IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF NEW HAMPSHIRE

In re:	)	Chapter 11
LRGHEALTHCARE,	)	Case No. 20-10892-MAF
Debtor.[1]	)	**Related to ECF No. 45**

ORDER (A) (I) APPROVING THE SALE OF SUBSTANTIALLY ALL OF THE DEBTOR'S ESTATE FREE AND CLEAR OF ALL INTERESTS, (II) APPROVING THE ASSUMPTION AND ASSIGNMENT OF CERTAIN EXECUTORY CONTRACTS AND UNEXPIRED LEASES, AND (III) GRANTING RELATED RELIEF

Upon consideration of the motion (the "**Motion**") of above captioned debtor and debtor-in-possession (the "**Debtor**") for among other things, entry of orders *(A) (I) Approving Procedures for Selling Substantially All Property of the Debtor's Estate Free and Clear of All Interests, (II) Approving Procedures for Assuming and Assigning Certain Executory Contracts and Unexpired Leases, (III) Authorizing the Debtor to Enter into the Stalking Horse Agreement, (IV) Authorizing the Payment of the Stalking Horse Payment as Administrative Expenses, and (V) Granting Related Relief and (B) (I) Approving the Sale of Certain Property of the Debtor's Estate Free and Clear of All Interests, (II) Approving the Assumption and Assignment of Certain Executory Contracts and Unexpired Leases, and (III) Granting Related Relief* [ECF No. 45] (the "**Motion**")[2]; and the Court having held hearings on December 21 and 23, 2020 (collectively, the "**Sale Hearing**") to approve the Motion and the transactions contemplated in the Agreement, (the "**Sale**") and the Court having reviewed and considered the Motion, the objections to the Motion,

[1] The last four digits of the Debtor's federal taxpayer identification number are 2150. The address of the Debtor's headquarters is 80 Highland Street, Laconia, NH 03246.

[2] Capitalized terms used but not defined herein shall have the meaning stated in the Motion.

and the arguments of counsel made, and the evidence admitted at the Sale Hearing; and it appearing that the relief requested in the Motion is in the best interests of the Debtor, its estate and creditors and other parties in interest; and upon the record of the Sale Hearing and this chapter 11 case (the "**Case**"); and after due deliberation thereon; and good cause appearing therefore, it is hereby

FOUND AND DETERMINED THAT:

A. **Findings of Fact/Conclusions of Law**. The findings and conclusions set forth herein constitute the Court's findings of fact and conclusions of law pursuant to Rule 52(a) of the Federal Rules of Civil Procedure, made applicable to this proceeding pursuant to Rules 7052 and 9014 of the Federal Rules of Bankruptcy Procedure (the "**Bankruptcy Rules**"). To the extent any findings of fact herein constitute conclusions of law, they are adopted as such. To the extent any conclusions of law herein constitute findings of fact, they are adopted as such.

B. **Jurisdiction and Venue**. The Court has jurisdiction over the Motion and the transactions contemplated by the Agreement pursuant to 28 U.S.C. §§ 157 and 1334 and Local Rule 77.4(a) of the Local Rules of the United States District Court for the District of New Hampshire, and this matter is a core proceeding pursuant to 28 U.S.C. § 157(b). Venue of this case and this matter in this district is proper under 28 U.S.C. §§ 1408 and 1409. The Court may enter a final order consistent with, or without violating, Article III of the U.S. Constitution.

C. **Statutory Predicates.** The statutory bases for the relief requested in the Motion are Sections 105, 363, 365, 503, 507 and 525 of the Bankruptcy Code, 11 U.S.C. §§ 101–1532 (the "**Bankruptcy Code**") and Bankruptcy Rules 2002, 6004, and 6006.

D. **Final Order.** This Order constitutes a final order within the meaning of 28 U.S.C. § 158(a). Notwithstanding Bankruptcy Rules 6004(h) and 6006(d), and to any extent necessary

under Bankruptcy Rule 9014 and Rule 54(b) of the Federal Rules of Civil Procedure, as made applicable by Bankruptcy Rule 7054, this Court expressly finds that there is no just reason for delay in the implementation of this Order, and, thus, waives any stay and expressly directs that this Order be effective immediately upon entry.

E. **Petition Date**. On October 19, 2020, the Debtor commenced this Case by filing a voluntary petition for relief under chapter 11 of the Bankruptcy Code.

F. **Entry of Sale-Procedures Order**. On November 2, 2020, this Court entered an order (the "**Sale-Procedures Order**") [ECF No. 152] (i) approving procedures (the "**Bidding Procedures**") for sale of the Debtor's assets,, (ii) authorizing the Debtor to enter into that certain Asset Purchase Agreement (the "**Stalking Horse Agreement**") dated as of October 19, 2020 between Concord Hospital, Inc., Concord Hospital – Laconia, Concord Hospital – Franklin, Capital Region Health Care Development Corporation, and Capital Region Health Ventures Corporation, (collectively, the "**Buyers**" and each a "**Buyer**"), on the one hand, and the Debtor, on the other, (iii) authorizing and approving the Assumption and Assignment Procedures, including notice of proposed cure amounts (the "**Cure Amounts**"), (iv) approving the form and manner of notice of all procedures, schedules, and agreements, and (v) scheduling the Sale Hearing. A copy of the Stalking Horse Agreement [ECF No. 45-3] is attached hereto as Exhibit 1.

G. **Amendment of Stalking Horse Agreement**. The Stalking Horse Agreement was amended by that certain First Amendment to Asset Purchase Agreement dated as of November 6, 2020 (the "**First Amendment**"). A copy of the First Amendment [ECF No. 369-1] is attached hereto as Exhibit 2. The Stalking Horse Agreement, as amended by the First Amendment and as modified herein is hereafter referred to as the "**Agreement**".

H. **Compliance with Sale-Procedures Order**. As demonstrated by (i) the testimony and other evidence admitted at the Sale Hearing, and (ii) the representations of counsel made on the record at the Sale Hearing, the Debtor has marketed the Acquired Assets and conducted the sale process in compliance with the Sale-Procedures Order, and, due to the absence of any Qualified Bids other than the bid of the Buyers, the Auction was cancelled. The Debtor and its professionals have actively marketed the Acquired Assets and conducted the sale process in compliance with the Sale-Procedures Order and have afforded potential purchasers a full and fair opportunity to make higher or otherwise better offers. The Buyers have acted in compliance with the terms of the Sale-Procedures Order. In accordance with Bidding Procedures, the Debtor has determined that the bid submitted by the Buyers memorialized by the Agreement is the Successful Bid (as defined in the Bidding Procedures).

I. **Notice.** As evidenced by the affidavits of service and publication previously filed with the Court, and based on the representations of counsel at the Sale Hearing, (i) proper, timely, adequate, and sufficient notice of the Motion, the Sale Hearing, the Sale, the Debtor's assumption and assignment (or assignment, as applicable) of the contracts and leases listed on Exhibit 3 hereto (as such list may be modified in accordance with the Agreement, the "**Assigned Contracts**") to the Buyer identified in Exhibit 3 and the Cure Amount has been provided in accordance with Sections 102(1), 363, 365, 503 and 507 of the Bankruptcy Code, Rules 2002, 6004, 6006, 9008 and 9014 of the Federal Rules of Bankruptcy Procedure (the "**Bankruptcy Rules**"), and the Sale-Procedures Order, and no other or further notice is required before entering this Order or granting the relief that is provided in this Order.

J. **Opportunity to Object**. A fair and reasonable opportunity to object or be heard with respect to the Motion and the relief requested in the Motion has been afforded to all

interested persons and entities including by serving the Motion and Sale Notice in the manner required by, and on or before the deadline stated in, the Sale-Procedures Order on:

(1) Office of the United States Trustee for Region 1, James C. Cleveland Building, 53 Pleasant Street, Suite 2300, Concord, NH 03301,

(2) counsel to the Official Committee of Unsecured Creditors,

(3) counsel to the Debtor's prepetition secured lender,

(4) the United States Attorney for the District of New Hampshire,

(5) the United States Department of Justice,

(6) the Office of the New Hampshire Attorney General,

(7) New Hampshire Department of Justice's Consumer Protection and Antitrust Bureau,

(8) all parties known by the Debtor to assert a lien on any of the Acquired Assets,

(9) all non-Debtor parties to any of the Assigned Contracts,

(10) all persons known to have expressed an interest in acquiring all or any portion of the Acquired Assets or making an equity or other investment in the Debtor within the twelve months before the Petition Date,

(11) the Office of the Secretary of State for the State of New Hampshire,

(12) all taxing authorities having jurisdiction over any of the Debtor or any of the Acquired Assets, including the Internal Revenue Service,

(13) the Securities and Exchange Commission,

(14) the United States Environmental Protection Agency,

(15) United States Department of Housing and Urban Development,

(16) all other parties that had filed a notice of appearance and demand for service of papers in this case as of the date of service, and

(17) all of the Debtor's known creditors and equity holders for whom identifying information and addresses are available to the Debtor, including all current and former patients of the Debtor who, at least five

days before the mailing of the Sale Notice as required by the Sale-Procedures Order ("**Sale-Notice Date**"), had (i) appeared on the Debtor's schedules and statements, (ii) entered an appearance in this case, (iii) were treated by the Debtor on or after October 19, 2018, (iv) as to whom the Debtor provided notice of a potential claim to its liability insurer, which claim has not been settled, or (v) asserted one or more claims against the Debtor, including, but not limited to, any claim formally asserted by filing a proof of claim in this case or commencing an action, suit, or other proceeding or (vi) any claim against the Debtor informally asserted by letter from a lawyer on or after October 19, 2017 (collectively, the "**Known Patient Creditors**").

K. **Publication Notice**. The Debtor also caused the Motion and Sale Notice, modified in a manner appropriate for publication, to be published in Boston Herald and New Hampshire Union Leader on or before the deadline stated in the Sale-Procedures Order, which notice by publication is reasonable and sufficient to bind holders of claims against the Debtor whose identity was not known to the Debtor as of the day before the Sale-Notice Date including all patients of the Debtor who were not a Known Patient Creditor as of the Sale-Notice Date.

L. **Corporate Authority**. The Debtor has full corporate power and authority to execute the Agreement and all other documents contemplated thereby and to consummate the Sale including the sale of the Acquired Assets and assumption and assignment (or assignment, as applicable) of the Assigned Contracts to the Buyer identified in Exhibit 3 as the assignee of such Assigned Contract. The Sale has been duly and validly authorized by all necessary corporate action of the Debtor and no consents or approvals, other than the approval of this Court, the Probate Court, the New Hampshire Attorney General or the office thereof, and the New Hampshire Department of Justice's Consumer Protection and Antitrust Bureau, are required for the Debtor to consummate the Sale.

M. **No Successor**. No Buyer is a successor to or mere continuation of the Debtor or its estate. Without limiting the generality of the foregoing, none of the Buyers, their respective

affiliates, their respective present or contemplated members or shareholders, or the Acquired Assets will have any liability whatsoever with respect to, or be required to satisfy in any manner, whether at law or equity, or by payment, setoff, or otherwise, directly or indirectly, any liens, claims, encumbrances, and other interests relating to any U.S. federal, state or local income tax liabilities, that the Debtor incurs in connection with the consummation of the transactions contemplated by the Agreement, including, without limitation, the Sale and the assumption and assignment of the Assigned Contracts.

N. **Full Opportunity for Higher or Otherwise Better Offers.** The Bidding Procedures established pursuant to the Sale-Procedures Order are reasonable and appropriate and represent the best available method for conducting the sale process in a manner that maximizes value for the benefit of the Debtor's estate. The Bidding Procedures established pursuant to the Sale-Procedures Order afforded a full, fair, and reasonable opportunity—as measured under the specific circumstances of the Case—for any entity to make a higher or otherwise better offer to purchase the Acquired Assets and Assigned Contracts and no higher or otherwise better offer has been made.

O. **Business Justification**. Sound business reasons exist for the Sale. Entry into the Agreement, and the consummation of the transactions contemplated thereby, including the Sale and the assumption and assignment of the Assigned Contracts, constitutes the Debtor's exercise of sound business judgement and such acts are in the best interests of the Debtor, its estate and all parties in interest. The Court finds that the Debtor has articulated good and sufficient business reasons justifying the Sale. Such business reasons include, but are not limited to, the following (i) the Agreement constitutes the highest or otherwise best offer for the Acquired Assets; (ii) the Agreement and the closing thereon will present the best opportunity to realize the value of the

Acquired Assets; (iii) unless the Sale and all of the other transactions contemplated by the Agreement are concluded expeditiously, as provided for in the Motion and pursuant to the Agreement, recoveries to creditors may be diminished; and (iv) any plan likely would not have yielded as favorable an economic result. The terms and the conditions of the Agreement, including, without limitation, the consideration to be realized by the Debtor, are fair and reasonable. Approval of the Motion, the Agreement and the transactions contemplated thereby, including, without limitation, the Sale and the assumption and assignment of the Assigned Contracts, is in the best interests of the Debtor, its estate and creditors, and all other parties in interest.

P. **No Insider.** The Buyers are not insiders, as that term is defined in the Bankruptcy Code, of the Debtor. Furthermore, no insider of the Debtor is receiving or retaining any property or payments in connection with the Sale except to the extent such insider has an allowed claim against the Debtor and, as a result, may participate in a distribution of Sale's proceeds, subject to further order of the Court. All rights, objections, defenses and claims of the Debtor's estate and the Committee with respect to any alleged claims of insiders are expressly reserved and preserved.

Q. **Arm's Length Sale**. The Agreement was negotiated, proposed, and entered into by the Debtor and the Buyers without collusion, in good faith, and as a result of arm's-length bargaining. Neither the Debtor nor any Buyer has engaged in any conduct that would cause or permit the Agreement to be avoided under Section 363(n) of the Bankruptcy Code.

R. **Good Faith Purchaser**. In the absence of a stay pending appeal, the Buyers will be acting in good faith within the meaning of Section 363(m) of the Bankruptcy Code in closing the Sale at any time after the entry of this Order, provided, however, the Buyers shall not be

obligated to close until all applicable conditions to Closing under the Agreement have been satisfied or waived as provided in the Agreement. The Buyers are good faith purchasers for value and, as such, are entitled to all protections afforded under Section 363(m) and any other applicable or similar bankruptcy and non-bankruptcy law. Specifically, (i) the Buyers recognized that the Debtor was free to deal with any other party interested in purchasing the Acquired Assets, (ii) the Buyers complied in all respects with the provisions in the Sale-Procedures Order, (iii) the Buyers agreed to subject their bid to the competitive bid procedures set forth in the Sale-Procedures Order, (iv) all payments to be made by the Buyers in connection with the Sale have been disclosed, (v) no common identity of trustees, directors, officers or members exists among the Buyers and the Debtor, (vi) the negotiation and execution of the Agreement was at arm's length and in good faith, and at all times each of the Buyers and the Debtor were represented by competent counsel of their choosing, (vii) the Buyers did not in any way induce or cause the chapter 11 filing of the Debtor, and (viii) the Buyers have not acted in a collusive manner with any person.

S. **Highest or Otherwise Best Offer**. The consideration provided by the Buyers pursuant to the Agreement for the Acquired Assets, including the Assigned Contracts (i) is fair and reasonable, (ii) constitutes the highest or otherwise best offer for the Acquired Assets and the Assigned Contracts, (iii) will provide a greater recovery for the Debtor's creditors than would be provided by any other practical available alternative, and (iv) constitutes reasonably equivalent value and fair consideration under the Bankruptcy Code and under the laws of the United States, any state, territory, possession thereof, and the District of Columbia (including, without limitation, the Uniform Fraudulent Conveyance Act, the Uniform Fraudulent Transfer Act and the Uniform Voidable Transfers Act.) The Agreement was not entered into for the purpose of

hindering, delaying or defrauding creditors under the Bankruptcy Code or under the laws of the United States, any state, territory, possession or the District of Columbia.

T. **Free and Clear**. The Debtor may sell the Acquired Assets and Assigned Contracts free and clear of all Interests (including, without limitation, those (1) that purport to give to any party a right or option to effect any forfeiture, modification or termination of the Debtor's or any Buyer's interest in the Acquired Assets and/or Assigned Contracts and, (2) in respect of Taxes), because each entity with an Interest in any of the Acquired Assets and/or Assigned Contracts, including but not limited to any "**Governmental Unit**," as defined in the Bankruptcy Code, accrediting body, or other third party, as applicable, has consented to the Sale, is deemed to have consented to the Sale, has a claim which is subject to a *bona fide* dispute, or could be compelled in a legal or equitable proceeding to accept a money satisfaction of such Interest.

U. **Good Title.** The Debtor has good title to the Acquired Assets and Assigned Contracts and, accordingly, the transfer of the Acquired Assets and assignment of the Assigned Contracts to the applicable Buyer pursuant to the Agreement will be a legal, valid, and effective transfer of the Acquired Assets and assignment of the Assigned Contracts and is authorized under all applicable provisions of the Bankruptcy Code, including, without limitation, Sections 105(a), 363(b), 363(f), 365(b), and 365(f) of the Bankruptcy Code, and all applicable requirements of such sections have been complied with in respect of the Sale.

V. **No Successor Liability.** The Buyers are not a mere continuation, and are not holding themselves out as a mere continuation, of the Debtor or its estate and there is no continuity between the Buyers and the Debtor. The Sale does not amount to a consolidation, merger or de facto merger of any of the Buyers with the Debtor. Neither the transfer of the

Acquired Assets nor the assignment of the Assigned Contracts pursuant to the Agreement will subject any Buyer to liability (except the Assumed Liabilities expressly assumed by such Buyer pursuant to the Agreement) for claims against the Debtor or the Debtor's predecessors or affiliates of any kind or character, whether known or unknown, now existing or hereafter occurring, whether fixed or contingent, based, in whole or in part, directly or indirectly, on any theory of law, including, without limitation, any theory of successor, vicarious or transferee liability. Without limiting the general nature of the foregoing, neither the transfer of the Acquired Assets nor the assignment of the Assigned Contracts will subject any Buyer or its affiliates to any liability (except the Assumed Liabilities expressly assumed by such Buyer pursuant to the Agreement):

(1) on account of any employee benefit plan maintained by any Debtor (other than, in the case of Concord, the Assumed Employee Benefit Plans) or any Debtor's predecessors or affiliates, including but not limited to any liability related to benefits, underfunding, termination and/or termination premiums, regardless when such claims are deemed to have accrued and regardless whether such would be considered "claims" as such term is defined in the Bankruptcy Code, to

(a) the Pension Benefit Guaranty Corporation or

(b) any plan participant or beneficiary (collectively, the "**PBGC Claims**"),

(2) claims, administrative proceedings or actions brought by or on behalf of any Governmental Unit, accrediting body, or other third party relating to the operation of the Debtor's business including its physician practice businesses before the effective time of Closing,

(3) claims or actions or proceedings brought under Medicaid statutes or regulations or the statutes and regulations applicable to other governmental health care reimbursement programs including enforcement actions and administrative agency rulings or interpretations, including claims of the New Hampshire Department of Health related, in any way, to the participation in the Medicaid program by the Debtor before the effective time of Closing,

W. **Assumption of Executory Contracts and Leases**. Upon the assumption and assignment (or assignment, as applicable) of the Assigned Contracts, as provided herein, the applicable Buyer shall succeed to all of the right, title, and interest of the Debtor under the Assigned Contracts including, without limitation, the right to exercise renewal options which, pursuant to any provision of the applicable Assigned Contract or applicable non-bankruptcy law, are not exercisable by assignees of the Debtor, the Court having found that such provisions, as they relate to the assumption and assignment (or assignment, as applicable) to the applicable Buyer of the Assigned Contracts, are unenforceable restrictions pursuant to Section 365(f)(3) of the Bankruptcy Code.

X. **Cure and Adequate Assurance**. The applicable Buyer has except as expressly provided herein (i), cured, or has provided adequate assurance of cure, of any default existing prior to the date hereof under any of the Assigned Contracts, within the meaning of Section 365(b)(1)(A) of the Bankruptcy Code, and (ii) provided compensation or adequate assurance of compensation to any party for any actual pecuniary loss to such party resulting from a default prior to the Closing under any of the Assigned Contracts within the meaning of Section 365(b)(1)(B) of the Bankruptcy Code. The applicable Buyer has provided adequate assurance of future performance of and under the Assigned Contracts within the meaning of Section 365(b)(1)(C) of the Bankruptcy Code.

Y. **Prompt Consummation**. The Sale of the Acquired Assets must be approved and consummated promptly to preserve the value of the Acquired Assets. Therefore, time is of the essence in consummating the Sale, and the Debtor and the Buyers intend to close the Sale, as soon as reasonably practicable, subject to satisfaction or waiver of all applicable conditions to closing.

Z. **Buyer's Reliance on Sale Free and Clear**. The Buyers would not have entered into the Agreement and would not consummate the transactions contemplated hereby, including, without limitation, the Sale and the assumption and assignment of the Assigned Contracts, (i) if the transfer of the Acquired Assets were not, (except for the Assumed Liabilities expressly assumed by such Buyer pursuant to the Agreement) free and clear of all liens, claims, encumbrances, and other interests of any kind or nature whatsoever, including, without limitation, rights or claims based on any taxes or successor or transferee liability, and all liens, claims, encumbrances, setoff rights or other interests of or asserted by any Governmental Unit, or (ii) if (except for the Assumed Liabilities expressly assumed by such Buyer pursuant to the Agreement) any of the Buyers would, or in the future could, be liable for any such liens, claims, encumbrances, and other interests, including, without limitation, rights or claims based on any taxes or successor or transferee liability. The Buyers will not consummate the transactions contemplated by the Agreement, including, without limitation, the Sale and the assumption and assignment of the Assigned Contracts, unless this Court expressly orders that none of the Buyers, their affiliates, their present or contemplated members or shareholders, or the Acquired Assets will (except for the Assumed Liabilities expressly assumed by such Buyer pursuant to the Agreement) have any liability whatsoever with respect to, or be required to satisfy in any manner, whether at law or equity, or by payment, setoff, or otherwise, directly or indirectly, any liens, claims, encumbrances, and other interests, including, without limitation, rights or claims based on any taxes, successor or transferee liability, and all liens, claims, encumbrances, setoff rights or other interests of or asserted by any Governmental Unit.

AA. **Adverse Impact On Maximization of Asset Value without Free and Clear Order**. Not transferring the Acquired Assets free and clear, except to the extent expressly

provided for herein, of liens, claims, encumbrances, and other interests of any kind or nature whatsoever including, without limitation, rights or claims based on any taxes, successor or transferee liability, and all liens, claims, encumbrances, setoff rights or other interests of or asserted by any Governmental Unit, would adversely impact the Debtor's efforts to maximize the value of its estate, and the transfer of the Acquired Assets other than pursuant to a transfer that is free and clear, except to the extent expressly provided herein, of all liens, claims, encumbrances, and other interests of any kind or nature whatsoever would be of substantially less benefit to the Debtor's estate.

BB. **No Requirement for Consumer Privacy Ombudsman.** The appointment of a consumer privacy ombudsman pursuant to Section 363(b)(1) or Section 332 of the Bankruptcy Code is not required with respect to the relief requested in the Motion.

CC. **Agreement**. The terms of the Agreement, including any amendments, supplements, and modifications thereto, are fair and reasonable in all respects.

DD. **Not a Sub Rosa Plan**. The Sale does not constitute a sub rosa chapter 11 plan for which approval has been sought without the protections that a disclosure statement would afford. The Sale neither impermissibly restructures the rights of the Debtor's creditors, nor impermissibly dictates a liquidating plan of reorganization for the Debtor.

EE. **Legal and Factual Bases**. The legal and factual bases set forth in the Motion and at the Sale Hearing establish just cause for the relief granted herein.

THEREFORE, IT IS HEREBY ORDERED, ADJUDGED, AND DECREED THAT:

General Provisions.

1. The Motion is **GRANTED** and **APPROVED** in all respects as set forth in this Order.

2. The objections filed by Beckman Coulter, Inc. [ECF No. 290], AmerisourceBergen Drug Corp. [ECF No. 297], WebPT [ECF Nos. 300, 301], Cerner Corporation ("**Cerner**") [ECF No. 302], Ciox Health LLC f/k/a HealthPort Technologies, LLC [ECF No. 305], Cardinal Health 200 LLC and Cardinal Health 414 LLC [ECF No. 307], Vereco LLC [ECF No. 308], Humana, Inc., Humana Insurance Company, Humana Health Plan, Inc., Humana Pharmacy Solutions, Inc., Arcadian Health Plan, Inc., and Humana Government Business, Inc. (collectively, "**Humana**") [ECF No. 309], Cigna Health and Life Insurance Company, Connecticut General Life Insurance Company, Cigna Behavioral Health, Inc., and Life Insurance Company of North America (collectively, "**Cigna**") [ECF No. 310], Orthopedic Professionals ASC, LLC [ECF No. 322], UnitedHealthcare Insurance Company [ECF No. 323], Anthem Health Plans of New Hampshire, Inc. d/b/a Anthem Blue Cross and Blue Shield and Matthew Thornton Health Plan, Inc. [ECF No. 325], ARUP Laboratories, Inc. (collectively, "**Anthem**")[ECF No. 326] and Nuance Communications, Inc., [ECF No. 329], to the extent related to the establishment of Cure Amounts only (collectively, the "**Cure Objections**") are continued to January 20, 2021 at 10:00 a.m. The continuance of the Cure Objections shall not affect the finality of this Order, including as relates to the assumption and assignment of the contracts subject to the Cure Objections.

3. All objections to the Motion or to the relief provided herein, including objections raised by parties to the Cure Objections other than as relate to Cure Amounts (but excluding the Cure Objections themselves), that have not been withdrawn, waived or settled, and all reservations of rights included therein, hereby are overruled and denied on the merits with prejudice. *See* ¶ 75 below.

Modifications to Agreement

4. Section 2.1 of the Agreement is hereby deemed modified to add a new subparagraph (q), which shall read as follows:

(q) all entitlements of the Seller to payments as a disproportionate share hospital pursuant to RSA 167:64 and any hospital directed payments, to the extent such payments would have been due to the Seller from and after the entry of the this Order had the Seller remained an operating hospital entitled to such payments and solely for such payments as a disproportionate share hospital in May 2021 and May 2022 (the "Post-Approval DHHS Payments"), but excluding any entitlement of the Seller to underpayments for uncompensated care costs for State Fiscal Year 2020 and earlier.

5. Section 2.3 of the Agreement shall be amended as follows:

(i) Section 2.3 is hereby deemed modified to add new subparts (e) and (f) as follows:

(e) all obligations of the Seller on account of Medicaid Enhancement Taxes pursuant to RSA 84-A:1 for the New Hampshire tax filing periods commencing on or after July 1, 2020, and specifically including the payment of Medicaid Enhancement Taxes due and payable on April 15, 2021, and thereafter provided the applicable returns required by RSA 84-A:4 have been timely filed (the "**Post-Approval MET Obligations**") provided,

however, the Post-Approval MET Obligations shall not be deemed to include any obligations of the Seller excluded under 2.4(i) and (ii) hereof.

(f) all liability or obligations related to the recapture, reallocation, and/or redistribution of Post-Approval DHHS Payments ("**Post-Approval Recapture Obligations**") provided, however, nothing in this subparagraph shall be deemed to include any obligations of the Seller excluded under 2.4(i) and (ii) hereof.

(ii) In the last sentence of Section 2.3, "subsections (a), (b) and (c)" is deleted and replaced by "subsections (a), (b), (c), (e) and (f)".

6. For the sake of clarity, the liabilities set forth in new Section 2.3(e) and 2.3(f) shall be deemed included in the definition of "Assumed Liabilities".

7. Section 2.4 of the Agreement shall be amended and deemed modified to add new subpart (i) and (ii) as follows:

(i) any liability or obligations of the Seller for recapture, reallocation, and/or redistribution of reimbursements for uncompensated care costs pursuant to RSA 167:64 made to the Seller prior to the Closing Date;

(ii) any obligations of the Seller on account of underpayments of Medicaid Enhancement Taxes pursuant to RSA 84-A:1 for the New Hampshire State tax filing period ending on and before September 30, 2019.

8. The Agreement is hereby deemed modified to provide that (a) the Post-Approval DHHS Payments that relate to services provided at the Debtor's hospital facility in Laconia, New Hampshire (the "**Post-Approval Laconia DHHS Payments**") shall be Acquired Assets of Concord Hospital – Laconia and the Post-Approval DHHS Payments that relate to services provided at the Debtor's hospital facility in Franklin, New Hampshire (the "**Post-Approval**

Franklin DHHS Payments") shall be Acquired Assets of Concord Hospital – Franklin, (b) the Post-Approval MET Obligations and the Post-Approval Recapture Obligations that relate to services provided at the Debtor's hospital facility in Laconia, New Hampshire shall be Assumed Liabilities of Concord Hospital – Laconia and the Post-Approval MET Obligations and the Post-Approval Recapture Obligations that relate to services provided at the Debtor's hospital facility in Franklin, New Hampshire shall be Assumed Liabilities of Concord Hospital – Franklin.

9. If the Closing occurs, Concord Hospital – Laconia shall pay and perform the Post-Approval MET Obligations for the Debtor's hospital facility in Laconia, New Hampshire.

10. If the Closing occurs, Concord Hospital – Laconia shall pay and perform the Post-Approval Recapture Obligations pertaining to the Post-Approval Laconia DHHS Payments.

11. If the Closing occurs, Concord Hospital – Franklin shall pay and perform the Post-Approval MET Obligations for the Debtor's hospital facility in Franklin, New Hampshire.

12. If the Closing occurs, Concord Hospital – Franklin shall pay and perform the Post-Approval Recapture Obligations pertaining to the Post-Approval Franklin DHHS Payments.

13. If the Closing occurs, the State shall pay to Concord Hospital – Laconia an amount equal to the disproportionate share hospital payment that would have been due to Seller for July 1, 2020, through June 30, 2021, with respect to the Debtor's hospital facility in Laconia, New Hampshire. An interim payment shall be made in May 2021. Concord Hospital – Laconia shall be subject to the benefits and burdens with respect to such payment and shall be liable for any audit, recapture, and redistribution related thereto.

14. If the Closing occurs, the State, directly or through its contractors, shall pay to Concord Hospital – Franklin an amount equal to the directed payment that would have been due to Seller for July 1, 2020, through June 30, 2021, with respect to the Debtor's hospital facility in

Franklin, New Hampshire. Concord Hospital – Franklin shall be subject to the benefits and burdens with respect to such payment and shall be liable for any audit, recapture, and redistribution related thereto.

15. If the Closing occurs, in May 2022 or at such time as the State makes disproportionate share hospital payments in the ordinary course, the State shall pay to Concord Hospital – Laconia any interim disproportionate share hospital payment due to Concord Hospital – Laconia for its uncompensated care costs for July 1, 2021, through June 30, 2022. Concord Hospital – Laconia shall be subject to the benefits and burdens with respect to such payment and shall be liable for any audit, recapture, and/or redistribution related thereto.

16. If the Closing occurs, in 2022, the State, either directly or through its contractors, shall pay to Concord Hospital – Franklin any interim disproportionate share hospital payment or directed payment, or a combination of one or both, as the State determines in its sole discretion consistent with the treatment of other similarly situated hospitals due to Concord Hospital – Franklin for its uncompensated care costs for July 1, 2021, through June 30, 2022. Concord Hospital – Franklin shall be subject to the benefits and burdens with respect to such payment or payments and shall be liable for any audit, recapture, and redistribution related thereto.

17. Concord Hospital – Laconia and Concord Hospital – Franklin shall have no obligation to repay any overpayments with respect to reimbursements for uncompensated care costs for state fiscal years 2020 and earlier.

18. Concord Hospital – Laconia and Concord Hospital – Franklin shall have no right to underpayments with respect to reimbursements for uncompensated care costs for state fiscal years 2020 and earlier.

19. This Order does not alter any rights, obligations, or defenses as between the State, the Debtor, and its estate with respect to disproportionate share hospital payments for state fiscal years 2020 and earlier. All rights are reserved.

20. The Debtor shall file the tax return required by RSA 84-A:4 in order to determine Post-Closing MET Obligation due on April 15, 2021 on or before April 15, 2021 and shall file the tax return required by RSA 84-A:4 in order to determine Post-Closing MET Obligation due on April 15, 2022 on or before May 30, 2021. Provided the Closing occurs, the Buyers shall pay the reasonable costs of preparation and filing of such returns.

21. The following equipment is hereby deemed deleted from Exhibit A to Schedule 2.1(c) of the Agreement and excluded from the defined term "Acquired Assets": (a) the Oracle Database Analysis Quest and the Oracle Database, previously included in Exhibit A to Schedule 2.1(c) of the Agreement as "Equipment" to be sold (for the avoidance of doubt, no Oracle agreements are to be sold as Equipment, nor shall any Oracle agreement be an Assigned Contract); (b) 000000000016 – "Powerscribe 360 – Nuance"; and (c) computer, telecommunications equipment, and/or other hardware for the Remote Hosting function of Cerner's licensed software solution bearing a label or tag identifying that equipment as property of Cerner Corporation or owned by Cerner Corporation.

22. The last sentence of Section 5.5(a) is deleted, in its entirety, and replaced with the following: "On or before the thirtieth (30th) day after the later of entry of the Sale Order and receipt by the Buyers of the Debtor's personnel files, the Buyers shall provide the Seller with Schedule 5.5(a) which schedule shall list all of the Seller's employees to whom, subject to the first sentence of this subparagraph, each Buyer will offer employment and, if such employee is offered employment, subject to usage between the date of delivery of such schedule and the

Closing Date, the vacation, holiday and sick pay to which each such employee shall be entitled if such offer is accepted.".

23. In the definition of "**Sale Order,**" "**Section 5.3(h)**" is deleted and replaced by "**Section 5.3(i)**".

24. The Debtor and the Buyers may execute an amendment to the Agreement and may modify the Schedules to the Agreement to evidence the modifications stated herein (and shall provide a copy of such amendment to the Agreement and/or Schedules evidencing the modifications stated herein to the Committee, KeyBank and HUD), but the failure to do so shall not affect the validity and enforceability of such modifications.

Approval of the Sale of the Acquired Assets

25. The Agreement, each document, instrument, and agreement contemplated thereby, including any amendments, supplements and modifications thereto, and all of the terms and conditions thereof, are hereby approved.

26. Pursuant to Sections 363(b) and (f) of the Bankruptcy Code, the Sale of the Acquired Assets to the Buyers, and the transactions contemplated by the Motion and the Agreement, are approved in all respects and (except for the Assumed Liabilities expressly assumed by such Buyer pursuant to the Agreement) are free and clear of all obligations, liabilities and Interests, including, without limitation, all obligations, liabilities, and encumbrances of or asserted by any Governmental Units.

Sale and Transfer of Acquired Assets

27. The Debtor is authorized and directed to take any action that is necessary to consummate the Sale pursuant to and in accordance with the terms and conditions of the Agreement and to transfer and assign all right, title and interest (including common law rights) to all property, licenses and rights to be conveyed in accordance with and subject to the terms and conditions of the Agreement, and are further authorized and directed to execute and deliver, and are empowered to perform under, consummate and implement, the Agreement, together with all additional instruments and documents that may be reasonably necessary or desirable to implement the Agreement, including, without limitation, the related documents, exhibits and schedules, and to take all further actions as may be reasonably requested by the Buyers for the purposes of assigning, transferring, granting, conveying and conferring to the Buyers or reducing to possession, the Acquired Assets, or as may be necessary or appropriate to the performance of the Debtor's obligations as contemplated by the Agreement.

28. Subject to the terms and conditions of this Order, the transfer of the Acquired Assets to the Buyers pursuant to the Agreement constitutes a legal, valid, and effective transfer of the Acquired Assets, and shall vest the Buyers with all right, title, and interest of the Debtor in and to the Acquired Assets free and clear of all Interests of any kind or nature whatsoever (except for the Assumed Liabilities expressly assumed by any Buyer pursuant to the Agreement).

Assumption and Assignment of Assigned Contracts

29. As of the Closing Date, the Assigned Contracts that are executory contracts or unexpired leases shall be deemed to have been assumed by the Debtor and assigned to the Buyer identified in Exhibit 3 to this Order as the assignee of such Assigned Contract pursuant to Sections 105(a), and 365 of the Bankruptcy Code. As of the Closing Date, the Assigned

Contracts that are not executory contracts or unexpired leases shall be deemed to have been assigned to the applicable Buyer pursuant to Sections 105(a) and 363 of the Bankruptcy Code. The Debtor and its estate shall be relieved from any liability with respect to all Assigned Contracts after assumption by the Debtor and assignment to the applicable Buyer. The foregoing notwithstanding, if, prior to the Closing, the Buyers amend Schedule 2.10 of the Agreement to delete any contract on Exhibit 3 hereto, such contract shall not be an Assigned Contract.

30. On the Closing Date, or as soon as reasonably practical thereafter, the Buyer identified in Exhibit 3 as the assignee of an Assigned Contract shall pay to the non-debtor party to each Assigned Contract as to which a liquidated Cure Amount is stated in Exhibit 3 to this Order (the "**Liquidated Cure Amount**") such Liquidated Cure Amount.

31. As to contracts for which a Liquidated Cure Amount is not stated in Exhibit 3 to this Order (each a "**Disputed Cure Contract**"), the amount claimed by the non-debtor party to such Assigned Contract (the "**Maximum Unliquidated Cure Amounts**") is stated in Exhibit 3 to this Order. For the avoidance of doubt, the Maximum Unliquidated Cure Amounts stated on Exhibit 3 to this Order shall be the maximum amount of any subsequently allowed claim to which any non-debtor party to an Disputed Cure Contract shall be entitled pursuant to Section 365(b)(1)(A) of the Bankruptcy Code. The Cure Amounts in dispute as of the Closing Date are hereafter referred to as the "**Disputed Cure Amounts**."

32. Upon payment of the Liquidated Cure Amounts to the applicable non-debtor parties,

(a) all defaults under the related Assigned Contracts required to be cured pursuant to Section 365(b)(1)(A) of the Bankruptcy Code shall be deemed cured and all amounts due to the non-debtor parties to, and beneficiaries of, such Assigned Contracts (including any Governmental Unit, other than the Centers for Medicare and Medicaid Services ("**CMS**) pursuant to

Section 365(b)(1)(B) on account of any pecuniary loss resulting from such defaults shall be deemed paid in full and

(b) each non-debtor party to such Assigned Contracts shall be forever bound by such Liquidated Cure Amounts and enjoined from seeking to terminate such Assigned Contract or enforce any other remedies under such Assigned Contract against any Buyer on account of defaults by the Debtor, including defaults as to which, pursuant to Section 365(b)(1)(A) of the Bankruptcy Code, cure is not required.

33. Upon liquidation of any Disputed Cure Amount (by settlement or by entry of an order of this Court), the Buyer identified in Exhibit 3 as the assignee of such Assigned Contract shall promptly pay such liquidated amount to the applicable counterparty.

34. On and after the Closing Date, the Buyers shall have the sole authority to contest and settle any Disputed Cure Amounts. Neither the Buyers nor the Debtor shall require Court approval of any such settlements. Upon liquidation of any Disputed Cure Amount, such liquidated amount shall become a Liquidated Cure Amount and, upon payment (including by way of offset) the provisions of Paragraph 32 of this Order shall apply to such Assigned Contract and the applicable counterparty. Nothing in this Order shall divest the Debtor of its standing or duty as debtor-in-possession under the Bankruptcy Code from reconciling claims asserted against the Debtor or its estate and objecting to any such claims that should be reduced, reclassified or otherwise disallowed except to the extent such claims are Cure Claims.

35. Any provision in any Assigned Contract that purports to declare a breach, default or payment right as result of an assignment or a change of control in respect of the Debtor as relates to the assumption of any Assigned Contract by the Debtor and assignment of such Assigned Contract to a Buyer is unenforceable, and all such Assigned Contracts shall remain in full force and effect, notwithstanding any such provision. No sections or provisions of any Assigned Contract that purports to provide for additional payments, rent accelerations,

assignment fees, increases, payments, deposits, security, charges, or any other fees charged to any Buyer or the Debtor as a result of the assumption and the assignment of the Assigned Contracts (or assignment, as applicable) to the applicable Buyer shall have any force and effect with respect to the Sale and such provisions are unenforceable under Sections 363(l), 365(e)(1), 365(f), or 541(c)(1) of the Bankruptcy Code, as applicable.

36. The Buyers may elect to take an assignment of contracts and leases not identified in Exhibit 3 hereto (the "**Omitted Contracts**") after the Sale Hearing and prior to the completion of the Case. Upon designation of an Omitted Contract as "Assumed" by a Buyer, the Debtor shall serve a notice on the counterparty to such Omitted Contract that identifies the Buyer to whom such Omitted Contract is proposed to be assigned, provides notice that the Debtor proposes to assume and assign the Omitted Contract to such Buyer and states the Cure Amount the Debtor asserts would be due to such counterparty upon assumption and assignment. The counterparty to such Omitted Contract will have fifteen (15) Business Days (as defined in the Agreement) to object to the Cure Amount or the assumption. If the applicable counterparty, the Debtor and the applicable Buyer are unable to reach a consensual resolution with respect to an objection to the Cure Amount or assumption and assignment of an Omitted Contract, the Debtor will seek an expedited hearing before Bankruptcy Court to determine the Cure Amount (to be paid by the applicable Buyer) and approve the assumption and assignment; provided, however, that all reasonable costs related to such assumption and assignment, including legal fees (but only to the extent that the Court would award them as professional compensation or reimbursement under Section 330 of the Bankruptcy Code), incurred by the Debtor shall be paid for by the Buyer requesting such assumption and assignment . If there is no objection, then the Debtor will obtain an order of this Court fixing the Cure Amount (to be paid by the applicable

Buyer) and approving the assumption and assignment of the Omitted Contract to the applicable Buyer. For the avoidance of doubt, nothing contained herein shall prevent the Debtor from rejecting an Omitted Contract under section 365(a) of the Bankruptcy Code in the reasonable exercise of its business judgment.

37. Any party whose consent to the assumption or assignment of an Assigned Contract is or may be required pursuant to Section 365(c)(1)(B) or Section 365(e)(2)(A)(ii) of the Bankruptcy Code or any other applicable law is deemed to have consented to such assumption and assignment if such party failed to object timely to the assumption or assignment of such Assigned Contract in accordance with the Sale-Procedures Order, and the applicable Buyer shall enjoy all of the Debtor's rights and benefits under each such Assigned Contract as of the applicable date of assumption without the necessity of obtaining such non-debtor counterparty's written consent to the assumption or assignment thereof. The Buyer shall be deemed to have demonstrated adequate assurance of future performance with respect to each Assigned Contract pursuant to Sections 365(b)(1)(C) and 365(f)(2)(B) of the Bankruptcy Code.

38. Nothing in this Order, the Motion, or in any notice or any other document is or shall be deemed an admission by the Debtor that any contract or Assigned Contract is an executory contract or unexpired lease.

39. The foregoing notwithstanding, as to (a) Humana, (b) UnitedHealthcare, and (c) Anthem (collectively, the "**Commercial Payors**"), subject to the rights of the Buyers to delete contracts designated for assumption and assignment by amending Schedule 2.10 of the Agreement at any time prior to the Closing, to the extent any contracts which are Assigned Contracts as of the Closing are commercial insurance payor contracts, in addition to (but not in duplication of) the Liquidated Cure Amounts, each Commercial Payor shall retain the right to

recoup (but not setoff or otherwise reduce) amounts due to such Commercial Payor under the applicable Assigned Contract for periods prior to the Closing from amounts due from such Commercial Payor to any Buyer under the applicable Assigned Contract.

40. The foregoing notwithstanding, as to Cigna, to the extent of any inconsistency between the provisions of this Order and paragraph 42 of the Sale-Procedures Order, paragraph 42 of the Sale-Procedures Order shall control.

Additional Provisions

41. KeyBank, N.A. ("**KeyBank**") and the United States of America on behalf of, among others, the U.S. Department of Housing and Urban Development ("**HUD**") each filed objections requesting payment of the Net Proceeds of Sale (defined below) to KeyBank at closing (the "**Lender Objections**") [ECF Nos. 298, 334, 335]. KeyBank and HUD consented to the Sale free and clear of their liens. *See* ¶ 75 below. In exchange for such consent, KeyBank, HUD, the Debtor and the Official Committee of Unsecured Creditors (the "**Committee**") have agreed to engage in discussions after the Sale Hearing in an attempt to resolve the issues related to payment of the Net Proceeds of Sale at closing. In the event that the parties cannot reach an agreement with respect to the payment of Net Proceeds of Sale at closing, the issue will be heard at a later hearing, which hearing may be requested by either the Debtor, the Committee, KeyBank or HUD. If the Debtors, KeyBank, HUD and the Committee reach an agreement that resolves the dispute regarding payment of Net Proceeds of Sale at closing, the parties will seek Court approval of such agreement on negative notice to parties-in-interest. In the event issues regarding payment of Net Proceeds of Sale at closing remain outstanding as of the Closing Date, the Net Proceeds of Sale shall be escrowed pending entry of an additional order of this Court. All Interests, including any liens, claims or encumbrances of KeyBank and HUD, shall attach to

escrowed proceeds in the order of their respective priorities, with the same validity, force, and effect (if any) that they now have against the Acquired Assets and Assigned Contracts, subject to any and all rights, objections, claims and defenses the Debtor and its estate and/or the Committee may possess with respect thereto. For purposes of clarity, the fact that issues remain outstanding regarding payment of Net Proceeds of Sale at closing shall not impact or impair the finality of this Order.

42. Notwithstanding anything to the contrary in the Agreement, and solely with respect to Section 5.7 of the Agreement ("Post-Closing Maintenance of and Access to Information and Billing"), "parties" and "Seller" as used in Section 5.7 of the Agreement shall include any direct or indirect successor to the Debtor, including any debtor representative and/or liquidating trustee appointed pursuant to a plan in this Case, and their respective professionals, and the Committee and its professionals.

43. Notwithstanding anything in this Order, the Motion, the Agreement, or any exhibits (collectively, the "**Sale Documents**") to the contrary, the Medicare Provider Agreements shall not be considered "assets" that may be sold pursuant to section 363 of the Bankruptcy Code.

44. As of the Closing Date of the Sale, and in accordance with 11 U.S.C. § 365, the Debtor will assume the Medicare Provider Agreements, including, but not limited to, those identified by CMS Certification Numbers 30M306, 30S005, 301306, 30U005, 300005, 303984A, 303980A, and 30Z306 and assign the Medicare Provider Agreements to the applicable Buyer. Also, as of the Closing Date, subject to CMS' approval of the change of ownership of the Medicare Provider Agreements from the Debtor to the applicable Buyer, the applicable Buyer accepts automatic assignment of the Medicare Provider Agreements under 42 C.F.R. § 489.18,

including all benefits and burdens. Thereafter, the Medicare Provider Agreements shall be governed exclusively by the Medicare statute, regulations, policies and procedures. These include, but are not limited to, adjustment of all payments to any Buyer, as the owner of the Medicare Provider Agreements, to account for all overpayments and underpayments and CMS-imposed civil monetary penalties, including those relating to the pre-petition and pre-sale periods. The foregoing notwithstanding, neither CMS nor any other department or agency of the United States shall be permitted to setoff (as opposed to recoup) against amounts owed to any Buyer under any Medicare Provider Agreement on account of amounts owed to the United States or any department or agency thereof by the Debtor (each a "**Debtor Obligation Setoff**"). The Buyer and Debtor reserve all rights to oppose, appeal, or otherwise challenge any Debtor Obligation Setoff in accordance with applicable law.

45. Notwithstanding anything to the contrary therein, nothing in the Sale Documents shall affect CMS' right of recoupment, CMS' rights under 42 C.F.R. § 405.371or CMS' administration of the Debtors' Medicare Provider Agreements and federal Medicare laws and regulations. The foregoing shall not be interpreted to allow exercise of a Debtor Obligation Setoff. Nothing in the Sale Documents shall be construed or interpreted as a sale of the Medicare Provider Numbers. The Buyer and Debtor reserve all rights to oppose, appeal, or otherwise challenge any claims of CMS under this paragraph in accordance with applicable law.

46. Nothing in this Order shall alter or modify obligations of the Debtor and Buyer to comply with applicable state law (including, without limitation, RSA 7:19-b; RSA 547:3-c and 3-d; RSA Ch. 356 and 358-A) with respect to review and approval of the transaction authorized by this Order or the eligibility of any Buyer to be a transferee of any license, permit, registrations, or other authorizations from the State of New Hampshire contained on Schedule

2.1(f) to the Agreement (with respect to items on Schedule 2.1(f), the "**Permissions**"). The Buyers shall be deemed to have acknowledged that review and necessary approvals or consents by the New Hampshire Circuit Court Probate Division (RSA 547:3-c and 3-d), the New Hampshire Attorney General, Charitable Trusts Unit (RSA 7:19-b), the New Hampshire Attorney General Consumer Protection and Antitrust Bureau (RSA Chs. 356 and 358-A) are required for the Debtor to consummate the Sale. The Buyers shall further be deemed to have acknowledged that approvals may be required with respect to Permissions from the State of New Hampshire identified on Schedule 2.1(f) and that entry of this Order shall not authorize a transfer of any of the Permissions if, under applicable state law, the Buyer is ineligible for or unqualified to receive such Permissions. Further, nothing in this Order authorizes the transfer of any license, permit, registration, or other governmental authorization from the State of New Hampshire that is not specifically identified on Schedule 2.1(f) to the Agreement.

47. Neither the findings of fact nor conclusions of law in the Sale-Procedures Order or this Order shall be binding on the State of New Hampshire or any of its agencies with respect to the exercise of regulatory or police powers, in regulatory proceedings, formal or informal investigation or review, or with respect to approvals related to such sale or any Permissions, or preclude such agencies from seeking and obtaining reimbursement for any costs under RSA 356:4-b and RSA 356:10.

48. Notwithstanding anything in this Order, the Motion, the Agreement, or any exhibits or Schedules related thereto (collectively, the "**Sale Documents**") to the contrary, the Debtor's Medicaid Provider Agreements with the State of New Hampshire (the "**NH Medicaid Provider Agreements**") shall not be considered "assets" that may be sold pursuant to § 363 of the Bankruptcy Code. Without in any way limiting the generality of the foregoing, the NH

Medicaid Provider Agreements are not included within the meaning of "Acquired Assets" as that term is used in section 2.1 of the Agreement, nor are the NH Medicaid Provider Agreements "Assigned Contracts" or licenses, permits, registrations and other approvals of Governmental Authorities identified on Schedule 2.1(f) to the Agreement. Failure to identify any other form of property included within the definition of Acquired Assets is not intention to indicate that by virtue of such omission the NH Medicaid Provider Agreements are included therein.

49. Notwithstanding anything to the contrary in the Sale Documents, nothing therein shall affect the State of New Hampshire's rights of recoupment provided, however, the State of New Hampshire shall not be entitled to recoupment against any Post-Approval DHHS Payments on account of Excluded Liabilities nor from any payments due to any Buyer from a Medicaid Managed Care Organization provided further, that the forgoing is subject to any rights, claims, defenses and objections the State of New Hampshire, the Buyers, the Debtor, its estate, and the Committee may possess with respect thereto and all such rights, claims, defenses and objections are expressly preserved and reserved. Nothing in the Sale Documents shall be construed or interpreted as a sale of the Debtor's Medicaid Provider Numbers.

50. Cerner filed the Limited Objection of Cerner Corporation to (A) the Debtor's Sale Motion and (B) the Debtor's Assumption Notice [ECF No. 302] (the "**Cerner Limited Objection**"). Pursuant to a Cerner Business Agreement (together with all amendments, schedules, and subscriptions, the "**Cerner Agreement**") between Cerner and Asquam Community Health Collaborative, LLC, Cerner licenses certain health information software solutions and services for use by the Debtor, which is a permitted facility under the Cerner Agreement. The Cerner Limited Objection is resolved as follows:

(a) The Buyers are acquiring certain computer hardware and equipment from the Debtor on which Cerner's software licenses are installed. Concord shall not use Cerner's software licenses without Cerner's permission, and subject to subparagraph (c) below, Concord shall remove Cerner's licensed software from the hardware and equipment, including all back-up copies;

(b) The Debtor acknowledges that it cannot assume the Cerner Agreement and shall not otherwise attempt to assume and assign Cerner's licensed software pursuant to 11 U.S.C. § 365; and

(c) Notwithstanding the inability of the Debtor to assume and assign the Cerner Agreement to Concord, Concord or its agent may use Cerner's licensed software, including the hardware and equipment referenced above (including the Cerner Equipment defined in paragraph 21 above) during the sale transition period; such use shall be permitted upon the terms set forth in the Cerner Agreement as modified by paragraphs 13 and 17-20 of that certain Stipulation and Consent Order Concerning Payment and Performance under the Cerner Business Agreement entered into by and between the Debtor and Cerner, and may continue until such time as Cerner and Concord enter into a separate agreement for the health information software solutions and services or until the Cerner Agreement's termination on June 25, 2022.

51. Except for the Assumed Liabilities, pursuant to Sections 105(a) and 363(f) of the Bankruptcy Code, upon the Closing under the Agreement, the Acquired Assets and the Assigned Contracts shall be free and clear of all

(a) mortgages, security interests, conditional sale or other title retention agreements, pledges, liens, rights of offset, judgments, demands, encumbrances, and claims (as that term is defined in the Bankruptcy Code),

(b) rights or options to effect any forfeiture, modification, repurchase, or termination of any Debtor's or any Buyer's interest in the Assigned Contracts and/or Acquired Assets, regardless whether such are "claims" as that term is defined in the Bankruptcy Code,

(c) PBGC Claims,

(d) claims in respect of Taxes (including taxes as to which applicable returns have not yet been filed, whether or not overdue), and

(e) easements, restrictions, rights of first refusal or charges of any kind or nature, if any, including, but not limited to, any restriction on the use, voting, transfer, receipt of income or other exercise of any attributes of ownership, regardless whether such are "claims" as that term is defined in the Bankruptcy Code (collectively, items (i) to (v) above are referred to as "Interests"),

with all such Interests to attach to the Net Proceeds of Sale (defined below) in the order of their respective priorities, with the same validity, force, and effect (if any) that they now have against the Acquired Assets and Assigned Contracts, subject to any rights, claims, defenses and objections the Debtor, its estate and the Committee may possess with respect thereto and all such rights, claims, defenses and objections are expressly preserved and reserved. The "**Net Proceeds of Sale**" is the Purchase Price, as adjusted pursuant to the Agreement, minus other costs of sale.

52. Until October 2024, Concord Hospital-Laconia shall provide the services described below at least at the level of service to Hillside ASC, LLC ("**Hillside**") which exists as of the Closing Date on terms consistent with past practices provided that (i) Hillside maintains a reasonable operating margin, sufficient to cover its expenses, (ii) the provision of such services shall not otherwise violate any applicable rule, law, or regulation, and (iii) Concord Hospital-Laconia is timely paid for such services at rates that comply with applicable law (including laws or regulations that required payment for services at fair market value). The services required to be provided are limited to back office services, billing, collections, staffing, human resource services, quality consulting and auditing. In addition, Concord Hospital-Laconia shall, on the

same terms and conditions, provide Hillside with access to the Cerner EMR system currently provided to LRGH (to the extent such system is available to Concord Hospital-Laconia) and, upon Concord Hospital-Laconia implementing its own EMR system, access to such EMR system. The foregoing shall not preclude Concord Hospital-Laconia from providing any other services to Hillside that shall be agreed upon by Hillside and Concord Hospital-Laconia.

53. All persons are hereby enjoined from asserting, prosecuting or otherwise pursuing any claim (regardless of when accrued and regardless whether meeting the definition of "claim" under the Bankruptcy Code) such person had, has or may have (other than an Assumed Liability against the Buyer liable on such Assumed Liability) against the Debtor or on account of the Sale (including on account of the negotiation of the Agreement) against

(a) any Acquired Asset or the Assigned Contract or

(b) any Buyer.

The foregoing injunction shall be deemed to apply to any act to condition entry by any Buyer into a new managed care agreement with a Medicaid managed care company on payment, or agreement to be subject to offset for payment, of claims of such Medicaid managed care company against the Debtor.

54. As of the Closing Date, each of the Debtor's creditors is authorized and directed to

(a) deliver to the Buyers any document required to be delivered under the Agreement which is subject to a non-disclosure or similar agreement provided the Buyer agrees to hold such agreement confidence pursuant to the same terms that apply to the Debtor, and

(b) execute such documents and take all other actions as may be necessary to release its Interests in or claims against the Acquired Assets and Assigned Contracts, if any, as such Interests or claims may have been recorded or may otherwise exist.

55. Each and every Governmental Unit shall be, and hereby is, directed to accept

(a) this Order as sufficient evidence of the transfers of all right, title, and interest in, to, and under the Acquired Assets and the Assigned Contracts, and are authorized to rely on this Order in consummating, or facilitating the consummation of, the Sale, and

(b) any and all documents and instruments necessary and appropriate to consummate the Sale.

56. Upon the occurrence of the Closing, all Interests in, against, or upon the Acquired Assets or the Assigned Contracts shall be unconditionally released, terminated, and discharged without the need for any further action. Notwithstanding the foregoing, at the Closing, or as soon as practicable thereafter,

(a) the Debtor and the Buyers are hereby authorized to execute and file such termination statements, instruments of satisfaction, releases, or other documents to reflect the unconditional release, termination, and discharge of such Interests on behalf of such person or entity with respect to the Acquired Assets and the Assigned Contracts, and

(b) the Buyers are hereby authorized on behalf of each holder of a purported Interest to file, register, or otherwise record a copy of this Order, which, once filed, registered, or otherwise recorded, shall constitute conclusive evidence of the unconditional release, termination, and discharge of all Interests in, against, or upon the Acquired Assets or the Assigned Contracts.

The provisions of this Order authorizing the Sale of the Acquired Assets (including the Assigned Contracts) free and clear of all Interests are self-executing and, notwithstanding the failure of the Debtor, the Buyers or any other party to execute, file or obtain termination statements, instruments of satisfaction, releases, or other documents to reflect the release, termination, and discharge of any such Interests, all such Interests shall be deemed divested immediately upon Closing.

57. All entities that are presently, or on the Closing Date may be, in possession of some or all of the Acquired Assets are hereby directed to surrender possession of the Acquired Assets to the applicable Buyer on the Closing Date.

58. As of the Closing Date, all agreements of any kind whatsoever and all orders of this Court entered before the date hereof shall be deemed amended and/or modified to the extent required to permit the consummation of the Sale.

59. With the exception of the State of New Hampshire, the protections provided by Section 525 of the Bankruptcy Code to the Debtor and persons associated with the Debtor shall be deemed to apply to the Buyer and no Governmental Unit may deny, revoke, suspend, or refuse to renew any permit, license, or similar grant relating to the operation of the Acquired Assets or the Assigned Contracts on account of the filing or pendency of the Bankruptcy Cases, the failure by the Debtor to pay a debt or the consummation of the Sale. The Buyers and the Debtor reserve all rights to assert that the protections described above under Section 525 of the Bankruptcy Code do apply to the State of New Hampshire, but the Debtor and the Buyer shall have no right to a contempt remedy by virtue of this Order in the event of a determination that Section 525 of the Bankruptcy Code does apply to any act or omission of the State of New Hampshire.

60. To the greatest extent available under applicable law, the Buyers shall be authorized, as of the Closing Date and upon the occurrence of Closing, to operate under any transferred license, permit, registration, or governmental authorization or approval of the Debtor with respect to the Acquired Assets, and all such licenses, permits, registrations, and governmental authorizations and approvals are deemed to have been, and hereby are, directed to be transferred to the Buyers as of the Closing Date.

61. No law of any state or other jurisdiction relating to bulk sales or similar laws shall apply in any way to the Sale, the Sale Motion, the Sale-Procedures Order, or this Order and compliance with the legal requirements relating to bulk sales and transfers is not necessary or appropriate under the circumstances.

62. For the avoidance of doubt, any privileges, protections or immunities of the Debtor for communications, documents, materials, or matters arising at any time, whether before or after the Petition Date, including but not limited to any attorney-client privilege, work-product doctrine, common-interest or joint-defense privilege, relating to any matter whatsoever, including without limitation any matter relating to the negotiation and implementation of the Agreement and any of the transactions contemplated thereby or entered into in connection therewith (collectively, "**Privilege**") shall not be Acquired Assets under the Agreement, and any such Privilege is owned and will continue to be owned by the Debtor, and notwithstanding anything to the contrary herein or in the Agreement, the Buyers shall have no interest in or rights with respect to the Privilege, whether pursuant to this Order, the Agreement, or otherwise. The Privilege shall remain within the sole control of the Debtor and may not be waived by any other person or entity.

63. The Agreement as well as other agreements, documents or other instruments related thereto, may be modified, amended, or supplemented by the Debtor (in consultation with the Committee) and the Buyers without further order of the Court, provided that any such modification, amendment, or supplement, is in a writing signed by the parties thereto, and either is

(a) consistent with modifications stated herein;

(b) not material; or

(c) not less favorable to the Debtor than the existing applicable provisions.

64. The transactions contemplated by the Agreement, all other documents related thereto, and this Order are undertaken by the Buyers without collusion and in good faith, as that term is defined in Section 363(m) of the Bankruptcy Code, and, accordingly, the reversal or modification on appeal of the authorization provided herein to consummate the Sale shall not alter, affect, limit, or otherwise impair the validity of the Sale, unless such authorization and such Sale are duly stayed pending such appeal. Each Buyer is a good faith buyer within the meaning of Section 363(m) of the Bankruptcy Code and, as such, is entitled to, and hereby granted, the full rights, benefits, privileges, and protections of Section 363(m) of the Bankruptcy Code. As a good faith buyer of the Assets, each Buyer has not entered into an agreement with any other potential bidders and has not colluded with any potential or actual bidders, and the Sale may not be avoided pursuant to Section 363(n) of the Bankruptcy Code.

65. This Court shall retain jurisdiction

(a) to interpret, implement and enforce the terms and provisions of the Agreement, all amendments thereto, any waivers and consents thereunder, and each of the agreements executed in connection therewith,

(b) to compel delivery of the Acquired Assets and Assigned Contracts to the applicable Buyer free and clear of Interests, or compel the performance of other obligations owed to or by the Debtor, including, to compel delivery of the Purchase Price or performance of other obligations owed to the Debtor,

(c) to resolve any disputes arising under or related to the Agreement, except as otherwise provided therein,

(d) to interpret, implement and enforce the provisions of this Order,

(e) protect the Buyers against (i) any claims of successor or vicarious liability related to the Acquired Assets or Assigned Contracts, or (ii) any claims of Interests asserted on or in the Debtor or the Acquired Assets, of any kind or nature whatsoever, including, without limitation, enjoining the

commencement or continuation of any action seeking to impose successor liability or bulk sale liability,

(f) enter any orders under Sections 105, 363, and 365 of the Bankruptcy Code with respect to the Acquired Assets or Assigned Contracts,

(g) decide any disputes concerning this Order or the rights and duties of the parties hereunder or any issues relating to this Order including, but not limited to, the adjudication of any and all disputes concerning alleged pre-Closing claims and Interests in and to the Acquired Assets including, without limitation, the extent validity, enforceability, priority and nature of any and all claims and Interests,

(h) adjudicate any and all disputes relating to the Debtor's right, title, or interest in the Acquired Assets and the proceeds thereof, and

(i) re-open the Case to determine any of the foregoing.

66. Nothing contained in any plan confirmed in this case or the order confirming any plan shall conflict with or derogate from the provisions of the Agreement or the terms of this Order. Further, the provisions of this Order and any actions taken pursuant hereto shall survive the entry of any order which may be entered confirming any plan or converting the Case from a case under Chapter 11 of the Bankruptcy Code to a case under Chapter 7 of the Bankruptcy Code. To the extent that any provision of the Agreement directly conflicts or is directly inconsistent with any provision of this Order, the applicable provision of this Order shall govern and control.

67. The terms and provisions of the Agreement, together with the terms and provisions of this Order, shall be binding in all respects upon, and shall inure to the benefit of, the Debtor, its estate, its creditors, the Buyers and their affiliates, successors, and assigns, and any affected third parties including, but not limited to, all persons asserting a claim against or Interest in the Debtor's estate or any of the Assigned Contracts and the Acquired Assets, and any trustee appointed for the Debtor under any Chapter of the Bankruptcy Code.

68. The failure specifically to include any particular provision of the Agreement in this Order shall not diminish or impair the effectiveness of such provision, it being the intent of the Court that the Agreement be authorized and approved in its entirety.

69. The Buyers are parties in interest and shall have standing to appear and be heard on all issues related to or otherwise connected with this Order, the Sale, or the Agreement.

70. The consideration provided by each of the Buyers for the Acquired Assets under the Agreement constitute reasonably equivalent value and fair consideration under the Bankruptcy Code and under the laws of the United States, any state, territory, possession, or the District of Columbia. Accordingly, the Sale may not be avoided under Section 363(n) of the Bankruptcy Code.

71. The Debtor will cooperate with the Buyers and each of the Buyers will cooperate with the Debtor, in each case to ensure that the transactions contemplated in the Agreement are consummated.

72. Notwithstanding anything to the contrary contained herein, the purchase by the Buyers of the Acquired Assets is subject to the Assumed Liabilities and the Buyers shall remain liable for the Assumed Liabilities, all as set forth in the Agreement. Except as expressly provide for herein, the Buyers shall have no liability or responsibility for any liability or other obligation of the Debtor arising under or related to the Acquired Assets other than for the Assumed Liabilities. Without limiting the generality of the foregoing, and except as otherwise specifically provided for herein, the Buyers shall not be liable for any claims against the Debtor or any of its predecessors or affiliates, and the Buyers shall have no successor or vicarious liabilities of any kind or character whether known or unknown as of the Closing, now existing or hereinafter arising, whether fixed or contingent, with respect to the Debtor, the Acquired Assets or any

obligations of the Debtor arising prior to the Closing, including, but not limited to, liabilities on account of any taxes arising, accruing, or payable under, out of, or in connection with, or in any way relating to the operation of the business prior to the Closing. Under no circumstances shall any Buyer be deemed a successor of or to the Debtor for any Interest against or in the Debtor, the Acquired Assets of any kind or nature whatsoever.

73. All provisions of this Order are non-severable and mutually dependent.

74. Notwithstanding the provisions of Bankruptcy Rules 6004(h), 6006(d), 7062, 9014 or otherwise, for cause shown, this Order shall be effective and enforceable immediately upon entry and its provisions shall be self-executing, and the stays provided in Bankruptcy Rules 6004(h) and 6006(d) are hereby expressly waived and shall not apply. Accordingly, the Debtor and the Buyers are authorized and empowered to close the Sale immediately upon entry of this Order in accordance with the terms of this Order and the provisions of the Agreement.

75. For the reasons set forth on the record at the conclusion of the hearing on December 23, 2020, the Court finds and concludes that KeyBank and HUD consented to sale of the Acquired Assets free and clear of any Interests possessed by KeyBank and/or HUD. In addition, the Court overruled the remaining objection of Humana [ECF No. 309] for the reasons set forth on the record of the same hearing.

Dated: December 24, 2020

/s/ Michael A. Fagone
Michael A. Fagone
United States Bankruptcy Judge
District of New Hampshire (by designation)

Exhibit 1

Stalking Horse Agreement

ASSET PURCHASE AGREEMENT

CONCORD HOSPITAL AND LRGHEALTHCARE

October 19, 2020

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ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (the "Agreement") is made and entered into as of October 19, 2020 by and between Concord Hospital, Inc., a New Hampshire not-for-profit corporation ("Concord"), Concord Hospital - Laconia, a New Hampshire not-for-profit corporation ("Concord Laconia"), Concord Hospital - Franklin, a New Hampshire not-for-profit corporation ("Concord Franklin"), Capital Region Development Corporation, a New Hampshire not-for-profit corporation ("CRDC"), and Capital Region Ventures Corporation, a New Hampshire not-for-profit corporation ("CRVC" and, together with Concord, Concord Laconia, Concord Franklin and CRDC, the "Buyers"), on the one hand, and LRGHealthcare, a New Hampshire not-for-profit corporation (the "Seller" and with the Buyers, the "Parties"), on the other.

RECITALS

WHEREAS, the Seller owns and operates Lakes Region General Hospital, a licensed acute care hospital located in Laconia, New Hampshire and Franklin Regional Hospital, a licensed critical access hospital located in Franklin, New Hampshire (the "Hospitals"); and

WHEREAS, upon the terms and subject to the conditions contained in this Agreement, the Seller desires to sell to the Buyers and the Buyers desire to purchase from the Seller substantially all of the Seller's assets used in the operation of the Hospitals in exchange for the payment of the Purchase Price to the Seller and the assumption of the Assumed Liabilities by a Buyer; and

WHEREAS, promptly after the execution of the Agreement, the Seller intends to commence a voluntary case under Chapter 11 of the Bankruptcy Code (the "Bankruptcy Case") by filing a petition for relief in the United States Bankruptcy Court for the District of New Hampshire (the "Bankruptcy Court"); and

WHEREAS, the transactions contemplated by this Agreement (the "Transactions") are subject to the approval of the Bankruptcy Court and will be consummated only pursuant to a Sale Order to be entered in the Bankruptcy Case; and

WHEREAS, the Transactions are also subject to the approval of the New Hampshire Circuit Court for the 4th Circuit, Probate Division (the "Probate Court") and will be consummated only pursuant to such approval; and

WHEREAS, the Buyers and the Seller have determined that the Transactions would enhance the respective missions of the Buyers and the Seller, including (a) providing high quality and access to health care services as non-profit tax exempt entities under 26 U.S.C. § 501(c)(3), (b) achieving excellence in clinical innovations, service, quality, cost and outcomes, (c) serving financially needy and medically underserved patients, and (d) achieving operating efficiencies, containing and reducing costs, and avoiding unnecessary duplication of services and equipment.

AGREEMENT

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

1. Definitions and References.

1.1. Definitions. As used in this Agreement, and unless the context requires a different meaning, the following terms have the meanings given:

"Accounts Receivable" means all accounts receivable of the Seller, including Non-Medicare Straddle Patient Accounts Receivable, Medicare Straddle Patient Accounts Receivable, and all amounts due to the Seller from Medicare, Medicaid, and any other payor on account of the provision of medical services.

"ACA" is defined in Section 3.11(p).

"ADEA" is defined in Section 3.11(p).

"Acquired Assets" is defined in Section 2.1.

"Affiliate" means Person that, directly or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with another Person and includes the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of securities, election or appointment of directors, by contract or otherwise.

"Affiliated Persons" is defined in Section 3.25.

"Agreement" means this Asset Purchase Agreement and all Exhibits and Schedules attached hereto, as amended, supplemented or replaced by the parties from time to time, and all instruments, agreements, certificates or other documents executed by any party at Closing.

"Antitrust Laws" means, collectively, the HSR Act, the Sherman Act, the Clayton Act, the Federal Trade Commission Act and any other federal or state or foreign statutes, rules, regulations, orders, decrees, administrative or judicial doctrines or other applicable Laws that are designed to prohibit, restrict or regulate actions having the purpose or effect of monopolization or restraint of trade.

"Assumed Contracts" is defined in Section 2.10.

"Assumed Employee Benefit Plans" is defined in Section 2.1(l).

"Assumed Liabilities" is defined in Section 2.3.

"Assumption and Assignment Notices" is defined in Section 5.3(i).

"Attorney General" means the New Hampshire Attorney General or the office of the New Hampshire Attorney General.

"Audited Financial Statements" means the audited consolidated balance sheet of the Seller and its Affiliates as of September 30, 2019, and the audited consolidated statement of operations, and audited consolidated statement of net assets for the fiscal year then ended, together with the notes thereto and the report thereon of Baker Newman & Noyes, LLC, independent certified public accountants.

"Balance Sheet" is defined in Section 3.4(b).

"Bankruptcy Case" is defined in the Recitals.

"Bankruptcy Code" means Title 11 of the United States Code, 11 U.S.C. §§ 101 – 1532, as amended.

"Bankruptcy Court" is defined in the Recitals.

"Bureau" is defined in Section 5.16.

"Buyers Indemnified Persons" is defined in Section 9.1.

"Cash Purchase Price" is defined in Section 2.5.

"Claims Close Date" is defined in Section 9.5.

"Closing" is defined in Section 8.1.

"Closing Date" means the date on or as of which the Closing occurs.

"Closing Date Liquidated Cure Payments" is defined in Section 2.10.

"CMS" the Centers for Medicare and Medicaid Services.

"CMS Loan" is defined in Section 7.12

"CMS Loan Amount" is defined in Section 7.12

"CMS Offsets" is defined in Section 2.10.

"CMS Self-Disclosure" is defined in Section 7.11.

"CMS Self-Disclosure Amount" is defined in Section 7.11.

"COBRA" is defined in Section 3.11(p).

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

"Competing Bid" is defined in Section 5.3(h)

"Competing Business" is defined in Section 3.26.

"Confidentiality Agreement" is defined in Section 8.4(c).

"Contracts" means all commitments, contracts, leases, licenses, agreements and understandings, written or oral, to which the Seller is a party, including all management, employment, retention and severance agreements, vendor agreements, real and personal property leases and schedules, maintenance agreements and schedules, agreements with municipalities and labor organizations, and bonds, mortgages and other loan agreements.

"Cure Escrow Agent" is defined in Section 2.10.

"Cure Escrow Agreement" means an agreement substantially in the form attached to this Agreement as Exhibit A.

"Cure Payments" means the amounts necessary to cure all defaults, if any, under the Assumed Contracts, as required by Section 365(b) of the Bankruptcy Code.

"Damages" is defined in Section 9.1.

"Deposit" is defined in Section 2.6.

"Director" is defined in Section 5.15.

"Disputed Cure Amount" is defined in Section 2.10.

"DOL" is defined in Section 3.11(d).

"Employee Benefit Plan" means pension, benefit, retirement, compensation, employment, consulting, profit-sharing, deferred compensation, incentive, bonus, performance award, change in control, retention, severance, vacation, paid time off, sick leave, welfare, fringe-benefit and other similar agreement, plan, policy, program or arrangement (and any amendment thereto), in each case whether or not reduced to writing and whether funded or unfunded, including each "cafeteria plan" under Section 125 of the Code and each "employee benefit plan" within the meaning of Section 3(3) of ERISA, whether or not tax-qualified and whether or not subject to ERISA, which is or has been maintained, sponsored, contributed to, or required to be contributed to by the Seller or any ERISA Affiliates for the benefit of any current or former employee, officer, director, retiree, independent contractor or consultant or any spouse or dependent of any such individual, or under which the Seller or any of its ERISA Affiliates has or may have any liability, or with respect to which the Buyers could reasonably be expected to have any liability.

"Employee Pension Benefit Plan" is defined in Section 3(2) of ERISA.

"Employee Welfare Benefit Plan" is defined in Section 3(1) of ERISA.

"Environmental Claim" means any written notice (or oral notice reduced to writing by the Seller) by a Person alleging potential liability (including potential liability for investigatory

costs, cleanup costs, Governmental Authority response costs, natural resource damages, property damages, personal injuries, or penalties) arising out of, based on or resulting from (a) the presence, or release into the environment by the Seller, of any Materials of Environmental Concern at any location, whether or not owned by the Seller, (b) circumstances forming the basis of any violation, or alleged violation, of any Environmental Laws by the Seller; or (c) circumstances forming the basis of any liability, or alleged liability, of the Seller under any Environmental Laws.

"Environmental Laws" means any and all Legal Requirements relating to pollution or protection of human health or the environment (including air, surface water, groundwater, land surface or subsurface strata), including Legal Requirements of any permits, licenses, registrations or other authorizations of Governmental Authorities relating to pollution or protection of human health or the environment, Legal Requirements relating to emissions, discharges, releases or threatened releases of Materials of Environmental Concern, or otherwise relating to the manufacture, processing, distribution, use, treatment, storage, disposal, transport, recycling, reporting or handling of Materials of Environmental Concern.

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

"ERISA Affiliate" means any entity (whether or not incorporated) that would be treated together with the Seller or any of its Affiliates as a "single employer" within the meaning of Section 414 of the Code.

"Excluded Assets" is defined in Section 2.2.

"Excluded Deposits/Prepaids" is defined in Section 2.1(k).

"Excluded Liabilities" means any and all liabilities of the Seller other than the Assumed Liabilities, whether known or unknown, fixed or contingent, recorded or unrecorded.

"Execution Date" means October 19, 2020.

"Final Order" means an order, judgment or other decree of any Governmental Authority as to which (a) the operation or effect has not been reversed, stayed, modified, or amended, (b) no appeals or motions for reconsideration are pending, and (c) any and all appeal periods have expired.

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

"Governmental Authorities" means all agencies, authorities, bodies, boards, commissions, courts, instrumentalities, legislatures and offices of any nature whatsoever of any federal, state, county, district, municipal, city, foreign or other government or quasi-government unit or political subdivision, and private arbitration panels or dispute resolution makers.

"Government Reimbursement Programs" means federal and state Medicare, Medicaid and CHAMPUS programs, and similar or successor programs with or for the benefit of Governmental Authorities.

"GSIE" means Granite Shield Insurance Exchange.

"GSIE Letter" is defined in Section 5.3(c).

"HIPAA" is defined in Section 3.11(p).

"Hired Employee PTO" is defined in Section 2.5.

"Hired Employees" means those employees of the Seller who accept a Buyer's offer of employment before, on, or as of the Closing Date.

"Holdback" is defined in Section 2.9.

"Holdback Escrow Agent" is defined in Section 2.9.

"Holdback Escrow Agreement" means an agreement substantially in the form attached hereto as Exhibit B.

"Hospitals" is defined in the Recitals.

"Included Patient Records" is defined in Section 2.1(h).

"Instrument" is defined in Section 2.1(m).

"Intellectual Properties" means all marks, names, trademarks, service marks, patents, patent rights, assumed names, logos, copyrights, trade secrets and similar intangibles (including variants thereof and applications therefor).

"Interests" mortgages, security interests, conditional sale or other title retention agreements, pledges, liens, rights of offset, judgments, demands, encumbrances and claims (as that term is defined in the Bankruptcy Code), (ii) rights or options to effect any forfeiture, modification, repurchase, or termination of the Seller's or any Purchaser's interest in the Assigned Contracts and/or Acquired Assets, regardless whether such are "claims" as that term is defined in the Bankruptcy Code, (iii) claims of the PBGC, (iv) claims in respect of Taxes (including taxes as to which applicable returns have not yet been filed, whether or not overdue), and (v) easements, restrictions, rights of first refusal or charges of any kind or nature, if any, including, but not limited to, any restriction on the use, voting, transfer, receipt of income or other exercise of any attributes of ownership, regardless whether such are "claims" as that term is defined in the Bankruptcy Code.

"Inventory" is defined in Section 2.1(d).

"IRS" defined in Section 3.11(d).

"Laws" is defined in Section 3.19(a).

"Legal Requirements" means with respect to any Person, all statutes, ordinances, codes, rules, regulations, restrictions, orders, judgments, orders, writs, injunctions, decrees, licenses,

permits, registrations, determinations, awards or other approvals or authorizations of any Governmental Authority having jurisdiction over such Person or any of such Person's assets or businesses in effect as of the Closing Date.

"Material Adverse Effect" means any event, change, circumstance, effect, or state of facts that is materially adverse to (a) the business, financial condition or results of operations of the Hospitals, taken as a whole, or (b) the ability of the Buyers or the Seller to perform its obligations under the Agreement or any documents required hereunder or to consummate the Transactions; provided, however, that "Material Adverse Effect" shall not include the effect of any event, change, circumstance, or state of facts arising out of or attributable to any of the following, either alone or in combination, (i) the filing of the Bankruptcy Case, (ii) the markets in which the Hospitals operates generally, (iii) general economic or political conditions (including those affecting the securities markets), (iv) the public announcement of the Agreement or of the consummation of the Transactions, (v) acts of war (whether or not declared), sabotage or terrorism, military actions or the escalation thereof or other force majeure events occurring after the date hereof, (vi) the effects of the Covid-19 pandemic, or (vii)any changes in applicable laws, regulations or accounting rules.

"Material Payors" is defined in Section 7.7.

"Materials of Environmental Concern" means chemicals, pollutants, contaminants, wastes (including medical waste, infectious and chemotherapeutic waste), toxic substances, radioactive materials and radioactive sources, petroleum and petroleum products, including hazardous wastes under the Resource, Conservation and Recovery Act, 42 U.S.C. § 6903 *et seq.*, hazardous substances under the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. § 9601 *et seq.*, hazardous air pollutants under the Clean Air Act, 42 U.S.C. § 7401 *et seq.*, regulated substances under the Land Recycling and Environmental Remediation Standards Act of 1995, 35 P.S. § 6026.101 *et seq.*, each as amended, and asbestos, polychlorinated biphenyls and urea formaldehyde.

"Medicare Provider Agreements" means the agreement between the Seller and CMS providing, among other things, for reimbursement to the Seller for medical services rendered to Medicare patients.

"Medicare Straddle Patients" is defined in Section 2.14(b).

"Medicare Straddle Patient Accounts Receivable" is defined in Section 2.1(a).

"Multiemployer Plan" is defined in Section 3(37) of ERISA.

"Necessary Consent" is defined in Section 2.11.

"New Hampshire Loan" means that certain loan from the State of New Hampshire to the Seller evidenced by, among other things, that certain note dated April 8, 2020 in the principal amount of Five Million Two Hundred Fifty Thousand Dollars ($5,250,000).

"Non-Medicare Straddle Patients" is defined in Section 2.14(a).

"Non-Medicare Straddle Patient Accounts Receivable" is defined in Section 2.1(a).

"Probate Court" is defined in Section 5.18.

"Probate Court Approval" is defined in Section 5.18.

"Probate Court Approval Petition" is defined in Section 5.18.

"Outside Closing Date" is defined in Section 8.4(a)(i).

"PBGC" is defined in Section 3.11(d).

"Permitted Real Property Encumbrances" means (a) liens for real estate Taxes, water and sewer rents and other lienable services that are apportioned as provided in Section 2.7, including special assessments; (b) the standard or printed exceptions contained in the form of owner's policy issued by the Buyers' title insurance company; (c) an exception for any state of facts or other matters which would be shown by a survey; (d) any and all present and future laws, ordinances, restrictions, requirements, resolutions, orders, rules and regulations of any Governmental Authority, as now or hereafter existing or enforced (including, without limitation, those related to zoning and land use); (e) possible additional tax assessments for new construction and/or major improvements; (f) any exceptions caused by the Buyers or any of their agents, employees or contractors; (g) any recorded or unrecorded covenants, conditions, restrictions, rights of way and easements which would not materially interfere with the use of the Real Property in the manner in which it is presently being used; and, (h) those Interests described in Schedule 1.1 - PRPE.

"Person" means any individual, company, body corporate, association, partnership, limited liability company, firm, joint venture, trust, trustee or Governmental Authority;

"Petition Date" is defined in Section 5.3(f).

"Procedures Order" means the order of the Bankruptcy Court, described in Section 5.3(h) and attached to this Agreement as Exhibit C, with such modifications to which the Buyers may agree.

"Purchase Price" is defined in Section 2.5.

"Real Property" means the real property owned by the Seller on which the Hospitals are located and all other real property owned by the Seller, as more particularly described on Schedule 2.1(b), together with all buildings, improvements and fixtures thereon and all appurtenances and rights thereto;

"Restricted Funds" is defined in Section 2.1(j).

"Sale Hearing" is defined in Section 5.3(h).

"Sale Motion" is defined in Section 5.3(h).

"Sale Order" means the Order issued by the Bankruptcy Court described in Section 5.3(h) and substantially in the form of Exhibit D, attached to this Agreement, with such modifications to which the Buyers may agree.

"Seller Indemnified Persons" is defined in Section 9.2.

"Straddle Patients" means all Medicare Straddle Patients and all Non-Medicare Straddle Patients.

"Tail Coverage" means an extended claims reporting provision provided by GSIE or another carrier acceptable to the Buyers in their sole discretion that (i) provides professional liability coverage for each physician/provider employee of the Seller (or for which the Seller otherwise is obligated to provide such insurance) for which coverage is provided and written on a claims made insuring agreement as of the Closing Date, (ii) covers prior acts, (iii) names the Seller, the Buyers and other Persons designated by the Buyers as named insureds thereunder, and (iv) includes such other terms as are acceptable to the Buyers in the exercise of their reasonable discretion.

"Tax" means any income, unrelated business income, excess benefits, gross receipts, license, payroll, employment, excise, severance, stamp, occupation, premium, windfall profits, environmental (including taxes under Section 59A of the Code), customs duties, capital stock, franchise, profits, withholding, social security, unemployment, disability, real property, personal property, stamp, sales, use, transfer, registration, unclaimed property, value added, alternative or add-on minimum, estimated or other tax, assessment, charge, levy or fee of any kind whatsoever, including payments or services in lieu of Taxes, interest and penalties on and additions to all of the foregoing, which are due or alleged to be due to any Taxing Authority or Governmental Authority, whether disputed or not.

"Tax Return" means any return, declaration, report, claim for refund, information return or other document (including any related or supporting schedule, statement or information or amended return) filed or required to be filed in connection with the determination, assessment or collection of any Tax of any party or the administration of any laws, regulations, or administrative requirements relating to any Tax.

"Taxing Authority" is defined in Section 3.13(a).

"Tenant Leases" is defined in Section 3.6(j).

"Title Policy" is defined in Section 7.6.

"Transactions" is defined in the Recitals.

1.2. Certain References. As used in this Agreement, and unless the context requires otherwise:

(a) references to "include" or "including" mean including without limitation; and

(b) references in this Agreement to the "knowledge" of the Seller or variants thereof (including "best knowledge") mean the actual knowledge, after reasonable inquiry, of each of the Persons whose names or positions are set forth in Schedule 1.2. The phrase "reasonable inquiry," as used in this definition, may include communication in connection with the operation of the Seller and shall not be confined to matters contemplated by this Agreement.

2. Sale of Acquired Assets and Related Matters.

2.1. Sale of Acquired Assets. Subject to the terms and conditions of this Agreement, at Closing the Seller shall sell, assign, convey, transfer and deliver to a Buyer the Seller's interest in the Acquired Assets and such Buyer shall purchase the Seller's interest in the Acquired Assets, free and clear of all Interests other than the Assumed Liabilities of such Buyer and Permitted Real Property Encumbrances. The Real Property shall be sold to the Buyer identified on Schedule 2.1(b) as the purchaser of such Real Property. All other Acquired Assets shall be sold to Buyer Concord, subject to Concord's assignment rights provided pursuant to Section 10.5. As used herein, the term "Acquired Assets" includes, without limitation, the following:

(a) all Accounts Receivable as of the Closing Date including all of the accounts receivable and collections with respect to the Seller's Medicare Straddle Patients (the "Medicare Straddle Patient Accounts Receivable") and all of the accounts receivable and collections with respect to the Seller's Non-Medicare Straddle Patients (the "Non-Medicare Straddle Patient Accounts Receivable"),

(b) the Real Property described on Schedule 2.1(b);

(c) all equipment located at the Hospitals, including that listed in Schedule 2.1(c);

(d) all janitorial, maintenance, shop, office and other supplies, drugs, food and other disposables owned by the Seller as of the Closing Date ("Inventory");

(e) the Seller's interests in the Assumed Contracts;

(f) licenses, permits, registrations and other approvals or authorizations (including pending approvals or authorizations) of Governmental Authorities, to the extent assignable, relating to the ownership and operation of the Hospitals, but limited to those licenses, permits, registrations and other approvals or authorizations listed on Schedule 2.1(f);

(g) all Intellectual Properties used in connection with the ownership and operation of the Hospitals, and all computer software, programs and similar systems licensed for use in conjunction with the operation of the Hospitals, including those described in Schedule 2.1(g), to the extent assignable;

(h) all original patient records located at, in the custody of, or electronically maintained by either Hospital which, as of the Closing Date, the Seller is required by applicable law to retain (the "Included Patient Records") and personnel records for Hired Employees, and

all policies and procedures manuals and quality assurance records of the Seller to the extent relating to either Hospital;

(i) all other books, records, files, papers and other documents (in whatever form, including computer files and software), including all inventory, sales and marketing records and all patient, customer and supplier lists, and literature to the extent relating to either Hospital;

(j) all restricted endowment or other funds and other restricted assets received by the Seller from donors ("Restricted Funds");

(k) all deposits, prepaid expenses and claims for refunds, advances, prepaid lease expenses, and security deposits arising under or related to the Assumed Contracts, and rights to offset in respect thereof, other than the deposits and prepaid expenses listed on Schedule 2.1(k) hereto (the "Excluded Deposits/Prepaids");

(l) those Employee Benefit Plans listed on Schedule 2.1(l) ("Assumed Employee Benefit Plans");

(m) any gift, devise or bequest under any will, trust agreement, or other instrument of transfer ("Instrument") paid, payable or to become payable to the Seller or any of its Affiliates prior to, on or after the Closing Date (including, but not limited to, gifts to be made upon the occurrence of a future event that has not yet occurred and does not occur prior to the Closing Date) (i) whether such Instrument came into existence prior to, on or after the Closing Date; and (iii) whether such Instrument was revocable or irrevocable prior to, on or after the Closing Date;

(n) all insurance claims and proceeds thereof arising in connection with property damage to the Acquired Assets occurring prior to the Closing Date except to the extent, in the case of proceeds, received by the Seller prior to the Closing Date and expended on the repair or restoration of the Acquired Assets prior to the Closing Date;

(o) all right, title and interests of the Seller in the following entities: (i) Hillside ASC, LLC (65.83% ownership interest), (ii) Granite Healthcare, LLC (14.536% ownership interest), (iii) Granite Shield Insurance Exchange (21% ownership interest), (iv) Granite Shield Insurance Services, LLC (50% ownership interest), (v) New England Telehealth Consortium (membership interest); (vi) Community Health Services Network, LLC (6.66% ownership interest), (vii) New Hampshire Imaging Services, Inc. (7.14% ownership interest); and

(p) general intangibles pertaining to the Hospitals, including goodwill.

Notwithstanding the foregoing, the Buyers shall have the right, upon two (2) days' written notice given to the Seller before Closing, to exclude any or all of the Acquired Assets listed above, deeming such Acquired Assets to be Excluded Assets.

2.2. Excluded Assets. Notwithstanding the generality of Section 2.1, the following assets (the "Excluded Assets") are not a part of the sale and purchase contemplated by this Agreement and are excluded from the Acquired Assets:

(a) all cash and Excluded Deposits/Prepaids;

(b) Inventory disposed of or exhausted after the Execution Date and prior to the Closing Date in the ordinary course of operating the Hospitals;

(c) any of the Seller's interests in Contracts other than Assumed Contracts;

(d) any Employee Benefit Plans other than Assumed Employee Benefit Plans;

(e) all right, title and interest of the Seller in and to all current insurance policies, if any, and all insurance policies providing Tail Coverage;

(f) any and all claims and causes of action arising under the Bankruptcy Code other than claims and causes of action related to any Acquired Asset, including Accounts Receivable;

(g) all personnel records, other than personnel records relating to Hired Employees, and all patient records other than Included Patient Records;

(h) all tradenames that are not described in Schedule 2.1(g) or are described therein but are not assignable;

(i) all Seller's Permits that are not assignable pursuant to applicable law and pending applications therefore; and

(j) all Documents relating exclusively to an Excluded Asset.

2.3. Assumed Liabilities. Effective upon Closing, (a) obligations of the Seller arising on or after the Closing Date under the Assumed Contracts shall be assumed by the Buyer that is the assignee of such Assumed Contract (and no other Buyer), (b) the Assumed Employee Benefit Plans shall be assumed by Concord (and no other Buyer), (c) vacation, holiday and sick leave accumulations of the Hired Employees, but only to the extent listed on Schedule 5.5(a), to be attached to this Agreement pursuant to Section 5.5(a) hereof, and related Taxes thereon, shall be assumed by the Buyer who becomes the employer of such Hired Employee (and no other Buyer), and (d) the Seller's obligations, if any, described on Schedule 2.3 to this Agreement shall be assumed by Concord (and no other Buyer). The foregoing are collectively referred to as the "Assumed Liabilities"). At least ten (10) days prior to the Sale Hearing, the Buyers will provide the Seller with a completed form of Schedule 2.3, which schedule will list all liabilities of the Seller that Concord, in its sole and absolute discretion, shall have agreed to assume at Closing in addition to the Seller's liabilities identified in subsections (a), (b) and (c) above assumed by Concord.

2.4. Excluded Liabilities. Under no circumstance shall the Buyers assume or be obligated to pay, and none of the Acquired Assets shall be or become liable for or subject to any

of the Excluded Liabilities, including the following, which shall be and remain liabilities of the Seller:

(a) subject to Section 5.12(b) hereof, liabilities or obligations of the Seller for Taxes in respect of any periods, including periods ending on or prior to the Closing Date or resulting from the consummation of the Transactions (except as set forth in Section 5.12(b));

(b) liabilities or obligations associated with any Excluded Assets;

(c) liabilities or obligations associated with any and all indebtedness of the Seller for borrowed money;

(d) liabilities or obligations arising out of any Contract that is not an Assumed Contract;

(e) liabilities or obligations arising out of or in connection with claims, litigation or proceedings described in Schedule 3.12, Environmental Claims, litigation or proceedings described in Schedule 3.7(b), and claims, litigation and proceedings (whether instituted prior to or after Closing) for acts or omissions which allegedly occurred or accrued prior to the Closing Date;

(f) any liability of the Seller, or with respect to any transactions entered into or any facts existing with respect to either Hospital prior to the Closing Date, relating to any overpayment from a Governmental Authority (except to the extent related to an Assumed Contract) or any violation of any law, regulation or ordinance at any time, including, but not limited to, the federal Anti-Kickback Statute (42 U.S.C. § 1320(a) *et seq.*), the Ethics in Patient Referrals Act (42 U.S.C. § 1395nn *et seq.*), and the False Claims Act (31 U.S.C. § 3729 *et seq.*);

(g) all liabilities relating to any oral agreements or understandings with referral sources, unless reduced to writing and expressly assumed by the Buyers as an Assumed Contract; and

(h) except to the extent they are Assumed Liabilities, liabilities or obligations to the Seller's employees relating to periods prior to Closing, including liabilities or obligations arising under or with respect to any Employee Benefit Plan, severance pay program or arrangement, EEOC claim, unfair labor practice, and wage and hour practice, and liabilities, obligations arising under the Worker Adjustment and Retraining Act, 29 U.S.C. §§2101-2109 as a result of acts of the Seller prior to Closing and obligations of the Seller under the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended, with respect to current or former employees of the Seller who do not become Hired Employees.

2.5. Purchase Price. The purchase price of the Acquired Assets shall be Thirty Million Dollars ($30,000,000.00), subject to the terms, conditions and adjustments stated in this Agreement (the "Purchase Price"). The Purchase Price shall consist of: (i) the Deposit; plus (ii) an amount required to conduct the orderly wind-down or dismissal of the Bankruptcy Case following the Closing, not to exceed $500,000 (or as otherwise approved by Concord in its sole discretion; plus (iii) the amount (the "Hired Employee PTO") of all vacation, holiday and sick

leave accumulations of the Hired Employees listed on Schedule 5.5(a), and related Taxes thereon, plus (iv) an amount (the "Cash Purchase Price") equal to the total Purchase Price minus items (i)-(iii) of this Section 2.5.

2.6. Deposit. The Buyers shall pay a deposit of One Million Dollars ($1,000,000) (the "Deposit") shall be paid to an escrow agent mutually agreed to by the Buyers and the Seller, in cash or by wire transfer of immediately available funds within two (2) business days of entry of the Procedures Order. The Deposit shall be held in a trust account of the escrow agent and will not generate interest payable to either the Seller or the Buyers. At the Closing, the Deposit shall be released to the Seller and applied against the Purchase Price. Upon any termination of this Agreement other than a termination by the Seller on account of a material breach by the Buyers, the Deposit shall be released to the Buyers.

2.7. Certain Adjustments to the Purchase Price. The amount of the Purchase Price payable at the Closing shall be adjusted in respect of the following:

(a) The amount of the Purchase Price shall be (i) increased by the amount, if any, that eighty percent (80%) of the net book value of the Accounts Receivable exceeds Fifteen Million Dollars ($15,000,000); or (ii) decreased by the amount, if any, that Fifteen Million Dollars ($15,000,000) exceeds eighty percent (80%) of the net book value of the Accounts Receivable. The net book value of the Accounts Receivable shall be determined consistently with the methodology used to calculate net book value of Accounts Receivable in the Balance Sheet.

(b) Any dispute regarding any adjustment to the Purchase Price shall be adjudicated in the Bankruptcy Court, subject to Section 10.4 hereof.

2.8. Prorations. At Closing, the Buyers and the Seller shall prorate real estate and personal property lease payments, real estate and personal property Taxes and other assessments, plus all other income and expenses (including utilities) with respect to the Hospitals which are normally prorated upon a sale of assets of a going concern, provided that if, as a result of the Transactions, the Seller becomes liable for real estate or personal property Taxes for which the Seller otherwise would be exempt, such Taxes shall not be prorated but shall be paid by the Buyers. Proration shall be calculated on a per diem basis with the Seller responsible for all the above Taxes, payments and other assessments which accrue on and prior to the Closing Date, and the Buyers responsible for all the above Taxes, payments and assessments which accrue after the Closing Date. The Buyers shall timely pay both the Buyers' and the Seller's portion of the above Taxes, payments and other assessments to the Taxing Authority or other Person to which payment is due. If any payment in lieu of Taxes made by the Seller prior to Closing is credited against real estate Taxes for which the Buyers will be liable, the amount of such credit will be paid to the Seller upon its receipt by the Buyers. Notwithstanding the foregoing to the contrary, on or before the Closing, the Buyers shall pay the Seller cash equal to all cash security deposits held as of the Closing Date by a third party to secure any of the Seller's obligations, including performance under an Assumed Contract, or otherwise provided by the Seller in connection with an Acquired Asset or Assumed Liability.

2.9. Establishment of Holdback. At the Closing, a portion of the Purchase Price in the amount of Four Million Dollars ($4,000,000.00) minus any amounts paid by the Seller between the date hereof and the Closing Date on account of amounts due under settled Medicare cost reports for years starting with the year 2016 shall be paid to an escrow agent mutually agreed to by the Buyers and the Seller (the "Holdback Escrow Agent"), who shall invest the amount in accordance with the terms of an escrow agreement, a form of which is attached hereto as Exhibit B (the "Holdback Escrow Agreement") (such amount and the interest and gains earned thereon are collectively referred to herein as the "Holdback"), and who shall hold and distribute the Holdback in accordance with the terms of the Holdback Escrow Agreement and this Agreement. The purpose of the establishment of the Holdback is to provide the Buyers Indemnified Persons (as defined in Section 9.1 hereof) with a source of payment for Damages (as defined in Section 9.1 hereof).

2.10. Designation and Assignment of Assumed Contracts, Cure Payments and Cure Escrow. Buyers shall provide Seller an initial identification of any and all material Assumed Contracts including, without limitation, any necessary transition agreements and those of third party payors no later than seven (7) days after the Execution Date in preliminary Schedule 2.10 which may be supplemented and finalized in Buyers' sole discretion in accordance with the procedures of this Section 2.10. At least twenty (20) days prior to the Sale Hearing, the Buyers will provide the Seller with a completed form of Schedule 2.10. Schedule 2.10 will list all Contracts of the Seller, including Employee Benefit Plans (if any), which the Buyers, in its sole and absolute discretion, shall have designated for assignment by the Seller to the Buyers at Closing provided, however, Schedule 2.10 shall include the Medicare Provider Agreements. Prior to the Sale Hearing, the Buyers shall have the right, in its sole and absolute discretion, to add and delete Contracts from Schedule 2.10. At Closing, the Seller shall assign to the Buyers those Contracts on Schedule 2.10 as of the Closing Date (the "Assumed Contracts"). To the extent the amount of the required Cure Payments for Assumed Contracts have been allowed by Final Order prior to the Closing Date (the "Closing Date Liquidated Cure Payments"), such amounts shall be paid to the counter-party to such Assumed Contracts on the Closing Date. To the extent the amount of the required Cure Payment for any Assumed Contract has not been allowed by Final Order prior to the Closing Date, except in the case of the Medicare Provider Agreements the maximum Cure Payment claimed by the counter-party to such Assumed Contract (the "Disputed Cure Amount") shall be paid to an escrow agent mutually agreed to by the Buyers and the Seller (the "Cure Escrow Agent"). The Closing Date Liquidated Cure Payments and the Disputed Cure Amounts shall be paid by the Buyers. Promptly following final determination and allowance of all or any portion of a Disputed Cure Amounts, (x) the allowed amount of such Disputed Cure Amounts shall be promptly paid by the Cure Escrow Agent to the counterparty to the applicable Assumed Contract, and (y) an amount equal to the difference, if any, between the Disputed Cure Amount of the applicable counter-party and the allowed portion of such Disputed Cure Amount plus the earnings on such Disputed Cure Amounts, if any, shall be promptly paid by the Cure Escrow Agent to the Buyers. The Buyers shall control the defense and settlement of all Disputed Cure Amounts. The Seller shall provide reasonable cooperation to the Buyers in providing such defense The foregoing notwithstanding, as to the Medicare Provider Agreements, (a) the related Cure Payments will not be determined by the Bankruptcy Court but, rather, CMS will retain the right to offset amounts which would otherwise be treated as Cure Payments (including overpayments on account of services provided by the Seller prior to

the Closing Date) against amounts otherwise payable by CMS to any Buyer (collectively, the "CMS Offsets"), and (b) the Buyers shall be entitled to indemnification on account of such CMS Offsets (and any other amounts owed under the Medicare Provider Agreements related to services rendered by the Seller) from the Seller to the extent of the Holdback and/or to offset such CMS Offset and other amounts against any amounts owed to Seller hereunder. For the avoidance of doubt, at Closing the Seller shall pay (or make arrangements satisfactory to the Buyers to pay from the Purchase Price) the full CMS Loan Amount and an amount not to exceed Seven Hundred Twenty Thousand Five Dollars ($725,000) to satisfy the CMS Self-Disclosure Amount and such payments shall not reduce the amount of the Holdback nor otherwise affect the Buyers' indemnification rights hereunder; provided that, if the CMS Self-Disclosure Amount exceeds Seven Hundred Twenty Five Thousand Dollars ($725,000) and the Buyers do not exercise their related termination right, the amount of any such excess paid by a Buyer (including by way of offset against amounts otherwise due to any Buyer) shall be reimbursed to the Buyers from the Holdback, to the extent of available funds.

2.11. Non-Assignment of Assets. Notwithstanding any other provision of this Agreement to the contrary, this Agreement shall not constitute an agreement to assign or transfer and shall not effect the assignment or transfer of any asset if, and to the extent, such asset is not assignable or transferable under the Bankruptcy Code or other Legal Requirement. To the extent any asset is not assignable or transferrable under the Bankruptcy Code, the Seller or other Legal Requirement and the Buyers will use their commercially reasonable efforts to obtain the approval, authorization or consent of, or the granting or issuance of any license or permit by, any third party (each such action, a "Necessary Consent") as the Buyers may reasonably request; provided, however, that the Seller shall not be obligated to pay any consideration therefor to any third party from whom consent or approval is requested or to initiate any litigation or legal proceedings to obtain any such consent or approval. If a Necessary Consent is not obtained, or if an attempted assignment of such asset would be ineffective or would adversely affect the rights of the Buyers or if the Buyers would not in fact receive all rights, the Seller and the Buyers will cooperate in a mutually agreeable arrangement, to the extent feasible and at no expense to the Seller, so that the Buyers obtain the benefits and assume the obligations thereunder in accordance with this Agreement.

2.12. Further Conveyance of Acquired Assets. From time to time following the Closing, the Seller and the Buyers shall, and shall cause their respective Affiliates to, execute, acknowledge and deliver all such further conveyances, notices, assumptions, releases and other instruments, and shall take such further actions, as may be reasonably necessary or appropriate to assure fully to the Buyers and its respective successors or assigns, all of the properties, rights, titles, interests, estates, remedies, powers and privileges intended to be conveyed to the Buyers under this Agreement and to assure fully to the Seller and its Affiliates and their successors and assigns, the assumption of the liabilities and obligations intended to be assumed by the Buyers under this Agreement, and to otherwise make effective the Transactions.

2.13. Donor-Restricted Assets. To the extent Buyer is engaged in activities that would be properly supported by Seller's donor-restricted assets, Seller will bring and fully support an appropriate Cy Pres proceeding to transfer to Buyer all of its donor-restricted assets that Buyer is willing to accept. The donor-restricted assets transferred pursuant to this section shall not be deemed a part of the Acquired Assets and none of the Purchase Price is allocated to them.

2.14. Inpatients as of the Closing.

(a) With respect to patients of the Seller who are hospitalized and have not been discharged as of 11:59 p.m. on the day before the Closing Date for whom billings will be rendered to non-Medicare patients and/or payors ("Non-Medicare Straddle Patients"), the Seller will discharge such patient at 11:59 p.m. on the day immediately prior to Closing. The Seller will provide to the Buyers all applicable information with respect to Non-Medicare Straddle Patients, including any pre-certification or pre-authorization information that may be required by a particular third party payor, and the Buyers will bill the patient or third party payor, as applicable, for services rendered before, on and after the Closing Date. The Seller agrees to provide any reasonably requested cooperation related to billing on account of services rendered to Non-Medicare Straddle Patients, including execution of any requested authorizations.

(b) With respect to patients of the Seller who are hospitalized and not discharged as of the Closing Date for whom billings would have been rendered to Medicare patients and/or Medicare (including without limitation all Medicare Advantage Plans) ("Medicare Straddle Patients"), the Buyers will bill the patient or the Medicare program, as applicable, for all services rendered upon the Medicare Straddle Patient's discharge, including for those services rendered by the Seller prior to the Closing.

(c) In the event of any claims denial with respect to any Medicare Straddle Patient relating to services provided prior to the Closing Date, to the extent such denial has resulted in a setoff against amounts otherwise payable to the Buyers, the Buyers may, at their sole election and by written notice to the Seller, offset such amount against any amounts due to the Seller under this Agreement and/or assert a claim to indemnification pursuant to Section 9 hereof. The Buyers shall have primary responsibility for any issues arising out of utilization review or claims denial by any third party payers and the Seller agrees to provide reasonable cooperation in connection therewith. With respect to the filing of any cost reports or claims for reimbursement or payment as contemplated by this Section 2.14, the Buyers and the Seller agree to use commercially reasonable efforts to cooperate in the making of such filings and to provide, at reasonable times and upon reasonable notice, the right to review such filings (including review reasonably prior to the submission of such filings), to the party not responsible for the preparation and submission of such filings and, if applicable, the right to participate in the defense and settlement of any applicable audits. For the sake of clarity, any settlements or amounts owed to CMS as a result of any such cost report shall be Buyer's obligation; provided, however, that if the amount owed arises from services provided prior to Closing, Buyer may seek, as its sole remedy, offset against any amounts owed to Seller hereunder and/or by asserting an indemnity claim to be paid from the Holdback, if available. For the further sake of clarity, Buyer shall entitled to all payments on account of services rendered to Straddle Patients, whether related prior to or after Closing, and shall be responsible for the preparation and submission of any cost reports or claims for reimbursement or payment to be made or otherwise due after the Closing, and the costs of such preparations and submissions shall be borne solely by Buyer.

3. Representations and Warranties of the Seller.

The Seller makes the following representations and warranties to the Buyers on and as of the Execution Date and shall be deemed to make them again at and as of the Closing. The Seller represents and warrants to the Buyers as follows:

3.1. Organization. The Seller is duly organized and subsisting under the laws of the State of New Hampshire.

3.2. Powers; Consents; Absence of Conflicts. Except as described in Schedule 3.2, the execution, delivery and performance by the Seller of this Agreement and the consummation of the Transactions, (a) is not in contravention of the terms of its sections of incorporation, bylaws and other governing documents, if any, as amended to date, (b) does not conflict with or result in any breach or contravention of any material agreement to which the Seller is a party or by which it is bound, and (c) has been duly authorized by all appropriate corporate and member action. Further, subject to entry of the Sale Order and Probate Court Approval and such other authorization as is required by the Bankruptcy Court, the Seller has the requisite power and authority to perform its obligations hereunder and such performance will not be in contravention of any Legal Requirement.

3.3. Binding Agreement. Subject to entry of the Sale Order and Probate Court Approval, this Agreement and all instruments and agreements hereunder to which the Seller is or becomes a party are (or upon execution will be) valid and legally binding obligations of the Seller, enforceable against the Seller in accordance with the respective terms hereof or thereof.

3.4. Financial Statements and Undisclosed Liabilities.

(a) The Seller has delivered the Audited Financial Statements to the Buyers. The Audited Financial Statements (including any notes thereto) are true, complete and accurate and fairly present the financial condition and results of operations of the Seller as of the respective dates thereof and for the periods therein referred to, all in accordance with GAAP.

(b) The Seller has delivered the balance sheet of the Seller as at January 31, 2020 (including the notes thereto, the "Balance Sheet") to the Buyers. Except to the extent disclosed on Schedule 3.4(b), the Seller has no material liabilities of any nature (whether absolute, accrued, contingent or otherwise) that are not reflected on the Balance Sheet other than current liabilities (within the meaning of GAAP) incurred since the date thereof that are neither material in amount nor inconsistent with any of the representations or warranties of the Seller made herein.

(c) The Balance Sheet reflects reserves or other appropriate provisions at least equal to reasonably anticipated liabilities (including, without limitation, all liabilities to any third party payor), and losses and expenses of the Seller as of the respective dates thereof, including, without limitation, those with respect to contractual reserves, bad debts, unsalable inventories, salaries, vacation pay, plans and programs for the benefit of present and former employees, and amounts payable to third party payors for all prior periods, except for such failures to reserve or

make other appropriate provisions which would not adversely affect the Acquired Assets or the Buyers' ability to acquire, own and operate the Acquired Assets as contemplated hereunder.

3.5. Equipment. Schedule 2.1(c) sets forth to the Seller's knowledge, all the equipment associated with, or constituting any part of, the Acquired Assets.

3.6. Real Property. Except as disclosed in Schedule 3.6:

(a) Set forth on Schedule 2.1(a) is a true, correct, and complete list of each parcel of real property owned, leased, occupied or otherwise used by the Seller, together with a brief description of each building, structure, fixture or improvement located thereon or appurtenant thereto and all interests of the Seller in any of the foregoing. The Seller has good, indefeasible and marketable title to the Real Property owned by it, free and clear of all Interests except for (i) Permitted Real Property Encumbrances, and (ii) the additional Encumbrances set forth on Schedule 3.6(a) hereto, each of which will be satisfied on the Closing Date and/or divested by operation of the Sale Order.

(b) the Seller has not received any notice from the holder of any mortgage presently encumbering any Real Property, any insurance company which has issued a policy currently in effect with respect to the Seller or from any board of fire underwriters (or other body exercising similar functions) claiming, and the Seller has no knowledge of, any defects or deficiencies in the Real Property requiring the performance of any repairs, alterations or other work to the Real Property which has not been accomplished.

(c) No municipal or other governmental improvements located on the Real Property are in the course of construction or installation or have been ordered to be made. All assessments for street paving, curbing, sanitary sewers, storm sewers and other municipal or other governmental improvements which have been constructed or installed have been paid for and will not hereafter be assessed. There are no private contractual obligations relating to the installation of, or connection to, any sanitary sewers or storm sewers.

(d) Each parcel of Real Property is exempt from real property taxes or from any requirements to make payments in lieu of such taxes, constitutes a separate tax parcel and is separately assessed for real estate tax purposes. To the best knowledge of the Seller, there is no proceeding to revoke the tax exemption, to require a payment in lieu of taxes or to adjust the assessed valuation of all or any portion of the Real Property. To the best knowledge of the Seller, there is no change in any Law pending or threatened which would interfere with the use of any Real Property.

(e) To the best of the Seller's knowledge, the Real Property is free and clear of any mechanic's or materialmen's liens for work or materials furnished or contracted for.

(f) No portion of the Real Property is located within an area designated as a flood hazard area or an area which will require the purchase of flood insurance for the obtaining of any federally insured or federally related loan. No portion of the Real Property is located in any area constituting a "wetland" or "other water of the United States" or "waters of the United States" or "waters of the State of New Hampshire," or in a "coastal zone" as defined under

federal, state or local Law. No portion of the Real Property is located in any conservation or historic district.

(g) No condemnation proceeding or other proceedings in the nature of eminent domain ("Taking") is pending in connection with the Real Property and, to the best knowledge of the Seller, no Taking has been threatened by any governmental agency, authority or instrumentality.

(h) All buildings, plants, and structures constituting Acquired Assets are wholly within the boundaries of the Real Property and do not encroach upon the property of, or otherwise conflict with the property rights of, any other Person and the improvements on the adjoining land do not encroach onto the Real Property or any part thereof.

(i) All of the buildings on the Real Property are free of material defects of any kind. All of the Real Property (including, without limitation, the appliances, the plumbing, heating and electric systems, the cesspools and septic systems, and the elevators, if any) is in good order, condition and repair.

(j) Schedule 3.6(j) contains a complete and correct list of all of the leases, tenancies, licenses and other agreements, as amended to date, for the use or occupancy of any portion of the Real Property in effect on the date hereof (the "Tenant Leases"), setting forth, with respect to each, any claims asserted by any tenant of a default by the landlord or of termination of any Tenant Lease.

(k) No tenant under any of the Tenant Leases has any right or option to acquire the Real Property or any portion thereof, and there are no outstanding agreements with any other party granting any right or creating any obligation to acquire the Real Property or any portion thereof or any interest therein.

(l) A copy of each such Tenant Lease and written amendments or modifications thereof in the Seller's possession or otherwise known to the Seller has been made available to the Buyers.

3.7. Environmental Matters.

(a) Except as described on Schedule 3.7(a), the Seller is in compliance, in all material respects, with all Environmental Laws relating to or otherwise affecting the ownership or operation of the Hospitals and the Acquired Assets and, to the Seller's knowledge, there are no circumstances in existence that may prevent or interfere with compliance by the Hospitals in all material respects with Environmental Laws or that may prevent or interfere with the ownership or operation of the Hospitals or the Acquired Assets. Except as described on Schedule 3.7(a), the Seller has not received any written or oral communication from any Person alleging that, with respect to the ownership or operation of the Hospitals or the Acquired Assets, the Seller is not in full compliance with Environmental Laws or alleging that the Seller has any unresolved obligations or liabilities under Environmental Laws. The Seller has all material permits, licenses and approvals or other authorizations required under applicable Environmental Laws to own and operate the Real Properties, the Hospitals and the Acquired Assets. All

licenses, permits, registrations and other authorizations of Governmental Authorities currently held by the Seller pursuant to Environmental Laws are identified on Schedule 2.1(f).

(b) Except as described on Schedule 3.7(b), there is no Environmental Claim pending or to the Seller's knowledge threatened against the Seller or the Hospitals.

(c) No actions, activities, circumstances, conditions, events or incidents, including the release, emission, discharge or disposal of any Materials of Environmental Concern, have occurred at the Real Property or in connection with transportation or disposal of Materials of Environmental Concern from the Hospitals that could form the basis of any Environmental Claim against the Seller or the Hospitals.

(d) Except as described on Schedule 3.7(d), there are not now, nor to the Seller's knowledge have there ever been, any underground or aboveground storage tanks containing Materials of Environmental Concern at, on or beneath the Real Property.

(e) Except as described on Schedule 3.7(e), there are no asbestos containing materials at the Real Property. Any asbestos containing materials at the Real Property have been managed and are being managed in compliance, in all material respects, with all applicable Environmental Laws. All asbestos inspection reports, asbestos abatement closeout documentation, asbestos abatement monitoring reports, asbestos management plans or other documentation concerning or related to asbestos containing materials or the inspection, management or abatement thereof at the Real Property are identified on Schedule 3.7(e) and have been provided to the Buyers.

(f) All environmental reports, assessments or compliance audits in the Seller's possession or control that refer or relate to the ownership or operation of the Hospitals, the Real Property or the Acquired Assets are identified on Schedule 3.7(f).

(g) The Seller has provided the Buyers with complete copies of all written information in its possession or control pertaining to the matters set forth in this Section 3.7, including complete copies of all environmental permits, licenses, registrations or other approvals or authorizations described in any Schedule to this Section.

3.8. Intellectual Properties, Computer Software. Except as described in Schedule 3.8 and except for customary licensing fees payable under the Assumed Contracts, the Seller has the right to use, free and clear of any royalty or other payment obligations, claims of infringement or other liens, (i) all Intellectual Properties used or needed by the Seller in the operation of the Hospitals, and (ii) all computer software, programs and similar systems owned by or licensed under Assumed Contracts to the Seller and used in the conduct of the Hospitals. To the Seller's knowledge, the Seller is not in material conflict with or in material violation or infringement of, nor has the Seller received a notice alleging any conflict with or violation or infringement of, any rights of any other Person with respect to any Intellectual Properties or computer software, programs or similar systems. To the Seller's knowledge, no other Person is in conflict with or in violation or infringement of the Seller's rights in such Intellectual Properties or computer software, programs or similar systems.

3.9. Insurance.

(a) Schedule 3.9(a) contains a complete and accurate list of all policies and binders of insurance (including, without limitation, property, casualty, liability, professional liability, life, health, accident, workers' compensation and disability insurance and bonding arrangements) owned by or maintained for the benefit of the Seller or under which the Seller or any member, shareholder, director, trustee, officer or employee thereof is a party or is covered.

(b) Schedule 3.9(b) describes each contract or arrangement, other than a policy of insurance or a third party payor contract that provides for the transfer to, or sharing of any risk by the Seller.

(c) Schedule 3.9(c) sets forth, to the best knowledge of the Seller, by year for the current policy year and each of the five preceding policy years:

(i) a summary of the loss experience under each policy required to be disclosed under subparagraph (a) above;

(ii) a statement describing all claims under each such insurance policy for an amount in excess of $25,000 ($50,000 in the case of property and auto insurance), which sets forth: (A) the name of the claimant; (B) the description of the policy by insurer, type of insurance, and period of coverage; and (C) the amount and a brief description of the claim; and

(iii) a statement describing the loss experience for all claims that were self-insured, including the number and aggregate cost of such claims.

(d) Schedule 3.9(d) describes all obligations of the Seller to provide insurance coverage to third parties (such as, for example, under leases or service agreements) and identifies the policy under which such coverage is provided.

(e) Schedule 3.9(e) describes any self-insurance or loss-retention arrangements by or affecting the Seller, including any reserves established thereunder.

(f) Except as disclosed in Schedule 3.9(f):

(i) All policies to which the Seller is a party or that provide coverage to the Seller or a trustee or director thereof: (A) are valid, outstanding, and enforceable; and (B) are sufficient for compliance in all material respects with all Laws and Contracts to which the Seller is a party or by which the Seller is bound.

(ii) The Seller has not received (A) any refusal of coverage or any notice that a defense will be afforded with reservation of rights; (B) any notice that an issuer of any insurance policy has filed for protection under applicable bankruptcy laws or is otherwise in the process of liquidating or has been liquidated; (C) any notice of cancellation or any other indication that any insurance policy is no longer in full force and effect or that the issuer of any policy is not willing or able to perform its obligations thereunder; or (D) any

notice from an insurer to discontinue any coverage afforded to the Seller or a director, trustee, officer or employee of the Seller.

(iii) The Seller has paid all premiums due, and has otherwise performed its obligations, under each policy listed or required to be listed in Schedule 3.9(a).

(iv) To the Seller's knowledge, the Seller has given timely notice to the insurer of all existing claims.

3.10. Permits and Licenses. Schedule 2.1(f) contains an accurate list and summary description of all material licenses, permits, registrations and other approvals or authorizations (including pending approvals or authorizations) of Governmental Authorities owned or held by the Seller relating to the ownership, development or operation of the Hospitals, all of which are in good standing and, except as disclosed in Schedule 2.1(f), not subject to challenge.

3.11. Employees and Employee Benefits.

(a) The Seller has provided to the Buyers a complete list (as of the date set forth therein) of the names, positions, current annual salaries or wage rates, and bonus and other compensation arrangements, including accrued vacation, sick leave or paid time off of all employees of the Seller (indicating whether each employee is part-time or full-time, their exempt status classification, visa status, if any, and, if such employee is not actively at work, the reason therefor).

(b) There is no pending or, to the Seller's knowledge, threatened employee strike, work stoppage or labor dispute.

(c) Schedule 3.11(c) contains a complete and correct list of all Employee Benefit Plans.

(d) To the extent applicable with respect to each Assumed Employee Benefit Plan, the Seller has delivered to the Buyers, true, complete, and correct copies of the following: (i) where the Employee Benefit Plan has been reduced to writing, the plan document together with all amendments; (ii) where the Employee Benefit Plan has not been reduced to writing, a written summary of all plan terms; (iii) where applicable, copies of any trust agreement or other funding arrangements, custodial agreements, insurance policies and contracts, administrative service agreements, adoption agreements, any investment management or investment advisory agreement and other similar agreements, each now in effect or required in the future as a result of the Transactions or otherwise; (iv) copies of any and all summary plan descriptions, summaries of material modifications, all handbooks, manuals, and other written communications (or a description of any oral communications) relating to such Assumed Employee Benefit Plan; (v) collective bargaining agreements and similar documents governing employment policies, practices, and procedures; (vi) Forms 5500 as filed for the three most recent plan years (and any schedules, financial statements, and attachments thereto); (vii) contracts with service providers, with insurers providing benefits for participants or liability insurance for fiduciaries and other parties in interest and bonding; (viii) where applicable, actuarial valuations and reports related to any Employee Benefit Plan with respect to the most recently completed plan year; (ix) most

recent Internal Revenue Service ("IRS") determination letter for all plans qualified under Code Section 401(a) or, if applicable, the opinion or advisory letter from the IRS; (x) the most recent nondiscrimination tests performed under the application Sections of the Code; (xi) copies of any notices, communications, letters or other correspondence from the IRS, United States Department of Labor ("DOL"), Pension Benefit Guaranty Corporation ("PBGC") or other Governmental Authority relating to an Employee Benefit Plan as well as copies of all communications to participants with respect to participation in, or benefits under any Employee Benefit Plan, including any IRS or DOL required communications.

(e) Neither the Seller nor any of its ERISA Affiliates has (i) incurred or reasonably expects to incur, either directly or indirectly, any liability under Title I or Title IV of ERISA or related provisions of the Code relating to an Employee Benefit Plan; (ii) failed to timely pay premiums to the PBGC; (iii) withdrawn from any Employee Benefit Plan which is a multiemployer plan under Section 3(37) of ERISA or a "multiple employer plan" as defined in Section 413(c) of the Code; (iv) engaged in any transaction which would give rise to liability under Section 4069 or Section 4212(c), respectively, of ERISA; or (v) engaged in any transaction described in Section 4204 of ERISA which may give rise to potential withdrawal liability.

(f) With respect to each Employee Benefit Plan (i) no such plan is a "multiemployer plan", as such term is defined in Section 3(37) of ERISA, (ii) no such plan is subject to Title IV of ERISA, Sections 302 or 303 of ERISA or Sections 412 or 436 of the Code, (iii) no such plan is a multiple employer plan as defined in Section 413(c) of the Code, (iv) no action has been initiated by the PBGC to terminate any such plan or to appoint a trustee or receiver for any such plan, and (v) no "reportable event" as defined in Section 4043 of ERISA has occurred with respect to any such plan.

(g) With respect to each Assumed Employee Benefit Plan no unsatisfied liabilities to participants, the IRS, the DOL, or to any other person or entity have been incurred as a result of the termination of any Assumed Employee Benefit Plan.

(h) All reports and information required to be filed with the DOL, IRS, any other governmental agency or with plan participants and their beneficiaries with respect to each Assumed Employee Benefit Plan have been filed and all annual reports (including Form 5500 series) of such Assumed Employee Benefit Plans were certified without qualification by each such Employee Benefit Plan's accountants.

(i) All Assumed Employee Benefit Plans may, without liability, be amended, terminated or otherwise discontinued except as specifically prohibited by federal law.

(j) Any bonding required under ERISA with respect to any Assumed Employee Benefit Plan has been obtained and is in full force and effect and no funds held by or under the control of the Seller are plan assets.

(k) No Assumed Employee Benefit Plan provides benefits, including retiree, death, welfare or medical benefits, beyond termination of service or retirement other than (i) coverage mandated by law or (ii) death or retirement benefits under an Employee Pension Benefit Plan qualified under Section 401(a) of the Code.

(l) Except as disclosed on Schedule 3.11(l), the Seller has not made a written or oral representation to any current or former employee promising or guaranteeing any employer paid continuation of medical, dental, life or disability coverage for any period of time beyond retirement or termination of employment.

(m) Each Assumed Employee Benefit Plan which is a "deferred compensation plan" within the meaning of Code Section 409A and the guidance thereunder has been administered in compliance with Code Section 409A and each such plan has been limited to a select group of management or highly compensated employees. Neither the Seller nor any of its ERISA Affiliates has any obligation to gross-up, indemnify or otherwise reimburse any individual for any excise taxes, interest or penalties incurred pursuant to application of the provisions of Section 409A of the Code.

(n) No Employee Benefit Plans are maintained for the benefit of employees who primarily render services outside the United States of America.

(o) There has been no amendment to, announcement by the Seller or any of its ERISA Affiliates relating to, or change in, employee participation or coverage under any Employee Benefit Plan or collective bargaining agreement that would increase the annual expense of maintaining such plan above the level of expense incurred for the most recently completed fiscal year of the Seller with respect to any director, officer, employee, independent contractor or consultant, as applicable. Neither the Seller nor any of its ERISA Affiliates has any commitment or obligation or has made any representations to any director, officer, employee, independent contractor or consultant, whether or not legally binding, to adopt, amend, modify or terminate any Employee Benefit Plan or any collective bargaining agreement.

(p) Except as stated in Schedule 3.11(p), each Employee Benefit Plan has been administered in compliance in all material respects with its terms, and is in compliance in all material respects with the applicable provisions of ERISA, the Code and all other Legal Requirements (including, without limitation, the Age Discrimination in Employment Act ("ADEA"), Part G of Subtitle I of ERISA and Section 4980B of the Code (collectively, "COBRA"), the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), the Patient Protection and Affordable Care Act of 2010, as amended ("ACA") and any regulations or rules promulgated thereunder), and all filings, disclosures and notices required by ERISA, the Code, ADEA, COBRA, HIPAA and the ACA and any other Legal Requirements have been timely made; (ii) all contributions to, and payments from, each Employee Benefit Plan which may have been required to be made in accordance with such Employee Benefit Plan have been timely made (including without limitation any insurance premiums due under an insurance policy related to an Employee Benefit Plan); (iii) all contributions to all Employee Benefit Plans, and all payments under the Employee Benefit Plans, except those to be made from a trust qualified under Section 401(a) of the Code, required to be made for any period ending before the date hereof have been paid, or if such contributions or payments were not required to have been made on or before the date hereof, are properly accrued and reflected on the books of account of the Seller; (iv) during the period for which the relevant statute of limitations remains open there have been no inquiries, proceedings, claims or suits pending or, to the knowledge of the Seller, threatened by any governmental agency or authority or by any participant or beneficiary against any of the Employee Benefit Plans (other than routine claims for benefits thereunder), the

applicable plan sponsor or plan administrator, or against any fiduciary of any of such Employee Benefit Plan; (v) within the three (3) years prior to the date of this Agreement, no Employee Benefit Plan has been the subject of an application or filing under, or is a participant in, an amnesty, voluntary compliance, self-correction or similar program sponsored by the IRS or the DOL; (vi) each Employee Pension Benefit Plan which is intended to be "qualified" within the meaning of Sections 401(a), 403(b) or 457 of the Code is and has from its inception been so qualified, and any trust created pursuant to any such Employee Pension Benefit Plan is exempt from federal income tax under the Code and the IRS has, to the extent applicable, issued each such Employee Pension Benefit Plan a favorable determination letter which is currently applicable, or with respect to any prototype or volume submitter plan, can rely on an opinion letter from the IRS to the prototype or volume submitter plan sponsor; (vii) to the knowledge of the Seller, no circumstance or event exists which would cause the termination of the tax-qualified status of any such Employee Pension Benefit Plan or the loss of the tax-exempt status of any related trust, or which would cause the imposition of any liability, penalty or tax under ERISA or the Code with respect to any Assumed Employee Benefit Plan; (viii) nothing has occurred with respect to any Employee Benefit Plan that has subjected or would reasonably be expected to subject the Seller or any of its ERISA Affiliates or, with respect to any period on or after Closing Date, the Buyers, to a penalty under Section 502 of ERISA or to tax or penalty under Section 4975 of the Code, and (ix) the Seller is not and will not be liable for a "shared responsibility" penalty under Section 4980H of the Code and the guidance promulgated thereunder.

(q) The consummation of the Transactions will not, either alone or together with any other payment made in connection with the Transactions, or required to be made under an Employee Benefit Plan as in effect immediately prior to the Closing, in the event of a termination of employment within the one year period immediately following the Closing, (i) entitle any employee of the Seller to severance pay, unemployment compensation or any other payment from the Seller, (ii) accelerate the time of payment or vesting, or increase the amount of compensation due to any such employee of the Seller, (iii) increase the amount payable under, or result in, any other material obligation pursuant to any Employee Plan, (iv) result in "excess parachute payments" within the meaning of Section 280G(b) of the Code; or (v) require a "gross-up" or other payment to any disqualified individual within the meaning of Section 280G(c) of the Code. To the extent applicable, the Seller has made available to the Buyers true and complete copies of any calculations under Section 280G of the Code prepared (whether or not final) with respect to any disqualified individual in connection with the Transactions.

(r) The Seller has not incurred any liability with respect to any payment, or obligation to make a payment, to any employee, arising out of the contemplated Transaction. No employee of the Seller or any ERISA Affiliate is party to, or is otherwise bound by, any agreement or arrangement with any Person which limits or adversely affects the performance of his or her duties or the ability of the Seller to operate the Hospital (including any confidentiality, non-competition or proprietary rights agreements).

(s) Neither the Seller nor any ERISA Affiliate has made, or purported to make, any commitment to any employees in respect of any possible employment or increases in compensation by the Buyers following the Closing.

(t) All employees of the Company and independent contractors of the Company (if any) have been properly classified as such for all purposes, including but not limited to tax purposes and eligibility for or participation in any Employee Benefit Plan.

3.12. Litigation and Proceedings. Schedule 3.12 contains an accurate list and summary description of all actions, suits, litigation, arbitration, mediations, investigations and other proceedings pending against or otherwise affecting the Seller, the Hospitals or the Acquired Assets. Except as described in Schedule 3.12, there are no actions, suits, litigation, arbitration, mediations, investigations or other proceedings (including *qui tam* actions) pending, affecting or threatened against the Seller, the Hospitals or the Acquired Assets.

3.13. Taxes.

(a) (i) The Seller has timely filed or caused to be timely filed with the appropriate federal, state, local and foreign governmental entity or other authority responsible for the administration of any Tax (individually or collectively, "Taxing Authority"), all Tax Returns required to be filed by or on behalf of the Seller (taking into account any valid extensions of time for filing), (ii) the Seller has timely paid in full or caused to be timely paid in full all Taxes due and payable by the Seller (whether or not shown as due and payable on any Tax Return), (iii) all such Tax Returns are true, correct and complete in all material respects, and (iv) there are no liens for Taxes upon the Seller or its assets, except liens for current Taxes not yet due and payable. The Seller has not granted any waiver of any statute of limitations with respect to, or any extension of a period for the assessment of, any Taxes. The Seller is not is the beneficiary of any extension of time within which to file any Tax Return that has not been filed.

(b) There is no action, suit, proceeding, investigation, audit, claim, assessment or judgment now pending against the Seller in respect of any Tax, and no notification of an intention to examine or notice of deficiency or proposed adjustment for any amount of any Tax of the Seller has been received by the Seller or, to the Knowledge of the Seller, is threatened, by any Taxing Authority. No claim has been made by a Taxing Authority in a jurisdiction where the Seller does not file Tax Returns such that it is or may be subject to taxation by that jurisdiction.

(c) There is no Tax sharing or allocation agreement, arrangement or contract with any Person pursuant to which the Seller would have liability for Taxes of another Person following the Closing. The Seller (i) has never been a member of any consolidated, combined or unitary group of corporations for which it could be liable for Taxes of any other person pursuant to Treasury Regulations Section 1.1502-6 (or any similar provision of state, local or foreign Tax law) and (ii) does not have any liability for the Taxes of any other Person by reason of being a successor or transferee by merger, liquidation or similar transaction. The Seller has no liability for Taxes of another Person for any Tax period.

(d) The Seller has timely withheld and timely paid to the appropriate Taxing Authority all Taxes that the Seller was required to withhold and pay to a Taxing Authority, and has timely filed all information returns or reports, including, without limitation, Forms 1099 and W-2, and has accurately reported all information required to be reported on such returns or reports.

(e) The Seller has properly and timely imposed, collected and paid all sales or similar Taxes with respect to any product or service sold by the Seller, as required under the applicable laws of each applicable Taxing Authority.

(f) The Seller has not been a participant in or material advisor (within the meaning of Section 6112 of the Code) to any "reportable transaction" as defined in Section 6707A of the Code or within the meaning of Treasury Regulations Section 1.6011-4 (or any predecessor provision) or any analogous or comparable provision of state, local or foreign law.

(g) The Seller has been continuously recognized by the Internal Revenue Service as an organization described in Section 501(c)(3) of the Code that is exempt from federal income tax under Section 501(a) of the Code, and as an organization that is other than a "private foundation" under Section 509(a)(1) of the Code, at all times since its initial tax exemption determination.

(h) For purposes of this Section 3.13, any reference to the Seller shall include any predecessor or subsidiary of the Seller (if any).

(i) There is no action pending by any Governmental Authority to revoke any federal, state or local tax exemption of the Seller.

3.14. Brokers and Finders. Neither the Seller, nor any officer, trustee, director, employee or agent of the Seller, has engaged any finder or broker in connection with the Transactions other than Kaufman Hall. The Seller shall be responsible for all amounts due to Kaufman Hall.

3.15. Inventory. The Inventory is of a quality usable in the ordinary course of business consistent with the Hospitals' past practices and of a quantity at each Hospital customarily maintained by hospitals of similar size and providing similar services.

3.16. Assumed Contracts. Except as disclosed in Schedule 3.16, each Assumed Contract was made in the ordinary course of business, is in full force and effect and is valid, binding and enforceable against the parties thereto in accordance with its terms and may, pursuant to the Sale Order, without default or breach thereunder, be assigned to the Buyers without any consent, approval or waiver from any Person. Except to the extent of any allowed Cure Payment and as otherwise disclosed in Schedule 3.16, the Seller has performed in all material respects all obligations required to be performed by it under each Assumed Contract. Upon payment of any applicable allowed Cure Payment, all defaults under each Assumed Contract, other than those of the type identified in Section 365(b)(2) of the Bankruptcy Code, will be cured and no condition will exist and no event will have occurred which with notice or lapse of time would constitute a default thereunder or a basis for delay, nonperformance, termination, modification or acceleration of maturity or performance by the counter-party thereto.

3.17. Accounts Receivable. All of the Accounts Receivable (a) represent and constitute bona-fide amounts owing to the Seller for services actually performed or for goods or supplies

actually provided, (b) to the extent applicable, have been coded and billed in accordance with the requirements of applicable contracts or government payor regulations, as the case may be, and (c) are valid and enforceable claims, are subject to no set-off or counterclaim and are fully collectible in the ordinary course of business.

3.18. Investments; Affiliates. Schedule 3.18 lists all Affiliates of the Seller, all corporations and entities identified in Section 2.1(o) hereto and all other corporations and other entities in which the Seller is a member, or owns, directly or indirectly, 25% or more of any class of capital stock or other equity interest, and indicates, with respect to the equity securities of each such entity, the number of shares, or other equity interests, of each class authorized, the number outstanding, and the number owned or controlled, directly or indirectly, by the Seller. For each corporation and entity that is listed on Schedule 3.18 that is a nonprofit membership corporation, the Seller is the sole member of such corporation. For each other corporation and entity that is listed on Schedule 3.18, all of the shares of capital stock or other equity interests of such corporation or entity are duly and validly authorized, issued and outstanding, fully paid and nonassessable, and all such equity interests owned by the Seller are owned free and clear of any claim, lien, encumbrance, or agreement with respect thereto. For each corporation or entity listed in Section 2.1(o) hereof, the percentage ownership of the Seller in such corporation or entity is as stated in Section 2.1(o).

3.19. Compliance with Laws.

(a) Except as disclosed on Schedule 3.19(a), the Seller is, and at all times in the last six (6) years has been, in compliance in all material respects with all federal, state and local statutes, ordinances, regulations, laws, judgments and decrees of any court or governmental entity or agency applicable to the Seller, the failure of which would have a Material Adverse Effect on the Acquired Assets or on the Buyers' ability to acquire, own and operate the Assets as contemplated hereunder (collectively, "Laws"). During the last six (6) years, the Seller has not received any notice, order or other communication from any government or governmental agency or instrumentality (federal, state, local or foreign) of any alleged, actual or potential violation of or failure to comply with any material Law and, to the best of the Seller's knowledge, no event has occurred or circumstance exists that may constitute or result in (with or without notice or lapse of time) a violation by the Seller, or a failure by the Seller to comply with, any material Law.

(b) Without limiting the scope of Section 3.19(a), at all times in the last six (6) years, (i) the Seller has complied in all material respects with all applicable Laws with respect to the employment or recruitment by it of physicians, dentists, podiatrists, chiropractors, and other healthcare personnel, including, without limitation, the Laws of the State of New Hampshire with respect to the employment of professionals by non-professionals, and Laws with respect to the payment for, or referral of, services to be reimbursed by funds provided by Medicare or Medicaid, and (ii) no employee or agent of the Seller has engaged in any activities that are prohibited under Federal Medicare and Medicaid statutes, 42 U.S.C. §§ 1302a-7, 1320a-7(a), 1320a-7b and 1395nn, or the regulations promulgated pursuant to such statutes or related state or local statutes or regulations, or which are prohibited by rules of professional conduct. The Seller has previously provided to the Buyers a description of all current and pending investigations of the Seller known to the Seller.

(c) Without limiting the scope of Section 3.19(a), neither the Seller nor, to the best of the Seller's knowledge, any officer, director, employee, agent or representative of the Seller, has made, directly or indirectly, with respect to the business of the Seller, any illegal political or illegal charitable contributions, payments from corporate funds not recorded on the books and records of the Seller, payments from corporate funds that were falsely recorded on the books and records of the Seller, payments from corporate funds to governmental officials in their individual capacities for the purpose of affecting their action or the action of the government they represent to obtain favorable treatment in securing businesses or licenses or to obtain special concessions, illegal payments from corporate funds to obtain or retain business, or payment of remuneration in violation of any applicable fraud and abuse statute.

(d) The Seller is, and at all times in the last three years has been, in possession of all authorizations necessary to own, lease or operate its assets and properties and to carry on its business. To the best knowledge of the Seller, the authorizations currently in effect are in full force and effect without any default or violation thereunder by the Seller or by any other party thereto. The Seller is, and at all times in the last three (3) years has been, in compliance in all material respects with all authorizations applicable to it or to the conduct or operation of its business or the use of any of its assets or properties, the failure of which would have a Material Adverse Effect on the Acquired Assets or on the Buyers' ability to acquire, own and operate the Acquired Assets as contemplated hereunder and, except as disclosed in Schedule 3.19(d), all such authorizations may be assigned to the Buyers without the consent or approval of any Person, government or governmental agency or instrumentality (federal, state, local or foreign). The Seller has not received any notice that any such authorization currently in effect may be revoked or may not in the ordinary course be renewed upon its expiration or that by virtue of the transactions contemplated hereby that any such authorization may be revoked or may not be granted, renewed or transferred to the Buyers.

3.20. Cost Reports. Except as disclosed in Schedule 3.20, the cost and other reports of the Seller for Medicare and Medicaid payments and reimbursement for all reporting years through (i) FY2017 for Medicare at Lakes Region General Hospital, (ii) FY2015 for Medicaid at Lakes Region General Hospital, (iii) FY2016 for Medicare at Franklin Regional Hospital, and (iv) FY2016 for Medicaid at Franklin Regional Hospital have been audited and fully settled. All Medicare and Medicaid cost reports of the Seller through the reporting years ended September 30, 2019 were filed when due and all such reports were complete, accurate and in compliance in all material respects with all applicable Laws. Except as disclosed in Schedule 3.20, there is no dispute (nor is there any basis for any such dispute) between the Seller and any Governmental Authority or the Medicare fiscal intermediary regarding such cost reports, the outcome of which could have a Material Adverse Effect on the Acquired Assets or the Buyers' ability to acquire, own and operate the Acquired Assets as contemplated hereunder. All liabilities and contractual adjustments of the Seller under Medicare, Blue Cross and other reimbursement programs have been properly reflected and adequately reserved for on the Seller's financial statements as of the date thereof, except for such failures to properly reflect and reserve which could not have a Material Adverse Effect on the Acquired Assets or the Buyers' ability to acquire, own and operate the Acquired Assets as contemplated hereunder. Except as disclosed in Schedule 3.20, there are no claims of any kind or nature by any third-party payor plan pending or, to the best knowledge of the Seller, threatened, against the Seller, the outcome

of which could have a Material Adverse Effect on the Acquired Assets or the Buyers' ability to acquire, own and operate the Acquired Assets as contemplated hereunder.

3.21. Title. Upon transfer of the Acquired Assets to the Buyers at the Closing as contemplated by this Agreement, the Buyers shall acquire good and valid title thereto, free and clear of all interests except those specifically provided for in this Agreement (such as Permitted Real Property Encumbrances).

3.22. Condition and Sufficiency of Assets. The tangible Acquired Assets are in good operating condition and repair, and are adequate for the uses to which they are being put, and none of the tangible Acquired Assets is in need of maintenance or repairs except for ordinary, routine maintenance and repairs that are not material, individually or in the aggregate, in nature or cost. The tangible Acquired Assets are sufficient in nature, condition and quality for the continued conduct of the businesses conducted by the Seller after the Closing in substantially the same manner as such businesses have been previously conducted and are all of the assets and properties used by the Seller in the conduct of its businesses other than the Excluded Assets.

3.23. List of Properties, Contracts, etc. Schedule 3.23 contains a complete and accurate list of: (i) each Contract to which the Seller is a party or by which the Seller or any of the Seller's assets is bound; (ii) all vehicles, items of machinery, equipment and other tangible real and personal assets (other than Real Property owned in fee by the Seller) with an original book or fair market value in excess of $1,000 or requiring annual rental payments in excess of $1,000, in each case owned, leased, used or held by the Seller, and the location thereof (together, if applicable, with the identity of the lessor and lessee, the annual rental and unexpired term of the lease); (iii) Intellectual Properties owned by the Seller; (iv) all outstanding loans and advances by the Seller to any director, trustee, officer, employee or member; (v) all material notes, debt instruments, other evidences of indebtedness, letters of credit and guaranties (whether written or oral) issued by or for the benefit of the Seller, and all loans and other agreements relating thereto; and (vi) all leases, rental and occupancy agreements, licenses, installment and conditional sale agreements, and any other Contracts (in each case, whether written or oral) affecting the ownership of, leasing of, title to, use of, or any leasehold or other interest in, any Acquired Asset. A complete and accurate copy of each Contract listed on Schedule 3.23 has been made available to the Buyers.

3.24. Payors, Vendors, and Suppliers. Except as disclosed in Schedule 3.24, no payor, supplier or vendor accounting for revenues or expenses of the Seller of more than three hundred thousand dollars ($300,000) annually in any of the past two (2) years has, since January 1, 2020 terminated or materially reduced, or given notice that it intends to terminate or materially reduce, the amount of business done with the Seller. The Seller is not aware of any such intention on the part of any such payor, supplier or vendor, whether or not in connection with the transactions contemplated hereunder. Except as set forth on Schedule 3.24, there are no, and during the last two (2) years there have not been any, disputes or controversies involving, in the aggregate, more than one hundred twenty five thousand dollars ($125,000) between the Seller and any payor, supplier, vendor or other Person regarding the quality, merchantability, reimbursement or safety of or defect in, or involving a claim of breach of warranty which has not been fully resolved with respect to, any product purchased, manufactured or sold or service supplied by the Seller.

Except for failure by the Seller to timely pay its suppliers and vendors, the Seller enjoys good working relations under all arrangements and agreements with its payors, suppliers and vendors.

3.25. Relationships with Affiliated Persons. Except as disclosed in Schedule 3.25, no current or former individual Affiliate, nor any member of the immediate family of any current or former individual Affiliate (collectively "Affiliated Persons") has, or has had, any interest in any property (whether real, personal or mixed and whether tangible or intangible) used in or pertaining to any of businesses of the Seller. Except as disclosed in Schedule 3.25, no Affiliated Person owns of record or as a beneficial owner, or during the last four years has so owned, an equity interest or any other financial or profit interest in any Person that has either had business dealings or a material financial interest in any transaction with the Seller, or engaged in competition with the Seller (a "Competing Business") in any market presently served by the Seller except for interests in less than one percent (1%) of the outstanding capital stock of any Competing Business that is publicly traded on any recognized exchange or in the over-the-counter market. Except as disclosed in Schedule 3.25, no Affiliated Person is a party to any Contract with, or has any claim or right against, the Seller other than, in the case of Affiliated Persons who are employed by the Seller and disclosed in information provided by the Seller to the Buyers, accrued compensation and benefits payable in the ordinary course of business and reflected on the books and records of the Seller. Except as disclosed in Schedule 3.25, all agreements and arrangements between the Seller and any Affiliated Person are terminable by the Seller or Affiliated Person, as the case may be, upon less than ten days' notice, without payment of penalty or premium of any kind.

3.26. Absence of Certain Changes and Events.

(a) Except as disclosed in Schedule 3.26(a), since the date of the Balance Sheet, the Seller has conducted its business only in the usual and ordinary course consistent with past practice and there has not been any:

(i) payment or increase by the Seller of any bonuses, salaries, or other compensation (except for payment of salary and increases thereto in the ordinary course consistent with past practice) to any member, shareholder, director, trustee, officer or employee or entry into (or amendment of) any employment, severance or similar agreement with any member, shareholder, director, trustee, officer or employee;

(ii) adoption of, change in or increase in the payments to or benefits under any Employee Benefit Plan or labor policy;

(iii) sale (other than sales of inventory in the ordinary course of business), assignment, conveyance, lease, or other disposition of any asset or property of the Seller that would, if held by the Seller at the Closing, constitute an Acquired Asset; or mortgage, pledge, or imposition of any lien or other Encumbrance on any asset or property of the Seller that would, if held by the Seller at the Closing, constitute an Acquired Asset;

(iv) cancellation or waiver of any claims or rights that would, if transferred to the Buyers at the Closing, constitute an Acquired Asset with a value to the Seller in excess of $25,000 (either individually or collectively); or

3.27. Books and Records. The books and records of the Seller, including financial records and books of account, are complete and accurate in all material respects and have been maintained in accordance with sound business practices. To the extent such books and records constitute financial records or books of account, they fairly present revenues, expenses, assets and liabilities, all in a manner that will allow the preparation of financial statements that comply with GAAP.

3.28. Medical Staff Credentials. Except as disclosed in Schedule 3.28, the Seller is, and has been at all times during the last three (3) years, in material compliance with respect to its obligations under the Hospitals' Medical Staff Bylaws, the Health Care Quality Improvement Act, and the applicable rules and regulations of all applicable accrediting and similar bodies, including, without limitation, with respect to the following: (a) reviewing the credentials of the Medical Staff of the Seller; (b) acting upon applications for appointment and reappointment to the Medical Staff of the Seller, including the grant of specifically delineated clinical privileges; and (c) initiating and taking corrective action with respect to members of the Medical Staff of the Seller, including "fair hearing" and appeals procedures. With regard to the Medical Staff of the Seller, there are no pending or threatened disputes with applicants, staff members or health professional affiliates which would have a material adverse effect on the Seller.

3.29. Third-Party Reimbursement. The Seller is certified as a health care provider as required for the Medicare and Medicaid programs and is a party to a standard Blue Cross participating hospital agreement. The Seller has met and continues to meet, in all material respects, the conditions for participation in the Medicare and Medicaid programs and there is not pending or threatened any proceeding or investigation under such programs involving the Seller.

3.30. Full Disclosure. All documents and other papers delivered by or on behalf of the Seller in connection with the transactions contemplated by this Agreement are accurate and complete in all material respects and are authentic. No representation or warranty of the Seller contained in this Agreement nor any certificate, schedule, statement, exhibit, document or instrument furnished or to be furnished to the Buyers pursuant hereto or in connection with this Agreement, contains any untrue statement or omits to state a fact necessary in order to make the statements herein not misleading in any material respect.

4. Representations and Warranties of the Buyers.

The Buyers make the following representations and warranties to the Seller on and as of the Execution Date and shall be deemed to make them again at and as of the Closing. The Buyers represent and warrant to the Seller as follows:

4.1. Organization. The Buyers are non-profit corporations duly organized and validly existing in good standing under the laws of the State of New Hampshire.

4.2. Corporate Powers; Consents; Absence of Conflicts, Etc. The Buyers have the requisite power and authority to conduct their business as now being conducted, to enter into this Agreement, and to perform their obligations hereunder. The execution, delivery and performance by the Buyers of this Agreement and the consummation of the Transactions:

(a) are within their corporate powers and are not in contravention of the terms of their articles or certificates of incorporation and bylaws (or other similar governing documents), as amended to date, and have been approved by all requisite corporate action;

(b) except as otherwise expressly herein provided, do not require any approval or consent of, or filing with, any Governmental Authority bearing on the validity of this Agreement;

(c) do not conflict with or result in any breach or contravention of any material agreement to which a Buyer is a party or by which a Buyer is bound; and

(d) do not violate any Legal Requirement to which Buyers may be subject.

4.3. Binding Agreement. This Agreement and all instruments and agreements hereunder to which a Buyer is or becomes a party are (or upon execution will be) valid and legally binding obligations of that Buyer, enforceable against it in accordance with the respective terms hereof and thereof, except as enforceability against them may be restricted, limited or delayed by applicable bankruptcy or other laws affecting creditors' rights generally and except as enforceability may be subject to general principles of equity.

4.4. Brokers and Finders. Neither the Buyers, nor any Affiliate of the Buyers, nor any officer, director, employee or agent thereof, has engaged any finder or broker in connection with the Transactions.

4.5. Financial Capability. The Buyers do not require any financing to perform their obligations under this Agreement. Concord has provided to the Seller a copy of its most recent audited financial statements and with its balance sheet as at September 30, 2019.

5. Covenants and Agreements of the Parties.

5.1. Operation of the Hospitals by the Seller Pending Closing. From the Execution Date until the Closing Date, and except as otherwise expressly provided in this Agreement, and except as may otherwise be required by applicable laws, the Bankruptcy Code or Bankruptcy Court, the Seller agrees to operate the Hospitals in substantially the same manner as it has heretofore and not make any material change in personnel, operations, finances, accounting policies, or real or personal property of the Hospitals. Buyers agree and acknowledge that, from and after the entry of the Procedures Order, the Seller, including through its representatives, may solicit inquiries, proposals, or offers from third parties for all or any part of the Acquired Assets, and Seller may discuss and negotiate such inquiries, proposals or offers and provide information to Third Parties in connection therewith, all as contemplated by the Procedures Order. The foregoing notwithstanding, (a) the Buyers acknowledge that, as a result of the Covid-19 virus, the services currently provided at each Hospital have been reduced in scope and that changes in

operations related to restoration of services that have been reduced or eliminated as a result of the Covid-19 virus shall not result in a violation of this covenant, and (b) the Seller agrees that, from the Execution Date until the Closing Date, it shall use commercially reasonable efforts to re-open services reduced or eliminated as a result of the Covid-19 virus as and when such re-opening is feasible taking into account the then existing circumstances including any continuing limitations relating to the Covid-19 virus and financial resources of the Seller.

5.2. Negative Covenants of the Seller. Without the prior written approval of the Buyers, which shall not be unreasonably withheld, the Seller shall not, between the Execution Date and the Closing Date: (a) dissolve or merge with any other entity, (b) enter into any Contract or modify or terminate any existing Contract that would have a Material Adverse Effect, or (c) create, assume or permit to exist any encumbrance upon any of the Acquired Assets; (d) dispose of Inventory other than through use in the ordinary course of business or (e) take any other action outside the ordinary course of business of the Hospitals;.

5.3. Affirmative Covenants of the Seller. Between the Execution Date and the Closing Date, the Seller shall:

(a) maintain the Hospitals, including the grounds and physical plant, in substantially the state of repair, order and condition as on the date hereof, reasonable wear and tear excepted;

(b) maintain in full force and effect all Licenses, currently in effect with respect to the Hospitals;

(c) maintain in full force and effect the insurance policies and binders currently in effect with respect to the Hospitals, subject to the provision of Section 5.3(h) and the terms of that certain letter dated October 7, 2020 from GSIE not to terminate LRGH's professional liability coverage (provided the conditions stated therein are satisfied) (the "GSIE Letter");

(d) utilize commercially reasonable efforts to preserve intact the present business organization of the Hospitals; keep available the services of present employees and agents, and any other employees and agents employed in connection with the Hospitals; and maintain the Seller's relations and goodwill with the suppliers, patients, employees, affiliated personnel and anyone having business relating to the Hospitals;

(e) maintain all of the books and records relating to the Hospitals in accordance with its past practices;

(f) within five (5) days of the Execution Date, file a voluntary petition for relief under Chapter 11 of the Bankruptcy Code in the Bankruptcy Court (the date of such filing being the "Petition Date");

(g) On or before the Execution Date, pay to GSIE an amount equal to $153,623.00 on account of the pro-rata cost of insurance coverage provided by GSIE to LRGH under existing policies from October 1, 2020 through October 31, 2020;

(h) Subject to Bankruptcy Court approval and direction (including with respect to payment dates), which approval and direction Seller agrees to use its best efforts to obtain, on or before the first business day of November 2020, and continuing on or before the first business day of each succeeding month, pay to GSIE an amount equal to $153,623.00, on account of the pro-rata cost of insurance coverage provided by GSIE to LRGH under existing policies for the applicable month;

(i) on the Petition Date, file a motion with the Bankruptcy Court, in form and substance satisfactory to the Buyers, (the "Sale Motion") seeking an order (the "Procedures Order") in the form attached hereto as Exhibit C (together with such modifications to which the Buyers may agree) (i) establishing procedures for potential competing offers to purchase Acquired Assets (each a "Competing Bid") (ii) designating the Buyers as the "stalking horse" bidder for the Acquired Assets and entitling the Buyers to One Million Three Hundred Fifty Thousand Dollars ($1,350,000.00) if the Debtor sells all or substantially all of the Acquired Assets in a transaction or a series of transactions with one or more persons other than the Buyers in accordance with the Procedures Order, with such amounts being payable upon the closing or consummation of such alternate transaction(s), and (ii) following the entry by the Bankruptcy Court of the Procedures Order, setting a further hearing (the "Sale Hearing") seeking an order (the "Sale Order") in the form attached hereto as Exhibit D (together with such modifications to which the Buyers may agree) approving the Transactions;

(j) within five (5) days of receipt from the Buyers of Schedule 2.10, mail notice to the counterparties to all Contracts listed on Schedule 2.10, in form and substance satisfactory to the Buyers (the "Assumption and Assignment Notices"), (i) advising each such counter party that its Contract with the Seller has been designated for assumption by the Seller and assignment to the Buyers pursuant to the terms of this Agreement, (ii) stating the Cure Payment which the Seller contends will be due to such counter party upon assumption, (iii) including as an attachment a copy of the applicable Contract and advising the applicable counter party that unless such counter party objects, such attached Contract will be determined by the Bankruptcy Court to be a complete and accurate copy of the Contract between such counter party and the Seller, and (iv) advising such counter party (A) that, at the Sale Hearing, the Bankruptcy Court will consider the Seller's request to assume such Contract and assign it to the Buyers and to approve the stated Cure Payment, and (B) of the deadline for any objections to such assumption and assignment and the stated Cure Payment;

(k) provide the Buyers with drafts of all pleadings to be filed with any Governmental Authority relating to the sale contemplated by this Agreement at least twenty-four (24) hours in advance of filing and as filed copies of all such pleadings immediately after filing; and

(l) provide notices of all pleadings on all creditors of the Seller and on all parties in interest, as required by, and within the time periods provided under, the Bankruptcy Code and all orders of the Bankruptcy Court (which, in the case of unknown creditors, shall provide for notice by publication);

5.4. Certain Undertakings by the Buyers. The Buyers agree to the following undertakings. The Buyers agree to cooperate with and respond promptly to all requests of the Attorney General for information concerning the Buyers' compliance with the undertakings.

(a) Hospitals. For at least five (5) years following the Closing, the Buyer operating either Hospital shall maintain such Hospital as acute care hospitals and shall name them Concord Hospital – Laconia and Concord Hospital – Franklin, providing at least the level of service which exists as of the Closing Date provided that the Hospitals maintain a reasonable operating margin, sufficient to cover their expenses.

(b) Medical Staff. For at least five (5) years following the Closing, the Buyer operating either Hospital shall maintain an open Medical Staff at such Hospital.

(c) Charity/Indigent Care. The Buyer operating either Hospital shall adopt and, for at least five (5) years following the Closing, maintain the Charity Care Policy attached hereto as Exhibit E, as amended from time to time, at such Hospital.

(d) Compliance with Laws. At all times following the Closing, the Buyer operating either Hospital shall operate such Hospital in accordance with the requirements established by Governmental Authorities having jurisdiction to issue licenses with respect to any of the operations of such Hospital and shall cause such Hospital's facilities and operations to be in accordance with the applicable accreditation standards.

(e) Maintenance of Restricted Funds. At all times following the Closing, the Buyers shall preserve, maintain and utilize the Restricted Funds in accordance with applicable restrictions.

(f) Payment of GSIE Pre-Petition Premium. On the Closing Date, Concord shall pay to GSIE an amount equal to $1,792,529.00 on account of all past due insurance premiums due by LRGH to GSIE for coverage provided by GSIE to LRGH under existing policies prior to October 1, 2020.

(g) Consideration of Further Agreement. Upon reasonable request by Seller, Buyers agree to consider, in good faith, entering into a transition services agreement with Seller and/or providing debtor in possession financing to Seller, in each case, to be effective on or after the date of entry of the Sale Order and upon approval by the Bankruptcy Court. This provision shall not be construed to obligate Buyers to enter into any such agreement or financing except upon Buyers' approval and upon terms and conditions satisfactory to Buyers.

5.5. Employee Matters.

(a) The Buyers, collectively, will offer to employ as of the Closing Date substantially all active employees of the Seller working at the Hospitals on the day before the Closing Date, such offer of employment to be (i) by one of the Buyers (and no other Buyer), and (b) on terms and conditions comparable to similarly-situated employees in the market, but in no event on terms and conditions more favorable than the terms and condition applicable to the then current comparable employees of Concord, and (ii) contingent upon the results of Concord's

hiring practices, including, without limitation, customary background checks and employee interviews. The Seller shall permit the Buyers to have access to the Seller's personnel files in order to assist the Buyers in determining those employees to whom such offer of employment will be made. At least five (5) days prior to the date of the Sale Hearing, the Buyers shall provide the Seller with Schedule 5.5(a) which schedule shall list all of the Seller's employees to whom each Buyer will offer employment and, subject to usage between the date of delivery of such schedule and the Closing Date, the vacation, holiday and sick pay to which each such employee shall be entitled if such offer is accepted.

(b) On or after the Closing Date, the Assumed Employee Benefit Plans, if any, may, at the Buyers' sole election and subject to the provisions of the Code and the terms of such Employee Benefit Plans, continue to be maintained separately, amended, consolidated, frozen or terminated.

(c) With respect to Employee Welfare Benefit Plans which provide medical, dental or eye care coverages, Hired Employees shall receive, for purposes of eligibility to participate in the applicable Employee Welfare Benefit Plan, credit for all service with the Seller and the Buyers shall waive, to the extent it may do so under any of the applicable Buyer's Employee Welfare Benefit Plans, any preexisting condition exclusions and permit Hired Employees to commence participation in such Buyers' Employee Welfare Benefit Plan in accordance with its terms**.**

(d) Concord Laconia and Concord Franklin shall each adopt an Employee Welfare Benefit Plan for vacation pay, holiday pay and sick pay with terms substantially similar to the Seller's Employee Welfare Benefit Plan for vacation pay, holiday pay and sick pay and Hired Employees shall receive credit for all service with the Seller for purposes of determining eligibility for, and levels of participation in, such plans.

(e) Notwithstanding any provision herein to the contrary, Buyer shall either (i) engage the current chief executive officer of Seller upon terms substantially similar to the Seller's chief executive officer's current terms of employment and recognize the chief executive officer's years of service to Seller in calculation of any and all employee benefits provided to such individual following the Closing (including with respect to any severance benefits) consistent with Concord's senior management compensation, incentive and benefits structure and plans, or (ii) pay to the current chief executive officer of Seller the severance benefits that would otherwise be owed to the chief executive officer under such individual's employment agreement in effect as of the Execution Date.

5.6. Access to and Provision of Additional Information.

(a) From the Execution Date until the Closing Date, the Seller shall take reasonably commercial steps to provide to the Buyers full and complete access to and the right to inspect the Acquired Assets, books and records of the Seller relating to the Hospitals, and will furnish to the Buyers all material information concerning the Hospitals not otherwise disclosed pursuant to this Agreement, and such additional financial, operating and other data and information regarding the Hospitals as the Buyers may from time to time reasonably request, provided such data and information are in the possession and/or control of the Seller. The Seller

shall take reasonably commercial steps to permit the Buyers to inspect the Inventory within forty-eight (48) hours after Seller's receipt of the Buyers' request to determine whether the condition contained in Section 3.15 hereof shall be satisfied on the Closing Date. Notwithstanding the foregoing, the Seller shall not provide the Buyers with access to or the ability to inspect any data or information that is or reasonably may be, subject to a privilege or a claim of privilege by the Seller under any applicable Rules of Evidence.

(b) From the Execution Date until the Closing Date, the Seller shall cause its officers and employees to confer on a regular and frequent basis with one or more representatives of the Buyers and to answer the Buyers' questions regarding matters relating to the conduct of the Hospitals and the status of Transactions. Promptly after becoming known to the Seller, the Seller shall notify the Buyers in writing of any material changes in the operations, financial condition or prospects of the Hospitals and of any complaints, investigations, hearings or adjudicatory proceedings (or communications indicating that the same may be contemplated) of any Person and shall keep the Buyers reasonably informed of such matters.

5.7. Post-Closing Maintenance of and Access to Information and Billing.

(a) The parties acknowledge that after Closing each party may need access to information or documents in the control or possession of another party for the purposes of concluding the Transactions, Tax Returns or audits, compliance with the Government Reimbursement Programs and other Legal Requirements, and the prosecution or defense of third party claims. Accordingly, each party shall keep, preserve and maintain in the ordinary course of business, and as required by Legal Requirements and relevant insurance carriers, all books, records (including patient medical records), documents and other information in the possession or control of such party and relevant to the foregoing purposes Until at least the earlier of (i) expiration of any applicable statute of limitations or extensions thereof, and (ii) entry of an order of the Bankruptcy Court closing the Bankruptcy Case.

(b) Each party shall cooperate fully with, and make available for inspection and copying by, the other party, its employees, agents, counsel and accountants and/or Governmental Authorities, upon written request and at the expense of the requesting party, such books, records documents and other information to the extent reasonably necessary to facilitate the foregoing purposes. In addition, each party shall cooperate with, and shall permit and use its commercially reasonable efforts to cause its respective former and present directors, officers and employees to cooperate with, the other party on and after Closing in furnishing information, evidence, testimony and other assistance in connection with any action, proceeding, arrangement or dispute of any nature with respect to the subject matters of this Agreement and pertaining to periods prior to the Closing Date.

(c) Upon the Buyers' receipt of appropriate consents and authorizations, the Seller shall be entitled to remove from the Hospitals, at the Seller's sole risk and expense, any patient or other records that relate to events or periods prior to Closing for purposes of pending litigation involving matters to which such records refer, as certified in writing prior to removal by counsel retained by the Seller in connection with such litigation. Any records so removed from the Hospitals shall be promptly returned to the Buyers following their use by the Seller.

(d) The exercise by the Seller of any right of access granted herein shall not materially interfere with the business operations of the Buyers.

(e) To the extent that the Seller may be obligated or required by law to retain any records, including patient records, in its possession and being transferred to the Buyers hereunder, the Seller hereby appoints the Buyers as the Seller's records custodian, which appointment the Buyers hereby accept, to retain such records for the Seller in accordance with applicable Law and this Section.

(f) The Seller will provide to the Buyers all applicable information with respect to all patients as to whom, as of the Closing Date, the Seller provided services but had not rendered bills, including any pre-certification or pre-authorization information that may be required by a particular third party payor, and the Buyers will bill the patient or third party payor, as applicable, for services rendered before, on and after the Closing Date. The Seller agrees to provide any reasonably requested cooperation related to billing on account of services rendered to such patients, including execution of any requested authorizations

5.8. Governmental Authority Approvals; Consents to Assignment. From the Execution Date until the Closing Date, the Seller make commercially reasonable efforts to:

(a) cooperate and assist the Buyers' efforts, which efforts by Buyer shall be commercially reasonable, to obtain prior to Closing all consents, approvals, authorizations and clearances of Governmental Authorities required of it to consummate the Transactions;

(b) provide such information and communications to Governmental Authorities as the other party or such Persons may reasonably request; and

(c) assist and cooperate with the Buyers and other parties to obtain all consents, licenses, permits, approvals, authorizations and clearances of Governmental Authorities that the Buyers and the other parties reasonably deem necessary or appropriate, and to prepare any document or other information reasonably required of it by any such Persons to consummate the Transactions.

5.9. Allocation of Purchase Price. The Purchase Price shall be allocated among the Acquired Assets in accordance with Treasury Regulation Section 1.1060-1(c) and IRS Form 8594, Asset Acquisition Statement Under Section 960, as completed and attached hereto as Schedule 5.9. In the event of an adjustment to the Purchase Price, the Seller hereby agrees to amend the allocation set forth in Schedule 5.9 in accordance with any written request, notice or other determination given by the Buyers to the Seller, unless the Seller reasonably determines (and notifies the Buyers) that the allocation requested by the Buyers is contrary to law. The allocation set forth in Schedule 5.9, as the same may be amended in accordance with this Section, shall, for federal and state income tax purposes, be binding on the Seller and the Buyers. The Seller and the Buyers shall file their respective Tax Returns in accordance with such allocation and shall not take any position inconsistent with such allocation, unless the Seller or the Buyers, as the case may be, reasonably determines (and notify the other parties to this Agreement) that such allocation is contrary to applicable Legal Requirements.

5.10. Further Acts and Assurances. At any time and from time to time at and after the Closing, upon request of the Buyers, the Seller shall do, execute, acknowledge and deliver, or cause to be done, executed, acknowledged and delivered, such further acts, deeds, assignments, transfers, conveyances, powers of attorney, confirmations and assurances as the Buyers may reasonably request to more effectively convey, assign and transfer to and vest in the Buyers and their successors and assigns, full legal right, title and interest in and actual possession of the Acquired Assets, to confirm the Seller's capacity and ability to perform its post-Closing covenants and agreements under this Agreement, and to generally carry out the purposes and intent of this Agreement. The Seller shall also furnish the Buyers with such information and documents in its possession or under its control, or which the Seller can execute or cause to be executed, as will enable the Buyers to prosecute any and all petitions, applications, claims and demands relating to or constituting a part of the Acquired Assets.

5.11. Casualty and Condemnation. The Buyers shall be bound to purchase the Acquired Assets for the full Purchase Price as required by the terms of this Agreement, without regard to the occurrence or effect of any damage to the Acquired Assets by fire or other casualty or condemnation of any portion of any Acquired Assets. At Closing, the Buyers shall receive a credit against the Purchase Price equal to the sum of (a) the amount of any insurance proceeds or condemnation awards actually collected by the Seller as a result of any such damage or destruction or condemnation occurring after the Execution Date, and (b) in the event of a casualty, the amount of any insurance deductible (but not in excess of the cost to repair the damage). Any insurance proceeds or condemnation awards which have not been collected as of the Closing shall be assigned to the Buyers. Notwithstanding the foregoing, if the Seller has expended any funds prior to the Closing for the restoration or repair of the Acquired Assets or in collecting such insurance proceeds or condemnation awards, the credit against the Purchase Price provided above in this Section shall be reduced by the amounts reasonably expended by the Seller. To the extent the sums expended by the Seller exceed the amount of the credit against the Purchase Price, the proceeds and awards assigned to the Buyers shall be reduced by the amount necessary to reimburse the Seller for the difference.

5.12. Costs and Expenses.

(a) Except as otherwise expressly set forth in this Agreement, all expenses of the preparation of this Agreement and of the purchase of the Acquired Assets set forth herein, including counsel, accounting, brokerage and investment advisor fees and disbursements, shall be borne by the respective party incurring such expense, whether or not such transactions are consummated provided that Buyers shall pay all filing fees, expert fees and expense required in connection with any Antitrust Laws.

(b) The Buyers shall pay all sales and use Taxes arising out of the transfer of the Acquired Assets, the cost of the Buyers' and any lender's title insurance policies, if any, the cost of recording the deeds and any mortgages created by the Buyers at Closing, the cost of the Buyers' land title survey of the Real Property, and the cost of all appraisals and environmental, engineering and other professional studies undertaken by the Buyers. All real estate transfer Taxes in respect of the Real Property, if any, shall be paid one-half (1/2) by the Seller and one-half (1/2) by the Buyers.

5.13. Fulfillment of Conditions. Each party will execute and deliver at Closing each agreement, instrument or other document that such party is required by this Agreement to execute and deliver as a condition to Closing, and will take all commercially reasonable steps necessary or desirable and proceed diligently and in good faith to satisfy each other condition to the obligations of the parties contained in this Agreement, to the extent that satisfaction of such condition is within the control of such party.

5.14. Payments Received or to be Received.

(a) After the Closing Date, the Buyers will promptly transfer and deliver to the Seller, from time to time as and when received by the Buyers, or their Affiliates, and in the currency received by the Buyers, or their Affiliates, any cash, checks with appropriate endorsements, or other property that the Buyers, or their Affiliates, may receive on or after the Closing Date which properly belongs to the Seller.

(b) After the Closing Date, the Seller will promptly transfer and deliver to the Buyers, from time to time as and when received by the Seller, or its Affiliates, and in the currency received by the Buyers, or their Affiliates, any cash, checks with appropriate endorsements, or other property that the Seller, or their Affiliates, may receive on or after the Closing Date which properly belongs to the Buyers.

(c) In the event of a determination by any governmental or third party payor that payments to the Seller resulted in an overpayment or other determination that funds previously paid by any program or plan to the Seller must be repaid, the Buyer shall be responsible for repayment of said monies (or defense of such actions) if such overpayment or other repayment determination was for services rendered prior to the Closing Date. In the event that, following Closing, the Buyers suffers any offsets against reimbursement under any governmental or third-party payor program relating to amounts owing under any such programs by the Seller, the Buyer shall be entitled to offset such amounts against any amounts owed by Buyer to Seller hereunder and/or assert an indemnity claim for such amounts to be paid from the Holdback, if available.

5.15. Approval of the Attorney General. In accordance with Section 7:19-b (III) of the New Hampshire Revised Statutes Annotated, the Buyers and the Seller shall jointly submit an "Application/Notice" to the Attorney General and the Director of Charitable Trusts (the "Director") and take all other actions, necessary or appropriate to obtaining the Director's approval of the Transactions contemplated by this Agreement.

5.16. Approval of the New Hampshire Department of Justice's Consumer Protection and Antitrust Bureau. The Buyers and the Seller shall each timely respond to formal information requests, including without limitation valid subpoenas, issued by the New Hampshire Department of Justice's Consumer Protection and Antitrust Bureau (the "Bureau") in connection with the Bureau's antitrust review of the Transactions contemplated by this Agreement. The parties agree to cooperate with each other and the Bureau to provide all required information and take all other actions, necessary or appropriate to obtaining the approval of the Transactions contemplated by this Agreement.

5.17. Approval by the Federal Trade Commission (and/or the Department of Justice). The Buyers and the Seller shall provide to the Federal Trade Commission and/or the Department of Justice any and all information as may be requested in connection with any pre-closing review or formal or informal investigation. The parties shall have obtained from the Federal Trade Commission documentation evidencing that the Federal Trade Commission has no present intention to restrain, enjoin or otherwise prevent the consummation of the Transactions nor to seek to cause all or any part of the Acquired Assets to be divested by any Buyer after the Closing.

5.18. Approval of the Probate Court. The Seller shall file in the court having venue and jurisdiction over the charitable assets of the Seller (the "Probate Court") all petitions (the "Probate Court Approval Petition") and take all other actions, necessary or appropriate to obtain the Probate Court approval ("Probate Court Approval") of the Transactions contemplated by this Agreement in the form and manner required by New Hampshire law. The Seller shall provide proper notice to the Attorney General, and to all other parties entitled to receive notice under law or otherwise, of such filings with and other actions before the Probate Court. The Seller shall make such filings, take such actions and deliver such notices as soon as practicable after the Execution Date, but in no event later than any time deadline imposed by New Hampshire law in light of the Closing Date, and the Seller shall use commercially reasonable efforts to diligently pursue and obtain Probate Court Approval of the Transactions. Prior to filing the Probate Court petition or any other filing with the Probate Court or providing any notice thereof to the Attorney General, the Seller shall deliver a copy of such petition or other filing and notice to the Buyers, and the Seller shall not file such Probate Court petition or other filing nor deliver such notice to the Attorney General without receiving the prior written consent of the Buyers to the form and content of such petition or other filing and notice. The Seller shall keep the Buyers timely informed as to the Seller's progress in obtaining Probate Court Approval and as to the substance of each hearing before or correspondence with the Probate Court and of each meeting and correspondence, if any, with the Attorney General with respect to this Agreement. The Seller shall notify the Buyers, as far in advance as practical, of any hearings before the Probate Court or meetings with Probate Court personnel or the Attorney General, and the Seller shall use the Seller's commercially reasonable efforts to permit the Buyers or their representatives to attend any such hearings or meetings, and the Seller hereby consents to the Buyers' participation in such hearings and meetings. The Seller shall deliver to the Buyers copies of all filings, analyses, presentations, memoranda, correspondence, opinions, orders and proposals, together with any and all attachments, exhibits or schedules thereto, (a) the Seller proposes to file with or submit to the Probate Court or the Attorney General, and the Seller shall not file or deliver the same with or to the Probate Court or the Attorney General without receiving the prior written consent of the Buyers to the form and content thereof, which consent the Buyers shall not unreasonably withhold, condition or delay, and/or (b) the Seller receives from the Probate Court or the Attorney General immediately upon the Seller's receipt of any of the same.

5.19. Adequate Assurance. The Buyers agree that it will promptly take such actions, including without limitation providing testimony, furnishing affidavits or other documents or information for filing with the Bankruptcy Court, as are reasonably requested by the Seller to assist in obtaining, with respect to all Assumed Contracts, a finding by the Bankruptcy Court of adequate assurance of future performance, as such term is used in section 365 of the Bankruptcy Code; provided, however, (a) the Buyers shall not be required to provide any confidential or

proprietary information absent appropriate protections including confidentiality agreements and, if requested by the Buyers, the filing of such information under seal, and (b) the Buyers do not warrant or represent that the Bankruptcy Court will find that adequate assurance of future performance has been provided, and the failure of the Bankruptcy Court to find that adequate assurance of future performance has been provided shall not excuse the Seller from any of their obligations herein relating to the assumption and assignment of Contracts listed on Schedule 2.10 nor deprive the Buyers of any rights, including termination rights and the right to enforce closing conditions, relating to such obligations of the Seller.

6. Conditions Precedent To Obligations Of the Seller.

The obligations of the Seller to consummate the Transactions are subject to the satisfaction on or prior to the Closing Date of the following conditions unless waived in writing by the Seller:

6.1. Representations and Warranties; Covenants; Required Actions.

(a) Each of the representations and warranties of the Buyers contained in this Agreement that are qualified as to materiality shall be true and correct on and as of the Closing Date; and each of the other representations and warranties of the Buyers contained in this Agreement shall be true and correct in all material respects on and as of the Closing Date.

(b) Each and all of the terms, covenants and agreements to be complied with or performed by the Buyers on or before the Closing Date shall have been complied with and performed in all material respects, including the obligations of the Buyers in Section 8.3.

6.2. Adverse Action or Proceeding. There shall not be in effect any order restraining, enjoining or otherwise preventing consummation of the sale of the Acquired Assets and the Transactions.

6.3. Attorney General Matters. The Seller shall have obtained the approvals of the Director and the Bureau that are required for the Seller to consummate the Transactions.

6.4. Entry of Sale Order and Probate Court Order. The Bankruptcy Court shall have entered the Sale Order and the Probate Court shall have entered the Probate Court Approval, each of which shall have become a Final Order, provided, however, that if the Buyers waive the requirement that the Sale Order and/or the Probate Court Approval have become Final Orders, the Seller shall be deemed to have also waived such requirement.

6.5. Antitrust Law. The parties shall have obtained from the Federal Trade Commission approval or other documentation evidencing that the Federal Trade Commission shall take no action to restrain, enjoin or otherwise prevent the consummation of the Transactions nor to seek to cause all or any part of the Acquired Assets to be divested by any Buyer after the Closing.

6.6. Name Change. Immediately after the Closing, the Seller will change its name to a name not containing the words "LRGHealthcare," "Lakes Region General Hospital," "Franklin Regional Hospital" or any similar words and Seller shall promptly deliver to Buyers evidence of

such name change. At the request of the Buyers, the Seller shall take all necessary actions to permit the Buyers or the Buyer's Affiliates to do business under the names described above and under any similar names in any jurisdiction in which the Seller currently conducts business.

6.7. Tail Coverage. The Buyers shall have obtained, and paid in full any premium associated therewith required to be paid on or before the Closing Date, Tail Coverage to take effect as of the Closing Date.

7. Conditions Precedent To Obligations Of the Buyers.

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

7.1. Representations and Warranties; Covenants.

(a) Each of the representations and warranties of the Seller contained in this Agreement that are qualified as to materiality shall be true and correct on and as of the Closing Date; and each of the other representations and warranties of the Seller contained in this Agreement shall be true and correct in all material respects on and as of the Closing Date. For purposes of determining whether the condition precedent described in this Section 7.1(a) has been met, all references to the knowledge of the Seller included in any of the representations and warranties of the Seller shall be deemed omitted.

(b) Each and all of the terms, covenants and agreements to be complied with or performed by the Seller on or before the Closing Date shall have been complied with and performed, including the obligations of the Seller in Sections 5.3 and 8.2.

(c) Since the Execution Date, there shall not have occurred any event, change or occurrence that has or could reasonably be expected to have a Material Adverse Effect on the Seller, the Hospitals or the Acquired Assets.

(d) Seller shall have provided reasonable cooperation to Buyer in connection with the efforts of Buyer to obtain Tail Coverage, including by provision of requested information and by execution of required documentation.

(e) Each Hospital shall have Inventory as of the Closing Date that is of a quality usable in the ordinary course of business consistent with such Hospital's past practices and of a quantity at each Hospital customarily maintained by hospitals of similar size and providing similar services.

7.2. Pre-Closing Confirmations and Contractual Consents. The Buyers shall have obtained documentation or other evidence reasonably satisfactory to the Buyers that:

(a) The Seller and the Buyers have received all consents, permits, approvals, authorizations and clearances of Governmental Authorities and other Persons required to consummate the Transaction including, without limitation, consents or approvals (if any exist) from counter-parties to the Assumed Contracts necessary to assign such Assumed Contracts to

the Buyers and from any patients, Governmental Authorities or other third parties necessary to transfer the patient records to the Buyers.

(b) Each and all of the terms, covenants and agreements to be complied with or performed by the Seller on or before the Closing Date shall have been complied with and performed, including the obligations of the Seller in Section 8.2.

7.3. Adverse Action or Proceeding. No action or proceeding before any Governmental Authority shall have been instituted or threatened to restrain or prohibit the Transactions, and there shall not be in effect any order restraining, enjoining or otherwise preventing consummation of the sale of the Acquired Assets and the Transactions.

7.4. Entry of Order/Approvals. The Bankruptcy Court shall have entered the Sale Order which shall have become a Final Order and The Probate Court shall have provided the Probate Court Approval and the Probate Court Approval shall have become a Final Order.

7.5. Deliveries at Closing. The Seller shall have delivered to the Buyers, in form reasonably acceptable to the Buyers, deeds, bills of sale, assignment and assumption agreements or other instruments, consents and waivers by others, necessary or appropriate to transfer to and effectively vest in the Buyers the Acquired Assets and all agreements, instruments, certificates or other documents required to be executed by the Seller pursuant to this Agreement.

7.6. Title Insurance. The Buyers shall have received either (a) an ALTA (or the local equivalent thereof) extended coverage owner's policy of title insurance issued by the Buyers' title company insuring title to the Real Property in an amount equal to the portion of the Purchase Price allocated to the Real Property pursuant to Section 5.11, containing such endorsements as the Buyers may request and showing good and marketable title to the Real Property vested in the Buyers free and clear of all liens except (i) Permitted Real Property Encumbrances, and (ii) any other matter approved by the Buyers before the Closing Date (collectively "Title Policy"), or (b) the written commitments or binders of the Buyers' title company to issue the Title Policy in the aforementioned condition within a reasonable time after the Closing Date.

7.7. Payor Contracting. The Buyers shall have obtained provider agreements, provider numbers or such other reasonable assurances, as applicable, with respect to all material healthcare payors ("Material Payors") listed on Schedule 7.7 such that the Buyers will be permitted to bill and collect for services provided by the Buyers to enrollees and beneficiaries of such Material Payors as of and after the Closing, all to the extent agreements with such Material Payors are not included in the Assumed Contracts.

7.8. Licensing and Accreditation Surveys. Any and all survey results of either Hospital by licensing and accreditation agencies that the Seller receives prior to the Closing Date shall be satisfactory to the Buyers in the Buyers' sole and absolute discretion, or the Seller shall have submitted a plan of correction in response to any such survey result that has been accepted by the applicable licensing or accrediting agency.

7.9. Antitrust Laws. The parties shall have obtained from the Federal Trade Commission documentation evidencing that the Federal Trade Commission has no present intention to restrain, enjoin or otherwise prevent the consummation of the Transactions nor to seek to cause all or any part of the Acquired Assets to be divested by any Buyer after the Closing.

7.10. Information Technology Contract. The Buyers shall have entered into an agreement with The Cerner Corporation, in form and substance acceptable to the Buyers for the provision of information technology services on and after the Closing Date.

7.11. CMS Self-Disclosure Amount. The Seller shall have paid (or made arrangements satisfactory to the Buyers to pay from the Purchase Price) all amounts (the "CMS Self-Disclosure Amount") due and owing to settle the violations disclosed in that certain letter dated November 12, 2018 to CMS from counsel to the Seller (the "CMS Self-Disclosure"), provided, however, if the CMS Self-Disclosure Amount exceeds Seven Hundred Twenty Five Thousand Dollars ($725,000), the Seller's obligation hereunder shall be limited to Seven Hundred Twenty Five Thousand Dollars ($725,000).

7.12. CMS Loan Amount. The Seller shall have paid (or made arrangements satisfactory to the Buyers to pay from the Purchase Price) all amounts (the "CMS Loan Amount") due and owing to CMS, through its intermediary National Government Services, Inc., pursuant to Extended Repayment Schedules relating to all cost report settlements associated with Sole Community Hospital Volume Decrease Adjustments for Lakes Regional General Hospital (CCN #30-00005) (the "CMS Loan").

7.13. . Granite State Insurance Exchange. Seller shall have used best efforts to obtain approval of the Bankruptcy Court to pay all amounts due to GSIE on account of insurance coverage provided by GSIE to LRGH under existing policies for the period from and after November 1, 2020 and, if such approval has been obtained, Seller shall have made all such payments for such coverage from November 1, 2020 to the Closing Date.

7.14. Intentionally Omitted.

7.15. NO OTHER WARRANTIES. EXCEPT AS PROVIDED IN THIS AGREEMENT, BUYERS HEREBY ACKNOWLEDGE AND AGREE THAT THE SELLER DOES NOT MAKE ANY REPRESENTATION OR WARRANTY WHATSOEVER, EXPRESS OR IMPLIED, WITH RESPECT TO ANY MATTER RELATED TO THE ACQUIRED ASSETS OR THE BUSINESS CONDUCTED BY THE SELLER (INCLUDING, WITHOUT LIMITATION, INCOME TO BE DERIVED FROM OR EXPENSES TO BE INCURRED IN CONNECTION WITH THE ACQUIRED ASSETS; THE PHYSICAL CONDITION OF THE ACQUIRED ASSETS; THE VALUE OF THE ACQUIRED ASSETS; THE FITNESS OF THE ACQUIRED ASSETS FOR ANY PARTICULAR PURPOSE OR USE; THE ACCURACY, COMPLETENESS OF THE ACQUIRED ASSETS OR ANY DOCUMENTS OR OTHER MATERIALS FURNISHED TO BUYERS WITH RESPECT TO THE ACQUIRED ASSETS OR THE BUSINESS (OR ANY PORTION THEREOF OR THE PROFITABILITY OF THE BUSINESS); OR ANY OTHER MATTER OR THING RELATED TO THE ACQUIRED ASSETS OR THE BUSINESS). BUYERS FURTHER

ACKNOWLEDGE THAT THEY HAVE CONDUCTED OR WAIVED THE RIGHT TO CONDUCT AN INDEPENDENT INSPECTION AND INVESTIGATION OF THE PHYSICAL CONDITION OF THE ACQUIRED ASSETS AND ALL SUCH OTHER MATTERS RELATED TO OR AFFECTING THE ACQUIRED ASSETS AND THE BUSINESS, AS BUYERS DEEMED NECESSARY OR APPROPRIATE, AND BUYERS ARE ACQUIRING THE ACQUIRED ASSETS BASED SOLELY UPON THE SELLER'S REPRESENTATIONS, WARRANTIES AND COVENANTS PROVIDED FOR IN THIS AGREEMENT AND SUCH INDEPENDENT INSPECTIONS AND INVESTIGATIONS OR BUYER'S INDEPENDENT INSPECTIONS AND INVESTIGATIONS OR BUYER'S INDEPENDENT JUDGMENT. ACCORDINGLY, OTHER THAN AS EXPRESSLY SET FORTH IN THIS AGREEMENT, BUYER HEREBY ACCEPTS THE ACQUIRED ASSETS "AS IS," "WHERE IS" AND "WITH ALL FAULTS".

8. Closing; Termination of Agreement.

8.1. Closing. Subject to the satisfaction of the conditions set forth in Sections 6 and 7 hereof (or the waiver thereof by the party entitled to waive that condition), the closing of the Transactions (the "Closing") shall take place at the offices of the Buyers (or at such other place as the parties may designate in writing) at 10:00 a.m. on the Closing Date. The Closing Date shall be the third business day following the satisfaction of all conditions to the obligation of the Seller to Close, other than conditions which, by their nature, are to be satisfied at Closing, or such other date as may be agreed by the Buyers and the Seller.

8.2. Action of the Seller at Closing. At the Closing and unless otherwise waived in writing by the Buyers, the Seller shall deliver:

(a) to the Buyers, special warranty deeds, fully executed by the Seller in recordable form, conveying to the Buyers good and marketable fee title to the Real Property, free and clear of all Interests other than the Permitted Real Property Encumbrances;

(b) to the Buyers, one or more bills of sale, in form acceptable to the Buyers, fully executed by the Seller conveying to the Buyers title to all Acquired Assets other than the Real Property;

(c) to the Buyers, one or more assignment and assumption agreements, in form acceptable to the Buyers, fully executed by the Seller conveying to the Buyers the Seller's interests in the Assumed Contracts assumed by a Buyer and by which such Buyer assumes the future payment and performance of the Assumed Liabilities;

(d) to the Buyers' title insurance company, an affidavit of the type customarily provided by the Sellers of real property to induce title companies to insure over certain "standard" or "preprinted" exceptions to title;

(e) to the Buyers, an affidavit in accordance with the Foreign Investment in Real Property Tax Act;

(f) to the Buyers, copies of resolutions duly adopted by the board of directors or trustees of the Seller and, if required, the members of the Seller, authorizing and approving the execution and delivery of this Agreement and the consummation of the Transactions, certified as true and in full force and effect as of the Closing Date by the appropriate officers of the Seller;

(g) to the Buyers, certificates of the duly authorized President or a Vice President of the Seller certifying that each of the representations and warranties of the Seller contained in this Agreement that are qualified as to materiality is true and correct on and as of the Closing Date, that each of the other representations and warranties of the Seller contained in this Agreement is true and correct in all material respects on and as of the Closing Date, and that each and all of the terms, covenant and agreements to be complied with or performed by the Seller on or before the Closing Date have been complied with and performed;

(h) to the Buyers, certificates of incumbency for the respective officers of the Seller executing the Agreement and other Closing documents, dated as of the Closing Date;

(i) to the Buyers, certificates of existence and good standing from the state in which the Seller is incorporated or organized, each dated the most recent practical date prior to Closing;

(j) to the Buyers, the Cure Escrow Agreement and the Holdback Escrow Agreement signed by the Seller and the Cure Escrow Agent, in the case of the Cure Escrow Agreement, and the Holdback Escrow Agent, in the case of the Cure Escrow Agreement; and

(k) to the Buyers, such other instruments, agreements, certificates and documents as the Buyers reasonably deem necessary to effect the Transactions.

8.3. Action of the Buyers at Closing. At the Closing, the Buyers shall deliver or cause to be delivered:

(a) to the Seller, in cash or by wire transfer of immediately available funds to the accounts designated in writing by Seller (which designation shall be provided at least three Business Days prior to the Closing Date), the Cash Purchase Price

(b) to Cure Escrow Agent, in immediately available funds, all amounts required to be paid by the Buyer to the Cure Escrow Agent on account of Disputed Cure Amounts pursuant to Section 2.10 hereof;;

(c) to the Holdback Escrow Agent, the Holdback;

(d) to the Seller's counsel, an instruction to release the Deposits to the Seller;

(e) to the Seller, one or more assignment and assumption agreements, fully executed by the Buyers, in form and substance acceptable to the Seller, pursuant to which a Buyer shall assume the Seller's interests in the Assumed Contracts and the future payment and performance of the Assumed Liabilities related thereto;

(f) to the Seller, copies of resolutions duly adopted by the board of directors of the Buyers authorizing and approving the Buyers' execution and delivery of this Agreement and the Transactions, certified as true and in full force and effect as of the Closing Date by an appropriate officer of the Buyers:

(g) to the Seller, certificates of the duly authorized President or a Vice President of the Buyers certifying that each of the representations and warranties of the Buyers contained in this Agreement that are qualified as to materiality is true and correct on and as of the Closing Date, that each of the other representations and warranties of the Buyers contained in this Agreement is true and correct in all material respects on and as of the Closing Date, and that each and all of the terms, covenants and agreements to be complied with or performed by the Buyers on or before the Closing Date have been complied with and performed;

(h) to the Seller, certificates of incumbency for the officers of the Buyers executing this Agreement and other Closing documents, dated as of the Closing Date;

(i) to the Seller, certificates of existence and good standing of the Buyers from the state in which it is incorporated, dated the most recent practical date prior to Closing;

(j) to the Seller, the Cure Escrow Agreement and the Holdback Escrow Agreement signed by the Buyers and the Cure Escrow Agent, in the case of the Cure Escrow Agreement, and the Holdback Escrow Agent, in the case of the Cure Escrow Agreement; and

(k) to the Seller, such other agreements, instruments and documents as the Seller reasonably deem necessary to effect the Transactions.

8.4. Termination Prior to Closing; Liquidated Damages.

(a) The Agreement may be terminated prior to the Closing as follows:

(i) by the Buyers, if the Closing shall not have occurred by the close of business on March 31, 2021 or such later date as the Buyers shall have established by written notice to the Seller (the "Outside Closing Date"); provided, however, that if the Closing shall not have occurred on or before the Outside Closing Date due to a material breach of any representations, warranties, covenants or agreements contained in this Agreement by the Buyers, then the Buyers may not terminate this Agreement pursuant to this Section 8.4(a)(i).

(ii) by mutual written consent of the Buyers and the Seller.

(iii) by the Buyers, if any condition to the obligations of the Buyers set forth in Section 7 shall have become incapable of fulfillment other than as a result of a breach by the Buyers of any covenant or agreement contained in this Agreement, and such condition is not waived by the Buyers.

(iv) by the Seller, if any condition to the obligations of the Seller set forth in Section 6 shall have become incapable of fulfillment other than as a result

of a breach by the Seller of any covenant or agreement contained in this Agreement, and such condition is not waived by the Seller.

(v) by the Buyers, if there shall be a material breach by the Seller of any representation or warranty, or any covenant or agreement contained in this Agreement which would result in a failure of a condition set forth in Section 7 and which breach has not been cured by the earlier of (A) fourteen (14) days after the giving of written notice by the Buyers to the Seller of such breach and (B) the Outside Closing Date. For purposes of determining whether a material breach by the Seller of any representation or warranty has occurred for purposes of this Section 8.4(a)(v), all references to the knowledge of the Seller included in any such representation or warranty shall be deemed omitted.

(vi) by the Seller, if there shall be a material breach by the Buyers of any representation or warranty, or any covenant or agreement contained in this Agreement which would result in a failure of a condition set forth in Section 6 and which material breach has not been cured by the earlier of (i) fourteen (14) days after the giving of written notice by the Seller to the Buyers of such breach and (ii) the Outside Closing Date.

(vii) by the Seller or the Buyers if there shall be in effect a Final Order of a Governmental Body of competent jurisdiction restraining, enjoining or otherwise prohibiting the consummation of the Transactions;

(viii) by the Buyers if the Bankruptcy Case is not filed on or before the third (3rd) day following the Execution Date.

(ix) by the Buyers, if (A) on the Petition Date, the Sale Motion is not filed with the Bankruptcy Court, (B) within five (5) days of receipt from the Buyers of Schedule 2.10, the Seller does not deliver the Assumption and Assignment Notice to all counter parties to all Contracts listed on Schedule 2.10, (C) the Bankruptcy Court does not enter the Procedures Order within ten (10) business days of the Petition Date, or (D) the Sale Order is not entered by January 31, 2021, or such later date as may be agreed by the Buyers.

(x) by the Buyers, if (A) the Sale Order does not approve the assumption by the Seller and assignment to the Buyers of all of the Contracts listed on Schedule 2.10, except for any such Contract the lack of which, individually or collectively with all such Contracts that are not assigned to the Buyers pursuant to the Sale Order, would not have a Material Adverse Effect on the Acquired Assets or on the Buyers' ability to operate the Hospitals, (B) an order is entered by the Bankruptcy Court denying the Sale Motion or entry of the Sale Order or approving the sale of any of the Acquired Assets to a Person other than the Buyers, or (C) an order is entered by the Probate Court denying the Probate Court Petition or entry of the Probate Court Approval.

(xi) RESERVED.

(xii) by Seller upon or after the entry of an order approving the sale of any of the Acquired Assets to a Person other than the Buyers.

(xiii) by the Buyers, if the Sale Order does not provide for the sale of the Acquired Assets free and clear under Section 363(f) of the Bankruptcy Code of the New Hampshire Loan (and all amounts due thereunder), the CMS Self-Disclosure Amount, the CMS Self-Disclosure, the CMS Loan and the CMS Loan Amount.

(xiv) by the Buyers or the Seller if, following commercially reasonable efforts by both Parties, the form of any schedule or exhibit is not agreed upon on or before the thirtieth (30th) day after the Execution Date, and such date is not extended by the Parties pursuant to Section 10.11 hereof.

(xv) by the Buyers if, after the Buyers and Seller have agreed on the form of any schedule or exhibit, the Seller requests the Buyers' consent to amend such schedule or exhibit if such amendment would qualify, in any material way, a representation, warranty or covenant made by the Seller in this Agreement or otherwise affect, in any material way, the rights of the Buyers under this Agreement, in each case, regardless whether the Buyer's consent to such amendment would be required pursuant to Section 10.11 hereof.

(b) Liquidated Damages in the Event of Termination.

(i) If this Agreement is terminated pursuant to Section 8.4(a), except pursuant to Sections 8.4(a)(v) or (vi), (A) neither the Seller nor the Buyers shall be entitled to any damages, losses, or payment from the other party, and the Seller and the Buyers shall have no further obligation or liability of any kind to the other party, any of their Affiliates, or any third party on account of this Agreement, and (B) the Deposits shall be refunded in full to the Buyers;

(ii) If there shall be a material breach by the Seller of any representation or warranty, or any covenant or agreement contained in this Agreement which would result in a failure of a condition set forth in Section 7 and which breach has not been cured by the earlier of (A) ten (10) business days after the giving of written notice by the Buyers to the Seller of such breach and (B) the Outside Closing Date, the Buyers may elect to (1) terminate this Agreement pursuant to Section 8.4(a)(v) hereof, in which case the sole remedy of the Buyers shall be the immediate refund of all Deposits, or (2) enforce specific performance of this Agreement against the Seller including the Buyers' reasonable costs and attorneys' fees and court costs actually incurred in connection therewith, as the sole remedy of the Buyers.

(iii) If there shall be a material breach by the Buyers of any representation or warranty, or any covenant or agreement contained in this Agreement which would result in a failure of a condition set forth in Section 6 and which breach has not been cured by the earlier of (A) ten (10) business days

after the giving of written notice by the Seller to the Buyers of such breach and (B) the Outside Closing Date, the sole remedy of the Seller shall be termination of this Agreement pursuant to Section 8.4(a)(vi) hereof and the retention of all Deposits. The Parties acknowledge and agree that if this Agreement is terminated by the Seller pursuant to Section 8.4(a)(vi), the damages that the Seller would sustain as a result of such termination would be difficult if not impossible to ascertain. Accordingly, the Parties agree that the Seller shall retain the Deposit and all interest thereon as full and complete liquidated damages (and not as a penalty) as the Seller's sole and exclusive remedy for such breach by the Buyers.

(c) Procedure Upon Termination. In the event of termination pursuant to this Section, the terminating Party must give written notice thereof, specifying the provision pursuant to which the Agreement is being terminated, to the other Party, and this Agreement will terminate (subject to the Section) and the purchase of the Acquired Assets hereunder will be abandoned without further action by Buyers or Seller. If this Agreement is terminated as provided herein, Seller will be deemed to have delivered notice to Buyers that it they must return or destroy all Confidential Information (as defined in the "Confidentiality Agreement" between the Seller and Concord dated August 1, 2019) pursuant to the Confidentiality Agreement and Buyers will redeliver to the Seller or destroy all documents, work papers and other materials of Buyers and its representatives relating to the transactions contemplated hereby, in accordance with the terms of the Confidentiality Agreement, including the requirement to confirm any such destruction in writing to the Seller.

9. Indemnification.

9.1. Indemnification by the Seller. Subject to this Section 9 and consummation of the Closing, the Seller shall, to the extent permitted by law, indemnify, defend and hold harmless the Buyers and the Buyers' officers, directors, trustees, members, employees, agents, representatives and Affiliates (collectively, "Buyers Indemnified Persons") against and in respect of any and all losses, costs, expenses (including, without limitation, costs of investigation and defense and attorneys' fees), claims, damages, obligations, liabilities or diminutions in value, whether or not involving a third party claim (collectively, "Damages"), (a) resulting from any Excluded Liability and any CMS Offset, or (b) arising out of, based upon or otherwise in respect of (i) any inaccuracy in or breach of any representation or warranty of the Seller made in or pursuant to this Agreement; (ii) any breach or nonfulfillment of any covenant or obligation of the Seller contained in this Agreement.

THE OBLIGATION OF THE SELLER TO INDEMNIFY BUYERS INDEMNIFIED PERSONS UNDER THE ABOVE SECTION 9.1 SHALL NOT BE LIMITED OR COMPROMISED IN ANY MANNER BY THE ABSENCE IN THIS AGREEMENT OF A REPRESENTATION, WARRANTY OR COVENANT CONCERNING THE SUBJECT MATTER THAT RESULTED IN DAMAGES, OR BY ANY LIMITATIONS (INCLUDING, WITHOUT LIMITATION, QUALIFICATIONS AS TO KNOWLEDGE, TIME AND/OR MATERIALITY) CONTAINED IN A REPRESENTATION, WARRANTY OR COVENANT CONTAINED HEREIN THAT DOES CONCERN THE SUBJECT MATTER THAT RESULTED IN DAMAGES.

9.2. Indemnification by the Buyers. Subject to this Section 9 and consummation of the Closing, the Buyers shall indemnify, defend and hold harmless the Seller, the Seller's officers, directors, trustees, members, employees, agents, representatives and Affiliates (collectively, "Seller Indemnified Persons"), against and in respect of any and all Damages arising out of, based upon or otherwise in respect of: (a) any inaccuracy in or breach of any representation or warranty of the Buyers made in or pursuant to this Agreement; (b) any breach or nonfulfillment of any covenant or obligation of the Buyers contained in this Agreement; (c) the Assumed Liabilities; and (d) liabilities and obligations (other than Excluded Liabilities) relating to the operation of either Hospital and use of the Acquired Assets first arising on or after the Closing Date, the existence of which do not constitute a breach of any representation, covenant or warranty of the Seller made in or pursuant to this Agreement.

9.3. Procedure for Indemnification – Third Party Claims.

(a) Within forty five (45) days after receipt by an indemnified party of written notice of the commencement of any proceeding against it to which the indemnification in this Section 9 relates, such indemnified party shall, if a claim is to be made against an indemnifying party under Section 9, give notice to the indemnifying party of the commencement of such proceeding.

(b) If any proceeding referred to in paragraph (a) above is brought against a Seller Indemnified Party and it gives notice to the Buyers of the commencement of such proceeding, the Buyers will be entitled to participate in such proceeding and, to the extent that it wishes, assume the defense of such proceeding with counsel reasonably satisfactory to the Seller Indemnified Party and, after notice from the Buyers to the Seller Indemnified Party of their election to assume the defense of such proceeding, the Buyers will not, as long as they diligently conduct such defense, be liable to the Seller Indemnified Party under Section 9 for any fees of other counsel or any other expenses with respect to the defense of such proceeding, in each case subsequently incurred by the Seller Indemnified Party in connection with the defense of such proceeding subject to the limitations contained in Section 9.1 hereof, other than reasonable costs of investigation. If the Buyers assume the defense of a proceeding, (A) such assumption shall not establish that the claims made in that proceeding are within the scope of and subject to indemnification; and (B) no compromise or settlement of such claims may be effected by the Buyers without the Seller Indemnified Party's consent unless (1) there is no finding or admission of any violation of law by the Seller Indemnified Party (or any Affiliate thereof), and (2) the sole relief provided is monetary damages that are paid in full by the Buyers. If notice is given to the Buyers by a Seller Indemnified Party of the commencement of any proceeding for which such Seller Indemnified Party seeks indemnification hereunder and the Buyers do not, within ten (10) days after such notice is received, give notice to the Seller Indemnified Party of the Buyers' election to assume the defense of such proceeding, the Buyers will be bound by any determination made in such proceeding or any compromise or settlement effected by the Seller Indemnified Party as to which it is determined that the Buyers indemnity provided pursuant to Section 9.2 applies.

(c) If any proceeding referred to in paragraph (a) above is brought against a Buyers Indemnified Party, the Seller shall be entitled to participate in such proceeding at its own expense. However, the Buyers Indemnified Party shall, in all respects, control the defense and

settlement of such proceeding and, the extent it is determined that the Buyers' indemnity provided pursuant to Section 9.1 applies, the Seller shall be liable for all fees and expenses incurred by the Buyers Indemnified Party and for any other Damages established by any order of a Governmental Authority of competent jurisdiction and for any Damages established by any settlement or compromise agreed to by the Buyers Indemnified Party, in the exercise of its reasonable discretion.

9.4. Procedure for Indemnification – Other Claims. A claim for any matter not involving a third party claim may be asserted by notice to the party from whom indemnification is sought.

9.5. Seller Indemnification Claim Period. Except as may otherwise expressly be provided in this Agreement and in the absence of fraud or intentional misrepresentation by the Seller, no claim for indemnification pursuant to Section 9.1 shall be made unless a claim arises and written notice pursuant to Sections 9.3 or 9.4 is delivered to the Seller on or before the date which is (a) the second anniversary of the Closing Date, as to any claims asserted under the Medicare Provider Agreements, including any CMS Offsets, or (b) the first anniversary of the Closing Date, as to any claims not subject to subsection (a) above (as applicable, the "Claims Close Date").

9.6. Buyers Indemnification Claim Period. Except as may otherwise expressly be provided in this Agreement and in the absence of actual fraud or knowing misrepresentation by the Buyers, no claim for indemnification pursuant to Section 9.2 shall be made unless a claim arises and written notice pursuant to Sections 9.3 or 9.4 is delivered to the Buyers on or before the Claims Close Date.

9.7. Holdback. If a Buyers Indemnified Person becomes entitled to indemnification from the Seller hereunder, such Buyers Indemnified Person shall be entitled to receive the amount of Damages in cash from the Holdback in accordance with the Escrow Agreement. The Holdback and rights of setoff provided for in this Agreement and/or at law shall be the sole and exclusive remedy for indemnification of Buyers by Seller hereunder.

9.8. Miscellaneous Indemnification Provisions.

(a) Disclosures made after the date hereof and any knowledge that is acquired about the accuracy or inaccuracy of or compliance with any representation, warranty, covenant or obligation set forth herein shall not in any manner affect rights to indemnification hereunder based on any such representation, warranty, covenant, or obligation. The waiver of any condition based on the accuracy of any representation or warranty, or compliance with any covenant or obligation, will not affect any right to indemnification based on such representations, warranties, covenants and obligations unless otherwise expressly agreed in writing by the party or parties entitled to the benefit thereto.

(b) No party shall have any liability under this Section 9 and no claim under this Section 9 shall be made unless notice thereof shall have been given by or on behalf of the applicable indemnified person to the indemnifying party in the manner provided in Section 9.3 or Section 9.4, as applicable.

(c) In any litigation over the applicability of the indemnification provisions in this Section 9 (including as to entitlement to the Holdback), the prevailing party shall be entitled to receive from the other party its costs and expenses incurred in pursuing such litigation.

10. General.

10.1. Survival of Representation and Warranties. The parties hereto agree that the representations and warranties contained in this Agreement shall survive until the Claims Close Date and none of the parties shall have any liability to each other after such time for any breach thereof except as relates to claims as to which notice has been given on or prior to the Claims Close Date. The parties hereto agree that the covenants contained in this Agreement to be performed at or after the Closing shall survive the Closing hereunder, and each party hereto shall be liable to the other after the Closing for any breach thereof.

10.2. Headings and Captions. The headings and captions in this Agreement are included for convenience of reference only and shall not be construed to define or limit any of the provisions contained herein.

10.3. Consents, Approvals and Discretion. Except as herein expressly provided to the contrary, whenever this Agreement requires any consent or approval to be given by either party or either party must or may exercise discretion, such consent or approval shall not be unreasonably withheld or delayed and such discretion shall be reasonably exercised.

10.4. Choice of Law/Venue. This Agreement shall be governed by and construed in accordance with (i) the laws of the State of New Hampshire without regard to its conflicts of laws rules and (ii) the Bankruptcy Code, as applicable. For so long as the Seller is subject to the jurisdiction of the Bankruptcy Court and provided the Bankruptcy Court does not decline to exercise jurisdiction, the Parties irrevocably elect, as the sole judicial forum for the adjudication of any matters arising under or in connection with the Agreement, and consent to the exclusive jurisdiction of, the Bankruptcy Court. The Parties hereby consent to the jurisdiction of such court and waive their right to challenge any proceeding involving or relating to this Agreement on the basis of lack of jurisdiction over the Person or forum non conveniens.

10.5. Benefit; Assignment. Subject to provisions herein to the contrary, this Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective legal representatives, successors and assigns. No party may assign this Agreement without the prior written consent of the other parties except that the Buyers may assign the right to purchase some or all specific Acquired Assets to one or more Affiliates of the Buyers.

10.6. Third Party Beneficiary. The terms and provisions of this Agreement (including provisions regarding employee and employee benefit matters) are intended solely for the benefit of (a) the parties and their respective successors and permitted assigns, and are not intended to confer third-party beneficiary rights upon any other Person. Any reference in this Agreement to one or more Employee Benefit Plans of the Buyers includes provisions, if any, in such plans permitting their termination or amendment and any covenant in this Agreement to provide any Employee Benefit Plan shall not be deemed or construed to limit the Buyers' right to terminate or amend such plan of the Buyers in accordance with its terms.

10.7. Waiver of Breach, Right or Remedy. The waiver by any party of any breach or violation by another party of any provision this Agreement or of any right or remedy permitted the waiving party in this Agreement (a) shall not waive or be construed to waive any subsequent breach or violation of the same provision (b) shall not waive or be construed to waive a breach or violation of any other provision, and (c) shall be in writing and may not be presumed or inferred from any party's conduct. Except as expressly provided otherwise in this Agreement, no remedy conferred by this Agreement is intended to be exclusive of any other remedy, and each and every remedy shall be in addition to every other remedy granted in this Agreement or now or hereafter existing at law or in equity, by statute or otherwise. The election of any one or more remedies by a party shall not constitute a waiver of the right to pursue other available remedies.

10.8. Notices. Any notice, demand or communication required, permitted or desired to be given hereunder shall be deemed effectively given if given in writing (i) on the date tendered by personal delivery, (ii) on the date received by facsimile or other electronic means (including email or PDF), (iii) on the date tendered for delivery by nationally recognized overnight courier, or (iv) on the date tendered for delivery by United States mail, with postage prepaid thereon, certified or registered mail, return receipt requested, in any event addressed as follows:

If to the Buyers:	Concord Hospital, Inc. 250 Pleasant St. Concord, NH 03301 Attn: Chief Executive Officer
With a copy to:	Stevens & Lee, P.C. 620 Freedom Business Center, Suite 200 King of Prussia, PA, 19406 Attn: Harriet Franklin & Robert Lapowsky
If to the Seller:	LRGHealthcare 80 Highland St. Laconia, NH 03246 Attn: Chief Executive Officer
With a copy to:	Nixon Peabody, LLP One Citizens Plaza, Suite 500 Providence, RI 02903-1345 Attn: Christopher Browning

or to such other address or number, and to the attention of such other Person, as any party may designate at any time in writing in conformity with this Section.

10.9. Severability. If any provision of this Agreement is held or determined to be illegal, invalid or unenforceable under any present or future law, and if the rights or obligations of any party under this Agreement will not be materially and adversely affected thereby: (a) such provision will be fully severable; (b) this Agreement will be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part hereof; (c) the remaining provisions of this Agreement will remain in full force and effect and will not be affected by the

illegal, invalid or unenforceable provision or by its severance herefrom; and (d) in lieu of such illegal, invalid or unenforceable provision, there will be added automatically as a part of this Agreement a legal, valid and enforceable provision as similar in terms to such illegal, invalid or unenforceable provision as may be possible.

10.10. Entire Agreement; Amendment. This Agreement supersedes all previous contracts, agreements and understandings and constitutes the entire agreement of whatsoever kind or nature existing between or among the parties representing the within subject matter and no party shall be entitled to benefits other than those specified herein. As between or among the parties, any oral or written representation, agreement or statement not expressly incorporated herein, whether given prior to or on the Execution Date, shall be of no force and effect unless and until made in writing and signed by the parties on or after the Execution Date.

10.11. Schedules and Exhibits. Any schedule (other than schedules which, by the express terms hereof, are to be delivered at a different date) or exhibit referenced herein but not attached as of the Execution Date, in the case of an exhibit, or completed, in the case of a schedule, shall be completed or attached, as applicable, on or before the thirtieth (30th) day following the Execution Date, or such later date as may be agreed by the Buyers and the Seller, each in the exercise of commercially reasonable discretion. Unless otherwise expressly provided herein, the form of any such exhibit and the content of any such schedule must be satisfactory to the Buyers and the Seller, each in the exercise of commercially reasonable discretion. Notwithstanding the foregoing, the Parties anticipate that the schedules and exhibits may require updates or other amendments prior to the Closing Date and the Parties may, subject to the Buyer termination rights stated in Section 8.4(a)(xv), hereof, update or otherwise amend the schedules or exhibits for any reason upon the mutual agreement of the Parties, which agreement shall not be unreasonably withheld by either Party.

10.12. Counterparts. This Agreement may be executed and delivered in one or more counterparts, each of which shall be an original, but all of which together shall constitute one and the same instrument. This Agreement may also be executed and delivered by facsimile or electronic transmission with the same force and effect as if originally executed copies of this Agreement had been delivered by the parties hereto. If this Agreement is executed and delivered in counterparts or by a facsimile, any party may thereafter require that both parties originally execute and deliver a sufficient number of additional copies of this Agreement so that each party may have two fully executed originals of this Agreement.

10.13. Conflicts; Privileges.

(a) It is acknowledged by each of the Parties that Seller has retained Nixon Peabody LLP ("Nixon Peabody") to act as its counsel in connection with this Agreement and the transactions contemplated hereby (the "Current Representation"), and that no other Party has the status of a client of Nixon Peabody for conflict of interest or any other purposes as a result thereof. Buyers hereby agree that after the Closing, Nixon Peabody may represent Seller or any of its Affiliates or any of their respective representatives (any such Person, a "Designated Person") in any matter involving or arising from the Current Representation, including any interpretation or application of this Agreement or any other agreement entered into in connection with the transactions contemplated hereby, and including for the avoidance of doubt any

Proceeding between or among Buyer or any of its Affiliates, and any Designated Person, even though the interests of such Designated Person may be directly adverse to Buyer or any of its Affiliates, and even though Nixon Peabody may have represented Buyers in a substantially related matter, or may be representing Buyers in ongoing matters. Buyers hereby waive and agree not to assert (1) any claim that Nixon Peabody has a conflict of interest in any representation described in this Section or (2) any confidentiality obligation with respect to any communication between Nixon Peabody and any Designated Person occurring during the Current Representation. The foregoing notwithstanding, the conflict waiver described herein applies only to past representations by Nixon Peabody of a Buyer. If Nixon Peabody undertakes any representation of a Buyer in the future, the conflict waivers stated above shall be come null and void and any new conflict waivers will be negotiated in connection with such future engagement.

(b) Buyer hereby agrees that all communications (whether before, at or after the Closing) between Nixon Peabody and any Designated Person that relate in any way to the Current Representation that are attorney-client privileged (the "Deal Communications") and all rights to any other evidentiary privilege, and the protections afforded to information relating to representation of a client under applicable rules of professional conduct that may apply to such Deal Communications, belong to Seller and may be controlled by Seller and will not pass to or be claimed by Buyers or any of their representatives and Buyers hereby agree they will not seek to compel disclosure to Buyer or any of its representatives of any such communication that is subject to attorney client privilege, or any other evidentiary privilege.

(c) Notwithstanding the foregoing, in the event that a dispute arises between Buyers, on the one hand, and a third party other than any Seller, on the other hand, Buyers may assert the attorney-client privilege to prevent the disclosure of the Deal Communications to such third party; provided, however, that Buyers may not waive such privilege without the prior written consent of the Seller (which such consent shall not be unreasonably withheld, conditioned or delayed). In the event that any one or more of the Buyers or any of their respective directors, officers, employees or other representatives is legally required by governmental order or otherwise to access or obtain a copy of all or a portion of the Deal Communications, such Buyer shall, to the extent legally permissible, (i) reasonably promptly notify the Seller in writing (including by making specific reference to this Section 10.13), (ii) agree that the Seller may seek a protective order and (iii) use, at the Seller's sole cost and expense, commercially reasonable efforts to assist therewith.

10.14. No Recourse.

(a) Notwithstanding anything that may be expressed or implied in this Agreement or any other document executed in connection herewith, and notwithstanding the fact that any Party may be a partnership or limited liability company, each Party, by its acceptance of the benefits of this Agreement, covenants, agrees and acknowledges that no Persons other than the Parties will have any obligation hereunder and that it has (on behalf of itself and its Subsidiaries) no rights of recovery thereunder against, and no recourse thereunder or in respect of any oral representations made or alleged to be made in connection therewith will be had against, any former, current or future Affiliate, incorporator, controlling Person, fiduciary, Representative, co-owner or equity holder of any Party (or any of their successors or permitted

assignees) (each, other than, for the avoidance of doubt, a Party itself a "Party Affiliate"), whether by or through attempted piercing of the corporate veil, by or through a claim (whether in tort, contract or otherwise) by or on behalf of such Person against the Party Affiliates, by the enforcement of any assessment or by any legal or equitable proceeding, or by virtue of any statute, regulation or other applicable law, or otherwise; it being expressly agreed and acknowledged that no personal liability whatsoever will attach to, be imposed on or otherwise be incurred by any Party Affiliate, as such, for any obligations of the applicable Party hereunder or the transaction contemplated hereby, under any documents or instruments delivered contemporaneously herewith, in respect of any oral representations made or alleged to be made in connection herewith, or for any claim (whether in tort, contract or otherwise) based on, in respect of, or by reason of, such obligations or their creation.

(b) Effective as of the Closing (but only if the Closing actually occurs), except for any rights or obligations under this Agreement, any other document executed in connection with this transaction including without limitation any applicable confidentiality agreement, Buyers, on behalf of themselves and each of their Affiliates and each of their respective past, present and/or future officers, directors (and Persons in similar positions), employees, agents, general or limited partners, managers, management companies, members, advisors, stockholders, equity holders, controlling Persons, other representatives or Affiliates, or any heir, executor, administrator, successor or assign of any of the foregoing (collectively, the "Buyer Releasors"), hereby irrevocably and unconditionally releases and forever discharges Seller, each other subsidiary of Seller, and their respective Affiliates and each of the foregoing's respective past, present and/or future officers, directors (and Persons in similar positions), employees, agents, general or limited partners, managers, management companies, members, advisors, stockholders, equity holders, controlling Persons, other representatives or Affiliates, or any heir, executor, administrator, successor or assign of any of the foregoing (collectively, the "Seller Released Parties") of and from any and all actions, causes of action, suits, proceedings, executions, orders, duties, debts, dues, accounts, bonds, liabilities, contracts and covenants (whether express or implied), and claims and demands whatsoever whether in law or in equity (whether based upon contract, tort or otherwise), which any of the Buyer Releasors may have against any of the Seller Released Parties, now or in the future, in each case in respect of any cause, matter or thing relating to the Acquired Assets, the business or any action taken or failed to be taken by any of the Seller Released Parties in any capacity related to the Seller, the Acquired Assets or the business occurring or arising on or prior to the Closing Date. From and after the Closing and notwithstanding any applicable statute of limitations, Buyers will not and will cause each of the other Buyer Releasors not to, bring any action, suit or proceeding against Seller or any of the other Seller Released Parties, whether at law or in equity, with respect to any of the rights or claims waived and released by Buyers on behalf of itself and the other Buyer Releasors hereunder.

(c) Effective as of the Closing (but only if the Closing actually occurs), except for any rights or obligations under this Agreement, any other document executed in connection with this transaction including without limitation any applicable confidentiality agreement, Seller, on behalf of itself and each of its Affiliates and each of their respective past, present and/or future officers, directors (and Persons in similar positions), employees, agents, general or limited partners, managers, management companies, members, advisors, stockholders, equity holders, controlling Persons, other representatives or Affiliates, or any heir, executor,

administrator, successor or assign of any of the foregoing (collectively, the "Seller Releasors"), hereby irrevocably and unconditionally releases and forever discharges Buyers, each other subsidiary of any Buyer, and their respective Affiliates and each of the foregoing's respective past, present and/or future officers, directors (and Persons in similar positions), employees, agents, general or limited partners, managers, management companies, members, advisors, stockholders, equity holders, controlling Persons, other representatives or Affiliates, or any heir, executor, administrator, successor or assign of any of the foregoing (collectively, the "Buyer Released Parties") of and from any and all actions, causes of action, suits, proceedings, executions, orders, duties, debts, dues, accounts, bonds, liabilities, contracts and covenants (whether express or implied), and claims and demands whatsoever whether in law or in equity (whether based upon contract, tort or otherwise), which any of the Seller Releasors may have against any of the Buyer Released Parties, now or in the future, in each case in respect of any cause, matter or thing relating to the Acquired Assets, the business or any action taken or failed to be taken by any of the Buyer Released Parties in any capacity related to the Buyers, the Acquired Assets or the business occurring or arising on or prior to the Closing Date. From and after the Closing and notwithstanding any applicable statute of limitations, Seller will not and will cause each of the other Seller Releasors not to, bring any action, suit or proceeding against any Buyer or any of the other Buyer Released Parties, whether at law or in equity, with respect to any of the rights or claims waived and released by Seller on behalf of itself and the other Seller Releasors hereunder.

(d) Buyers agree that if Buyers or any of their Affiliates obtains or binds a representations and warranties insurance policy with respect to any of the representations or warranties set forth in Section 3 of this Agreement (each, a "R&W Insurance Policy"), each such R&W Insurance Policy will at all times provide that: (1) the insurer will have no, and will waive and not pursue any and all, subrogation rights against Seller, any of its Subsidiaries or any of its or their respective Affiliates, (2) Seller is third party beneficiary of such waiver and (3) Buyers will have no obligation to pursue any claim against Seller or any of its Subsidiaries in connection with any Liability.

[signature page follows]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officers as of the Execution Date.

LRGHEALTHCARE

By: _____
Kevin Donovan
Its Chief Executive Officer

CONCORD HOSPITAL, INC.

By: _____
Robert P. Steigmeyer,
Its President & Chief Executive Officer

CONCORD HOSPITAL-LACONIA

By: _____
Robert P. Steigmeyer,
Its President & Chief Executive Officer

CONCORD HOSPITAL-FRANKLIN

By: _____
Robert P. Steigmeyer
Its President & Chief Executive Officer

CAPITAL REGION DEVELOPMENT CORPORATION

By: _____
Robert P. Steigmeyer
Its President & Chief Executive Officer

Capital Region VENTURES Corporation

By: _____
Robert P. Steigmeyer
Its President & Chief Executive Officer

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officers as of the Execution Date.

LRGHEALTHCARE

By: _____
Kevin Donovan
Its Chief Executive Officer

CONCORD HOSPITAL, INC.

By: _____
Robert P. Steigmeyer,
Its President & Chief Executive Officer

CONCORD HOSPITAL-LACONIA

By: _____
Robert P. Steigmeyer,
Its President & Chief Executive Officer

CONCORD HOSPITAL-FRANKLIN

By: _____
Robert P. Steigmeyer
Its President & Chief Executive Officer

CAPITAL REGION DEVELOPMENT CORPORATION

By: _____
Robert P. Steigmeyer
Its President & Chief Executive Officer

Capital Region VENTURES Corporation

By: _____
Robert P. Steigmeyer
Its President & Chief Executive Officer

EXHIBIT A

CURE ESCROW AGREEMENT

CURE ESCROW AGREEMENT

This CURE ESCROW AGREEMENT (this "***Agreement***") is made as of [Month] [Day], 2020, by and among LRGHEALTHCARE (the "***Seller***"), CONCORD HOSPITAL, INC. ("***Concord***"), CONCORD HOSPITAL – LACONIA ("***Concord Laconia***"), CONCORD HOSPITAL – FRANKLIN ("***Concord Franklin***"), CAPITAL REGION DEVELOPMENT CORPORATION ("***CRDC***"), and CAPITAL REGION VENTURES CORPORATION ("***CRVC***" and with Concord, Concord Laconia, Concord Franklin, and CRDC, the "***Buyers***"), and [ESCROW AGENT, INC.] (the "***Escrow Agent***").

BACKGROUND

A. The Buyers and the Seller have entered into that certain Asset Purchase Agreement, dated as [Month] [Day], 2020 (such agreement, together with the Exhibits and Schedules thereto, the "***Purchase Agreement***"), pursuant to which, among other things, the Buyers have agreed to purchase, as of the date hereof, all of the Seller's right, title, and interest in and to certain assets of the Seller as part of a Section 363 bankruptcy sale, as more particularly described, and on the terms and subject to the conditions, therein.

B. The Purchase Agreement requires that the Buyers and the Seller enter into this Agreement and that the Buyers deposit the Cure Escrow Fund with the Escrow Agent in order to provide a fund for payment of the allowed amount of Disputed Cure Amounts.

C. The parties are entering into this Agreement to effectuate the intent of the foregoing provisions of the Purchase Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing and the mutual agreements made herein, the Buyers, the Seller and the Escrow Agent (collectively, the "***Parties***"), each intending to be legally bound, hereby agree as follows:

1. Defined Terms; Incorporation of Preamble and Background. Capitalized terms used herein which are not otherwise defined in this Agreement shall have the respective meanings assigned to them in the Purchase Agreement. The preamble and Background hereof (including terms defined therein) are incorporated by reference as if fully set forth herein.

2. Appointment of Escrow Agent. The Buyers and the Seller hereby constitute and appoint the Escrow Agent as the escrow agent under and pursuant to this Agreement. The Escrow Agent hereby accepts its appointment as Escrow Agent.

3. Escrow Fund. At the Closing, Buyers shall, simultaneously with the execution and delivery of this Agreement and in accordance with the provisions of Section 2.10 of the Purchase Agreement, deliver to the Escrow Agent, by wire transfer of immediately available funds, an amount equal to [Amount] (the "***Cure Escrow Fund*** or the "***Escrow Fund***"), and the Escrow Agent shall thereby acknowledge receipt of the Escrow Fund by email to the Buyers' and the Seller's counsel. The Escrow Agent shall hold the Escrow Fund in accordance with the terms and conditions hereinafter set forth. The Escrow Agent warrants and undertakes that, unless

specifically authorized to do so in accordance with the provisions of this Agreement, it will not release, distribute or expend the Escrow Fund or any earnings with respect thereto. The Escrow Fund shall be held by the Escrow Agent in a separate account maintained for such purpose, on the terms and subject to the conditions of this Agreement. Earnings on the Escrow Fund (the "***Escrow Earnings***") shall not become part of the Escrow Fund; all Escrow Earnings shall be disbursed by the Escrow Agent in accordance with the terms hereof. Neither the Escrow Fund nor any Escrow Earnings shall be subject to lien or attachment by any creditor of any party hereto. The Escrow Fund and the Escrow Earnings shall be used solely for the purpose set forth in this Agreement and shall be disbursed only in accordance with the terms of this Agreement. Neither the Escrow Fund nor any Escrow Earnings shall be available to or used by the Escrow Agent to set-off any obligations of the Buyers, the Seller, or any of their respective subsidiaries or affiliates, as appropriate, or any current or prior partner or option holder of any of the foregoing owing to the Escrow Agent in any capacity.

4. Investment of Escrow Fund. The Escrow Agent shall invest and reinvest all cash funds held from time to time as part of the Escrow Fund and Escrow Earnings in certificates of deposit or interest-bearing demand deposits of commercial banks, but only to the extent the certificates of deposit are fully insured by the Federal Deposit Insurance Corporation or otherwise fully secured by direct obligations of the United States of America or obligations fully guaranteed by the United States of America as to principal and interest. The Escrow Agent shall have the right to liquidate any investments held, in order to provide funds necessary to make required distributions of the Escrow Fund and Escrow Earnings under this Agreement. The Escrow Agent in its capacity as escrow agent hereunder shall not have any liability for any loss sustained as a result of any investment made pursuant to the instructions of the parties hereto or as a result of any liquidation of any investment prior to its maturity other than any such loss which arises from the willful misconduct, gross negligence or bad faith of the Escrow Agent or any of its officers, employees, agents or representatives.

5. Tax Matters; Tax Distributions. The Escrow Agent does not have any interest in the Escrow Fund but is serving as escrow holder only and having only possession thereof. The federal taxpayer identification number of Concord shall be used with respect to the escrow account consistent with the foregoing provisions of this Section 5. Concord has provided the Escrow Agent with its fully executed Internal Revenue Service ("***IRS***") Form W-8, or W-9 and/or other required documentation. Concord represents that its correct tax identification number assigned by the IRS, or any other taxing authority, is set forth in the delivered forms. Each party understands that, in the event Concord's correct federal taxpayer identification number is not certified to the Escrow Agent, then the Internal Revenue Code, as amended from time to time, may require withholding of a portion of any interest or other income earned on the investment of the Escrow Fund. Any Escrow Earnings shall be deemed income of Concord for all tax purposes, whether or not the Escrow Earnings were disbursed by the Escrow Agent during any particular year. Such income shall be reported, to the extent required by law, by the Escrow Agent to the IRS or any other taxing authority, as applicable, on IRS form 1099-INT, 1099-DIV, or 1042S (or other appropriate form) from the Escrow Earnings by Concord. The Escrow Agent, the Buyers, and the Seller shall each prepare and file all tax returns and information returns in a manner consistent with the foregoing, including, but not limited to, any applicable reporting or withholding pursuant to the Foreign Account Tax Reporting Act ("***FATCA***"). The parties hereto acknowledge and agree that the

Escrow Agent shall have no responsibility for the preparation and/or filing of any tax return or any applicable FATCA reporting with respect to the Escrow Fund or Escrow Earnings. The Escrow Agent shall not be liable to pay any tax on any Escrow Earnings. The Escrow Agent shall not have any responsibility for the payment of taxes except with funds furnished to the Escrow Agent for that purpose.

6. Claims Against the Cure Escrow Fund.

(a) If and when a Disputed Cure Amount, the value of which comprises a portion of the Cure Escrow Fund, has been allowed by Final Order of the Bankruptcy Court, within five (5) Business Days of the entry of such order, the Buyers shall deliver to the Escrow Agent (with a copy to the Seller) a certificate, substantially in the form of Exhibit A, attached hereto (a "***Cure Escrow Certificate of Instruction***"), setting forth: (i) the allowed amount(s) relating to one or more Disputed Cure Amounts, as fixed by Final Order of the Bankruptcy Court (the "***Allowed Cure Payment Amount***"); and (ii) the amount (if any) by which the Disputed Cure Amount(s) to which such Allowed Cure Payment Amount relates exceeds the Allowed Cure Payment Amount (the "***Disputed Cure Amount Excess***"); ***provided***, that the failure to provide such Cure Escrow Certificate of Instruction to the Escrow Agent by such date shall not prohibit the Buyers from later providing a Cure Escrow Certificate of Instruction and seeking or obtaining payment from the Cure Escrow Fund as otherwise herein provided. As used herein, the term "**Business Day**" means a day Escrow Agent is open for business.

(a) Upon receipt of a Cure Escrow Certificate of Instruction, the Escrow Agent shall pay from the Cure Escrow Fund: (i) to the non-Debtor counterparty to the applicable Assigned Contract pursuant to wiring instructions provided with the Cure Escrow Certificate of Instruction, the applicable Allowed Cure Payment Amount; and (ii) to Concord from the Cure Escrow Fund, the Disputed Cure Amount Excess. For clarity, the Escrow Agent acknowledges and agrees that no disbursement under this Section 7(b) will be made without the delivery of a Cure Escrow Certificate of Instruction from the Buyers.

(b) The Escrow Agent shall include with any payment made to Concord pursuant to this Section 6, the pro rata portion (calculated based on the amount of such payment) of the Escrow Earnings from the date hereof through the date of payment attributable to the Allowed Cure Payment Amount and the Disputed Cure Amount Excess, but such Escrow Earnings shall not be considered part of the Cure Escrow Fund.

7. Termination.

(a) Upon disbursement of the entire Escrow Fund, and Escrow Earnings, this Agreement (other than Section 10 and the last sentence of Section 13) shall automatically terminate.

(b) The Escrow Fund shall be held as a trust fund and shall not be subject to any lien, attachment, trustee process or any other judicial process of any creditor of any party hereto. The Escrow Agent agrees to accept delivery of and to hold the Escrow Fund and all Escrow Earnings in escrow in accordance with, and subject to, the terms and conditions of this Agreement.

8. Covenants of the Escrow Agent. The Escrow Agent hereby covenants to the Buyers and the Seller that it shall perform all of its obligations under this Agreement and will not deliver custody or possession of any of the Escrow Fund to the Buyers or any person except pursuant to the express terms of this Agreement.

9. Resignation and Removal of Escrow Agent. The Escrow Agent may resign at any time or be removed by the mutual consent of the Buyers and the Seller upon notice to the other parties hereto given at least thirty (30) days prior to the effective date of such resignation or removal; ***provided, however***, that no resignation or removal of the Escrow Agent shall be effective until the appointment of a successor escrow agent in the manner herein provided. In the event of the resignation or removal of the Escrow Agent, the Buyers and the Seller shall agree upon a successor escrow agent. Any successor escrow agent shall execute and deliver to the Escrow Agent, the Buyers and the Seller an instrument accepting such appointment and the transfer of the Escrow Fund (including any Escrow Earnings) and agreeing to the terms of this Agreement, and thereupon such successor escrow agent shall, without further act, become vested with all the estates, properties, rights, powers and duties of the Escrow Agent as if originally named herein. If an instrument of acceptance by a successor escrow agent shall not have been delivered to the Escrow Agent within ten (10) Business Days after the giving of such notice of resignation, the Escrow Agent may at the joint expense of Buyers and Seller, petition the Bankruptcy Court or any court of competent jurisdiction for the appointment of a successor escrow agent.

10. Duties and Obligations of the Escrow Agent. The duties and obligations of the Escrow Agent shall be limited to and determined solely by the provisions of this Agreement and the notices and certificates delivered in accordance herewith. The Escrow Agent is not charged with knowledge of or any duties or responsibilities in respect of any other agreement or document and the Escrow Agent shall not inquire into or consider the merits of any claim to the Escrow Fund by the parties hereto or whether such claim complies with the Purchase Agreement or the terms thereof. The Escrow Agent is obligated only to perform the duties specifically set forth in this Agreement, which shall be deemed purely ministerial in nature. Under no circumstances will the Escrow Agent be deemed to be a fiduciary to any party or any other person under this Agreement. The Escrow Agent will not be responsible or liable for the failure of any party to perform in accordance with this Agreement. In furtherance and not in limitation of the foregoing:

(a) The Escrow Agent shall not be liable for any loss of interest sustained as a result of investments made hereunder in accordance with the terms hereof, including any liquidation of any investment of the Escrow Fund prior to its maturity effected in order to make a payment required by the terms of this Agreement. The parties acknowledge that the Escrow Agent is not providing investment supervision, recommendations, or advice.

(b) The Escrow Agent shall be fully protected in relying in good faith upon any written certification, notice, direction, request, waiver, consent, receipt or other document that the Escrow Agent reasonably believes to be genuine and duly authorized, executed and delivered. The Escrow Agent shall not be liable for acting or refraining from acting upon any notice, request, consent, direction, requisition, certificate, order, affidavit, letter, or other paper or document believed by it to be genuine and correct and to have been signed or sent by the proper person or persons, without further inquiry into the person's or persons' authority.

(c) The Escrow Agent shall not be liable for any error of judgment, or for any act done or omitted by it, or for any mistake in fact or law, or for anything that it may do or refrain from doing in connection herewith; provided, however, that notwithstanding any other provision in this Agreement, the Escrow Agent shall be liable for its willful misconduct, bad faith or gross negligence. THE ESCROW AGENT SHALL NOT BE LIABLE, DIRECTLY OR INDIRECTLY, FOR ANY (I) DAMAGES, LOSSES OR EXPENSES ARISING OUT OF THE SERVICES PROVIDED HEREUNDER, OTHER THAN DAMAGES, LOSSES OR EXPENSES WHICH HAVE BEEN FINALLY ADJUDICATED TO HAVE DIRECTLY RESULTED FROM THE ESCROW AGENT'S GROSS NEGLIGENCE, BAD FAITH OR WILLFUL MISCONDUCT, OR (II) SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES OR LOSSES OF ANY KIND WHATSOEVER (INCLUDING WITHOUT LIMITATION LOST PROFITS), EVEN IF THE ESCROW AGENT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES AND REGARDLESS OF THE FORM OF ACTION.

(d) The Escrow Agent may seek the advice of legal counsel selected with reasonable care in the event of any dispute or question as to the construction of any of the provisions of this Agreement or its duties hereunder, and it shall incur no liability and shall be fully protected in respect of any action taken, omitted or suffered by it in good faith in accordance with the opinion of such counsel.

(e) The Escrow Agent may execute any of its powers or responsibilities hereunder and exercise any rights hereunder either directly or by or through agents or attorneys selected with reasonable care, nothing in this Agreement shall be deemed to impose upon the Escrow Agent any duty to qualify to do business or to act as fiduciary or otherwise in any jurisdiction other than the State of New Hampshire and the Escrow Agent shall not be responsible for and shall not be under a duty to examine into or pass upon the validity, binding effect, execution or sufficiency of this Agreement or of any agreement amendatory or supplemental hereto.

(f) The permissive rights of the Escrow Agent to do things enumerated in this Agreement shall not be construed as duties.

(g) No provision of this Agreement shall require the Escrow Agent to risk or advance its own funds or otherwise incur any financial liability or potential financial liability in the performance of its duties or the exercise of its rights under this Agreement.

(h) In no event shall the Escrow Agent have any duty, obligation, or liability of any nature whatsoever for or with respect to the calculation or determination of any of the respective amounts referred to in Section 6 hereof or set forth on any certificate delivered to the Escrow Agent in accordance with the provisions of this Agreement, and the Escrow Agent shall be entitled to rely upon any certificate delivered to the Escrow Agent in accordance with the provisions of this Agreement with respect to any of the respective amounts set forth in such certificates.

(i) The Escrow Agent shall not incur any liability for not performing any act or fulfilling any duty, obligation or responsibility hereunder by reason of any occurrence beyond the control of the Escrow Agent (including, but not limited to, any act or provision of any present

or future law or regulation or governmental authority, any act of God or war or terrorism, or the unavailability of the Federal Reserve Bank wire or telex or other wire or communication facility).

11. Notices. All notices, consents, waivers or other communications which are required or permitted hereunder shall be sufficient if given in writing and delivered personally, by confirmed fax, by confirmed electronic mail, or by overnight delivery service for next day delivery, proof of delivery required:

If to the Buyers:	Concord Hospital, Inc. 250 Pleasant St. Concord, NH 03301 Attn: Chief Executive Officer
With a copy to:	Stevens & Lee, P.C. 620 Freedom Business Center, Suite 200 King of Prussia, PA, 19406 Attn: Harriet Franklin & Robert Lapowsky
If to the Seller:	LRGHealthcare 80 Highland St. Laconia, NH 03246 Attn: Chief Executive Officer
With a copy to:	Nixon Peabody, LLP One Citizens Plaza, Suite 500 Providence, RI 02903-1345 Attn: Christopher Browning
If to the Escrow Agent:	

(or such other address of the Buyers, the Seller, or the Escrow Agent as shall be set forth in a notice given in the same manner). All such notices shall be deemed given and received on the date personally delivered or faxed or the day following delivery to the overnight delivery service.

12. Merger Clause. This Agreement contains the final, complete and exclusive statement of the Agreement among the parties hereto with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements, representations, understandings, negotiations, and discussions among all of the parties hereto, whether oral or written, with respect to the subject matter hereof.

13. Escrow Agent's Fee; Indemnification. The Escrow Agent's fee for performing its duties hereunder shall be based upon its schedule of fees set forth as Exhibit B, attached hereto and made a part hereof, and shall be divided equally between the Buyers and the Seller. Each of Buyers, on the one hand, and the Seller, on the other hand, jointly and severally, shall reimburse

and indemnify the Escrow Agent for, and hold it harmless against, one-half (1/2) of any loss, damage, cost or expense, including but not limited to reasonable attorneys' fees, reasonably incurred by the Escrow Agent in connection with the Escrow Agent's performance of its duties and obligations or the exercise of its rights under this Agreement, as well as the reasonable costs and expenses of defending against any claim or liability relating to this Agreement; ***provided*** that, notwithstanding the foregoing, neither the Buyers nor the Seller shall be required to indemnify the Escrow Agent for any such loss, liability, cost, or expense arising as a result of the Escrow Agent's bad faith, willful misconduct or gross negligence.

14. Governing Law. This Agreement shall be construed and interpreted in accordance with the laws of the State of New Hampshire.

15. Jurisdiction. The Parties agree that jurisdiction and venue for any suit, action, or other proceeding seeking to enforce any provision of, or based upon any right arising out of, in connection with, or in any way relating to, this Agreement shall be in the United States Bankruptcy Court for the District of New Hampshire; provided, however, that if at the time of commencement of any such litigation, there is no longer a pending Bankruptcy Case or if the Bankruptcy Court does not have subject matter jurisdiction, jurisdiction and venue for any litigation arising out of this Agreement, provided jurisdiction may be obtained under applicable law, shall be in the state or federal courts in the State of New Hampshire. Each party hereby irrevocably consents and submits to the exclusive jurisdiction and venue of such courts and irrevocably waives any objection which it may now or hereafter have to the laying of the venue of any suit, action or proceeding brought in such court and any claim that such suit, action or proceeding brought in such court has been brought in an inconvenient forum or that such court lacks jurisdiction.

16. Waiver of Jury Trial. THE PARTIES HERETO AGREE TO WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL WITH RESPECT TO ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS AGREEMENT.

17. Cooperation. Subject to the terms and conditions herein provided, each of the parties hereto shall use its best efforts to take, or cause to be taken, such action, to execute and deliver, or cause to be executed and delivered, such additional documents and instruments and to do, or cause to be done, all things necessary, proper or advisable under the provisions of this Agreement and under applicable law to consummate and make effective the transactions contemplated by this Agreement.

18. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, and any person may become a party hereto by executing a counterpart hereof, but all of such counterparts taken together shall constitute but one and the same instrument.

19. Controversies. If any controversy arises between the parties to this Agreement, or with any other party, concerning the subject matter of this Agreement, its terms or conditions, the Escrow Agent will not be required to determine the controversy or to take any action regarding it. The Escrow Agent may hold all documents and funds and may wait for settlement of any such controversy. The Escrow Agent is authorized to deposit with the Bankruptcy Court or, if there is

no longer a pending Bankruptcy Case or if the Bankruptcy Court does not have subject matter jurisdiction, a state or federal court in the State of New Hampshire, all documents and funds held in escrow, except all costs, expenses, charges, and reasonable attorneys' fees incurred by the Escrow Agent due to the action. Upon initiating such action, the Escrow Agent shall be fully released and discharged of and from all obligations and liability imposed by the terms of this Agreement.

20. Cumulative Rights. Each of the rights, powers and remedies of the Buyers and the Seller hereunder shall be cumulative and concurrent, and shall be in addition to every other right, power or remedy provided for hereunder or under the Purchase Agreement or otherwise existing at law or in equity or by statute or otherwise, and any exercise or commencement of the exercise by the Buyers or the Seller of any one or more of such rights, powers or remedies shall not preclude the simultaneous or later exercise by the Buyers of any or all such other rights, powers and remedies.

21. Right to Interplead. Notwithstanding any other provision of this Agreement, if any conflicting demand shall be made upon the Escrow Agent, the Escrow Agent may file suit in interpleader with the proper court in the State of New Hampshire for the purpose of having the respective rights of the parties adjudicated. The Escrow Agent may, upon initiation of such suit and if such dispute relates to the manner in which the Escrow Fund will be disbursed, deposit those funds which are the subject of such controversy with the court and, upon giving notice thereof to the parties hereto, the Escrow Agent shall be fully released and discharged from all further obligations hereunder with respect to such funds.

22. Patriot Act Compliance, Etc. In order to comply with laws, rules, regulations and executive orders in effect from time to time applicable to banking institutions, including those relating to the funding of terrorist activities and money laundering and the Customer Identification Program ("***CIP***") requirements under the USA PATRIOT Act and its implementing regulations, pursuant to which the Escrow Agent must obtain, verify and record information that allows the Escrow Agent to identify customers ("***Applicable Law***"), the Escrow Agent is required to obtain, verify and record certain information relating to individuals and entities which maintain a business relationship with the Escrow Agent. Accordingly, each party agrees to provide to the Escrow Agent upon its request from time to time such identifying information and documentation as may be available for such party in order to enable the Escrow Agent to comply with Applicable Law, including, but not limited to, information as to name, physical address, tax identification number and other information that will help the Escrow Agent to identify and verify such party such as organizational documents, certificates of good standing, licenses to do business or other pertinent identifying information. Each party understands and agrees that the Escrow Agent cannot open the Escrow Account unless and until the Escrow Agent verifies the identities of the parties in accordance with its CIP.

23. Miscellaneous. If a Final Order of a court of competent jurisdiction declares that any provision of this Agreement is invalid or unenforceable, the parties hereto agree that such court shall have the power to modify such provision consistent with the intent of the parties. The failure or delay on the part of any party hereto: (i) to insist upon or enforce strict performance of any provision of this Agreement by any other party; or (ii) to exercise any right, power or remedy under this Agreement,

shall not be deemed or construed as a waiver thereof. A waiver by any party hereto of any provision of this Agreement or of any breach thereof shall not be deemed or construed as a general waiver thereof or of any other provision or of any rights thereunder. This Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective successors and permitted assigns. Nothing in this Agreement, express or implied, is intended to confer on any person or entity, other than the parties hereto and their respective successors or permitted assigns, any rights, remedies, benefits, obligations or liabilities under this Agreement, except as specifically provided in this Agreement or otherwise specifically agreed to in writing by the parties hereto. This Agreement may not be amended, modified, discharged or waived orally or by course of conduct, but only by an agreement in writing, signed by or on behalf of the party against whom enforcement of any amendment, modification, discharge or waiver is sought. The section headings contained in this Agreement are for convenience only and shall not be considered in the interpretation or construction of the provisions of this Agreement. Defined terms in the singular shall include the plural and vice versa. This Agreement shall be effective only upon execution by all parties hereto. In the event of a conflict between this Agreement and the Purchase Agreement, the terms of the Purchase Agreement shall prevail.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first above written.

BUYERS:

CONCORD HOSPITAL, INC.
CONCORD HOSPITAL – LACONIA
CONCORD HOSPITAL – FRANKLIN
CAPITAL REGION DEVELOPMENT CORPORATION
CAPITAL REGION VENTURES CORPORATION

By: _____
Name: [Name]
Title: [Title]

SELLER:

LRGHEALTHCARE

By: _____
Name: [Name]
Title: [Title]

ESCROW AGENT:

[ESCROW AGENT, INC.]

By: _____
Name: [Name]
Title: [Title]

EXHIBIT A

CURE ESCROW CERTIFICATE OF INSTRUCTION

The undersigned, CONCORD HOSPITAL, INC. ("***Concord***"), CONCORD HOSPITAL – LACONIA ("***Concord Laconia***"), CONCORD HOSPITAL – FRANKLIN ("***Concord Franklin***"), CAPITAL REGION DEVELOPMENT CORPORATION ("***CRDC***"), and CAPITAL REGION VENTURES CORPORATION ("***CRVC***" and with Concord, Concord Laconia, Concord Franklin, and CRDC, the "***Buyers***"), , pursuant to Section 6 of the Cure Escrow Agreement dated as of [Month] [Day], 2020, among the Buyers, LRGHEALTHCARE (the "***Seller***") and you (terms defined in said Cure Escrow Agreement have the same meanings when used herein), hereby:

(a) (i) certify that the Bankruptcy Court has allowed payments relating certain Disputed Cure Amounts comprising the Cure Escrow Fund; (ii) certify that the Allowed Cure Payment Amount relating to such Disputed Cure Amounts is $_____; and (iii) the Disputed Cure Amount Excess relating to such Disputed Cure Amounts is $_____; and

(b) (i) instruct you to pay to each non-Debtor counterparty to an Assigned Contract identified on Schedule 1 hereto from the Cure Escrow Fund the Allowed Cure Payment Amount referred to in Schedule 1 applicable to such non-Debtor counterparty by wire transfer of immediately available funds to such non-Debtor counterparty's account stated on Schedule 1, within two (2) Business Days of your receipt of this Certificate; and (ii) instruct you to pay to Concord from the Cure Escrow Fund the Disputed Cure Amount Excess referred to in clause (iii) of paragraph (a) above by wire transfer of immediately available funds to Seller's account at _____ (Account No.:_____), within two (2) Business Days of your receipt of this Certificate.

[Signature Page Follows]

BUYERS:

CONCORD HOSPITAL, INC.
CONCORD HOSPITAL – LACONIA
CONCORD HOSPITAL – FRANKLIN
CAPITAL REGION DEVELOPMENT CORPORATION
CAPITAL REGION VENTURES CORPORATION

By: _____
Name: [Name]
Title: [Title]

Dated: _____, _____

SCHEDULE 1

TO CURE ESCROW CERTIFICATE OF INSTRUCTION

NON-DEBTOR COUNTERPARTY	DISPUTED CURE AMOUNT	ALLOWED CURE PAYMENT AMOUNT AND NON-DEBTOR COUNTERPARTY WIRING INSTRUCTIONS	DISPUTED CURE AMOUNT EXCESS

EXHIBIT B

ESCROW FEES

EXHBITI B

HOLDBACK ESCROW AGREEMENT

HOLDBACK ESCROW AGREEMENT

This HOLDBACK ESCROW AGREEMENT (this "***Agreement***") is made as of [Month] [Day], 2020, by and among LRGHEALTHCARE (the "***Seller***"), CONCORD HOSPITAL, INC. ("***Concord***"), CONCORD HOSPITAL – LACONIA ("***Concord Laconia***"), CONCORD HOSPITAL – FRANKLIN ("***Concord Franklin***"), CAPITAL REGION DEVELOPMENT CORPORATION ("***CRDC***"), and CAPITAL REGION VENTURES CORPORATION ("***CRVC***" and with Concord, Concord Laconia, Concord Franklin, and CRDC, the "***Buyers***"), and [ESCROW AGENT, INC.] (the "***Escrow Agent***").

BACKGROUND

A. The Buyers and the Seller have entered into that certain Asset Purchase Agreement, dated as [Month] [Day], 2020 (such agreement, together with the Exhibits and Schedules thereto, the "***Purchase Agreement***"), pursuant to which, among other things, the Buyers have agreed to purchase, as of the date hereof, all of the Seller's right, title, and interest in and to certain assets of the Seller as part of a Section 363 bankruptcy sale, as more particularly described, and on the terms and subject to the conditions, therein.

B. The Purchase Agreement requires that the Buyers and the Seller enter into this Agreement and that the Buyers deposit with the Escrow Agent a portion of the Purchase Price otherwise payable to Seller under the Purchase Agreement in order to provide a fund for certain payments to which Buyers may become entitled as and to the extent provided in the Purchase Agreement.

C. The parties are entering into this Agreement to effectuate the intent of the foregoing provisions of the Purchase Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing and the mutual agreements made herein, the Buyers, the Seller and the Escrow Agent (collectively, the "***Parties***"), each intending to be legally bound, hereby agree as follows:

1. Defined Terms; Incorporation of Preamble and Background. Capitalized terms used herein which are not otherwise defined in this Agreement shall have the respective meanings assigned to them in the Purchase Agreement. The preamble and Background hereof (including terms defined therein) are incorporated by reference as if fully set forth herein.

2. Appointment of Escrow Agent. The Buyers and the Seller hereby constitute and appoint the Escrow Agent as the escrow agent under and pursuant to this Agreement. The Escrow Agent hereby accepts its appointment as Escrow Agent.

3. Escrow Fund. At the Closing, Buyers shall, simultaneously with the execution and delivery of this Agreement and in accordance with the provisions of Section 2.9 of the Purchase Agreement, deliver to the Escrow Agent, by wire transfer of immediately available funds, an amount equal to $4,000,000.00 minus any amounts paid by the Seller between the date hereof and the Closing Date on account of amounts due under settled Medicare cost reports for years starting

with the year 2016 (the "***Holdback Escrow Fund***" or the "***Escrow Fund***"), and the Escrow Agent shall thereby acknowledge receipt of the Escrow Fund by email to the Buyers' and the Seller's counsel. The Escrow Agent shall hold the Escrow Fund in accordance with the terms and conditions hereinafter set forth. The Escrow Agent warrants and undertakes that, unless specifically authorized to do so in accordance with the provisions of this Agreement, it will not release, distribute or expend the Escrow Fund or any earnings with respect thereto. The Escrow Fund shall be held by the Escrow Agent in a separate account maintained for such purpose, on the terms and subject to the conditions of this Agreement. Earnings on the Escrow Fund (the "***Escrow Earnings***") shall not become part of the Escrow Fund; all Escrow Earnings shall be disbursed by the Escrow Agent in accordance with the terms hereof. Neither the Escrow Fund nor any Escrow Earnings shall be subject to lien or attachment by any creditor of any party hereto. The Escrow Fund and the Escrow Earnings shall be used solely for the purpose set forth in this Agreement and shall be disbursed only in accordance with the terms of this Agreement. Neither the Escrow Fund nor any Escrow Earnings shall be available to or used by the Escrow Agent to set-off any obligations of the Buyers, the Seller, or any of their respective subsidiaries or affiliates, as appropriate, or any current or prior partner or option holder of any of the foregoing owing to the Escrow Agent in any capacity.

4. Investment of Escrow Fund. The Escrow Agent shall invest and reinvest all cash funds held from time to time as part of the Escrow Fund and Escrow Earnings in certificates of deposit or interest-bearing demand deposits of commercial banks, but only to the extent the certificates of deposit are fully insured by the Federal Deposit Insurance Corporation or otherwise fully secured by direct obligations of the United States of America or obligations fully guaranteed by the United States of America as to principal and interest. The Escrow Agent shall have the right to liquidate any investments held, in order to provide funds necessary to make required distributions of the Escrow Fund and Escrow Earnings under this Agreement. The Escrow Agent in its capacity as escrow agent hereunder shall not have any liability for any loss sustained as a result of any investment made pursuant to the instructions of the parties hereto or as a result of any liquidation of any investment prior to its maturity other than any such loss which arises from the willful misconduct, gross negligence or bad faith of the Escrow Agent or any of its officers, employees, agents or representatives.

5. Tax Matters; Tax Distributions. The Escrow Agent does not have any interest in the Escrow Fund but is serving as escrow holder only and having only possession thereof. The federal taxpayer identification number of the Seller shall be used with respect to the escrow account consistent with the foregoing provisions of this Section 5. The Seller has provided the Escrow Agent with its fully executed Internal Revenue Service ("***IRS***") Form W-8, or W-9 and/or other required documentation. The Seller represents that its correct tax identification number assigned by the IRS, or any other taxing authority, is set forth in the delivered forms. Each party understands that, in the event the Seller's correct federal taxpayer identification number is not certified to the Escrow Agent, then the Internal Revenue Code, as amended from time to time, may require withholding of a portion of any interest or other income earned on the investment of the Escrow Fund. Any Escrow Earnings shall be deemed income of the Seller for all tax purposes, whether or not the Escrow Earnings were disbursed by the Escrow Agent during any particular

year. Such income shall be reported, to the extent required by law, by the Escrow Agent to the IRS or any other taxing authority, as applicable, on IRS form 1099-INT, 1099-DIV, or 1042S (or other appropriate form) from the Escrow Earnings by the Seller. The Escrow Agent, the Buyers, and the Seller shall each prepare and file all tax returns and information returns in a manner consistent with the foregoing, including, but not limited to, any applicable reporting or withholding pursuant to the Foreign Account Tax Reporting Act ("***FATCA***"). The parties hereto acknowledge and agree that the Escrow Agent shall have no responsibility for the preparation and/or filing of any tax return or any applicable FATCA reporting with respect to the Escrow Fund or Escrow Earnings. The Escrow Agent shall not be liable to pay any tax on any Escrow Earnings. The Escrow Agent shall not have any responsibility for the payment of taxes except with funds furnished to the Escrow Agent for that purpose.

6. Claims Against the Holdback Escrow Fund; Rights of the Parties.

(a) If the Buyers have incurred Damages from which they are entitled to make a claim under Section 9 of the Purchase Agreement, Buyers shall deliver to the Escrow Agent and the Seller a certificate in substantially the form of Exhibit A, attached hereto (an "***Holdback Escrow Certificate of Instruction***") setting forth the amount of the holdback claim (the "***Holdback Escrow Claim Amount***"). No Holdback Escrow Certificate of Instruction may be delivered by Buyers after the Claims Close Date.

(b) If the Escrow Agent receives an Holdback Escrow Certificate of Instruction, then the Escrow Agent shall pay to Concord from the Holdback Escrow Fund the portion, if any, of the Holdback Escrow Claim Amount specified in (i) a certificate executed and delivered by the Buyers and the Seller substantially in the form of Exhibit B, attached hereto (a "***Resolution Certificate***"), stating that the Buyers and the Seller have agreed that the Buyers are entitled to the Holdback Escrow Claim Amount referred to in such Holdback Escrow Certificate of Instruction (or a specified portion thereof) or (ii) a Final Order of the Bankruptcy Court or other court of competent jurisdiction accompanied by a certification from an executive officer of the presenting party which provides that the Buyers are entitled to the Holdback Escrow Claim Amount referred to in such Holdback Escrow Certificate of Instruction (or a specified portion thereof). For clarity, the Escrow Agent acknowledges and agrees that no disbursement under this Section 6(b) will be made without either (i) the delivery of a joint instruction from the Buyers and the Seller or (ii) a Final Order of the Bankruptcy Court or other court of competent jurisdiction in accordance with the provisions of this Section 6(b).

(c) Upon the payment in full to the Buyers by the Escrow Agent of the amount specified in a Resolution Certificate or Final Order of the Bankruptcy Court or other court of competent jurisdiction in respect of the Holdback Escrow Claim Amount as set forth in an Holdback Escrow Certificate of Instruction, such Holdback Escrow Certificate of Instruction shall be deemed fulfilled.

(d) If the Buyers determine to withdraw their claim with respect to an Holdback Escrow Claim Amount referred to in an Holdback Escrow Certificate of Instruction (or a specified

portion thereof), the Buyers will promptly deliver to the Escrow Agent a certificate substantially in the form of Exhibit C, attached hereto (a "***Buyers Cancellation Certificate***") canceling such Holdback Escrow Certificate of Instruction (or such specified portion thereof, as the case may be), and such Holdback Escrow Certificate of Instruction (or portion thereof) shall thereupon be deemed withdrawn and cancelled. The Buyers shall deliver a copy of any the Buyers Cancellation Certificate to Seller concurrently with the delivery of such Buyers Cancellation Certificate to the Escrow Agent.

(e) The Escrow Agent shall include with any payment made to the Buyers pursuant to this Section 6 a pro rata portion (calculated based on the amount of such payment) of the Escrow Earnings from the date hereof through the date of payment, but such Escrow Earnings shall not be considered part of the Holdback Escrow Fund.

(f) Nothing in this Agreement shall be deemed to mean or require that a Holdback Escrow Certificate of Instruction include a precise Holdback Escrow Claim Amount to which the Buyers claims if, at the time of the giving of such certificate, the exact amount claimed cannot reasonably be ascertained. In such cases, the Buyers may give a Holdback Escrow Certificate of Instruction setting forth only its good faith estimate of such amount such good faith estimate shall be treated as a Holdback Escrow Claim Amount for purposes of determining the Withholding Amount (as hereinafter defined) in accordance with Section 7.

7. Termination; Release of Holdback Escrow Fund.

(a) On the fifth (5^{th}) Business Day after the Claims Close Date, the Escrow Agent shall pay over to the Seller by wire transfer of immediately available funds to accounts designated in writing by the Seller, an amount equal to equal to: (i) the aggregate amount of the Holdback Escrow Fund as of the Claims Close Date *less* (ii) the aggregate Holdback Escrow Claim Amounts designated in each of the Holdback Escrow Certificates of Instruction received by the Escrow Agent on or prior to the Claims Close Date that have not been fulfilled or withdrawn pursuant to Sections 6(b) through (d) hereof plus a pro rata portion (calculated based on the amount of such Holdback Escrow Claim Amounts) of the Escrow Earnings from the date hereof through the Claim Close Date (the "***Withholding Amount***"). If amounts are withheld pursuant to the preceding sentence and, after the Claims Close Date, one or more Holdback Escrow Certificate(s) of Instruction which was the basis for all or part of such Withholding Amount is fulfilled or withdrawn in accordance with either Section 6(c) or Section 6(d) hereof, then, as long as the aggregate balance of the Withholding Amount at the time of such cancellation exceeds the then remaining aggregate balance of all unfulfilled or non-withdrawn Holdback Escrow Certificates of Instruction plus applicable pro-rata share of Escrow Earnings, the Buyers and the Seller shall jointly instruct the Escrow Agent to promptly pay over to the Seller according to the written instructions of the Seller, by wire transfer of immediately available funds to an account designated by the Seller, the amount by which the then remaining balance of the Withholding Amount exceeds the outstanding aggregate balance of all such unfulfilled or non-withdrawn Holdback Escrow Certificates of Instruction plus applicable pro-rata share of Escrow Earnings. Any Withholding Amount that is not released in accordance with the preceding sentence shall be released pursuant

to (i) a Resolution Certificate, (ii) joint instructions of the Buyers and the Seller, or (iii) pursuant to a Final Order of the Bankruptcy Court or other final non-appealable order of a court of competent jurisdiction.

(b) The Escrow Agent shall include with any payment made to the Seller pursuant to this Section 7 a pro rata portion (calculated based on the amount of such payment) of all Escrow Earnings through the date of payment.

(c) Upon disbursement of the entire Escrow Fund, and Escrow Earnings, this Agreement (other than Section 10 and the last sentence of Section 13) shall automatically terminate.

(d) The interest of the Seller in the Escrow Fund shall not be assignable or transferable without the prior written consent of the Buyers, which consent shall not be unreasonably withheld, except by operation of law, as provided in a plan of reorganization or liquidation confirmed by Final Order of the Bankruptcy Court, or as provided in another Final Order of the Bankruptcy Court.

(e) The Escrow Fund shall be held as a trust fund and shall not be subject to any lien, attachment, trustee process or any other judicial process of any creditor of any party hereto. The Escrow Agent agrees to accept delivery of and to hold the Escrow Fund and all Escrow Earnings in escrow in accordance with, and subject to, the terms and conditions of this Agreement.

8. Covenants of the Escrow Agent. The Escrow Agent hereby covenants to the Buyers and the Seller that it shall perform all of its obligations under this Agreement and will not deliver custody or possession of any of the Escrow Fund to the Buyers or the Seller or any person except pursuant to the express terms of this Agreement.

9. Resignation and Removal of Escrow Agent. The Escrow Agent may resign at any time or be removed by the mutual consent of the Buyers and the Seller upon notice to the other parties hereto given at least thirty (30) days prior to the effective date of such resignation or removal; ***provided, however***, that no resignation or removal of the Escrow Agent shall be effective until the appointment of a successor escrow agent in the manner herein provided. In the event of the resignation or removal of the Escrow Agent, the Buyers and the Seller shall agree upon a successor escrow agent. Any successor escrow agent shall execute and deliver to the Escrow Agent, the Buyers and the Seller an instrument accepting such appointment and the transfer of the Escrow Fund (including any Escrow Earnings) and agreeing to the terms of this Agreement, and thereupon such successor escrow agent shall, without further act, become vested with all the estates, properties, rights, powers and duties of the Escrow Agent as if originally named herein. If an instrument of acceptance by a successor escrow agent shall not have been delivered to the Escrow Agent within ten (10) Business Days after the giving of such notice of resignation, the Escrow Agent may at the joint expense of Buyers and Seller, petition the Bankruptcy Court or any court of competent jurisdiction for the appointment of a successor escrow agent.

10. Duties and Obligations of the Escrow Agent. The duties and obligations of the Escrow Agent shall be limited to and determined solely by the provisions of this Agreement and the notices and certificates delivered in accordance herewith. The Escrow Agent is not charged with knowledge of or any duties or responsibilities in respect of any other agreement or document and the Escrow Agent shall not inquire into or consider the merits of any claim to the Escrow Fund by the parties hereto or whether such claim complies with the Purchase Agreement or the terms thereof. The Escrow Agent is obligated only to perform the duties specifically set forth in this Agreement, which shall be deemed purely ministerial in nature. Under no circumstances will the Escrow Agent be deemed to be a fiduciary to any party or any other person under this Agreement. The Escrow Agent will not be responsible or liable for the failure of any party to perform in accordance with this Agreement. In furtherance and not in limitation of the foregoing:

(a) The Escrow Agent shall not be liable for any loss of interest sustained as a result of investments made hereunder in accordance with the terms hereof, including any liquidation of any investment of the Escrow Fund prior to its maturity effected in order to make a payment required by the terms of this Agreement. The parties acknowledge that the Escrow Agent is not providing investment supervision, recommendations, or advice.

(b) The Escrow Agent shall be fully protected in relying in good faith upon any written certification, notice, direction, request, waiver, consent, receipt or other document that the Escrow Agent reasonably believes to be genuine and duly authorized, executed and delivered. The Escrow Agent shall not be liable for acting or refraining from acting upon any notice, request, consent, direction, requisition, certificate, order, affidavit, letter, or other paper or document believed by it to be genuine and correct and to have been signed or sent by the proper person or persons, without further inquiry into the person's or persons' authority.

(c) The Escrow Agent shall not be liable for any error of judgment, or for any act done or omitted by it, or for any mistake in fact or law, or for anything that it may do or refrain from doing in connection herewith; provided, however, that notwithstanding any other provision in this Agreement, the Escrow Agent shall be liable for its willful misconduct, bad faith or gross negligence. THE ESCROW AGENT SHALL NOT BE LIABLE, DIRECTLY OR INDIRECTLY, FOR ANY (I) DAMAGES, LOSSES OR EXPENSES ARISING OUT OF THE SERVICES PROVIDED HEREUNDER, OTHER THAN DAMAGES, LOSSES OR EXPENSES WHICH HAVE BEEN FINALLY ADJUDICATED TO HAVE DIRECTLY RESULTED FROM THE ESCROW AGENT'S GROSS NEGLIGENCE, BAD FAITH OR WILLFUL MISCONDUCT, OR (II) SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES OR LOSSES OF ANY KIND WHATSOEVER (INCLUDING WITHOUT LIMITATION LOST PROFITS), EVEN IF THE ESCROW AGENT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES AND REGARDLESS OF THE FORM OF ACTION.

(d) The Escrow Agent may seek the advice of legal counsel selected with reasonable care in the event of any dispute or question as to the construction of any of the provisions of this Agreement or its duties hereunder, and it shall incur no liability and shall be

fully protected in respect of any action taken, omitted or suffered by it in good faith in accordance with the opinion of such counsel.

(e) The Escrow Agent may execute any of its powers or responsibilities hereunder and exercise any rights hereunder either directly or by or through agents or attorneys selected with reasonable care, nothing in this Agreement shall be deemed to impose upon the Escrow Agent any duty to qualify to do business or to act as fiduciary or otherwise in any jurisdiction other than the State of New Hampshire and the Escrow Agent shall not be responsible for and shall not be under a duty to examine into or pass upon the validity, binding effect, execution or sufficiency of this Agreement or of any agreement amendatory or supplemental hereto.

(f) The permissive rights of the Escrow Agent to do things enumerated in this Agreement shall not be construed as duties.

(g) No provision of this Agreement shall require the Escrow Agent to risk or advance its own funds or otherwise incur any financial liability or potential financial liability in the performance of its duties or the exercise of its rights under this Agreement.

(h) In no event shall the Escrow Agent have any duty, obligation, or liability of any nature whatsoever for or with respect to the calculation or determination of any of the respective amounts referred to in Section 6 hereof or set forth on any certificate delivered to the Escrow Agent in accordance with the provisions of this Agreement, and the Escrow Agent shall be entitled to rely upon any certificate delivered to the Escrow Agent in accordance with the provisions of this Agreement with respect to any of the respective amounts set forth in such certificates.

(i) The Escrow Agent shall not incur any liability for not performing any act or fulfilling any duty, obligation or responsibility hereunder by reason of any occurrence beyond the control of the Escrow Agent (including, but not limited to, any act or provision of any present or future law or regulation or governmental authority, any act of God or war or terrorism, or the unavailability of the Federal Reserve Bank wire or telex or other wire or communication facility).

11. Notices. All notices, consents, waivers or other communications which are required or permitted hereunder shall be sufficient if given in writing and delivered personally, by confirmed fax, by confirmed electronic mail, or by overnight delivery service for next day delivery, proof of delivery required:

If to the Buyers:
Concord Hospital, Inc.
250 Pleasant St.
Concord, NH 03301
Attn: Chief Executive Officer

With a copy to:
Stevens & Lee, P.C.
620 Freedom Business Center, Suite 200
King of Prussia, PA, 19406

Attn: Harriet Franklin & Robert Lapowsky

If to the Seller: LRGHealthcare
80 Highland St.
Laconia, NH 03246
Attn: Chief Executive Officer

With a copy to: Nixon Peabody, LLP
One Citizens Plaza, Suite 500
Providence, RI 02903-1345
Attn: Christopher Browning

If to the Escrow Agent:

(or such other address of the Buyers, the Seller, or the Escrow Agent as shall be set forth in a notice given in the same manner). All such notices shall be deemed given and received on the date personally delivered or faxed or the day following delivery to the overnight delivery service.

12. Merger Clause. This Agreement contains the final, complete and exclusive statement of the Agreement among the parties hereto with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements, representations, understandings, negotiations, and discussions among all of the parties hereto, whether oral or written, with respect to the subject matter hereof.

13. Escrow Agent's Fee; Indemnification. The Escrow Agent's fee for performing its duties hereunder shall be based upon its schedule of fees set forth as Exhibit D, attached hereto and made a part hereof, and shall be divided equally between the Buyers and the Seller. Each of Buyers, on the one hand, and the Seller, on the other hand, jointly and severally, shall reimburse and indemnify the Escrow Agent for, and hold it harmless against, one-half (1/2) of any loss, damage, cost or expense, including but not limited to reasonable attorneys' fees, reasonably incurred by the Escrow Agent in connection with the Escrow Agent's performance of its duties and obligations or the exercise of its rights under this Agreement, as well as the reasonable costs and expenses of defending against any claim or liability relating to this Agreement; ***provided*** that, notwithstanding the foregoing, neither the Buyers nor the Seller shall be required to indemnify the Escrow Agent for any such loss, liability, cost, or expense arising as a result of the Escrow Agent's bad faith, willful misconduct or gross negligence.

14. Governing Law. This Agreement shall be construed and interpreted in accordance with the laws of the State of New Hampshire.

15. Jurisdiction. The Parties agree that jurisdiction and venue for any suit, action, or other proceeding seeking to enforce any provision of, or based upon any right arising out of, in connection with, or in any way relating to, this Agreement shall be in the United States Bankruptcy

Court for the District of New Hampshire; provided, however, that if at the time of commencement of any such litigation, there is no longer a pending Bankruptcy Case or if the Bankruptcy Court does not have subject matter jurisdiction, jurisdiction and venue for any litigation arising out of this Agreement, provided jurisdiction may be obtained under applicable law, shall be in the state or federal courts in the State of New Hampshire. Each party hereby irrevocably consents and submits to the exclusive jurisdiction and venue of such courts and irrevocably waives any objection which it may now or hereafter have to the laying of the venue of any suit, action or proceeding brought in such court and any claim that such suit, action or proceeding brought in such court has been brought in an inconvenient forum or that such court lacks jurisdiction.

16. Waiver of Jury Trial. THE PARTIES HERETO AGREE TO WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL WITH RESPECT TO ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS AGREEMENT.

17. Cooperation. Subject to the terms and conditions herein provided, each of the parties hereto shall use its best efforts to take, or cause to be taken, such action, to execute and deliver, or cause to be executed and delivered, such additional documents and instruments and to do, or cause to be done, all things necessary, proper or advisable under the provisions of this Agreement and under applicable law to consummate and make effective the transactions contemplated by this Agreement.

18. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, and any person may become a party hereto by executing a counterpart hereof, but all of such counterparts taken together shall constitute but one and the same instrument.

19. Controversies. If any controversy arises between the parties to this Agreement, or with any other party, concerning the subject matter of this Agreement, its terms or conditions, the Escrow Agent will not be required to determine the controversy or to take any action regarding it. The Escrow Agent may hold all documents and funds and may wait for settlement of any such controversy. The Escrow Agent is authorized to deposit with the Bankruptcy Court or, if there is no longer a pending Bankruptcy Case or if the Bankruptcy Court does not have subject matter jurisdiction, a state or federal court in the State of New Hampshire, all documents and funds held in escrow, except all costs, expenses, charges, and reasonable attorneys' fees incurred by the Escrow Agent due to the action. Upon initiating such action, the Escrow Agent shall be fully released and discharged of and from all obligations and liability imposed by the terms of this Agreement.

20. Cumulative Rights. Each of the rights, powers and remedies of the Buyers and the Seller hereunder shall be cumulative and concurrent, and shall be in addition to every other right, power or remedy provided for hereunder or under the Purchase Agreement or otherwise existing at law or in equity or by statute or otherwise, and any exercise or commencement of the exercise by the Buyers or the Seller of any one or more of such rights, powers or remedies shall not preclude

the simultaneous or later exercise by the Buyers of any or all such other rights, powers and remedies.

21. Right to Interplead. Notwithstanding any other provision of this Agreement, if any conflicting demand shall be made upon the Escrow Agent, the Escrow Agent may file suit in interpleader with the proper court in the State of New Hampshire for the purpose of having the respective rights of the parties adjudicated. The Escrow Agent may, upon initiation of such suit and if such dispute relates to the manner in which the Escrow Fund will be disbursed, deposit those funds which are the subject of such controversy with the court and, upon giving notice thereof to the parties hereto, the Escrow Agent shall be fully released and discharged from all further obligations hereunder with respect to such funds.

22. Patriot Act Compliance, Etc. In order to comply with laws, rules, regulations and executive orders in effect from time to time applicable to banking institutions, including those relating to the funding of terrorist activities and money laundering and the Customer Identification Program ("***CIP***") requirements under the USA PATRIOT Act and its implementing regulations, pursuant to which the Escrow Agent must obtain, verify and record information that allows the Escrow Agent to identify customers ("***Applicable Law***"), the Escrow Agent is required to obtain, verify and record certain information relating to individuals and entities which maintain a business relationship with the Escrow Agent. Accordingly, each party agrees to provide to the Escrow Agent upon its request from time to time such identifying information and documentation as may be available for such party in order to enable the Escrow Agent to comply with Applicable Law, including, but not limited to, information as to name, physical address, tax identification number and other information that will help the Escrow Agent to identify and verify such party such as organizational documents, certificates of good standing, licenses to do business or other pertinent identifying information. Each party understands and agrees that the Escrow Agent cannot open the Escrow Account unless and until the Escrow Agent verifies the identities of the parties in accordance with its CIP.

23. Miscellaneous. If a Final Order of a court of competent jurisdiction declares that any provision of this Agreement is invalid or unenforceable, the parties hereto agree that such court shall have the power to modify such provision consistent with the intent of the parties. The failure or delay on the part of any party hereto: (i) to insist upon or enforce strict performance of any provision of this Agreement by any other party; or (ii) to exercise any right, power or remedy under this Agreement, shall not be deemed or construed as a waiver thereof. A waiver by any party hereto of any provision of this Agreement or of any breach thereof shall not be deemed or construed as a general waiver thereof or of any other provision or of any rights thereunder. This Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective successors and permitted assigns. Nothing in this Agreement, express or implied, is intended to confer on any person or entity, other than the parties hereto and their respective successors or permitted assigns, any rights, remedies, benefits, obligations or liabilities under this Agreement, except as specifically provided in this Agreement or otherwise specifically agreed to in writing by the parties hereto. This Agreement may not be amended, modified, discharged or waived orally or by course of conduct, but only by an agreement in writing, signed by or on behalf of the party against whom enforcement of any

amendment, modification, discharge or waiver is sought. The section headings contained in this Agreement are for convenience only and shall not be considered in the interpretation or construction of the provisions of this Agreement. Defined terms in the singular shall include the plural and vice versa. This Agreement shall be effective only upon execution by all parties hereto. In the event of a conflict between this Agreement and the Purchase Agreement, the terms of the Purchase Agreement shall prevail.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first above written.

BUYERS:

CONCORD HOSPITAL, INC.
CONCORD HOSPITAL – LACONIA
CONCORD HOSPITAL – FRANKLIN
CAPITAL REGION DEVELOPMENT CORPORATION
CAPITAL REGION VENTURES CORPORATION

By: _____
Name: [Name]
Title: [Title]

SELLER:

LRGHEALTHCARE

By: _____
Name: [Name]
Title: [Title]

ESCROW AGENT:

[ESCROW AGENT, INC.]

By: _____
Name: [Name]
Title: [Title]

EXHIBIT A

HOLDBACK ESCROW CERTIFICATE OF INSTRUCTION

The undersigned, CONCORD HOSPITAL, INC. ("***Concord***"), CONCORD HOSPITAL – LACONIA ("***Concord Laconia***"), CONCORD HOSPITAL – FRANKLIN ("***Concord Franklin***"), CAPITAL REGION DEVELOPMENT CORPORATION ("***CRDC***"), and CAPITAL REGION VENTURES CORPORATION ("***CRVC***" and with Concord, Concord Laconia, Concord Franklin, and CRDC, the "***Buyers***"), pursuant to Section 6 of the Holdback Escrow Agreement dated as of [Month] [Year], 2020, among the Buyers, the Seller, and you (terms defined in said Holdback Escrow Agreement, which are not defined herein, have the same meanings when used herein), hereby informs you that (i) the Buyers have sent to the Seller a claim notice, a copy of which is attached hereto, and (ii) the Buyers state that Concord is entitled to have paid to it from the Holdback Escrow Fund the amount of [approximately] $_____ (such amount set forth herein to be paid from the Holdback Escrow Fund, the "***Holdback Escrow Claim Amount***") plus a pro-rata share of Escrow Earnings pursuant to the Purchase Agreement by reason of the matter described in such claim notice.

BUYERS:

CONCORD HOSPITAL, INC.
CONCORD HOSPITAL – LACONIA
CONCORD HOSPITAL – FRANKLIN
CAPITAL REGION DEVELOPMENT CORPORATION
CAPITAL REGION VENTURES CORPORATION

By: _____
Name: [Name]
Title: [Title]

Dated: _____, _____

EXHIBIT B

RESOLUTION CERTIFICATE
to
ESCROW AGENT

The undersigned, CONCORD HOSPITAL, INC. ("***Concord***"), CONCORD HOSPITAL – LACONIA ("***Concord Laconia***"), CONCORD HOSPITAL – FRANKLIN ("***Concord Franklin***"), CAPITAL REGION DEVELOPMENT CORPORATION ("***CRDC***"), and CAPITAL REGION VENTURES CORPORATION ("***CRVC***" and with Concord, Concord Laconia, Concord Franklin, and CRDC, the "***Buyers***"), and LRGHEALTHCARE (the "***Seller***"), pursuant to Section 6 of the Holdback Escrow Agreement dated as of [Month] [Day], 2020, among the Buyers, the Seller, and you (terms defined in said Holdback Escrow Agreement have the same meanings when used herein), hereby:

(a) certify that (i) the Buyers and the Seller have resolved any dispute as to the matter described in the Holdback Escrow Certificate of Instruction dated _____, and (ii) the final Holdback Escrow Claim Amount with respect to the matter described in such certificate, *less* any payments previously made with respect to the matter described in such certificate, is $_____ ("***Net Holdback Escrow Claim Amount***"); and

(b) instruct you to pay to Concord from the Holdback Escrow Fund the Net Holdback Escrow Claim Amount referred to in clause (ii) of paragraph (a) above plus a pro-rata share of Escrow Earnings equal to $___, as of _____, 20__ by wire transfer of immediately available funds to the Buyers' account at _____ (Account No.:_____), within two (2) Business Days of your receipt of this Certificate; and

(c) agree that if the original Holdback Escrow Claim Amount designated in such Holdback Escrow Certificate of Instruction exceeds the Net Holdback Escrow Claim Amount as indicated in clause (ii) of paragraph (a) above, then the Buyers shall be deemed not to be entitled to such excess amount of the Net Holdback Escrow Claim Amount plus a pro-rata share of Escrow Earning on such excesss and such Holdback Escrow Certificate of Instruction is hereby cancelled to such extent.

[Signature Page Follows]

BUYERS:

CONCORD HOSPITAL, INC.
CONCORD HOSPITAL – LACONIA
CONCORD HOSPITAL – FRANKLIN
CAPITAL REGION DEVELOPMENT CORPORATION
CAPITAL REGION VENTURES CORPORATION

By: _____
Name: [Name]
Title: [Title]

– and –

SELLER:

LRGHEALTHCARE

By: _____
Name: [Name]
Title: [Title]

Dated: _____, _____

EXHIBIT C

BUYERS CANCELLATION CERTIFICATE
to
ESCROW AGENT

The undersigned, CONCORD HOSPITAL, INC. ("***Concord***"), CONCORD HOSPITAL – LACONIA ("***Concord Laconia***"), CONCORD HOSPITAL – FRANKLIN ("***Concord Franklin***"), CAPITAL REGION DEVELOPMENT CORPORATION ("***CRDC***"), and CAPITAL REGION VENTURES CORPORATION ("***CRVC***" and with Concord, Concord Laconia, Concord Franklin, and CRDC, the "***Buyers***"), pursuant to Section 6 of the Holdback Escrow Agreement dated as of [Month] [Day], 2020, among the Buyers, the Seller, and you (terms defined in said Holdback Escrow Agreement have the same meanings when used herein), hereby:

(a) certifies that (i) it hereby withdraws its claim against the Seller with respect to [all] [specify portion] of the Holdback Escrow Claim Amount designated in the Holdback Escrow Certificate of Instruction dated _____, and (ii) as a result, the Holdback Escrow Claim Amount with respect to such Holdback Escrow Certificate of Instruction is $_____; and

(b) agrees that such Holdback Escrow Certificate of Instruction is, to the extent fully withdrawn as provided in clause (i) of paragraph (a) above, cancelled.

BUYERS:

CONCORD HOSPITAL, INC.
CONCORD HOSPITAL – LACONIA
CONCORD HOSPITAL – FRANKLIN
CAPITAL REGION DEVELOPMENT CORPORATION
CAPITAL REGION VENTURES CORPORATION

By: _____
Name: [Name]
Title: [Title]

Dated: _____, _____

EXHIBIT D

ESCROW FEES

EXHIBIT C

PROCEDURES ORDER

[EXHIBIT ATTACHED TO ORIGINAL AGREEMENT
WHICH IS IN THE FORM ATTACHED TO THE MOTION]

EXHIBIT D

SALE ORDER

[EXHIBIT ATTACHED TO ORIGINAL AGREEMENT
WHICH IS IN THE FORM ATTACHED TO THE MOTION]

EXHIBIT E

CHARITY CARE POLICY

CONCORD HOSPITAL	Owner: Marquardt, Paige	Level 2 - Enterprise Policy/Procedure
	Approver(s): Antinerella, Thomas	Effective: 04/10/2019

Title: Financial Assistance - Policy

Affected:

☒ **Employees** ☐ **Volunteers** ☒ **Practitioners** ☒ **Medical Staff**

☒ **Residents** ☐ **Students** ☐ **Contractors**

Policy: Concord Hospital shall have a Financial Assistance program to ensure that it meets the health needs of individuals within the communities it serves regardless of their ability to pay.

1. **Purpose:**

   To ensure that Concord Hospital meets its community obligations to provide Financial Assistance in a fair, consistent and objective manner.

2. **Abbreviations:**

   FA – Financial Assistance
   CH – Concord Hospital

3. **Definitions:**

   Uninsured Patient: patients who have no health insurance coverage.

   Underinsured Patients: include low-income patients (those with income below 225% of the Federal Poverty Guidelines) with some level of health insurance coverage.

   Medically Necessary Services: services that are reasonable and necessary for the diagnosis and treatment of an illness or injury.

   Approved Definitions for Use at Concord Hospital

4. **Procedure Elements:**

   4.1 Availability and Notifications
   FA Applications will be made available to anyone who requests them. CH will post notices in registration areas regarding the availability of FA. Applications and Financial

Assistance Policy will be available via www.concordhospital.org Information regarding the availability and guidelines for FA are posted on the patient's billing statement.

4.2 Priority Consideration
Priority consideration may be given to hospitalized patients as well as patients requiring emergency services.

4.3 Collection Activities
Receipt of completed applications will result in suspending collection activity on active accounts until a determination has been made. Collection activities will resume for denied applicants. Per Credit and Collections Policy, if Extraordinary Collection Actions have begun, the collection attorney will refund payments that patient paid on the accounts in question (unless less than $5.00) upon approval of FA.

4.4 Medically Necessary and Noncovered Services
Financial Assistance will not apply to any account(s) that have been sent to a collection agency. It also does not cover services rendered by outside entities, specifically X-ray Professional Associates, Anesthesia Associates, Pathways Pathology, Concord Orthopaedics, GI Associates, and Dartmouth-Hitchcock. Financial Assistance is not available for prescription drugs, cosmetic procedures, complementary medial services, outpatient preventative dental services unless provided at Concord Hospital Family Health Center Dental Clinic, investigational services, or elective noncovered services as specified by Medicare and other third party coverage guidelines. Concord Hospital reserves the right to determine if a service will be considered under Financial Assistance.

Concord Hospital's Financial Assistance Program is not health insurance and does not meet the requirements of "minimum essential coverage" as defined under Federal Law. EMTALA

4.5 Eligibility

4.5.1 Third Party Payment - Applicants for FA must have exhausted all other means of payment prior to submitting an application for assistance.

4.5.2 Patients must submit a completed financial assistance application and provide all necessary documentation as outlined by the financial assistance cover letter.

4.5.3 Presumptive Eligibility - Proof of New Hampshire Food Stamp eligibility will be presumptive eligibility for FA.

4.5.4 Service Area - CH service area for FA includes Allenstown, Andover, Antrim, Barnstead, Bennington, Boscawen, Bow, Bradford, Canterbury, Chichester, Concord, Deering, Dunbarton, Epsom, Henniker, Hillsboro, Hopkinton, Loudon,

Northfield, Northwood, Pembroke, Pittsfield, Salisbury, Warner, Washington, Weare, Webster, Windsor. Exceptions will be considered for established patients or for new patients in need of specialty care such as cardiac, cancer and urology services. Financial Assistance may also be provided to non-service area residents who experience an emergency medical condition and require immediate care.

4.5.5 Federal Poverty Guidelines - CH will offer a reduction up to 100% of the patient portion of billed charges for households with income at or below 225% of Federal Poverty Guidelines. Assets will be considered as described in Section 4.5.7 "Determination of Financial Need". The reduction applies to uninsured patients as well as underinsured patients as defined in this policy. See the Financial Assistance - Income Guidelines 2017 - List for more information.

- All patients, regardless of income, may be asked to participate in paying a portion of their health care costs. This does not apply to The Family Health Center-Concord and The Family Health Center-Hillsboro-Deering.

4.5.6 Catastrophic Assistance - CH will offer catastrophic assistance on a sliding fee scale for uninsured patients with income between 225% and 500% of the federal poverty guidelines. Underinsured patients may not be eligible for catastrophic assistance; applications are reviewed on a case by case basis.

Catastrophic Assistance Guideline (applies to uninsured patients only)					
Eligibility Criteria: Submission of Financial Assistance application and supporting documentation					
Charges	$5,001-$10,000	$10,001-$20,000	$20,001-$30,000	$30,001-$50,000	>$50,000
Income Level	*Correlate the households total charges with household income level*				
>225-300% FPL	50%	60% min. pt liability=$5,000	70% min. pt liability=$8,000	80% min. pt liability=$9,000	90% min. pt liability=$10,000
>300-400% FPL	25%	30% min. pt liability=$7,500	40% min. pt liability=$14,000	50% min. pt liability=$18,000	60% min. pt liability=$25,000
>400-500% FPL	20%	25% min. pt liability=$8,000	30% min. pt liability=$15,000	40% min. pt liability=$21,000	50% min. pt liability=$30,000

Catastrophic Guidelines			
	>225%-300% FPL	>300%-400% FPL	>400%-500% FPL
Family Size	Annual Income Level		
1	$28,103 -$37,740	$37,741 -$49,960	$49,961 - $62,450
2	$38,047 - $50,730	$50,731 - $67,640	$67,641- $ 84,550
3	$47,752 - $63,669	$63,670 - 84,892	$84,893 - $106,115
4	$57,938 - $77,250	$77,251 - $103,000	$103,001 - $128,750
5	$66,196 - $90,510	$90,511 - $120,680	$120,681 - $150,850
6	$77,828 - $103,770	$103,771 - $138,360	$138,361 - $172,950
7	$87,773 - $117,030	$177,031 - $156,040	$156,041 - $195,050
8	$97,718 - $130,290	$130291 - $173,720	$173,721 - $217,150

4.5.7 Determination of Financial Need - CH will assess a household's overall financial situation in determining eligibility for financial assistance and the patient's ability to contribute to their cost of care. Some of the factors used in this determination include:

- Liquid Assets such as cash, bank accounts, investments, insurance proceeds, and CDs will generally be considered as an accessible asset and utilized in a financial assistance determination. This does not apply to The Family Health Center-Concord and The Family Health Center-Hillsboro-Deering due contractual agreements.
- Non-liquid Assets such as IRAs and pensions will generally not be considered as an accessible asset and utilized in a financial assistance determinations. However, other factors such as a the patient's age and income may be used as a basis for including non-liquid assets in a determination.

4.5.8 Payment Plans - If a patient is approved for a partial financial assistance discount, the remaining balance of their accounts may be set up on a payment plan for up to 24 months.

4.5.9 Exceptions - CH reserves the right to grant financial assistance discounts in extraordinary circumstances to patients who do not meet the guidelines stated above. Concord Hospital reserves the right to grant financial assistance to patients for whom completion or submission of a complete financial documentation is a demonstrable hardship.

4.6 Approval and Notifications

4.6.1 Term - For individuals on a fixed income the application will be valid for 12 months from the date of approval. Awards for catastrophic assistance will only be for that healthcare service related to that event and will not automatically apply to future or past services. Applicants may be asked to submit further supporting documentation during that year if family circumstances change in any manner.

4.6.2 Decisions - Every effort will be made to finalize the decision after receipt of a complete application. Decisions will be reviewed and approved by either a Supervisor or a Director. Notification to the patient will be completed in writing.

4.6.3 Appeal - Applicants will have a right to appeal if they do not agree with the determination made by Concord Hospital within 30 days from the denial of their application. The first level of appeal should be made to the Director. If the applicant is still not satisfied with the financial assistance determination a second level of appeal can be initiated with the Chief Financial Officer who will render a final decision.

5. References:

N/A

6. Related Documents:
Collection Policy

7. Authorizing Document:

N/A

8. Associated Committees:

Finance Committee

Exhibit 2

First Amendment

FIRST AMENDMENT TO ASSET PURCHASE AGREEMENT

This FIRST AMENDMENT TO ASSET PURCHASE AGREEMENT (this "***Amendment***") is made and entered into as of November 6, 2020, by and between between Concord Hospital, Inc., a New Hampshire not-for-profit corporation ("***Concord***"), Concord Hospital Laconia, a New Hampshire not-for-profit corporation ("***Concord Laconia***"), Concord Hospital Franklin, a New Hampshire not-for-profit corporation ("***Concord Franklin***"), Capital Region Health Care Development Corporation, a New Hampshire not-for-profit corporation ("***CRDC***"), and Capital Region Health Ventures Corporation, a New Hampshire not-for-profit corporation ("***CRVC***" and, together with Concord, Concord Laconia, Concord Franklin and CRDC, the "***Buyers***"), on the one hand, and LRGHealthcare, a New Hampshire not-for-profit corporation (the "***Seller***" and with the Buyers, the "***Parties***"), on the other

BACKGROUND

WHEREAS, the Parties, have entered into an Asset Purchase Agreement dated October 19, 2020 (the "***Purchase Agreement***"), providing for, among other things, the sale, transfer, conveyance, assignment and delivery by Seller to Buyers of substantially all of the assets of Seller in connection with a proposed sale under Section 363 of Chapter 11 of Title 11 of the United States Bankruptcy Code, on the terms and conditions set forth therein and subject to the approval of the United States Bankruptcy Court for the District of New Hampshire (the "***Bankruptcy Court***"); and

WHEREAS, the Parties desire to modify and amend the Purchase Agreement, as hereinafter set forth in this Amendment.

AGREEMENT

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which.is hereby acknowledged, the Parties hereby covenant and agree as follows:

1. Background. The Background provisions set forth above (including, but not limited to, the defined terms set forth therein) are hereby incorporated by reference in this Amendment and made a part hereof as if set forth in their entirety in this Section 1.

2. Capitalized Terms. Any capitalized terms used in this Amendment without definition shall have the meanings ascribed to those terms in the Purchase Agreement.

3. Amendments to Purchase Agreement. The Purchase Agreement is hereby amended as follows:

a. In paragraph 2.10 of the Purchase Agreement, the following sentence "***Following the Sale Hearing and prior to Closing the Buyers shall have the right, in its sole and absolute discretion, to delete Contracts from Schedule 2.10***" is inserted immediately after the sentence that reads ***"Prior to the Sale Hearing, the Buyers shall have the right, in its sole and absolute discretion, to add and delete Contracts from Schedule 2.10***.". ,

b. In paragraph 5.3(i) of the Purchase Agreement, "***One Million Three Hundred Fifty Thousand Dollars ($1,350,000.00)***" is deleted and replaced by "***One Million One Hundred Thousand Dollars ($1,100,000.00)***".

4. Consent to Amendments to Procedures Order. The Buyers hereby consent to the amendments to the Procedures Order reflected in the *Order (A) (I) Approving Procedures for Selling Substantially All Property of the Debtor's Estate Free and Clear of All Interests, (II) Approving Procedures for Assuming and Assigning Certain Executory Contracts and Unexpired Leases, (III) Authorizing the Debtor to Enter into the Stalking Horse Agreement, (IV) Authorizing the Payment of the Stalking Horse Payment as Administrative Expenses, and (V) Granting Related Relief* entered in the Bankruptcy Case at docket number 152.

5. Correction to Error in Party Names. The Parties have discovered an error in the names of two Parties as stated in the Purchase Agreement. Capital Region Development Corporation should have been Capital Region Health Care Development Corporation and Capital Region Ventures Corporation should have been Capital Region Health Ventures Corporation. The Parties agree that (a) all references in the Purchase Agreement to Capital Region Development Corporation shall be deemed references to Capital Region Health Care Development Corporation and all references to Capital Region Ventures Corporation shall be deemed references to Capital Region Health Ventures Corporation, and (b) execution of the Purchase Agreement by Capital Region Development Corporation shall be deemed execution by Capital Region Health Care Development Corporation and execution of the Purchase Agreement by Capital Region Ventures Corporation shall be deemed execution by Capital Region Health Ventures Corporation.

6. Ratification of Purchase Agreement . Subject to the express modifications and amendments stated in this Amendment, the Purchase Agreement is hereby ratified and confirmed in all respects and remains in full force and effect.

7. Filing of Amendment. The Seller shall cause this Amendment to be filed with the Bankruptcy Court on or before November 3, 2020.

8. Integration. The Purchase Agreement and this Amendment shall be read and construed as a single agreement. All references in the Sales Procedures Order or any related order, pleading or document to the Purchase Agreement shall hereafter refer to the Purchase Agreement as amended by this Amendment.

9. Counterparts. This Amendment may be executed and delivered in one or more counterparts, each of which shall be an original, but all of which together shall constitute one and the same instrument. This Amendment may also be executed and delivered by facsimile or electronic transmission with the same force and effect as if originally executed copies of this Amendment had been delivered by the parties hereto. If this Amendment s executed and delivered in counterparts or by a facsimile, any party may thereafter require that both parties originally execute and deliver a sufficient number of additional copies of this Amendment so that each party may have two fully executed originals of this Amendment.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed by their duly authorized officers as of the date first above written.

LRGHEALTHCARE

By: _____
Kevin Donovan
Its Chief Executive Officer

CONCORD HOSPITAL, INC.

By: _____
Robert P. Steigmeyer,
Its President & Chief Executive Officer

CONCORD HOSPITAL-LACONIA

By: _____
Robert P. Steigmeyer,
Its President & Chief Executive Officer

CONCORD HOSPITAL-FRANKLIN

By: _____
Robert P. Steigmeyer
Its President & Chief Executive Officer

CAPITAL REGION HEALTH CARE DEVELOPMENT CORPORATION

By: _____
Robert P. Steigmeyer
Its President & Chief Executive Officer

CAPITAL REGION HEALTH VENTURES Corporation

By: _____
Robert P. Steigmeyer
Its President & Chief Executive Officer

Exhibit 3

Assigned Contracts

Description of Assigned Contract	Assignee	Liquidated Cure Amount (If Applicable)	Maximum Unliquidated Cure Amount (If Applicable)
New Hampshire Hospital Mutual Aid Network Memorandum of Understanding between hospitals listed on page 1 of Agreement and LRGHealthcare –Franklin Regional Hospital, dated June 2, 2010.	Concord Hospital-Franklin	$0.00	N/A
New Hampshire Hospital Mutual Aid Network Memorandum of Understanding between hospitals listed on page 1 of Agreement and LRGHealthcare – Lakes Region General Hospital, dated June 2, 2010.	Concord Hospital-Laconia	$0.00	N/A
Contingency and Disaster Relief Plan between Pepsi Beverages Company and LRG Healthcare, dated April 24, 2018.	Concord Hospital-Laconia	$0.00	N/A
Proposal for 2018-2022 GMP Sampling and Reporting LRGH Maintenance Facility, 57 Highland Street, Laconia, NH between Stantec and LRGHealthcare, dated June 6, 2018.	Concord Hospital-Laconia	$0.00	N/A

Description of Assigned Contract	Assignee	Liquidated Cure Amount (If Applicable)	Maximum Unliquidated Cure Amount (If Applicable)
Agreement between LRGHealthcare dba Franklin Regional Hospital ("LRGH") and Mary Hitchcock Hospital on behalf of its Dartmouth-Hitchcock Advanced Response Team, known as DHART ("MHMH"), dated November 1, 2014.	Concord Hospital-Franklin	$0.00	N/A
Agreement between LRGHealthcare dba Lakes Region General Hospital ("LRGH") and Mary Hitchcock Hospital on behalf of its Dartmouth-Hitchcock Advanced Response Team, known as DHART ("MHMH"), dated November 1, 2014.	Concord Hospital-Laconia	$0.00	N/A
Memorandum of Understanding between Franklin Regional Hospital ("Donor Hospital") and New England Organ Bank ("NEOB"), dated February 1, 2010.	Concord Hospital-Franklin	$0.00	N/A
Memorandum of Understanding between Lakes Region General Hospital ("Donor Hospital") and New England Organ Bank	Concord Hospital-Laconia	$0.00	N/A

Description of Assigned Contract	Assignee	Liquidated Cure Amount (If Applicable)	Maximum Unliquidated Cure Amount (If Applicable)
("NEOB"), dated February 1, 2010.			
LRGHealthcare Medical Resource Hospital Affiliation Agreement between LRGHealthcare (Lakes Region General Hospital & Franklin Regional Hospital) ("Hospital") and LRGHealthcare Emergency Medical Services ("Unit"), dated November 1, 2011.	Concord Hospital-Laconia and Concord Hospital-Franklin	$0.00	N/A
Lease between LRGHealthcare (Lessor) and Pain Solutions, PLLC (Lessee), dated October 1, 2012.	Capital Region Health Care Development Corporation	$0.00	N/A
Lease between LRGHealthcare (Lessor) and Ronald H. Witkin (Lessee), dated May 2, 2011.	Capital Region Health Care Development Corporation	$0.00	N/A
Lease Agreement between LRGHealthcare (Lessor) and Hillside ASC, LLC (Lessee), dated October 1, 2009.	Capital Region Health Care Development Corporation	$0.00	N/A
Lease between LRGHealthcare (Lessor) and Concord Hospital, Inc. (Lessee), dated May 1, 2009, as amended by Amendment dated July 1, 2009,	Capital Region Health Care Development Corporation	$0.00	N/A

Description of Assigned Contract	Assignee	Liquidated Cure Amount (If Applicable)	Maximum Unliquidated Cure Amount (If Applicable)
as extended by Letter dated February 12, 2016, as amended by Amendment dated May 1, 2019 as amended by Amendment dated May 1, 2020			
Lease between LRGHealthcare (Lessor) and Concord Hospital, Inc. (Lessee), dated May 1, 2009, as amended by Amendment dated July 1, 2009, as extended by Letter dated February 12, 2016, as amended by Amendment dated May 1, 2019 as amended by Amendment dated May 1, 2020	Capital Region Health Care Development Corporation	$0.00	N/A
Building and Rooftop Lease Agreement between Lakes Region Hospital Association (Lessor) and Cellco Partnership dba Verizon Wireless (Lessee), dated 12/28/01, as amended by First Amendment dated 11/30/11, as amended by Second Amendment dated 11/25/14, as amended by Third Amendment dated 5/22/15; Non-Disturbance Agreement between Cellco Partnership dba Verizon Wireless (Lessee) and	Concord Hospital-Laconia	$0.00	N/A

Description of Assigned Contract	Assignee	Liquidated Cure Amount (If Applicable)	Maximum Unliquidated Cure Amount (If Applicable)
Lakes Region Hospital Association (Lessor), dated 12/28/01			
Shared Space Agreement between LRGH (Licensor) and Concord Hospital (Licensee) dated 10/01/19 (Parties do not intend this document to be a lease); First Amendment dated 3/5/20	Concord Hospital-Laconia	$0.00	N/A
Memorandum of Understanding between Riverbend Community Mental Health, Inc. and LRGHealthcare dated 01/01/18	Concord Hospital-Laconia and Concord Hospital-Franklin	$0.00	N/A
Hospital Services Agreement, between Aetna Health Management, LLC and LRGHealthcare d/b/a Lakes Region General Hospital, effective October 1, 2003.	Concord Hospital-Laconia	$0.00	N/A
Provider Group Agreement, between Aetna Health Management, Inc. and LRGHealthcare d/b/a LRGH Professional Billing Services, effective 11/5/03.	Concord Hospital-Laconia and Concord Hospital-Franklin	$0.00	N/A

Description of Assigned Contract	Assignee	Liquidated Cure Amount (If Applicable)	Maximum Unliquidated Cure Amount (If Applicable)
Facility Agreement, between Anthem Health Plans of NH, Inc. dba Anthem Blue Cross and Blue Shield and Matthew Thornton Health Plan, Inc. and LRGHealthcare, dated 10/1/12, as amended 1/1/14, as amended 6/1/15, as amended 10/1/15, as amended 1/1/16, as amended 1/1/16, as amended 5/1/17, as amended 10/1/18, as amended 11.18.19, as amended 9.17.20, as amended 10.1.20	Concord Hospital-Laconia and Concord Hospital-Franklin	N/A	The amount that the non-debtor counterparties to this contract or lease assert is the correct cure amount in the *Limited Objection of Anthem Health Plans of New Hampshire, Inc. and Matthew Thornton Health Plan, Inc. to Debtor's Motion for Order Approving Sale of Debtor's Estate and to First Notice of Possible Assumption and Cure Amount with Respect to Executory Contracts or Unexpired Leases Potentially to Be Assumed and Assigned in Connection with Sale of Debtor's Assets* [ECF No. 325]
Provider Agreement between LRGH and Anthem Health Plans of NH, Inc. dba Anthem Blue Cross and Blue Shield, Matthew Thornton Health Plan, Inc., and Health Initiatives, Inc. dba Matthew Thornton Benefits Administrators, dated 1/1/06, as amended 7/1/08, as amended 7/1/09, as amended 6/1/13, as amended 9/1/14, as amended 1/1/15, as amended 1/1/15, as	Concord Hospital-Laconia and Concord Hospital-Franklin	N/A	The amount that the non-debtor counterparties to this contract or lease assert is the correct cure amount in the *Limited Objection of Anthem Health Plans of New Hampshire, Inc. and Matthew Thornton Health Plan, Inc. to Debtor's Motion for Order Approving Sale of Debtor's Estate and to First Notice of Possible Assumption and Cure Amount with Respect*

Description of Assigned Contract	Assignee	Liquidated Cure Amount (If Applicable)	Maximum Unliquidated Cure Amount (If Applicable)
amended 1/1/16, as amended 10.1.20			*to Executory Contracts or Unexpired Leases Potentially to Be Assumed and Assigned in Connection with Sale of Debtor's Assets* [ECF No. 325]
Provider Agreement between Anthem Health Plans of NH, Inc. dba Anthem Blue Cross and Blue Shield and Matthew Thornton Health Plan, Inc. and LRGHealthcare, dated 1/1/16, as amended 4/1/16, as amended 10/1/18, as amended 4/1/19.	Concord Hospital-Laconia and Concord Hospital-Franklin	N/A	The amount that the non-debtor counterparty to this contract or lease asserts is the correct cure amount in the *Limited Objection of Anthem Health Plans of New Hampshire, Inc. and Matthew Thornton Health Plan, Inc. to Debtor's Motion for Order Approving Sale of Debtor's Estate and to First Notice of Possible Assumption and Cure Amount with Respect to Executory Contracts or Unexpired Leases Potentially to Be Assumed and Assigned in Connection with Sale of Debtor's Assets* [ECF No. 325]
Provider Agreement between Anthem Health Plans of NH, Inc. dba Anthem Blue Cross and Blue Shield and Matthew Thornton Health Plan, Inc. and Lakes Region Anesthesiology, P.A. (LRAPA), effective	Concord Hospital-Laconia and Concord Hospital-Franklin	N/A	The amount that the non-debtor counterparty to this contract or lease asserts is the correct cure amount in the *Limited Objection of Anthem Health Plans of New Hampshire, Inc. and Matthew Thornton Health*

Description of Assigned Contract	Assignee	Liquidated Cure Amount (If Applicable)	Maximum Unliquidated Cure Amount (If Applicable)
7/1/14, as amended 1/1/15, as amended 7/1/17, as amended 10.1.20			*Plan, Inc. to Debtor's Motion for Order Approving Sale of Debtor's Estate and to First Notice of Possible Assumption and Cure Amount with Respect to Executory Contracts or Unexpired Leases Potentially to Be Assumed and Assigned in Connection with Sale of Debtor's Assets* [ECF No. 325]
Hospital Services Agreement, as amended, between Cigna Health and Life Insurance Company and LRGHealthcare, d/b/a Lakes Region General Hospital and Franklin Regional Hospital, effective October 1, 2009	Concord Hospital-Laconia and Concord Hospital-Franklin	N/A	The amount that the non-debtor counterparty to this contract or lease asserts is the correct cure amount in the *Objection of CIGNA to First Notice of Possible Assumption and Cure Amount with Respect to Executory Contracts or Unexpired Leases Potentially to Be Assumed and Assigned in Connection with Sale of Debtor's Assets* [ECF No. 310]
Provider Group Services Agreement, as amended, between Cigna Health and Life Insurance Company and LRGHealthcare, effective October 1, 2009	Concord Hospital-Laconia and Concord Hospital-Franklin	N/A	The amount that the non-debtor counterparty to this contract or lease asserts is the correct cure amount in the *Objection of CIGNA to First Notice of Possible Assumption and Cure Amount with Respect to*

Description of Assigned Contract	Assignee	Liquidated Cure Amount (If Applicable)	Maximum Unliquidated Cure Amount (If Applicable)
			Executory Contracts or Unexpired Leases Potentially to Be Assumed and Assigned in Connection with Sale of Debtor's Assets [ECF No. 310]
Medical Services Agreement between Harvard Pilgrim Health Care of New England, Inc. and LRGHealthcare dba Lakes Region General Hospital and Franklin Regional Hospital, Laconia Clinic Ambulatory Surgical Center and Hillside ASC, LLC dba LRGHealthcare Ambulatory Surgical Center at Hillside Medical Park, effective 12/1/17, letter agreement extending term dated 10.29.19, letter agreement extending term dated 12.16.18, amendment 1 dated 3.01.20	Concord Hospital-Laconia and Concord Hospital-Franklin	$0.00	N/A
Participating Group Provider Agreement between Harvard Pilgrim Health Care of New England, Inc. and LRGHealthcare, effective 12/1/05, as amended 8/22/08, as amended 11/1/08, as amended	Concord Hospital-Laconia and Concord Hospital-Franklin	$0.00	N/A

Description of Assigned Contract	Assignee	Liquidated Cure Amount (If Applicable)	Maximum Unliquidated Cure Amount (If Applicable)
6/1/09, as amended 4/1/13, as amended 3/1/15.			
Participating Provider Agreement between Harvard Pilgrim Health Care of New England, Inc. and LRGHealthcare dba Convenience Care, effective 12/1/12.	Concord Hospital-Laconia and Concord Hospital-Franklin	$0.00	N/A
Facility Provider Agreement between Health Net Federal Services, LLC and LRGHealthcare, Inc. dba Lakes Region General Hospital and Franklin Regional Hospital, effective 11/1/08, as amended by Amendment effective 11/1/08, as amended 2/7/09, as amended 1/1/14.	Concord Hospital-Laconia and Concord Hospital-Franklin	$0.00	N/A
Professional Provider Agreement between Health Net Federal Services, LLC and LRGHealthcare, Inc. dated 10/1/08.	Concord Hospital-Laconia and Concord Hospital-Franklin	$0.00	N/A
Hospital Participation Agreement between Lakes Regional General Healthcare and Humana Insurance	Concord Hospital-Laconia and Concord Hospital-Franklin	N/A	The amount that the non-debtor counterparties to this contract or lease assert is the correct cure amount in the *Limited*

Description of Assigned Contract	Assignee	Liquidated Cure Amount (If Applicable)	Maximum Unliquidated Cure Amount (If Applicable)
Company and Humana Health Plan, Inc., dated 2/28/18.			*Objection with Reservation of Rights of Humana to Debtor's Second Notice of Possible Assumption and Cure Amount with Respect to Executory Contracts or Unexpired Leases Potentially to Be Assumed and Assigned in Connection with Sale of Debtor's Assets* [ECF No. 309]
Physician Participation Agreement between Lakes Region General Hospital and Humana Insurance Company and Humana Health Plan, Inc., effective //.	Concord Hospital-Laconia and Concord Hospital-Franklin	N/A	The amount that the non-debtor counterparties to this contract or lease assert is the correct cure amount in the *Limited Objection with Reservation of Rights of Humana to Debtor's Second Notice of Possible Assumption and Cure Amount with Respect to Executory Contracts or Unexpired Leases Potentially to Be Assumed and Assigned in Connection with Sale of Debtor's Assets* [ECF No. 309]
Maine Medicaid Provider Agreement between the State of Maine Department of Health and Human Services and Lakes	Concord Hospital-Laconia	$0.00	N/A

Description of Assigned Contract	Assignee	Liquidated Cure Amount (If Applicable)	Maximum Unliquidated Cure Amount (If Applicable)
Region General Healthcare fully-executed 01/14/09.			
Maine Medicaid Provider Agreement between the State of Maine Department of Health and Human Services and Franklin Regional Hospital fully-executed 01/14/09.	Concord Hospital-Franklin	$0.00	N/A
Hospital Services Agreement between Maine Community Health Options and LRGHealthcare commencing 01/01/15 .	Concord Hospital-Laconia and Concord Hospital-Franklin	$0.00	N/A
Hospital Service Agreement between Martin's Point Health Care, Inc. and LRGHealthcare dated 09/15/05, Amended 03/01/09	Concord Hospital-Laconia and Concord Hospital-Franklin	$0.00	N/A
Physician Agreement between Martin's Point Health Care, Inc. and LRGHealthcare, on behalf of its employed primary care and specialist physicians dated 11/10/05.	Concord Hospital-Laconia and Concord Hospital-Franklin	$0.00	N/A
Hospital Service Agreement between Martin's Point Generations Advantage, Inc.	Concord Hospital-Laconia and Concord Hospital-Franklin	$0.00	N/A

Description of Assigned Contract	Assignee	Liquidated Cure Amount (If Applicable)	Maximum Unliquidated Cure Amount (If Applicable)
and LRGHealthcare dated 01/29/18.			
MPI Participating Health System Agreement between MultiPlan, Inc. and LRG Healthcare dated 12/01/09, updated 07/11/14, amended 10/01/15.	Concord Hospital-Laconia and Concord Hospital-Franklin	$0.00	N/A
MPI Participating Facility Agreement between MultiPlan, Inc. and LRG Healthcare Ambulatory Surgical Center at Hillside Medical Park dated 10/01/09, amended 07/01/18	Capital Region Health Ventures Corpoation	$0.00	N/A
Hospital Provider Agreement between LRGHealthcare and Granite State Health Plan, Inc. dated 12/01/13, first amended 09/01/14, third amended 12/01/14, fifth amended 01/01/16, seventh amended 01/01/17, eighth amended 01/10/18, ninth amended 01/01/18, tenth amended 01/01/19, eleventh amended 09/01/19.	Concord Hospital-Laconia and Concord Hospital-Franklin	$0	N/A
Reimbursement Discount Agreement between the New	Concord Hospital-Laconia and	$0.00	N/A

Description of Assigned Contract	Assignee	Liquidated Cure Amount (If Applicable)	Maximum Unliquidated Cure Amount (If Applicable)
Hampshire Individual Health Plan Benefit Association and LRGHealthcare dated 06/31/10, replaced effective 01/01/13.	Concord Hospital-Franklin		
PHCS Participating Professional Group Agreement between Private Healthcare Systems, Inc. and LRG Healthcare (FRH Professional Billing Services) dated 03/21/03.	Concord Hospital-Laconia and Concord Hospital-Franklin	$0.00	N/A
PHCS participating Professional Group Agreement between Private Healthcare Systems, Inc. and LRG Healthcare (Lakes Region Professional Billing Services) dated 03/21/03	Concord Hospital-Laconia and Concord Hospital-Franklin	$0.00	N/A
Facility Participation Agreement between United HealthCare Insurance Company and LRGHealthcare dated 12/01/04, amended 04/01/17, amended 06/26/19, with 4 payment appendices added effective 06/26/19.	Concord Hospital-Laconia and Concord Hospital-Franklin	N/A	The amount that the non-debtor counterparty to this contract or lease asserts is the correct cure amount in the *Limited Objection of UnitedHealthcare Insurance Company to Debtor's Motion for Order Approving Sale of Debtor's Estate and Fifth Notice of Possible Assumption and Cure*

Description of Assigned Contract	Assignee	Liquidated Cure Amount (If Applicable)	Maximum Unliquidated Cure Amount (If Applicable)
			Amount with Respect to Executory Contracts or Unexpired Leases Potentially to Be Assumed and Assigned in Connection with Sale of Debtor's Assets [ECF No. 323]
Medical Group Participation Agreement between United HealthCare Insurance Company and LRGHealthcare dated 07/01/05, amended 03/15/11	Concord Hospital-Laconia and Concord Hospital-Franklin	N/A	The amount that the non-debtor counterparty to this contract or lease asserts is the correct cure amount in the *Limited Objection of UnitedHealthcare Insurance Company to Debtor's Motion for Order Approving Sale of Debtor's Estate and Fifth Notice of Possible Assumption and Cure Amount with Respect to Executory Contracts or Unexpired Leases Potentially to Be Assumed and Assigned in Connection with Sale of Debtor's Assets* [ECF No. 323]

Provider (Practitioner and Facility) Agreement between Boston Medical Center Health Plan, Inc.; Well Sense Health Plan; N.H. Medicaid Care Management Program and LRGHealthcare eff'ye 12/01/15, amended 12/01/16, amended 12/01/17, amended 12/01/18, amended 01/01/19, amended 09/01/19, amended 12/01/19, amended 01/01/20, amended 03/01/20, amended 04/01/20	Concord Hospital-Laconia and Concord Hospital-Franklin	$0.00	N/A
Administration Agreement, as amended, between Life Insurance Company of North America and LRGHealthcare concerning Basic/Voluntary Group Life Insurance Policy (FLX 964985) and Group Long-Term Disability Insurance Policy (LK 963469), effective July 1, 2020	Concord Hospital-Laconia and Concord Hospital-Franklin	N/A	The amount that the non-debtor counterparty to this contract or lease asserts is the correct cure amount in the *Objection of CIGNA to First Notice of Possible Assumption and Cure Amount with Respect to Executory Contracts or Unexpired Leases Potentially to Be Assumed and Assigned in Connection with Sale of Debtor's Assets* [ECF No. 310]
Contract Amendment 2020-1 to Management System Certification/Accreditation Agreement between LRGHealthcare d/b/a Lakes	Concord Hospital-Laconia and Concord Hospital-Franklin	$0.00 (originally was $43,500; however, this cure amount was paid in the ordinary course of the Debtor's business via check on November 17, 2020)	N/A

Region General Hospital, and DNV GL Healthcare USA, Inc. dated August 27, 2020			
Shared Space Agreement between LRGH (Licensor) and Concord Hospital (Licensee) dated 12/01/19; First Amendment dated June 8, 2020 (per schedules attached to Amendment)	Concord Hospital-Laconia	$0.00	N/A
Letter Agreement for Blood Bank Testing between LRGHealthcare and Concord Hospital, dated 10/28/16	Concord Hospital-Laconia	$0.00	N/A
Enhanced Personal Health Care Essentials Program Participation Attachment (for Primary Care) to the Anthem Provider Agreement dated August 29, 2018 between LRGH and Anthem	Concord Hospital-Laconia and Concord Hospital-Franklin	N/A	The amount that the non-debtor counterparty to this contract or lease asserts is the correct cure amount in the *Limited Objection of Anthem Health Plans of New Hampshire, Inc. and Matthew Thornton Health Plan, Inc. to Debtor's Motion for Order Approving Sale of Debtor's Estate and to First Notice of Possible Assumption and Cure Amount with Respect to Executory Contracts or Unexpired Leases Potentially to Be Assumed and Assigned in Connection with Sale of Debtor's Assets* [ECF No. 325]

Agreement for Participation in Blue Distinction Centers for Bariatric Surgery between Anthem Blue Cross Blue Shield and Lakes Region General Hospital, fully executed 8/27/20, effective 1/1/21	Concord Hospital-Laconia	N/A	The amount that the non-debtor counterparty to this contract or lease asserts is the correct cure amount in the *Limited Objection of Anthem Health Plans of New Hampshire, Inc. and Matthew Thornton Health Plan, Inc. to Debtor's Motion for Order Approving Sale of Debtor's Estate and to First Notice of Possible Assumption and Cure Amount with Respect to Executory Contracts or Unexpired Leases Potentially to Be Assumed and Assigned in Connection with Sale of Debtor's Assets* [ECF No. 325]
Third Amended and Restated Limited Liability Company Agreement of Hillside ASC, LLC, as amended, including by the First Amendment to the Third Amended and Restated Limited Liability Company Agreement of Hillside ASC, LLC[1]	Capital Region Health Ventures Corporation	$0.00	N/A

[1] The inclusion of the Third Amended and Restated Limited Liability Company Agreement of Hillside ASC, LLC, as amended, including by the First Amendment to the Third Amended and Restated Limited Liability Company Agreement of Hillside ASC, LLC, in this exhibit is not, and neither may nor should be construed as, an admission, finding, or conclusion that the LLC Agreement is or is not an executory contract, as Section 365 of the Bankruptcy Coded uses the term "executory contract."

Institutional Services Agreement New Hampshire, as amended, between Cigna Behavioral Health, Inc. and LRGHealthcare, d/b/a Lakes Region General Hospital, effective October 18, 2006	Concord Hospital-Laconia and Concord Hospital-Franklin	N/A	The amount that the non-debtor counterparty to this contract or lease asserts is the correct cure amount in the *Objection of CIGNA to First Notice of Possible Assumption and Cure Amount with Respect to Executory Contracts or Unexpired Leases Potentially to Be Assumed and Assigned in Connection with Sale of Debtor's Assets* [ECF No. 310]
Basic/Voluntary Group Life Insurance Policy (FLX 964985), as amended, between Life Insurance Company of North America and the Trustee of the Group Insurance Trust for Employers in the Services Industry (Subscriber LRGHealthcare), effective January 1, 2013	Concord Hospital-Laconia and Concord Hospital-Franklin	N/A	The amount that the non-debtor counterparty to this contract or lease asserts is the correct cure amount in the *Objection of CIGNA to First Notice of Possible Assumption and Cure Amount with Respect to Executory Contracts or Unexpired Leases Potentially to Be Assumed and Assigned in Connection with Sale of Debtor's Assets* [ECF No. 310]
Group Long-Term Disability Insurance Policy (LK 963469), as amended, between Life Insurance Company of North America and LRGHealthcare effective January 1, 2013	Concord Hospital-Laconia and Concord Hospital-Franklin	N/A	The amount that the non-debtor counterparty to this contract or lease asserts is the correct cure amount in the *Objection of CIGNA to First Notice of Possible Assumption and Cure Amount with Respect to*

			Executory Contracts or Unexpired Leases Potentially to Be Assumed and Assigned in Connection with Sale of Debtor's Assets [ECF No. 310]
Administrative Services Agreement (SHD 962162), as amended, between Life Insurance Company of North America and LRGHealthcare, effective January 1, 2013	Concord Hospital-Laconia and Concord Hospital-Franklin		The amount that the non-debtor counterparty to this contract or lease asserts is the correct cure amount in the *Objection of CIGNA to First Notice of Possible Assumption and Cure Amount with Respect to Executory Contracts or Unexpired Leases Potentially to Be Assumed and Assigned in Connection with Sale of Debtor's Assets* [ECF No. 310]