[redacted]

EXECUTION VERSION

AGREEMENT AND PLAN OF MERGER

by and among

OPTUM OREGON MSO, LLC
(solely for purposes of the Specified Provisions),

[redacted]

[redacted]

THE CORVALLIS CLINIC, P.C.,

and

DR. JEFFREY ROBINSON, as the REPRESENTATIVE

Dated as of December 1, 2023

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AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER (this "Agreement") is entered into as of December 1, 2023, by and among Optum Oregon MSO, LLC, a Delaware limited liability company ("MSO") solely for purposes of the Specified Provisions (as defined herein), [redacted], an individual resident of the state of Oregon ("Physician"), [redacted], an Oregon professional corporation ("Merger Sub" and together with MSO (solely for purposes of the Specified Provisions), the "Buyer"), The Corvallis Clinic, P.C., an Oregon professional corporation (the "Company"), and Dr. Jeffrey Robinson, in the capacity of Representative (as defined herein) pursuant to the terms of this Agreement.

RECITALS

WHEREAS, Exhibit A to this Agreement sets forth the names of all of the shareholders of the Company (the "Shareholders") and sets forth opposite the name of each Shareholder the number of issued and outstanding shares of common stock, no par value, of the Company (the "Shares"), owned by each such Shareholder;

WHEREAS, prior to the date hereof, [redacted], an Oregon limited liability company (the "Owned Property Holding Company"), was formed;

WHEREAS, following the date hereof but prior to the Closing, the Company shall transfer the ownership of the Owned Property to the Owned Property Holding Company in a transaction that is taxable to the Company for federal and applicable state income Tax purposes (the "Owned Property Transfer");

WHEREAS, Physician owns all of the issued and outstanding stock of Merger Sub;

WHEREAS, at the Closing, the parties intend to effect a merger of Merger Sub with and into the Company, pursuant to which Merger Sub will cease to exist and the Company will become wholly owned by Physician (the "Merger") in accordance with this Agreement and the Oregon Professional Corporation Act and the Oregon Business Corporation Act (collectively, the "OPCA") and the Organizational Documents;

WHEREAS, the board of directors of the Company has unanimously: (i) determined that this Agreement and the transactions contemplated hereby are advisable and in the best interests of the Company and the Shareholders; and (ii) approved this Agreement and the transactions contemplated hereby;

WHEREAS, James Kaech has entered into a retention agreement with an Affiliate of Buyer (the "Retention Agreement"), which shall be effective upon the Closing; and

WHEREAS, each Member of the Company's board of directors has entered into noncompetition and nonsolicitation agreements with an Affiliate of Buyer in the form attached hereto as Exhibit B (collectively, the "Noncompetition and Nonsolicitation Agreements"), which shall be effective upon the Closing.

NOW, THEREFORE, in consideration of the foregoing, the representations, warranties, covenants and agreements set forth in this Agreement, and other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, the parties hereby agree as follows:

Article I
DEFINITIONS

Section 1.1 Certain Definitions.

For purposes of this Agreement, except as otherwise expressly provided herein or unless the context otherwise requires, the following terms, when used in this Agreement and the Exhibits, Schedules, and other documents delivered in connection herewith, have the meanings assigned to them in this Section 1.1.

"Accrual Method Conversion" has the meaning set forth in Section 5.10(h).

"Action" means (i) any action, litigation, claim, complaint, dispute, proceeding, investigation, petition, suit mediation, order, arbitration, inquiry or request for information, whether civil or criminal, in law or in equity by, on behalf of or before any Governmental Entity or (ii) any market conduct or financial examination report or other proceeding by on behalf of a Governmental Entity.

"Affiliate" means, with regard to any specified Person, a Person that directly, or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with, such specified Person. A Person shall be deemed to control another Person if such first Person possesses, directly or indirectly, the power to direct, or cause the direction of, the management and policies of such other Person, whether through the ownership of voting securities, by Contract or otherwise.

"Business" means the business of the Company as currently conducted.

"Business Day" means any day other than a Saturday, a Sunday or any other day on which commercial banks in Minneapolis, Minnesota or Corvallis, Oregon are required to be closed or are closed generally.

"Buyer Fundamental Representations" means the representations and warranties of Buyer set forth in Section 4.1 and Section 4.3.

"CARES Act" means the Coronavirus Aid, Relief, and Economic Security Act, Pub. L. 116–13 and any similar or successor legislation, executive order or executive memo relating to the COVID-19 pandemic, as well as any applicable guidance issued thereunder or relating thereto (including, without limitation, IRS Notice 2020-65, 2020-38 IRB, and the Memorandum on Deferring Payroll Tax Obligations in Light of the Ongoing Covid-19 Disaster, dated August 8, 2020).

"Cash Adjustment" means, a positive or negative amount equal to Operating Cash minus Target Operating Cash.

"Closing Consideration" means an amount equal to (i) [redacted] (the "Purchase Price"), plus (ii) the Working Capital Adjustment, plus (iii) the Cash Adjustment, minus (iv) the Closing Indebtedness, minus (v) the Transaction Expenses, minus (vi) the Representative Amount, minus (vii) the Escrow Amount, minus (viii) Taxes Payable.

"Closing Indebtedness" means the aggregate amount of Indebtedness, determined as of immediately prior to the Closing.

"Code" means the Internal Revenue Code of 1986, as amended.

"Company Fundamental Representations" means the representations and warranties of the Company set forth in Section 3.1, Section 3.2, Section 3.4, Section 3.5 and Section 3.23.

"Company Shareholder Approval" means a duly executed Company Written Consent from Shareholders representing at least [redacted] of the Shares.

"Company Written Consent" means a written consent by the Shareholders, in form reasonably satisfactory to Buyer, approving and adopting this Agreement (including the Merger), in accordance with the OPCA and the Organizational Documents.

"Company's Knowledge" means the actual knowledge of each of James Kaech, Scott Shollenbarger, Dr. Carol Morcos, Dr. Charmin Sagert, and Dr. Jeffrey Robinson and such knowledge as would be obtained following the exercise of reasonable inquiry by the foregoing Persons of the Company's officers, directors, managers, and employees, and relevant documents, data and information.

"Confidentiality Agreement" means that certain letter agreement, dated as of May 11, 2022, by and between [redacted] and the Company.

"Consent" means any consent, approval, authorization or permit of, or any filing with or notification to, any Governmental Entity or any third party.

"Continuing Employees" means employees of the Company who continue employment with the Surviving Entity, Buyer or any of their respective Affiliates after the Closing.

"Contract" means any contract, agreement, arrangement, commitment, indenture, lease, purchase order or license, whether written or oral.

"Deadline" means fifteen (15) Business Days after the execution and delivery of this Agreement.

"Disclosure Schedule" means the Schedule that is attached hereto and delivered by the Company to Buyer concurrently with the execution and delivery of this Agreement.

"Dissenters' Rights" means the dissenters' rights granted to the Shareholders in connection with the transactions contemplated by this Agreement under the applicable Laws of the State of Oregon.

"DOL" means the United States Department of Labor.

"Encumbrance" means any claim, charge, lease, covenant, easement, encumbrance, pledge, security interest, lien, option, pledge, right of others, mortgage, deed of trust, hypothecation, conditional sale or restriction (whether on voting, sale, transfer, disposition or otherwise), whether imposed by Contract, understanding or Law.

"Environmental Claim" means any Action, suit, claim, review, investigation, inquiry or legal, administrative or arbitration proceedings by any Person alleging liability of whatever kind or nature (including liability or responsibility for the costs of enforcement proceedings, investigations, cleanup, governmental response, removal or remediation, natural resources damages, property damages, personal injuries, medical monitoring, penalties, contribution, indemnification and injunctive relief) arising out of, based on or resulting from: (a) the presence, use, storage, labeling, processing, disposal or Release of, or exposure to, any Hazardous Materials; or (b) any non-compliance with or liability under any Environmental Law or term or condition of any Environmental Permit.

"Environmental Law" means any applicable United States federal or foreign law, state, provincial, local or municipal statute, law, rule, regulation, ordinance or code relating to: (a) pollution (or the cleanup thereof) or the protection of natural resources, endangered or threatened species, human health or safety, or the environment (including ambient air, soil, surface water or groundwater, or subsurface strata); or (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. The term "Environmental Law" includes the following (including their implementing regulations and any state analogs): 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.; 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.; the Clean Air Act of 1966, as amended by the Clean Air Act Amendments of 1990, 42 U.S.C. §§ 7401 et seq.; the Occupational Safety and Health Act of 1970, as amended, 29 U.S.C. §§ 651 et seq.; and any applicable foreign laws.

"Environmental Notice" means any written directive, notice of violation or infraction, or notice respecting any Environmental Claim relating to actual or alleged non-compliance with or liability under any Environmental Law or any term or condition of any Environmental Permit.

"Environmental Permit" means any Permit or other approval to operate from a Governmental Entity required under or issued, granted, given, authorized by or made pursuant to Environmental Law.

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

"GAAP" means generally accepted accounting principles in the United States, consistently applied.

"Governmental Entity" means any federal, national, state, territorial, commonwealth, foreign, provincial, local or other government or any governmental, regulatory, self-regulatory or administrative authority, agency, bureau, board, commission, court, judicial or arbitral body, department, political subdivision, tribunal or other instrumentality thereof.

"Hazardous Materials" means (i) hazardous materials, hazardous substances, extremely hazardous substances, hazardous wastes, infectious wastes, acute hazardous wastes, toxic substances, contaminants or pollutants, as those terms are defined by the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. § 9601 et seq., the Resource Conservation and Recovery Act, 42 U.S.C. § 6901 et seq., and any other Environmental Laws; (ii) petroleum, including crude oil or any fraction thereof, or petroleum-derived products; (iii) any radioactive material or radioactive waste, including any source, special nuclear, or by product material as defined in 42 U.S.C. § 2011 et seq.; (iv) asbestos in any form or condition; (v) any substance that contains regulated levels of polychlorinated biphenyls; (vi) urea formaldehyde foam insulation, urea-formaldehyde, or any material that contains urea-formaldehyde; (vii) radon; and (viii) lead or lead-containing materials.

"Health Care Law" means all Laws relating to the operation of Business, including Title XVIII of the Social Security Act, 42 U.S.C. §§ 1395-1395hhh (the Medicare statute), including the Ethics in Patient Referrals Act, as amended, 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. §§ 51-58; the Civil Monetary Penalties Law, 42 U.S.C. §§ 1320a-7a and 1320a-7b; 42 U.S.C. § 1320a-7; the Health Insurance Portability and Accountability Act of 1996, 42 U.S.C. §§ 1320d-1329d 8, as amended by the Health Information Technology for Economic and Clinical Health Act, enacted as Title XIII of the American Recovery and Reinvestment Act of 2009, Public Law 111-5, the Federal Food, Drug & Cosmetics Act (21 U.S.C. § 301 et seq.), the Prescription Drug Marketing Act of 1987 (21 U.S.C. §§ 353 et seq.), and the Controlled Substances Act (21 U.S.C. Section 801 et seq.), each as amended from time to time, and all applicable implementing regulations, rules, ordinances, judgments, and orders; and any similar state and local statutes, regulations, rules, ordinances, judgments, and orders; all CMS manuals, call letters, memorandums, transmittals and other sub regulatory guidance; and all applicable federal, state, and local licensing, certificate of need, regulatory and reimbursement statutes, regulations, rules, ordinances, orders, and judgments applicable to healthcare service providers providing the items and services that the Company provides.

"Indebtedness" means, as of any date, without duplication, the outstanding principal amount of, accrued and unpaid interest on, and other outstanding payment obligations arising under any obligations of the Company consisting of: (a) indebtedness for borrowed money, whether current, short-term or long-term and whether secured or unsecured, or for the deferred

purchase price of property or services (including any "earn-out" or similar payments but excluding trade payables incurred in the ordinary course of business), and any related accrued interest, fees and prepayment penalties; (b) indebtedness evidenced by any note, bond, debenture or other debt security, and any related accrued interest, fees and prepayment penalties; (c) any indebtedness referred to in clauses (a) and (b) above of any Person that is either guaranteed (including under any "keep well" or similar arrangement) by, or secured by any Encumbrance upon any property or asset owned by, the Company, in each case, as of such date; (d) past due rent obligations and deferred rent liabilities recorded in accordance with GAAP (prior to the adoption of ASC 842); (e) any liability in respect of banker's acceptances or letters of credit (but, in each case, only to the extent and in the amount drawn); (f) any liability under interest rate swap, hedging or similar agreements; (g) deposits payable or deferred revenue for which cash has been received by the Company; (h) declared but unpaid dividends; (i) all obligations under leases which are recorded in accordance with GAAP (prior to the adoption of ASC 842); (j) any amounts payable to (including with respect to loans of any kind or nature) the Company from any Shareholder or any officer, director, manager, employee or agent of the Company; (k) any PPP Loan Obligations; and (l) the amounts set forth on Section 1.1(a) of the Disclosure Schedule. For purposes of this definition, "Indebtedness" shall not include: (i) any intercompany accounts payable or intercompany loans of any kind or nature; (ii) any liabilities taken into account in the calculation of Net Working Capital included in the Estimated Schedule or Final Calculations; (iii) any starting bonuses that may become reimbursable to the Company pursuant to an Employment Agreement in connection with a termination for cause of a Shareholder, officer, director, manager, employee or agent of the Company, or (iv) any amounts included in the Transaction Expenses.

"Indemnity Escrow Fund" means the Indemnity Escrow Amount, as reduced from time to time through distributions and increased from time to time by earnings, in each case, in accordance with the Escrow Agreement.

"Intellectual Property" means any and all of the following: (a) rights in patents and patent applications, patentable inventions and improvements whether or not patentable; (b) trademarks, service marks, trade dress, trade names, logos, corporate names and any other designators of origin; (c) registered copyrights and applications for registrations of copyrights and unregistered copyrightable works, including software; (d) trade secrets, other confidential and proprietary information or know-how, including such rights in software; (e) uniform resource locators, domain names and social media account names or identifiers; (f) rights of privacy or publicity and (g) all other intellectual and related proprietary rights, whether protected, created or arising by operation of Law.

"IRS" means the United States Internal Revenue Service.

"Law" means any federal, state, local or foreign law, statute, code or ordinance, common law or any rule, regulation, interpretation, guidelines, directives, instructions, bulletins, manuals, standard, judgment, order, writ, injunction, ruling, decree, arbitration award, agency requirement, license or permit of any Governmental Entity.

"Material Adverse Effect" means any event, circumstance or occurrence that, individually or when taken together with all other such events, circumstances or occurrences of the same general type, (a) has or could reasonably be expected to have a material adverse effect

on the business, results of operations or financial condition of the Company, individually or taken as a whole or (b) has prevented, materially delayed or materially impeded, or could reasonably be expected to prevent, materially delay or materially impede, the performance by the Company of its obligations under this Agreement (including to consummate the transactions contemplated hereby); provided, that none of the following shall either alone or in combination (or the effects or consequences thereof) constitute, or be taken into account in determining whether there has been a Material Adverse Effect for purposes of the foregoing clause (a): (i) changes in the business or economic conditions affecting the industries or the segments thereof in which the Company operates, (ii) events, circumstances or occurrences affecting the general economy, credit, capital or financial markets in the geographic areas in which the Company operates, (iii) changes in GAAP or applicable Laws (or interpretation thereof) or changes in political conditions, including acts of war (whether or not declared), armed hostilities and terrorism, in each case including any escalation thereof, (iv) acts of God (including weather events (including tornados, hurricanes, droughts, floods and similar events), pandemics and natural disasters (including earthquakes, fires, tsunamis and similar events)); provided further that, in the case of clauses (i) through (iv), any such events, circumstances or occurrences may be considered in determining whether there is a Material Adverse Effect to the extent it has (or they have) a materially disproportionate adverse effect on the business, results of operations or financial condition of the Company, taken as a whole, as compared to other Persons similarly situated in the same industry.

"Net Working Capital" means (a) the sum of the current assets of the Company minus (b) the sum of the current liabilities of the Company as calculated in accordance with GAAP (prior to the adoption of ASC 842), determined as of immediately prior to the Closing. Notwithstanding the foregoing, for purposes of calculating Net Working Capital, current assets and current liabilities shall exclude (a) amounts included in Operating Cash, (b) Indebtedness, (c) Transaction Expenses, (d) any intercompany balances of any kind or nature, (e) any current or deferred Tax assets or liabilities (including Taxes Payable and any Tax receivables), and (f) any deferred revenue. Attached as Exhibit C is an illustrative calculation of Net Working Capital assuming the Closing Date was September 30, 2023.

"OHA Approval" means any required approval by the Oregon Health Authority of the transactions contemplated hereby pursuant to the Oregon Health Care Market Oversight Program.

"Open Source" means, software or other materials that are downloadable and/or distributed as "free software" (as defined by the Free Software Foundation) or "open source software" (meaning software distributed under any license approved by the Open Source Initiative as set forth at www.opensource.org) and/or conditioned on acceptance of a license agreement such as the GNU General Public License, GNU Lesser General Public License, GNU Affero General Public License, BSD License, MIT License, Common Public License or under a similar licensing or distribution model.

"Operating Cash" means, the amount of current cash and cash equivalents of the Company excluding any restricted cash that is not available for immediate or general business use due to restrictions or limitations on use by Law, contract or otherwise, calculated in accordance with the GAAP, determined as of immediately prior to the Closing. Attached as Exhibit D is an illustrative calculation of Operating Cash assuming the Closing Date was September 30, 2023.

"Owned Property" means the real property located at 500 Main Street, Philomath, Oregon 97370 and owned by the Company.

"Owned Property Lease" means that certain lease for the Owned Property between Owned Property Holding Company and MSO, in form and substance satisfactory to Buyer, to be effective as of the date of the Owned Property Transfer; provided, that the Owned Property Lease shall contain a [redacted] and such other terms as shall be mutually agreed upon by the parties thereto.

"Permitted Encumbrances" means (a) carriers', warehouseman's, mechanics', materialmen's and repairmen's liens which have arisen in the ordinary course and securing obligations incurred prior to the Closing Date that are not delinquent and that will be paid and discharged in the ordinary course of business, (b) Encumbrances imposed or promulgated by Laws with respect to real property and improvements, including zoning regulations that will not interfere with the ownership, use or operation of such real property for the business of the Company, (c) Encumbrances for Taxes that are not yet due and payable, and (d) Encumbrances set forth on Section 1.1(b) of the Disclosure Schedule.

"Person" means an association, a corporation, an individual, a partnership, a limited liability company, a trust, or any other entity or organization, including a Governmental Entity.

"PPP Loan Obligation" means any debt, liability, obligation, guarantee, or commitment incurred by the Company (including accrued interest) in connection with a loan under the Paycheck Protection Program created by the Small Business Administration under the CARES Act.

"Privacy and Security Laws" means Laws addressing the use, disclosure, storage, maintenance, transmission, encryption, access to, processing of, breach or breach notification of, or privacy or security of, personally identifiable information.

"Pro Rata Portion" means, with respect to each Shareholder, a fraction, the numerator of which is the number of Shares held by such Shareholder, and the denominator of which is the aggregate number of Shares, in each case, as of immediately prior to the Closing.

"Real Property" means the Owned Property and the Leased Real Property.

"Release" means, with respect to any Hazardous Material, any spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping or disposing into any surface or ground water, drinking water supply, soil, surface or subsurface strata or medium, or the ambient air.

"Representative Account" means the Representative Amount, as reduced from time to time through distributions to the Representative for the purposes specified in Section 2.8.

"Representative Amount" means [redacted].

"Specified Provisions" means Section 2.2, Section 2.4(a)(ii), Section 2.5, Section 2.6(b), Section 2.7(e)(ii), Article IV, Section 5.10, Section 5.12, Section 8.2(b), Section 8.3, Section 8.4, Section 8.7, Section 8.8 and Article IX, and the defined terms referenced therein; it being understood that the term "Buyer" shall mean Merger Sub and MSO for such provisions.

"Straddle Period" means a taxable period beginning on or before and ending after the Closing Date.

"Subsidiary" means, with respect to any specified Person, (a) a corporation of which more than fifty percent (50%) of the voting or capital stock is, as of the time in question, directly or indirectly owned by such Person and (b) any other Person in which such Person, directly or indirectly, owns more than fifty percent (50%) of the ownership interests thereof or has the power to elect or direct the election of more than fifty percent (50%) of the members of the governing body of such entity or other Person performing similar functions.

"Target Net Working Capital" means [redacted].

"Target Operating Cash" means [redacted].

"Tax" means any foreign, federal, state, county, or local income, sales and use, excise, franchise, real and personal property, unclaimed property, escheat, gross receipt, capital stock, production, premium business and occupation, disability, employment, payroll, severance, or withholding tax or other tax, duty, fee, assessment or charge of any kind whatsoever imposed by any taxing authority, whether computed on a separate or consolidated, unitary or combined basis or in any other manner, whether disputed or not and including any obligation to indemnify or otherwise assume or succeed to the tax liability of any other Person, and including any interest or penalties related thereto.

"Tax Return" means all returns and reports (including elections, declarations, disclosures, attachments, schedules, estimates, information returns, and amended returns and reports) required to be filed with or sent to a taxing authority relating to Taxes.

"Taxes Payable" means the aggregate amount of all Taxes imposed by any Governmental Entity that are payable by the Company with respect to any taxable year or taxable period or portion thereof ending on or prior to the Closing Date that remain unpaid as of the Closing, including any Taxes imposed on the Company in connection with transaction bonuses or other amounts payable by the Company to any employee or service provider as a result of the execution of this Agreement or the consummation of the transactions contemplated hereby, as itemized and described on the Estimated Schedule required under Section 2.7(a)(i) and the detailed itemization required under Section 5.10(a). For purposes of this definition, Taxes Payable shall include any Taxes imposed on the Company or Buyer as a result of (i) the Accrual Method Conversion required under Section 5.10(h), or (ii) the Owned Property Transfer. Taxes Payable shall not (a) be less than zero (0) either (i) overall, (ii) within each applicable jurisdiction, or (iii) by type of Tax, or (b) be reduced for any Tax assets, receivables, refunds, or benefits of the Company.

"Transaction Documents" means: (a) this Agreement; (b) the Escrow Agreement; (c) the Paying Agent Agreement, (d) the Noncompetition and Nonsolicitation Agreements, (e) the

Owned Property Lease, and (f) each other agreement, instrument or document entered into or required to be delivered in connection with the transactions contemplated hereby.

"Transaction Expenses" means, to the extent not paid prior to the Closing, (a) all fees and expenses of the Company incurred in connection with the transactions contemplated hereby related to the period before the Closing, and (b) any transaction bonuses or other amounts payable by the Company to any employee of the Company, or any other Person, as a result of the execution of this Agreement or the consummation of the transactions contemplated hereby. Closing Indebtedness shall not constitute a Transaction Expense.

"Transfer Taxes" means any sales, use, stock transfer, real property transfer, transfer, stamp, registration, documentary, recording or similar Taxes together with any interest thereon, penalties, fines, fees, additions to Tax or additional amounts with respect thereto incurred in connection with the transactions contemplated hereby.

"WARN Act" means the United States Worker Adjustment and Retraining Notification Act and any similar Law.

"Working Capital Adjustment" means, a positive or negative amount equal to Net Working Capital minus Target Net Working Capital.

The following terms are not defined above but are defined in the sections of this Agreement indicated below:

Term	Section	Term	Section
Accrual Method Conversion	Section 5.10(h)	Company Employees	Section 3.13(a)
Acquisition Transaction	Section 5.9(a)	Company Intellectual Property	Section 3.16(b)
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Agent Indemnitees	Section 5.8(b)	Declined Action Notice	Section 5.12(c)
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Article II
THE MERGER

Section 2.1 The Merger.

(a) ***The Merger***. Upon the terms and subject to the conditions of this Agreement, at the Effective Time, Merger Sub shall be merged with and into the Company in accordance with the OPCA. As a result of the Merger, the separate existence of Merger Sub shall cease and the Company shall continue as the surviving entity of the Merger, of which Physician is the sole shareholder (the "Surviving Entity"). The Merger shall have the effects set forth herein and in the applicable provisions of the OPCA.

(b) ***Closing***. The closing of the Merger and the other transactions contemplated hereby (the "Closing") shall take place [redacted] following the satisfaction or waiver (to the extent permitted by applicable Law) of the conditions set forth in Article VI (other than those conditions that by their terms are to be satisfied at Closing, but subject to such satisfaction or waiver), or at such other time and place as the parties mutually agree in writing (the "Closing Date").

(c) ***Effective Time***. On the Closing Date, the parties shall cause articles of merger in substantially the form attached hereto as Exhibit E to be executed, acknowledged and filed with the Secretary of State of the State of Oregon (the "Articles of Merger"), and make such other filings or recordings, if any, required by the OPCA, and shall take all such further actions as may be required by applicable Law to make the Merger effective; provided, that, the Merger shall become effective at such time as the Articles of Merger are duly filed with the Secretary of State of the State of Oregon or at such other time as is agreed by the Company and Buyer and specified in the Articles of Merger (the "Effective Time").

(d) ***Surviving Entity Organizational Documents***.

(i) At the Effective Time, by virtue of the Merger, the articles of incorporation of the Surviving Entity shall be amended and restated in their entirety to read as set forth on an attachment to the Articles of Merger.

(ii) Immediately following the Effective Time, the bylaws of Merger Sub shall be the bylaws of the Surviving Entity until thereafter amended.

(e) ***Directors and Officers***. Immediately following the Effective Time, the directors and officers of the Surviving Entity shall be the directors and officers of Merger Sub immediately prior to the Effective Time, each to hold office in accordance with the Surviving Entity's articles of incorporation, bylaws, or any such similar organizational documents, as applicable.

Section 2.2 Closing Consideration. The aggregate cash consideration to be paid at the Closing to the Shareholders shall be an amount equal to the Estimated Closing Consideration, which amount shall be subject to post-Closing adjustment pursuant to Section 2.7.

Section 2.3 Merger; Conversion of Shares. At the Effective Time, by virtue of the Merger and without any action on the part of holders of any equity of the Company or Merger Sub:

(a) ***Shares of Merger Sub***. Each share of Merger Sub issued and outstanding immediately prior to the Effective Time shall be converted into and become one fully paid and nonassessable share of the Surviving Entity.

(b) ***Company Shares***. Each outstanding Share issued and outstanding immediately prior to the Effective Time (other than Shares that constitute Dissenting Shares, if any) shall be cancelled and converted into the right to receive a portion of the Closing Consideration.

(c) ***Company Transfer Books; No Further Ownership Rights in Shares***. The amounts paid to the Shareholders in accordance with the terms hereof shall be deemed to be in full satisfaction of all rights pertaining to the Shares, and there shall be no further registration of transfers on the records of the Surviving Entity of Shares which were outstanding immediately prior to the Effective Time. If, after the Effective Time, instruments of surrender, notices or other evidence of ownership in the Shares are presented to the Surviving Entity for any reason, they shall be cancelled. From and after the Effective Time, the holders of Shares outstanding immediately prior to the Effective Time shall cease to have any rights with respect to such Shares except as provided for herein or by applicable Law.

Section 2.4 Payments to Shareholders.

(a) ***Paying Agent***.

(i) At or prior to the Closing, Buyer and the Representative shall enter into a paying agent agreement, in substantially the form of Exhibit F attached hereto (the "Paying Agent Agreement") with [redacted] (the "Paying Agent"). The Representative shall be responsible for all fees and expenses of the Paying Agent.

(ii) At or prior to the Closing, Buyer shall provide to the Paying Agent cash in an amount sufficient to make payment of the Estimated Closing Consideration to be paid to the Shareholders (such funds, the "Exchange Fund"). At the Effective Time, Buyer shall pay the Estimated Closing Consideration to the Paying Agent, on behalf of the Shareholders. The Representative and Buyer shall arrange through the Paying Agent for payment on the Closing Date, or promptly thereafter (but in any event within no more than two (2) Business Days after the Closing Date, or if later, the delivery by the applicable Shareholder of its Letter of Transmittal and share certificate), the applicable portion of the Estimated Closing Consideration to each Shareholder (other than any Shareholder who has properly exercised Dissenters' Rights) in accordance with Section 2.3(b).

(b) ***Shareholders***. As soon as practicable after the date of this Agreement, the Representative shall, or shall instruct the Paying Agent to, deliver to each Shareholder: (i) a letter of transmittal in the form attached hereto as Exhibit G ("Letter of Transmittal") and (ii) instructions for effecting the surrender of the Shares in exchange for the applicable Closing Consideration payable with respect thereto in accordance with this Section 2.3(b). Each Shareholder shall be

asked to deliver an executed Letter of Transmittal to the Paying Agent no less than one (1) Business Day prior to Closing, to be held in escrow by the Paying Agent until the Closing. The Letter of Transmittal (A) shall require that each Shareholder make standard representations and warranties, agree to standard confidentiality provisions, release claims against the Company, and agree with the provisions hereof (including the indemnification provisions set forth in Article VIII and appointment of the Representative pursuant to Section 2.8) and (B) shall specify that delivery shall be effected, only upon proper surrender of the certificates representing the Shares held by such Shareholder (or affidavit of lost certificates), together with such Letter of Transmittal properly completed and duly executed, to the Paying Agent, and instructions for use in surrendering such certificates and receiving a portion of the Closing Consideration in respect of the Shares evidenced thereby. If such Shareholder (other than a Shareholder who has properly exercised Dissenters' Rights) has complied with the foregoing, then such Shareholder shall be paid on the Closing Date, or promptly thereafter, in exchange for such Shareholder's Shares, such Shareholder's Pro Rata Portion of the Closing Consideration, and such Shares so surrendered shall immediately be cancelled at the Effective Time, regardless of whether or not payments in consideration therefor are made on or after the Closing Date. In the event of a transfer of ownership of Shares that is not registered in the transfer records of the Company, the applicable Closing Consideration may be paid to a Person other than the Person in whose name the Shares so surrendered is registered, if the Letter of Transmittal is presented to the Paying Agent, accompanied by all documents reasonably required by Buyer to evidence and effect such transfer and to evidence that any applicable transfer Taxes have been paid. Until surrendered as contemplated by this Section 2.4(b), all Shares (other than Shares that are Dissenting Shares) shall be deemed at any time after the Effective Time to represent only the right to receive upon such surrender such Shareholder's Pro Rata Portion of the Closing Consideration. To the extent permitted by applicable Law, none of Buyer, the Company, the Representative, the Surviving Entity, the Paying Agent or the Escrow Agent shall be liable to any holder of Shares for any Closing Consideration (or any other consideration to be delivered hereunder) that is delivered to a public official pursuant to any applicable abandoned property, escheat or similar Law.

(c) ***Termination of Exchange Fund***. Any portion of the Exchange Fund that remains undistributed to the holders of Shares for two (2) years after the Effective Time shall be delivered to Buyer upon demand. Thereafter, any Shareholder who has not previously complied with this Section 2.4 shall be entitled to receive from Buyer, payment of its claim for the applicable Closing Consideration upon the execution and delivery of such documents as Buyer shall reasonably require, including a Letter of Transmittal.

(d) ***Dissenting Shares***.

(i) Notwithstanding any provision of this Agreement to the contrary and to the extent available under the applicable Laws of the State of Oregon, any Shares that are entitled to vote on the Merger and that are held by an Shareholder who shall have voted against, or not voted in favor of, the Merger and who shall have demanded properly in writing appraisal for such Shares and submitted to the Company the stock certificates for such Shares (or affidavit of lost certificates) in accordance with the applicable Laws of the State of Oregon, (collectively, the "Dissenting Shares" and each holder of Dissenting Shares, a "Dissenting Shareholder") shall not be converted into, or represent the right to receive a portion of the Closing Consideration as part of the Merger. Such Dissenting Shareholder shall be entitled to receive payment of the

appraised value of such Dissenting Shares held by them in accordance with the provisions of Laws of the State of Oregon, except that all Dissenting Shares held by Dissenting Shareholders who shall have failed to perfect or who effectively shall have withdrawn or lost their rights to appraisal of such Dissenting Shares under such Laws shall thereupon be deemed to have been converted into, and to have become exchangeable for, as of the Effective Time of the Merger, the right to receive the applicable portion of the consideration for the Merger in the manner provided in this Agreement or Exhibits hereto, without interest thereon.

(ii) Notwithstanding anything herein to the contrary: (A) the Company shall give Buyer (I) prompt notice and a copy of any written demand received by the Company prior to the Effective Time to require payment for Dissenting Shares, and (II) the opportunity to participate in all negotiations and proceedings with respect to any such demand, notice or instrument; (B) the Company may, with the prior written consent of Buyer, (I) make any payment with respect to any demands for the appraised value of any Dissenting Shares in accordance with the provisions of Laws of the State of Oregon or (II) settle or offer to settle any such demands; and (C) appropriate and equitable adjustment shall be made to the Closing Consideration with respect to any payments in respect of Dissenting Shares, and the parties hereto agree to cooperate with respect thereto.

Section 2.5 Other Payments at Closing.

(a) ***Escrow Amount***. At the Closing, Buyer shall pay, by wire transfer of immediately available funds to [redacted] (the "Escrow Agent"), an amount of cash equal to [redacted] (the "Adjustment Escrow Amount") plus [redacted] (the "Indemnity Escrow Amount" and together with the Adjustment Escrow Amount, the "Escrow Amount"), in accordance with the terms and conditions of an Escrow Agreement in the form of Exhibit H attached hereto (the "Escrow Agreement"). The Adjustment Escrow Amount and the Indemnity Escrow Amount shall be held in separate escrow accounts in accordance with the terms of the Escrow Agreement to satisfy the obligations, if any, under Section 2.7 and Article VIII (together, the "Escrow Account"), and shall be released in accordance with Section 2.7, Article VIII and the terms of the Escrow Agreement. The Escrow Account shall be held as a trust fund and shall not be subject to any Encumbrance, attachment, trustee process or any other judicial process of any creditor of any party, and shall be held and disbursed solely for the purposes of, and in accordance with, the terms of this Agreement and the Escrow Agreement.

(b) ***Closing Indebtedness***. At the Closing, Buyer shall pay (or cause to be paid), by wire transfer of immediately available funds the Estimated Closing Indebtedness, if any, in accordance with pay off letters provided by the Company with respect to such Estimated Closing Indebtedness at least three (3) Business Days prior to the Closing Date.

(c) ***Transaction Expenses***. At the Closing, Buyer shall pay (or cause to be paid) the Estimated Transaction Expenses by wire transfer of immediately available funds to such account or accounts specified by the Company not less than three (3) Business Days prior to the Closing Date.

(d) ***Representative Amount***. At the Closing, Buyer shall pay (or cause to be paid) the Representative Amount by wire transfer of immediately available funds to such account or accounts specified by the Representative not less than three (3) Business Days prior to the Closing. The Representative Amount shall be treated for all purposes of this Agreement, including income Tax purposes, as having been paid to the Shareholders at the Closing.

Upon payment by Buyer of the amounts described in Section 2.4(a)(ii) and this Section 2.5(a) through Section 2.5(d), Buyer shall be deemed, for all purposes, to have satisfied in full the obligations of Buyer to pay any amount due pursuant to this Agreement, other than any amounts that may be due pursuant to Section 2.7(e) or Article VIII, (if any), or that may become due pursuant to Section 2.4(c) upon the termination of the Exchange Fund (if any), and Buyer shall have no further obligation to any Person for such payments or otherwise in respect of the transactions contemplated hereby.

Section 2.6 Closing Deliveries.

(a) ***Deliveries by the Company*.** At the Closing, the Company shall deliver, or cause to be delivered, to Buyer:

(i) the Escrow Agreement, duly executed by the Representative;

(ii) the Paying Agent Agreement, duly executed by the Representative;

(iii) evidence, reasonably satisfactory to Buyer, that the Owned Property Transfer has occurred in a manner satisfactory to Buyer in all material respects;

(iv) a copy of the Owned Property Lease, duly executed by Owned Property Holding Company and the Company;

(v) a consent in connection with any Company Lease for which such consent is required in accordance with the terms of the Company Lease, each in a form and substance reasonably satisfactory to Buyer, duly executed by the Company and each respective Company Lease landlord;

(vi) an amendment to that certain Sublease dated August 1, 2017, as amended by that certain First Amendment to Sublease dated May 27, 2020, as further amended by that certain Second Amendment to Sublease dated February 15, 2022 between the Company, as sublandlord, and Physician Reliance, LLC, as subtenant, for the Leased Real Property located at 444 NW Elks Drive, Corvallis, Oregon, to comply with Health Care Laws, in such form and substance reasonably satisfactory to Buyer;

(vii) any lease amendments to the following Company Leases which Buyer in its reasonable discretion determines is necessary to comply with Health Care Laws, each in a form and substance reasonably satisfactory to Buyer, duly executed by the Company and each respective Company Lease landlord: (a) Retail Lease, between LSLEB LLC and 2020 Airport LLC and the Company dated March 7, 2019, as amended by Lease Amendment One, dated August 31, 2019, for the Leased Real Property located at 2080 Santiam Highway, Lebanon, Oregon; (b) Lease Agreement between North Albany MOB, LLC and the Company

dated October 20, 2017, as amended by that certain First Amendment to Lease dated March 28, 2018 for the Leased Real Property located at 633 North Albany Road, Albany, OR; (c) Lease between Walnut Professional, LLC and the Company dated October 23, 2009, as amended by that First Amendment to Lease dated March 29, 2022, for the Leased Real Property located at 2350 NW Century Drive, Corvallis, Oregon; and (d) Lease Agreement dated November 15, 2021 between Perseverance LLC and the Company for the Leased Real Property located at 1805 14th Avenue SE, Albany, Oregon;

(viii) any amendments to the following Timeshare Sublease Agreements, which Buyer in its reasonable discretion determines is necessary to comply with Health Care Laws, each in a form and substance reasonably satisfactory to Buyer: (a) that certain Restated Timeshare Sublease Agreement dated January 14, 2016, as amended by that certain Amendment Number One to Restated Timeshare Sublease Agreement dated December 15, 2016 between the Company, as tenant, and Samaritan North Lincoln Hospital, as landlord, for the Leased Real Property located at 3011 NE West Devils Lake Road, Suite 1, Lincoln City, Oregon; and (b) that certain Timeshare Sublease Agreement dated April 5, 2018, as amended by that certain Amendment Number One to Timeshare Sublease Agreement dated April 2, 2018 between the Company, as tenant, and Samaritan Health Services, Inc., as landlord, for the Leased Real Property located at 1111 SW 10th Street, Suite B, Newport, Oregon;

(ix) duly executed copies of the agreements set forth on Section 2.6(a)(ix) of the Disclosure Schedules;

(x) the certificate referred to in Section 6.1(a)(iii) hereof;

(xi) a certificate of existence for the Company from the Secretary of State of the State of Oregon, dated no more than five (5) calendar days prior to the Closing Date;

(xii) a certificate, dated as of the Closing Date, of the Secretary or corollary executive officer of Company certifying that the Company has previously made available to Buyer a complete and correct copy of the Organizational Documents, as amended to date, and that attached thereto is a complete and correct copy of resolutions adopted by the board of directors of the Company, and the Shareholders authorizing the execution, delivery and performance of this Agreement and the other Transaction Documents to which the Company is a party and the consummation of the transactions contemplated hereunder and thereunder, and that the Organizational Documents, resolutions, approvals and consents have not been amended or modified in any respect and remain in full force and effect as of the Closing Date;

(xiii) evidence, in form and substance reasonably satisfactory to Buyer, of the release of all Encumbrances on the assets and equity of the Company, other than Permitted Encumbrances and Encumbrances referenced in the payoff letters evidencing the aggregate amount of Closing Indebtedness outstanding as of the Closing Date (including any interest accrued thereon and any prepayment or similar penalties and expenses associated with the payment of such Closing Indebtedness on the Closing Date) and an agreement that, if such aggregate amount so identified is paid in accordance with such payoff letters on the Closing Date, such Closing Indebtedness shall be repaid in full and that all Encumbrances shall be released; and

(xiv) duly executed estoppel certificates, in form and substance satisfactory to Buyer, from each of the landlords of the Company Leases, including a statement from each landlord of the Company Leases that the Company is not in default under any of the Company Leases.

(b) ***Deliveries by Buyer***. At the Closing, Buyer shall deliver, or cause to be delivered to the Representative:

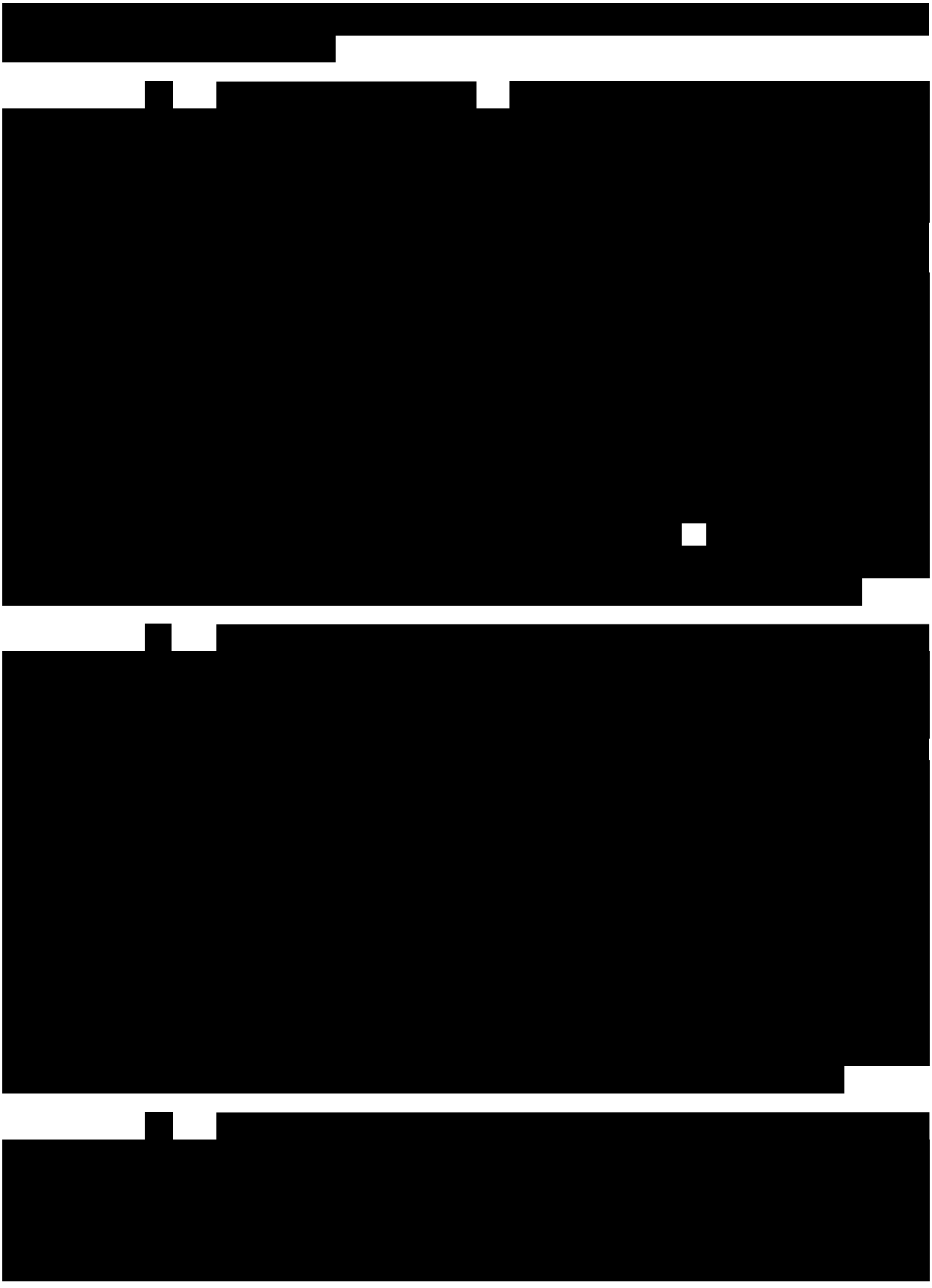
(i) the Escrow Agreement, duly executed by Buyer and the Escrow Agent;

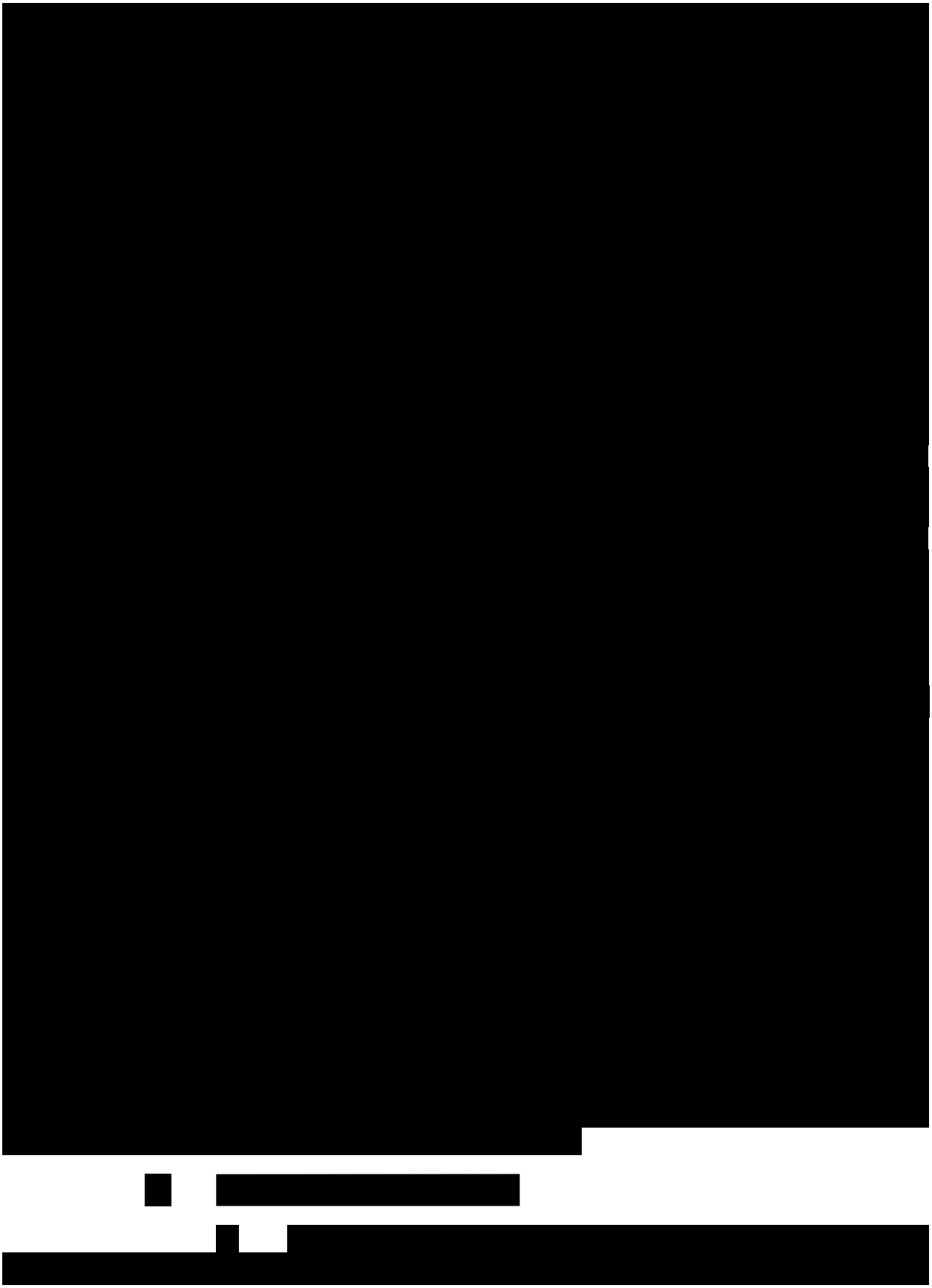
(ii) the Paying Agent Agreement, duly executed by the Buyer and the Escrow Agent; and

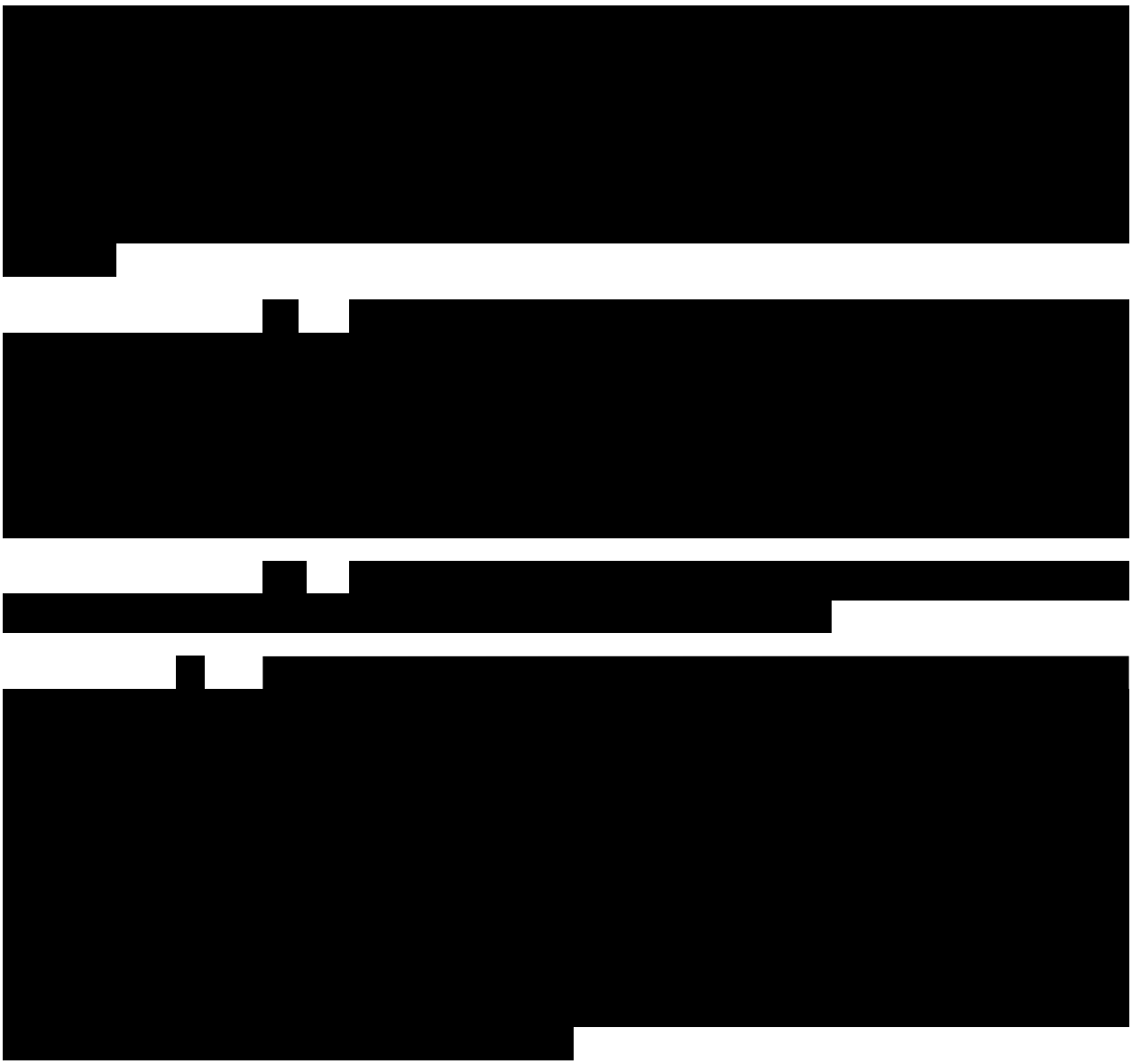
(iii) the certificate referred to in Section 6.2(a)(iii) hereof.

Section 2.7 Closing Consideration Adjustment.

[redacted]







Section 2.8 Representative.

(a) Dr. Jeffrey Robinson, or such other individual as shall be designated in writing by the Shareholders in the event of the death or incapacity of Dr. Jeffrey Robinson, is hereby constituted to act as the agent, proxy, attorney-in-fact and representative for the Shareholders and their successors and assigns for all purposes under this Agreement (the "Representative"), and the Representative, by its signature below, agrees to serve in such capacity.

(b) The Representative shall have the power and authority to take such actions on behalf of each Shareholders as the Representative, in its sole judgment, may deem to be in the best interests of the Shareholders or otherwise appropriate on all matters related to or arising from this Agreement or any other Transaction Document. Such powers shall include:

(i) executing and delivering this Agreement, the other Transaction Documents, any certificates, consents and other documents contemplated by this Agreement, and any and all supplements, amendments, waivers or modifications thereto;

(ii) giving and receiving notices and other communications relating to this Agreement, the other Transaction Documents and the transactions contemplated hereby and thereby;

(iii) taking or refraining from taking any actions (whether by negotiation, settlement, litigation or otherwise) to resolve or settle all matters and disputes arising out of or related to this Agreement, including matters in Article VIII, the other Transaction Documents and the performance or enforcement of the obligations, duties and rights pursuant to this Agreement and the other Transaction Documents;

(iv) authorizing or disputing the release to Buyer of all or some of the funds from the Escrow Account in connection with Section 2.7 and Article VIII;

(v) taking all actions necessary or appropriate in connection with any disputes regarding the Estimated Schedule or the Final Calculations;

(vi) engaging attorneys, accountants, financial and other advisors, paying agents and other persons necessary or appropriate, in the sole and absolute discretion of the Representative in the performance of its duties under this Agreement and any other Transaction Documents; and

(vii) taking all actions necessary or appropriate in the judgment of the Representative for the accomplishment of the foregoing.

(c) The power of attorney appointing the Representative as attorney-in-fact is coupled with an interest and the death or incapacity of any Shareholder shall not terminate or diminish the authority and agency of the Representative.

(d) In the event that the Representative resigns or is unable to serve, a replacement Representative shall be appointed by a majority of the Shareholders in interest based on Pro Rata Portions, upon prior written notice to Buyer. If a replacement Representative is not appointed within ten (10) Business Days after the prior Representative's resignation or inability to serve, Buyer shall be entitled to appoint a replacement Representative to serve as a Representative on an interim basis until the Shareholders appoint a replacement Representative. The decisions and actions of any such replacement Representative shall be, for all purposes, those of the Representative as if originally named herein. The Representative shall not be liable to the Shareholders for any action taken or omitted to be taken by the Representative in its capacity as Representative pursuant to the terms of this Agreement, except to the extent such action or omission shall have been determined by a court of competent jurisdiction in a final non-appealable judgment to have constituted willful misconduct or fraud. All fees and expenses, including for attorneys, accountants and financial and other advisors, paying agents and other persons and insurance, in each case as determined to be necessary or appropriate and engaged by the Representative in the performance of its duties under this Agreement shall be paid from the Representative Account, to the extent any funds remain in the Representative Account, and

thereafter by the Representative, who shall be entitled to recover any such amounts from each Shareholders based on such Shareholder's Pro Rata Portion.

(e) The Shareholders (including, the Representative if the Representative is a Shareholder) shall, jointly and severally, indemnify, defend and hold harmless the Representative and its heirs, representatives, successors and assigns, from and against any and all claims, demands, suits, actions, causes of action, losses, damages, obligations, liabilities, costs and expenses (including reasonable attorneys' fees and court costs) arising as a result of or incurred in connection with any actions taken or omitted to be taken by the Representative acting in such capacity pursuant to the terms of this Agreement, except to the extent such action or omission shall have been determined by a court of competent jurisdiction in a final non-appealable judgment to have constituted willful misconduct or fraud; provided, that no Shareholder shall be liable to the Representative pursuant to this Section 2.8(e) for any amount in excess of the portion of the aggregate cash consideration to which such Shareholder is entitled pursuant to this Agreement or to which it may become entitled with respect to the Escrow Account. In addition, each Shareholder forever voluntarily releases and discharges the Representative, its heirs, representatives, successors and assigns, from any and all claims, demands, suits, actions, causes of action, losses, damages, obligations, liabilities, costs and expenses (including reasonable attorneys' fees and court costs), whether known or unknown, anticipated or unanticipated, arising as a result of or incurred in connection with any actions taken or omitted to be taken by the Representative acting in such capacity pursuant to the terms of this Agreement, except to the extent such action or omission shall have been determined by a court of competent jurisdiction in a final non-appealable judgment to have constituted willful misconduct or fraud. Expenses (including reasonable attorneys' fees and court costs) incurred by the Representative in defending any claim, demand, suit, action or cause of action shall be paid from the Representative Account, to the extent any funds remain in the Representative Account, and thereafter by the Representative, who shall be entitled to recover any such amounts from each Shareholder based on such Shareholder's Pro Rata Portion, in advance of the final disposition of such claim, demand, suit, action or cause of action upon receipt of an undertaking by the Representative to repay such amount if it shall ultimately be determined that the Representative is not entitled to be indemnified by the Shareholders pursuant to this Section 2.8(e).

(f) The Representative, in its sole and absolute discretion, may (i) from time to time release (or cause to be released) to the Representative all or any portion of the Representative Account to reimburse costs and expenses incurred by, and payments made by, the Representative in connection with its acting as Representative hereunder and/or to satisfy the obligation of the Shareholders to indemnify the Representative under this Agreement, and (ii) at any time release (or cause to be released) to the Shareholders all or any portion of the Representative Account which has not, prior to the date of such release, been released pursuant to clause (i) of this Section 2.8(f).

(g) Buyer shall be entitled to rely, and shall be fully protected in relying, on any action taken, or any action not taken, by the Representative on behalf of the Shareholders in connection with its responsibilities under this Section 2.8 (each, an "Authorized Action"), and that each Authorized Action shall be binding on each Shareholder as fully as if such Shareholder had taken such Authorized Action.

(h) Buyer shall not be liable to any Shareholders Indemnified Party for Losses sustained by any such Shareholders Indemnified Party, arising out of or related to the performance of, or failure to perform by, the Representative of its obligations set forth in this Agreement or any other Transaction Documents, as applicable, including with respect to the Representative Amount, nor shall the actions of, or the failure to act by, the Representative be used as a defense against any claim for Losses made by a Buyer Indemnified Party pursuant to this Agreement or any other Transaction Documents.

(i) Notwithstanding anything in this Section 2.8 to the contrary, with respect to any discovery requests by Buyer or any other Buyer Indemnified Party related to any claims arising pursuant to this Agreement, the Shareholders shall remain parties in interest under this Agreement and shall respond to any such requests without regard to the appointment of the Representative as their representative.

Section 2.9 Withholding. Each of Buyer, the Company and the Surviving Entity shall be entitled to deduct and withhold from any amounts payable pursuant to this Agreement, such amounts, if any, as it is required to deduct and withhold under the Code and the Treasury Regulations promulgated thereunder or any other provision of applicable Tax Law, including any withholding with respect to any payment that is treated as wages or compensation for the performance of services. To the extent that amounts are so withheld by Buyer, the Company or the Surviving Entity, such withheld amounts shall be (a) timely remitted by Buyer, the Company or the Surviving Entity, as the case may be, to the applicable Governmental Entity and (b) treated for all purposes of this Agreement as having been paid to the Persons in respect of which such deduction and withholding was made.

Article III
REPRESENTATIONS AND WARRANTIES OF THE COMPANY

The Company hereby represents and warrants to Buyer as follows:

Section 3.1 Organization and Qualification.

(a) The Company is duly organized and validly existing under the laws of the State of Oregon, and has the requisite power and authority and any necessary Permits to own, operate and lease the properties that it purports to own, operate or lease and to carry on its business as it is being conducted. The Company is duly qualified or licensed to do business, and, to the extent such concept is recognized, in good standing in each jurisdiction where the character of its properties owned, operated or leased or the nature of its activities makes such qualification or licensure necessary. Section 3.1(a) of the Disclosure Schedule sets forth each jurisdiction in which the Company is so qualified or licensed and in good standing.

(b) The Company has made available to Buyer complete and correct copies of (i) the Company's articles of incorporation, bylaws, or any such similar organizational documents, as applicable, including all amendments thereto, each as may be amended from time to time (collectively, the "Organizational Documents") and (ii) the Owned Property Holding Company's articles of organization, operating agreement, or any such similar organizational documents, as applicable, including all amendments thereto, each as may be amended from time to time.

Section 3.2 Authorization; Enforceability.

(a) The Company has the requisite corporate power and authority to enter into this Agreement (with respect to the Company) and the other Transaction Documents to which it is, or is specified to be, a party, and, subject to the satisfaction or, if permitted, waiver of the conditions set forth in Article VI hereof, to perform its respective obligations hereunder and thereunder. The execution and delivery of this Agreement and the other Transaction Documents to which the Company is, or is specified to be, a party, and the performance by the Company of its obligations hereunder and thereunder have been duly authorized by all necessary action on the part of the Company and the Shareholders, subject to receipt of the Company Shareholder Approval, and no other action on the part of the Company or the Shareholders is necessary to authorize the execution and delivery of this Agreement (with respect to the Company) and the other Transaction Documents to which it is, or is specified to be, a party or to perform its obligations hereunder and thereunder.

(b) This Agreement has been duly executed and delivered by the Company and (assuming due authorization, execution and delivery of this Agreement by Buyer) constitutes, and each of the other Transaction Documents to which the Company is, or is specified to be, a party, when executed and delivered (assuming in each case due authorization, execution and delivery by each of the other parties thereto) will constitute, a valid and binding agreement of the Company enforceable against the Company in accordance with its terms, except as such enforcement may be limited by bankruptcy, insolvency, reorganization, moratorium or other similar Laws now or hereafter in effect relating to or affecting the rights and remedies of creditors generally and subject to general principles of equity (whether considered in a proceeding at law or in equity) (the "Enforceability Exception").

(c) The board of directors of the Company, at a meeting duly called and held or acting by written action in lieu of a meeting in accordance with the Organizational Documents, has (i) determined that this Agreement and the other Transaction Documents and the transactions contemplated hereby and thereby (including the Merger) are advisable and in the best interests of the Company and the Shareholders, (ii) approved and adopted this Agreement and the other Transaction Documents to which the Company is, or is specified to be, a party, and approved the transactions contemplated hereby (including the Merger) and thereby, and (iii) resolved to recommend that the Shareholders vote for or consent to the approval and adoption of this Agreement, the other Transaction Documents, and the transaction contemplated hereby and thereby (including the Merger).

Section 3.3 Consents and Authorizations; No Violations.

(a) The execution and delivery of this Agreement by the Company does not, and the execution and delivery of the other Transaction Documents to which the Company is, or is specified to be, a party, will not, and the consummation of the transactions contemplated by this Agreement and the other Transaction Documents to which the Company is, or is specified to be, a party, and compliance with the provisions of this Agreement and the other Transaction Documents to which the Company is, or is specified to be, a party, will not result in (i) any violation or breach of or default (with or without notice or lapse of time, or both) under the Organizational Documents, (ii) any violation or breach of or default, or give rise to any right of

termination, amendment, cancellation or acceleration of any obligation or the loss of any material benefit, or the creation of any Encumbrance (with or without notice or lapse of time, or both) under any term or provision of any material contract to which the Company is a party or any of its properties or other assets is subject, or (iii) assuming compliance with the matters referred to in Section 3.3(b) below, any violation of Law applicable to the Company, other than, in the case of clause (ii), as set forth in Section 3.3(a)(ii) of the Disclosure Schedule.

(b) No Consent is required to be obtained or made by or with respect to the Company in connection with the execution and delivery of this Agreement or the other Transaction Documents by the Company or the performance by the Company of its respective obligations hereunder or thereunder, except (i) as set forth in Section 3.3(a)(ii) of the Disclosure Schedule, (ii) the filing of appropriate merger documents (including the Articles of Merger) as required by the OPCA, and (iii) the OHA Approval, or other regulatory consents or requirements of the Oregon Health Authority or other Governmental Entity.

Section 3.4 Capital Structure.

(a) Section 3.4(a)(i) of the Disclosure Schedule sets forth the authorized equity of the Company. All of the outstanding equity of the Company (i) is fully paid and nonassessable, has been duly authorized and validly issued, (ii) has not been issued in violation of any preemptive rights, rights of first refusal or similar rights of any Person, and (iii) was offered, sold, issued and delivered in compliance with applicable federal and state securities Laws. The beneficial and record ownership of the issued and outstanding equity of the Company is set forth in Section 3.4(a)(ii) of the Disclosure Schedule, including the terms of any restrictions on such outstanding equity.

(b) Except as set forth in Section 3.4(b) of the Disclosure Schedule, the Company has no other authorized, issued or outstanding: (i) capital stock, equity securities or securities containing any equity features, (ii) agreements, options, warrants, calls or other arrangements or rights to purchase any equity interests of the Company, (iii) securities convertible into or exchangeable for any equity interests of the Company, (iv) phantom stock rights, stock appreciation rights, restricted stock awards, or other stock or equity-based awards or rights relating to or valued by reference to the Company's equity, (v) other commitments of any kind for the issuance of additional equity interests or options, warrants or other securities of the Company, (vi) outstanding contractual obligations (contingent or otherwise) of the Company to repurchase, redeem or otherwise acquire any shares or other equity interests in the Company, to make any payments based on the market price or value of shares or other equity interests of the Company or to provide funds to make any investment (in the form of a loan, capital contribution or otherwise) in any other entity, or (vii) other equity securities or securities containing any equity features of the Company.

(c) Except as set forth in Section 3.4(c) of the Disclosure Schedule, the Company has not declared or paid any dividends or made any other distributions with respect to its equity interests since January 1, 2020.

(d) Except as set forth in Section 3.4(d) of the Disclosure Schedule, there are no registration rights agreements, equityholder agreements, voting trusts or other agreements or

understandings to which the Company or any Shareholder is a party or by which it or any of them is bound relating to the voting or disposition of any equity of the Company.

(e) The Company does not have registered shares or any other equity interests under the Securities Act of 1933, as amended, and the rules and regulations promulgated thereunder (collectively, the "Securities Act"), or the Securities Exchange Act of 1934, as amended, and the rules and regulations promulgated thereunder (collectively, the "Exchange Act") and has not registered itself under the Exchange Act.

Section 3.5 Company Subsidiaries. The Company (a) does not own, directly or indirectly, any shares of capital stock or other equity rights, or securities or interests convertible into or exchangeable for capital stock or equity rights, in any other entity, and (b) is not a party to any partnership or joint venture agreement.

Section 3.6 Financial Statements.

(a) The Company has made available to Buyer (i) the audited balance sheets of the Company as of December 31, 2021 and December 31, 2020, and the related statements of operations, shareholders' equity and comprehensive income and cash flows (including, in each case, any notes thereto) (collectively, the "Audited Statements"), and (ii) the unaudited balance sheet of the Company as of December 31, 2022 and for the nine (9) months ended September 30, 2023 ("Interim Balance Sheet Date"), and the related statements of operations, equity and cash flows (including, in each case, any notes thereto) (collectively, the "Unaudited Statements", and together with the Audited Statements, the "Financial Statements"). Except as otherwise noted in the Financial Statements or as set forth in Section 3.6(a) of the Disclosure Schedule, the Financial Statements (x) were prepared in accordance with GAAP (prior to the adoption of ASC 842) applied on a consistent basis for the periods involved, and (y) present fairly, in all material respects, the financial condition of the Company as of the dates thereof and the results of their operations and cash flows for the periods then ended, except that the Unaudited Statements do not contain footnotes and are subject to normal year-end adjustments consistent with customary practices of the Company that will not be material in amount or effect, either individually or in the aggregate. The Financial Statements have been prepared from, and are in accordance with, the books and records of the Company, which books and records are complete and correct in all material respects and have been regularly kept and maintained in accordance with the Company's normal and customary practices.

(b) The accounts receivable and other receivables reflected on the Financial Statements, and those arising in the ordinary course of business after the date thereof, (i) are calculated in accordance with GAAP, (ii) have arisen from bona fide transactions in the ordinary course of business, (iii) are not subject to valid counterclaims or setoffs other than adjustments and modifications in the ordinary course of business of the Company, and (iv) have not been factored or sold.

(c) The Company does not have any significant deficiencies or material weaknesses in the design or operation of internal controls over financial reporting of the Company that could reasonably be expected to adversely affect the Company's ability to record, process, summarize and report financial information.

(d) No complaints or concerns from any source regarding accounting, internal accounting controls, auditing or similar matters relating to the Company have been received by the Company or members of the management of the Company. No attorney representing the Company, whether or not employed by the Company, has reported evidence of a breach of fiduciary duty or violation of anti-corruption Laws or securities Laws or similar violation by the Company or any of their officers, directors, managers, partners, employees or agents to any directors, managers, partners, officers or other designated personnel of the Company.

(e) Section 3.6(e) of the Disclosure Schedule sets forth a full and complete list of all bank accounts and safe deposit boxes of the Company, the number of each such account or box, and the names of the Persons authorized to draw on such accounts or to access such boxes. All cash in such accounts is held in demand deposits and is not subject to any restriction as to withdrawal.

Section 3.7 Undisclosed Liabilities. The Company has no obligations or liabilities (whether accrued or unaccrued, asserted or unasserted, known or unknown, matured or unmatured, absolute or contingent, or otherwise, and including liabilities as a guarantor or otherwise with respect to the obligations of others) except (a) those which are adequately reflected or reserved against in the Unaudited Statements, (b) those which have been incurred in the ordinary course of business since the Interim Balance Sheet Date (to the extent such liabilities are set forth in the Estimated Balance Sheet and, when finalized in accordance with Section 2.7, the Final Balance Sheet), (c) liabilities disclosed in Section 3.7 of the Disclosure Schedule, and (d) the Transaction Expenses.

Section 3.8 Absence of Certain Changes. Except for the matters contemplated by this Agreement or the other Transaction Documents or as set forth in Section 3.8 of the Disclosure Schedule, since the Interim Balance Sheet Date (a) the Company has conducted its business in the ordinary course, (b) there has not occurred material adverse change in the condition (financial or otherwise) of the assets, liabilities (absolute, accrued, contingent or otherwise) or operating results, relationships with any supplier, or customer, or of the business activities of the Company, (c) a Material Adverse Effect has not occurred, (d) there has not occurred any change by the Company in accounting principles or methods affecting the financial position or results of operations of the Company, except insofar as may have been required by a change in GAAP or applicable Law, (e) the Company has not (i) engaged in any material transaction or entered into any material agreement (including with any employee) outside the ordinary course of business, or (ii) suffered any material loss, damage, destruction or other casualty to any of its assets or properties (whether or not covered by insurance) and (f) no action has been taken that would, if taken after the date of this Agreement, constitute a breach of Section 5.1.

Section 3.9 Legal Proceedings. Except as set forth in Section 3.9 of the Disclosure Schedule, there are no Actions pending, or, to the Company's Knowledge, threatened against or otherwise affecting or involving the Company or any of the Company's properties or rights, or against any of the Company's officers, directors or managers. There are no such Actions pending or, to the Company's Knowledge, threatened challenging the validity or enforceability of this Agreement and the other Transaction Documents. Except as set forth in Section 3.9 of the Disclosure Schedule, the Company is not subject to any judgments, decrees, injunctions, required undertakings, corrective action plans or orders of any Governmental Entity.

Section 3.10 Compliance with Laws.

(a) Except as set forth in Section 3.10(a) of the Disclosure Schedule, the Company is, and has been since January 1, 2018, in compliance in all material respects with all applicable Laws. No event has occurred, and no condition or circumstance exists, that will or would be reasonably be expected to (with or without notice or lapse of time) constitute or result in a material violation of, or constitute a material failure by, of the Company to comply with any applicable Law. Except as set forth in Section 3.10(a) of the Disclosure Schedule, since January 1, 2018, no written notice has been received by the Company from any Governmental Entity alleging a material violation of or liability under any Law. The Company has in place compliance programs reasonably designed to cause the Company and its employees and agents to be in compliance with all applicable Laws and has made copies of such compliance program policies available to Buyer.

(b) The Company is in possession of all approvals, permits, registrations, franchises, certificates, licenses, grants, consents, orders and other similar requirements of Governmental Entities, including the ability of any employee of the Company to participate in any Medicare, Medicaid or other state or federal health care program, plan, or contract ("Programs") to the extent any such employee or the Company participates in the Programs (collectively, "Permits") that are required for the Company to conduct its businesses as it is currently being conducted, or that is necessary for the lawful ownership of its respective properties and assets, and such Permits are in full force and effect and are being complied with in all material respects. A true, correct and complete list of all Permits held by the Company is set forth in Section 3.10(b) of the Disclosure Schedule. The Company is not relying on any exemption from or deferral of any Law or Permit that would not be available to the Company after the Closing Date. All applications required to have been filed for the renewal of any Permits have been duly filed on a timely basis with the appropriate Governmental Entities. No event has occurred or condition or state of facts exists that constitutes or, after notice or lapse of time or both, could reasonably be expected to constitute, a default or violation under the Company's Permits or would allow for the revocation or termination of, or limitation or restrictions upon, any of those Permits or would give rise to a fine or other liability against the Company. No limitation, modification, suspension, revocation or cancellation of any Permit is pending or, to the Company's Knowledge, threatened (nor has the Company received any notice to such effect). The Company has not received any notice of proceedings, investigations or audits relating to its Permits. No Permits of the Company will be adversely affected in any material respect by the transactions contemplated hereby or by the other Transaction Documents and such Permits will continue to be in full force and effect after Closing.

(c) Each employee or any other authorized Person acting for or on behalf of the Company who is required by applicable Law to hold a Permit or other qualification to deliver services to patients, holds such Permit or other qualification and, in the course and scope of their employment or contractual duties, is performing only those services which are permitted by such Permit or other qualification.

Section 3.11 Regulatory Matters. Without limiting the generality of Section 3.10:

(a) Except as set forth on Section 3.11(a) of the Disclosure Schedule, neither the Company nor, to the Company's Knowledge, any of its directors, managers, officers, agents or employees or any other authorized Person acting for or on behalf of the Company: (i) has been assessed a civil monetary penalty under applicable Law regarding false, fraudulent, or impermissible claims under, or payment to induce a reduction or limitation of health care services to beneficiaries of, any Program; (ii) is or has been excluded, debarred, or otherwise deemed ineligible to participate in any Program; (iii) is or has been a party to or the subject of any civil, criminal, administrative, or other action, suit, demand, claim, hearing, notice of violation, or proceeding that could result in exclusion or debarment from participation in any Program or other third-party payment program; (iv) is or has been a party to a corporate integrity agreement with the federal Office of the Inspector General of the Department of Health and Human Services ("OIG"); (v) has been convicted of any criminal offense relating to the inducement for or the delivery of any item or service reimbursable under a Program (including the performance of management or administrative services related to the delivery of an item or service under a Program); or, (vi) is or has been a party to or subject to any action concerning any of the matters described in clauses (i) through (v), inclusive, above. Neither the Company nor, to the Company's Knowledge, any of its directors, managers, officers, agents or employees or any other authorized Person acting for or on behalf of the Company has engaged in any action reasonably likely to result in any of the matters described in clauses (i) through (v), inclusive, above.

(b) To the extent required by applicable Law, the Company has timely filed all regulatory reports, contracts, schedules, statements, filings, submissions, forms, registrations, applications, data and other documents, together with any amendments required to be made with respect thereto, that the Company is required to file with any Governmental Entity with appropriate jurisdiction over the Company. No deficiencies or liabilities have been asserted by any Governmental Entity with respect to such filings. The Company has made available to Buyer complete and correct copies of all such filings, responses to audit letter requests and comment letters concerning the affairs of the Company, filed with or requested by any Governmental Entity, and all documents related to other regulatory actions, enforcement actions, consent decrees or other similar actions, including all requests for information, administrative inquiries, or formal or informal complaints regarding the businesses of the Company received from a Governmental Entity. To the Company's Knowledge, all deficiencies or violations in such reports or documents have been resolved to the satisfaction of the applicable Governmental Entity.

(c) Except as set forth in Section 3.11(c) of the Disclosure Schedule, neither the Company nor, to the Company's Knowledge, any of its directors, managers, officers, agents or employees or any other authorized Person acting for or on behalf of the Company has made a voluntary disclosure to any Governmental Entity, including a voluntary disclosure pursuant to the OIG's self-disclosure protocol, the Center for Medicare and Medicaid Services' ("CMS") self-referral disclosure protocol or otherwise, or is currently subject to any reporting obligations pursuant to any settlement agreement with any Governmental Entity. Neither the Company nor, to the Company's Knowledge, any of its directors, managers, officers, agents or employees or any other authorized Person acting for or on behalf of the Company (i) has been notified in writing or, to the Company's Knowledge, orally that it is the subject of any government, commercial or other third party payor program investigation, (ii) is or has been a defendant in any qui tam/False Claims Act litigation, or (iii) has been served with or received any search warrant, subpoena or civil investigative demand from any Governmental Entity. Neither the Company nor, to the Company's

Knowledge, any of its respective directors, managers, officers, agents or employees or any other authorized Person acting for or on behalf of the Company has engaged in any action reasonably likely to result in any of the matters described in clauses (i) through (iii), inclusive, above.

(d) No audits, coding validation review or program integrity review, credentialing or privileging review or other audits or reviews not in the ordinary course of business of the Company has been conducted, by any entity, commission, board or agency in connection with any Program or Payor, and no such reviews are scheduled, pending (for which the Company has received notice) or, to the Company's Knowledge, threatened against or affecting the Company.

(e) The Company is not under investigation by any Governmental Entity for a violation of any Privacy and Security Laws, including the receipt of any notices from the United States Department of Health and Human Services Office of Civil Rights or Department of Justice relating to any such violations. Copies of any written complaints delivered to the Company since January 1, 2018 alleging a violation of any Privacy and Security Laws have been made available to Buyer. Except as set forth on Section 3.11(e), the Company has not made or suffered any unauthorized acquisition, access, use or disclosure of any personally identifiable information that, individually or in the aggregate, materially compromises the security or privacy of such personally identifiable information, and the Company has not notified, either voluntarily or as required by Law, any affected individual, any Governmental Entity or the media of any breach of personally identifiable information. The Company is not currently conducting, or planning to conduct, any such notification or any investigation as to whether any such notification is required. The Company has not been notified by any third party vendor or service provider that the third party vendor or service provider has suffered an unauthorized acquisition, access, use or disclosure of any personally identifiable information that is owned or licensed by the Company. The Company does not transmit or store any personally identifiable information outside of the United States and does not have in effect any Contract with any third party vendor under which the third party vendor transmits or stores any personally identifiable information of the Company outside of the United States. The Company's practices concerning collection, use, analysis, retention, storage, protection, security, transfer, disclosure and disposal of personal information are and have been in compliance in all material respects with, and have not violated any written policies and procedures applicable to the Company relating to, the collection, processing, or disclosure of personally identifiable information, including all website and mobile application privacy policies and internal information security procedures. The Company has posted to its website(s) and each of its online sites and services, a terms of use or service and a privacy policy that complies in all material respects with Privacy and Security Laws and accurately reflects the Company's practices concerning the collection, use, and disclosure of personal information by the site or service.

(f) Except as set forth in Section 3.11(f) of the Disclosure Schedule, the Company has not presented or caused to be presented to any Program or any other Payor any claim for payment for an item or service in violation of the False Claims Act, 31 U.S.C. § 3729 – 3733, any similar state false claims act, the Civil Monetary Penalties Law, 42 U.S.C. §§ 1320a-7a and 1320a-7b, the Program Fraud Civil Remedies Act, 31 U.S.C. §§ 3801-3812, any other Health Care Law, or the common law or administrative theories of recoupment, payment by mistake, unjust enrichment, disgorgement, conversion, breach of contract, or fraud. The Company has submitted

all claims for reimbursement to Programs and Payors in accordance with all applicable Health Care Laws and guidance of the applicable Program or Payor.

Section 3.12 Employee Benefit Plans.

(a) Section 3.12(a) of the Disclosure Schedule contains a true and correct list of every plan, fund, Contract, program and arrangement (formal or informal, whether written or not and whether by employment or other individual agreement or not) (each such plan, fund, Contract, program and arrangement required to be set forth on Section 3.12(a) of the Disclosure Schedule, collectively, the "Employee Plans") that the Company or any other ERISA Affiliate currently sponsors, maintains or contributes to, is required to contribute to, or has or could reasonably be expected to have any liability of any nature with respect to, direct or indirect, fixed or contingent, for the benefit of present or former employees of the Company and/or their ERISA Affiliates (the "Employees") including those intended to provide: (i) medical, surgical, health care, hospitalization, dental, vision, life insurance, death, disability, legal services, severance, sickness, accident or other welfare benefits (whether or not defined in Section 3(1) of ERISA), (ii) pension, profit sharing, stock bonus, retirement, supplemental retirement or deferred compensation benefits (whether or not tax qualified and whether or not defined in Section 3(2) of ERISA), (iii) bonus, incentive compensation, option, stock appreciation right, phantom stock or stock purchase benefits or (iv) salary continuation, paid time off, supplemental unemployment, current or deferred compensation (other than current salary or wages paid in the form of cash), termination pay, vacation or holiday benefits (whether or not defined in Section 3(3) of ERISA) under which the Company, or any other corporation or trade or business that is treated as a single employer with the Company as determined under Sections 414(b), (c) (m) or (o) of the Code (each entity other than the Company, an "ERISA Affiliate") is obligated.

(b) None of the Employee Plans is a plan subject to Title IV of ERISA or Section 412 of the Code. Neither the Company nor any ERISA Affiliate has any liability resulting from past membership in a Code Section 414 controlled group of corporations. No Employee Plan is a multiple employer plan or multiemployer plan under Section 413(c) or 414(f) of the Code and neither the Company nor any other ERISA Affiliate has ever contributed to a "multiemployer plan" (as such term is defined in Sections 3(37) or 4001(a)(3) of ERISA). No Employee Plan is a multiple employer welfare arrangement under ERISA Section 3(40).

(c) No employer other than the Company or an ERISA Affiliate is permitted to participate or participates in the Employee Plans. No leased employees (as defined in Section 414(n) of the Code) or independent contractors are eligible for, or participate in, any Employee Plan.

(d) There are no Employee Plans which promise or provide health, life or other welfare benefits to retirees or former employees of the Company and/or their ERISA Affiliates, or which provide severance benefits to Employees, except as otherwise required by Section 4980B of the Code or comparable state statute which provides for continuing health care coverage. Section 3.12(d) of the Disclosure Schedule sets forth a complete list of each individual who elected to continue any eligible Employee Plan under Section 4980B of the Code or similar state Law including the name, Employee Plans continued, the beginning date of continuation and expected end date.

(e) With respect to all Employee Plans, to the extent that the following documents exist, the Company has furnished Buyer with true and complete copies of: (i) the most recent determination letter, if any, received by the Company and/or their ERISA Affiliates from the IRS or the IRS opinion letter governing the applicable plan document, (ii) all pending applications for rulings, determinations, opinions, no action letters and the like filed with any governmental agency (including the DOL and the IRS), (iii) the Annual Report/Return (Form Series 5500) with financial statements, if any, and attachments for the three most recent plan years, (iv) Employee Plan documents, summary plan descriptions, trust agreements, insurance Contracts, individual agreements, service agreements and all related Contracts and documents (including any employee summaries and material employee communications), and (v) all closing letters, audit finding letters, revenue agent findings and similar documents.

(f) Each Employee Plan is in compliance with its terms and in compliance with the applicable provisions of ERISA, the Code and other applicable Law (including all reporting and disclosure requirements). Each Employee Plan that is intended to be "qualified" within the meaning of Section 401(a) has received a favorable determination letter from the IRS or is maintained under a prototype or volume submitter plan and with respect to which the Company is entitled to rely upon a favorable opinion or advisory letter issued by the IRS. There is no circumstance that will result in the revocation of such favorable determination letter, opinion letter or advisory letter. All contributions, premiums, fees or charges due and owing to or in respect of any Employee Plan for periods on or before the Closing have been paid in full by the Company or their ERISA Affiliates prior to the Closing in accordance with the terms of such Employee Plan and all applicable Laws, and no Taxes are owing as a result of any Employee Plan. Neither the Company nor any ERISA Affiliate (if any) has engaged in a transaction in connection with which the Company or any ERISA Affiliate reasonably could be expected to become subject to either a civil penalty assessed pursuant to Section 409 or 502(i) of ERISA or a Tax imposed pursuant to Code Section 4975 or 4976. There are no pending, or, to Company's Knowledge, threatened or anticipated audits, investigations, claims, suits, grievances or other proceedings, and there are no facts that could reasonably give rise thereto, involving, directly or indirectly, any Employee Plan, or any rights or benefits thereby (other than routine claims for benefits) by, on behalf of or against any of the Employee Plans or any trusts related thereto which are reasonably likely to result in a liability. Except as set forth in Section 3.12(f) of the Disclosure Schedule, there are no actions, including audits, requests for information, investigations, complaints, charges, or claims with respect to the Employees or independent contractors pending or, to the Company's Knowledge, threatened against the Company with the Equal Employment Opportunity Commission, the DOL, the IRS, the National Labor Relations Board, or any other state, county, city or other political subdivision or other Governmental Entity.

(g) The Company and its ERISA Affiliates have not made or committed to make any increase in contributions or benefits under any Employee Plan that would become effective either on or after the Closing Date.

(h) No Employee Plan is currently under audit or examination by the IRS or the DOL.

(i) Neither the execution and delivery of this Agreement nor the consummation of the transactions contemplated hereby will (i) result in any payment (including severance,

termination, change in control payments, unemployment compensation, golden parachute, forgiveness of indebtedness or otherwise) becoming due to current or former employees of the Company or ERISA Affiliates (including any key employee) from the Company or ERISA Affiliate under any Employment Agreements or Employee Plan or otherwise; (ii) increase any benefits otherwise payable under any Employment Agreement or Employee Plan or otherwise; or (iii) result in any acceleration of the time of payment or vesting of any such benefits.

(j) Benefits provided to participants under each Employee Plan (other than a tax qualified plan under Section 401(a) of the Code or a plan established under Section 408(p) of the Code) are provided exclusively from insurance Contracts or the general assets of the Company and/or its ERISA Affiliates. The value of all assets associated with each Employee Plan funded other than through such general assets or insurance Contracts is readily determinable on an established market.

(k) The Company and/or its ERISA Affiliates can terminate each Employee Plan without further liability to the Company and/or its ERISA Affiliates, other than benefits described in such Employee Plans which vested prior to termination and other than costs in the normal course associated with terminating any Employee Plans, including costs necessary to satisfy any notice periods described in such Employee Plan documents or funding vehicles. No action or omission of the Company, any ERISA Affiliate or any director, manager, officer, employee, or agent thereof in any way restricts, impairs or prohibits the Company, any ERISA Affiliate or any successor from amending, merging, or terminating any Employee Plan in accordance with the express terms of any such Employee Plan and applicable Law.

(l) There are no facts or circumstances that could reasonably be expected to, directly or indirectly, subject the Company or any ERISA Affiliate to any (i) excise Tax or other liability under Chapters 43, 46 or 47 of Subtitle D of the Code, (ii) penalty Tax or other liability under Chapter 68 of Subtitle F of the Code or (iii) civil penalty, damages or other liabilities arising under Section 502 of ERISA.

(m) Neither the Company nor its ERISA Affiliates have established or contributed to, is required to contribute to or has or could reasonably be expected to have any liability of any nature, whether known or unknown, direct or indirect, fixed or contingent, with respect to any "voluntary employees' beneficiary association" within the meaning of Section 501(c)(9) of the Code, "welfare benefit fund" within the meaning of Section 419 of the Code, "qualified asset account" within the meaning of Section 419A of the Code, or "multiple employer welfare arrangement" within the meaning of Section 3(40) of ERISA.

(n) All nonqualified deferred compensation plans (as defined in Section 409A(d)(1) of the Code) of the Company or ERISA Affiliates are in compliance with Section 409A of the Code and neither the Employee Plans nor this transaction will cause a participant in such Employee Plans to be subject to the Tax imposed by Code Section 409A(a)(1)(B).

(o) No Employee Plan discriminates in favor of any highly compensated participant under applicable sections of the Code, including Code Sections 79, 105, 125, 129 or 401, or under section 2716 of the Public Health Service Act.

(p) Each Employee Plan that is also a "group health plan" for purposes of the Patient Protection and Affordable Care Act of 2010 (Pub. L. No. 111-148) and the Health Care and Education Reconciliation Act of 2010 (Pub. L. No. 111-152) (collectively, with the regulations and guidance issued thereunder, the "Affordable Care Act") is in compliance with the applicable terms of the Affordable Care Act. Neither the Company nor any ERISA Affiliate has ever maintained, established, sponsored, participated in, or contributed to any Employee Plan outside of the United States. The Company offers minimum essential health coverage, satisfying affordability and minimum value requirements, to its full-time employees sufficient to prevent liability for assessable payments under Sections 4980H(a) and 4980H(b) of the Code. Each Employee Plan that is also a "group health plan" under the Affordable Care Act is operated in compliance with:

(i) market reform mandates set forth under Public Health Services Act Sections 2701 through 2709 and Sections 2711 through 2719A;

(ii) fees and reporting requirements for Patient-Centered Outcomes Research under Code Section 4376 and applicable regulations and transitional reinsurance under 45 C.F.R. Section 153.10 through 153.420;

(iii) income exclusion provisions under Code Sections 105, 106 and 125; and

(iv) information reporting rules as set forth under Code Sections 6051(a)(14), 6055 and 6056.

Section 3.13 Labor.

(a) Section 3.13(a) of the Disclosure Schedule sets forth a true, correct and complete listing of all employees of the Company (collectively, the "Company Employees") and all independent contractors and leased employees (as defined in Code Section 414(n)) of the Company, as of the date hereof, including each such Person's name, job title or function and job location, personal residence zip code, as well as a true, correct and complete listing of his or her current and prior calendar year salary or wage payable by the Company, and for each Company Employee, the amount of all incentive compensation paid or payable to such Person for the current and prior calendar year, the amount of accrued but unused vacation time and/or paid time off, each as of the date hereof, whether any Company Employee is working pursuant to a non-immigrant visa (and if so, the category and expiration date of such visa status), and each Company Employee's current status (as to leave or disability status and full time or part time, exempt or nonexempt and temporary or permanent status). Except as set forth on Section 3.13(a) of the Disclosure Schedule, the Company has not paid or promised to pay any bonuses, commissions or incentives to any Company Employee, including any officer or director. Each Person who provides services to the Company is properly classified with respect to employment status for all purposes, including employment, labor and wage and hour compliance and Tax purposes. The Company is in compliance with all Laws relating to the employment of labor, including provisions thereof relating to wages, hours, equal opportunity, collective bargaining, verification of work authorization, and the payment of social security and other Taxes.

(b) Section 3.13(b) of the Disclosure Schedule sets forth a true and complete list as of the date hereof of each separate written employment, consulting, severance, retention, indemnification, termination or change-of-control Contract between the Company and any individual employee, officer, director or manager of the Company (collectively, the "Employment Agreements").

(c) As of the date hereof, to the Company's Knowledge, no officer or Company Employee at the level of manager or higher, no independent contractor or leased employee whose departure would materially disrupt the operations of the Company and no group of three or more Company Employees in a single department of the Company has, as of the date hereof, disclosed any plans to terminate his, her or their employment or relationship with the Company.

(d) The Company has paid or made provision for payment of all salaries and wages, which are payable by the Company to any Company Employees, independent contractors and leased employees, accrued through the Closing Date. The Company has been and is in compliance with all Laws respecting the payment of wages, equal employment practices, and any other obligations to the Company Employees, and the Company is not nor has been engaged in any unfair labor practices. Since January 1, 2019, there have been no Actions pending, or, to the Company's Knowledge, threatened against or otherwise affecting or involving the Company or any of their respective properties or rights, or against any of their respective officers, directors or managers (i) by any employee of any of the Company, or (ii) by any Governmental Entity in connection with the employment of any such employee.

(e) The Company is not a party to any labor, union or collective bargaining agreement or other similar agreement, and no union or labor organization has been certified or recognized as the representative of any their respective employees, or to the Company's Knowledge, is seeking such certification or recognition or is attempting to organize any of such employees. To the Company's Knowledge, no petition has been filed nor has any proceeding been instituted by any Company Employee or group of Company Employees with the National Labor Relations Board or similar Governmental Entity seeking recognition of a collective bargaining agreement. There are no Persons attempting to represent or organize or purporting to represent for bargaining purposes any of the Company Employees. There has not occurred or, to the Company's Knowledge, been threatened any labor disputes, strikes, slow downs, picketing, work stoppages or concerted refusals to work or other similar labor activities with respect to Company Employees.

(f) The Company has not received written notice of the intent of any Governmental Entity responsible for the enforcement of labor or employment Law to conduct an investigation or audit with respect to or relating to employees and, to the Company's Knowledge, no such investigation or audit is in progress.

(g) The Company has not effectuated: (i) a "plant closing" (as defined in the WARN Act, or any similar Law) affecting any site of employment or one or more facilities or operating units within any site of employment or facility of the Company; or (ii) a "mass layoff" (as defined in the WARN Act, or any similar Law) affecting any site of employment or facility of the Company.

Section 3.14 Taxes. Except as set forth in Section 3.14 of the Disclosure Schedule:

(a) The Company has (i) timely filed (or has had timely filed on its behalf) with appropriate taxing authorities all Tax Returns required to be filed by it on or prior to the date hereof, and such Tax Returns are correct, complete and accurate in all material respects; (ii) timely and properly paid all Taxes due and payable of the Company, whether or not shown on such Tax Returns; (iii) established on its books and records, in accordance with GAAP, consistently applied in accordance with the Company's historical practices insofar as such practices are consistent with GAAP, reserves that are adequate for the payment of any Taxes not yet due and payable; and (iv) timely and properly withheld and paid all Taxes required to have been withheld and paid in connection with any amounts paid or owing to any employee, independent contractor, creditor, member, or other third party, and complied with all information reporting (inkling IRS Forms W-2 and 1099) and backup withholding requirements, including maintenance of required records with respect thereto. The Company is not currently the beneficiary of any extension of time which to file any Tax Return.

(b) There are no Encumbrances (other than Permitted Encumbrances) for Taxes upon any assets of the Company.

(c) No deficiency for any Taxes has been proposed, asserted or assessed against the Company that has not been resolved and paid in full, and the Company has not received any request for information related to Tax matters that has not been resolved. No waiver, extension or comparable consent given by the Company regarding the application of the statute of limitations with respect to any Taxes or Tax Returns is outstanding, nor is any request for any such waiver or consent pending. To the Company's Knowledge, there is no pending Tax audit or other administrative proceeding or court proceeding with regard to any Taxes or Tax Returns of the Company, nor has there been any notice to the Company by any taxing authority regarding any such audit or other proceeding, nor, to the Company's Knowledge, is any such Tax audit or other proceeding threatened with regard to any Taxes or Tax Returns of the Company. The Company is not aware of any unresolved questions, claims or disputes concerning the liability for Taxes which would exceed the estimated reserves therefor established on its books and records.

(d) All transactions that could give rise to an underpayment of Tax (within the meaning of Section 6662 of the Code) were reported by the Company in a manner for which there is substantial authority or were adequately disclosed on the Tax Returns as required in accordance with Section 6662(d)(2)(B) of the Code.

(e) The Company has not requested or received a ruling from any Governmental Entity or signed any binding agreement with any Governmental Entity that might affect the amount of Tax due from the Company after the Closing Date. No power of attorney with respect to Taxes has been executed or filed with any Governmental Entity by or on behalf of the Company.

(f) The Company has delivered or made available to Buyer correct and complete copies of all income and other material Tax Returns, examination reports, and statements of deficiencies filed by, assessed against, or agreed to by the Company since January 1, 2019.

(g) Section 3.14(g) of the Disclosure Schedule sets forth each jurisdiction in with the Company is required to file Tax Returns or pay Taxes. No claim has ever been made by a taxing authority in a jurisdiction where the Company does not file Tax Returns that it is or may be subject to taxation by that jurisdiction.

(h) The Company has not participated in any reportable or listed transaction as defined under Section 6707A(c) of the Code or Treasury Regulations Section 1.6011-4(b).

(i) The Company (i) is not nor has ever been a member of an affiliated group of corporations within the meaning of Section 1504 of the Code (or similar affiliated, consolidated, combined or unitary group defined under any similar provision of non-US state or local Law), other than the group of corporations, the common parent of which is the Company, (ii) does not have liability for the Taxes of any Person under Treasury Regulations Section 1.1502-6 (or any similar provision of state, local or foreign law), as a transferee or successor, associated or related party, by Contract, or otherwise, or (iii) is not party to or bound by any Tax indemnity, Tax sharing, Tax allocation, Tax distribution, Tax gross-up, or similar agreement.

(j) The Company is not required to include any amount in taxable income, exclude any item of deduction or loss from taxable income, or make any adjustment under Section 481(a) of the Code for any taxable period (or portion thereof) ending after the Closing Date as a result of any (i) installment sale or open transaction disposition made on or prior to the Closing Date, (ii) prepaid amount received or deferred revenue accrued on or prior to the Closing Date, (iii) improper use of accounting method or change in method of accounting for a taxable period ending on or prior to the Closing Date (including any Section 481 adjustment pursuant to Section 13221(d) of U.S. P.L. 115-97), (iv) "closing agreement" as described in Section 7121 of the Code (or any similar provision of state, local or foreign income Tax laws) executed on or prior to the Closing Date, (v) election under Section 108(i) of the Code on or prior to the Closing Date, (vi) intercompany transaction or excess loss account described in Treasury Regulations under Section 1502 of the Code (or any corresponding provision of state, local or foreign Tax law), or (vii) income inclusion pursuant to Sections 951 or 951A of the Code with respect to any interest held in a "controlled foreign corporation" (as that term is defined in Section 957 of the Code) or on before the Closing Date, without limitation, any currently owing, accrued or deferred items of income pursuant to Section 965 of the Code, and the IRS has not proposed any such adjustment or change in accounting method.

(k) There are currently are no limitations on the utilization of net interest expense deductions, or similar items, of the Company under Section 163 of the Code.

(l) The Company is not party to any agreement, contract, arrangement or plan that has resulted in or could result, separately or in the aggregate, in the payment of any "excess parachute payment" within the meaning of Section 280G of the Code, and the consummation of the transactions contemplated by this Agreement will not be a factor causing payments to be made that are not deductible (in whole or in part) as a result of the application of Section 280G of the Code.

(m) Section 3.14(m) of the Disclosure Schedule sets forth the federal income Tax entity classification of the Company, including any entity classification elections in effect for

the Company. The Company does not own (directly or indirectly) any equity interests in any other Person. The Company is not a party to any joint venture, partnership, other arrangement or contract which may reasonably be expected to be treated as a partnership for federal income Tax purposes.

(n) There is no property or obligation of the Company, including uncashed checks to vendors, customers or employees, non-refunded overpayments or credits, that is escheatable or payable to any state or municipality under any applicable escheatment or unclaimed property Laws or that may at any time become escheatable to any state or municipality under any such Laws.

(o) The Company has properly classified all material respects service providers for federal Tax purposes and have properly administered in all substantial respects its benefit plans in accordance with such classifications.

(p) The Company has not distributed stock of another Person, or has had its stock distributed by another Person, in a transaction that was purported or intended to be governed in whole or in part by Section 355 of the Code or Section 361 of the Code.

(q) The Company has timely and properly collected and maintained all resale certificates, exemption certificates and other documentation required to qualify for any exemption from the collection of sales Taxes imposed on or due from the Company.

(r) The Company is not the beneficiary of any Tax incentive, Tax rebate, Tax holiday or similar arrangement or agreement with any Governmental Body.

(s) The Company is in compliance with all applicable transfer pricing Laws (including Section 482 of the Code and its corresponding Treasury Regulations and any corresponding or similar provision of state, local or non-U.S. Law), including the maintenance of contemporaneous documentation substantiating the transfer pricing practices and methodology of the Company.

(t) The Company is not subject to Tax in any jurisdiction (or any political subdivision thereof) other than the jurisdiction of its formation by virtue of having a permanent establishment in, fixed place of business in, nexus with, or otherwise with respect to any such jurisdiction.

Section 3.15 Material Contracts.

(a) Section 3.15(a) of the Disclosure Schedule contains lists, by applicable subsection, of each of the following types of Contracts to which the Company is a party or by which its assets or properties are bound (each a "Material Contract" and collectively, the "Material Contracts"):

(i) (A) any indenture, mortgage, pledge, security agreement, note or other instrument evidencing indebtedness of the Company or otherwise placing an Encumbrance on any asset or property of the Company, (B) any guaranty or any other evidence of liability for any indebtedness or obligation of any other Person, (C) any letter of credit, bond or other indemnity (including letters of credit, bonds or other indemnities as to which the Company is the beneficiary

but excluding endorsements of instruments for collection in the ordinary course of the operation of such entity);

(ii) any currency or interest rate swap, collar, hedge, offset, counter trade or barter agreement;

(iii) any Contract with any insurance company, health maintenance organization and/or other private or governmental third-party payor (each, a "Payor");

(iv) any Contract with any physicians or other health care professionals, medical groups, hospitals or other health care facilities, specialty care providers, or ancillary service providers (each, a "Health Care Provider") for employment or for the provision of medical or other health care services;

(v) any Contract relating to access to or use of a third party physician or other Health Care Provider leased network, "network rental" or other similar arrangement;

(vi) any Contract involving shared risk arrangements or similar arrangements of any kind to which the Company is a party, and any such terminated or expired agreements under which there remains any outstanding liability;

(vii) any management or administrative services Contract;

(viii) any electronic health record systems Contracts or revenue cycle tools Contracts;

(ix) any Contract with a Person that makes referrals to the Company or a Person to which the Company makes referrals, other than those agreements listed in Section 3.15(a)(iii), Section 3.15(a)(iv) or Section 3.15(a)(v) of the Disclosure Schedule;

(x) any distributor, broker or advertising Contract;

(xi) any franchise, marketing or royalty Contract;

(xii) any collective bargaining, employment or consulting Contract;

(xiii) any severance Contract or other Contract providing for severance payments or other additional rights or benefits (whether or not optional) in the event of either (A) the termination of any director, manager, officer, employee or consultant, or (B) the sale or change of control of the Company;

(xiv) any Contract between the Company, on the one hand, and any employee, officer, director, manager or equityholder of the Company or any entity in which any of such Persons owns any beneficial interest (other than any publicly held corporation whose stock is traded on a national securities exchange or in the over-the-counter market and less than 1% of the stock of which is beneficially owned by any of such persons), on the other hand, other than those agreements listed in Section 3.15(a)(xii) and Section 3.15(a)(xiii) above;

(xv) any Contract for the purchase, sale, license or lease by the Company (A) of any material assets, or (B) of any interests in any entity, including any joint ventures;

(xvi) any Contract to effect any merger, consolidation, liquidation, dissolution, recapitalization or other reorganization;

(xvii) any joint venture agreement, shareholder or equityholder agreement, voting agreement (either with respect to any equity securities of any of the Company or the appointment of directors or managers of the Company), or agreement providing for the indemnification of any Person by the Company (other than indemnification provisions included in Contracts entered into in the ordinary course of business, such as leases);

(xviii) any Contract with a Governmental Entity;

(xix) the Company Leases;

(xx) any material license, royalty agreement, software-as-a-service agreement, or other agreement concerning Intellectual Property (other than for commercially available software licensed for a one-time fee of, or that have annual fees of, $10,000 or less), whether as licensor or licensee;

(xxi) any Contract that (A) restrains the ability of the Company to compete with or conduct any business, (B) imposes exclusive dealing obligations, or (C) contains "most favored nations" or similar preferential pricing terms;

(xxii) any power of attorney granted by the Company to any regulatory authority or other Person;

(xxiii) any Contract or group of related Contracts requiring the payment to the Company by any other Person of more than $100,000 in any twelve (12) month period;

(xxiv) any Contract or group of related Contracts requiring the payment by the Company to any Person of more than $100,000 in any twelve (12) month period;

(xxv) any Contract not otherwise disclosed in Section 3.15(a) of the Disclosure Schedule which is either material to the business of the Company, taken as a whole, or was not entered into in the ordinary course of business; and

(xxvi) any written commitment to enter into any Contract of the type described in subsections (i) through (xxv) of this Section 3.15(a).

(b) The Company has made available to Buyer each written Material Contract, including all amendments, material waivers or modifications thereto, and true and correct summaries of all non-written Material Contracts. Except as indicated in Section 3.15(a) of the Disclosure Schedule, each such Material Contract is a correct and complete copy, executed by all parties thereto. Each Material Contract is in full force and effect, is binding and enforceable in accordance with its terms and is not subject to any claims, charges, set offs or defenses, except for the Enforceability Exception. Except as set forth on Section 3.15(b) of the Disclosure Schedule,

the Company is not in material breach or default, nor, to the Company's Knowledge, is any other party to any Material Contract is in material breach default under such Contract. To the Company's Knowledge, no event has occurred which, with the giving of notice or passage of time or both, would constitute a breach or default, under any Material Contract. The Company does not have any present expectation or intention of not fully performing any obligation pursuant to any Material Contract to which it is a party. The Company has not received any notice from any counterparties in connection with any of the Material Contracts of (i) any material breach or default under any Material Contract, (ii) any notice that any such party intends to terminate, not renew, cancel or substantially decrease its business with the Company, or (iii) any claim for damages or indemnification.

Section 3.16 Intellectual Property.

(a) Section 3.16(a)(i) of the Disclosure Schedule is a correct and complete listing of the following Intellectual Property owned by the Company: (i) patents and patent applications; (ii) trademark registrations and applications; (iii) uniform resource locators, domain names and social media accounts; (iv) copyright registrations and applications; and (v) material unregistered trademarks, and all other material Intellectual Property. Section 3.16(a)(ii) of the Disclosure Schedule is a correct and complete listing and description of all Contracts that cover Intellectual Property owned by a third party that is used or held for use in the Business. Section 3.16(a)(iii) of the Disclosure Schedule is a correct and complete listing and description of all Contracts that cover Intellectual Property owned or held by the Company that is licensed to any Person. Except as set forth in Section 3.16(a)(iv) of the Disclosure Schedule, all required filings and fees related to the Intellectual Property registrations owned by the Company have been timely filed with and paid to the relevant Governmental Entity and authorized registrars, and all Intellectual Property registrations owned by the Company are otherwise in good standing. The Company has provided Buyer with true and complete copies of file histories, documents, certificates, office actions, correspondence and other materials related to all Intellectual Property registrations owned by the Company.

(b) All Intellectual Property that the Company owns, is using, or is held for use in the conduct of the Business (the "Company Intellectual Property") is exclusively owned by the Company or has been licensed to the Company by a third party under a valid and enforceable written license agreement, a true and correct copy of which license agreement has been furnished to Buyer, free and clear of any Encumbrance or exclusive license. The Company has the right to use the Company Intellectual Property in the conduct of the Business without any conflict with the rights of others, and has taken all action necessary to protect such Intellectual Property that is owned by the Company. Except as set forth in Section 3.16(b) of the Disclosure Schedule, the Company has entered into written agreements governing the use of and content posted to social media accounts with those employees or third parties responsible for such activities. Except as set forth in Section 3.16(b) of the Disclosure Schedule, the Company has complied with all Internet domain name registration and other requirements of Internet domain administration authorities concerning all domain names that are owned Company Intellectual Property, and operated all websites associated with such domain names in accordance with all applicable Laws. The Company is the owner of, or has sufficient rights to display or make available, all content, data, and other information displayed or made available, as applicable, on all websites associated with any domain name included in the Company Intellectual Property.

(c) The Intellectual Property registrations owned by the Company are subsisting, valid, enforceable and in full force and effect, and have not expired, been cancelled, or abandoned, and unregistered Intellectual Property is enforceable. Except as set forth in Section 3.16(c) of the Disclosure Schedule, there are no royalties, fees, honoraria or other payments payable by the Company to any Person by reason of the ownership, development, modification, use, license, sublicense, sale, distribution or other disposition of the Company Intellectual Property, other than salaries and sales commissions paid to employees and sales agents, and customary license fees charged by third party licensors pursuant to a Contract, in each case, in the ordinary course of business. The Company has the exclusive, unrestricted right to sue for past, present, and future infringement of the Company Intellectual Property that is owned by the Company.

(d) The Company Intellectual Property constitutes all the Intellectual Property used in or necessary for the conduct of the Business, and is sufficient for such purposes.

(e) Neither the conduct of the Business nor the Company Intellectual Property (or use of it) has infringed upon, misappropriated, violated or engaged in unfair competition with, or is infringing, misappropriating, violating or engaging in any unfair competition with, any Intellectual Property of any Person. There is, and has been within the six (6) year period prior to the Closing, no Action pending or, to the Company's Knowledge, threatened alleging any such infringement, misappropriation, violation or unfair competition against the Company or otherwise concerning the ownership, validity, registerability, enforceability, violation or use of, or licensed right to use, any Company Intellectual Property. To the Company's Knowledge, no valid basis or other facts or circumstances exist for any such Action, or threatened Action. To the Company's Knowledge, no third party is infringing, misappropriating or otherwise violating, or has infringed or misappropriated or otherwise violated, any Intellectual Property owned by the Company and no such claim is pending or threatened against any Person by the Company. No Company Intellectual Property is subject to any outstanding order, judgment, decree, stipulation or agreement (except for Contracts governing the use of Company Intellectual Property owned by a third party and disclosed under Section 3.15, Section 3.16(a)(ii), or Section 3.16(i) of the Disclosure Schedule) restricting the use or licensing thereof by the Company.

(f) All officers, directors, managers, employees, agents, consultants and contractors of the Company who have contributed to or participated in the conception or development, or both, of the Company Intellectual Property owned by the Company have either (i) conceived or developed the Intellectual Property within the scope of their employment and/or been a party to "work-made-for-hire" arrangements or agreements with the Company complying with applicable national and state law that has accorded the Company full, effective, exclusive and original ownership of all tangible and intangible property thereby arising, or (ii) executed appropriate assignments in favor of the Company that have conveyed to the Company full, effective and exclusive ownership of all tangible and intangible property arising thereby.

(g) The Company takes commercially reasonable actions at least consistent with industry-standard practice to protect the confidentiality, integrity and security of all trade secrets, know-how and confidential information stored or contained in the Company Intellectual Property or transmitted thereby from any unauthorized use, access, disclosure, destruction or modification, and, except as set forth in Section 3.16(g) of the Disclosure Schedule, no such

unauthorized use, access, disclosure, destruction or modification has occurred. Except as set forth in Section 3.16(g) of the Disclosure Schedule, the Company has, and has at all times enforced, a policy of requiring officers, directors, managers, employees, agents, consultants and contractors to execute proprietary information, confidentiality and assignment agreements protecting the secrecy, confidentiality and value of such Intellectual Property or confidential information.

(h) Each item of Company Intellectual Property will be owned or licensed and available for use on identical terms immediately following the consummation of the transactions contemplated hereby as such items were owned or licensed and available for use to the Company prior to the consummation of the transactions contemplated hereby, and neither the execution, delivery and performance by the Company nor the consummation of any transactions contemplated hereby shall result in the loss or impairment of, or give rise to any right of a third party to terminate, any rights of the Company in any Company Intellectual Property.

(i) Section 3.16(i) of the Disclosure Schedule sets forth a complete and accurate list of all software used or held for use in connection with the operation of the Business (including software used on a software-as-a-service basis), which disclosure specifically identifies the owner of all such software, along with the identity of the developer or provider from whom such software was obtained. No software owned (or purported to be owned) by the Company contains any programming code, documentation or other materials or development environments that embody Intellectual Property rights of any Person other than the Company. All software used in the Business that is owned by the Company has been developed consistent with accepted industry practices, including best practices for reliability, stability and scalability and such software includes documentation meeting industry standards and sufficient to permit users and IT support personnel of average skill to use and support such software. No source code for any software that is owned by the Company has been delivered, licensed, or made available to any escrow agent or other Person who is not, as of the date of this Agreement, an employee of the Company. No Person who is not, as of the date of this Agreement, an employee of the Company has any right to access or use any source code for any software that is owned by the Company, and no event has occurred, and no circumstance or condition exists, that (with or without notice or lapse of time, or both) will, or would reasonably be expected to, nor will this Agreement or the transactions contemplated hereby, result in the disclosure or release of such source code by the Company, the escrow agent(s), or any other Person to any Person who is not, as of the date of this Agreement, an employee of the Company. The Company is in possession of, or has access to, the source code for, and documentation applicable to, each current version of the software owned by the Company. Except as set forth in Section 3.16(i) of the Disclosure Schedule, all such software is maintained in a source code management system with commercially reasonable management, tracking and security measures and safeguards.

(j) The Company has sufficient rights to use all software, including middleware, databases, and systems, information technology equipment, and associated documentation used or held for use in connection with the operation of the Business (the "IT Assets") all of which rights shall survive unchanged the consummation of the transactions contemplated hereby. Except as set forth in Section 3.16(j)(i) of the Disclosure Schedule, the IT Assets operate and perform in all material respects in accordance with their documentation and functional specifications and are sufficient and/or configurable to effectively perform all operations necessary for the current operation of the Business, and all IT Assets are owned or

licensed under valid licenses and operated by and are under the control of the Company. Except as disclosed in Section 3.16(j)(ii) of the Disclosure Schedule, the Company does not use, rely on or contract with any Person to provide services bureau, outsourcing or other computer processing services to the Company. The IT Assets have not materially malfunctioned or failed within the past three years and, to the Company's Knowledge, do not contain any viruses, bugs, faults or other devices or effects that (i) enable or assist any Person to access without authorization or disable or erase the IT Assets, or (ii) otherwise materially adversely affect the functionality of the IT Assets. The Company has taken commercially reasonable steps to provide for the remote-site back-up of data and information critical to the conduct of the Business and has in place commercially reasonable disaster recovery and business continuity plans, procedures and facilities. Except as disclosed in Section 3.16(j)(iii) of the Disclosure Schedule, no Person has gained unauthorized access to any IT Assets during the past three years. The Company maintains, and has taken commercially reasonable steps to cause its vendors to maintain, safeguards, security measures and procedures against the unauthorized access, disclosure, destruction, loss, or alteration of customer data or information (including any personal or device-specific information) in their possession or control that comply with any applicable contractual and legal requirements and meet industry standards. The Company has in place with the third party owners and operators of all data centers which provide services related to or otherwise supporting the Business written agreements that ensure that such third parties adhere to and are in compliance with the standards and requirements as set forth in this Section 3.16(j).

(k) Section 3.16(a) of the Disclosure Schedule contains a complete and accurate list of all Open Source that is incorporated into, integrated or bundled with, or otherwise used in or with any software used by or held for use by the Company, identification of the applicable Open Source license and a description of the manner in which such Open Source has been used in software used by the Company. The Company is in compliance with each license listed in Section 3.16(a) of the Disclosure Schedule that is applicable to it. No software used by the Company or made available by the Company to any Person is or has become subject to Open Source disclosure obligations that would obligate the Company to disclose, make available, offer or deliver any portion of the source code of any such software to any third party.

Section 3.17 Real Property.

(a) The Company does not own any real property except the Owned Property owned by the Company as of the date hereof. The Owned Property is not known by the Company to be the subject of any boundary line dispute or other adverse matter that would be disclosed by an accurate survey of the Owned Property. The Company owns good, fee simple title to the Owned Property free and clear of all encumbrances except only the Permitted Encumbrances applicable thereto. The Owned Property is in compliance in all material respects with all applicable Laws relating to zoning, use, operation and maintenance of the Owned Property and the improvements constructed thereon. No Person other than the Company is in possession of any portion of the Owned Property. The Company has not granted to any person the right to use or occupy any portion of the Owned Property. The Company has the exclusive authority to lease the Owned Property. Other than Permitted Encumbrances, the Owned Property is not subject to any use restrictions, exceptions, reservations or limitations which interfere with or impair, or would interfere with or impair, the present and continued use thereof as currently used by the Company in the conduct of its business. All improvements and fixtures located on, under, over or within the

Owned Property, and all other aspects of the Owned Property: (i) are in good operating condition and repair (ordinary wear and tear excepted) and are structurally sound and free of any material defects; (ii) are suitable, sufficient and appropriate in all material respects for its current uses and the business of the Company; (iii) consist of sufficient land, parking areas, sidewalks, driveways and other improvements to permit the continued use of such facilities in the manner and for the purposes to which they are presently devoted; and (iv) do not encroach on real property not owned or leased by the Company. The Owned Property is properly zoned for its present use and, to the Company's Knowledge, is otherwise in compliance with all restrictive covenants, applicable zoning ordinances or other Laws relating to the operation of the business of the Company or the use of such Real Property.

(b) Section 3.17(b) of the Disclosure Schedule sets forth a list of all real property (the real property, together with all improvements thereon, the "Leased Real Property") (x) leased to the Company pursuant to a lease, sublease, use and occupancy or other similar arrangement under which the Company is a lessee, sublessee, user or occupant, or (y) pursuant to which the Company has agreed to make rental payments or has any other obligations (collectively, the "Company Leases"). The Company is not a party to any other oral or written agreement conveying any interest in real property, including leases, subleases and licenses, except for the Company Leases. Except for Permitted Encumbrances, and except as set forth in Section 3.17(a) of the Disclosure Schedule, to the Company's Knowledge, there are no matters affecting the Company Leases or the Real Property that could reasonably be expected to materially and adversely curtail or interfere with the use of the Real Property as currently used.

(c) Except as set forth in Section 3.17(c) of the Disclosure Schedule, there is (a) with respect to the Owned Property, no pending, or to the Company's Knowledge threatened, and (b) with respect to the Leased Real Property, to the Company's Knowledge, there is no pending or threatened: (i) condemnation or eminent domain proceeding against any part of the Real Property by any Governmental Entity; (ii) special assessment against the Company Leases or Real Property; (iii) action against any the Company for breach of any restrictive covenant or other agreement or Encumbrance impacting the Real Property or use by the Company of the Real Property which would be a breach of any such restrictive covenant, agreement or Encumbrance; or (iv) no other claim adverse to the Company's rights in the applicable Company Lease or Real Property.

(d) Except for Permitted Encumbrances and as otherwise set forth on Section 3.17(d) of the Disclosure Schedule, there are no purchase contracts, leases, subleases, licenses, concessions, rights of first refusal, options or any other agreements of any kind, written or oral, formal or informal, choate or inchoate, recorded or unrecorded, whereby any person or entity other than the Company has acquired or has any basis to assert any right, title or interest in, or any right to possession, use, occupancy, or enjoyment of all or any portion of the Owned Property, and, to the Company's Knowledge, there are no such agreements currently in effect with respect to the Leased Real Property. The Company does not have any interest in or obligation to acquire any interest in any real property other than as set forth in the Company Leases.

(e) Except as listed on Section 3.17(e) of the Disclosure Schedule, there are no leases, subleases, licenses, concessions or other agreements, written or oral, to which the Company is a party, granting to any party or parties the right of use or occupancy of any portion

of the Real Property and neither the Company nor any tenant under any Company Lease has subleased, assigned or otherwise granted to any Person the right to use or occupy any Leased Real Property or any portion thereof, and except as set forth on Section 3.17(e), all subleases have been terminated and subtenants have vacated the subleased premises and surrendered possession of the subleased premises to the Company.

(f) All tenant improvements required by the terms of one or more Company Leases to be made by a landlord have been completed and the tenant thereunder has no knowledge of any defects in the construction thereof. No tenant under any of the Company Leases is currently auditing any landlord's books or records. No sum is presently due and owing to or by any tenant under any of the Company Leases as a result of any audit of any landlord's books or records. No tenant under any of the Company Leases has pledged, mortgaged or otherwise granted an encumbrance on its leasehold interest in any Leased Real Property. No consent of any third party, other than the landlord under the Company Leases or such landlord's lender, if applicable, is necessary to assign or amend the Company Leases. To the Company's Knowledge, no event of default, or set of facts of circumstance which with the giving of notice or passage of time or both would constitute an event of default, presently exists under the Company Leases.

(g) The Owned Property and, to the Company's Knowledge, the Leased Real Property, including all electrical, plumbing, mechanical, life-safety, heating, ventilation and air conditioning, and other systems of the buildings and building structure, roof, foundation, and common areas are in good operating condition and repair, normal wear and tear excepted and the Real Property and use by the Company thereof is not in violation of any Laws.

(h) Except as set forth in Section 3.17(h) of the Disclosure Schedule, neither the Company nor any Shareholder has any ownership interest in the Leased Real Property.

Section 3.18 Environmental Matters.

(a) Except as set forth in Section 3.18(a) of the Disclosure Schedule, the Company is, and has been, in compliance in all material respects with all applicable Environmental Laws. Except as set forth in Section 3.18(a) of the Disclosure Schedule, the Company has not received any Environmental Notice or Environmental Claim, and is not the subject of, any Actions, demands, Environmental Notice, or Environmental Claim by any person (i) alleging liability under or non-compliance with any Environmental Law or (ii) relating to the Release, alleged Release, presence, or alleged presence of Hazardous Materials in, under or upon any of the Owned Property, any of the real property subject to a Company Lease or any offsite disposal facility or location. Except as set forth in Section 3.18(a) of the Disclosure Schedule, the Company has not been party to any order, decree or settlement issued pursuant to Environmental Law which, in each case, either remains pending or unresolved, or is the source of ongoing obligations or requirements.

(b) To the Company's Knowledge, no asbestos, polychlorinated biphenyls, lead-based paint, toxic mold, underground storage tanks, or aboveground storage tanks are present at, in, on or under any of the Owned Property or any of the real property subject to a Company Lease, and the Company does not use Hazardous Materials at the Real Property.

(c) The Company has all Environmental Permits necessary for operation of the Business. The Company is, and at all times since January 1, 2019 has been, in compliance in all material respects with all Environmental Permits necessary for the operation of the Business, and all such Environmental Permits are transferable without restriction to Buyer.

(d) There has been no Release of Hazardous Materials by the Company that would reasonably be expected to result in material liability to the Company under Environmental Laws.

(e) To the Company's Knowledge, none of the Real Property has been contaminated as a result of the Release of any Hazardous Material that would reasonably be expected to require investigation and/or remediation by the Company pursuant to Environmental Laws.

(f) With respect to the Business, the Company has not arranged for the disposal of any Hazardous Material in any manner so as to create any material liability under any Environmental Law for the Company.

(g) With respect to the Business, the Company has not Released or disposed of any Hazardous Material at any real property or disposal location in violation of any Environmental Laws, and the Company has no liability for the Release or disposal of any Hazardous Material at any location.

(h) The Company does not have any material liability under any Environmental Law nor is it responsible for any material liability of any other Person under any Environmental Law. The Company has not contractually assumed in writing any liability or obligation of any predecessor or other Person arising under Environmental Law.

(i) The Company has made available to Buyer copies of any and all documents in its possession or control pertaining in any way to the compliance status of the Business under the Environmental Laws, and all Phase I and Phase II environmental site assessments, reports, studies, audits, investigations, records, sampling data, site assessments, and other documents relating to the environment with respect to the Business or assets of the Company, including but not limited to all such documents relating to the presence or Release of any Hazardous Materials on any of the Real Property.

Section 3.19 Insurance. Section 3.19 of the Disclosure Schedule sets forth a list of all policies of property, casualty, liability, title, workers' compensation, product liability and other forms of insurance maintained by the Company, and all pending outstanding claims against such insurance policies and similar insurance policies previously maintained. The Company has made available to Buyer complete and correct copies of all the foregoing policies set forth on Section 3.19 of the Disclosure Schedule (together with all riders and amendments thereto, the "Policies"). There are no disputes with the underwriters of any Policy or any claims pending under any Policy as to which coverage has been questioned, denied or disputed by the underwriters of such Policy. Each Policy is in full force and effect and all premiums that are due and payable under each Policy have been paid and the Company is otherwise in compliance in all material respects with the terms of such Policy. The Company has not failed to give proper notice of any

claim under any Policy in a due and timely fashion. The Company has not received any notice of cancellation or termination of any insurance policy in effect on the date hereof or within the past three (3) years. All of such policies are, and all similar insurance policies maintained by the Company in the past were, placed with financially sound and reputable insurers, and are and were in amounts and had coverages that are and were reasonable and customary for Persons engaged in businesses similar in size and scope to that engaged in by the Company.

Section 3.20 Sufficiency of Assets. As of the Closing and after giving effect to the transactions contemplated by this Agreement, the assets of the Company shall constitute all of the assets, tangible and intangible, necessary in all material respects for the operation of the business of the Company as currently conducted. Except as set forth in Section 3.20 of the Disclosure Schedule, the Company has good and valid title to, or a valid leasehold interest in, all the material tangible assets used in the conduct of its business, free and clear of all Encumbrances, except for Permitted Encumbrances and Encumbrances securing Indebtedness that will be released in accordance with this Agreement, and such tangible assets are sufficient for the conduct of their respective businesses as currently conducted. Each such tangible asset is suitable for the purposes for which it is used by the Company, and is free from defects (patent and latent), except for immaterial defects which do not adversely affect use and operation in the ordinary course of business, and has been maintained in accordance with normal industry practices.

Section 3.21 Health Care Providers and Payors. Section 3.21 of the Disclosure Schedule lists, for each of (a) the top fifteen (15) Payors referenced in Section 3.15(a)(iii), and (b) the top fifty (50) Health Care Providers referenced in Section 3.15(a)(iv) (the "Key Health Care Providers"), for the twelve (12) month period ending on December 31, 2021, the twelve (12) month period ending on December 31, 2022 and for the nine (9) month period ending on September 30, 2023, the approximate percentage and dollar amount of annual (pro-rated for partial periods) revenues to or payments by the Company attributable to such Payors and Health Care Providers for the applicable period(s). Since December 31, 2022, no Payor or Key Health Care Provider (i) has indicated to the Company in writing that it will terminate, not renew, cancel or substantially decrease its business done with the Company under any Material Contract, or (ii) has asserted a breach or default in writing against the Company under any Material Contract. All of the respective Contracts involving the Company with Payors or with Key Health Care Providers are in writing and signed by or on behalf of the parties thereto, and, to the Company's Knowledge, constitute valid, binding and enforceable agreements of the parties thereto and were entered into in the ordinary course of business.

Section 3.22 Transactions with Affiliates. Except as set forth in Section 3.22 of the Disclosure Schedule, the Company is not party to any Contract, commitment, or transaction with any of their officers, directors, managers, equityholders or Affiliates other than any employment and similar arrangements entered into in the ordinary course of business. No officer, director, manager or equityholder of the Company, and none of its Affiliates, is indebted to the Company for money borrowed or other loans or advances, and the Company is not indebted to any such Person for money borrowed or other loans, advances or Indebtedness, and no such Person has guaranteed any Indebtedness of the Company.

Section 3.23 Finders' or Advisors' Fees. Except as set forth in Section 3.23 of the Disclosure Schedule, neither the Company nor any of its directors or managers (or Persons in

similar positions), officers, employees, equityholders or agents has employed any broker or finder or incurred any liability for any investment banking fees, brokerage fees, commissions or finders' fees in connection with the transactions contemplated by this Agreement.

Section 3.24 PPP Loan Obligations. Section 3.24 of the Disclosure Schedule sets forth the PPP Loan Obligation of the Company, including the original principal amount of such PPP Loan Obligation and the portion of such PPP Loan Obligations that has been forgiven as of the date hereof. The Company has complied with all statutory and regulatory requirements for participation in the Paycheck Protection Program created under the CARES Act, and any representations, certifications, and warranties made by the Company with respect to participation in such program, including with respect to any agreement relating to, or request for loan forgiveness pertaining to, the PPP Loan Obligations set forth on Section 3.24 of the Disclosure Schedule, were accurate in all material respects as of their effective date, and the Company has complied in all material respects with all such certifications. The Company has made available to Buyer copies of each of the agreements relating to, and any requests and approvals for loan forgiveness pertaining to, the PPP Loan Obligations set forth on Section 3.24 of the Disclosure Schedule.

Section 3.25 No Other Representations. Except for the representations and warranties expressly made by the Company in this Article III, the Company does not make any express or implied representation or warranty on behalf of or with respect to the Company.

Article IV
REPRESENTATIONS AND WARRANTIES OF BUYER

Buyer hereby represents and warrants to the Company as follows:

Section 4.1 Corporate Authorization; Enforceability.

(a) Buyer is duly organized, validly existing and, to the extent such concept is recognized, in good standing under the Laws of the jurisdiction of its organization and has the requisite limited liability company power and authority to enter into this Agreement and the other Transaction Documents to which it is, or is specified to be, a party, and, subject to the satisfaction or, if permitted, waiver of the conditions set forth in Article VI hereof, to perform its obligations hereunder and thereunder. The execution and delivery of this Agreement and the other Transaction Documents to which Buyer is, or is specified to be, a party, and the performance by Buyer of its obligations hereunder and thereunder have been duly authorized by all necessary corporate action on the part of Buyer and no other corporate or other action on the part of Buyer or any of its equityholders is necessary to authorize the execution and delivery of this Agreement and the other Transaction Documents to which Buyer is, or is specified to be, a party or to perform its obligations hereunder and thereunder.

(b) This Agreement has been duly executed and delivered by Buyer and (assuming due authorization, execution and delivery of this Agreement by the other parties hereto) constitutes, and each of the other Transaction Documents to which Buyer is, or is specified to be, a party, when executed and delivered by Buyer (assuming in each case due authorization, execution and delivery by each of the other parties thereto), will constitute, a valid and binding agreement of

Buyer, enforceable against Buyer in accordance with its terms, except for the Enforceability Exception.

Section 4.2 Consents and Approvals; No Violations; Legal Proceedings.

(a) The execution and delivery by Buyer of this Agreement does not, and the execution and delivery by Buyer of the other Transaction Documents to which it is, or is specified to be, a party, will not, and the consummation by Buyer of the transactions contemplated by this Agreement and the other Transaction Documents to which Buyer is, or is specified to be, a party, and compliance by Buyer with any of the provisions hereof or thereof will not, conflict with, or result in any violation or breach of or default (with or without notice or lapse of time, or both) under, (i) the organizational documents of Buyer, (ii) any material Contract to which Buyer is a party or any of its properties or other assets is subject, or (iii) assuming compliance with the matters referred to in Section 4.2(b) below, any Law applicable to Buyer, other than, in the cases of clauses (ii) and (iii), as would not reasonably be expected to be, individually or in the aggregate, material to Buyer.

(b) No Consent is required to be obtained or made by or with respect to Buyer in connection with the execution and delivery of this Agreement and the other Transaction Documents to which it is, or is specified to be, a party, or the performance by Buyer of its obligations hereunder or thereunder, except: (i) the filing of appropriate merger documents (including the Articles of Merger) as required by the OPCA, and (ii) such other filings, registrations, notifications, authorizations, consents or approvals which, if not obtained or made, would not reasonably be expected to be, individually or in the aggregate, material to Buyer.

(c) There are no Actions pending or, to Buyer's knowledge, threatened against or by Physician, Merger Sub, or any of their respective Affiliates that challenge or seek to prevent, enjoin or otherwise delay the transactions contemplated by this Agreement.

Section 4.3 Finders' or Advisors' Fees. Neither Buyer, nor any of its members, officers, managers, employees or agents has employed any broker or finder or incurred any liability for any investment banking fees, brokerage fees, commissions or finders' fees in connection with the transactions contemplated by this Agreement.

Section 4.4 No Prior Merger Sub Operations. Merger Sub was formed solely for the purpose of effecting the Merger and has not engaged in any business activities or conducted any operations other than in connection with the transactions contemplated hereby.

Article V
COVENANTS

Section 5.1 Conduct of the Business. The Company agrees that, during the period from the date of this Agreement until the earlier of the Closing or the termination of this Agreement pursuant to its terms, except as (i) otherwise contemplated hereby or in any of the Transaction Documents, (ii) set forth in Schedule 5.1 of the Disclosure Schedule, (iii) consented to by Buyer, in writing, or (iv) required by any order or Law, the Company shall: (w) conduct the operations of the Business in the ordinary course, (x) use its commercially reasonable efforts to maintain the present business organization of the Company, conduct the operations of the Business

in compliance with applicable Laws, preserve the assets and properties of the Company in good repair and condition and retain the services of the executive officers and key employees of the Company, (y) preserve intact the relationships with the Company's clients, payors, providers, suppliers, licensors, licensees, advertisers, distributors and other third parties having material business dealings with the Company, and, subject to the foregoing, the Company shall not:

(a) authorize or effect any change in the Organizational Documents;

(b) acquire, redeem, issue, sell, subject to any Encumbrance or otherwise dispose of any of its equity or any options, warrants or other similar rights, agreements or commitments of any kind to purchase any securities convertible into or exchangeable for any of its equity;

(c) pay any dividend or other distribution payable in cash, stock, property or otherwise with respect to its equity or other securities;

(d) (i) issue any note, bond or other debt security or create, incur, assume, pre-pay or guarantee any indebtedness for borrowed money or capitalized lease obligation, in each case, outside the ordinary course, or (ii) fail to pay or discharge any material indebtedness when due in accordance with its terms;

(e) sell, transfer, lease, license, pledge, dispose of or encumber any assets or properties of the Company, except in connection with the Owned Property Transfer;

(f) accelerate, beyond the normal collection cycle, the collection of accounts receivable;

(g) make, accelerate or defer any capital expenditures other than any such expenditures as are necessary to prevent the destruction, removal, wasting, deterioration or impairment of its assets;

(h) amend, modify or terminate any Material Contract, or enter into other Contracts that, if existing on the date of this Agreement, would be a Material Contract;

(i) (i) conclude or agree to any corrective action plans, consents, decrees, actions or orders, or (ii) cancel, compromise or settle any claim that is related to or affects the Company, or waive or release any rights of the Company;

(j) except in the ordinary course of business, as required to maintain qualification pursuant to the Code or as required by Law or by the terms of any Employee Plan, (A) adopt, enter into, amend, alter, or terminate any Employee Plan, trust, fund or other arrangement for the benefit or welfare of any director, manager, officer or employee, (B) change any actuarial or other assumptions used to calculate funding obligations with respect to any Employee Plan, trust, fund or other arrangement for the benefit or welfare of any director, manager, officer or employee or change the manner in which contributions to such plans are made or the basis on which such contributions are determined, or (C) make or forgive any loan or advance to any director, manager, officer or employee (excluding advances of normal business expenses in the ordinary course of business), except as may be required by Law;

(k) grant or agree to grant any severance or termination pay policies or any increase in the wages, salary, bonus or other compensation, remuneration or benefits of any employee, director, manager, officer or independent contractor of the Company, except as required under applicable Law, existing Employee Plans or in the ordinary course of business;

(l) (i) make any payment to or for the benefit of any employee, officer, director, manager or equityholder of the Company or any entity in which any of such persons owns any beneficial interest (other than any publicly held corporation whose stock is traded on a national securities exchange or in the over-the-counter market and less than 1% of the stock of which is beneficially owned by any of such persons), except for the payment of salary or other employment related compensation in the ordinary course of business, or (ii) make or obligate itself to make any payment to or for the benefit of any Person in contemplation of the change in control of the Company;

(m) cancel or terminate any insurance policies or cause any of the coverage thereby to lapse, unless simultaneously with such termination, cancellation or lapse, replacement policies providing, to the extent reasonably available, coverage equal to or greater than the coverage under the canceled, terminated or lapsed policies for substantially similar premiums are in full force and effect;

(n) waive any rights of material value or take any actions with respect to collection practices that would result in any material losses or material adverse changes in collections, whether or not in the ordinary course of business;

(o) make charitable contributions or pledges in excess of [redacted] individually or in the aggregate in any twelve (12) month period;

(p) redeem, purchase or acquire or offer to acquire any stock, units or other securities of any Person, except redemptions of the Company's stock in connection with termination of employment of any Shareholder in the ordinary course of business in accordance with the Organizational Documents;

(q) acquire (by merger, consolidation or acquisition of equity or assets) any corporation, partnership or other business organization or division thereof or collection of assets constituting all or substantially all of a business or business unit or enter into any joint venture or partnership;

(r) make or change any election in respect of Taxes, amend, modify or otherwise change any filed Tax Return, adopt or request permission of any taxing authority to change any accounting method in respect of Taxes, enter into any closing agreement in respect of Taxes, settle any claim or assessment in respect of Taxes, surrender or allow to expire any right to claim a refund of Taxes, or consent to any extension or waiver of the limitation period applicable to any claim or assessment in respect of Taxes or in respect to any Tax attribute that would give rise to any claim or assessment of Taxes;

(s) make any change in any method of accounting or accounting practice policy, other than in accordance with GAAP or applicable Law;

(t) take any action which would render, or which may reasonably be expected to render, any representation or warranty made by it in this Agreement untrue or inaccurate at the Closing; or

(u) agree or otherwise commit in writing to take any of the actions prohibited by the foregoing clauses (a) through (t).

Notwithstanding anything in this Section 5.1 to the contrary, nothing in this Agreement is intended to provide Buyer, directly or indirectly, the right to control or direct the business or operations of the Company at any time prior to the Closing. Prior to the Closing, the Company shall exercise, consistent with the terms and conditions of this Agreement, complete control and supervision over its own business and operations.

Section 5.2 Employment Matters.

(a) With respect to any "employee benefit plan," as defined in Section 3(3) of ERISA, maintained from and after the Closing by Buyer or any of its Affiliates (including, after the Closing, the Company) and any vacation, paid time off and severance plans, but excluding any equity based plan of Buyer or its Affiliates, and to the extent permissible under such benefits of Buyer and its Affiliates, for all purposes, including determining eligibility to participate, level of benefits, vesting and benefit accruals (but not for purposes of benefit accruals under any defined benefit pension plan), each Continuing Employee's service with the Company shall be treated as service with Buyer or its Affiliates; provided, however, that such service will not be recognized to the extent that (i) such recognition would result in any duplication of benefits or (ii) such service was not recognized by the Company immediately prior to the Closing under the applicable similar benefit plan.

(b) To the extent lawful and to the extent permitted under the welfare benefit plans maintained by Buyer or its Affiliates, Buyer shall, or shall cause its Affiliates (including, after the Closing, the Company) to waive, or cause to be waived, any pre-existing condition limitations or exclusions and waiting periods under any welfare benefit plan maintained by Buyer or any of its Affiliates (including, after the Closing, the Company) in which Continuing Employees (and their eligible dependents) will be eligible to participate from and after the Closing, except to the extent that such pre-existing condition limitations or exclusions and waiting periods would not have been satisfied or waived under the comparable benefit plan of the Company immediately prior to the Closing.

(c) Nothing in this Section 5.2, whether express or implied, shall be treated as creating a benefit plan, an amendment or other modification of any benefit plan of the Company or any benefit plan maintained by Buyer or any of its Affiliates (including, after the Closing, the Company). Nothing in this Section 5.2, whether express or implied, shall diminish Buyer's or its Affiliates' (including, after the Closing, the Company) right to amend and/or terminate any benefit at any time or from time to time. The representations, warranties, covenants and agreements contained herein are for the sole benefit of the parties hereto, and the Continuing Employees are not intended to be and shall not be construed as beneficiaries hereof.

(d) Nothing in this Agreement, whether express or implied, shall create any right or entitlement to continued employment with Buyer or any of its Affiliates (including, after the Closing, the Company).

(e) Upon Buyer's written request, the Company shall adopt resolutions and take such corporate action as is reasonably necessary to transfer authority for each qualified plan sponsored by the Company (which, for the avoidance of doubt, shall not include any Employee Plans that will not be assumed by Buyer by operation of law as a result of the Closing), effective as of the Closing Date, as follows: (i) the Senior Vice President, Total Rewards & People Services of UnitedHealth Group Incorporated shall be authorized to amend or terminate each plan and take other action on behalf of the plan sponsor; (ii) the UnitedHealth Group Employee Benefits Plans Administrative Committee shall be appointed as the plan administrator; and (iii) the UnitedHealth Group Employee Benefits Plans Investment Committee shall be appointed as the named fiduciary responsible for plan investments and oversight of the plan's assets. In the event that Buyer requests that the Company transfer such authority with respect to such qualified plans, the Company shall provide Buyer with evidence of such action (the form and substance of which shall be subject to review and approval by Buyer, which approval shall not be unreasonably withheld) not later than the day immediately preceding the Closing Date.

(f) This Section 5.2 will not create any third-party beneficiary rights, nor will it be enforceable by any employee, any Person representing the interest of employees, or any spouse, dependent or beneficiary of any employee, nor will anything herein be deemed an amendment to any employee benefit plan. This Section 5.2 is solely an agreement between and for the benefit of the parties to this Agreement and will be enforceable by them. No term of this Agreement will be deemed to create any Contract with any employee or to give any employee the right to be retained in the employment of the Company or any of its Affiliates (including, after the Closing, Buyer), or to interfere with the Company's or any of its Affiliates' (including, after the Closing, Buyer) right to terminate the employment of any employee at any time.

Section 5.3 Publicity.

(a) The Company (prior to the Closing) and the Representative each agree that they or it, as applicable, shall not, shall cause the Company not to, and shall direct the Shareholders, Affiliates and representatives not to issue a public release or announcement concerning the transactions contemplated hereby without the prior consent of Buyer (which consent may be withheld by Buyer in its sole discretion), except as such release or announcement may be required by Law or the rules or regulations of any United States or foreign securities exchange, in which case the Company (if prior to the Closing) or the Representative, as applicable, shall allow Buyer reasonable time to comment on such release or announcement in advance of such issuance.

(b) Provided that such public release or announcement does not disclose the economic terms of the transactions contemplated hereby, including the Closing Consideration, following the Closing, Buyer may, in its sole discretion, issue a public release or announcement (including the mention or description of the transactions contemplated hereby by an executive of Buyer or an Affiliate of Buyer on earnings calls or similar public communications, either prior to or following the Closing ("Earnings Announcements")) concerning the transactions contemplated hereby without the prior consent of the Company or the Representative; provided, however, that,

except for Earnings Announcements, Buyer shall provide the Representative with a reasonable opportunity to review and comment on such release or announcement in advance of such issuance.

Section 5.4 Confidentiality.

(a) The Company and Buyer shall treat all nonpublic information provided or obtained in connection with this Agreement (including in connection with the access provisions of Section 5.5 hereof) and the transactions contemplated hereby as confidential in accordance with the terms of the Confidentiality Agreement (in the case of the Representative, as if it were a party to, and bound by the use and nondisclosure obligations of, the Confidentiality Agreement). The terms of the Confidentiality Agreement are hereby incorporated by reference and shall continue in full force and effect until the Closing, at which time such Confidentiality Agreement shall terminate. In the event of a conflict or inconsistency between the terms of this Agreement and the Confidentiality Agreement, the terms of this Agreement will govern. If this Agreement is, for any reason, terminated prior to the Closing, the Confidentiality Agreement shall continue in full force and effect.

(b) After the Closing:

(i) The Representative shall hold, and shall use commercially reasonable efforts to cause its Affiliates, and their respective agents to hold, in strict confidence from any Person, (A) all documents and information concerning Buyer, or any of Buyer's Affiliates furnished to it by Buyer or Buyer's officers, directors, managers, employees, agents or Affiliates in connection with this Agreement or the transactions contemplated hereby, and (B) all information regarding the Company;

(ii) Buyer shall hold, and shall use commercially reasonable efforts to cause its Affiliates, and their respective officers, directors, managers, employees and agents to hold, in strict confidence from any Person, all documents and information concerning the Shareholders and the Representative furnished to it by the Company or the Company's officers, directors, employees, agents or Affiliates, in connection with this Agreement or the transactions contemplated hereby; provided, that the foregoing restrictions shall not apply to Buyer's or any of its Affiliates' use or disclosure of documents and information concerning the Company furnished by or on behalf of the Company;

Except in the case of either Section 5.4(b)(i) or Section 5.4(b)(ii): (A) if such party is compelled to disclose such documents or information by judicial or administrative process (including in connection with obtaining the necessary approvals of this Agreement and the transactions contemplated hereby of Governmental Entities) or by other requirements of Law, (B) such documents or information are disclosed in an action or proceeding brought by a party in pursuit of its rights or in the exercise of its remedies hereby, or (C) such documents or information can be shown to have been (I) previously known by the party receiving such documents or information (except with respect to Section 5.4(b)(i)(B) above), (II) in the public domain (either prior to or after the furnishing of such documents or information hereby) through no fault of such receiving party or (III) later acquired by the receiving party from another source if, to the knowledge of the receiving party after reasonable inquiry, such source is not under an obligation to another party to keep such documents and information confidential.

Section 5.5 Access to Information.

(a) Prior to the Closing, the Company (i) shall, and shall cause its officers, directors, managers, and employees to, and shall use reasonable best efforts to cause their auditors and other agents to, upon reasonable advance notice, afford the officers, directors, managers, employees, auditors and other agents of Buyer reasonable access, during normal business hours, to the officers, directors, managers, employees, properties, offices, other facilities, books and records of the Company and (ii) shall furnish Buyer with all financial, operating and other data and information with respect to the Company as Buyer, through its officers, directors, managers, employees or agents, may reasonably request, including monthly unaudited balance sheets and statements of income of the Company, prepared in a manner consistent with prior periods along with the standard monthly reporting package provided to the management of the Company; provided, however, that the foregoing shall not require the Company to provide any such access or furnish any such information that in its reasonable judgment would violate any Law or, in the reasonable judgment of the Company, compromise or constitute a waiver of any attorney-client privilege of the Company; provided, further, that if the Company is so restricted, the Company shall notify Buyer that information or records are being withheld and provide Buyer with as much information as possible with respect to such information or records.

(b) The Company shall reasonably cooperate (including providing introductions where necessary) with Buyer to enable Buyer to contact such third parties, including clients, prospective clients, Governmental Entities, providers, vendors or suppliers of the Company, as Buyer reasonably requests; provided, however, that Buyer shall not, prior to the Closing and outside of Buyer's ordinary course of business, contact any clients, prospective clients, Governmental Entities, providers, vendors or suppliers of the Company without the prior approval of the Company, which consent shall not be unreasonably withheld, conditioned or delayed.

Section 5.6 Notification of Certain Matters.

(a) From and after the date of this Agreement until the Closing, the Company shall promptly notify Buyer by written update to the Disclosure Schedule (i) if any representation or warranty made by the Company in this Agreement was, when made, or has subsequently become, untrue in any material respect, (ii) of the occurrence or non-occurrence of any event which has caused or would reasonably be expected to cause any condition to the obligations of Buyer to effect the transactions contemplated by this Agreement not to be satisfied, or (iii) of the failure of the Company to comply with or satisfy any covenant, condition or agreement to be complied with or satisfied by it pursuant to this Agreement which would reasonably be expected to result in any condition to the obligations of any party hereto to effect the transactions contemplated hereby not to be satisfied.

(b) The delivery of any notice pursuant to this Section 5.6 shall not be deemed to modify the representations and warranties in Article III for purposes of Article VI or Article VIII; provided, however, that, notwithstanding the foregoing, the Company shall be entitled to update the Disclosure Schedule for Contracts required to be disclosed pursuant to Section 3.15 that are entered into between the date hereof and the Closing Date, to the extent such

Contracts are entered into in accordance with Section 5.1, and the Disclosure Schedule shall be deemed to be amended by any such updates as of the Closing Date.

Section 5.7 Transaction Approvals.

(a) ***Initial Approval***. On or prior to the date hereof, (i) the members of the board of directors of the Company have unanimously (A) determined that this Agreement and the transactions contemplated hereby are advisable and in the best interests of the Company and the Shareholders, and (B) approved and resolved to recommend that the Shareholders vote for or consent to the approval and adoption of this Agreement and the transactions contemplated hereby, and (ii) each Shareholder that is also a member of the board of directors of the Company has delivered to Buyer duly executed Letters of Transmittal with respect to all Shares held by each such Shareholder, and an executed signature page to the Company Written Consent.

(b) ***Company Shareholder Approval***. As promptly as practicable following the execution of this Agreement, but in any event no later than the Deadline, the Company shall obtain and deliver to Buyer (A) the Company Shareholder Approval, and (B) a duly executed Letter of Transmittal with respect to all Shares held by each Shareholder that executed the Company Shareholder Approval. The Company shall provide the Shareholders a notice of Dissenters' Rights in accordance with applicable Laws.

Section 5.8 Indemnification of Directors, Managers, Officers and Employees.

(a) Prior to the Closing Date, the Company shall purchase run off insurance coverage (i.e. tail endorsement, optional or extended reporting period) for the Company's current directors' and officers' liability and fiduciary liability insurance for pre-Closing liabilities of the Company's directors and officers, which shall provide such directors and officers with coverage for six (6) years from and after the Closing Date in an amount not less than their existing coverage and which shall have other terms and conditions not materially less favorable to the insured persons than the directors' and officers' liability insurance coverage presently maintained by the Company (the "Tail Policy"). To the extent that such coverage incurs a premium that is not paid prior to the Closing, such cost shall be included as a Transaction Expense.

(b) To the fullest extent permitted by Law, from and after the Closing, all rights to indemnification, as provided in the Organizational Documents in effect on the Closing Date, in favor of the current or former employees, directors, managers and/or officers of the Company (the "Agent Indemnitees") with respect to their activities on behalf of the Company prior to the Closing, shall survive the Closing and shall continue in full force and effect (without amendment adverse to such employees, directors, managers and/or officers) for a period of not less than six (6) years following the Closing, and neither Buyer nor the Surviving Entity shall intentionally derogate such rights (the "D&O Indemnification Rights"); provided, however, that with respect to any claim for indemnification by any Buyer Indemnified Parties under Article VIII of this Agreement or other claims arising under this Agreement (the "Agreement Claims"), the Agent Indemnitees shall only be entitled to the D&O Indemnification Rights to the extent necessary to receive and maintain coverage under the Tail Policy and shall not otherwise be entitled to make any claim for indemnification for the Agreement Claims against any of Buyer, the Surviving Entity or any of

their Affiliates by reason of the fact that such person was an employee, agent, director, manager and/or officer of the Company.

Section 5.9 No Solicitations.

(a) The Company shall not, and shall not authorize or permit its directors, managers, officers, employees, advisors, representatives or agents (as applicable) to, directly or indirectly, (i) discuss, negotiate, undertake, authorize, recommend, propose or enter into, either as the proposed surviving, merged, acquiring or acquired corporation, any transaction involving a merger, consolidation, business combination, purchase or disposition of any amount of the assets of the Company or the Business, or any equity of the Company other than the transactions contemplated by this Agreement (an "Acquisition Transaction"), (ii) facilitate, encourage, solicit or initiate discussions, negotiations or submissions of proposals or offers in respect of an Acquisition Transaction, (iii) furnish or cause to be furnished, to any Person or entity, any information concerning the business, operations, properties or assets of the Company or the Business in connection with an Acquisition Transaction, or (iv) otherwise cooperate in any way with, or assist or participate in, facilitate or encourage, any effort or attempt by any other Person to do or seek any of the foregoing.

(b) The Company shall immediately cease and cause to be terminated any existing discussions or negotiations with any Persons (other than Buyer) conducted heretofore with respect to any Acquisition Transaction. The Company agrees not to release any third party from the confidentiality provisions of any agreement to which either Company is a party and which was entered into in connection with the consideration of an Acquisition Transaction.

(c) The Company shall promptly (and in any event within two (2) Business Days of the occurrence of the relevant event) notify Buyer orally and in writing (i) if any inquiries, proposals or requests for information concerning an Acquisition Transaction are received by the Company or any of the Company's officers, directors or employees or (ii) when either Company becomes aware that any such inquiries or proposals have been received by any of the Shareholders, or any of the Company's employees, investment bankers, financial advisors, attorneys, accountants or other representatives. The written notice shall include the identity of the third party making such inquiry, proposal or request and the terms and conditions thereof.

Section 5.10 Tax Matters.

(a) The Representative shall, at the Shareholders' expense, prepare or cause to be prepared all Tax Returns for the Company for all taxable periods ending on or prior to the Closing Date that are due after the Closing Date. All such Tax Returns shall be prepared in a manner consistent with past practice of the Company to the extent such past practice complies with applicable Law. No later than thirty (30) days prior to the due date (including extensions) for filing such Tax Returns, the Representative shall deliver the Tax Returns described in this Section 5.10(a) to Buyer for its review and comment. The Representative shall make all such changes as are reasonably requested by Buyer, and shall deliver the Tax Returns, completed as approved by Buyer and duly executed by an authorized Person, to Buyer no later than ten (10) days prior to the due date (including extensions) for filing such Tax Returns. Buyer or its Affiliate shall file or cause to be filed all such Tax Returns on or prior to the due date (including extensions) for filing

such Tax Returns, and shall timely pay all Taxes due as reflected on such Tax Returns. The Representative shall remit to Buyer, no later than five (5) days prior to the due date (including extensions) for filing such Tax Returns, the amount of any Taxes due as reflected on such Tax Returns to the extent such Taxes are not specifically reflected in the calculation of Estimated Taxes Payable. Not less than three (3) Business Days prior to the Closing Date, the Representative shall prepare and deliver to Buyer, in addition to the good faith estimate required by Section 2.7(a)(i), a detailed itemization and description of any Taxes due or owed which the Company seeks to include in the calculation of Taxes Payable.

(b) Buyer shall prepare or cause to be prepared and file or cause to be filed any Tax Returns of the Company for any Straddle Period (the "Straddle Returns"). All Straddle Returns shall be prepared in a manner consistent with past practices of the Company to the extent such past practice complies with applicable Law. No later than thirty (30) days prior to the due date (including extensions) for filing the Straddle Returns (or as soon as practicable after the Closing Date with respect to Straddle Returns that are due within sixty (60) days after the Closing Date), Buyer shall deliver the Straddle Returns to the Representative for review and comment. Buyer shall make all changes with respect to Straddle Returns as are reasonably requested by the Representative. Buyer shall file or cause to be filed the Straddle Returns on or prior to the due date (including extensions) for filing such Straddle Returns, and shall timely pay all Taxes due as reflected on such Straddle Returns. The Representative shall remit to Buyer an amount equal to the Taxes due as reflected on such Straddle Returns, to the extent that such Taxes (i) are apportioned to the portion of the Straddle Period ending on the Closing Date and (ii) are not specifically reflected in the calculation of Estimated Taxes Payable, at least five (5) days prior to the due date (including extensions) for filing such Straddle Returns. In the case of any Straddle Period, (i) real and personal property and similar ad valorem Taxes, sales Taxes, employment Taxes and other similar Taxes that, in each case, are not measured by or based on income or gross receipts shall be apportioned between the portion of such Straddle Period ending on the Closing Date and the portion of such Straddle Period beginning after the Closing Date on a daily pro-rata basis, and (ii) all other Taxes shall be apportioned between the portion of such Straddle Period ending on the Closing Date and the portion of such Straddle Period beginning after the Closing Date on a closing of the books basis.

(c) In the event of a Tax contest, audit, or other proceeding relating to a taxable period ending on or before the Closing Date (each a "Pre-Closing Tax Contest"), or a Straddle Period (each a "Straddle Period Tax Contest"), the following provisions shall control:

(i) No more than fifteen (15) days after Buyer or the Company receives written notice of a Pre-Closing Tax Contest or a Straddle Period Tax Contest, Buyer will notify the Representative in writing of such Pre-Closing Tax Contest or Straddle Period Tax Contest.

(ii) The Representative shall in good faith defend any Pre-Closing Tax Contest in a timely and commercially reasonably manner, at its own expense; provided, that Buyer shall have the right to participate, at its own expense, in any Pre-Closing Tax Contest; and provided, further, that the Representative shall not settle or compromise any such Pre-Closing Tax Contest without Buyer's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed. If the Representative fails to defend a Pre-Closing Tax Contest in a timely and commercially reasonable manner, then Buyer shall have the right to

control the defense of such Pre-Closing Tax Contest at the Shareholders' expense, in which event the Representative agrees to fully cooperate with Buyer.

(iii) Buyer shall have the right to control the defense of a Straddle Period Tax Contest; provided, that the Representative shall have the right to participate, at its own expense, in any Straddle Period Tax Contest; and provided, further, that Buyer shall not settle or compromise any such Straddle Period Tax Contest without the Representative's prior written consent, which consent shall not be unreasonably withheld, conditioned, or delayed.

(iv) In the event of any conflict between the provisions of this Section 5.10(c) and Section 8.4(b), this Section 5.10(c) shall control.

(d) Buyer, the Company and the Representative shall cooperate fully, as and to the extent reasonably requested by the other party, in connection with the preparation and filing of Tax Returns and any audit, litigation or other proceeding with respect to Taxes. Such cooperation shall include signing any Tax Returns, amended Tax Returns, claims or other documents necessary to settle any Tax controversy, executing powers of attorney, retaining and (upon the other party's request) providing records and information which are reasonably available and relevant to any such audit, litigation or other proceeding and making employees available on a mutually convenient basis to provide additional information and explanation of any material provided hereunder.

(e) The Company shall cause any Tax-sharing or similar agreements with respect to or involving the Company to be terminated as of the Closing Date, and after the Closing Date the Company shall not be bound thereby or have any liability thereunder.

(f) The Shareholders shall be entitled to receive from Buyer or the Company all refunds of Taxes with respect to a taxable period or portion of a Straddle Period ending on or before the Closing Date to the extent such refund of Taxes is not included or reflected in the calculation of Estimated Taxes Payable. Promptly upon receipt of any refund of Taxes, and in no event later than five (5) days after receipt by Buyer or the Company or any of its Affiliates, Buyer will, and will cause the relevant Company to deliver and pay over, by wire transfer of immediately available funds, such refund of Taxes to the Shareholders in accordance with their Pro Rata Portions.

(g) The Representative shall be liable for and shall pay in a timely manner all Transfer Taxes, regardless of the person on whom such Taxes are imposed by law. The Representative shall prepare and file any Tax Return required to be filed in connection with such Taxes and Buyer shall reasonably cooperate with the Representative in connection with the preparation and filing of such Tax Return.

(h) Notwithstanding anything in this Agreement to the contrary, with respect to any income Tax Return of the Company for a taxable period that includes the Closing Date, the Company shall (A) include IRS Form 3115 (and any similar or corresponding state or local tax forms, if applicable) pursuant to which the Company shall change its method of accounting from the cash method to the accrual method for U.S. federal and applicable state and local income tax purposes (the "Accrual Method Conversion"), (B) make an "eligible acquisition transaction

election" under Section 7.03(3)(d) of Rev. Proc. 2015-13 (and any corresponding or similar elections under applicable state and local Law) to utilize a one-year adjustment period for purposes of including any positive adjustments required under Section 481(a) of the Code with respect to the Accrual Method Conversion in the taxable year that includes the Closing Date, and the Representative shall cooperate in the making of such election, including by timely providing to the Company any forms, statements, or other documents reasonably necessary to effectuate such election, and (C) not apply the limitation in Section 481(b) of the Code and Treasury Regulations Section 1.481-2 for any adjustment required under Section 481(a) of the Code with respect to the Accrual Method Conversion.

Section 5.11 Conditions. Subject to Section 5.12, the Company and the Representative shall use their reasonable best efforts to cause the conditions set forth in Section 6.1 to be satisfied and to consummate the transactions contemplated by this Agreement and the other Transactions Documents as soon as reasonably possible and, in any event, prior to the Closing Date. Subject to Section 5.12, Buyer shall use its reasonable best efforts to cause the conditions set forth in Section 6.2 to be satisfied and to consummate the transactions contemplated by this Agreement and the other Transactions Documents as soon as reasonably possible and, in any event, prior to the Closing Date.

Section 5.12 Consents; Regulatory Filings.

(a) As promptly as reasonably practicable after the date of this Agreement, or at such earlier time as the parties may agree, each of the parties hereto shall provide any required notices to, and make any other required filings with, all Governmental Entities required to consummate the transactions contemplated by this Agreement. Subject to applicable Law and Section 5.12(c), upon request of any such Governmental Entity, each party shall promptly provide such Governmental Entity with any additional information and documentary material that may reasonably be requested by such Governmental Entity in connection with the transactions contemplated by this Agreement.

(b) In connection with the actions referenced in Section 5.12(b) of the Disclosure Schedule, the Company and Buyer shall consult and cooperate in all respects with one another, and consider in good faith the views of one another, in connection with any notice, application or other filing required to be made pursuant to the rules and regulations of any Governmental Entity; provided that, in the event of any conflict or disagreement between the Company or Representative on the one side and Buyer on the other side in connection with any notice, application or other filings made in respect of the OHA Approval, Buyer shall have the right to direct the matter that is the subject of any such conflict or disagreement after, to the extent reasonably practicable under the circumstances, considering in good faith comments and advice of the Company and the Representative (and its respective counsel); and provided further, that, notwithstanding the preceding clause or anything else in this Section 5.12(b) to the contrary, the Company shall have the right to review in advance any proposed notice, application or other filing and determine whether any non-public information regarding the Company and its business shall be submitted to any Governmental Entity, and if so, to require that: (i) such non-public information be removed from such notice, application or other filing prior to submission; or (ii) such information be submitted under applicable confidentiality protections. The Company, the Shareholders and the Representative shall promptly furnish to Buyer, and Buyer

and its Affiliates shall promptly furnish to the Company and the Representative, information required to be included in and reasonable assistance as the other may request in connection with the preparation of any notice, application or other filing required to be made pursuant to the rules and regulations of any Governmental Entity . Each party will: (i) promptly notify the other party of any written communication to that party from any Governmental Entity (in each case, solely with respect to the transactions contemplated by this Agreement) and, subject to applicable Law, permit the other party to review in advance any proposed written communication to any such Governmental Entity and consider for inclusion in good faith the other party's reasonable comments, (ii) not agree to participate in any substantive meeting or discussion with any such Governmental Entity in respect of any notice, filing, investigation or inquiry concerning the transactions contemplated by this Agreement unless, to the extent permitted by such Governmental Entity, it consults with the other party in advance and gives the other party the opportunity to attend and participate therein, and if the other party does not participate, keep such party apprised with respect thereto, and (iii) furnish the other party with copies of all correspondence, notices, filings and written communications between them and their Affiliates and their respective representatives on one hand, and any such Governmental Entity or its respective staff on the other hand, in connection with the transactions contemplated by this Agreement, except, each party may, as it deems advisable and necessary, reasonably designate material provided to the other party as "Outside Counsel Only Material," and also may reasonably redact the material as necessary to (A) remove personal (including financial) information, internal financial information or competitively sensitive information, (B) remove references concerning Buyer's valuation of the Company or the Company's evaluation of the transaction, (C) comply with contractual arrangements, or (D) prevent the loss of a legal privilege.

(c) Notwithstanding the foregoing or anything in this Agreement to the contrary, in no event shall any of the parties or any of their respective Affiliates be required under this Section 5.12 to (i) amend, assign or terminate existing material licenses or other material agreements or enter into such new material licenses or other material agreements, (ii) defend, contest or otherwise resist any administrative or judicial action or order, (iii) pay any material sums or concede anything of material value, or (iv) take any action as a result of any comprehensive review or other request for additional information or other inquiry from any Governmental Entity that is, in the reasonable judgment of Buyer, reasonably likely to result, directly or indirectly, in Buyer or any of its Affiliates taking any action set forth in the foregoing subsections (i) - (iii) or incurring costs (including the expenditure of internal resources and fees of third party advisors) in responding to such a review or request reasonably likely to exceed [redacted]. In the event any party determines in good faith that it would be required to take any action set forth in subsections (i)-(iv) in connection with the consummation of the Closing and makes the good faith determination that it shall decline to take any such action under this Section 5.12, then, in each case, such party shall promptly give written notice of the same to the other parties, with such notice including the information set forth in this Section 5.12 (the "Declined Action Notice"). Any Declined Action Notice delivered pursuant to this Section 5.12 shall contain the following information and representation: (A) a detailed description of the required action that is the basis for the delivery of the Declined Action Notice, including the good faith rationale for the parties' determination to decline to take such action; and (B) a representation that the basis for the Declined Action Notice has caused the party to reasonably determine that it would be impracticable or

materially injurious to the business of the party and/or its Affiliates (taken as a whole) to take such action and pursue the transactions contemplated by this Agreement

Section 5.13 Self-Disclosure; Cooperation.

(a) If Buyer, in its good faith discretion, determines after a comprehensive investigation of the relevant matter and prior to Closing that there is evidence the Company or any of its officers, directors, managers, or employees has engaged in activity resulting in a violation of civil or criminal laws with respect to the Business for which self-disclosure or self-reporting to the CMS, the OIG, the U.S. Department of Justice or other applicable Governmental Entity is required or a prudent course of action (each such matter, a "Potential Disclosure Matter"), then the Company shall take such action (each such action, and such other actions taken before the date hereof, a "Disclosed Matter") as soon as reasonably practicable but in any event prior to the earliest of (i) the date that such action is required by the applicable Governmental Entity, (ii) the date that is ten (10) days prior to the Closing Date and (iii) the date that is thirty (30) days following a written notice (email of counsel being sufficient for such purpose) by Buyer to the Company directing such action.

(b) The Company shall (i) submit any Disclosed Matter to the applicable Governmental Entity as directed by Buyer and (ii) provide to Buyer copies of any Disclosed Matter prior to submitting such Disclosed Matter to a Governmental Entity, and shall not submit any such Disclosed Matter to any Governmental Entity without the prior written consent of Buyer. From and after the time that any such Disclosed Matter is filed, the Company shall amend any such filed Disclosed Matters if Buyer determines in its good faith discretion that additional self-disclosure or information is necessary to comply with applicable Law or the applicable self-disclosure protocol. The Company shall promptly furnish to Buyer any written or electronic communication, or a narrative description of any verbal communication, to the Company from the applicable Governmental Entity with respect to such Disclosed Matters, and shall not provide any response with respect to such Disclosed Matters to the applicable Governmental Entity without the prior written consent of Buyer, except to the extent a response is required by the applicable Governmental Entity and Buyer fails to provide written consent prior to any applicable deadline for such response after having been provided a reasonable opportunity to provide written consent.

(c) From the date hereof and through the Closing Date, Buyer and the Company agree to reasonably cooperate with one another and provide the other and the Representative with continued access to all information, documents, people, and other resources directly or indirectly related to the Disclosed Matters and any Potential Disclosure Matter. From the date hereof and through the Closing Date, Buyer and the Company shall work together in good faith to complete the ongoing evaluation of the Potential Disclosure Matters.

Article VI
CONDITIONS TO THE CLOSING

Section 6.1 Conditions to Obligations of Buyer. The obligations of Buyer to consummate the Closing shall be subject to the satisfaction (or waiver, in whole or in part, to the

extent permitted by applicable Law, by Buyer in its sole discretion) at or prior to the Closing of each of the following conditions:

(a) ***Representations and Warranties and Covenants***.

(i) Each of the representations and warranties of the Company contained in Article III shall be true and correct in all material respects as of the date of this Agreement and as of the Closing Date as though made on and as of the Closing Date, except that (i) the accuracy of representations and warranties that, by their terms, expressly speak as of a specific date other than the date of this Agreement will be determined as of such date, and (ii) the accuracy of representations and warranties that are qualified by, or subject to an exception for, materiality, Material Adverse Effect or similar qualification, shall be true and correct in all respects; provided, however, that Company Fundamental Representations shall be true and correct in all respects in each case as of the date of this Agreement and as of the Closing Date as though made on and as of the Closing Date, except to the extent such representations and warranties expressly speak as of a specific date other than the date of this Agreement, in which case as of such date;

(ii) The Company shall have duly performed or complied in all material respects with all agreements and covenants required by this Agreement to be performed or complied with by it, in each case on or prior to the Closing Date; and

(iii) The Company shall have delivered to Buyer a certificate signed by an officer of the Company, dated as of the Closing Date, stating that the conditions set forth in Section 6.1(a)(i) and Section 6.1(a)(ii) have been satisfied.

(b) ***No Injunctions or Restraints***. No temporary restraining order, preliminary or permanent injunction or other judgment, order or decree issued by any Governmental Entity or other Law (collectively, "Restraints") shall be in effect, threatened or pending restraining or preventing the consummation of the transactions contemplated by this Agreement or the other Transaction Documents; provided, however, that Buyer shall not have initiated such Restraint or taken any action in support of such Restraint.

(c) ***Approvals***. Any required approvals or applicable waivers from, or notice to be made to, any Governmental Entity shall have been obtained and made (including without limitation the OHA Approval).

(d) ***Required Consents***. The Company shall have obtained written consents from each of the third parties set forth on Section 6.1(d) of the Disclosure Schedule and provided Buyer a copy of each such consent in a form reasonably acceptable to Buyer.

(e) ***Owned Property Transfer***. The Company shall have caused the Owned Property Transfer to occur.

(f) ***Company Shareholder Approval***. The Company shall have delivered the Company Shareholder Approval to Buyer.

(g) ***Letters of Transmittal***. Each Shareholder included in the Company Shareholder Approval shall have executed and delivered a Letter of Transmittal.

(h) ***No Material Adverse Effect***. Since the date hereof, no Material Adverse Effect shall have occurred.

(i) ***Employment Amendments and Acknowledgments***. Except for the individuals set forth on Section 6.1(i) of the Disclosure Schedule, both (i) [redacted] of the providers with employment agreements with the Company who are Shareholders shall have entered into amendments and acknowledgments with respect to such provider's employment agreement with the Company, substantially in the form attached as Exhibit J and (ii) [redacted] of the providers with employment agreements with the Company who are not Shareholders shall have entered into amendments with respect to such provider's employment agreement with the Company, substantially in the form attached as Exhibit K or Exhibit L, as applicable.

(j) ***Retention Agreements***. The Retention Agreement (including any provision therein) shall not have been repudiated or rescinded by James Kaech.

(k) ***Noncompetition and Nonsolicitation Agreements***. The Noncompetition and Nonsolicitation Agreements (including any provision therein) shall not have been repudiated or rescinded by any party thereto.

(l) ***Resignation of Officers and Directors***. Buyer shall have received the written resignation and releases, in form and substance reasonably acceptable to Buyer, of each director, manager or officer of the Company.

(m) ***Closing Deliverables***. The Buyer shall have received all documents required to be delivered by Buyer pursuant to Section 2.6(a).

Section 6.2 Conditions to Obligations of the Company.

The obligations of the Company to effect the Closing shall be subject to satisfaction (or waiver, in whole or in part, to the extent permitted by applicable Law, by the Representative in its sole discretion) at or prior to the Closing of each of the following conditions:

(a) ***Representations and Warranties and Covenants***.

(i) Each of the representations and warranties of Buyer contained in Article IV shall be true and correct in all material respects as of the date of this Agreement and as of the Closing Date as though made on and as of the Closing Date, except that (i) the accuracy of representations and warranties that, by their terms, expressly speak as of a specific date other than the date of this Agreement will be determined as of such date, and (ii) the accuracy of representations and warranties that are qualified by, or subject to an exception for, materiality, material adverse effect or similar qualification, shall be true and correct in all respects; provided, however, that the Buyer Fundamental Representations shall be true and correct in all respects in each case as of the date of this Agreement and as of the Closing Date as though made on and as of

the Closing Date, except to the extent such representations and warranties expressly speak as of a specific date other than the date of this Agreement, in which case as of such date;

(ii) Buyer shall have duly performed or complied in all material respects with all agreements and covenants required by this Agreement to be performed or complied with by it on or prior to the Closing Date; and

(iii) Buyer shall have delivered to the Company a certificate signed by an officer of Buyer, dated as of the Closing Date, stating that the conditions set forth in Section 6.2(a)(i) and Section 6.2(a)(ii) have been satisfied.

(b) ***No Injunctions or Restraints***. No Restraints shall be in effect, threatened or pending restraining or preventing the consummation of the transactions contemplated by this Agreement or the other Transaction Documents; provided, however, that neither the Company nor the Representative shall have initiated such Restraint or taken any action in support of such Restraint.

(c) ***Approvals***. Any required approvals or applicable waivers from, or notice to be made to, any Governmental Entity shall have been obtained and made (including without limitation the OHA Approval).

(d) ***Closing Deliverables***. Buyer shall have delivered all documents required to be delivered by Buyer pursuant to Section 2.6(b).

Section 6.3 Frustration of Closing Conditions. Neither Buyer nor the Company may rely, either as a basis for not consummating the transactions contemplated by this Agreement or terminating this Agreement and abandoning the transactions contemplated hereby, on the failure of any condition set forth in Section 6.1 or Section 6.2, as the case may be, to be satisfied if such failure was caused by such party's breach of any provision of this Agreement.

Article VII
TERMINATION

Section 7.1 Termination of Agreement. This Agreement may be terminated as follows:

(a) by mutual written consent of Buyer and the Representative at any time prior to the Closing Date;

(b) by the written notice of Buyer or the Representative to the other if the Closing shall not have occurred on or prior to the date that is twelve (12) months from the date hereof (the "Outside Date"); provided, however, that the right to terminate this Agreement under this Section 7.1(b) shall not be available to any party whose failure to fulfill any obligation under this Agreement shall have been the cause of, or shall have resulted in, the failure of the Closing to occur on or prior to such date;

(c) by the written notice of the Representative to Buyer (provided, that the Company is not then in material breach of any representation, warranty, covenant or other

agreement contained herein) if Buyer shall have breached or failed to perform in any material respect its covenants or other agreements contained herein or if any representation or warranty of Buyer contained herein shall be or shall have become inaccurate in any material respect, which breach, failure to perform or inaccuracy would (if it occurred or was continuing as of the Closing Date) result in a failure of the conditions set forth in Section 6.2(a)(i) or Section 6.2(a)(ii) to be satisfied; provided, however, if such breach, failure to perform or inaccuracy may be cured by Buyer through the use of its reasonable best efforts, Buyer shall have 30 days after receipt of such notice to cure such breach and the Representative may not terminate this Agreement under this Section 7.1(c) during such 30-day period (no such cure period shall be available or applicable to any such breach, failure to perform or inaccuracy which by its nature cannot be cured prior to the Outside Date);

(d) by the written notice of Buyer to the Representative (provided, that Buyer is not then in material breach of any representation, warranty, covenant or other agreement contained herein) if the Company shall have breached or failed to perform in any material respect its covenants or other agreements contained herein or if any representation or warranty of the Company contained herein shall be or shall have become inaccurate in any material respect, which breach, failure to perform or inaccuracy would (if it occurred or was continuing as of the Closing Date) result in a failure of the conditions set forth in Section 6.1(a)(i) or Section 6.1(a)(ii) to be satisfied, provided, however, if such breach, failure to perform or inaccuracy may be cured by the Company through the use of reasonable best efforts, the Representative shall have 30 days after receipt of such notice to cure such breach and Buyer may not terminate this Agreement under this Section 7.1(d) during such 30-day period (no such cure period shall be available or applicable to any such breach, failure to perform or inaccuracy which by its nature cannot be cured prior to the Outside Date);

(e) by the written notice of Buyer to the Representative following delivery of a Declined Action Notice;

(f) by the written notice of Buyer or the Representative to the other if there shall be any Law that makes consummation of the transactions contemplated by this Agreement illegal or otherwise prohibited or if any Restraint restraining or enjoining Buyer or the Company from consummating the transactions contemplated by this Agreement is entered; provided, however, that the right to terminate this Agreement under this Section 7.1(f) shall not be available to a party that initiated such Restraint or took action in support of such Restraint;

(g) by the written notice of Buyer to the Representative if (i) the Company Shareholder Approval is not delivered by the Company to Buyer on or prior to the Deadline; or (ii) at any time prior to the Closing, the Company Shareholder Approval is revoked, amended or modified in a manner that results in holders of less than ninety-two percent (92%) of the Shares executing such Company Shareholder Approval;

(h) by the written notice of Buyer or the Representative to the other if the OHA Approval is not received by the Company on or prior to the Outside Date; provided, however, that the right to terminate this Agreement under this Section 7.1(h) shall not be available to such party if its failure to fulfill any obligation under this Agreement shall have been the cause of, or shall have resulted in, the failure of the OHA Approval to occur on or prior to the Outside Date.

Section 7.2 Effect of Termination. In the event of termination of this Agreement by a party hereto pursuant to Section 7.1 hereof, written notice thereof shall forthwith be given by the terminating party to the other parties hereto, and this Agreement shall thereupon terminate and become void and have no effect, and the transactions contemplated hereby shall be abandoned without further action by the parties hereto, except that the provisions of Section 5.3 and Section 5.4, this Section 7.2, and Article IX shall survive the termination of this Agreement (in each case including the respective meanings ascribed in this Agreement to the capitalized terms contained therein); provided, however, that such termination shall not relieve any party hereto of any liability or damages incurred or suffered by another party, to the extent such liabilities or damages were the result of the intentional and material breach by such party of any of its representations, warranties, covenants or other agreements set forth in this Agreement.

Article VIII
INDEMNIFICATION

Section 8.1 Survival.

(a) The representations and warranties of the Company contained in Article III and of Buyer contained in Article IV shall survive the Closing for a period of eighteen (18) months following the Closing, except that (a) the representations and warranties contained in Section 3.10 (Compliance with Laws), Section 3.11 (Regulatory Matters), Section 3.12 (Employee Benefit Plans), Section 3.14 (Taxes) and Section 3.18 (Environmental Matters) (the "SOL Representations") shall survive until sixty (60) days after the expiration of the applicable statute of limitations, and (b) the Company Fundamental Representations and the Buyer Fundamental Representations shall survive the Closing indefinitely.

(b) All covenants and agreements contained herein shall survive indefinitely or for the shorter period specified therein, except that for such covenants that survive for a shorter period, breaches thereof shall survive indefinitely.

Section 8.2 Indemnification.

(a) Subject to the limitations set forth in this Article VIII, the Shareholders shall, jointly and severally, indemnify and defend Buyer and its Affiliates (including, following the Closing, the Company) and their respective managers, officers, directors, employees, agents, successors and assigns (the "Buyer Indemnified Parties") against, and shall hold them harmless from, any and all costs, losses, damages, liabilities, demands, actions or causes of action (including third party claims), charges, interest, judgments, sanctions, fines, penalties, settlements, and reasonable fees and expenses (including reasonable legal, accounting and investigation fees and expenses) in connection with any of the foregoing or similar damages incurred, sustained or suffered by them (collectively, "Losses") attributable to, resulting from or arising out of:

(i) any breach or inaccuracy of any of the representations or warranties of the Company contained in Article III of this Agreement both when made and as of the Closing Date, as though made on and as of the Closing Date (except to the extent such representations and warranties expressly speak as of a specific date other than the date of this Agreement, in which case a breach or inaccuracy as of such date) or any closing certificate delivered by the Company

pursuant to this Agreement, in each case without giving effect to any qualifications as to materiality, Material Adverse Effect or similar qualifications contained in such representations and warranties;

(ii) the breach of any covenant, undertaking, agreement or other obligation of the Company or the Representative contained in this Agreement and the other Transaction Documents;

(iii) any inaccuracy in the calculation of the Closing Consideration, and the determination by the Company or the Representative of the allocation of the Closing Consideration or any other amounts payable pursuant to the Transaction Documents;

(iv) the exercise of Dissenters' Rights by any Shareholder in connection with the transactions contemplated by this Agreement;

(v) Taxes (or the non-payment thereof) of, or attributable to, (A) the Company for all taxable periods or portions thereof ending on or prior to the Closing Date, other than Taxes specifically reflected in the calculation of Estimated Taxes Payable and (B) any Person (other than the Company) for which the Company may be liable as a transferee or successor, by Contract or otherwise;

(vi) the fraud, willful misconduct or intentional misrepresentation of the Shareholders at any time or of the Company at or prior to the Closing; or

(vii) the matters set forth on Schedule 8.2(a)(vii).

(b) Buyer shall, subject to the limitations set forth in this Article VIII, indemnify and defend the Shareholders and their Affiliates and their respective managers, officers, directors, employees, agents, successors and assigns (the "Shareholder Indemnified Parties") against, and shall hold them harmless from, any and all Losses attributable to, resulting from or arising out of:

(i) any breach or inaccuracy of any of the representations or warranties of Buyer contained in Article IV of this Agreement both when made and as of the Closing Date, as though made on and as of the Closing Date (except to the extent such representations and warranties expressly speak as of a specific date other than the date of this Agreement, in which case a breach or inaccuracy as of such date) or any closing certificate delivered by Buyer pursuant to this Agreement, in each case without giving effect to any qualifications as to materiality, material adverse effect or similar qualifications contained in such representations and warranties;

(ii) the breach of any covenant, undertaking, agreement or other obligation of Buyer contained in this Agreement; or

(iii) the fraud, willful misconduct or intentional misrepresentation of Buyer.

Section 8.3 Limitations on Indemnification.

(a) ***Basket Amount***. Other than (i) for Losses resulting from claims brought on the basis of fraud, willful misconduct or intentional misrepresentation or (ii) Losses incurred as a result of inaccuracies of any SOL Representations, Company Fundamental Representations or Buyer Fundamental Representations, none of the Buyer Indemnified Parties nor the Shareholder Indemnified Parties (as applicable, an "Indemnified Party") shall be entitled to indemnification pursuant to this Article VIII for any Losses under Section 8.2(a)(i) or Section 8.2(b)(i), as applicable, unless and until the aggregate amount of such Losses suffered, sustained or incurred by all of the Buyer Indemnified Parties, collectively, under Section 8.2(a)(i) or all of the Shareholder Indemnified Parties, collectively, under Section 8.2(b)(i), as applicable, that would otherwise be indemnifiable exceeds [redacted] (the "Basket Amount"), at which point the obligations to provide indemnification to the applicable Indemnified Party shall be for the aggregate amount of such Losses that are in excess of the Basket Amount.

(b) ***Cap Amount***. Other than (i) for Losses resulting from claims brought on the basis of fraud, willful misconduct or intentional misrepresentation or (ii) Losses incurred as a result of inaccuracies of any SOL Representations, Company Fundamental Representations or Buyer Fundamental Representations, the maximum aggregate liability of the Shareholders or Buyer (as applicable, the "Indemnifying Parties") to any Buyer Indemnified Party or Shareholder Indemnified Party, as applicable, for any Losses under Section 8.2(a)(i) or Section 8.2(b)(i), as applicable, shall not exceed [redacted].

(c) ***Additional Limitations***.

(i) For the purposes of determining (A) whether any breach of any representation or warranty contained in this Agreement has occurred and (B) the amount of Loss resulting from any such breach, the determination shall, in each case, be made without giving effect to any qualifications as to "materiality," "Material Adverse Effect," or similar qualifications contained in such representations and warranties.

(ii) The amount of any Losses suffered, sustained or incurred by any Indemnified Parties shall be reduced by the amount such Indemnified Parties actually recovered (after deducting all attorneys' fees, expenses and other costs of recovery (including any deductible amount) and any resultant increase in insurance premiums of the Indemnified Party) from any insurer (excluding self-insurance or captive insurance) or other Person then liable for such Losses.

(iii) If any Indemnified Parties receive any amounts under insurance coverage (excluding self-insurance or captive insurance) or from any Person with respect to Losses sustained at any time subsequent to any payment to such Indemnified Parties pursuant to this Article VIII, then such Indemnified Parties shall promptly reimburse the applicable Indemnifying Parties (to an account designated by such Indemnifying Parties) for any payment made up to such amount received under insurance coverage with respect to such Losses (subject to the limitations set forth in Section 8.3(c)(i)).

(iv) No claim for indemnification may be asserted under this Article VIII following the expiration of the applicable survival period, as provided in Section 8.1, of the representation or warranty that is the basis for such claim; provided, however, that if, at any time prior to the expiration of the applicable survival period, an Indemnified Party delivers to the

Representative or Buyer, as applicable, a written notice of an alleged inaccuracy or breach of any representation or warranty, then the claim asserted in such notice shall survive the applicable expiration date until such time as such claim is fully and finally resolved.

(v) Except to the extent such amounts are paid to any third party in respect of a third party claim, in no event shall Losses include any amounts or damages that are punitive, consequential (including diminution of value, loss of future revenue or income or loss of business reputation or opportunity) or special (it being understood that "special" or "consequential" damages shall mean damages that were neither probable nor reasonably foreseeable as a result of a breach of this Agreement).

(vi) The Shareholders and Buyer shall take, and cause their respective Affiliates to take, commercially reasonable steps to mitigate any Losses upon becoming aware of any event or circumstance that would be reasonably expected to, or does, give rise thereto; provided, however, that this Section 8.3(d)(vi) shall neither expand nor limit the obligations of the parties to so mitigate under applicable Laws.

(vii) Except in the case of fraud, willful misconduct or intentional misrepresentation, the aggregate liability of the Shareholders under this Agreement shall not exceed the Purchase Price.

Section 8.4 Claim Procedure.

(a) ***Inter-Party Claims***. If a claim for Losses (a "Claim") is to be made by any Indemnified Party that does not involve a third party, such Indemnified Party shall give written notice (a "Claim Notice") to the Representative (and, prior to the eighteen (18) month anniversary of the Closing Date, the Escrow Agent) if the Claim Notice is being given by a Buyer Indemnified Party and to Buyer if the Claim Notice is being given by a Shareholder Indemnified Party, in each case, within a reasonable time after such Indemnified Party becomes aware of any fact, condition or event giving rise to Losses for which indemnification may be sought under Section 8.2, which Claim Notice shall specify in reasonable detail, to the extent reasonably known and practicable at such time, the amount of the Claim and each individual item of Loss included in the amount so stated, the date (if any) such item was suffered, sustained or incurred and the basis for indemnification. The failure of any Indemnified Party to give timely notice hereunder shall not affect such Indemnified Party's rights to indemnification hereunder, except to the extent the applicable Indemnifying Parties are actually prejudiced by such delay or failure, in which case the amount of reimbursement to which the Indemnified Party is entitled shall be reduced by the amount, if any, by which the Indemnified Party's Losses would have been less had such Claim Notice been timely given. If the applicable Indemnifying Parties notify the Indemnified Party that they do not dispute the claim described in such Claim Notice or fail to respond within thirty (30) days following receipt of such Claim Notice, the Losses identified in the Claim Notice will be conclusively deemed a liability of the Indemnifying Party under Section 8.2(a) or Section 8.2(b), as applicable. If the applicable Indemnifying Parties dispute their liability with respect to such Claim or the estimated amount of such Losses pursuant to this Section 8.4 within thirty (30) days following receipt of such Claim Notice, the parties shall attempt in good faith to resolve such dispute; provided, that if such dispute has not been resolved within thirty (30) days following

receipt of such dispute of the Claim Notice, then the Indemnifying Party and the Indemnified Party may seek legal redress in accordance with Article IX.

(b) ***Third Party Claims***.

(i) If any Indemnified Party receives notice of the assertion of any Claim or the commencement of any Action by a third party with respect to a matter subject to indemnity hereunder (a "Third Party Claim"), notice thereof (a "Third Party Notice") shall promptly (and in any event within thirty (30) days following the earlier of receipt of such notice or the Indemnified Party's awareness of such Third Party Claim) be given to the Representative (and, prior to the eighteen (18) month anniversary of the Closing Date, the Escrow Agent) if the Third Party Notice is being given by a Buyer Indemnified Party and to Buyer if the Third Party Notice is being given by a Shareholder Indemnified Party, which Third Party Notice shall specify the basis for any anticipated liability and the nature of the misrepresentation, default, breach of warranty, breach of covenant or claim to which each such item is related, and will include copies of all notices and documents (including court papers) served on or received by the Indemnified Party. The failure of any Indemnified Party to give timely notice hereunder shall not affect such Indemnified Party's rights to indemnification hereunder, except to the extent such delay or failure actually prejudices the Indemnifying Parties' ability to defend such Third Party Claim, and the amount of reimbursement to which the Indemnified Party is entitled shall be reduced by the amount, if any, by which the Indemnified Party's Losses would have been less had such Third Party Notice been timely delivered. After receipt of a Third Party Notice, the Indemnifying Parties shall have the right, but not the obligation, by providing written notice to the Indemnified Party, to (i) take control of the defense and investigation of such Third Party Claim at the Indemnifying Party's sole cost and expense, (ii) employ and engage attorneys of its, his or her own choice (subject to the approval of the Indemnified Party, such approval not to be unreasonably withheld, conditioned or delayed) to handle and defend the same, at the Indemnifying Party's sole cost and expense, and (iii) compromise or settle such Third Party Claim, which compromise or settlement shall be made only with the written consent of the Indemnified Party; provided, that such consent will not be required if such settlement includes an unconditional release of the Indemnified Party and provides solely for payment of monetary damages for which the Indemnified Party will be indemnified in full under this Agreement.

(ii) In the event that the Indemnifying Party desires to defend the Indemnified Party against a Third Party Claim, (i) the Indemnifying Party shall use its reasonable best efforts to defend diligently such Third Party Claim, (ii) the Indemnified Party, prior to the period in which the Indemnifying Party assumes the defense of such matter, may take such reasonable actions to preserve any and all rights with respect to such matter, without such actions being construed as a waiver of the Indemnified Party's rights to defense and indemnification pursuant to this Agreement, and (iii) the Indemnifying Party shall be deemed to have agreed that it shall indemnify the Indemnified Party for all Losses resulting from such Third Party Claim pursuant to and subject to the terms and conditions of this Article VIII. The Indemnified Party shall cooperate in all reasonable respects, at the Indemnifying Parties' request, with the Indemnifying Parties and their attorneys in the investigation, trial and defense of such Third Party Claim and any appeal arising therefrom, including, if appropriate and related to such Third Party Claim, in making any counterclaim against the third party claimant, or any cross complaint against any Person, in each case, at the expense of the Indemnifying Parties. The Indemnified Party may,

at its own sole cost and expense, monitor and further participate in (but not control) the investigation, trial and defense of such Third Party Claim and any appeal arising therefrom; provided, however, if (a) the employment of counsel shall have been authorized in writing by the Indemnifying Parties in connection with the defense of such Third Party Claim, (b) the Indemnifying Parties shall not have employed, or are prohibited under this Section 8.4 from employing, counsel in the defense of such Third Party Claim, or (c) such Indemnified Party shall have reasonably concluded that a conflict or potential conflict exists between the Indemnified Party and the Indemnifying Parties or there may be defenses available to the Indemnified Party that are contrary to, or inconsistent with, those available to the Indemnifying Parties, then, in any such event, the fees and expenses of not more than one additional counsel for the Indemnified Party shall be borne by the Indemnifying Parties.

(iii) Notwithstanding anything in this Section 8.4(b) to the contrary, if (A) the Indemnifying Parties elect not to assume such defense and investigation or do not acknowledge in writing within a reasonable period, but no later than thirty (30) days, after receipt of the Third Party Notice their obligation to indemnify the Indemnified Party against any Losses arising from such Third Party Claim, (B) fail to actively and diligently, with legal counsel reasonably acceptable to the Indemnified Party, conduct the defense of the Third Party Claim, (C) such Third Party Claim seeks an injunction or other equitable remedies in respect of the Indemnified Party or its business or involves any Governmental Entity, (D) such Third Party Claim is reasonably likely to result in liabilities that, taken with other then-existing claims under this Article VIII, would not be fully indemnified hereunder, (E) the Indemnified Party has been advised by counsel that an actual or potential conflict of interest exists between the Indemnified Party and the Indemnifying Parties in connection with the defense of the Third Party Claim, (F) such Third Party Claim seeks a finding or admission of a violation of Law or violation of the rights of any Person by the Indemnified Party or any of its Affiliates, or (G) such Third Party Claim relates to any ongoing business of the Indemnified Party (which, in the case of Buyer, shall include the Company), then the Indemnified Party shall have the right, but not the obligation (upon delivering notice to such effect to the Indemnifying Parties) to retain separate counsel of its choosing, defend such Third Party Claim and have the sole power to direct and control such defense (all at the cost and expense of the Indemnifying Parties); it being understood that the Indemnified Party's right to indemnification for a Third Party Claim shall not be adversely affected by assuming the defense of such Third Party Claim. Notwithstanding anything herein to the contrary, whether or not the Indemnifying Party shall have assumed the defense of such Third Party Claim, the Indemnified Party shall not settle, compromise or pay such Third Party Claim for which it seeks indemnification hereunder without the prior written consent of the Indemnifying Party, which consent shall not be unreasonably withheld, conditioned or delayed.

(iv) The Indemnified Party and the Indemnifying Parties shall use their reasonable best efforts to avoid production of confidential information (consistent with Law), and to cause all communications among employees, counsel and others representing any party to a Third Party Claim to be made so as to preserve any applicable attorney-client or work-product privileges.

Section 8.5 Indemnification Payments. Any payment under this Article VIII shall be treated as an adjustment to the Purchase Price for Tax purposes and shall be made by wire transfer of immediately available funds.

Section 8.6 Payments Initially from Escrow.

(a) Subject to the terms and conditions of this Article VIII (including the right to offset under Section 8.8), any payments to be made pursuant to Section 8.2(a), shall first be paid to any Buyer Indemnified Party from the Indemnity Escrow Fund and then, and only to the extent there is no amount remaining in the Indemnity Escrow Fund, shall be paid, jointly and severally, directly by the Shareholders individually.

(b) Any release of funds from the Indemnity Escrow Fund pursuant to Section 8.6(a), this Section 8.6(b) or pursuant to Section 2.7 shall be subject to the terms of the Escrow Agreement and the provisions for dispute of indemnification claims contained therein. In particular, the Escrow Agent shall release to the Paying Agent, for distribution to the Shareholders, in accordance with their Pro Rata Portions, as follows:

(i) on the date which is eighteen (18) months following the Closing Date (the "Release Date"), all of the then-remaining Indemnity Escrow Fund in excess of any amounts with respect to (I) which Buyer Indemnified Parties have asserted a claim for, but not yet received, disbursement from the Escrow Account, and (II) any unresolved claims of Buyer Indemnified Parties for indemnification under this Agreement (all such claims in Section 8.6(b)(i)(I) and Section 8.6(b)(i)(II) being hereinafter referred to as "Pending Claims"); and

(ii) promptly upon resolution pursuant to the Escrow Agreement and Section 8.4 of this Agreement of any Pending Claims existing as of the Release Date, all of the then-remaining Indemnity Escrow Fund that would have been released from the Indemnity Escrow Fund to the Shareholders as of the Release Date in absence of such Pending Claim that is not payable to Buyer Indemnified Parties in accordance with such resolution.

Section 8.7 Exclusive Remedy. The parties acknowledge and agree that, following the Closing, (i) the indemnification obligations of the Shareholders under this Article VIII and the remedies set forth herein shall constitute the sole and exclusive remedies of the Buyer Indemnified Parties for any breach of or inaccuracy in any representation or warranty of Company set forth in this Agreement, and any breach, non-fulfillment or default in the performance of any covenant or agreement of the Company set forth in this Agreement and (ii) the indemnification obligations of Buyer under Article VIII and the remedies set forth herein shall constitute the sole and exclusive remedies of the Shareholder Indemnified Parties for any breach of or inaccuracy in any representation or warranty of Buyer set forth in this Agreement, and any breach, non-fulfillment or default in the performance of any covenant or agreement of Buyer set forth in this Agreement; provided, however, that the limitations set forth above shall not apply to the remedies provided in Section 9.15, any Post-Closing Adjustment Amount, any claims brought on the basis of fraud, intentional misrepresentation or willful misconduct or enforcing any Indemnifying Party's indemnification obligations hereunder with respect to such covenant, undertaking, agreement or other obligation.

Section 8.8 Right of Offset. Buyer may offset any amounts to which it or any other Buyer Indemnified Party may be entitled under the terms of this Agreement against amounts otherwise payable by it or any other Buyer Indemnified Party under this Agreement (including any Post-Closing Adjustment Amount). Neither the exercise of, nor the failure to exercise, such right

of offset shall constitute an election of remedies or limit any Buyer Indemnified Party in any manner in the enforcement of any other remedies that may be available to it hereby.

Section 8.9 Claims Unaffected by Investigation. The right of an Indemnified Party to indemnification or to assert or recover on any claim shall not be affected by any investigation conducted with respect to, or any information received or knowledge acquired (or capable of being received or acquired) at any time, whether before or after the execution and delivery of this Agreement or the Closing Date, with respect to the accuracy of or compliance with any of the representations, warranties, covenants, or agreements set forth in this Agreement. The waiver of any condition based on the accuracy of any representation or warranty, or on the performance of or compliance with any covenant or agreement, shall not affect the right to indemnification or other remedy based on such representations, warranties, covenants or agreements.

Article IX
MISCELLANEOUS

Section 9.1 Assignment; Binding Effect. This Agreement and the other Transaction Documents and the rights hereunder and thereunder are not assignable by any party hereto unless such assignment is consented to in writing by Buyer, with respect to any assignment by the Company, or by the Representative, with respect to any assignment by Buyer; provided, however, that Buyer shall have the right, without the consent of any other party, to assign its rights or delegate its responsibilities, liabilities and obligations under this Agreement to (a) any Affiliate of Buyer, provided, that Buyer shall each remain liable for the performance of its obligations hereunder, (b) any purchaser of all or substantially all of the assets or stock of Buyer, or (c) to lenders to Buyer or any Affiliate of Buyer as security for borrowings, at any time whether prior to or following the Closing Date without consent. Subject to the preceding sentence, this Agreement and all the provisions hereof shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns.

Section 9.2 Choice of Law. This Agreement shall be governed by and interpreted and enforced in accordance with the Laws of the State of Delaware, without giving effect to the conflicts of law principles thereof.

Section 9.3 Consent to Jurisdiction and Service of Process. ALL JUDICIAL PROCEEDINGS BROUGHT AGAINST THE PARTIES ARISING OUT OF OR RELATING TO THIS AGREEMENT, OR ANY OBLIGATIONS HEREUNDER, SHALL BE BROUGHT IN THE COURT OF CHANCERY OF THE STATE OF DELAWARE OR ANY FEDERAL COURT OF COMPETENT JURISDICTION IN THE STATE OF DELAWARE. BY EXECUTING AND DELIVERING THIS AGREEMENT, THE PARTIES, IRREVOCABLY (I) ACCEPT GENERALLY AND UNCONDITIONALLY THE EXCLUSIVE JURISDICTION AND VENUE OF SUCH COURTS; (II) WAIVE ANY OBJECTIONS WHICH SUCH PARTY MAY NOW OR HEREAFTER HAVE TO THE LAYING OF VENUE OF ANY OF THE AFORESAID ACTIONS OR PROCEEDINGS ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT BROUGHT IN SUCH COURTS AND HEREBY FURTHER IRREVOCABLY WAIVE AND AGREE NOT TO PLEAD OR CLAIM IN ANY SUCH COURT THAT SUCH ACTION OR PROCEEDING BROUGHT IN ANY SUCH COURT HAS BEEN

BROUGHT IN AN INCONVENIENT FORUM; (III) AGREE THAT SERVICE OF ALL PROCESS IN ANY SUCH PROCEEDING IN ANY SUCH COURT MAY BE MADE BY REGISTERED OR CERTIFIED MAIL, RETURN RECEIPT REQUESTED, TO SUCH PARTY AT THEIR RESPECTIVE ADDRESSES PROVIDED IN ACCORDANCE WITH Section 9.4; AND (IV) AGREE THAT SERVICE AS PROVIDED IN CLAUSE (III) ABOVE IS SUFFICIENT TO CONFER PERSONAL JURISDICTION OVER SUCH PARTY IN ANY SUCH PROCEEDING IN ANY SUCH COURT, AND OTHERWISE CONSTITUTES EFFECTIVE AND BINDING SERVICE IN EVERY RESPECT. THE PARTIES HERETO IRREVOCABLY WAIVE, AND AGREE TO CAUSE THEIR SUBSIDIARIES TO WAIVE, THE RIGHT TO TRIAL BY JURY IN ANY ACTION TO ENFORCE OR INTERPRET THE PROVISIONS OF THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

Section 9.4 Notices. All notices, requests, demands, waivers and other communications required or permitted to be given under this Agreement to any party hereunder shall be in writing and deemed given upon (a) personal delivery, (b) confirmed delivery by a standard overnight carrier or when delivered by hand or (c) when mailed in the United States by certified or registered mail, postage prepaid, addressed at the following addresses (or at such other address for a party as shall be specified by notice given hereunder):

If to Buyer, to:

UnitedHealth Group Incorporated
9900 Bren Road East
Minnetonka, MN 55343
Attention: Executive Vice President and Chief Legal Officer
Attention: Vice President, Corporate Development

With copies to (which shall not constitute receipt of notice hereunder):

Dorsey & Whitney LLP
Suite 1500
50 South Sixth Street
Minneapolis, MN 55402
Attention: Brian Moore; Rachel Benedict
Email: moore.brian@dorsey.com; benedict.rachel@dorsey.com

If to the Representative, to:

Dr. Jeffrey Robinson
1705 Waverly Drive SE
Albany, OR 97322
Email: Jeffrey.Robinson@corvallis-clinic.com

With copies to (which shall not constitute receipt of notice hereunder):

Schwabe, Williamson & Wyatt, P.C.
1211 SW Fifth Avenue
Suite 1900
Portland, OR 97204
Attn: Darius Hartwell, Jonathan French
Email: dhartwell@schwabe.com, jfrench@schwabe.com

If to the Company (prior to the Closing), to:

James Kaech
444 NW Elks DR
Corvallis, OR 97330
Email: James.Kaech@corvallis-clinic.com

With copies to (which shall not constitute receipt of notice hereunder):

Schwabe, Williamson & Wyatt, P.C.
1211 SW Fifth Avenue
Suite 1900
Portland, OR 97204
Attn: Darius Hartwell, Jonathan French
Email: dhartwell@schwabe.com, jfrench@schwabe.com

All such notices, requests and other communications will (x) if delivered personally to the address as provided in this Section 9.4 or by e-mail to the e-mail address as provided for in this Section 9.4, be deemed given on the day so delivered, or, if delivered after 5:00 p.m. Central Time or on a day other than a Business Day, then on the next following Business Day, (y) if delivered by mail in the manner described above to the address as provided in this Section 9.4, be deemed given on the earlier of the third (3rd) Business Day following mailing or upon receipt, and (z) if delivered by overnight courier to the address as provided for in this Section 9.4, be deemed given on the earlier of the first (1st) Business Day following the date sent by such overnight courier or upon receipt, in each case regardless of whether such notice, request or other communication is received by any other Person to whom a copy of such notice is to be delivered pursuant to this Section 9.4. Any Party from time to time may change its address, e-mail address or other information for the purpose of notices to that Party by giving notice specifying such change to the other Parties.

Section 9.5 Headings. The headings contained in this Agreement are inserted for convenience only and shall not be considered in interpreting or construing any of the provisions contained in this Agreement.

Section 9.6 Fees and Expenses. Except as otherwise specified in this Agreement or in the other Transaction Documents, each party hereto shall bear its own costs and expenses (including investment advisory and legal fees and expenses) incurred in connection with this Agreement and the transactions contemplated hereby.

Section 9.7 Entire Agreement. This Agreement together with the Exhibits, Annexes, Disclosure Schedule, Schedules, Confidentiality Agreement, the other Transaction Documents and all ancillary agreements delivered pursuant to this Agreement and the exhibits and schedules thereto constitute the entire agreement among the parties hereto with respect to the subject matter of this Agreement and the other Transaction Documents and supersedes all prior agreements and understandings between the parties with respect to such subject matter; provided, however, this Agreement shall not supersede the terms and provisions of the Confidentiality Agreement, which shall survive and remain in effect until expiration or termination thereof in accordance with its terms and this Agreement.

Section 9.8 Interpretation. Unless the context of this Agreement otherwise requires, for purposes of this Agreement: (a) all words used in the singular number shall extend to and include the plural, all words in the plural number shall extend to and include the singular, (b) all words in any gender shall extend to and include all genders, (c) the words "include," "includes," and "including" will be deemed to be followed by the words "without limitation," (d) the phrase "ordinary course of business" will be deemed to be followed by the words "consistent with past practice," (e) the word "or" is not exclusive, (f) the phrase "to the extent" the degree by which, (g) the word "Agreement," means this Agreement as amended or supplemented, together with all Exhibits and Schedules attached or incorporated by reference, (h) the terms "hereof," "herein," "hereby" and derivative or similar words refer to this entire Agreement and (i) the terms "Article" or "Section" refer to the specified Article or Section of this Agreement. References in this Agreement to time periods in terms of a certain number of days mean calendar days unless expressly stated herein to be Business Days. In interpreting and enforcing this Agreement, each representation and warranty will be given independent significance of fact and will not be deemed superseded or modified by any other such representation or warranty.

Section 9.9 Waiver and Amendment. No amendment or modification of any provision of this Agreement shall be valid unless the same shall be in writing and signed by Buyer and the Representative or, in the case of a waiver, by the Buyer or Representative, as the case may be, waiving compliance. Neither the failure nor any delay by any party in exercising any right, power, or privilege under this Agreement, the Transaction Documents, or any other document, certificate, or instrument contemplated hereby or thereby shall operate as a waiver of such right, power, or privilege (unless such right, power or privilege is subject to a time limitation) and no single or partial waiver shall be deemed or shall constitute a waiver of any other provision of this Agreement, whether or not similar, nor shall such waiver constitute a continuing waiver unless otherwise expressly provided. To the maximum extent permitted by applicable Law, (a) no waiver that may be given by a party hereto shall be applicable except in the specific instance for which it is given; and (b) no notice to or demand on one party hereto shall be deemed to be a waiver of any right of such party giving such notice or demand to take further action without notice or demand.

Section 9.10 Counterparts; Facsimile Signatures. This Agreement may be executed in any number of counterparts, each of which when executed, shall be deemed to be an original and all of which together will be deemed to be one and the same instrument binding upon all of the parties hereto notwithstanding the fact that all parties are not signatory to the original or the same counterpart. For purposes of this Agreement, delivery of an executed counterparty by facsimile, email in "portable document format" (".pdf") form, or by other electronic means intended to preserve the original graphic and pictorial appearance of a document, shall have the

same effect as physical delivery of the paper document bearing the original signature and shall be effective for all purposes.

Section 9.11 Third-Party Beneficiaries. Except as provided in Section 5.8 and Article VIII, (a) Buyer and the Company hereby agree that their respective representations, warranties and covenants set forth herein are solely for the benefit of the other party hereto, in accordance with and subject to the terms of this Agreement, and (b) this Agreement is not intended to, and does not, confer upon any Person other than the parties hereto any rights or remedies hereunder, including the right to rely upon the representations and warranties set forth herein.

Section 9.12 Further Assurances. Subject to the terms and conditions of this Agreement, prior to and after the Closing Date, each party shall prepare, execute and deliver, at the preparer's expense, such further instruments and shall use its commercially reasonable efforts to take or cause to be taken such other further action, as any party shall reasonably request of any other party at any time or from time to time in order to consummate, in any other manner, the terms and provisions of this Agreement.

Section 9.13 Severability. If any provision of this Agreement or the application of any such provision to any person or circumstance shall be held invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, such invalidity, illegality or unenforceability shall not affect any other provision hereof.

Section 9.14 Representation by Counsel.

(a) Each party hereto acknowledges that it has been advised by legal and any other counsel retained by such party in its sole discretion. Each party acknowledges that such party has had a full opportunity to review this Agreement and all related exhibits, schedules and ancillary agreements and to negotiate any and all such documents in its sole discretion, without any undue influence by any other party hereto or any third party.

(b) Buyer agrees, on its own behalf and on behalf of its directors, officers, managers, employees and Affiliates, that, following the Closing, Schwabe, Williamson & Wyatt, P.C. ("Schwabe") may serve as counsel to the Shareholders or Representative in connection with any matters related to this Agreement and the transactions contemplated by this Agreement, including any litigation, claim or obligation arising out of or relating to this Agreement or the transactions contemplated by this Agreement notwithstanding any representation by Schwabe prior to the Closing Date of the Company. Buyer and the Company hereby (a) waive any claim they have or may have that Schwabe has a conflict of interest or is otherwise prohibited from engaging in such representation and (b) agree that, in the event that a dispute arises after the Closing between Buyer, on the one hand, and any of the Shareholders or Representative, on the other hand, related to this Agreement and the transactions contemplated by this Agreement, Schwabe may represent the Shareholders or Representative in such dispute even though the interests of such Person(s) may be directly adverse to Buyer or the Company and even though Schwabe may have represented the Company in a matter substantially related to such dispute.

Section 9.15 Specific Performance. The parties acknowledge and agree that irreparable damage would occur in the event that any of the provisions of this Agreement were not performed in accordance with their specific terms or were otherwise breached. It is accordingly agreed that, except where this Agreement is terminated in accordance with Article VII, the parties

hereto shall be entitled to an injunction or injunctions to prevent breaches or threatened breaches of this Agreement and to specifically enforce the terms and provisions of this Agreement and any other agreement or instrument executed in connection herewith or contemplated hereby, and the parties agree that, so long as this Agreement has not been terminated, specific performance is the remedy intended by the parties for any such breaches or threatened breaches. The parties agree that they shall not object to, or take any position inconsistent with respect to, whether in a court of law or otherwise, the appropriateness of specific performance as a remedy for breaching this agreement. Any action or proceeding for any such remedy shall be brought exclusively in the Delaware Court of Chancery and any state appellate court therefrom within the State of Delaware (or, only if such court declines to accept jurisdiction over a particular matter, any federal court within the State of Delaware), and each party waives (i) any objection that it may have to the venue of any such action or proceeding, and (ii) any requirement for the securing or posting of any bond in connection with any such remedy. The parties further agree that (x) by seeking the remedies provided for in this Section 9.15, a party shall not in any respect waive its right to seek any other form of relief that may be available to a party under this Agreement, including monetary damages, and (y) nothing contained in this Section 9.15 shall require any party to institute any proceeding for (or limit any party's right to institute any proceeding for) specific performance under this Section 9.15 before exercising any termination right under Article VII (and pursuing damages after such termination) nor shall the commencement of any Action pursuant to this Section 9.15 or anything contained in this Section 9.15 restrict or limit any other remedies under this Agreement that may be available then or thereafter.

[Remainder of page intentionally left blank; signature pages follow.]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

TH

By: [redacted]

Title: Chief Executive Officer

[redacted]

By: [redacted]
Name: [redacted]
Title: Chief Executive Officer

PHYSICIAN

[redacted]

Name: [redacted]

OPTUM OREGON MSO, LLC, solely for purposes of the Specified Provisions

By: [redacted]

Title: President

REP

By: [redacted]

Exhibit A – Shareholders

Exhibit B –Form of Noncompetition and Nonsolicitation Agreements

Exhibit C – Illustrative Calculation of Net Working Capital

Exhibit D – Illustrative Calculation of Operating Cash

Exhibit E – Form Articles of Merger

Exhibit F – Form of Paying Agent Agreement

Exhibit E
(Affidavit of Lost Certificate)

Exhibit G – Form of Letter of Transmittal

Exhibit H – Form of Escrow Agreement

Exhibit I – Form of Estimated Schedule

Exhibit J – Form of Shareholder Physician Employment Agreement Amendment and Acknowledgment

Exhibit K – Form of Professional Provider Employment Agreement Amendment

Exhibit L – Form of Associate Provider Employment Agreement Amendment