

**AFFILIATION AGREEMENT**

**BY AND BETWEEN**

**CHAPTERS HEALTH SYSTEM, INC.,**

**and**

**WILLAMETTE VALLEY HOSPICE, INC.**

**d/b/a**

**WILLAMETTE VITAL HEALTH**

Dated as of October 28, 2024

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**AFFILIATION AGREEMENT**

**THIS AFFILIATION AGREEMENT** (the "Agreement") is made and entered into to be effective as of October 28, 2024, by and among Chapters Health System, Inc., a Florida not for profit corporation ("Chapters") and Willamette Valley Hospice, Inc., d/b/a Willamette Vital Health, an Oregon nonprofit corporation ("WVH"). Chapters and WVH are collectively referred to herein as the "Parties" and each is referred to as a "Party").

**RECITALS**

- A. WHEREAS**, WVH owns and operates a nonprofit hospice licensed to operate in the Counties of Marion, Polk, and parts of Yamhill, Clackamas, Linn and Benton, State of Oregon;
- B. WHEREAS**, Chapters owns and operates not for profit hospices through its Affiliates in several states throughout the United States;
- C. WHEREAS**, Chapters and WVH have reviewed each other's mission statements and believe that there is fundamental alignment and compatibility in such statements; and
- D. WHEREAS**, the Parties believe that an affiliation between Chapters and WVH (the "Transaction") will allow them to accomplish a number of mutual goals, including the following:
  - (a) Preservation of the comprehensive, community-based, not for profit hospice care;
  - (b) Promotion of best practices in the provision of hospice, home health and other healthcare services;
  - (c) Development and implementation of enhanced quality care systems and oversight;
  - (d) Efficient management of key areas of operation;
  - (e) Cost effective management of key administrative functions;
  - (f) Cost effective and efficient purchasing and distribution of supplies and pharmaceuticals;
  - (g) Effective public policy development;
  - (h) Increased opportunities for research, analysis and planning for health care innovation;
  - (i) Minimize disruption to patients and employees; and
  - (j) Enhanced understanding, preparedness and leadership in future health care delivery reform.

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

**ARTICLE 1**  
**DEFINITIONS; INCORPORATION OF RECITALS**

**1.1 Definitions.**

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

**“Affiliate”** means, as to the Person in question, any Person that directly or indirectly controls, is controlled by, or is under common control with, the Person in question and any successors or assigns of such Person.

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

**“AHLA”** shall have the meaning set forth in Section 11.3.

**“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.

**“Arbitration Notice”** has the meaning set forth in Section 11.3.

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

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

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

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

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

**“Chapters West”** refers to a group of not for profit hospices, including WVH, operating in the western United States that are independently negotiating to affiliate with Chapters.



“**Closing**” is defined in Section 3.1.

“**Closing Date**” is defined in Section 3.1.

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

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

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

“**Confidentiality Agreement**” is defined in Section 11.2.

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

“**EEOC**” means the Equal Employment Opportunity Commission.

“**Effective Time**” is defined in Section 3.1.

“**Elected Directors**” shall have the meaning set forth in the Amended and Restated Bylaws of Willamette Valley Hospice, Inc., d/b/a Willamette Vital Health, attached as Exhibit 2.2B.

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

“**Environmental Condition**” means any event, circumstance or condition related in any manner whatsoever to: (a) the current or past presence or spill, emission, discharge, disposal, pumping, leakage, migration, abandonment, release or threatened release of any Hazardous Materials, into the environment; (b) the on-site treatment, storage, disposal or other handling of any Hazardous Material originating on or from the Real Property; (c) the placement of structures or materials into waters of the United States; (d) the presence of any Hazardous Materials in any building, structure or workplace or on any portion of the Real Property; or (e) any violation of Environmental Laws at or on any part of the Real Property or arising from the activities of WVH 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.

“**Executive Employees**” with respect to any Party 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.

“**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 WVH.

“**FTC**” means the Federal Trade Commission.

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

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

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

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

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

“**Hazardous Materials**” means (a) any material, substance, chemical, waste, product, derivative, compound, mixture, solid, liquid, mineral or gas, in each case whether naturally occurring or man-made, that is hazardous, acutely hazardous, toxic, or words of similar import or

regulatory effect under Environmental Laws; (b) any petroleum or petroleum-derived products, radon, radioactive materials or wastes, asbestos in any form, lead or lead-containing materials, urea formaldehyde foam insulation, per- and polyfluoroalkyl substances, medical waste, mold and polychlorinated biphenyls; and (c) any chemical, material or substance which is prohibited, limited or regulated under any Environmental Law.

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

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

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

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

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

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



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

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

**“Knowledge”** when used in the context of knowledge of Chapters means the actual knowledge of any Executive Employee of Chapters within the scope of his or her responsibility.

**“Knowledge”** when used in the context of knowledge of WVH means the actual knowledge of any Executive Employee of WVH 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, WVH.

**“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 WVH, taken as a whole; or (b) the ability of WVH 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 or related industries; (C) any changes in financial, banking or securities markets in general, including any disruption thereof and any decline in the price of any security or any market index or any change in prevailing interest rates; (D) acts of war (whether or not declared), armed hostilities or terrorism, or the escalation or worsening thereof; (E) any action required or permitted by this Agreement or any action taken (or omitted to be taken) with the written consent of or at the written request of Chapters; (F) any matter of which Chapters is aware as of the execution of this Agreement; (G) any changes in applicable laws, regulations or accounting rules (including GAAP) or the enforcement, implementation or interpretation thereof; (H) the announcement, pendency or completion of the Transaction, including losses or threatened losses of employees, patients, suppliers, distributors or others having relationships with WVH; (I) any natural or man-made disaster or acts of God; (J) any epidemics, pandemics, disease outbreaks, or other public health emergencies; or (K) any failure by WVH to meet any internal or published projections, forecasts or revenue or earnings predictions (provided that the underlying causes of such failures (subject to the other provisions of this definition) shall not be excluded).

**“Material Contracts”** is defined in Section 4.16.

**“Material Licenses”** is defined in Section 4.8.

**“Mediation Notice”** has the meaning set forth in Section 11.3.

**“Mediation Period”** has the meaning set forth 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).



“**Notice**” is defined in Section 12.1.

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

“**OFAC**” is defined in Section 4.18(g).

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

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

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

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

“**Owned Real Property**” means all real property owned by WVH, together with the interest of WVH as landlord in all leases and subleases therein, improvements, buildings or fixtures located thereon or therein, all easements, rights of way, and other appurtenances thereto (including appurtenant rights in and to public streets), all architectural plans or design specifications relating to the development thereof, and all claims and recorded or unrecorded interests therein, including any and all options to acquire real property.

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

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

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

“**Permitted Encumbrances**” means (a) zoning and building laws, ordinances, resolutions and regulations, (b) liens for Taxes not due and payable on or before the Effective Time, or being contested in good faith by appropriate proceedings, (c) 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 WVH Assets and (e) Permitted Liens.

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

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

**“Personal Information”** means any information that can reasonably be used to identify an individual, including “individually identifiable health information” as defined in 45 C.F.R. 160.103, demographic information, and social security numbers.

**“Personal Property”** means all tangible and intangible personal property owned, leased or used or held for use in connection with the Business, including all equipment, furniture, fixtures, machinery, vehicles, office furnishings, instruments, leasehold improvements, spare parts, and all rights in all warranties of any manufacturer or vendor with respect thereto.

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

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

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

**“Proposed Change Notification”** is defined in Section 6.3.

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

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

**“Service Area”** means the Counties of Marion, Polk, and parts of Yamhill, Clackamas, Linn and Benton, State of Oregon, and any additional Counties within the State of Oregon in which WVH or any existing or future Affiliate of WVH may be authorized in the future by the Oregon Health Authority or any successor state licensing authority to provide hospice or other healthcare services.

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

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

**“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 WVH, 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 WVH, as landlord or sublandlord, currently leases, subleases, licenses or otherwise grants to a third party a right to use all or some portion of the Real Property.

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

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

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

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

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

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

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

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

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

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

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

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

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



“**WVH Tax-Exempt Bonds**” shall refer to outstanding tax-exempt bonds for the benefit of or incurred by WVH or for which WVH is liable to pay as identified on Schedule 4.25.

**1.2 Interpretation.**

In this Agreement, unless the context otherwise requires:

- (a) references to this Agreement are references to this Agreement and the Schedules and Exhibits; each Schedule and Exhibit is hereby incorporated by reference into this Agreement and will be considered a part hereof as if fully set forth herein;
- (b) references to sections are references to sections of this Agreement;
- (c) references to any Party to this Agreement shall include references to its respective successors and permitted assigns;
- (d) the terms “hereof,” “herein,” “hereby,” and derivative or similar words will refer to this entire Agreement;
- (e) references to any document (including this Agreement) are references to that document as amended, consolidated or supplemented by the Parties from time to time;
- (f) unless the context requires otherwise, references to any Law are references to that Law as of the Closing Date, and shall also refer to all rules and regulations promulgated thereunder;
- (g) the word “including” shall be interpreted to mean including without limitation;
- (h) references to time are references to Eastern Standard or Daylight time (as in effect on the applicable day) unless otherwise specified herein;
- (i) the gender of all words herein includes the masculine, feminine and neuter, and the number of all words herein includes the singular and plural;
- (j) the terms “date hereof,” “date of this Agreement” and similar terms shall mean the date first written above; and
- (k) the phrases “Parties have delivered,” “Parties have provided,” “Parties have made available” and phrases of similar import shall mean that, prior to the date hereof, the applicable Parties have either (i) delivered to the other Parties a hard or electronic copy of the document or information in question or (ii) made such document or information available to the other Parties via an electronic data room.

**1.3 Recitals.**

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

**ARTICLE 2**  
**TRANSACTION STRUCTURE AND FUNDING COMMITMENTS**

**2.1 Transfer of Control.**

The Parties agree that the Transaction will be facilitated by the WVH board of directors taking all such actions as may be necessary or appropriate to restructure WVH as of the Effective Time to be an Oregon nonprofit corporation with members and to appoint Chapters as WVH's sole member (as defined in ORS § 65.001(30)(a)). As described in more detail in Section 2.2 and Section 2.3 below, the structure of the Transaction and the resulting allocation of corporate governance authority relating to WVH will be facilitated through the WVH board of directors approval of membership rights with Chapters holding reserved powers (described below) with respect to WVH as will be set forth in amended and restated Articles of Incorporation and Bylaws of WVH.

**2.2 Amendment of Articles of Incorporation and Bylaws.**

WVH agrees to take such actions, as necessary, to amend its Bylaws and Articles of Incorporation effective as of the Effective Time to reflect Chapters as the sole member of WVH and grant to Chapters certain reserved powers as will be reflected in amended and restated Articles of Incorporation and Bylaws. As of the Effective Time the Articles of Incorporation and Bylaws of WVH 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.

**2.3 Governance Structure and Board Composition.**

**2.3.1 Chapters Board of Directors.**

Consistent with its process for nominating individuals to serve on its board of directors, Chapters will periodically communicate with representatives of WVH and the other hospices that become part of Chapters West to identify candidates for the Chapters board of directors whose qualifications are consistent with Chapters' strategic plans.

**2.3.2 WVH Board of Directors.**

The initial post-Closing boards of directors of WVH will consist of those individual serving on such board immediately prior to the Closing and the following ex-officio voting members: (a) Chapters' President/Chief Executive Officer, Chief Operating Officer, and Chief Financial Officer, respectively, and (b) non-voting, ex-officio individuals who shall include the following officers of Chapters: Chief Business Development Officer, Chief Medical Officer, Chief People Officer, Chief Information Officer, Chief Compliance Officer, and Vice President-Foundation. The WVH board of directors will serve in accordance with the Bylaws of WVH attached as Exhibit 2.2B, and shall continue to exercise authority to oversee and direct the corporate activities and affairs of WVH, subject to the reserved powers of Chapters.



## **2.4 Purpose of Affiliation**

The Parties acknowledge and agree that the primary purpose of this Agreement is to ensure the long-term continuation of the WVH nonprofit hospice model of comprehensive, community-based hospice care in the Service Area. The Parties believe that preserving the viability of such non-profit model will improve health care equity, increase access to care, and improve quality of care within the Service Area. A primary goal of the affiliation contemplated hereunder is to continue to allow WVH to deliver uncompensated care and to provide additional hospice services that may not be eligible for reimbursement.

## **2.5 Operational Enhancements.**

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

- (a) Support Center Services. As soon as reasonably practicable after the Closing, Chapters will provide the services available through the Chapters support center office, both as currently offered and as may be offered in the future, for the benefit of WVH. Costs associated with the provision of such services will be allocated through a corporate services allocation methodology determined by Chapters after substantial input from the Chapters West hospices that takes into account the reimbursement rates and cost structures of the Chapters West hospices, as will be set forth in management agreements to be entered into between Chapters and WVH. The functions and/or departmental services provided through the Chapters support center office at the time of Closing will primarily consist of the following: financial and accounting; information and telecommunications; regulatory and corporate compliance; human resources; marketing, communications and public affairs; legal; facilities management; development and fundraising; chief medical officer support; and executive management and consulting ("Support Center Services").
- (b) Shared Services. After the Effective Time, WVH will participate in Chapters' shared services ("Shared Services") programs including those described on the attached Schedule 2.5(b). Such Shared Services will be delivered in a manner consistent with the Shared Services provided to other Chapters affiliated hospices participating in such programs. Costs associated with participation in such Shared Services programs will be reimbursed to Chapters in the same manner as such reimbursements are paid by other Chapters affiliated hospices.

## **2.6 Preservation of WVH's Legacy.**

Chapters recognizes the significant contributions that WVH has made to its local community and intends to work together with WVH following the Effective Time to ensure that WVH's legacy within its Service Area is preserved, including without limitation, by continuing to use "Willamette Vital Health" as the primary brand for hospice services in the Service Area; provided, however, that WVH may also be publicly referred to after the Effective Time as an Affiliate of Chapters.



**2.7 Proposed Chapters West Region.**

- (a) The Parties acknowledge that Chapters is independently negotiating with each of the hospices proposed to form the Chapters West region by Chapters becoming the sole member of each such hospice. Subject to completing such affiliation transactions, Chapters anticipates that the Chapters West hospices, including WVH, will be functionally structured as a region within Chapters with concomitant regional functions and services, as appropriate, and related regional job titles. The design of Chapters West will be determined by Chapters with substantial input from and collaboration with leadership of the Chapters West hospices, including WVH.
- (b) In connection with the Parties' due diligence, Chapters will provide WVH with information on Chapters' plans to affiliate with other hospice organizations as part of the formation of Chapters West.

**ARTICLE 3**  
**CLOSING**

**3.1 Closing.**

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

**3.2 Actions of WVH at the Closing.**

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

- (a) Amended and Restated Articles of Incorporation and Amended and Restated Bylaws of WVH consistent with the forms attached as Exhibit 2.2A and Exhibit 2.2B;
- (b) Copies of resolutions duly adopted by the board of directors of WVH authorizing and approving WVH performance of the Transaction and the execution and delivery of this Agreement and the documents described herein, as applicable, certified as true and in full force and effect as of the Closing Date, by the appropriate officers of WVH;
- (c) A certificate signed by an authorized officer of WVH, certifying that the conditions set forth in Section 8.1 and Section 8.2 have been satisfied;

- (d) A certificate of incumbency for the respective officers of WVH executing this Agreement or any other document contemplated herein dated as of the Closing Date;
- (e) A certificate of existence for WVH evidencing the active status of WVH 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 WVH Assets and Contract rights remain with WVH after the Closing;
- (g) The non-blocked person affidavit of WVH as described in Section 4.18(g);
- (h) A roster of those individuals elected by WVH to serve on the initial, post-Closing WVH boards of directors, together with certified resolutions of the pre-Closing WVH board of directors, approving such individuals to so serve, effective as of the Effective Time; and
- (i) Such other instruments and documents as Chapters deems reasonably necessary to complete the Transaction including evidence that all required approvals necessary for WVH to be a party to this Agreement as of the Closing and participate in the Transaction have been obtained; 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 WVH, Chapters, as noted below, shall deliver or cause to be delivered to WVH the following, duly executed by Chapters, or 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) A certificate signed by an authorized officer of Chapters certifying that the conditions set forth in Section 9.1 and Section 9.2 have been satisfied;
- (c) A certificate of incumbency for the officers of Chapters executing this Agreement or any other document contemplated herein dated as the Closing Date;
- (d) A certificate of active status of Chapters certified by the Florida Department of State dated the most practicable date prior to the Closing Date;



- (e) A roster of those Chapters representatives and other individuals designated by Chapters who will serve on the board of directors of WVH, effective as of the Effective Time; and
- (f) Such other instruments and documents as WVH deems reasonably necessary to complete the Transaction; provided, that such other instruments or documents shall be consistent with the Parties' existing agreements and covenants hereunder and shall not materially alter such agreements and covenants.

**3.4 Additional Acts.**

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

**ARTICLE 4**  
**REPRESENTATIONS AND WARRANTIES OF WVH**

As of the date hereof and as of the Closing Date (except to the extent any of the following refers to a specific date, information or disclosures subject to commitments made by WVH to maintain confidentiality, and subject to Section 12.13 of this Agreement), WVH represents and warrants to Chapters as follows:

**4.1 Organization; Capacity.**

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

**4.2 Authority; Noncontravention.**

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

- (a) are within the power of WVH and are not in contravention or violation of the terms of the articles of incorporation or bylaws of WVH 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 WVH 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 WVH, 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 WVH Assets under (i) any Contract, instrument, indenture, covenant, or understanding to which WVH is a party, or (ii) any Order or Law applicable to any of the WVH Assets or to which WVH 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 any WVH is bound or is a party; and
- (e) there are no outstanding powers of attorney executed by or on behalf of WVH.

**4.3 Subsidiaries; Minority Interests.**

Except as set forth on Schedule 4.3, WVH does 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 WVH 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 WVH to sell or transfer to such Person or to any third party any interest in WVH or any of the WVH 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 WVH.
- (b) WVH has good and marketable title to, or a valid leasehold interest in, all properties and assets, whether real, personal or mixed, or whether tangible or intangible, used by it, located on its premises, or shown on the Most Recent Balance Sheet, except for properties and assets disposed of in the Ordinary Course of Business for fair market value in arms' length transactions after the date of the Most Recent Balance Sheet.

- (c) The WVH Assets (as well as assets leased or licensed by WVH) 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 WVH is (or at the Closing, will become) a party has been, or upon execution thereof will be, duly executed and delivered by WVH, and (assuming due authorization, execution, and delivery by Chapters and all other parties thereto) this Agreement and each Transaction Document to which WVH is a party constitute legal, valid, and binding obligations of WVH enforceable against WVH in accordance with the respective terms hereof or thereof, except as enforceability may be restricted, limited or delayed by applicable bankruptcy or other Laws affecting creditors' rights generally and except as enforceability may be subject to general principles of equity.

#### **4.7 Financial Information.**

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

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

- (b) The WVH 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 WVH as of such dates and the results of operations of WVH for such periods (subject, in the case of unaudited financial statements, to normal year-end adjustments, the absence of footnotes or complete footnotes, and to any other adjustments described therein, including any notes thereto, or with



respect to pro-forma financial information, subject to the qualifications stated therein).

- (c) Except as otherwise referenced on Schedule 4.7(c), WVH has not materially changed any accounting policy or methodology during the periods presented in the WVH 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) WVH has no Knowledge of any material liabilities or obligations of any nature (whether accrued, absolute, fixed, contingent, liquidated, unliquidated, recorded, unrecorded, or otherwise) that would be required by GAAP to be reflected or reserved against on a consolidated balance sheet (or notes thereto) of WVH 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) WVH has no liability (and, to WVH'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 WVH 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 WVH 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 WVH as of the date of this Agreement (the "Material Licenses"). WVH 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 WVH to own, lease, or operate their properties and assets and to carry on the Business as currently conducted.
- (c) WVH is 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 WVH from operating the WVH Assets and carrying on the Business as currently conducted.
- (e) There is no pending, or to the Knowledge of WVH, 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, WVH has 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 WVH has submitted a plan of correction that has been accepted or approved by the applicable Governmental Authority. WVH has made available to Chapters materially accurate and complete copies of all survey reports, deficiency notices, plans of correction, and related correspondence received by the WVH Parties in connection with the Material Licenses.

**4.9 Accreditation.**

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

**4.10 Government Program Participation; Reimbursement.**

Except as set forth on Schedule 4.10:

- (a) The Facilities are certified or otherwise qualified for participation in the Government Programs and have current and valid provider agreements with such Programs (the "Program Agreements"). WVH has delivered materially accurate and complete copies of all such Program Agreements to Chapters. The Facilities are in compliance in all material respects with the conditions of participation in the Government Programs and with the terms, conditions, and provisions of the Program Agreements. The Program Agreements are each in full force and effect, and to the Knowledge of WVH 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) WVH has received all approvals or qualifications necessary for reimbursement of the Facilities by the Government Programs. All billing practices of WVH, including, but not limited to, those pertaining to Government Programs and private insurance companies, have been conducted in compliance with all applicable Laws and the billing guidelines of such third-party payors.
- (c) WVH has not received notice of any Proceeding, survey, or other action pending, and to WVH'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 WVH from the Government Programs or any such program.
- (d) No third-party payor has terminated any contract or arrangement with WVH or modified or altered any such contract or arrangement in a manner materially adverse to WVH 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 WVH under the Government Programs, all of which are in full force and effect.

**4.11 Third-Party Payor Cost Reports.**

WVH has 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) WVH has not been convicted of, or, to the Knowledge of WVH, 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 WVH, none of the officers, directors or employees of WVH 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 the WVH, WVH has 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) WVH has not received any written notice or other communication from a Governmental Authority or commercial payor that alleges that WVH 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 WVH, all of the contracts entered into by WVH 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 WVH with such physicians, health care providers, immediate family members or entities are in material compliance with all applicable Laws, and when required by such applicable Laws, are in writing, are signed by the appropriate parties, set forth the services to be provided, and provide for fair market value compensation in exchange for such services, space, or goods.

- (e) To the Knowledge of WVH, except in compliance with applicable Law, neither WVH nor any of its officers, directors or employees is a party to any contract, lease agreement or other arrangement (including any joint venture or consulting agreement) related to WVH, or the WVH 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 WVH.
- (f) To the Knowledge of WVH, neither WVH nor any of its 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) WVH has conducted its operations in all material respects in accordance with its compliance programs, and WVH: (i) has no reporting obligations pursuant to any settlement agreement entered into with any Governmental Authority; (ii) to the Knowledge of WVH, has 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 WVH); (iii) has not been a defendant in any qui tam/False Claims Act litigation (other than by reason of a sealed complaint of which WVH has no Knowledge); (iv) has 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) WVH is not a party to a corporate integrity agreement with the OIG.

#### **4.13 Information Privacy and Security Compliance.**

- (a) To the Knowledge of WVH, WVH's operations fully comply with HIPAA and the changes thereto imposed by HITECH and is in in compliance with all other applicable Information Privacy or Security Laws.
- (b) WVH has provided to Chapters materially accurate and complete copies of the compliance policies and/or procedures and privacy notices of WVH relating to Information Privacy or Security Laws. To the extent required by Information Privacy or Security Laws, WVH provides 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.**

WVH has made available to Chapters materially correct and complete copies of any bylaws and rules and regulations of the medical staff of the Facilities, as well as a materially correct and complete list of all current members of the Facilities' medical staffs. There are no (i) pending or threatened adverse actions with respect to any medical staff member of the Facilities or any applicant thereto, including any adverse actions for which a medical staff member or applicant has requested a judicial review hearing that has not been scheduled or that has been scheduled but has not been completed, (ii) pending or threatened 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) WVH owns, is licensed or otherwise has 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 WVH, WVH has not infringed upon or otherwise violated, or is infringing upon or otherwise violating, the Intellectual Property rights of any Person.
- (c) To the Knowledge of WVH, no Person or any products or services of any Person is infringing upon or otherwise violating any Intellectual Property rights of WVH.
- (d) To the Knowledge of WVH, 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 WVH to any Person.
- (e) WVH 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 WVH 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 WVH Assets.
- (f) WVH does not own any patents, registered trademarks, registered service marks or registered copyrights related to any of the WVH Assets.
- (g) WVH has not received written notice of any Proceeding involving a possible infringement or other violation by WVH of any Intellectual Property rights by of any Person, and WVH has 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 includes a materially complete and accurate description of all Contracts that (i) are entered into by WVH with a physician or any other party which to WVH'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 \$200,000 annually and which cannot be terminated without cause upon less than ninety (90) calendar days' notice, (the Contracts described in Section 4.16(a)(i)-(iii) above are collectively referred to herein as the "Material Contracts"). Schedule 4.16 identifies with respect to each such Material Contract appearing thereon the applicable criteria noted in Section 4.16(a)(i)-(iii) above that requires listing on Schedule 4.16, the date and title of the Material Contract and the parties thereto. WVH 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 WVH and, to the Knowledge of WVH, of each other party thereto, enforceable against WVH, and, to the Knowledge of WVH, 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 WVH, is not (with or without notice or lapse of time or both) in breach or default thereunder and, to the Knowledge of WVH, 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) WVH has 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.

**4.17 Personal Property.**

To the Knowledge of WVH, no Person other than WVH 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 WVH 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 WVH; and (d) property owned by third parties but in the possession of WVH and held on a consignment basis for sale or other disposition.

**4.18 Real Property.**

- (a) Schedule 4.18(a) sets forth a materially correct and complete list of the addresses of each parcel of Owned Real Property and all such Owned Real Property is owned by WVH 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 WVH, including the date of, and name of each of the parties to, such Tenant Lease. WVH holds good and marketable leasehold title to each parcel of the Leased Real Property.
- (c) Schedule 4.18(c) sets forth a materially correct and complete list and of all existing Third Party Leases, including the following information with respect to each: (i) the 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) WVH 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) WVH has 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) WVH is 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, WVH shall execute and deliver to Chapters an affidavit certifying that it is not a "blocked person" under Executive Order 13224, the form of which shall be acceptable to Chapters.

- (h) To the Knowledge of WVH, 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 WVH'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), WVH has not received written notice 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 WVH, 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 WVH, all approvals, licenses and permits required for said utilities have been obtained and are in force and effect. All of said utilities are installed and operating, and all installation and connection charges have been paid in full.
- (k) WVH has not received written notice 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 WVH as of the date of this Agreement covering the Business and the WVH 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 WVH, 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. WVH has 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 WVH.

**4.20 Employee Benefit Plans.**

- (a) WVH has provided or made available to Chapters copies of each of the following that is sponsored, maintained or contributed to by WVH, or any WVH ERISA Affiliate, as defined below, for the benefit of the employees of WVH:
  - (i) Each “employee benefit plan” for the benefit of the current or former employees of WVH, 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 WVH, 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. WVH 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 “WVH ERISA Affiliate” shall mean any person (as defined in § 3(9) of ERISA) that together with WVH would be treated as a single employer under § 4001(b) of ERISA, or would be aggregated with WVH 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 WVH in connection with the Plans and the Benefit Programs and Agreements have been performed in all material respects;
- (ii) WVH 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 WVH, 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 WVH, 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 WVH has any liability with respect to any plan subject to Title IV maintained by any former WVH ERISA Affiliate (with respect to that period in which such former WVH ERISA Affiliate was a WVH ERISA Affiliate);
- (vi) To the Knowledge of WVH, 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) WVH has no any liability, contingent or otherwise, relating to a Title IV Plan that is a “multiemployer plan” as defined in § 3(37) and 4001(a) (3) of ERISA; and

- (viii) WVH does not maintain or contribute to any defined benefit pension plan that is not a Title IV Plan.
- (e) WVH 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 WVH 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) WVH does 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 WVH, except as required by the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended. Neither WVH nor any WVH ERISA Affiliate maintains or contributes to a trust, organization or association for the benefit of the employees of WVH or any WVH ERISA Affiliate described in any of §§ 501(c)(9), 501(c)(17) or 501(c)(20) of the Code.

**4.21 Employee Matters.**

- (a) Schedule 4.21(a) contains a list of all employees of WVH, their current salary or wage rates, bonus and other compensation, 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. WVH, and each of the Plans have properly classified individuals providing services to WVH as independent contractors or employees, as the case may be. All current employees of WVH are employees at-will, unless otherwise specified on Schedule 4.21(a). Except as disclosed on Schedule 4.21(a), WVH is not a party to any oral (express or implied) or written employment agreement, severance agreement, or retention agreement with any individual.
- (b) WVH is not delinquent in payments to any of its employees for any wages, salaries, commissions, bonuses or other direct compensation for any services performed for it or any other amounts required to be reimbursed to such employees (including accrued paid time off and other benefits) or in the payment to the appropriate Governmental Authority of all required Taxes, insurance, social security and withholding thereon, except to the extent that such delinquency in payment would not, individually or in the aggregate, materially and adversely affect WVH.
- (c) Except as set forth on Schedule 4.21(c): (i) there is no pending or threatened employee strike, work stoppage or labor dispute at any of the Facilities; (ii) to the Knowledge of WVH, no question exists respecting union representation of any employees of WVH, no demand has been made for recognition by a labor



organization by or with respect to any employees of WVH, no union organizing activities by or with respect to employees of WVH are taking place, and no employees of WVH are represented by any labor union or organization; (iii) no collective bargaining agreement exists or is currently being negotiated by WVH; (iv) there is no unfair labor practice claim against WVH before the National Labor Relations Board pending or, to the Knowledge of WVH, threatened against or involving the Business; (v) to WVH's Knowledge, it is 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) WVH is not engaged in any unfair labor practices; (vii) there are no material pending or, to the Knowledge of WVH, threatened complaints or charges before any Governmental Authority regarding employment discrimination, safety or other employment-related charges or complaints, wage and hour claims, unemployment compensation claims or workers' compensation claims; and (viii) except as otherwise expressly provided in this Agreement, WVH will not be subject to any claim or liability for severance pay as a result of the consummation of the Transaction. WVH has no reason to believe that any Proceedings may be brought or threatened against WVH.

**4.22 Litigation.**

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

**4.23 Tax Matters.**

Except as disclosed on Schedule 4.23:

- (a) To the Knowledge of WVH, WVH (i) is, and has been since the date of its incorporation, (i) an organization exempt from federal income tax under § 501(a) of the Code 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 they are organizations 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,
- (b) To the Knowledge of WVH, WVH (i) is in compliance in all material respects with all applicable Laws pertaining to the operation of an organization described in § 501(c)(3) of the Code, as applicable, and (ii) has not entered into any transaction that would reasonably be expected to constitute an "excess benefit transaction" within the meaning of § 4958 of the Code.

- (c) To the Knowledge of WVH, the interests in the Real Property of WVH are, and shall be through the Closing Date, exempt from all real and personal property Taxes, sales and use Taxes and there are no municipal assessments on, related to or under consideration for any of the Real Property.
- (d) WVH has filed all Tax Returns that it was required to file and has paid all Taxes shown thereon as owing. Except with respect to waivers or extensions that are no longer in force, WVH 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.
- (e) WVH has withheld and paid all material Taxes required to have been withheld and paid by it in connection with amounts paid or owing to any employee, independent contractor, creditor or other third party, and all Internal Revenue Service Forms W-2 and 1099 required with respect thereto have been properly completed and timely filed (taking into account all extensions).
- (f) No Liens for Taxes exist with respect to any of the WVH Assets, except for Permitted Encumbrances.
- (g) WVH has not received any written notice from any Governmental Authority of deficiency or assessment, or proposed adjustment or assessment, in respect of Taxes of WVH. To the Knowledge of WVH, there are no pending or threatened Proceedings relating to any liability in respect of Taxes of WVH.

**4.24 Environmental Matters.**

- (a) Except as disclosed on Schedule 4.24: (i) WVH has no Knowledge that WVH, the Real Property or any improvements on the Real Property are in violation of any Environmental Laws; (ii) WVH has not received any written notice that remains outstanding from a Governmental Authority or any other Person that alleges that WVH is in violation of or liable pursuant to applicable Environmental Laws; and (iii) WVH has no Knowledge of any facts which would reasonably be expected to form the basis for any such liability.
- (b) WVH has been duly issued, and currently has 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 WVH, 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 WVH has not used any portion of the Real Property as a dump or landfill.
- (d) WVH 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.**

- (a) Schedule 4.25 sets forth a materially correct and complete list of all of the WVH Tax-Exempt Bonds, including any trust indenture, loan agreement or other agreement entered into in connection with the WVH Tax-Exempt Bonds (the "WVH Tax-Exempt Bond Documents"). WVH has made available to Chapters correct and complete copies of the WVH Tax-Exempt Bond Documents.
- (b) Except as set forth on Schedule 4.25, to the Knowledge of WVH, no WVH is not in violation of any of the terms and conditions of any WVH Tax-Exempt Bond Documents, and no event or condition exists that constitutes an event of default under any such documents or that with the passing of time or the giving of notice, or both, would constitute an event of default under any such documents;
- (c) WVH is not aware of any event or condition, that has occurred or exists that would adversely affect the tax-exempt status under federal law of the interest payable on any WVH Tax-Exempt Bonds and no inquiry or notice has been received from the Internal Revenue Service and no Proceeding by or before any Governmental Authority is pending or, to the Knowledge of WVH, threatened, which challenges the tax-exempt status under federal law of the interest payable on any WVH Tax-Exempt Bonds.
- (d) Any arbitrage rebate payments required to be paid with respect to the WVH Tax-Exempt Bonds under § 148(f) of the Code and the Treasury Regulations thereunder have been paid to the United States, in the manner on the dates and in the amounts required by § 148(f) of the Code and the Treasury Regulations thereunder.
- (e) Between the date hereof and the Closing Date, WVH will use its commercially reasonable efforts to ensure that WVH does not take any action or fail to act if such action or failure to act would reasonably be expected to adversely affect the tax-exempt status under federal law of the interest payable on any WVH Tax-Exempt Bonds or would, with the passage of time, reasonably be expected to constitute an event of default with respect to any WVH Tax-Exempt Bond Documents. Nothing contained in this subsection will restrict the ability of WVH to retire the WVH Tax-Exempt Bonds.
- (f) WVH has not entered into, and between the date of this Agreement and the Closing, WVH will not enter into, any lease, management contract, service agreement, or other similar arrangement with a private entity or person which would be considered a private use of facilities financed with the proceeds of WVH Tax-Exempt Bonds if such private use, combined with any other private uses with respect to the WVH Tax-Exempt Bonds, would reasonably be expected to cause any WVH Tax-Exempt Bonds to cease qualifying for tax-exempt status under Code § 103.

**4.26 Other Indebtedness.**

- (a) Schedule 4.26 sets forth a materially correct and complete list of all WVH Taxable Debt, including any trust indenture, loan agreement or other agreement entered into in connection with WVH Taxable Debt (the “WVH Taxable Debt Documents”). WVH has made available to Chapters correct and complete copies of the WVH Taxable Debt Documents.
- (b) Except as set forth as Schedule 4.26, to the Knowledge of WVH, WVH is not in violation of any of the terms and conditions of any WVH Taxable Debt Documents and no event or condition exists that constitutes an event of default under any such documents or that with the passing of time or the giving of notice, or both, would constitute an event of default under any such documents.

**4.27 Absence of Changes.**

Except as set forth on Schedule 4.27, since WVH’s most recent fiscal year ending 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 WVH Assets, whether or not covered by insurance;
- (c) strike, work stoppage, lockout or other significant labor dispute or, to WVH’s Knowledge, commencement of organization activity with respect to the workforce of WVH;
- (d) sale, transfer or other disposal of any of the WVH Assets, except in the Ordinary Course of Business;
- (e) Encumbrance imposed on any of the WVH 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 WVH outside the Ordinary Course of Business or not otherwise permitted by this Agreement; or
- (h) agreement, whether in writing or otherwise, by WVH to take any of the actions set forth in this Section 4.27 or not otherwise permitted by this Agreement.



**ARTICLE 5**  
**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 WVH, as follows:

**5.1 Organization; Capacity.**

Chapters is a corporation duly organized, validly existing and with an active status under the laws of the State of Florida. Chapters is qualified to do business under all applicable Laws of any Governmental Authority having jurisdiction over its businesses and to own its properties and conduct its business in the place and manner now conducted. Chapters has the requisite power and authority to enter into this Agreement and the other Transaction Documents to which Chapters is (or at the Closing, will become) a party and to perform its obligations hereunder and thereunder. The execution and delivery by Chapters of this Agreement and documents described herein to which it is (or at the Closing, will become) a party, the performance by Chapters of its obligations under this Agreement and documents described herein to which it is a (or at the Closing, will become) Party and the consummation by Chapters of the Transaction, as applicable, have been, or will be prior to the Closing, duly and validly authorized and approved by all necessary corporate actions on the part of Chapters, none of which actions have been modified or rescinded and all of which actions remain in full force and effect.

**5.2 Authority; Noncontravention.**

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

- (a) are within Chapters' powers and are not in contravention or violation of the terms of the articles of incorporation or bylaws of Chapters and have been, or will be prior to the Closing, approved by all requisite corporate action;
- (b) except as set forth on Schedule 5.2(b), do not require that Chapters seek or obtain any Approval of, filing or registration with, the issuance of any material Permit by, or give any Notice to, any Governmental Authority;
- (c) assuming the Approvals and Permits set forth on Schedule 5.2(b) are obtained, to the Knowledge of Chapters, will not conflict in any material respect with, or result in any violation of or default under (with or without notice or lapse or both), or give rise to a right of termination, cancellation, acceleration or augmentation of any obligation or to loss of any material benefit under, (i) any Contract, instrument, indenture, covenant, or understanding to which Chapters is bound or is a party, or (ii) any Order or Law to which Chapters may be subject;
- (d) to the Knowledge of Chapters, will neither conflict with, nor result in, a material breach or contravention of any agreement, lease, instrument, indenture, covenant, or understanding to which Chapters is bound or is a party; and

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

**5.3 Binding Agreement.**

This Agreement has been, and each Transaction Document to which Chapters is (or at the Closing, will become) a party has been, or upon execution thereof will be, duly executed and delivered by Chapters and (assuming due authorization, execution, and delivery by WVH 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, 2023, and December 31, 2022.
  - (ii) the unaudited consolidated balance sheet (including the accompanying consolidating schedules of balance sheet information) and unaudited consolidated statement of operations (including the accompanying consolidating schedules of statement of operation information) prepared in the Ordinary Course of Business for the fiscal period ending on a date which is not more than sixty (60) calendar days prior to the 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 before any court or Governmental Authority that has or would reasonably be expected to have a material adverse effect



on Chapters' ability to perform this Agreement; and (ii) Chapters is not subject to any Order that would materially and adversely affect the consummation of the Transaction.

**5.6 Regulatory Compliance.**

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

- (a) Neither Chapters nor, to Chapters' Knowledge, any of its respective officers, directors or employees, have been convicted of, charged with investigated for, or have engaged in conduct that would reasonably be expected to constitute, a 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 to Chapters' Knowledge, any officer, director or employee of Chapters has been excluded from participating in any Government Program, subject to sanction pursuant to 42 U.S.C. § 1320a-7a or § 1320a-8 or been convicted of a crime described at 42 U.S.C. § 1320a-7b, nor are any such exclusions, sanctions or charges threatened or pending.
- (b) Chapters (i) is not a party to a corporate integrity agreement with the OIG; (ii) has no reporting obligations pursuant to any settlement agreement entered into with any Governmental Authority; (iii) has not been formally notified that it is the subject of any Government Program investigation conducted by any federal or state enforcement agency (not including routine or random surveys, audits or reviews which do not or reasonably should not result in findings materially adverse to the relevant Chapters); and (iv) has not been formally notified that it is a defendant in any qui tam/False Claims Act litigation (other than by reason of a sealed complaint of which Chapters may have no Knowledge).
- (c) Except in compliance with applicable Law, neither Chapters, nor to Chapters' Knowledge, any of their officers, directors or employees is a party to any contract, lease agreement or other arrangement (including any joint venture or consulting agreement) related to Chapters with any physician, physical or occupational therapist, health care facility, hospital, nursing facility, home health agency or other person or entity that is in a position to make or influence referrals to or otherwise generate business for Chapters with respect to its assets, to provide services or lease space or equipment.

**5.7 Tax Matters.**

Except as set forth on Schedule 5.7:

- (a) To the Knowledge of Chapters, Chapters (i) is and has been since the date of its incorporation, an organization exempt from federal income tax under § 501(a) of the Code as an organization that is described in § 501(c)(3), (ii) is not a private foundation within the meaning of § 509(a) of the Code because it is an organization

described in §§ 509(a)(1), 509(a)(2) or 509(a)(3), (iii) is in possession of a determination letter from the Internal Revenue Service to such effect, which determination letter has not been revoked or otherwise modified, (iv) is in compliance in all material respects with all applicable Laws pertaining to the operation of an organization described in § 501(c)(3) of the Code, and (v) has not entered into any transaction that would 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 Due Diligence Review.**

Chapters has conducted a due diligence review of WVH’s financial condition, including a review of the WVH Historical Financial Information and other information regarding the operations of WVH, has met with WVH’s CEO and certain managers, and has had an opportunity to review documents that WVH has provided or that Chapters has requested. Chapters has utilized such access as it deems necessary for the purposes of evaluating the financial condition of WVH and to assess the accuracy and completeness of the WVH Historical Financial Information provided to Chapters. Other than the express representations and warranties in this Agreement, the disclosure schedules, and any other ancillary documents referenced herein, Chapters has not relied on any statement or representation of any employee, director, agent or representative of WVH. Chapters further acknowledges that, except for the express representations or warranties in this Agreement, the disclosure schedules and any other ancillary documents, Chapters agrees that the



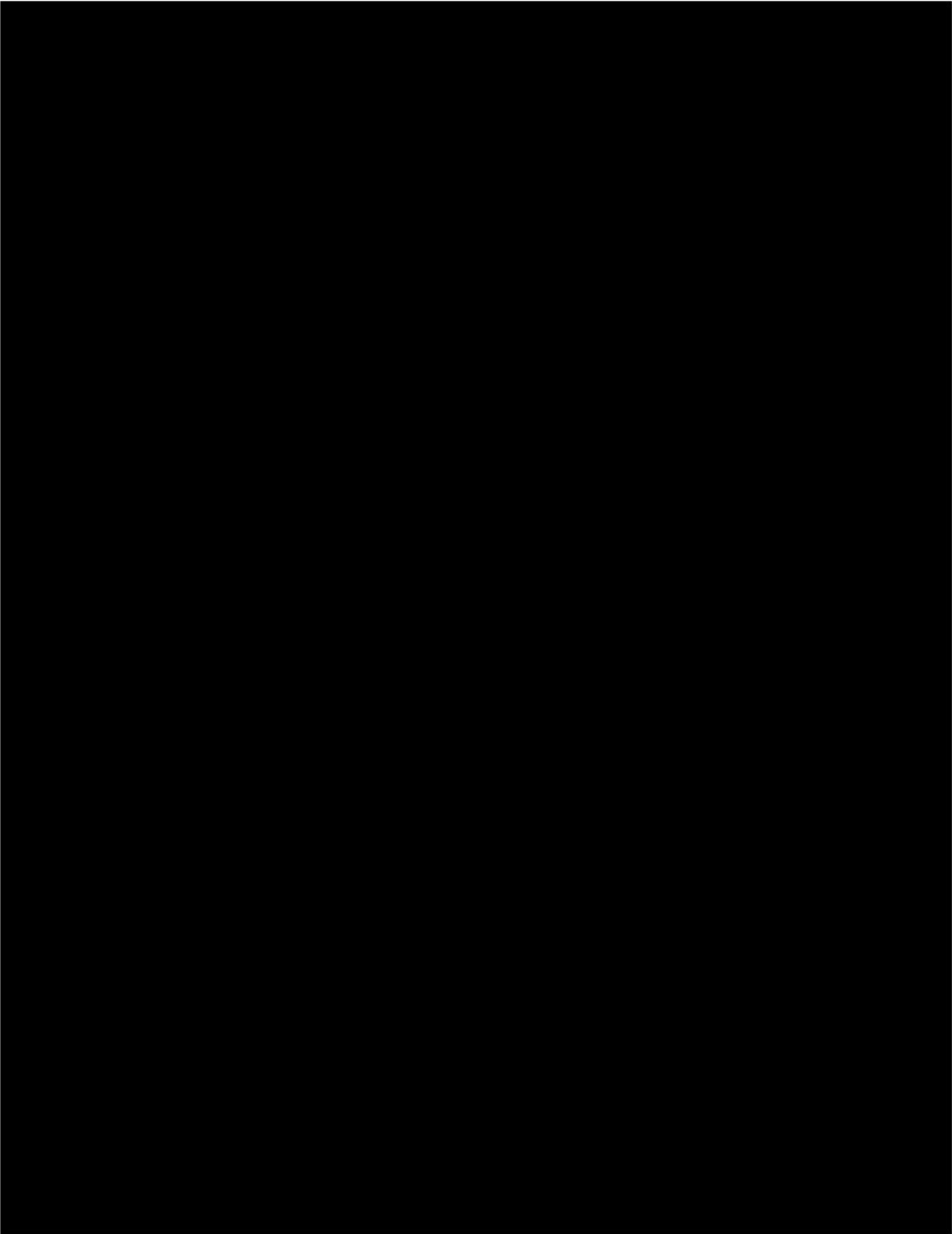
assets of WVH (including real property) have no warranty and are taken in an “AS IS, WHERE IS” condition as existing at the Closing.

**ARTICLE 6**  
**PRE-CLOSING COVENANTS OF THE PARTIES**

The covenants of the Parties set forth in this Article 6 shall apply to the period between the 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) WVH 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 WVH and shall cause the directors, employees, accountants, and other agents and representatives of WVH to reasonably cooperate in connection with Chapters’ due diligence investigation of WVH’s assets, contracts, liabilities, operations, records and other aspects of the operations, business and affairs of WVH, and (ii) Chapters shall provide to WVH and its authorized representatives such reasonable and customary access to and an opportunity to inspect, investigate and review all facilities, books and records of Chapters and shall cause the directors, employees, accountants, and other agents and representatives of Chapters to reasonably cooperate with WVH’s due diligence investigation of Chapters’ assets, contracts, liabilities, operations, records and other aspects of the operations, business and affairs of Chapters. All due diligence will be conducted by each Party in a manner that will not unreasonably interfere with the other Party’s ongoing operations.





**6.3 Negative Covenants.**

From the date hereof to the Effective Time, except as set forth on Schedule 6.3 or in the Ordinary Course of Business, upon the written approval of Chapters (which approval shall not be unreasonably withheld, conditioned or delayed), as may be required by applicable Law, or as contemplated or permitted by this Agreement, WVH will not, with respect to the Business or otherwise regarding the WVH Assets:

- (a) enter into any Contract (i) that involves direct or indirect payments to or from physicians or, to the Knowledge of WVH, other potential sources of referrals (or Persons owned or controlled, in whole or in part, by physicians or, to the Knowledge of WVH, potential sources of referrals, including those in a position to influence referrals) of a base compensation or fee of more than \$100,000 annually (or \$100,000 annually in the case of a Contract renewal), (ii) that is an employment agreement that commits to the payment of annual base compensation greater than \$100,000 and that is for a term greater than one year (regardless of whether such agreement satisfies the standards described in Section 6.3(a)(i)), (iii) that will restrict the ability of WVH to compete in any manner in any geographic area, (iv) that is with a union or other collective bargaining group, or (v) that is with a managed care payor or other third-party payor;
- (b) enter into any other Contract except for Contracts that satisfy each of the following requirements: (i) the Contract does not contain any restrictive covenant, change of control or other Contract provision that would trigger any modification or termination of the Contract or that requires the consent from or notice to any third party to the Contract as a result of the Transaction, and (ii) the Contract does not involve the payment or receipt of more than \$100,000 annually (or \$100,000 in the case of a Contract renewal);
- (c) amend or terminate any Contract that is of the type referenced in either Section 6.3(a) or Section 6.3(b) above;
- (d) materially increase compensation payable to, or to become payable to, or make or agree to make a bonus payment to, any employee, physician, director, or officer or under any consulting or independent contractor Contract, except in the Ordinary Course of Business in accordance with existing personnel policies as necessary to comply with Contracts that are binding on WVH as of the date of this Agreement;
- (e) (i) by action or inaction, abandon, terminate, cancel, forfeit, waive or release any material rights of WVH, in whole or in part, with respect to the WVH Assets or encumber any of the WVH Assets (other than purchase money security interests or vendor financing entered into in the Ordinary Course of Business); (ii) effect any corporate merger, business combination, reorganization or similar transaction or take any other action, corporate or otherwise; or (iii) settle any dispute or threatened dispute with any Governmental Authority regarding the WVH Assets in a manner that materially and adversely affects the Business;

- (f) except as set forth on Schedule 6.3(f) or for an emergency capital expenditure, make any material unbudgeted capital expenditure commitment for additions to property, plant, equipment, intangible or capital assets or for any other purpose, other than for emergency repairs or replacement;
- (g) fail to maintain the books, accounts and records of WVH in accordance with GAAP consistently applied;
- (h) amend the Articles of Incorporation, Bylaws or other comparable charter or organizational documents of WVH, except as required by this Agreement;
- (i) adopt or amend any new or existing Plans of WVH (other than such routine amendments as may be necessary for regulatory compliance);
- (j) apply for or become subject to the appointment of a receiver, trustee or liquidator, make an assignment for benefit of its creditors, admit in writing its inability to pay its debts as they become due, or file a voluntary petition in any court of competent jurisdiction seeking protection from creditors or declaring itself insolvent and unable to meet its obligations when due;
- (k) incur any unbudgeted long-term indebtedness;
- (l) alter title to the Owned Real Property as it exists on the date of this Agreement, between the date of this Agreement and Closing; or
- (m) sell, assign or otherwise transfer any lease of the Leased Real Property or enter into any sublease, license or occupancy agreement with respect to all or any portion of the Leased Real Property.

**6.4 Notification of Certain Matters.**

- (a) From the date hereof to the Effective Time, WVH 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 WVH contained in this Agreement to be untrue in any material respect, and (ii) any failure of WVH 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 WVH 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.**

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

**6.7 Additional Financial Information.**

Within thirty (30) days following the end of each calendar month prior to the Closing Date, WVH will deliver to Chapters, copies of the unaudited consolidated balance sheets and the related unaudited combined income statements relating to the Business for each month then ended. Within ten (10) days of receipt, WVH will deliver to Chapters for fiscal years ending prior to the Closing Date audited consolidated balance sheets, statements of operation, statements of changes in net assets, and statements of cash flow (including the accompanying consolidating schedules of balance sheet information and statement of operation information). Such financial statements shall have been prepared from and in accordance with WVH'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 in the case of the unaudited monthly statements, such financial statements need not include required footnote disclosures, nor reflect normal year-end adjustments or adjustments that may be required as a result of the Transaction.

**6.8 Closing Conditions.**

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

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

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

**7.1 Employees.**

- (a) Subject to Chapters' standard hiring practices and policies, Chapters intends that all of WVH's employees who are employed and in good standing with WVH as of the Closing will continue to be employees of WVH for at least an interim period after the Closing operating as part of the Chapters health system. In addition, Chapters shall offer employment to those senior staff employees of WVH identified on Schedule 7.1(a), for not less than a twelve (12) month period from the date of this Agreement at materially the same compensation and benefits received by such employees prior to Closing. In general, continuing employment for retained employees will be pursuant to terms and conditions that are substantially comparable to those that exist prior to the Closing.
- (b) Attached as Schedule 7.1(b) is a list 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 WVH to any employee or former employee of WVH.

**7.2 Restricted Funds.**

Chapters and WVH will continue to be bound by and honor the terms of all endowments and/or donor-restricted funds, and the beneficial interests of the Parties in any gifts or bequests shall continue. Future contributions to each of the Parties, whether under will, deed of trust or otherwise, shall be treated as contributions to the named Party.

**7.3 Restrictions on Use of WVH Assets.**

All assets on WVH's balance sheet as of the Closing and any proceeds from the sale of any real property or health facility owned by WVH as of the Closing, will continue to be used solely for qualifying end of life, hospice or palliative care charitable purposes in the Service Area, and in any expanded service area and for any other healthcare purpose approved by a majority of the "Elected Directors," as that term is defined in WVH's Bylaws attached as Exhibit 2.2B. A copy of



WVH's balance sheet as of the Closing will be attached hereto and made a part hereof as Schedule 7.3.

**7.4 Local Fundraising; Charitable Contributions.**

To the extent that after the Effective Time WVH engages in local fundraising or receives charitable contributions, all such funds and contributions shall, unless otherwise approved by a majority of the Elected Directors (excluding any WVH board members who are also Chapters officers, directors or employees), be irrevocably dedicated for qualifying end of life, hospice and palliative care charitable purposes in the Service Area of WVH.

**7.5 Restrictive Grants of Investment Assets.**

Notwithstanding any provision herein to the contrary, before or any time after the Effective Time, the Elected Directors may by majority vote or consent cause WVH to make one (1) or more restrictive grants of the assets described in Section 7.3 (the "Investment Assets") to Chapters Health Foundation, Inc., a Florida not for profit corporation that is exempt from federal income taxes pursuant to Section 501(c)(3) of the Internal Revenue Code. Any such grants of Investment Assets shall be restricted as to purpose and use which will be as described in Section 7.3 of this Agreement. During the Probationary Period, as defined below, WVH shall not sell, distribute, gift, grant or otherwise transfer the Investment Assets to any other party without the approval of a majority of the Elected Directors.

**7.6 Access to Information.**

The Parties acknowledge that, subsequent to the Effective Time, Chapters and WVH may need access to information and documents in the control or possession of the other for purposes of completing the Transaction, audit preparation, compliance with Laws and other legitimate business purposes. The Parties agree that they will provide such information and documents in their possession or control to the other Parties, their attorneys and independent auditors as shall be reasonably necessary or appropriate for the purposes described in this Section 7.6, subject to all applicable Laws, specifically including the Laws pertaining to antitrust and competition.

**ARTICLE 8**

**CONDITIONS PRECEDENT TO OBLIGATIONS OF CHAPTERS**

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

**8.1 Representations and Warranties.**

The representations and warranties of WVH 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.**

WVH 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 WVH 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.

**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.**

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

**8.7 Post-Closing Compliance with Laws and Regulations.**

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

**8.8 Tax-Exempt Status of WVH.**

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



Code § 501(c)(3) federal income tax-exempt status of WVH 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 WVH, and the WVH 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 WVH 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 WVH 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 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 9**  
**CONDITIONS PRECEDENT TO OBLIGATIONS OF WVH**

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

**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.**

WVH shall have obtained documentation or other evidence reasonably satisfactory to WVH 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 the WVH Parties delay, postpone or forebear from the Closing.

**9.5 Closing Documents.**

Chapters shall have executed and delivered to WVH 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 Post-Closing Compliance with Laws and Regulations.**

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

**9.7 Tax-Exempt Status of Chapters.**

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



**9.8 Completion of Due Diligence.**

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

**9.9 No Material Adverse Effect.**

No Material Adverse Effect shall have occurred.

**9.10 Schedules, Exhibits, Attachments, and Ancillary Documents.**

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

**9.11 Further Assurances.**

WVH 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.

**9.12 Approvals.**

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

**9.13 Chapters West.**

WVH shall have received such evidence as it deems reasonably necessary to confirm that (i) at least two (2) other not for profit hospice organizations, in addition to WVH, shall have entered into binding affiliation agreements with Chapters and will become members of Chapters West at the closing of such affiliation agreements; and (ii) Chapters shall not be aware of any violation, breach, default or other condition related to such affiliation agreements that could reasonably be expected to result in a failure to close the transactions contemplated by such affiliation agreements.

**ARTICLE 10**  
**TERMINATION**

**10.1 Termination Prior to Closing.**

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

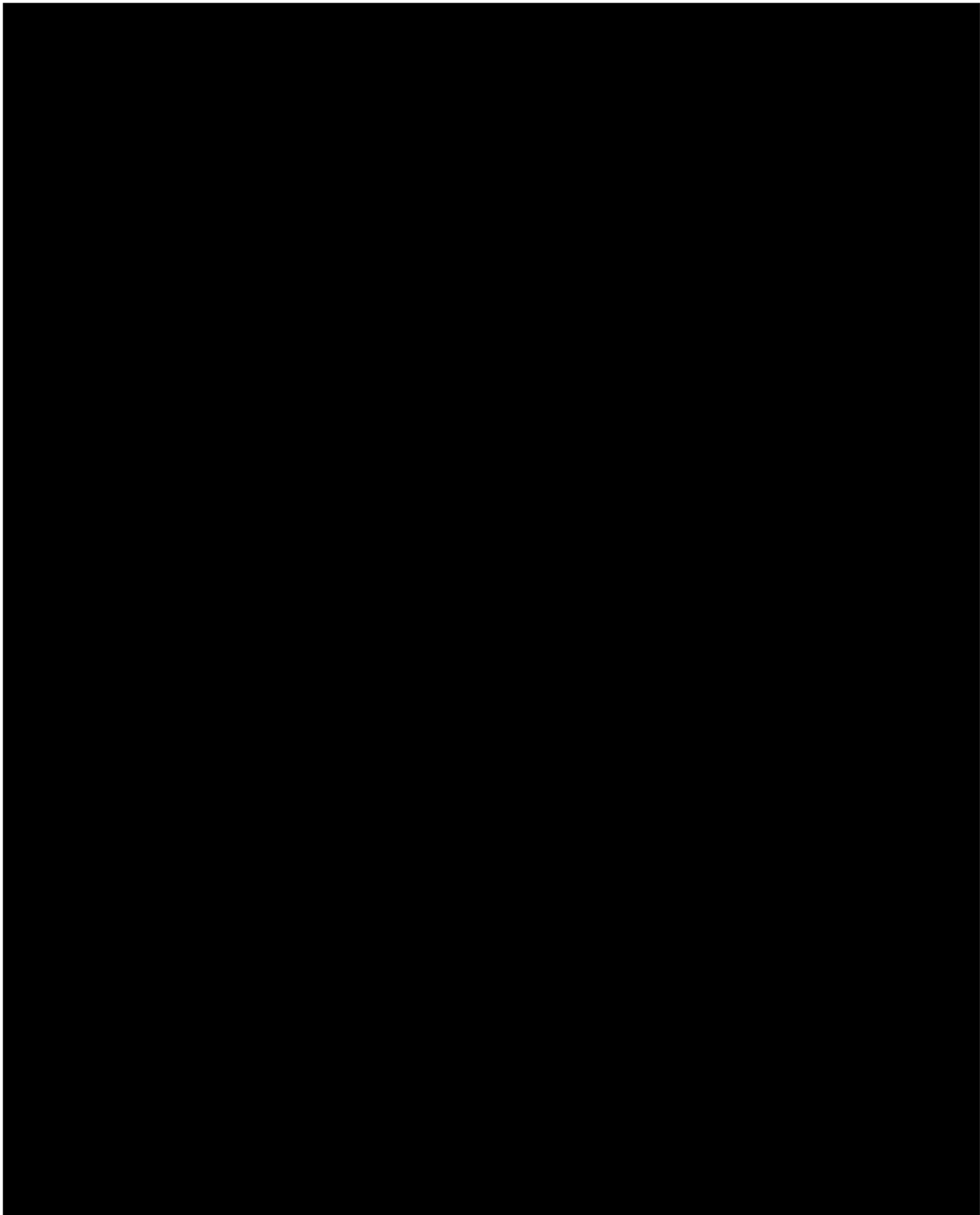
- (a) by mutual consent in writing of Chapters and WVH;

- (b) by WVH, 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 WVH to Chapters specifying such breach;
- (c) by Chapters, if WVH breaches in any material respect any of the representations, warranties, covenants or other agreements of WVH 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 WVH specifying such breach;
- (d) by Chapters or WVH, 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 WVH, if satisfaction of any of the conditions in Article 9 is or becomes impossible and WVH 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 WVH 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 WVH 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) WVH's failure to provide its 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 WVH, 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 December 31, 2024, or such other date as mutually agreed in writing by the Parties.

**10.2 Effect of Termination Prior to Closing.**

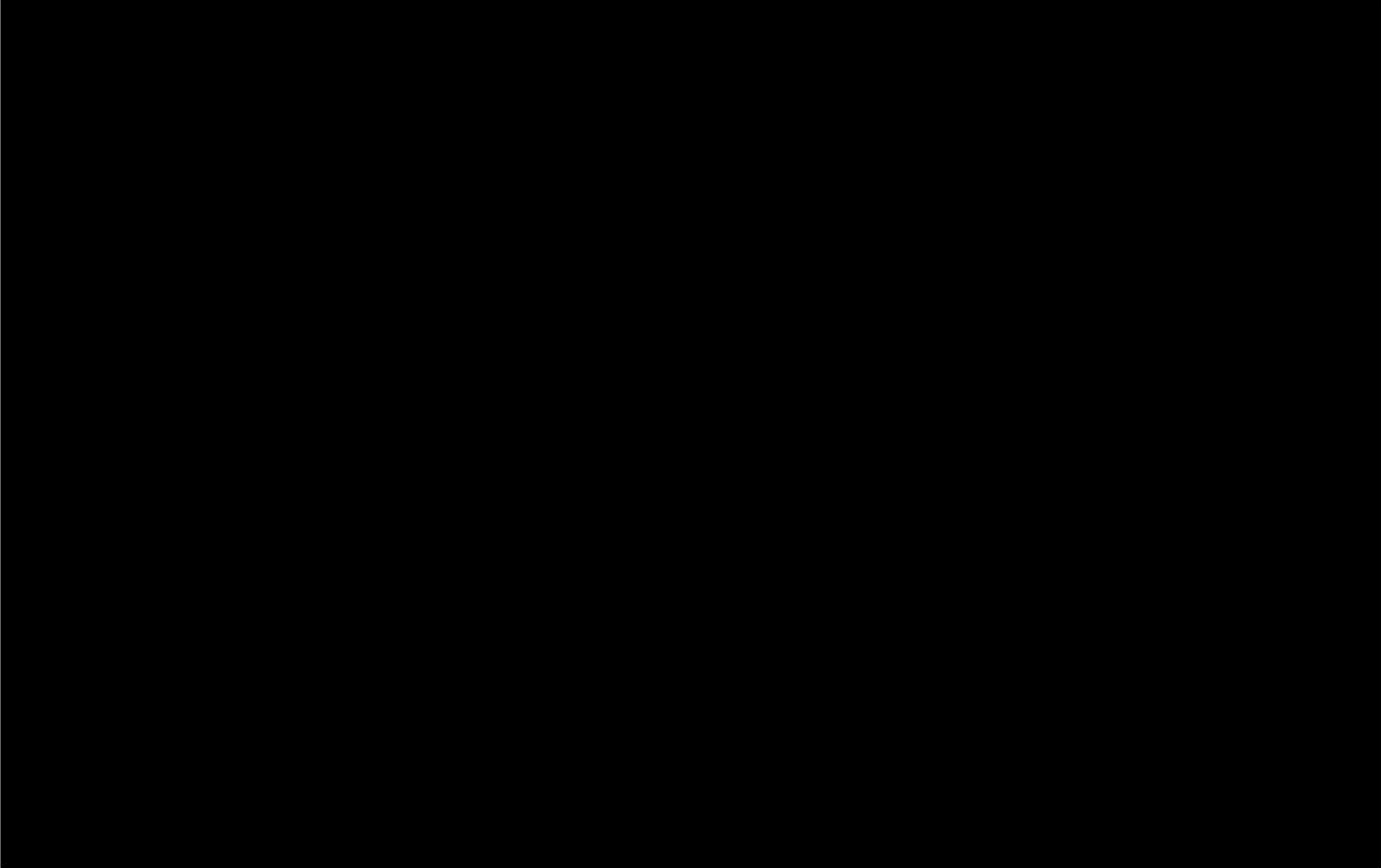
In the event that this Agreement is terminated by either Chapters or WVH pursuant to Section 10.1, this Agreement shall forthwith become void and have no effect, and all rights and obligations of the Parties under this Agreement shall terminate, without any liability or obligation of any Party to any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







ARTICLE 11  
ADDITIONAL AGREEMENTS



**11.2 Confidentiality.**

Each Party agrees to remain subject to and bound by the terms of that certain mutual non-disclosure agreement dated as of March 8, 2024 (the "Confidentiality Agreement"), which is incorporated by reference into this Agreement, until the Closing; provided, however, that if this Agreement is terminated pursuant to Section 10.1 herein, the Confidentiality Agreement shall survive any such termination and shall continue in full force and effect thereafter in accordance with its terms, conditions, and other provisions with the exception of any exclusive dealing covenants which shall be deemed terminated and no longer of any force or effect. No Party will make any public disclosure or issue any press releases pertaining to the existence or terms and



conditions of this Agreement or the Transaction between the Parties without having first obtained the written consent of the other Parties, except for communications with governmental or regulatory agencies as may be legally required, necessary or appropriate solely with respect to the Transaction, and which are not inconsistent with the prompt consummation of a Transaction as contemplated by this Agreement. 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.**

- (a) 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.
- (b) Subject to Section 11.3(a), the Parties acknowledge and agree that in the event of any Dispute arising out of or relating to this Agreement after the Closing, the Oregon Department of Justice shall have the continuing authority to enforce this Agreement.

**11.4 Injunctive Relief.**

- (a) Chapters agrees that WVH 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 WVH 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) WVH agrees that Chapters would be damaged irreparably in the event that WVH breaches any of the provisions of this Agreement or fails to perform such provisions in accordance with their specific terms. Accordingly, WVH agrees 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.

**ARTICLE 12**  
**GENERAL**

**12.1 Notice.**

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

If to Chapters: Chapters Health System, Inc.  
12470 Telecom Drive, Suite 300 West  
Temple Terrace, FL 33637  
Attention: Andrew K. Molosky, President & CEO  
Email: [REDACTED]

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: [REDACTED]

If to Willamette Vital Willamette Valley Hospice, Inc.  
Health: d/b/a Willamette Vital Health  
1015 3rd Street NW  
Salem, OR 97304  
Attention: Iria Nishimura, President & CEO



with a copy to:  
(which shall not  
constitute notice):

Wayne Kinkade, Esquire  
Saalfeld Griggs PC  
250 Church Street SE  
Park Place, Suite 200  
Salem, OR 97301  
Email: [REDACTED]

**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 Marion, 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. WVH 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, WVH will pay the fees, expenses and disbursements of WVH 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 their 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 Chapters and WVH 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 WVH 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 WVH 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 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.

*[Signatures on the Following Page]*



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

CHAPTERS:

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

By: \_\_\_\_\_

Name:

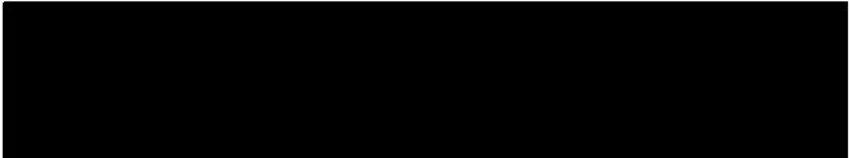
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Title:

\_\_\_\_\_

WVH:

**WILLAMETTE VALLEY HOSPICE, INC.  
d/b/a WILLAMETTE VITAL HEALTH, an  
Oregon nonprofit corporation**



Name:  
Iria T. Nishimura

\_\_\_\_\_

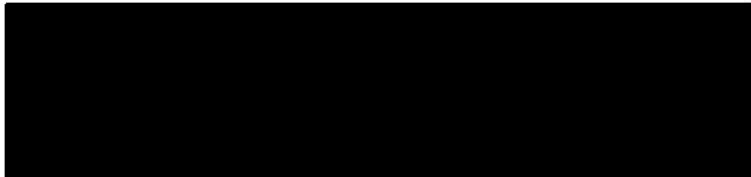
Title:  
CEO

\_\_\_\_\_

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

CHAPTERS:

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



Andrew K. Molosky

Title: President/CEO

WVH:

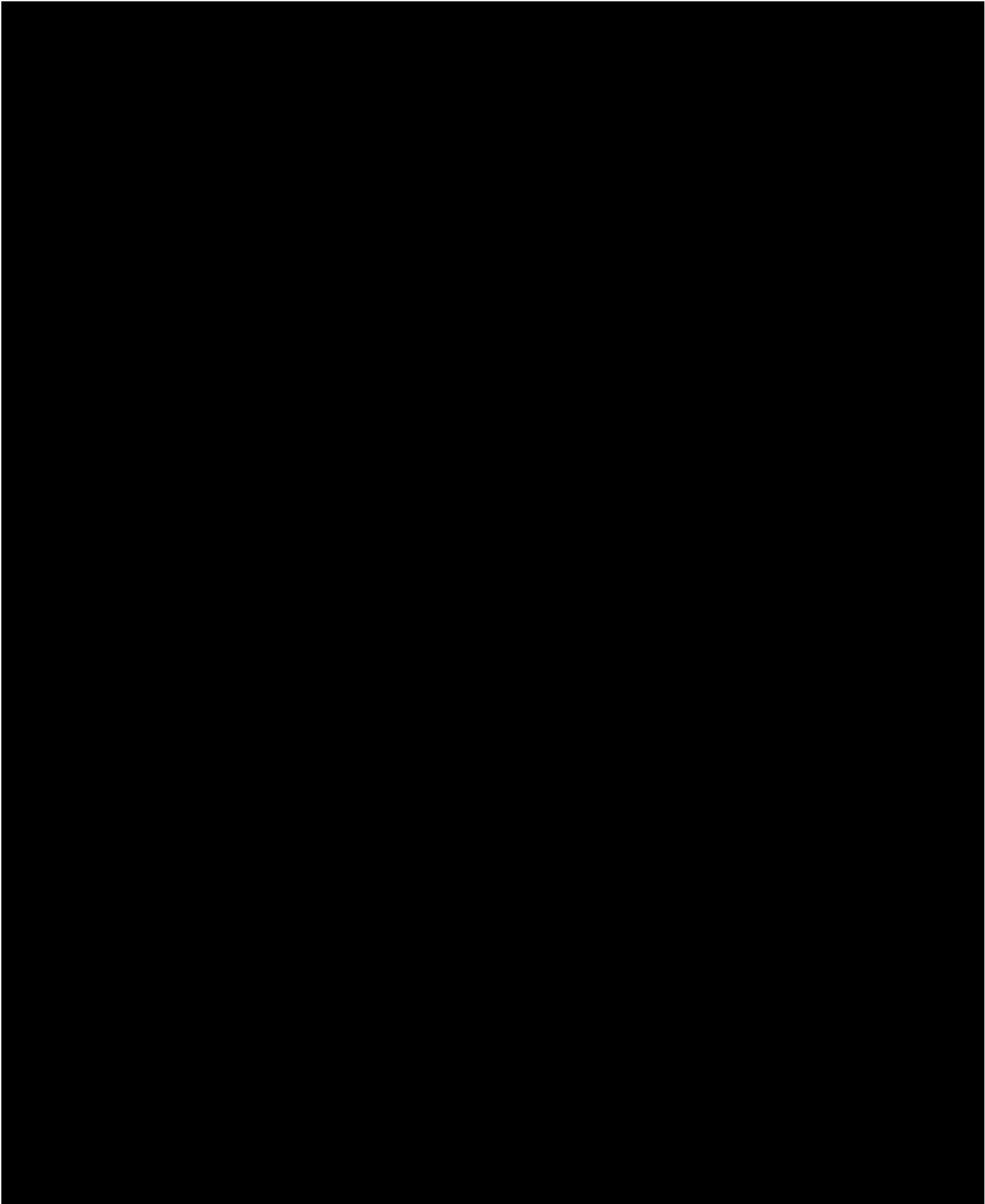
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d/b/a WILLAMETTE VITAL HEALTH, an  
Oregon nonprofit corporation**

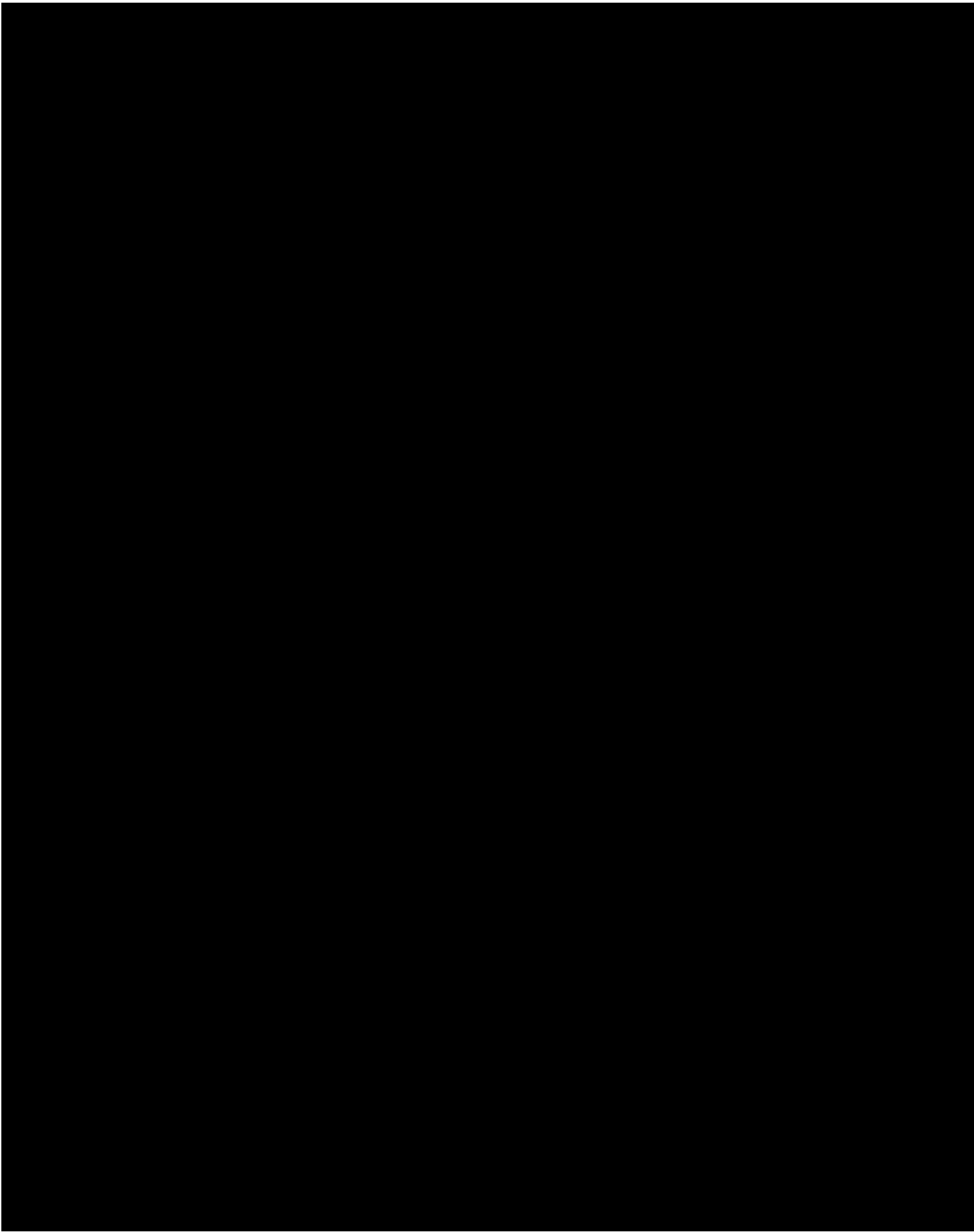
By: \_\_\_\_\_

Name:  
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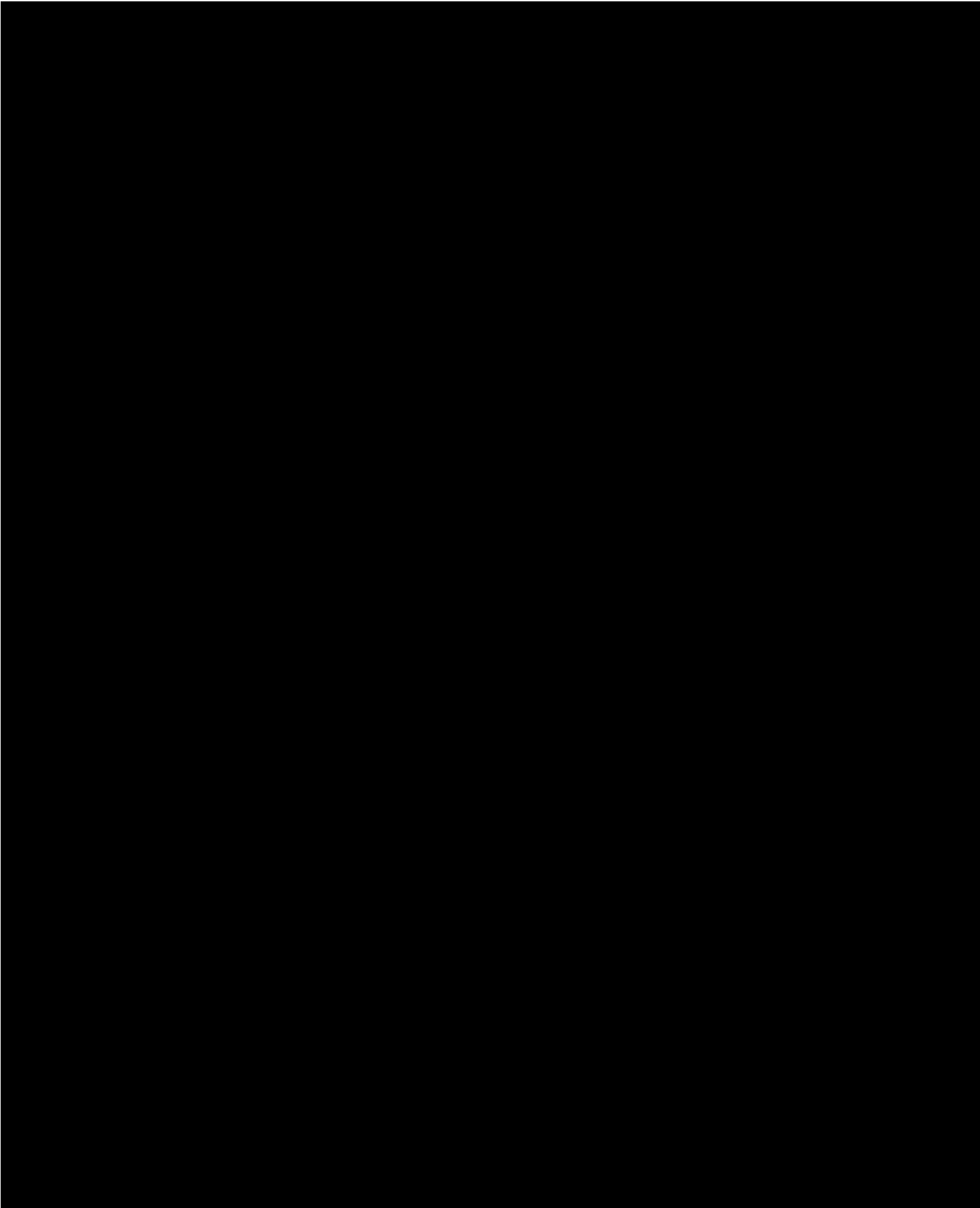
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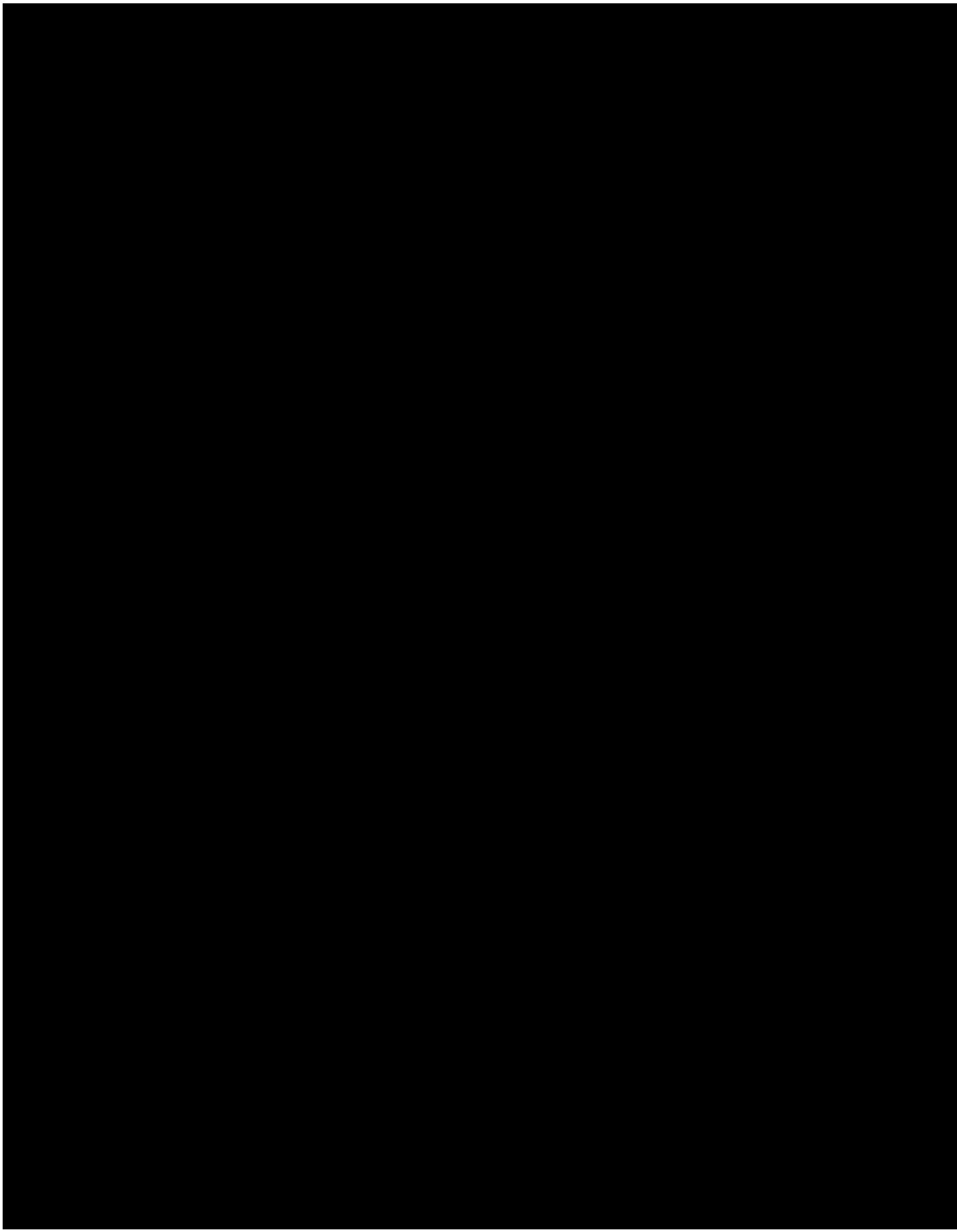




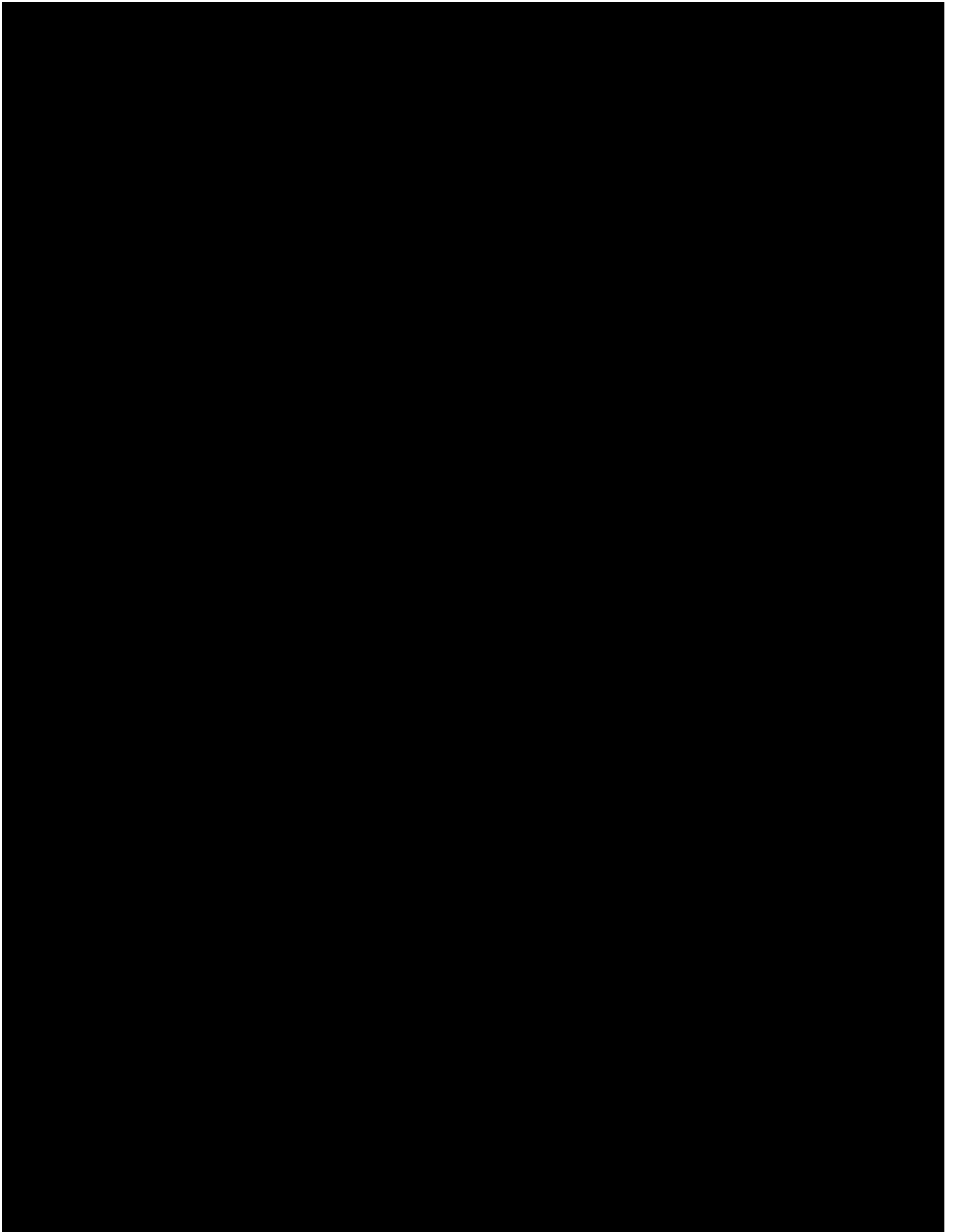


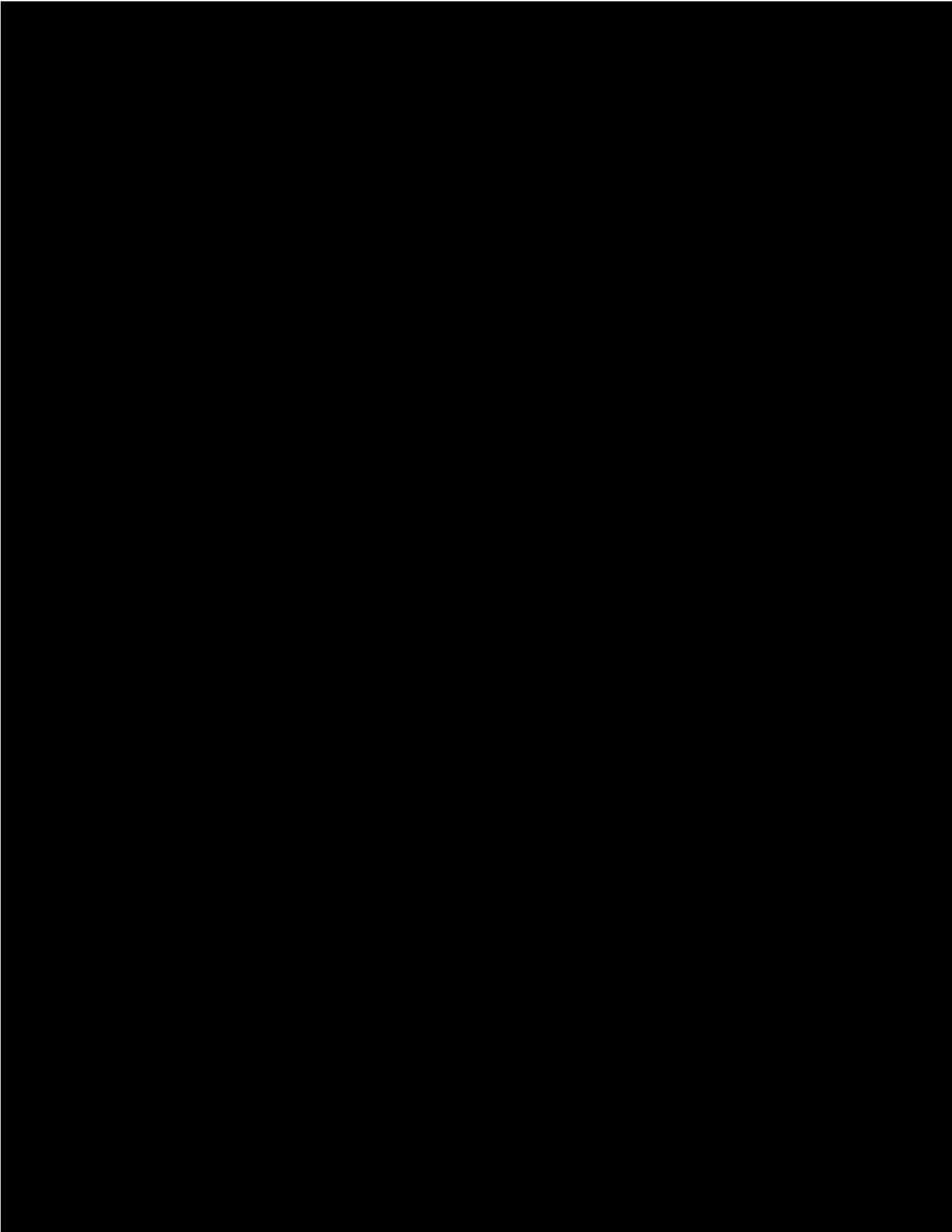




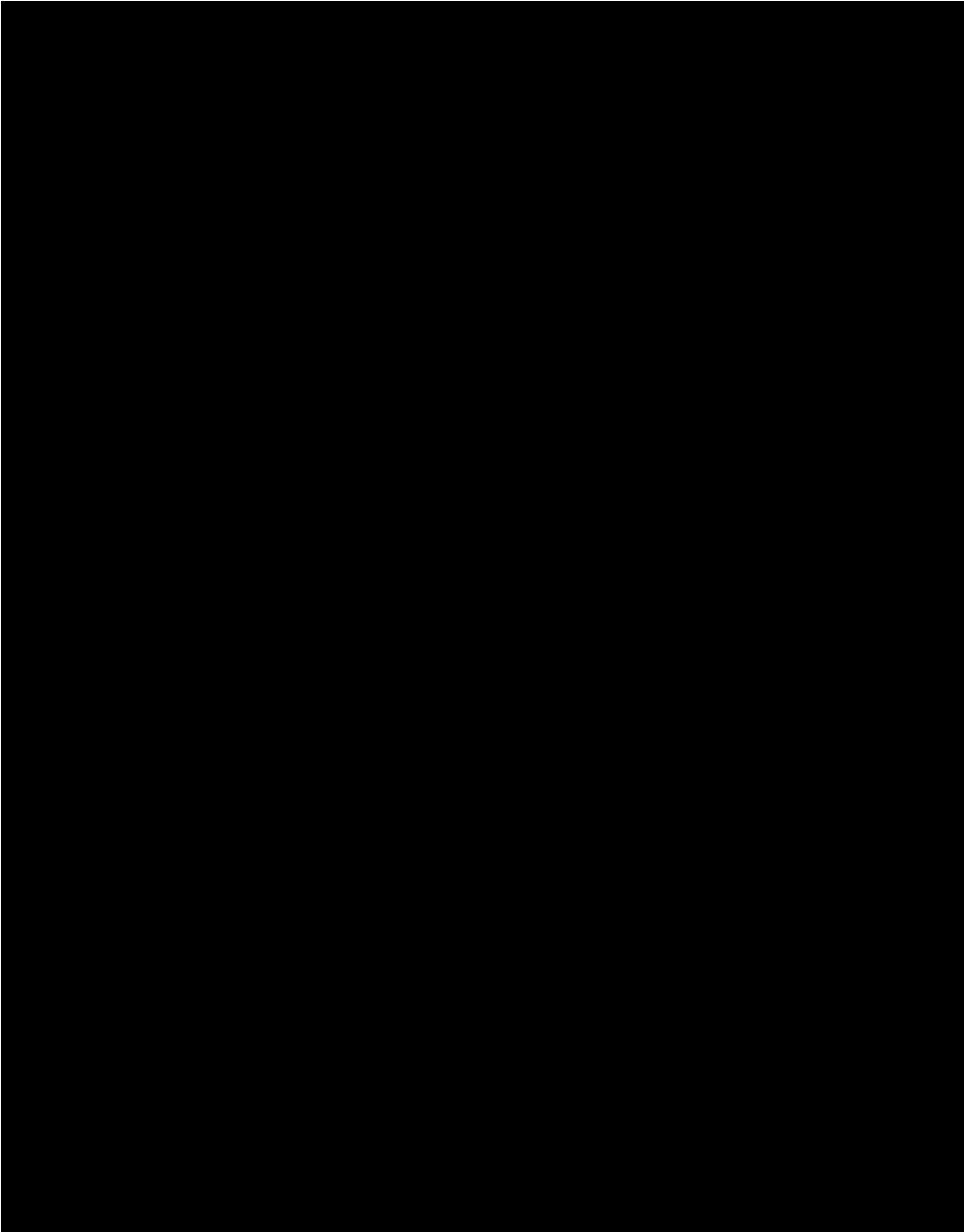


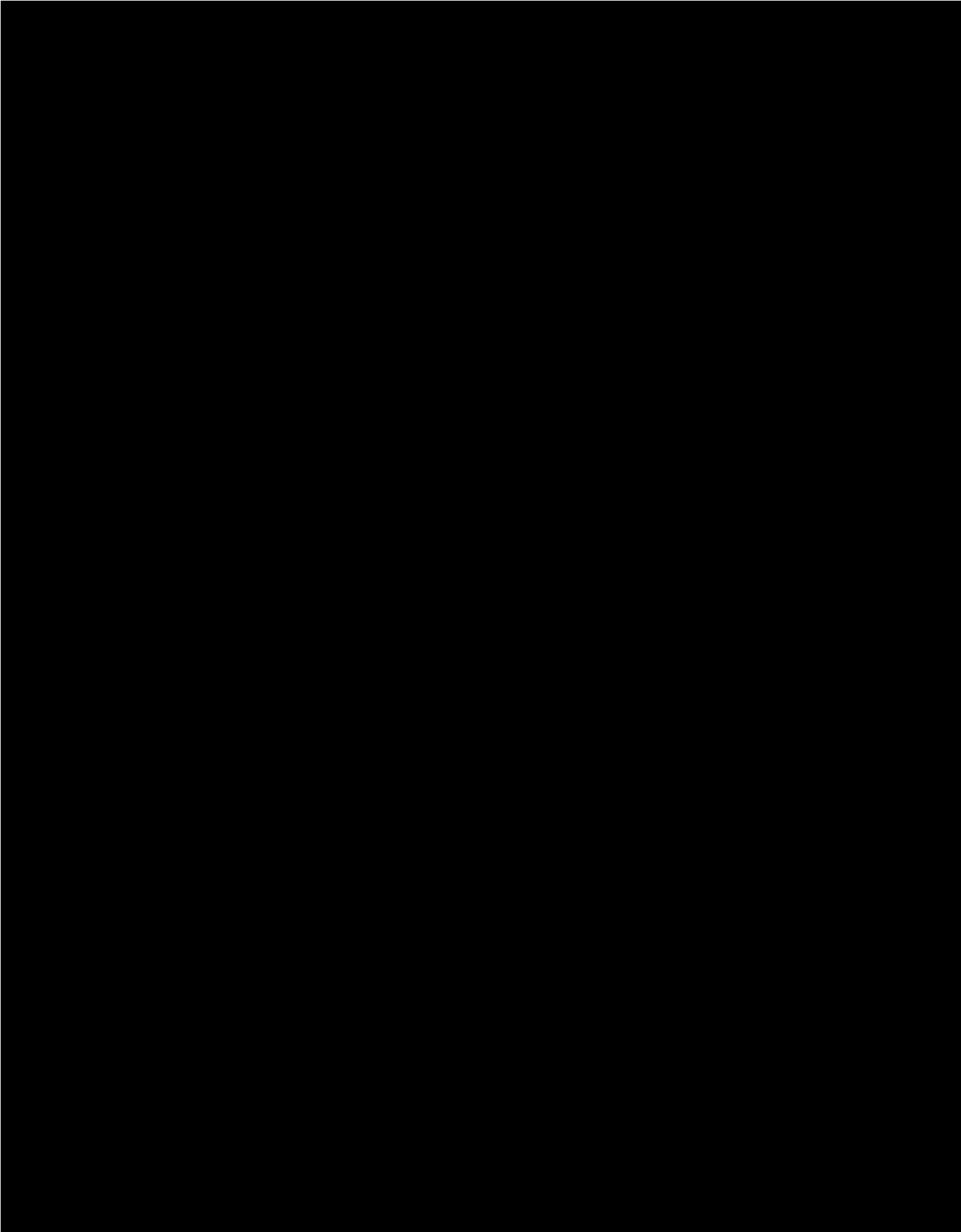


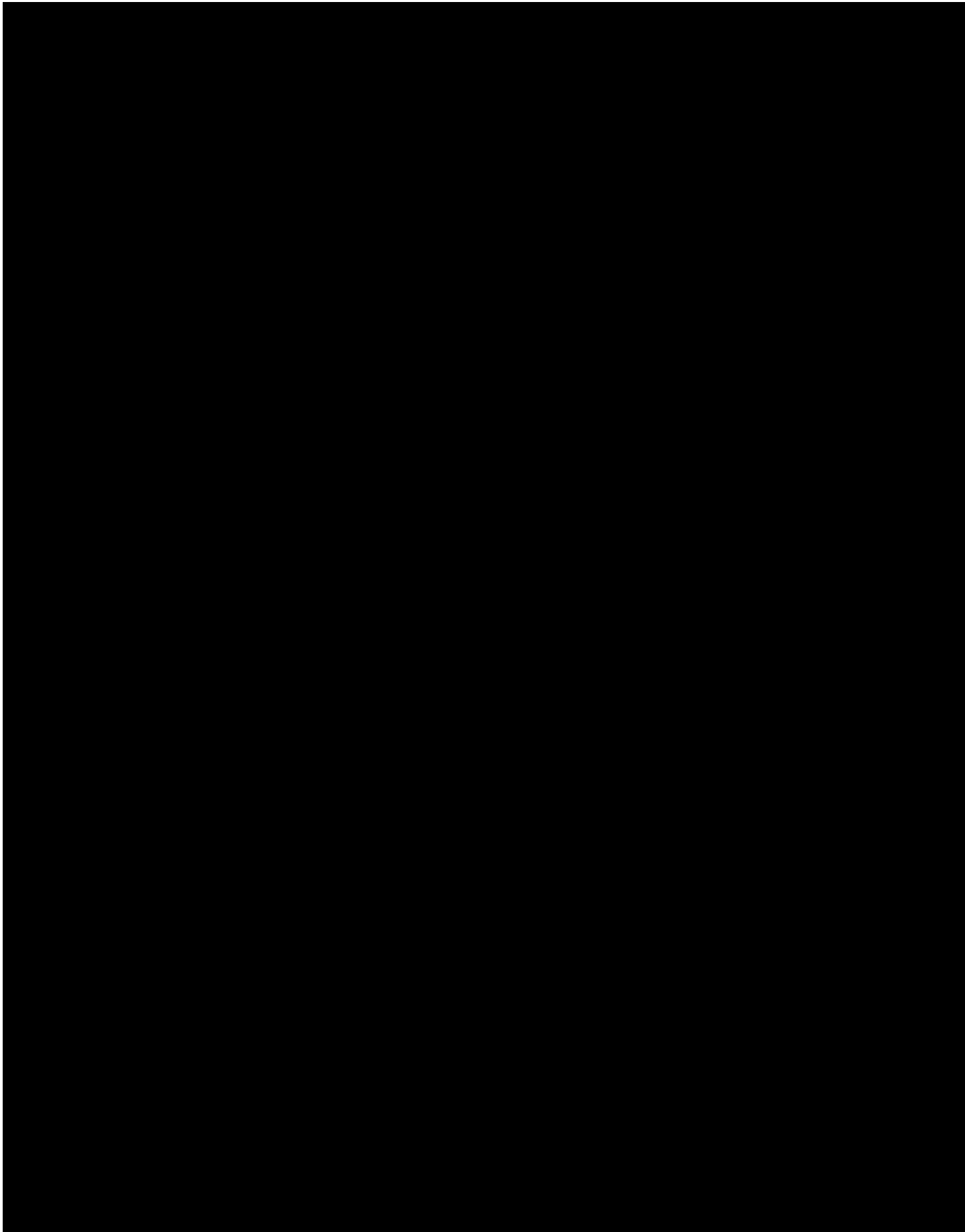




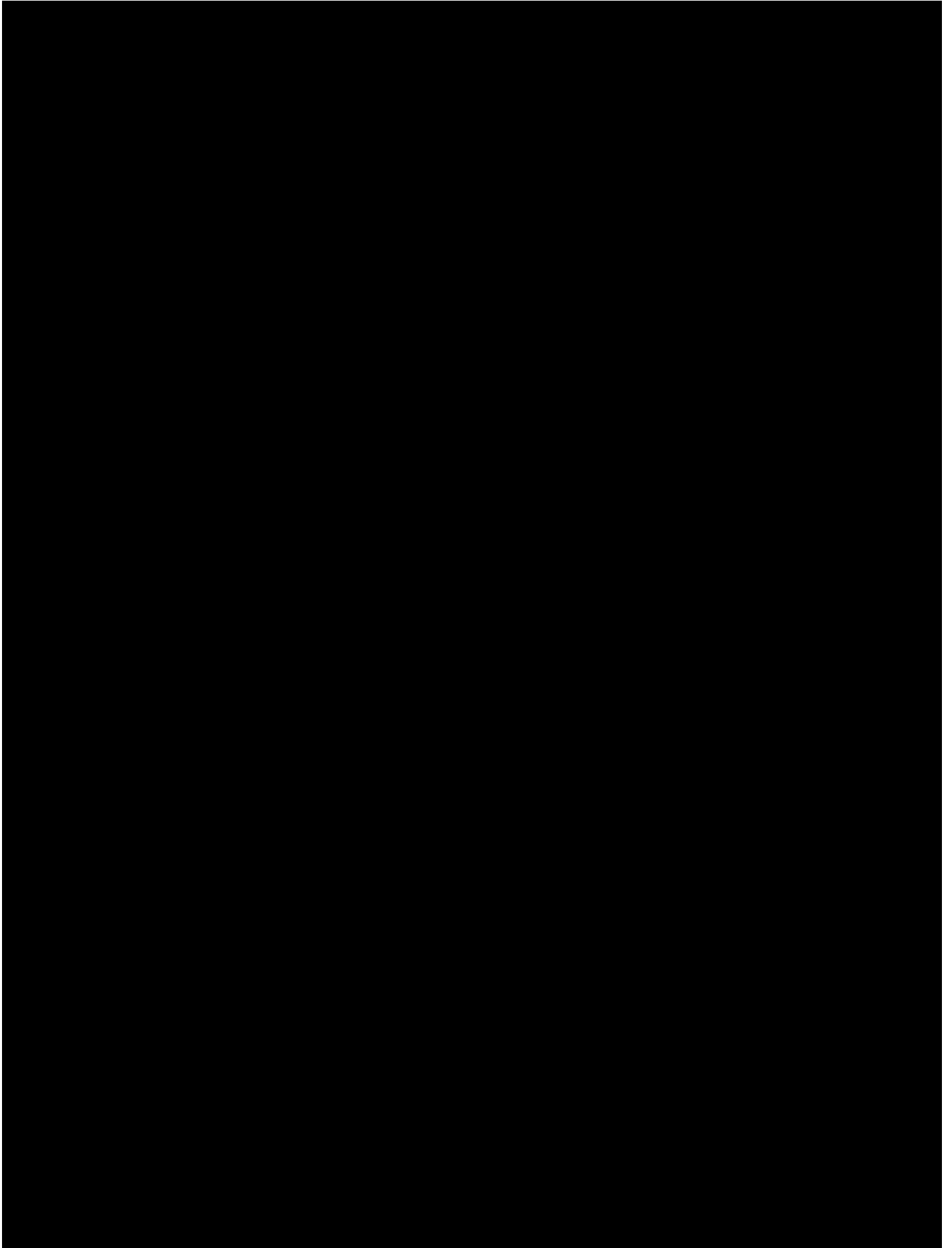


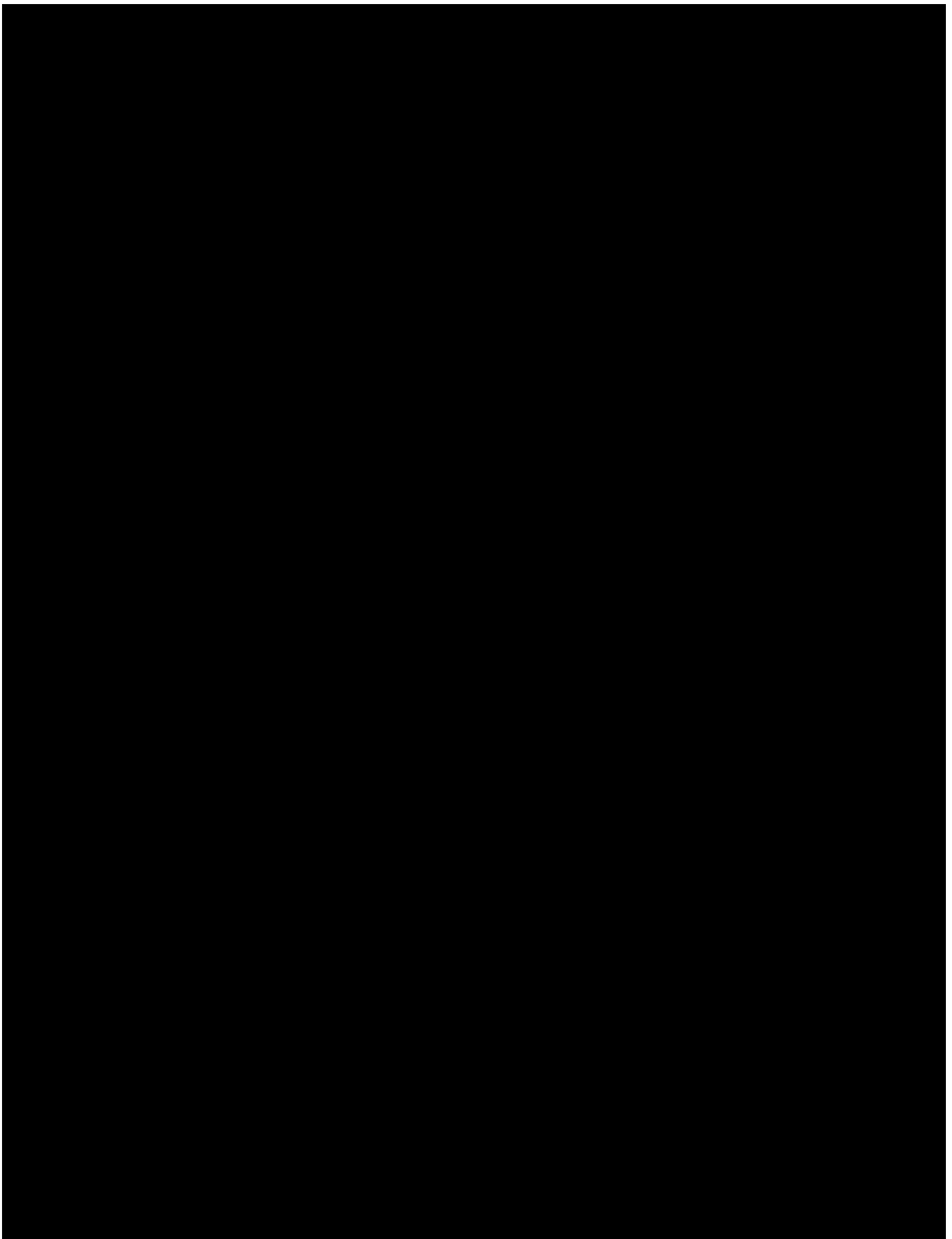


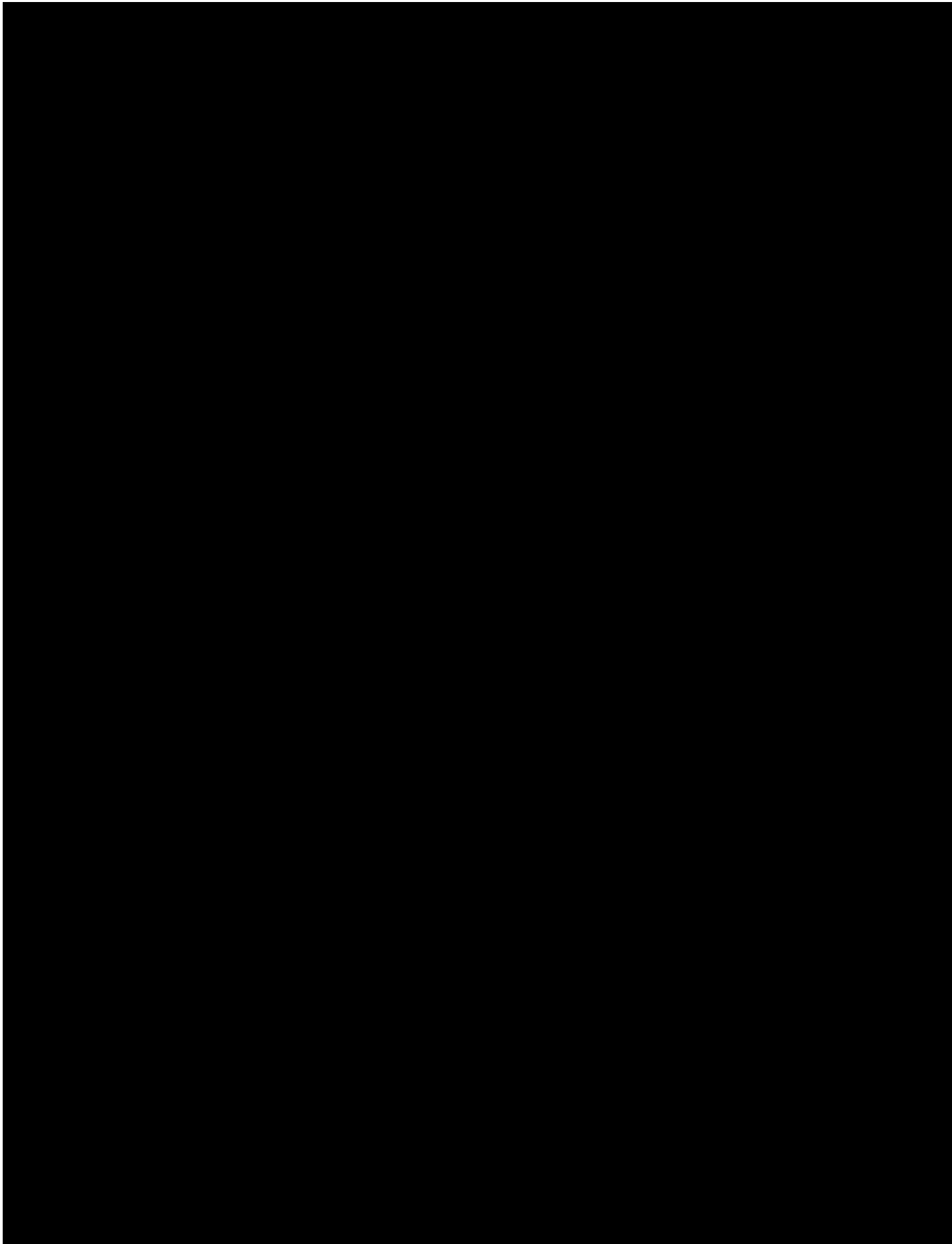




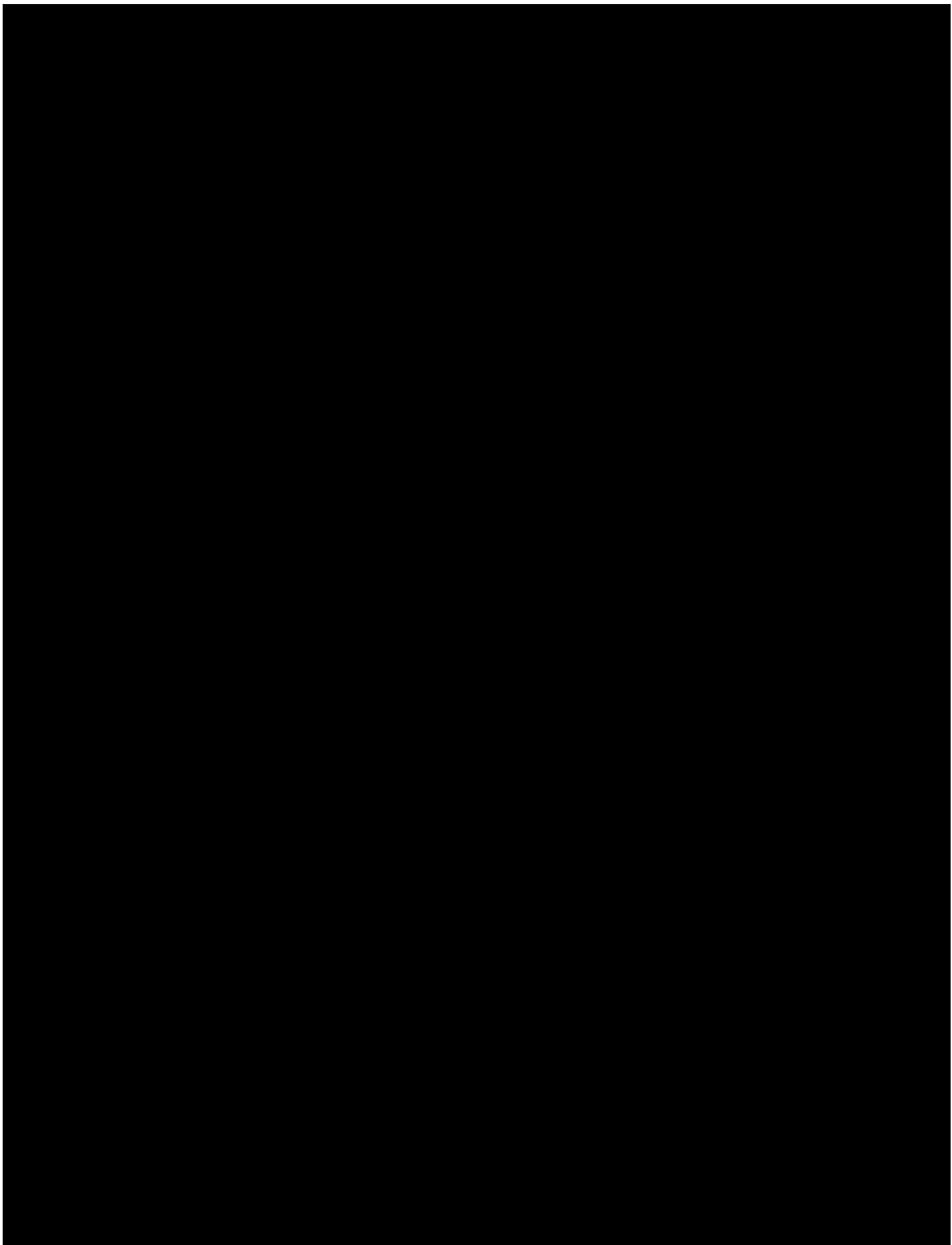


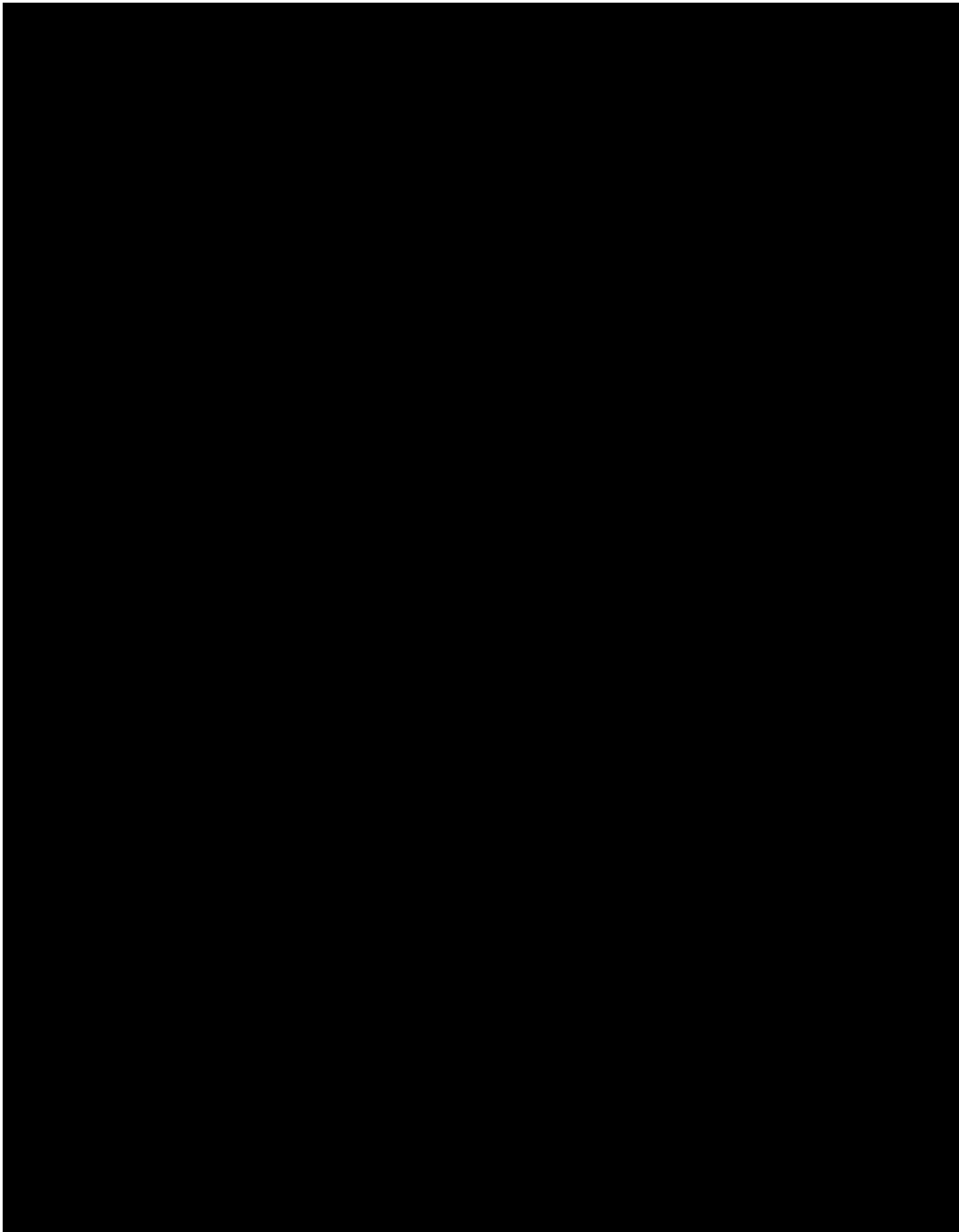


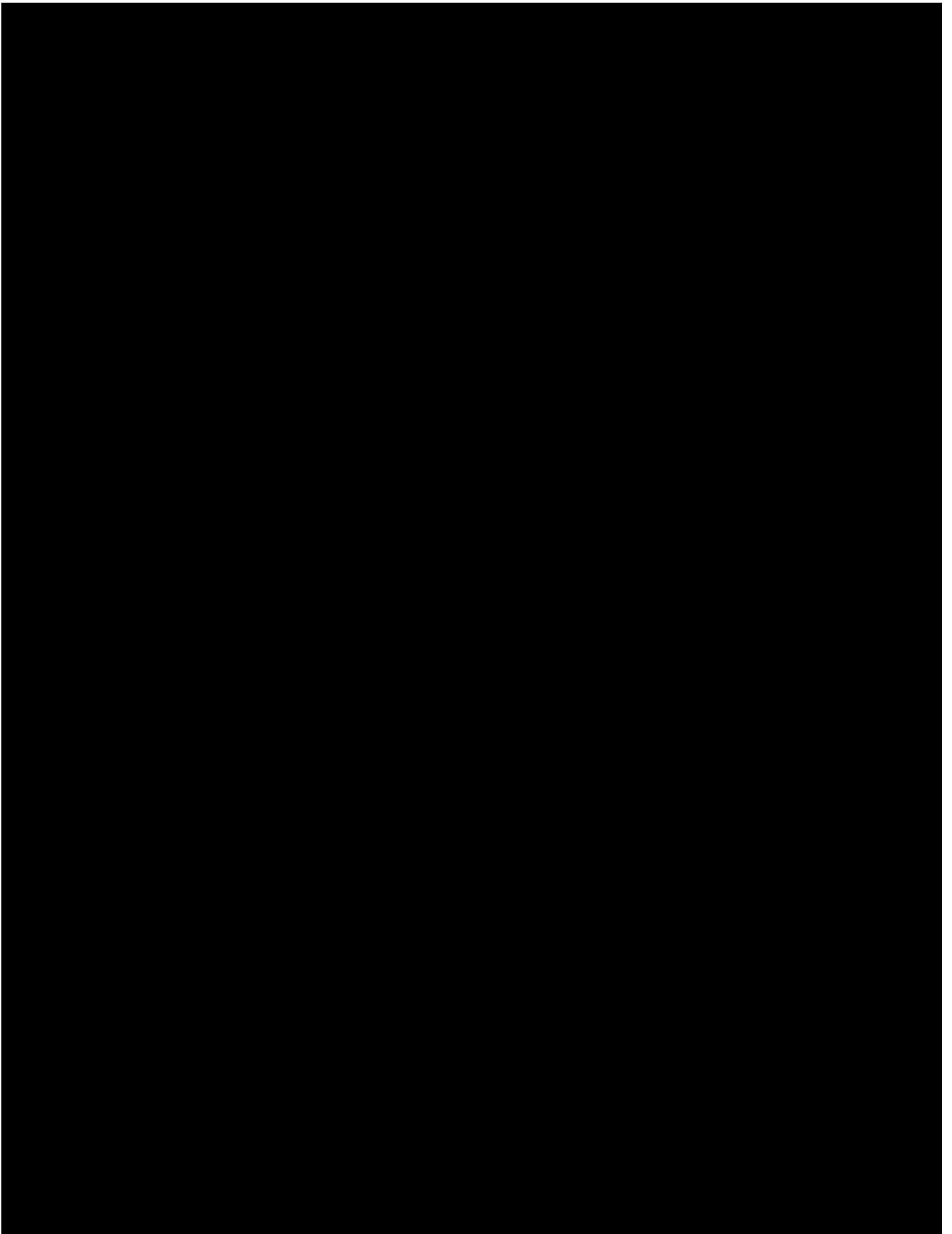




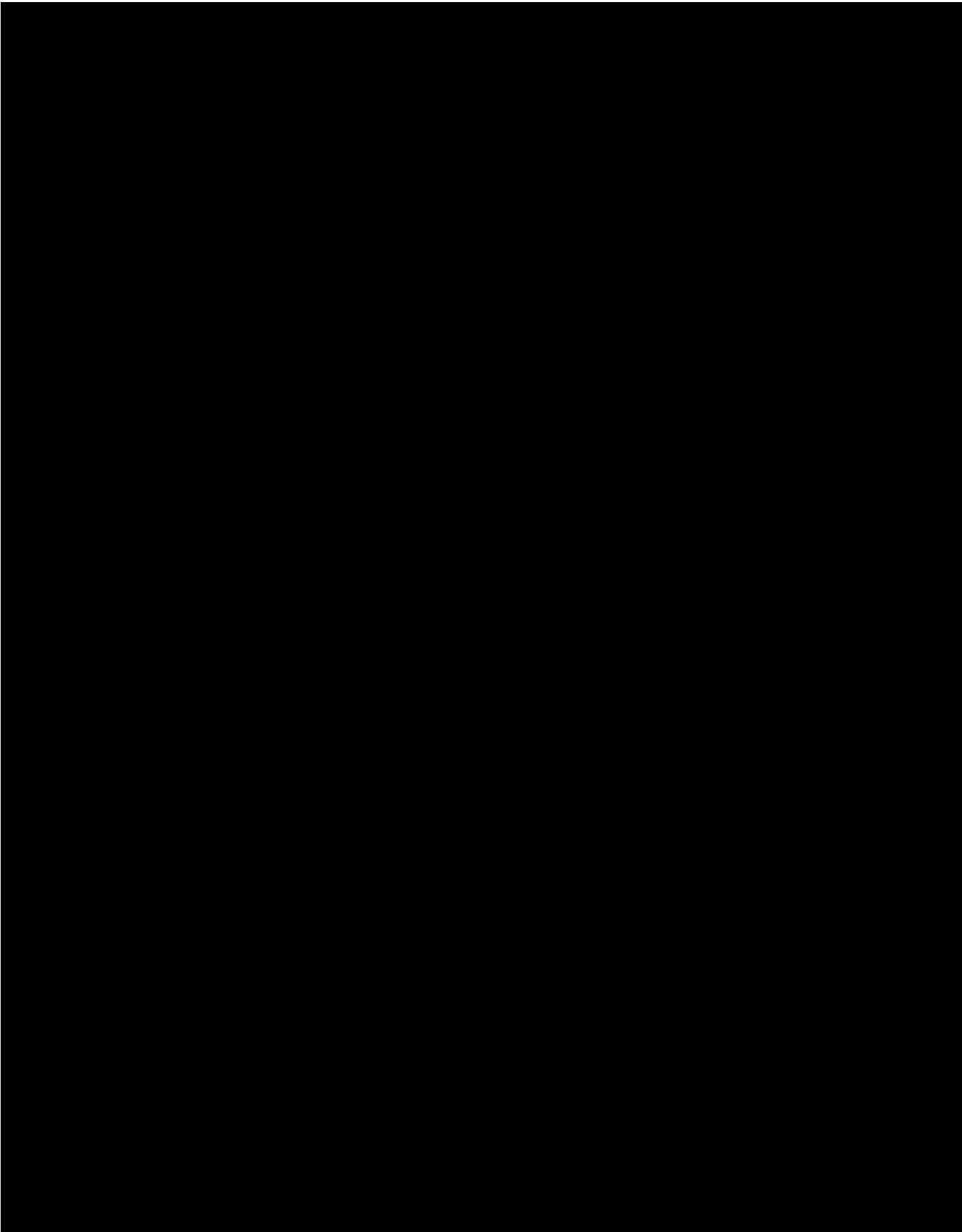


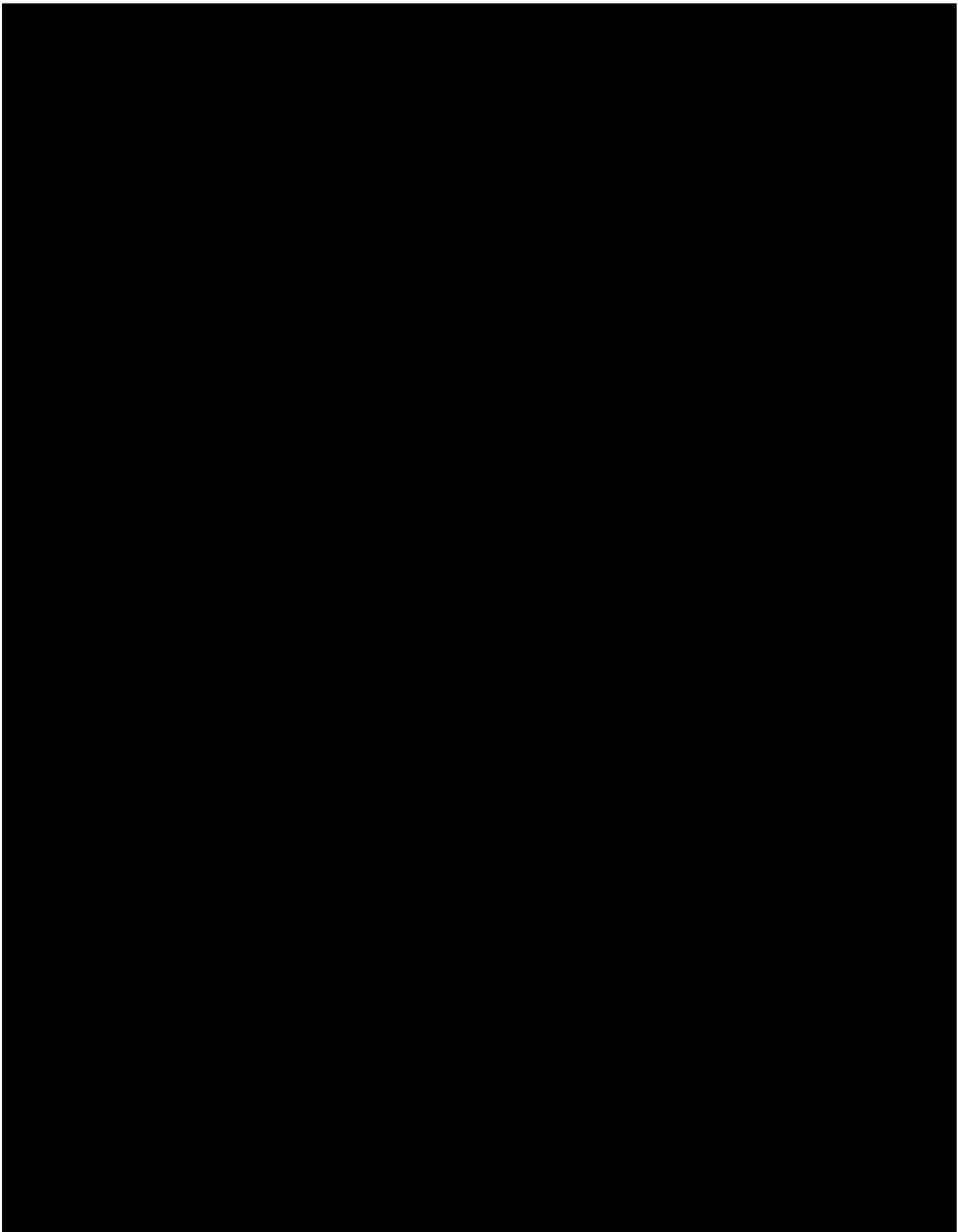


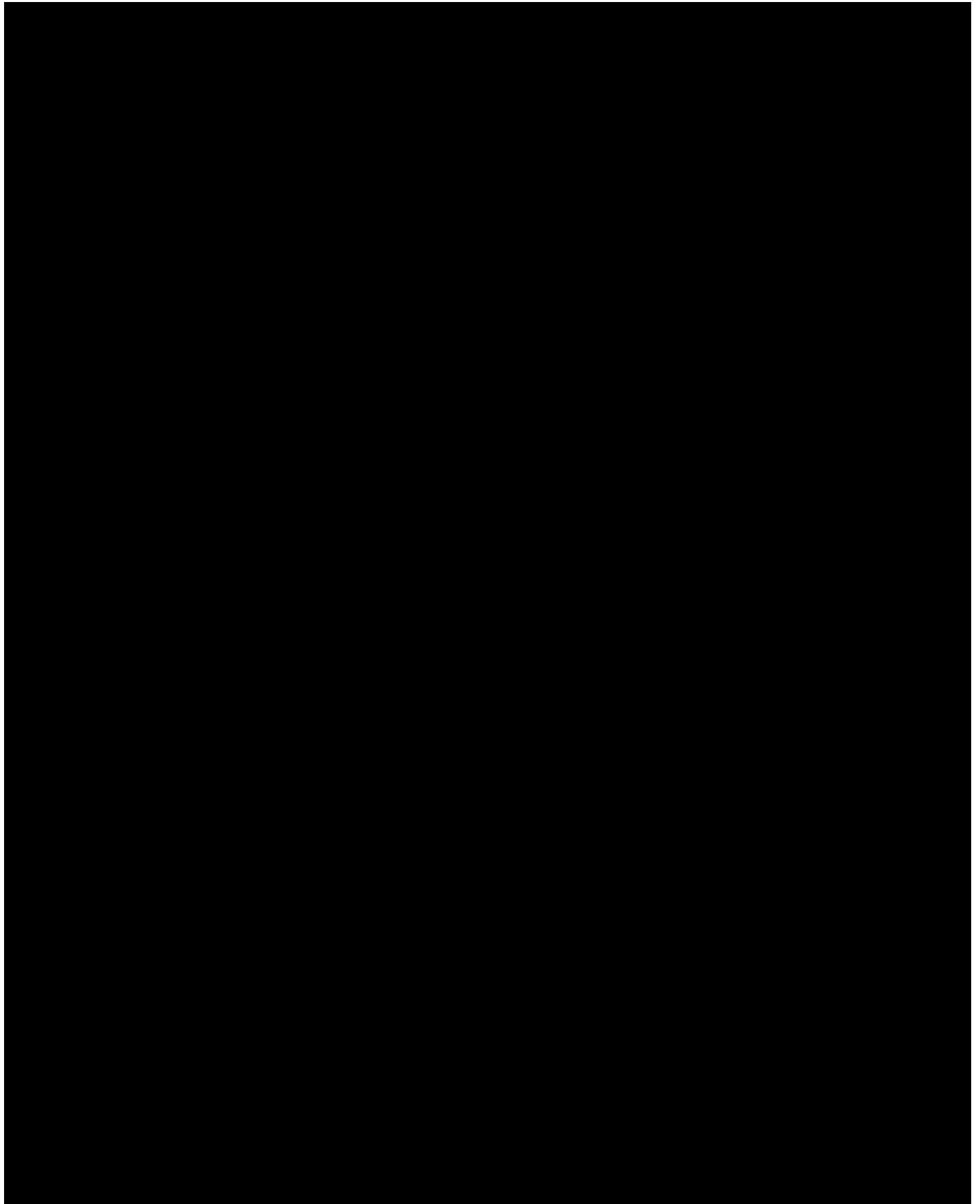




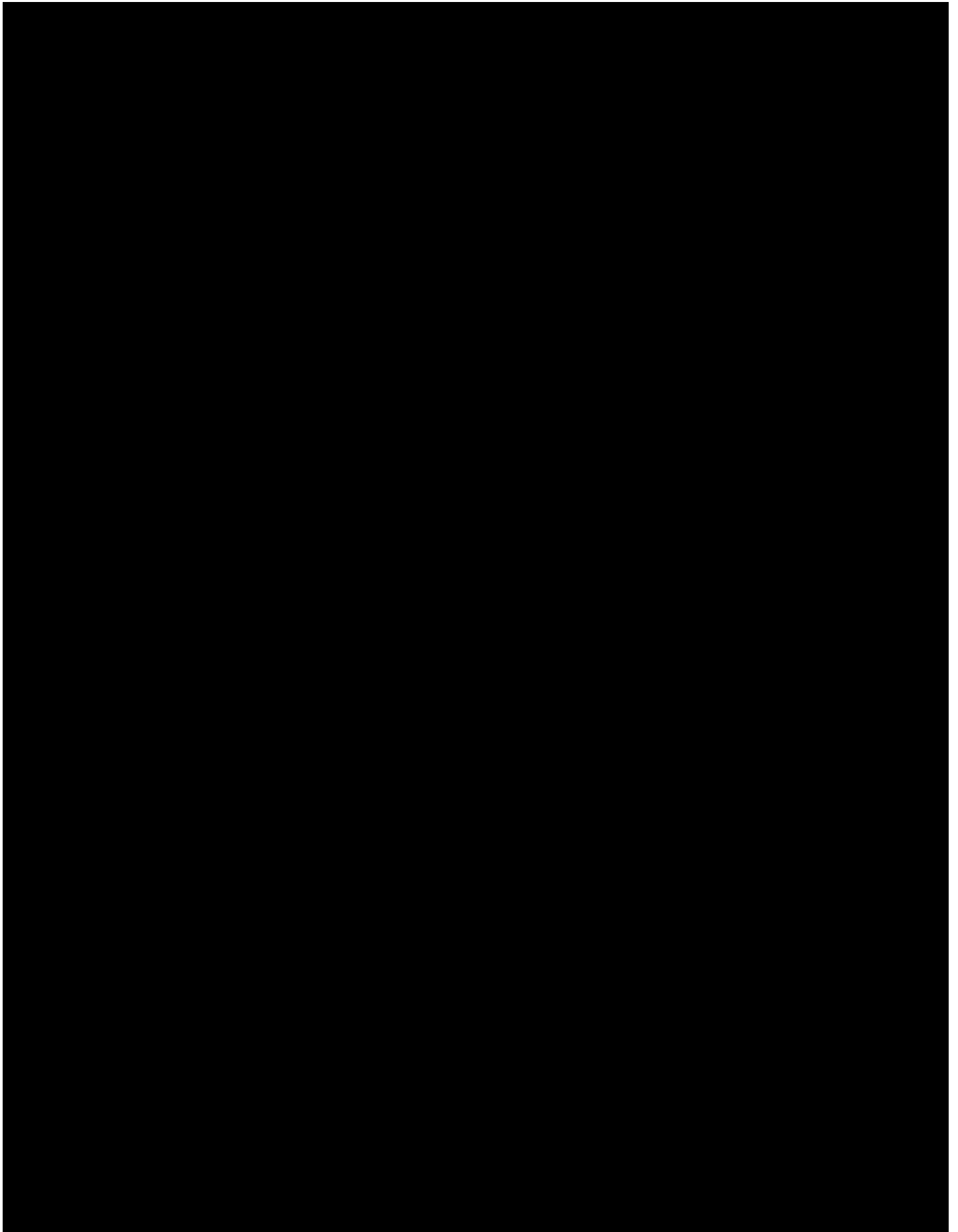


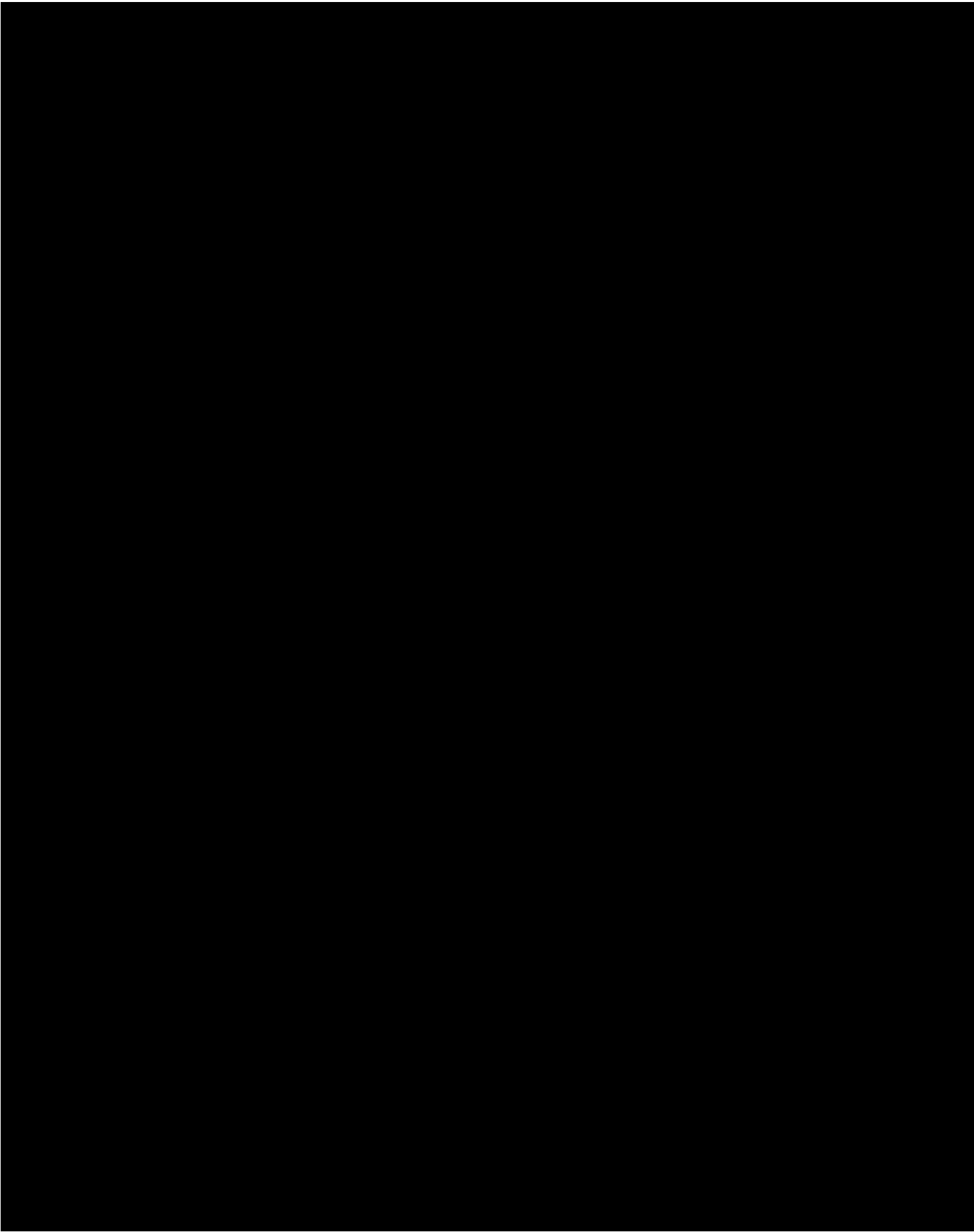


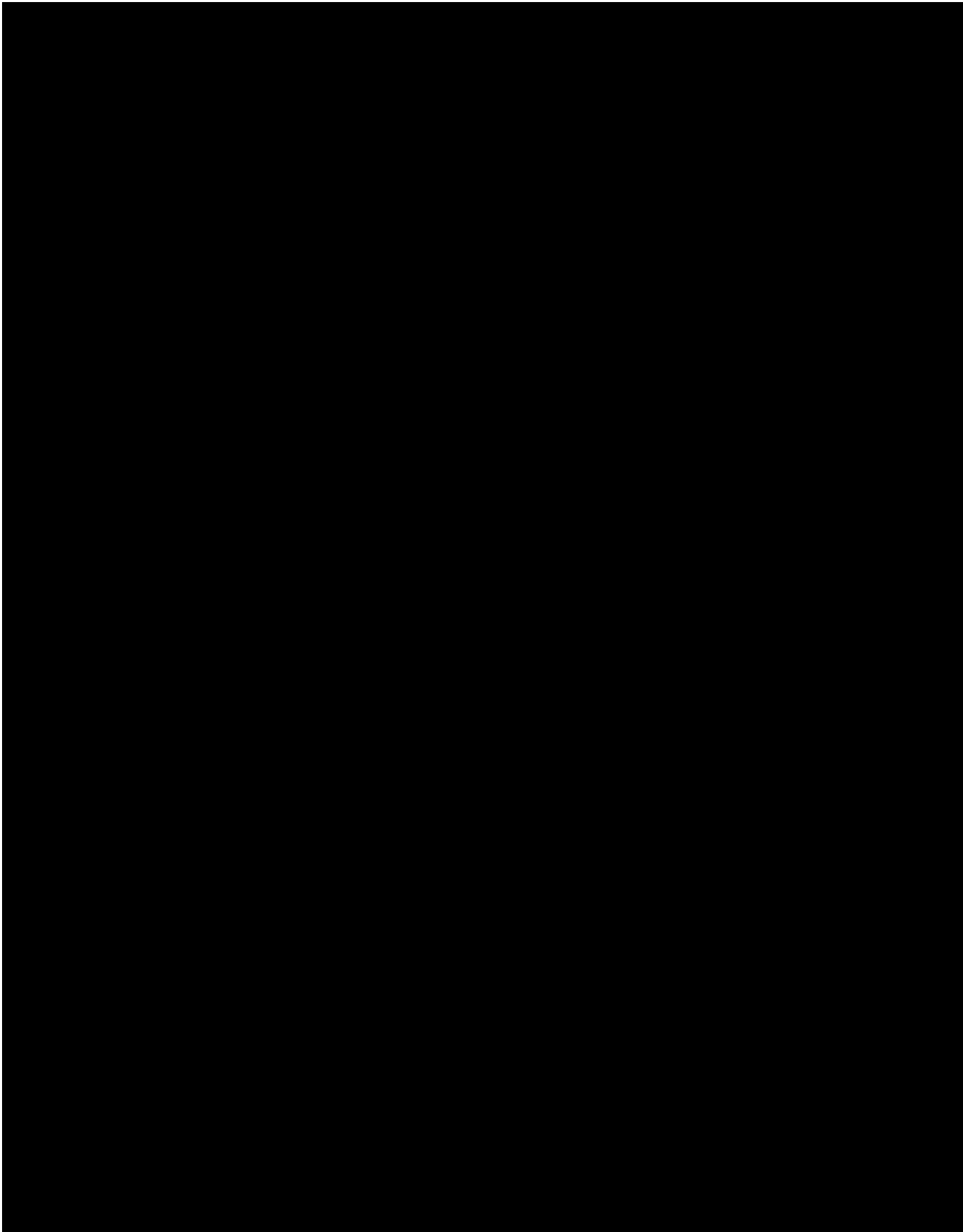




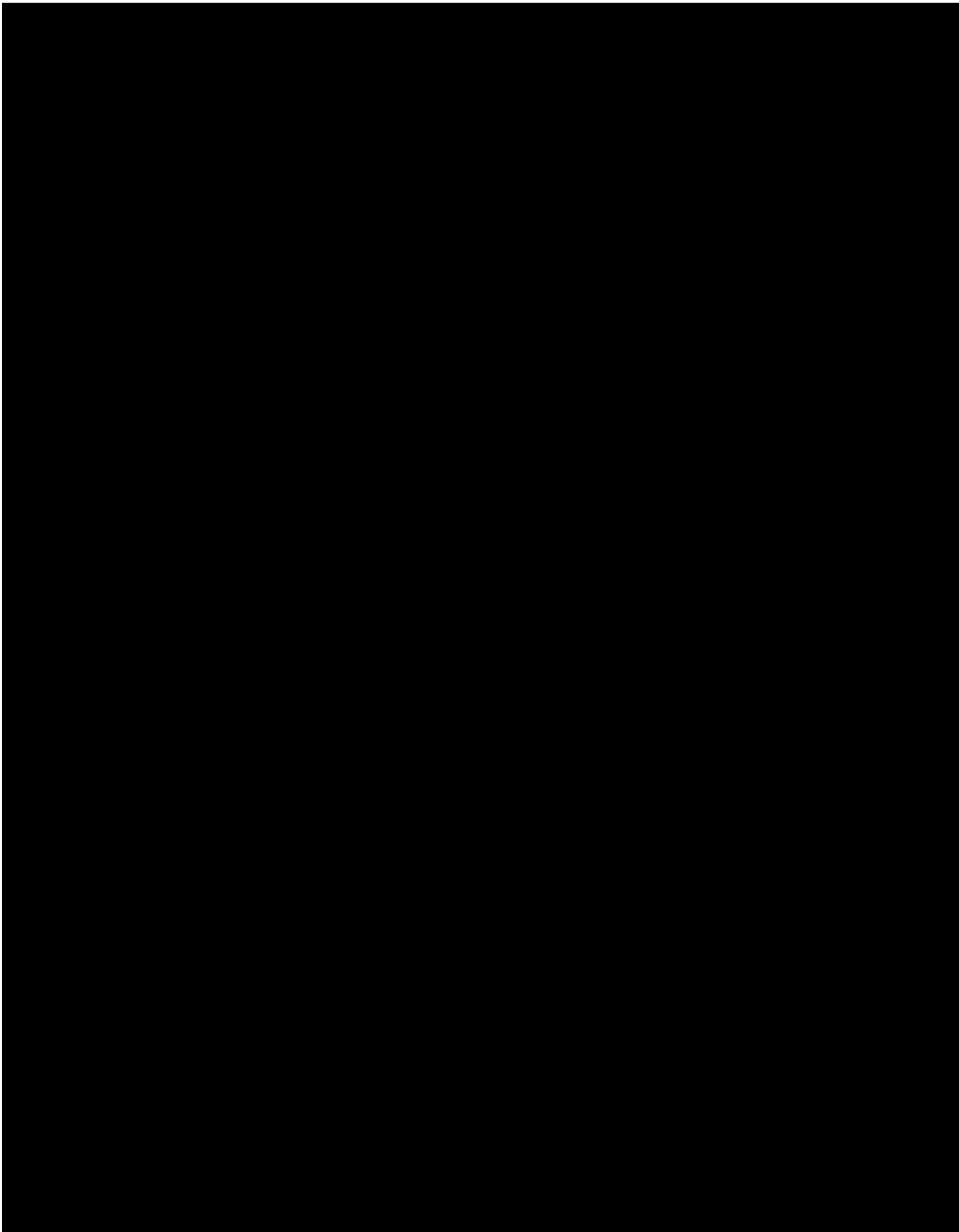


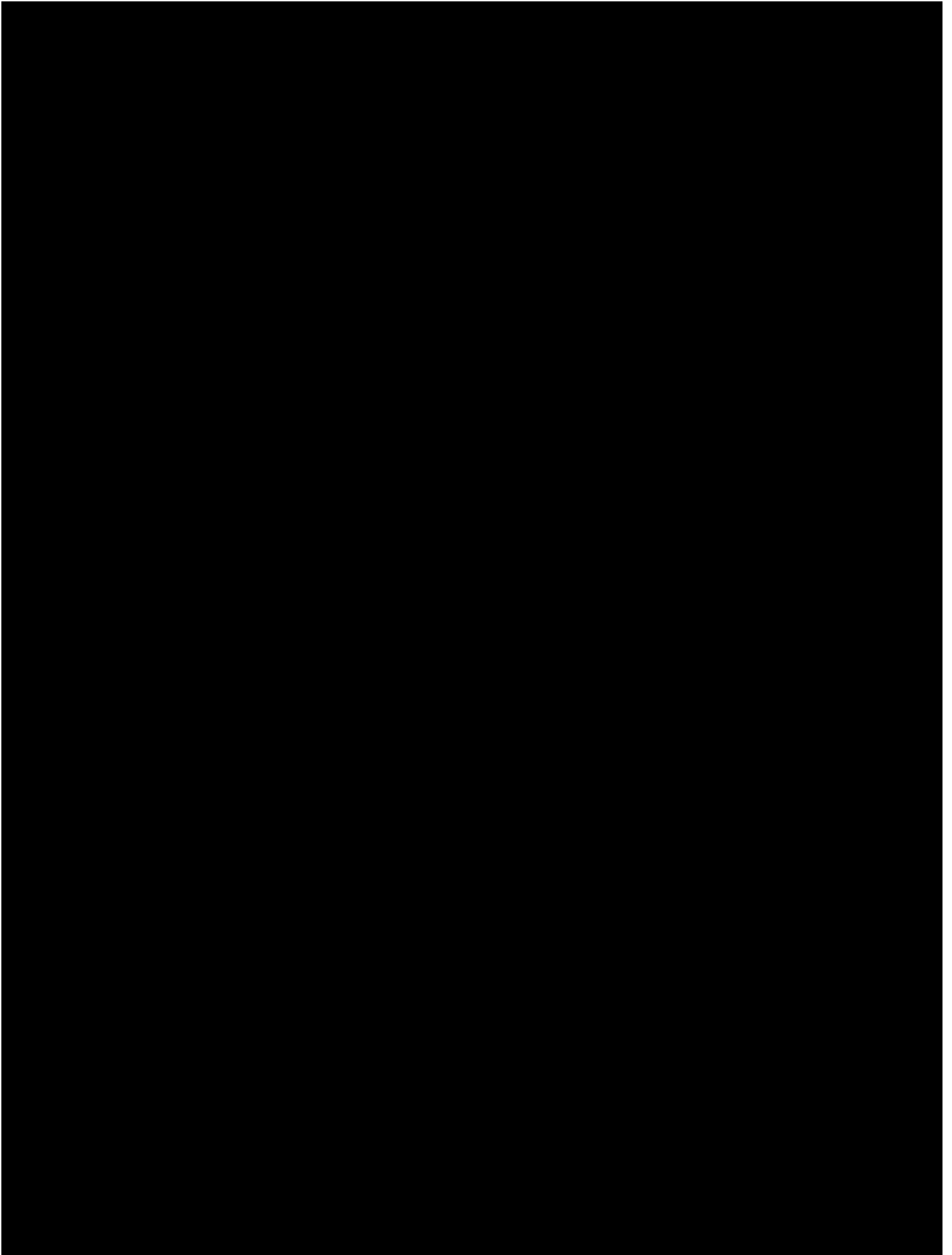


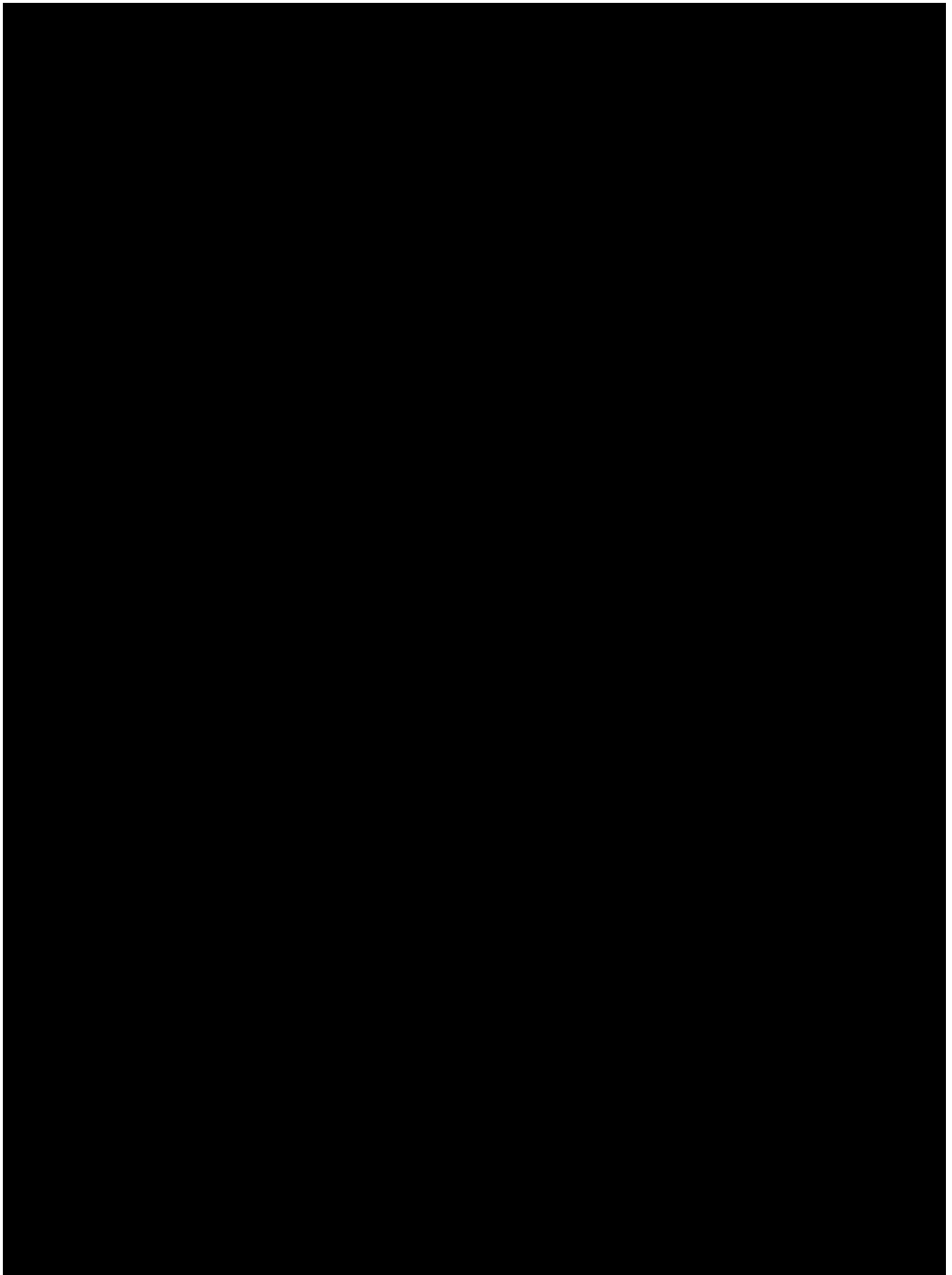




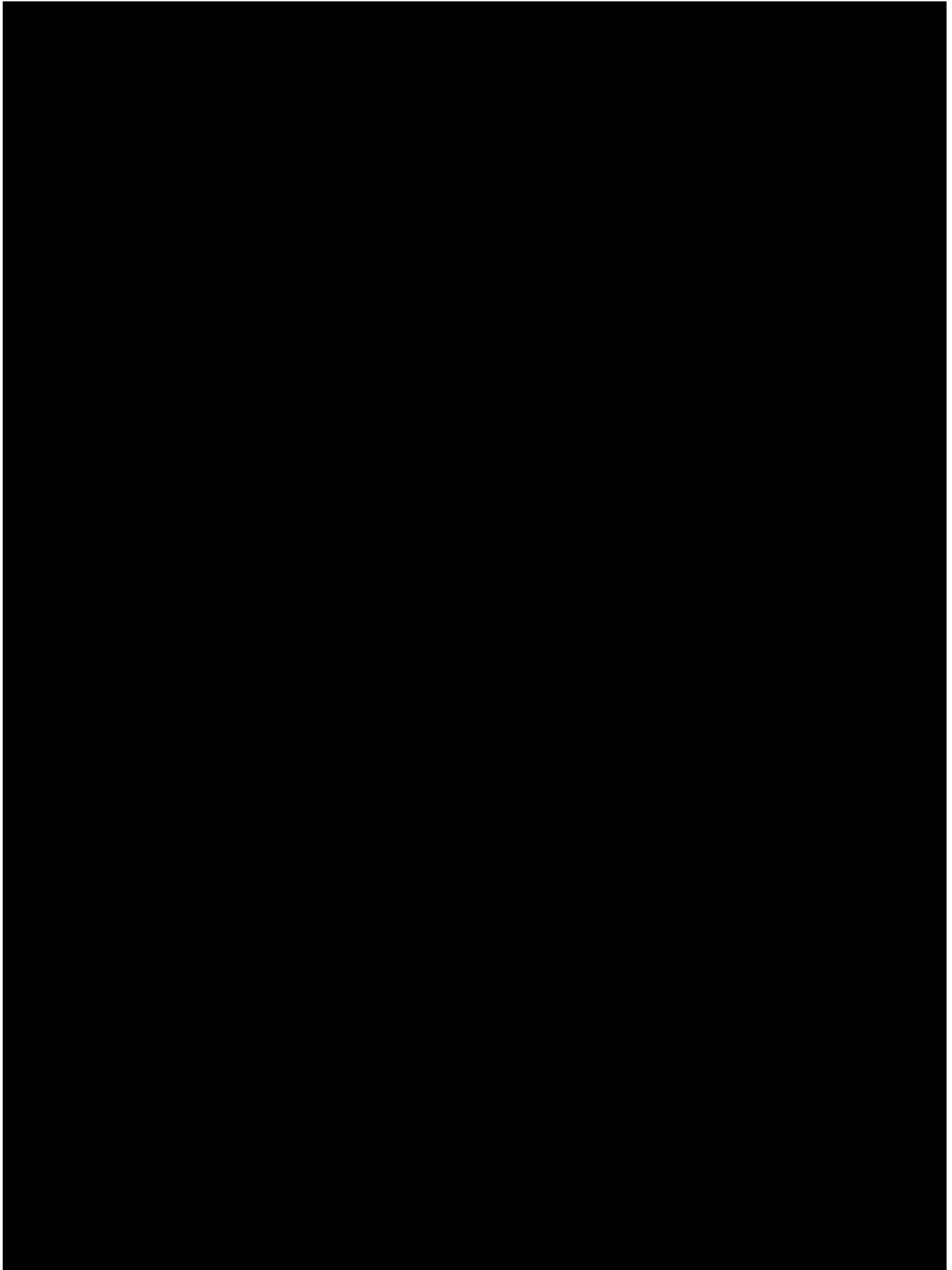


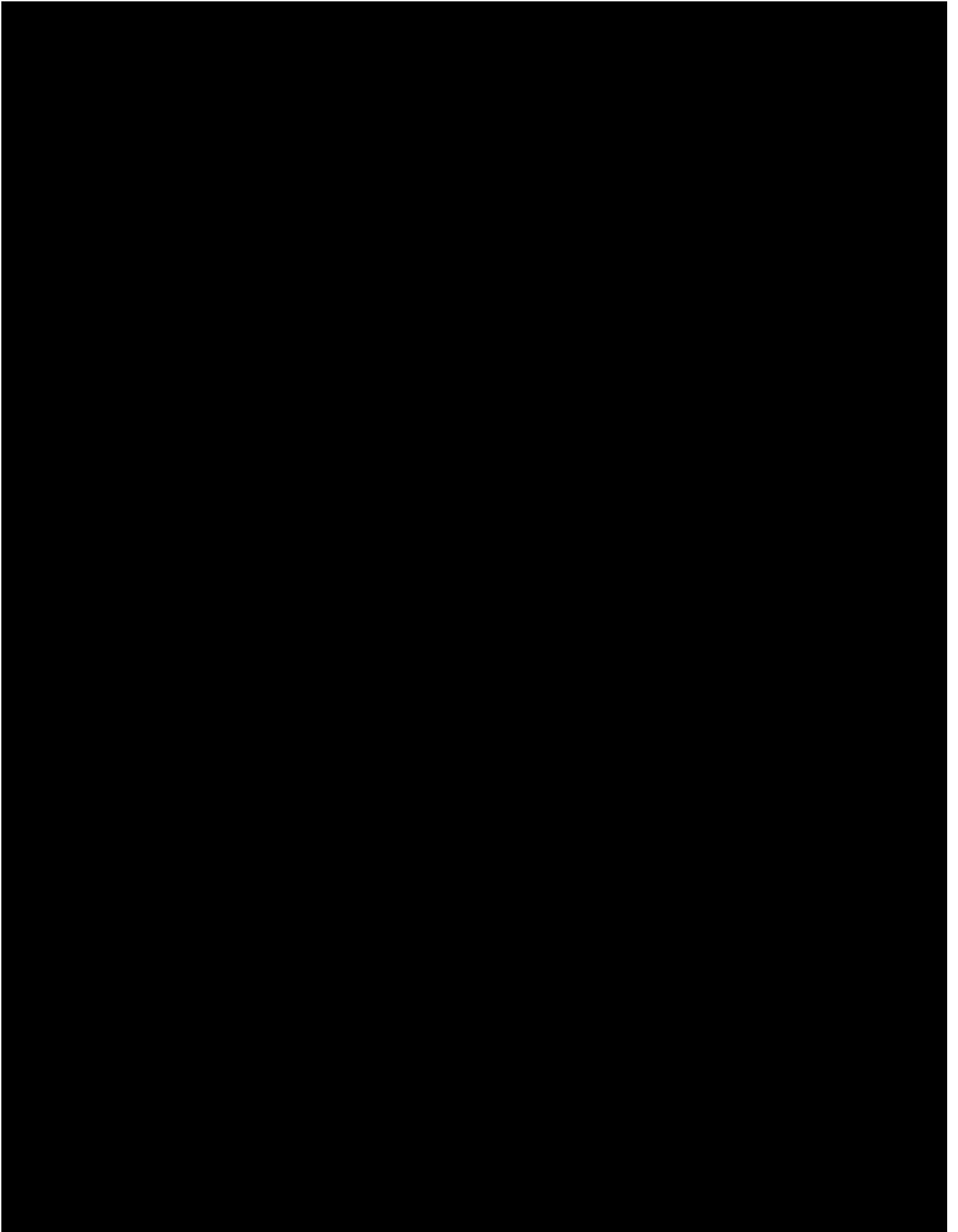


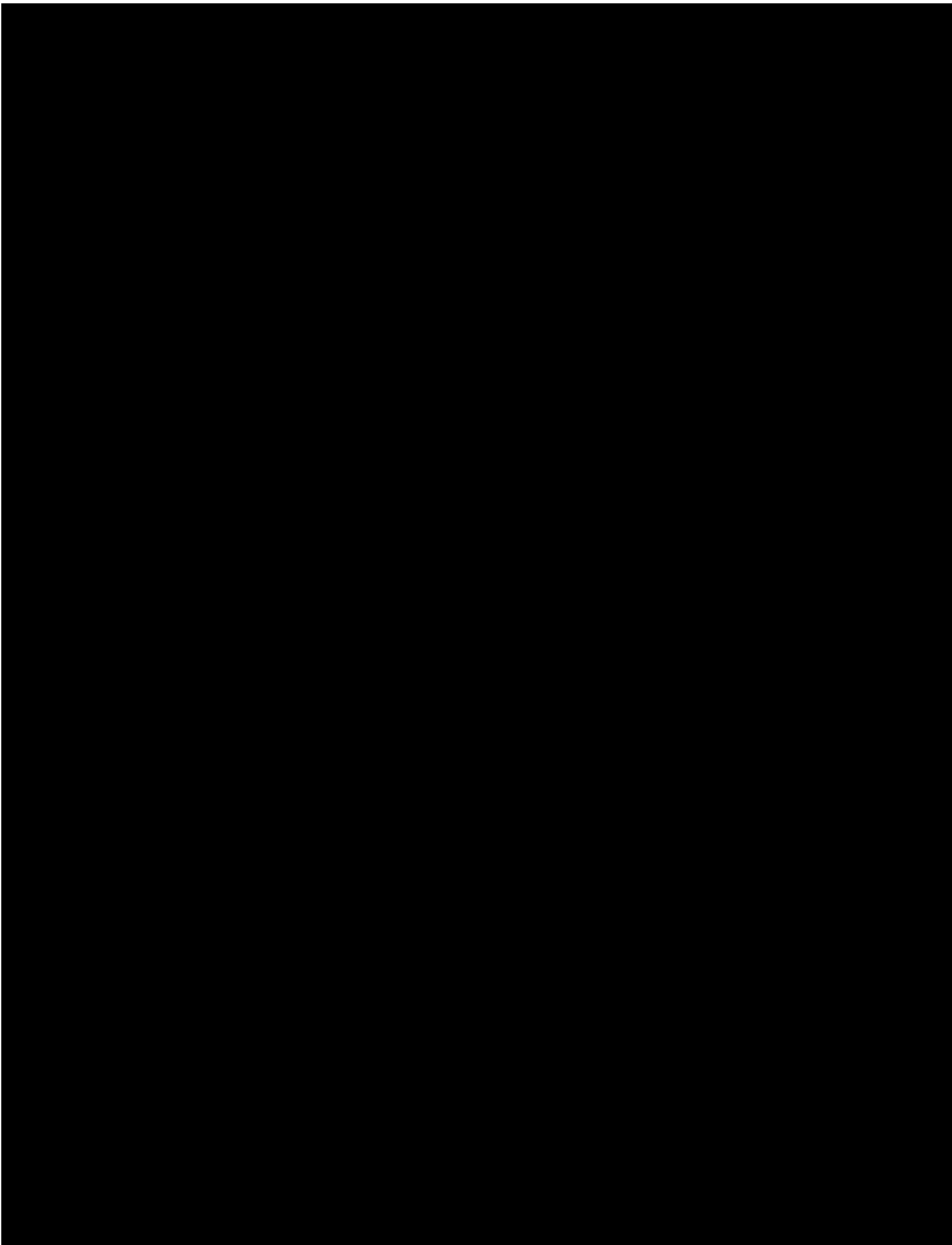




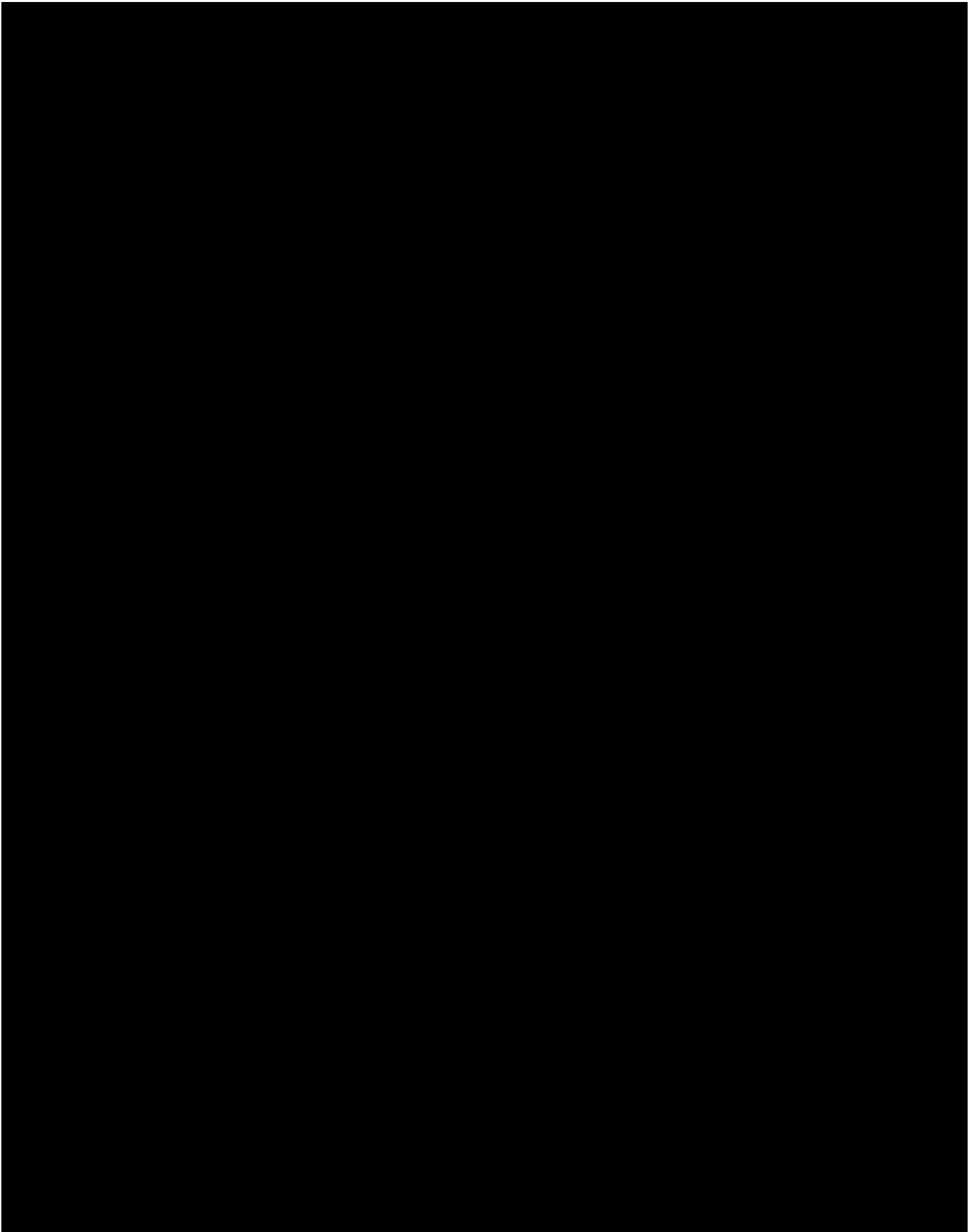


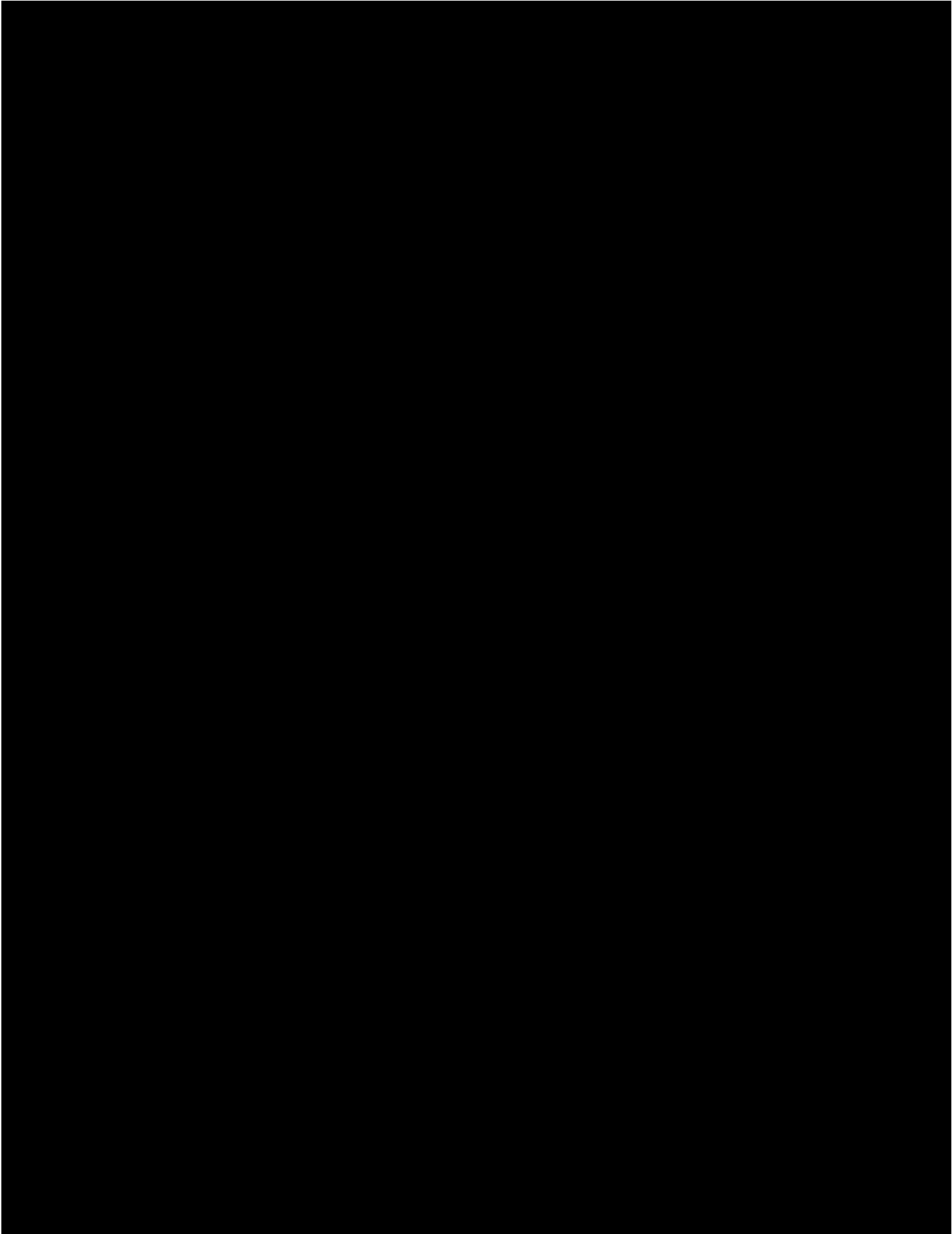


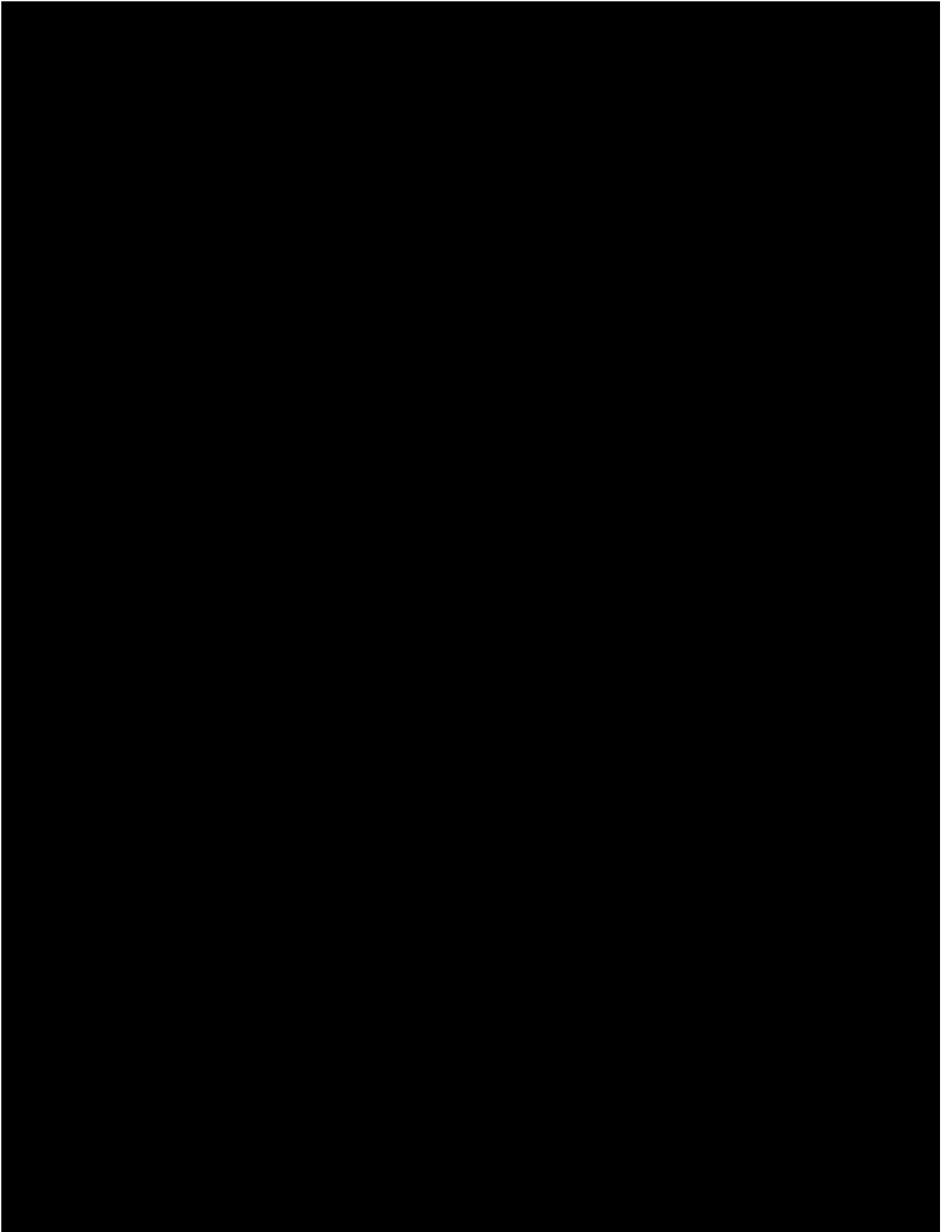




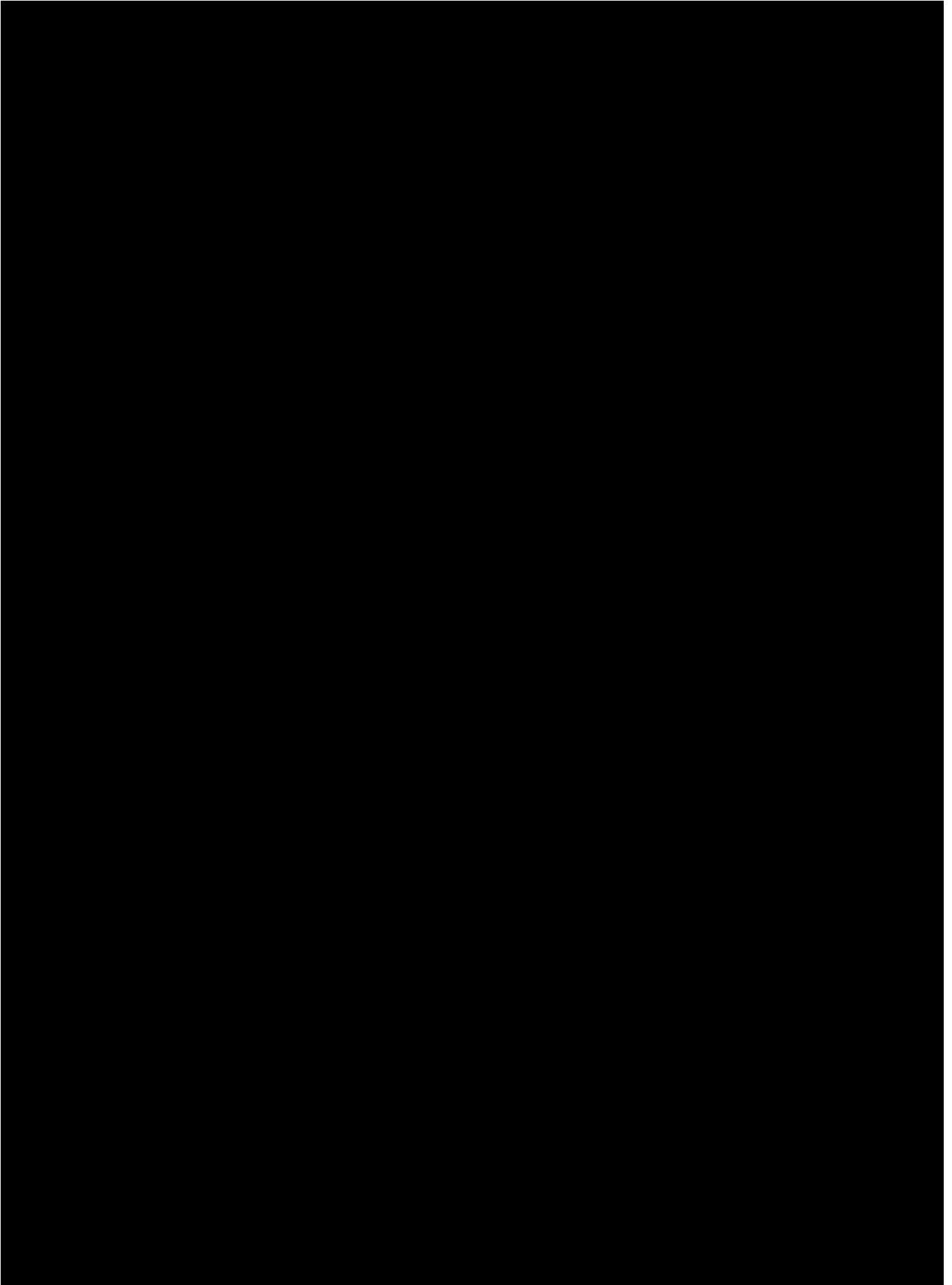


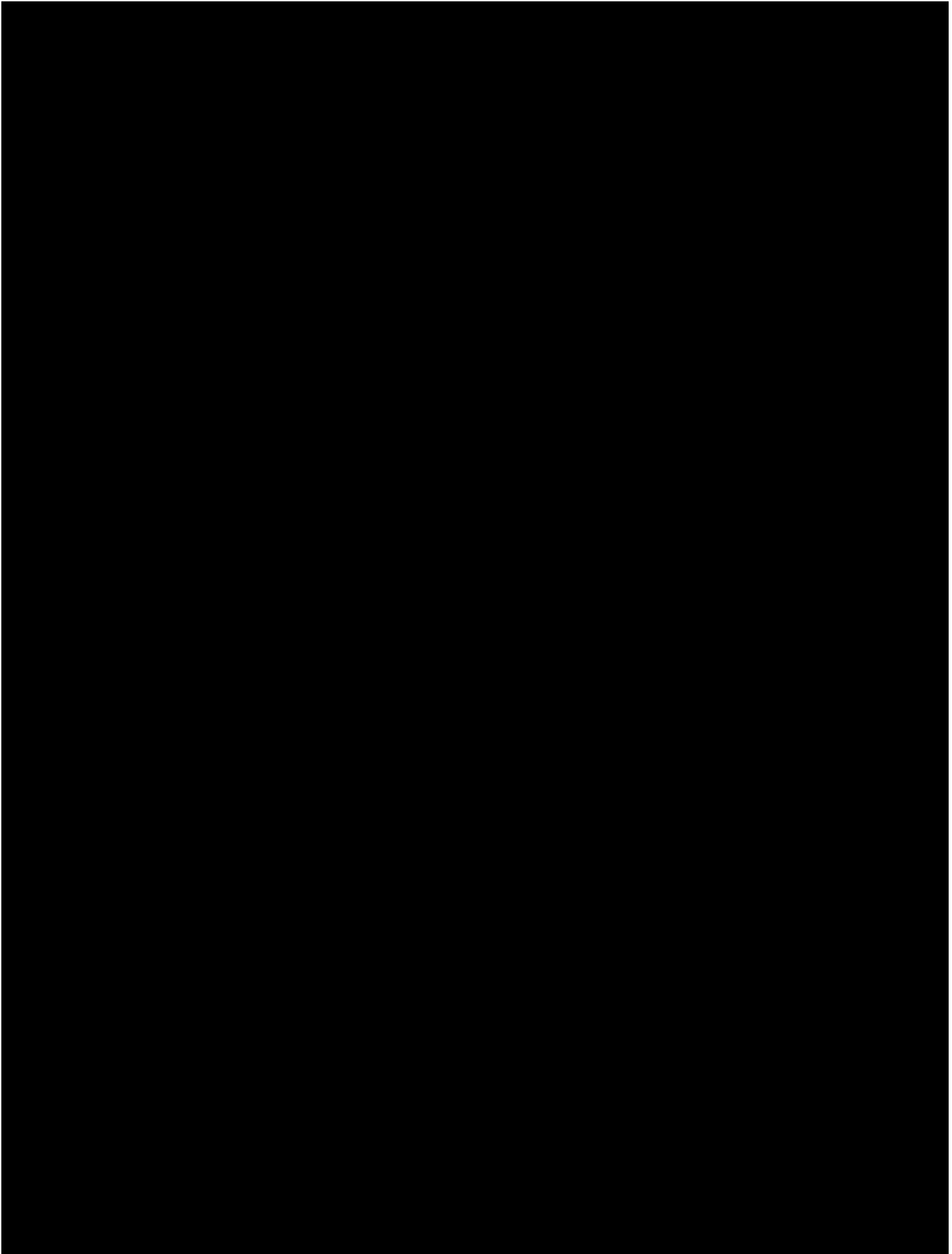


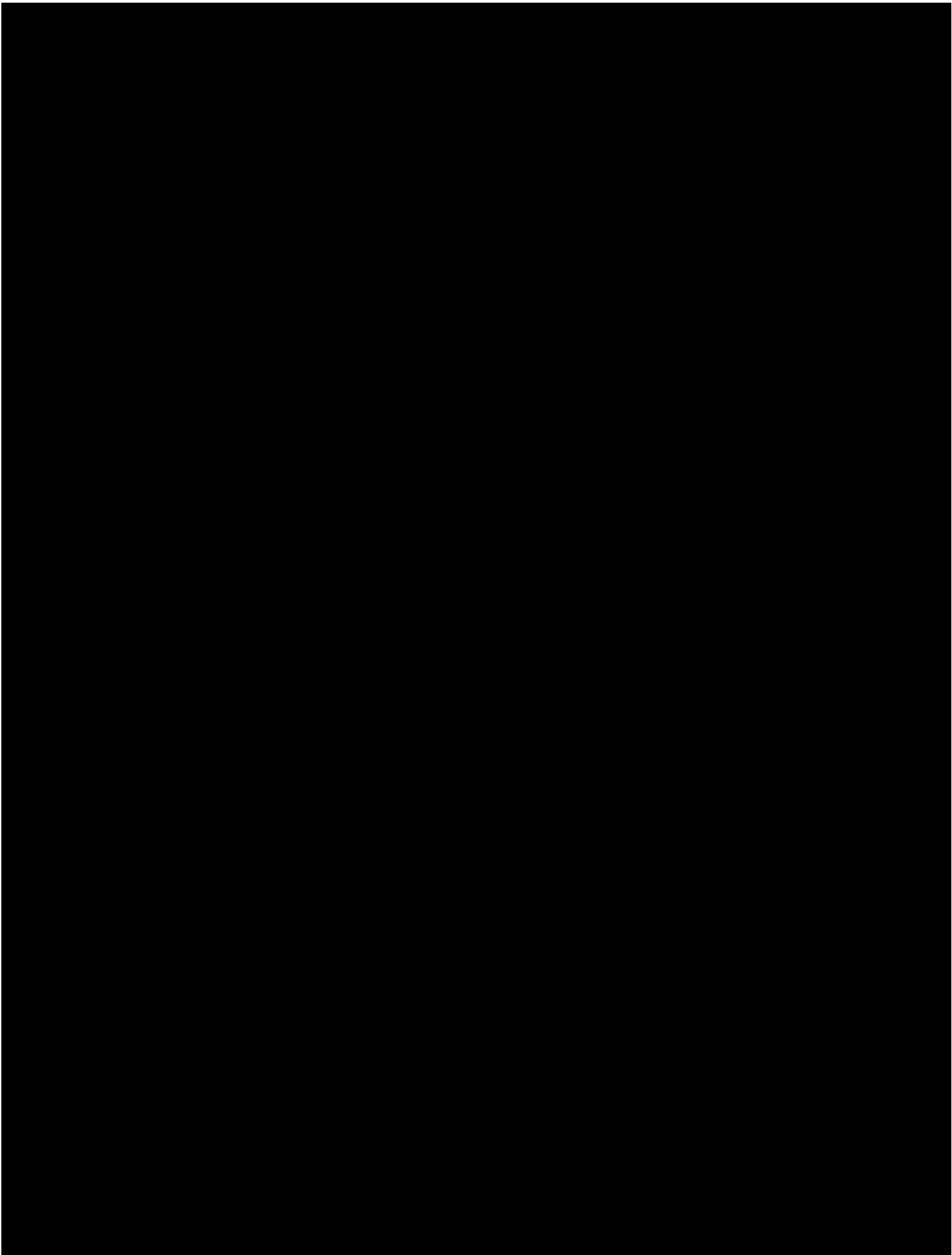


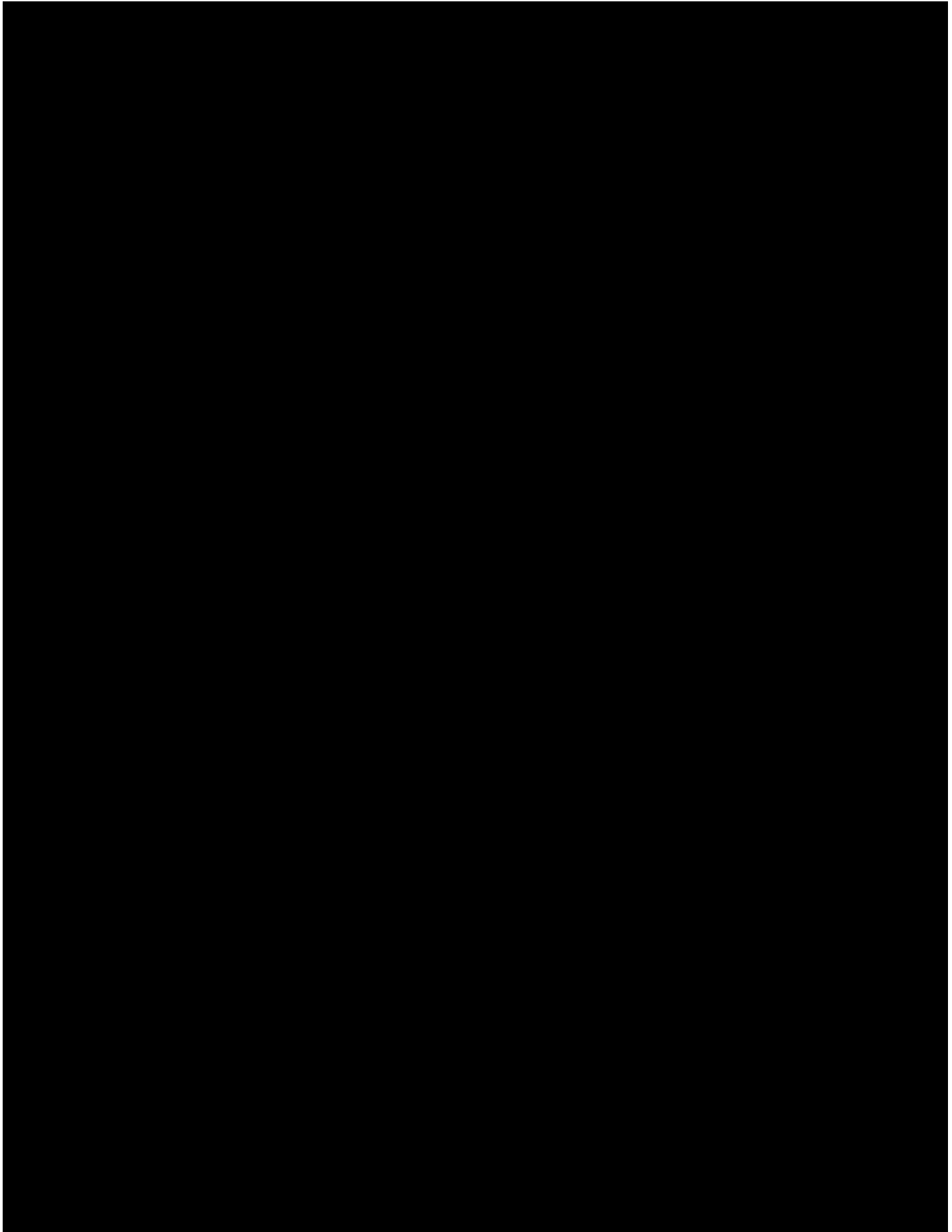




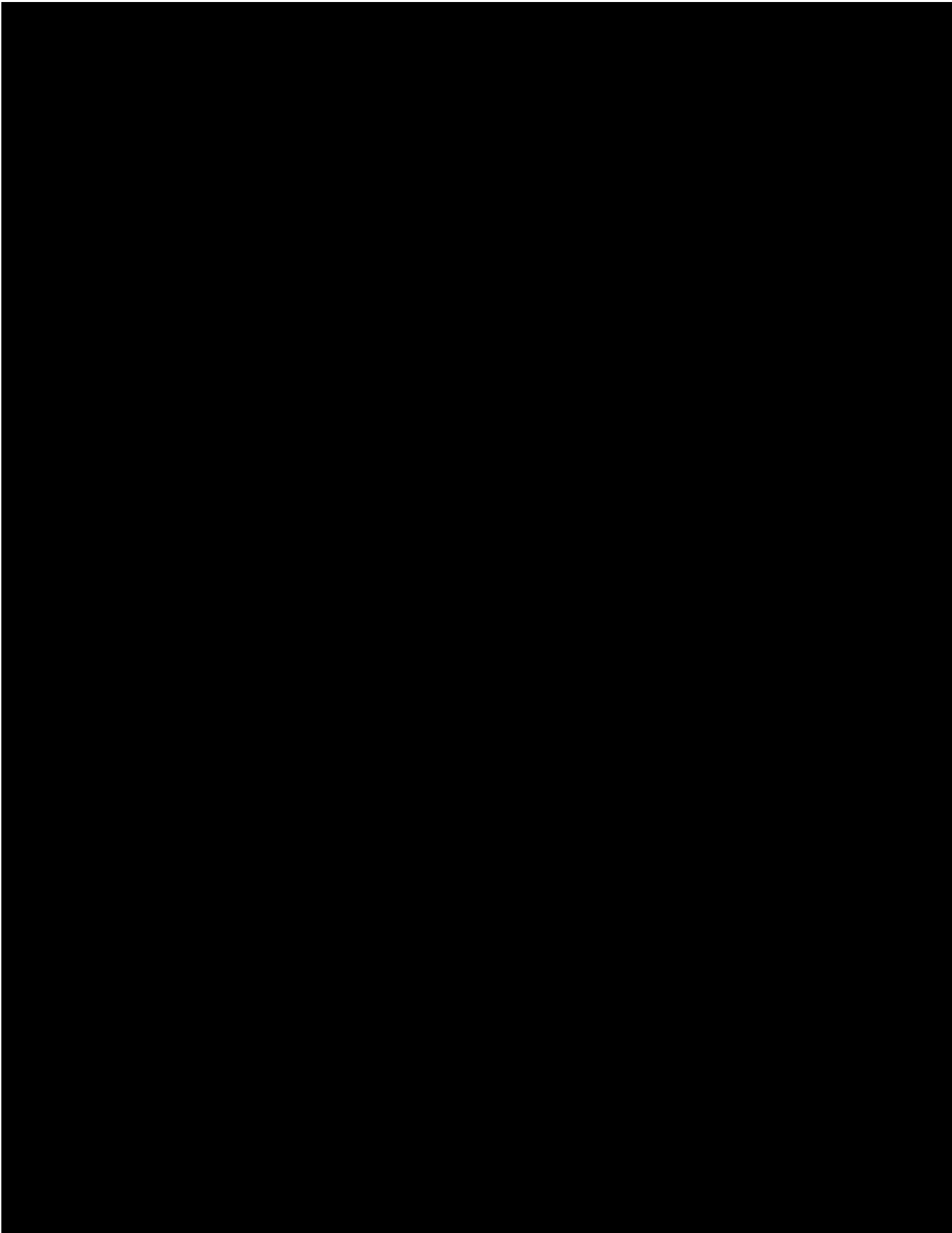


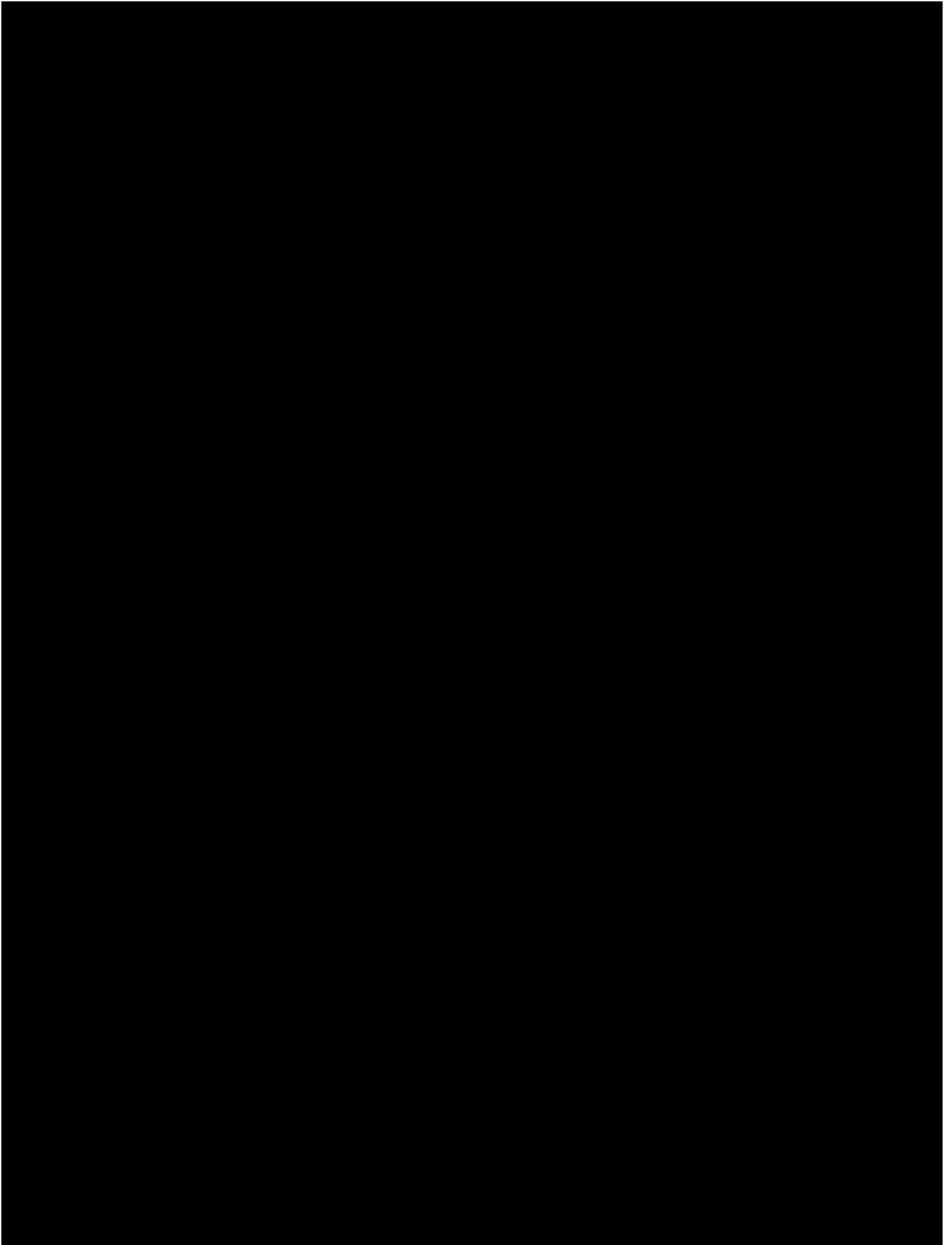


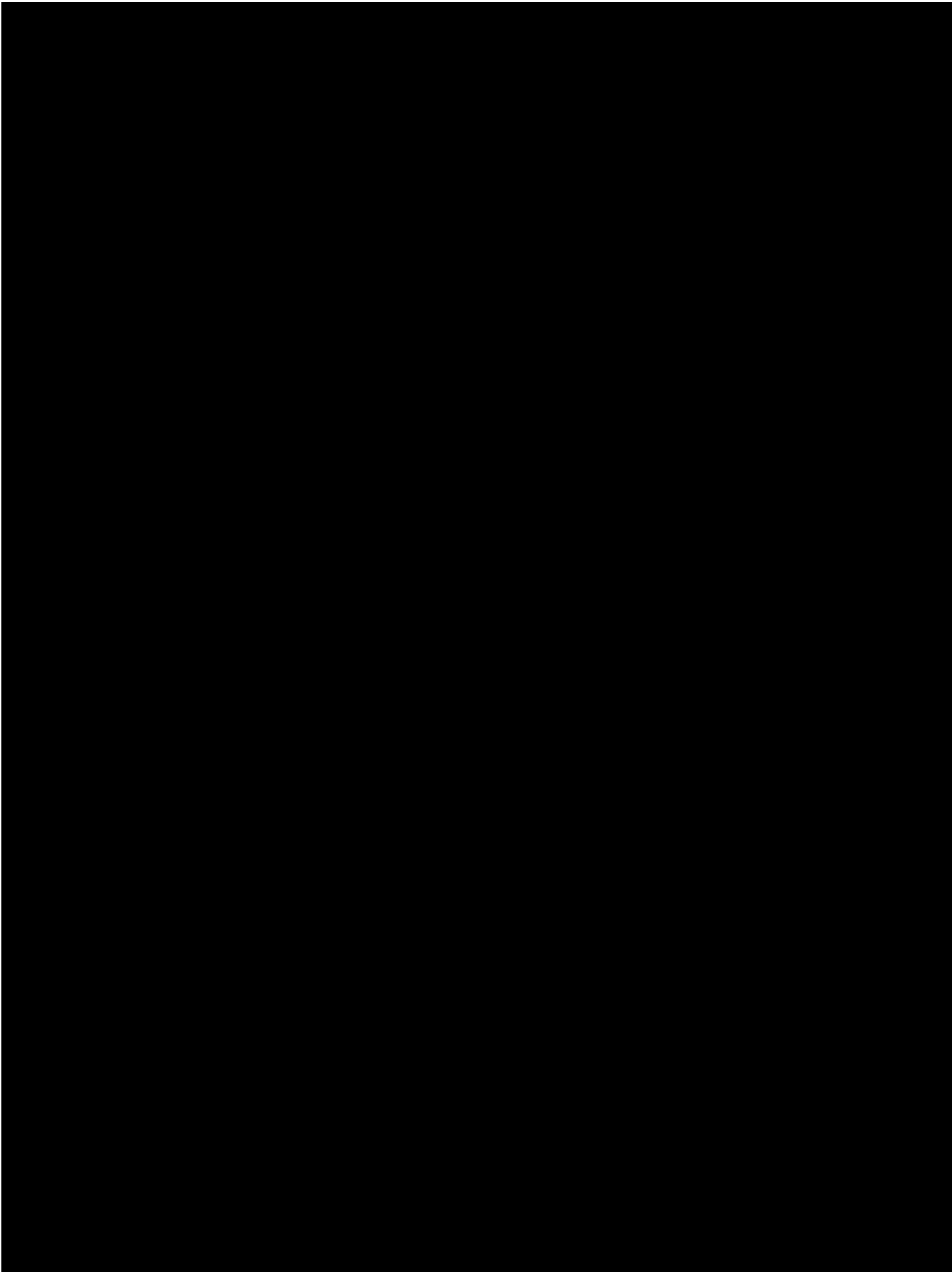


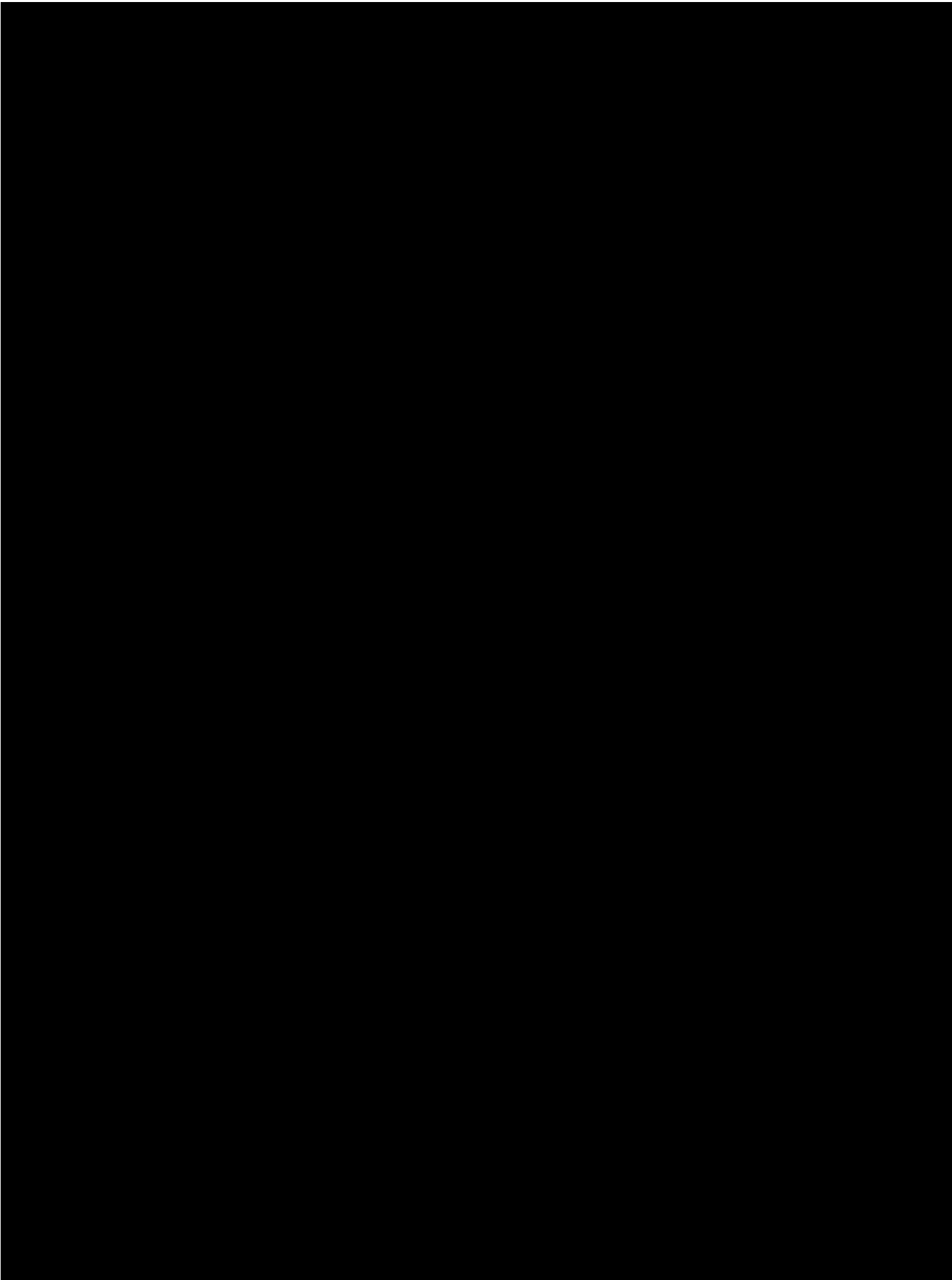




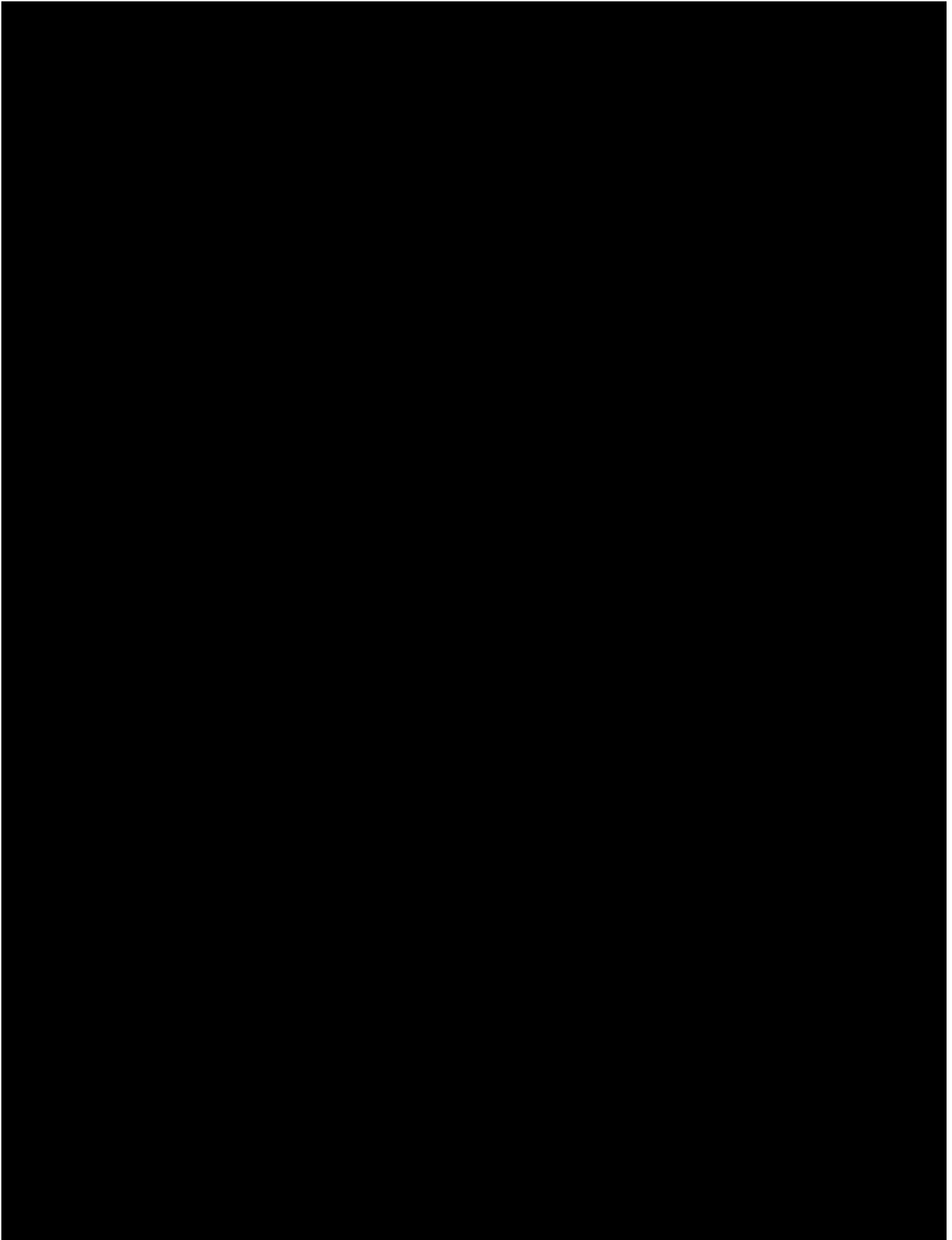


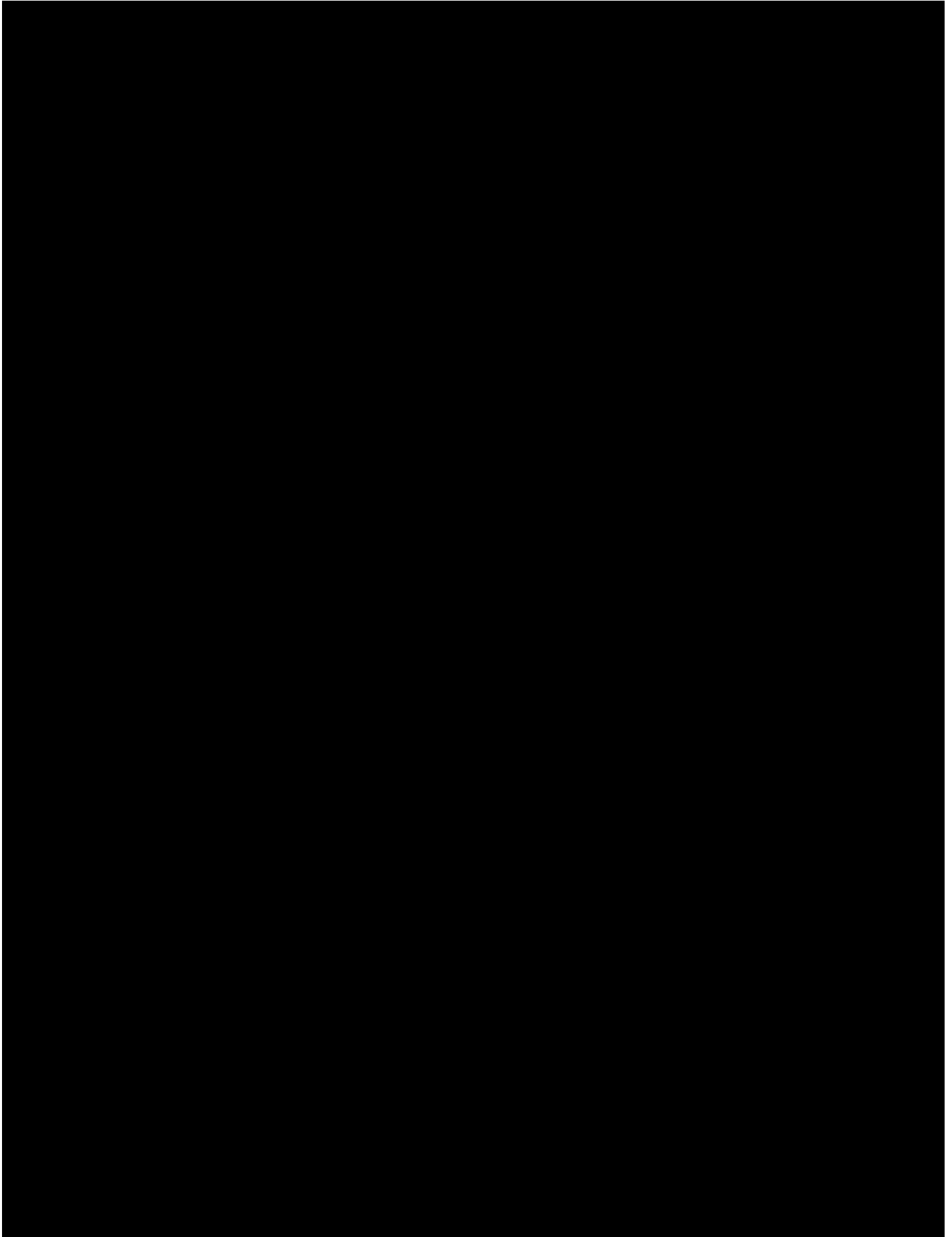


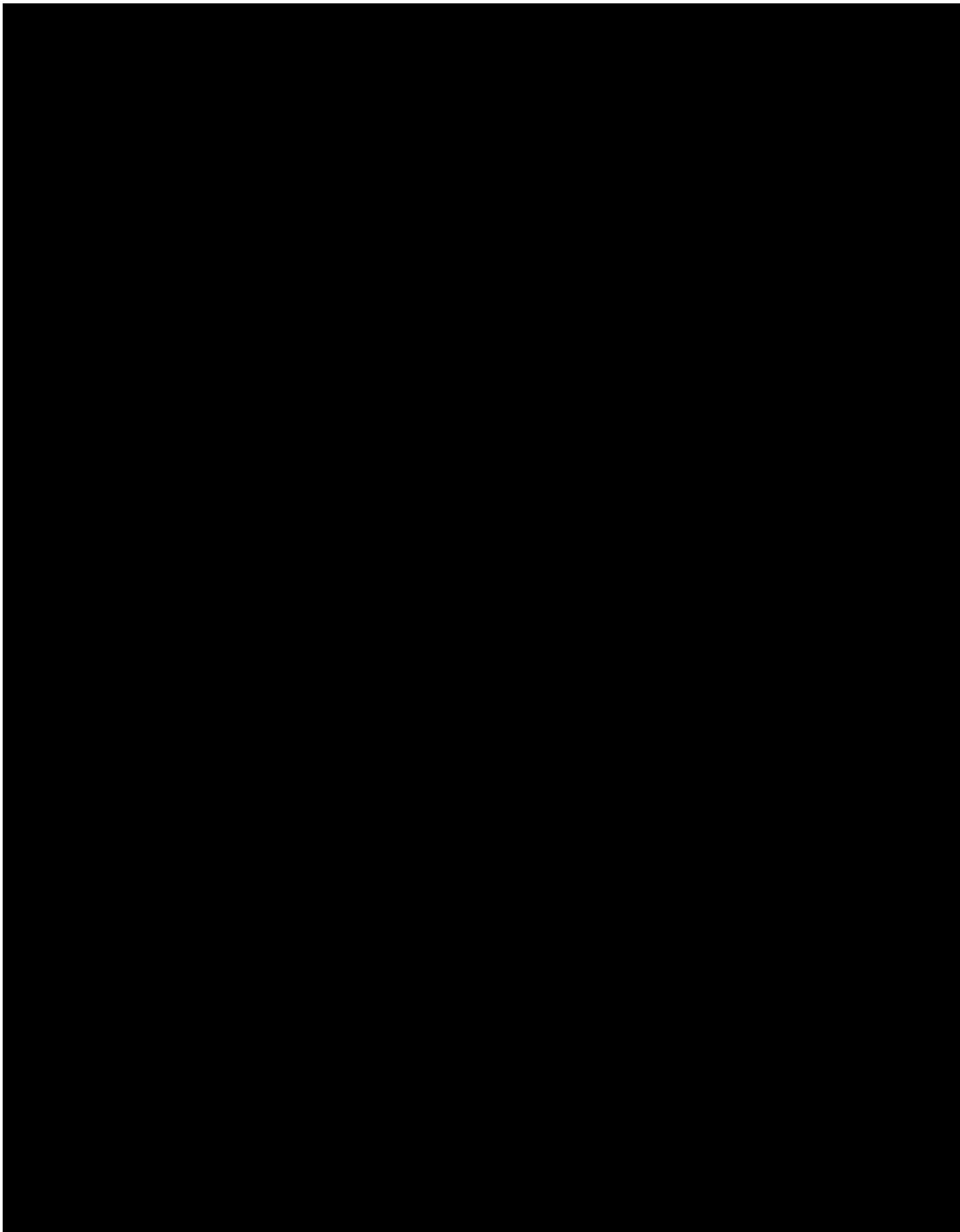


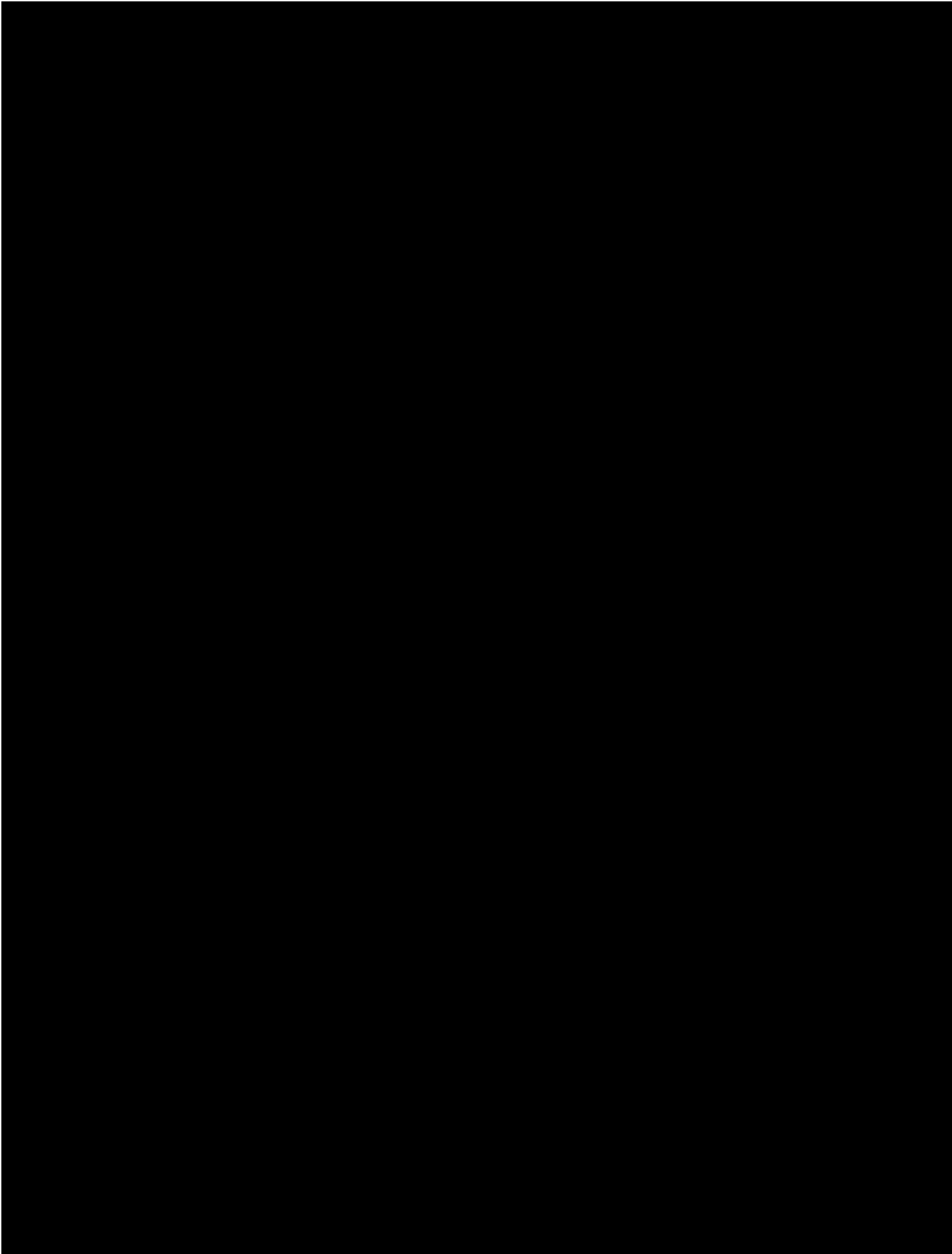




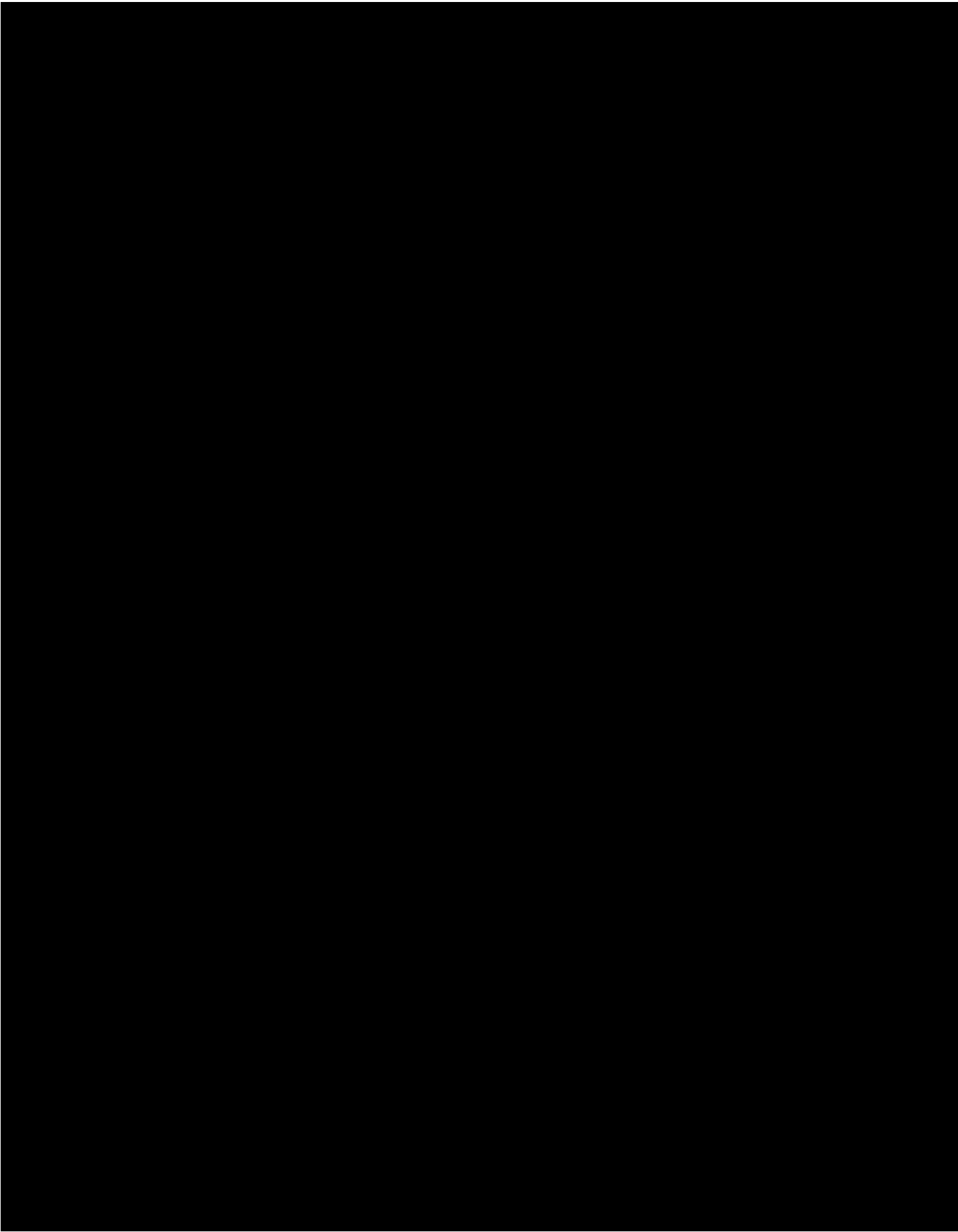


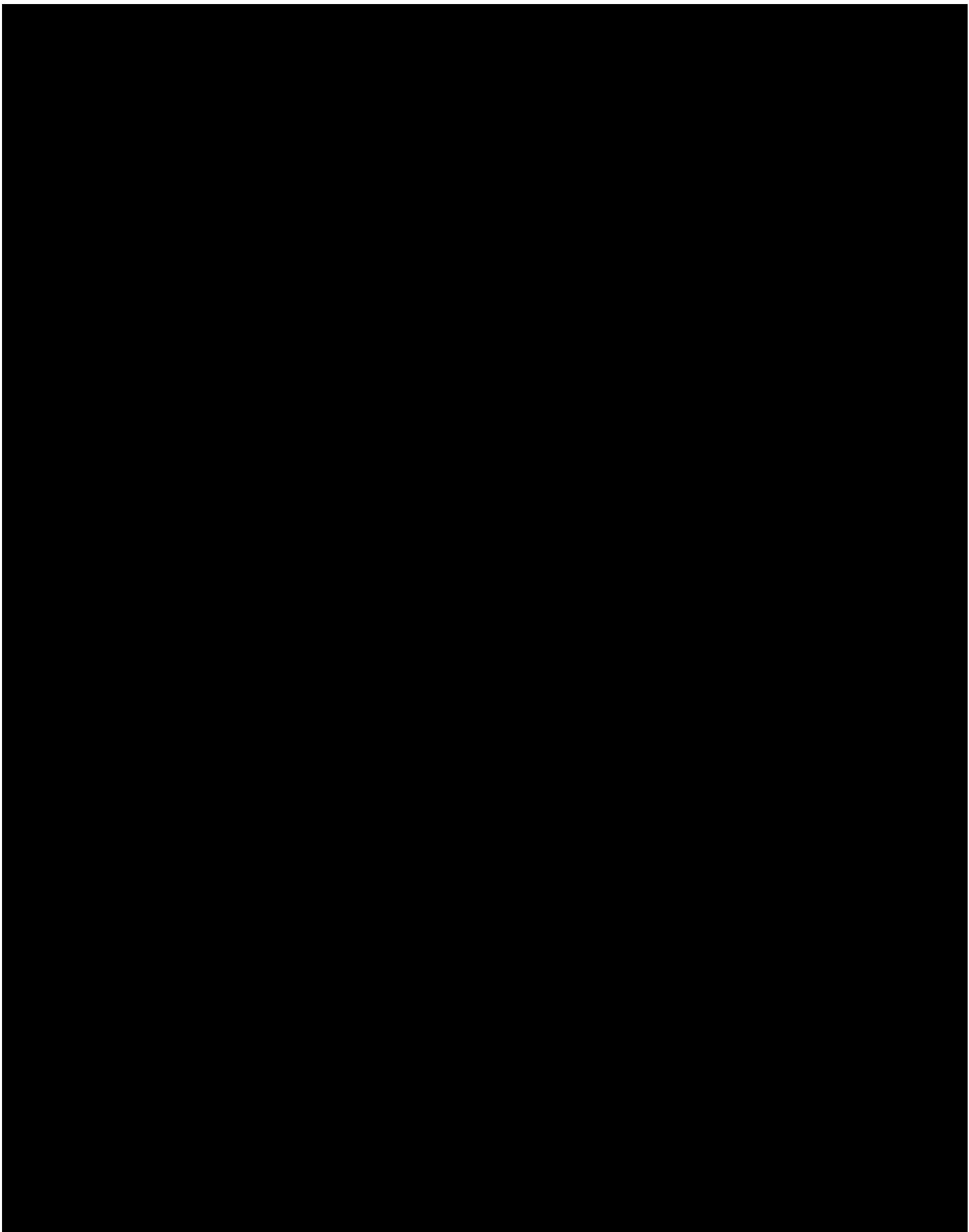


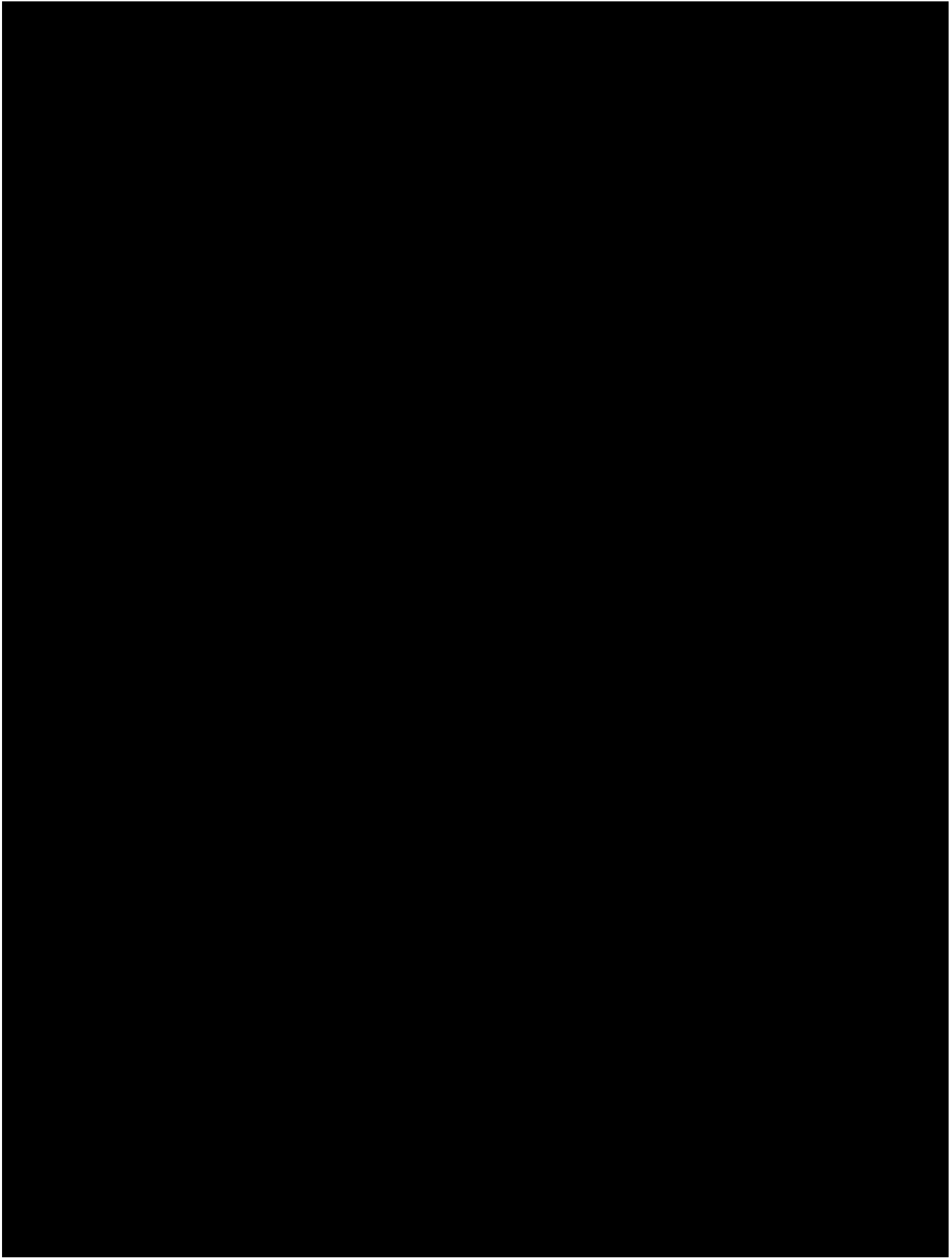


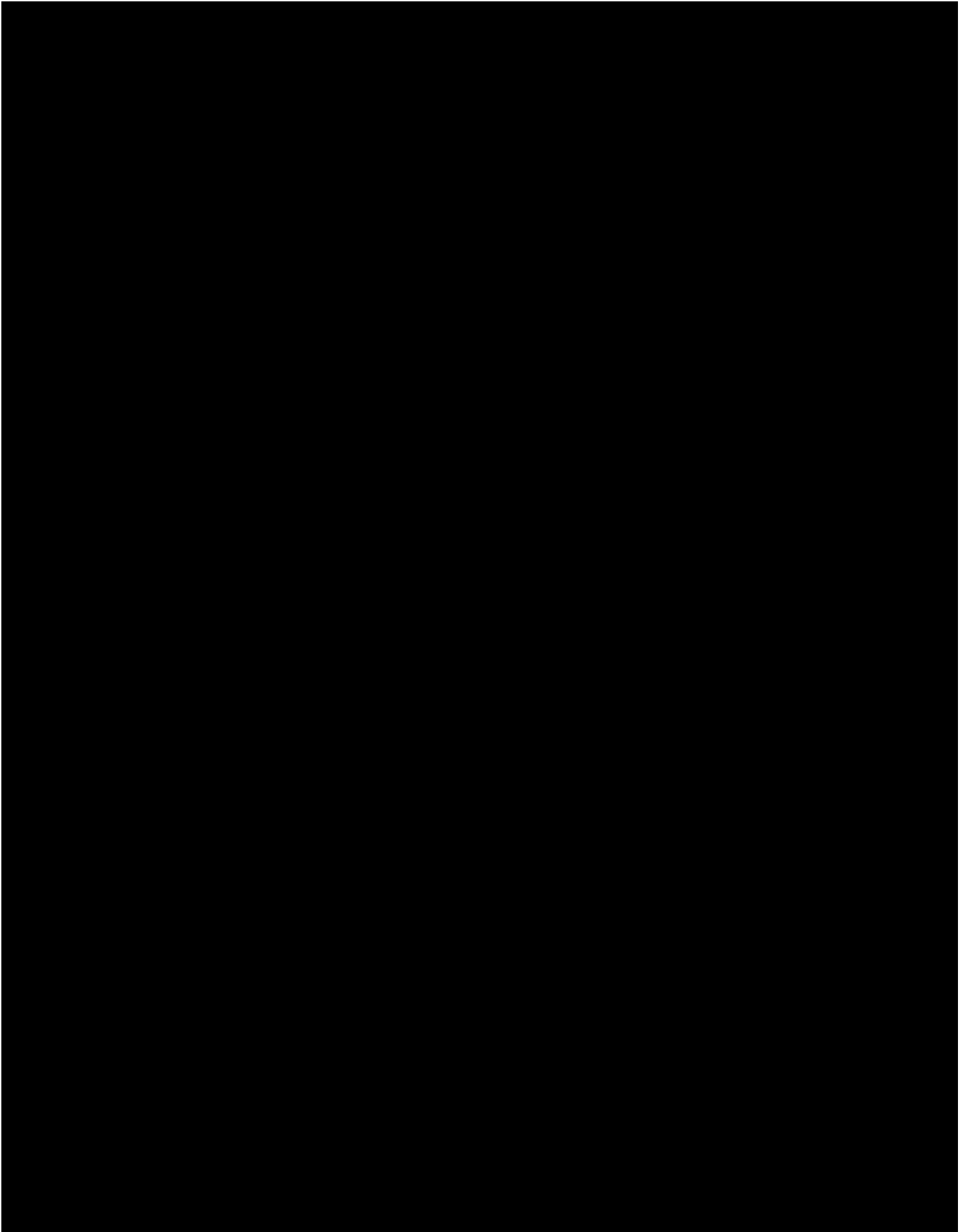




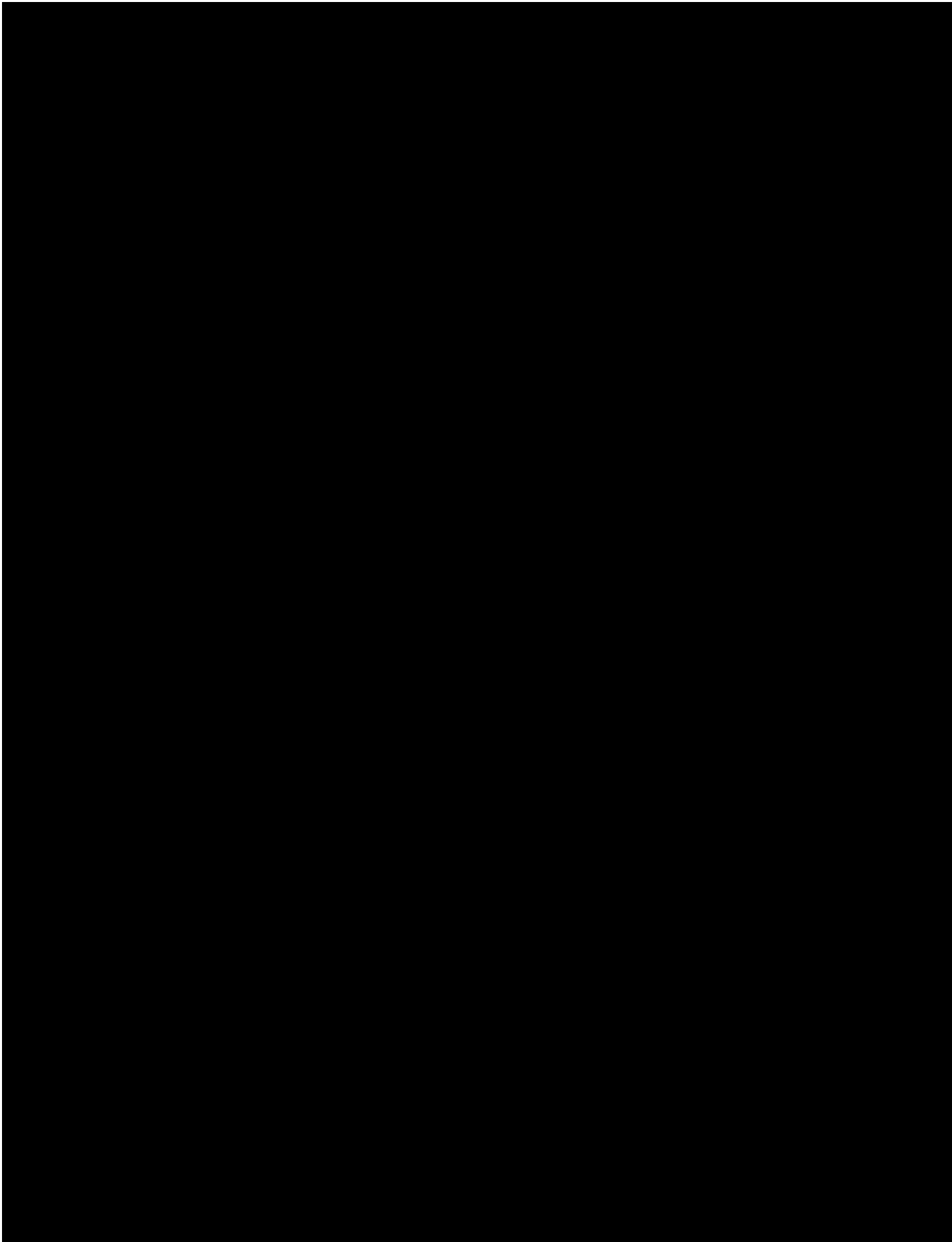


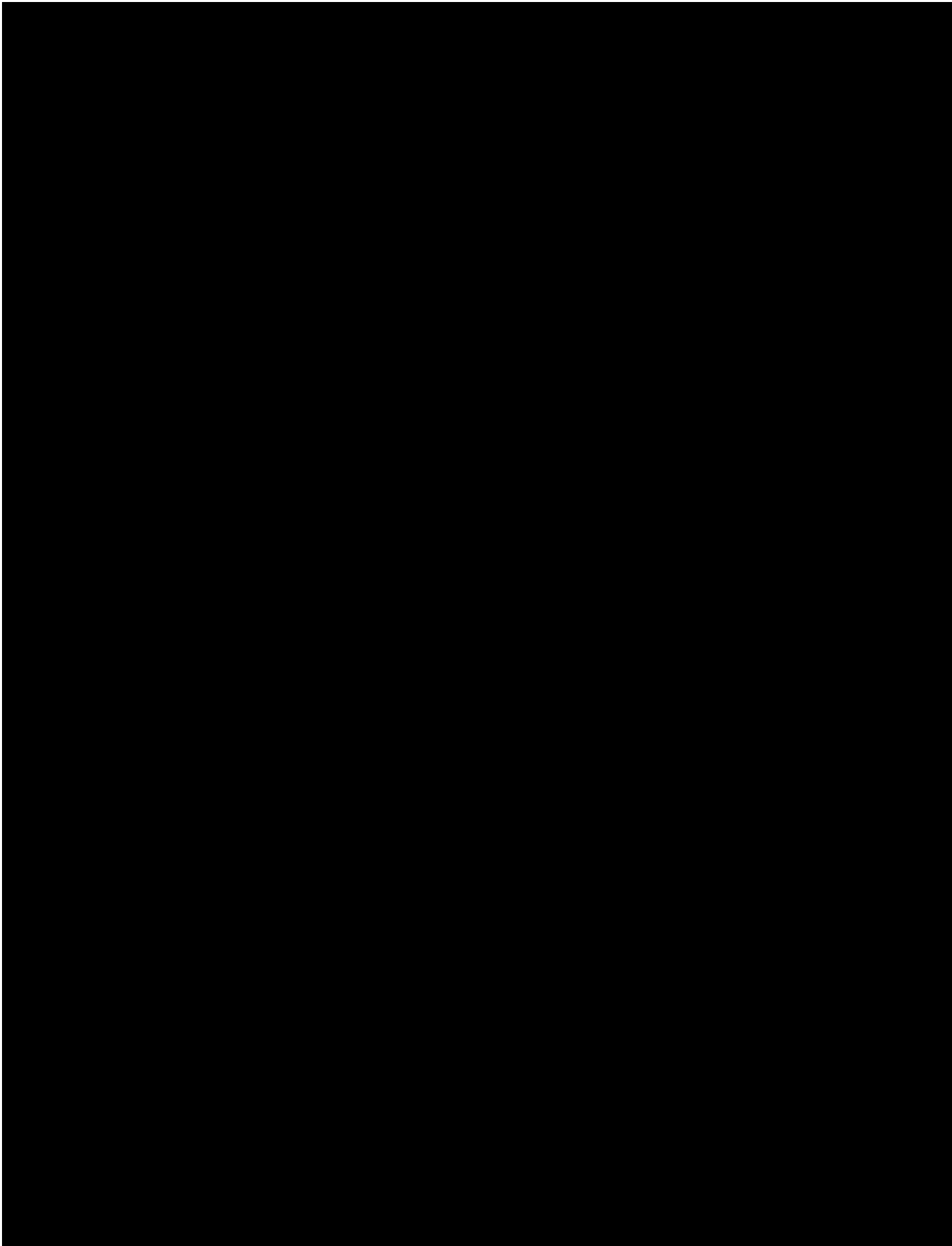


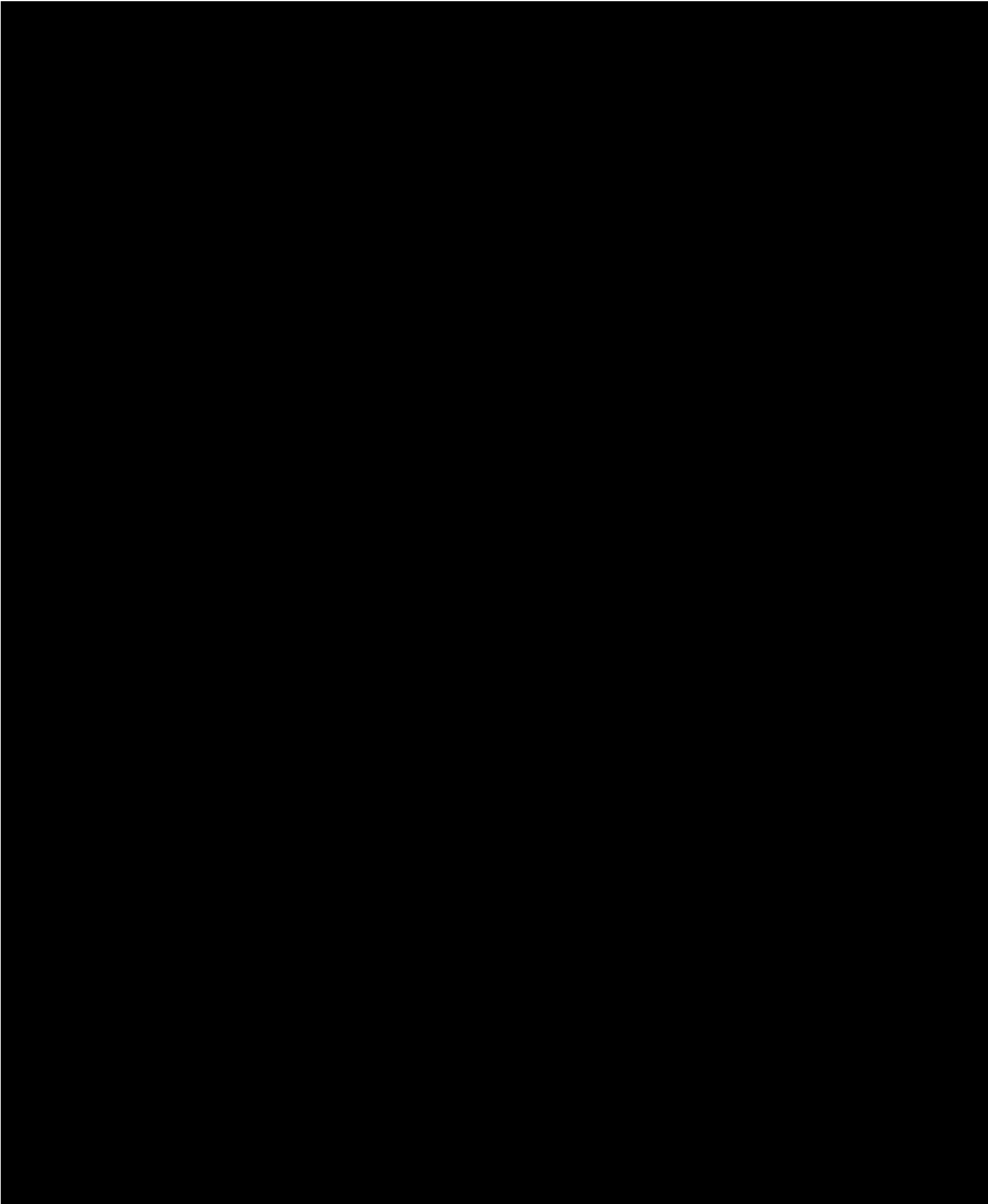








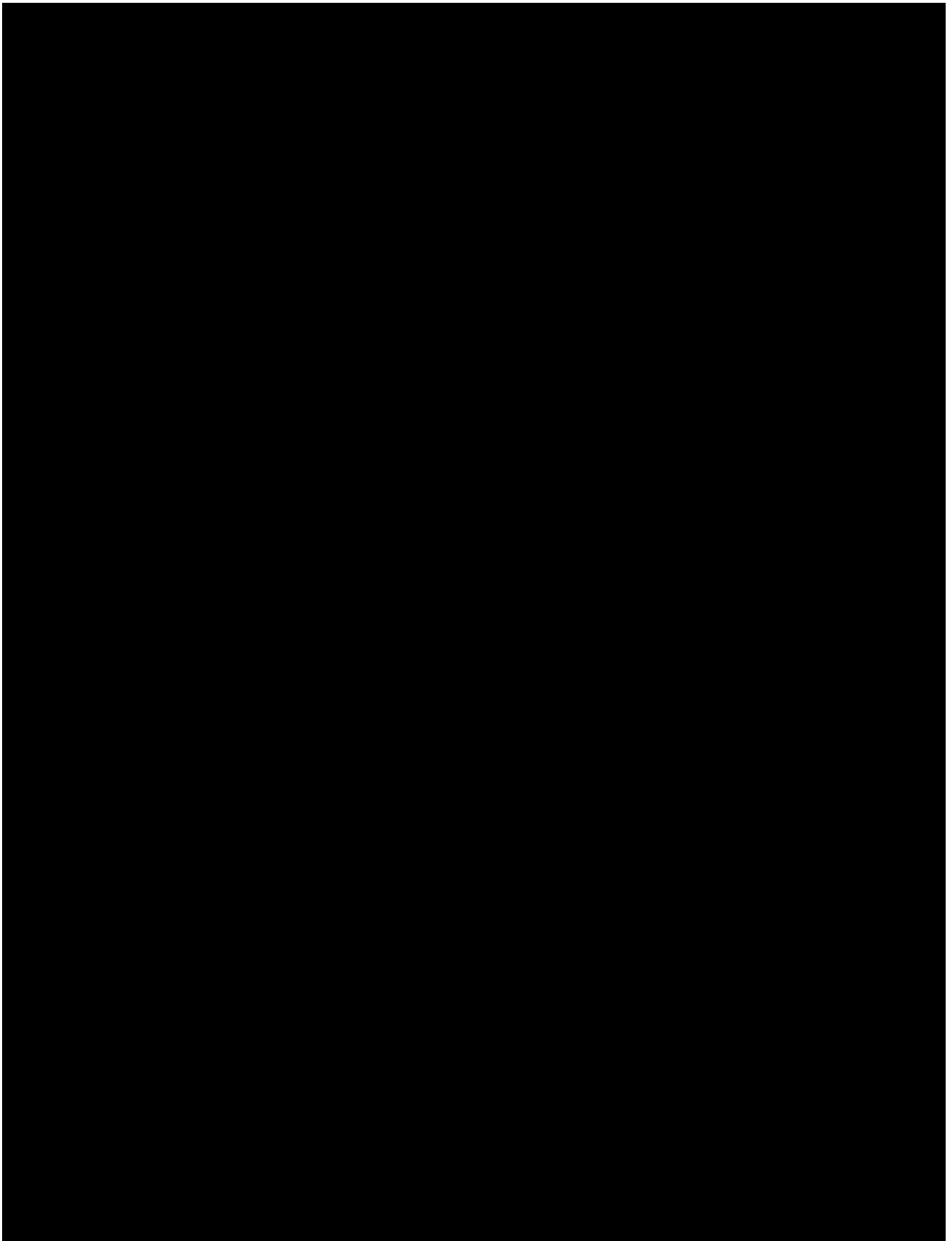


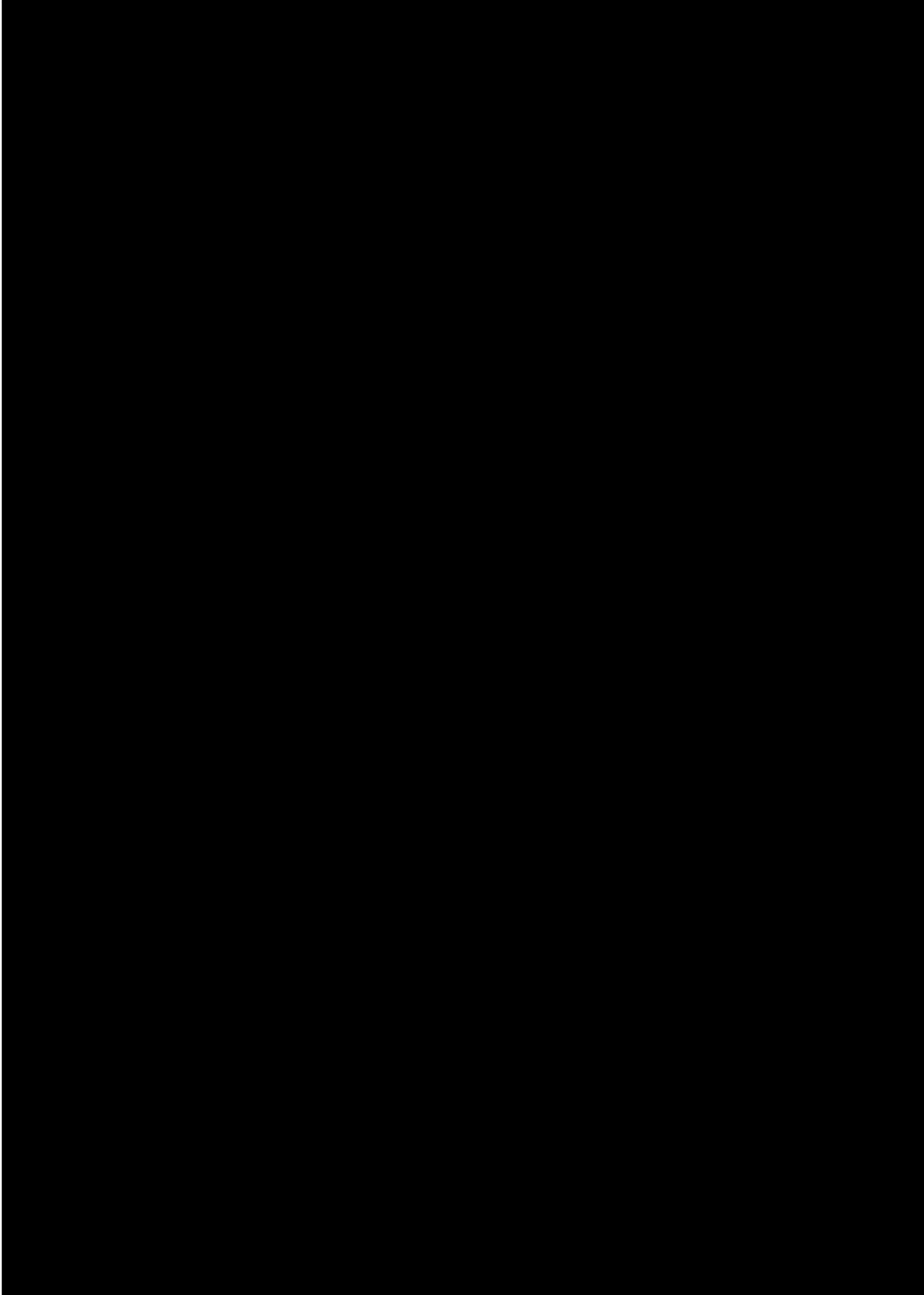






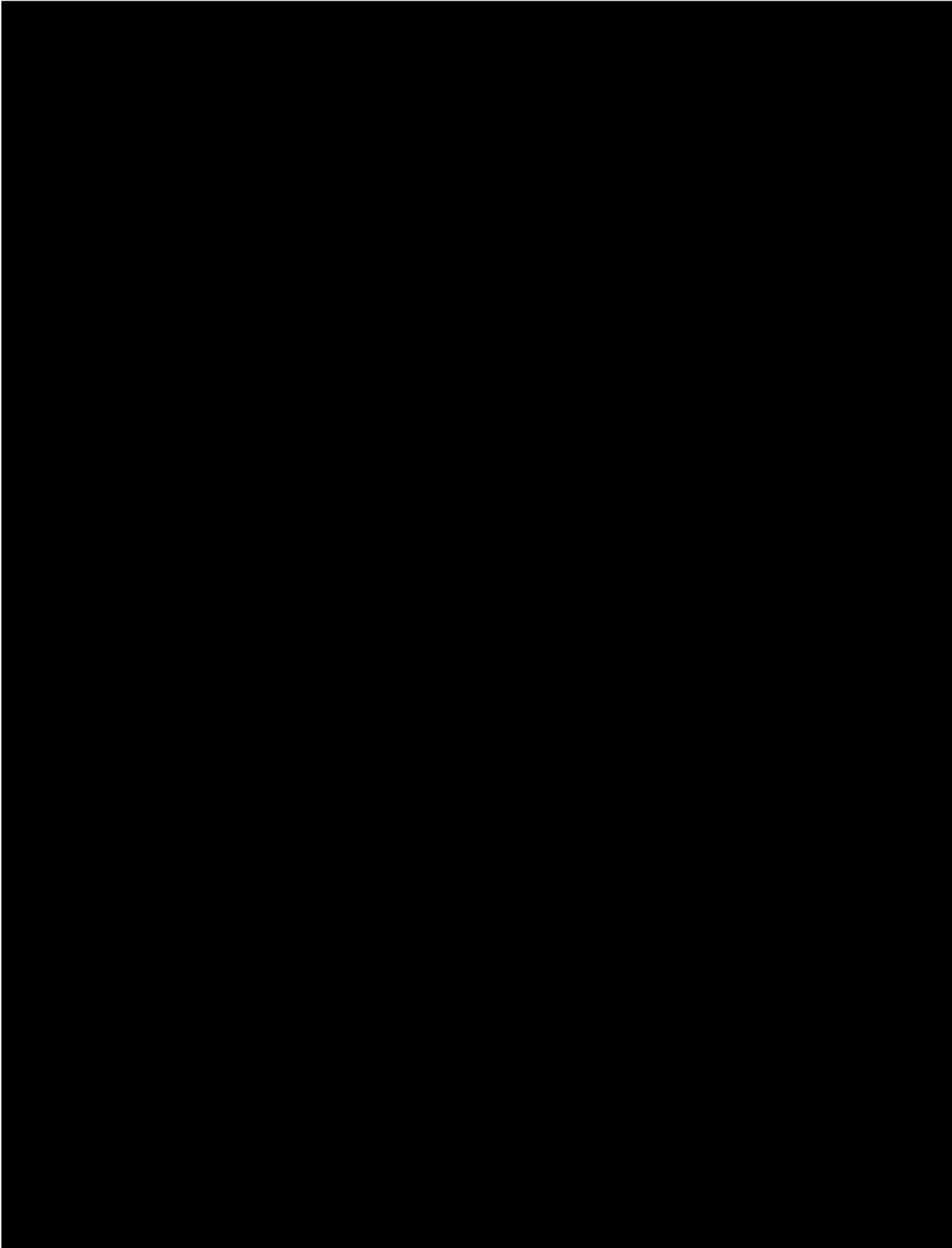


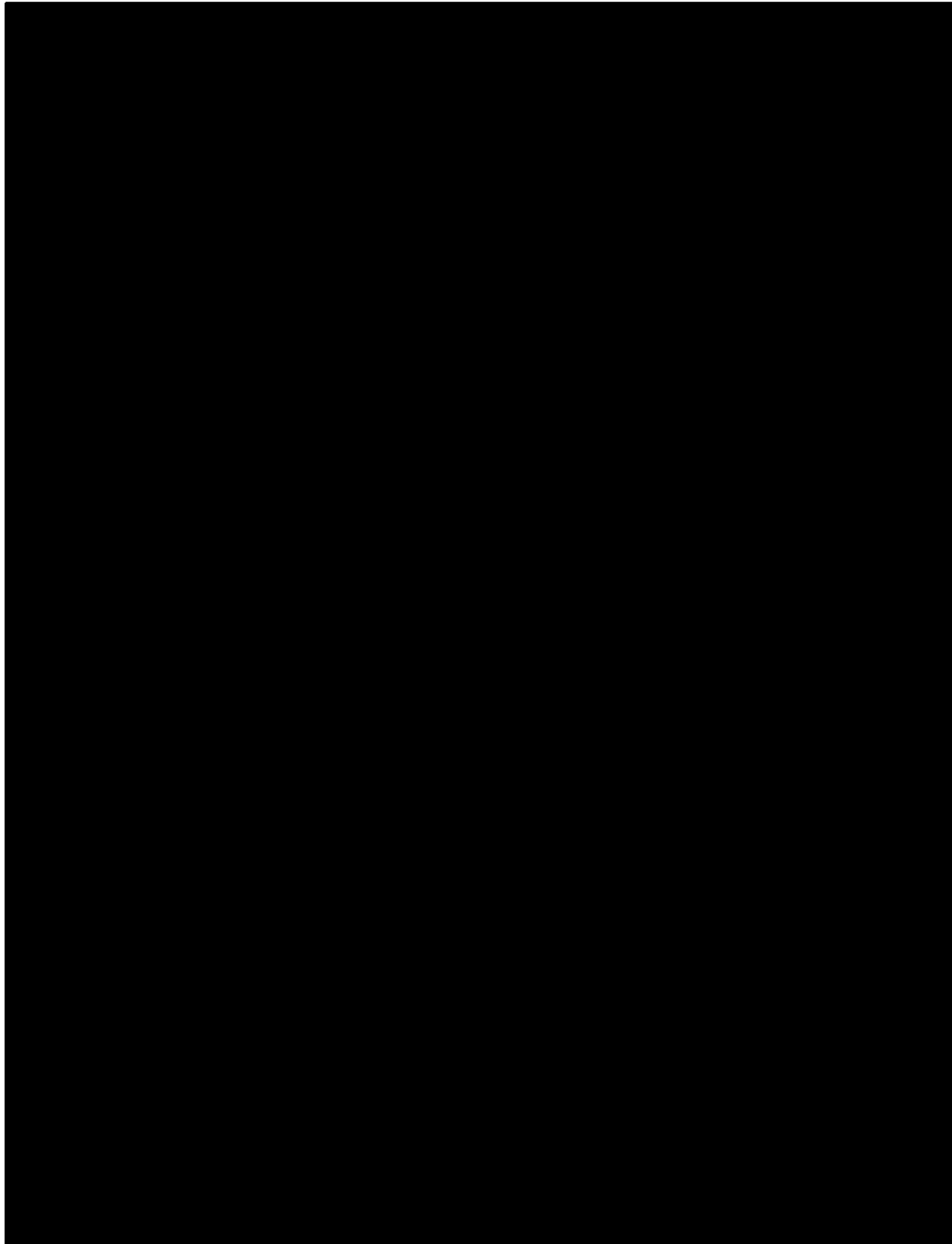


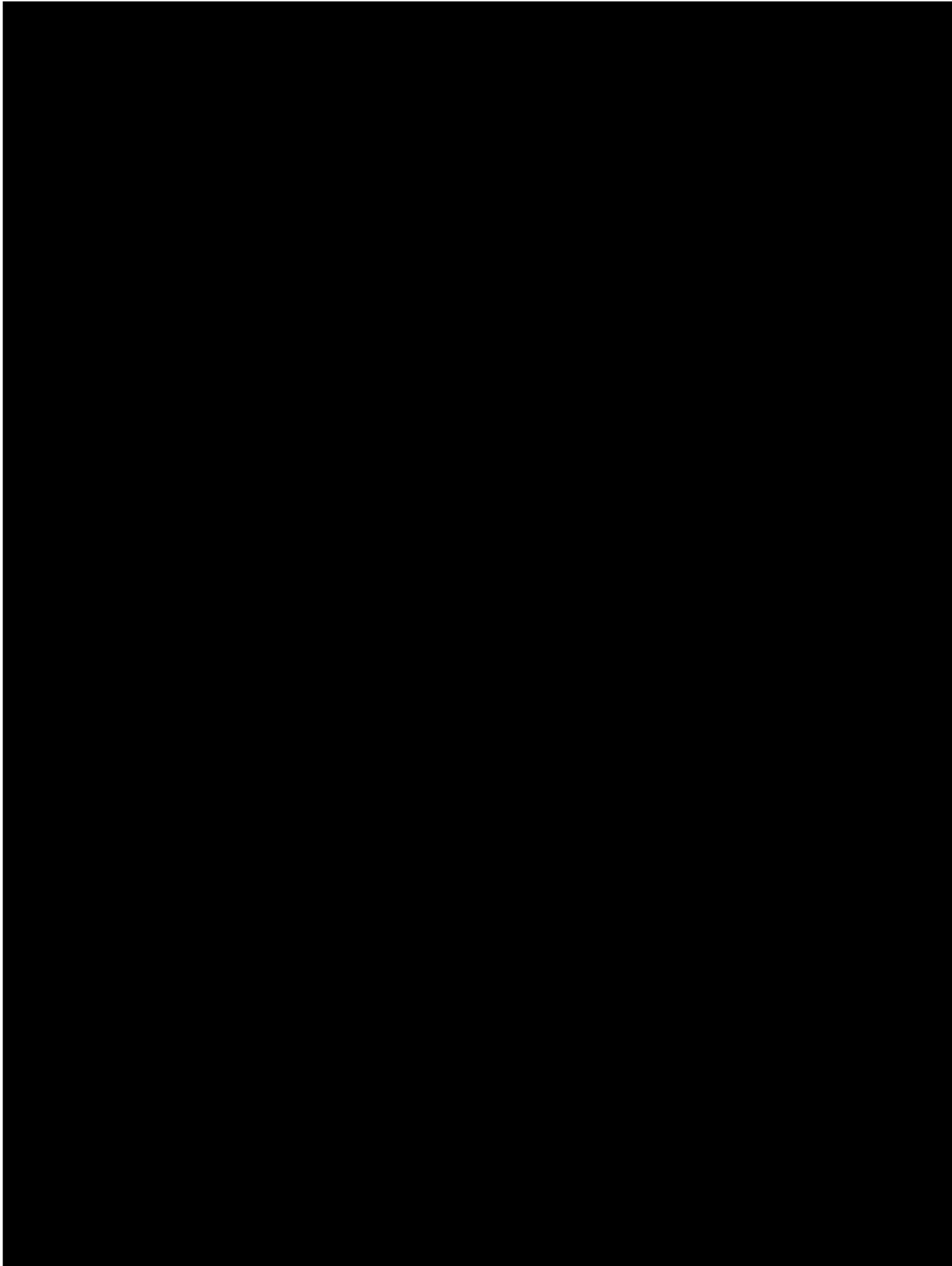


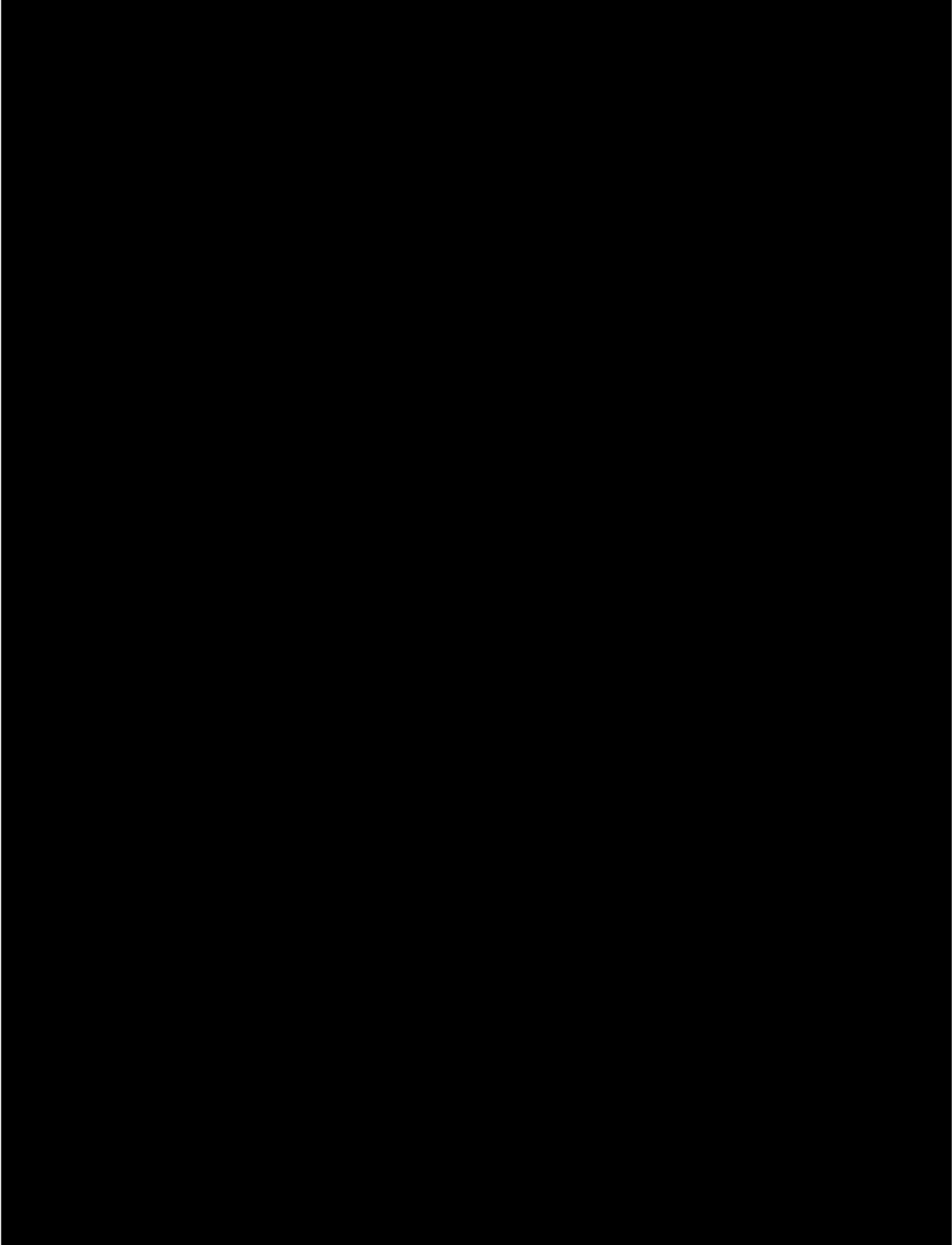


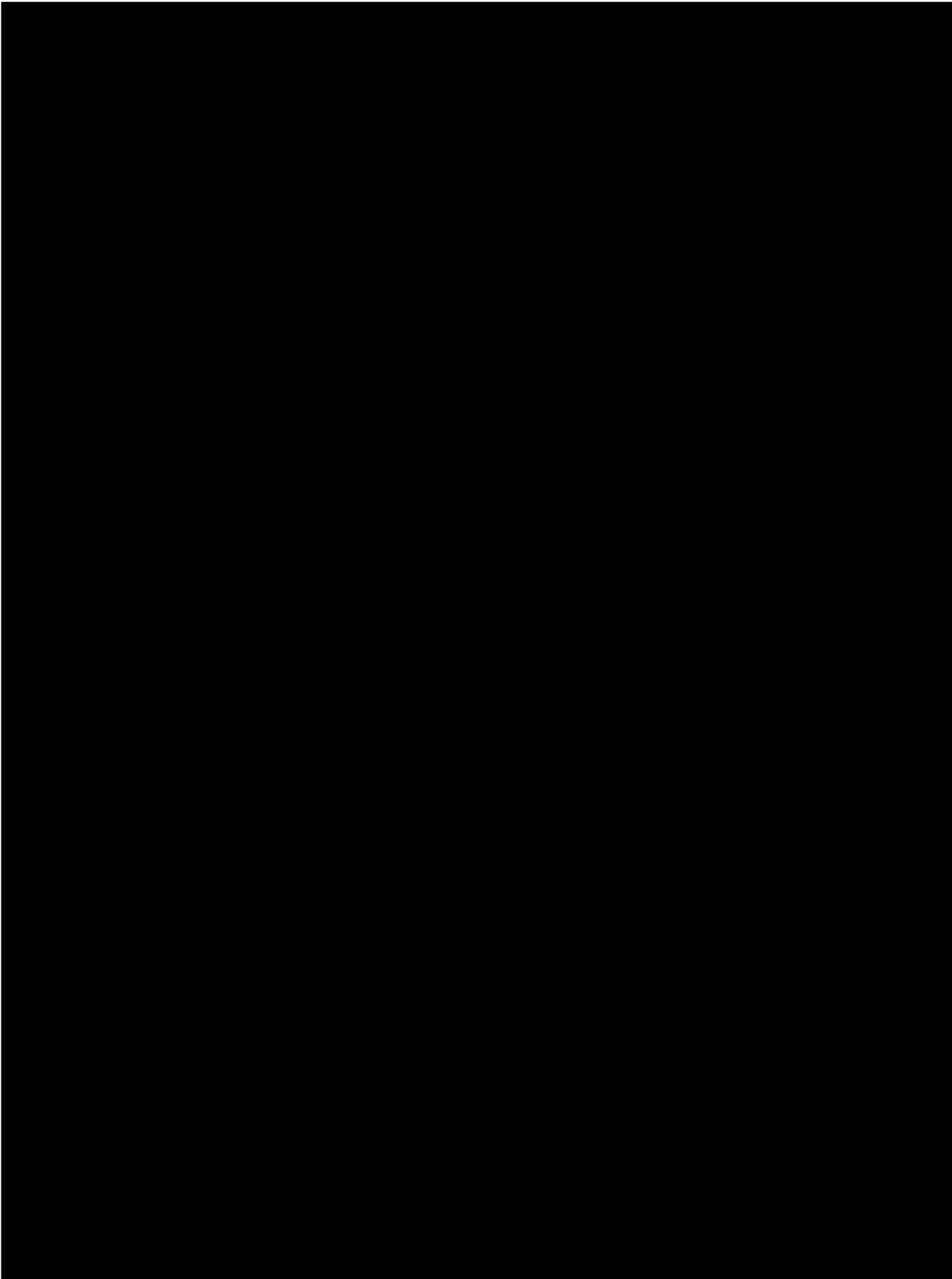




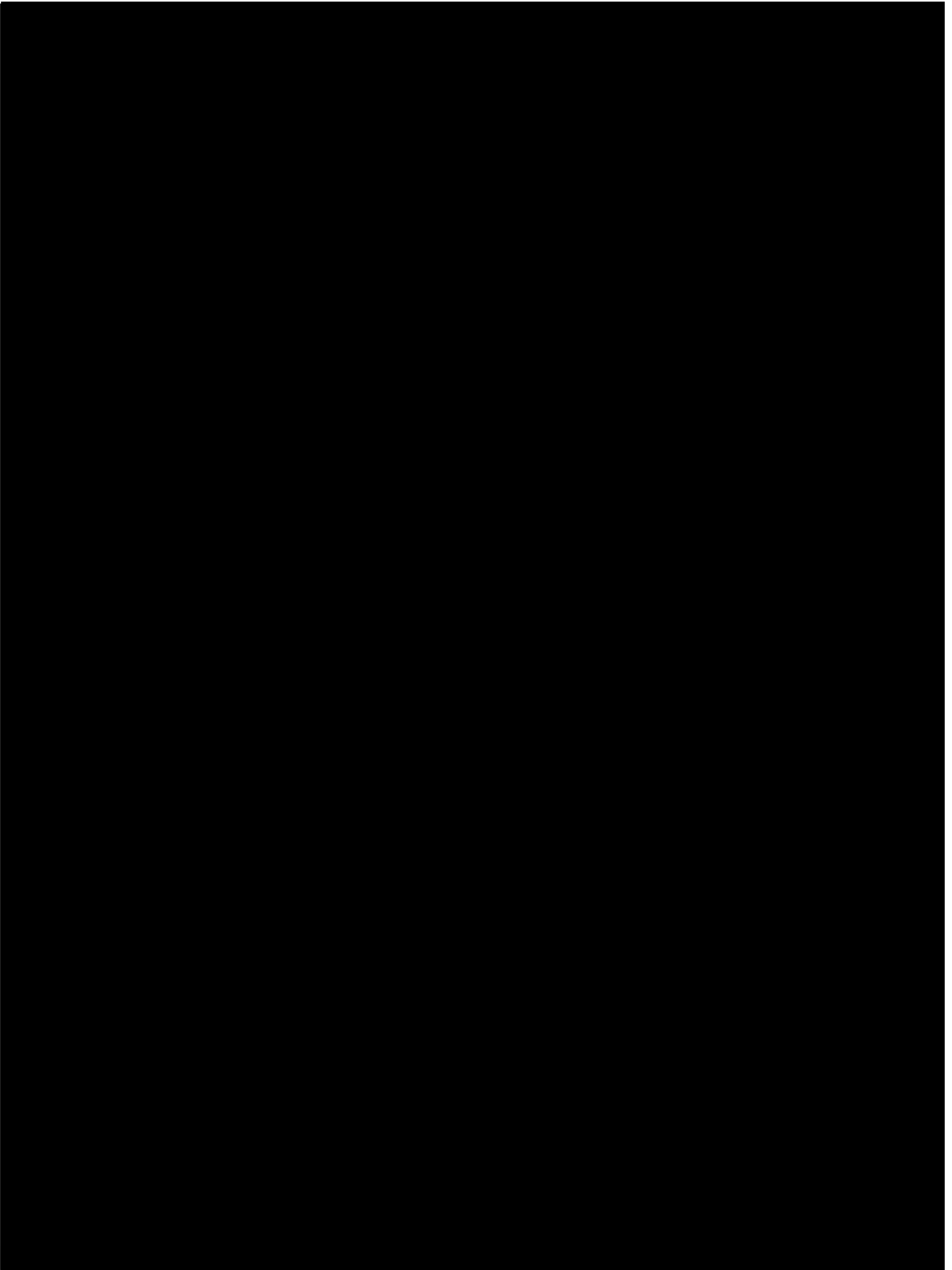


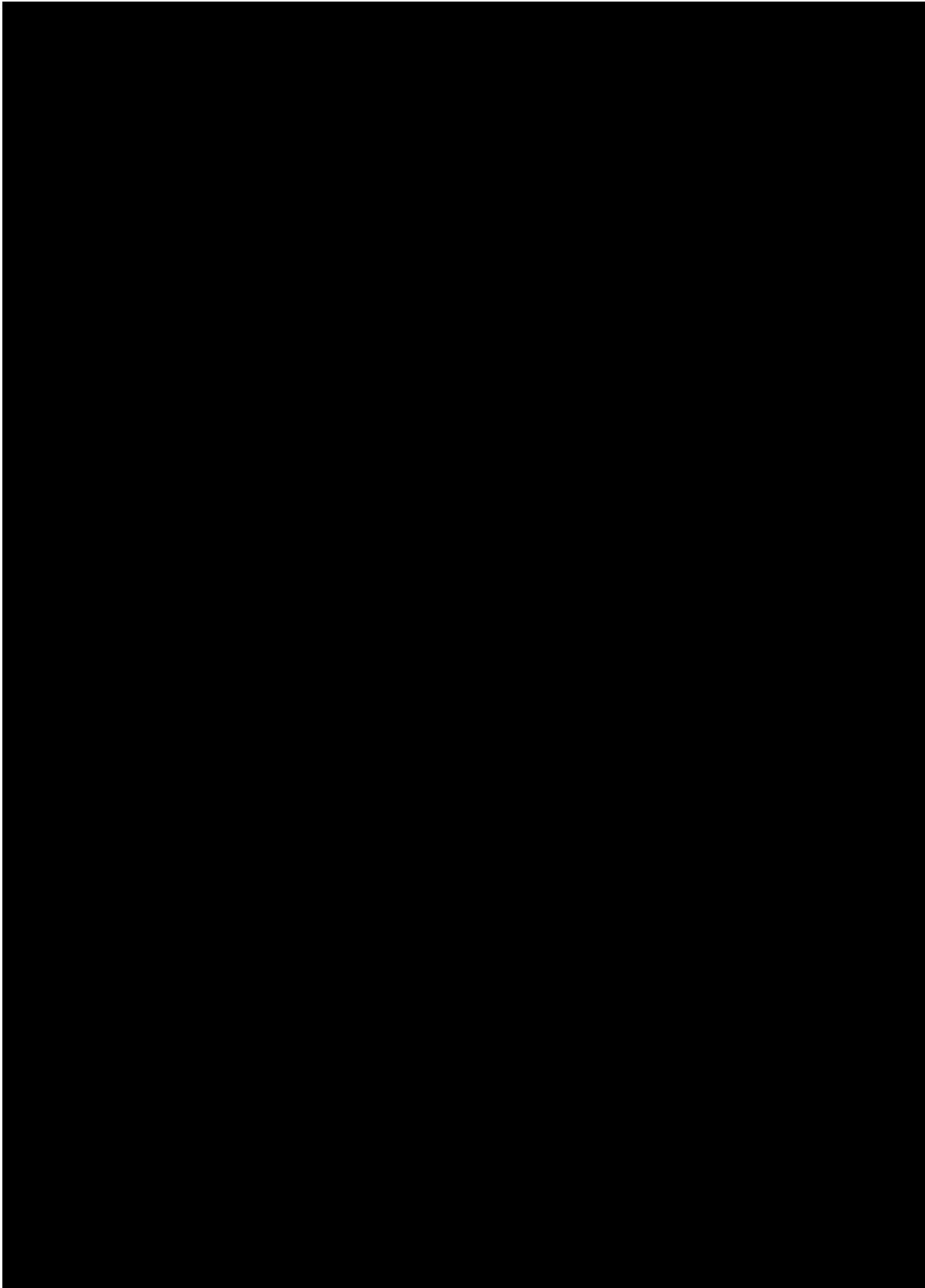


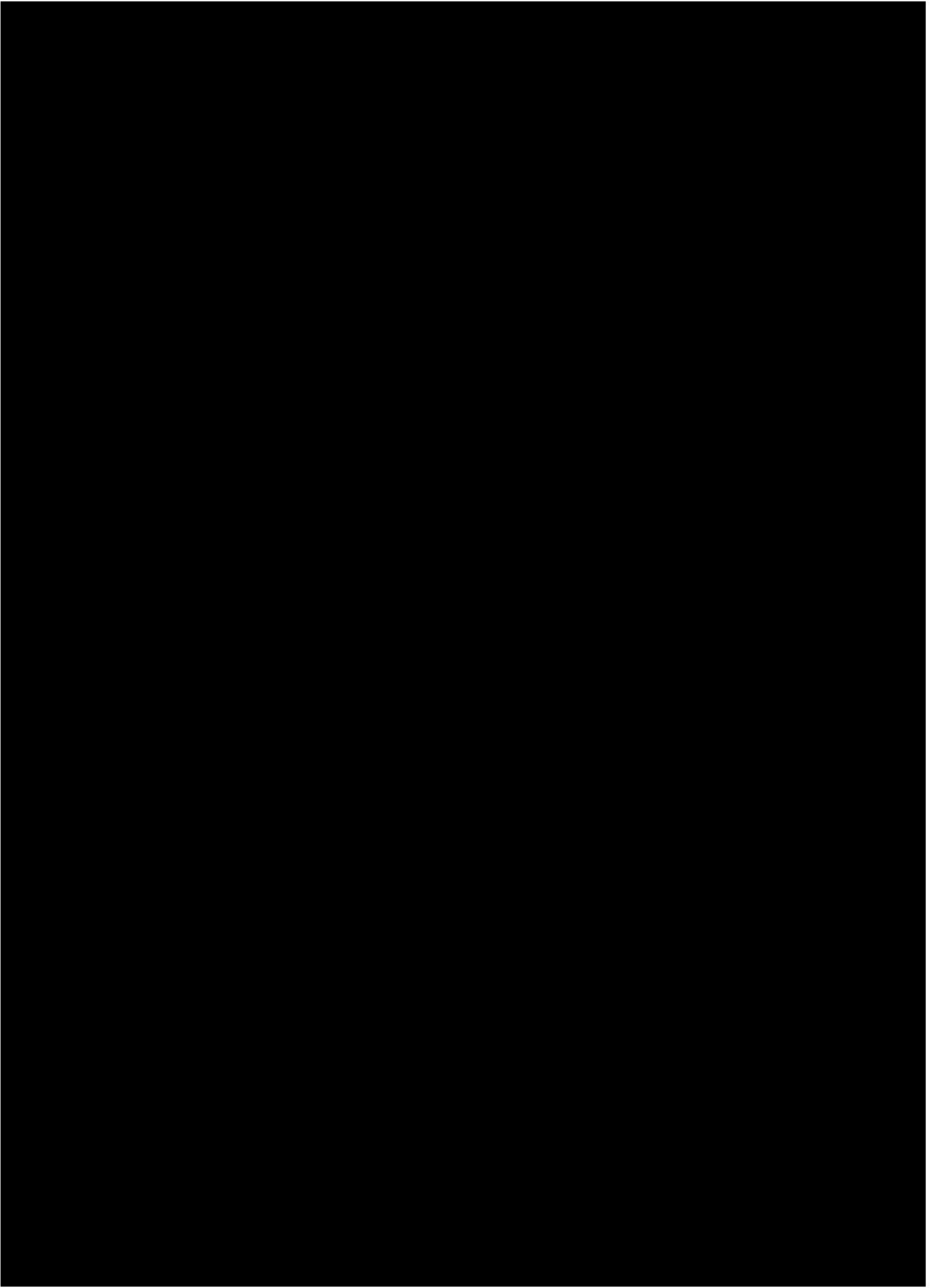


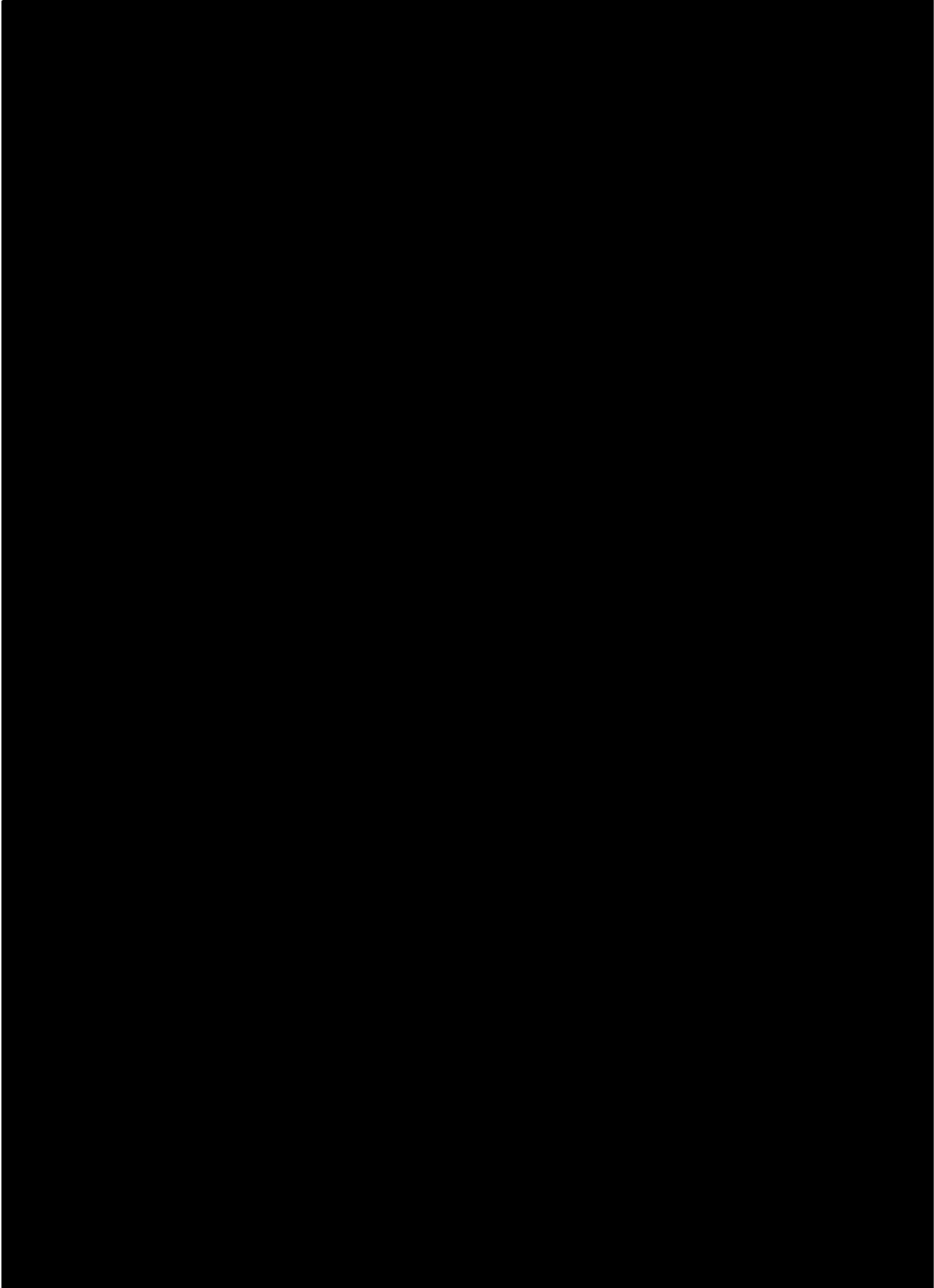


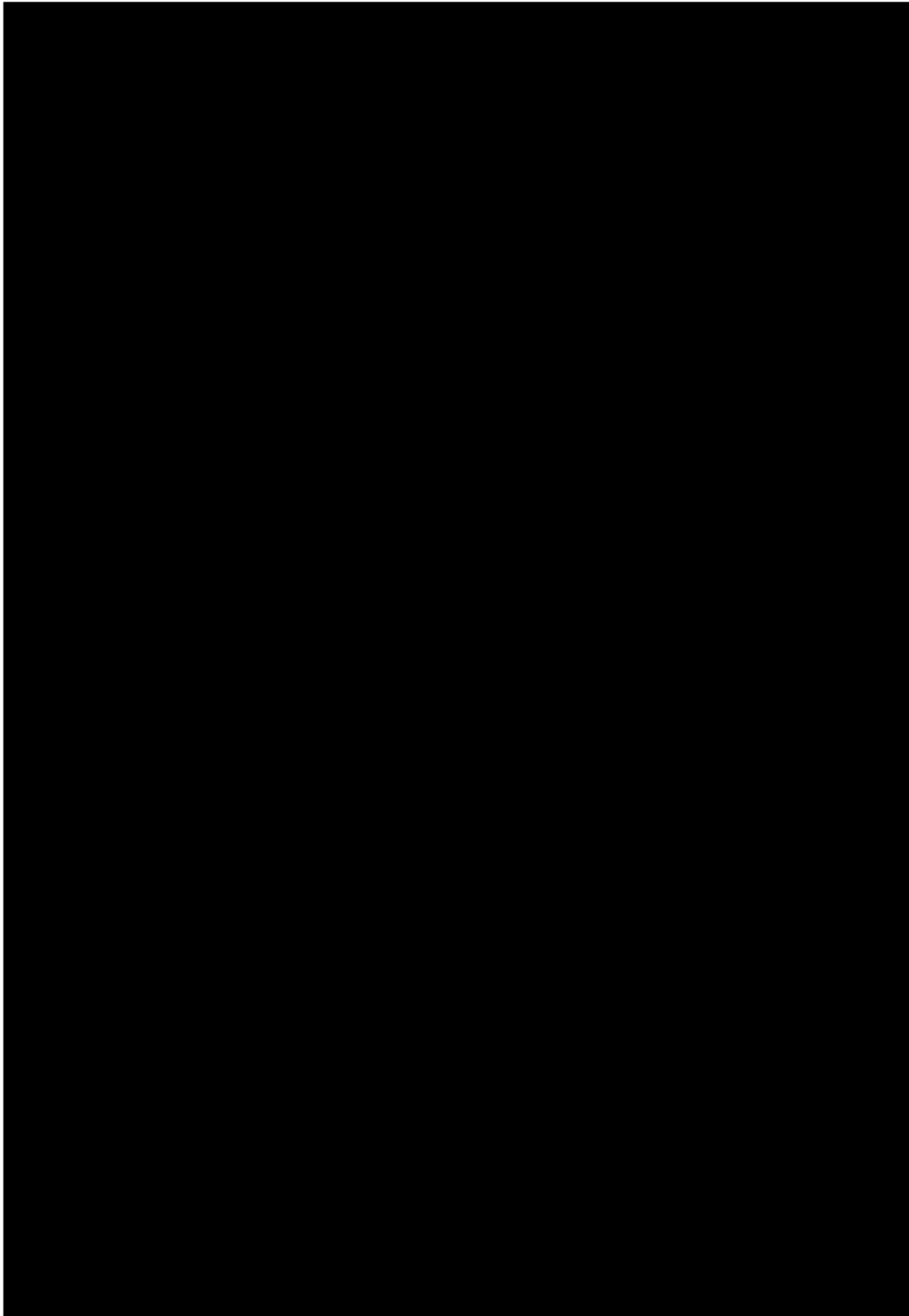




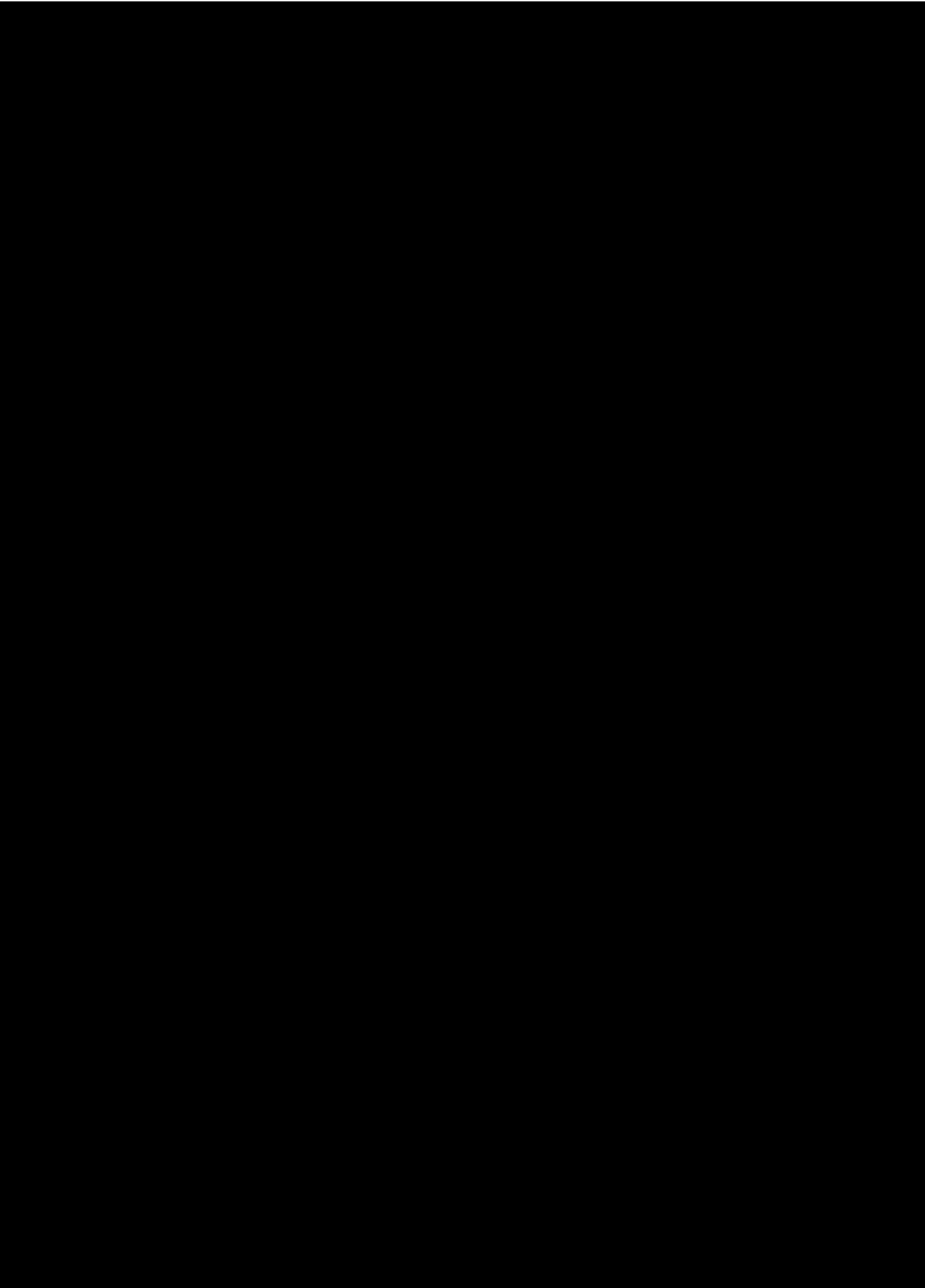


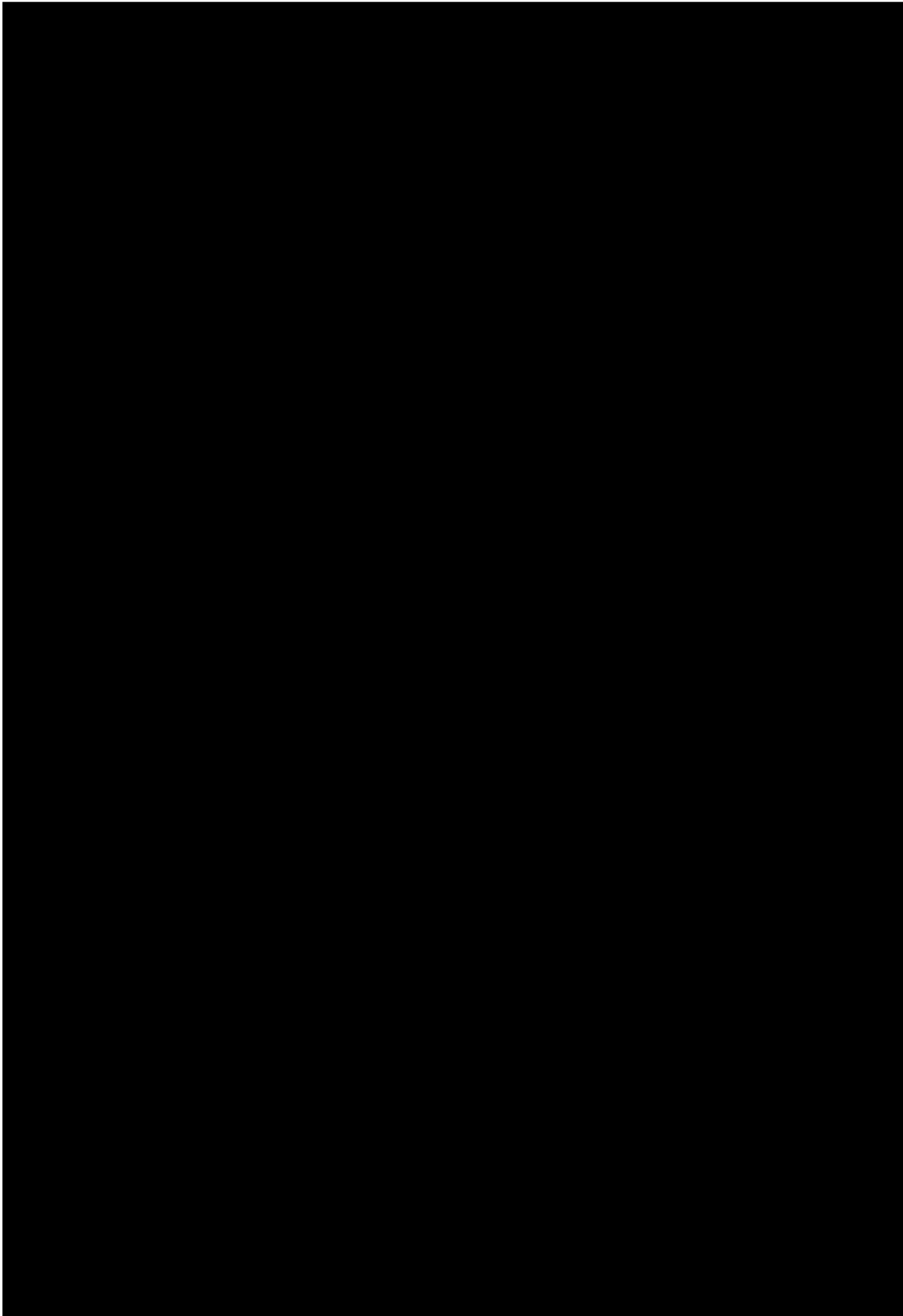


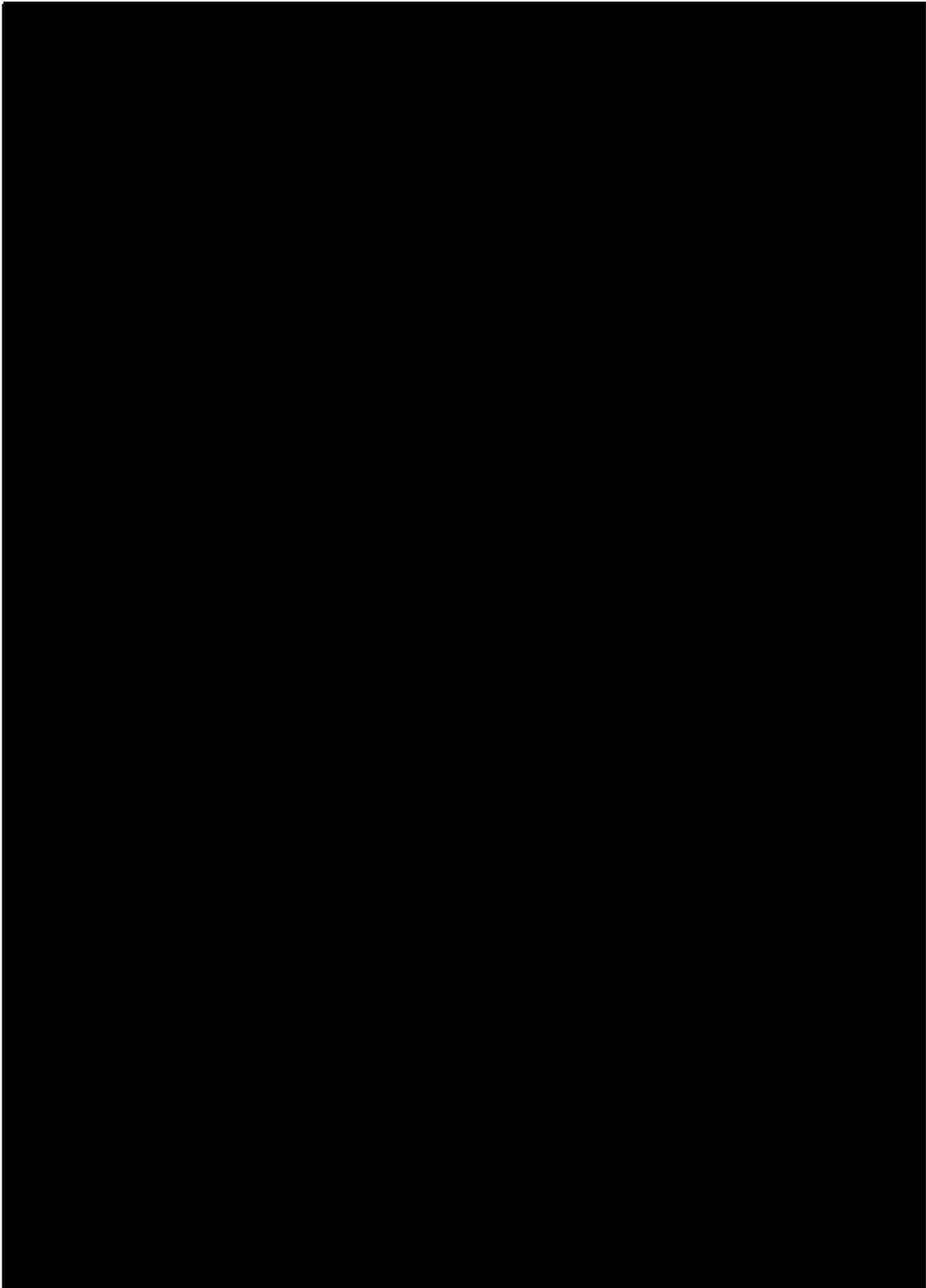


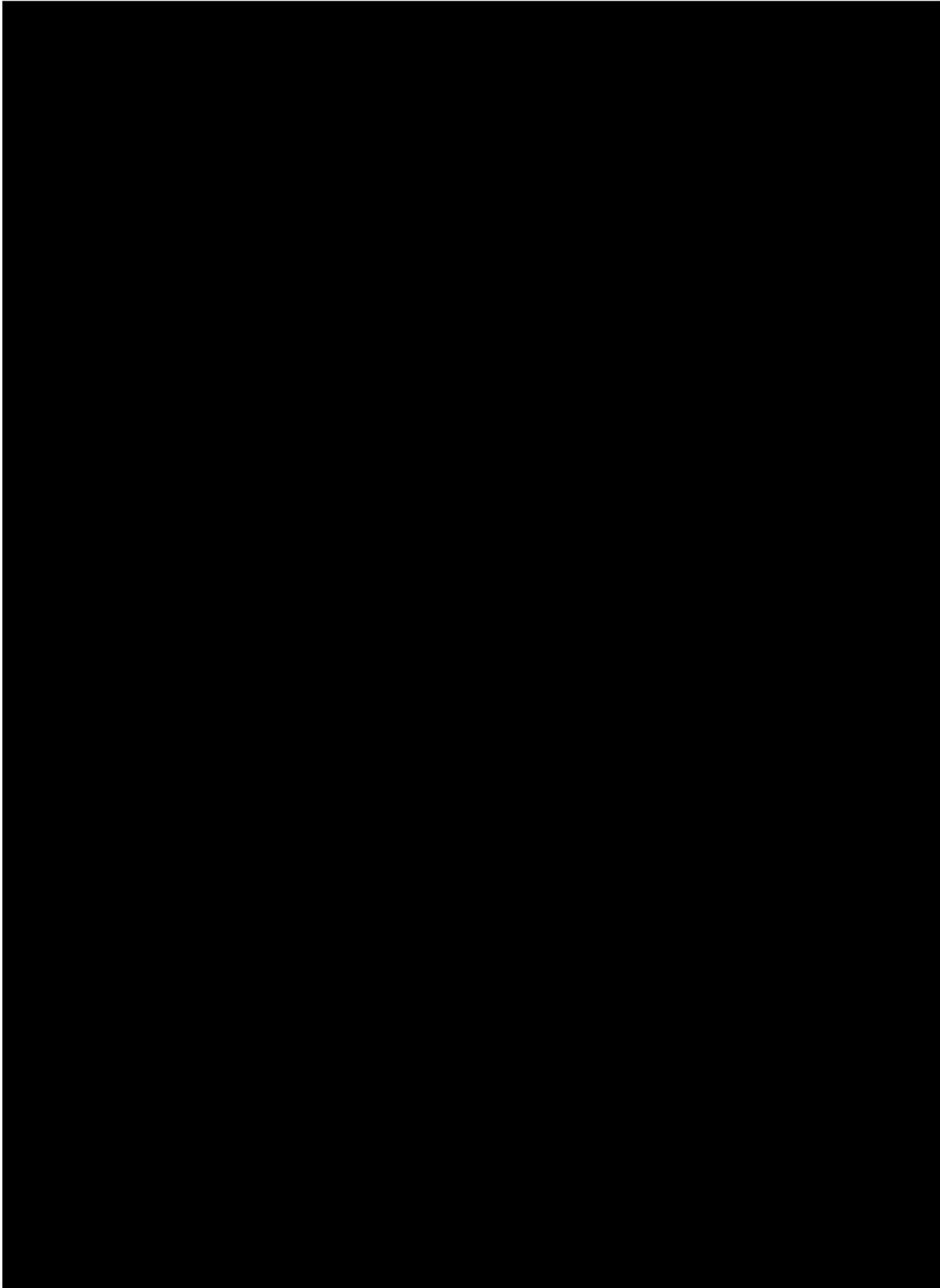


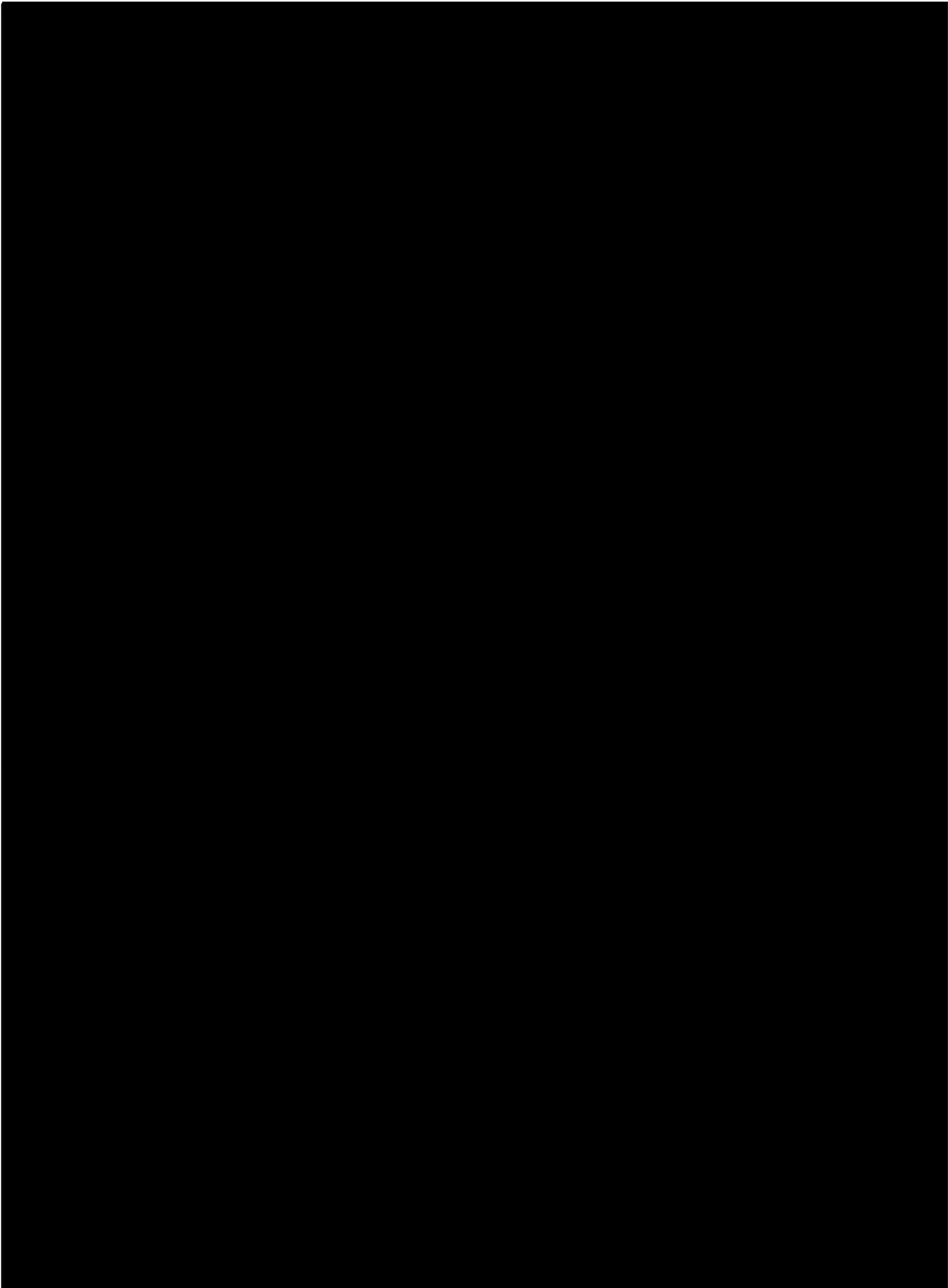




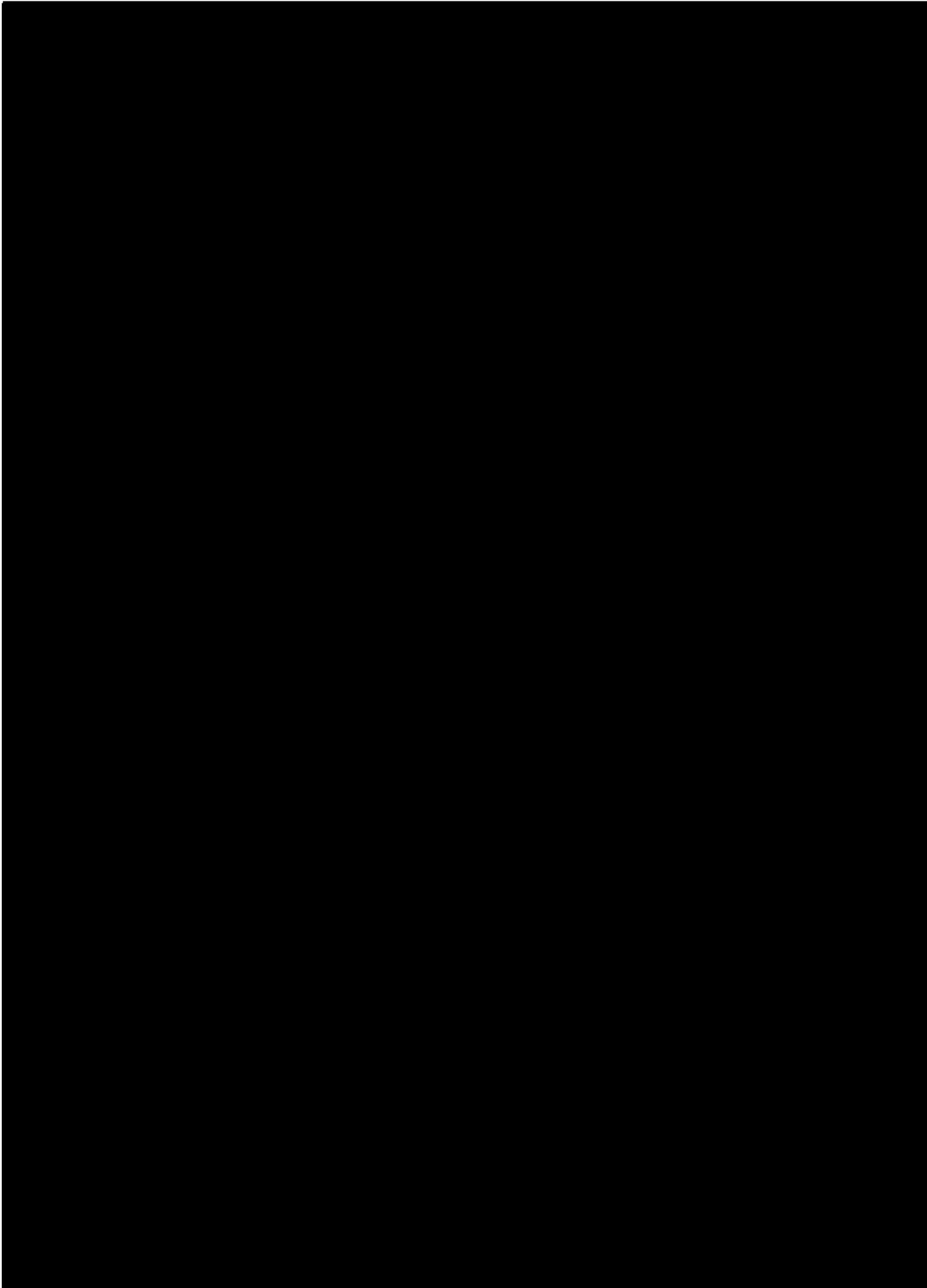


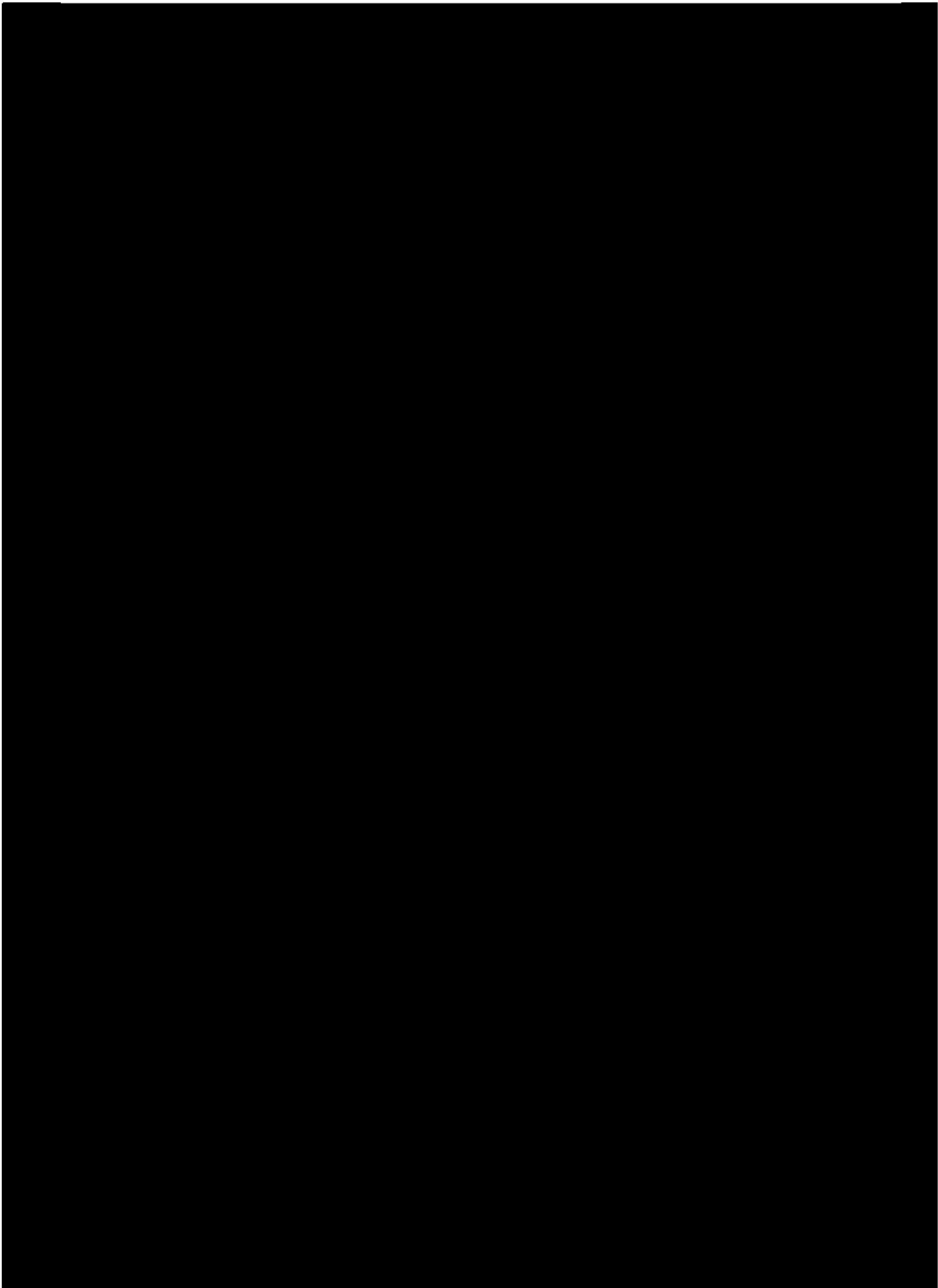




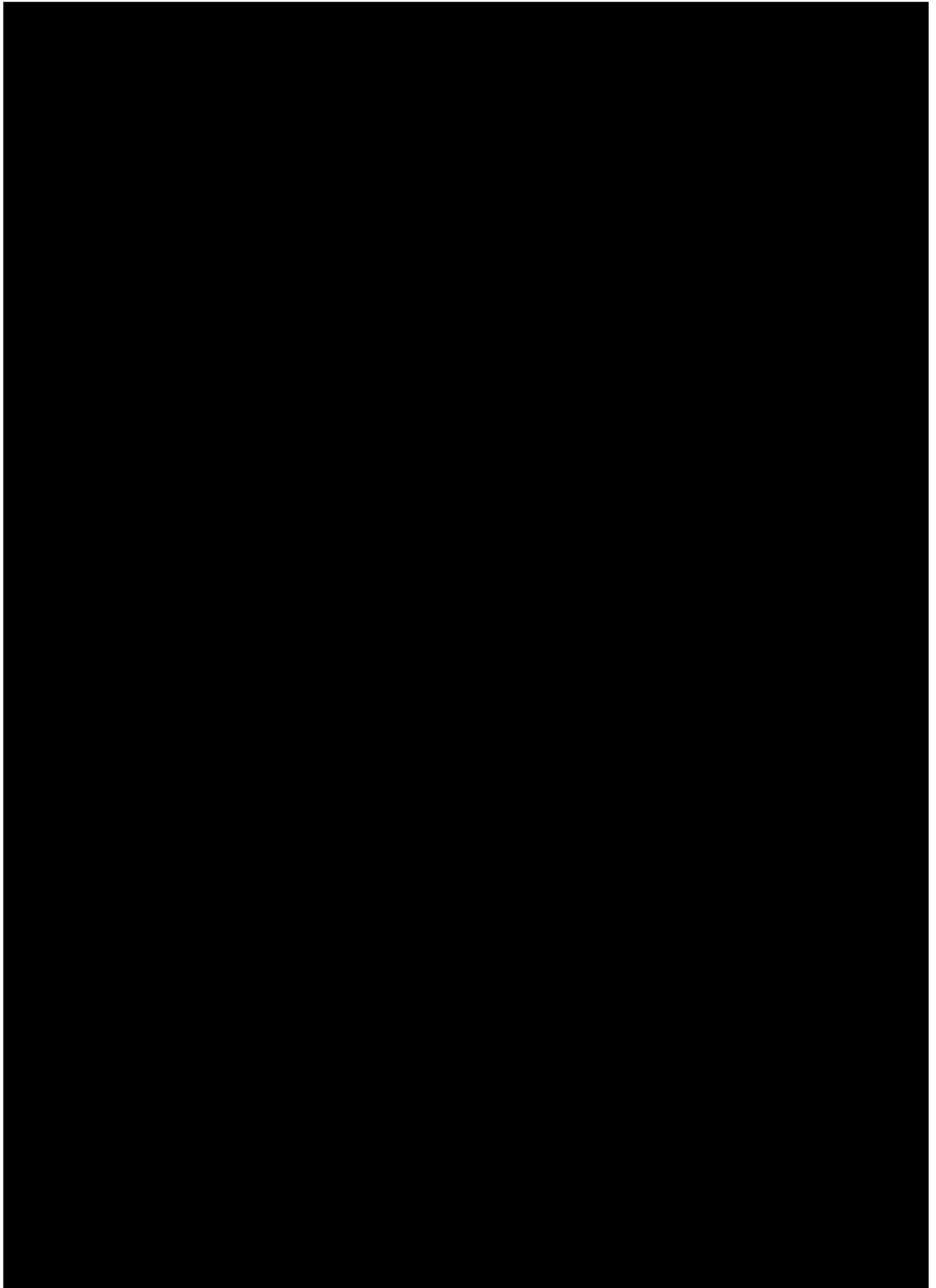


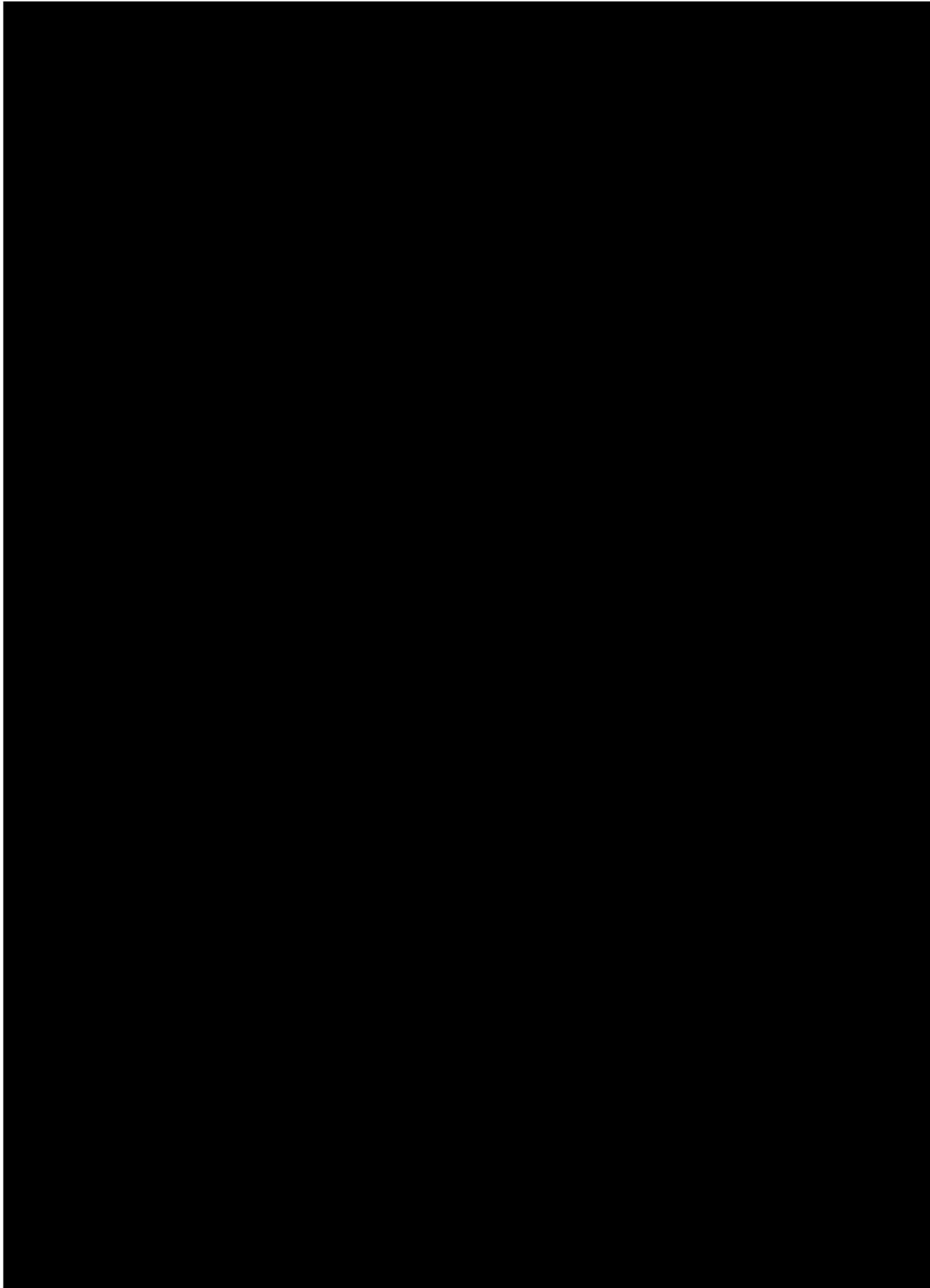




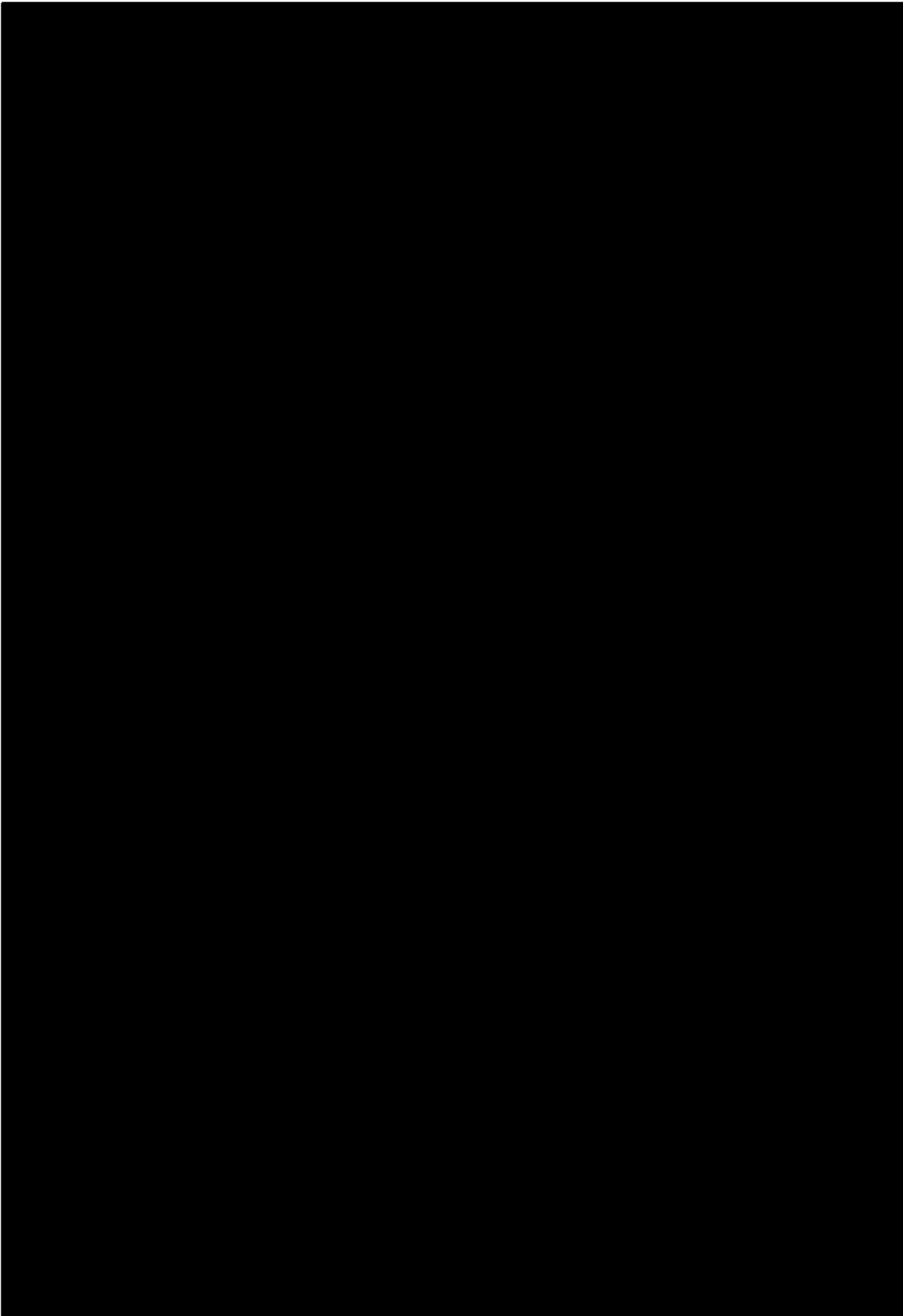


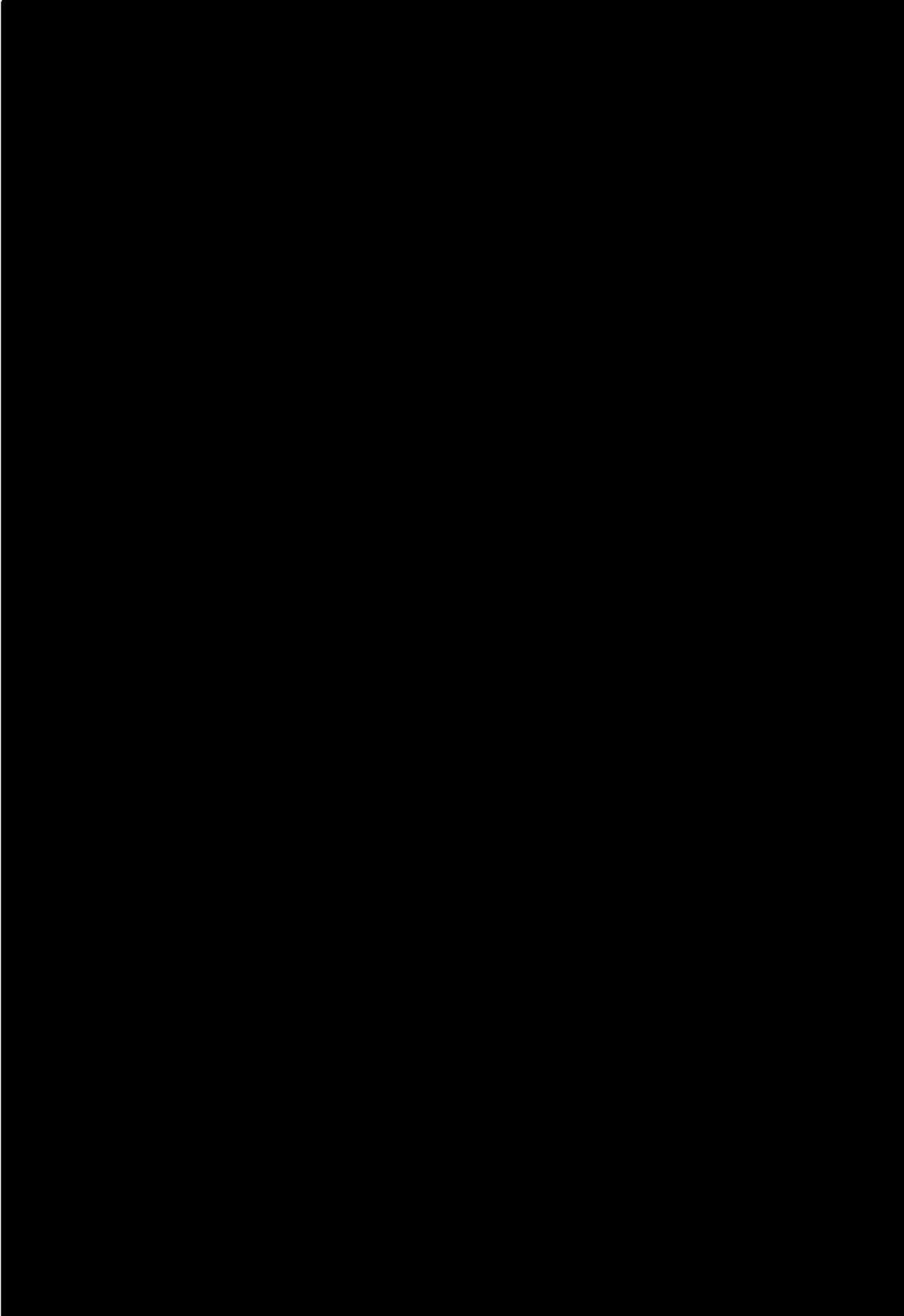


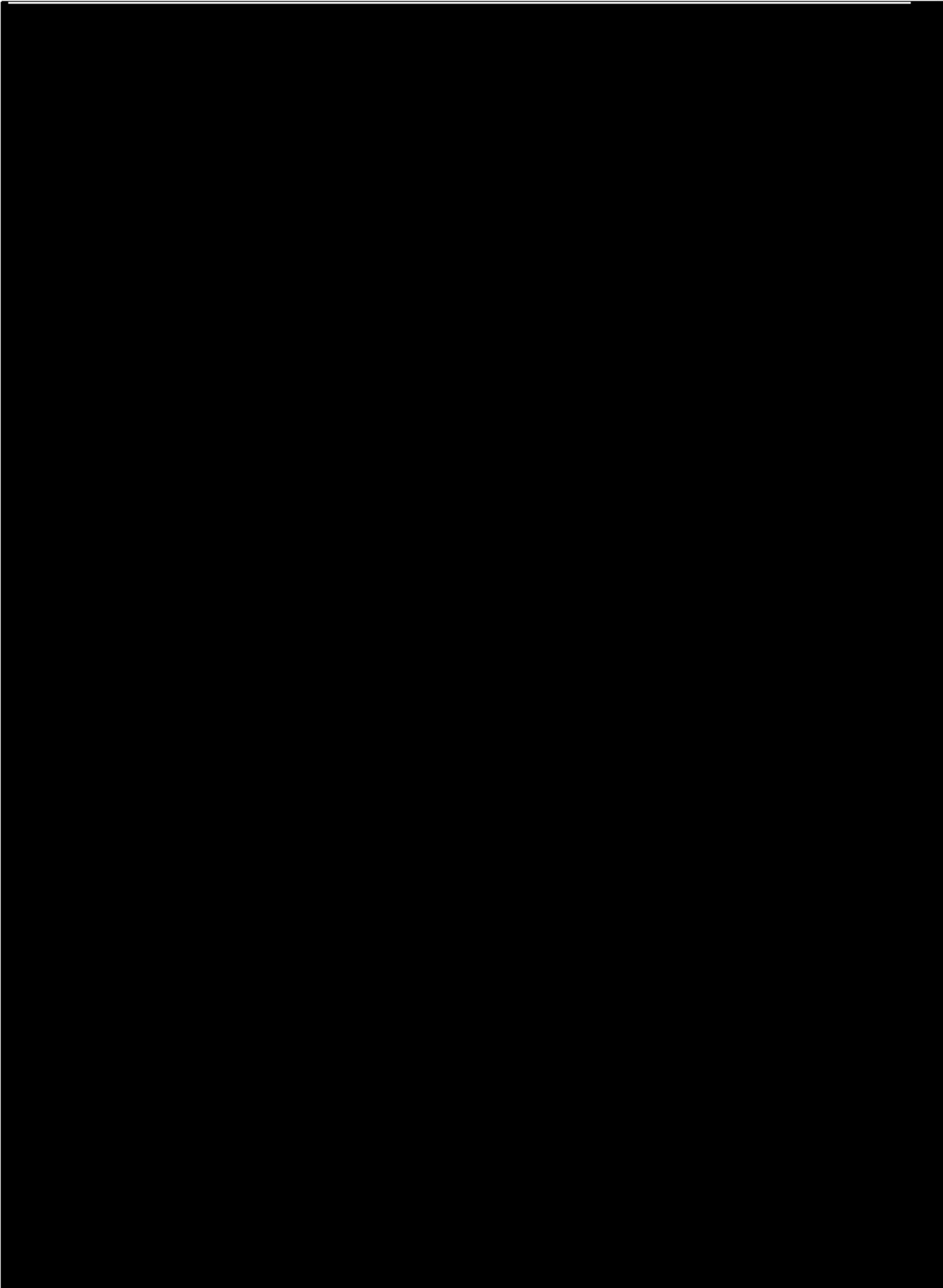


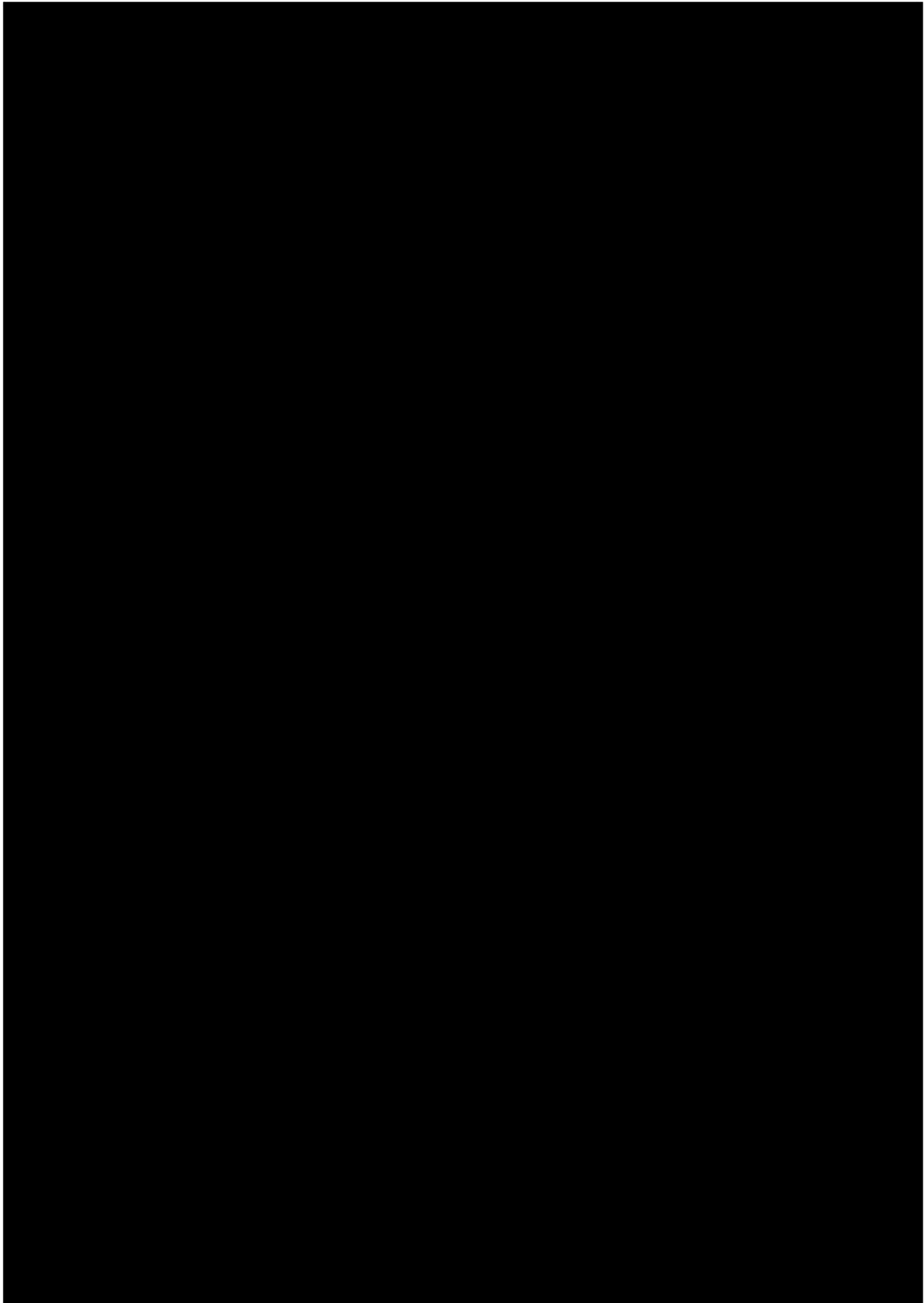


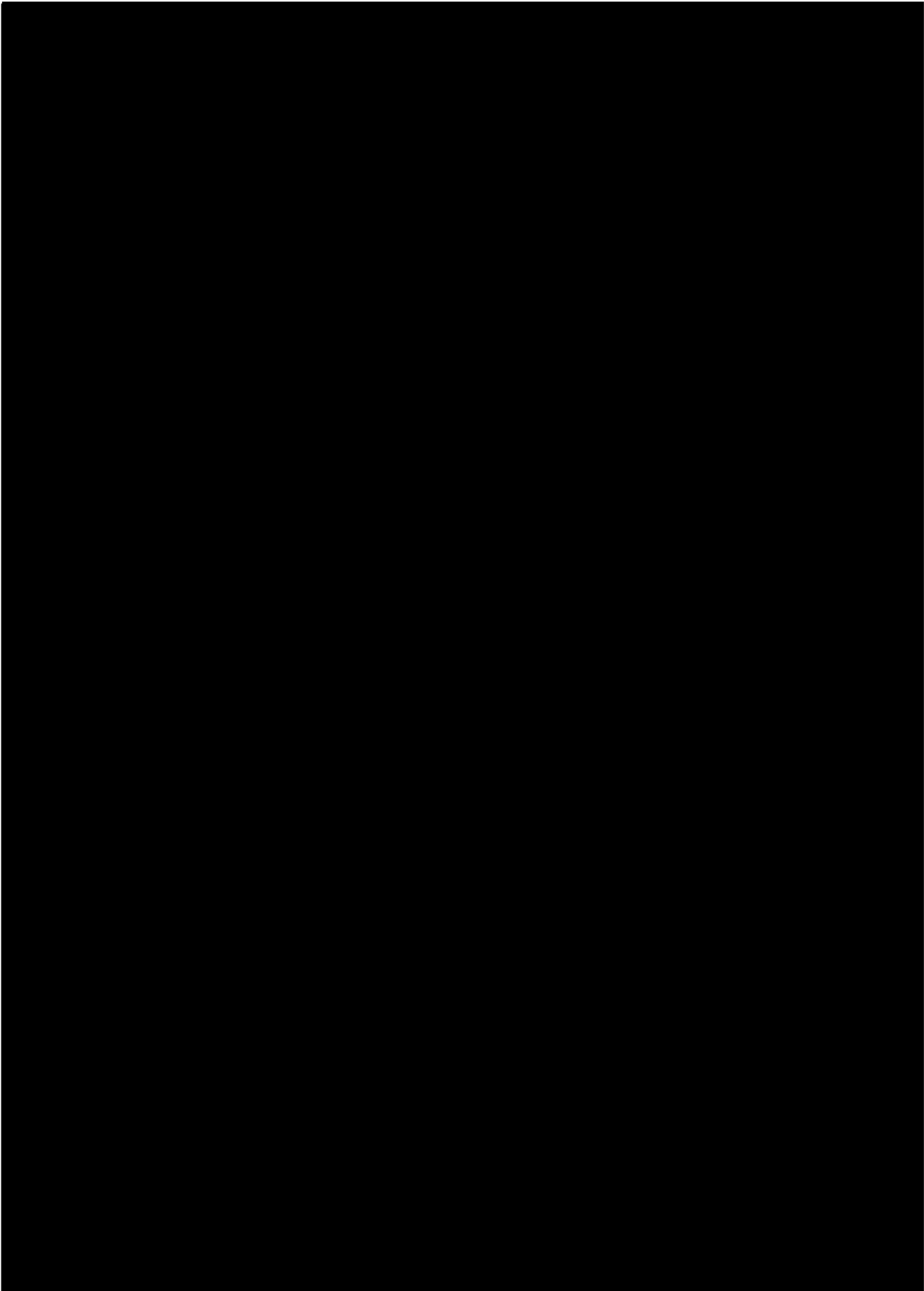




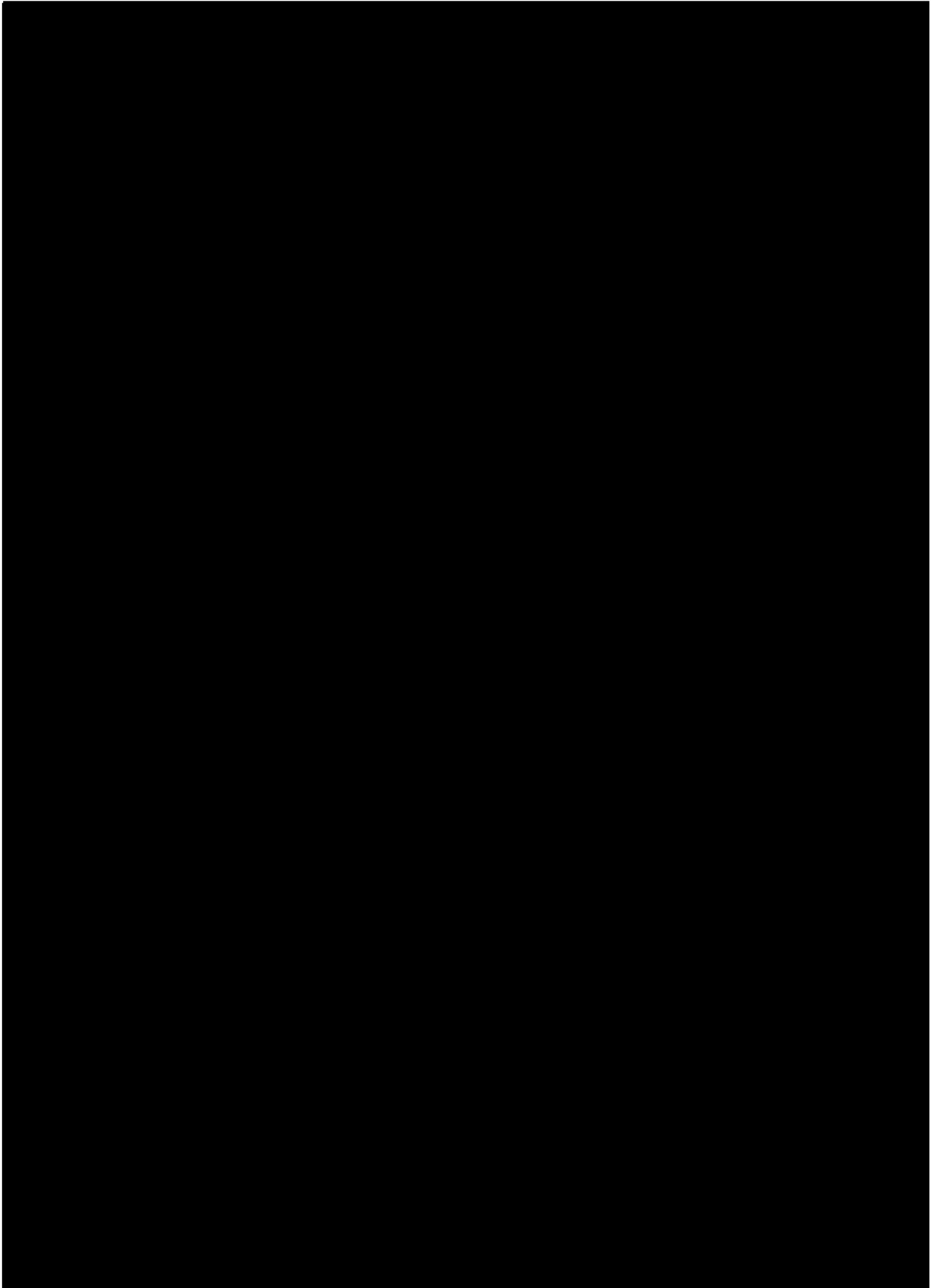


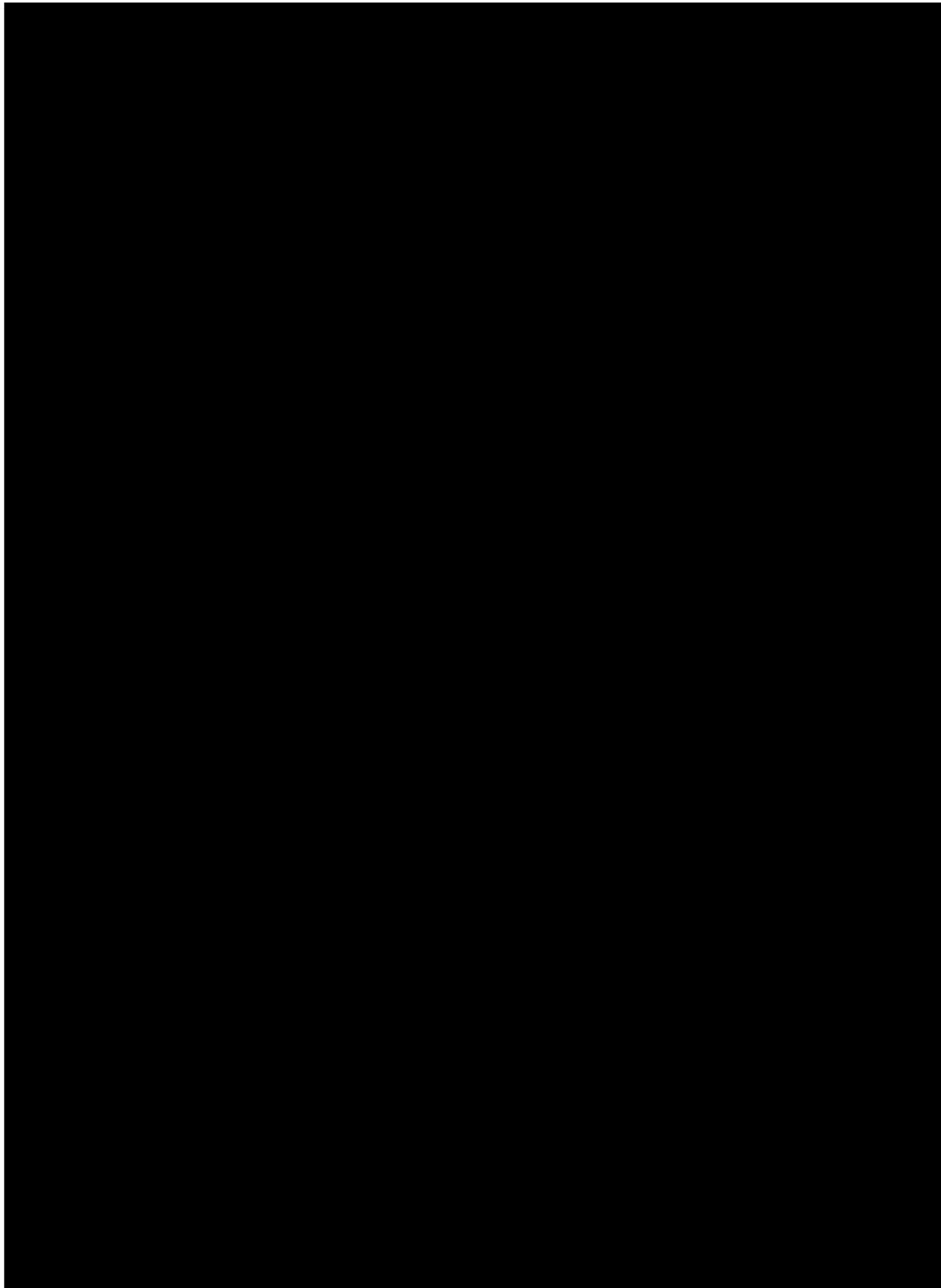


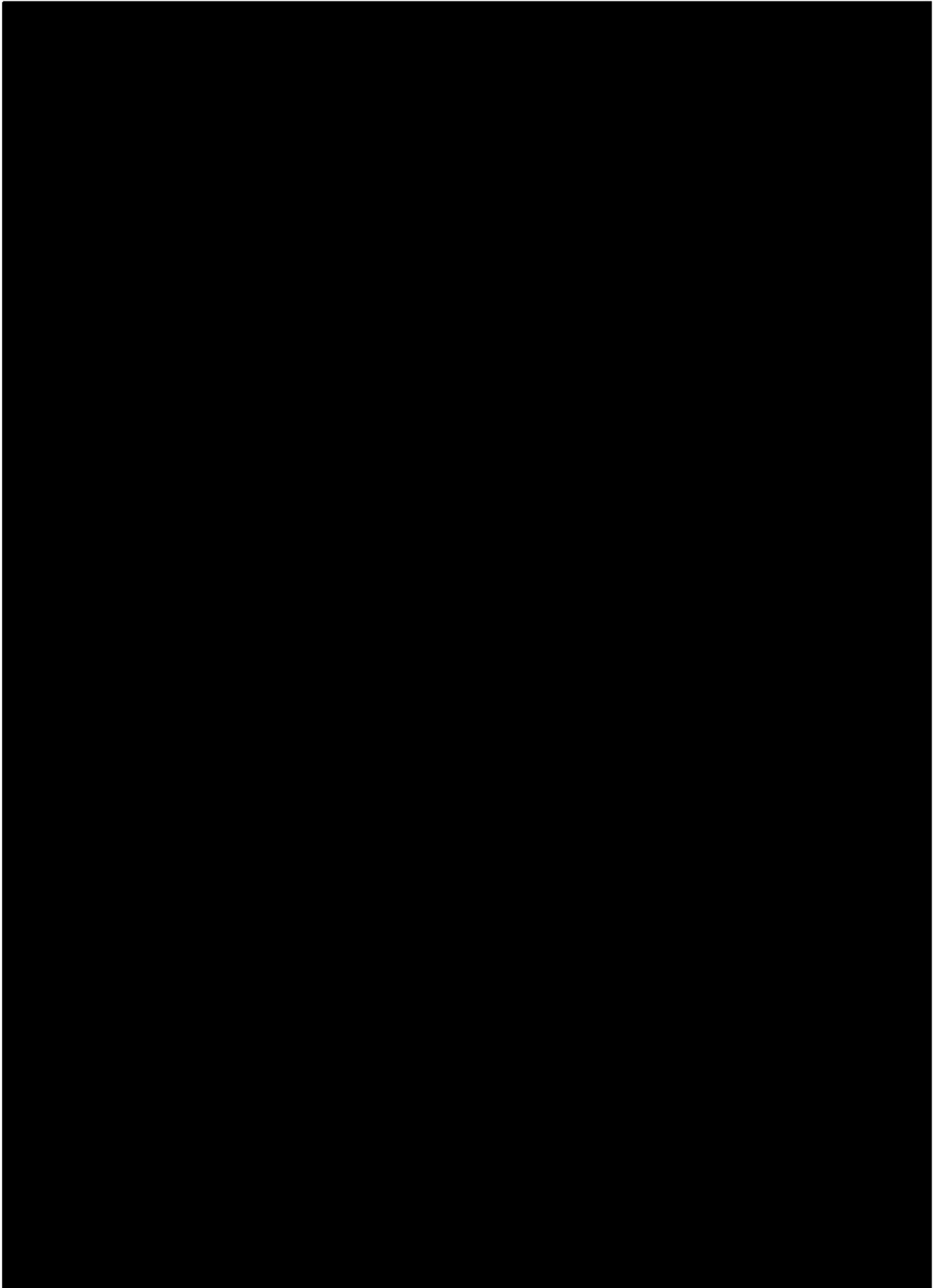


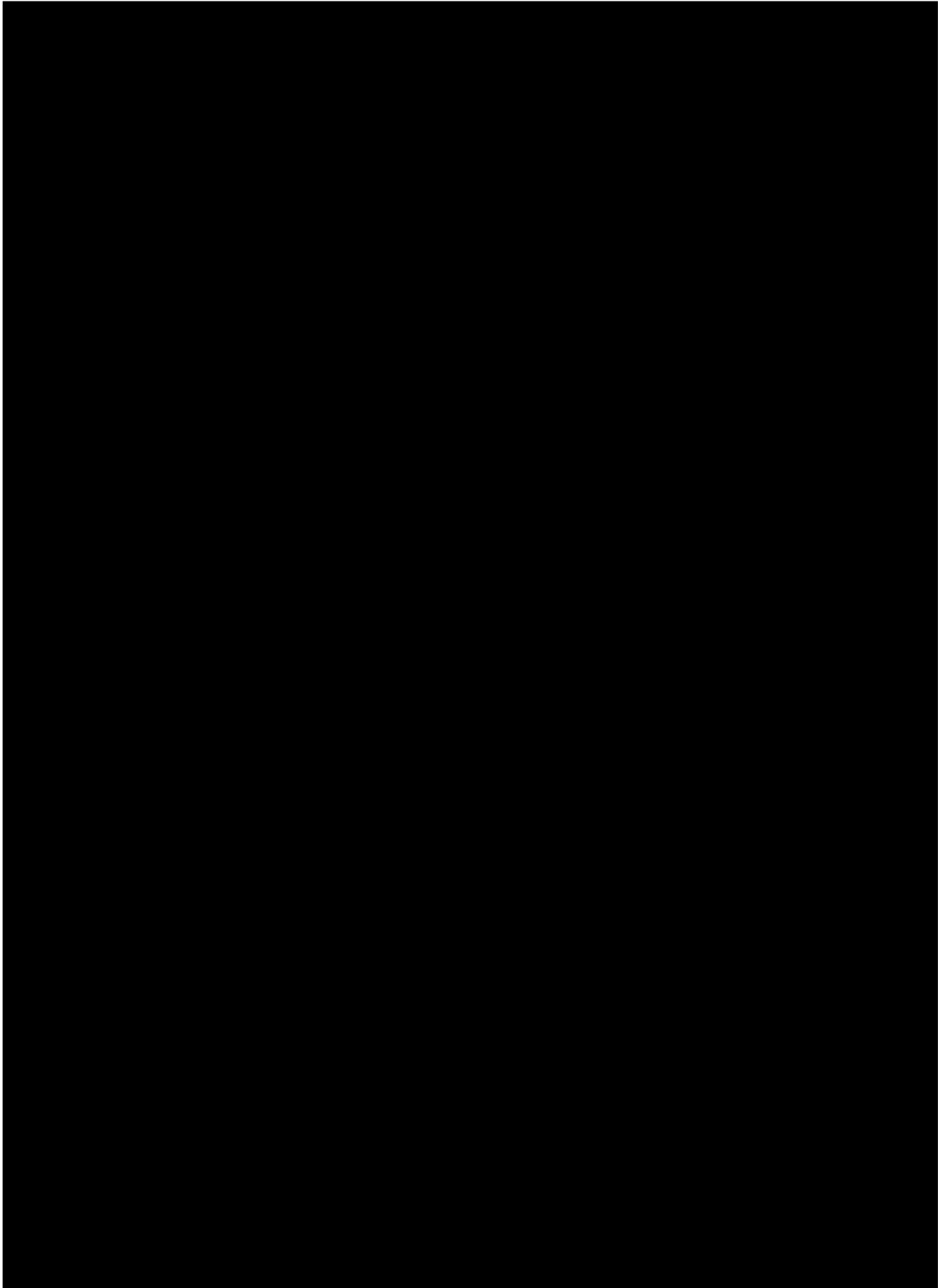


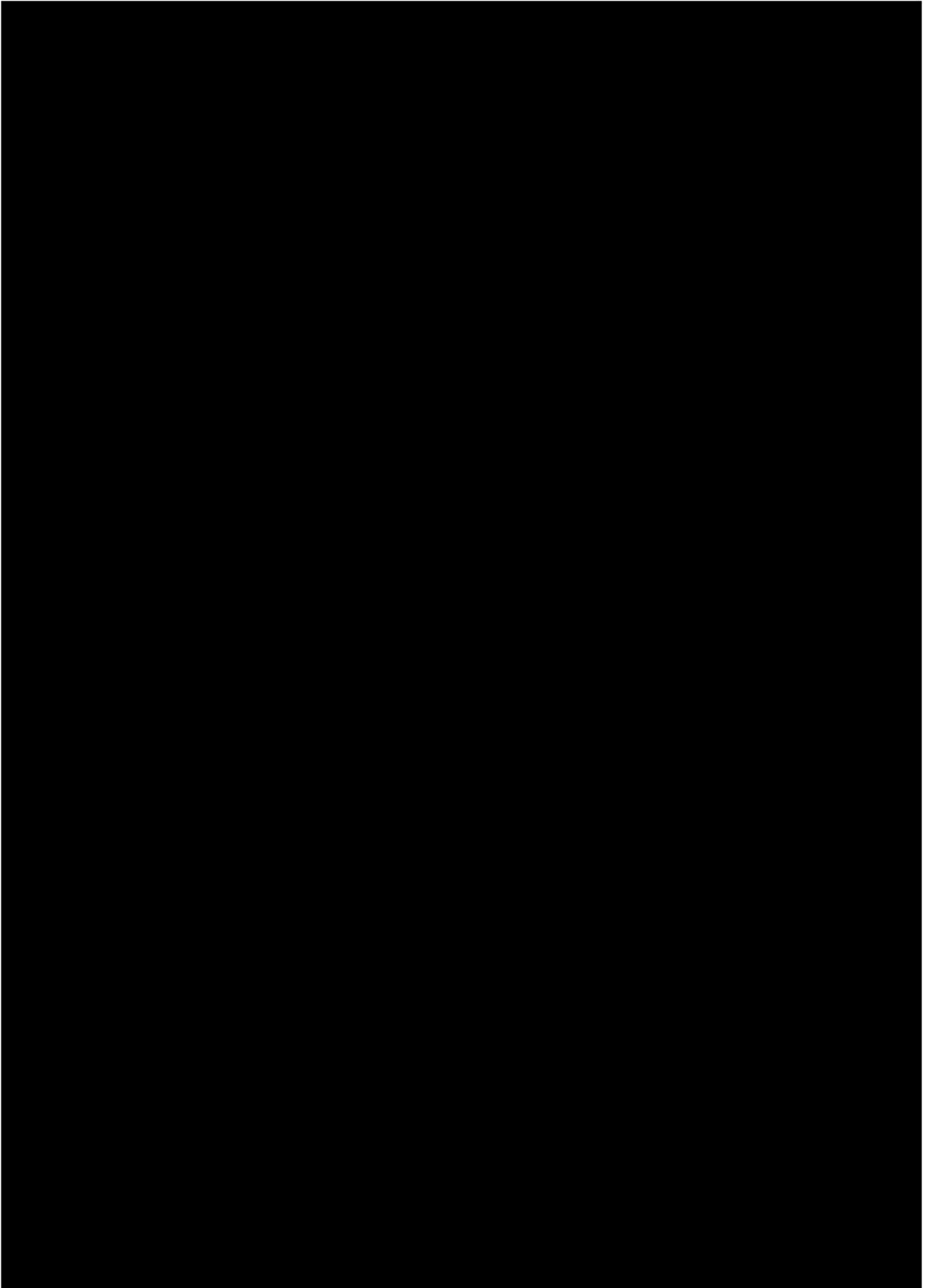


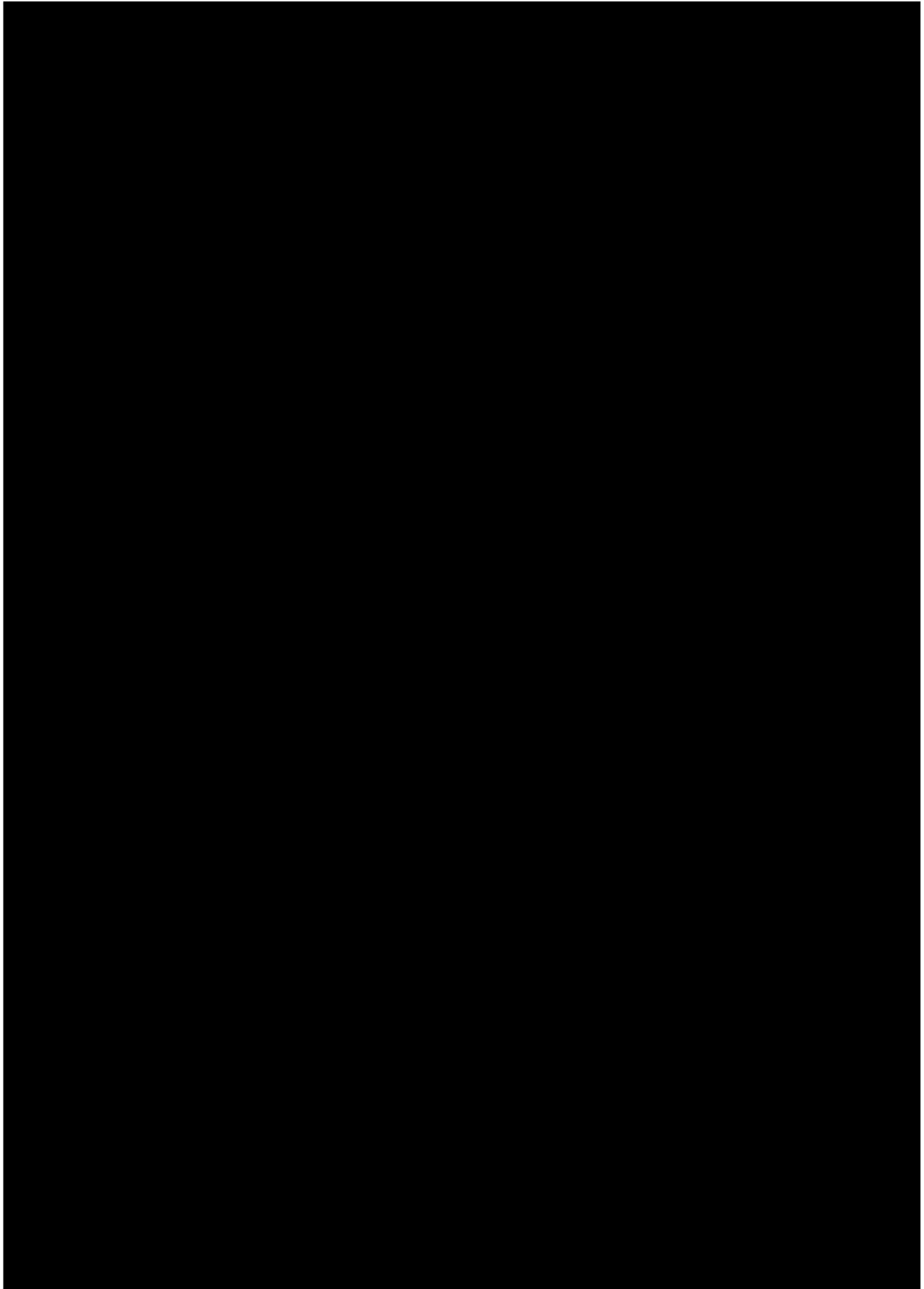




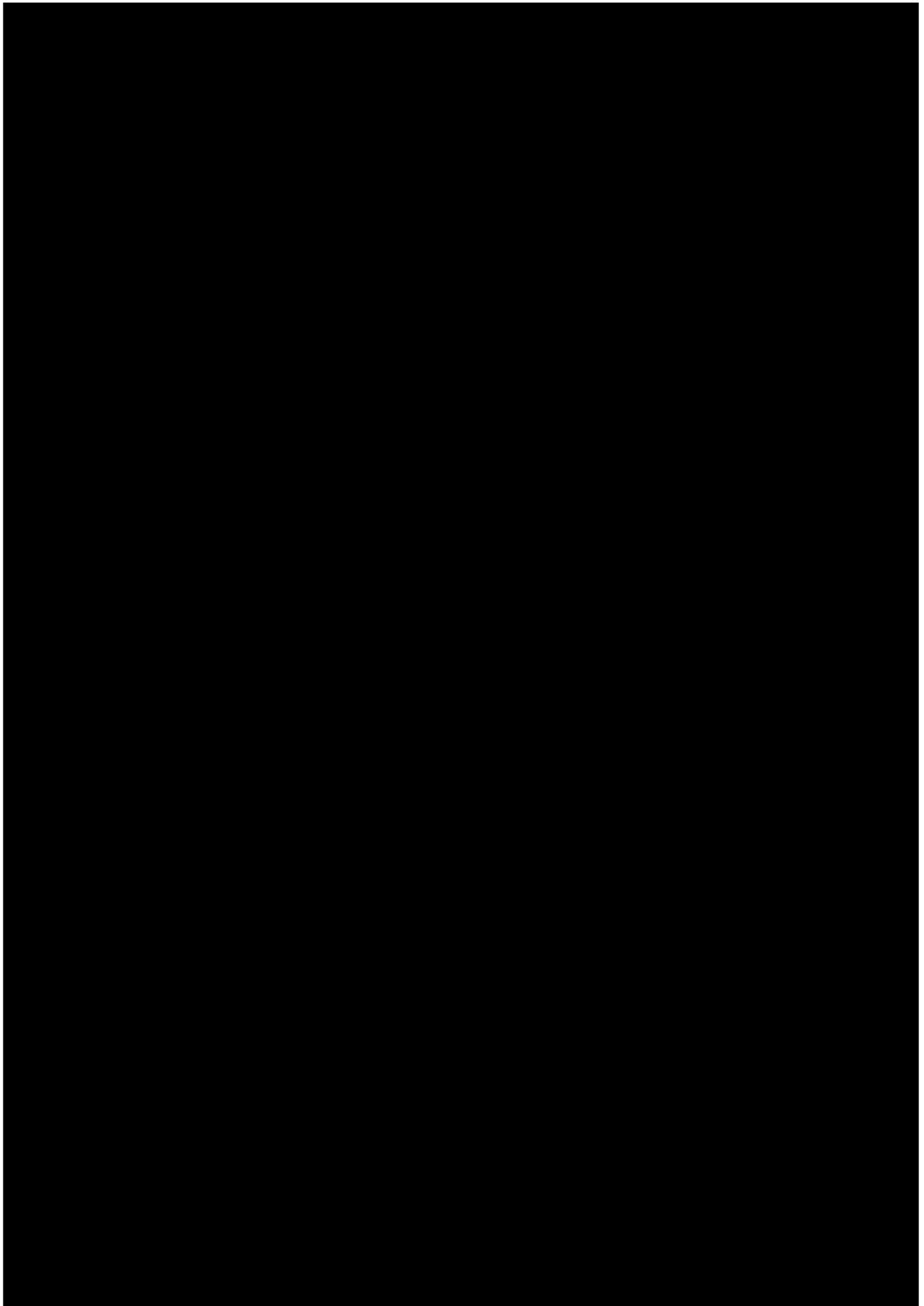


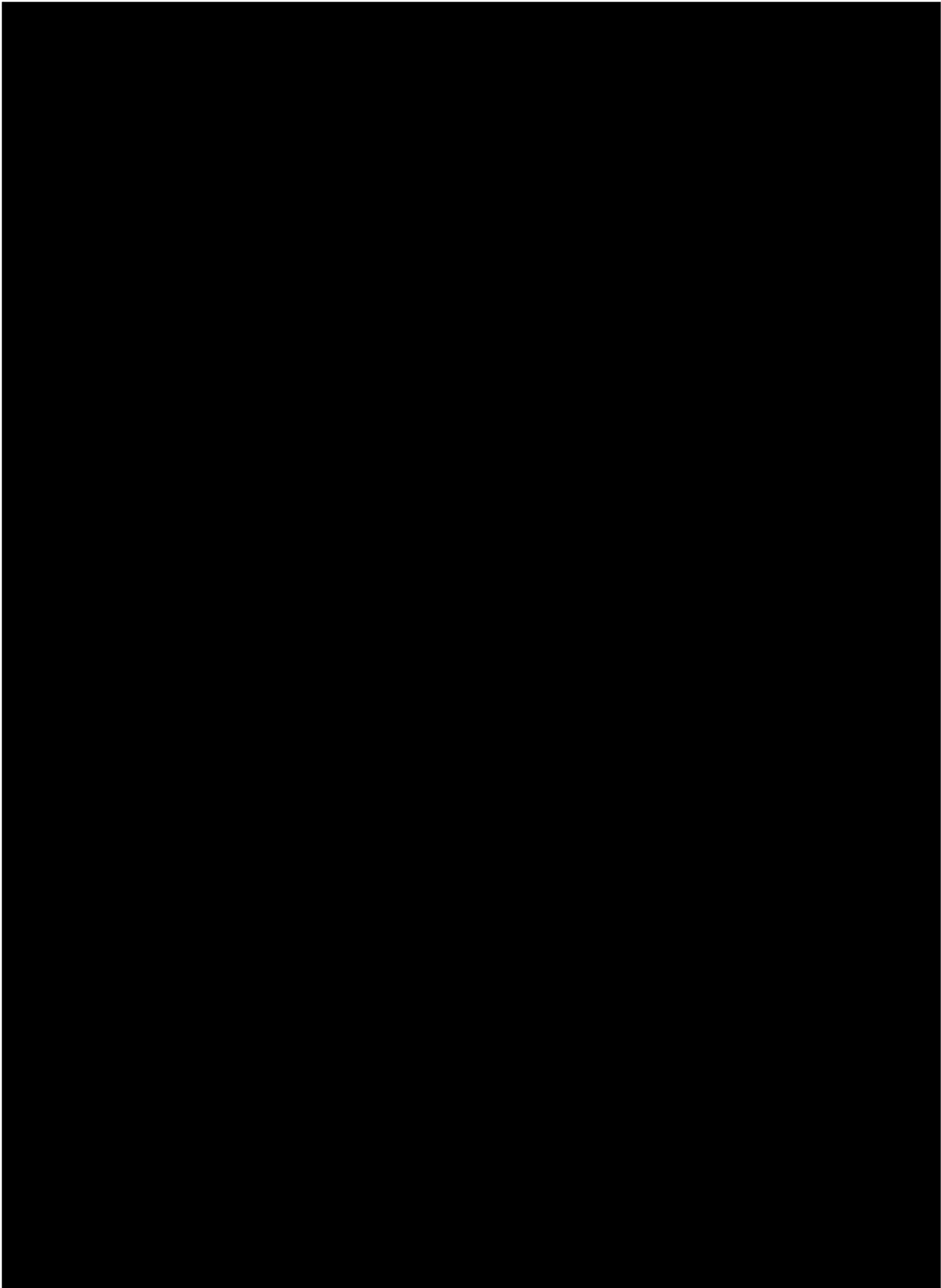


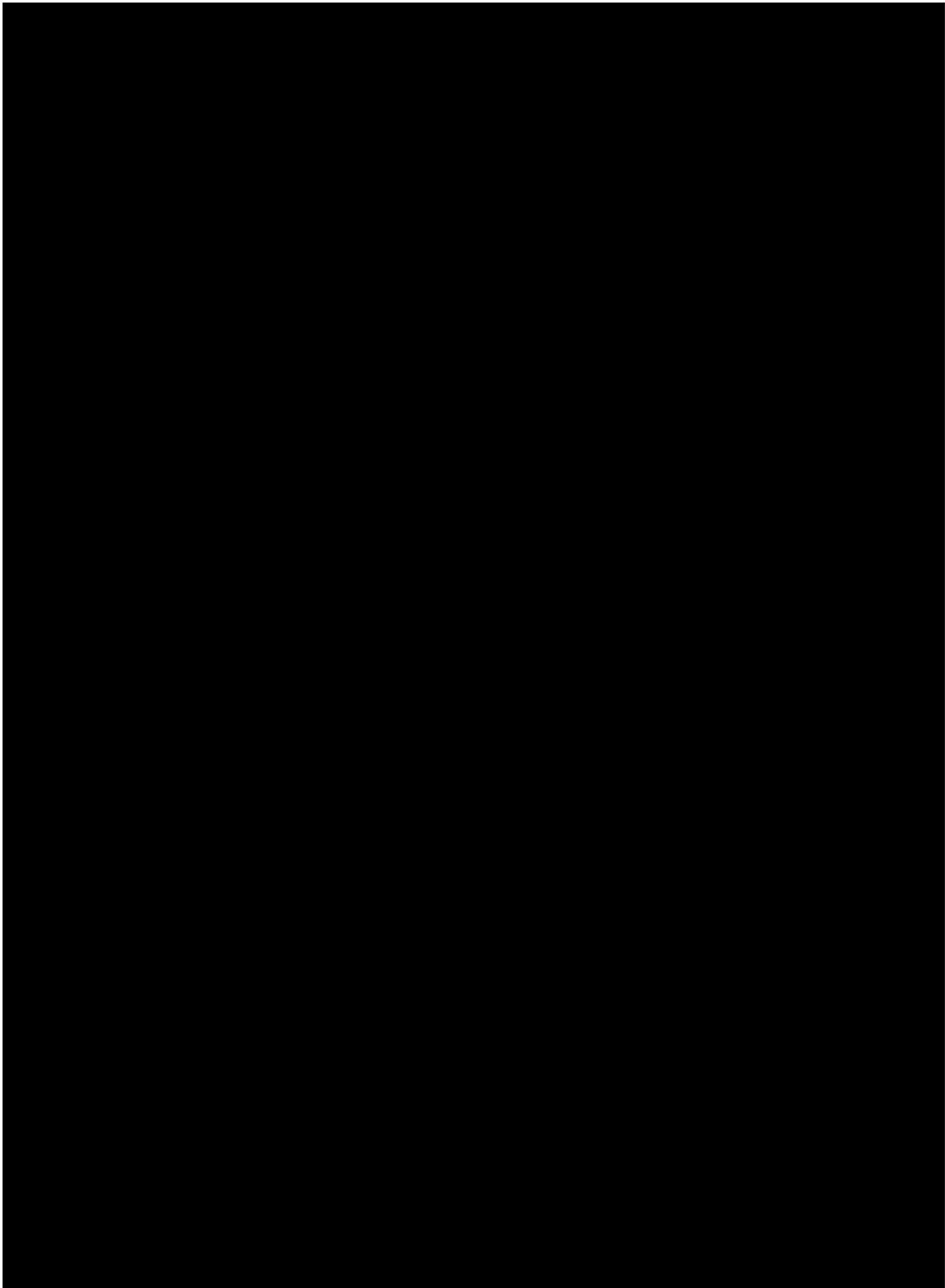


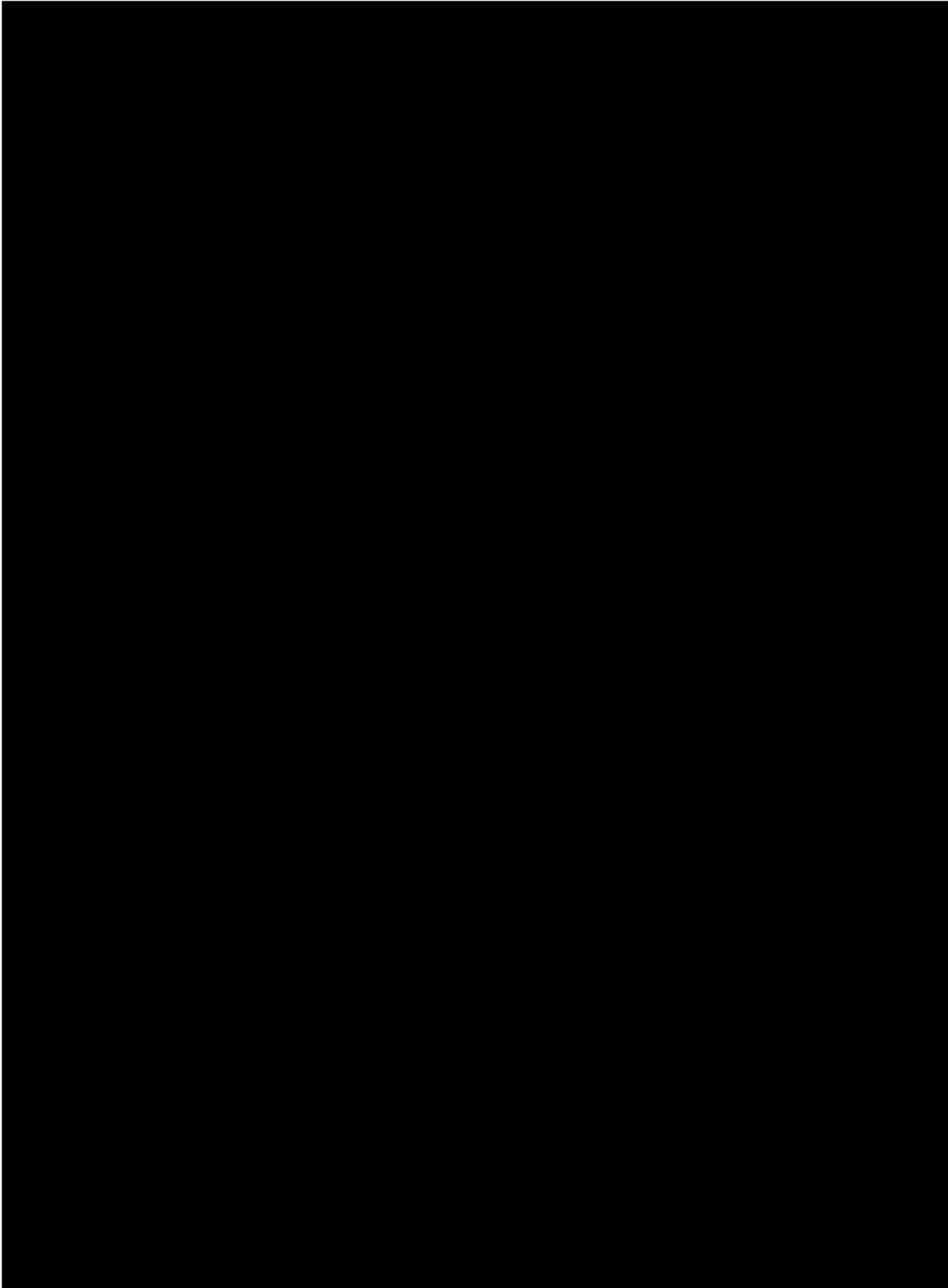




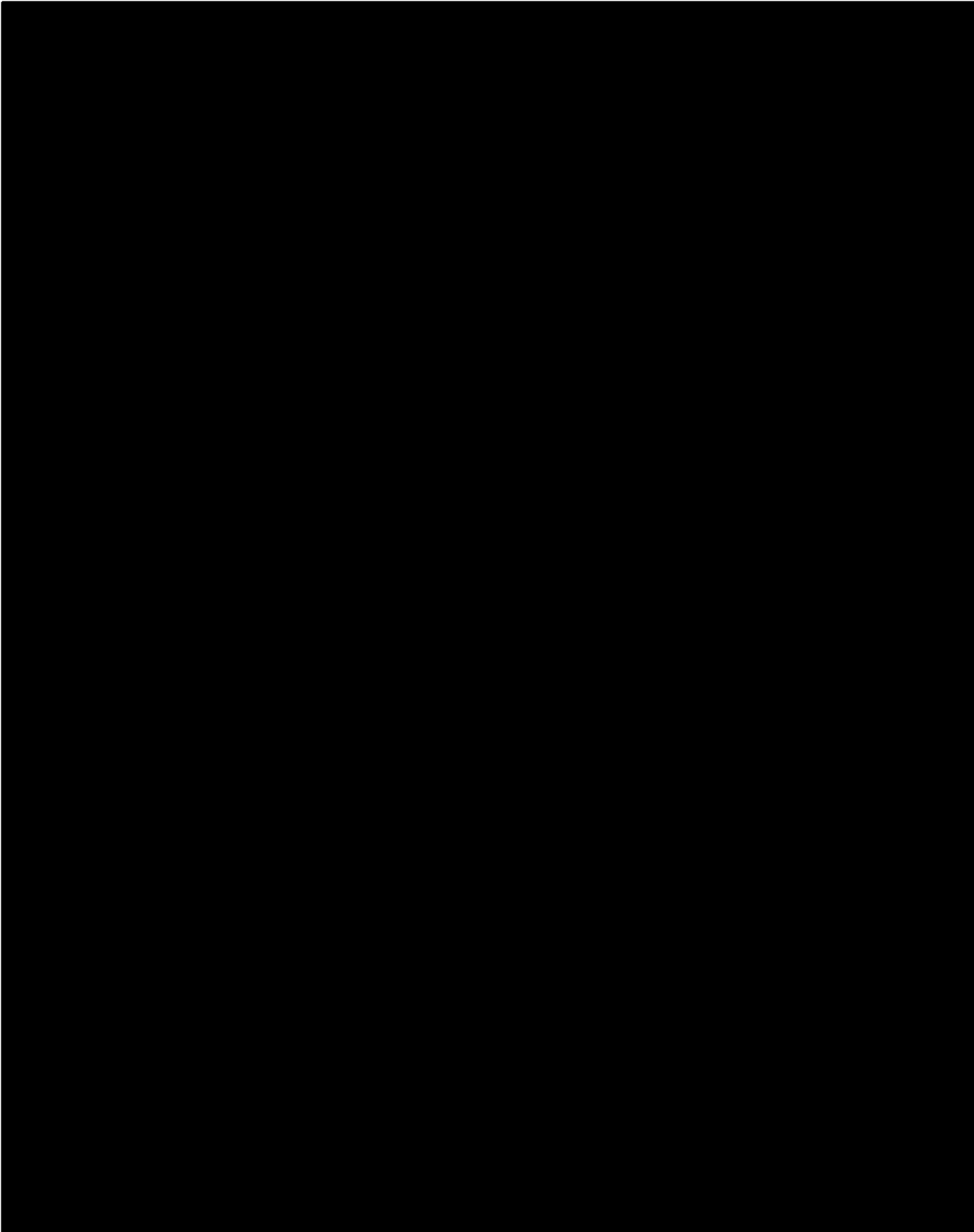




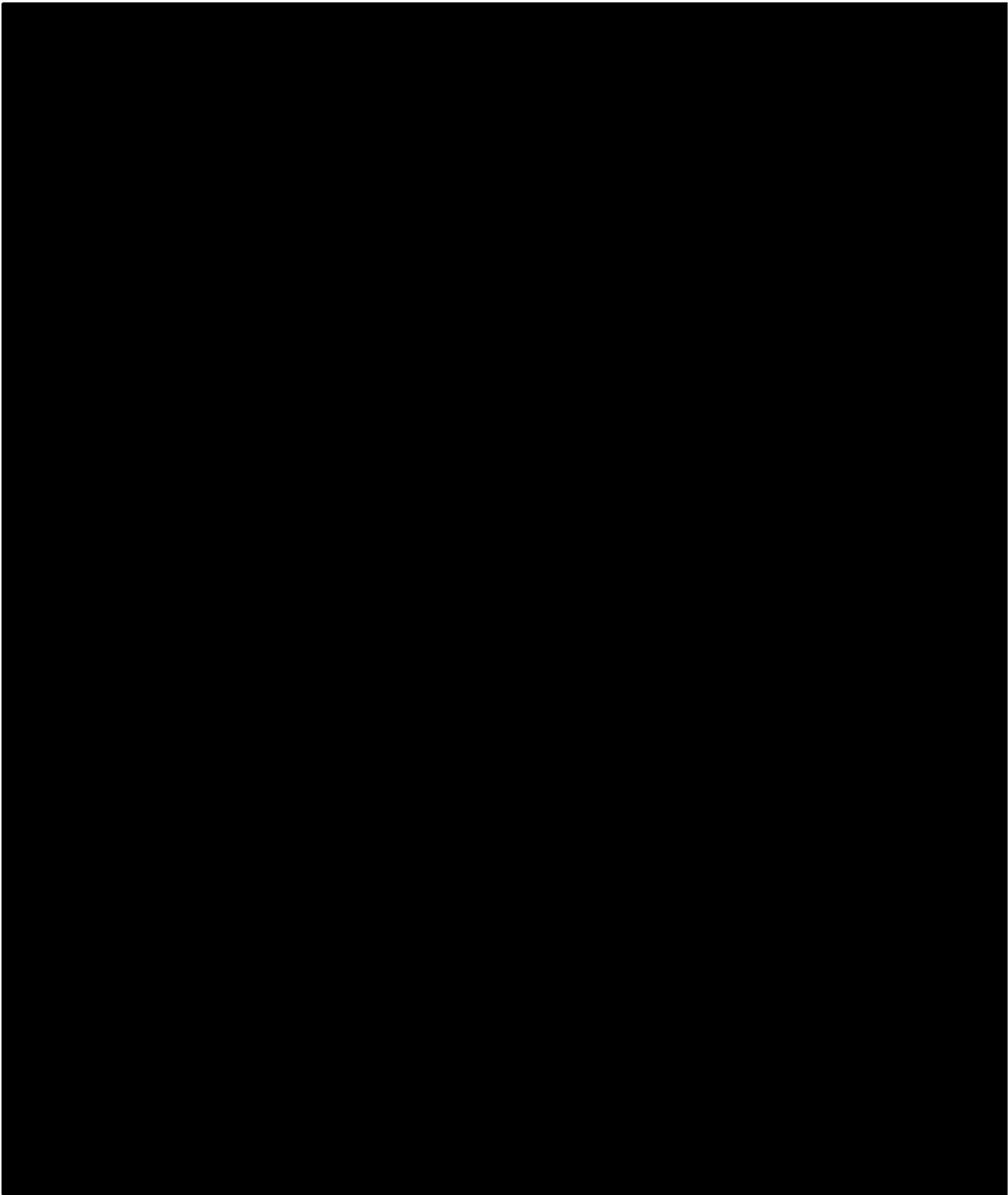


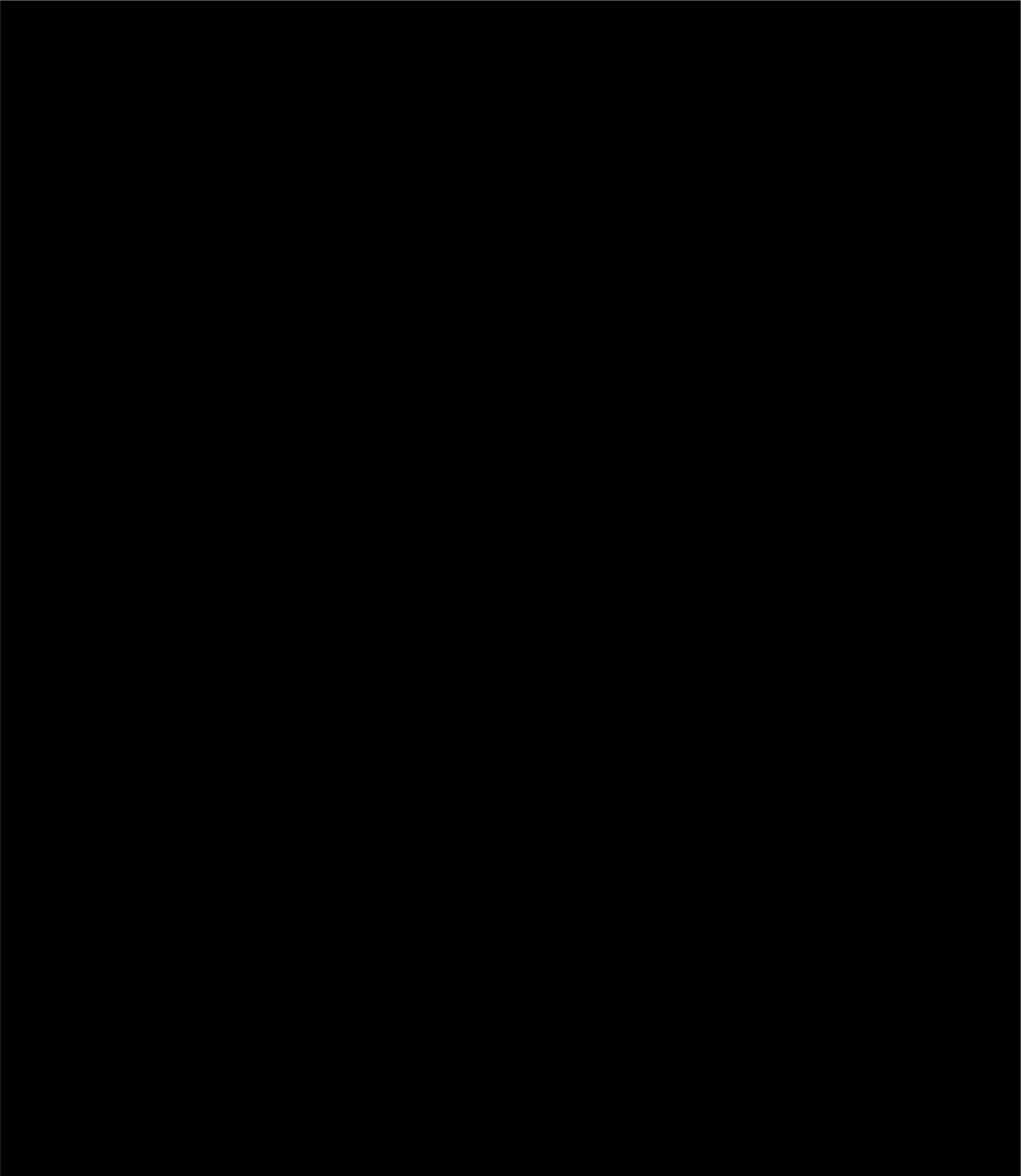


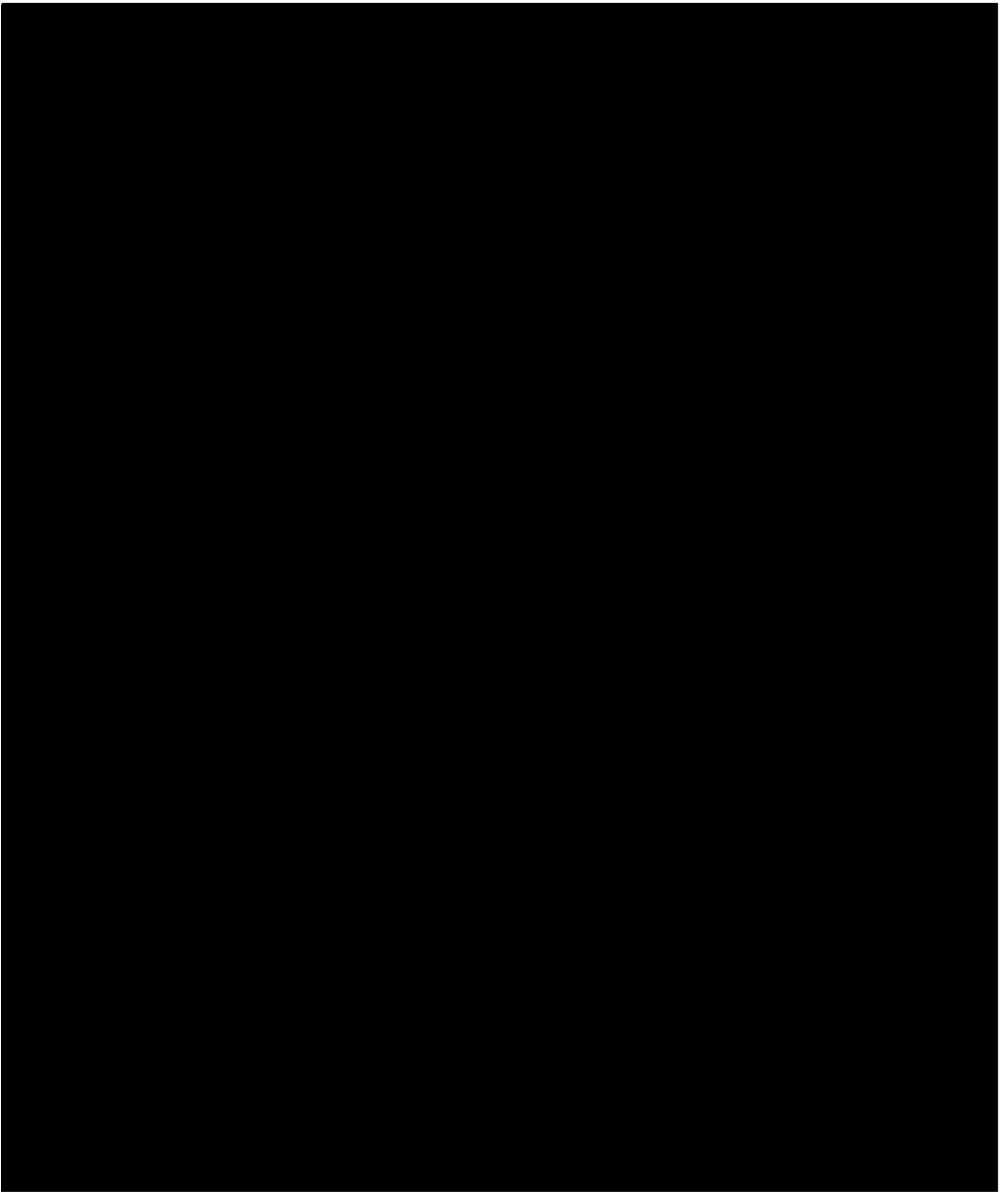


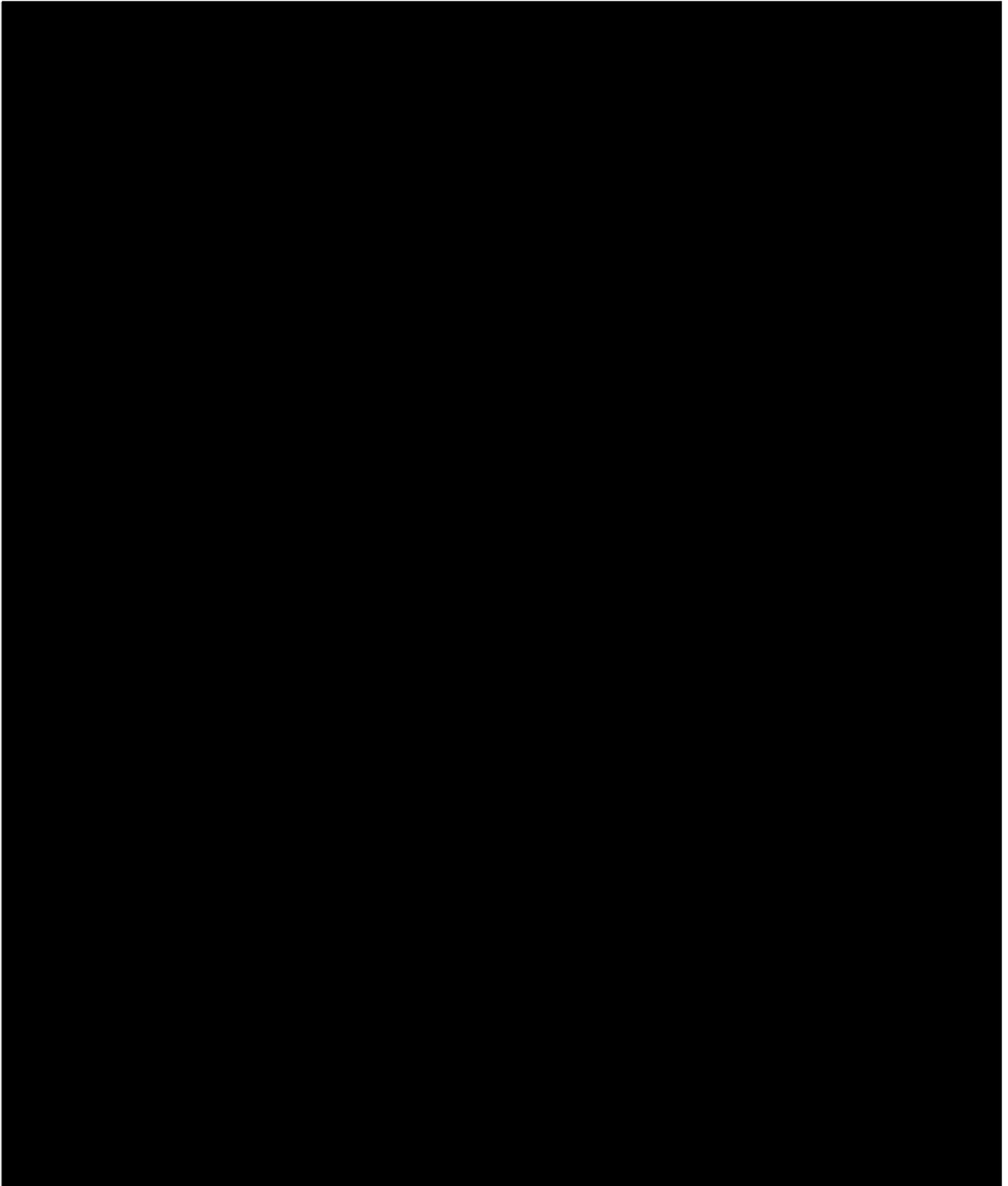


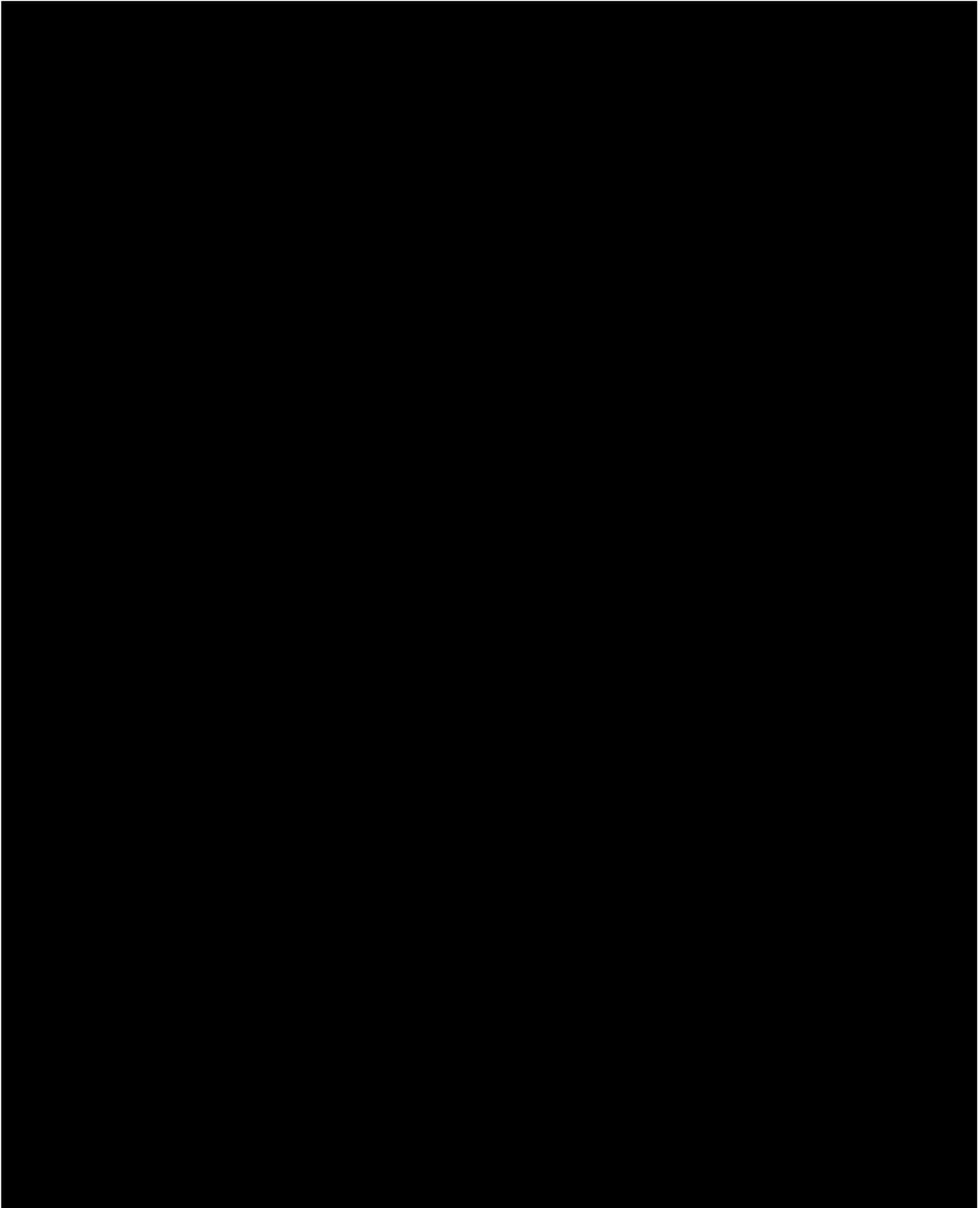


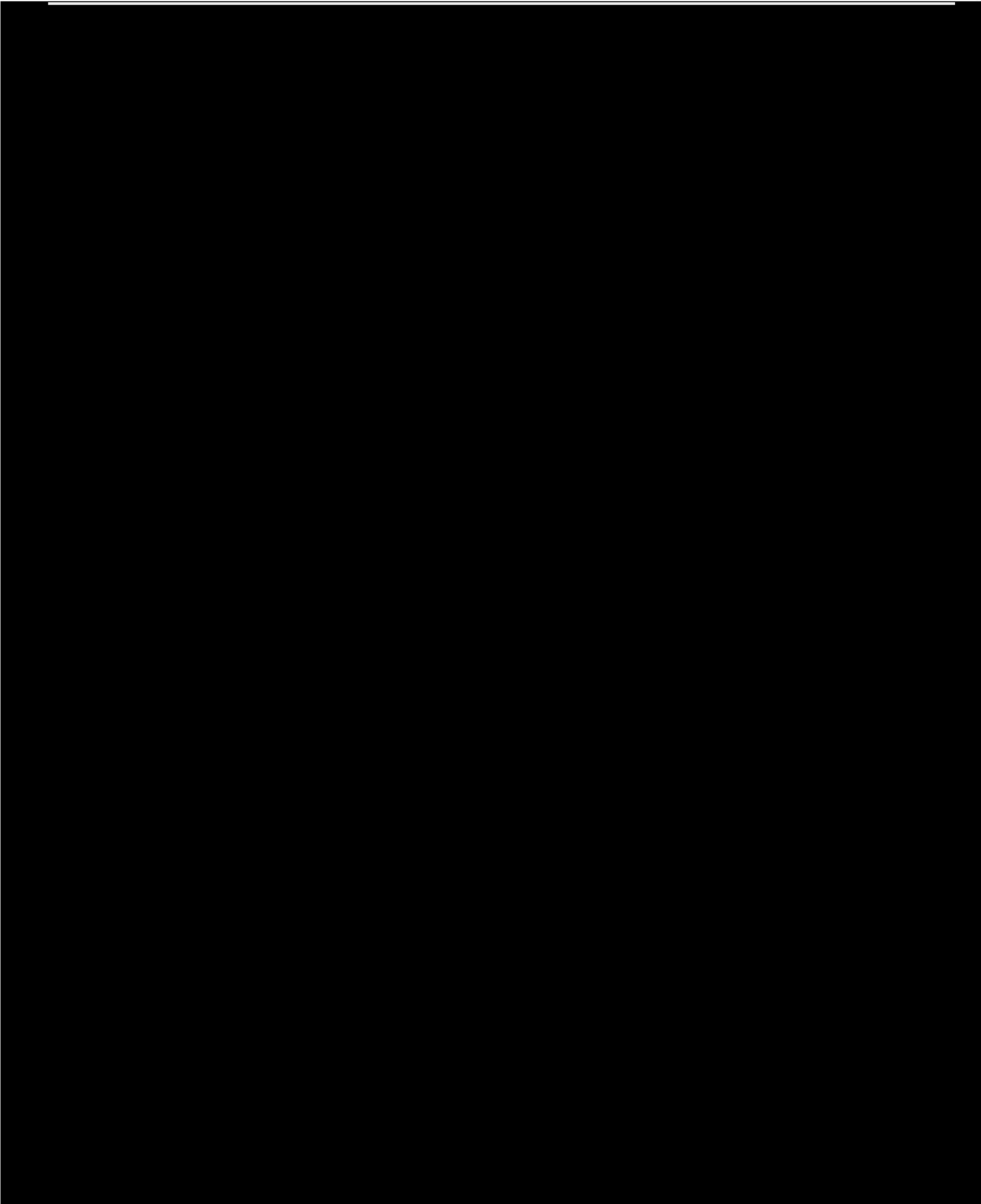




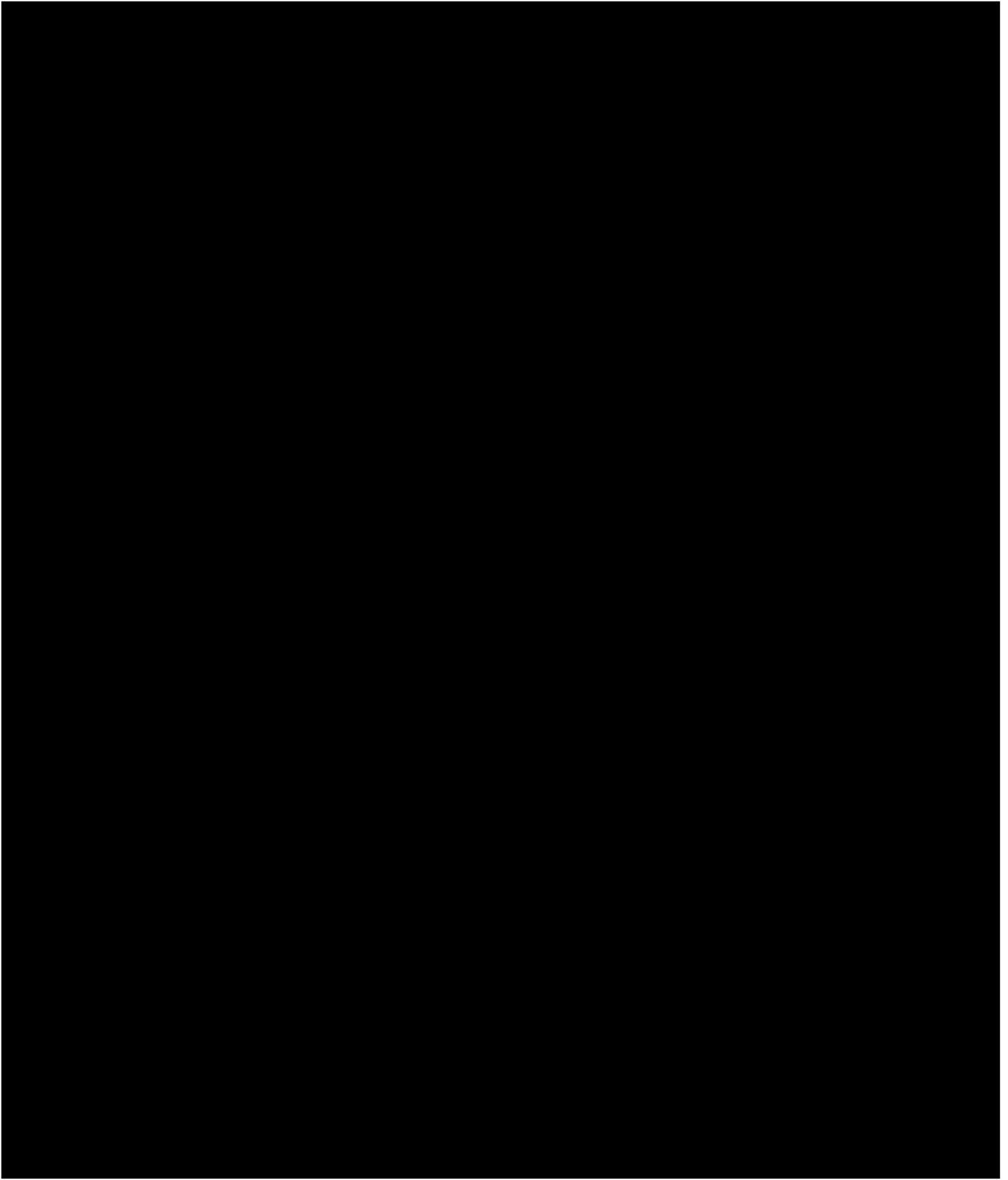


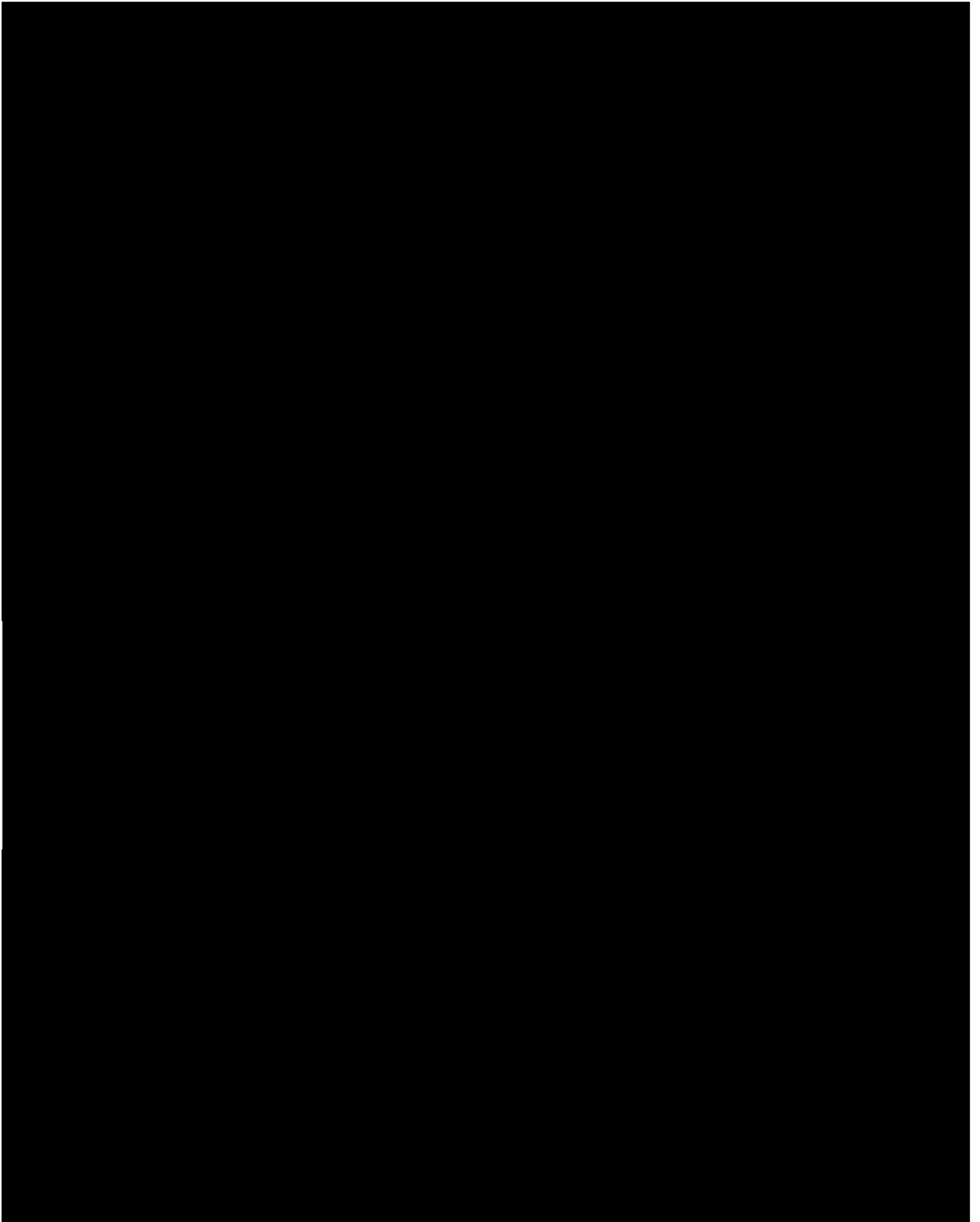


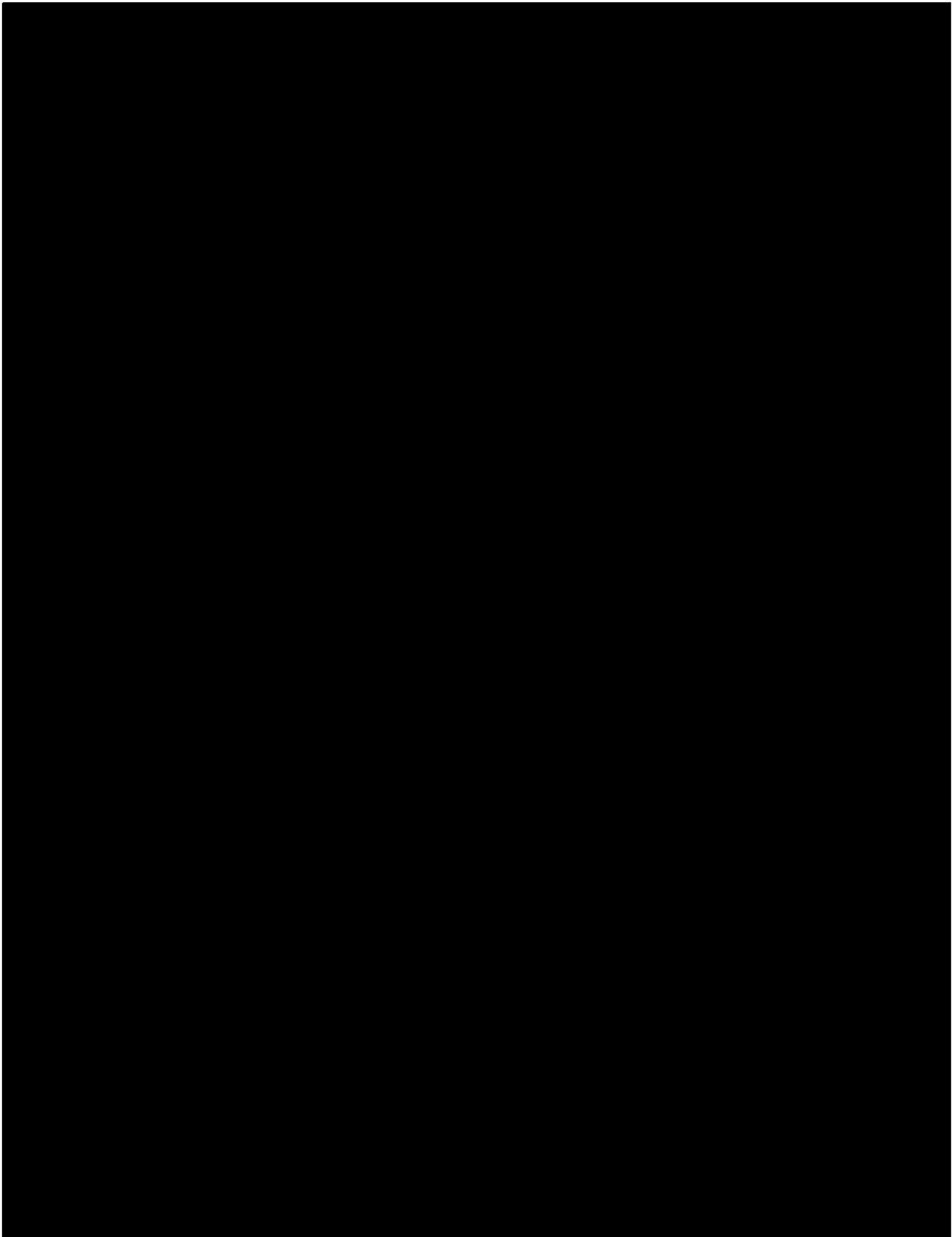


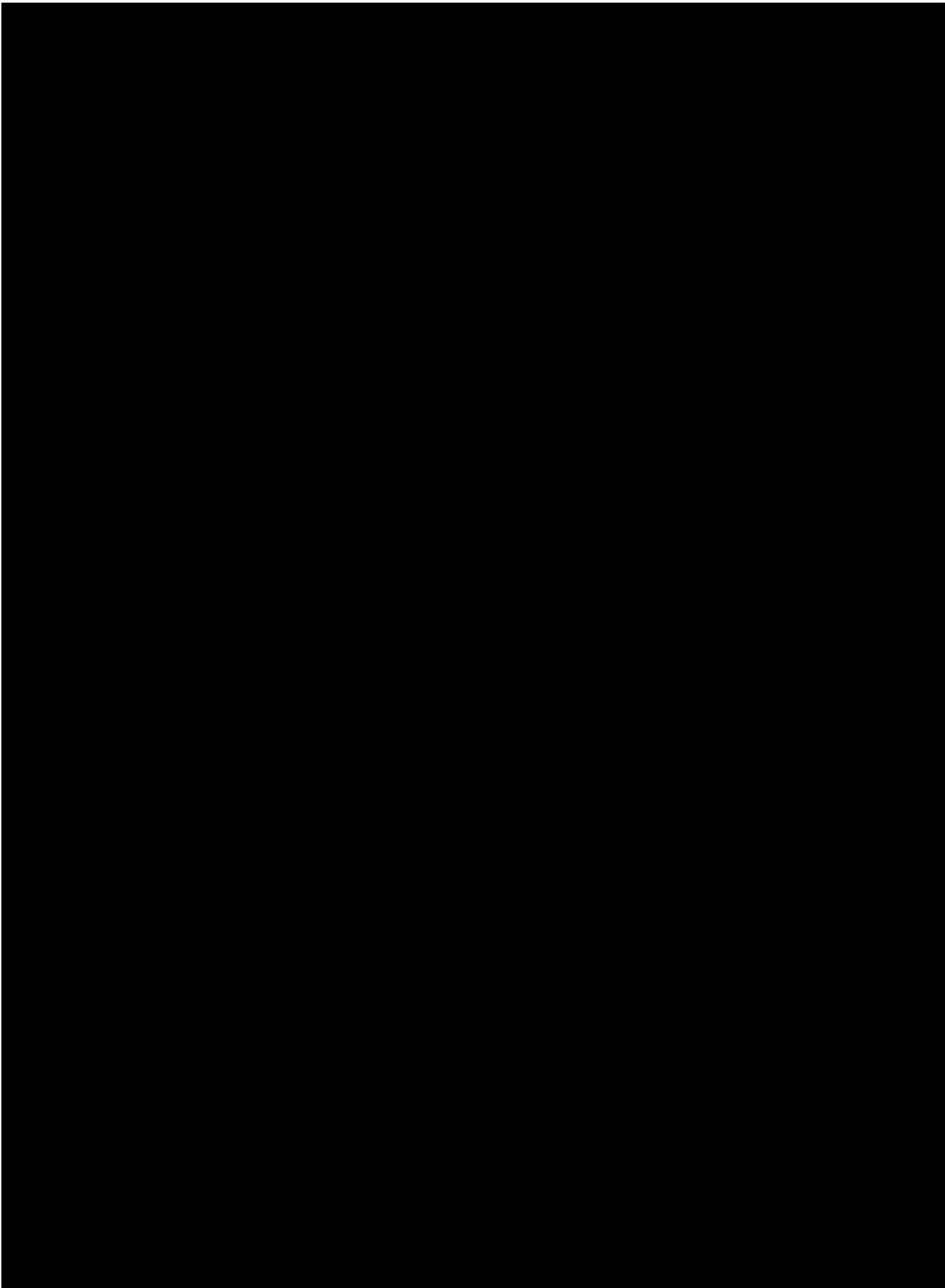


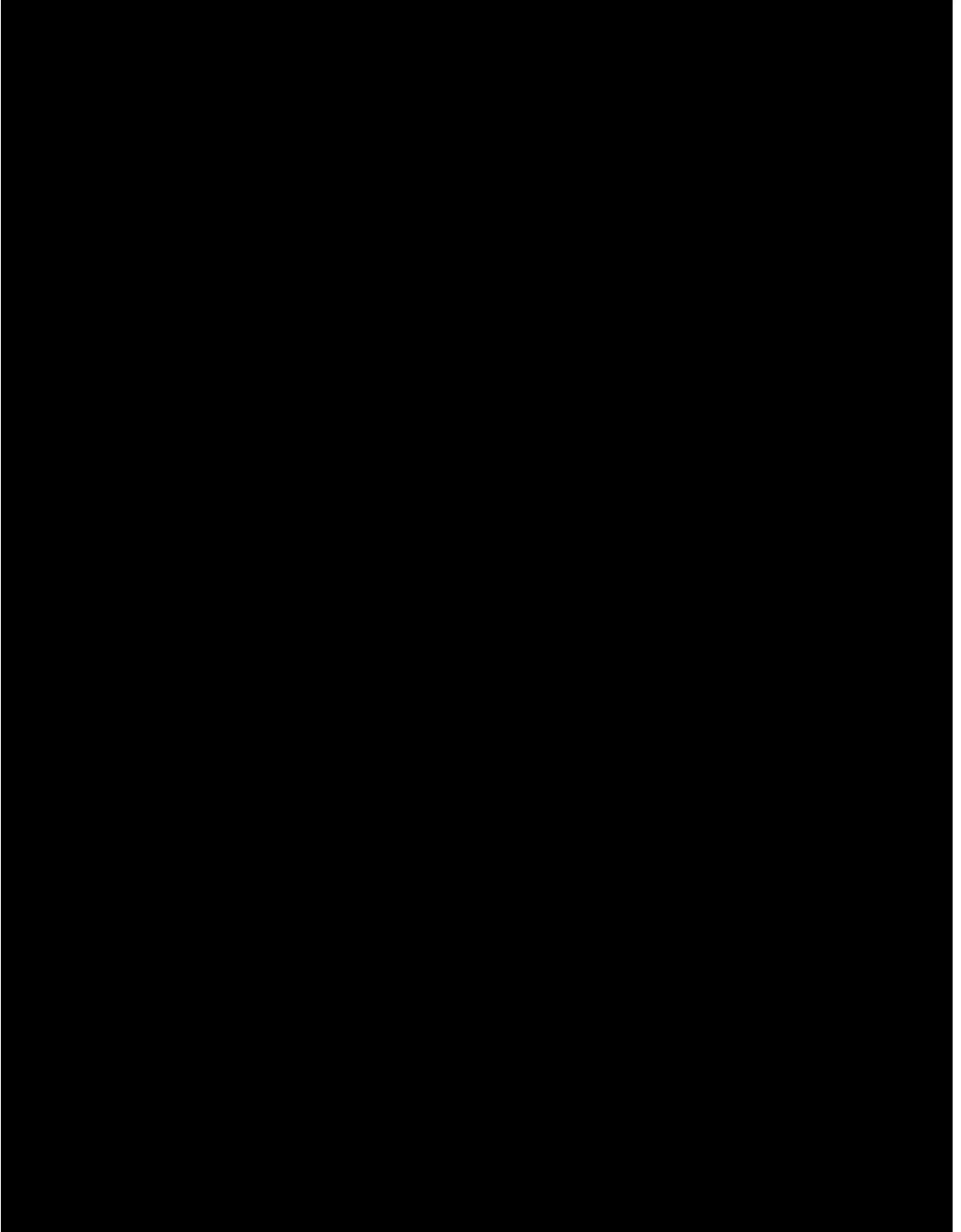


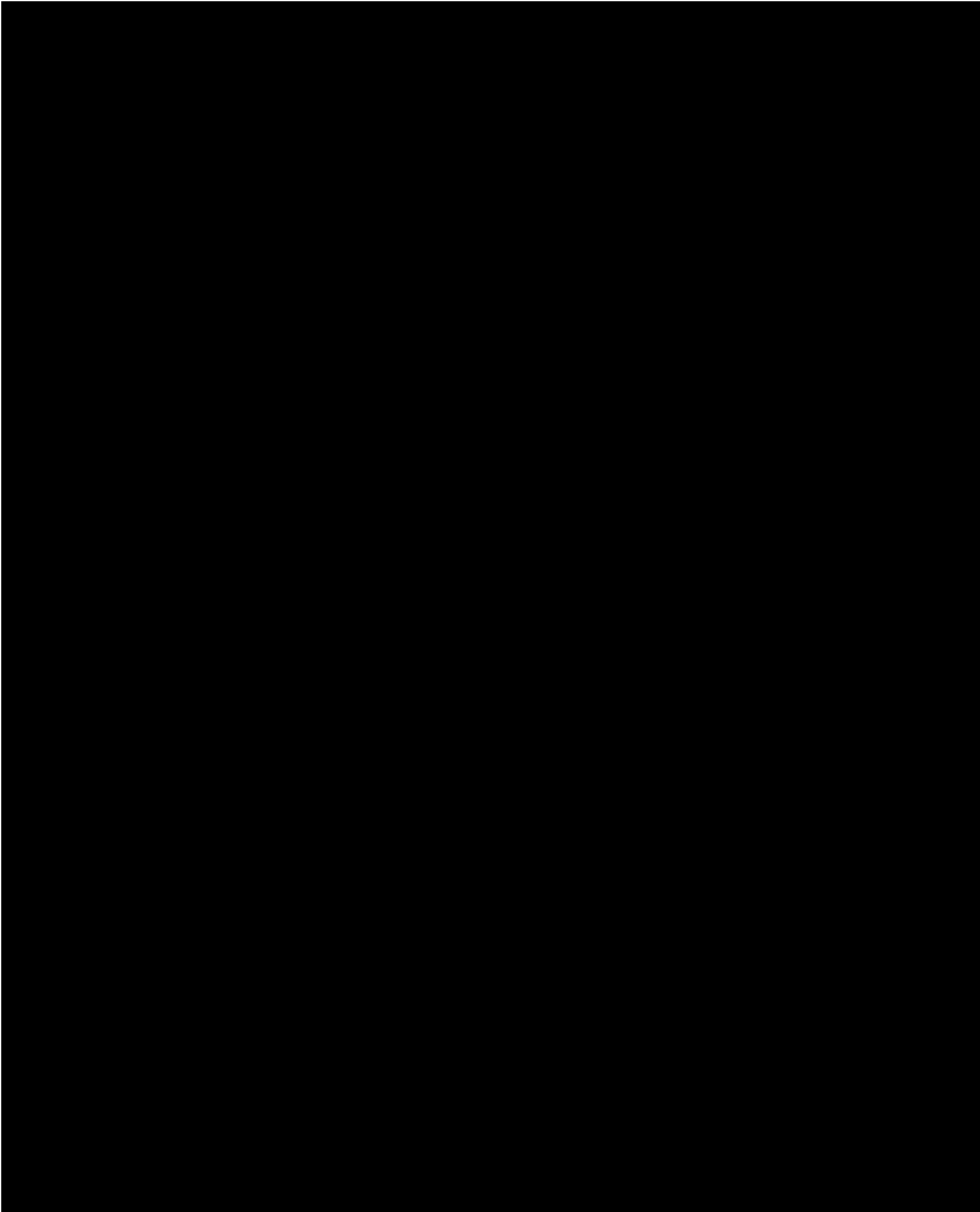




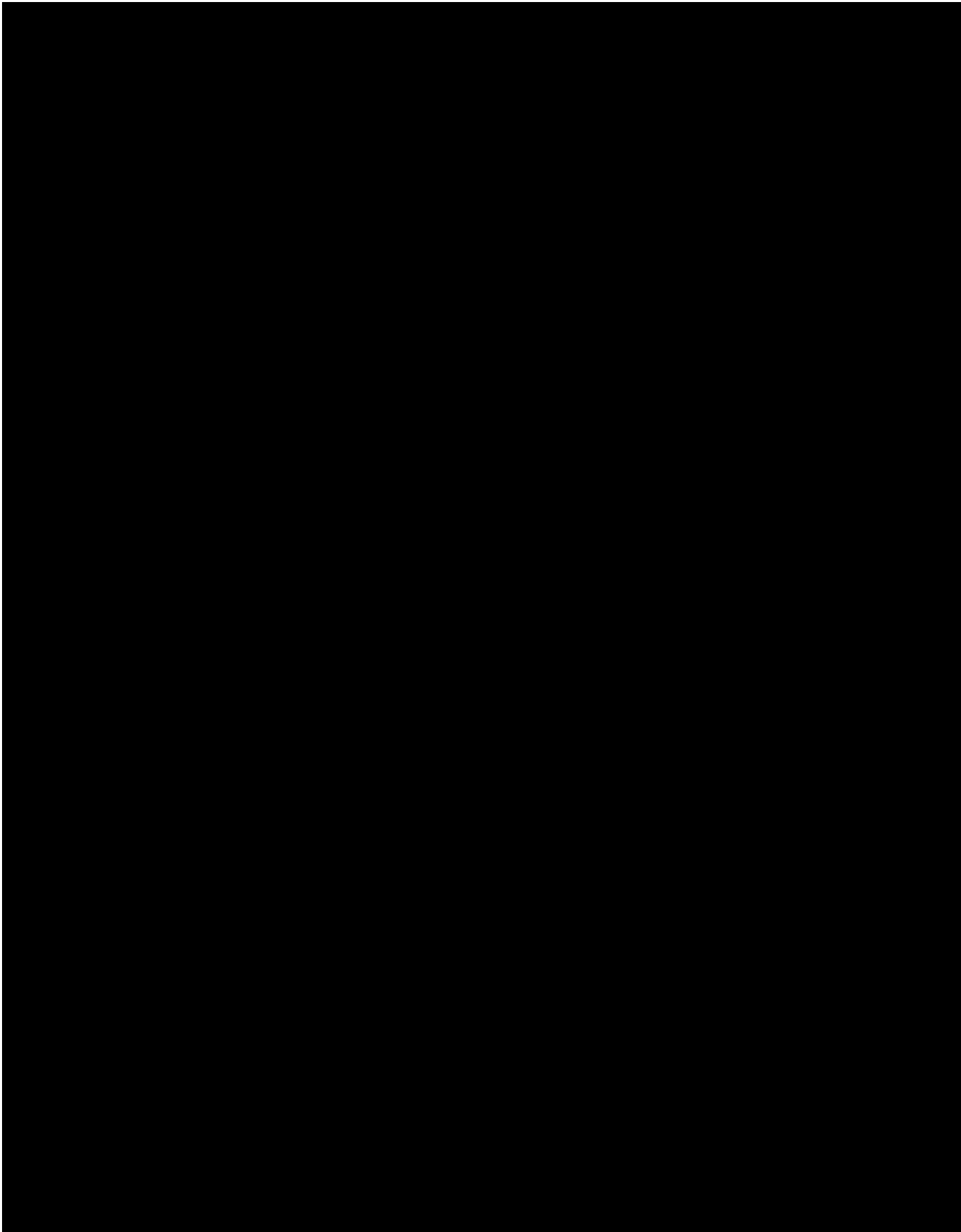


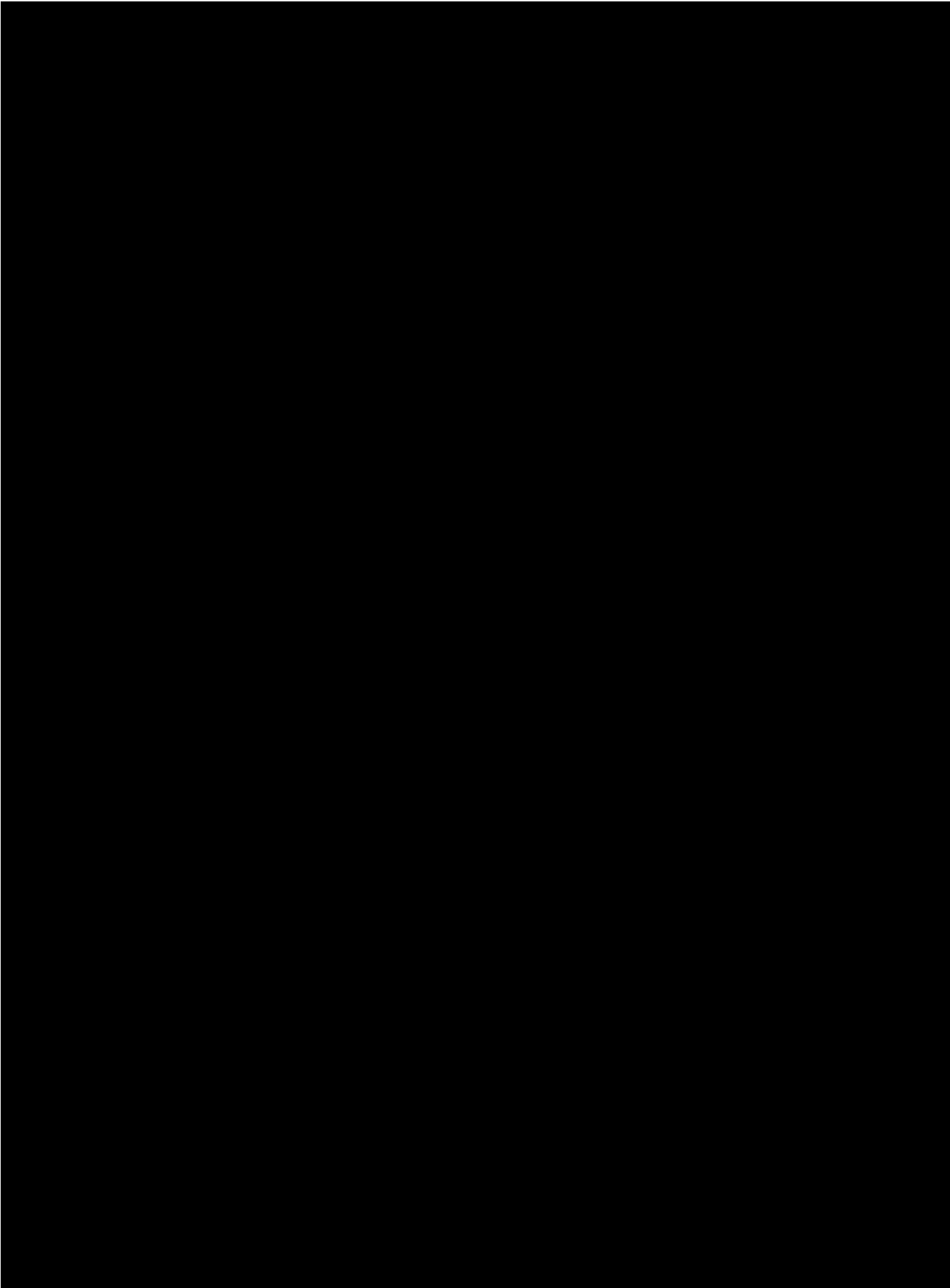


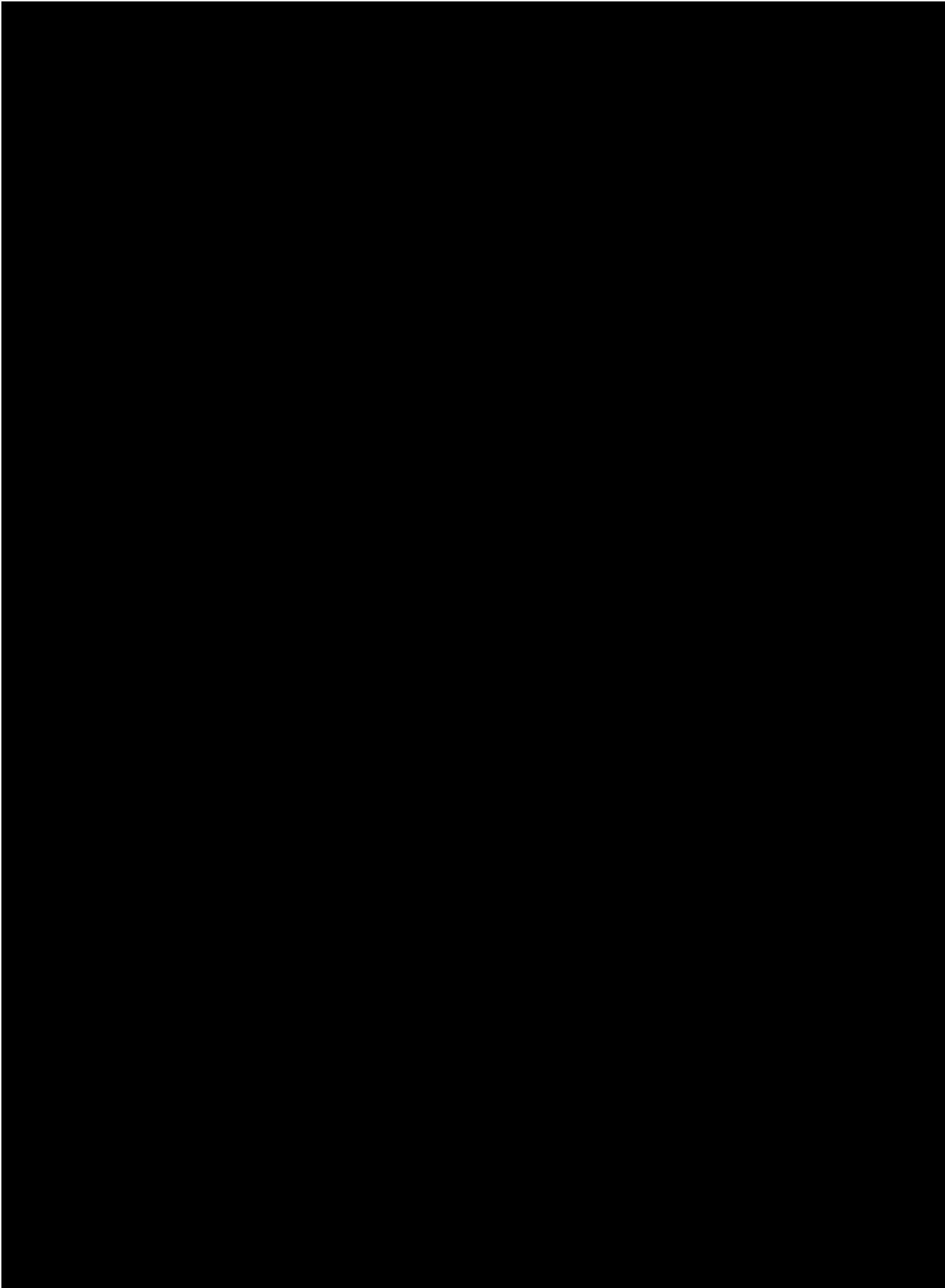












**Exhibit 2.2A to Affiliation Agreement**

**Amended and Restated Articles of Incorporation of Willamette Valley Hospice, Inc.**

**(Chapters Health System, Inc. and Willamette Valley Hospice, Inc.)**

See attached



REGISTRY NUMBER: \_\_\_\_\_

In accordance with Oregon Revised Statute 192.410-192.490, the information on this application is public record. We must release this information to all parties upon request and it will be posted on our website.

For office use only

Please Type or Print Legibly in Black Ink. Attach Additional Sheet if Necessary.

1) **NAME OF CORPORATION:** Willamette Valley Hospice, Inc.

2) **NEW NAME OF THE CORPORATION:** (If changed) \_\_\_\_\_

3) **A COPY OF THE RESTATED ARTICLES MUST BE ATTACHED.**

4) **CHECK THE APPROPRIATE STATEMENT:**

The restated articles contain amendments which do not require membership approval. The date of the adoption of the amendments and restated articles was \_\_\_\_\_. These amendments were duly adopted by the board of directors.

The restated articles contain amendments which require membership approval. The date of the adoption of the amendments and restated articles was \_\_\_\_\_.

The vote of the members was as follows:

Class(es) entitled to vote	Number of members entitled to vote	Number of votes entitled to be cast	Number of votes cast FOR	Number of votes cast AGAINST

5) **EXECUTION:** (Must be signed by at least one officer or director.)

I declare as an authorized signer, under penalty of perjury, that this document does not fraudulently conceal, obscure, alter, or otherwise misrepresent the identity of any person including officers, directors, employees, members, managers or agents. This filing has been examined by me and is, to the best of my knowledge and belief, true, correct and complete. Making false statements in this document is against the law and may be penalized by fines, imprisonment, or both.

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

**CONTACT NAME:** (To resolve questions with this filing.)

Dale Webber

**PHONE NUMBER:** (Include area code.)

(813) 222-8187

**FEES**

Required Processing Fee \$50

Processing Fees are nonrefundable. Please make check payable to "Corporation Division."

Free copies are available at [sos.oregon.gov/business](http://sos.oregon.gov/business), using the Business Name Search program.

**RESTATED ARTICLES OF INCORPORATION  
OF WILLAMETTE VALLEY HOSPICE, INC.,**

**ARTICLE 1**

**NAME AND ADDRESS**

The name of the corporation is Willamette Valley Hospice, Inc. (the “Corporation”). The street address of the Corporation’s principal office and the Corporation’s mailing address is 1015 3rd Street NW, Salem, OR 97304, or at such other location as may be approved from time to time by the Board of Directors with the consent of the Sole Member.

**ARTICLE 2**

**PURPOSES**

The Corporation is organized exclusively for educational and charitable purposes within the meaning of section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the “Code”), or the corresponding provision of any future United States Internal Revenue Law and is not formed for pecuniary profit or financial gain. The Corporation is authorized to perform any lawful act or activity for which nonprofit corporations may be formed under the Oregon Nonprofit Corporation Act, Oregon Revised Statutes Chapter 65. Notwithstanding any other provisions of these Articles to the contrary, the Corporation shall not have or exercise any power which would cause it not to qualify as a tax-exempt organization under section 501(c)(3) of the Code; nor shall the Corporation engage directly or indirectly in any activity which would cause the loss of such qualification. The purposes of the Corporation include but are not limited to the following:

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

**ARTICLE 3**

**MEMBERS**

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

**ARTICLE 4**

**DIRECTORS**

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

**ARTICLE 5**

**OFFICERS**

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

**ARTICLE 6**

**REGISTERED AGENT AND OFFICE ADDRESS**

The registered agent for the Corporation is Garrett Hemann Robertson P.C. The registered office address for the Corporation is 4895 Skyline Rd. S., Salem, OR 97306.

**ARTICLE 7**

**BYLAWS**

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

**ARTICLE 8**

**AMENDMENTS**

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

**ARTICLE 9**

**DISTRIBUTION UPON DISSOLUTION**

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



qualified as exempt under Section 501(c)(3) of the Code. Upon any liquidation or dissolution of the Corporation, the use of the Corporation's net assets shall be subject to Sections 7.3, 7.4 and 7.5 of that certain Affiliation Agreement dated \_\_\_\_\_, 2024, entered into by and between the Corporation and the Sole Member.

**ARTICLE 10**

**TAX EXEMPT RESTRICTIONS**

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

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

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

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

**ARTICLE 11**

**INDEMNIFICATION**

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

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

**ARTICLE 12**

**ARTICLE CONSOLIDATION**

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

**ARTICLE 13**

**EFFECTIVE DATE**

These Articles of Incorporation shall be effective as of \_\_\_\_\_, 2024.

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

DATE: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_, President

\_\_\_\_\_  
\_\_\_\_\_, Secretary

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

**ARTICLE 12**

**ARTICLE CONSOLIDATION**

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**EFFECTIVE DATE**

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

DATE: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_, President

\_\_\_\_\_  
\_\_\_\_\_, Secretary

**Exhibit 2.2B to Affiliation Agreement**

**Amended and Restated Bylaws of Willamette Valley Hospice, Inc.  
(Chapters Health System, Inc. and Willamette Valley Hospice, Inc.)**

See attached

