day of May, 2026 (the "Execution Date"), by and among QUORUM HEALTH CORPORATION, a Delaware corporation (the "Company"), QHC MERGER SUB, LLC, a Delaware limited liability company ("QHC Merger Sub"), and QKA HEALTH CORPORATION, a Delaware nonprofit corporation ("QKA"). Each of the Company, QHC Merger Sub, and QKA shall be referred to herein as a "Party" and collectively, as the "Parties."

RECITALS:

A. QHC Merger Sub is wholly-owned by the Company.

B. The Company is the direct or indirect parent of the wholly-owned entities set forth on Exhibit A attached hereto (collectively, the "QHC Subsidiaries" and together with the Company and QHC Merger Sub, the "QHC Entities").

C. Certain of the QHC Subsidiaries are engaged in the business of owning, operating and providing management services to the inpatient acute care hospitals set forth on Exhibit B attached hereto (collectively, the "Hospitals"), together with certain outpatient facilities and other healthcare services located in areas surrounding the Hospitals (collectively, together with the Hospitals, the "Facilities").

D. Prior to the Closing, the Company shall contribute all of the Interest in the QHC Subsidiaries that are directly owned by the Company to QHC Merger Sub, except as provided in Section 2.11.

E. The Company and QKA have determined that entering into a transaction in which QHC Merger Sub will merge with and into QKA (the "Transaction") pursuant to the terms of this Agreement will be consistent with QKA's charitable mission and purpose and enable the Company and the QHC Subsidiaries to continue to meet the health care needs of the service areas of the Facilities into the future, including achieving and furthering the following joint objectives: (i) to promote health through the ownership and financing, developing, operating, managing and conducting of a stronger not-for-profit regional health care delivery network, (ii) to help ensure that the Facilities remain preferred providers of healthcare in the communities they serve, and (iii) to promote the long-term viability of access to healthcare services in the communities served by the Facilities, many of which are rural or otherwise non-urban communities.

F. Upon the terms and subject to the conditions of this Agreement and in accordance with the General Corporation Law of the State of Delaware (the "DGCL"), QHC Merger Sub will merge with and into QKA (the "Merger"), with QKA continuing as the surviving corporation in the Merger (sometimes referred to in such capacity as the "Surviving Corporation").

G. The board of directors and the sole shareholder of the Company have determined that this Agreement and the transactions contemplated hereby are advisable, and have approved this Agreement and the transactions contemplated hereby, including the Merger.

H. The board of directors of QKA has determined that this Agreement and the transactions contemplated hereby are advisable and in furtherance of its tax-exempt purposes, and has approved and adopted this Agreement and the transactions contemplated hereby, including the Merger, all upon the terms and subject to the conditions set forth herein.

I. [redacted]

J. The Parties desire to enter into this Agreement for the purpose of setting forth the terms and conditions pursuant to which QHC Merger Sub will merge with and into QKA.

AGREEMENT

In consideration of the foregoing recitals, which shall constitute a part of this Agreement, and of the mutual promises contained in this Agreement, the Parties agree as follows:

ARTICLE I
DEFINITIONS

Section 1.1 Definitions. Capitalized terms used in this Agreement have the meanings ascribed to such terms in Annex A or as elsewhere defined in this Agreement.

Section 1.2 Other Definitional Provisions.

1.2.1 As used in this Agreement, accounting terms not defined in this Agreement, and accounting terms partly defined to the extent not defined, will have the respective meanings given to them under GAAP.

1.2.2 The word "herein" and words of similar import when used in this Agreement, refer to this Agreement as a whole and not to any particular provision of this Agreement, and section, subsection, schedule and exhibit references are to this Agreement unless otherwise specified.

1.2.3 Words of the masculine gender include the feminine or neuter genders, and vice versa, where applicable. Words of the singular number include the plural number, and vice versa, where applicable.

1.2.4 When used in this Agreement, the word "including" has the commonly accepted meaning associated with such word and any list of items that may follow such word shall be illustrative and not be deemed to represent a complete list of the contents of the reference of the subject.

1.2.5 Terms defined in this Agreement that refer to a particular instrument, agreement, or document also refer to and include, without limitation, all renewals, extensions, modifications, amendments, or restatements of such instruments, agreements or documents; provided, however, that nothing in this subsection may be construed to authorize such renewal, extension, modification, amendment, or restatement.

1.2.6 References to any Laws are references to such Laws on the Execution Date or such other date that the representation, warranty or covenant is made (taking into account any amendments to such Laws in effect as of the Execution Date or such other date that the representation, warranty or covenant is made), unless specifically indicated otherwise.

1.2.7 When used in this Agreement, unless the context otherwise requires, the words "provide," "made available," "delivered" and similar terms used to describe information, documents, or data provided by the Company to QKA means provided, made available, or delivered by the Company to QKA or QKA's representatives in the Electronic Data Room or through written correspondence from the Company or their respective counsel to QKA or QKA's counsel.

Section 1.3 Schedules and Exhibits. The Parties hereby acknowledge and agree as follows:

1.3.1 the Schedules and any disclosures made in or by virtue of them are integral parts of this Agreement as if fully set forth in this Agreement;

1.3.2 items disclosed on one particular Schedule relating to one section of the Agreement are deemed to be constructively disclosed or listed on other Schedules relating to other sections of the Agreement to the extent it is reasonably apparent that such disclosure is applicable to such other Schedules; and

1.3.3 Upon mutual agreement of the Parties, which agreement shall not be unreasonably withheld, a Party may set forth any disclosure required by a Schedule in a separate writing delivered by outside counsel of one Party to outside counsel of the other Party that specifically makes reference to the applicable Section of the Agreement and the required schedule thereto (each a "Counsel Disclosure Schedule" and collectively "Counsel Disclosure Schedules"). The Counsel Disclosure Schedules may contain sensitive and proprietary information, the disclosure of which may cause demonstrable and material harm, may place the disclosing party or parties at a competitive disadvantage, and/or may violate an exception, privilege or confidentiality granted or imposed by statute or common law. Accordingly, the Parties hereby acknowledge and agree that, if this Agreement is subject to any request for public disclosure pursuant to applicable Law, the Counsel Disclosure Schedules that are required to be disclosed shall be redacted accordingly.

ARTICLE II
THE MERGER, CORPORATE REORGANIZATION AND CERTAIN RELATED MATTERS

Section 2.1 The Merger. Upon the terms contained in this Agreement and in accordance with the DGCL, at the Effective Time, QHC Merger Sub shall merge with and into QKA. As a result of the Merger, the separate corporate existence of QHC Merger Sub shall cease and QKA shall continue as the Surviving Corporation of the Merger. The Merger shall become effective upon the date and time when the filing of the certificate of merger (the "Certificate of Merger") with the Secretary of State of the State of Delaware becomes effective or upon such later date and time as may be designated in the Certificate of Merger (the "Effective Time").

Section 2.2 Effects of the Merger. At and after the Effective Time, the Merger shall have the effects set forth in the DGCL. Without limiting the generality of the foregoing, at the Effective Time, (a) all the property, rights, privileges and powers of QHC Merger Sub and QKA shall vest in the Surviving Corporation, and (b) all Liabilities and duties of QHC Merger Sub and QKA shall become the Liabilities and duties of the Surviving Corporation.

Section 2.3 Charter, Bylaws, Officers and Directors. At the Effective Time, (a) the certificate of incorporation of QKA as in effect immediately prior to the Effective Time shall be the certificate of incorporation of the Surviving Corporation, and thereafter may be amended in accordance with its terms and as provided by applicable Law; (b) the bylaws of QKA as in effect immediately prior to the Effective Time shall be the bylaws of the Surviving Corporation, and thereafter may be amended in accordance with their terms and as provided by applicable Law; and (c) the directors and officers of the Surviving Corporation shall be the persons identified by QKA prior to Closing, in each case until the earlier of their death, resignation or removal or until their respective successors are duly elected or appointed or qualified, as the case may be.

Section 2.4 Membership Interest. As of the Effective Time, by virtue of the Merger and without any action on the part of the Company, the membership interest of QHC Merger Sub shall be converted into the right to receive from the Surviving Corporation, at the time(s) and in the manner set forth in this Agreement, the Aggregate Merger Consideration and the QKA Transaction Expense Reimbursement Amount.

Section 2.5 Aggregate Merger Consideration. [redacted]

Section 2.6 Delivery of Estimated Closing Statement. [redacted]

[redacted]

Section 2.7 Closing Date Payments. [redacted]

Section 2.8 Reorganization of QHC Subsidiaries. Subject to the terms and conditions set forth in this Agreement, the Company shall, prior to the Closing and prior to the contribution of all of the Interest in the QHC Subsidiaries that are directly owned by the Company to QHC Merger Sub as provided in Section 2.10 herein, take any and all necessary action to (i) cause to be filed with the applicable secretary of state offices documents necessary to convert each of the QHC Subsidiaries identified on Exhibit C to single-member limited liability companies (the "Converted QHC Subsidiaries") to be effective on or before the Effective Time; (ii) cause to be filed with the applicable secretary of state offices amended articles of organization (or similar equivalent) for each QHC Subsidiary that is a single-member limited liability company (including but not limited to the Converted QHC Subsidiaries) substantially in a form mutually agreed upon by QKA and the Company to be effective as of the Effective Time; (iii) cause the sole member of each of the QHC Subsidiaries that are single-member limited liability companies (including but not limited to the Converted QHC Subsidiaries) to execute an amended and restated limited liability company operating agreement effective as of the Effective Time substantially in a form mutually agreed upon by QKA and the Company to be effective as of the Effective Time; and (iv) cause each of the QHC Subsidiaries that are not single-member limited liability companies to amend and restate their operating agreements (or similar equivalent) substantially in a form mutually agreed upon by QKA and the Company to be effective as of the Effective Time.

Section 2.9 *Reserved*.

Section 2.10 Contribution of QHC Subsidiaries. Except as provided in Section 2.11 below, at or prior to the Closing, the Company shall contribute all of the Interest in the QHC Subsidiaries that are directly owned by the Company to QHC Merger Sub pursuant to a contribution agreement in a form mutually agreed upon by QKA and the Company.

Section 2.11 Dissolution of QHC PAC. Subject to the terms and conditions set forth in this Agreement, the Company shall dissolve or otherwise winddown the operations and activities of Quorum Health Corporation Political Action Committee (the "PAC") such that the PAC and any related matters are not assumed by operation of law or otherwise by QKA.

Section 2.12 Terminated Contracts. At Closing, Quincy, the Company and the other QHC Entities, as applicable, and QKA shall execute a Termination Agreement in a form mutually agreeable to the Parties (the "Termination Agreement") whereby such parties shall acknowledge and agree that all Contracts between or among any one or more of the QHC Entities, on the one hand, and either the Company or Quincy, on the other hand, shall terminate and be of no further force or effect as of the Effective Time, except for those Contracts specifically identified on a schedule to the Termination Agreement.

Section 2.13 H-1B Business Employees. [redacted]

Section 2.14 Employee Benefit Plan Matters.

2.14.1 [redacted]

2.14.2 [redacted]

Section 2.15 Tax Matters.

2.15.1 [redacted]

2.15.2 [redacted]

2.15.3 [redacted]

ARTICLE III
CLOSING

Section 3.1 Closing. The closing of the transactions contemplated by this Agreement (the "Closing") shall take place remotely via electronic exchange of documents and signatures on the second (2nd) Business Day following the date on which the conditions to the Closing set forth in Article IX (excluding, in each case, conditions that, by their terms, cannot be satisfied until the Closing, but subject to the satisfaction or waiver of such conditions at the Closing) have been satisfied or waived or at such other time place, time and date as the parties hereto may agree in writing (the "Closing Date").

Section 3.2 The Company's Closing Deliveries. At or prior to the Closing, unless otherwise waived in writing by QKA, the Company shall deliver or cause to be delivered the following documents (the "Company Closing Deliverables") to QKA, each in form and substance reasonably satisfactory to QKA:

3.2.1 Certificate of Merger, executed in accordance with the relevant provisions of the DGCL;

3.2.2 Plan of merger, executed in accordance with the relevant provisions of the DGCL;

3.2.3 Amended and restated operating agreements, duly executed by a duly authorized officer of the sole member of each of the QHC Subsidiaries that are single-member limited liability companies (including the Converted QHC Subsidiaries) with an effective date as of the Effective Time;

3.2.4 Amended and restated QHC Subsidiary articles of organization for each QHC Subsidiary that is a single-member limited liability company (including the Converted QHC Subsidiaries), duly executed by a duly authorized officer and filed with the applicable secretary of state on or before Effective Time;

3.2.5 Amended and restated operating agreements, duly executed by a duly authorized officer of the sole member of each of the QHC Subsidiaries that are not single-member limited liability companies with an effective date as of the Effective Time, duly executed or certified by a duly authorized officer (as applicable);

3.2.6 Copies of resolutions duly adopted by the Company's board of directors and copies of resolutions duly adopted by the sole shareholder of the Company, in each case authorizing and approving the execution and delivery of this Agreement and the consummation of the Transaction in accordance with the terms of this Agreement;

3.2.7 Certificate of incumbency for the officers of QHC Merger Sub and the Company executing the Agreement and the other closing documents, dated as of the Closing Date;

3.2.8 Termination Agreement, duly executed by the Company;

3.2.9 Good standing certificate for the Company, QHC Merger Sub and the QHC Subsidiaries from the applicable Secretary of State, dated not more than ten (10) days prior to the Closing Date;

3.2.10 Certificate dated as of the Closing Date and signed on behalf of the Company by an officer, certifying that the conditions set forth in Sections 9.1.1 and 9.1.2 have been satisfied;

3.2.11 Lien release letters in a form satisfactory to QKA (in its reasonable discretion) that the obligations under Section 9.1.11 will be promptly satisfied on or after the Closing Date;

3.2.12 Evidence that the contribution contemplated by Section 2.10 has been effectuated; and

3.2.13 Such other agreements, instruments and documents as reasonably requested by QKA and that are reasonably necessary to effect the Transaction.

Section 3.3 QKA's Closing Deliveries. At or prior to the Closing, unless otherwise waived in writing by the Company, QKA shall deliver or cause to be delivered the following (the "QKA Closing Deliverables") to the Company (or such other Person as may be specified herein), each in form and substance reasonably satisfactory to the Company:

3.3.1 Certificate of Merger, executed in accordance with the relevant provisions of the DGCL;

3.3.2 Plan of merger, executed in accordance with the relevant provisions of the DGCL;

3.3.3 Copies of resolutions duly adopted by the QKA Board of Directors (the "QKA Board") authorizing and approving QKA's execution and delivery of this Agreement, and the consummation of the Transaction in accordance with the terms of this Agreement;

3.3.4 Certificate of incumbency for the officers of QKA executing this Agreement and the other closing documents, dated as of the Closing Date;

3.3.5 Termination Agreement, duly executed by QKA;

3.3.6 Good standing certificate for QKA from the Secretary of State of Delaware dated not more than ten (10) days prior to the Closing Date;

3.3.7 Certificate dated as of the Closing Date and signed on behalf of QKA by an officer thereof, certifying that the conditions set forth in Sections 9.2.1 and 9.2.2 have been satisfied; and

3.3.8 Such other agreements, instruments and documents as reasonably requested by the Company, and that are reasonably necessary to effect the Transaction.

ARTICLE IV
REPRESENTATIONS AND WARRANTIES OF THE COMPANY

The Company hereby represents and warrants to QKA as of the Execution Date and as of the Closing Date to those matters set forth in this Article IV, subject to such exceptions as are disclosed in the disclosure schedule attached hereto ("Company's Disclosure Schedule"), which Company's Disclosure Schedule identifies the Section (or, if applicable, subsection) to which such exception relates and which Company's Disclosure Schedule is subject to updating between the date hereof and the Closing Date in accordance with Section 6.4 hereof.

Section 4.1 Organization and Standing.

4.1.1 [redacted]

4.1.2 [redacted]

[redacted]

4.1.3 [redacted]

Section 4.2 Authorization.

4.2.1 [redacted]

4.2.2 [redacted]

Section 4.3 Subsidiaries and Third Party Rights.

4.3.1 [redacted]

[redacted]

4.3.2 [redacted]

4.3.3 [redacted]

Section 4.4 No Conflicting Agreements; Consents.

4.4.1 [redacted]

[redacted]

[redacted]

[redacted]

4.4.2 [redacted]

Section 4.5 [redacted]

4.5.1 [redacted]

4.5.2 [redacted]

4.5.3 [redacted]

[redacted]

Section 4.6 Financial Statements.

4.6.1 [redacted]

4.6.2 [redacted]

Section 4.7 Absence of Undisclosed Liabilities. [redacted]

Section 4.8 Absence of Changes. [redacted]

4.8.1 [redacted]

4.8.2 [redacted]

4.8.3 [redacted]

4.8.4 [redacted]

4.8.5 [redacted]

4.8.6 [redacted]

4.8.7 [redacted]

4.8.8 [redacted]

Section 4.9 Material Contracts.

4.9.1 [redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

4.9.2 [redacted]

Section 4.10 Real Property.

4.10.1 [redacted]

4.10.2 [redacted]

4.10.3 [redacted]

4.10.4 [redacted]

4.10.5 [redacted]

4.10.6 [redacted]

Section 4.11 Employees; Labor Matters; Employee Benefit Plans; ERISA.

4.11.1 [redacted]

4.11.2 [redacted]

4.11.3 [redacted]

4.11.4 [redacted]

[redacted]

4.11.5 [redacted]

4.11.6 [redacted]

4.11.7 [redacted]

4.11.8 [redacted]

[redacted]

4.11.9 [redacted]

4.11.10 [redacted]

4.11.11 [redacted]

Section 4.12 Government Program Participation/Commercial Payor Programs.

4.12.1 [redacted]

4.12.2 [redacted]

[redacted]

4.12.3 [redacted]

4.12.4 [redacted]

4.12.5 [redacted]

4.12.6 [redacted]

Section 4.13 Taxes.

4.13.1 [redacted]

[redacted]

4.13.2 [redacted]

4.13.3 [redacted]

Section 4.14 Intellectual Property.

4.14.1 [redacted]

4.14.2 [redacted]

Section 4.15 Governmental Authorizations; Compliance With Laws.

4.15.1 [redacted]

<u>4.15.5</u> [redacted]

4.15.2 [redacted]

4.15.3 [redacted]

4.15.4 [redacted]

4.15.5 [redacted]

[redacted]

Section 4.16 Accreditations.

4.16.1 [redacted]

4.16.2 [redacted]

Section 4.17 Environmental Laws. [redacted]

4.17.1 [redacted]

4.17.2 [redacted]

4.17.3 [redacted]

[redacted]

4.17.4 [redacted]

4.17.5 [redacted]

4.17.6 [redacted]

Section 4.18 Legal Proceedings, Court Orders.

4.18.1 [redacted]

4.18.2 [redacted]

Section 4.19 Insurance. [redacted]

[redacted]

Section 4.20 Medical Staff. [redacted]

Section 4.21 Corporate Compliance. [redacted]

Section 4.22 Business and Transactions with Affiliates. [redacted]

Section 4.23 Earnouts; Other Deferred Payment Obligations. [redacted]

Section 4.24 Brokers. [redacted]

Section 4.25 No Other Representations. [redacted]

ARTICLE V
REPRESENTATIONS AND WARRANTIES OF QKA

QKA represents and warrants to the Company as of the Execution Date and as of the Closing Date to those matters set forth in this Article V, subject to such exceptions as are disclosed in the disclosure schedule attached hereto ("QKA's Disclosure Schedule"), which QKA's Disclosure Schedule identifies the Section (or, if applicable, subsection) to which such exception relates and which QKA's Disclosure Schedule is subject to updating between the date hereof and the Closing Date in accordance with Section 6.4 hereof.

Section 5.1 Organization and Standing. [redacted]

Section 5.2 Authorization.

5.2.1 [redacted]

5.2.2 [redacted]

Section 5.3 No Conflicting Agreements; Consents.

5.3.1 [redacted]

[redacted]

5.3.2 [redacted]

Section 5.4 Legal Proceedings. [redacted]

Section 5.5 Corporate Compliance. [redacted]

Section 5.6 Taxes. [redacted]

Section 5.7 Brokers. [redacted]

ARTICLE VI
PRE-CLOSING COVENANTS OF ALL PARTIES

The Parties covenant and agree as follows:

Section 6.1 Regulatory Undertakings and Other Approvals.

6.1.1 [redacted]

[redacted]

6.1.2 [redacted]

6.1.3 [redacted]

6.1.4 [redacted]

[redacted]

6.1.5 [redacted]

Section 6.2 Reasonable Best Efforts. [redacted]

Section 6.3 Notification Requirements.

6.3.1 [redacted]

6.3.2 [redacted]

Section 6.4 Disclosure Schedules Update. [redacted]

[redacted]

Section 6.5 Material Consents. [redacted]

6.5 [redacted]

7.6 [redacted]

ARTICLE VII
PRE-CLOSING COVENANTS OF THE COMPANY

Section 7.1 Conduct of Business by the Company. [redacted]

7.1.1 [redacted]

7.1.2 [redacted]

7.1.3 [redacted]

7.1.4 [redacted]

7.1.5 [redacted]

7.1.6 [redacted]

7.1.7 [redacted]

7.1.8 [redacted]

7.1.9 [redacted]

[redacted]

Section 7.2 Negative Covenants. [redacted]

7.2.1 [redacted]

7.2.2 [redacted]

7.2.3 [redacted]

[redacted]

7.2.4 [redacted]

7.2.5 [redacted]

7.2.6 [redacted]

7.2.7 [redacted]

Section 7.3 No Transfer of Assets by the Company. [redacted]

7.3.1 [redacted]

7.3.2 [redacted]

7.3.3 [redacted]

7.3.4 [redacted]

7.3.5 [redacted]

Section 7.4 QKA's Right to Investigate. [redacted]

Section 7.5 Pre-Closing Financial Deliverables. [redacted]

Section 7.6 Material Contract Consents. [redacted]

Section 7.7 Exclusivity. [redacted]

[redacted]

Section 7.8 Material Governmental Authorizations. [redacted]

Section 7.9 Section 280G.

7.9.1 [redacted]

7.9.2 [redacted]

[redacted]

ARTICLE VIII
ADDITIONAL AGREEMENTS

Section 8.1 Employees; Benefits; and Employment.

8.1.1 [redacted]

8.1.2 [redacted]

Section 8.2 Confidentiality. In connection with the Transaction, between the Execution Date and the Closing Date (or the earlier termination of this Agreement in accordance with Article X), each Party has provided and will provide to each other (through discussions, sharing of documents, and correspondence between principals, agents, employees or representatives of the Parties), certain non-public, confidential business information. As between the Company, on one hand, and QKA, on the other hand, such information shall be subject to that certain Agreement for Use and Non-Disclosure of Confidential Information made as of August 18, 2025, by and between Quincy and QKA (the "NDA"). Each of the Company and QKA shall be bound by and comply with the provisions set forth in the NDA as if such provisions were set forth herein, and such provisions are hereby incorporated by reference herein.

Section 8.3 Public Announcements. The Parties shall prepare jointly any and all communications that will be released to the general public and/or media specifically regarding this Agreement and the Transaction. Unless otherwise agreed to by them, the Parties shall also release simultaneously any such jointly-prepared communications relating to the Agreement at an agreed upon date and time. Each of the Parties, however, may release its own communications to its governing board and other governing boards, employees, physicians, and agents or representatives, so long as such communications are consistent with all jointly-prepared communications and released in an agreed-upon time frame. The Parties shall cooperate in the development and implementation of an appropriate communication plan.

Section 8.4 Transaction Expenses.

8.4.1 [redacted]

8.4.2 [redacted]

8.4.3 [redacted]

Section 8.5 Insurance Matters.

8.5.1 [redacted]

8.5.2 [redacted]

Section 8.6 Payment of Certain Liabilities. [redacted]

Section 8.7 Post-Closing Access. From and after the Closing until the date that is six (6) years after Closing (the "Access Period"), QKA shall provide the Company and its Representatives with reasonable access, during normal business hours and upon reasonable advance notice (which shall describe with reasonable specificity the nature, scope, and purpose of the requested access), to QKA's personnel (including, but not limited to, the Retained Employees who remain employed by QKA or a QHC Subsidiary) and the books, records, documents, data, work papers, systems, and other information of the Company and/or QKA that are in QKA's possession or control (including those relating to periods prior to the Closing) to the extent reasonably required by the Company pursuant to applicable Law for (a) the preparation, filing, amendment, or audit of any Tax Return of Company or its Affiliates, (b) the defense, prosecution, or settlement of the Retained Liabilities or any claim, action, audit, inquiry, or proceeding relating to the Company or the transactions contemplated by this Agreement, or (c) compliance with applicable Law (collectively, the "Permitted Access Purposes"). Notwithstanding the foregoing, (i) such access shall not unreasonably interfere with, or disrupt, QKA's business operations or personnel, (ii) the Company shall reimburse QKA for all reasonable and documented out-of-pocket costs and expenses incurred by QKA in connection with providing such access promptly following written request therefor, (iii) QKA shall have no obligation to provide access to any information that is subject to attorney-client privilege, the work product doctrine, or any other applicable legal privilege or protection, and QKA shall not be deemed to have waived any such privilege or protection by virtue of providing access hereunder, (iv) QKA shall have no obligation to provide access to any information that (A) QKA is contractually or legally prohibited from disclosing, or (B) is not directly relevant to a Permitted Access Purpose, and (v) the Company and its Representatives shall (A) maintain the confidentiality of all information provided pursuant to this Section, (B) use such information solely for the applicable Permitted Access Purpose, and (C) execute such reasonable confidentiality undertakings as QKA may request prior to receiving any such access.

Section 8.8 Repayment of Company Indebtedness. [redacted]

Section 8.9 Limited Intellectual Property License. Subject to the terms and conditions of this Agreement, the Company, via its wholly-owned subsidiary, QHCCS, LLC, hereby grants to QKA a non-exclusive, non-transferable, non-sublicensable, fully paid up, royalty-free, worldwide license to use the name and trademark HEALTHSIDE PARTNERS (the "Trademark") during the Term in connection with the operation and promotion of QKA's anticipated business. QKA is familiar with the high standards, goals, quality, style and image of the Company and the Trademark, and QKA shall not do, omit, or permit to be done, any act which will or may (a) dilute such Trademark rights or tarnish or bring into disrepute the Company or the Trademark; or (b) challenge, invalidate, or jeopardize the Company's or QHCCS, LLC's exclusive right, title or interest in and to the Trademark.

ARTICLE IX
CONDITIONS PRECEDENT TO OBLIGATIONS OF PARTIES

Section 9.1 Conditions Precedent to Obligations of QKA. [redacted]

9.1.1 [redacted]

9.1.2 [redacted]

9.1.3 [redacted]
9.1.3 [redacted]

9.1.4 [redacted]

9.1.5 [redacted]

9.1.6 [redacted]

9.1.7 [redacted]

9.1.8 [redacted]

9.1.9 [redacted]

9.1.10 [redacted]

9.1.11 [redacted]

9.1.12 [redacted]

9.1.13 [redacted]

Section 9.2 Conditions Precedent to Obligations of the Company. [redacted]

9.2.1 [redacted]

9.2.2 [redacted]

9.2.3 [redacted]

9.2.4 [redacted]

9.2.5 [redacted]

9.2.6 [redacted]

9.2.7 [redacted]

9.2.8 [redacted]

ARTICLE X
TERM AND TERMINATION

Section 10.1 Term. [redacted]

Section 10.2 Termination Prior to Closing.

10.2.1 [redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

10.2.2 [redacted]

[redacted]

[redacted]

10.2.3 [redacted] Section 10.2, Section 11.2, Sections 12.1 through 12.15.

ARTICLE XI
NO SURVIVAL, INDEMNIFICATION AND SPECIFIC PERFORMANCE

Section 11.1 No Survival. [redacted]

Section 11.2 Indemnification by the Company. [redacted]

[redacted]

[redacted]

[redacted]

Section 11.3 Indemnification by QKA. [redacted]

[redacted]

[redacted]

[redacted]

Section 11.4 Third Party Claims. [redacted]

[redacted]

Section 11.5 Settlement of Third Party Claims. [redacted]

Section 11.6 Direct Claims. [redacted]

[redacted]

Section 11.7 Exclusive Remedies. [redacted]

Section 11.8 Specific Performance.

11.8.1 [redacted]

11.8.2 [redacted]

Section 11.9 Retained Liability Reserve. [redacted]

ARTICLE XII
GENERAL PROVISIONS

Section 12.1 Notices. All notices and other communications hereunder shall be in writing and shall be deemed to have been duly given when delivered in person, when delivered by reputable overnight courier, or if mailed, five days after being deposited in the United States mail, certified or registered mail, first-class postage prepaid, return receipt requested, to the Parties at the following addresses:

If to the Company, to:	Quorum Health 1573 Mallory Lane, Suite 1000 Brentwood, Tennessee 37027 Attn: Chris Harrison Email: charrison@qhcus.com
With a copy to:	McDermott Will & Schulte LLP 444 West Lake Street, Suite 4000 Chicago, Illinois, 60606 Attn: John Callahan, Esq.; Christopher Olson, Esq. Email: jcallahan@mcdermottlaw.com; colson@mcdermottlaw.com
With a copy to:	Bradley Arant Boult Cummings LLP 1221 Broadway, Suite 2400 Nashville, Tennessee 37203 Attn: Andrew Murray, Esq. Email: amurray@bradley.com
If to QKA, to:	QKA Health Corporation 1573 Mallory Lane, Suite 1000 Brentwood, Tennessee 37027 Attn: Jim Blake Email: Jimblake@mac.com
With a copy to:	Norton Rose Fulbright US LLP 98 San Jacinto Blvd., Suite 1100 Austin, Texas 78701 Attn: Jerry Bell, Esq.; Scott Kortmeyer, Esq. Email: jerry.bell@nortonrosefulbright.com;

scott.kortmeyer@nortonrosefulbright.com

Any Party from time to time may change its address for the purpose of receipt of notices to that Party by giving a similar notice specifying a new address to the other notice parties listed above in accordance with the provisions of this Section 12.1.

Section 12.2 Expenses. Except as otherwise expressly provided in this Agreement or as otherwise expressly agreed by the Parties, each Party will bear its respective expenses incurred in connection with the preparation, execution, and performance of this Agreement and the Transaction

Section 12.3 Entire Agreement. Except for documents and agreements executed pursuant hereto and the other documents and agreements contemplated hereby, (i) this Agreement supersedes all prior oral discussions and written agreements between the Parties with respect to the subject matter of this Agreement (including any letter of intent, term sheet or similar agreement or document relating to the transactions contemplated hereby), and (ii) this Agreement, including the exhibits and schedules hereto and other documents delivered in connection herewith, contains the sole and entire agreement between the Parties hereto with respect to the subject matter hereof.

Section 12.4 Waiver. Any term or condition of this Agreement may be waived at any time by the Party which is entitled to the benefit thereof. Any such waiver must be in writing and must be duly executed by such Party. A waiver on one occasion shall not be deemed to be a waiver of the same or any other breach, provision or requirement on any other occasion.

Section 12.5 Amendment. This Agreement may be modified or amended only by a written instrument duly executed by all of the Parties hereto.

Section 12.6 Counterparts; Electronic Signatures. This Agreement may be executed in two or more counterparts, each and all of which will be deemed an original and all of which together will constitute but one and the same instrument. The facsimile signature of any Party to this Agreement or any Contract delivered in connection with the consummation of the transactions described herein or a PDF copy of the signature of any Party to this Agreement or any Contract delivered in connection with the consummation of the transactions described herein delivered by electronic mail for purposes of execution or otherwise, is to be considered to have the same binding effect as the delivery of an original signature on an original Contract.

Section 12.7 No Third Party Beneficiary. The terms and provisions of this Agreement are intended solely for the benefit of the Company, QHC Merger Sub, QKA and their respective Affiliates, successors and permitted assigns, and it is not the intention of the Parties to confer third party beneficiary rights upon any other Person.

Section 12.8 Choice of Law. The Parties agree that this Agreement will be governed by and construed in accordance with the Laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule thereof. The Parties hereby waive their right to assert in any proceeding involving this Agreement that the law of any jurisdiction other than the State of Delaware will apply to such dispute; and the Parties hereby covenant that they will assert no such claim in any dispute arising under this Agreement. If any Party initiates a legal action or proceeding against the other Party arising out of this Agreement or any of the transactions this Agreement contemplates, the Party may bring the proceeding only in the Court of Chancery of the State of Delaware and any state appellate court therefrom within the State of Delaware, or, in the event that such court does not have subject matter jurisdiction, in a federal court in the United States District Court for the District of Delaware.

Section 12.9 Binding Effect. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns, including successors by merger or otherwise.

Section 12.10 No Assignment. Neither this Agreement nor any right hereunder or part hereof may be assigned by any Party hereto without the prior written consent of the other Parties hereto. Notwithstanding the assignment of this Agreement or any rights or obligations hereunder, the assignor shall be jointly and severally liable with its assignee for its obligations hereunder.

Section 12.11 Severability; Invalid Provisions. If any provision of this Agreement is held to be illegal, invalid or unenforceable under any present or future Law, (a) such provisions will be fully severable; (b) this Agreement will be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part hereof; (c) the remaining provisions of this Agreement will remain in full force and effect and will not be affected by the illegal, invalid or unenforceable provision or by its severance herefrom; and (d) in lieu of such illegal, invalid or unenforceable provision, there will be added automatically as a part of this Agreement a legal, valid and enforceable provision as similar in terms and effect to such illegal, invalid or unenforceable provision as may be possible.

Section 12.12 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, a Party shall be drawn from the fact that any portion of this Agreement or any document related hereto has been drafted by or on behalf of such Party.

Section 12.13 Survival. The following provisions shall survive Closing of the Transaction in accordance with their terms: Article VIII, Article XI and Article XII.

Section 12.14 Further Assurance Clause. On and after the Closing Date, the Parties will act in good faith to take all appropriate action and execute all documents, instruments or conveyances of any kind which may be reasonably necessary or advisable to carry out any of the provisions hereof.

Section 12.15 Schedules and Other Instruments. Each Schedule, Annex and Exhibit to this Agreement shall be considered a part hereof as if set forth herein in full. Any disclosure made in any Schedule shall qualify other sections of this Agreement to the extent it is reasonably apparent that such disclosure is related to such other section or sections.

[*Signature Pages to Follow*]

IN WITNESS WHEREOF, the Parties have caused this Agreement and Plan of Merger to be executed as of the date first above written.

QHC MERGER SUB:

QHC MERGER SUB, LLC

By: ______________________
Name: Chris Harrison
Title: Chief Executive Officer

COMPANY:

QUORUM HEALTH CORPORATION

By: ______________________
Name: Catherine Klema
Title: Board of Directors Chair

[*Signature Page to Agreement and Plan of Merger*]

IN WITNESS WHEREOF, the Parties have caused this Agreement and Plan of Merger to be executed as of the date first above written.

QHC MERGER SUB:

QHC MERGER SUB, LLC

By: ______________________________
Name: Chris Harrison
Title: Chief Executive Officer

COMPANY:

QUORUM HEALTH CORPORATION

Signed by:
By: Catherine Klema
0754F5023DCF460...
Name: Catherine Klema
Title: Board of Directors Chair

QKA:

QKA HEALTH CORPORATION

By: Jim Blake (May 19, 2026 08:58:44 CDT)
Name: James W. Blake
Title: Board Chair

ANNEX A
DEFINITIONS

As used in this Agreement, the following defined terms shall have the meanings indicated below:

"280G Approval" [redacted]

"Accreditations" has the meaning set forth in Section 4.16.

"Acquisition Proposal" has the meaning set forth in Section 7.7.

"Action" means any claim, action, cause of action, demand, lawsuit, arbitration, inquiry, audit, notice of violation, proceeding, litigation, citation, summons, subpoena or investigation of any nature, civil, criminal, administrative, regulatory or otherwise, whether at law or in equity.

"Affiliate" means any Person that directly, or indirectly through one or more intermediaries, controls or is controlled by or is under common control with the Person specified; provided, however, that with respect to the Company, the term "Affiliate" shall include only those entities in which QHC holds a controlling ownership interest. For purposes of this definition, "control" when used with respect to any specified Person, means the power to direct the management and policies of such Person, directly or indirectly, whether through the ownership of voting securities, by contract or otherwise; and the terms "controlling" and "controlled" have meanings correlative to the foregoing.

"Aggregate Merger Consideration" [redacted]

"Agreement" has the meaning set forth in the preamble.

"Allocation Methodology" [redacted]

"Antitrust Authority" means the Federal Trade Commission, the Department of Justice, any attorney general of any state of the United States or any other competition authority of any jurisdiction, including any court applying any antitrust law to the Transaction.

"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.

"Assets" shall mean the assets, properties, goodwill and businesses whether owned or leased and constituting, associated with, employed by, or used in the ownership or operation of the QHC Entities, including with respect to the Business, the Personal Property and all other property of every kind and description, wherever located, whether tangible or intangible, as such assets shall exist on the Closing Date.

"Balance Sheet Date" has the meaning set forth in Section 4.6.1.

"Books and Records" means all existing patient, medical staff, employee, accounting, business, marketing, corporate, partnership, limited liability company and other files, documents, instruments, papers, books and records, including without limitation, financial statements, budgets, ledgers, journals, deeds, titles, policies, manuals, minute books, stock certificates and books, equity transfer ledgers, contracts, franchises, permits, supplier lists, reports, computer files and data, retrieval programs and operating data or plans.

"Business" means the Healthcare Businesses.

"Business Day" means a day other than Saturday, Sunday, or any day on which the principal commercial banks in the State of Tennessee are authorized or obligated to close under the Laws of such state.

"Business Employee" means each employee of any QHC Entities.

"Cash Payment" [redacted]

"Certificate of Merger" has the meaning set forth in Section 2.1.

"CHAMPUS/Tricare" has the meaning set forth in Section 4.12.1.

"CHSI" has the meaning set forth in Section 4.9.1(a).

"Claim" or "Claims" means any claim, demand, investigation, inquiry, cause of action, suit, default, assessment, litigation, appeal, Third Person action, arbitration proceeding or other proceeding by or before any Governmental Authority or any other Person.

"Closing" has the meaning set forth in Section 3.1.

"Closing Date" has the meaning set forth in Section 3.1.

"Closing Statement" has the meaning set forth in Section 2.6.

"COBRA" has the meaning set forth in Section 4.11.7.

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

"Company" has the meaning set forth in the Preamble.

"Company Benefit Plan" means each of the following in which any employee of the Company or any QHC Subsidiary participates or is eligible to participate, or under which any such employee has any present or future right to benefits: (a) each "employee benefit plan," as such term is defined in Section 3(3) of ERISA (whether or not the plan is subject to ERISA), (b) each equity bonus, equity ownership, equity option, equity purchase, equity appreciation rights, phantom equity or other equity plan (whether qualified or nonqualified), (c) each bonus, deferred compensation or incentive compensation plan, (d) each employment, individual consulting, severance pay, change in control, or other similar plan, arrangement, policy or commitment, and

(e) any holiday or vacation practice or other paid-time off program, or workers compensation plan or program.

"Company Closing Cash" [redacted]

"Company Closing Cash Shortfall" [redacted]

"Company Closing Cash Surplus" [redacted]

"Company Closing Deliverables" has the meaning set forth in Section 3.2.

"Company Governmental Authorizations" has the meaning set forth in Section 4.15.2.

"Company Indebtedness" [redacted]

"Company Indemnitees" has the meaning set forth in Section 11.3.

"Company Key Personnel" [redacted]

"Company Transaction Expenses" [redacted]

Quincy or the QHC Entities in connection with the transactions contemplated by this Agreement (including research, preparation, drafting documents, negotiations, due diligence assistance, consultations, assessments or valuations), including (a) the fees and expenses of any consultants, financial advisors, brokers, attorneys, accountants, management companies or other agents and representatives engaged by Quincy or any of the QHC Entities, and (b) any payments payable by Quincy or any of the QHC Entities upon termination of contractual arrangements in connection with this Agreement or the transactions contemplated by this Agreement, and (ii) any other reasonable out-of-pocket fees, costs and expenses incurred by the QHC Entities or Quincy in connection with this Agreement and the transactions contemplated hereby.

"Company's Disclosure Schedule" has the meaning set forth in the preamble to Article IV.

"Company's Knowledge" or "Knowledge of Company" means the knowledge of the Company Key Personnel after due and reasonable inquiry of their immediate subordinates and such individuals shall be responsible for all facts which such individuals should have known as a result of such due and reasonable inquiry of such individuals.

"Constituent Documents" means, for any corporation, partnership, limited partnership, limited liability company or other organization, its charter, articles of incorporation, certificate of incorporation, articles of organization, bylaws, partnership agreement, operating agreement, certificate of limited partnership, certificate of formation and other similar formation and governance documents, each as amended to the relevant date.

"Contract" means any agreement, evidence of indebtedness, lease, sublease, license, mortgage, deed of trust, note, bond, indenture, security agreement, commitment, instrument, understanding or other contract, obligation or arrangement of any kind whether oral or in writing.

"Converted QHC Subsidiaries" has the meaning set forth in Section 2.8.

"Cost Reports" has the meaning set forth in Section 4.12.3.

"Counsel Disclosure Schedule" or "Counsel Disclosure Schedules" has the meaning set forth in Section 1.3.3.

"Court Order" means any non-procedural and final judgment, order, award or decree of any federal, state, local or other court or judicial or quasi-judicial tribunal and any final award in any binding arbitration proceeding.

"Deferred Compensation Plan" [redacted]

"DGCL" has the meaning set forth in the Recitals.

"Direct Claim" has the meaning set forth in Section 11.6.

"Disclosure Schedules" means Company's Disclosure Schedule and/or QKA's Disclosure Schedule, as applicable.

"Disclosure Update" has the meaning set forth in Section 6.4.

"Effective Time" has the meaning set forth in Section 2.1.

"Electronic Data Room" means the virtual data room hosted by Datasite titled "Project 12"

"Encumbrance" means any mortgage, pledge, assessment, security interest, lease, sublease, lien, adverse claim, levy, right of way, easement, encroachment, covenant, charge, restriction, variance, liability or other encumbrance of any kind, or any conditional sale contract, title retention contract, or other agreement, arrangement or understanding to give or to refrain from giving any of the foregoing.

"Enforceability Exceptions" shall mean enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium, or other similar Laws now or hereafter enacted related to creditors' rights generally and except that the remedy of specific performance and injunctive and other forms of equitable relief may be subject to equitable defenses and to the discretion of the court before which any proceeding may be brought.

"Environmental Laws" means the applicable federal, state, regional, county or local environmental laws, regulations, ordinances, rules and policies and common law in effect on the date hereof and as of the Effective Time regulating or governing the use, refinement, handling, treatment, removal, storage, production, manufacture, transportation or disposal, emission, discharge, release or threatened release of Hazardous Substances, or otherwise relating to protection of human health as pertaining to exposure to Hazardous Substances or the environment (including, without limitation, ambient air, surface water, ground water, land surface or subsurface strata), as the same may be amended or modified to the date hereof and as of the Effective Time, including, but not limited to Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. § 9601 et seq., Resource Conservation and Recovery Act, 42 U.S.C. § 6901 et seq., Toxic Substances Control Act, 15 U.S.C. § 2601 et seq., the Clean Air Act, 42 U.S.C. § 7401 et seq., the Clean Water Act, 33 U.S.C. § 1251 et seq., and any applicable environmental transfer statutes or laws.

"ERISA" means the Employee Retirement Income Security Act of 1974, as amended.

"ERISA Affiliate" means: (i) any related company or trade or business that is required to be aggregated with the Company or a QHC Subsidiary under Sections 414(b), (c), (m) or (o) of the Code; (ii) any other company, entity or trade or business that has adopted or participated in a Company Benefit Plan; and (iii) any predecessor or successor company or trade or business of the Company or a QHC Subsidiary.

"Estimated Closing Statement" has the meaning set forth in Section 2.6.

"Execution Date" has the meaning set forth in the Preamble.

"Facility" or "Facilities" has the meaning set forth in the Recitals.

"False Claims Act" has the meaning set forth in Section 4.15.2.

"Federal Anti-Kickback Statute" has the meaning set forth in Section 4.15.2.

“Filings” has the meaning set forth in Section 6.1.5.

“Financial Statements” has the meaning set forth in Section 4.6.1.

“Fraud” means actual and intentional fraud under Delaware common Law by a Person in the making of any representation or warranty provided by this Agreement (including in any certificate or instrument delivered pursuant to this Agreement).

“GAAP” means generally accepted accounting principles as defined by the Financial Accounting Standards Board (“FASB”), consistently applied;

“Government Programs” has the meaning set forth in Section 4.12.1.

“Governmental Authority” means any national, state or local government; any political subdivision thereof; any other governmental, quasi-governmental, judicial, public or statutory instrumentality, authority, body, agency, department, bureau, commission or entity; any entity that contracts with a governmental entity to administer or assist in the administration of a government program (including any Medicare or Medicaid administrative contractors); or any arbitrator with authority to bind a party at law.

“Governmental Authorization” means any approval, consent, license, permit, waiver, registration, accreditation or other authorization issued, granted, given, made available or otherwise required by any Governmental Authority or pursuant to Law.

“Governmental Order” means any order, injunction, judgment, decree, ruling, writ, assessment or arbitration award of a Governmental Authority.

“Hazardous Substances” means any toxic or hazardous waste, pollutants or substances, including, without limitations, friable asbestos, polychlorinated biphenyls petroleum, petroleum products, byproducts, or other hydrocarbon substances, substances defined or listed as a “hazardous substance,” “toxic substance,” “toxic pollutant” or similarly identified substance or mixture, in or pursuant to any Environmental Law.

“Healthcare Businesses” means the Facilities.

“HIPAA” has the meaning set forth in Section 4.15.5.

“Hospital Leased Real Property” means all Real Property leased by the Company or any of other QHC Entity upon which the main location of any of the Hospitals is located.

“Hospitals” has the meaning set forth in the Recitals.

“HSR Act” has the meaning set forth in Section 4.4.2.

“Indemnified Party” or “Indemnified Parties” has the meaning set forth in Section 11.3.

“Indemnifying Party” has the meaning set forth in Section 11.4.

“Independent Accounting Firm” has the meaning set forth in Section 2.15.2.

"Insurance Coverage" has the meaning set forth in Section 4.19.

"Intellectual Property" means all intellectual property rights arising from or in respect of the following: (i) patents and patent applications, including continuations, divisionals, continuations-in-part, reexaminations or reissues of such patent applications and patents (collectively, "Patents"); (ii) registered trademarks or service marks, together with the goodwill associated with any of the foregoing, and all applications, registrations and renewals thereof; and (iii) registrations and applications for copyrights or works of authorship (collectively, "Copyrights").

"Interest" means, with respect to any Person, (i) capital stock, member interests, partnership interests, other equity interests, rights to profits or revenue and any other similar interest of such Person, (ii) any security or other interest convertible into or exchangeable or exercisable for any of the foregoing and (iii) any right (contingent or otherwise) to acquire any of the foregoing.

"Key Employee Employment Agreement" has the meaning set forth in Section 9.1.13.

"Key Employees" has the meaning set forth in Section 9.1.13.

"Landlord Leases" means, collectively, all leases, subleases, license agreements and other agreements pursuant to which any QHC Entity or any of the Affiliates of the Company as the landlord, lessor, sublandlord, sublessor or licensor leases, subleases or licenses any portion of the Real Property to a third party, including without limitation: (i) leases of land to third-party developers in connection with development/construction of health care related projects at the Facilities; (ii) medical office leases, subleases and occupancy agreements; (iii) leases, subleases and occupancy agreements for other medical uses, services or facilities; and (iv) leases, subleases and occupancy agreements for food services and other ancillary services at the Facilities, including as examples and not as limitations, wireless communication services, gift shops, pharmacies or florist shops.

"Law" means any statute, law, ordinance, rule, regulation, code, pronouncement, resolution, order, writ, injunction, judgment, decree, ruling, promulgation, policy, treaty, directive, or guideline published in writing by any Governmental Authority.

"Leased Real Property" means that portion of the Real Property that is leased, subleased or licensed in connection with the operation of the Business pursuant to a Tenant Lease.

"Leases" means, collectively (a) all Tenant Leases and (b) all Landlord Leases.

"Legal Proceeding" means any judicial, administrative or arbitral actions, charges, investigations, suits or proceedings (public or private) by or before a Governmental Authority.

"Lenders" [redacted]

"Liabilities" means any liability, debt, obligation, loss, damage, claim, cost or expense (including court costs and reasonable attorneys', accountants' and other reasonable experts' fees and expenses associated with investigating, preparing for and participating in any litigation or proceeding, including all appeals), interest, penalties, amounts paid in settlement, Taxes, fines, judgments or assessments, in each case, whether direct or indirect and whether accrued or contingent.

"Liens" means (a) any mortgage, deed of trust, pledge, hypothecation, charge, collateral assignment, encumbrance, security interest, option, title retention or other preferential arrangement having the practical effect of a security interest, and all similar rights or interests of any kind, in each case securing any obligation of any Person; (b) any covenant, restriction, easement, encroachment, right of way, servitude, license, or other similar right or interest affecting title to or use of such property or asset; (c) any claim, attachment, levy, distraint, writ, garnishment, right of setoff or recoupment, or other judicial, arbitral or administrative process or defect of title; (d) any statutory or common law lien, and any lien arising by operation of law or pursuant to contract, including mechanics', materialmen's, warehousemen's, carriers', landlords', bailees', repairmen's and similar liens; (e) any lien for Taxes, assessments or other governmental charges, whether or not delinquent or being contested in good faith; (f) any purchase money security interest, conditional sale or other title retention agreement, consignment, factoring or receivables financing arrangement, or any financing lease having substantially the same economic effect as the foregoing; (g) any lien evidenced by the filing of, or agreement to file, any financing statement under the Uniform Commercial Code or any similar law, or by any registration, notice or other filing in respect of intellectual property, real property or other assets; (h) any option, right of first refusal or first offer, preemptive right or similar right or restriction to purchase, acquire or dispose of any property or asset; and (i) any agreement to grant, or future interest in, any of the foregoing, and any renewals, refinancings, extensions or replacements thereof; provided that non-exclusive licenses of Intellectual Property granted in the ordinary course of business shall not, by themselves, constitute Liens.

"Loss Runs" has the meaning set forth in Section 4.18.1.

"Losses" means losses, damages, liabilities, deficiencies, Actions, judgments, interest, awards, penalties, fines, taxes, costs or expenses of whatever kind, including reasonable attorneys' fees and the cost of enforcing any right to indemnification hereunder and the cost of pursuing any insurance providers; *provided, however,* that "Losses" shall not include punitive damages, except to the extent actually awarded to a Governmental Authority or other third party.

"Low-End Recovery" [redacted]

"Major Improvement Project" means any of the following which has been commenced or otherwise is in effect and with respect to which a QHC Entity is a contract party: (a) any construction project on any Owned Real Property or Hospital Leased Real Property for constructing new improvements, (b) any remodeling, modernization, modification or renovation project with respect to existing improvements, including building systems, on any Owned Real Property or Hospital Leased Real Property, (c) any project on which a QHC Entity, as a landlord or sublandlord as the case may be, is performing any tenant improvement work, and (d) any project under which a QHC Entity is performing as a tenant or subtenant, as the case may be, any tenant improvement work on Leased Real Property, in each case, having a contract price budget of $2,500,000 or more.

"Material Adverse Effect" means a material adverse effect on the Business, the Assets, properties, results of operations or financial condition of the QHC Entities (taken as a whole) other than an effect directly or indirectly resulting from any one or more of the MAE Exceptions. For purposes of this definition, "MAE Exceptions" means the following: (a) any change in the United States or foreign economies or securities or financial markets in general, (b) any change that generally affects the industry in which any QHC Entity operates, (c) any change arising in connection with earthquakes, hurricanes, flooding or other weather-related matters, hostilities, acts of war, sabotage or terrorism or military actions or any escalation or material worsening of any such hostilities, acts of war, sabotage or terrorism or military actions existing or underway as of the date of this Agreement, (d) any action taken by Quincy, the Company, any QHC Entity or QKA, as applicable, pursuant to the transactions contemplated hereby, (e) changes in applicable Law or accounting rules, or (f) the public announcement of the Agreement, compliance with terms of the Agreement, or the consummation of the transactions contemplated hereby.

"Material Change Transaction Reviews" has the meaning set forth in Section 6.1.

"Material Consents" has the meaning set forth in Section 6.5.

"Material Contracts" has the meaning set forth in Section 4.9.1.

"Material Regulatory Approvals" has the meaning set forth in Section 9.1.3.

"Medicaid" has the meaning set forth in Section 4.12.1.

"Medical Waste" includes, but is not limited to, (a) pathological waste, (b) blood, (c) sharps, (d) wastes from surgery or autopsy, (e) dialysis waste, including contaminated disposable equipment and supplies, (f) cultures and stocks of infectious agents and associated biological agents, (g) contaminated animals, (h) isolation wastes, (i) contaminated equipment, (j) laboratory waste and (k) various other biological waste and discarded materials contaminated with or exposed to blood, excretion, or secretions from human beings or animals. "Medical Waste" also includes any substance, pollutant, material, or contaminant listed or regulated under the Medical Waste Tracking Act of 1988, 42 U.S.C. § 6992, et seq. ("MWTA"), and applicable state law.

"Medical Waste Law" means the following, including regulations promulgated and orders issued thereunder, all as may be amended from time to time: the MWTA, the U.S. Public Vessel Medical Waste Anti-Dumping Act of 1988, 33 USCA § 2501 et seq., the Marine Protection, Research, and Sanctuaries Act of 1972, 33 USCA § 1401 et seq., The Occupational Safety and Health Act, 29 USCA § 651 et seq., the United States Department of Health and Human Services, National Institute for Occupational Self-Safety and Health Infectious Waste Disposal Guidelines, Publication No. 88-119, and any other federal, state, regional, county, municipal, or other local laws, regulations, and ordinances insofar as they purport to regulate Medical Waste, or impose requirements relating to Medical Waste.

"Medicare" has the meaning set forth in Section 4.12.1.

"Merger" has the meaning set forth in the Recitals.

"Minor Liens" means (i) liens for current Taxes or other government charges and other statutory liens, or liens of carriers, warehousemen, landlords and mechanics and other similar liens, in any case not yet due and payable, or due but not delinquent, or being contested in good faith for which adequate reserves have been established (so long as the adequacy of such reserves are acceptable to QKA in its reasonable discretion and such reserves are among the Assets), and (ii) other minor and routine liens arising in the Ordinary Course of Business and not incurred in connection with the borrowing of money or granting of security for any monetary obligation and that individually or in the aggregate do not materially detract from the value of, or impair in any material manner the use of, the Assets.

"NDA" has the meaning set forth in Section 8.2.

"Ordinary Course of Business" means any action that is (i) generally consistent with the past practices of such Person and taken in the ordinary course of the normal day-to-day operations or (ii) consistent with the approved capital or operating budget of such Person.

"Owned Real Property" means all Real Property owned by the Company or any of the other QHC Entities in fee simple.

"PAC" has the meaning set forth in Section 2.11.

"Party" or "Parties" has the meaning set forth in the Preamble.

"Payoff Amount" [redacted]

"Payment Programs" has the meaning set forth in Section 4.12.5.

"Permit" means any and all permits, licenses, authorizations, certificates, franchises, registrations or other approvals granted by any Governmental Authority.

"Permitted Encumbrance" means (a) any Encumbrance for Taxes or other governmental charges or assessments which are not due and payable as of the Closing Date, (b) any Encumbrance of any landlord, carrier, warehouseman, mechanic or materialman and any like Encumbrance arising in the Ordinary Course of Business for sums that are not delinquent, (c) Laws regulating the use or enjoyment of the applicable property, (d) all Leases, (e) pledges or deposits in connection with workers' compensation, unemployment insurance and other social security, (f) with respect to any Leased Real Property, Encumbrances which encumber the fee interest in such property, (g) all Encumbrances, including, without limitation, all utility easements, encroachments, rights of the public in streets and highways adjoining any of the Real Property, set-back lines, boundary line disputes and zoning and building laws and regulations, which do not materially adversely affect the use or operation or occupancy of the Healthcare Businesses in accordance with the manner currently being used or operated, other than Minor Liens, and (h) those items set forth on Schedule 4.5.1.

"Person" means any natural person, corporation, general partnership, limited partnership, limited liability company, union, association, court, agency, government, tribunal, instrumentality, commission, arbitrator, board, bureau or other entity or authority.

"Personal Property" means all tangible personal property of every kind and nature located on or used in connection with the operation of the Healthcare Businesses, including all furniture, fixtures, machinery, vehicles, computer systems and data processing hardware, and equipment.

"Personal Property Leases" has the meaning set forth in Section 4.5.2.

"Previously Paid QKA Transaction Expenses" [redacted]

"Property Management Agreement" means an agreement between any QHC Entity and a third party for the provision of property management services to any Real Property.

"QHC Entities" has the meaning set forth in the Recitals.

"QHC Merger Sub" has the meaning set forth in the Preamble.

"QHC Subsidiaries" has the meaning set forth in the Recitals.

"QKA" has the meaning set forth in the Preamble.

"QKA Board" has the meaning set forth in Section 3.3.3.

"QKA Closing Deliverables" has the meaning set forth in Section 3.3.

"QKA's Disclosure Schedule" has the meaning set forth in the preamble to Article V.

"QKA Indemnitees" has the meaning set forth in Section 11.2.

"QKA Key Personnel" [redacted]

"QKA Knowledge" or "Knowledge of QKA" means the knowledge of the QKA Key Personnel after due and reasonable inquiry and such individuals shall be responsible for all facts which such individuals should have known as a result of such due and reasonable inquiry.

"QKA Transaction Expense Reimbursement Amount" [redacted]

"QKA Transaction Expenses" [redacted]

"Quincy" means Quincy Health, LLC, a Delaware limited liability company.

"Quincy MIP Plan" [redacted]

"Real Property" means all real property that is owned, leased, used or occupied in connection with the operation of the Business, including the real property and real property interests set forth on Schedule 4.10.1.

"Reimbursement Claims" has the meaning set forth in Section 4.12.5.

"Representatives" means, with respect to any Person, any and all directors, officers, employees, consultants, financial advisors, counsel, accountants and other agents of such Person.

"Retained Employees" has the meaning set forth in Section 8.1.1.

"Retained Liabilities" [redacted]

"Section 338(h)(10) Election" has the meaning set forth in Section 2.15.1.

"Specified Representations" mean the representations and warranties set forth in Section 4.1, Section 4.2, and Section 4.3.

"Stark Law" has the meaning set forth in Section 4.15.2.

"State Health Department" means the department of health or other state agency responsible for the licensure of hospitals in the applicable state in which a Facility is located.

"Subsidiary" means, with respect to any Person, (i) any corporation (for-profit or nonprofit), partnership, limited liability company or other entity fifty percent (50%) or more of the Interests of which having voting power under ordinary circumstances to elect at least a majority of the board of directors or other Persons performing similar functions is at the time owned or controlled, directly or indirectly, by such Person or by one or more of the other direct or indirect Subsidiaries of such Person or a combination thereof (regardless of whether, at the time, Interests of any other class or classes shall have, or might have, voting power by reason of the occurrence of any contingency), (ii) a partnership in which such Person or any direct or indirect Subsidiary of such Person is a general partner or (iii) a limited liability company in which such Person or any direct or indirect Subsidiary of such Person is a managing member or manager.

"Surviving Corporation" has the meaning set forth in the Recitals.

"Tax" or "Taxes" means any and all federal, foreign, state or local income, gross receipts, license, business, payroll, employment, excise, severance, stamp, occupation, premium, windfall profits, environmental, customs duties, capital stock, franchise, profits, withholding, social security, unemployment, disability, real property, personal property, sales, use, transfer, registration, value added, alternative or add-on minimum, estimated, or other tax of any kind whatsoever, including any interest, penalty, or addition thereto.

"Tax Purchase Price" [redacted]

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

"Tenant Leases" means, collectively, all leases, subleases, licenses and occupancy agreements pursuant to which any QHC Entity or any of the Affiliates of the Company holds a leasehold estate, leasehold interest, subleasehold, subtenancy or other right of occupancy in any portion of the Real Property.

"Term" has the meaning set forth in Section 10.1.

"Termination Agreement" has the meaning set forth in Section 2.12.

"Termination Fee" [redacted]

"Third Party Claim" has the meaning set forth in Section 11.4.

"Third Person" means a Person other than the Company, a QHC Entity, QKA or an Affiliate of any of the foregoing.

"Trademark" has the meaning set forth in Section 8.9.

"Transaction" has the meaning set forth in the Recitals.

"Transaction Support Agreement" [redacted]

"VMG Purchase Price Allocation Report" [redacted]

"Waived 280G Approval" [redacted]

EXHIBIT A

QHC SUBSIDIARIES

Corporate Subsidiaries

Golden Sun TSA Services LLC (DE)
Monarch Health CIN, LLC (DE)
N541A, LLC (TN)
Our Healthy Circle (NFP TN)
QHCCS, LLC (DE)
QHC ARM Shared Services, LLC
QHC California Holdings, LLC (DE)
QHC Financing Services, LLC (DE)
QHC HIM Shared Services, LLC (DE)
Quorum Health Corporation Political Action Committee (DE unincorporated)
Quorum Health Foundation, Inc. (FL)
Quorum Health Investment Company, LLC (DE)
Convene Health, LLC (DE)
QHC Merger Sub, LLC (DE)

Subsidiaries Related to Current Hospitals

Forrest City Holdings, LLC (AR)
Forrest City Arkansas Hospital Company LLC (AR)
Forrest City Clinic Company, LLC (AR)
Ambulance Services of Forrest City, LLC (AR)

Hospital of Barstow, Inc. (DE)
Barstow Healthcare Management, Inc. (CA)

Jackson Hospital Corporation (KY)
Jackson Physician Corp. (KY)
Kentucky River Physician Corporation (KY)
Kentucky River HBP, LLC (DE)

Hospital of Louisa, Inc. (KY)
Three Rivers Medical Clinics, Inc. (KY)

MMC of Nevada, LLC (DE)
Mesquite Clinic Management Company, LLC (DE)
MVP Emergency Services, LLC (DE)
Mesa View Clinical Lab LLC (DE)
Mesa View PT, LLC (NV)

Deming Hospital Corporation (NM)
Deming Clinic Corporation (NM)
Deming Nursing Home Company, LLC (DE)
Deming Urgent Care Company LLC (DE)

MWMC Holdings, LLC (DE)
McKenzie-Willamette Regional Medical Center Associates, LLC (DE)
Triad of Oregon, LLC (DE)
Springfield Oregon Holdings, LLC (DE)
McKenzie Physician Services, LLC (DE)

Big Bend Hospital Corporation (TX)
Big Bend Medical Group (NFP TX)
Park City Emergency Group, LLC (TX)

Odessa Texas Hospital Company, LLC (DE)

Tooele Hospital Corporation (UT)
Tooele Clinic Corp. (UT)
CHS Utah Holdings, LLC (DE)
Ambulance Services of Tooele, LLC (DE)

Evanston Hospital Corporation (WY)
Evanston Clinic Corp. (WY)
Valley View Emergency Physicians, LLC (DE)

Inactive Subsidiaries Related to Former Hospitals

Fort Payne Hospital Corporation (AL)
Fort Payne Clinic Corp (AL)
Fort Payne RHC Corp. (AL)
Fort Payne HBP, LLC (DE)

CSRA Holdings, LLC (DE)
Augusta Hospital, LLC (DE)
Augusta Physician Services, LLC (DE)

Monroe HMA, LLC (GA)
Monroe HMA Physician Management, LLC (GA)
Monroe Diagnostic Testing Center, LLC (GA)
Winder HMA, LLC (GA)
Georgia HMA Physician Management, LLC (GA)
Barrow Health Ventures, Inc. (GA)
Anna Hospital Corporation (IL)
Anna Clinic Corp. (IL)

Blue Island Illinois Holdings, LLC (DE)
Blue Island Hospital Company, LLC (DE)

Galesburg Professional Services, LLC (DE)

Granite City Hospital Corporation (IL)
Granite City Clinic Corp. (IL)
Granite City Physicians Corp. (IL)
Granite City Illinois Hospital Company, LLC (IL)
Granite City ASC Investment Company, LLC (DE)
Granite City Orthopedic Physicians Company, LLC (NFP IL)
Granite City HBP Corp. (DE)
Gateway Malpractice Assistance Fund, Inc. (NFP IL)

Marion Hospital Corporation (IL)
Memorial Management, Inc. (IL)
River to River Heart Group, LLC (IL)
Southern Illinois Medical Care Associates, LLC (IL)
Heartland Rural Healthcare, LLC (IL)
National Imaging of Cartersville, LLC (DE)

National Healthcare of Mt. Vernon, Inc. (DE)
Crossroads Physician Corp. (IL)
King City Physician Company, LLC (DE)
National Imaging of Mount Vernon, LLC (DE)

Red Bud Hospital Corporation (IL)
Red Bud Clinic Corp (IL)
Red Bud Regional Clinic Company, LLC (DE)
Red Bud Illinois Hospital Company, LLC (IL)
Red Bud Physician Group, LLC (DE)
Monroe Surgical Center, LLC (IL)

Paintsville Hospital Company, LLC (KY)
Paintsville HMA Physician Management, LLC (KY)

Jefferson City Hospital Co., LLC (DE)

Jefferson City Clinic Co., LLC (DE)

Hamlet H.M.A., LLC (NC)
Hamlet HMA PPM, LLC (NC)
Hamlet HMA Physician Management, LLC (NC)

Williamston Hospital Corporation (NC)
Williamston Clinic Corp. (NC)
Williamston HBP Services, LLC (DE)

QHG of Massillon, Inc. (OH)
Massillon Health System, LLC (DE)
Massillon Holdings, LLC (DE)
Massillon Community Health System LLC (DE)
DHSC, LLC (DE)
Doctors Hospital Physician Services, LLC (DE)
Massillon Physician Services, LLC (DE)

Clinton Hospital Corporation (PA)
Lock Haven Clinic Company, LLC (DE)
Haven Clinton Medical Associates, LLC (DE)

Sunbury Hospital Company, LLC (DE)
Sunbury Clinic Company, LLC (DE)

McKenzie Tennessee Hospital Company, LLC (DE)

Big Spring Hospital Corporation (TX)
Big Spring Texas Hospital Company, LLC (DE)

EXHIBIT B

HOSPITALS

HOSPITAL	LOCATION
Forrest City Medical Center	Forrest City, AR
Barstow Community Hospital	Barstow, CA
Kentucky River Medical Center	Jackson, KY
Three Rivers Medical Center	Louisa, KY
Mimbres Valley Medical Center	Deming, NM
Mesa View Regional Hospital	Mesquite, NV
McKenzie-Willamette Medical Center	Springfield, OR
Big Bend Regional Medical Center	Alpine, TX
Odessa Regional Medical Center	Odessa, TX
Mountain West Medical Center	Tooele, UT
Evanston Regional Hospital	Evanston, WY

EXHIBIT C

CONVERTED QHC SUBSIDIARIES

CURRENT QHC SUBSIDIARY	CONVERTED QHC SUBSIDIARY
Hospital of Barstow, Inc.	Hospital of Barstow, LLC
Barstow Healthcare Management, Inc.	Barstow Healthcare Management, LLC
Jackson Hospital Corporation	Jackson Hospital Company, LLC
Jackson Physician Corp.	Jackson Physician Company, LLC
Kentucky River Physician Corporation	Kentucky River Physician Company, LLC
Hospital of Louisa, Inc.	Hospital of Louisa, LLC
Three Rivers Medical Clinics, Inc.	Three Rivers Medical Clinics, LLC
Deming Hospital Corporation	Deming Hospital Company, LLC
Deming Clinic Corporation	Deming Clinic Company, LLC
Big Bend Hospital Corporation	Big Bend Hospital Company, LLC
Tooele Hospital Corporation	Tooele Hospital Company, LLC
Tooele Clinic Corp.	Tooele Clinic Company, LLC
Evanston Hospital Corporation	Evanston Hospital Company, LLC
Evanston Clinic Corp.	Evanston Clinic Company, LLC