

# **HOLD SEPARATE AND ASSET PRESERVATION COMMITMENT**

The purpose of this Hold Separate and Asset Preservation Commitment (“Commitment”) is to maintain and preserve the Onsite-Oregon Business, as defined in Section I. A. below, as a viable and ongoing business independent of Concentra until the Order Date.

This Commitment pertains to the Oregon Health Authority’s (“OHA”) review of the Notice of Material Change Transaction – 052 (the “Transaction”) between Concentra Health Services, Inc. (“Concentra”) and Onsite Innovations, LLC (“Onsite”). This Commitment will be effective as of the closing of such Transaction (the “Closing Date”), and will remain in force until the effective date of the Final Order issued by OHA with respect to the Transaction (the “Order Date”).

## **I. Definitions**

1. “Onsite-Oregon Business” means the operations of all four Onsite locations in Oregon, as specified in the HCMO -1c – Facilities and Locations Form submitted to OHA as of the Closing Date.
2. “Notice” means the completed Notice of Material Change Transaction Form submitted to OHA.

## **II. Concentra Responsibilities**

Notwithstanding the closing of the Transaction and to the greatest extent practicable, from the Closing Date until the Order Date, Concentra will:

1. Hold the Onsite-Oregon Business separate, apart, and independent of Concentra’s other businesses and will vest the Onsite Monitors (as defined below) with all rights, powers, and authority necessary to conduct the Onsite-Oregon Business in the ordinary course.
2. Not take any action with respect to the Onsite-Oregon Business except as necessary to effectuate the Commitments as set forth Section III and assure compliance with all applicable laws.
3. Take all actions necessary to maintain and assure the continued viability, marketability, and preservation of the Onsite-Oregon Business, and prevent the destruction, removal, deterioration, wasting, or impairment of any assets of the Onsite-Oregon Business, except for ordinary wear and tear, and shall not sell, transfer, encumber, or otherwise impair any of the assets of the Onsite-Oregon Business or the Onsite-Oregon Business itself.

## **III. Concentra Commitments**

Concentra hereby commits to the following from the Closing Date until the Order Date:

## HOLD SEPARATE AND ASSET PRESERVATION COMMITMENT

1. Concentra will appoint one or more persons currently employed by Onsite to oversee the Onsite-Oregon Business (the "Onsite Monitor(s)"). The Onsite Monitor(s) will be appointed no later than one (1) calendar day after the Closing Date and shall be vested with all the rights, powers, and authority necessary to permit the Onsite Monitor to perform their duties and responsibilities pursuant to this Hold Separate and Asset Preservation Commitment. The Onsite Monitor will be:
  - a. knowledgeable about the services provided by the Onsite-Oregon Business and to Oregon residents prior to the Closing Date;
  - b. responsible for overseeing services provided by Onsite-Oregon Business and to Oregon residents; and
  - c. responsible for compliance with this Commitment.
2. Subject to Paragraphs 4 and 5, Concentra will take all actions reasonably necessary for the Onsite-Oregon Business and the Onsite Monitor(s) to preserve and maintain all services delivered in Oregon and to Oregon residents as of the Closing Date, which shall include:
  - a. Operating the Onsite Oregon Business in the ordinary course of business;
  - b. offering the full scope of services available to Oregon residents by the Onsite-Oregon Business as of the Closing Date;
  - c. Devoting sufficient operational resources to maintain existing service levels for Oregonians in existence as of the Closing Date; and
  - d. Providing sufficient working capital and lines and sources of credit to support services in Oregon.
3. Subject to Paragraphs 4 and 5, Concentra and the Onsite Representative shall make commercially reasonable best efforts to maintain and preserve the Onsite-Oregon Business and as of the Closing Date:
  - a. Relationships with suppliers, clinics, vendors, agents, and other entities that are necessary to continue providing all existing services to Oregon residents;
  - b. Existing relationships with Onsite's sole customer in Oregon ("Oregon Customer"), consistent with past practices;
  - c. Staffing levels sufficient to provide contracted services to Oregon Customer, subject to ordinary course turnover; and
  - d. Such operational supports as may be reasonably necessary for Onsite to maintain services for Oregon Customer
4. The commitments in Section II and Paragraphs 2 and 3 of Section III are in each case subject to changes that may be legally required to maintain compliance with State, Federal or Local statutes, rules, ordinances or court orders. Any such changes will be made in a manner that effectuates the intent of this Commitment, which is to preserve services in Oregon. Concentra will notify OHA within two business days of any material changes made pursuant to this Paragraph. Onsite may adjust branding materials to comply with restrictions on the use of trademarks owned by Onsite's

## HOLD SEPARATE AND ASSET PRESERVATION COMMITMENT


pre-closing affiliates. Immediately following the Closing Date, Concentra shall remove all Athletico branding used in relation to the Onsite-Oregon Business. Concentra will notify OHA, at minimum, two business days of any other adjustment of branding materials pertaining to the Onsite-Oregon Business prior to the Order Date.

5. The Commitments in Section II and Paragraphs 2 and 3 of Section III are in each case subject to the services agreement(s) between Onsite and the Oregon Customer, including without limitation the Oregon Customer's right to change or terminate the nature, scope, location, and manner of services delivered by Onsite in Oregon. Nothing in this Commitment alters the rights or duties of Onsite or the Oregon Customer under such contract(s), and nothing in this Commitment shall be interpreted to require Concentra or Onsite to deliver services except as contemplated in such contract(s). Should Concentra find such services Commitment(s) require action that materially reduces the staffing, services or service levels of the Onsite-Oregon Business, Concentra shall notify OHA within two business days of such changes.
6. Concentra shall not consolidate services, operations, contracts, or marketing with Onsite-Oregon Business with respect to the Oregon Customer, and will otherwise permit Onsite-Oregon Business to continue operating in the ordinary course of business with respect to Oregon Customer.
7. Nothing in this Commitment shall be interpreted to limit Onsite-Oregon Business's ability to expand or improve services offered in Oregon.
8. Concentra shall notify OHA within two (2) business days of any changes to the staffing, services, Oregon Customer contract, or service locations of the Onsite-Oregon Business which may occur despite Concentra (1) taking all actions reasonably necessary to preserve and maintain all services delivered in Oregon and to Oregon residents as of the Closing Date as outlined in Paragraph 2 of Section III; (2) making commercially reasonable best efforts to maintain and preserve the Onsite-Oregon Business and as of the Closing Date as outlined in Paragraph 3 of Section III; and (3) attempting to fulfill all responsibilities to the greatest extent practicable as outlined in Section II. This notification shall include a detailed description of all such changes, the date such change occurred, and the reasoning for such change.

Based on this Commitment, OHA shall permit the proposed Transaction to close on or after June 1<sup>st</sup>, 2025, without objection or penalty, and shall issue the Final Order with respect to the Notice of Material Change Transaction – 052 in the ordinary course.

## HOLD SEPARATE AND ASSET PRESERVATION COMMITMENT

REPRESENTATIVE OF CONCENTRA HEALTH SERVICES, INC.

By: 

Name: Adam L. Moore

Title: VP and Corporate Counsel

REPRESENTATIVE OF OREGON HEALTH AUTHORITY

By: 

Name: Sarah Bartelmann, MPH

Title: Health Care Market Oversight Program Manager