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**UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF ARIZONA**

In re:
REGIONAL CARE SERVICES CORP.,
Debtor.

Chapter 11 Proceedings

No. 4:14-bk-01383-EWH

In re:
CASA GRANDE COMMUNITY HOSPITAL
D/B/A CASA GRANDE REGIONAL
MEDICAL CENTER,
Debtor.

No. 4:14-bk-01384-BMW

In re:
REGIONAL CARE PHYSICIAN'S GROUP,
INC.,
Debtor.

No. 4:14-bk-01385-EWH

In re:
CASA GRANDE REGIONAL RETIREMENT
COMMUNITY,
Debtor.

No. 4:14-bk-01386-EWH

**DISCLOSURE STATEMENT FOR
DEBTORS' JOINT CHAPTER 11 PLAN OF REORGANIZATION**

Dated: February 5, 2014

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I. INTRODUCTION

A. Overview

1. The Purpose of the Disclosure Statement

Regional Care Services Corp., Casa Grande Community Hospital d/b/a Casa Grande Regional Medical Center, Regional Care Physician's Group, Inc., and Casa Grande Regional Retirement Community (collectively, the "Debtors") hereby submit this disclosure statement (the "Disclosure Statement") pursuant to 11 U.S.C. § 1125.

The purpose of this Disclosure Statement is to provide Creditors and interested parties in this proceeding with such information as is sufficient to allow Creditors and interested parties to make an informed decision regarding the Debtors' Joint Chapter 11 Plan of Reorganization, attached hereto as Exhibit A (the "Plan"). The Disclosure Statement describes the Plan and explains the Debtors' pre-bankruptcy operations; debt obligations; financial history; and events leading up to the commencement of their chapter 11 cases (the "Chapter 11 Cases" or "Cases").

2. Proposed Sale Transaction Under the Plan

The Debtors filed these Cases to effectuate a sale of substantially all of their assets to Banner Health ("Banner"). Assets will be transferred to Banner in exchange for up to \$87 million in cash (subject to adjustments) and forgiveness of loans that Banner extended to maintain hospital operations. Cash proceeds received upon the Sale Closing (the "Sale Proceeds") will pay the Debtors' \$64.5 million bond indebtedness in full in exchange for a waiver of a \$1.4 million prepayment fee (the "Bond Redemption Premium"). Remaining Sales Proceeds will be placed in a trust for the benefit of Creditors (the "Creditor Trust"). Administrative expenses, priority claims, and secured claims will be paid in full from the Creditor Trust. Remaining funds will be distributed to general unsecured creditors. The Debtors project there will be sufficient funds to pay all creditors in full upon closing of the Sale; any surplus would be returned to Banner. Following final distributions, the Debtors' Estates will be wound down.

With the Sale, and by bringing the Hospital the Debtors own and operate under the Banner umbrella, the Debtors expect to be able to (1) ensure continued availability of outstanding medical care to the Casa Grande community, (2) preserve jobs for the Debtors' approximately

1 800 employees, and (3) generate cash in an amount that, by current projections, should be
2 sufficient to pay Creditors in full or close to full.

3 The Sale is proposed in response to significant financial challenges facing this and other
4 hospitals, and comes after a considerable effort in searching for purchasers or strategic partners
5 conducted for the benefit of Creditors and the community the Debtors serve.

6 **3. Brief Explanation of Chapter 11**

7 Debtors filed a petition for Chapter 11 relief on February 4, 2014 (the "Petition Date"). In
8 Chapter 11, a debtor may reorganize its business or liquidate its assets under the protection of the
9 Bankruptcy Court. To facilitate this process, all efforts to collect prepetition claims from a debtor
10 and any secured creditor's attempt to foreclose on or seize property of the debtor are stayed during
11 the pendency of the proceeding. A debtor in Chapter 11 is authorized to maintain possession of
12 its assets as a "debtor-in-possession" and operate its business in the ordinary course. Among
13 powers that a debtor-in-possession may exercise subject to Bankruptcy Court approval, a debtor
14 may sell assets free and clear of liens, it may borrow money on terms approved by Bankruptcy
15 Court, and it may assume or reject leases and executory contracts.

16 **B. Disclaimers and Limitations**

17 The information contained in this Disclosure Statement is included for purposes of
18 soliciting acceptances of, and obtaining confirmation of, the Plan and may not be relied upon for
19 any other purpose.

20 Creditors should note that amendments beneficial to one or more classes of claims without
21 further impairment of other classes may be made to the Plan prior to confirmation. Amendments
22 of that nature may be approved by the Bankruptcy Court at the confirmation hearing without re-
23 solicitation of Creditors and equity interest holders.

24 The descriptions of the Plan contained in this Disclosure Statement are summaries and are
25 qualified in their entirety by reference to the Plan. Each Creditor is encouraged to analyze the
26 terms of the Plan carefully.

27 The statements contained in this Disclosure Statement are believed to be accurate as of the
28 date of its filing unless another time is specified in the Disclosure Statement. They should not be

1 construed as implying that there has been no change in the facts set forth since the date the
2 Disclosure Statement was prepared and the materials relied upon in preparation of the Disclosure
3 Statement were compiled. Counsel for the Debtors makes no representation as to the accuracy of
4 the information contained in this Disclosure Statement.

5 This Disclosure Statement has been neither approved nor disapproved by the Securities
6 and Exchange Commission or any state securities regulator, and neither the SEC nor any state
7 securities regulator has passed upon the accuracy or adequacy of the statements contained in this
8 Disclosure Statement.

9 **C. Definitions**

10 **1. Defined Terms In the Plan**

11 Various terms are defined in Article II of the Plan. These defined terms are also used in
12 the Disclosure Statement and have the same meaning in this Disclosure Statement as set forth in
13 the Plan.

14 **2. Other Terms**

15 The words “herein,” “hereof,” “hereto,” “hereunder,” and others of similar inference refer
16 to the Disclosure Statement as a whole and not to any particular section, subsection, or clauses
17 contained in the Disclosure Statement unless otherwise specified herein. A term used herein or
18 elsewhere in the Disclosure Statement that is not defined herein or in the Plan shall have the
19 meaning ascribed to that term, if any, in the Bankruptcy Code or the Bankruptcy Rules. The
20 headings in the Plan are only for convenience of reference and shall not limit or otherwise affect
21 the provisions of the Plan.

22 **3. Exhibits**

23 All exhibits to the Plan and Disclosure Statement are incorporated into and are a part of
24 the Plan and Disclosure Statement as if set forth in full herein.

D. Classification and Treatment of Claims

Class	Status	Treatment Under Plan	Estimated Distribution
Class 1 (Bondholder Claims)	Impaired	Bondholder Claims will be allowed in the amount of \$63,785,000 plus accrued interest, fees and expenses. After application of reserves, Bondholder Claims will be paid in full in Cash at Sale Closing or as soon as reasonably practicable thereafter. In exchange, the Bond Redemption Premium will be waived.	100%
Class 2 (Banner Assumed Liabilities)	Unimpaired	The rights of the holders of Class 2 Claims shall not be affected by the Plan or Confirmation Order. Banner has agreed to assume the liabilities pursuant to the APA.	100%
Class 3A (Secured Claim of Cardinal Health)	Impaired	The Allowed Class 3A Secured Claim shall be paid in full on the Initial Distribution Date.	100%
Class 3B (Secured Claim of Wells Fargo Bank, N.A.)	Impaired	The Allowed Class 3B Secured Claim shall be paid in full on the Initial Distribution Date.	100%
Class 3C (Secured Claim of Siemens Financial Services, Inc.)	Impaired	The Allowed Class 3C Secured Claim shall be paid in full on the Initial Distribution Date.	100%
Class 3D (Secured Claim of Med One Capital Funding)	Impaired	The Allowed Class 3D Secured Claim shall be paid in full on the Initial Distribution Date.	100%
Class 3E (Secured Claim of Shared Imaging, LLC)	Impaired	The Allowed Class 3E Secured Claim shall be paid in full on the Initial Distribution Date.	100%
Class 3F (Secured Claim of Baxter Healthcare Corp.)	Impaired	The Allowed Class 3F Secured Claim shall be paid in full on the Initial Distribution Date.	100%

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Class	Status	Treatment Under Plan	Estimated Distribution
Class 3G (Secured Claim of First Financial Prime Alliance)	Impaired	The Allowed Class 3G Secured Claim shall be paid in full on the Initial Distribution Date.	100%
Class 3H (Morgan Stanley Secured Claim (defined below))	Impaired	The Allowed Class 3H Secured Claim shall receive the collateral securing the claim, <i>i.e.</i> , the Morgan Stanley Collateral (defined below) on the Effective Date.	100%
Class 3I (Secured Claim of Sunstate Bank-Pavilion)	Impaired	The Allowed Class 3I Secured Claim shall be paid in full on the Initial Distribution Date.	100%
Class 3J (Secured Claim of Sunstate Bank – Urgent Care Center)	Impaired	The Allowed Class 3J Secured Claim shall be paid in full on the Initial Distribution Date.	100%
Class 4A (General Unsecured Claims against CGRMC and CGRRC)	Impaired	Commencing on the Initial Distribution date, Holders of Allowed Claims in Classes 4A, 4B and 4C will receive a <i>pro rata</i> distribution of funds available for distribution from the Creditor Trust after (a) the Reserves, (b) payment of Administrative Expenses, Priority Claims, and Tax Claims not otherwise contained in the Reserve, and (c) payment on account of Allowed Class 1 and Allowed Class 3 Claims.	100%
Class 4B (General Unsecured Claims against RCSC)	Impaired	See Treatment of Class 4A above.	100%
Class 4C (General Unsecured Claims against RCPG)	Impaired	See Treatment of Class 4A above.	100%
Class 5 (Membership Interests)	Impaired	Class 5 Membership Interests shall be cancelled and shall not receive anything under the Plan.	0%

The estimated Distributions set forth above are based upon the Debtors' estimates of the Allowed Claims in each class. There is no guaranty that each Class will receive the distribution estimate above.

E. Parties Entitled to Vote on the Plan

Under the provisions of the Bankruptcy Code, not all parties in interest are entitled to vote on the Chapter 11 Plan. Creditors whose Claims are not impaired by the Plan are deemed to accept the Plan under Bankruptcy Code § 1126(f) and are not entitled to vote. Further, a Holder of Claim or Interest that does not receive or retain any property under the Plan on account of such Claims or Interests is deemed to reject the Plan under Bankruptcy Code § 1126(g). Accordingly, Classes 1, 3 and 4 are entitled to vote on the Plan. Class 2 (Banner Assumed Liabilities) is deemed to accept the Plan. Class 5 is deemed to reject the Plan.

F. Voting Procedures, Confirmation Hearing, and Cramdown

1. Classified Claims and Interests

After approval of the Disclosure Statement by the Bankruptcy Court, certain Creditors will have an opportunity to vote on the Plan. Voting will be by class as set forth in the Plan and described later in this Disclosure Statement. For classes containing more than one Claim or Interest, a class is deemed to have accepted the Plan if at least one-half of the Creditors in number holding at least two-thirds of the aggregate amount of Claims voting elect to accept the Plan.

If you are entitled to vote to accept or reject the Plan, a Ballot is enclosed for the purpose of voting on the Plan. After carefully reviewing the Plan, this Disclosure Statement, and the detailed instructions accompanying your Ballot, please indicate your acceptance or rejection of the Plan by voting in favor of or against the Plan. **For your vote to be counted, you must complete and sign your original Ballot and return it by 5:00 p.m. on _____, 2014, which is the last date set by the Court to vote on the Plan.**

2. Confirmation Hearing

The Bankruptcy Court has set a hearing on Confirmation of the Plan and to consider objections to Confirmation, if any, for _____, 2014 at ____:____.m. The Confirmation hearing will be held in Courtroom _____, Tucson, Arizona. At the hearing, the

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Bankruptcy Court will consider whether the Plan satisfies the requirements of the Bankruptcy Code.

3. Cramdown

If any class of Claims or Interests fails to accept the Plan, the Bankruptcy Court may confirm the Plan in accordance with Bankruptcy Code § 1129(b) on the basis that the Plan is fair and equitable and does not discriminate unfairly with respect to any nonaccepting, impaired Class. Because Classes 4 Equity Interests are deemed to reject the Plan under Bankruptcy Code § 1126(f), the Debtors are seeking confirmation of the Plan pursuant to Bankruptcy Code § 1129(b).

G. Effect of Confirmation of the Plan

Confirmation of the Plan makes the Plan and its provisions binding on the Debtors, all Creditors, and other parties in interest, regardless of whether they have accepted or rejected the Plan. As a result, Creditors may receive payment on their claims only in accordance with the Plan. If confirmed, the estimated Effective Date of the Plan will be 15 days after the Bankruptcy Court enters the Confirmation Order, unless such order is the subject of a stay by the Bankruptcy Court.

H. Approval of the Disclosure Statement

A decision by the Bankruptcy Court to approve this Disclosure Statement under Bankruptcy Code § 1125 is a finding that the Disclosure Statement contains information of a kind and in sufficient detail to enable a reasonable, hypothetical investor typical of holders of impaired claims to make an informed judgment about the Plan and is not a recommendation by the Bankruptcy Court either for or against the Plan.

II. HISTORY AND ORGANIZATION OF THE DEBTORS

A. CGRMC

1. Operations of the Hospital

CGRMC is an Arizona non-profit corporation that is exempt from federal income taxation under Section 501(c)(3) of the Internal Revenue Code of 1986, as amended. CGRMC was incorporated in November 1981 and is sponsored by RCSC.

1 CGRMC operates a 177-licensed bed, general acute care Hospital located in Casa Grande,
2 Arizona. CGRMC's medical center campus includes the Hospital building, Desert Reflections
3 Outpatient Imaging Center, four medical office buildings, and the "Pavilion." CGRMC also
4 operates a 12,500 square foot urgent care center (the "Urgent Care Center") at a site near the main
5 campus.

6 CGRMC offers a broad range of services for acute care and ancillary services in both
7 inpatient and outpatient settings, with a significant amount of outpatient services provided at the
8 Urgent Care Center. CGRMC, in conjunction with RCPG, provides a wide range of medical
9 specialty services including cardiology, gastroenterology, gynecology, neurology, pediatrics,
10 surgery, intensive care and urology.

11 CGRMC is licensed by the Arizona Department of Health Services through June 2015 and
12 accredited by various organizations. CGRMC is accredited by Det Norske Veritas Healthcare,
13 Inc. (DNV) through April 2014. CGRMC's mammographic imaging and ultrasound services are
14 accredited by the American College of Radiology through September 2014 and October 2015,
15 respectively. CGRMC's laboratory has been accredited by the College of American Pathologists
16 through February 2014 and its sleep lab is accredited by the American Academy of Sleep
17 Medicine.

18 CGRMC had gross revenues of \$446,929,395 in 2013 and \$431,370,040 in 2012.

19 **2. Overview of Employees**

20 CGRMC has approximately 800 employees, consisting of physicians, nursing, finance, IT,
21 billing, collections, accounting, administrative, and technical personnel.. The medical staff
22 includes approximately 165 physicians, 81% of whom are board certified in their specialty. The
23 medical staff includes 11 hospitalists that are contracted through a third-party. CGRMC employs
24 one anesthesiologist and its affiliate RCPG employs six physicians: two general surgeons, one
25 general and vascular surgeon, one OB/GYN physician, one GYN physician and one neurologist.
26 CGRMC also has contracts with five independent anesthesiologists and a group of five Certified
27 Registered Nurse Anesthetists (CRNAs).

1 **B. Background on Other Debtor Entities**

2 RCSC is an Arizona non-profit corporation that is exempt from federal income taxation
3 under Section 501(c)(3) of the Internal Revenue Code of 1986, as amended. RCSC was
4 incorporated in 1997 for charitable and educational purposes, and has the purpose of benefiting,
5 performing the functions of, and carrying out the purposes of the medical care in the community..
6 RCSC is the sole member and sponsor of CGRMC, RCPG ,CGRRC and RCHV. The RCSC
7 board of directors consists of five members (four independent members and one physician). As of
8 the Petition Date, RCSC's management consists of Rona Curphy as President , Karen Francis as
9 Chief Financial Officer, Cherie McGlynn as Chairman, David Fitzgibbons as Vice Chairman, and
10 John Robert McEvoy as Secretary/Treasurer.

11 CGRRC is an Arizona non-profit corporation that is exempt from federal income taxation
12 under Section 501(c)(3) of the Internal Revenue Code of 1986, as amended. CGRRC was
13 incorporated in 1989 with the purpose of, among other things, providing elderly and handicapped
14 persons housing facilities and services specially designed to meet specific physical, social, and
15 psychological needs. The organization's central purpose also included support for charitable,
16 educational, and other exempt activities of CGRMC and Central Arizona Medical Center.
17 CGRRC is the borrower on the loan for the urgent care building utilized under Hospital
18 operations but there has been no activity in this organization since 2005. As of the Petition Date,
19 CGRRC's management consists of Rona Curphy as President/CEO, Cherie McGlynn as
20 Chairman, David Fitzgibbons as Vice Chairman, and John Robert McEvoy as
21 Secretary/Treasurer.

22 RCPG is an Arizona non-profit corporation that is exempt from federal income taxation
23 under Section 501(c)(3) of the Internal Revenue Code of 1986, as amended. RCPG was
24 incorporated in 2008 with the purpose of providing medical services, medical programs and
25 health care for the benefit of patients in the service area of Casa Grande, and to manage the
26 operations of employed physicians that had formerly been under operations. As of the Petition
27 Date, RCPG's management consists of Rona Curphy as President/Chief Executive Officer and
28 Karen Francis as Chief Financial Officer.

1 **C. Outstanding Debts**

2 **1. Bond Debt**

3 CGRMC issued certain Hospital Revenue Refunding Bonds (Casa Grande Regional
4 Medical Center), Series 2001A, pursuant to the Bond Documents (as defined in the Plan) in the
5 aggregate principal amount of \$41,485,000. CGRMC further issued certain Hospital Revenue
6 Refunding Bonds (Casa Grande Regional Medical Center), Series 2001B pursuant to the same
7 Bond Documents in the aggregate principal amount of \$4,645,000. Finally, CGRMC issued
8 certain Hospital Revenue Bonds (Casa Grande Regional Medical Center) Series 2002A pursuant
9 to the same Bond Documents in the aggregate principal amount \$25,475,000. Principal and
10 accrued interest on the bond obligations total approximately \$64.5 million.

11 To secure repayment of the bonds, CGRMC granted liens on its interest in the “Casa
12 Grande Hospital Site,” all “Buildings and Improvements” thereon, all “Collateral,” and all
13 “Fixtures” as defined in the bond financing documents, which liens collectively may cover
14 substantially all of CGRMC’s assets, including real estate. The grant of liens on rights to
15 payment from Medicare and similar programs which provide 70 percent of the Debtors’ revenues,
16 however, is subject to the federal Anti-Assignment Act. In addition, due to the nature of the
17 Debtors’ operating bank accounts, the lien in the Debtors’ cash may be limited to identifiable
18 proceeds of other collateral, reducing the scope of the lien. On November 18, 2013, the Bond
19 Trustee with respect to the Bonds filed an amended UCC financing statement. To the extent that
20 this financing statement was necessary to perfect security interests in CGRMC’s personal
21 property, the filing could be subject to review pursuant to Bankruptcy Code section 547.

22 The Plan provides that the Bondholder Claim will be paid in full on or about the Effective
23 Date, notwithstanding any questions or issues regarding the full extent of the collateral securing
24 the Bonds or whether any grants of security are subject to preference or other avoidance
25 challenge, in exchange for waiver of the Bond Redemption Premium. There is no dispute
26 regarding the amount of the Bondholder Claim (except for the Bond Redemption Premium) and
27 to seek determination of the full extent of the parties’ rights in respect of collateral issues and
28 allowability of the Bond Redemption Premium would delay distributions. Moreover, the expense

1 and potential for adverse outcome would, in the Debtors' view, result in potentially reduced
2 returns to Creditors.

3 **2. Morgan Stanley Debt:**

4 In May 2005, CGRMC entered into several derivative financial agreements with Morgan
5 Stanley Capital Services, Inc. ("Morgan Stanley"), consisting of interest rate swaps (the "Swap
6 Agreements") and forward purchase agreements (the "Forward Purchase Agreements"). As
7 collateral under the Swap Agreements and the Forward Purchase Agreements, Morgan Stanley
8 maintained bank accounts in its name (the "Collateral Accounts," and the funds in the Collateral
9 Accounts, the "Morgan Stanley Collateral") that CGRMC was obligated to fund from time to
10 time in accordance with the respective agreements. To the Debtors' knowledge, approximately
11 \$750,000 rests in the Collateral Accounts. CGRMC's obligations under the Swap Agreements
12 and the Forward Purchase Agreements were otherwise unsecured.

13 Pursuant to a supplement to one of the Bond financing documents, Supplemental Master
14 Indenture for Obligation No. 3, dated May 26, 2005, between CGRMC and Wells Fargo Bank,
15 National Association, in its capacity as Master Trustee, CGRMC's obligations under the Swap
16 Agreements became secured under the bond financing documents in the same collateral and to the
17 same extent as the bond debt. In March 2010, the Board of Directors and the Secretary of RCSC
18 authorized resolutions to terminate the Swap Agreements. In April 2010, pursuant to an
19 agreement with Morgan Stanley, the Swap Agreements were terminated.

20 CGRMC is currently only obligated to Morgan Stanley under the Forward Purchase
21 Agreements. Its obligations thereunder are secured by and to the extent of the Morgan Stanley
22 Collateral, which constitutes the \$750,000 in the Collateral Accounts (the "Morgan Stanley
23 Secured Claim") and are otherwise unsecured (the "Morgan Stanley Unsecured Claim").

24 **3. Equipment Lease Obligations**

25 The Debtors have certain debt obligations on account of medical equipment leases by and
26 between CGRMC and various medical equipment and equipment service providers including:
27 Siemens Financial Services, Inc; First Financial Corporate Leasing LLC; Service Desert Medical
28 Lasers, LLC; LASErent, Inc.; Shared Imaging, LLC; United Medical Systems (DE), Inc.; Tucson

1 Lithotripsy, Sonora Surgical Services, LLC, the successor in interest to Southwest Lithotripsy,
2 L.L.C. The Debtors' obligations under the medical equipment leases aggregate approximately
3 \$390,000. 4. **Trade Debt**

4 The Debtors' trade debt consists of unsecured vendor liabilities that, in the aggregate,
5 approximate \$7.8 million as of the Petition Date. The Debtors' trade debt is typical for that of a
6 hospital --- debts for medical supplies and other goods and services necessary to provide patient
7 care and maintain the hospital.

8 5. **Bank Loans**

9 The Debtors have two bank loans including: a certain bank loan agreement, dated June
10 25, 2004, by and between RCSC and Sunstate Bank in the principal amount of \$1,500,000
11 relating to the Pavilion; and a certain bank loan agreement, dated September 15, 2005, by and
12 between CGRRC and Sunstate Bank in the principal amount of \$1,440,000 relating to the Urgent
13 Care Center.

14 **D. Events Giving Rise to the Chapter 11 Filings**

15 **1. Financial Challenges**

16 The Arizona Health Care Cost Containment System ("AHCCCS") is Arizona's Medicaid
17 program. AHCCCS, through its contracted health plans, pays hospitals and other health care
18 providers for inpatient and outpatient services provided to AHCCCS members. Additionally,
19 AHCCCS makes supplemental payments to hospitals for different purposes and activities.

20 In 2011, AHCCCS's per diem reimbursement rates were reduced by more than ten
21 percent. Effective October 1, 2011, AHCCCS eliminated reimbursement for Medicaid-eligible
22 patients after the twenty-fifth day of inpatient treatment at a hospital or long-term acute care
23 facility. AHCCCS also eliminated coverage for otherwise eligible patients who do not have
24 dependent children. These changes resulted in a dramatic decrease in the Hospital's Medicaid
25 reimbursement for the medical services it provides to these indigent patients.

26 CGRMC estimates that these changes resulted in a decline of its revenue in excess of \$10
27 million from 2011 to 2013. These AHCCCS changes also resulted in decreases in supplemental
28

1 federal reimbursements linked to treatment of Medicaid-eligible patients of an additional \$1
2 million annually.

3 Other external factors have also led to declining revenues including the industry-wide
4 migration of treatment from inpatient to outpatient settings (which are reimbursed at significantly
5 lower rates) and the 2% across the board reduction in Medicare reimbursement rates due to the
6 federal budget sequestration. For the fiscal year ended June 30, 2013, the Hospital's net patient
7 service revenue declined by over 11% from 2011 levels. In the first six months of the current
8 fiscal year, inpatient volumes have declined by approximately 15%, compared to the same period
9 in the prior year resulting in a further reduction in revenue. These changing dynamics have
10 substantially impacted CGRMC's operating margins and liquidity over the last two fiscal years.

11 The Debtors have significant debt obligations, including approximately \$63.8 million of
12 bonds. As a result of these financial challenges, the Debtors violated certain bond covenants
13 beginning on June 30, 2013.

14 The Debtors' business is very seasonal with patient volumes ramping up in the late Fall
15 and Winter and dropping off in the Spring, mirroring the population of the community. As a
16 result of this seasonality, CGRMC's working capital needs increase significantly as it increases
17 its staffing levels, purchased supplies and services to provide care for patients well in advance of
18 receiving reimbursement from Medicare, AHCCCS, commercial insurers and other payers.

19 Notwithstanding the financial challenges that CGRMC faces, the local community's need
20 for its medical services is critical. CGRMC is the primary medical service provider in its service
21 area, with an overall market share of approximately 59% for the 2012 calendar year. For the 12
22 months ended June 30, 2013, CGRMC admitted over 7,600 patients and had over 58,000
23 emergency room and urgent care visits.

24 **2. The Hospital's Review of Strategic Options**

25 CGRMC commenced an intensive review of strategic options that would ensure the
26 Hospital's continued provision of quality health care to the Casa Grande community and
27 surrounding areas, while also satisfying their creditor obligations.

1 For instance, CGRMC and other hospitals who had been negatively impacted by the 2011
2 changes in AHCCCS applied to the federal government for a provider tax assessment program.
3 The program was expected to generate an incremental \$11,756,252 million of net income to the
4 Hospital for the last three quarters of fiscal year 2013 and two quarters in fiscal year 2014. This
5 application was not approved by the appropriate government agencies.

6 In addition, CGRMC pursued a refinancing of its bonds through a federal program that
7 was expected to reduce its financing costs by over \$2.5 million annually. This reduction was
8 predicated on the successful implementation of the provider tax assessment program. When the
9 Hospital's application for the provider tax assessment was not approved, this refinancing effort
10 ultimately failed as well.

11 Finally, CGRMC pursued a strategic partnership with a for-profit hospital system based in
12 Brentwood, Tennessee. This effort was also unsuccessful.

13 In July 2013, CGRMC retained Hammond Hanlon Camp ("H2C"), a leading financial
14 advisor and investment banker for hospital and health systems, to assess the Hospital's strategic
15 and restructuring options. CGRMC concluded that it would have inadequate cash to continue
16 operations and was forced to consider other strategic options, including filing for bankruptcy.
17 Nevertheless, CGRMC continued to search for other strategic partners and options that would
18 avoid insolvency.

19 In October 2013, on behalf of CGRMC, H2C contacted 20 potential strategic partners, 15
20 of which received CGRMC's confidential information memorandum describing the CGRMC, its
21 operations, the Casa Grande market, and the Hospital's financial condition. Six of the recipients,
22 including Banner, submitted an indication of interest in CGRMC. Ultimately, Banner and three
23 other potential strategic partners submitted proposed term sheets for a potential acquisition.

24 The CGRMC Board considered numerous factors in choosing a strategic partner,
25 including the likelihood of satisfying creditor claims, execution risk and the Hospital's mission,
26 and determined that Banner presented the best option to satisfy the Debtors' obligations to
27 Creditors and continue the Hospital's mission to provide and expand quality health care to the
28 Casa Grande community and surrounding areas in a caring and compassionate environment.

3. About Banner

Banner is a non-profit health system headquartered in Phoenix, Arizona that operates 24 hospitals and health care facilities in Alaska, Arizona, California, Colorado, Nebraska, Nevada and Wyoming, in addition to the Banner Health Network and Banner Medical Group. It currently employs approximately 36,000 individuals. Banner provides a strong financial option for CGRMC, with operating revenue of \$5.1 billion, operating earnings before interest, taxes, deductions and amortization of \$688.4 million (a 13.6% margin), cash and investments of \$3.6 billion (289 days cash on hand), and an Aa3/AA- rating. Moreover, Banner's non-profit mission of making a difference in people's lives through excellent patient care, and reinvesting all of its earnings back into improving patient care, aligns directly with CGRMC's mission.

III. DESCRIPTION OF PLAN TERMS

A. Description of the Plan and Means of Implementation

The entire text of the Plan has been provided with this Disclosure Statement, and a general overview of the Plan is provided in Article I. The following is a summary of certain provisions of the Plan; however, this summary is not comprehensive. The Plan and not the Disclosure Statement is the legally operative document that controls the relationship between the Debtors and their Creditors. Therefore, the Plan should be read carefully and independently of this Disclosure Statement. Creditors are urged to consult with counsel and other professionals in order to fully resolve any questions concerning the Plan.

B. Plan Summary

The Plan proposes two basic sets of transactions. First, the Debtors would sell substantially all of their assets to Banner. Second, the net sales proceeds would be disbursed out of escrow to pay the Bondholder Claim in the compromised amount, with the balance placed in a trust for the benefit of creditors and distributed in accordance with their amounts, lien rights or statutory priority. If there are disputes as to claim amounts or other relevant matters, such disputes may be brought before the Bankruptcy Court for determination,

C. Banner Transaction

1. Overview

1 A copy of the Asset Purchase Agreement, dated February 4, 2014 by and between Banner
2 and the Debtors (the “APA”), is attached as Exhibit 1 to the Plan. The details of the transaction
3 set forth in the APA and its specific terms control. By way of a general description, however,
4 Banner and the Debtors agreed that Banner would acquire, among other things, substantially all
5 of the Debtors’ assets with the exception of certain excluded assets (as more specifically set forth
6 in the APA, the “Transferred Assets”) and would assume certain liabilities. Banner agreed to pay
7 to the Debtors up to \$87 million dollars cash to pay Allowed Claims, or such lesser amount
8 needed to pay all such claims in full (excluding postpetition interest on unsecured claims) through
9 the Plan (the “Purchase Price”).

10 Banner will pay Debtors cash equal to the lesser of (A) the aggregate amount necessary to
11 pay Allowed Claims against the Debtors in full after payment of allowed, unpaid pre-
12 confirmation expenses of the bankruptcy and post-confirmation bankruptcy expenses approved by
13 Banner or approved by the Court, excluding postpetition interest on unsecured claims and
14 excluding all claims of Banner, or (B) \$87,000 minus certain paid time off obligations for
15 employees who will work for Banner after the Sale Closing and certain pre-Closing taxes and, if
16 Banner elects to designate Debtors’ Medicare provider agreement as a contract to be assigned,
17 also certain Cost Report liabilities of the Debtors. At Closing, Banner will deliver an amount the
18 parties determine under alternative (B) into escrow. The escrow agent will record documents
19 and disburse the funds. The amount necessary to pay the Bondholder Claim will be paid out of
20 escrow and the balance will be administered and disbursed in accordance with the APA and the
21 Confirmation Order, primarily to the Creditor Trust. Upon payment in full of certain bankruptcy
22 expenses and Allowed Claims, the Creditor Trust will return any remaining cash to Banner.

23 In addition to the cash payment, prepetition and postpetition loans that Banner extended
24 to the Debtors to sustain hospital operations and allow the Chapter 11 Cases to proceed, in a total
25 principal amount up to \$9,507,845, will be deemed satisfied upon the Sale Closing.

26 **2. Purchase and Sale.**

27 Subject to the terms and conditions of the APA, and pursuant to the Plan, Banner will
28 purchase, and the Debtors will sell, the Transferred Assets on the Effective Date or at a later date

consistent with the terms of the APA. The Plan further provides that (i) Banner and the Debtors shall perform the terms and conditions of the APA, and (ii) upon the Effective Date and subject to the conditions of the APA, the Debtors are authorized and directed to execute, deliver, perform under, consummate and implement the APA, together with all additional instruments and documents reasonably necessary or desirable to implement it.

3. Corporate Authority.

The Plan and Confirmation Order shall constitute full corporate authorization to execute and perform the APA.

4. Transfer Free and Clear.

Pursuant to the Plan and Bankruptcy Code sections 363(f) and 1141(c), the sale and transfer of the Transferred Assets to Banner shall be free and clear of all claims and interests in such Transferred Assets, including liens, claims, interests, obligations and encumbrances whatsoever, held by Creditors or members of the Debtors. Liens shall attach to the Sale Proceeds in the same validity, scope and priority as existed against the Transferred Assets and shall be held in the Secured Claim Reserve pending distribution by the Creditor Trustee.

5. Banner Assumes No Liability.

Except for the Assumed Liabilities (as defined in the APA), Banner shall assume no liability to any Creditor of the Debtors by virtue of the transactions provided for in the Plan and the APA under any theory of contract, tort or doctrine of successor liability. Banner shall be deemed not to be a successor to the Debtors for purposes of the doctrine of successor liability. Upon the Effective Date and the closing pursuant to the APA, each and every holder of a claim against the Debtors shall be permanently enjoined from commencing, continuing or otherwise pursuing or enforcing any remedy, claim, cause of action or encumbrance against Banner or the Transferred Assets.

6. Purchase Price.

(i) **Cash Purchase Price.** As generally described in the Overview above and set forth in detail in the APA, the Cash Purchase Price payable subject to the terms of the APA shall be paid to an escrow agent, who will pay the

Bondholder Claim and disburse remaining funds to the Creditor Trust established pursuant to Section 9.01 of the Plan. Upon resolution of all Allowed and Disputed Claims, completion of distributions thereon and payment of the expenses of the Creditor Trust and any fees due to the United States Trustee under 28 U.S.C. § 1930, any remaining funds shall be returned to Banner.

(ii) **Loan Forgiveness.** Pursuant to the Plan and in accordance with the APA, any and all obligations under the prepetition bridge financing and the DIP Loan shall be deemed forgiven upon the Sale Closing.

D. Treatment of Claims

The Plan provides claims will be treated based upon their type, as follows:

1. Administrative Expense Claims.

The deadline for filing an administrative expense claim (other than post-petition operating expenses or professional fees) (an “Administrative Expense Claim”) shall be 30 days after the Effective Date. Except to the extent any entity entitled to payment of an Allowed Administrative Expense Claim has received payment on account of such Claim prior to the Effective Date, each Holder of an Allowed Administrative Expense Claim shall receive, in full and final satisfaction of its Allowed Administrative Expense Claim, Cash in an amount equal to the amount of such Allowed Administrative Expense Claim, by the later of (i) the date that is 14 days after the Effective Date or (ii) the date that is 14 days after the Administrative Expense Claim is Allowed. Notwithstanding the foregoing, the Debtors are permitted to pay administrative expense claims arising from the ordinary course of business without the need for application or court order.

2. Tax Claims.

Except to the extent any entity entitled to payment of any Allowed Tax Claim has received payment on account of such Claim prior to the Effective Date, each Holder of an Allowed Tax Claim shall receive, in full and final satisfaction of its Allowed Tax Claim, Cash in an amount equal to the amount of such Tax Claim within 14 days after the Effective Date.

3. Professional Fees.

Professionals retained by the Debtors or the Committee under §§ 327 of the Bankruptcy Code and to be compensated pursuant to §§ 327, 328, 330, 331, or 503(b)(2) or (4) of the Bankruptcy Code (“Professionals”) seeking payment of professional fees or reimbursement of expenses incurred through and including the Effective Date under §§ 330(a) and 503(b)(2), of the Bankruptcy Code (“Professional Fees”) shall file their respective final applications on or before the date that is 60 days after the Effective Date.

Professionals include, but are not limited to: (i) Brownstein Hyatt Farber Schreck, LLP, the Debtors’ bankruptcy counsel; (ii) Mesch Clark & Rothschild, P.C., local bankruptcy counsel; (iii) Grant Thornton LLP, the Debtors’ financial advisor; (iv) Hammond Hanlon Camp LLP, the Debtors’ financial advisor; (v) Epiq Bankruptcy Solutions, Inc., the Debtors’ claims agent; and (vi) any Professionals retained by the Committee. The Debtors estimate that the fees of the Professionals through the Effective Date of the Plan will not exceed the amounts budgeted by the Debtors.

4. Priority Claims.

Each holder of a Priority Claim, if any, shall receive, in full and final satisfaction of its Priority Claim, Cash in an amount equal to the Allowed Amount of such Priority Claim within 14 days after the Effective Date.

5. Statutory Fees.

On or before 30 days after the Effective Date, the Creditor Trustee shall make all payments required to be paid the U.S. Trustee pursuant to § 1930 of Title 28 of the United States Code. All fees payable pursuant to § 1930 of Title 28 of the United States Code after the Effective Date shall be paid by the Creditor Trustee on a quarterly basis until these Cases are closed, converted, or dismissed.

6. Classified Claims

The remaining Claims and Equity Interests are divided into 5 Classes.

(i) Class 1: Bondholder Claims.

As of the Effective Date, the Bondholder Claim shall be deemed Allowed in the aggregate amount of \$63,785,000, plus (ii) accrued interest thereon under the Bond Documents through the

1 [Confirmation Date], plus (iii) the reasonable fees and expenses of the Master Trustee and Bond
2 Trustee, respectively, and their respective counsel and advisors in the amounts set forth in the
3 Confirmation Order. By agreement, the Bondholder Claim does not include the Bond
4 Redemption Premium.

5 Also as of the Effective Date, the Master Trustee and the Bond Trustee shall be deemed to
6 have applied all cash and cash equivalents held by each to reduce the aggregate amount of
7 Allowed Bondholder Claim. The remaining amount shall be paid through escrow at Sale Closing
8 or as soon thereafter as reasonably practicable. This treatment of the Bondholder Claim shall be
9 in full and final satisfaction of the Bondholder Claim, or any other Claim under the bond
10 financing documents.

11 (ii) Class 2: Banner Assumed Liabilities.

12 The rights of the Holders of Class 2 Claims shall not be affected by the Plan or
13 Confirmation Order. Banner has agreed to assume these liabilities pursuant to the APA.

14 (iii) Class 3: Secured Claims

15 **Class 3A.** Class 3A consists of the Secured Claim of Cardinal Health. The
16 Allowed Class 3A Secured Claim shall be paid in full on the Initial Distribution Date.

17 **Class 3B.** Class 3B consists of the Secured Claim of Wells Fargo Bank, N.A.
18 The Allowed Class 3B Secured Claim shall be paid in full on the Initial Distribution Date.

19 **Class 3C.** Class 3C consists of the Secured Claim of Siemens Financial Services,
20 Inc. The Allowed Class 3C Secured Claim shall be paid in full on the Initial Distribution Date.

21 **Class 3D.** Class 3D consists of the Secured Claim of Med One Capital Funding.
22 The Allowed Class 3D Secured Claim shall be paid in full on the Initial Distribution Date.

23 **Class 3E.** Class 3E consists of the Secured Claim of Shared Imaging, Inc. The
24 Allowed Class 3E Secured Claim shall be paid in full on the Initial Distribution Date.

25 **Class 3F.** Class 3F consists of the Secured Claim of Baxter Healthcare Corp.
26 The Allowed Class 3F Secured Claim shall be paid in full on the Initial Distribution Date.
27
28

1 **Class 3G.** Class 3G consists of the Secured Claim of First Financial Prime
2 Alliance. The Allowed Class 3G Secured Claim shall be paid in full on the Initial Distribution
3 Date.

4 **Class 3H.** Class 3H consists of the Morgan Stanley Secured Claim. Morgan
5 Stanley has two claims in these Cases: (i) the Morgan Stanley Secured Claim, which is secured
6 by the Morgan Stanley Collateral, and (ii) the Morgan Stanley Unsecured Claim. On the
7 Effective Date, Morgan Stanley shall receive, in full satisfaction of the Morgan Stanley Secured
8 Claim, the Morgan Stanley Collateral. The Morgan Stanley Unsecured Claim shall be treated as a
9 Class 4A General Unsecured Claim.

10 **Class 3I.** Class 3I consists of the Secured Claim of [REAL ESTATE
11 LIENHOLDER]. The Allowed Class 3G Secured Claim shall be paid in full on the Initial
12 Distribution Date.

13 **Class 3J.** Class 3J consists of the Secured Claim of [REAL ESTATE
14 LIENHOLDER]. The Allowed Class 3G Secured Claim shall be paid in full on the Initial
15 Distribution Date.

16 (iv) Class 4: General Unsecured Claims.

17 Commencing on the Initial Distribution date, Holders of Allowed Claims in Classes 4A,
18 4B and 4C will receive a *pro rata* distribution of funds available for distribution from the Creditor
19 Trust after (a) the Reserves, (b) payment of Administrative Expenses, Priority Claims, and Tax
20 Claims not otherwise contained in the Reserve, and (c) payment on account of Allowed Class 1
21 and Allowed Class 3 Claims. The Debtors anticipate that Allowed Class 4 Claims shall be paid in
22 full under the Plan. Disputed claims will be paid on a *pro rata* basis from the Reserve held back
23 to account for such Disputed Claim to the extent ultimately Allowed. If Holders of Allowed
24 Claims are not paid in full on the Initial Distribution Date or upon Allowance of their Claims, and
25 cash remains after all Claims are Allowed or Disallowed, and all remaining costs to wind down
26 the bankruptcy estates are paid or arranged to be paid, an additional *pro rata* distribution will be
27 made to Holders of Allowed Claims in Classes 4A, 4B and 4C up to the full amount of their
28 Allowed Claims, without postpetition interest.

(v) Class 5: Membership Interests.

Class 5 Membership Interests shall be cancelled and shall not receive anything under the Plan.

E. Executory Contracts and Unexpired Leases

1. Executory Contracts Assigned to Banner.

(i) **Contracts to be Assigned.**

Upon the Sale Closing, the executory contracts listed on Exhibit [____] the Plan (to be supplied on February 28, 2014 pursuant to the terms of the APA) shall be assumed and assigned to Banner (the “Banner Assigned Contracts”).

(ii) **Defaults.**

The cure amounts under each Banner Assigned Contract shall be the amount set forth in Exhibit [_____] to the Plan or in the Confirmation Order. To the extent such default is monetary, the counterparty to the applicable Banner Assigned Contract shall receive payment in Cash within 30 days after the Effective Date [from Banner or from the Creditor Trustee] or as otherwise agreed between Banner and the counterparty to the contract. Upon assignment, Banner shall have no liability in respect of any default that occurred prior to the assignment.

(iii) **No Further Liability.**

After assignment, neither any of the Debtors, nor the Creditor Trust, shall have any liability in respect of the Banner Assigned Contracts.

2. Assumption or Rejection of Executory Contracts and Unexpired Leases.

Pursuant to §§ 365(a) and 1123(b)(2) of the Bankruptcy Code, all executory contracts and unexpired leases that exist between the Debtors and any party that have not been previously assumed pursuant to an order of the Bankruptcy Court or are not a Banner Assigned Contract, shall be deemed rejected on the Effective Date.

3. Claims Based on Rejection of Executory Contracts or Unexpired Leases

With respect to Claims arising from the rejection of executory contracts or unexpired leases pursuant to the Plan, the bar date to file Proofs of Claim shall be 15 days after the Effective Date and all such Proofs of Claim must be filed during that time so that appropriate Reserves may be calculated. Any Claim arising from the rejection of an executory contract or unexpired lease pursuant to the Plan for which a Proof of Claim is not timely filed within that time period shall be forever barred from assertion against the Debtors officers, directors or agents of the Debtors, the Estates, its successors and assigns, or its assets and properties, unless otherwise ordered by the Bankruptcy Court or as otherwise provided herein.

F. Sources of Information for Disclosure Statement; Financial Reporting

Substantially all of the factual information utilized in this Disclosure Statement, including but not limited to the amount of Claims, was obtained from information provided by the Debtors' books and records.

G. Anticipated Litigation; Waiver of Avoidance Claims

The Debtors do not anticipate any litigation. Pursuant to the Plan, upon the Effective Date and conditioned upon the Sale Closing, all Avoidance Claims shall be deemed waived. All other Causes of Action shall be assigned to the Creditor Trustee (discussed below) as the representative of the Estates. Pursuant to the terms of the Plan and as discussed in more detail below, various parties associated with these Cases, *i.e.*, the Released Parties (defined below), will receive releases from all Causes of Action other than those related to criminal conduct, willful negligence or gross misconduct. Among potential avoidance claims that would not be pursued would be possible challenges to the security interests in the Debtors' personal property securing repayment of the bonds and in the Debtors' cash. The Debtors believe that waiver of avoidance claims is appropriate given the extremely high payouts proposed in the Plan; pursuit of such claims would create unnecessary delay and expense, and could reduce ultimate recoveries.

H. Feasibility and Distributions to Creditors

The Bankruptcy Code requires that a debtor demonstrate that confirmation of a plan is not likely to be followed by liquidation or the need for further financial reorganization unless the plan calls for liquidation. The Plan calls for (i) the sale of substantially all of the Debtors' assets to

1 Banner pursuant to the terms of the executed APA, and (ii) subsequent wind-down of the Estates
2 by the Creditor Trustee. The Debtors have analyzed their ability to meet their obligations under
3 the Plan. The APA has already been executed and the sale is on a fast track. The Debtors expect
4 to get to closing two weeks after the Confirmation Date. Banner has agreed, pursuant to the DIP
5 Loan, to provide the Debtors with sufficient debtor-in-possession financing to operate their
6 businesses until estimated Sale Closing date. The purchase price is anticipated to be sufficient to
7 pay all Allowed Claims in these Cases in full. Accordingly, the Debtors anticipate being able to
8 make all payments required under the Plan. The Debtors therefore believe that the Plan satisfies
9 the feasibility requirement of the Bankruptcy Code. Moreover, the Plan calls for an orderly wind-
10 down of the Estates after the Sale Closing, which, by definition, satisfies the feasibility
11 requirement.

12 **I. Federal Income Tax Consequences to Creditors**

13 Any tax advice contained in this Disclosure Statement is not intended or written to be
14 used, and cannot be used, by any taxpayer for the purpose of avoiding tax-related penalties under
15 the Internal Revenue Code of 1986, as amended. Any tax advice contained in this Disclosure
16 Statement was written to support the promotion of the transactions described in this Disclosure
17 Statement.

18 The following discussion is not intended as a substitute for professional tax advice,
19 including the evaluation of recently enacted and pending legislation, since recent changes in the
20 federal income taxation of reorganizations under the Bankruptcy Code are complex and lack
21 authoritative interpretation. The Debtors have not received, nor will it request, a ruling from the
22 IRS as to any of the tax consequences of the Plan with respect to Holders of Claims. The Debtors
23 assume no responsibility for the tax effect that Confirmation and receipt of any distribution under
24 the Plan may have on any given creditor or other party in interest. The brevity of the following
25 discussion requires omission of matters that might affect one or more Holders of Claims against
26 the Debtors depending upon their circumstances. **Accordingly, the Debtors recommend that**
27 **Creditors and other parties in interest consult with their own tax advisors concerning the**
28 **federal, state and local tax consequences of the Plan.**

1 Creditors may be required to report income or may be entitled to a deduction as a result of
2 implementation of the Plan.

3 To the extent a Creditor receives, or expects to receive, less pursuant to the Plan than the
4 Creditor's basis in the claim to which such amount relates, the Creditor may be permitted to claim
5 a bad debt deduction. The amount, timing and character of the deduction will depend, among
6 other things, upon the Creditor's tax accounting method for bad debts, the Creditor's tax status,
7 the nature of the Creditor's claim, whether the creditor receives consideration in more than one
8 year, and whether the creditor has previously taken a bad debt deduction or worthless security
9 deduction with respect to the Creditor's claim. If the debt is not business related, a deduction is
10 only available if the debt is worthless. A cash basis taxpayer can deduct a bad debt only if an
11 actual cash loss has been sustained or if the amount deducted was included in income. All
12 accrual-basis taxpayers must use the specific charge-off method to deduct business bad debts.

13 To the extent that a Creditor receives payment pursuant to the Plan in an amount in excess
14 of the Creditor's adjusted tax basis in the claim to which payment relates, the excess will be
15 treated as income or gain to the Creditor. A Creditor not previously required to include in its
16 taxable income any accrued but unpaid interest on a claim may be treated as receiving taxable
17 interest, to the extent the amount it receives pursuant to the Plan is allocable to such accrued but
18 unpaid interest. A Creditor previously required to include in its taxable income any accrued but
19 unpaid interest on a claim may be entitled to recognize a deductible loss, to the extent the amount
20 of interest actually received by the Creditor is less than the amount of interest taken into income
21 by the Creditor.

22 **J. Substantive Consolidation of CGRMC and CGRRC.**

23 As a general principle, the assets and liabilities of different debtors are administered
24 separately in a bankruptcy case, with creditors of each participating in only assets of the
25 respective debtor. Notwithstanding this general principle, the equitable doctrine of substantive
26 consolidation will occasionally result in the treatment of a debtor and one or more of its affiliates
27 as a single entity, pooling their assets and liabilities. In that event, inter-entity claims of the
28 debtor and its affiliates will be eliminated, the assets of the debtor and its affiliates will be treated

1 as common assets, and the claims of creditors against the debtor or any of the affiliates will be
2 treated as claims against the common assets. See generally In re Augie/Restivo Baking Co., 860
3 F.2d 515, 518 (2d Cir. 1988). In making a determination to ignore the separate assets and
4 liabilities, Bankruptcy Courts examine a variety of equitable factors, most typically: (1) the
5 presence or absence of consolidated financial statements; (2) the unity of interest of and
6 ownership between various corporate entities; (3) existence of parent and intercorporate
7 guarantees on loans (4) degree of difficulty in segregating and ascertaining individual assets and
8 liabilities, (5) the existence of transfers of assets without formal observance of corporate
9 formalities, (6) the commingling of assets and business functions; (7) the profitability of
10 consolidation at a single physical location.

11 The Plan provides General Unsecured Creditors of each of the Debtors receive a pro rata
12 distribution of available funds. With respect to Classes 4B and 4C, this fact alone does not
13 constitute a substantive consolidation because the creditors in each Class, *i.e.*, creditors holding
14 claims against RCSC and RCPG, respectively, each votes as a separate class. Class 4A, however,
15 consists of creditors of both CRGMC and CGRRC.

16 This classification will be dependent upon a separate order of the Bankruptcy Court
17 substantively consolidated the two estates. The Debtors intend to seek such an order because the
18 affairs of CGRMC and CGRRC appear entirely intermingled and separate creditors cannot be
19 identified.

20 IV. THE CREDITOR TRUST

21 A. Creditor Trust Agreement

22 The Plan provides for the formation of a Creditor Trust as of the Effective Date, which
23 shall be governed by the Creditor Trust Agreement, which will be in substantially the form filed
24 with a Plan Supplement. The Creditor Trust shall receive all assets of the Debtors' Estates,
25 excluding Transferred Assets, but including the Sale Proceeds and any Excluded Assets under the
26 APA. The Creditor Trustee shall receive the Sale Proceeds free and clear of liens, claims and
27 encumbrances except for funds to be held in the Secured Claims Reserve.
28

B. Appointment of Creditor Trustee

Scott Davis shall be appointed as the Creditor Trustee.

C. Powers and Duties of the Disbursing Agent

The Plan provides that the Creditor Trustee shall have the following powers and duties:

1. To take control of, preserve, and convert to Cash property of the Estates, subject to the terms of the Plan;
2. To investigate and prosecute or abandon all Causes of Action belonging to or assertible by the Estates, excluding all Avoidance Claims (it being expected that the Creditor Trustee would only bring a claim or Cause of Action after careful consideration of the costs and benefits, in light of the distributions otherwise to be made under the Plan);
3. To review and object to Claims filed against the Debtors;
4. To compromise all disputes, including all Causes of Action, Avoidance Claims and Objections to Claims;
5. To make distributions on account of all Allowed Claims consistent with the terms of the Plan, and if funds remain after treatment of all Allowed Claims in accordance with the Plan and satisfaction or reservation for all wind-down expenses, return the excess funds to Banner in accordance with the APA;
6. To retain persons and professionals to assist in carrying out the powers and duties enumerated pursuant to the Plan;
7. To enter into contracts as necessary to assist in carrying out the powers and duties enumerated pursuant to the Plan;
8. To hire employees and/or terminate current employees of the Debtors;
9. To pay expenses incurred in carrying out the powers and duties enumerated pursuant to the Plan, including professional fees incurred after the Effective Date;
10. To take all necessary actions to assure that the corporate existence of the Debtors remains in good standing until entry of a final decree closing the Chapter 11 Cases;
11. To open and maintain bank accounts and deposit funds and draw checks and make disbursements in accordance with the Plan;

12. In general, without in any manner limiting any of the foregoing, to deal with the assets of the Estates or any part or parts thereof in all other ways as would be lawful for any person owning the same to deal therewith; provided, however, that the investment powers of the Debtors, other than those reasonably necessary to maintain the value of the Debtors' assets and to further the liquidating purpose, are limited to the power to invest in demand and time deposits, such as short term certificates of deposit, in banks and other savings institutions, or other temporary, liquid investments, such as United States Treasury Bills;

13. At the appropriate time, to ask the Bankruptcy Court to enter the final decree.

D. Corporate Authority

Under the Plan, from and after the Sale Closing, the Creditor Trustee will have all corporate authority for each of the Debtors entities to execute any documents or instruments necessary or appropriate post-Sale Closing and to take any other corporate action to wind up and dissolve the corporate entities.

E. Compensation of Creditor Trustee and Professionals

Under the Plan, the Creditor Trustee and any professionals retained by the Creditor Trustee are entitled to reasonable compensation at their standard rates. When seeking payment, the Creditor Trustee or the relevant professional shall provide a copy of the statement to Banner and the Master Trustee (if any amounts remain outstanding on the Bonds). If no written objection to the payment request is received within 10 days, then the sum requested shall be promptly paid. Any objection shall specify the amount objected to and reasons. If an objection is made, the undisputed amount shall be promptly paid. If the parties are unable to resolve any remaining disputes, the Bankruptcy Court shall resolve the dispute upon notice and a hearing.

F. Post-Effective Date Statutory Fees

All fees payable pursuant to 28 U.S.C. § 1930 incurred after the Effective Date shall be paid in accordance with applicable law.

G. Post Confirmation Reports

The Creditor Trustee shall submit post-confirmation reports in accordance with applicable law.

H. Exculpation

The Plan provides that neither the Creditor Trustee nor its designees, retained professionals or any duly designated agent or representative shall be liable for anything other than such person's own acts as shall constitute willful misconduct or gross negligence in the performance (or nonperformance) of its duties, or acts contrary to the express terms of the Plan. The Creditor Trustee may, in connection with the performance of its functions, consult with counsel, accountants and its agents, and may reasonably rely upon advice or opinions received in the course of such consultation. If the Creditor Trustee determines not to consult with counsel, accountants or its agents, such determination shall not in itself be deemed to impose any liability on the Creditor Trustee, or its members and/or its designees. The Creditor Trust shall indemnify the Creditor Trustee for any and all damages, fees and expenses incurred in connection with these Cases or the Plan; except that the Creditor Trustee shall not be indemnified from damages, fees or expenses arising from its gross negligence or willful misconduct.

V. PROCEDURES FOR RESOLVING AND TREATING CONTESTED CLAIMS

A. Objections to Claims and Settlements:

After the Effective Date, Objections to Claims may be made, and Objections to Claims made previous thereto shall be pursued, only by the Creditor Trustee at his sole discretion. After the Effective Date, the Creditor Trustee may settle any Disputed Claim where the proposed Allowed Claim is to be less than \$25,000 without notice and a hearing and without an order of the Bankruptcy Court. All other settlements shall be subject to notice and a hearing pursuant to § 102(1) of the Bankruptcy Code and a Final Order of the Bankruptcy Court approving the settlement.

B. Reserves for Disputed Claims

If any Claim is a Disputed Claim, no distribution shall be made on account of such Claim unless and until said Disputed Claim becomes an Allowed Claim. In the event a Distribution is

made while there is a Disputed Claim, the Distribution that would be paid on account of the Disputed Claim shall be withheld and remain in the a bank account maintained in compliance with § [] of the Plan until the Claim is Allowed or Disallowed. If the Claim is Allowed, the Holder of the Allowed Claim will receive its withheld Distribution.

C. Other Provisions

Additional provisions concerning Objections to Claims are described further in Article VII of the Plan.

VI. MISCELLANEOUS PLAN PROVISIONS

A. Waiver of Avoidance Claims

The Plan provides that, upon the Effective Date and conditioned upon Sale Closing, Avoidance Claims shall be deemed waived and abandoned.

B. Committee Dissolved

The Committee, if one is appointed, shall be dissolved automatically and its members shall be deemed released of all their duties, responsibilities and obligations in connection with these Cases and the Plan.

C. Discharge

Section 10.04 of the Plan provides that, except as otherwise provided therein, and irrespective of any prior orders of the Bankruptcy Court or any other court of competent jurisdiction, on the Effective Date: (1) the rights afforded in the Plan and the treatment of all Claims and Membership Interests therein shall be in exchange for and in complete satisfaction, discharge and release of all Claims and Membership Interests of any nature whatsoever, including any interest accrued on such Claims from and after the Petition Date, or any of its assets, property or its Estates; (2) the Plan shall bind all Holders of Claims and Membership Interests, regardless of whether any such Holders failed to vote to accept or to reject the Plan or voted to reject the Plan; and (3) all Claims against and Membership Interests in the Debtors, and the Debtors in its capacity as debtor-in-possession, shall be satisfied, discharged and released in full, and the Debtors' liability with respect thereto shall be extinguished completely, including, without limitation, any liability of the kind specified under § 502(g) of the Bankruptcy Code; *provided,*

1 *however*, that nothing in the Plan shall discharge any liabilities of the Debtors arising after the
2 entry of the Confirmation Order or that is not otherwise a Claim within the meaning of § 101(5)
3 of the Bankruptcy Code.

4 **D. Exculpation**

5 The Plan provides for the exculpation of certain parties (the “Exculpated Parties”),
6 including (i) the Debtors, (ii) the Master Trustee in any capacity, (iii) the Bond Trustee in any
7 capacity, (iv) the Bondholders, (v) the members of the Committee, if one is appointed, (vi)
8 Banner, and (vii) the current and former officers, directors, members, managers, employees,
9 attorneys, advisors and any other Professionals, each in their respective capacities as such, of each
10 of the foregoing.

11 Section 13.03 of the Plan provides that none of the Exculpated Parties shall have or incur
12 any liability to any Holder of a Claim or Interest, any party acting or asserting a claim through a
13 Holder of a Claim or Interest, any other party in interest, or any of their respective members,
14 officers, directors, employees, advisors, professionals, attorneys, agents, for any act or omission
15 in connection with, related to, or arising out of these Cases, including, without limitation, the
16 pursuit of confirmation of the Plan, the consummation of the Plan or the administration of the
17 Plan or the property to be distributed under the Plan, except for willful misconduct or gross
18 negligence, and, in all respects, the Exculpated Parties shall be entitled to rely upon the advice of
19 counsel with respect to their duties and responsibilities under the Plan.

20 **E. Releases**

21 The Plan provides for the release of certain parties (the “Released Parties”), including (i)
22 the Debtors, (ii) the Master Trustee in any capacity, (iii) the Bond Trustee in any capacity, (iv) the
23 Bondholders, (v) the members of the Committee, if one is appointed, (vi) Banner, and (vii) the
24 current and former officers, directors, members, managers, employees, attorneys, advisors and
25 any other Professionals, each in their respective capacities as such, of each of the foregoing.

26 Section 13.04 of the Plan provides that, on the effective date, the Debtors, on behalf of
27 themselves and their Estates, the Creditor Trustee, Banner, the Bondholders, the Bond Trustee,
28 the Master Trustee, each Holder of a Claim (whether or not allowed) against, or interest in, the

1 Debtors, and each person or entity participating in distributions under or pursuant to the Plan, for
2 itself and its respective successors, assigns, transferees, current and former officers, directors,
3 agents and employees, in each case in their capacity as such, shall be deemed to have released
4 any and all Claims and Causes of Action, including Avoidance Claims, against the Released
5 Parties arising prior to the Effective Date. Additionally, on the effective date, in consideration for
6 the obligations of the Debtors and the Creditor Trustee under the Plan and the distributions to be
7 delivered in connection with the Plan, all Holders of Claims against or interests in the Debtors
8 shall be permanently enjoined from bringing any action against the released parties and all of
9 their respective directors, officers, agents, financial advisors, attorneys, other professionals,
10 employees, partners, members, subsidiaries, managers, affiliates and representatives serving in
11 such capacity as of the Confirmation Date, and their respective property, in respect of any claims,
12 obligations, rights, causes of action, demands, suits, proceedings, and liabilities related in any
13 way to the Debtors, the Chapter 11 Cases, the APA, the DIP Loan, the Bond Documents, the Plan
14 and the Disclosure Statement, and any agreement or document relating to the foregoing, or the
15 negotiation, formulation or preparation of this Plan, other than claims arising out of or relating to
16 any act or omission of that party constituting criminal conduct, willful misconduct or gross
17 negligence; provided, however, that this Plan shall not release the Debtors and the Released
18 Parties from any cause of action held by a governmental entity existing as of the effective date
19 based on (i) the Internal Revenue Code or other domestic state, city, or municipal tax code, (ii)
20 the environmental laws of the United States or any domestic state, city, or municipality, (iii) any
21 criminal laws of the United States or any domestic state, city, or municipality, (iv) the Securities
22 and Exchange Act of 1934 (as now in effect or hereafter amended), the Securities Act of 1933 (as
23 now in effect or hereafter amended), or other securities laws of the United States or any domestic
24 state, city or municipality, (v) the Employee Retirement Income Security act of 1974, as
25 amended, or (vi) the laws and regulations of the Bureau of Customs and Border Protection of the
26 United States Department of Homeland Security.

1 **F. Other Provisions**

2 Creditors and other parties in interest are directed to the Plan with respect to the
3 provisions that are not specifically discussed in this Disclosure Statement.

4 **VII. RISK FACTORS**

5 As with any plan or other financial transaction, there are certain risk factors which must
6 be considered. It should be noted that all risk factors cannot be anticipated, that some events will
7 develop in ways that were not foreseen and that many or all of the assumptions that have been
8 used in connection with this Disclosure Statement and the Plan will not be realized exactly as
9 assumed. Some or all of such variations may be material. While every effort has been made to
10 be reasonable in this regard, there can be no assurance that subsequent events will bear out the
11 analysis set forth herein. Not all possible risks can be, or are discussed in this Disclosure
12 Statement. Under the Plan, some of the principal risk that Holders of Claims should be aware of,
13 in the Debtors' view, are as follows:

- 14 • Risks Related to the Sale Closing. Banner's commitment to purchase is subject to
15 certain conditions. Until February 28, 2014, Banner has the right to withdraw based
16 upon any adverse developments in its diligence. In addition, the transaction is
17 subject to state and federal regulatory approval. The Federal Trade Commission has
18 completed its review of the parties' required submission under the Hart-Scott-
19 Rodino Act and has determined not to challenge the sale. The state regulatory
20 review might not be complete by the date of the Confirmation Hearing. Banner is
21 financially strong and its ability to perform is not considered to be a material risk.
- 22 • Dilution of Distributions Based on Allowed Claims – No final determination has
23 been made as to which Claims will be Disputed Claims, and it is possible that the
24 number of Disputed Claims may be material and that the amounts allowed in respect
25 of such Disputed Claims may be materially in excess of the estimates of Allowed
26 Claims used to develop the Plan and this Disclosure Statement. The Holders of
27 Allowed Claims are subject to the risk of dilution if the amount of actual Allowed
28 Claims exceeds such estimates. Accordingly, distributions to the Holders of

Allowed Claims are at risk of being adversely affected by the total amount of Allowed Claims. Factors that may cause Allowed Claims to exceed projected amounts include claims arising from contract rejections, unknown claims and liabilities, or differences in books and records between the Debtor and the relevant Creditor.

- Costs of Administering the Estate – The disbursement of the proceeds of any Litigation Recoveries will require certain administrative costs that may vary based on a variety of factors. Such administrative costs cannot be predicted with certainty and will be paid from cash on hand. Accordingly, such expenses may affect recoveries under the Plan, in particular if the Creditor Trustee elects to pursue any litigation.
- * Hospital Operations. The estimated payouts on Allowed Claims assumes that the Debtors will operate the hospital at certain levels of profit and loss. If the Debtors' performance is below those projections, return to Creditors could be diminished.
- * Adjustments to Purchase Price. The APA provides for certain adjustments to the Purchase Prices. If these adjustments reduce cash proceeds of sale, payouts to Creditors would be affected accordingly.

VIII. ALTERNATIVES AND POTENTIAL PLAN RECOVERY

A. Chapter 7 Liquidation

An alternative to confirmation of the Plan would be liquidation of the Debtors' assets by a trustee appointed in a case under Chapter 7 of the Bankruptcy Code. The Chapter 7 trustee would make all of his own decisions with respect to the liquidation of the Estate, the hiring of professionals, the pursuit of any claims or litigation, and the payment or objection to Claims. If a Chapter 7 trustee were appointed, the Chapter 7 trustee would be paid pursuant to the provisions of § 326(a) of the Bankruptcy Code, which would add an additional Administrative Expense Claim.

1 A Chapter 7 would not be able to operate a hospital. As a result, the Banner Transaction
2 would be unavailable and assets would be sold at liquidation values. The Banner Transaction
3 provides value far in excess of liquidation values.

4 **B. Dismissal of Bankruptcy Case**

5 The Debtors do not believe that dismissal of the Bankruptcy Case would be to the
6 advantage of parties in interest.

7 February 5, 2014.

8 REGIONAL CARE SERVICES CORP.,
9 CASA GRANDE COMMUNITY HOSPITAL
10 D/B/A CASA GRANDE REGIONAL MEDICAL
11 CENTER,
12 REGIONAL CARE PHYSICIAN'S GROUP, INC.,
13 and CASA GRANDE REGIONAL RETIREMENT
14 COMMUNITY, Debtors and Debtors in possession

15 By: s/ Rona Curphy
16 Rona Curphy
17 Title: Chief Executive Officer

18 Prepared and Submitted By:

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20 Michael J. Pankow
21 Joshua M. Hantman

22 -AND-

23 MESCH, CLARK & ROTHSCILD, P.C.

24 By: s/Kasey C. Nye, #20610
25 Michael McGrath
26 Kasey C. Nye
27 *Proposed Attorneys for Debtors*
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Proposed Attorneys for Debtors-In-Possession

**UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF ARIZONA**

In re: REGIONAL CARE SERVICES CORP., Debtor.	Chapter 11 Proceedings No. 4:14-bk-01383-EWH
In re: CASA GRANDE COMMUNITY HOSPITAL D/B/A CASA GRANDE REGIONAL MEDICAL CENTER, Debtor.	No. 4:14-bk-01384-BMW
In re: REGIONAL CARE PHYSICIAN'S GROUP, INC., Debtor.	No. 4:14-bk-01385-EWH
In re: CASA GRANDE REGIONAL RETIREMENT COMMUNITY, Debtor.	No. 4:14-bk-01386-EWH

DEBTORS' JOINT CHAPTER 11 PLAN OF REORGANIZATION

Dated: February 5, 2014

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1 **DEBTORS' JOINT PLAN OF REORGANIZATION**

2 **ARTICLE I**
3 **INTRODUCTION**

4 Pursuant to Title 11 of the United States Code, 11 U.S.C. §§ 101 et seq., Regional Care
5 Services Corp. ("RCSC"), Casa Grande Community Hospital d/b/a Casa Grande Regional
6 Medical Center ("CGRMC"), Regional Care Physician's Group, Inc. ("RCPG"), and Casa Grande
7 Regional Retirement Community ("CGRRC") (collectively, the "Debtors"), propose the
8 following Joint Plan of Reorganization (as may be altered, amended or modified from time to
9 time, the "Plan").

10 **ARTICLE II**
11 **DEFINITIONS, RULES OF INTERPRETATION, COMPUTATION OF TIME**

12 2.01 **Definitions.** As used herein, the following terms have the respective meanings
13 specified below, unless the context otherwise requires:

14 **"Administrative and Priority Claims Reserve"** means the reserve for Sale Proceeds
15 held by the Creditor Trustee to be distributed to Allowed Priority Claims and Allowed
16 Administrative Expense Claims, including Professional Fees, in an amount equal to that set forth
17 in the Wind-Down Budget.

18 **"Administrative Expense Claim"** means any right to payment constituting a cost or
19 expense of administration of the Chapter 11 Case under §§ 503(b), 507(a)(2), or 1114(e)(2) of the
20 Bankruptcy Code, including, without limitation, any actual and necessary costs and expenses of
21 preserving the Estates, any actual and necessary costs and expenses of operating the businesses of
22 the Debtors, any indebtedness or obligations incurred or assumed by the Debtors in connection
23 with the conduct of their businesses or liquidation of their assets, any Professional fee claim, and
24 any fees or charges assessed against the Estates under § 1930 of Title 28 of the United States
25 Code.

26 **"Allowed"** means, with respect to any Claim, the Claim or portion thereof that is not a
27 Disputed Claim or Disallowed Claim: (a) for which a Proof of Claim or application (in the case
28

1 of an Administrative Expense Claim) was timely filed with the Bankruptcy Court or the Claims
2 Agent, (b) for which no Proof of Claim thereof was filed, to the extent that such Claim has been
3 listed by the Debtors in its Schedules as liquidated in amount and not disputed or contingent as to
4 liability, (c) which arises from the recovery of property under §§ 550 or 553 of the Bankruptcy
5 Code and is allowed in accordance with § 502(h) of the Bankruptcy Code; (d) which is allowed
6 under the Plan; or (e) which is allowed by a Final Order.

7 **“APA”** means the Asset Purchase Agreement by and between the Debtors, as sellers, and
8 Banner as purchaser, dated as of February 4 , 2014, a copy of which is attached as Exhibit 1 to the
9 Plan.

10 **“Avoidance Claims”** means any and all rights, claims, causes of action or rights to avoid
11 any transfer or incurrence of debt that may be asserted or recovered by the Debtors in their
12 respective capacities as debtor-in-possession pursuant to Chapter 5 of the Bankruptcy Code.

13 **“Bankruptcy Code”** means title 11 of the United States Code, 11 U.S.C. §§ 101 *et seq.*,
14 as in effect on the date hereof.

15 **“Bankruptcy Rules”** means the Federal Rules of Bankruptcy Procedure as promulgated
16 by the United States Supreme Court under section 2075 of title 28 of the United States Code, and
17 local rules of the Bankruptcy Court, as the context may require.

18 **“Bankruptcy Court”** means the United States Bankruptcy Court for the District of
19 Arizona, having jurisdiction over these Cases.

20 **“Banner”** means Banner Health, an Arizona nonprofit corporation.

21 **“Banner Assigned Contracts”** shall having the meaning set forth in Section 3.06(a) of
22 the Plan.

23 **“Banner Assumed Liabilities”** has the meaning set forth in Section [] of the Plan.

24 **“Bond Documents”** means, collectively, the Bonds, the Master Indenture, dated July 1,
25 2001 (as supplemented and amended), by and between the CGRMC and the Master Trustee, the
26 Bond Indenture, dated July 1, 2001 (as supplemented and amended), by and between the
27 Industrial Development Authority of the City of Casa Grande and the Bond Trustee, the Loan
28 Agreement, dated July 1, 2001 (as supplemented and amended), by and between Industrial

1 Development Authority of the City of Casa Grande and CGRMC, the Deed of Trust and
2 Assignment of Rents with Security Agreement, dated August 1, 2001 (as supplemented and
3 amended), and all other indentures, notes, instruments, agreements, documents and undertakings
4 executed in connection with or otherwise serving as collateral in connection with the Bonds.

5 **“Bond Redemption Premium”** means any and all premiums, costs, penalties, fees or any
6 other payments due under the Bond Documents in the event the Bonds are redeemed prior to their
7 respective stated maturity dates.

8 **“Bond Trustee”** means Wells Fargo Bank, National Association, not individually, but as
9 bond trustee, of that certain Bond Indenture, dated July 1, 2001 (as supplemented and amended),
10 by and between the Industrial Development Authority of the City of Casa Grande and Wells
11 Fargo Bank, National Association, in its capacity as bond trustee.

12 **“Bonds”** means, collectively, those certain (i) Hospital Revenue Refunding Bonds (Casa
13 Grande Regional Medical Center), Series 2001A, in the initial aggregate principal amount of
14 \$41,845,000, (ii) Hospital Revenue Refunding Bonds (Casa Grande Regional Medical Center),
15 Series 2001B, in the initial aggregate principal amount of \$4,645,000 and (iii) Hospital Revenue
16 Bonds (Casa Grande Regional Medical Center) Series 2002A, in the initial aggregate principal
17 amount of \$25,475,000, each issued pursuant to that certain Bond Indenture, dated July 1, 2001
18 (as supplemented and amended), by and between the Industrial Development Authority of the
19 City of Casa Grande and the Bond Trustee.

20 **“Bondholder Claim”** means the Claim of the Bond Trustee and the Master Trustee for
21 (i) the outstanding principal due and owing under the Bond Documents in the aggregate amount
22 of \$63,785,000, plus (ii) accrued interest thereon under the Bond Documents through the
23 Confirmation Date, plus (iii) the reasonable fees and expenses of the Master Trustee and Bond
24 Trustee, respectively, and their respective counsel and advisors in the amounts set forth in the
25 Confirmation Order. For the avoidance of doubt, the Bondholder Claim does not include the
26 Bond Redemption Premium.

27 **“Business Day”** means any day other than a Saturday, Sunday or any legal holiday under
28 federal law or the State of Arizona.

1 **“Cash”** means cash and cash equivalents including, without limitation, checks and wire
2 transfers; provided, that other than as set forth in the Bond Documents, no distributions to be
3 made in Cash under this Plan shall be comprised of any funds or accounts held by the Master
4 Trustee and Bond Trustee.

5 **“Causes of Action”** means, without limitation, any and all actions, causes of action,
6 liabilities, obligations, rights, suits, debts, sums of money, damages, judgments, claims and
7 demands whatsoever, whether known or unknown, in law, equity or otherwise.

8 **“Chapter 11 Cases”** or **“Cases”** means the jointly administered cases under Chapter 11
9 of the Bankruptcy Code commenced by the Debtors, styled In re Regional Care Services Corp.,
10 Casa Grande Community Hospital, Regional Care Physician’s Group, Inc., and Casa Grande
11 Regional Retirement Community, currently pending as Case No. 14-bk-01383-EWH on the
12 docket of the Bankruptcy Court.

13 **“Claim”** has the meaning set forth in § 101(5) of the Bankruptcy Code.

14 **“Committee”** means any statutory committee of unsecured creditors in these Cases.

15 **“Confirmation Date”** means the date on which the Clerk of the Bankruptcy Court enters
16 the Confirmation Order on the docket of the Chapter 11 Case.

17 **“Confirmation Hearing”** means the hearing to be held by the Bankruptcy Court in the
18 Bankruptcy Cases regarding confirmation of this Plan, as such hearing may be adjourned or
19 continued from time to time.

20 **“Confirmation Order”** means the order entered by the Bankruptcy Court in the
21 Bankruptcy Cases, in a form and substance reasonably acceptable to Banner, the Master Trustee
22 and the Bond Trustee, confirming this Plan and approving the consummation of the transactions
23 contemplated by the APA.

24 **“Creditor”** has the meaning ascribed to such term in § 101(10) of the Bankruptcy Code.

25 **“Creditor Trust”** means the trust for the benefit of Creditors established pursuant to
26 Article IX of the Plan.

27 **“Creditor Trustee”** means the trustee appointed over the Creditor Trust.

28 **“Debtors”** has the meaning set forth in Article I.

1 **“DIP Loan”** means the Phase 2 Debtor in Possession Financing Agreement dated
2 February 2, 2014 by and between the Debtors, as borrowers, and Banner, as lender.

3 **“Disallowed”** means, when referring to a Claim, a Claim or any portion thereof, that
4 (a) has been disallowed or expunged, in whole or part, by a Final Order; (b) has been withdrawn
5 by agreement of the Debtors and the Holder thereof, in whole or in part; (c) has been withdrawn,
6 in whole or in part, by the Holder thereof; (d) is listed in the Schedules as zero or as disputed,
7 contingent or unliquidated and in respect of which a Proof of Claim has not been timely filed or
8 deemed timely filed pursuant to the Plan, the Bankruptcy Code or any Final Order of the
9 Bankruptcy Court; (e) has been reclassified, expunged, subordinated or estimated to the extent
10 that such reclassification, expungement, subordination or estimation results in a reduction in the
11 filed amount of any Proof of Claim; or (f) is evidenced by a Proof of Claim which has been filed,
12 or which has been deemed to be filed under applicable law or order of the Bankruptcy Court or
13 which is required to be filed by order of the Bankruptcy Court, but as to which such Proof of
14 Claim was not timely or properly filed. In each case a Disallowed Claim is disallowed only to the
15 extent of disallowance, withdrawal, reclassification, expungement, subordination or estimation.

16 **“Disputed Claim”** means any Claim as to which an Objection is pending by the Debtors
17 or the Creditor Trustee.

18 **“Distribution”** means any payment of Cash by the Debtors called for under the Plan.

19 **“Effective Date”** means the first day after the conditions to effectiveness of the Plan
20 provided in Section 10.01 hereof have been satisfied.

21 **“Estates”** means the estates in these Chapter 11 Cases.

22 **“Exculpated Parties”** means each of: (i) the Debtors, (ii) the Master Trustee in any
23 capacity, (iii) the Bond Trustee in any capacity, (iv) the Bondholders, (v) the members of the
24 Committee, if one is appointed, (vi) Banner, and (vii) the current and former officers, directors,
25 members, managers, employees, attorneys, advisors and any other Professionals, each in their
26 respective capacities as such, of each of the foregoing.

27 **“Final Order”** means an order of the Bankruptcy Court as to which the time to appeal,
28 petition for certiorari or move for reargument or rehearing has expired and as to which no appeal,

1 petition for certiorari or other proceeding for reargument or rehearing will then be pending or as
2 to which any right to appeal, petition for certiorari, reargument, or rehearing will have been
3 waived in writing, in form and substance, satisfactory to the Debtors or, in the event that an
4 appeal, writ of certiorari, or reargument or rehearing thereof has been sought, such order of the
5 Bankruptcy Court will have been determined by the highest court to which such order was
6 appealed, or certiorari reargument or rehearing will have been denied and the time to take any
7 further appeal, petition for certiorari or move for reargument or rehearing will have expired;
8 provided, however, that the possibility that a motion under Rule 59 or Rule 60 of the Federal
9 Rules of Civil Procedure, or any analogous rule under the Federal Rules of Bankruptcy
10 Procedure, may be filed with respect to such order will not cause such order not to be a Final
11 Order.

12 **“General Unsecured Claim”** means any Claim other than a Priority Claim, a Secured
13 Claim, a Membership Interest or an Administrative Expense Claim.

14 **“Hired Employees”** means those employees of the Debtors who are hired by Banner
15 upon or after the Sale Closing.

16 **“Holder”** means the holder of any Claim or Membership Interest.

17 **“Impaired”** means, when used in reference to a Claim or Membership Interest or a class
18 thereof, a Claim or Membership Interest or class thereof that is impaired within the meaning of
19 § 1124 of the Bankruptcy Code.

20 **“Initial Distribution Date”** means the date that is 30 days after the Effective Date.

21 **“Master Trustee”** means Wells Fargo Bank, National Association, not individually, but
22 as master trustee, of that certain Master Indenture, dated July 1, 2001 (as supplemented and
23 amended), by and between the CGRMC and Wells Fargo Bank, National Association, in its
24 capacity as master trustee.

25 **“Membership Interests”** means the membership interests in each of the Debtors.

26 **“Morgan Stanley”** means [].

27 **“Morgan Stanley Collateral”** means [].

28 **“Morgan Stanley Secured Claim”** means [].

1 **“Morgan Stanley Unsecured Claim”** means [].

2 **“Objection”** means any objection, application, motion, complaint or any other legal
3 proceeding seeking, in whole or in part, to disallow, determine, liquidate, classify, reclassify,
4 establish the priority of, expunge, subordinate, or estimate any Claim (including the resolution of
5 any request for payment of any Administrative Expense Claim), or Membership Interest, other
6 than a Claim or an Membership Interest that is Allowed.

7 **“Petition Date”** means February 4, 2014.

8 **“Plan”** has the meaning set forth in Article I.

9 **“Prepetition Bridge Loan”** means that certain Phase I Bridge Financing Agreement and
10 a related promissory note dated December 27, 2013, between the Debtors, as borrowers, and
11 Banner, as lender, providing the Debtor with financing in the maximum principal amount of
12 \$3,308,000 for the period from December 27, 2013, through the Petition Date.

13 **“Priority Claim”** means any Claim entitled to priority under § 507(a)(1), (4), (5), (6), or
14 (7) of the Bankruptcy Code.

15 **“Professional Fees”** has the meaning set forth in Section 2.06 of the Plan.

16 **“Professional Fees Reserve Account”** means the fund established pursuant to Section
17 3.07 of the Plan.

18 **“Professionals”** means the professionals retained by the Debtors or the Committee under
19 §§ 327 of the Bankruptcy Code and to be compensated pursuant to §§ 327, 328, 330, 331, or
20 503(b)(2) or (4) of the Bankruptcy Code.

21 **“Proof of Claim”** means a proof of claim filed in these Chapter 11 Cases.

22 **“Released Parties”** means each of: (i) the Debtors, (ii) the Master Trustee in any
23 capacity, (iii) the Bond Trustee in any capacity, (iv) the Bondholders, (v) the members of the
24 Committee, if one is appointed, (vi) Banner, and (vii) the current and former officers, directors,
25 members, managers, employees, attorneys, advisors and any other Professionals, each in their
26 respective capacities as such, of each of the foregoing.

27 **“Reserves”** means (i) the Administrative and Priority Claims Reserve, (ii) the Secured
28 Claim Reserve, and (iii) any additional costs and expenses necessary to pay U.S. Trustee fees

1 under 28 U.S.C. § 1930 or wind-down the Estates, in the amounts set forth in the Wind-Down
2 Budget.

3 **“Sale Closing”** means the closing of the sale of the Transferred Assets to Banner under
4 the APA.

5 **“Sale Proceeds”** means the cash proceeds received upon the Sale Closing.

6 **“Schedules”** mean the Schedules of Assets and Liabilities, the List of Holders of
7 Interests, and the Statement of Financial Affairs filed by the Debtors in these Cases.

8 **“Secured Claim”** means any Claim, to the extent reflected in the Schedules or a Proof of
9 Claim as being secured and properly perfected, which is secured by a Lien, as defined by
10 § 101(37) of the Bankruptcy Code, on collateral, to the extent of the value of the Estates’ interest
11 in such collateral, as determined as of the relevant determination date.

12 **“Secured Claim Reserve”** means the reserve for Sale Proceeds held by the Creditor
13 Trustee in an amount equal to all Secured Claims, plus interest, fees, costs and charges allowable
14 under § 506(b) of the Bankruptcy Code, including the Bondholder Claim, which such amount
15 shall be determined and set forth in the Confirmation Order.

16 **“Tax Claim”** means any claim entitled to priority under § 507(a)(8) of the Bankruptcy
17 Code.

18 **“Transferred Assets”** means the Debtors’ assets transferred to Banner as set forth in and
19 pursuant to the APA.

20 **“Wind-Down Budget”** means the budget, including, without limitation, reflecting
21 amounts necessary to fund the Administrative and Priority Claims Reserve, for payment of
22 expenses incurred by the Debtors, the Estates and the Creditor Trustee from and after the
23 Effective Date, in a form and substance acceptable to Banner and the Master Trustee, which is to
24 be filed with the Bankruptcy Court within ten (10) days prior to the Confirmation Hearing.

25 2.02 **Rules of Interpretation.** Wherever from the context it appears appropriate, each
26 term stated in either the singular or the plural will include both the singular and the plural and
27 pronouns stated in the masculine, feminine or neuter gender will include the masculine, feminine
28 and neuter. Unless otherwise specified, all section, article, schedule or exhibit references in the

1 Plan are to the respective Section in, Article of, Schedule to, or Exhibit to, the Plan. The words
2 “herein,” “hereof,” “hereto,” “hereunder,” and other words of similar import refer to the Plan as a
3 whole and not to any particular section, subsection or clause contained in the Plan. The rules of
4 construction contained in § 102 of the Bankruptcy Code will apply to the construction of the Plan.
5 A term used herein that is not defined herein, but that is used in the Bankruptcy Code, will have
6 the meaning ascribed to that term in the Bankruptcy Code. The headings in the Plan are for
7 convenience of reference only and will not limit or otherwise affect the provisions of the Plan.

8 2.03 **Computation of Time.** In computing any period of time prescribed or allowed by
9 the Plan, the provisions of Bankruptcy Rule 9006(a) shall apply.

10 **ARTICLE III** 11 **BANNER TRANSACTION**

12 3.01 **Purchase and Sale.** Subject to the terms and conditions of the APA, Banner will
13 purchase, and the Debtors will sell, the Transferred Assets on the Effective Date or at a later date
14 consistent with the terms of the APA. Banner and the Debtors shall perform the terms and
15 conditions of the APA. Upon the Effective Date and subject to the conditions of the APA, the
16 Debtors are authorized and directed to execute, deliver, perform under, consummate and
17 implement the APA, together with all additional instruments and documents reasonably necessary
18 or desirable to implement it.

19 3.02 **Corporate Authority.** The Debtors shall be deemed to have full corporate
20 authority to enter into the APA and perform their obligations thereunder, in accordance with this
21 Plan. The Plan and Confirmation Order shall constitute full corporate authorization to execute
22 and perform the APA.

23 3.03 **Transfer Free and Clear.** Pursuant to Bankruptcy Code sections 363(f) and
24 1141(c), the sale and transfer of the Transferred Assets to Banner shall be free and clear of all
25 claims and interests in such Transferred Assets, including liens, claims, interests, obligations and
26 encumbrances whatsoever, held by creditors or members of the Debtors. Liens shall attach to the
27
28

1 Sale Proceeds in the same validity, scope and priority as existed against the Transferred Assets
2 and shall be held in the Secured Claim Reserve pending distribution by the Creditor Trustee.

3 3.04 **Banner Assumes No Liability.** Except for the Assumed Liabilities (as defined in
4 the APA), Banner assumes no liability to any Creditor of the Debtors by virtue of the transactions
5 provided for in the Plan and the APA under any theory of contract, tort or doctrine of successor
6 liability. Banner shall be deemed not to be a successor to the Debtors for purposes of the doctrine
7 of successor liability. Upon the Effective Date and the closing pursuant to the APA, each and
8 every holder of a claim against the Debtors shall be permanently enjoined from commencing,
9 continuing or otherwise pursuing or enforcing any remedy, claim, cause of action or encumbrance
10 against Banner or the Transferred Assets.

11 3.05 **Purchase Price.**

12 a. **Cash Purchase Price.** The Cash Purchase Price payable subject to the
13 terms of the APA shall be paid into escrow for distribution pursuant to the Plan to satisfy the
14 Bondholder Claim and distribution to the Creditor Trust established pursuant to Section 9.01 of
15 the Plan. Upon resolution of all Allowed and Disputed Claims, completion of distributions
16 thereon and payment of the expenses of the Creditor Trust and any fees due to the United States
17 Trustee under 28 U.S.C. § 1930, any remaining funds shall be returned to Banner.

18 b. **Prepetition Bridge Loan and DIP Loan Forgiven.** After funding the
19 Professional Fee Reserve Account pursuant to Section 3.07 of the Plan and in accordance with the
20 APA, any and all obligations under the Prepetition Bridge Loan and the DIP Loan shall be
21 deemed forgiven upon the Sale Closing.

22 3.06 **Executory Contracts Assigned to Banner.**

23 a. **Contracts to be Assigned.** Upon the Sale Closing, the executory contracts
24 listed on Exhibit [____] the Plan (to be supplied on February 28, 2014 pursuant to the terms of the
25 APA and updated prior to the Confirmation Hearing with respect to any contracts entered into by
26 the Debtors after the Petition Date) shall be assumed and assigned to Banner. Such contracts
27 shall be referred to as the “Banner Assigned Contracts.”

28 b. **Defaults.** The cure amounts under each Banner Assigned Contract shall be

1 the amount set forth in Exhibit [_____] to the Plan (to be supplied by February 28, 2104). Such
2 cure amounts may be reduced to the extent payments are made during the Chapter 11 Cases on
3 account thereof with Bankruptcy Court approval. Final cure amounts under each Banner
4 Assigned Contract shall be the amount set forth in the Confirmation Order after such notice to
5 counterparties and opportunity for hearing as ordered by the Court. To the extent such default is
6 monetary, the counterparty to the applicable Banner Assigned Contract shall receive payment in
7 Cash on the Initial Distribution Date from the Creditor Trustee or as otherwise agreed between
8 Banner and the counterparty to the contract. Upon assignment, Banner shall have no liability in
9 respect of any default that occurred prior to the assignment.

10 c. **No Further Liability.** After assignment, neither any of the Debtors, nor
11 the Creditor Trust, shall have any liability in respect of the Banner Assigned Contracts.

12 3.07 **Professional Fees Reserve.** As provided in the DIP Loan, on the Effective Date
13 Banner shall make a Loan in an amount equal to the difference of (i) the cumulative amounts
14 appearing in the Budget for professional fees and disbursements as of the Effective Date less
15 (ii) the cumulative amounts actually funded for payment of Professional Fees and disbursements
16 as of such date. The advance shall be deposited into a separate account maintained by the
17 Creditor Trustee (the “Professional Fee Reserve Account”) and used exclusively for payment of
18 allowed professional fees and disbursements incurred by Borrower or any committee appointed
19 pursuant to 11 U.S.C. § 1102 prior to the Effective Date. In the event any balance remains in the
20 Professional Fee Reserve Account after full payment of all such allowed professional fees and
21 disbursements, such balance shall be returned to Banner.

22 **ARTICLE IV**
23 **TREATMENT OF UNCLASSIFIED CLAIMS**

24 4.01 **Administrative Expense Claims.** The deadline for filing an Administrative
25 Expense Claim (other than post-petition operating expenses or professional fees) shall be 30 days
26 after the Effective Date (the “Administrative Expense Claim Bar Date”). Except to the extent any
27 entity entitled to payment of an Allowed Administrative Expense Claim has received payment on
28

1 account of such Claim prior to the Effective Date, each Holder of an Allowed Administrative
2 Expense Claim shall receive, in full and final satisfaction of its Allowed Administrative Expense
3 Claim, Cash in an amount equal to the amount of such Allowed Administrative Expense Claim,
4 by the later of (i) the date that is 14 days after the Effective Date or (ii) the date that is 14 days
5 after the Administrative Expense Claim is Allowed. Notwithstanding the foregoing, the Debtors
6 are permitted to pay administrative expense claims arising from the ordinary course of business
7 without the need for application or court order. Current taxes will be prorated at Sale Closing,
8 with pre-Closing taxes paid by the Debtors or the Creditor Trust, as appropriate.

9 4.02 **Tax Claims.** Except to the extent any entity entitled to payment of any Allowed
10 Tax Claim has received payment on account of such Claim prior to the Effective Date, each
11 Holder of an Allowed Tax Claim shall receive, in full and final satisfaction of its Allowed Tax
12 Claim, Cash in an amount equal to the amount of such Tax Claim within 14 days after the
13 Effective Date.

14 4.03 **Professional Fees.** All Professionals seeking payment of professional fees or
15 reimbursement of expenses incurred through and including the Effective Date under
16 §§ 330(a) and 503(b)(2), of the Bankruptcy Code (“Professional Fees”) shall file their respective
17 final applications on or before the date that is 60 days after the Effective Date.

18 4.04 **Priority Claims.** Each holder of a Priority Claim, if any, shall receive, in full and
19 final satisfaction of its Priority Claim, Cash in an amount equal to the Allowed Amount of such
20 Priority Claim within 14 days after the Effective Date.

21 4.05 **Statutory Fees.** On or before 30 days after the Effective Date, the Creditor
22 Trustee shall make all payments required to be paid the U.S. Trustee pursuant to § 1930 of Title
23 28 of the United States Code. All fees payable pursuant to § 1930 of Title 28 of the United States
24 Code after the Effective Date shall be paid by the Creditor Trustee on a quarterly basis until the
25 Chapter 11 Case is closed, converted, or dismissed.

ARTICLE V
DESIGNATION OF CLASSES

5.01 **Classification.** Claims and Membership Interests are classified for all purposes, including voting, confirmation, and distribution pursuant to the Plan, as follows:

<u>Class</u>	<u>Status</u>	<u>Voting Rights</u>
Class 1 (Bondholder Claim)	Impaired	Entitled to Vote
Class 2 (Banner Assumed Liabilities)	Unimpaired	Not Entitled to Vote
Class 3 (Secured Claims)	Impaired	Entitled to Vote
Class 3A Cardinal Health		
Class 3B Wells Fargo Bank, N.A.		
Class 3C Siemens Financial Services, Inc.		
Class 3D Med One Capital Funding		
Class 3E Shared Imaging, LLC		
Class 3F Baxter Healthcare Corp.		
Class 3G First Financial Prime Alliance		
Class 3H Morgan Stanley		
Class 3I Sunstate Bank – Pavilion		
Class 3J Sunstate Bank – Urgent Care Center		
Class 4 (General Unsecured Claims)	Impaired	Entitled to Vote
Class 4A – General Unsecured Claims against CGRMC and CGRRC		
Class 4B – General Unsecured Claims Against RCSC		
Class 4C – General Unsecured Claims Against RCPG		
Class 5 (Membership Interests)	Impaired	Not Entitled to Vote

5.02 **Subclasses.** For purposes of voting and distribution, subclasses are each treated as a separate class.

ARTICLE VI
TREATMENT OF CLASSIFIED CLAIMS AND NON-PROFIT MEMBERSHIP
INTERESTS

6.01 Class 1: Bondholder Claim.

a. As of the Effective Date, the Bondholder Claim shall be deemed Allowed. Amounts due thereunder, after taking into effect Section 6.01(b) of this Plan, shall be paid to the Master Trustee, for the benefit of all Holders of the Bonds, on the Effective Date or as soon as practicable thereafter.

b. As of the Effective Date, the Master Trustee and the Bond Trustee shall be deemed to have applied all cash and cash equivalents held by each in debt service reserve accounts and any other accounts and funds established under the applicable Bond Documents (net of any reasonable fees and expenses of the Master Trustee and Bond Trustee, respectively, and their respective counsel and advisors) to reduce the aggregate amount of Allowed Bondholder Claim. The Master Trustee and the Bond Trustee shall be authorized to apply those funds in accordance with the applicable Bond Documents.

c. The treatment of the Bondholder Claim set forth in this Section 6.01 shall be in full and final satisfaction of (i) the Bondholder Claim, (ii) any and all Claims of the Bond Trustee, the Master Trustee, and all Holders of the Bonds, and (iii) any and all Claims in respect of, arising out of, or related to the Bonds or the Bond Documents, including the Bondholder Claim. For the avoidance of doubt, as of the Effective, the Bond Redemption Premium shall be deemed waived and the Debtors shall make no payments thereon.

6.02 **Class 2: Banner Assumed Liabilities.** The rights of the Holders of Class 2 Claims shall not be affected by this Plan or Confirmation Order. Banner has agreed to assume certain specified liabilities pursuant to the APA.

6.03 **Class 3:**

a. **Class 3A.** The Allowed Class 3A Secured Claim shall be paid in full on the Initial Distribution Date.

b. **Class 3B.** The Allowed Class 3B Secured Claim shall be paid in full on

the Initial Distribution Date.

c. **Class 3C.** The Allowed Class 3C Secured Claim shall be paid in full on the Initial Distribution Date.

d. **Class 3D.** The Allowed Class 3D Secured Claim shall be paid in full on the Initial Distribution Date.

e. **Class 3E.** The Allowed Class 3E Secured Claim shall be paid in full on the Initial Distribution Date.

f. **Class 3F.** The Allowed Class 3F Secured Claim shall be paid in full on the Initial Distribution Date.

g. **Class 3G.** The Allowed Class 3G Secured Claim shall be paid in full on the Initial Distribution Date.

h. **Class 3H.** On the Effective Date, Morgan Stanley shall receive, in full satisfaction of the Morgan Stanley Secured Claim, the Morgan Stanley Collateral. The Morgan Stanley Unsecured Claim shall be treated as a Class 4A General Unsecured Claim.

i. **Class 3I.** The Allowed Class 3I Secured Class shall be paid in full on the Initial Distribution Date.

j. **Class 3J.** The Allowed Class 3J Secured Class shall be paid in full on the Initial Distribution Date.

6.04 **Class 4: General Unsecured Claims.** Commencing on the Initial Distribution date, Holders of Allowed Claims in Classes 4A, 4B and 4C will receive a pro rata distribution of funds available for distribution from the Creditor Trust after (a) the Reserves, (b) payment of Administrative Expenses, Priority Claims, and Tax Claims provided in Article [___] of the Plan not otherwise contained in the Reserve, and (c) payment on account of Allowed Class 1 and Allowed Class 3 Claims. Holders of Allowed Claims in Classes 4A, 4B and 4C shall not receive postpetition interest on account of their Claims. If Holders of Allowed Claims in Classes 4A, 4B and 4C are not paid in full on the Initial Distribution Date or upon Allowance of their Claims, and Cash remains after all Claims are Allowed or Disallowed, and all remaining costs to wind down the Estates or the Creditor Trust are paid or arranged to be paid, additional *pro rata* distributions

will be made from time to time to Holders of Allowed Claims in Classes 4A, 4B and 4C up to the full amount of their Allowed Claims, without postpetition interest.

6.05 **Class 5: Membership Interests.** Class 5 Membership Interests shall be cancelled and shall not receive anything under the Plan.

6.06 **Cramdown.** If any class of Claims fails to accept the Plan in accordance with § 1126(c) of the Bankruptcy Code, the Bankruptcy Court may confirm the Plan in accordance with § 1129(b) of the Bankruptcy Code on the basis that the Plan is fair and equitable and does not discriminate unfairly with respect to any non-accepting, impaired Class. The Plan will seek confirmation pursuant to with respect to the Membership Interests.

ARTICLE VII **PROVISIONS REGARDING RESOLUTION OF CLAIMS** **AND DISTRIBUTIONS UNDER THE PLAN**

7.01 Method of Distributions under the Plan.

- a. **In General.** Subject to Bankruptcy Rule 9010, all Distributions under the Plan shall be made by the Creditor Trustee to the Holders of each Allowed Claim at the address of such Holder as listed on the Schedules or Proof of Claim, as applicable, provided that the Bondholder Claim shall be paid out of escrow at or as soon as reasonably practicable after the Sale Closing.
- b. **Distributions of Cash.** The Creditor Trustee shall maintain its post-Effective Date bank accounts in compliance with Bankruptcy Code § 345 or orders of this Bankruptcy Court. Payments made by the Debtors pursuant to the Plan shall be made by check. All checks for distribution shall be negotiated within 90 days of the date of such check, after which such check shall be void. A Creditor who does not negotiate payment within the 90-day period shall have one year after the check becomes void to assert payment on account of its claim pursuant to this Plan, after which time its Claim shall be reduced to zero. At such time, the Creditor Trustee will no longer be

obligated to reserve for such Claim or make any further distributions in respect of such Claims.

c. Timing of Distributions. Any payment or Distribution required to be made under the Plan on a day other than a Business Day shall be made on the next succeeding Business Day.

d. Tax Withholding. Distributions to Holders of Allowed Claims shall be net of amounts, if any, required to be withheld pursuant to applicable State and Federal wage or backup withholding requirements.

7.02 **Objections to Claims.**

a. After the Effective Date, Objections to Claims may be made, and Objections to Claims made previous thereto shall be pursued, only by the Creditor Trustee at his sole discretion.

b. After the Effective Date, the Creditor Trustee may settle any Disputed Claim where the proposed Allowed Claim is to be less than \$25,000 without notice and a hearing and without an order of the Bankruptcy Court. All other settlements shall be subject to notice and a hearing pursuant to § 102(1) of the Bankruptcy Code and a Final Order of the Bankruptcy Court approving the settlement.

7.03 **Reserves for Disputed Claims.** Subject to § [] of the Plan, if any Claim is a Disputed Claim, no distribution provided hereunder shall be made on account of such Claim unless and until said Disputed Claim becomes an Allowed Claim. In the event a Distribution is made while there is a Disputed Claim, the Distribution that would be paid on account of the Disputed Claim shall be withheld and remain in the a bank account maintained in compliance with § [] of the Plan until the Claim is Allowed or Disallowed. If the Claim is Allowed, the Holder of the Allowed Claim will receive its withheld Distribution.

7.04 **Claims Estimation.** The Creditor Trustee may at any time request that the Bankruptcy Court estimate any contingent or unliquidated Claim pursuant to § 502(c) of the Bankruptcy Code regardless of whether the Debtors or Creditor Trustee has previously objected

1 to such Claim or whether the Bankruptcy Court has ruled on any such objection, and the
2 Bankruptcy Court shall retain jurisdiction to estimate any Claim at any time concerning any
3 objection to any Claim, including during the pendency of any appeal relating to any such
4 Objection. In the event that the Bankruptcy Court estimates any contingent or unliquidated
5 Claim, that estimated amount shall constitute either the Allowed amount of such Claim or a
6 maximum limitation on such Claim, as determined by the Bankruptcy Court. If the estimated
7 amount constitutes a maximum limitation on such Claim, the Creditor Trustee may elect to pursue
8 any supplemental proceedings to object to any ultimate payment on such Claim. All of the
9 aforementioned procedures are cumulative and not exclusive of one another. Claims may be
10 estimated and subsequently compromised, settled, withdrawn or resolved by any mechanism
11 pursuant to this Plan or approved by the Bankruptcy Court.

12 7.05 **Claims Allowance.** Except as expressly provided in the Plan or any order entered
13 in the Chapter 11 Cases prior to the Effective Date (including the Confirmation Order), the
14 Creditor Trustee shall have and shall retain after the Effective Date any and all rights and
15 defenses that the Debtors had with respect to any Claim as of the Petition Date.

16 **ARTICLE VIII**
17 **EXECUTORY CONTRACTS AND UNEXPIRED LEASES**

18 8.01 **Assumption or Rejection of Executory Contracts and Unexpired Leases.**
19 Pursuant to §§ 365(a) and 1123(b)(2) of the Bankruptcy Code, all executory contracts and
20 unexpired leases that exist between the Debtors and any party that have not been previously
21 assumed pursuant to an order of the Bankruptcy Court or are not a Banner Assigned Contract,
22 shall be deemed rejected on the Effective Date.

23 8.02 **Claims Based on Rejection of Executory Contracts or Unexpired Leases.**
24 With respect to Claims arising from the rejection of executory contracts or unexpired leases
25 pursuant to Section 7.01 of this Plan, the bar date to file Proofs of Claim shall be 10 days after the
26 Effective Date and all such Proofs of Claim must be filed during that time to enable an
27 appropriate Reserve to be determined before the Initial Distribution Date. Any Claim arising
28

1 from the rejection of an executory contract or unexpired lease pursuant to Section 7.01 of this
2 Plan for which a Proof of Claim is not timely filed within that time period shall be forever barred
3 from assertion against the Debtors officers, directors or agents of the Debtors, the Estates, its
4 successors and assigns, or its assets and properties, unless otherwise ordered by the Bankruptcy
5 Court or as otherwise provided herein.

6
7 **ARTICLE IX**
CREDITOR TRUST

8 9.01 **Creditor Trust Agreement.** The Creditor Trust will be formed as of the Effective
9 Date and shall be governed by the Creditor Trust Agreement, which will be in substantially the
10 form [attached as Exhibit ___ or filed with a Plan Supplement. The Creditor Trust shall receive all
11 assets of the Debtors' Estates, excluding Transferred Assets, but including the Sale Proceeds and
12 any Excluded Assets under the APA.

13 9.02 **Appointment.** Scott Davis shall be appointed as the Creditor Trustee .

14 9.03 **Powers and Duties.** The Creditor Trustee shall have the following powers and
15 duties:

- 16 a. To take control of, preserve, and convert to Cash property of the Estates,
17 subject to the terms of this Plan;
- 18 b. To investigate and prosecute or abandon all Causes of Action belonging to
19 or assertible by the Estates, excluding all Avoidance Claims;
- 20 c. To review and object to Claims filed against the Debtors;
- 21 d. To compromise all disputes, including all Causes of Action, Avoidance
22 Claims and Objections to Claims;
- 23 e. To make distributions on account of all Allowed Claims consistent with the
24 terms of this Plan and if funds remain in the Creditor Trust after treatment
25 of all Allowed Claims in accordance with the Plan and with satisfaction or
26 reservation for all wind-down expenses, return the excess funds to Banner in
27 accordance with the APA;
- 28

- f. To retain persons and professionals to assist in carrying out the powers and duties enumerated pursuant to this Plan;
- g. To enter into contracts as necessary to assist in carrying out the powers and duties enumerated pursuant to this Plan;
- h. To hire employees and/or terminate current employees of the Debtors; it being understood, however, that the Creditor Trustee shall not have the power to hire any Hired Employee without consent from Banner;
- i. To pay expenses incurred in carrying out the powers and duties enumerated pursuant to this Plan, including professional fees incurred after the Effective Date;
- j. To take all necessary actions to assure that the corporate existence of the Debtors remains in good standing until entry of a final decree closing the Chapter 11 Case;
- k. To open and maintain bank accounts and deposit funds and draw checks and make disbursements in accordance with the Plan;
- l. In general, without in any manner limiting any of the foregoing, to deal with the assets of the Estates or any part or parts thereof in all other ways as would be lawful for any person owning the same to deal therewith; provided, however, that the investment powers of the Debtors, other than those reasonably necessary to maintain the value of the Debtors' assets and to further the liquidating purpose, are limited to the power to invest in demand and time deposits, such as short term certificates of deposit, in banks and other savings institutions, or other temporary, liquid investments, such as United States Treasury Bills;
- m. At the appropriate time, to ask the Bankruptcy Court to enter the final decree.

9.04 **Corporate Authority.** From and after the Sale Closing, the Creditor Trustee will have all corporate authority for each of the Debtors entities to execute any documents or

1 instruments necessary or appropriate post-Sale Closing and to take any other corporate action to
2 wind up and dissolve the corporate entities.

3 9.05 **Compensation of Creditor Trustee and Professionals.** The Creditor Trustee
4 and any professionals retained by the Creditor Trustee are entitled to reasonable compensation at
5 their standard rates. When seeking payment, the Creditor Trustee or the relevant professional
6 shall provide a copy of the statement to Banner and the Master Trustee (if any amounts remain
7 outstanding on the Bonds). If no written objection to the payment request is received within 10
8 days, then the sum requested shall be promptly paid. Any objection shall specify the amount
9 objected to and reasons. If an objection is made, the undisputed amount shall be promptly paid.
10 If the parties are unable to resolve any remaining disputes, the Bankruptcy Court shall resolve the
11 dispute upon notice and a hearing.

12 9.06 **Post-Effective Date Statutory Fees.** All fees payable pursuant to 28 U.S.C.
13 § 1930 incurred after the Effective Date shall be paid in accordance with applicable law.

14 9.07 **Post Confirmation Reports.** The Creditor Trustee shall submit post-confirmation
15 reports in accordance with applicable law.

16 9.08 **Exculpation.** Neither the Creditor Trustee nor its designees, retained
17 professionals or any duly designated agent or representative shall be liable for anything other than
18 such person's own acts as shall constitute willful misconduct or gross negligence in the
19 performance (or nonperformance) of its duties, or acts contrary to the express terms of this Plan.
20 The Creditor Trustee may, in connection with the performance of its functions, consult with
21 counsel, accountants and its agents, and may reasonably rely upon advice or opinions received in
22 the course of such consultation. If the Creditor Trustee determines not to consult with counsel,
23 accountants or its agents, such determination shall not in itself be deemed to impose any liability
24 on the Creditor Trustee, or its members and/or its designees. The Creditor Trust shall indemnify
25 the Creditor Trustee for any and all damages, fees and expenses incurred in connection with these
26 Cases or this Plan; except that the Creditor Trustee shall not be indemnified from damages, fees
27 or expenses arising from its gross negligence or willful misconduct.

ARTICLE X
IMPLEMENTATION AND EFFECT OF CONFIRMATION OF PLAN

10.01 **Term of Bankruptcy Injunction or Stays.** All injunctions or stays provided for in the Chapter 11 Case under §§ 105 or 362 of the Bankruptcy Code, or otherwise, and in existence on the Confirmation Date, shall remain in full force and effect.

10.02 **Causes of Action.** Except for Avoidance Claims and as otherwise provided in the Plan, as of the Effective Date, pursuant to § 1123(b)(3)(B) of the Bankruptcy Code, any and all Causes of Action accruing to the Debtors, or the Debtors in their capacity as debtors-in-possession, not released or compromised pursuant to this Plan, shall be assigned to the Creditor Trustee as representative of the Estates. The Creditor Trustee shall have authority to compromise, settle, discontinue, abandon, dismiss, or otherwise resolve all such Causes of Action when the proposed settlement amount is to be less than \$_____ without notice and a hearing and without an order of the Bankruptcy Court. All other settlements shall be subject to notice and a hearing pursuant to § 102(1) of the Bankruptcy Code and a Final Order of the Bankruptcy Court.

10.03 **Waiver of Avoidance Claims.** Upon the Effective Date and conditioned upon Sale Closing, Avoidance Claims shall be deemed waived and abandoned.

10.04 **Discharge.** Except as otherwise provided herein, and irrespective of any prior orders of the Bankruptcy Court or any other court of competent jurisdiction, effective as of the Confirmation Date: (1) the rights afforded in the Plan and the treatment of all Claims and Membership Interests herein shall be in exchange for and in complete satisfaction, discharge and release of all Claims and Membership Interests of any nature whatsoever, including any interest accrued on such Claims from and after the Petition Date, or any of its assets, property or its Estates; (2) the Plan shall bind all Holders of Claims and Membership Interests, regardless of whether any such Holders failed to vote to accept or to reject the Plan or voted to reject the Plan; and (3) all Claims against and Membership Interests in the Debtors, and the Debtors in its capacity as debtor-in-possession, shall be satisfied, discharged and released in full, and the Debtors' liability with respect thereto shall be extinguished completely, including, without

1 limitation, any liability of the kind specified under § 502(g) of the Bankruptcy Code; *provided*,
2 *however*, that nothing in this Plan shall discharge any liabilities of the Debtors arising after the
3 Confirmation Date or that is not otherwise a Claim within the meaning of § 101(5) of the
4 Bankruptcy Code.

5 10.05 **Preservation of Setoff Rights.** Subject to Sections 3.03 and 3.04 of the Plan, on
6 and after the Effective Date, rights of setoff pursuant to Bankruptcy Code § 553 shall be
7 preserved. After the Effective Date, such setoff may be exercised pursuant to agreement of the
8 Debtors and the affected Creditor. Any disputes regarding the right of setoff shall be determined
9 upon motion before the Bankruptcy Court.

10 10.06 **Committee Dissolved.** Upon the Effective Date, the Committee, if one is
11 appointed, shall be dissolved automatically and its members shall be deemed released of all their
12 duties, responsibilities and obligations in connection with these Cases and this Plan.

13 10.07 **Injunction.** All parties, including but not limited to, Holders of Claims and
14 Membership Interests shall be enjoined from commencing or continuing, in any manner, Cause of
15 Action against the Creditor Trust or Creditor Trustee.

16 **ARTICLE XI**
17 **EFFECTIVENESS OF THE PLAN**

18 11.01 **Conditions Precedent to Effectiveness.** The Plan shall not become effective
19 unless and until the following have been satisfied:

- 20 a. The Confirmation Order, in form and substance reasonably satisfactory to
21 the Debtors and Banner, shall have been entered by the Bankruptcy Court;
22 b. There is no stay or injunction in effect with respect to the Confirmation
23 Order;
24 c. 14 days shall have passed since the Confirmation Order has been entered by
25 the Bankruptcy Court; and
26 d. Conditions to Sale Closing under the APA shall have been satisfied or
27 waived.
28

ARTICLE XII
RETENTION OF JURISDICTION

12.01 **Bankruptcy Court Jurisdiction.** The Bankruptcy Court shall have exclusive jurisdiction of all matters arising out of and related to the Chapter 11 Case and this Plan pursuant to, and for the purposes of, §§ 105(a) and 1142 of the Bankruptcy Code and for, among other things, the following purposes:

- a. To determine pending applications for the assumption or rejection of executory contracts or unexpired leases, if any are pending, and the allowance of Claims resulting therefrom;
 - b. To determine any and all adversary proceedings, applications and contested matters;
 - c. To determine any Objection to Administrative Expense Claims or Claims;
 - d. To issue such orders in aid of execution and consummation of the Plan, to the extent authorized by § 1142 of the Bankruptcy Code;
 - e. To consider any amendments to or modifications of the Plan, to cure any defect or omission, or reconcile any inconsistency in any order of the Bankruptcy Court, including, without limitation, the Confirmation Order;
 - f. To determine all applications for compensation and reimbursement of expenses of professionals under §§ 330, 331 and 503(b) of the Bankruptcy Code;
 - g. To determine disputes arising in connection with the interpretation, implementation or enforcement of the Plan;
 - h. To determine disputes arising in connection with the recovery of all assets of the Debtors and property of the Estates, wherever located;
 - i. To determine matters concerning taxes in accordance with §§ 346, 505 and 1146 of the Bankruptcy Code;
 - j. To determine any other matter not inconsistent with the Bankruptcy Code;
- and

1 k. To enter a final decree closing the Chapter 11 Case.

2 **ARTICLE XIII**
3 **MISCELLANEOUS PROVISIONS**

4 13.01 **Effectuating Documents and Further Transactions.** The Debtors are authorized
5 to execute, deliver, file or record such contracts, instruments, releases and other agreements or
6 documents and take such actions as may be necessary or appropriate to effectuate and further
7 evidence the terms and conditions of the Plan and any notes or securities pursuant to the Plan.

8 13.02 **Aid in Implementation of Plan.** The Bankruptcy Court may direct the Debtors
9 and any other necessary party to execute or deliver or to join the execution or delivery of any
10 instrument required to effect the Plan, and to perform any other act necessary to consummate the
11 Plan.

12 13.03 **Exculpation.** None of the Exculpated Parties shall have or incur any liability to
13 any Holder of a Claim or Interest, any party acting or asserting a claim through a Holder of a
14 Claim or Interest, any other party in interest, or any of their respective members, officers,
15 directors, employees, advisors, professionals, attorneys, agents, for any act or omission in
16 connection with, related to, or arising out of these Cases, including, without limitation, the pursuit
17 of confirmation of the Plan, the consummation of the Plan or the administration of the Plan or the
18 property to be distributed under the Plan, except for willful misconduct or gross negligence, and,
19 in all respects, the Exculpated Parties shall be entitled to rely upon the advice of counsel with
20 respect to their duties and responsibilities under the Plan.

21 13.04 **Releases.** ON THE EFFECTIVE DATE, THE DEBTORS, ON BEHALF OF
22 THEMSELVES AND THEIR ESTATES, THE COMMITTEE, THE CREDITOR TRUSTEE,
23 BANNER, THE BONDHOLDERS, THE BOND TRUSTEE, THE MASTER TRUSTEE, EACH
24 HOLDER OF A CLAIM (WHETHER OR NOT ALLOWED) AGAINST, OR INTEREST IN,
25 THE DEBTORS, AND EACH PERSON OR ENTITY PARTICIPATING IN DISTRIBUTIONS
26 UNDER OR PURSUANT TO THIS PLAN, FOR ITSELF AND ITS RESPECTIVE
27 SUCCESSORS, ASSIGNS, TRANSFEREES, CURRENT AND FORMER OFFICERS,
28

1 DIRECTORS, AGENTS AND EMPLOYEES, IN EACH CASE IN THEIR CAPACITY AS
2 SUCH, SHALL BE DEEMED TO HAVE RELEASED ANY AND ALL CLAIMS AND
3 CAUSES OF ACTION, INCLUDING AVOIDANCE CLAIMS, AGAINST THE RELEASED
4 PARTIES ARISING PRIOR TO THE EFFECTIVE DATE. ADDITIONALLY, ON THE
5 EFFECTIVE DATE, IN CONSIDERATION FOR THE OBLIGATIONS OF THE DEBTORS
6 AND THE CREDITOR TRUSTEE UNDER THIS PLAN AND THE DISTRIBUTIONS TO BE
7 DELIVERED IN CONNECTION WITH THIS PLAN, ALL HOLDERS OF CLAIMS
8 AGAINST OR INTERESTS IN THE DEBTORS SHALL BE PERMANENTLY ENJOINED
9 FROM BRINGING ANY ACTION AGAINST THE RELEASED PARTIES AND ALL OF
10 THEIR RESPECTIVE DIRECTORS, OFFICERS, AGENTS, FINANCIAL ADVISORS,
11 ATTORNEYS, OTHER PROFESSIONALS, EMPLOYEES, PARTNERS, MEMBERS,
12 SUBSIDIARIES, MANAGERS, AFFILIATES AND REPRESENTATIVES SERVING IN
13 SUCH CAPACITY AS OF THE CONFIRMATION DATE, AND THEIR RESPECTIVE
14 PROPERTY, IN RESPECT OF ANY CLAIMS, OBLIGATIONS, RIGHTS, CAUSES OF
15 ACTION, DEMANDS, SUITS, PROCEEDINGS, AND LIABILITIES RELATED IN ANY
16 WAY TO THE DEBTORS, THE CHAPTER 11 CASES, THE APA, THE DIP LOAN, THE
17 BOND DOCUMENTS, THIS PLAN AND THE DISCLOSURE STATEMENT, AND ANY
18 AGREEMENT OR DOCUMENT RELATING TO THE FOREGOING, OR THE
19 NEGOTIATION, FORMULATION OR PREPARATION OF THIS PLAN, OTHER THAN
20 CLAIMS ARISING OUT OF OR RELATING TO ANY ACT OR OMISSION OF THAT
21 PARTY CONSTITUTING CRIMINAL CONDUCT, WILLFUL MISCONDUCT OR GROSS
22 NEGLIGENCE; PROVIDED, HOWEVER, THAT THIS PLAN SHALL NOT RELEASE THE
23 DEBTOR, THE REORGANIZED DEBTORS AND THE RELEASED PARTIES FROM ANY
24 CAUSE OF ACTION HELD BY A GOVERNMENTAL ENTITY EXISTING AS OF THE
25 EFFECTIVE DATE BASED ON (I) THE INTERNAL REVENUE CODE OR OTHER
26 DOMESTIC STATE, CITY, OR MUNICIPAL TAX CODE, (II) THE ENVIRONMENTAL
27 LAWS OF THE UNITED STATES OR ANY DOMESTIC STATE, CITY, OR
28 MUNICIPALITY, (III) ANY CRIMINAL LAWS OF THE UNITED STATES OR ANY

1 DOMESTIC STATE, CITY, OR MUNICIPALITY, (IV) THE SECURITIES AND EXCHANGE
2 ACT OF 1934 (AS NOW IN EFFECT OR HEREAFTER AMENDED), THE SECURITIES
3 ACT OF 1933 (AS NOW IN EFFECT OR HEREAFTER AMENDED), OR OTHER
4 SECURITIES LAWS OF THE UNITED STATES OR ANY DOMESTIC STATE, CITY OR
5 MUNICIPALITY, (V) THE EMPLOYEE RETIREMENT INCOME SECURITY ACT OF 1974,
6 AS AMENDED, OR (VI) THE LAWS AND REGULATIONS OF THE BUREAU OF
7 CUSTOMS AND BORDER PROTECTION OF THE UNITED STATES DEPARTMENT OF
8 HOMELAND SECURITY.

9 13.05 **Amendment or Modification of the Plan.** Alterations, amendments or
10 modifications of the Plan may be proposed in writing by the Debtors at any time before the
11 Confirmation Date, provided that the Plan, as altered, amended or modified, satisfies the
12 conditions of §§ 1122 and 1123 of the Bankruptcy Code, and the Debtors shall have complied
13 with § 1125 of the Bankruptcy Code. The Plan may be altered, amended or modified at any time
14 after the Confirmation Date and before substantial consummation, provided that the Plan as
15 altered amended or modified satisfies the requirements of §§ 1122 and 1123 of the Bankruptcy
16 Code, and the Bankruptcy Court, after notice and a hearing, confirms the Plan, as altered,
17 amended or modified, under § 1129 of the Bankruptcy Code and the circumstances warrant such
18 alterations, amendments or modifications. A Holder of a Claim or Membership Interest that has
19 accepted the Plan shall be deemed to have accepted the Plan, as altered, amended or modified, if
20 the proposed alteration, amendment or modification does not materially and adversely change the
21 treatment of the Claim or Membership Interest of such Holder.

22 13.06 **Severability.** In the event that the Bankruptcy Court determines, before the
23 Confirmation Date, that any provision in the Plan is invalid, void or unenforceable, such
24 provision shall be invalid, void or unenforceable with respect to the Holder or Holders of such
25 Claims or Membership Interests as to which the provision is determined to be invalid, void or
26 unenforceable. The invalidity, voidness, or unenforceability of any such provision shall not limit
27 or affect the enforceability and operative effect of any other provision of the Plan.

1 13.07 **Revocation or Withdrawal of the Plan.** The Debtors shall have the right to
2 revoke or withdraw the Plan before the Confirmation Date. If the Debtors revokes or withdraws
3 the Plan before the Confirmation Date, then the Plan shall be deemed null and void. In such
4 event, nothing contained herein shall constitute or be deemed a waiver or release of any Claims
5 by or against the Debtors or any other person or to prejudice in any manner the rights of the
6 Debtors or any person in any further proceedings involving the Debtors.

7 13.08 **Section 1125(e) Good-Faith Compliance.** The Debtors, the Creditor Trustee and
8 other parties subject to this Chapter 11 proceeding, and each of their respective representatives,
9 shall be deemed to have acted in good-faith under section 1125(e) of the Bankruptcy Code in
10 connection with the confirmation and consummation of this Plan.

11 13.09 **Binding Effect.** The Plan shall be binding upon and inure to the benefit of the
12 Debtors and the Holders of Claims and Membership Interests and their respective successors and
13 assigns.

14 13.10 **Notices.** To be effective, all notices, requests and demands to or upon the Debtors
15 shall be in writing and, unless otherwise expressly provided herein, shall be deemed to have been
16 duly given or made when actually delivered or, in the case of notice by facsimile transmission or
17 electronic mail, when received, addressed as follows:

18 *If to the Creditor Trustee:*

19 []
20 [Address]
 [City, State Zip]
 Email: []

21 13.11 **Governing Law.** Except to the extent the Bankruptcy Code, the Federal Rules of
22 Bankruptcy Procedure or other federal law is applicable, or to the extent the Plan provides
23 otherwise, the rights and obligations arising under the Plan shall be governed by, and construed
24 and enforced in accordance with the laws of the State of Arizona without giving effect to the
25 principles of conflicts of law of such jurisdiction.

26 13.12 **Allocation of Plan Distributions Between Principal and Interest.** To the extent
27 that any Allowed Claim entitled to a Distribution under the Plan is comprised of indebtedness and
28 accrued but unpaid interest thereon, such Distribution shall, for federal income tax purposes, be

1 allocated to the principal amount of the Claim first and then, to the extent the consideration
2 exceeds the principal amount of the Claim, to accrued but unpaid interest.

3 13.13 **Cancellation of Instruments.** On the Effective Date, except to the extent
4 otherwise provided herein, all notes, stock, instruments, certificates and other documents
5 evidencing the Membership Interests shall be deemed automatically canceled, shall be of no
6 further force, whether surrendered for cancellation or otherwise, and the obligations of the
7 Debtors thereunder or in any way related thereto shall be discharged. The Bond Trustee and
8 Holders of Class 3 Claims shall execute and deliver into escrow lien releases or other instruments
9 reasonably requested by the Debtors or Banner to ensure that liens are properly released of
10 record.

11 February 5, 2014.

12 REGIONAL CARE SERVICES CORP.,
13 CASA GRANDE COMMUNITY HOSPITAL
14 D/B/A CASA GRANDE REGIONAL MEDICAL
15 CENTER,
16 REGIONAL CARE PHYSICIAN'S GROUP, INC.,
17 and CASA GRANDE REGIONAL RETIREMENT
18 COMMUNITY, Debtors and Debtors in possession

19 By: s/ Rona Curphy
20 Rona Curphy
21 Title: Chief Executive Officer

22 Prepared and Submitted By:

23 BROWNSTEIN HYATT FARBER SCHRECK, LLP
24 Michael J. Pankow
25 Joshua M. Hantman

26 -AND-

27 MESCH, CLARK & ROTHSCHILD, P.C.

28 By: s/Kasey C. Nye, #20610

Michael McGrath
Kasey C. Nye
Proposed Attorneys for Debtors

014855\0013\10941456.12

EXHIBIT 1

EXECUTION COPY

ASSET PURCHASE AGREEMENT

dated as of February 4, 2014

by and among

**REGIONAL CARE SERVICES CORP.,
an Arizona nonprofit corporation,**

**CASA GRANDE COMMUNITY HOSPITAL,
an Arizona nonprofit corporation doing business as
CASA GRANDE REGIONAL MEDICAL CENTER,**

**REGIONAL CARE PHYSICIAN'S GROUP, INC.,
an Arizona nonprofit corporation,**

**CASA GRANDE REGIONAL RETIREMENT COMMUNITY,
an Arizona nonprofit corporation,**

AND

**BANNER HEALTH,
an Arizona nonprofit corporation**

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ASSET PURCHASE AGREEMENT

ASSET PURCHASE AGREEMENT (this “**Agreement**”) dated as of February 4, 2014, by and among **REGIONAL CARE SERVICES CORP., CASA GRANDE COMMUNITY HOSPITAL doing business as CASA GRANDE REGIONAL MEDICAL CENTER, REGIONAL CARE PHYSICIAN’S GROUP, INC., and CASA GRANDE REGIONAL RETIREMENT COMMUNITY, all Arizona nonprofit corporations** (collectively, “**Seller**”) and **BANNER HEALTH, an Arizona nonprofit corporation** (“**Buyer**”).

WHEREAS, Seller is engaged in the business of owning and operating a full-service non-profit community hospital, an urgent care center, specialist physician practices, an imaging center, medical office buildings and a supporting foundation, all in order to provide a complete range of medical services to the residents of Pinal County, Arizona and the surrounding area (the “**Business**”).

WHEREAS, Seller desires to sell, assign and transfer, and Buyer desires to purchase and acquire, substantially all of Seller’s assets and certain liabilities related to the Business, all on the terms and conditions set forth herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

SECTION 1 DEFINED TERMS

1.1 **Definitions.** For purposes of this Agreement, the following terms shall have the respective meanings set forth below:

“**Action**” means any judicial or administrative action, claim, suit, investigation, hearing, demand or proceeding by or before any Governmental Authority.

“**Affiliate**” of any specified Person means (i) any other Person directly or indirectly controlling or controlled by or under direct or indirect common control with such specified Person. For purposes of this definition, “control,” when used with respect to any specified Person, means the power to direct the management and policies of such Person, directly or indirectly, whether through ownership of voting securities, by contract or otherwise, and the terms “controlling” and “controlled” have meanings correlative to the foregoing.

“**Agreement**” has the meaning set forth in the introductory paragraph hereto and includes all of the schedules and exhibits annexed hereto.

“**Assigned Contracts**” mean all Contracts to which Seller is a party and that Buyer has given notice to Seller of Buyer’s election to designate as “Assigned Contracts.”

“**Assumed Liabilities**” means (i) all obligations arising under the Assigned Contracts from and after the Closing, to the extent the obligations do not arise as a result of (A) any breach or default by Seller or any Affiliate of Seller of the Assigned Contract or any act or omission of Seller or any Affiliate of Seller with respect to such Assigned Contract that, with the giving of

notice or passage of time or both, would constitute a breach or default by Seller, or (B) any violation by Seller or any Affiliate of Seller of any applicable Law, (ii) the Assumed PTO Liability; (iii) if Buyer elects to designate Seller's Medicare provider agreement with CMS as an "Assigned Contract" in accordance with **Section 2.8**, Seller Cost Report Liabilities, excluding all liabilities that arise as a result of any violation by Seller or any Affiliate of Seller of any applicable Law, and (iv) all other liabilities and obligations arising out of the ownership and operation of the Business and the Transferred Assets from and after the Closing.

"Assumed PTO Liability" has the meaning set forth in **Section 5.8(g)**.

"Bankruptcy Case" means the case to be filed by Seller in the Bankruptcy Court in accordance with the Plan Support Agreement.

"Bankruptcy Court" means the United States Bankruptcy Court for the District of Arizona (together with any other court having jurisdiction over the Bankruptcy Case or any proceedings therein).

"Bankruptcy Expenses" has the meaning set forth in **Section 2.2(a)**.

"Bill of Sale" means a bill of sale in the form of **Exhibit A** hereto.

"Bridge Financing Agreement" means the Phase 1 Bridge Financing Agreement dated as of December 27, 2013, as amended, by and between (i) Regional Care Services Corp., an Arizona nonprofit corporation, Casa Grande Community Hospital dba Casa Grande Regional Medical Center, an Arizona nonprofit corporation, and Regional Care Physician's Group, Inc., an Arizona nonprofit corporation; and (ii) Buyer.

"Business" has the meaning set forth in the recitals hereto.

"Business Day" means any day that is not a Saturday, Sunday or statutory holiday in the State of Arizona.

"Buyer" has the meaning set forth in the introductory paragraph hereto.

"Buyer's Knowledge" or **"Known by Buyer"** means the actual knowledge of David Bixby, Senior Vice President/General Counsel of Buyer, Dennis Dahlen, Chief Financial Officer of Buyer, and Becky Kuhn, President-Arizona East Region of Buyer, after reasonable inquiry.

"Closing" and **"Closing Date"** mean, subject to the terms hereof, the date, not later than the Outside Date, that is three Business Days after the later to occur of (i) the date that the Confirmation Order is final and non-appealable (and any appeal or motion for reconsideration that was taken has been dismissed or resolved by final, non-appealable order on remand), and (ii) the date that the conditions set forth in **Section 6.1(a), 6.1(b), 6.1(c), (d), and 6.1(e)** and **Section 6.2(a), 6.2(b), and 6.2(c)** have been satisfied or waived in writing, or such other date as is mutually acceptable to Buyer and Seller.

"Closing Date Payment" has the meaning set forth in **Section 2.2(a)**.

“**COBRA**” means the health care coverage continuation requirements of Part 6 of Subtitle B of Title I of ERISA and Section 4980B of the Code or, in the alternative, any state law of similar effect.

“**Code**” means the Internal Revenue Code of 1986, as amended, and all regulations promulgated thereunder.

“**Confirmation Hearing**” means the Bankruptcy Court hearing on confirmation of the Plan, including any adjournments or continuances thereof.

“**Confirmation Order**” means the order confirming the Plan and authorizing consummation of this Agreement, including the assumption and assignment of the Assigned Contracts, which shall be reasonably acceptable in form and substance to Buyer and in accordance with **Section 6.1(g)** hereof.

“**Contract Assumption Schedule**” means **Schedule 2.8**, the schedule of Assigned Contracts that shall be assumed by Seller pursuant to sections 365(a) and 1123 of the Bankruptcy Code as approved by the Bankruptcy Court in the Confirmation Order. **Schedule 2.8** shall be amended or supplement from time to time by Seller and Buyer in accordance with **Section 2.8**.

“**Contract**” means any contract, lease, license, instrument, purchase order, sales order or other agreement or binding commitment, whether or not in written form.

“**Copyrights**” means all domestic and foreign copyright interests in any original work of authorship fixed in a tangible medium of expression, whether registered or unregistered, including, but not limited to, all copyright registrations or foreign equivalent, all applications for registration or foreign equivalent, all moral rights, all common-law rights, and all rights to register and obtain renewals and extensions of copyright registrations, together with all other copyright interests accruing by reason of international copyright convention, and the right to sue for past, present, or future infringement and to collect and retain all damages and profits therefor and to obtain all other forms of injunctive, equitable and other relief related thereto.

“**Cost Reports**” means all cost and other reports filed by the Seller pursuant to the requirements of Government Payment Programs for payment or reimbursement of amounts due from them.

“**Cure Amount**” means the amount required to cure in full defaults under Assigned Contracts in accordance with the Bankruptcy Code as determined by the Bankruptcy Court.

“**Cure Schedule**” means the Cure Amounts set forth on **Schedule 3.6(b)**.

“**Day Act**” means Arizona Revised Statutes, Title 10, Chapter 35.1.

“**Disclosed Contracts**” means those Contracts set forth on **Schedule IV**.

“**DIP Financing Agreement**” means the Phase 2 Debtor in Possession Financing Agreement to be entered into between Seller and Buyer in accordance with the Plan Support Agreement.

“Employee Benefit Plan” means any and all plans, agreements, arrangements, and policies relating to employee benefits or compensation with respect to any current or former employee of the Seller or an ERISA Affiliate, including without limitation any (i) employee benefit plan or compensation plan, agreement or arrangement covering present or former employees of Seller (including those within the meaning of ERISA Section 3(3)), (ii) stock purchase plan, (iii) stock option plan, (iv) fringe benefit plan, (v) change in control plan, (vi) severance plan, (vii) bonus plan, (viii) employee pension benefit plans (as defined in Section 3(2) of ERISA), (ix) any other deferred compensation agreement or plan or funding arrangement, (x) employee welfare benefit plan (as defined in Section 3(1) of ERISA) and (xi) plan, agreement, arrangement, or policy providing retirement income, health benefits, disability benefits, insurance benefits, sick pay, vacation pay, severance pay, deferred compensation, fringe benefits, or incentive compensation.

“Encumbrance” means any lien, claim, pledge, mortgage, charge, security interest, easement, option, right of first refusal, conditional sale or other title retention agreement, defect in title, covenant or other interests or restrictions of any kind.

“Environmental Laws” means all federal, state and local government statutes, regulations, common law and similar provisions having the force or effect of law, all orders, decrees, permits, licenses or other approvals with respect to environmental, public health and safety, occupational health and safety, product liability and transportation, including, without limitation, all such standards of conduct or bases of obligations relating to the presence, use, production, generation, handling, transportation, treatment, storage, disposal, distribution, labeling, testing, processing, discharge, release, control or cleanup of any contaminant, waste, hazardous materials, substances, chemical substances or mixtures, pesticides, toxic chemicals, petroleum products or byproducts, asbestos, polychlorinated biphenyls, noise or radiation.

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

“ERISA Affiliate” means any entity that is a member of (i) a controlled group of corporations, as defined in Section 414(b) of the Code, that includes a Seller, (ii) a group of trades or businesses under common control, as defined in Section 414(c) of the Code, that includes the Seller, or (iii) an affiliated service group, as defined in Section 414(m) of the Code or the regulations under Section 414(o) of the Code, that includes the Seller.

“Escrow Agent” has the meaning set forth in **Section 2.7**.

“Excluded Assets” means the assets set forth on **Schedule II** hereto, including, without limitation, all Contracts that are not Assigned Contracts, all membership interests in Seller, and Seller’s interest in Regional Healthcare Ventures and its membership interest in Cancer Treatment Services Arizona, LLC.

“Excluded Liabilities” means (i) all liabilities and obligations of Seller or related to or arising out of the Transferred Assets, except the Assumed Liabilities, (ii) without limiting the foregoing, all liabilities and obligations of Seller arising as a result of (A) any breach or default by Seller or any Affiliate of Seller of any Contract or any act or omission of Seller or any Affiliate of Seller with respect to any Contract that, with the giving of notice or passage of time

or both, would constitute a breach or default by Seller, or (B) any violation by Seller or any Affiliate of Seller of any applicable Law, (iii) all liabilities and obligations expressly retained by Seller in accordance with **Section 5.8**, (iv) all liabilities and obligations related to or arising out of the Excluded Assets, (v) any obligation to repay any amount paid to Seller prior to Closing, (vi) any Transaction Expenses and (vii) those Liabilities listed on **Schedule V** hereto.

“Financing Release” means a Mutual Release in the form of **Exhibit D** hereto, pursuant to which Seller and Buyer shall fully and finally release and remise all indebtedness, liabilities and obligations arising under or in connection with the Bridge Financing Agreement and the DIP Financing Agreement.

“FMLA” means the Family and Medical Leave Act of 1993.

“GAAP” means generally accepted accounting principles in effect in the United States, consistently applied.

“General Assignment” means a General Assignment in the form of **Exhibit B** hereto.

“Government Payment Program” means federal and state Medicare, Arizona Health Care Cost Containment System, and Tricare programs, and similar successor programs with or for the benefit of Governmental Authorities.

“Governmental Authority” means any (i) nation, state, commonwealth, province, territory, county, municipality, district or other jurisdiction of any nature, or any political subdivision thereof, (ii) federal, state, local, municipal, tribal, foreign or other government or (iii) governmental or quasi-governmental authority of any nature (including any governmental division, department, bureau, agency, commission, instrumentality, official, organization, body or other entity and any court, arbitrator or other tribunal).

“Governmental Permit” means any franchise, consent, license, marketing right, permit, authorization, approval or other operating authority issued by any Governmental Authority, including without limitation those required to participate in Government Payment Programs, licenses and permitted required by the Arizona Department of Health Services, and license and permits required by any Governmental Authority for the provisions of health care services.

“HIPAA” means the Health Insurance Portability and Accountability Act of 1996.

“HIPAA Requirement” has the meaning set forth in **Section 3.17(a)**.

“Hired Employees” has the meaning set forth in **Section 5.8(e)**.

“Historical Financials” means the audited balance sheets and statements of income of Seller as of and for the most recent two full fiscal years (including the footnotes thereto) and the unaudited balance sheet and statement of income for the fiscal period ended December 31, 2013, attached hereto as **Schedule 3.11**.

“Hospital” means Casa Grande Regional Medical Center.

“HSR Act” means the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended.

“Intellectual Property” means and includes (i) Patent Rights, (ii) Trademark Rights, (iii) Copyrights, (iv) Know-How, (v) Trade Secrets, and (vi) internet domain name registrations and all registrations and applications and renewals for any of the foregoing and all goodwill associated therewith.

“Inventions” means and includes novel devices, processes, compositions of matter, methods, techniques, observations, discoveries, apparatuses, designs, expressions, theories and ideas, whether or not patentable.

“Know-How” means scientific, engineering, mechanical, electrical, financial, marketing or practical knowledge or experience actually used in the Business.

“Latest Financials” means the unaudited balance sheet and statement of operations of Seller as of December 31, 2013 included in the Historical Financials.

“Law” shall mean any foreign, tribal, national, federal, state or local statute, law, treaty, ordinance, regulation or rule.

“Leased Real Property” has the meaning set forth in **Section 3.14(b)**.

“Leases” means all leases, subleases, license, concessions and other agreements (written or oral), including all amendments, extensions, renewals, guaranties and other agreements with respect thereto, pursuant to which Seller holds any real or personal property.

“Legal Proceeding” means any judicial, administrative or arbitral action, suit, or proceeding (public or private), investigation, litigation, complaint or claim, whether civil, criminal or regulatory, in law or in equity, by a Governmental Authority or a third party, of which Seller has received written notice or has actual knowledge.

“Licensed Intellectual Properties” has the meaning set forth in **Section 3.8(b)**.

“Material Adverse Effect” means a material adverse effect on either (i) the assets, operations, condition (financial or otherwise), considered as a whole, or (ii) Seller’s or Buyer’s (as applicable) ability to consummate the transactions contemplated hereby other than as a result of anything disclosed in the Schedules to this Agreement *provided, however*, that **“Material Adverse Effect”** shall not include any event, occurrence, fact, condition or change, directly or indirectly, arising out of or attributable to: (i) general economic or political conditions; (ii) conditions generally affecting the industries in which the Business operates; (iii) any changes in financial, banking or securities markets in general, including any disruption thereof and any decline in the price of any security or any market index or any change in prevailing interest rates; (iv) acts of war (whether or not declared), armed hostilities or terrorism, or the escalation or worsening thereof; (v) any action required or permitted by this Agreement or any action taken (or omitted to be taken) with the written consent of or at the written request of Buyer; (vi) any actions taken in connection with Seller’s bankruptcy filing and the Plan Support Agreement (collectively, the **“Bankruptcy”**); (vii) any matter Known by Buyer as of the date hereof; (viii)

the announcement, pendency or completion of the transactions contemplated by this Agreement or in connection with the Bankruptcy, including losses or threatened losses of employees, customers, suppliers, distributors or others having relationships with the Seller and the Business; (ix) any natural or man-made disaster or acts of God; or (viii) any failure by the Business to meet any internal or published projections, forecasts or revenue or earnings predictions (provided that the underlying causes of such failures (subject to the other provisions of this definition) shall not be excluded).

“Material Contract” means (i) each Contract under the terms of which (a) Seller or Casa Grande Community Hospital Foundation, Inc. was paid or Seller or Casa Grande Community Hospital Foundation, Inc. paid or otherwise gave or received consideration of more than Fifty Thousand Dollars (\$50,000) in the aggregate during either of the full fiscal years preceding the date hereof, or (b) Seller or Casa Grande Community Hospital Foundation, Inc. is likely to be paid, pay or otherwise give or receive consideration of more than Fifty Thousand Dollars (\$50,000) in the aggregate over the remaining term of such contract (including any renewal terms); (ii) all Contracts that limit or purport to limit the ability of Seller or Casa Grande Community Hospital Foundation, Inc. to compete in any line of business or with any Person in any geographic area or during any period of time; (iii) except for agreements relating to trade receivables, all Contracts relating to indebtedness of Seller; (iv) all Contracts between Seller or Casa Grande Community Hospital Foundation, Inc. and any Affiliate; and (v) all Contracts, whether or not entered into in the Ordinary Course of the Business, which are material to Seller and Casa Grande Community Hospital Foundation, Inc. or the Business or the absence of which would reasonably be expected to have a Material Adverse Effect.

“Ordinary Course of the Business” means a manner generally consistent with past business practices as evidenced by historical events, trends and customary approach.

“Outside Date” means June 30, 2014, as such date may be extended by written agreement of Seller and Buyer.

“Owned Intellectual Properties” has the meaning set forth in **Section 3.8(a)**.

“Owned Real Property” has the meaning set forth in **Section 3.14(a)**.

“Patent Rights” means and includes all domestic and foreign patents (including, without limitation, certificates of invention and other patent equivalents), provisional applications, patent applications and patents issuing therefrom, as well as any division, continuation or continuation in part, reissue, extension, reexamination, certification, revival or renewal of any patent, all Inventions and subject matter related to such patents, in any and all forms, and the right to sue for past, present, or future infringement and to collect and retain all damages and profits therefor and to obtain all other forms of injunctive, equitable and other relief related thereto.

“Permitted Encumbrances” means (i) Encumbrances and other exceptions to title that are disclosed in **Part II of Schedule 3.3**, (ii) Encumbrances for Taxes not yet due and payable, (iii) mechanics’, carriers’, workmen’s, repairmen’s or other like liens arising or incurred in the Ordinary Course of the Business for obligations not yet due and payable, (iv) easements, rights of way, zoning ordinances and other similar encumbrances affecting real property which are

approved in writing by Buyer; (v) other than with respect to Owned Real Property, equipment leases with third parties entered into in the Ordinary Course of the Business; and (vi) other imperfections of title or Encumbrances, if any, that have not, and would not, materially impair the use of the affected Transferred Asset.

“**Person**” means any individual, partnership (of any kind), limited liability company, limited liability partnership, corporation, association, joint stock company, trust, joint venture, unincorporated organization, firm, organization, company, business, entity, union, society or Governmental Authority.

“**Plan**” means the Joint Plan of Reorganization filed by Seller and acceptable to Buyer, including with respect to any modifications or amendments thereto.

“**Plan Support Agreement**” means the Plan Support Agreement dated as of the date of this Agreement between Seller and Buyer.

“**Pre-Closing Taxes**” has the meaning set forth in **Section 5.11**.

“**Pre-Closing Tax Period**” has the meaning set forth in **Section 5.11**.

“**Post-Closing Tax Period**” has the meaning set forth in **Section 5.11**.

“**PTO Adjustment Amount**” has the meaning set forth in **Section 5.8(g)**.

“**PTO Liability**” has the meaning set forth in **Section 5.8(g)**.

“**Purchase Price**” has the meaning set forth in **Section 2.2(b)**.

“**Revoking Employee**” has the meaning set forth in **Section 5.8(g)**.

“**Schedule 3.19 Supplement**” has the meaning set forth in **Section 2.8(d)**.

“**Schedules**” means the schedules prepared by Seller and delivered to Buyer in connection with the delivery of this Agreement.

“**Seller**” has the meaning set forth in the introductory paragraph hereof.

“**Seller Cost Report Assets**” means the rights of Seller in respect of Seller Cost Reports, including any amounts receivable by Seller in respect of the reports.

“**Seller Cost Report Liabilities**” means the liabilities of Seller in respect of Seller Cost Reports, including any amounts payable by Seller in respect of the reports.

“**Seller Cost Reports**” has the meaning set forth in **Section 5.9(a)(i)**.

“**Seller’s Knowledge**” or “**Knowledge of Seller**” means the actual knowledge of Rona Curphy, Chief Executive Officer of the Seller, and Karen A. Francis, Chief Financial Officer of the Seller, after reasonable inquiry.

“Special Warranty Deeds” means special warranty deeds in the form of **Exhibit C** hereto.

“Subsidiary” means, as applied to any specified Person, any other Person of which such specified Person shall at the time own, directly or indirectly, through a Subsidiary or otherwise, at least a majority of the outstanding capital stock (or other beneficial interests) entitled to vote generally.

“Tax” or **“Taxes”** means any federal, state, local or foreign income, gross receipts, license, payroll, employment, excise, severance, stamp, occupation, premium, windfall profits, capital gain, intangible, environmental (including taxes under Section 59A of the Code or otherwise), custom duties, capital stock, franchise, profits, employee’s income withholding, foreign withholding, social security (or similar), unemployment, disability, real property, personal property, sales, use, transfer, value added, registration, alternative or add on minimum, estimated or other tax of any kind whatsoever, whether computed on a separate or consolidated, unitary or combined basis or in any other manner, including any interest, penalties or additions to tax in respect of the foregoing, whether disputed or not, and including any obligation to indemnify, assume or succeed to the liability of any other Person in respect of the foregoing.

“Tax Return” means any return, declaration, report, claim for refund, or information return or statement relating to Taxes, including any schedule or attachment thereto, and including any amendment thereof.

“Trademark Rights” means and includes all domestic and foreign trademarks, trade dress, service marks, trade names, icons, logos, slogans, and any other indicia of source or sponsorship of goods and services, designs and logotypes related to the above, in any and all forms, and all trademark registrations and applications for registration related to such trademarks (including, but not limited to, intent to use applications), including the right to sue for past, present, or future infringement and to collect and retain all damages and profits therefor and to obtain all other forms of injunctive, equitable and other relief related thereto, and all designs and logotypes related to such trademarks, in any and all forms, and all trademark registrations and applications for registration related to such trademarks.

“Trade Secrets” means any formula, design, device or compilation, or other information that is used or held for use by the business, that gives Seller an advantage or opportunity for advantage over competitors who do not have or use the same, and that is not generally known by the public. Trade Secrets can include, by way of example, formulas, market surveys, market research studies, information contained on drawings and other documents, and information relating to research, development or testing.

“Transaction Documents” means, collectively, this Agreement, the Bill of Sale, the General Assignment, the Special Warranty Deeds, the Financing Release, and any other documents reasonably necessary to consummate the transactions contemplated hereby.

“Transaction Expenses” means all expenses of Seller incurred in connection with the preparation, execution and consummation of this Agreement and the Closing that have not been

paid as of the Closing, including all fees and disbursements of attorneys, accountants and other advisors and service providers payable by Seller.

“Transferred Assets” means all of the assets of the Seller except for the Excluded Assets, including without limitation:

- (a) The Owned Real Property and Leased Real Property;
- (b) The rights to any and all tangible personal property, including, without limitation, inventory, equipment, machinery, computer hardware and software and documentation and media, furniture, furnishings, appliances, supplies, vehicles, and other tangible personal property of every description and kind;
- (c) All cash, cash equivalents, accounts receivable, work in process, inventory, other current assets, and Seller Cost Report Assets;
- (d) To the extent assignable, all Governmental Permits, set forth on **Schedule III**;
- (e) All goodwill related to the Business, and, to the extent assignable by Seller, all warranties (express or implied) and rights related to the Transferred Assets;
- (f) All Intellectual Property owned, and to the extent transferable, leased, licensed or possessed by Seller, including without limitation Seller’s internet domain names, Seller’s telephone numbers, and the name “Casa Grande Regional Medical Center”;
- (g) All Assigned Contracts;
- (h) All prepaid expenses, credits, advance payments, security deposits to the extent related to the Transferred Assets;
- (i) All rights of setoff and recoupment with respect to the Assumed Liabilities;
- (j) Seller’s ownership interest in Casa Grande Community Hospital Foundation, Inc.;
- (k) All Seller’s rights under warranties, indemnities and similar rights against third parties to the extent related to any Transferred Asset; and
- (l) The original or true and correct copies of all documents, books, records, operating manuals, forms, and files in Sellers possession with respect to the operation of the Transferred Assets, including without limitation original patient records, medical records, all other medical and financial information regarding patients of the Business, patient lists, employment and personnel records relating to Seller’s employees, personnel policies and manuals, supply lists and records of purchases from and correspondence with suppliers, financial records with respect to the operation of the Transferred Assets, including without limitation records relating to Seller’s accounts receivable, equipment records, construction plans and

specifications, and medical and administrative libraries, and all other files, books and records (including without limitation computer records) of Seller relating to the Transferred Assets.

“Transfer Taxes” means all sales (including bulk sales), use, transfer, value added, goods and services, filing, recording, ad valorem, privilege, documentary, gross receipts, registration, conveyance, excise, license, stamp or similar Taxes and fees arising out of, in connection with or attributable to the transactions contemplated by this Agreement.

“Updated Schedules” has the meaning set forth in **Section 5.2(c)**.

“WARN Act” means the Worker Adjustment and Retraining Notification Act, as amended.

SECTION 2 PURCHASE AND SALE OF ASSETS

2.1 Transferred Assets; Limitation on Liabilities.

(a) Subject to the terms and conditions set forth in this Agreement, Seller shall sell, transfer, convey, assign and deliver to Buyer, and Buyer shall purchase and acquire from Seller, on the Closing Date, all of Seller’s right, title and interest in and to the Transferred Assets, free and clear of all Encumbrances, except for the Permitted Encumbrances. Buyer shall not acquire any of the Excluded Assets, and, following the Closing, Buyer shall not have any right, title, interest, or obligation with respect to the Excluded Assets.

(b) Subject to the terms and conditions set forth in this Agreement, Buyer shall assume from Seller on the Closing Date the Assumed Liabilities, which Buyer shall assume and agree to pay or perform, as the case may be. With the exception of the Assumed Liabilities, Buyer shall not assume and shall not be liable for any liabilities of any nature of Seller, including, without limitation, any Excluded Liabilities to the extent payable as administrative expenses during the course of the Bankruptcy Case, or satisfy such Excluded Liabilities in accordance with the Bankruptcy Code pursuant to and under the Plan.

(c) Seller shall retain all liabilities of Seller other than the Assumed Liabilities. Without limiting the foregoing, Seller agrees to be responsible for Excluded Liabilities, and Seller agrees to pay the Excluded Liabilities in accordance with applicable bankruptcy laws.

(d) It is the intention of the parties that all assets of Seller other than Excluded Assets are to be included in the sale hereunder. Accordingly, if any asset of Seller, which asset is not an Excluded Asset, is not transferred to Buyer at Closing, in the sole discretion of Buyer, Seller shall cause it to be transferred to Buyer for no additional consideration, subject to Bankruptcy Court approval including any requirement to pay any Cure Amount (which Cure Amount shall be paid by Seller within ten days after Buyer’s written request from the Purchase Price or, if the Purchase Price has been exhausted, Buyer, in its sole discretion, may reach alternative arrangements with the counterparty due the Cure Amount), including assuming and assigning any executory contracts and unexpired leases.

2.2 Purchase Price. Subject to the terms of this Agreement, in consideration for the sale and transfer of the Transferred Assets:

(a) Buyer shall pay to Seller an aggregate amount in cash (such amount, the “**Cash Purchase Price**”) equal to the lesser of (A) the aggregate amount necessary to pay allowed claims against Seller in full after payment of allowed, unpaid pre-confirmation expenses of the bankruptcy and post-confirmation bankruptcy expenses approved by Buyer or approved by the Court (“**Bankruptcy Expenses**”), excluding postpetition interest on unsecured claims and excluding all claims of Buyer, or (B) \$87,000,000 minus the Assumed PTO Liability and the Pre-Closing Taxes and, if Buyer elects to designate Seller’s Medicare provider agreement with CMS as an “Assigned Contract” in accordance with Section 2.8, the Seller Cost Report Liabilities (the “**Closing Date Payment**”). In accordance with **Section 2.3**, Seller and Buyer shall determine the Closing Date Payment. At Closing Buyer shall deliver the Closing Date Payment by wire transfer of immediately available funds to the Escrow Agent to be administered and disbursed in accordance with this Agreement and the Confirmation Order. After the Closing, Escrow Agent shall disburse the Closing Date Payment to Seller (it being understood that such amount may exceed the Cash Purchase Price determined by alternative (A)) which Seller shall use to pay allowed claims (including the Excluded Liabilities to the extent allowed) and Bankruptcy Expenses. Upon payment in full of such Bankruptcy Expenses and allowed claims, any remaining cash shall be returned by Seller to Buyer in accordance with the Confirmation Order; and

(b) Buyer shall forgive all amounts due Buyer under the DIP Financing Agreement and the Bridge Financing Agreement (such forgiveness, together with the Cash Purchase Price, “**Purchase Price**”) by its execution and delivery of the Financing Release.

2.3 Valuation of Seller Cost Report Liabilities, Assumed PTO Liability and Pre-Closing Taxes. No later than three Business Days prior to Closing, Seller and Buyer shall meet and confer to prepare their joint calculation of the value as of the Closing Date of the Assumed PTO Liability and the Pre-Closing Taxes and, if Buyer elects to designate Seller’s Medicare provider agreement with CMS as an “Assigned Contract” in accordance with Section 2.8, the Seller Cost Report Liabilities. The foregoing calculation shall control for purposes of this Agreement.

2.4 The Closing. Subject to the terms and conditions set forth in this Agreement, the Closing shall take place on the Closing Date at the offices of Escrow Agent at 10:00 a.m., local time, or at such other place or at such other time as Buyer and Seller shall agree. At the Closing, the parties shall make the deliveries described below, provided that the obligation of each to do so shall depend upon the performance by the other party of its obligations hereunder:

(a) Seller shall deliver the following to Escrow Agent for delivery to Buyer in accordance with this Agreement:

- (i) the Bill of Sale duly executed by Seller;
- (ii) the General Assignment duly executed by Seller;

(iii) the Special Warranty Deeds, together with Affidavits of Property Value as required by Arizona law, each duly executed and acknowledged by Regional Care Services Corp., Casa Grande Community Hospital, and Casa Grande Regional Retirement Community, as applicable;

(iv) the Financing Release duly executed by Seller;

(v) a Non-Foreign Affidavit pursuant to Code Section 1445(b)(2) duly executed by Seller Regional Care Services Corp., Casa Grande Community Hospital, and Casa Grande Regional Retirement Community;

(vi) an ALTA extended coverage owner's policy of title insurance issued by First American Title Insurance Company ("**Title Insurer**"), including an owner's comprehensive endorsement and a survey endorsement with respect to the Survey (collectively, the "**Owner's Title Policy**") at the Closing or as soon thereafter as is reasonably possible. The Owner's Title Policy shall be issued by the Title Insurer in the amount reasonably determined by Buyer, be effective as of the Closing Date, and shall insure Buyer that fee simple title to the Owned Real Property is vested in Buyer free and clear of all liens and encumbrances, subject only to: (i) the usual printed exceptions and exclusions contained in such title insurance policies; (ii) the exceptions to title approved by Buyer; and (iii) any other matter approved in writing by Buyer or resulting from the acts of Buyer or Buyer's agents;

(vii) any consents required for the transfer of the Transferred Assets, which consents shall be in form and substance reasonably satisfactory to Buyer, including, without limitation, consents to the transfer of all licenses set forth on **Schedule III**, if required by their terms; and

(viii) payoff letters and releases with respect to Encumbrances on the Transferred Assets;

(ix) tax clearance or "good standing" certificates, dated not earlier than 30 days before the Closing Date, from the applicable Governmental Authorities of the City of Casa Grande, Pinal County, Arizona, the Arizona Department of Revenue with respect to Seller;

(x) an external hard drive (which shall be permanent and accessible, with a password selected by Buyer, with readily and commercially available software) containing, in electronic format, all documents posted to the datasite maintained by Hammond Hanlon Camp LLC on behalf of Seller at any time from the date of this Agreement through and including the Closing (the "**Data Room**") and

(xi) such other documents as may be reasonably necessary to consummate the transactions contemplated hereby or reasonably requested by Buyer.

(b) Buyer shall deliver the following to Escrow Agent for disbursement or delivery to Seller in accordance with this Agreement:

(i) a wire transfer of immediately available funds to the Escrow Agent in the amount of the Cash Purchase Price;

- (ii) the General Assignment duly executed by Buyer;
- (iii) the Financing Release duly executed by Buyer; and
- (iv) such other documents as may be reasonably necessary to consummate the transactions contemplated hereby.

2.5 Allocation of Purchase Price. Buyer shall deliver to Seller a schedule allocating the Purchase Price among the Transferred Assets no later than five (5) days prior to the Closing Date. Seller and Buyer shall report, for Tax and other relevant purposes (and shall defend in any Tax audit or contest), the sale of the Transferred Assets in a manner consistent with such allocation. Seller and Buyer agree to execute an Internal Revenue Service Form 8594 reflecting such allocation.

2.6 Payments or Assets Received by Seller After Closing. Seller shall hold any payments or other assets received after the Closing relating to accounts receivable or any other Transferred Assets in trust for the benefit of Buyer, and shall deliver same to Buyer within five (5) Business Days after receipt. In addition, any purchase price adjustments, as provided herein, shall be allocated based on the character of the adjustment to the Purchase Price as reasonably agreed to between Buyer and Seller.

2.7 Escrow. For the administration of the Closing, an escrow is hereby established with First American Title Insurance Company, a California corporation, 2425 East Camelback Road, Suite 300, Phoenix, Arizona 85106 Attn: Sheila Hunter, Facsimile: (602) 567-8101 (“**Escrow Agent**”). If the Closing does not occur as a result of a breach by any party hereunder, the breaching party shall pay any escrow cancellation charges; otherwise the parties shall each bear one-half of any escrow fees. This Agreement shall serve as escrow instructions to Escrow Agent and Escrow Agent shall execute this Agreement in the space provided below to indicate Escrow Agent's acceptance of and agreement to abide by the terms of this Agreement. The Sellers and Purchaser agree to execute such supplementary escrow instructions as may be reasonably required by Escrow Agent to enable the Escrow Agent to comply with the terms of this Agreement; provided, however that in the event of any conflict between the provisions of this Agreement and any supplementary escrow instructions, the terms of this Agreement shall prevail. In no event shall the parties be required to execute any supplementary escrow instructions that purport to exculpate Escrow Agent from its own negligent conduct, willful misconduct, breach of written instructions or bad faith acts.

2.8 Assigned Contracts.

(a) Buyer shall deliver written notice to Seller of the Contracts that Buyer has initially elected to designate as “Assigned Contracts” no later than February 28, 2014 to be included on the Contract Assumption Schedule no later than March 7, 2014. Seller shall obtain a Bankruptcy Court determination of the Cure Amounts for all such Contracts, upon required notice to Contract parties. Buyer shall provide Seller with a final Contract Assumption Schedule listing Assigned Contracts prior to the Confirmation Hearing.

(b) All Cure Amounts shall be satisfied as administrative expenses in Seller's Bankruptcy Case (A) to be cured within ten days after Closing by payment or provision for

payment of a liquidated sum, tender of which shall constitute a complete satisfaction of all claims arising from defaults (both monetary and non-monetary), or (B) pursuant to a Confirmation Order provision for segregating such sum to cure those defaults, following their liquidation as the Bankruptcy Court may deem necessary to constitute adequate assurance of prompt cure of defaults, or (C) curing those defaults in such time and in such manner as may be agreed by the Seller, Buyer and the counterparty to such contract or lease.

(c) Notwithstanding anything to the contrary contained herein, at Buyer's request, (A) Seller shall at any time up to the date of the Confirmation Hearing, supplement the list of Assigned Contracts on the Contract Assumption Schedule to add any contract or lease that was not previously listed thereon, in which case such contract or lease shall be, subject to the consent of Buyer in its sole discretion, as applicable, an Assigned Contract and Transferred Asset, or (B) Buyer may, in its sole discretion, at any time prior to the Closing remove from the list of Assigned Contracts any contract or lease listed thereon, in which case such contract or lease shall be an Excluded Asset and Excluded Liability. In the case of any contract or lease the existence of which was not disclosed to Buyer in reasonable detail prior to the date hereof (an "**Undisclosed Contract**"), Buyer may add such Undisclosed Contract to the list of Assigned Contracts at any time prior to the date of the Confirmation Hearing, and Seller shall take all actions desirable or necessary including filing any necessary or desirable motions or applications and obtaining any appropriate Orders from the Bankruptcy Court, in order to effectuate the assignment of such Undisclosed Contract to Buyer.

(d) No later than February 20, 2014, Buyer shall deliver written notice to Seller of Buyer's intent to designate Seller's Medicare provider agreement with CMS as an "Assigned Contract" in accordance with **Section 2.8(a)-(c)**. If Buyer deliver such notice, no later than February 25, 2014 Seller shall deliver to Buyer a draft supplement to **Schedule 3.19** (the "**Schedule 3.19 Supplement**") containing the disclosures necessary for the representations and warranties set forth in **Section 3.19** to be true and correct as of the date hereof and the Closing in the event Buyer proceeds to designate Seller's Medicare provider agreement with CMS as an "Assigned Contract" in accordance with **Section 2.8(a)-(c)**. If, following receipt of Seller's Schedule 3.19 Supplement, Buyer designates Seller's Medicare provider agreement with CMS as an "Assigned Contract" in accordance with **Section 2.8(a)-(c)**, the Schedule 3.19 Supplement shall become part of **Schedule 3.19** with the same effect as the original **Schedule 3.19** attached hereto as of the execution of this Agreement.

SECTION 3 REPRESENTATIONS AND WARRANTIES OF SELLER

Seller represents and warrants to Buyer as follows:

3.1 **Seller Organization and Authorization.** Each of Regional Care Services Corp., Casa Grande Community Hospital, Regional Care Physician's Group, Inc., Casa Grande Regional Retirement Community, and Casa Grande Community Hospital Foundation, Inc. is a nonprofit corporation duly incorporated and existing in good standing under the laws of the State of Arizona. Upon entry of the Confirmation Order, Seller has all requisite power and authority to enter into the Transaction Documents and to perform fully its obligations hereunder and thereunder. The execution and delivery of the Transaction Documents and the performance by Seller of its obligations hereunder and thereunder have been duly and validly authorized by all

necessary entity action. This Agreement is, and when executed and delivered in accordance with this Agreement, each other Transaction Document will be, a valid and binding obligation of Seller enforceable in accordance with its terms to the extent that Seller is a party thereto, except as such enforceability may be limited by bankruptcy, insolvency, reorganization and similar laws affecting creditors generally and by the availability of equitable remedies. Seller has all requisite power and authority to enter into this Agreement and, upon entry of the Confirmation Order, to assume and perform fully its obligations hereunder. This Agreement is a valid and binding obligation of Seller enforceable against Seller in accordance with its terms.

3.2 No Violations; Consents. The execution and delivery of the Transaction Documents and the performance by Seller of its obligations thereunder do not and will not conflict with or violate any provision of the articles of incorporation, bylaws or other organizational documents of Seller or Casa Grande Community Hospital Foundation, Inc. Subject to the effect of Seller's designation of contracts in accordance with **Section 2.8** and the Bankruptcy Case, except as set forth on **Schedule 3.2**, the execution and delivery of the Transaction Documents and the performance by Seller of its obligations thereunder do not and will not (a) conflict with or result in a breach of the terms, conditions or provisions of, (b) constitute a default under, (c) result in the creation of any Encumbrance upon the Transferred Assets pursuant to, (d) give any third party the right to modify, terminate or accelerate any obligation under, (e) result in a violation of, or (f) require any authorization, consent, approval, exemption or other action by or notice to any court or Governmental Authority or other third party, pursuant to, in each case, any law, statute, rule or regulation to which the Business is subject, or any agreement, instrument, order, judgment or decree to which the Business is subject or by which any of the Transferred Assets is bound, except for such filings as may be required under the HSR Act, the notification, hearing and report as may be required under the Day Act, the notification required under the WARN ACT, and such other authorization, consent, approval, exemption, actions or notices which, in the aggregate, would not have a Material Adverse Effect.

3.3 Seller's Business; Title to Assets. Except for Permitted Encumbrances and those Encumbrances listed on **Part I of Schedule 3.3**, Seller has good and marketable title to the Transferred Assets free and clear of all Encumbrances.

3.4 Compliance with Laws. Seller and Casa Grande Community Hospital Foundation, Inc. have operated the Business in compliance with all Laws, except where failure to be in compliance would not be expected to have a Material Adverse Effect. Neither Seller nor Casa Grande Community Hospital Foundation, Inc. has received notice from any Governmental Authority asserting Seller or Casa Grande Community Hospital Foundation, Inc. is not in compliance with any Laws within three years prior to the date of this Agreement. Seller possesses, and is in compliance with, all Governmental Permits necessary to the operation of its Business (all of which Governmental Permits are set forth on **Schedule 3.4**). Except as described on **Schedule 3.4**, (i) neither Seller nor Casa Grande Community Hospital Foundation, Inc. is a party to a deferred prosecution agreement, a settlement agreement with integrity provisions or a corporate integrity agreement with the Office of Inspector General of the Department of Health and Human Services, and (ii) neither Seller nor Casa Grande Community Hospital Foundation, Inc. has any ongoing reporting obligations pursuant to any settlement agreement entered into with any Governmental Authority. All patient records and, to the Knowledge of Seller, all financial records and other documents required to be maintained by

Seller have been continuously maintained by it for the longer of the applicable statute of limitations or for a period of at least five (5) years from the date of creation of such document.

3.5 Litigation. **Schedule 3.5** sets forth a true, complete and correct list of all actions, suits, arbitration proceedings, investigations, inquiries or other proceedings, whether governmental or non-governmental, relating to the Transferred Assets or Assumed Liabilities before any Governmental Authority for any period since December 31, 2010 that existed (regardless of whether settled) or that is pending or, to the Knowledge of Seller, has been threatened in writing. Except as set forth on **Schedule 3.5**, there is not in effect any order, judgment, decree, injunction or ruling of any Governmental Authority against, relating to or affecting Seller or Casa Grande Community Hospital Foundation, Inc., or any officer, director or employee thereof in his or her capacity as such, enjoining, barring, suspending, prohibiting or otherwise limiting the same from conducting or engaging in any aspect of the Business, or requiring Seller or Casa Grande Community Hospital Foundation, Inc. or any such officer, director or employee to take certain action with respect to any aspect of its or their business.

3.6 Material Contracts; Cure Schedule.

(a) **Schedule 3.6(a)** sets forth a complete and correct list of all Material Contracts other than Leases for Leased Real Property and customary purchase orders in the ordinary course of business. True and complete copies of all such Material Contracts (and with respect to any oral Material Contract a summary of the principal terms thereof) have been made available to Buyer. Except as set forth on **Schedule 3.6(a)**, Seller is in compliance with the terms thereof, and no default or event of default by Seller exists thereunder, except, in each case for such breaches or defaults that would not be expected to have a Material Adverse Effect. Except as set forth on **Schedule 3.6(a)**, Seller has not received any written notice of the intention of any party to terminate any Material Contract or that any party considers Seller to be in material breach or material default thereunder or in potential breach in a material respect or default thereunder.

(b) Seller reasonably believes in good faith, after due investigation and inquiry, that the amounts set forth on the Cure Schedule with respect to the Material Contracts (for the avoidance of doubt, including Leases for Leased Real Property) represent an accurate and complete statement of the amounts due and owing and unpaid in respect of monetary defaults under the Material Contracts. Except as set forth on **Schedule 3.6(b)**, no monetary defaults exist under any Material Contract other than the monetary defaults required to be cured pursuant to Section 365 of the Bankruptcy Code and listed on the Cure Schedule. To the Knowledge of Seller, no non-monetary defaults exist under any Material Contract other than the non-monetary defaults listed on the Cure Schedule.

3.7 Environmental and Safety Matters.

(a) Except as set forth on **Schedule 3.7**:

(i) Seller is and has been at all applicable times in compliance with all applicable Environmental Laws except as would not be expected to have a Material Adverse Effect, and has received no notice, report or information from any party regarding any liabilities

(whether accrued, absolute, contingent, unliquidated or otherwise), or any corrective, investigatory or remedial obligations, arising under applicable Environmental Laws with respect to the past or present operations or properties of the Business;

(ii) Seller has obtained, and is and has been in material compliance at all applicable times with all terms and conditions of, all Governmental Permits issued pursuant to Environmental Laws for the conduct of the Business and the occupation of any properties on which the Business has been conducted, except as would not be expected to have a Material Adverse Effect.

(iii) Seller has filed, and is and has been in material compliance at all applicable times with, all disclosures, reporting, and notifications, and applications required pursuant to Environmental Laws for the conduct of the Business and the occupation of any properties on which the Business has been conducted, except as would not be expected to have a Material Adverse Effect.

(iv) None of the following exists at Seller's properties (other than de minimis amounts of a consumer or institutional nature used in the typical and routine operation of the Transferred Asset in compliance with all applicable Environmental Laws and other Laws): hazardous or toxic materials, substances, pollutants, contaminants or waste; polychlorinated biphenyl-containing materials or equipment; underground storage tanks, asbestos, or petroleum products or by-products;

(b) Seller has made available to Buyer true and correct copies of all environmental or similar studies or reports conducted by Seller or in Seller's possession.

(c) The representations and warranties set forth in this **Section 3.7** are the sole and exclusive representations of Seller regarding environmental matters.

3.8 **Intellectual Property.**

(a) Set forth on **Schedule 3.8** is a true and complete listing of all Patent Rights, Trademark Rights, Copyrights software systems and other Intellectual Property (other than Trade Secrets or Know-How) used or necessary in connection with the conduct of the businesses of Seller that is owned by Seller as of the date hereof (the "**Owned Intellectual Properties**").

(b) Set forth on **Schedule 3.8** is a true and complete listing of all Patent Rights, Trademark Rights, Copyrights, software, documentation, technology, or other Intellectual Property which Seller licenses or otherwise has the right to use from third parties, other than software that is licensed pursuant to inbound "shrink-wrap" licenses and similar non-negotiated publicly available retail commercial binary code end-user licenses (the "**Licensed Intellectual Properties**").

(c) Except as set forth on **Schedule 3.8**, the Owned Intellectual Properties and the Licensed Intellectual Properties (other than Trade Secrets or Know-How) constitute all material intellectual property and information technology assets and properties used or necessary

in connection with the operation or conduct of the Business, except as would not be expected to have a Material Adverse Effect.

(d) Seller has good and marketable title to the Owned Intellectual Properties, free and clear of all Encumbrances, other than Permitted Encumbrances, and those Encumbrances listed on **Part I of Schedule 3.3**. Except as set forth on **Schedule 3.8**, Seller has the valid and enforceable right to use the Licensed Intellectual Properties in the manner the Licensed Intellectual Properties are used in connection with the Business as currently operated or conducted or proposed to be operated or conducted, free and clear of all Encumbrances, other than Permitted Encumbrances, and those Encumbrances listed on **Part I of Schedule 3.3**, except where the failure to have such valid and enforceable rights would not be expected to result in a Material Adverse Effect.

(e) To Seller's Knowledge, none of the Owned Intellectual Properties or the use thereof, nor Seller's use of the Licensed Intellectual Properties, nor Seller's conduct of the Business as it is currently conducted, violates or infringes the rights of any third party, except as would not be expected to have a Material Adverse Effect. Except as set forth on **Schedule 3.8**, there is no claim existing or threatened by any Person or any Legal Proceeding pending that relates to the use by Seller of the Owned Intellectual Property or the Licensed Intellectual Property or to the validity or enforceability of any intellectual property rights associated with the Owned Intellectual Property or the Licensed Intellectual Property. To Seller's Knowledge, no third party is violating or infringing upon any intellectual property rights associated with the Owned Intellectual Properties or the Licensed Intellectual Properties.

3.9 Labor Matters.

(a) **Schedule 3.9(a)** sets forth a complete list of all Employee Benefit Plans maintained by, established by, sponsored by, or contributed to by Seller or an ERISA Affiliate as of the Effective Date under which a Hired Employee (as defined in **Section 5.8**) is or may become eligible to participate or derive a benefit. With respect thereto, (i) to Seller's Knowledge, each such Employee Benefit Plan (and each related trust, insurance contract, or fund) has been maintained, funded and administered in accordance with the terms of such Employee Benefit Plan and, to the extent applicable, complies in form and in operation in all respects with the applicable requirements of ERISA and the Code; (ii) to Seller's Knowledge, no Employee Benefit Plans that are employee pension benefit plans (as defined in Section 3(2) of ERISA) are subject to Title IV of ERISA; (iii) to Seller's Knowledge, to the extent applicable, the Employee Benefit Plans meet all applicable requirements for favorable tax treatment under the Code in both form and operation; (iv) all contributions to or costs of providing benefits under the Employee Benefit Plans have been paid when due; (v) neither Seller nor, to Seller's Knowledge, its ERISA Affiliates contribute to or are obligated to contribute to any multiemployer plan (as defined in Section 4001(a)(3) of ERISA); (vi) each Employee Benefit Plan that is intended to be qualified under Section 401(a) of the Code has received a favorable determination letter from the Internal Revenue Service or is comprised of a master or prototype plan that has received a favorable opinion letter from the Internal Revenue Service, and, to Seller's Knowledge, no event has occurred since the date of such determination letter or opinion letter that would reasonably be expected to adversely affect the qualified status of such Employee Benefit Plan; (vii) except for health care continuation requirements under Section

4980B of the Code, as of the Closing Date neither Seller nor, to Seller's Knowledge, any ERISA Affiliate will have any obligation to provide post-employment health or life benefits (whether or not insured) to any current or former employee after his or her termination of employment; and (viii) to Seller's Knowledge, no Action or investigation with respect to the administration or the investment of the assets of any such Employee Benefit Plan (other than routine claims for benefits) is pending in each case.. Seller has furnished Buyer with a complete and accurate copy of each Employee Benefit Plan, the summary plan description for each Employee Benefit Plan (if the preparation of a summary plan description is required by ERISA), and a copy of the most recently filed Form 5500 for each Employee Benefit Plan for which such Form 5500 is required to be filed.

(b) Except as set forth in **Schedule 3.9(b)**, each of the following is true: (i) Seller is in compliance with all applicable Laws regarding employment and employment practices, terms and conditions of employment and wages and hours and occupational safety and health, and is not engaged in any unfair labor practice within the meaning of Section 8 of the National Labor Relations Act in all cases, and, there is no Action, grievance or other proceeding pending or, threatened in writing, or any investigation pending or threatened in writing against Seller relating to any claims thereof, and no basis exists for any such action, suit or legal, administrative, arbitration, grievance or other proceeding or governmental investigation except as would not be expected to have a Material Adverse Effect; and (ii) there are no charges, administrative proceedings or formal employee-related complaints (including, without limitation, wage-based allegations or discrimination allegations based upon sex, age, marital status, race, national origin, sexual preference, handicap or veteran status) pending or, threatened, or any investigation pending or threatened before a court or the Equal Employment Opportunity Commission or the Department of Labor or any other federal, state, or local agency.

(c) Neither Seller nor any Affiliate is a party to any Contract with any labor organization, and neither Seller nor any Affiliate has recognized or agreed to recognize and is not required to recognize any union or other collective bargaining unit. No union or other collective bargaining unit has been certified as representing any of the employees of Seller, nor has Seller or any Affiliate received any requests from any Person for recognition as a representative of the employees for collective bargaining purposes. To Seller's Knowledge, the employees of Sellers are not engaged in organizing activity with respect to any labor organization.

(d) **Schedule 3.9(d)** contains a true and complete list as of the date of this Agreement of the names, current position, current salary, accrued paid time off, vacation or sick time, and date of hire of each of Seller's employees.

(e) Casa Grande Community Hospital Foundation, Inc. does not have, nor has it had at any time in the past three years, any employees.

3.10 **Tax Returns; Taxes.** Each of Seller and Casa Grande Community Hospital Foundation, Inc. has filed or will timely file all material federal, state and local Tax Returns and Tax reports required by such authorities to be filed by Seller or Casa Grande Community Hospital Foundation, Inc. Each of Seller and Casa Grande Community Hospital Foundation, Inc. has paid all Taxes, assessments, governmental charges, penalties, interest and fines due or claimed to be due by any foreign, federal, state or local authority. There is no pending Tax

examination or audit of, nor any Action, suit, investigation or claim asserted or, to Seller's Knowledge, threatened against Seller or Casa Grande Community Hospital Foundation, Inc. by any federal, state or local authority; and neither Seller or Casa Grande Community Hospital Foundation, Inc. has been granted any extension of the limitation period applicable to any Tax claims.

3.11 Financial Statements; Undisclosed Liabilities. The Historical Financials attached as Schedule 3.11 hereto fairly present the financial position of Seller and Casa Grande Community Hospital Foundation, Inc. in all material respects as of the dates specified and the results of operations in all material respects for the periods covered thereby, and Seller and Casa Grande Community Hospital Foundation, Inc. do not have any material liabilities or obligations of any nature (absolute, accrued, contingent or otherwise) that are not either (a) reflected or fully reserved against on the Latest Financials or incurred in the Ordinary Course of the Business subsequent to the date of the Latest Financials or (b) set forth on the Schedules to this Agreement. All net accounts receivable reflected in the Latest Financials and recorded in the books and records of Seller and Casa Grande Community Hospital Foundation, Inc. after the date of the Latest Financials have arisen in the Ordinary Course of Business, represent legal, valid and enforceable obligations to Seller or Casa Grande Community Hospital Foundation, Inc., as applicable, and, subject only to consistently recorded reserves for contractual allowances and bad debts in a manner consistent with past practices of Seller or Casa Grande Community Hospital Foundation, Inc., have been or will be collectible or collectible in the aggregate recorded amounts thereof in accordance with their terms.

3.12 Interim Changes. Except as set forth on Schedule 3.12, since the date of the Latest Financials, there has been no:

(a) change in the condition, financial or otherwise, of Seller, which has had a Material Adverse Effect;

(b) loss, damage or destruction of or to any of the material Transferred Assets, whether or not covered by insurance;

(c) sale, lease, transfer or other disposition by Seller or Casa Grande Community Hospital Foundation, Inc. of, or mortgages or pledges of or the imposition of any Encumbrance on, any portion of the Transferred Assets, in case of Seller, or any material portion of its assets, in the case of Casa Grande Community Hospital Foundation, Inc.;

(d) increase in the compensation and benefits payable by Seller to any employees or directors of the Business, other than immaterial increases in salaries of employees of the Business below the director level or changes in the benefits provided under the Employee Benefit Plans made in the Ordinary Course of Business;

(e) adjustment or write-off of accounts receivables outside of the Ordinary Course of the Business or any change in the collection, payment or credit experience or practices of Seller;

(f) change in the Tax or cash basis accounting methods or practices employed or elections made by Seller or change in depreciation or amortization policies;

(g) merger, consolidation or similar transaction involving Seller or Casa Grande Community Hospital Foundation, Inc.;

(h) incurrence of indebtedness for borrowed money by Seller or Casa Grande Community Hospital Foundation, Inc. other than in the Ordinary Course of the Business;

(i) cessation of or interruption in the continuous operation of the Hospital, suspension or termination of the Hospital's status as a Medicare provider, or suspension or termination of the Hospital's state license to operate as a hospital; or

(j) new material liability that would have a material adverse effect on the Transferred Assets taken as a whole not disclosed by Seller as of the date of this Agreement (excluding liabilities to Buyer) for which Buyer is more likely than not to have successor liability if Closing occurs; or any quantification of liabilities with respect to any matter disclosed by Seller as of the date of this Agreement, where such liabilities are material, for which Buyer is more likely than not to have successor liability if Closing occurs.

3.13 Affiliate Interests. Except as disclosed on **Schedule 3.13**, none of Seller and Casa Grande Community Hospital Foundation, Inc. is a party to any transaction or agreement on terms more favorable than an arm's length third party transaction or agreement with (a) any employee, director, trustee, or officer of Seller or Casa Grande Community Hospital Foundation, Inc., (b) any relative of any such employee, director, trustee, or officer or (c) any Person that, directly or indirectly, is controlled by or under common control with such employee, director, trustee, or officer or relative thereof.

3.14 Real Property.

(a) **Schedule 3.14(a)** sets forth the address and description of each parcel of real property owned by Seller (together with all licenses, permits, easements, rights of way which are appurtenant thereto, the "**Owned Real Property**"). With respect to each parcel of Owned Real Property:

(i) except as set forth on **Schedule 3.14(a)**, Seller has fee simple title, free and clear of all Encumbrances, except Permitted Encumbrances, and those Encumbrances listed on **Part I of Schedule 3.3**;

(ii) except as set forth on **Schedule 3.14(a)**, Seller has not leased or otherwise granted to any Person the right to use or occupy such Owned Real Property or any portion thereof; and

(iii) except as set forth in **Schedule 3.14(a)**, to Seller's Knowledge, all of the buildings, structures, improvements and fixtures in or on the Owned Real Property are in a good state of repair, maintenance and operating condition and, except as so disclosed and except for normal wear and tear, there are no defects with respect thereto which would impair the day-to-day use of any such buildings, structures, improvements or fixtures.

(iv) except as set forth in **Schedule 3.14(a)**, such Owned Real Property or any condition or activity thereon, any plants, buildings, fixtures, or improvements located

thereon, or the use, operation or maintenance thereof as an acute care hospital is not (A) in violation of any law, rule, regulation, code or ordinance related to zoning, (B) in violation of the terms of any restrictive covenant or other encumbrance, or (C) dependent upon any zoning variance or non-conforming use exception.

(b) **Schedule 3.14(b)** sets forth the address and description of each parcel of real property leased by Seller (the “**Leased Real Property**”), and a true and complete list of all Leases for each such parcel of Leased Real Property. With respect to each parcel of Leased Real Property:

(i) Seller is in peaceful and undisturbed possession of the space or estate comprising each parcel of Leased Real Property and to Seller’s Knowledge there are no defaults by Seller or any other party under any Lease, except as would not be expected to have a Material Adverse Effect.

(ii) Seller has made available to Buyer a true and complete copy of each Lease; and

(iii) except as set forth in **Schedule 3.14(b)**, to Seller’s Knowledge, all of the buildings, structures, improvements and fixtures in or on the Leased Real Property are in a good state of repair, maintenance and operating condition and, except as so disclosed and except for normal wear and tear, there are no defects with respect thereto which would impair the day-to-day use of any such buildings, structures, improvements or fixtures.

(c) Except as set forth on **Schedule 3.14(c)**, Casa Grande Community Hospital Foundation, Inc. does not own or lease any real property, and all real property owned by Casa Grande Community Hospital Foundation, Inc. is free and clear of Encumbrances other than Permitted Encumbrances.

3.15 **Brokers**. Except as set forth on **Schedule 3.15**, no broker, finder or investment banker is entitled to any brokerage, finder’s or other fee or commission in connection with the transactions contemplated by this Agreement based upon arrangements made by or on behalf of Seller.

3.16 **Government and Commercial Payment Programs**.

(a) Seller has a current and valid provider contract with the Government Payment Programs and/or their fiscal intermediaries, administrative contractors or paying agents or is otherwise properly enrolled in the Government Payment Programs and complies with the conditions of participation or supplier conditions, as applicable, except to the extent that a failure to comply would not reasonably be expected to have a Material Adverse Effect. Each provider agreement to which Seller is a party is in full force and effect. Seller is entitled to receive, and is receiving payment under, the Government Payment Programs for services rendered to qualified beneficiaries and is not subject to any withholds or offsets in respect thereof, other than withholds or offsets in the Ordinary Course of Business. The Cost Reports for all Costs Report periods through June 30, 2013 have been timely filed. The Medicare Cost Reports have been audited and Notices of Program Reimbursement issued for all Cost Report periods through June 30, 2011. All amounts shown as due from Seller in the Cost Reports were remitted and all

amounts shown in the Notices of Program Reimbursement as due have been paid. The Hospital is duly accredited by DNV. There are no ongoing, or to Seller's Knowledge, threatened Actions that could materially impair such accreditations. Seller has provided or otherwise made available to Buyer complete and genuine copies of the most recent accreditation survey reports, deficiency lists, statements of deficiency, plans of correction and similar materials. Seller has taken or is taking all reasonable steps to correct any material deficiencies noted therein.

(b) Seller has not been excluded from participation in any Government Payment Programs, nor to the Seller's Knowledge is any such exclusion threatened. None of the officers, directors, employees, physicians or independent contractors of Seller has been excluded from participating in any Government Payment Program, nor to the Seller's Knowledge is any exclusion threatened or pending.

3.17 Privacy and Security Compliance.

(a) The Hospital is in material compliance with the applicable requirements of the regulations governing the privacy of individually identifiable health information and the regulations governing the security of such information maintained in electronic form promulgated pursuant to HIPAA (a "**HIPAA Requirement**"). The consummation of the transactions contemplated by this Agreement will not violate any HIPAA Requirement. To the Knowledge of Sellers, no HIPAA Requirement will impose any restrictions upon Purchaser's ability to use, possess, disclose, or transfer any personal data in the same manner the Seller or its Affiliates have used, possessed, disclosed, or transferred any such personal data. None of Seller or its Affiliates is in material violation of any HIPAA "business associate" type covenants in any Contract or amendment thereto. None of Seller or its Affiliates has received any complaint (written or otherwise), nor, to the Knowledge of Seller, has any complaint (written or otherwise) been made to any third party, from any patient or guardian thereof regarding the improper disclosure of such patient's protected health information by any of Seller, any Affiliate thereof, or any of their respective directors, trustees, officers, employees or agents.

(b) Sellers have delivered or made available to Purchaser accurate and complete copies of all written policies and procedures maintained by Seller since the date of formation or organization of Seller that relate to HIPAA Requirements or other privacy and personal data protection, including any such policies that relate to personal data from or about any directors, trustees, officers, employees, customers, suppliers, service providers, or any other Persons.

3.18 Medical Staff; Physician Relations. Seller has provided or otherwise made available to Buyer complete and genuine copies of the bylaws, policies, rules and regulations of the medical staff and medical executive committees of the Hospital. Seller has heretofore delivered to Buyer a list of (a) the name and age of each member of the medical staff of the Business (active, associate, consulting, courtesy or other), (b) the degree (M.D., D.O., etc.), title, specialty and board certification, if any, of each Hospital medical staff member, and (c) the number of current medical staff members in respect of whom any committee of the medical staff has recommended adverse action which is not yet final. Except as described on **Schedule 3.18**, Seller has no pending or, to Seller's Knowledge, threatened adverse actions (e.g., the revocation, denial or denial of reappointment of medical staff privileges) against any medical staff members

or applicants or allied health professionals, and all appeal periods in respect of any medical staff member or applicant against whom an adverse action has been taken have expired.

3.19 Health Care Laws. Except for the matters set forth on **Schedule 3.19** (as it may be supplemented in accordance with **Section 2.8(d)**), neither Seller nor the Hospital has engaged in any activities which are prohibited under any applicable Law relating to healthcare regulatory matters that would cause successor liability, including, without limitation: (1) 42 U.S.C. §§ 1320a-7, 7a and 7b, which are commonly referred to as the “**Anti-Kickback Statute**”; (2) 42 U.S.C. § 1395nn, which is commonly referred to as the “**Stark Statute**”; (3) 31 U.S.C. §§ 3729-3733, which is commonly referred to as the “**Federal False Claims Act**”; (4) 18 U.S.C. § 666, which is commonly referred to as the “**Federal Bribery Statute**”; and (5) any similar federal, state or local statutes or regulations.

3.20 Insurance. At all times since its formation, Seller has maintained insurance coverage on its assets, employees, officers, and managers with insurers, coverages, limits, and retentions as are commercially reasonable under the circumstances. **Schedule 3.20** sets forth a complete list of all insurance policies of Seller in force as of the date of this Agreement or at any time within the three years preceding such date (collectively, the “**Insurance Policies**”). Seller has provided to Purchaser true and complete copies all Insurance Policies set forth or required to be set forth on **Schedule 3.20**. To Seller’s Knowledge, Seller has reported in accordance with the processes under the applicable Insurance Policies all of the actual or potential circumstances or events (actual or potential) reportable under the Insurance Policies and such other occurrences that could reasonably be expected to lead to a possible claim under the Insurance Policies.

3.21 Patriot Act Compliance. Seller (i) is not acting, directly or indirectly, for or on behalf of any person, group, entity, or nation named by any Executive Order or the United States Treasury Department as a terrorist, “Specially Designated National and Blocked Person,” or other banned or blocked person, group, entity, nation, or transaction pursuant to any law, order, rule or regulation that is enforced or administered by the Office of Foreign Assets Control; and (ii) is not engaged in this transaction, directly or indirectly on behalf of, or instigating or facilitating this transaction, directly or indirectly on behalf of, any such person, group, entity or nation. Seller shall provide to Buyer, upon request, identifying information and other information reasonably requested by Buyer in its efforts to comply with such laws, orders, rules or regulations.

3.22 Regional Healthcare Ventures Asset Ownership. As of the date hereof, the only asset owned by Regional Healthcare Ventures, an Arizona corporation, is its interest in Cancer Treatment Services Arizona, LLC.

SECTION 4 REPRESENTATIONS AND WARRANTIES OF BUYER

Buyer represents and warrants to Seller as follows:

4.1 Organization and Authorization. Buyer is a nonprofit corporation duly existing in good standing under the laws of the State of Arizona. Buyer has all requisite corporate power and authority to enter into this Agreement and the General Assignment and to assume and perform fully its obligations hereunder. The execution and delivery of the Transaction

Documents and the performance by Buyer of its obligations thereunder have been duly and validly authorized by all necessary corporate action. This Agreement is, and when executed and delivered in accordance with the terms hereof, each of the other Transaction Documents will be, a valid and binding obligation of Buyer enforceable in accordance with its terms.

4.2 No Violations; Consents. The execution, delivery of the Transaction Documents and the performance by Buyer of its obligations thereunder do not and will not conflict with or violate any provision of the articles of incorporation and bylaws of Buyer. Except for such of the following as, individually or in the aggregate, would not be reasonably expected to have a material adverse effect on Buyer's ability to consummate the transactions contemplated hereby, the execution and delivery of the Transaction Documents and the performance by Buyer of its obligations hereunder and thereunder do not and will not (a) conflict with or result in a breach of the terms, conditions or provisions of, (b) constitute a default under, (c) result in the creation of any Encumbrance upon its assets pursuant to, (d) give any third party the right to modify, terminate or accelerate any obligation under, (e) result in a violation of, or (f) require any authorization, consent, approval, exemption or other action by or notice to any court or Governmental Authority or any third party pursuant to, in each case, any law, statute, rule or regulation or any agreement, instrument, order, judgment or decree to which Buyer is subject, except for such filings as may be required under the HSR Act or the Day Act and such authorization, consent, approval, exemption, actions or notices which, in the aggregate, would not have a Material Adverse Effect.

4.3 Brokers. No broker, finder or investment banker is entitled to any brokerage, finder's or other fee or commission in connection with the transactions contemplated by this Agreement based upon arrangements made by or on behalf of Buyer.

4.4 Sufficiency of Funds. Buyer has sufficient cash on hand or other sources of immediately available funds to enable it to make payment of the Cash Purchase Price and consummate the transactions contemplated by this Agreement.

4.5 Solvency. Immediately after giving effect to the transactions contemplated hereby, Buyer shall be solvent and shall: (a) be able to pay its debts as they become due; (b) own property that has a fair saleable value greater than the amounts required to pay its debts (including a reasonable estimate of the amount of all contingent liabilities); and (c) have adequate capital to carry on its business. No transfer of property is being made and no obligation is being incurred in connection with the transactions contemplated hereby with the intent to hinder, delay or defraud either present or future creditors of Buyer or Seller. In connection with the transactions contemplated hereby, Buyer has not incurred, nor plans to incur, debts beyond its ability to pay as they become absolute and matured.

4.6 Legal Proceedings. Except as set forth in **Schedule 4.6**, there are no actions, suits, claims, investigations or other legal proceedings pending or, to Buyer's knowledge, threatened against or by Buyer or any Affiliate of Buyer that challenge or seek to prevent, enjoin or otherwise delay the transactions contemplated by this Agreement.

4.7 Independent Investigation. Buyer has conducted its own independent investigation, review and analysis of the Business and the Transferred Assets, and acknowledges

that it has been provided adequate access to the personnel, properties, assets, premises, books and records, and other documents and data of Seller for such purpose. Buyer acknowledges and agrees that: (a) in making its decision to enter into this Agreement and to consummate the transactions contemplated hereby, Buyer has relied solely upon its own investigation and the express representations and warranties of Seller set forth in **Section 3** of this Agreement (including related portions of the Schedules to this Agreement) and in the Transaction Documents; and (b) neither Seller nor any other Person has made any representation or warranty as to Seller, the Business, the Transferred Assets or this Agreement, except as expressly set forth in **Section 3** of this Agreement (including the related portions of the Schedules to this Agreement) and in the Transaction Documents.

SECTION 5 COVENANTS OF PARTIES

5.1 **Conduct of Business.** Between the date of this Agreement and the Closing Date, except as expressly contemplated by this Agreement or otherwise consented to by Buyer in writing, Seller shall:

(a) conduct the Business only in the usual, regular and Ordinary Course of the Business;

(b) use commercially reasonable efforts to maintain in all material respects all of the structures, equipment, vehicles and other tangible personal property of the Business in its present condition, except for ordinary wear and tear and damage by unavoidable casualty;

(c) use commercially reasonable efforts to preserve and maintain all Intellectual Property used in the Business substantially in accordance with current business practices;

(d) use commercially reasonable efforts to preserve and maintain the rights, franchises, goodwill and relationships of its Employees, customers, lenders, suppliers, regulators and others having relationships with the Business; and

(e) not take any action that would cause any of the changes, events or conditions described in **Section 3.12** to occur.

5.2 **Access to Information.**

(a) **Buyer's Investigation.** Between the date of this Agreement and the Closing Date, Seller will upon request (i) give Buyer and its authorized representatives (including lenders, legal counsel and accountants) reasonable access during normal business hours to the offices, warehouses and other facilities and property of the Business and to Seller's books and records, (ii) permit Buyer and its authorized representatives to make such inspections thereof as Buyer may reasonably require, and (iii) furnish Buyer and its representatives and advisers with such financial and operating data and other information with respect to the Business and properties of the Business as Buyer may from time to time request; provided, however, that any such investigation shall be conducted in such a manner as not to interfere unreasonably with the operation of the Business. Buyer's right to rely on Seller's representation and warranties contained in this Agreement and in any certificate or other writing delivered by

Seller pursuant hereto shall not be affected or diminished by Buyer's knowledge of any untruth or inaccuracy in such representations and warranties acquired at any time on or before the Closing Date; provided, however, such right to rely shall not exist to the extent on or before February 28, 2014 Buyer had Knowledge of the untruth or inaccuracy in such representations and warranties.

(b) Confidentiality. If the transactions contemplated by this Agreement are not consummated (and in any event prior to the Closing Date), Buyer will maintain the confidentiality of all information and materials obtained from Seller and will treat all such information in accordance with the provisions of the Confidentiality Agreement dated as of October 9, 2013 between Buyer and Seller, the terms of which remain in full force and effect. Upon termination of this Agreement, Buyer and its representatives will return to Seller all materials obtained from Seller in connection with the transactions contemplated by this Agreement and all copies thereof.

(c) Updated Schedules. For the convenience of Buyer to aid in the efficient and effective transition of ownership of the Transferred Assets and with no effect whatsoever on the representations and warranties of Seller set forth in Section 3 or in the other Transaction Documents, Seller shall deliver to Buyer prior to Closing updated versions of the Schedules referenced in Section 3 of this Agreement (collectively, the "Updated Schedules"). The Updated Schedules shall accurately disclose all applicable exceptions to the Seller's representations and warranties set forth in Section 3 as of the Closing Date such that the representations and warranties set forth in Section 3, when read together with the Updated Schedules rather than the Schedules attached to this Agreement, shall be accurate in all respects at Closing.

5.3 Efforts to Consummate Transaction. The parties shall use their commercially reasonable best efforts to take or cause to be taken all such actions required to consummate the transactions contemplated hereby including, without limitation, such actions as may be necessary to obtain, prior to the Closing, all necessary governmental or other third party approvals and consents required to be obtained by Seller or Buyer in connection with the consummation of the transactions contemplated by this Agreement. For the avoidance of doubt, Seller shall transfer to Buyer (a) any and all rights it may have in the name "Casa Grande Regional Medical Center" and all derivations thereof, and (b) the Business telephone numbers, and shall assist and cooperate with Buyer in transferring such Transferred Assets. Buyer shall assume Seller's contract for purposes of payment of the local telephone service after the Closing Date.

5.4 Governmental Approvals and Consents.

(a) Each party hereto shall, as promptly as possible, use its commercially reasonable best efforts to obtain, or cause to be obtained, all consents, authorizations, orders and approvals from all Governmental Authorities that may be or become necessary for its execution and delivery of this Agreement and the performance of its obligations pursuant to this Agreement. Each party shall cooperate fully with the other party and its Affiliates in promptly seeking to obtain all such consents, authorizations, orders and approvals. The parties hereto shall not willfully take any action that will have the effect of delaying, impairing or impeding the receipt of any required consents, authorizations, orders and approvals. If required by the HSR

Act and if the appropriate filing pursuant to the HSR Act has not been filed prior to the date hereof, each party hereto agrees to make an appropriate filing pursuant to the HSR Act with respect to the transactions contemplated by this Agreement promptly after the date hereof and to supply as promptly as practicable to the appropriate Governmental Authority any additional information and documentary material that may be requested pursuant to the HSR Act.

(b) Seller and Buyer shall use commercially reasonable efforts to give all notices to, and obtain all consents from, all third parties that are described in Section 3.2 of the Schedules to this Agreement; *provided, however*, that neither Seller nor Buyer shall be obligated to pay any consideration therefor to any third party from whom consent or approval is requested other than the payment of Cure Amounts by Seller in accordance with this Agreement and the Plan. Notwithstanding the foregoing or any other provision of this Agreement to the contrary, in no event shall Buyer be obligated to, and Seller shall not without the prior written consent of Buyer, agree or proffer to divest or hold separate, or enter into any licensing, business restriction or similar arrangement with respect to, any assets (whether tangible or intangible) or any portion of any business of Buyer, any Affiliate of Buyer, Seller or any Affiliate of Seller.

(c) This Section 5.4(c) shall apply if Buyer designates Seller's Medicare provider agreement with CMS as an "Assigned Contract" in accordance with Section 2.8. In consultation with Seller, Buyer shall use commercially reasonable efforts to prepare documentation to be submitted by the Hospital to the applicable Governmental Authorities with respect to the matters disclosed in Schedule 3.19 and such other matters as may be requested by Buyer. Promptly following the completion of the documentation, Seller shall cause the Hospital to submit the documentation to the applicable Governmental Authorities. Thereafter, Seller and Buyer shall use commercially reasonable efforts to provide any additional information properly requested by the applicable Governmental Authorities. Seller shall not enter into any settlement with the applicable Governmental Authorities without Buyer's prior written consent, not to be unreasonably withheld.

5.5 Plan Support Agreement. Seller shall comply in all material respects with the Plan Support Agreement.

5.6 Liens and Judgments. Seller will release, discharge or terminate all Encumbrances affecting any of the Transferred Assets, and to file any and all necessary documents to effectuate such releases, satisfactions or terminations, including but not limited to release and reconveyances of deed of trust and UCC-3 termination statements, prior to the Closing Date. Seller will provide, to Buyer's reasonable satisfaction, evidence of such releases, satisfactions or terminations.

5.7 Bulk Sales Compliance. The parties hereby waive compliance with the provisions of any bulk sales, bulk transfer or similar Laws of any jurisdiction that may otherwise be applicable with respect to the sale of any or all of the Transferred Assets to Buyer.

5.8 Employee Matters.

(a) Seller will pay to employees employed in the Business all compensation, including salaries, commissions, bonuses, deferred compensation, severance, insurance,

pensions, profit sharing, vacation, sick pay and other compensation or benefits to which they are entitled for time periods through the Closing.

(b) Seller is responsible for maintenance and distribution of benefits accrued under any Employee Benefit Plan maintained by Seller pursuant to and if required by the provisions of such plans to employees employed in the Business for the time period ending on or before the Closing. Except as specifically provided in **Section 5.8(i)** with respect to COBRA continuation, Buyer assumes neither any liability for any such benefits nor any fiduciary or administrative responsibility to account for or dispose of any such accrued benefits under any Employee Benefit Plans maintained by Seller.

(c) All claims and obligations under, pursuant to or in connection with any welfare, medical, insurance, disability or other Employee Benefit Plans of Seller, or arising under any Law affecting employees of Seller incurred on or before the Closing Date or resulting or arising from events or occurrences occurring on or before the Closing Date (including, without limitation, any liability for (i) employees who have incurred a disability on or before the Closing Date, (ii) except as specifically provided in **Section 5.8(i)**, employees on or eligible for COBRA continuation, (iii) employees or dependents hospitalized on or before the Closing Date, and (iv) any retroactive assessment resulting from underfunding of any Employee Benefit Plan by any employer sponsors thereof prior to the Closing) will remain the responsibility of Seller, whether or not such employees are hired by Buyer after the Closing. Buyer will have, and will assume, no obligation or liability under or in connection with any such Employee Benefit Plan or, for any period prior to the Closing, arising under any such Law. Notwithstanding anything contained in this Agreement to the contrary, Buyer will have and will assume no obligations or liability arising from or related to the failure of any of the Employee Benefit Plans of Seller to comply with the applicable provisions of ERISA or any other law governing or applicable to such Employee Benefit Plans.

(d) All claims and obligations under, pursuant to or in connection with any compensation or bonus plan of Seller (including, without limitation, any phantom stock plan, stock plan, option plan, or other similar plan or arrangement) pursuant to which any employee, director or officer of Seller receives or is entitled to receive compensation, in any form, solely as a result of the consummation of the transactions contemplated by this Agreement will remain the responsibility of Seller, whether or not the employees participating in such plans are hired by Buyer after the Closing. Buyer will have, and will assume, no obligation or liability under or in connection with any such plan.

(e) Buyer shall offer at-will employment, effective on the Closing Date, to all of the employees of Seller, but only to the extent the employees (i) are employed by Seller on the day preceding the Closing Date, (ii) were never involuntarily terminated by Buyer, (iii) are not on leave for long-term disability as of the Closing Date, (iv) either (A) are not on workers' compensation leave as of the Closing Date or (B) are on workers' compensation leave as of the Closing Date and were eligible for FMLA job-protected leave at any time within thirty days before the Closing Date, and (iv) are deemed satisfactory to Buyer following customary background checks (including prior work history with Buyer) and using standards consistent with Buyer's practices generally in the State of Arizona (collectively, "**Hired Employees**"). All Hired Employees shall enter into a new employment relationship with Buyer, subject to terms

and conditions established by Buyer, *provided* that each Hired Employee shall receive appropriate recognition for his or his years of service with Seller and, for six months following the Closing, shall be eligible to receive a salary that is no less favorable than the salary provided by Seller immediately prior to the Closing Date and shall be covered under benefit plans comparable to those afforded to similarly-situated Buyer employees, including full credit for eligibility and vesting purposes for each Hired Employee's years of service with the Seller, waiver of all limitations as to preexisting conditions, exclusions and waiting periods that otherwise might have applied to the Hired Employees and their dependents. Following the sixth month after the Closing, Buyer is entitled to make adjustments for individual Hired Employees under Buyer's compensation management system, *provided* that Buyer may make such an adjustment sooner if the adjustment is favorable to the individual Hired Employee and the individual Hired Employee consents to the adjustment. While Buyer shall maintain the position and salary of all employees of Seller for at least six months following Closing, Buyer is nonetheless permitted to terminate the at-will employment of any Hired Employee at any time for cause or for performance-based reasons in accordance with Buyer's policies and procedures.

(f) Except for Assumed PTO Liability, Buyer shall have no responsibility for any payroll Taxes, accrued vacation pay, fringe benefits or other prepaid or deferred obligations for any employee of Seller who enters into the employment of Buyer arising from any period before such employee enters into an employment relationship with Buyer.

(g) Seller shall notify each of the Hired Employees of his or her right under Arizona law to receive payment of all amounts owing to them in respect of vacation, holiday, personal time off and sick pay as of the Closing Date (collectively, "**PTO Liability**"), and give them the right to waive such right. Seller shall pay all Hired Employees who do not elect to waive such right all PTO Liability owed to them as of the Closing Date and all taxes thereon, and Buyer shall assume, and give those Hired Employees who waive such right credit for, the remaining PTO Liability, and pay all taxes thereon (collectively with such taxes, the "**Assumed PTO Liability**"). For all purposes of this Agreement, the monetary value of the Assumed PTO Liability for each Hired Employee shall be calculated using the initial salary offered by Buyer to, and accepted by, the Hired Employee. In the event a Hired Employee whose waiver of PTO Liability was taken into account in determining the Assumed PTO Liability in accordance with **Section 2.3** does not accept and commence employment with Buyer in accordance with the terms and conditions of employment offered by Buyer (a "**Revoking Employee**"), Buyer shall promptly notify Seller of same and pay over to Seller the amount included in the Assumed PTO Liability determined in accordance with **Section 2.3** ("**PTO Adjustment Amount**"), Seller shall within the time required by law pay to the Revoking Employee all PTO Liability owed to him or her as of the Closing Date and all taxes thereon, and Buyer shall be deemed not to have assumed any PTO Liability in respect of the Revoking Employee.

(h) On the Closing Date, Seller shall terminate all employees. Any notification required by any Laws governing layoffs or terminations, including, without limitation, the WARN Act, shall be given by Seller at the time and in the manner required by Laws, including the WARN Act, in connection with the transactions contemplated by this Agreement. Compliance with all such Laws with respect to persons for periods prior to and including the Closing Date shall be Seller's sole responsibility and liability, and shall be Buyer's sole responsibility and liability for all periods after Closing.

(i) Health Care Continuation Coverage. Notwithstanding any other provision to the contrary, this **Section 5.8(i)** supplements any other provisions of this Agreement related to the same subject matter. Seller intends that all Employee Benefit Plans that are group health plans shall be terminated in connection with the transaction described in this Agreement. Accordingly, Buyer and Seller hereby agree that if Closing occurs Buyer shall make COBRA Coverage (as hereinafter defined) available to all of Seller's "qualified beneficiaries," as such term is defined by COBRA (26 U.S.C. § 4980B(g)(1) and 29 U.S.C. § 1167(3)) (the "Qualified Beneficiaries"), in accordance with the provisions of COBRA and, accordingly, Buyer shall cause one or more of the group health plans of Buyer or Buyer's ERISA Affiliates to make COBRA Coverage available to the Qualified Beneficiaries. For purposes of this Section, the term "COBRA Coverage" means the health insurance coverage required to be offered pursuant to COBRA. This Section shall survive the Closing.

(j) In-Kind Rollovers of Participant Loans. Seller shall take any and all action as may be required, including adopting amendments to its Employee Benefit Plans that are 401(k) plans or 403(b) plans, to permit each Hired Employee to receive an "eligible rollover distribution" (within the meaning of Section 401(a)(31) of the Code) of their entire account under the Seller's 401(k) plan and/or 403(b) plan, in cash or, in the case of an outstanding balance of any plan loans thereunder, in-kind, and if Closing occurs Buyer shall take any and all action as may be required, including adopting amendments to Buyer's 401(k) plan and/or 403(b) plan, to permit each Hired Employee to make an "eligible rollover contribution" of such eligible rollover distribution in cash and, where applicable, in-kind.

5.9 Cost Reports. From and after Closing:

(a) If Buyer elects to designate Seller's Medicare provider agreement with CMS as an "Assigned Contract" in accordance with **Section 2.8**:

(i) Buyer, with the reasonable assistance of Seller, shall prepare and timely file consistent with current Laws all Cost Reports relating to the Hospital for periods ending on or prior to the Closing Date or required as a result of the transfer of the Assets to Buyer and the consummation of the transactions described herein ("**Seller Cost Reports**").

(ii) Buyer shall enjoy, exercise and bear all rights and liabilities related to or in respect of the Seller Cost Reports including any amounts receivable or payable in respect of such reports, but excluding all liabilities and obligations that arise as a result of any violation by Seller or any Affiliate of Seller of any applicable Law. Such rights shall include, without limitation, the right to appeal any determinations relating to the Seller Cost Reports. Seller shall promptly remit to Buyer any receipts of funds relating to the Seller Cost Report Assets promptly after receipt by Seller (and in all events within ten (10) Business Days after receipt by Seller). Seller will cooperate with Buyer in regard to the preparation, filing, handling, and appeal of any Seller Cost Reports. Such cooperation shall include the providing of statistics regularly maintained by the Hospital, obtaining copies of files retained at the Hospital, and coordinating with Buyer pursuant to reasonable notice with respect to Medicare and Medicaid exit conferences or meetings. Buyer shall retain the originals of the Seller Cost Reports, correspondence, work papers, and other documents relating to the Seller Cost Reports. Buyer

will furnish copies of such cost reports, correspondence, work papers, and other documents to Seller upon request.

(b) If Buyer does not elect to designate Seller's Medicare provider agreement with CMS as an "Assigned Contract" in accordance with Section 2.8:

(i) Seller, with the reasonable assistance of Buyer, shall prepare and timely file consistent with current Laws all Seller Cost Reports. Buyer shall forward to Seller any and all correspondence relating to the Seller Cost Reports (including demands for payment) within five (5) Business Days after receipt by Buyer.

(ii) Seller shall promptly remit to Buyer any receipts of funds relating to the Seller Cost Report Assets promptly after receipt by Seller (and in all events within ten (10) Business Days after receipt by Seller). Seller shall retain all Seller Cost Report Liabilities.

(iii) At its election, Buyer shall have the right to participate in any appeal of any determinations relating to the Seller Cost Reports. Buyer will cooperate with Seller in regard to the preparation, filing, handling, and appeal of any Seller Cost Reports. Such cooperation shall include the providing of statistics regularly maintained by the Hospital, obtaining copies of files retained at the Hospital, and coordinating with Seller pursuant to reasonable notice with respect to Medicare and Medicaid exit conferences or meetings. Seller shall retain the originals of the Seller Cost Reports, correspondence, work papers, and other documents relating to the Seller Cost Reports. Seller will furnish copies of such cost reports, correspondence, work papers, and other documents to Buyer upon request.

5.10 Post-Closing Buyer Commitments.

(a) Commitment to Maintain Hospital. For at least five (5) years from and after the Closing Date and unless otherwise agreed by Seller, Buyer shall use its commercially reasonable best efforts to maintain the Hospital as an accredited general service hospital serving the city of Casa Grande and Pinal County. After Closing, Buyer shall use its commercially reasonable best efforts to institute health, wellness and outreach programs consistent with Buyer's approach to the other communities it serves, and to deploy Buyer's care management and quality infrastructure in the Hospital so that the care provided is similar to all other Buyer hospitals. After Closing, Buyer shall incorporate the Hospital into Buyer's standard capital allocation process for prioritizing and funding the capital needs of Buyer's facilities.

(b) Advisory Board. After the Closing, Buyer shall maintain an advisory board to advise Buyer's local management team on matters of community need and interest. The advisory board shall be composed of community representatives and shall hold meetings no less frequently than quarterly. Such advisory board shall (i) participate in the development of the Hospital's strategic plan and assessment of community needs, subject in all respect to Buyer's mission, vision and values and (ii) provide input to Buyer's management team on Buyer's selection of the Hospital's Chief Executive Officer from time to time. However, any differences concerning the foregoing matters shall be resolved conclusively by Buyer.

(c) Key Services at the Hospital. After the Closing, Buyer shall use its commercially reasonable best efforts to (i) maintain key services at the Hospital, including,

without limitation, Women's and Infants' Services, Emergency, and Interventional Cardiology STEMI program, (ii) obtain a trauma designation for the Hospital and incorporate the Hospital into Buyer's trauma network, (iii) obtain a Level 2 designation for the Hospital's nursery, and (iv) incorporate the Hospital into Buyer's e-ICU program and as reasonably practicable implement other enhanced TeleHealth capabilities at the Hospital.

(d) Casa Grande Community Hospital Foundation, Inc. At Closing, Buyer shall become the sole member of Casa Grande Community Hospital Foundation, Inc. After Closing, Buyer shall maintain Casa Grande Community Hospital Foundation, Inc. in its present form under the management of the Banner Health Foundation, substantially maintain the existing Foundation Board in place, and endeavor to ensure continued operation of the Foundation consistent with donor intent and applicable tax and non-profit laws. However, at any time after Closing if Casa Grande Community Hospital Foundation, Inc. ceases to raise sufficient funds to cover its operating expenses (including its own out-of-pocket expenses and a reasonable allocation of expense of Buyer or its Affiliates) for any fiscal year, Buyer may merge Casa Grande Community Hospital Foundation, Inc. into Banner Health Foundation, which by operation of law in connection with the merger would become responsible to honor donor intent with respect to restricted funds of the Foundation, or make any other changes to Casa Grande Community Hospital Foundation, Inc., including, without limitation, termination of its existence.

(e) Nose Insurance Coverage for Hospital Physicians. For each physician employee of the Hospital who becomes an employee of Buyer on the Closing Date following Buyer's customary underwriting practices with respect to prospective physician employees, Buyer shall obtain "nose coverage" insurance covering any and all incidents that occurred prior to their coverage under Buyer's claims made policy. No later than April 1, 2014, Seller shall furnish to Buyer the following with respect to each physician employee of the Hospital as of April 1, 2014: (i) a current curriculum vitae, (ii) a certificate of insurance from the current professional liability insurance carrier showing limits and retroactive coverage date, and (iii) a loss run from such current carrier.

(f) New Medicare Provider Agreement With CMS Shall Not Delay Closing. If Buyer elects not to designate Seller's Medicare provider agreement with CMS as an "Assigned Contract" in accordance with **Section 2.8**, Buyer hereby covenants that its efforts to obtain a new Medicare provider agreement with CMS shall not delay closing.

(g) Assistance Post Closing. Buyer hereby covenants that for purposes of winding down Seller post-Closing, Buyer shall provide (i) reasonable access to Hospital records and (ii) reasonable time and support from Hired Employees in connection with winding down Seller post-Closing, and shall otherwise cooperate reasonably in connection therewith.

5.11 Responsibility for Certain Taxes. In prorating real estate and personal property taxes, the portion of the tax period that begins before and includes the Closing Date shall be referred to as the "**Pre-Closing Tax Period**" and the portion of the tax period beginning the day after the Closing Date shall be referred to as the "**Post-Closing Tax Period**." All real estate and personal property taxes shall be based on the most recently available tax rate and valuation and shall be allocated to the Pre-Closing Tax Period and the Post-Closing Tax Period based upon a fraction, the numerator of which is the number of calendar days in the period ending on the close

of the Closing Date, in the case of an allocation to a Pre-Closing Tax Period, or the number of calendar days in the period beginning the day following the Closing Date and ending on the last day of the period, in the case of an allocation to a Post-Closing Tax Period, and in each case the denominator of which is the number of calendar days in the entire period. Seller shall be responsible and liable for such taxes allocable to the Pre-Closing Tax Period and Buyer shall be entitled to a credit for such taxes against the Cash Purchase Price ("**Pre-Closing Taxes**"). Buyer shall be responsible and liable for such taxes allocable to the Post-Closing Tax Period.

SECTION 6 CLOSING CONDITIONS

6.1 Obligation of Buyer to Close. The obligation of Buyer to close the transactions contemplated hereby shall be subject to the fulfillment and satisfaction, prior to or at the Closing, of the following conditions, or the written waiver thereof by Buyer:

(a) Representations and Covenants. The representations and warranties of Seller contained in this Agreement and in any certificate or other writing delivered by Seller pursuant hereto (i) that are qualified by materiality or Material Adverse Effect shall be true and correct, and (ii) that are not qualified by materiality or Material Adverse Effect shall be true and correct in all material respects, in each case at and as of the Closing Date as if made at and as of such date (except that representations and warranties that by their terms speak as of the date of this Agreement or some other date need be true and correct, or true and correct in all material respects, as the case may be, only as of such specified date). The covenants, obligations and agreements required under this Agreement to be performed by Seller (i) that are qualified by materiality or Material Adverse Effect shall have been performed, and (ii) that are not qualified by materiality or Material Adverse Effect on or prior to the Closing Date shall have been performed in all material respects, on or prior to the Closing Date.

(b) No Injunction. No stay of the Confirmation Order shall be in effect and no injunction or restraining order shall be in effect that forbids or enjoins the consummation of the transactions contemplated by this Agreement, no proceedings for such purpose shall be pending, and no federal, state, local or foreign statute, rule or regulation shall have been enacted that prohibits, restricts or delays the consummation of the transactions contemplated hereby.

(c) Approvals. All governmental and third party approvals, consents, permits or waivers necessary for consummation of the transactions contemplated by the Agreement or the financing thereof, and all Governmental Permits required for the operation by Buyer of the Business, shall have been obtained in form and substance satisfactory to Buyer. In addition, any waiting period (and any extension thereof) under the HSR Act applicable to the transaction contemplated by this Agreement shall have expired or been terminated, or approval of the relevant Governmental Authority otherwise obtained

(d) Consents. Any consents required for the transfer of the Transferred Assets shall have been obtained in form and substance reasonably satisfactory to Buyer.

(e) Liens. All Encumbrances (other than Permitted Encumbrances) on the Transferred Assets shall have been released in a manner satisfactory to Buyer.

(f) Plan Confirmation Order. The Plan shall be consistent with this Agreement. The Confirmation Order shall be reasonably acceptable in form and substance to Buyer. The Plan or Confirmation Order shall include findings of fact and conclusions of law or other provisions binding upon creditors, among others:

(i) the Bankruptcy Court has core jurisdiction to approve the sale of Transferred Assets to Buyer;

(ii) due and proper notice of the sale was given to all parties entitled thereto;

(iii) the Plan complies with the requirements of Section 1129 of the Bankruptcy Code, including, inter alia, good faith and the best interests of creditors;

(iv) the Assigned Contracts are executory contracts and unexpired leases;

(v) approving the sale of the Transferred Assets to Buyer on the terms and conditions set forth in this Agreement, and authorizing Seller to proceed with this Transaction;

(vi) providing that the Transferred Assets are transferred to Buyer free and clear of all Encumbrances, including all liens, claims, interests, obligations and encumbrances whatsoever;

(vii) no third party consents are needed for closing other than consents from Governmental Authorities listed on Schedule 3.2;

(viii) the assumption and assignment of the Assigned Contracts is authorized, Buyer has provided adequate assurance of future performance of all Assigned Contracts, and (A) each default to be cured as a prerequisite to assumption and assignment has been liquidated and determined as the Cure Amount specified by the Bankruptcy Court prior to the Confirmation Hearing, to be cured as an administrative expense in Seller's Bankruptcy Case within ten days after Closing by payment or provision for payment of a liquidated sum, tender of which shall constitute a complete satisfaction of all claims arising from defaults (both monetary and non-monetary), or (B) provision for segregating such sum to cure those defaults, following their liquidation as the Court may deem necessary to constitute adequate assurance of prompt cure of defaults, or (C) authorizing the curing of those defaults in such time and in such manner as may be agreed by the Buyer and the counterparty to such contract or lease;

(ix) overruling all objections to the sale to Buyer and any other objections to confirmation of the Plan and entry of the Confirmation Order, and authorizing the parties to Close;

(x) finding that any objections to the assumption and assignment of the Assigned Contracts which have not been withdrawn, are overruled or the interests of such objections have been otherwise satisfied or adequately provided for by the Bankruptcy Court;

(xi) providing that Buyer shall not incur any liability as a successor to Seller to the maximum extent permitted by law unless such liability is expressly assumed and permanently enjoining each and every holder of any claim for such liabilities from commencing, continuing or otherwise pursuing or enforcing any remedy, claim, cause of action or encumbrance against Buyer or the Transferred Assets related thereof;

(xii) the Bankruptcy Court shall retain jurisdiction for the purpose of enforcing the provisions of the Confirmation Order including, without limitation, compelling delivery of the Transferred Assets to Buyer and protecting Buyer against any liens, claims, interests, obligations and encumbrances against Seller or the Transferred Assets;

(xiii) finding that there are no brokers involved in consummating the sale and no brokers' commissions are due, other than the broker and broker's commission disclosed in **Schedule 3.15** and approved by the Bankruptcy Court;

(xiv) authorizing and directing Seller to execute, deliver, perform under, consummate and implement this Agreement, together with all additional instruments and documents that may be reasonably necessary or desirable to implement the foregoing;

(xv) containing such other findings and provisions as may be reasonably requested by Buyer, which findings and provisions Seller shall use its best efforts to obtain, including the good faith of the Transaction and fair value of Buyer's consideration for the Transferred Assets, and Buyer's entitlement to the provisions of Section 363(m) of the Bankruptcy Code;

(xvi) to the extent applicable, that the provisions of Bankruptcy Code Section 363(b)(1)(B) and Bankruptcy Rule 6004(g) were fully satisfied; and

(xvii) finding that the Transaction qualifies for the special tax provisions of Section 1146(a) of the Bankruptcy Code.

(g) Seller shall use commercially reasonable efforts to obtain entry of the Confirmation Order in the form described hereto. Buyer's obligations to consummate the transactions contemplated herein shall be conditioned upon the Bankruptcy Court's entry of the Confirmation Order in form and substance satisfactory to Buyer. To the extent that there is any inconsistency between this paragraph and the Confirmation Order, the Confirmation Order shall govern.

(h) Deliveries. Seller shall have delivered the Bill of Sale, Assignment Agreement, the Special Warranty Deeds and such other documents or items required to be delivered by Seller at Closing under this Agreement or as Buyer or its counsel may reasonably request to evidence the transactions contemplated hereby.

6.2 Obligation of Seller to Close. The obligation of Seller to close the transactions contemplated hereby shall be subject to the fulfillment and satisfaction, prior to or at the Closing, of the following conditions, or the written waiver thereof by Seller:

(a) Representations and Covenants. The representations and warranties of Buyer contained in this Agreement and in any certificate or other writing delivered by Buyer pursuant hereto shall be true and correct, in each case at and as of the Closing Date as if made at and as of such date (except that representations and warranties that by their terms speak as of the date of this Agreement or some other date need be true and correct, or true and correct in all material respects, as the case may be, only as of such specified date). The covenants, obligations and agreements required under this Agreement to be performed by Buyer on or prior to the Closing Date shall have been performed, on or prior to the Closing Date.

(b) No Injunction. No stay of the Confirmation Order shall be in effect and no injunction or restraining order shall be in effect which forbids or enjoins the consummation of the transactions contemplated by this Agreement, no proceedings for such purpose shall be pending, and no federal, state, local or foreign statute, rule or regulation shall have been enacted which prohibits, restricts or delays the consummation of transactions contemplated hereby.

(c) Approvals. All material governmental and third party approvals, consents, permits or waivers necessary for consummation of the transactions contemplated by this Agreement. In addition, any waiting period (and any extension thereof) under the HSR Act applicable to the transaction contemplated by this Agreement shall have expired or been terminated, or approval of the relevant Governmental Authority otherwise obtained.

(d) Deliveries. Buyer shall have delivered the Assumption Agreement and such other documents as Seller or its counsel may reasonably request to evidence the transactions contemplated hereby.

SECTION 7 MISCELLANEOUS

7.1 Termination.

(a) This Agreement may be terminated at any time prior to the Closing, and the automatic stay shall not bar such termination or the giving of notice to terminate:

(i) by mutual written consent of Buyer and Seller; or

(ii) by either Buyer or Seller in the event that a condition to the terminating party's obligations to close the transactions contemplated by this Agreement shall become incapable of satisfaction; provided, however, that no party shall be entitled to terminate this Agreement in the event that the failure of the Closing to occur or any condition to Closing to be satisfied shall be attributable to such party's breach of this Agreement; and, provided further, that a termination pursuant to this **Section 7.1(b)(ii)** shall not constitute a waiver of any rights at law or at equity;

(iii) by Buyer at any time until February 28, 2014, if Buyer determines in its commercially reasonable discretion that it is no longer commercially reasonable to proceed to Closing; or

(iv) by Buyer at any time if any Action is commenced or threatened to be commenced by any Governmental Authority under any applicable federal or state antitrust

Law seeking to enjoin, modify or otherwise prohibit the transactions contemplated by this Agreement; or

(v) by either party if the Closing shall not have occurred by June 30, 2014, as such date may be extended by written agreement of Seller and Buyer.

(b) Effect of Termination. Upon the termination of this Agreement pursuant to **Section 7.1**:

(i) Buyer shall promptly cause to be returned to Seller all documents and information obtained in connection with this Agreement and the transactions contemplated by this Agreement and all documents and information obtained in connection with Buyer's investigation of the Seller's Business, operations and legal affairs, including any copies made by Buyer of any such documents or information; and

(ii) with the exception of the confidentiality provisions set forth in **Section 5.2** hereof, all covenants, representations and warranties set forth in this Agreement shall terminate and expire, and shall cease to be of any force or effect, as of the date of termination, and neither party hereto shall have any obligation or liability to the other party hereto, *provided, however*, that nothing herein shall relieve any party from liability for any breach of any covenants, representations and warranties contained in this Agreement.

7.2 Notification; Publicity. No notification or press release or other public announcement concerning this Agreement or the transactions contemplated hereby shall be made without advance approval thereof by Seller and Buyer, except as required by law or legal process.

7.3 Notices. All notices, demands and other communications to be given or delivered under or by reason of the provisions of this Agreement will be in writing and will be deemed to have been given (a) when delivered if personally delivered by hand (with written confirmation of receipt), (b) when received if sent by a nationally recognized overnight courier service (receipt requested), or (c) when receipt is acknowledged by an affirmative act of the Party receiving notice, if sent by facsimile, telecopy or other electronic transmission device (provided that such an acknowledgement does not include an acknowledgment generated automatically by a facsimile or telecopy machine or other electronic transmission device). Notices, demands and communications to Buyer and Seller will, unless another address is specified in writing, be sent to the address indicated below:

If to Seller:

Regional Care Services Corp.
1800 E. Florence Blvd.
Casa Grande, AZ 85122
Attention: President
Facsimile No.: (520) 381-6435
Telephone: (520) 381-6519
Email: RCurphy@cgrmc.org

With a copy, which shall not constitute notice, to:

Brownstein Hyatt Farber Schreck, LLP
410 17th Street
Suite 2200
Denver, CO 80202
Attention: Michael W. King
Facsimile No.: (303) 223-0930
Telephone: (303) 223-1130
Email: mking@bhfs.com

If to Buyer:

1441 N. 12th Street
Phoenix, AZ 85016
Attention: Senior Vice President/Chief Financial Officer
Telephone: 602 747-4727
Email: Dennis.Dahlen@bannerhealth.com

and

Banner Health
1441 N. 12th Street
Phoenix, AZ 85016
Attention: Senior Vice President/General Counsel
Facsimile No.: 602 747-4528
Telephone: 602 747-4130
Email: David.Bixby@bannerhealth.com

With a copy, which shall not constitute notice, to:

Matthew C. Sweger
Lewis Roca Rothgerber LLP
One South Church Avenue, Suite 700
Tucson, AZ 85701-1611
Facsimile No: 520 879-4722
Telephone: 520 629-4431
Email: MSweger@LRRLaw.com

or at such other address or addresses as Buyer and Seller as the case may be, may specify by written notice given in accordance with this **Section 7.3**.

7.4 **Mutual Cooperation; Further Assurances.** The parties hereto shall cooperate with each other to achieve the purpose of this Agreement and shall execute such other and further documents and take such other and further actions as may be necessary or convenient to effect the transaction described herein. From time to time after the Closing, each party will timely execute and deliver to the other such instruments of sale, transfer, conveyance, assignment and

delivery, and such consents, assurances, powers of attorney and other instruments as may be reasonably requested by such party or its counsel in order to vest in Buyer all right, title and interest of Seller in and to the Transferred Assets and otherwise in order to carry out the purpose and intent of this Agreement.

7.5 Non-Assignable Assets. Notwithstanding anything contained in this Agreement to the contrary, this Agreement shall not constitute an agreement to transfer, sublease or assign any Contract if any such attempted transfer, sublease or assignment, without the consent of any third party, would constitute a breach thereof or would in any way materially and adversely affect the rights of Buyer or the obligations of Seller thereunder following the Closing. Seller shall use commercially reasonable efforts to obtain the consent of any third party or parties to such transfer, sublease or assignment in all cases in which such consent is required. If any such consent is not obtained, or if an attempted assignment would be ineffective notwithstanding Section 365(c) of the Bankruptcy Code or would materially and adversely affect the rights of Buyer thereunder, Seller, to the extent practicable, shall perform such agreement for the account of Buyer to the extent permitted under the terms thereof or otherwise cooperate with Buyer, at Seller's expense, in any reasonable arrangement necessary or desirable to provide for Buyer or its designees the benefits of any such agreement for a reasonable period of time following the Closing, including, without limitation, attempting to continue to obtain the consent of the applicable third party, enforcement for the benefit of Buyer of any and all rights of Seller against the applicable third party thereto arising out of the breach, termination or cancellation of such agreement by such third party, or otherwise. Nothing in this **Section 7.5** shall be deemed to waive or modify the provisions of **Section 6.1(d)**.

7.6 Counterparts; Facsimile Signatures. This Agreement may be executed in two or more counterparts (delivery of which may occur via facsimile), each of which shall be binding as of the date first written above, and, when delivered, all of which shall constitute one and the same instrument. A facsimile signature or electronically scanned copy of a signature shall constitute and shall be deemed to be sufficient evidence of a Party's execution of this Agreement, without necessity of further proof. Each such copy shall be deemed an original, and it shall not be necessary in making proof of this Agreement to produce or account for more than one such counterpart.

7.7 Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Arizona, without giving effect to any choice of law or conflict of law provision or rule (whether of the State of Arizona or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Arizona.

7.8 Venue. Until the commencement of the Bankruptcy Case in accordance with Plan Support Agreement and at any other time the Bankruptcy Case is not pending:

(a) Any Action arising out of or relating to this Agreement or the enforcement of any provision of this Agreement shall be brought or otherwise commenced in any state or federal court located in Maricopa County, Arizona, and no Action arising out of or relating to this Agreement or the enforcement of any provision of this Agreement shall be brought or otherwise commenced in any other court. Each party to this Agreement:

(i) expressly and irrevocably consents and submits to the jurisdiction of each state, federal, and appellate court located in Maricopa County, Arizona, in connection with any such Action;

(ii) in connection with any Action arising out of or relating to this Agreement, expressly and irrevocably consents to the service of process anywhere in the world in a manner consistent with Rule 4 of the Federal Rules of Civil Procedure or in a manner consistent with the Applicable Law of the jurisdiction in which process is served;

(iii) agrees that each state and federal court located in Maricopa County, Arizona, shall be deemed to be a convenient forum; and

(iv) agrees not to assert (by way of motion, as a defense or otherwise), in any such Action commenced in any state or federal court located in Maricopa County, Arizona, any claim that such party is not subject personally to the jurisdiction of such court, that such Action has been brought in an inconvenient forum, that the venue of such Action is improper or that this Agreement or the subject matter of this Agreement may not be enforced in or by such court.

(b) EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY WHICH MAY ARISE UNDER THIS AGREEMENT IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES, AND THEREFORE EACH SUCH PARTY HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT SUCH PARTY MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE CONTEMPLATED TRANSACTIONS. EACH PARTY CERTIFIES AND ACKNOWLEDGES THAT (I) NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER, (II) EACH SUCH PARTY UNDERSTANDS AND HAS CONSIDERED THE IMPLICATIONS OF THIS WAIVER, (III) EACH SUCH PARTY MAKES THIS WAIVER VOLUNTARILY, AND (IV) EACH SUCH PARTY HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE WAIVERS AND CERTIFICATIONS IN THIS **SECTION 7.8**.

7.9 Specific Performance. The parties hereto agree that Buyer would suffer irreparable damage in the event that any of the provisions of this Agreement were not performed in accordance with their specific terms or were otherwise breached. It is accordingly agreed that prior to the Closing, Buyer shall be entitled to seek to enforce specifically the terms and provisions hereof in any court of the United States or any state having jurisdiction, this being in addition to any other remedy to which they are entitled at law or in equity.

7.10 Severability. In the event that any provision of this Agreement, or the application of such provision to any Person or set of circumstances, shall be determined to be invalid, unlawful, void or unenforceable to any extent, the remainder of this Agreement, and the application of such provision to Persons or circumstances other than those as to which it is determined to be invalid, unlawful, void or unenforceable, shall not be affected and shall

continue to be valid and enforceable to the fullest extent permitted by law. The parties further agree to replace such invalid, unlawful, void or unenforceable, provision with a valid and enforceable provision that will achieve, to the extent possible, the economic, business and other purposes of such void or unenforceable provision.

7.11 Headings. The captions and headings contained in this Agreement are for convenience of reference only, shall not be deemed to be a part of this Agreement and shall not be referred to in connection with the construction or interpretation of this Agreement.

7.12 Parties in Interest. Nothing in this Agreement is intended to provide any rights or remedies to any Person (including any employee or creditor of Seller) other than the parties hereto.

7.13 Entire Agreement. This Agreement, together with the Bridge Financing Agreement, the DIP Financing Agreement, the Plan Support Agreement, and all Exhibits and Schedules to this Agreement, constitutes the entire agreement between the parties pertaining to the subject matter hereof and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written, relating to the subject matter hereof and thereof of the parties.

7.14 Amendments. This Agreement may not be amended, modified, altered or supplemented except by an instrument in writing signed on behalf of all of the parties.

7.15 Assignment. This Agreement may not be assigned by either party without the prior written consent of the other party, except that Buyer may (a) assign to one or more of its Affiliates the right to purchase the Transferred Assets, (b) assign its rights hereunder to any lender or other entity providing financing to Buyer or (c) in connection with a sale of the Business.

7.16 Waiver. No failure on the part of either party hereto to exercise any power, right, privilege or remedy under this Agreement, and no delay on the part of either party hereto in exercising any power, right, privilege or remedy under this Agreement, shall operate as a waiver thereof; and no single or partial exercise of any such power, right, privilege or remedy shall preclude any other or further exercise thereof or of any other power, right, privilege or remedy.

7.17 Interpretation of Agreement.

(a) Each party hereto acknowledges that it has participated in the drafting of this Agreement, and any applicable rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be applied in connection with the construction or interpretation of this Agreement.

(b) The words “hereof,” “herein” and “hereunder” and words of like import used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement.

(c) Whenever required by the context hereof, the singular number shall include the plural, and vice versa; the masculine gender shall include the feminine and neuter genders; and the neuter gender shall include the masculine and feminine genders.

(d) As used in this Agreement, the words “include” and “including,” and variations thereof, shall not be deemed to be terms of limitation, and shall be deemed to be followed by the words “without limitation.”

(e) “Writing,” “written” and comparable terms in this Agreement refer to printing, typing and other means of reproducing words (including electronic media) in a visible form.

(f) References in this Agreement to any agreement or contract are to that agreement or contract as amended, modified or supplemented from time to time in accordance with the terms hereof and thereof.

(g) References in this Agreement to “party” or “parties” shall be deemed to be the parties to this Agreement unless otherwise specified or unless the context otherwise requires.

(h) References herein to “Sections,” “subsections,” “Exhibits” and “Schedules” are intended to refer to Sections, subsections, Exhibits and Schedules of this Agreement, unless otherwise specified. All Exhibits and Schedules annexed hereto or referred to herein are hereby incorporated in and made a part of this Agreement as if set forth in full herein. Any capitalized terms used in any Exhibit or Schedule but not otherwise defined therein, shall have the meaning as defined in this Agreement.

7.18 Expenses. Each of Buyer on the one hand, and Seller, on the other hand, shall bear all of their own expenses in connection with the execution, delivery and performance of this Agreement and the transactions contemplated hereby, including, without limitation, all fees and expenses of its agents, representatives, counsel and accountants. Any Transfer Taxes owing as a direct result of the transfer of Transferred Assets shall be paid by Seller, provided that the Confirmation Order shall provide that there shall be no liability for Transfer Taxes.

7.19 No Implied Representations. Buyer and Seller acknowledge that, except as expressly provided in this Agreement or in the Transaction Documents, neither party hereto, and none of the representatives of either party hereto, has made or is making any representations or warranties whatsoever, implied or otherwise.

7.20 Survival. Each of the terms and provisions of this Agreement which are not incorporated into the Transaction Documents, or which are not satisfied by the execution and delivery of the Transaction Documents, or which by their nature require the parties to perform certain acts subsequent to the Closing, including, without limitation, all representations and warranties of the parties hereunder, shall survive the Closing.

[The Remainder of the Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed on the date and year first above written.

BUYER:

BANNER HEALTH,
an Arizona nonprofit corporation

By: Peter S. Fine
Name: PETER S. FINE
Title: Pres. & CEO

SELLER:

REGIONAL CARE SERVICES CORP.,
an Arizona nonprofit corporation

By: _____
Name: _____
Title: _____

**CASA GRANDE COMMUNITY
HOSPITAL doing business as CASA
GRANDE REGIONAL MEDICAL
CENTER,** an Arizona nonprofit corporation

By: _____
Name: _____
Title: _____

**REGIONAL CARE PHYSICIAN'S
GROUP, INC.,** an Arizona nonprofit
corporation

By: _____
Name: _____
Title: _____

[Signature Page to Asset Purchase Agreement]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed on the date and year first above written.

BUYER:

BANNER HEALTH,
an Arizona nonprofit corporation

By: _____
Name: _____
Title: _____

SELLER:

REGIONAL CARE SERVICES CORP.,
an Arizona nonprofit corporation

By: Rona Coughlin
Name: Rona Coughlin
Title: President

**CASA GRANDE COMMUNITY
HOSPITAL doing business as CASA
GRANDE REGIONAL MEDICAL
CENTER, an Arizona nonprofit corporation**

By: Rona Coughlin
Name: Rona Coughlin
Title: President / CEO

**REGIONAL CARE PHYSICIAN'S
GROUP, INC., an Arizona nonprofit
corporation**

By: Rona Coughlin
Name: Rona Coughlin
Title: President / CEO

[Signature Page to Asset Purchase Agreement]

**CASA GRANDE REGIONAL
RETIREMENT COMMUNITY**, an Arizona
nonprofit corporation

By: Dona Culp
Name: DONA CULP
Title: PRESIDENT / CEO

[Signature Page to Asset Purchase Agreement]

ACCEPTANCE BY ESCROW AGENT

Escrow Agent hereby (a) acknowledges receipt of a fully executed copy or counterpart copies of this Agreement on this ___ day of _____, 2014, and (b) agrees to establish an escrow (Escrow No. _____) and to administer the same in accordance with the provisions hereof. Escrow Agent further agrees to immediately deliver to Purchaser and Seller copies or counterpart copies of this fully executed Agreement.

FIRST AMERICAN TITLE INSURANCE COMPANY

By: _____
Name: _____
Its: _____

[Signature Page to Asset Purchase Agreement]

EXHIBIT A

FORM OF BILL OF SALE

BILL OF SALE

BILL OF SALE dated as of [CLOSING DATE] (the "**Bill of Sale**"), from **REGIONAL CARE SERVICES CORP., CASA GRANDE COMMUNITY HOSPITAL doing business as CASA GRANDE REGIONAL MEDICAL CENTER, REGIONAL CARE PHYSICIAN'S GROUP, INC., and CASA GRANDE REGIONAL RETIREMENT COMMUNITY**, all Arizona nonprofit corporations (collectively, jointly and severally, "**Seller**"), and in favor of **BANNER HEALTH**, an Arizona nonprofit corporation ("**Buyer**").

WHEREAS, Buyer, Seller and the other signatories thereto are party to an Asset Purchase Agreement dated as of [ASSET PURCHASE AGREEMENT EXECUTION DATE] (the "**Purchase Agreement**"). The execution and delivery of this Bill of Sale is a condition to the closing of the transactions contemplated by the Purchase Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Seller hereby agrees as follows:

1. Capitalized terms used but not defined herein shall have the meanings assigned such terms in the Purchase Agreement.

2. Seller hereby sells, transfers, conveys, assigns and delivers to Buyer all of the Transferred Assets.

3. Seller hereby covenants and agrees to execute and deliver to Buyer such instruments of sale, transfer, conveyance, assignment and delivery, and such consents, assurances, and other instruments as may be reasonably requested by Buyer or its counsel in order to vest in Buyer all right, title and interest of Seller in and to the Transferred Assets and otherwise in order to carry out the purpose and intent of this Bill of Sale and the Purchase Agreement.

4. Notwithstanding any other provision of this Bill of Sale to the contrary, nothing contained in this Bill of Sale shall in any way supersede, modify, replace, amend, change, rescind, waive, exceed, expand, enlarge or in any way affect the provisions, including the warranties, covenants, agreements, conditions, representations or, in general any of the rights and remedies, and any of the obligations of Seller set forth in the Purchase Agreement, nor shall this Bill of Sale expand or enlarge any remedies under the Purchase Agreement. This Bill of Sale is intended only to effect the transfer of certain property to be transferred pursuant to the Purchase Agreement and shall be governed entirely in accordance with the terms and conditions of the Purchase Agreement.

5. This Bill of Sale shall be governed by and construed in accordance with the laws of the State of Arizona, without giving effect to the principles thereof relating to the conflict of laws.

IN WITNESS WHEREOF, Seller has caused this Bill of Sale to be executed and delivered on the date and year first written above.

REGIONAL CARE SERVICES CORP.,
an Arizona nonprofit corporation

By: _____
Name: _____
Title: _____

**CASA GRANDE COMMUNITY
HOSPITAL doing business as CASA
GRANDE REGIONAL MEDICAL
CENTER,** an Arizona nonprofit corporation

By: _____
Name: _____
Title: _____

**REGIONAL CARE PHYSICIAN'S
GROUP, INC.,** an Arizona nonprofit
corporation

By: _____
Name: _____
Title: _____

**CASA GRANDE REGIONAL
RETIREMENT COMMUNITY,** an Arizona
nonprofit corporation

By: _____
Name: _____
Title: _____

EXHIBIT B

FORM OF GENERAL ASSIGNMENT AND ASSUMPTION AGREEMENT

GENERAL ASSIGNMENT AND ASSUMPTION AGREEMENT

GENERAL ASSIGNMENT AND ASSUMPTION AGREEMENT (this “**Assumption Agreement**”) dated as of [CLOSING DATE], between **REGIONAL CARE SERVICES CORP., CASA GRANDE COMMUNITY HOSPITAL doing business as CASA GRANDE REGIONAL MEDICAL CENTER, REGIONAL CARE PHYSICIAN’S GROUP, INC.,** and **CASA GRANDE REGIONAL RETIREMENT COMMUNITY**, all Arizona nonprofit corporations (collectively, jointly and severally, “**Seller**”), and **BANNER HEALTH**, an Arizona nonprofit corporation (“**Buyer**”).

WHEREAS, Buyer, Seller and the other signatories thereto are party to an Asset Purchase Agreement dated as of [ASSET PURCHASE AGREEMENT EXECUTION DATE] (the “**Purchase Agreement**”). The execution and delivery of this Assignment and Assumption Agreement is a condition to the closing of the transactions contemplated by the Purchase Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby agrees as follows:

1. Capitalized terms used but not defined herein shall have the meanings assigned such terms in the Purchase Agreement.
2. Seller hereby grants bargains, sells, conveys, assigns and transfers to Buyer all of Seller’s right, title and interest, legal and equitable, in to the Contracts set forth on **Schedule I** hereto.
3. Buyer hereby accepts the assignment of the Contracts set forth on **Schedule I** hereto and assumes all liabilities arising thereunder after the date hereof.
4. From time to time after the date hereof, Seller will execute and deliver to Buyer such instruments of sale, transfer, conveyance, assignment and delivery, and such consents, assurances, powers of attorney and other instruments as may be reasonably requested in order to carry out the purpose and intent of this Assumption Agreement.
5. This Agreement shall be governed by and construed in accordance with the laws of the State of Arizona, without giving effect to the principles thereof relating to the conflict of laws.
6. This Assumption Agreement may be executed in two or more counterparts, each of which shall constitute an original but when taken together shall constitute but one instrument.

IN WITNESS WHEREOF, Buyer and Seller have caused this Assumption Agreement to be executed and delivered on the date and year first written above.

BUYER:

BANNER HEALTH,
an Arizona nonprofit corporation

By: _____
Name: _____
Title: _____

SELLER:

REGIONAL CARE SERVICES CORP.,
an Arizona nonprofit corporation

By: _____
Name: _____
Title: _____

**CASA GRANDE COMMUNITY
HOSPITAL doing business as CASA
GRANDE REGIONAL MEDICAL
CENTER,** an Arizona nonprofit corporation

By: _____
Name: _____
Title: _____

**REGIONAL CARE PHYSICIAN'S
GROUP, INC.,** an Arizona nonprofit
corporation

By: _____
Name: _____
Title: _____

**CASA GRANDE REGIONAL
RETIREMENT COMMUNITY**, an Arizona
nonprofit corporation

By: _____
Name: _____
Title: _____

EXHIBIT C

FORM OF SPECIAL WARRANTY DEEDS

When recorded, return to:

Matthew C. Sweger, Esq.
Lewis Roca Rothgerber LLP
One South Church Avenue, Suite 700
Tucson, Arizona 85701-1611

SPECIAL WARRANTY DEED

For the consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration, **REGIONAL CARE SERVICES CORP.**, an Arizona nonprofit corporation (“**Grantor**”), does hereby grant, sell and convey unto **BANNER HEALTH**, an Arizona nonprofit corporation, the following described real property located in Pinal County, Arizona:

See **Exhibit “A”** attached hereto and by this reference made a part hereof (the “**Property**”).

together with all rights, easements and privileges appurtenant thereto.

SUBJECT only to those matters set forth on **Exhibit “B”** attached hereto and by this reference made a part hereof.

Grantor warrants the title to the Property against all acts of Grantor and none other, subject only to the matters above set forth.

[Signature on the following page]

EXHIBIT "A" TO SPECIAL WARRANTY DEED

PARCEL NO. 1:

THAT PORTION OF THE SOUTHEAST QUARTER OF SECTION 22, TOWNSHIP 6 SOUTH, RANGE 6 EAST OF THE GILA AND SALT RIVER MERIDIAN, PINAL COUNTY, ARIZONA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH QUARTER CORNER OF SAID SECTION 22;

THENCE UPON THE SOUTH LINE OF SAID SECTION 22 BEING COMMON WITH THE CENTERLINE OF FLORENCE BOULEVARD AS DESCRIBED IN INSTRUMENT RECORDED IN DOCKET 514, PAGE 328 RECORDS OF PINAL COUNTY, ARIZONA, NORTH 89 DEGREES 38 MINUTES 38 SECONDS EAST, A DISTANCE OF 921.30 FEET;

THENCE NORTH 00 DEGREES 21 MINUTES 22 SECONDS WEST, A DISTANCE OF 50.35 FEET TO THE NORTH RIGHT OF WAY OF SAID FLORENCE BOULEVARD;

THENCE NORTH 00 DEGREES 39 MINUTES 25 SECONDS EAST, A DISTANCE OF 375.60 FEET;

THENCE NORTH 00 DEGREES 36 MINUTES 57 SECONDS EAST, A DISTANCE OF 741.03 FEET;

THENCE SOUTH 89 DEGREES 38 MINUTES 36 SECONDS WEST, A DISTANCE OF 153.86 FEET;

THENCE CONTINUE SOUTH 89 DEGREES 39 MINUTES 41 SECONDS WEST, A DISTANCE OF 202.57 FEET TO THE TRUE POINT OF BEGINNING;

THENCE SOUTH 00 DEGREES 40 MINUTES 37 SECONDS WEST, A DISTANCE OF 395.48 FEET;

THENCE SOUTH 89 DEGREES 39 MINUTES 41 SECONDS WEST, A DISTANCE OF 522.85 FEET TO THE EAST RIGHT OF WAY OF ARIZOLA AVENUE AS DESCRIBED IN INSTRUMENT RECORDED IN DOCKET 1252, PAGE 724;

THENCE UPON SAID RIGHT OF WAY, NORTH 00 DEGREES 40 MINUTES 37 SECONDS EAST, A DISTANCE OF 395.48 FEET;

THENCE NORTH 89 DEGREES 39 MINUTES 41 SECONDS EAST, A DISTANCE OF 522.85 FEET TO THE POINT OF BEGINNING.

APN # 505-22-0200

PARCEL NO. 2:

THAT PORTION OF THE SOUTHEAST QUARTER OF SECTION 22, TOWNSHIP 6 SOUTH, RANGE 6 EAST OF THE GILA AND SALT RIVER MERIDIAN, PINAL COUNTY, ARIZONA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH QUARTER CORNER OF SAID SECTION 22;

THENCE UPON THE SOUTH LINE OF SAID SECTION 22, BEING COMMON WITH THE CENTERLINE OF FLORENCE BOULEVARD AS DESCRIBED IN INSTRUMENT RECORDED IN DOCKET 514, PAGE 328 RECORDS OF PINAL COUNTY, ARIZONA, NORTH 89 DEGREES 38 MINUTES 38 SECONDS EAST, A DISTANCE OF 921.30 FEET;

THENCE NORTH 00 DEGREES 21 MINUTES 22 SECONDS WEST, A DISTANCE OF 50.35 FEET TO THE NORTH RIGHT OF WAY OF SAID FLORENCE BOULEVARD;

THENCE NORTH 00 DEGREES 39 MINUTES 25 SECONDS EAST, A DISTANCE OF 375.60 FEET;

THENCE NORTH 00 DEGREES 36 MINUTES 57 SECONDS EAST, A DISTANCE OF 273.98 FEET TO THE TRUE POINT OF BEGINNING;

THENCE CONTINUE NORTH 00 DEGREES 36 MINUTES 57 SECONDS EAST, A DISTANCE OF 467.05 FEET;

THENCE SOUTH 89 DEGREES 38 MINUTES 36 SECONDS WEST, A DISTANCE OF 153.86 FEET;

THENCE SOUTH 89 DEGREES 39 MINUTES 41 SECONDS WEST, A DISTANCE OF 202.57 FEET;

THENCE SOUTH 00 DEGREES 40 MINUTES 37 SECONDS WEST, A DISTANCE OF 395.48 FEET;

THENCE SOUTH 89 DEGREES 39 MINUTES 41 SECONDS WEST, A DISTANCE OF 522.85 FEET TO THE EAST RIGHT OF WAY OF ARIZOLA AVENUE AS DESCRIBED IN INSTRUMENT RECORDED IN DOCKET 1252, PAGE 724;

THENCE UPON SAID RIGHT OF WAY, SOUTH 00 DEGREES 40 MINUTES 37 SECONDS WEST, A DISTANCE OF 71.75 FEET;

THENCE NORTH 89 DEGREES 38 MINUTES 49 SECONDS EAST, A DISTANCE OF 879.78 FEET TO THE POINT OF BEGINNING.

APN # 505-22-0210

PARCEL NO. 3:

THAT PORTION OF THE SOUTHEAST QUARTER OF SECTION 22, TOWNSHIP 6 SOUTH, RANGE 6 EAST OF THE GILA AND SALT RIVER MERIDIAN, PINAL COUNTY, ARIZONA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH QUARTER CORNER OF SAID SECTION 22;

THENCE UPON THE SOUTH LINE OF SAID SECTION 22 BEING COMMON WITH THE CENTERLINE OF FLORENCE BOULEVARD AS DESCRIBED IN INSTRUMENT RECORDED IN DOCKET 514, PAGE 328 RECORDS OF PINAL COUNTY, ARIZONA, NORTH 89 DEGREES 38 MINUTES 38 SECONDS EAST, A DISTANCE OF 921.30 FEET;

THENCE NORTH 00 DEGREES 21 MINUTES 22 SECONDS WEST, A DISTANCE OF 50.35 FEET TO THE NORTH RIGHT OF WAY OF FLORENCE BOULEVARD AND THE TRUE POINT OF BEGINNING;

THENCE UPON SAID RIGHT OF WAY NORTH 89 DEGREES 39 MINUTES 58 SECONDS EAST, A DISTANCE OF 220.03 FEET;

THENCE NORTH 00 DEGREES 39 MINUTES 25 SECONDS EAST, A DISTANCE OF 1116.73 FEET;

THENCE SOUTH 89 DEGREES 38 MINUTES 36 SECONDS WEST, A DISTANCE OF 220.56 FEET;

THENCE SOUTH 00 DEGREES 36 MINUTES 57 SECONDS WEST, A DISTANCE OF 741.03 FEET;

THENCE SOUTH 00 DEGREES 39 MINUTES 25 SECONDS WEST, A DISTANCE OF 375.60 FEET TO THE POINT OF BEGINNING.

EXCEPT ANY PORTION LYING WITHIN PLAT OF CASA GRANDE MEDICAL OFFICE CONDOMINIUM COMPLEX BUILDING NO. 1, RECORDED IN CABINET E, SLIDE 141 AND EXCEPT ANY PORTION LYING WITHIN PROPERTY DESCRIBED IN WARRANTY DEED RECORDED IN 2002-069278.

APN # 505-22-022C

PARCEL NO. 4:

THAT PORTION OF THE SOUTHEAST QUARTER OF SECTION 22, TOWNSHIP 6 SOUTH, RANGE 6 EAST OF THE GILA AND SALT RIVER MERIDIAN, PINAL COUNTY, ARIZONA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH QUARTER CORNER OF SAID SECTION 22;

THENCE UPON THE SOUTH LINE OF SAID SECTION 22 BEING COMMON WITH THE CENTERLINE OF FLORENCE BOULEVARD AS DESCRIBED IN INSTRUMENT RECORDED IN DOCKET 514, PAGE 328 RECORDS OF PINAL COUNTY, ARIZONA, NORTH 89 DEGREES 38 MINUTES 38 SECONDS EAST, A DISTANCE OF 921.30 FEET;

THENCE NORTH 00 DEGREES 21 MINUTES 22 SECONDS WEST, A DISTANCE OF 50.35 FEET TO THE NORTH RIGHT OF WAY OF FLORENCE BOULEVARD;

THENCE NORTH 00 DEGREES 39 MINUTES 25 SECONDS EAST, A DISTANCE OF 375.60 FEET;

THENCE NORTH 00 DEGREES 36 MINUTES 57 SECONDS EAST, A DISTANCE OF 741.03 FEET;

THENCE NORTH 89 DEGREES 38 MINUTES 36 SECONDS EAST, A DISTANCE OF 518.82 FEET TO THE TRUE POINT OF BEGINNING;

THENCE NORTH 89 DEGREES 38 MINUTES 36 SECONDS EAST, A DISTANCE OF 361.90 FEET;

THENCE SOUTH 00 DEGREES 41 MINUTES 26 SECONDS WEST, A DISTANCE OF 190.03 FEET;

THENCE SOUTH 89 DEGREES 38 MINUTES 36 SECONDS WEST, A DISTANCE OF 361.90 FEET;

THENCE NORTH 00 DEGREES 41 MINUTES 26 SECONDS EAST, A DISTANCE OF 190.03 FEET TO THE POINT OF BEGINNING.

APN # 505-22-0230

PARCEL NO. 5:

AN EASEMENT FOR VEHICULAR AND PEDESTRIAN INGRESS AND EGRESS OVER THAT PORTION OF SAID SECTION 22, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH QUARTER CORNER OF SAID SECTION 22;

THENCE UPON THE SOUTH LINE OF SAID SECTION 22 BEING COMMON WITH THE CENTERLINE OF FLORENCE BOULEVARD AS DESCRIBED IN INSTRUMENT RECORDED IN DOCKET 514, PAGE 328 RECORDS OF PINAL COUNTY, ARIZONA, NORTH 89 DEGREES 38 MINUTES 38 SECONDS EAST, A DISTANCE OF 921.30 FEET;

THENCE NORTH 00 DEGREES 21 MINUTES 22 SECONDS WEST, A DISTANCE OF 50.35 FEET TO THE NORTH RIGHT OF WAY OF SAID FLORENCE BOULEVARD;

THENCE UPON SAID RIGHT OF WAY NORTH 89 DEGREES 39 MINUTES 58 SECONDS EAST, A DISTANCE OF 829.51 FEET TO THE TRUE POINT OF BEGINNING;

THENCE CONTINUE UPON SAID RIGHT OF WAY NORTH 89 DEGREES 39 MINUTES 58 SECONDS EAST, A DISTANCE OF 50.01 FEET;

THENCE NORTH 00 DEGREES 41 MINUTES 35 SECONDS EAST, A DISTANCE OF 376.04 FEET;

THENCE NORTH 00 DEGREES 41 MINUTES 26 SECONDS EAST, A DISTANCE OF 550.93 FEET;

THENCE SOUTH 89 DEGREES 38 MINUTES 36 SECONDS WEST, A DISTANCE OF 50.01 FEET;

THENCE SOUTH 00 DEGREES 41 MINUTES 26 SECONDS WEST, A DISTANCE OF 550.01 FEET;

THENCE SOUTH 00 DEGREES 41 MINUTES 35 SECONDS WEST, A DISTANCE OF 376.94 FEET TO THE POINT OF BEGINNING.

PARCEL NO. 6:

THAT PORTION OF THE SOUTHEAST QUARTER OF SECTION 22, TOWNSHIP 6 SOUTH, RANGE 6 EAST OF THE GILA AND SALT RIVER MERIDIAN, PINAL COUNTY, ARIZONA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH QUARTER CORNER OF SAID SECTION 22;

THENCE UPON THE SOUTH LINE OF SAID SECTION 22 BEING COMMON WITH THE CENTERLINE OF FLORENCE BOULEVARD AS DESCRIBED IN INSTRUMENT RECORDED IN DOCKET 514, PAGE 328 RECORDS OF PINAL COUNTY, ARIZONA NORTH 89 DEGREES 38 MINUTES 38 SECONDS EAST, A DISTANCE OF 921.30 FEET;

THENCE NORTH 00 DEGREES 21 MINUTES 22 SECONDS WEST, A DISTANCE OF 50.35 FEET TO THE NORTH RIGHT OF WAY OF SAID FLORENCE BOULEVARD;

THENCE UPON SAID RIGHT OF WAY NORTH 89 DEGREES 39 MINUTES 58 SECONDS EAST, A DISTANCE OF 418.56 FEET TO THE TRUE POINT OF BEGINNING;

THENCE CONTINUE UPON SAID RIGHT OF WAY NORTH 89 DEGREES 39 MINUTES 58 SECONDS EAST, A DISTANCE OF 460.95 FEET;

THENCE NORTH 00 DEGREES 41 MINUTES 35 SECONDS EAST, A DISTANCE OF 279.13 FEET;

THENCE NORTH 89 DEGREES 18 MINUTES 25 SECONDS WEST, A DISTANCE OF 63.09 FEET;

THENCE NORTH 30 DEGREES 56 MINUTES 01 SECONDS WEST, A DISTANCE OF 263.34 FEET;

THENCE SOUTH 60 DEGREES 33 MINUTES 35 SECONDS WEST, A DISTANCE OF 164.26 FEET;

THENCE SOUTH 00 DEGREES 41 MINUTES 35 SECONDS WEST, A DISTANCE OF 182.65 FEET;

THENCE NORTH 89 DEGREES 18 MINUTES 25 SECONDS WEST, A DISTANCE OF 62.93 FEET;

THENCE SOUTH 28 DEGREES 47 MINUTES 23 SECONDS WEST, A DISTANCE OF 101.12 FEET;

THENCE SOUTH 11 DEGREES 46 MINUTES 54 SECONDS WEST, A DISTANCE OF 42.55 FEET;

THENCE SOUTH 00 DEGREES 08 MINUTES 49 SECONDS WEST, A DISTANCE OF 115.56 FEET TO THE POINT OF BEGINNING.

APN # 505-22-0240

PARCEL NO. 7:

UNIT 4 OF CASA GRANDE MEDICAL OFFICE CONDOMINIUM COMPLEX BUILDING NO. 1, ACCORDING TO DECLARATION OF CONDOMINIUM RECORDED IN DOCUMENT NO. 2004-037739, AND PLAT RECORDED IN CABINET E, SLIDE 69 AND RE-PLAT RECORDED IN CABINET E, SLIDE 141.

TOGETHER WITH AN UNDIVIDED INTEREST IN THE COMMON ELEMENTS AS SET FORTH IN SAID DECLARATION.

APN # 505-22-0730

EXHIBIT "B" TO SPECIAL WARRANTY DEED

1. Any charge upon said land by reason of its inclusion in Casa Grande Medical Office Building No. 1 Association. (All assessments due and payable are paid.)
2. Any charge upon said land by reason of its inclusion in Central Arizona Water Conservation District and the Central Arizona Groundwater Replenishment District. (All assessments due and payable are paid.)
3. Taxes, assessments, obligations and liabilities on the insured property by reason of the City of Casa Grande Sewer System, Improvement District, Revenue and General Obligation Bonds.
4. Reservations or Exceptions in Patents, or in Acts authorizing the issuance thereof.
5. Restrictions, dedications, conditions, reservations, easements and other matters shown on the plat of Casa Grande Medical Office Condominium Complex Building No. 1, as recorded in Cabinet E, Slide 69, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604(c).
6. Restrictions, dedications, conditions, reservations, easements and other matters shown on the plat of Replat of Casa Grande Medical Office of Condominium Complex Building No. 1, as recorded in Cabinet E, Slide 141, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604(c).
7. Declaration of Covenants, Conditions and Restrictions recorded in 2004-37739 of Official Records, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604(c).
8. The terms and provisions contained in the document entitled "License Agreement" recorded November 13, 2002 as 2002-062039 of Official Records.
9. The terms and provisions contained in the document entitled "telephone and telephone" recorded Book 24 of Miscellaneous, Pages 506 and 507.
10. An easement for telephone and telegraph and incidental purposes in the document recorded Book 24 of Miscellaneous, Page 560.
11. An easement for electric transmission lines and incidental purposes in the document recorded Docket 688, Page 793.
12. An easement for electric lines and incidental purposes in the document recorded Docket 1204, Page 394.
13. An easement for underground telephone service and incidental purposes in the document recorded Docket 1204, Page 330.
14. An easement for electric lines and appurtenant facilities and incidental purposes in the document recorded Docket 1205, Page 695.

15. An easement for telephone and telegraph and incidental purposes in the document recorded Docket 1218, Page 614.
16. An easement for telephone and telegraph and incidental purposes in the document recorded Docket 1250, Page 342.
17. An easement for electric lines and appurtenant facilities and incidental purposes in the document recorded Docket 1346, Page 404.
18. An easement for electric lines and appurtenant facilities and incidental purposes in the document recorded Docket 1639, Page 422.
19. An easement for electric lines and appurtenant facilities and incidental purposes in the document recorded as 2002-058223 of Official Records.
20. An easement for slope and grading and incidental purposes in the document recorded as 2002-062038 of Official Records.
21. An easement for utility and incidental purposes in the document recorded as 2003-088173 of Official Records.
22. An easement for utility and incidental purposes in the document recorded as 2003-088174 of Official Records.
23. An easement for utility and incidental purposes in the document recorded as 2009-126642 of Official Records.
24. An easement for utility and incidental purposes in the document recorded as 2009-126643 of Official Records.
25. All matters as set forth in Resolution of Abandonment, recorded June 19, 2013 as 2013-051089 of Official Records.
26. Any right of the United States to recover funds from the owner or from any transferee of the land, or of any portion thereof, by reason of advances of federal funds, including but not limited to those authorized under the Hill-Burton Act or similar acts or statutes.
27. Water rights, claims or title to water, whether or not shown by the public records.
28. Taxes for the year 2014, a lien not yet due and payable.
29. Rights of tenants under unrecorded leases.
30. All matters that an accurate survey or inspection of the Property would disclose.

When recorded, return to:

Matthew C. Sweger, Esq.
Lewis Roca Rothgerber LLP
One South Church Avenue, Suite 700
Tucson, Arizona 85701-1611

SPECIAL WARRANTY DEED

For the consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration, **CASA GRANDE COMMUNITY HOSPITAL**, an Arizona nonprofit corporation ("**Grantor**"), does hereby grant, sell and convey unto **BANNER HEALTH**, an Arizona nonprofit corporation, the following described real property located in Pinal County, Arizona:

See **Exhibit "A"** attached hereto and by this reference made a part hereof (the "**Property**").

together with all rights, easements and privileges appurtenant thereto.

SUBJECT only to those matters set forth on **Exhibit "B"** attached hereto and by this reference made a part hereof.

Grantor warrants the title to the Property against all acts of Grantor and none other, subject only to the matters above set forth.

[Signature on the following page]

EXHIBIT "A" TO SPECIAL WARRANTY DEED

PARCEL NO. 8:

LOTS 2, 3, 4 AND 5 OF CASA GRANDE OFFICE COMPLEX, ACCORDING TO CABINET C, SLIDE 200, RECORDS OF PINAL COUNTY, ARIZONA.

APN # 505-84-0020, 505-84-0030, 505-84-0040, 505-84-0050

PARCEL NO. 12:

LOT 1 AND TRACT A, REPLAT OF CASA GRANDE RETIREMENT COMMUNITY, RECORDED IN CABINET B, SLIDE 94, IN THE OFFICE OF THE COUNTY RECORDER, PINAL COUNTY, ARIZONA.

APN # 505-22-0130

PARCEL NO. 13:

THAT PORTION OF THE SOUTHEAST QUARTER OF SECTION 22, TOWNSHIP 6 SOUTH, RANGE 6 EAST OF THE GILA AND SALT RIVER MERIDIAN, PINAL COUNTY, ARIZONA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH QUARTER CORNER OF SAID SECTION 22;

THENCE UPON THE SOUTH LINE OF SAID SECTION 22 BEING COMMON WITH THE CENTERLINE OF FLORENCE BOULEVARD AS DESCRIBED IN INSTRUMENT RECORDED IN DOCKET 514, PAGE 328 RECORDS OF PINAL COUNTY, ARIZONA, NORTH 89 DEGREES 38 MINUTES 38 SECONDS EAST, A DISTANCE OF 921.30 FEET;

THENCE NORTH 00 DEGREES 21 MINUTES 22 SECONDS WEST, A DISTANCE OF 50.35 FEET TO THE NORTH RIGHT OF WAY OF FLORENCE BOULEVARD;

THENCE UPON SAID RIGHT OF WAY NORTH 89 DEGREES 39 MINUTES 58 SECONDS EAST, A DISTANCE OF 220.03 FEET TO THE TRUE POINT OF BEGINNING;

THENCE CONTINUE UPON SAID RIGHT OF WAY NORTH 89 DEGREES 39 MINUTES 58 SECONDS EAST, A DISTANCE OF 198.53 FEET;

THENCE NORTH 00 DEGREES 08 MINUTES 49 SECONDS EAST, A DISTANCE OF 115.56 FEET;

THENCE NORTH 11 DEGREES 46 MINUTES 54 SECONDS EAST, A DISTANCE OF 42.55 FEET;

THENCE NORTH 28 DEGREES 47 MINUTES 23 SECONDS EAST, A DISTANCE OF 101.12 FEET;

THENCE SOUTH 89 DEGREES 18 MINUTES 25 SECONDS EAST, A DISTANCE OF 62.93 FEET;

THENCE NORTH 00 DEGREES 41 MINUTES 35 SECONDS EAST, A DISTANCE OF 182.65 FEET;

THENCE NORTH 60 DEGREES 33 MINUTES 35 SECONDS EAST, A DISTANCE OF 164.26 FEET;

THENCE SOUTH 30 DEGREES 56 MINUTES 01 SECONDS EAST, A DISTANCE OF 263.34 FEET;

THENCE SOUTH 89 DEGREES 18 MINUTES 25 SECONDS EAST, A DISTANCE OF 63.09 FEET;
THENCE NORTH 00 DEGREES 41 MINUTES 35 SECONDS EAST, A DISTANCE OF 96.92 FEET;
THENCE NORTH 00 DEGREES 41 MINUTES 26 SECONDS EAST, A DISTANCE OF 550.93 FEET;
THENCE SOUTH 89 DEGREES 38 MINUTES 36 SECONDS WEST, A DISTANCE OF 361.90 FEET;
THENCE NORTH 00 DEGREES 41 MINUTES 26 SECONDS EAST, A DISTANCE OF 190.03 FEET;
THENCE SOUTH 89 DEGREES 38 MINUTES 36 SECONDS WEST, A DISTANCE OF 298.26 FEET;
THENCE SOUTH 00 DEGREES 39 MINUTES 25 SECONDS WEST, A DISTANCE OF 1116.73 FEET TO THE
POINT OF BEGINNING.

APN # 505-22-0190

PARCEL NO. 14:

THAT PORTION OF THE SOUTHEAST QUARTER OF SECTION 22, TOWNSHIP 6 SOUTH, RANGE 8 EAST
OF THE GILA AND SALT RIVER BASE AND MERIDIAN, PINAL COUNTY, ARIZONA, DESCRIBED AS
FOLLOWS:

COMMENCING AT A BRASS CAP IN HAND HOLE ACCEPTED AS THE SOUTH QUARTER CORNER OF SAID
SECTION 22, FROM WHICH A BRASS CAP IN HAND HOLE ACCEPTED AS THE SOUTHEAST CORNER
THEREOF, BEARS NORTH 89 DEGREES 38 MINUTES 38 SECONDS EAST A DISTANCE OF 2734.06 FEET;

THENCE NORTH 89 DEGREES 38 MINUTES 38 SECONDS EAST ALONG THE SOUTH LINE OF SAID
SOUTHEAST QUARTER BEING COMMON WITH THE CENTERLINE OF FLORENCE BOULEVARD AS
DESCRIBED IN INSTRUMENT RECORDED IN DOCKET 514, PAGE 328, RECORDS OF PINAL COUNTY,
ARIZONA, A DISTANCE OF 1141.09 FEET;

THENCE NORTH 00 DEGREES 21 MINUTES 22 SECONDS WEST A DISTANCE OF 50.00 FEET TO THE
EAST LINE OF THE WEST 1140.00 FEET OF SAID SOUTHEAST QUARTER AND A POINT ON THE NORTH
RIGHT OF WAY LINE OF FLORENCE BOULEVARD;

THENCE NORTH 00 DEGREES 40 MINUTES 58 SECONDS EAST ALONG SAID EAST LINE A DISTANCE OF
591.25 FEET TO THE POINT OF BEGINNING;

THENCE NORTH 75 DEGREES 21 MINUTES 22 SECONDS WEST A DISTANCE OF 108.62 FEET;

THENCE NORTH 30 DEGREES 21 MINUTES 22 SECONDS WEST A DISTANCE OF 62.85 FEET;

THENCE NORTH 59 DEGREES 38 MINUTES 38 SECONDS EAST A DISTANCE OF 108.00 FEET;

THENCE NORTH 30 DEGREES 21 MINUTES 22 SECONDS WEST A DISTANCE OF 14.83 FEET;

THENCE NORTH 59 DEGREES 38 MINUTES 38 SECONDS EAST A DISTANCE OF 61.78 FEET TO A POINT
ON SAID EAST LINE OF THE WEST 1140.00 FEET;

THENCE SOUTH 00 DEGREES 40 MINUTES 58 SECONDS WEST ALONG SAID EAST LINE A DISTANCE OF
180.31 FEET TO THE POINT OF BEGINNING.

APN # 505-22-022B

PARCEL NO. 15:

THE WEST HALF OF LOT 2A, REPLAT OF CASA GRANDE RETIREMENT COMMUNITY, RECORDED IN CABINET B, SLIDE 94, IN THE OFFICE OF THE COUNTY, PINAL COUNTY, ARIZONA.

APN # 505-22-012C

PARCEL NO. 16:

UNITS 1 AND 6, OF CASA GRANDE MEDICAL OFFICE CONDOMINIUM COMPLEX BUILDING NO. 1, ACCORDING TO DECLARATION OF CONDOMINIUM RECORDED IN DOCUMENT NO. 2004-037739, AND PLAT RECORDED IN CABINET E, SLIDE 69 AND RE-PLAT RECORDED IN CABINET E, SLIDE 141.

TOGETHER WITH AN UNDIVIDED INTEREST IN THE COMMON ELEMENTS AS SET FORTH IN SAID DECLARATION.

APN # 505-22-0700, 505-22-0750

EXHIBIT "B" TO SPECIAL WARRANTY DEED

1. Any charge upon said land by reason of its inclusion in The C.G. Medical Campus Property Owners Association. (All assessments due and payable are paid.)
2. Any charge upon said land by reason of its inclusion in Central Arizona Water Conservation District and the Central Arizona Groundwater Replenishment District. (All assessments due and payable are paid.)
3. Any charge upon said land by reason of its inclusion in Casa Grande Professional Offices Condominium Association. (All assessments due and payable are paid.)
4. Taxes, assessments, obligations and liabilities on the insured property by reason of the City of Casa Grande Sewer System, Improvement District, Revenue and General Obligation Bonds.
5. Reservations or Exceptions in Patents, or in Acts authorizing the issuance thereof.
6. Restrictions, dedications, conditions, reservations, easements and other matters shown on the plat of Casa Grande Medical Office Condominium Complex Building No. 1, as recorded in Cabinet E, Slide 69, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604(c).
7. Restrictions, dedications, conditions, reservations, easements and other matters shown on the plat of Replat of Casa Grande Medical Office of Condominium Complex Building No. 1, as recorded in Cabinet E, Slide 141, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604(c).
8. Restrictions, dedications, conditions, reservations, easements and other matters shown on the plat of Casa Grande Office Complex, as recorded in Cabinet C, Slide 200, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604(c).
9. Restrictions, dedications, conditions, reservations, easements and other matters shown on the plat of Casa Grande Retirement Community, as recorded in Cabinet B, Slide 44, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604(c).
10. Restrictions, dedications, conditions, reservations, easements and other matters shown on the plat of Replat of Casa Grande Retirement Community, as recorded in Cabinet B, Slide 94, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604(c).
11. Declaration of Covenants, Conditions and Restrictions recorded in 2001-3336 of Official Records, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604(c).

12. Declaration of Covenants, Conditions and Restrictions recorded in 2007-137067 of Official Records, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604(c).
13. The terms and provisions contained in the document entitled "Easement Agreement" recorded November 13, 1998 as 98-046776 of Official Records.
14. The terms and provisions contained in the document entitled "Reciprocal Easement Agreement" recorded January 25, 2001 as 2001-003337 of Official Records.
15. The terms and provisions contained in the document entitled "License Agreement" recorded November 13, 2002 as 2002-062039 of Official Records.
16. The terms and provisions contained in the document entitled "Reciprocal Access and Easement Agreement" recorded June 08, 2004 as 2004-042669 of Official Records.
17. An easement for telephone and telegraph and incidental purposes in the document recorded Book 24 of Miscellaneous, Page 456.
18. The terms and provisions contained in the document entitled "telephone and telephone" recorded Book 24 of Miscellaneous, Pages 506 and 507.
19. An easement for telephone and telegraph and incidental purposes in the document recorded Book 24 of Miscellaneous, Page 560.
20. An easement for electric transmission lines and incidental purposes in the document recorded Docket 688, Page 793.
21. An easement for electric lines and incidental purposes in the document recorded Docket 1204, Page 394.
22. An easement for underground telephone service and incidental purposes in the document recorded Docket 1204, Page 330.
23. An easement for electric lines and appurtenant facilities and incidental purposes in the document recorded Docket 1205, Page 692.
24. An easement for electric lines and appurtenant facilities and incidental purposes in the document recorded Docket 1205, Page 695.
25. An easement for telephone and telegraph and incidental purposes in the document recorded Docket 1218, Page 614.
26. An easement for electric lines and appurtenant facilities an incidental purposes in the document recorded Docket 1346, Page 404.
27. An easement for electric lines and appurtenant facilities and incidental purposes in the document recorded Docket 1639, Page 422.
28. An easement for gas lines and incidental purposes in the document recorded Docket 2036, Page 621.

29. An easement for electric lines and appurtenant facilities and incidental purposes in the document recorded as 2002-058223 of Official Records.
30. An easement for slope and grading and incidental purposes in the document recorded as 2002-062038 of Official Records.
31. An easement for utility and incidental purposes in the document recorded as 2003-088173 of Official Records.
32. An easement for utility and incidental purposes in the document recorded as 2009-126642 of Official Records.
33. All matters as set forth in Resolution of Abandonment, recorded June 19, 2013 as 2013-051089 of Official Records.
34. Any right of the United States to recover funds from the owner or from any transferee of the land, or of any portion thereof, by reason of advances of federal funds, including but not limited to those authorized under the Hill-Burton Act or similar acts or statutes.
35. Water rights, claims or title to water, whether or not shown by the public records.
36. Taxes for the year 2014, a lien not yet due and payable.
37. Rights of tenants under unrecorded leases.
38. All matters that an accurate survey or inspection of the Property would disclose.

When recorded, return to:

Matthew C. Sweger, Esq.
Lewis Roca Rothgerber LLP
One South Church Avenue, Suite 700
Tucson, Arizona 85701-1611

SPECIAL WARRANTY DEED

For the consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration, **CASA GRANDE REGIONAL RETIREMENT COMMUNITY**, an Arizona nonprofit corporation ("**Grantor**"), does hereby grant, sell and convey unto **BANNER HEALTH**, an Arizona nonprofit corporation, the following described real property located in Pinal County, Arizona:

See **Exhibit "A"** attached hereto and by this reference made a part hereof (the "**Property**").

together with all rights, easements and privileges appurtenant thereto.

SUBJECT only to those matters set forth on **Exhibit "B"** attached hereto and by this reference made a part hereof.

Grantor warrants the title to the Property against all acts of Grantor and none other, subject only to the matters above set forth.

[Signature on the following page]

EXHIBIT "A" TO SPECIAL WARRANTY DEED

PARCEL NO. 17:

LOTS 1 AND 2, OF MONUMENT PLAZA UNIT 1, ACCORDING TO THE PLAT OF RECORD IN THE OFFICE OF THE COUNTY RECORDER OF PINAL COUNTY, ARIZONA, RECORDED IN CABINET B, SLIDE 93.

APN #505-66-0010, 505-66-0020

EXHIBIT "B" TO SPECIAL WARRANTY DEED

1. Any charge upon said land by reason of its inclusion in Casa Grande Medical Office Building No. 1 Association. (All assessments due and payable are paid.)
2. Any charge upon said land by reason of its inclusion in Central Arizona Water Conservation District and the Central Arizona Groundwater Replenishment District. (All assessments due and payable are paid.)
3. Taxes, assessments, obligations and liabilities on the insured property by reason of the City of Casa Grande Sewer System, Improvement District, Revenue and General Obligation Bonds.
4. Reservations or Exceptions in Patents, or in Acts authorizing the issuance thereof.
5. Restrictions, dedications, conditions, reservations, easements and other matters shown on the plat of Monument Plaza Unit 1, as recorded in Cabinet B, Slide 93, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604(c).
6. The terms and provisions contained in the document entitled "telephone and telephone" recorded Book 24 of Miscellaneous, Pages 506 and 507.
7. An easement for telephone and telegraph and incidental purposes in the document recorded Book 24 of Miscellaneous, Page 560.
8. An easement for electric transmission lines and incidental purposes in the document recorded Docket 688, Page 793.
9. An easement for electric lines and appurtenant facilities and incidental purposes in the document recorded as 97-011017 of Official Records.
10. An easement for utility and incidental purposes in the document recorded as 2003-088173 of Official Records.
11. All matters as set forth in Resolution of Abandonment, recorded June 19, 2013 as 2013-051089 of Official Records.
12. Any right of the United States to recover funds from the owner or from any transferee of the land, or of any portion thereof, by reason of advances of federal funds, including but not limited to those authorized under the Hill-Burton Act or similar acts or statutes.
13. Water rights, claims or title to water, whether or not shown by the public records.
14. Taxes for the year 2014, a lien not yet due and payable.
15. Rights of tenants under unrecorded leases.
16. All matters that an accurate survey or inspection of the Property would disclose.

EXHIBIT D

FORM OF MUTUAL RELEASE

MUTUAL RELEASE

This Mutual Release (this “Release”), dated as of _____, 2014 (the “Effective Date”), is entered into by and among Banner Health, an Arizona nonprofit corporation (“Banner”), and Regional Care Services Corp., an Arizona nonprofit corporation, Casa Grande Community Hospital, an Arizona nonprofit corporation doing business as Casa Grande Regional Medical Center, and Regional Care Physician’s Group, Inc., an Arizona nonprofit corporation (collectively, the “Bridge Financing Borrower Parties”) and Casa Grande Regional Retirement Community, an Arizona nonprofit corporation (together with the Bridge Financing Borrower Parties, the “DIP Financing Borrower Parties”). The Bridge Financing Borrower Parties and DIP Financing Borrower Parties are referred to individually herein as a “Borrower” and collectively as the “Borrowers”. Banner and the Borrowers are referred to individually herein as a “Party” and collectively as the “Parties.”

RECITALS

A. The Parties have entered into the Asset Purchase Agreement, dated as of February 4, 2014, by and among Banner, as Buyer, and the Borrowers, as Seller (the “Purchase Agreement”). Capitalized terms used and not defined in this Release have the meanings provided in the Purchase Agreement.

B. In connection with the Purchase Agreement, Banner and the Bridge Financing Borrower Parties entered into the Phase 1 Bridge Financing Agreement, dated as of December 27, 2013 (the “Phase 1 Bridge Financing Agreement”), and the Promissory Note, dated as of December 27, 2013, in the original principal amount of \$3,308,000, made by the Bridge Financing Borrower Parties in favor of Banner (the “Phase 1 Note”). The Phase 1 Bridge Financing Agreement, the Phase 1 Note, and any amendment, waiver, supplement or other modification of the foregoing are collectively referred to herein as the “Phase 1 Loan Documents”.

C. Also in connection with the Purchase Agreement, Banner and the DIP Financing Borrower Parties entered into the Phase 2 Debtor in Possession Financing Agreement, dated as of [REDACTED], 2014 (the “Phase 2 DIP Financing Agreement”), and the Promissory Note, dated as of [REDACTED], 2014, in the original principal amount of \$[REDACTED], made by the DIP Financing Borrower Parties in favor of Banner (the “Phase 2 Note”). The Phase 2 DIP Financing Agreement, the Phase 2 Note, and any amendment, waiver, supplement or other modification of the foregoing are collectively referred to herein as the “Phase 2 Loan Documents”. The Phase 1 Loan Documents and the Phase 2 Loan Documents are referred to collectively herein as the “Loan Documents”.

D. Under the Purchase Agreement, the Parties are required to execute and deliver this Release at Closing.

AGREEMENT

NOW, THEREFORE, for and in consideration of the foregoing premises, the mutual benefits and covenants hereunder, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

1. Cancellation of Indebtedness. Banner hereby unconditionally and irrevocably releases and remises any and all of its rights to collect any and all outstanding principal, interest, fees, costs, charges or other sums due under the Loan Documents (collectively, the “Indebtedness”), and hereby acknowledges that the Indebtedness is cancelled and no longer valid as of the Effective Date. Upon the mutual execution of this Release by the Parties, Banner will mark the Phase 1 Note as “CANCELLED” and will deliver it to the Bridge Financing Parties, and will mark the Phase 2 Note as “CANCELLED” and will deliver it to the DIP Financing Parties.

2. Release by Borrowers. Each Borrower, on behalf of itself and its respective present and former parents, subsidiaries, affiliates, officers, directors, members, employees, agents, successors and assigns (collectively, the “Releasing Parties”) hereby unconditionally and irrevocably releases, remises, acquits, waives, forever discharges and covenants not to sue Banner and its respective present and former, direct and indirect, parents, subsidiaries, affiliates, employees, officers, directors, members, agents, representatives, successors and assigns (collectively, the “Released Parties”) of, from and for any and all actions, causes of action, suits, losses, liabilities, rights, debts, dues, sums of money, accounts, reckonings, obligations, costs, expenses, liens, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, executions, claims, and demands, of every kind and nature whatsoever, whether arising in contract, tort, or otherwise, whether now known or unknown, foreseen or unforeseen, matured or unmatured, suspected or unsuspected, sounding in tort, equity, law or contract (collectively, “Claims”), which any of such Releasing Parties ever had, now have, or hereafter can, shall, or may have against any of such Released Parties for, upon, or by reason of any matter, cause, or thing whatsoever from the beginning of time through the Effective Date arising out of or relating to the Indebtedness or the Loan Documents (collectively, the “Released Claims”). Each Borrower, on behalf of itself and each of its respective Releasing Parties, acknowledges and intends that this Release shall be effective as a bar to each and every one of the Released Claims, and further agrees that, in the event that any Releasing Party should seek to recover against any Released Party, this Release shall serve as a complete and absolute defense to such Claim. In addition, in the event that any Releasing Party should seek to recover against any Released Party in any Claim brought by a governmental authority or agency that, if brought by a Releasing Party directly would be a Released Claim, this Release shall serve as a complete and absolute defense to the recovery sought by such Releasing Party.

3. Governing Law. This Release shall be governed by and construed in accordance with the internal laws of the State of Arizona, without giving effect to any choice of law or conflict of law provision or rule (whether of the State of Arizona or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Arizona.

4. Entire Agreement. As authorized by the Confirmation Order, this Release, together with the Purchase Agreement and the other Transaction Documents, constitutes the entire agreement and understanding of the Parties with respect to the subject matter hereof and supersedes all prior agreements, promises, understandings, assurances and representations, both written and oral, of the Parties regarding the subject matter hereof.

5. No Third Party Beneficiaries. Nothing in this Release is intended to provide any rights or remedies to any Person other than the Parties and the Released Parties.

6. Successors and Assigns. This Release binds each Party's successors and assigns.

7. Amendment. No provision of this Release may be amended or modified except by an instrument or instruments in writing signed by the Parties.

8. Counterparts; Facsimile Signatures. This Release may be executed in two or more counterparts (delivery of which may occur via facsimile), each of which shall be binding as of the date first written above, and, when delivered, all of which shall constitute one and the same instrument. A facsimile signature or electronically scanned copy of a signature shall constitute and shall be deemed to be sufficient evidence of a Party's execution of this Release, without necessity of further proof. Each such copy shall be deemed an original, and it shall not be necessary in making proof of this Release to produce or account for more than one such counterpart..

[Signature page follows]

IN WITNESS WHEREOF, the Parties have executed this Release as of the Effective Date.

BORROWERS:

REGIONAL CARE SERVICES CORP.

By: _____
Name:
Title:

**CASA GRANDE COMMUNITY HOSPITAL dba
CASA GRANDE REGIONAL MEDICAL CENTER**

By: _____
Name:
Title:

REGIONAL CARE PHYSICIAN'S GROUP, INC.

By: _____
Name:
Title:

**CASA GRANDE REGIONAL RETIREMENT
COMMUNITY**

By: _____
Name:
Title:

BANNER:

BANNER HEALTH,
an Arizona nonprofit corporation

By: _____
Name: _____
Title: _____

Schedule I
RESERVED

Schedule I-1

Schedule II

Excluded Assets

All Contracts that are not Assigned Contracts, all membership interests in Seller, and Seller's interest in Regional Healthcare Ventures and its membership interest in Cancer Treatment Services Arizona, LLC

Schedule II-1

Schedule III

Governmental Permits

The Governmental Permits set forth on **Schedule 3.4** are incorporated in this **Schedule III** by this reference.

Schedule IV

Disclosed Contracts

The Contracts set forth on **Schedule 3.6(a)** are incorporated in this **Schedule IV** by this reference.

Schedule IV-1

Schedule V

Excluded Liabilities

Schedule V-1

Schedule 2.6

Purchase Price Allocation

Schedule 2.6-1

Schedule 2.8

Contract Assumption Schedule

Schedule 2.8-1

Schedule 3.2

No Violations; Consents

The parties acknowledge that this Schedule will be fully populated based upon the Bankruptcy Case and Buyer's ability to select certain Contracts that will constitute the Assigned Contracts up to and including February 28, 2014.

Notwithstanding the foregoing, the following Governmental Permits are either (i) non-assignable or (ii) will require notice or consent in order to be assigned:

- Arizona Department of Health Services – Advanced Life Support Base Hospital Certificate (#127)
- Arizona Perinatal Trust – Level 1 Perinatal Care Center
- Arizona Department of Health Services – General Hospital License (H0070)
- City of Casa Grande – Business Tax Receipt (BL 13-53615)
- DNV Healthcare Inc. – Certificate of Accreditation (NIAHO Hospital Accreditation Program) (97578-2011-AHC-USA-NIAHO)
- City of Casa Grande – Industrial Wastewater Discharge Permit (#8)
- Pinal County Air Quality Control District – Pinal County Air Quality Control District Permit (B30967.000)
- Pinal County Air Quality Control District – Pinal County Air Quality Control District Permit (S10091.000)
- City of Casa Grande – Alarm Permit (AP-09-00851)
- City of Casa Grande – Alarm Permit (AP-09-01668)
- City of Casa Grande, Fire Department – Occupancy Inspection/Test Certificate
- Pinal County Environmental Health Services – Permit to Operate (PTO-09-0429)
- Centers for Medicare & Medicaid Services – Certificate of Accreditation (03D0529360)
- Arizona State Board of Pharmacy – Pharmacy Hospital Permit (Y001470)
- US Department of Justice, Drug Enforcement Agency – Controlled Substance Registration Certificate (AH1266255)
- American Academy of Sleep Medicine – Accreditation Certificate (Member #269284)

Schedule 3.2-1

Schedule 3.3

Seller's Business; Title to Assets

Part I

Encumbrances that will be released at closing.

File No.	Filing Date	Termination Date	Secured Party
2001-118-5200-7	Aug 01, 2001	Aug 01, 2016	Wells Fargo Bank Arizona
2013-176-0309-6	Nov 18, 2013	Nov 18, 2018	Wells Fargo Bank, NA
2004-132-7402-9	Aug 04, 2004	Aug 04, 2014	Baxter Healthcare Corporation
2013-173-9051-4	May 10, 2013	May 10, 2018	Baxter Healthcare Corporation
2010-160-3588-1	Jan 14, 2010	Jan 14, 2015	Prime Alliance Bank
2009-158-3828-5	Jun 11, 2009	Jun 11, 2014	Siemens Financial Services, Inc.
2009-158-3831-0	Jun 11, 2009	Jun 11, 2014	Siemens Financial Services, Inc.
2009-158-8680-7	Jul 31, 2009	Jul 31, 2014	Siemens Financial Services, Inc.
2009-158-8681-8	Jul 31, 2009	Jul 31, 2014	Siemens Financial Services, Inc.
2009-158-8682-9	Jul 31, 2009	Jul 31, 2014	Siemens Financial Services, Inc.
2009-158-9193-9	Aug 04, 2009	Aug 04, 2014	Siemens Financial Services, Inc.
2009-158-9194-0	Aug 04, 2009	Aug 04, 2014	Siemens Financial Services, Inc.

Non-Permitted Encumbrances to Owned Real Property

1. Deed of Trust securing an original indebtedness in the amount of \$48,990,000.00, by and among Casa Grande Community Hospital dba Casa Grande Regional Medical Center, as trustor, Fidelity National Title Insurance Company, as trustee, and Wells Fargo Bank Arizona, National Association, as Master Trustee, as beneficiary, recorded August 1, 2001 as 2001-034875 of Official Records of Pinal County, Arizona, as amended by the First Supplement recorded as 2002-069279 of Official Records of Pinal County, Arizona.
2. Financing statement recorded January 27, 2003 as 2003-05245 of Official Records of Pinal County, Arizona by Republic Bank, Inc., as secured party, naming Casa Grande Community Hospital, as debtor.

Schedule 3.3-1

3. Deed of Trust securing an original indebtedness in the amount of \$600,000.00, by and between Southwest Investment Properties, L.L.C., an Arizona limited liability company, as trustor, and Bank One, N.A., as trustee and beneficiary, recorded April 4, 2003 as 2003-022429 of Official Records of Pinal County, Arizona.
4. Deed of Trust securing an original indebtedness in the amount of \$486,366.00, by and between Casa Grande Cardiology Investments, LLC, an Arizona limited liability company, as trustor, and Sunstate Bank, as trustee and beneficiary, recorded June 08, 2004 and re-recorded October 27, 2005 as 2004-042672 and re-recorded 2005-147190 both of Official Records of Pinal County, Arizona.
5. Deed of Trust securing an original indebtedness in the amount of \$1,500,000.00, by and between Regional Care Services Corporation, an Arizona Non-Profit Corporation, as trustor, and Sunstate Bank, an Arizona corporation, as trustee and beneficiary, recorded June 28, 2004 as 2004-048044 of Official Records of Pinal County, Arizona
6. Deed of Trust securing an original indebtedness in the amount of \$1,440,000.00, by and between Casa Grande Regional Retirement Community, an Arizona Non-Profit Corporation, as trustor, and Sunstate Bank, an Arizona corporation, as trustee and beneficiary, recorded September 19, 2005 as 2005-123921 of Official Records of Pinal County, Arizona.
7. Financing statement recorded June 15, 2009 as 2009-060391 of Official Records of Pinal County, Arizona by Siemens Financial Services, Inc., as secured party, naming Casa Grande Community Hospital, as debtor.
8. Financing statement recorded June 15, 2009 as 2009-060392 of Official Records of Pinal County, Arizona, made by Siemens Financial Services, Inc., as secured party, naming Casa Grande Community Hospital, as debtor.
9. Financing statement recorded June 29, 2009 as 2009-065325 of Official Records of Pinal County, Arizona by Siemens Financial Services, Inc., as secured party, naming Casa Grande Community Hospital, as debtor.

Part II

Encumbrances that will remain in place at closing.

File No.	Filing Date	Termination Date	Secured Party
2009-158-6101-3	Jul 07, 2009	Jul 07, 2014	Med One Capital Funding, LLC
2013-175-7158-5	Oct 21, 2013	Oct 21, 2018	Shared Imaging LLC

Schedule 3.3-2

2009-158-8804-7	Aug 07, 2009	Aug 07, 2014	Med One Capital Funding, LLC
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Permitted Encumbrances to Owned Real Property

The list of Encumbrances set forth in paragraph (b) of Schedule 3.14(a) is hereby incorporated in this Schedule 3.3, Part II by reference.

Schedule 3.3-3

Schedule 3.4

Compliance with Laws

Governmental Permits

Agency	Permit name	Permit #	Expiration Date
Arizona Department of Health Services	Advanced Life Support Base Hospital Certificate	127	(8/10/2014) (24 months from issuance)
Arizona Perinatal Trust	Level 1 Perinatal Care Center		January 2016
Arizona Department of Health Services	General Hospital License	H0070	June 30, 2015
City of Casa Grande	Business Tax Receipt	BL 13-53615	December 31, 2013
DNV Healthcare Inc.	Certificate of Accreditation – NIAHO Hospital Accreditation Program	97578-2011-AHC-USA-NIAHO	April 6, 2014
City of Casa Grande	Industrial Wastewater Discharge Permit #8	8	February 22, 2015
Pinal County Air Quality Control District	Pinal County Air Quality Control District Permit	B30967.000	May 7, 2014
Pinal County Air Quality Control District	Pinal County Air Quality Control District Permit	S10091.000	December 22, 2013
City of Casa Grande	Alarm Permit	AP-09-00851	September 12, 2014
City of Casa Grande	Alarm Permit	AP-09-01668	September 9, 2014
The Industrial Commission of Arizona ADOSH – Boiler Safety Section	Inspection Certificate for Boilers and Fired Pressure Vessels	National Board No. 100623 Arizona Board No. AZ019644	December 15, 2013
City of Casa Grande – Fire Department	Occupancy Inspection/Test Certificate	01773	City of Casa Grande Fire Department conducted an inspection on January 28, 2014. Seller will provide the renewed certificate as soon as it is received.
Pinal County	Permit to Operate	PTO-09-0429	July 09, 2014

Schedule 3.4-1

Environmental Health Services			
Centers for Medicare & Medicaid Services	Certificate of Accreditation	03D0529360	January 2, 2015
The College of American Pathologists	Accredited Laboratory	LAP Number 2221001 AU-ID 1031016	February 17, 2014
State of Arizona	Radiation Hazards Survey Certificate	11-H-9607	April 30, 2014
Arizona State Board of Pharmacy	Pharmacy Hospital Permit	Y001470	October 31, 2014
US Department of Justice – Drug Enforcement Administration	Controlled Substance Registration Certificate	AH1266255	October 31, 2014
American Academy of Sleep Medicine	Accreditation Certificate	Member #269284	February 10, 2017

Schedule 3.4-2

Schedule 3.5

Litigation

Pending Matters

1. InterTech v. Casa Grande Regional Medical Center, Case No. CV2012-001703, Superior Court of the State of Arizona, Maricopa County
2. Regional Care Services Corporation; Regional Care Services Corporation Health and Welfare Employee Benefit Plan v. Companion Life Insurance Company, United States District Court No. CV10-2597-PHX-LOA, Ninth Circuit No. 12-16538
3. Estate of Lola Ann Watts v. Casa Grande Regional Medical Center (Maricopa County Superior Court, Cause No. PB2011-090198)
4. Raymond Seeley v. Casa Grande Regional Medical Center (Pinal County Superior Court, Cause No. CV2012-03271)
5. Emily Rodriguez and Richard Jaquez v. Regional Care Services Corporation, et al. (Pinal County Superior Court, Cause No. CV2013-00654)
6. Chris Wood v. Casa Grande Regional Medical Center (Pinal County Superior Court, Cause No. CV2012-03068)
7. Maria Stewart v. Casa Grande Regional Medical Center, et al. (Maricopa County Superior Court, Cause No. CV2013-07806)

Settled Matters

- | | |
|------------------------------|------------|
| 1. Alpine Summit | 2/28/2011 |
| 2. Executive Risk Settlement | 6/22/2011 |
| 3. Stephanie Richards | 10/19/2011 |
| 4. Estate of Donald Weiss | 8/28/2012 |
| 5. Edna and Richard Nowlin | 9/1/2012 |
| 6. Guadalupe Ortega | 12/27/2012 |
| 7. Estate of Seton Pinon | 4/16/2013 |
| 8. Patricia Navarro | 5/3/2013 |

- | | |
|---------------------------|-------------|
| 9. Elizabeth Bence-Ortega | 7/3/2013 |
| 10. Judith Arrants | 7/16/2013 |
| 11. Donald Quam | 9/7/2012 |
| 12. Sharon Meyers | ___/___/___ |
| 13. Melissa Estes | 1/10/2014 |

Schedule 3.6(a)

Material Contracts

Equipment Leases

Master Equipment Lease Agreement dated June 2, 2009 by and between Seller and Siemens Financial Services, Inc.

- Leasing Schedule #17894
- Leasing Schedule #17897
- Leasing Schedule #17898
- Leasing Schedule #18125
- Leasing Schedule #18126
- Leasing Schedule #18169

Master Lease Agreement No. 042406-BD dated April 24, 2006 by and between Seller and First Financial Corporate Leasing, LLC , as amended by Amendment No. 1

- Equipment Schedule No. 14 dated February 8, 2010

Anesthesia Provider Agreements

Agreement for Physician Part Time Anesthesia Services dated July 1, 2011 by and between Seller and Dr. Nilesh U. Bhakta

Agreement for Physician Anesthesia Services dated September 4, 2012 by and between Seller and Drew M. Davenport

Agreement for Physician Anesthesia Services dated June 1, 2009 by and between Seller and Phillip Kapsos, as amended by Amendment #1 dated September 15, 2009, Amendment #2 dated October 8, 2009, Amendment #3 dated June 1, 2010, and Amendment #4 dated June 1, 2012

Agreement for Anesthesia Services dated June 1, 2008 by and between Seller and Blanche Lowry, as amended by Amendment #1 dated September 15, 2009, Amendment #2 dated October 1, 2009, and Amendment #3 dated June 1, 2010

Agreement for Physician Anesthesia Services dated August 1, 2010 by and between Seller and Anju Shrivasteva, as amended by Amendment #1 dated August 1, 2010

Agreement for Anesthesia Services dated February 15, 2008 by and between Seller and Sonora Desert Anesthesia, Inc., as amended by Amendment #1 March 1, 2011 and Amendment #2 dated February 15, 2012

Cerner Contracts

Cerner Business Agreement dated December 29, 2005 by and between Seller and Cerner Corporation, as extended and amended

- Professional Services Project Agreement No.1 dated December 29, 2005
- System Schedule 1
- System Schedule 2
- System Schedule 3
- System Schedule 4
- System Schedule 6
- System Schedule 7
- System Schedule 8
- System Schedule 9
- System Schedule 11
- System Schedule 12
- System Schedule 14
- System Schedule 15
- System Schedule 16
- System Schedule 17
- Amendment #1
- Amendment #2
- Amendment #3
- Amendment #4
- Amendment #6
- Amendment #7
- Amendment #8
- Amendment #9
- Amendment #14
- Amendment #15
- Arrangement Letter dated March 12, 2013
- Arrangement Letter dated October 16, 2013
- Quotation dated October 14, 2011

Cerner RevWorks Agreement dated April 1, 2011 to be effective July 1, 2011 by and between Seller and Cerner Corporation, as extended and amended

- Statement of Work for Acute Care Services dated effective July 1, 2011

Schedule 3.6(a)-2

- Amendment #2 to the Statement of Work for Acute Care Services
- Amendment #13 to the Statement of Work for Acute Care Services

Rental Agreement and Support Agreement dated September 20, 2011 by and between Seller and Cerner Corporation

Cerner Reference Agreement dated July 22, 2012 by and between Seller and Cerner Corporation

Equipment Rental Agreements

Laser Equipment and Service Agreement dated January 31, 2012 by and between Seller and Desert Medical Lasers, LLC of Arizona

Standard Vendor Service Agreement (No. 101012CGRMC-S) dated October 10, 2012 by and between Seller and LASErent, Inc.

Mobile Services Agreement dated June 5, 2013 by and between Seller and Shared Imaging, LLC, as amended by that Amendment #1 dated September 16, 2013

Agreement dated July 3, 2013 by and between Seller and Shared Imaging, LLC

Stereotactic Breast Biopsy Services Agreement dated November 13, 2008 by and between Seller and United Medical Systems (DE), Inc.

Lithotripter Equipment and Services Agreement dated June 15, 1998 by and between Seller and Tucson Lithotripsy, as amended September 1, 2000 by and between Seller and Southwest Lithotripsy, L.L.C. f/k/a Tucson Lithotripsy, as affected by the letter dated March 30, 2000 from Southwest Lithotripsy, L.L.C. to Seller, as further amended May 9, 2008 by and between Sonora Surgical Services, LLC, the successor in interest to Southwest Lithotripsy, L.L.C, as affected by a partial assignment to NextMed Laser, LLC, as assignee of Sonora Surgical Services, LLC, in a letter dated August 12, 2009.

Medical Service Contracted Agreements

Support Services Agreement dated April 15, 2010 by and between Seller and Oasis Pavilion Nursing & Rehabilitation Center

Service Agreement dated January 10, 2001 by and between Seller and Western Skies Dialysis, Inc., as affected by a Letter Agreement dated March 1, 2001, and as amended by Amendment #1 dated July 10, 2009

Agreement, dated February 10, 2011, by and between Seller and Emergency Medicine Physicians of Pinal County, PLLC, as amended by that First Amendment, dated June 20, 2013

Agreement for Telestroke and Teleneurology Services dated August 3, 2013 by and between Seller and Mayo Clinic Arizona

Contractor Phlebotomy/Stat Testing Agreement dated August 1, 1998 by and between Seller and Laboratory Corporation of America

Clinical Laboratory Services Agreement dated June 7, 2012 by and between Sonora Quest Laboratories, L.L.C.

Laboratory Services Agreement, dated May 23, 2013, by and between Seller and Unilab Corporation d/b/a Quest Diagnostics WHC

Non-Medical Service Contracted Agreements

Claims Service Agreement dated October 1, 2011 by and between Seller and Sedgwick Claims Management Services, Inc.

Linen and Laundry Services Contract dated May 17, 2011 by and between Seller and Angelica Textile Services, Inc.

Bloodborne Pathogen Service Agreement dated January 12, 2011 by and between Seller and Cintas Corporation

Purchaser Agreement dated May 1, 2012 by and between Seller and Executive Health Resources, Inc., as extended by that Addendum to the Purchaser Agreement dated November 20, 2012

Medicare Cost Report Services and DSH Compliance Services Agreement Letter dated June 12, 2012 by and between Seller and Fenix Financial Forensics LLC

Enhanced Purchasing Services Agreement dated July 22, 2013 to be effective August 1, 2013 by and between Seller and Quorum Purchasing Advantage, LLC

Security Services Agreement dated October 6, 2009 by and between Seller and Securitas Security Services USA, Inc., as amended by that certain Addendum/Amendment/Renewal dated February 4, 2011

Maintenance Management Program Agreement, dated August 1, 2011, by and between Seller and Cohr, Inc. d/b/a Masterplan

Agreement, dated October 6, 1998, by and between Seller and Avatar International, Inc., as amended by the Addendum to Agreement for Patient Surveys, dated June 14, 2011

Schedule 3.6(a)-4

Physician Contracts – Contracted Services and Medical Director

Professional Services Agreement dated June 1, 2009 by and between Seller and Adult Medicine Associates, P.C., as amended by that First Amendment to Professional Services Agreement dated September 1, 2010, as further amended by that Amendment #2 to Professional Services Agreement dated September 1, 2011, and as further amended by that Amendment #3 to Professional Services Agreement dated September 1, 2012

Physician Services Agreement dated September 15, 2011 by and between Seller and Cancer Treatment Services Arizona, LLC

Professional Services Agreement dated July 1, 2009 by and between Seller and Central Arizona Heart Specialists, P.L.C.

Agreement for EKG Interpretation Services dated November 1, 2010 by and between Seller and Ziad El-Ghoul MD, as affected by Addendum #1 dated November 26, 2010

Agreement for EKG Interpretation Services dated November 1, 2010 by and between Seller and Biltmore Cardiology PLLC, as affected by Addendum #1 dated December 18, 2010

Agreement for EKG Interpretation Services dated November 1, 2010 by and between Seller and Central Arizona Heart Specialists, as affected by Addendum #1 dated December 1, 2010

Cardiac Services Agreement dated August 1, 2011 by and between Seller and Heart Health Organization, P.L.L.C.

EMS Medical Director Agreement dated July 1, 2012 by and between Seller and Emergency Medicine Physicians of Pinal County, PLLC d/b/a "EMP"

Medical Director Agreement dated July 1, 2010 by and between Seller and Henry Givre, M.D.

Medical Director Agreement dated February 1, 2011 by and between Seller and Bryan Matanky, M.D.

Medical Director Agreement dated April 1, 2011 by and between Seller and Rajeesh Punnakattu, M.D. (Respiratory Services)

Medical Director Agreement dated April 1, 2011 by and between Seller and Rajeesh Punnakattu, M.D. (Sleep Lab)

Agreement for Medical Imaging Services dated effective April 1, 2011 by and between Seller and Medical Diagnostic Imaging Group, Ltd.

Hospital Professional Services and Medical Director Agreement dated August 1, 2011 by and between seller and District Medical Group, Inc.

Physician Employment Contracts

Physician Employment Agreement dated August 12, 2013 by and between Regional Care Physicians Group, Inc. and Eleanor A. Clark, M.D.

Physician Employment Agreement dated July 1, 2009 by and between Seller and Paul Madejski, M.D., as amended by that Amendment #1 to Physician Employment Agreement dated November 1, 2009, as further amended by that Amendment #2 to Physician Employment Agreement dated effective July 1, 2009, and as further amended by that Amendment #2 to Physician Employment Agreement dated June 1, 2010

Physician Employment Agreement dated September 18, 2011 by and between Seller and Harry S. Morehead, M.D., as affected by the Assignment of Physician Employment Contract dated December 21, 2011

Physician Employment Agreement dated June 27, 2010 by and between Seller and Ramon Mourelo, M.D., as amended by that Amendment #1 to Physician Employment Agreement dated January 1, 2012

Physician Employment Agreement dated March 16, 2012 by and between Regional Care Physicians Group, Inc. and Anthony Musso, D.O.

Physician Employment Contract dated January 1, 2009 by and between Regional Care Physicians Group, Inc. and Dr. Francis Salisbury, as amended by that Amendment #1 to Physician Employment Contract dated January 1, 2009, and as further amended by that Amendment #2 to Physician Employment Contract dated January 1, 2012

Physician Employment Agreement dated December 5, 2011 by and between Regional Care Physicians Group, Inc. and Steven C. Simon, M.D.

Physician Recruitment Agreement

Physician Recruitment Agreement dated December 12, 2011 by and among Seller, Peter Seipel, M.D., and Sierra Orthopedics, P.C.

Purchasing Agreements

Contract dated January 28, 2013 by and between Seller and Abbot Vascular Division, Abbot Laboratories Inc.

Equipment and Services Rental Agreement dated December 1, 2008 by and between Advanced Medical Partners, Inc., as amended by that First Amendment dated April 15, 2012

Autotransfusion Service Agreement dated March 15, 2004 by and between Seller and Arizona Blood Management, Inc., as amended by the Amendment dated July 14, 2004, and by the Amendment dated January 24, 2007

Purchaser Agreement dated effective June 1, 2013 by and between Seller and Baxter Healthcare Corporation

Coagulation Reagent Agreement dated June 27, 2011 by and between Seller and Beckman Coulter, Inc.

Beckman Coulter Agreement dated October 21, 2011 by and between Seller and Beckman Coulter, Inc.

Consignment Inventory Agreement dated December 1, 2012 by and between Seller and BioPro, Inc.

Facility Commitment Agreement dated October 1, 2013 by and among Seller, Cardinal Health 110, Inc. and Cardinal Health 411, Inc.

Commitment Agreement for Acute Care Participant or Group dated October 1, 2013 by and between Seller and Cardinal Health 200, LLC

Syntrac Integration Tools Agreement dated April 1, 2013 by and between Seller and Cardinal Health 414, LLC

Optifreight Services Agreement dated January 7, 2014 by and between Seller and Cardinal Health 200, LLC

Consigned Agreement dated October 3, 2013 by and between Seller and Cook Medical Incorporated

Radiofrequency Generator Use and Commitment Agreement dated October 12, 2012 by and between Seller Covidien LP

SCD Sequential Compression System License Agreement dated October 1, 2013 by and between Seller and Covidien Sales, LLC

Pricing Agreement dated February 20, 2013 by and between Seller and Edwards Lifesciences LLC

Single Site Agreement dated April 10, 2013 by and between Seller and Ethicon US, LLC

Schedule 3.6(a)-7

Select Products Requirements Contract dated December 1, 2012 by and between Seller and Hospira Worldwide, Inc.

Single Site Product Pricing Agreement dated October 10, 2011 by and between Seller Howmedica Osteonics Corp.

Agreement #422 dated August 22, 2007 by and between Seller and Integrated Medical Systems, Inc.

Consignment Agreement dated October 6, 2010 by and between Seller and Lifecell Corporation

Equipment Purchasing Agreement and Accrual Agreement dated May 29, 2013 by and between Seller and MedRad, Inc.

Nestle Waters North America Inc. Sales and Service Agreement dated February 20, 2013 by and between Seller and Nestle Waters North America Inc.

Tygacil Performance Agreement dated February 27, 2013 by and between Seller and Pfizer, Inc.

Piramal Vaporizer Agreement dated April 2, 2012 by and between Seller and Piramal Critical Care

End User Agreement dated February 26, 2007 by and between Seller and Remel Inc.

Hospital Blood Service Agreement dated October 1, 2013 by and between Seller and Blood Systems, Inc. d/b/a United Blood Services

Hospital Consignment Agreement dated January 24, 2013 by and between Seller and W. L. Gore & Associates, Inc.

Reagent Usage Agreement dated May 6, 2009 by and between Seller and Ventana Medical Systems, Inc., as amended by the Addendum Form dated October 2, 2013

Operating Leases

Rental Agreement and Support Agreement dated April 23, 2009 by and between Seller and Cardinal Health Solutions, Inc.

Proposal and Agreement to Lease Equipment dated May 28, 2009 by and between Seller and Med One Capital Funding LLC

Master Rental Terms and Conditions dated June 9, 2005 by and between Seller and Cardinal Health 301, Inc.

Schedule 3.6(a)-8

Proposal and Agreement to Lease Equipment dated February 2, 2010 by and between Seller and Med One Capital Funding LLC

Transfer Agreements

Patient Transfer Agreement dated January 7, 2014 by and between Seller and Adamsville Florence Medical Center

Patient Transfer Agreement dated December 14, 2012 by and between Seller and Banner Health d/b/a Banner Baywood Medical Center

Patient Transfer Agreement dated January 26, 2010 by and between Seller and Banner Health d/b/a Banner Desert Medical Center

Patient Transfer Agreement dated January 13, 2012 by and between Seller and Florence Hospital at Anthem, LLC d/b/a Florence Hospital at Anthem

Transfer Agreement dated November 1, 2008 by and between Seller and Gilbert Hospital, LLC d/b/a Gilbert Hospital

Patient Transfer Agreement dated effective February 19, 1998 by and between Seller and Maricopa d/b/a Maricopa Medical Center

Patient Transfer Agreement dated August 6, 2010 by and between Seller and Oasis Pavilion Nursing & Rehabilitation Center

Patient Transfer Agreement dated November 4, 2013 by and between Seller and Renal Care Group Casa Grande d/b/a Fresenius Medical Care Casa Grande Dialysis

Transfer Agreement dated March 31, 2008 by and between Seller and Scottsdale Healthcare – Osborn Level I Trauma Center

Transfer Agreement dated November 2, 2007 by and between Seller and Southwestern Eye Center

Patient Transfer Agreement dated February 19, 1998 by and between Seller and Mercy Healthcare Arizona, Inc. d/b/a St. Joseph's Hospital and Medical Center

Patient Transfer Agreement dated October 12, 2000 by and between Seller and St. Luke's Medical Center

Patient Transfer Agreement dated October 26, 2013 by and between Seller and Tomar Pain Centers, PLLC

Schedule 3.6(a)-9

Facilities & Maintenance Agreements

Platinum Elevator Agreement dated March 8, 2010 by and between Seller and ThyssenKrupp Elevator Corporation

Commercial Services Agreement dated June 28, 2010 by and among Seller, CoxCom, Inc. and Cox Arizona Telcom, LLC

Agreement dated April 9, 2010 by and between Seller and Epifini Landscaping, Inc.

Service Agreement dated December 8, 2011 by and between Seller and Johnson Controls, Inc.

Service Agreement dated December 9, 2005 by and between Seller and Southwest Water Solutions LLC

Equipment Service Agreements

Service Maintenance Agreement dated April 5, 2011 by and between Seller and Agfa Healthcare Corporation (Agreement No. SMA-WE-0405B)

Service Maintenance Agreement dated April 5, 2011 by and between Seller and Agfa Healthcare Corporation (Agreement No. SMA-WE-0405A)

Service Maintenance Agreement dated December 16, 2011 by and between Seller and Agfa Healthcare Corporation

Maintenance Management Program Agreement dated August 1, 2011 by and between Seller and Cohr, Inc. d/b/a Masterplan (now Aramark), as amended

Equipment and Software Service Agreement dated December 9, 2013 by and between Seller and Assured Imaging, LLC

Print Management Agreement dated January 1, 2013 by and between Seller and Arizona Office Technologies, A Xerox Company

Service Agreement dated May 22, 2013 by and between Seller and Beckman Coulter, Inc.

Service Agreement dated effective December 10, 2013 by and between Seller and bioMerieux, Inc.

Agreement dated effective November 16, 2011 by and between Seller and GE Healthcare

IVUS Maintenance Agreement dated September 28, 2011 by and between Seller and Volcano Corporation

Service Agreement dated effective February 9, 2012 by and between Seller and Ortho-Clinical Diagnostics, Inc.

Value Care Agreement dated February 15, 2013 by and between Seller and Olympus America Inc.

Agreement dated June 25, 2009 by and between Seller and Siemens Medical Solutions USA, Inc. (Proposal # 1-MF7KL)

Agreement dated April 9, 2011 by and between Seller and Siemens Medical Solutions USA, Inc. (Proposal # 1-2KN7GT)

Agreement dated March 11, 2013 by and between Seller and Siemens Medical Solutions USA, Inc. (Proposal # 1-5NPWZR)

Agreement dated March 11, 2013 by and between Seller and Siemens Medical Solutions USA, Inc. (Proposal # 1-5FV4X9)

Agreement dated September 5, 2007 by and between Seller and Siemens Medical Solutions USA, Inc. (Quotation #637180705071411)

Agreement dated May 28, 2009 by and between Seller and Siemens Medical Solutions USA, Inc. (Proposal # 1-JJNGZ)

Sales Agreement and Order Form dated June 30, 2009 by and between seller and TeraRecon, Inc.

Service Agreement dated April 22, 2010 by and between Seller and Toshiba America Medical Systems, Inc.

Service Agreement dated April 19, 2010 by and between Seller and Toshiba America Medical Systems, Inc.

Standard Support & Maintenance Agreement dated October 31, 2013 by and between Seller and Ventana Medical Systems, Inc.

Business Office Contracts

Software License Agreement dated October 22, 1998 by and between Seller and Minnesota Mining and Manufacturing Company, as amended

Contract for Services dated November 20, 2009 by and between Regional Care Physicians Group and Collection Service Bureau, Inc.

Agreement for Non-Default Patient Billing and Recovery Services dated July 1, 2008 by and between Seller and Collection Service Bureau, Inc., as amended by the Amendment to Agreement dated January 15, 2013

Accounts Receivable Services Agreement dated December 20, 2010 by and between Seller and Early Out Services, Inc.

Envoy/ExpressBill Statement Mailing Services Agreement dated February 10, 2006 by and between Seller and Envoy/ExpressBill, Inc., as amended by that Addendum to Agreement dated February 10, 2006

Services Agreement dated March 1, 2009 by and between Seller and eSolutions, Inc.

Healthcare Collection Services Agreement dated July 1, 2008 by and between Seller and H & R Accounts, Inc.

Health-e-Arizona Subscription Agreement dated March 16, 2010 by and between Seller and Arizona Health Care Cost Containment System Administration, as amended October 18, 2013

Professional Services Agreement dated June 4, 2013 by and between Seller and Healthcare Payment Specialists, LLC

Statement of Work #002 dated effective June 4, 2013 by and between seller and Healthcare Payment Specialists, LLC

Statement of Work #003 dated effective June 4, 2013 by and between seller and Healthcare Payment Specialists, LLC

Master Professional Services and Equipment Agreement dated January 23, 2006 by and between Seller and ChartOne, Inc., as amended by that Amendment to the Agreement for Services dated January 29, 2009

Customer Agreement dated July 1, 2010 by and between Seller and Iron Mountain Information Management, Inc.

Client Services Agreement dated February 20, 2013 by and between Seller and Kforce Healthcare, Inc.

Independent Contractor Agreement dated December 21, 2007 by and between Seller and Marci Nicholson, as amended by the Business Associate Addendum dated June 13, 2008

Transcription Service Agreement dated April 1, 2005 by and between Seller and JLG Medical, Inc.

Accident Injury Health Care Benefits Coordination/Reimbursement Agreement dated June 25, 2008 by and between Seller and Medical Reimbursements of America, LLC

Agreement to Provide Patient Advocacy Services dated October 6, 2010 by and between Seller and R&B Receivables Management Inc. d/b/a R&B Solutions

Storage and Service Agreement dated July 14, 2000 by and between Seller and Record Center Innovations, Inc.

Letter of Agreement for Payment Review Services dated March 1, 2013 by and between Seller and Triage Consulting Group

Managed Care Agreements

Provider Agreement dated November 3, 2008 by and between Regional Care Physicians Group, Inc. and Abrazo Advantage Health Plan, Inc.

Hospital Services Agreement dated May 1, 2007 by and between Seller and Aetna Health, Inc., as amended

Hospital Services Agreement dated July 1, 2007 by and between Seller and CIGNA Healthcare of Arizona, Inc., as amended

Medical Group Participation Agreement dated March 1, 2009 by and between Regional Care Physicians Group, Inc. and United Healthcare Services, Inc.

Participating Provider Agreement dated September 1, 2009 by and between Seller and Arizona Foundation for Medical Care Preferred Provider Organization, as amended January 1, 2003

Participating Provider Agreement dated March 1, 2009 by and between Regional Care Physicians Group, Inc. and Arizona Foundation for Medical Care Preferred Provider Organization

Hospital Services Agreement dated October 1, 2013 by and between Seller and Arizona Priority Care Plus

Provider Agreement dated January 1, 2012 by and between Seller and Banner MediSun, Inc.

Professional Services Participation Agreement dated June 1, 2010 by and between Regional Care Services Group, Inc. and Blue Cross and Blue Shield of Arizona, Inc.

Non Standard Participation Agreement dated March 1, 2012 by and between Seller and Blue Cross and Blue Shield of Arizona, Inc.

Physician Group Services Agreement dated November 3, 2008 by and between Regional Care Physicians Group, Inc. and CIGNA Healthcare of Arizona, Inc.

HCP Agreement dated July 1, 2009, by and between Regional Care Physicians Group, Inc. and Cofinity, Inc.

Agreement dated January 1, 2009 by and between Seller and Cofinity, Inc.

Provider Services Agreement dated October 1, 2000 by and between Seller and Gila River Health Care Corporation, as amended by Amendment 1 dated October 1, 2000, as amended by Amendment 2 dated October 1, 2003, as amended by Amendment III dated June 1, 2004, as amended by Amendment IV dated October 1, 2004, and as amended by Amendment V dated September 1, 2007

Physician Participation Agreement dated April 21, 2010 by and between Regional Care Physicians Group, Inc. and Health Value Management, Inc. d/b/a ChoiceCare Network

Hospital Subcontractor Agreement dated September 1, 2004 by and between Seller and Health Choice Arizona, Inc., as amended

Metro Fee-For-Service Primary Care and Specialty Care Physician Subcontractor Agreement dated March 1, 2009 by and between Regional Care Physicians Group, Inc. and Health Choice Arizona, Inc.

Provider Participation Agreement dated June 1, 2008 by and between Seller and Health Net of Arizona, Inc., as amended June 1, 2011, as further amended January 1, 2014

Provider Participation Agreement dated November 1, 2008 by and between Regional Care Physicians Group, Inc. and Health Net of Arizona, Inc., as amended May 1, 2009

Physician Participation Agreement dated April 21, 2010 by and among Regional Care Physicians Group, Inc., Humana Insurance Company, and Humana Health Plan, Inc.

Hospital Participation Agreement dated February 1, 2011 by and between Seller and Humana Health Plan, Inc., as amended February 1, 2013

Letter of Agreement dated October 1, 2013 by and between Regional Care Physicians Group, Inc. and Magellan of Arizona, Inc. d/b/a Magellan Complete Care of Arizona (Magellan of Arizona, Inc. Provider Agreement)

Medicare Addendum to Magellan of Arizona, Inc. Provider Agreement dated October 1, 2013

Letter of Agreement dated October 1, 2013 by and between Seller and Magellan of Arizona, Inc. d/b/a Magellan Complete Care of Arizona

Letter of Agreement dated July 1, 2007 by and between Seller and Southwest Catholic Health Network Corporation d/b/a Mercy Care Plan

Participating Health Provider Agreement dated January 16, 2009 by and between Regional Care Physicians Group, Inc. and Southwest Catholic Health Network Corporation d/b/a Mercy Care Plan

Hospital Provider Subcontract Agreement dated September 1, 1997 by and between Seller and PMH Health Services Network d/b/a Phoenix Health Plan and d/b/a Community Connection

Phoenix Health Plan/Community Connection Agreement dated _____ by and between Seller and VHS Phoenix Health Plan, Inc. d/b/a Phoenix Health Plan & d/b/a Community Connection, as amended

Phoenix Health Plan/Community Connection Ancillary Agreement dated _____ by and between Regional Care Services Corporation d/b/a Desert Valley Care Center & d/b/a Central Arizona Care Center and VHS Phoenix Health Plan, Inc. d/b/a Phoenix Health Plan & d/b/a Community Connection, as amended

Skilled Nursing Facility Subcontract Agreement dated October 1, 2007 by and between Regional Care Services Corporation d/b/a Desert Valley Care Center and d/b/a Central Arizona Care Center and PMH Health Services Network d/b/a Community Connection

PHCS Preferred Facility Agreement dated December 1, 1998 by and between Seller and Private Healthcare Systems, Inc.

Preferred Hospital Agreement dated January 1, 2008 by and between Seller and SCF Arizona

Preferred Physician(s) Group Agreement dated February 1, 2010 by and between Regional Care Physicians Group, Inc. and SCF Arizona

Facility Participation Agreement dated June 15, 2008 by and between Seller and United HealthCare Insurance Company, as amended January 1, 2010, as further amended May 2, 2010, as further amended June 15, 2012

Medical Group Contract dated March 1, 2009 by and between Regional Care Physicians Group, Inc. and United HealthCare Insurance Company

Facility Agreement dated October 1, 2008 by and between Seller and University Physicians Healthcare d/b/a Physicians Health Plan

Physician Services Agreement dated May 1, 2009 by and between Regional Care Physicians Group, Inc. and University Physicians, Inc. d/b/a University Physicians Health Plans, as amended January 1, 2012, and as further amended January 1, 2013

Participating Provider Agreement dated January 24, 2013 by and between Seller and WellCare of Texas, Inc. d/b/a WellCare of Arizona

HR & Benefit Agreements

Prescription Drug Program Agreement dated May 11, 2012 by and between Regional Care Services Corporation and Express Scripts, Inc.

Temporary Staffing Agreement dated effective January 1, 2009 by and between Seller and Concentric Healthcare Solutions, Inc.

Services Agreement dated July 1, 2010 by and between Seller and Counseling and Family Resources, Ltd. d/b/a EAP Preferred: Employee Assistance Programs

Agreement dated July 18, 2007 by and between Seller and Employment Screening Services

Biometric Screening and Health Risk Assessment Agreement dated November 3, 2011 by and between Regional Care Services Corporation and HealthCheck 360°

Contract (No. G 62,252) dated February 1, 2011 by and between Seller and American United Life Insurance Company

Agreement dated December 31, 2007 by and between Seller and MBI Occupational Healthcare, Casa Grande LLC

Service Contract Agreement dated February 19, 2012 by and between Seller and Multicard Inc.

Healthcare Staffing Agreement dated January 1, 2012 by and between Seller and O'Grady Peyton International (USA) Inc.

UC eXpress Reimburser Service Agreement dated October 1, 2011 by and between Regional Health Care Services and TALX Corporation

Stat Doctors Services Agreement dated January 19, 2011 by and between Seller and Stat Health Services, Inc.

Agreement dated March 26, 2012 by and between Seller and Fusion Medical Staffing

Permanent Staffing Agreement dated July 26, 2012 by and between Seller and SpringBoard, Inc.

Supplemental Staffing Agreement dated September 22, 2006 by and between Seller and PC Healthcare Enterprises, Inc. d/b/a Health Temp, as amended August 19, 2012

Client Medical Staffing Placement Agreement dated November 14, 2012 by and between Seller and Onyx Healthcare, Inc.

IT Agreements

Arizona State Purchasing Cooperative Agreement dated June 26, 2013 by and between Regional Care Service Corporation and State of Arizona Procurement Office

Master Software License, Maintenance and Services Agreement #1055 dated October 1, 2011 by and between Seller and Axiom Group, LLC d/b/a Axiom EMP

Application License and Hosting Agreement dated October 28, 2013 by and between Seller and BoardEffect LLC

Contract Service Agreement dated June 22, 2012 by and between Seller and BalancePoint, Inc.

Nurse Call Test & Inspect Agreement dated August 31, 2012 by and between Seller and Climatec, BTG

Bulk Commercial Service and Access Agreement dated August 15, 2010 by and between Seller and CoxCom, Inc., as amended May 4, 2011

Services Agreement dated January 27, 2012 by and between Seller and InSite One, Inc.

Agreement dated May 9, 2012 by and between Seller and eRAD

Participation Agreement dated May 4, 2012 by and between Seller and Health Information Network of Arizona

Software License and Maintenance Agreement dated May 31, 2004 by and between Seller and INTELLIMED International Corporation

License Agreement dated March 30, 2013 by and between Seller and Goetech LLC d/b/a MedKeeper

License Agreement #6111, dated September 25, 2000 by and between Seller and McKesson Health Solutions LLC, as amended by Contract Supplement #5629, dated September 25, 2003, Contract Supplement #6907, Amendment #14643, and Contract Supplement #21048, dated March 29, 2012

Master Agreement dated August 26, 2011 by and between Seller and MidasPlus, Inc.

Schedule 3.6(a)-17

Master Subscription Agreement dated January 24, 2008 by and between Seller and MSDSonline, as extended by that Customer Order Form (No. RS3080)

Site License Agreement dated September 22, 2009 by and between Seller and Nuance Communications, Inc.

Integrated Information Technology Outsourcing and Consulting Agreement dated April 12, 2012 by and between Seller and Phoenix Health Systems, Inc.

Invoice #INV006129, dated September 5, 2013, by and between Seller and Quantros, Inc.

Proact Software License Agreement dated January 1, 2003 by and between Regional Care Services Corporation and PolyOptimum, Inc.

Agreement dated May 9, 2012 by and between Seller and ReadyPoint Systems, Inc.

System Purchase and License Agreement dated December 31, 2008 by and between Regional Care Physicians Group, Inc. and Sage Software Healthcare, Inc.

Systems Software License Agreement dated February 2, 1994 by and between Regional Care Services Corporation and Shared Medical Systems Corporation, as amended November 20, 1999, and as further amended December 14, 2010

Splunk Software License Agreement dated May 3, 2013 by and between Seller and Splunk

Application Service Provider Agreement dated July 22, 2005 by and between Seller and Standing Stone, Inc.

SatLINK Subscriber Service Agreement dated August 1, 2012 by and between Seller and Strategic Technology Communications, Inc.

Summit Imaging, Inc. EndoManager Annual Maintenance Agreement dated March 1, 2010 by and between Seller and Summit Imaging, Inc.

Software Support Services Agreement dated March 1, 2007 by and between Seller and eRAD Inc.,

System Acquisition Agreement dated August 10, 2001 by and between Seller and Sunquest Information Systems, Inc.

Contract Management Services Agreement dated September 16, 2004 by and between Seller and TractManager Inc. a/k/a MediTract, Inc., as amended by the First Amendment dated March 9, 2010

Purchase Agreement dated September 12, 2011 by and between Seller and Trans-West Telephone Co., Inc. d/b/a Trans-West Network Solutions

Client Services Master Agreement dated November 14, 2012 by and between Seller and THOR, Inc.

Master Service Agreement dated November 20, 2013 by and between Seller and Morgan Hunter Healthcare, Inc., as extended by that Work Order Addendum dated November 22, 2013

Invoice #MINV1400739, dated September 12, 2013, by and between Seller and Bottomline Technologies

Service Agreement, dated April 3, 2008, by and between Seller and CyraCom International, Inc.

Service Order, dated February 15, 2007, by and between Seller and Directors Desk, LLC

Software License and Services Agreement, Contract #492, dated July 10, 2009, by and between Seller and Corepoint Health, LLC, as amended by an Amendment dated July 10, 2009

Other Material Agreements

Operating Agreement of Cancer Treatment Services of Arizona, LLC, dated November 27, 2007 by and between Regional Health Care Ventures, Inc. and Cancer Treatment Services International – Arizona LLC

The Seller is obligated under the following undertakings (collectively, the “Bond Financing Documents”):

- (1) a certain Master Indenture of Trust dated July 1, 2001 (as supplemented and amended, the “Master Indenture”), by and between Seller and Wells Fargo Bank, National Association, not individually, but as master trustee (the “Master Trustee”);
- (2) certain “Obligations” (as defined in the Master Indenture), in the form of promissory notes, made by Seller pursuant to the Master Indenture;
- (3) a certain Bond Indenture, dated July 1, 2001 (as supplemented and amended, the “Bond Indenture”), by and between the Industrial Development Authority of the City of Casa Grande (the “Authority”) and Wells Fargo Bank, National Association, not individually, but as bond trustee (the “Bond Trustee” and, together with the Master Trustee, the “Trustee”);
- (4) a certain Deed of Trust and Assignment of Rents with Security Agreement dated August 1, 2001 (as supplemented and amended, the “Deed of Trust”), pursuant to which Seller granted a lien on its interest in the “Casa Grande Hospital Site,” all “Buildings and

Improvements” thereon, all “Collateral,” and all “Fixtures,” and a security interest in the “Casa Grande Hospital Revenues” (each as defined in the Deed of Trust);

- (5) those certain Hospital Revenue Refunding Bonds (Casa Grande Regional Medical Center), Series 2001A (the “2001A Bonds”), issued pursuant to the Bond Indenture in the initial aggregate principal amount of \$41,845,000;
- (6) those certain Hospital Revenue Refunding Bonds (Casa Grande Regional Medical Center), Series 2001B (the “2001B Bonds”) issued pursuant to the Bond Indenture in the initial aggregate principal amount of \$4,645,000;
- (7) those certain Hospital Revenue Bonds (Casa Grande Regional Medical Center) Series 2002A (the “2002A Bonds” and, together with the 2001A Bonds and the 2001B Bonds, the “Bonds”) issued pursuant to the Bond Indenture in the initial aggregate principal amount of \$25,475,000; and
- (8) a certain Loan Agreement dated July 1, 2001 (as supplemented and amended, the “Loan Agreement”), by and between the Authority and Seller, pursuant to which Casa Grande covenanted to make payments at such times and in such amounts so as to provide for the payment of the principal of, premium, if any, and interest on the Bonds and any fees, costs and expenses related thereto.

Asset Purchase Agreement dated August 12, 2013 by and among Regional Care Physicians Group, Inc., Eleanor A. Clark, M.D. P.C., and Dr. Eleanor Clark, M.D.

Schedule 3.6(b)

Defaults

The amount of any defaults under the Material Contracts and ability to cure any defaults will be determined pursuant to the Bankruptcy Case. Seller will update this Schedule 3.6(b) accordingly pursuant to the Bankruptcy Case.

Schedule 3.7-1

Schedule 3.7

Environmental and Safety Matters

- (i) None.
- (ii) None.
- (iii) None.
- (iv) Two underground storage tanks are located on Seller's property. The storage tanks are constructed of fiberglass and are built to hold diesel fuel. The tanks are located under the Northeast corner of the hospital.

Schedule 3.8

Intellectual Property

- a. List of Patents, Trademarks, Copyrights, and software systems owned by Seller:

Trade names:

Casa Grande Community Hospital
Casa Grande Regional Medical Center
Casa Grande Regional Retirement Community
Casa Grande Community Hospital Foundation

- b. List of license agreements:

1. Cerner Business Agreement for Remote Hosting Services, dated November 15, 2005, by and between Regional Care Services Corporation and Cerner Corporation.
2. Cerner RevWorks Agreement, dated April 1, 2011, by and between Casa Grande Community Hospital and Cerner Corporation.
3. Master Software License, Maintenance and Services Agreement, dated October 1, 2011, between Axiom Group, LLC and Casa Grande Regional Medical Center.
4. eRAD, Inc. software license, dated May 9, 2012, between eRAD, Inc. and Casa Grande Regional Medical Center.
5. Health Information Network of Arizona Participation Agreement, dated May 3, 2012, between Casa Grande Regional Medical Center and Health Information Network of Arizona.
6. Software License and Maintenance Agreement, dated May 31, 2004 by and between Intellimed International Corporation and Casa Grande Regional Medical Center.
7. License Agreement, dated September 25, 2000, between McKesson Health Solutions LLC, f/k/a iMcKesson LLC and Health Trust Purchasing Group, L.P., as amended, and as accepted by Casa Grande Regional Medical Center by Contract Supplement dated March 29, 2012.
8. Midas+ Live Master Agreement, dated, August 26, 2011, by and between MidasPlus, Inc. and Casa Grande Regional Medical Center.

9. Site License Agreement, dated September 22, 2009, by and between Nuance Communications, Inc. and Casa Grande Regional Medical Center.
 10. Proact Software license Agreement, dated January 1, 2003, by and between Poly Optimum, Inc. and Regional Care Services Corporation.
 11. System Purchase and License Agreement, dated December 31, 2008, by and between Sage Software Healthcare, Inc. and Regional Care Physician's Group, Inc.
 12. System Acquisition Agreement, dated 2001 by and between Sunquest Information Systems, Inc. and Casa Grande Community Hospital.
 13. License Agreement, dated March 30, 2013, by and between Goethch LLCd/b/a/ MedKeeper and Casa Grande Regional Medical Center.
 14. Application License and Hosting Agreement, dated October 28, 2013, by and between BoardEffect LLC and Casa Grande Medical Center.
- c. None.
- d. None.
- e. None.

Schedule 3.9(a)

Employee Benefit Plans

a. List of Employee Benefit Plans:

1. Regional Care Services Corp. Employee Benefit Plan.
2. Casa Grande Regional Medical Center, 401K Plan, EIN 86-0919714, Plan No. 001 (Assets Frozen).
3. Regional Care Services Corp., 403B Plan, EIN 86-0919714, Plan No. 002.
4. Regional Care Services Corp. Sct. 125 Cafeteria Plan, EIN 86-0427850, Plan No. 001.
5. Medical Plan – Blue Cross Blue Shield Network - Group CGR001
6. Dental Plan – Delta Dental – Group 4672
7. Vision Plan – Vision Service Plan – Group 121138723
8. Life Insurance – Lincoln Life
9. Long Term Disability Plan – Lincoln Financial Group
10. Flex 125 Plan – EBC Flex
11. Prescription Drug Plan – Express Scripts International
12. Wellness Program – HealthCheck360

Schedule 3.9(b)

Employment Laws

None.

Schedule 3.9(b)-1

Schedule 3.9(d)

Employees

Dept	Last	First	Position	Cur DOH	PTO Bal	PTO\$\$	MM Bal	MM\$\$	Base	Wage
General Accounting	Abbey	Lesa	DIR FINANCE	1/24/2011	96.6	4,611.68	360.36	17,203.59	47.74	47.74
Dric - Radiology Op	Abbott	Jack	TECH AIDE-PD	8/25/2008	168.57	2,066.67	0	0.00	10.66	12.26
Intensive Care	Abraham	Mercy	RN - STAFF (PT) INLI	5/9/2011	85.55	3,645.29	0	0.00	41.27	42.61
Medical Imaging Rn's	Abril	Corey	RN - STAFF (FT)	5/21/2001	98.61	4,502.53	480	21,916.80	45.66	45.66
Anesthesiology	Acuna	Rebecca	TECH, SUPPORT	11/11/2011	6	69.54	175.59	2,035.09	11.59	11.59
Medical	Adkins	Treasa	RN - STAFF (FT)	5/3/2004	253.08	10,429.43	480	19,780.80	41.21	41.21
Clinical Decision	Agamata-Calaro	Gladys	RN - STAFF (FT)	12/5/2011	79.46	3,199.85	250.86	10,102.13	40.27	40.27
Medical	Aguilla	Theresa	TECH, NURSE-FT	6/29/1994	52	754.52	480	6,964.80	14.51	14.51
Environmental Serv	Aguilla	Jeanette	AIDE, EVS - PT	2/13/2012	67.98	571.71	50.97	428.66	8.41	8.41
Admitting	Aguirre	Veronica	REGISTRATION SPEC	11/22/2010	11.32	159.95	270.6	3,823.58	14.13	14.13
Vascular Surg/ Musso	Aguirre	Micaela	MEDICAL ASST - FT	1/19/2012	6.14	69.01	166.73	1,874.05	11.24	11.24
Central Sterile	Alcorn	Sarah	TECH II, CENT STER	9/22/2008	12.2	228.99	326.04	6,119.77	18.77	18.77
Surgical Day Care	Alexander	Alma	RN - STAFF (FT)	3/22/2005	14.81	645.27	309.49	13,484.48	43.57	43.57
Medical	Alfante	Maria Isabel	RN - STAFF (FT)	11/8/2006	37.74	1,417.89	480	18,033.60	37.57	37.57
Surgery And Recovery	Alfante	John Paul	RN - STAFF (FT)	7/28/2008	20.14	716.98	480	17,088.00	35.6	35.6
Dietary Services	Alford	Corazon	AIDE, DIETARY	9/19/2005	165.26	1,798.03	480	5,222.40	10.88	10.88
Cgrmc-Urgent Care Ct	Almaraz	Lana	TECH I, RADIOLOGY	11/19/2012	14.83	319.29	7.42	159.75	21.53	21.53
Environmental Serv	Alonzo	Rosa	AIDE I, EVS PT	9/29/2010	194.21	2,443.16	304.06	3,825.07	12.58	12.58
Information Systems	Altamirano	Joel	SYSTEMS ADMINISTRAT	6/6/2011	111.45	4,405.62	316.47	12,510.06	39.53	39.53
Medical	Alvarez	Crystal	TECH,NURSE-FULL TIME	6/20/2011	61.51	729.51	103.06	1,222.29	11.86	11.86
Emergency Dept	Alvarez	Gloria	UNIT SECRETARY	9/17/1979	127.72	2,279.80	480	8,568.00	17.85	17.85
Environmental Serv	Alvarez	Yolanda	AIDE II, EVS	7/13/1994	147.09	2,206.35	480	7,200.00	15	15
Patient Accounting	Alvarez	Della	LEAD, PBS REP TEAM	3/18/1991	143	3,157.44	480	10,598.40	22.08	22.08
Dric - Radiology Op	Amado	Diamond	TECH II, RAD (FT)	8/20/2002	180.57	4,720.10	480	12,547.20	26.14	26.14
Environmental Serv	Amaro	James	AIDE EVS IN LIEU	2/1/2011	230.42	2,347.98	0	0.00	8.7	10.19

Schedule 3.9(d)-1

Dept	Last	First	Position	Cur DOH	PTO Bal	PTO\$\$	MM Bal	MM\$\$	Base	Wage
Patient Accounting	Amin	Mohamed	PBS REPRESENTV - FT	5/10/2011	112.08	1,779.83	137.82	2,188.58	15.88	15.88
Admitting	Andersen	Lisa	REGISTRATION SPEC	5/30/2006	6.46	96.32	127.6	1,902.52	14.91	14.91
Laboratory	Andonie	Andrew	ASST III,CLIC LAB IN	6/22/2009	39.04	545.78	0	0.00	12.46	13.98
Patient Accounting	Angulo	Adriana	CUSTOMER SVC REP- FT	8/30/2010	5.47	85.00	72.67	1,129.29	15.54	15.54
Intensive Care	Antonio	Josefina	RN - STAFF (FT)	5/30/2010	16.32	683.64	327.83	13,732.80	41.89	41.89
Environmental Serv	Apodaca	Bertha	AIDE II, EVS	1/29/1990	178.77	3,382.33	197.87	3,743.70	18.92	18.92
Medical	Apuli	Delia	RN - STAFF (FT)	11/28/2010	69.1	2,936.75	244.29	10,382.33	42.5	42.5
Patient Accounting	Arenas	Simona	CUSTOMER SVC REP- FT	8/27/2006	89.62	1,444.67	249.57	4,023.07	16.12	16.12
Emergency Dept	Armendariz	Kelley	RN - STAFF (FT)	12/3/2012	23.1	996.30	133.64	5,763.89	43.13	43.13
Admitting	Armenta	Luciana	REGISTRATION SPEC	9/23/2013	13.05	175.39	33.78	454.00	13.44	13.44
Clinical Decision	Arrington	Lisa	TECH,NURSE-FULL TIME	12/3/2012	3.12	33.23	56.51	601.83	10.65	10.65
Materials Management	Arriola	David	INVENT CONTROL SPEC	9/10/2012	109.73	1,622.91	163.68	2,420.83	14.79	14.79
Admitting	Arriola	Eva	REGISTRATION SPEC	8/29/2011	16.2	218.54	85.73	1,156.50	13.49	13.49
Ob-Gyn-Salisbury	Arroyo	Pamela	MEDICAL ASST - FT	10/21/2013	11.8	128.15	29.31	318.31	10.86	10.86
Nursing Admin	Ashworth	Dee	ADMIN SUPRVR	2/14/2000	72.15	2,958.87	183.97	7,544.61	41.01	41.01
Surgical Day Care	Atencio	Laura	RN - STAFF (FT)	6/22/1998	18.46	804.30	99.38	4,329.99	43.57	43.57
Pharmacy	Atiba-Davies	Nathaniel	TECH III, PHARMACY	12/7/2003	180.64	2,715.02	480	7,214.40	15.03	15.03
Pharmacy	Atkins	Patricia	PHARMACIST - STAFF	5/20/2002	210.59	13,029.20	480	29,697.60	61.87	61.87
Hosp. Administration	Austin	Cheryse	C.N.O.	11/22/2004	74.8	6,369.97	480	40,876.80	85.16	85.16
Patient Accounting	Avalos	Bernadette	PBS REPRESENTV - FT	1/19/2014	12.2	178.00	11.4	166.33	14.59	14.59
Surgical Day Care	Bain	Mary	RN - STAFF (FT)	7/15/2007	6.22	180.01	480	13,891.20	28.94	28.94
Emergency Dept	Bakley	Anna	RN - STAFF (FT)	6/15/2009	43.55	1,512.93	413.39	14,361.17	34.74	34.74
Intensive Care	Ball	Melissa Ann	RN - STAFF (FT)	7/5/2010	45.44	1,969.37	153.96	6,672.63	43.34	43.34
Recovery Room	Ballester	Alma	RN - STAFF (FT)	9/28/1992	111.48	5,090.18	480	21,916.80	45.66	45.66
Medical	Banda	Lorna	RN - STAFF (FT)	9/1/1999	49	2,237.34	272.05	12,421.80	45.66	45.66
Case Management / Ur	Barrette	Helen	CASE MANAGER RN	1/30/2012	46.47	1,808.61	165.38	6,436.59	38.92	38.92
Admitting	Bazan	Mary	INSURANCE VERIFIER	11/13/1974	174.25	3,640.08	480	10,027.20	20.89	20.89

Schedule 3.9(d)-2

Dept	Last	First	Position	Cur DOH	PTO Bal	PTO\$\$	MM Bal	MM\$\$	Base	Wage
Respiratory Therapy	Beem	Jeremy	PCC, RESP - FT	1/9/2006	130.96	3,886.89	369.46	10,965.57	29.68	29.68
Intensive Care	Behrends	Kevin	COORD, PT CARE	4/22/2013	93.01	3,369.75	87.77	3,179.91	36.23	36.23
Recovery Room	Bell	Elizabeth	RN - STAFF (FT)	6/6/2004	47.33	2,161.09	480	21,916.80	45.66	45.66
Case Management / Ur	Bell	Bonnie	SOCIAL WORKER (MSW)	5/14/2007	50.3	1,717.75	55.09	1,881.32	34.15	34.15
Health Info. Mgmt.	Benavidez	Rachele	CODER- ABTRACTOR II	9/5/2006	21.48	590.49	329.71	9,063.73	27.49	27.49
Quality Management	Benfield	Cynthia	QUALITY SPECIALIST	5/31/2004	79.7	2,654.01	480	15,984.00	33.3	33.3
Gen Surgery-Mourello	Bennett	Kristina	MEDICAL ASST - FT	10/21/2013	11.08	120.33	28.39	308.32	10.86	10.86
Health Info. Mgmt.	Bensley	Lisa	SPEC, ACCT - ED	4/9/2012	92.57	1,317.27	213.62	3,039.81	14.23	14.23
Cath Lab	Bergen	Christine	RN - STAFF (FT)	12/28/2009	45.92	1,849.20	480	19,329.60	40.27	40.27
Case Management / Ur	Bergen	Joseph	CASE MANAGER RN	4/16/2012	90.06	3,663.64	222.29	9,042.76	40.68	40.68
Respiratory Therapy	Bernasconi	Regina	CRT I	11/21/2011	23.78	357.41	181.35	2,725.69	15.03	15.03
Cgrmc-Urgent Care Ct	Bertsch	Nancy	COORD, EHS/OHS	10/10/1988	66.43	3,470.97	431.25	22,532.81	52.25	52.25
Cgrmc-Urgent Care Ct	Bevan	Anabel	DIR URGENT CARE	9/5/2006	98.71	3,880.29	480	18,868.80	39.31	39.31
Information Systems	Biancone	Edward	ANALYST BUS SYSTEM	4/24/2013	84.61	2,707.52	89.17	2,853.44	32	32
Clinical Decision	Birdsong	Melinda	UNIT SECRETARY	10/21/2002	26.91	427.06	113.06	1,794.26	15.87	15.87
Laboratory	Bishop	Jennifer	TECH II, MED	1/13/2003	193.44	5,625.24	432.88	12,588.15	29.08	29.08
Medical	Bitoon	Agnes	RN - STAFF (FT)	5/6/2013	24.44	927.99	83.42	3,167.46	37.97	37.97
Medical	Black	Jennifer	RN - STAFF (FT)	10/2/2006	141.27	4,952.93	216.11	7,576.82	35.06	35.06
Cardiac Echo	Blackburn	Angeles	TECH III, ULTRASOUND	6/7/1999	68.64	2,724.32	480	19,051.20	39.69	39.69
Surgery And Recovery	Blakeman	Shane	TECH I, OR SURGICAL	2/28/2011	14.12	224.93	32.82	522.82	15.93	15.93
Medical	Blevins	Rebecca	TECH, NURSE-FT	3/22/2004	121.91	1,604.34	480	6,316.80	13.16	13.16
Laboratory	Bolick	Stephen	DIRECTOR SUPPORT	10/30/2013	15.32	920.73	26.63	1,600.46	60.1	60.1
Central Sterile	Bonilla	Clemente	TECH II, CENT STER	1/18/2010	37.42	673.19	18.48	332.46	17.99	17.99
Nursing Admin	Bonner	Alan	ADMIN SUPVR	1/14/2013	31.1	1,485.96	233.89	11,175.26	47.78	47.78
Dietary Services	Booze	Mary	CASHIER, DIETARY INL	11/21/2008	175.29	1,963.25	0	0.00	9.7	11.2
Sleep Lab	Boser	Jewel	ASSISTANT, SLEEP LAB	10/10/2011	71.33	806.03	253.44	2,863.87	11.3	11.3
Admitting	Brandon	Sharon	REGISTRATION	3/11/2013	48.5	551.45	36.38	413.64	11.37	11.37

Schedule 3.9(d)-3

Dept	Last	First	Position	Cur DOH	PTO Bal	PTO\$\$	MM Bal	MM\$\$	Base	Wage
			SPEC-PT							
Respiratory Therapy	Brown	Alva	RRT III	1/15/2001	81.44	2,408.18	443.43	13,112.23	29.57	29.57
Central Sterile	Brownell	Jeff	TECH II, CENT STER	2/25/2008	13.4	306.19	132.58	3,029.45	22.85	22.85
Nursing Admin	Browning	Tricia	RN- ADMISSION/DISCHRG	6/27/2011	21.36	554.93	8.23	213.82	25.98	25.98
Laboratory	Bruse	Carol	BILLING COMP AUDITOR	11/13/1989	110.3	2,446.45	480	10,646.40	22.18	22.18
Information Systems	Bui	Toan	COORDINATOR, RIS	5/6/2007	107.73	4,054.96	371.27	13,974.60	37.64	37.64
Intensive Care	Burnett	Jennifer	RN - STAFF (PT)	8/31/1998	164.49	7,413.56	480	21,633.60	45.07	45.07
Patient Accounting	Bustos	Cecilia	PBS REPRESENTV - FT	4/8/2013	11.19	165.84	91.9	1,361.96	14.82	14.82
Emergency Dept	Byrd	Pamela	RN - STAFF (FT)	8/29/2011	68	2,620.04	285.64	11,005.71	38.53	38.53
Vascular Surg/ Musso	Caballero	Denisse	COORD, PHYS OFFICE	8/1/2011	10.41	139.08	270.04	3,607.73	13.36	13.36
Surgical Day Care	Cabrera	Cynthia	RN - STAFF (FT)	1/31/2011	5.48	146.59	347.93	9,307.13	26.75	26.75
Obstetrics Acute	Calvillo	Heather	RN - STAFF (FT)	1/24/2000	4.99	195.86	124.32	4,879.56	39.25	39.25
Medical	Camacho	David	RN - STAFF (FT)	6/18/2012	119.13	4,681.81	179.35	7,048.46	39.3	39.3
Medical	Camarista	Liezel	RN - STAFF (FT)	8/21/2006	15.4	697.16	97.02	4,392.10	45.27	45.27
Ultrasound	Campbell	Joan	TECH IV, ULTRASOUND	6/12/2000	109.77	5,263.47	480	23,016.00	47.95	47.95
Admitting	Campbell	Travis	LEAD, REGIST SPEC	3/30/2009	51.24	744.00	480	6,969.60	14.52	14.52
Medical Imaging	Canning	Heidi	TECH I, RADIOLOGY	10/22/2012	72.82	1,427.27	94.38	1,849.85	19.6	19.6
Environmental Serv	Cardenas	Isabel	AIDE I, EVS	3/24/2008	238.82	2,939.87	450.01	5,539.62	12.31	12.31
Admitting	Cardenas	Esther	REGISTRATION SPEC	3/19/2007	50.51	830.89	101.17	1,664.25	16.45	16.45
Telemetry	Carreon	Jacqueline	RN - STAFF (FT)	1/3/2011	74.43	1,915.08	331.58	8,531.55	25.73	25.73
Medical	Carreon	Edna	COORD, PT CARE	9/28/1992	204.61	10,300.07	480	24,163.20	50.34	50.34
Telemetry	Casey	Wanda	TECH,NURSE-FULL TIME	3/7/2005	62.1	966.90	331.96	5,168.62	15.57	15.57
Anesthesiology	Caulton	Sophia	TECH, SUPPORT	10/29/2010	6.16	72.44	289.9	3,409.22	11.76	11.76
Case Management / Ur	Chancey	Randi	CASE MANAGER RN	8/1/2011	53.04	2,136.45	289.33	11,654.21	40.28	40.28
Telemetry	Charles	Heather	RN - STAFF (FT) INLI	9/9/2013	17.96	661.11	0	0.00	35.1	36.81
Medical	Chaw	Ei Ei	RN - STAFF (FT)	10/2/2012	71.95	2,598.83	238.47	8,613.54	36.12	36.12
Medical	Chia	Angela	COORD, PT CARE	7/25/1994	84.64	4,260.78	480	24,163.20	50.34	50.34
Information Systems	Chisenski	Walter	DIR INFORMATION	10/16/2006	158.55	9,056.38	480	27,417.60	57.12	57.12

Schedule 3.9(d)-4

Dept	Last	First	Position	Cur DOH	PTO Bal	PTO\$\$	MM Bal	MM\$\$	Base	Wage
			TECH							
Clinical Decision	Christensen	Lori	COORD, PT CARE	11/1/2002	89.04	3,960.50	45.36	2,017.61	44.48	44.48
Obstetrics Acute	Cirks	Julia	RN - STAFF (FT)	12/10/2007	21.31	946.16	480	21,312.00	44.4	44.4
Obstetrics Acute	Clark	Rachel	RN - STAFF (FT)	7/5/2006	36.92	1,073.63	419.73	12,205.75	29.08	29.08
Pharmacy	Clark	Tanya	TECH III, PHARMACY	12/7/2003	78.97	1,077.15	480	6,547.20	13.64	13.64
Intensive Care	Cole	Tanis	RN - STAFF (PT)	8/19/2012	13.66	458.70	46.26	1,553.41	33.58	33.58
Intensive Care	Compton	Petra	RN - STAFF (FT)	7/5/2009	72.57	3,144.46	255.1	11,053.48	43.33	43.33
Admitting	Connally	Dianne	REGISTRATION SPEC-PT	12/17/2012	59.52	799.95	46.15	620.26	13.44	13.44
Physical Therapy	Conner	Brandi	DIR REHAB SERVICES	7/10/2000	230.18	12,809.52	360.17	20,043.46	55.65	55.65
Environmental Serv	Contreras	Joyce	AIDE, EVS	2/25/2008	124.2	1,122.77	187.13	1,691.66	9.04	9.04
Laboratory	Cordova	Crystal	ASST II, CLIC LAB IN	3/10/2003	123.11	1,867.58	0	0.00	13.64	15.17
Admitting	Cordova	Raquel	REG SPEC- FT IN LIEU	2/11/2013	21.49	321.71	0	0.00	13.44	14.97
Telemetry	Corona-Beltran	Emilia	TECH, NURSE-IN LIEU	11/16/2009	105.18	1,378.91	0	0.00	11.6	13.11
Surgical Day Care	Corralejo	Sonya	UNIT SECRETARY	10/4/2004	18.4	269.56	9.02	132.14	14.65	14.65
Dietary Services	Corralejo	Gabriela	COOK II	5/29/2007	92.9	1,110.16	224.85	2,686.96	11.95	11.95
Obstetrics Acute	Cortezano	Julieta	RN - STAFF (FT)	2/11/2002	32.43	1,480.75	437.11	19,958.44	45.66	45.66
Materials Management	Cortezano	Johnmark	CLERK II, STORES	10/20/2008	147.44	1,952.11	47.44	628.11	13.24	13.24
Respiratory Therapy	Cota	Kimberlee	RRT I	10/22/2012	85.96	1,505.16	144.33	2,527.22	17.51	17.51
Cath Lab	Counce	Kimberly	RN - STAFF (FT)	6/15/2013	0.78	29.62	0.59	22.40	37.97	37.97
Emergency Dept	Crandall	Sheryl	UNITSEC/ADM ASST INL	12/5/2011	44.99	724.79	0	0.00	14.57	16.11
Plant Maintenance	Cronn	Ronnie	MAINT WORKER III	7/2/2006	105.33	2,445.76	480	11,145.60	23.22	23.22
Medical	Cruz	Glenda	TECH,NURSE-FULL TIME	4/9/1994	18.46	262.13	480	6,816.00	14.2	14.2
Surgical Day Care	Cruz	Teresa	RN - STAFF (FT)	1/2/2001	85.09	3,885.21	397.23	18,137.52	45.66	45.66
Emergency Dept	Cruz	Zoilo	TECH,ED CUSTOMER SVC	10/1/2007	83.29	1,336.80	480	7,704.00	16.05	16.05
Clinical Decision	Culpepper	Sandra	RN - STAFF (FT)	12/28/2009	108.44	4,519.78	301.26	12,556.52	41.68	41.68
Hosp. Administration	Curphy	Rona	C.E.O./PRESIDENT	12/21/2003	456.55	79,855.16	480	83,956.80	174.91	174.91
Emergency Dept	Dale	Vickie	RN - STAFF (FT)	5/4/1998	141.84	4,476.47	175.06	5,524.89	31.56	31.56

Schedule 3.9(d)-5

Dept	Last	First	Position	Cur DOH	PTO Bal	PTO\$\$	MM Bal	MM\$\$	Base	Wage
Dietary Services	Daniels	Debra	NUTRITION REP II	12/4/2005	195.25	2,811.60	218.89	3,152.02	14.4	14.4
Medical	Daub	Tari	RN - STAFF (FT)	10/22/2012	24.59	650.90	143.2	3,790.50	26.47	26.47
Environmental Serv	Daugherty	Justin	AIDE EVS IN LIEU	7/24/2012	124.72	1,237.22	0	0.00	8.44	9.92
Physical Therapy	Davila	Noelia	TECH, PHYS THERAP PT	12/19/2011	36.54	412.54	43.15	487.16	11.29	11.29
Telemetry	Davis	Mechelle	RN - STAFF (FT)	12/6/1999	32.58	1,176.14	445.93	16,098.07	36.1	36.1
Laboratory	Davis	Patricia	MED TECH ASST II	11/5/2006	2.34	50.03	1.17	25.01	21.38	21.38
Admitting	Davis	Matilda	REGISTRATION SPEC	1/14/2014	12.22	161.79	11.68	154.64	13.24	13.24
Cath Lab	Day	Jeremy	SUPVR, CATH LAB	6/3/2013	19.29	648.14	76.35	2,565.36	33.6	33.6
Dric - Radiology Op	De La O	Celia	TECH II, RAD (FT)	11/30/2009	27.94	800.20	248.67	7,121.91	28.64	28.64
Patient Accounting	Decarlo	Melanie	PYMT ANALYST/CASHR PT	2/3/2010	10.78	131.95	346.13	4,236.63	12.24	12.24
Dietary Services	Decker	Catherine	CLINICAL DIET LEAD	5/23/2011	29.51	825.10	300.2	8,393.59	27.96	27.96
Nursing Admin	Decuzzi	Sandra	BEH HLTH LIASON-LCSW	7/26/2004	121.64	5,471.37	480	21,590.40	44.98	44.98
Ct Scans	Defoer	Gerald	TECH II, RAD (FT)	5/29/2007	208.07	5,715.68	112.83	3,099.44	27.47	27.47
Dietary Services	Dela Cruz	Nida	LEAD, FOOD SERVICE	4/24/2005	97.35	1,690.97	122.46	2,127.13	17.37	17.37
Surgery And Recovery	Deleon	Susan	COORD, OR BILLING	5/27/1986	30.18	667.58	398.1	8,805.97	22.12	22.12
Wound Care Center	Deloney	Lula	RN - STAFF (FT)	1/26/1981	167.5	8,582.70	480	24,595.20	51.24	51.24
Intensive Care	Denham	Clair	RN - STAFF (FT)	10/19/2009	42.02	1,837.95	480	20,995.20	43.74	43.74
Medical Imaging	Dent	Jared	TECH II, RAD (FT)	2/14/2011	72.2	1,534.25	315.26	6,699.28	21.25	21.25
Recovery Room	Depadre	Diana	RN - STAFF (FT)	7/23/2007	8.37	355.06	100.78	4,275.09	42.42	42.42
General Accounting	Dernier	Marcy	ANALYST, SR FIN/REIM	12/27/1995	81.68	2,693.81	181.08	5,972.02	32.98	32.98
Medical	Diaz	Dayna	RN - STAFF (FT) INLI	11/19/2012	12	320.76	141.78	3,789.78	26.73	26.73
Respiratory Therapy	Dibble	Courtney	CRT II	2/19/2009	58.08	959.48	474.66	7,841.38	16.52	16.52
Dietary Services	Dichoso	Janet	AIDE, DIETARY	12/17/2007	72.17	899.96	221.51	2,762.23	12.47	12.47
Physical Therapy	Dickman	Trevor	THERAPIST, PHYSICAL	4/3/2006	23.96	1,121.09	480	22,459.20	46.79	46.79
Laboratory	Dino Jr.	Jerry	ASST II, CLIC LAB IN	6/29/2009	39.83	497.48	0	0.00	10.98	12.49
Human Resources	Dioses	Donna	HR CORP RECRUITER	5/14/2007	88.81	2,282.42	480	12,336.00	25.7	25.7
Plant Maintenance	Dirksen	Greg	MAINT WORKER II	7/3/2006	57.05	1,065.12	173.86	3,245.97	18.67	18.67

Schedule 3.9(d)-6

Dept	Last	First	Position	Cur DOH	PTO Bal	PTO\$\$	MM Bal	MM\$\$	Base	Wage
Medical Imaging	Dodd	Cheryl	DIR MEDICAL IMAGING	3/10/1997	80.39	4,239.77	303.14	15,987.60	52.74	52.74
Laboratory	Dodge	Norma Jean	ASST III,CLIC LAB PT	4/23/2012	13.6	167.55	10.22	125.91	12.32	12.32
Obstetrics Acute	Dodson	Mary	RN - STAFF (PT)	11/1/2004	21.17	966.62	480	21,916.80	45.66	45.66
Business Development	Doll	Kaitee Mary	COORD, VOL/MARKET SV	7/6/2010	19.45	531.57	143.2	3,913.66	27.33	27.33
Nursing Admin	Doll	Jeanne	ADMIN SUPVR	10/26/2009	61.07	2,740.82	480	21,542.40	44.88	44.88
Wound Care Center	Donos	Anne	CLINICAL RN MANAGER	5/2/2005	83.22	4,257.54	480	24,556.80	51.16	51.16
Telemetry	Dorame	Whitney	RN - STAFF (FT)	6/25/2012	11.74	287.63	8.81	215.85	24.5	24.5
Emergency Dept	Doris	Shelley	COORD, PT CARE	4/25/2005	108.45	5,455.04	356.1	17,911.83	50.3	50.3
Environmental Serv	Douglas	Kevin	AIDE I, EVS	7/3/2005	91.36	1,123.73	480	5,904.00	12.3	12.3
Respiratory Therapy	Draper	William	CRT I - INLIEU	4/12/2012	127.27	2,061.77	0	0.00	14.66	16.2
Human Resources	D'souza	Carol	DIR HUMAN RES / EVS	10/3/2005	92.88	5,245.86	480	27,110.40	56.48	56.48
Dietary Services	Ducay	Rodolfo	NUTRITION REP I	5/24/2010	98.22	1,338.74	361.02	4,920.70	13.63	13.63
Admitting	Duffy	Kathryn	REGISTRATION SPEC	8/2/2010	56.09	688.22	308.54	3,785.79	12.27	12.27
Emergency Dept	Dunker	Diann	COORD, PT CARE	10/19/1988	153.55	8,561.95	423.19	23,597.07	55.76	55.76
Intensive Care	Dunlap	Laurel	RN - STAFF (FT)	10/26/2009	5.14	221.69	272.01	11,731.79	43.13	43.13
Physical Therapy	Dunlap	Kurt	ASST, PHYS THERAPY	6/25/2007	14.65	427.63	480	14,011.20	29.19	29.19
Telemetry	Duran	Marguerite	TECH, NURSE-FT	6/26/2000	21.86	331.18	480	7,272.00	15.15	15.15
Environmental Serv	Duran	Michael	AIDE, EVS	10/8/2012	57.04	523.63	113.28	1,039.91	9.18	9.18
Admitting	Duran	Brandy	REG SPEC- FT IN LIEU	7/26/2010	126.28	2,063.42	0	0.00	14.8	16.34
Quality Management	Duran	Lorraine	ASSISTANT, MED STAFF	11/17/2010	27.27	457.32	381.28	6,394.07	16.77	16.77
Materials Management	Durant	Carol	CLERK II, STORES	4/4/2002	21.9	258.64	285.19	3,368.09	11.81	11.81
Obstetrics Acute	Edwards	Stacey	TECH II, OB	7/15/2013	49.61	770.94	61.21	951.20	15.54	15.54
Clinical Decision	Eisenhauer	Andrea	RN - STAFF (PT)	7/23/2007	46.61	1,767.45	339.61	12,878.01	37.92	37.92
Pbx Operator Dept	Ellis	Heather	PBX OPERATOR	9/8/2008	20.84	234.45	263.6	2,965.50	11.25	11.25
Telemetry	Emrick	Susan	COORD, PT CARE	10/6/2003	142.08	7,152.31	480	24,163.20	50.34	50.34
Plant Maintenance	Encinas	Jesus	MAINT WORKER IV	6/28/2010	11.24	271.56	30.92	747.03	24.16	24.16
Obstetrics Acute	Encontro	Maria Fatima	RN - STAFF (FT)	10/19/2007	89.06	3,974.75	457.41	20,414.21	44.63	44.63

Schedule 3.9(d)-7

Dept	Last	First	Position	Cur DOH	PTO Bal	PTO\$\$	MM Bal	MM\$\$	Base	Wage
Occupational Therapy	Engel	K'	THERAPIST, OCC I	9/6/2005	10.06	343.35	480	16,382.40	34.13	34.13
Cgrmc-Urgent Care Ct	Enriquez	Maria	MED ASSIST	3/14/2011	38.38	502.78	282.28	3,697.87	13.1	13.1
Patient Accounting	Enriquez	Guadalupe	PBS REPRESENTV - INLI	6/10/2002	25.32	404.36	0	0.00	14.43	15.97
Physical Therapy	Erickson	Nikki	THERAPIST, PHYSICAL	10/28/2008	45.29	1,971.02	259.98	11,314.33	43.52	43.52
Dietary Services	Errazo	Reina	COLD PREP COOK	1/31/2011	43.05	420.60	286.18	2,795.98	9.77	9.77
Medical	Espinosa	Virginia	RN - STAFF (FT)	12/5/2011	7.32	303.56	250.07	10,370.40	41.47	41.47
Respiratory Therapy	Espinosa	Ray Anthony	CRT II - FT INLIEU	9/13/2010	48.57	876.20	0	0.00	16.49	18.04
Medical	Espinoza	Bibyanna	TECH, NURSE-IN LIEU	2/25/2013	5.48	65.43	0	0.00	10.44	11.94
Intensive Care	Evans	Kathleen	COORD, PT CARE	11/28/2005	78.55	3,954.21	86.88	4,373.54	50.34	50.34
Medical	Evans	Alondra	TECH,NURSE-FULL TIME	4/8/2013	47.98	496.11	89.99	930.50	10.34	10.34
Laboratory	Evans	Frank	MED TECH ASST II	6/18/2006	97.96	1,918.06	480	9,398.40	19.58	19.58
Pathology	Evans	Stacey	TECH I, HISTOLOGY	4/2/2007	108.69	2,093.37	238.83	4,599.87	19.26	19.26
Materials Management	Evans	Catherine	SUPVR, MATERIAL	8/1/2005	62.68	1,346.99	403.62	8,673.79	21.49	21.49
Quality Management	Evans	Mary	DIR QUALITY	3/30/1987	261.98	15,464.68	480	28,334.40	59.03	59.03
Case Management / Ur	Exline	Pamela	DIR CASE MGT/UR	10/2/2000	236.71	12,233.17	464	23,979.52	51.68	51.68
Obstetrics Acute	Fales	Carolyn	RN - STAFF (FT)	3/24/1992	87.9	4,013.51	480	21,916.80	45.66	45.66
Environmental Serv	Fallis	Robert	AIDE EVS IN LIEU	9/18/2013	30.8	298.14	0	0.00	8.2	9.68
Intensive Care	Faulstick	Yvonne	UNIT SECRETARY	8/15/2011	84.67	1,298.84	258.11	3,959.41	15.34	15.34
Dietary Services	Favela	Adriana	COOK I	5/12/1999	120.65	1,727.71	480	6,873.60	14.32	14.32
Health Info. Mgmt.	Federico	Jacqueline	HIM SPECIALIST	2/14/2005	29.22	418.14	480	6,868.80	14.31	14.31
Medical	Fenwick	Stacey	RN - STAFF (FT)	6/24/2013	11.81	280.96	65.87	1,567.05	23.79	23.79
Admitting	Ferguson	Sandra	REGISTRATION SPEC	4/22/2013	35.57	463.48	50.68	660.36	13.03	13.03
Laboratory	Finch	Judy	TECH II, MED	9/23/2013	51.06	1,633.92	38.29	1,225.28	32	32
Medical	Fink	Jennifer	UNIT SECRETARY	1/24/1999	38.48	668.40	480	8,337.60	17.37	17.37
Information Systems	Fischer	John	COORDINATOR, LIS	7/16/2012	72.15	2,586.58	182.49	6,542.27	35.85	35.85
Angiography	Fitzgerald	Lynn	TECH II, SPEC PROC	10/7/2002	19.92	708.75	480	17,078.40	35.58	35.58
Telemetry	Fletcher	Wanda	COORD, PT CARE	1/7/2008	48.7	2,175.43	480	21,441.60	44.67	44.67
Dric - Radiology Op	Fleuret	Rebecca	COOR BRST CTR RES IN	6/11/2009	10.89	347.28	0	0.00	30.22	31.89
Environmental Serv	Flores	Pete	AIDE EVS IN LIEU	2/13/2012	204.97	2,078.40	0	0.00	8.65	10.14

Schedule 3.9(d)-8

Dept	Last	First	Position	Cur DOH	PTO Bal	PTO\$\$	MM Bal	MM\$\$	Base	Wage
Medical	Ford	Katherine	UNIT SECRETARY	4/11/1977	76.59	1,513.42	480	9,484.80	19.76	19.76
Patient Accounting	Foshee	Cindy	PBS REPRESENTV - FT	12/20/2010	6.16	93.14	175.76	2,657.49	15.12	15.12
Case Management / Ur	Fossen	Terry	CASE MANAGER RN	10/24/2012	61.9	2,194.36	146.91	5,207.96	35.45	35.45
Wound Care Center	Fox	Linda	RN - STAFF (FT)	8/31/2006	35.16	1,605.41	374.49	17,099.21	45.66	45.66
Dietary Services	Fox	Diane	AIDE, DIETARY (PT)	10/25/2010	76.29	900.98	354.91	4,191.49	11.81	11.81
Hosp. Administration	Francis	Karen	C.F.O.	10/15/2007	296.08	42,685.85	480	69,201.60	144.17	144.17
Ct Scans	Funk	Joyce	TECH III, RADIOLOGY	1/5/2004	21.96	749.93	480	16,392.00	34.15	34.15
Endoscopy	Gaige	Jann	COORD, PT CARE	11/12/2009	15.16	706.76	353.62	16,485.76	46.62	46.62
Dietary Services	Gallegos	Tiffany	CLERK II, DIETARY	4/8/2002	118.18	1,692.34	480	6,873.60	14.32	14.32
Medical	Gamboa	Guy	TECH,NURSE-FULL TIME	5/16/2013	16.69	174.24	12.51	130.60	10.44	10.44
Telemetry	Garcia	Myana	UNIT SECRETARY	5/7/2006	8.73	120.74	117.2	1,620.88	13.83	13.83
Telemetry	Garcia	Oscar	TECH, MONITOR	9/9/1991	169.39	3,348.84	480	9,489.60	19.77	19.77
Obstetrics Acute	Garcia	Evangelina	RN - STAFF (FT)	9/5/1990	118.34	5,403.40	300.38	13,715.35	45.66	45.66
Respiratory Therapy	Garcia	Kristine	RRT III	1/14/2007	97.53	2,448.00	234.39	5,883.19	25.1	25.1
Dietary Services	Garcia	Donna	LEAD, FOOD SERVICE	9/4/2003	91.11	1,756.60	480	9,254.40	19.28	19.28
Environmental Serv	Garcia	Thelma	AIDE II, EVS	8/13/2006	238.91	3,421.19	304.46	4,359.87	14.32	14.32
Plant Maintenance	Garcia	Daniel	MAINT WORKER IV	10/21/2013	14.98	342.74	30.36	694.64	22.88	22.88
Admitting	Garcia	Debra	INSURANCE VERIFIER	1/17/1990	65.73	1,131.21	148.55	2,556.55	17.21	17.21
Gen Surgery-Mourello	Garcia	Juliene	LEAD, PHY OFF COORD	10/21/2007	6.85	111.59	472	7,688.88	16.29	16.29
Plant Maintenance	Garcia Sr	Efrain	MAINT WORKER II	1/1/2006	174.27	3,361.67	480	9,259.20	19.29	19.29
Information Systems	Garvin	Leslie	COORD, CLINICAL APP	1/23/2006	146.73	8,959.33	480	29,308.80	61.06	61.06
Ob-Gyn-Salisbury	Gastelum	Jana	MEDICAL ASST - FT	10/21/2013	11.04	119.89	28.31	307.45	10.86	10.86
Medical	Geller	Jacquelyn	RN - STAFF (FT) INLI	8/26/2013	61.84	1,652.98	0	0.00	25.1	26.73
Emergency Dept	Geneston-Dino	Lyn	RN - STAFF (FT)	2/11/2008	55.8	2,452.41	249.53	10,966.84	43.95	43.95
Telemetry	Ghongkedze	Agfuokizeh	RN - STAFF (FT)	4/6/2012	37.2	884.99	72.9	1,734.29	23.79	23.79
Medical	Gibson	Raquel	RN - STAFF (FT)	10/24/2011	35.78	984.67	26.84	738.64	27.52	27.52
Emergency Dept	Gibson	Renee	UNIT SECRETARY	11/16/2009	7.92	108.03	417.3	5,691.97	13.64	13.64

Schedule 3.9(d)-9

Dept	Last	First	Position	Cur DOH	PTO Bal	PTO\$\$	MM Bal	MM\$\$	Base	Wage
Telemetry	Giedd	Gloria	UNIT SECRETARY	6/28/2004	193.35	3,296.62	454.37	7,747.01	17.05	17.05
Clinical Decision	Gillson	Sarah	RN - STAFF (FT)	4/11/2011	30.19	993.85	320.6	10,554.15	32.92	32.92
Respiratory Therapy	Gilman	Bonnie Jo	RRT II	3/24/2008	12.84	321.51	195.06	4,884.30	25.04	25.04
Admitting	Glass	Barbara	LEAD, REGIST SPEC	5/12/2003	15.42	295.29	480	9,192.00	19.15	19.15
Dietary Services	Glendenning	Jocelyn	NUTRITION REP I	1/25/2010	165.7	1,564.21	249.42	2,354.52	9.44	9.44
Medical Imaging	Gomez	Osvaldo	TECH I, RAD INLIEU	2/29/2012	5.42	114.31	0	0.00	19.51	21.09
Medical	Gonzales	Jessy	RN - STAFF (FT)	9/1/1999	249.56	11,394.91	480	21,916.80	45.66	45.66
Surgery And Recovery	Gonzales	Jacque	RN - STAFF (FT)	6/23/2003	34.65	1,582.12	480	21,916.80	45.66	45.66
Laboratory	Gonzales	Santos	ASST IV, CLIC LAB IN	8/13/2006	146.9	2,672.11	0	0.00	16.64	18.19
Emergency Dept	Goodenough	Kristina	RN - STAFF (FT)	6/4/2012	48.3	1,897.22	190.71	7,491.09	39.28	39.28
Patient Accounting	Goodman	Gina	PBS REPRESENTV - FT	2/21/2011	38.51	556.08	171.77	2,480.36	14.44	14.44
Medical	Gowans	Dara	RN - STAFF (FT)	11/8/2010	154.24	4,125.92	373.64	9,994.87	26.75	26.75
Pbx Operator Dept	Grammer	Marie	PBX OPERATOR	7/1/1985	137.28	1,842.30	480	6,441.60	13.42	13.42
Emergency Dept	Granados	Steven	TECH,ED CUSTOMER SVC	4/9/2012	84.38	1,015.94	211.13	2,542.01	12.04	12.04
Plant Maintenance	Granillo Jr.	Fernando	MANAGER	9/1/2003	91.42	3,180.50	480	16,699.20	34.79	34.79
Telemetry	Gray	Lora	TECH, MONITOR	9/9/2013	44.17	755.75	42.13	720.84	17.11	17.11
Dietary Services	Green	Evelyn	AIDE, DIETARY	5/21/2012	6.06	60.12	173.88	1,724.89	9.92	9.92
Laboratory	Griffin	Jarrod	TECH I, MED	3/5/2013	133.12	3,692.75	103.22	2,863.32	27.74	27.74
Health Info. Mgmt.	Grimes	Kenyatta	HIM SPECIALIST	10/23/2005	52.47	654.30	322.83	4,025.69	12.47	12.47
Medical	Guanlao	Ma Lina	RN - STAFF (FT)	9/1/1999	49.54	2,262.00	435.76	19,896.80	45.66	45.66
Endoscopy	Gubbins	Sheri	RN - STAFF (FT)	7/10/1989	20.92	955.21	480	21,916.80	45.66	45.66
Admitting	Gump	Charlene	REGISTRATION SPEC	7/22/2011	112.04	1,408.34	224.32	2,819.70	12.57	12.57
Laboratory	Gustafson	Tamera	MANAGER	2/13/2012	42.46	1,607.54	126.27	4,780.58	37.86	37.86
Plant Maintenance	Gutierrez	Juan	MAINT WORKER IV	6/7/2012	132.41	3,151.36	194.85	4,637.43	23.8	23.8
Patient Accounting	Haddock	Adam	LEAD,PMT ANLYST/CASH	8/6/2013	17.63	310.29	54.85	965.36	17.6	17.6
Nursing Admin	Hakeman	Dorothy	DIR TELE/WOUND/STAFF	9/23/2002	31.09	1,898.36	277.82	16,963.69	61.06	61.06
Patient Accounting	Hale	Elaine	PBS REPRESENTV - FT	1/21/2013	60.06	890.09	120.05	1,779.14	14.82	14.82
General Accounting	Hall	Keith	SPEC ACCT PAYABLE	11/24/2010	15.34	292.69	18.45	352.03	19.08	19.08
Hosp. Administration	Hall	Rebecca	ASSIST TO THE CEO	11/17/1997	93.45	3,901.54	480	20,040.00	41.75	41.75

Schedule 3.9(d)-10

Dept	Last	First	Position	Cur DOH	PTO Bal	PTO\$\$	MM Bal	MM\$\$	Base	Wage
Pharmacy	Halverson	Daryll	PHARMACIST - STAFF	9/1/1999	142.07	7,985.75	480	26,980.80	56.21	56.21
Pathology	Hanneman	Daylynn	TECH I, HISTOLOGY	2/25/2008	7.7	122.35	32.1	510.07	15.89	15.89
Medical Imaging Rn's	Hansen-Ibarra	Wendy	COORD, PT CARE	3/25/2002	76.33	3,722.61	480	23,409.60	48.77	48.77
Emergency Dept	Hardy	Vanessa	RN - STAFF (FT)	7/23/2007	114.62	5,019.21	102.66	4,495.48	43.79	43.79
Respiratory Therapy	Hargrove	Priscilla	PCC, RESP - FT	3/4/2009	144.56	2,846.39	438.09	8,625.99	19.69	19.69
Pathology	Harwood	Carol	HISTOLOGY LEAD	9/6/2011	50.23	888.57	281.49	4,979.56	17.69	17.69
Dric - Radiology Op	Hatfield	Wade	TECH IV, RADIOLOGY	4/23/2007	27.17	684.68	480	12,096.00	25.2	25.2
Laboratory	Haushalter	Mark	TECH II, MED	7/11/1999	105.22	3,591.16	480	16,382.40	34.13	34.13
Emergency Dept	Hawking	Leslie	RN - STAFF (FT)	12/17/2012	29.29	931.42	118.56	3,770.21	31.8	31.8
Cath Lab	Heestand	Sandra	RN - STAFF (FT)	3/12/2012	83.68	3,486.11	8.78	365.77	41.66	41.66
Health Info. Mgmt.	Heiskanen	Mari	CHARGE ANALYST (RN)	8/14/2000	133.17	5,076.44	480	18,297.60	38.12	38.12
Obstetrics Acute	Henderson	Sharon	RN - STAFF (PT)	11/8/2010	1.01	41.90	90.61	3,759.41	41.49	41.49
Hosp. Administration	Henderson	Corinne	ASST,ADMIN EXECUTIVE	12/12/2005	81.84	2,412.64	480	14,150.40	29.48	29.48
Medical	Heraldez	Matea	TECH,NURSE-FULL TIME	5/5/2003	41.02	564.44	98.02	1,348.76	13.76	13.76
Medical Imaging	Heraldez	Ocairi	TECH II, RAD (FT)	2/25/2008	12	267.60	480	10,704.00	22.3	22.3
Intensive Care	Hernandez	Sarah	UNIT SECRETARY	7/5/2012	103.53	1,216.48	160.33	1,883.88	11.75	11.75
Laboratory	Hernandez	Viviann	ASST IV, CLIC LAB IN	7/2/2006	14.41	233.59	0	0.00	14.67	16.21
General Accounting	Hernandez	Angelina	SUPVR, PAYROLL	8/1/1994	35.56	1,031.95	480	13,929.60	29.02	29.02
Patient Accounting	Hernandez	Hope	PBS REPRESENTV - FT	10/18/2004	69.57	1,040.77	480	7,180.80	14.96	14.96
Admitting	Hester	Jolene	REGISTRATION SPEC	2/18/2013	5.35	71.90	49.94	671.19	13.44	13.44
Intensive Care	Hight	Willie	RN - STAFF (FT)	10/5/1999	108.5	4,954.11	480	21,916.80	45.66	45.66
Admitting	Hill	Meredith	REGISTRATION SPEC	3/20/2012	31.63	364.06	146.37	1,684.72	11.51	11.51
Intensive Care	Hitsman	Amelita	COORD, PT CARE	6/12/1980	131.79	6,634.31	31.88	1,604.84	50.34	50.34
Admitting	Hitsman	Lynda	REGISTRATION SPEC	6/24/1987	114.4	2,136.99	480	8,966.40	18.68	18.68
Respiratory Therapy	Hobley	Andrew	PCC, RESP - FT	12/21/2009	98.18	2,534.03	435.32	11,235.61	25.81	25.81
Telemetry	Hoff	Patricia	RN - STAFF (FT) INLI	7/1/2013	6.52	181.39	0	0.00	26.18	27.82
Obstetrics Acute	Hoffman	Sarah	RN - STAFF (PT)	6/18/2001	55.16	2,010.58	480	17,496.00	36.45	36.45
Nursing Admin	Hoffman	Amanda	ADMIN SUPRVR PT	8/1/1999	35.66	1,477.04	480	19,881.60	41.42	41.42

Schedule 3.9(d)-11

Dept	Last	First	Position	Cur DOH	PTO Bal	PTO\$\$	MM Bal	MM\$\$	Base	Wage
Endoscopy	Holcombe	Mary	TECH, GIA	11/17/1997	18.34	351.21	480	9,192.00	19.15	19.15
Admitting	Holland	Shawanna	REG SPEC- FT IN LIEU	8/13/2012	15.9	245.50	0	0.00	13.91	15.44
Emergency Dept	Hollingshead	Kathleen	RN - STAFF (FT)	1/18/2010	138.85	5,987.21	477.04	20,569.96	43.12	43.12
Emergency Dept	Holmes	Susan	UNIT SECRETARY	7/22/2000	17.71	319.49	279.21	5,036.95	18.04	18.04
Wound Care Center	Hughes	Mary-Kathryn	RN - STAFF (PT)	10/10/1994	112.55	6,057.44	448.62	24,144.73	53.82	53.82
Patient Accounting	Hughes	Gayle	PBS REPRESENTV - FT	10/19/1992	217.27	4,117.27	367.37	6,961.66	18.95	18.95
Dietary Services	Huston	Jacqueline	DIR DIETARY SERVICES	9/14/1981	252.3	10,583.99	480	20,136.00	41.95	41.95
Intensive Care	Hutter	Kathleen	RN - STAFF (FT)	9/12/2011	27.64	1,135.17	28.23	1,159.41	41.07	41.07
Intensive Care	Ibarra Jr.	Fernando	RN - STAFF (PT)	2/21/1998	23.06	998.50	480	20,784.00	43.3	43.3
Dietary Services	Irwin	Jamie	CLINICAL DIETICIAN I	8/26/2013	29.6	547.01	46.2	853.78	18.48	18.48
Emergency Dept	Jabungan	Joe Marie	RN - STAFF (FT)	6/26/2009	17.99	738.31	480	19,699.20	41.04	41.04
Telemetry	Jackson	Sarretta	TECH,NURSE-FULL TIME	5/21/2013	16.8	208.49	74.66	926.53	12.41	12.41
Environmental Serv	Jackson	Albert	TECH I, ENVIRONMENTA	5/24/1999	82.98	1,327.68	480	7,680.00	16	16
Emergency Dept	Jacobs	Corrine	RN - STAFF (FT)	8/12/2002	60.85	2,205.20	460.62	16,692.87	36.24	36.24
Laboratory	Jamali	Lorraine	TECH I, MED	12/29/1993	33.54	1,136.67	480	16,267.20	33.89	33.89
Information Systems	James	Jacob	NETWRK ADMINISTRATOR	1/28/2013	35.62	1,285.17	78.54	2,833.72	36.08	36.08
Human Resources	Jamias-Errazo	Marilu	HR ASSOCIATE III	3/1/2000	45.33	1,051.20	480	11,131.20	23.19	23.19
Dietary Services	Johns	Marissa	CLERK I, DIET INLIEU	7/30/2012	49.61	512.47	0	0.00	8.84	10.33
Intensive Care	Johnson	Barbaranne	UNIT SECRETARY - PT	7/24/2000	74.02	1,285.73	398.97	6,930.11	17.37	17.37
Intensive Care	Johnson	Debi	RN - STAFF (FT)	11/7/2008	82.48	3,557.36	116.56	5,027.23	43.13	43.13
Surgical Day Care	Johnson	Lily	RN - STAFF (FT)	6/14/1993	78.51	3,584.77	449.41	20,520.06	45.66	45.66
Materials Management	Jones	Alvin	CLERK II, STORES	8/9/1998	220.21	3,924.14	480	8,553.60	17.82	17.82
Admitting	Jones	Mary	REGISTRATION SPEC	5/7/2003	161.73	2,278.78	59.59	839.62	14.09	14.09
Quality Management	Jones	Kimberly	COORD, CREDENTIALING	7/7/2008	167	2,748.82	480	7,900.80	16.46	16.46
Laboratory	Juarez	Nancy	ASST IV, CLIC LAB	11/17/2005	44.63	775.22	473.18	8,219.14	17.37	17.37

Schedule 3.9(d)-12

Dept	Last	First	Position	Cur DOH	PTO Bal	PTO\$\$	MM Bal	MM\$\$	Base	Wage
Sleep Lab	Justus	Jennifer	TECH SLEEP CRTII INL	6/13/2011	9.7	255.21	0	0.00	24.69	26.31
Pharmacy	Kazem	Nadine	PHARMACIST - STAFF	4/22/2013	40.69	1,776.53	13.65	595.96	43.66	43.66
Surgery And Recovery	Keeton	Betty	SCHEDULER	10/18/1977	40.35	757.77	142.97	2,684.98	18.78	18.78
Medical	Kellock	Grace	RN - STAFF (FT)	10/14/1996	14.77	674.40	480	21,916.80	45.66	45.66
Emergency Dept	Kelly	Carrie	TECH,ED CUST SVC INL	6/2/2008	159.95	2,543.21	0	0.00	14.36	15.9
Patient Accounting	Kelly	Wayne	PYMT ANALYST/CASHIER	4/27/2011	34.93	446.41	276.18	3,529.58	12.78	12.78
Telemetry	Kendall	Audrey	TECH, NURSE-PT	10/7/2013	28.22	320.86	21.14	240.36	11.37	11.37
Telemetry	Kendall	Claudia	RN - STAFF (FT)	9/29/2003	79.8	3,643.67	480	21,916.80	45.66	45.66
Surgery And Recovery	Kendall	Paula	RN - STAFF (FT)	2/28/2011	76.81	3,185.31	102.21	4,238.65	41.47	41.47
Business Development	Kerr-Osman	Karen	DIR COMM RELAT/FOUND	11/1/2004	83.61	3,350.25	480	19,233.60	40.07	40.07
Endoscopy	Kissinger	Lindsay	RN - STAFF (FT)	4/4/2005	14.58	392.06	141.14	3,795.25	26.89	26.89
Information Systems	Kissinger	Kristine	ANALYST, CLNCL SYS	12/2/1991	122.12	3,855.33	480	15,153.60	31.57	31.57
Health Info. Mgmt.	Knudsen	Norma	CODER-ABTRACTOR II	2/14/2005	62.89	1,859.66	480	14,193.60	29.57	29.57
Emergency Dept	Kramer	Jessica	RN - PD 4	9/10/2012	8.05	305.90	0	0.00	38	38
Patient Accounting	Kramer	Darcy	PBS REPRESENTV - FT	6/6/2011	20.04	316.63	313.8	4,958.04	15.8	15.8
Medical	Krueger-Baker	Deborah	TECH,NURSE-FULL TIME	9/26/2011	14.24	194.09	18.06	246.16	13.63	13.63
Intensive Care	Kugler	Brenda	RN - STAFF (FT)	11/22/2010	2.77	116.04	2.08	87.13	41.89	41.89
Medical	Kukawski	Angel	COORD, PT CARE	6/1/2004	12.9	579.98	480	21,580.80	44.96	44.96
Obstetrics Acute	Kwek	Regina	TECH II, OB	8/8/1994	34.22	711.78	480	9,984.00	20.8	20.8
Dietary Services	Lakes	Sandra	CLINICAL DIETICIAN I	1/27/2003	68.48	1,966.75	480	13,785.60	28.72	28.72
Respiratory Therapy	Lant	Thomas	RRT II	9/13/2010	92.88	1,832.52	149.18	2,943.32	19.73	19.73
Patient Accounting	Larocca	Kellyanne	BUS OFFICE MGR	6/20/2011	120.54	3,330.52	221.76	6,127.23	27.63	27.63
Medical	Leal	Yvonne	RN - STAFF (PT) INLI	2/26/2006	26.02	1,016.60	0	0.00	37.76	39.07
Emergency Dept	Leary	Charlene	RN - STAFF (FT)	5/21/2001	139.36	3,585.73	186.72	4,804.31	25.73	25.73
Respiratory Therapy	Ledoux	Alexandrea	RRT II - INLIEU	11/21/2011	13.83	287.11	0	0.00	19.18	20.76

Schedule 3.9(d)-13

Dept	Last	First	Position	Cur DOH	PTO Bal	PTO\$\$	MM Bal	MM\$\$	Base	Wage
Surgery And Recovery	Lee	Jennifer	COORD, PT CARE	6/16/2003	140.07	7,051.12	480	24,163.20	50.34	50.34
Surgery And Recovery	Lehman	Jennifer	DIR PERI-OP SERVICES	6/7/1999	173.85	9,001.95	480	24,854.40	51.78	51.78
Respiratory Therapy	Leija	Crystal	ASSISTANT, RESP.CARE	3/29/2010	7.17	85.18	251.62	2,989.25	11.88	11.88
Clinical Decision	Leos	Carmen	RN - STAFF (FT)	3/11/2002	113.07	3,054.02	480	12,964.80	27.01	27.01
Dietary Services	Leslie	Teresa	AIDE, DIETARY	10/23/2005	73.17	738.29	438.16	4,421.03	10.09	10.09
Intensive Care	Lethem	Kathryn	RN - STAFF (FT)	10/6/2008	75.69	3,183.52	456.42	19,197.03	42.06	42.06
Intensive Care	Lillard	Linda	RN - STAFF (PT)	3/17/2013	33.67	1,483.50	66.4	2,925.58	44.06	44.06
Information Systems	Lindauer	Shawn	ANALYST, CLNCL SYS	11/8/2010	35.24	785.85	64.68	1,442.36	22.3	22.3
Medical	Lindsey	Trina	RN - STAFF (FT)	10/7/2013	42.05	1,188.75	31.54	891.64	28.27	28.27
Medical	Livernois	Traci	TECH,NURSE-FULL TIME	6/25/2007	13.35	209.06	230.35	3,607.28	15.66	15.66
Intensive Care	Lloyd	Maria	RN - STAFF (FT)	7/18/2011	29.25	1,088.69	281.52	10,478.17	37.22	37.22
Medical	Loecker	Joanne	RN - STAFF (FT)	1/14/1985	115.93	5,293.36	331.54	15,138.12	45.66	45.66
Surgery And Recovery	Loewenhagen	Krista	TECH I, OR SURG-IN L	12/1/2010	16.21	295.02	0	0.00	16.65	18.2
Laboratory	Logan	James	TECH II, MED	6/25/2003	170.47	5,209.56	239.7	7,325.23	30.56	30.56
Medical Imaging	Longieliere	Lori Lee	TECH II, RAD (FT)	7/18/2011	42.6	1,145.09	234.18	6,294.76	26.88	26.88
Pharmacy	Lopez	Jessica	TECH-PHARM LD/BUY IN	8/15/2005	115.54	2,065.86	0	0.00	16.33	17.88
Admitting	Lopez	Valerie	REGISTRATION SPEC	3/9/2006	73.73	885.50	480	5,764.80	12.01	12.01
Respiratory Therapy	Love	James	RRT III	1/15/2006	35.85	1,060.08	217.26	6,424.38	29.57	29.57
Obstetrics Acute	Lucas	Anna	TECH II, OB	4/18/1986	118.87	2,898.05	247.02	6,022.35	24.38	24.38
Case Management / Ur	Luther	Madeline	CASE MANAGER RN	3/26/2012	40.18	1,586.71	219.33	8,661.34	39.49	39.49
Cath Lab	Maclean	Jessica	INTERIM DIRECTOR	4/21/2008	32.35	1,432.46	429.66	19,025.34	44.28	44.28
Telemetry	Magana	Norma	TECH,NURSE-FULL TIME	7/15/2002	16.36	216.12	480	6,340.80	13.21	13.21
Respiratory Therapy	Mallari	Melanie	CRT I	3/12/2012	29.34	419.56	142.07	2,031.60	14.3	14.3
Obstetrics Acute	Marlar	Annette	RN - STAFF (PT)	11/12/2007	15.28	662.24	117.46	5,090.72	43.34	43.34
Case Management / Ur	Marolf	Melissa	CASE MANAGER RN	5/3/1999	41.85	1,761.89	116.3	4,896.23	42.1	42.1
Wound Care Center	Marquez	Hemma	COORD, OFFICE WC	6/30/2010	12.63	231.63	378.49	6,941.51	18.34	18.34
Cgrmc-Urgent Care Ct	Marsh	Dana	LPN - STAFF (FT)	5/8/2000	133.91	3,109.39	403	9,357.66	23.22	23.22

Schedule 3.9(d)-14

Dept	Last	First	Position	Cur DOH	PTO Bal	PTO\$\$	MM Bal	MM\$\$	Base	Wage
Telemetry	Martin	David	TECH, MONITOR	1/31/1994	202.67	3,445.39	480	8,160.00	17	17
Medical	Martinez	Mary	LPN - STAFF (PT)	10/24/1988	227.41	6,099.14	480	12,873.60	26.82	26.82
Surgical Day Care	Martinez	Anna	RN - STAFF (FT)	10/16/2000	18.46	842.88	480	21,916.80	45.66	45.66
Laboratory	Martinez	Connie	ASST II, CLIC LAB	6/18/2006	174.64	2,189.99	480	6,019.20	12.54	12.54
Respiratory Therapy	Martinez	Eileen	PCC, RESP - FT	8/25/2003	74.21	2,270.83	8.86	271.12	30.6	30.6
Admitting	Martinez	Gloria	REGISTRATION SPEC	1/5/2009	22.22	315.97	171.18	2,434.18	14.22	14.22
Health Info. Mgmt.	Martinez	Valerie	HIM GENERALIST	6/25/2006	25.71	276.38	480	5,160.00	10.75	10.75
Clinical Decision	Marucut	Yolanda	TECH,NURSE-FULL TIME	10/27/2005	40.59	572.32	480	6,768.00	14.1	14.1
Sleep Lab	Mason Jr.	Darrell	PCC, RESP - FT	5/16/2005	57.75	1,798.91	480	14,952.00	31.15	31.15
Telemetry	Maxwell	Arlene	RN - STAFF (FT)	4/30/2010	105.42	4,502.49	429.35	18,337.54	42.71	42.71
Obstetrics Acute	Mazur	Kimberly	TECH I, OB	12/2/2013	19.2	362.11	14.41	271.77	18.86	18.86
Intensive Care	Mcarthur	Pauline	RN - STAFF (FT)	5/12/2013	46.31	1,758.39	70.14	2,663.22	37.97	37.97
Obstetrics Acute	Mccahill	Diana	RN - STAFF (FT)	10/22/2012	183.89	4,915.38	146.94	3,927.71	26.73	26.73
Cardiac Echo	Mccandless	Mike	TECH I, ULTRASOUND	8/6/2007	150.33	4,478.33	480	14,299.20	29.79	29.79
Admitting	Mcclellan	Patricia	MANAGER	3/30/2009	91.84	3,292.46	480	17,208.00	35.85	35.85
Laboratory	Mccullough	Katie	ASST III,CLIC LAB IN	9/24/2012	7.03	85.41	0	0.00	10.65	12.15
Information Systems	Mcdaniels Jr	Dewayne	ANALYST, CLNCL SYS	5/6/2013	20.14	823.12	84.09	3,436.76	40.87	40.87
Ultrasound	Mcdonough	Glenda	TECH III, ULTRSND- PD	3/28/2011	27.84	1,278.69	89.12	4,093.28	39.94	45.93
Nursing Admin	Mcfarland	Bonnie	RN- ADMISSION/DISCHRG	8/9/2004	53.81	2,390.78	133.42	5,927.85	44.43	44.43
Materials Management	Mcfarling	John	CLERK II, STORES	2/10/2010	86	871.18	440.11	4,458.31	10.13	10.13
Pbx Operator Dept	Mcmahon	Barbara	PBX OPERATOR	8/28/2006	192.15	2,532.54	479.73	6,322.84	13.18	13.18
Ultrasound	Mcmillan	Cheryl	TECH III, ULTRASOUND	1/2/2012	120.12	4,866.06	246.84	9,999.49	40.51	40.51
Coumadin Clinic	Mcphail	Rose Mary	RN - STAFF (PT)	6/15/1998	125.74	5,741.29	332.39	15,176.93	45.66	45.66
Medical Imaging	Meade	Patrick	TECH III, RADIOLOGY	8/18/2003	16.83	546.98	480	15,600.00	32.5	32.5
Medical Imaging	Medina	Yahjaira	TECH, PRACTICAL	6/10/2002	63.25	1,043.63	480	7,920.00	16.5	16.5
Dric - Radiology Op	Mendez	Karina	TECH III, RADIOLOGY	3/6/2006	38.21	983.91	480	12,360.00	25.75	25.75
Laboratory	Mendivil	Melissa	ASST III,CLIC LAB PT	9/27/2010	55.62	661.88	354.13	4,214.15	11.9	11.9

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Dept	Last	First	Position	Cur DOH	PTO Bal	PTO\$\$	MM Bal	MM\$\$	Base	Wage
Intensive Care	Mendonca	Veronica	RN - STAFF (PT) INLI	3/22/2008	49.03	2,171.05	0	0.00	42.92	44.28
Obstetrics Acute	Mendoza	Debora	COORD, PT CARE	1/20/1991	35.91	1,807.71	395.6	19,914.50	50.34	50.34
Surgery And Recovery	Mennenga	Jennifer	TECH I, OR SURGICAL	4/23/2012	6.16	94.37	206.63	3,165.57	15.32	15.32
Information Systems	Meuer	Thomas	TECH I, COMPUTER	7/23/2012	95.89	1,468.08	179.92	2,754.58	15.31	15.31
Medical	Miller	Heather	RN - STAFF (FT)	2/13/2012	25.65	688.96	87.86	2,359.92	26.86	26.86
Photo Copy	Miller	Suellen	CLERK, COPY CENTER	9/10/2009	73.4	726.66	264.34	2,616.97	9.9	9.9
Medical	Milone	Elizabeth	RN - STAFF (FT)	5/22/2000	58.6	1,486.10	480	12,172.80	25.36	25.36
Clinical Decision	Mitchell	Patsy	RN - STAFF (FT)	4/23/2012	53.53	2,093.56	193.19	7,555.66	39.11	39.11
Cath Lab	Mitchell	Lisa	TECH II, SPEC PROC	5/24/2010	6.32	210.33	147.02	4,892.83	33.28	33.28
Clinical Decision	Moat	Caitlin	UNIT SECTY (IN LIEU)	4/9/2012	88.01	1,126.53	0	0.00	11.29	12.8
Medical Imaging	Mock	Jessica	TECH I, RAD INLIEU	4/30/2012	29.94	631.43	0	0.00	19.51	21.09
Medical	Mollet	Jennifer	RN - STAFF (FT)	10/21/2013	37.51	1,290.72	28.14	968.30	34.41	34.41
Hosp. Administration	Moncayo	Joseph	VP ANCILLARY SERVICE	10/2/1995	94.76	6,713.75	480	34,008.00	70.85	70.85
Laboratory	Moncivaiz	Erika	ASST I, CLIC LAB INL	2/19/2013	16.76	177.99	0	0.00	9.13	10.62
Clinical Decision	Monterde	Elizabeth	RN - STAFF (FT)	7/30/2006	129.87	3,293.50	229.12	5,810.48	25.36	25.36
Endoscopy	Montijo	Anissa	TECH, GIA	1/31/1994	13.17	248.78	480	9,067.20	18.89	18.89
Cgrmc-Urgent Care Ct	Montijo	Jose	MED ASSIST - INLIE	12/6/2010	30.45	457.05	0	0.00	13.48	15.01
Medical Imaging Rn's	Moody	Carol	RN - STAFF (FT)	8/10/2009	73.15	3,169.59	480	20,798.40	43.33	43.33
Telemetry	Moore	Beth	RN - STAFF (FT)	4/14/2003	52.26	2,231.50	150.82	6,440.01	42.7	42.7
Ct Scans	Morales	Adrienne	TECH II, RAD (FT)	11/23/1998	102.05	2,593.09	11.88	301.87	25.41	25.41
Environmental Serv	Morales	Ray	LEAD FLOOR TECH	6/18/2001	227.67	3,954.63	480	8,337.60	17.37	17.37
Surgical Day Care	Moreno	Esther	RN - STAFF (FT)	7/5/2010	28.46	1,013.18	105.35	3,750.46	35.6	35.6
Dietary Services	Moroyoque	Margie	CASHIER, DIETARY	9/16/1993	161	2,279.76	367.43	5,202.81	14.16	14.16
Angiography	Morris	Bradley	TECH I, SPECIAL PROC	8/31/2007	7.7	176.02	480	10,972.80	22.86	22.86
Physical Therapy	Morris	Brian	ASST, PHYS THERAPY	1/1/2004	76.91	1,701.25	480	10,617.60	22.12	22.12
Environmental Serv	Morton	Jonathan	AIDE I, EVS	5/21/2001	127.99	1,541.00	480	5,779.20	12.04	12.04
Dietary Services	Moya	Yolanda	COOK II	10/13/1997	81.76	1,229.67	480	7,219.20	15.04	15.04
Obstetrics Acute	Munguia	Amy	DIR OBSTETRICS	10/15/2007	106.99	5,349.50	462.38	23,119.00	50	50

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Dept	Last	First	Position	Cur DOH	PTO Bal	PTO\$\$	MM Bal	MM\$\$	Base	Wage
Patient Accounting	Mutton	Virginia	PBS REPRESENTV - FT	7/2/2006	30.35	523.84	61.85	1,067.53	17.26	17.26
Telemetry	Myers	Katherine	RN - STAFF (FT)	9/9/2013	43.8	1,287.72	41.85	1,230.39	29.4	29.4
Information Systems	Nall	Danna	ANALYST, SYSTEMS	6/13/1988	144.59	4,469.28	480	14,836.80	30.91	30.91
Environmental Serv	Natal	Thomas	AIDE II, EVS PT	5/27/1996	270.9	3,879.29	480	6,873.60	14.32	14.32
Medical	Navoa	Maria	RN - STAFF (FT)	9/28/1992	191.51	8,744.35	480	21,916.80	45.66	45.66
Telemetry	Ndambasha	Victoria	RN - STAFF (FT)	12/10/2008	191.22	8,050.36	480	20,208.00	42.1	42.1
Intensive Care	Ndegwa	Jane	RN - STAFF (FT)	11/2/2009	75.11	3,239.49	475.89	20,525.14	43.13	43.13
Nuclear Medicine	Nelson	David	TECH, NUC MED	8/20/2001	67.71	2,774.08	480	19,665.60	40.97	40.97
Admitting	Nelson	Janet	REGISTRATION SPEC	4/21/2008	74.37	934.09	182.62	2,293.71	12.56	12.56
Intensive Care	Nicholas	Rose	RN - STAFF (FT)	8/26/2013	47.57	1,806.23	44.68	1,696.50	37.97	37.97
Medical	Nicholas	Kaitlin	RN - STAFF (FT)	11/19/2012	134.98	3,693.05	137.25	3,755.16	27.36	27.36
Physical Therapy	Nickason	Gloria	SUPVR, OFFICE	1/1/2004	78.67	1,538.79	480	9,388.80	19.56	19.56
Intensive Care	Niemeyer	Steven	RN - STAFF (FT) INLI	12/29/2008	31.49	1,352.18	0	0.00	41.17	42.94
Clinical Decision	Nokes-Tracy	Veronica	COORD, PT CARE INLIE	1/24/2000	51.92	2,076.28	0	0.00	38.25	39.99
Intensive Care	Nordahl	Leanne	RN - STAFF (FT)	6/28/2009	17.09	726.33	475.4	20,204.50	42.5	42.5
Dietary Services	Ochoa	Amanda	CLERK I, DIETARY	6/10/2013	9.31	79.32	32.12	273.66	8.52	8.52
Human Resources	Ochoa	Donna	HR GENERALIST, SR.	3/11/1996	164.55	5,619.38	480	16,392.00	34.15	34.15
Pharmacy	Oladokun	Joseph	PHARMACIST - STAFF	4/24/1995	21.79	1,343.14	480	29,587.20	61.64	61.64
Medical Imaging	Oliva	Ana	TECH III, RADIOLOGY	11/6/2000	63.35	2,252.73	480	17,068.80	35.56	35.56
Intensive Care	Orenich	Barbara	RN - STAFF (FT)	10/3/2005	18.06	824.62	480	21,916.80	45.66	45.66
Medical Imaging	Ornelas	Maria	RECEPTIONIST	4/24/2005	15.3	193.55	480	6,072.00	12.65	12.65
Medical	Ortega-Ronquillo	Michelle	RN - STAFF (FT)	8/28/2006	101.8	3,093.70	480	14,587.20	30.39	30.39
Medical Imaging	Ortiz	Alycia	TECH II, RAD-INLIEU	7/5/2005	118.72	3,020.24	0	0.00	23.82	25.44
Environmental Serv	Osborne	William	TECH I, ENVIRONMENTA	10/1/2012	118.14	1,762.65	156.15	2,329.76	14.92	14.92
Telemetry	Ott	Julie	TECH,NURSE-FULL TIME	6/11/2007	54.86	758.71	65.4	904.48	13.83	13.83
Emergency Dept	Owen	Jacquelynn	RN - STAFF (FT)	10/6/2008	14.84	603.84	480	19,531.20	40.69	40.69
Laboratory	Padilla	Brittany	ASST II, CLIC LAB IN	9/30/2011	34.07	401.00	0	0.00	10.27	11.77
Surgical Day Care	Page	Phyllis	RN - STAFF (FT)	1/29/2006	21.75	993.11	480	21,916.80	45.66	45.66

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Dept	Last	First	Position	Cur DOH	PTO Bal	PTO\$\$	MM Bal	MM\$\$	Base	Wage
Telemetry	Palmer	Leanne	COORD, PT CARE	10/10/2011	161.02	5,973.84	263.99	9,794.03	37.1	37.1
Obstetrics Acute	Pantoja	Mitsy	RN - STAFF (FT)	7/16/2006	131.03	3,962.35	480	14,515.20	30.24	30.24
Emergency Dept	Parker	Dorothy	RN - STAFF (FT)	10/15/2007	199.65	8,153.71	52.53	2,145.33	40.84	40.84
Respiratory Therapy	Parks	Carrie	RRT II - INLIEU	10/22/2012	18.48	374.77	0	0.00	18.71	20.28
Intensive Care	Pasqualetti	Veronica	RN - STAFF (FT)	8/25/2008	29.99	1,319.56	160.73	7,072.12	44	44
Respiratory Therapy	Pearson	Michelle	RRT II	1/7/2014	6.16	111.80	4.62	83.85	18.15	18.15
Obstetrics Acute	Pelzer	Joann	COORD, PT CARE	8/27/2012	16.71	706.67	163.92	6,932.18	42.29	42.29
Environmental Serv	Pena	Rebecca	AIDE II, EVS	12/20/1993	106.89	1,574.49	480	7,070.40	14.73	14.73
Dietary Services	Peoples	Diane	CASHIER, DIETARY	12/5/2005	133.38	1,817.97	329.85	4,495.86	13.63	13.63
Telemetry	Perales	Martha	UNIT SECRETARY	7/16/2006	35.92	623.93	324.49	5,636.39	17.37	17.37
Respiratory Therapy	Perez	Rowena	PCC, RESP - FT	7/12/2004	26.55	686.58	197.18	5,099.07	25.86	25.86
Cgrmc-Urgent Care Ct	Perez	Aaron	MED ASST II	8/22/2011	119.36	1,630.46	281.58	3,846.38	13.66	13.66
Dietary Services	Perez	Maria	NUTRITION REP I	11/14/2005	157.83	2,102.30	480	6,393.60	13.32	13.32
Environmental Serv	Perez	Jasmine	AIDE EVS IN LIEU	9/6/2013	28.32	274.14	0	0.00	8.12	9.68
Respiratory Therapy	Pero	Benjamin	RRT II	7/30/2012	65.48	1,225.13	173.79	3,251.61	18.71	18.71
Emergency Dept	Peters	Diana	COORD, PT CARE	5/15/2006	264.55	13,317.45	386.48	19,455.40	50.34	50.34
Environmental Serv	Philippi	Clarretta D	AIDE, EVS	3/7/2012	146.17	1,613.72	192.57	2,125.97	11.04	11.04
Laboratory	Pitman	Karen	ASST, RESOURCE	5/30/2006	7	98.63	480	6,763.20	14.09	14.09
Business Development	Pitman	Linda	COORD, BUSINESS DEV	7/30/2006	83.81	1,743.25	480	9,984.00	20.8	20.8
Obstetrics Acute	Platt	Brenda	RN - STAFF (PT)	1/29/1990	21.82	996.30	456.19	20,829.64	45.66	45.66
Telemetry	Poehlman	Gregory	RN - STAFF (FT)	6/25/2012	121.8	2,998.72	177.65	4,373.74	24.62	24.62
Dric - Radiology Op	Pollock	Kristen	TECH AIDE-PD	8/11/2008	109.19	1,389.99	0	0.00	12.73	12.73
Dric - Radiology Op	Poulose Pallikkottil	Sajeev	TECH, MRI LEAD-INLIE	2/11/2013	40.96	1,421.31	0	0.00	33	34.7
Environmental Serv	Prado	Ramon	AIDE EVS IN LIEU	7/21/2011	161.09	1,828.37	0	0.00	9.85	11.35
Laboratory	Prevenas	Anna	TECH I, MED	2/13/2012	185.99	4,396.80	230.25	5,443.11	23.64	23.64
Surgery And Recovery	Price	Blaine	TECH II, OR SURGICAL	12/20/2013	5.35	81.53	4.01	61.11	15.24	15.24
Dietary Services	Pruett	Carol	COOK I	10/25/2012	32.36	349.49	147.18	1,589.54	10.8	10.8
Telemetry	Purpora	Armyl	RN - STAFF (FT)	1/13/2003	109.41	4,858.90	480	21,316.80	44.41	44.41
Obstetrics Acute	Quick	Judy	RN - STAFF (FT)	9/17/2007	48.98	2,091.94	143.38	6,123.76	42.71	42.71
Medical	Quinones	Kyra	TECH,NURSE-FULL TIME	10/24/2011	16.74	187.15	41.92	468.67	11.18	11.18

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Dept	Last	First	Position	Cur DOH	PTO Bal	PTO\$\$	MM Bal	MM\$\$	Base	Wage
Obstetrics Acute	Quinoneza	Rosita	COORD, PT CARE	3/29/1993	67.06	3,277.89	480	23,462.40	48.88	48.88
Medical	Quiroz Palma	Suny	TECH,NURSE-FULL TIME	12/16/2013	13.41	144.16	10.06	108.15	10.75	10.75
Medical Imaging	Ramirez	Robert	TECH I, RADIOLOGY PT	4/1/2013	11.88	223.94	8.91	167.95	18.85	18.85
Environmental Serv	Ramirez	Sofia	LEAD, ENVIROMENTAL	8/18/2008	42.2	703.05	480	7,996.80	16.66	16.66
Plant Maintenance	Ramirez	Manuel	MAINT WORKER I	9/7/1978	152.12	2,905.49	480	9,168.00	19.1	19.1
Health Info. Mgmt.	Ramirez	Carmen	CODER-ABTRACTOR II	2/14/2005	58.66	1,583.82	354.26	9,565.02	27	27
Laboratory	Ramos	Melissa	ASST III, CLIC LAB	2/29/2008	206.13	3,341.37	337.48	5,470.55	16.21	16.21
Ob-Gyn-Salisbury	Ramos	Nicole	MEDICAL ASST - FT	8/9/2013	11.73	129.97	52.73	584.25	11.08	11.08
Obstetrics Acute	Randlett	Nancy	RN - STAFF (PT) INLI	10/15/2007	64.35	3,003.21	0	0.00	45.29	46.67
Recovery Room	Randlett	Richard	RN - STAFF (PT)	2/19/2007	83.92	3,709.26	477.55	21,107.71	44.2	44.2
Laboratory	Rangel	Pia	TECH II, MED	7/17/1992	116.29	4,062.01	480	16,766.40	34.93	34.93
Laboratory	Rangel	Sarah	ASST II, CLIC LAB	7/2/2006	7.71	99.84	2.2	28.49	12.95	12.95
Respiratory Therapy	Rascon	Sonia	CRT II	4/7/2008	29.3	491.95	133.98	2,249.52	16.79	16.79
Dietary Services	Rascon	Gabriella	AIDE, DIETARY INLIEU	3/20/2013	42.29	405.98	0	0.00	8.12	9.6
Case Management / Ur	Renard	Debra	CASE MANAGER RN	1/18/2010	106.57	4,398.14	399.66	16,493.97	41.27	41.27
Medical	Reves	Anna	UNIT SECRETARY	9/12/2004	15.05	261.42	480	8,337.60	17.37	17.37
Health Info. Mgmt.	Reyna Jr	Virginia	HIM SPECIALIST	10/23/2005	98.54	1,436.71	480	6,998.40	14.58	14.58
Environmental Serv	Reynolds	Melody	AIDE EVS IN LIEU	4/9/2012	130.72	1,507.20	20.35	234.64	10.03	11.53
Admitting	Riddle	Lisa	REG SPEC- FT IN LIEU	8/13/2012	12.18	179.41	0	0.00	13.2	14.73
Nuclear Medicine	Ridgely	Linda	TECH, NUC MED	1/14/2008	80.1	2,435.04	129.36	3,932.54	30.4	30.4
Clinical Decision	Rigor	Therese Vi	TECH,NURSE-FULL TIME	10/8/2012	17.03	181.37	141.31	1,504.95	10.65	10.65
Obstetrics Acute	Rigor	Anastacia	RN - STAFF (FT)	7/15/2007	65	2,887.30	433.92	19,274.73	44.42	44.42
Recovery Room	Rios	Pamela	RN - STAFF (FT)	7/1/2003	57.55	2,433.79	292.94	12,388.43	42.29	42.29
Environmental Serv	Risenhoover	Michael	AIDE, EVS	9/6/2013	60.93	494.75	45.69	371.00	8.12	8.12
Environmental Serv	Rivas	Yolanda	AIDE I, EVS	11/6/2000	174.41	2,377.21	480	6,542.40	13.63	13.63
Dietary Services	Rivera	Marylou	AIDE, DIETARY	2/25/2013	38.69	314.16	29.01	235.56	8.12	8.12
Clinical Decision	Rivera-Ortiz	Lucely	TECH,NURSE-FULL TIME	2/25/2013	49.24	514.07	68.44	714.51	10.44	10.44

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Dept	Last	First	Position	Cur DOH	PTO Bal	PTO\$\$	MM Bal	MM\$\$	Base	Wage
Case Management / Ur	Robb	Amy	SOCIAL WORKER (MSW)	11/25/2013	20.11	623.41	15.09	467.79	31	31
Intensive Care	Roberts	Jasneth	RN - STAFF (FT)	4/22/2010	54.94	2,378.90	91.4	3,957.62	43.3	43.3
Intensive Care	Robinson	Katherine	RN - STAFF (FT)	11/3/2009	110.47	5,044.06	294.88	13,464.22	45.66	45.66
Medical	Robinson	Kenneth	TECH,NURSE-FULL TIME	8/24/2009	116.45	1,369.45	302.97	3,562.93	11.76	11.76
Surgery And Recovery	Robinson	Karen	RN - STAFF (FT)	7/24/2006	69.55	3,175.65	94.44	4,312.13	45.66	45.66
Environmental Serv	Robles De Romero	Karla	AIDE, EVS	3/23/2012	102.24	884.38	215.24	1,861.83	8.65	8.65
Surgery And Recovery	Rodriguez	Maritza	TECH I, OR SURGICAL	6/13/2005	70.6	1,373.88	480	9,340.80	19.46	19.46
Endoscopy	Rodriguez	Erica	TECH, GIA	6/7/1999	42.21	751.34	480	8,544.00	17.8	17.8
Medical Imaging	Rodriguez	Gloria	TECH I, RADIOLOGY	3/25/2007	39.94	846.73	421.55	8,936.86	21.2	21.2
Environmental Serv	Rodriguez	Martha	AIDE EVS IN LIEU	9/13/2013	48.01	472.42	0	0.00	8.36	9.84
Patient Accounting	Rodriguez	Rogelio	PBS REPRESENTV - FT	5/31/2005	36.21	660.47	480	8,755.20	18.24	18.24
Medical	Rodriquez	Jennifer	TECH,NURSE-FULL TIME	3/21/1994	32.83	511.82	311.07	4,849.58	15.59	15.59
Medical Imaging	Ronquillo	Anita	SUPVR, MED IMG	8/27/2001	9.23	285.21	143.34	4,429.21	30.9	30.9
Clinical Decision	Rosales	Ashley	TECH, NURSE-FT	4/9/2012	8.47	89.78	2.91	30.85	10.6	10.6
Human Resources	Rosburg	Kelly	HR COMP/BENEFITS SPE	9/29/2012	85.92	2,502.85	156.3	4,553.02	29.13	29.13
Wound Care Center	Rosca	Marielourdes	RN - STAFF (FT)	10/17/2005	21.62	987.17	401.14	18,316.05	45.66	45.66
Dric - Radiology Op	Rose	Joi-Ann	MAMMOGRAPHER LEAD	10/23/2008	12.23	335.84	42.9	1,178.03	27.46	27.46
Respiratory Therapy	Ross	Nadiya	RRT I - IN LIEU	2/15/2010	76.46	1,566.67	0	0.00	18.92	20.49
Obstetrics Acute	Ruaza	Amirah	RN - STAFF (FT)	9/9/2007	18.8	855.40	148.12	6,739.46	45.5	45.5
Infection Control	Rude	Linda	INF CNTRL RN PT ADV	7/14/1986	140.14	7,759.55	385.88	21,366.18	55.37	55.37
Medical	Salazar	Rita	RN - STAFF (FT)	12/3/2012	4.84	191.13	74.23	2,931.34	39.49	39.49
Physical Therapy	Salazar	Jose	LEAD, PT TECH IN-LIE	1/1/2004	204.61	3,873.27	0	0.00	17.37	18.93
Admitting	Salcido	Jody	REGISTRATION SPEC	10/10/2011	32.54	443.52	127.51	1,737.96	13.63	13.63
Intensive Care	Salmon	Melisa	RN - STAFF (FT)	6/13/2013	55.75	1,956.83	68.83	2,415.93	35.1	35.1
Respiratory Therapy	Sanchez	Alex	CRT III	5/7/2006	34.16	707.80	8.32	172.39	20.72	20.72
Physical Therapy	Sanchez	Aydee	REGISTRATION SPEC	12/5/2011	4.42	61.79	210.75	2,946.29	13.98	13.98

Schedule 3.9(d)-20

Dept	Last	First	Position	Cur DOH	PTO Bal	PTO\$\$	MM Bal	MM\$\$	Base	Wage
Medical	Santos	Rossana	TECH,NURSE-FULL TIME	10/24/2011	189.86	2,380.84	240.73	3,018.75	12.54	12.54
Emergency Dept	Satterfield	Margaret	RN - STAFF (FT)	5/21/2001	136.27	6,222.09	29.18	1,332.36	45.66	45.66
Dietary Services	Sayed	Debra	AIDE, DIETARY	9/12/2011	122.8	1,262.38	284.1	2,920.55	10.28	10.28
Clinical Decision	Scanlon	William	RN - STAFF (FT)	6/27/2011	87.52	2,241.39	299.61	7,673.01	25.61	25.61
Pre Hospital	Schaffer	Barbara	COORD - PRE HOSPITAL	11/17/2008	84.13	3,657.97	450.83	19,602.09	43.48	43.48
General Accounting	Schroeder	Delia	ACCOUNTING ASSOCIATE	9/10/2006	205.65	5,735.58	480	13,387.20	27.89	27.89
Dric - Radiology Op	Schultz	Amanda	TECH III, RADIOLOGY	6/6/2011	40.41	965.39	135.6	3,239.48	23.89	23.89
Emergency Dept	Schussler	Karen	DIR EMERGENCY/MI RNS	11/14/2005	160.58	8,849.56	480	26,452.80	55.11	55.11
Dric - Radiology Op	Sciarani-Wilder	Barbara	TECH III, ULTRASOUND	6/10/2002	26.45	1,207.71	480	21,916.80	45.66	45.66
Medical	Seaman	Donna	DIR MED/SURG/PEDS	3/15/1999	288.71	17,628.63	201.14	12,281.61	61.06	61.06
Medical	Seevers	Carol	TECH,NURSE-FULL TIME	12/7/2011	13.99	206.63	190.42	2,812.50	14.77	14.77
Environmental Serv	Sesay	Hannah	AIDE, EVS	11/16/2011	185.33	1,677.24	234.81	2,125.03	9.05	9.05
Clinical Decision	Shallcrass	Jamie	COORD, PT CARE	3/22/2004	98.35	4,170.04	362.78	15,381.87	42.4	42.4
Dietary Services	Sharp	Edward	COLD PREP COOK	8/6/2013	57.15	633.22	54.86	607.85	11.08	11.08
Clinical Decision	Shepherd	Carliann	TECH, NURSE-IN LIEU	7/16/2013	4.79	57.72	0	0.00	10.55	12.05
Telemetry	Sherwood	Donna	UNIT SECRETARY	7/29/2002	24.5	391.27	392	6,260.24	15.97	15.97
Materials Management	Showalter	Susan	DIR MATERIALS MGT	10/8/2006	85.45	3,169.34	480	17,803.20	37.09	37.09
Laboratory	Silva	Tomas	ASST II, CLIC LAB	4/16/2001	199.05	2,774.76	106.52	1,484.89	13.94	13.94
Gen Surgery-Mourelo	Simmons	Elizabeth	MEDICAL ASST - FT	9/10/2012	11.75	132.07	160.73	1,806.61	11.24	11.24
Medical	Sizemore	Carol	UNIT SECRETARY	9/27/1999	144.6	2,407.59	480	7,992.00	16.65	16.65
Patient Accounting	Smiley	Kimberly	PYMT ANALYST/CASHIER	1/4/1988	115.89	2,249.42	310.89	6,034.37	19.41	19.41
Admitting	Smith	Alisha	LEAD, REGIST SPEC	11/3/2008	15.4	279.05	420.07	7,611.67	18.12	18.12
Quality Management	Smith	Mary	RN - STAFF (FT)	7/20/1998	124.87	5,740.27	480	22,065.60	45.97	45.97
Ob-Gyn-Salisbury	Smith	Shirley	FRONT OFF SP-IN-LIEU	7/16/2013	10.88	151.23	0	0.00	12.38	13.9

Schedule 3.9(d)-21

Dept	Last	First	Position	Cur DOH	PTO Bal	PTO\$\$	MM Bal	MM\$\$	Base	Wage
Respiratory Therapy	Smith Jr.	Eddie	DIR RESPIRATORY/SLP	8/1/1999	26.7	1,203.64	480	21,638.40	45.08	45.08
Nursing Admin	Snow	Donna	CLINICAL NS EDUCATOR	5/8/2000	94.73	3,777.83	480	19,142.40	39.88	39.88
Medical	Solano	Veronica	TECH,NURSE-FULL TIME	10/24/2011	23.52	260.60	17.64	195.45	11.08	11.08
Intensive Care	Solarz	Allison	RN - STAFF (FT)	4/8/2013	11.11	374.74	15.29	515.73	33.73	33.73
Obstetrics Acute	Solomon	Ruth	RN - STAFF (FT)	8/5/2000	21.37	902.67	480	20,275.20	42.24	42.24
Obstetrics Acute	Soteros	Lori Ann	RN - STAFF (PT)	2/23/2004	65.05	2,868.05	480	21,163.20	44.09	44.09
Medical	Spoon	Jami	RN - STAFF (FT) INLI	10/21/2013	37.71	1,039.66	0	0.00	25.94	27.57
Infection Control	Sroufe	Sally	INF CNTRL RN PT ADV	7/14/2003	155.33	8,600.62	480	26,577.60	55.37	55.37
Intensive Care	Stephens	Bonnie	RN - STAFF (FT)	8/25/2008	89.07	3,841.59	454.53	19,603.88	43.13	43.13
Emergency Dept	Stevens	Carol	RN - STAFF (FT)	11/4/2013	31.21	1,185.04	23.41	888.88	37.97	37.97
Respiratory Therapy	Strickland	Carrie	RRT III	10/5/1992	43.84	1,269.61	211.98	6,138.94	28.96	28.96
Hosp. Administration	Stubbs	William	VP MEDICAL AFFAIRS	12/28/2008	175.4	23,244.01	480	63,609.60	132.52	132.52
Telemetry	Stucker	Jennifer	TECH, MONITOR	3/11/2013	34.8	531.40	101.36	1,547.77	15.27	15.27
Pbx Operator Dept	Stucker	Amanda	PBX OPERATOR	1/17/2011	45.98	440.49	127.84	1,224.71	9.58	9.58
Surgery And Recovery	Suchla	Marilyn	TECH II, OR SURGICAL	9/17/1992	81.39	2,156.02	148.19	3,925.55	26.49	26.49
Recovery Room	Sudduth	Sharon	COORD, PT CARE	8/21/1989	29.92	1,506.17	27.68	1,393.41	50.34	50.34
Admitting	Suida	Debra	REGISTRATION SPEC	4/7/2008	188.19	2,600.79	458.81	6,340.75	13.82	13.82
Telemetry	Summers	Stephen	RN - STAFF (FT)	9/17/2007	122.72	3,448.43	480	13,488.00	28.1	28.1
Plant Maintenance	Sutton Sr.	Walter	MAINT WKR II PT INLI	10/27/1997	175.22	3,895.14	0	0.00	21.06	22.23
Medical	Sweat	Kerry	RN - STAFF (FT)	6/27/2011	20.51	527.72	9.24	237.75	25.73	25.73
Telemetry	Swinson	Pamela	RN - STAFF (FT)	8/28/2006	30.38	909.88	438.4	13,130.08	29.95	29.95
Laboratory	Sylte	Sandra	TECH II, MED	2/11/2008	51.35	1,389.02	480	12,984.00	27.05	27.05
Patient Accounting	Talbot	Nareta	ANALYST, REIMBURSE	9/18/2006	98.98	2,333.95	480	11,318.40	23.58	23.58
Telemetry	Talich	Stephen	RN - STAFF (FT)	7/1/2013	79.72	2,535.10	59.81	1,901.96	31.8	31.8
Emergency Dept	Tannor-Fugah	Janet	RN - STAFF (FT)	1/9/2006	20.25	903.76	220.44	9,838.24	44.63	44.63
Medical	Tapia	Lauren	TECH,NURSE-FULL TIME	5/10/1999	40.35	667.39	480	7,939.20	16.54	16.54

Schedule 3.9(d)-22

Dept	Last	First	Position	Cur DOH	PTO Bal	PTO\$\$	MM Bal	MM\$\$	Base	Wage
Telemetry	Taylor	Mary	RN - STAFF (FT)	1/26/2004	69.14	2,569.93	480	17,841.60	37.17	37.17
Obstetrics Acute	Taylor	Janet	COORD, PT CARE	6/8/1998	103.25	4,642.12	429.84	19,325.61	44.96	44.96
Obstetrics Acute	Taylor	Sandra	RN - STAFF (PT) INLI	12/13/2004	0.03	1.41	0	0.00	45.66	47.04
Emergency Dept	Tecson	Edenbergh	RN - STAFF (FT)	7/9/2007	30.15	1,155.35	480	18,393.60	38.32	38.32
Laboratory	Tena	Teresa	ASST II, CLIC LAB IN	11/7/2011	88.92	1,145.29	0	0.00	11.37	12.88
Medical Imaging Rn's	Thomas	Deborah	RN - STAFF (FT)	8/20/2007	85.5	3,903.93	423.59	19,341.12	45.66	45.66
Health Info. Mgmt.	Thompson	Jeane	HIM GENERALIST	12/4/2005	19.18	201.01	480	5,030.40	10.48	10.48
Medical	Thorp	Kathy	RN - STAFF (PT)	6/15/2001	191.79	8,438.76	480	21,120.00	44	44
Emergency Dept	Tobie	Rachael	RN - STAFF (FT) INLI	11/5/2012	3.82	127.93	0	0.00	31.8	33.49
Clinical Decision	Tobin	Sharron	RN - STAFF (FT)	10/31/2005	94.19	4,300.72	480	21,916.80	45.66	45.66
Pharmacy	Tomasko	Patricia	PHARMACIST - STAFF	12/18/2006	24.25	1,332.05	156.44	8,593.25	54.93	54.93
Telemetry	Torres	Arnold	RN - STAFF (FT)	9/15/2009	35.28	1,492.34	472.82	20,000.29	42.3	42.3
Intensive Care	Trotter	Melanie	UNIT SECTY (IN LIEU)	4/9/2012	74.35	947.96	0	0.00	11.24	12.75
Laboratory	Tso	Charlotte	TECH I, MED INLIEU	2/27/2008	110.16	3,250.82	0	0.00	27.86	29.51
Clinical Decision	Twiss	Bettijane	COORD, PT CARE	8/31/2010	110.09	5,002.49	127.59	5,797.69	45.44	45.44
Physical Therapy	Tyree	James	THERAPIST, PHYSICAL	2/11/2008	93.03	4,207.75	480	21,710.40	45.23	45.23
Emergency Dept	Urbina	Cynthia	RN - STAFF (FT)	12/16/2013	14.26	541.45	10.7	406.28	37.97	37.97
Gen Surgery-Mourello	Valdez	Arasele	MEDICAL ASST - FT	5/6/2009	22.79	287.15	431.47	5,436.52	12.6	12.6
Health Info. Mgmt.	Valenzuela	Virginia	HIM GENERALIST	2/14/2005	76.32	892.94	480	5,616.00	11.7	11.7
Respiratory Therapy	Van Sickie-Stong	Sylvia	CRT III	4/3/2006	29.55	570.02	4.16	80.25	19.29	19.29
Dric - Radiology Op	Vandenberg	Laura	TECH I, RAD INLIEU	5/7/2012	17.59	361.83	0	0.00	19.42	20.57
Health Info. Mgmt.	Vandenhull	Teresa	HIM SPECIALIST	2/14/2005	111.13	1,852.54	480	8,001.60	16.67	16.67
Respiratory Therapy	Vanderwall	Brenda Lee	CRT II	11/10/2010	112.12	2,343.31	186.36	3,894.92	20.9	20.9
Laboratory	Vanyo	David	MED TECH ASST II	6/18/2006	119.54	2,082.39	480	8,361.60	17.42	17.42
Pharmacy	Vaught	Julie	TECH III, PHARMACY	9/13/2011	42.26	513.04	31.69	384.72	12.14	12.14
Medical	Vazquez	Yezenia	RN - STAFF (FT)	6/24/2013	51.11	1,215.91	65.33	1,554.20	23.79	23.79
Materials Management	Velasco	Gezel	CLERK II, STORES	2/24/2011	33.11	334.08	318.3	3,211.65	10.09	10.09
Cgrmc-Urgent Care Ct	Velazquez	Sylvia	MED ASSIST	8/24/2007	59.93	930.11	58.57	909.01	15.52	15.52
Admitting	Velazquez	Carmen	REGISTRATION SPEC	8/27/2006	9.03	143.67	480	7,636.80	15.91	15.91
Case Management / Ur	Velazquez	Virginia	ASSOC,CASE MGT FT-IN	1/15/2006	112.61	1,739.82	0	0.00	13.92	15.45

Schedule 3.9(d)-23

Dept	Last	First	Position	Cur DOH	PTO Bal	PTO\$\$	MM Bal	MM\$\$	Base	Wage
Dietary Services	Ventura	Susie	COOK I	2/26/2001	64.11	862.92	480	6,460.80	13.46	13.46
Telemetry	Vergara-Culla	Irma	COORD, PT CARE	12/22/1993	191.54	9,642.12	480	24,163.20	50.34	50.34
Materials Management	Villegas	Kathleen	BUYER, II	8/8/2005	64.56	1,264.08	117.92	2,308.87	19.58	19.58
Patient Accounting	Vincent	Marleen	CUSTOMER SVC REP-FT	4/22/2013	10.84	160.65	88.45	1,310.83	14.82	14.82
Medical Imaging	Vlcek	Monica	TECH I, RADIOLOGY PT	4/8/2013	9.61	181.15	7.21	135.91	18.85	18.85
Medical	Voyce	Jonathan	RN - PD 4	6/4/2012	36.05	1,369.90	0	0.00	38	38
Ultrasound	Walker	Brandon	TECH I, ULTRASOUND	2/9/2009	131.03	3,574.50	161.58	4,407.90	27.28	27.28
Pharmacy	Walker	Diana	TECH II, PHARM INLI	11/26/2013	20.87	227.27	0	0.00	9.4	10.89
Intensive Care	Walsh	Kathleen	COORD, PT CARE	11/29/2004	85.3	3,884.56	244.81	11,148.65	45.54	45.54
Medical	Waltman	Kristy	RN - STAFF (FT)	9/9/2013	11.59	327.65	41.53	1,174.05	28.27	28.27
Anesthesiology	Watts	Sharon	TECH, SUPPORT	10/7/2013	30.12	330.12	34.59	379.11	10.96	10.96
Environmental Serv	Wauneka	Ruth	AIDE I, EVS	9/24/2008	18.63	209.77	69.61	783.81	11.25	11.26
Medical	Wead	Maila	RN - STAFF (FT)	7/3/2005	23.53	1,074.38	480	21,916.80	45.66	45.66
Information Systems	Weber	Nathan	TECH I, COMP FT INLI	3/2/2010	12.32	236.17	0	0.00	17.61	19.17
Health Info. Mgmt.	Weber	Crystal	CODER-ABSTRACTOR II	10/8/2006	46.41	1,372.34	480	14,193.60	29.57	29.57
Physical Therapy	Webster	Michael	THERAPIST, LEAD	1/3/2007	19.71	896.02	72.44	3,293.12	45.46	45.46
Speech Therapy	Wee	Charissa	THER-SPEECH II PT	7/1/2009	10.6	356.16	14.03	471.41	33.6	33.6
Telemetry	Weflen	John	RN - STAFF (FT) INLI	12/29/2008	52.72	2,302.28	0	0.00	41.9	43.67
Admitting	West	Sherry	REGISTRATION SPEC	3/12/2013	11.77	124.17	82.36	868.90	10.55	10.55
Patient Accounting	Wheelis	Valentina	LEAD, PBS REP TEAM	5/9/1977	223.78	5,073.09	480	10,881.60	22.67	22.67
Medical	Whisenhunt	Glenda	COORD, PT CARE	7/6/1987	58.47	2,943.38	480	24,163.20	50.34	50.34
Admitting	Whitaker	Rebecca	REG SPEC- FT IN LIEU	8/28/2013	11.79	176.50	0	0.00	13.44	14.97
Intensive Care	White	Patrick	RN - STAFF (FT)	2/23/2004	23.52	1,073.92	480	21,916.80	45.66	45.66
Clinical Decision	White	Sharla	RN - STAFF (FT) INLI	8/30/2010	30.8	1,065.06	0	0.00	32.89	34.58
Emergency Dept	White	Christy	TECH,ED CUSTOMER SVC	1/29/2006	38	577.60	422.68	6,424.74	15.2	15.2
Patient Accounting	White	Natalie	BILL/CODE SPC I INLI	1/29/2013	6.52	127.40	0	0.00	17.97	19.54
Laboratory	Wicks	Selma	ASST I, CLIC LAB	6/7/2011	36.56	357.56	136.39	1,333.89	9.78	9.78

Schedule 3.9(d)-24

Dept	Last	First	Position	Cur DOH	PTO Bal	PTO\$\$	MM Bal	MM\$\$	Base	Wage
Intensive Care	Wilhite	Heather	RN - STAFF (FT) INLI	9/9/2013	54.21	1,508.12	0	0.00	26.18	27.82
Clinical Decision	Williams	Tiffany	TECH, NURSE-IN LIEU	1/28/2013	44.98	542.01	0	0.00	10.95	12.05
Environmental Serv	Williams	Sarah	AIDE, EVS	5/26/2011	124.73	1,106.36	284.82	2,526.35	8.87	8.87
Patient Accounting	Williams	Shalini	PBS REPRESENTV - FT	4/9/2006	160.67	2,699.26	480	8,064.00	16.8	16.8
Quality Management	Wilson	Jackie	ASST, ADMIN-QUALITY	9/30/2010	64.76	1,228.50	341.77	6,483.38	18.97	18.97
Emergency Dept	Wolfe	Sylvia	UNIT SECRETARY	10/2/2006	172.97	3,004.49	459.72	7,985.34	17.37	17.37
Medical	Wolfsberg	Loretta	RN - STAFF (FT)	10/3/2005	31.57	1,441.49	8.35	381.26	45.66	45.66
Clinical Decision	Wolfsberg	Aspen	UNIT SECRETARY	10/22/2012	21.04	236.49	45.81	514.90	11.24	11.24
Telemetry	Worthington	Courtney	TECH, NURSE-PT	5/20/2013	79.51	822.13	59.61	616.37	10.34	10.34
Medical	Wright	Lela	COORD, PT CARE	7/28/2003	19.64	988.68	377.24	18,990.26	50.34	50.34
Surgical Day Care	Wright	Roxanne	RN - STAFF (FT)	12/6/2010	53.84	2,288.74	358.36	15,233.88	42.51	42.51
Ct Scans	Wright	Misti	TECH II, RAD (FT)	1/10/2000	143.51	3,716.91	480	12,432.00	25.9	25.9
Patient Accounting	Wright	Connie	MANAGER	9/9/2004	198.54	7,530.62	426.48	16,176.39	37.93	37.93
Respiratory Therapy	Yandell	Erin	RRT II	7/30/2012	90.25	1,680.46	175.69	3,271.35	18.62	18.62
Medical	Yeaman	Laura	RN - STAFF (FT) INLI	3/11/2013	10.52	333.06	0	0.00	29.99	31.66
Medical	Yee	Lourdes	RN - STAFF (FT)	7/5/2006	103.95	4,746.36	480	21,916.80	45.66	45.66
Clinical Decision	Yee	Audrick	RN - STAFF (FT)	6/24/2013	50.63	1,204.49	64.96	1,545.40	23.79	23.79
Wound Care Center	Young	Kathy	RN - STAFF (PT)	1/24/1999	159.99	7,305.14	237.85	10,860.23	45.66	45.66
Medical	Zamora	Aileen	RN - STAFF (FT)	11/8/2006	51.85	1,783.64	255.71	8,796.42	34.4	34.4
Wound Care Center	Zeno	Kathleen	RN - STAFF (FT)	6/14/1993	76.89	3,510.80	480	21,916.80	45.66	45.66
Plant Maintenance	Zeno	Gary	DIR FACILITIES/SEC	10/1/1999	256.99	11,955.17	419.5	19,515.14	46.52	46.52
Health Info. Mgmt.	Zeno	Kellie	DIR HEALTH INFO MGT	8/4/1986	212.48	8,174.11	480	18,465.60	38.47	38.47
Medical	Zigbuo	Rebecca	TECH,NURSE-FULL TIME	3/26/2012	13.67	179.21	201.52	2,641.93	13.11	13.11
Intensive Care	Zufelt	Dorothy	UNIT SECRETARY	11/5/1990	118.44	2,057.30	345.07	5,993.87	17.37	17.37
Medical	Zuk	Christina	RN - STAFF (FT)	6/3/2013	26.35	677.20	73.76	1,895.63	25.7	25.7
Intensive Care	Zyla	Michelle	DIR ICU/CDU	11/5/2012	129.78	6,943.23	145.07	7,761.25	53.5	53.5

Schedule 3.9(d)-25

Schedule 3.11

Financial Statements; Undisclosed Liabilities

Please see the attached Latest Financials for the period ended December 31, 2013.

The following items are not reflected in the latest financials:

- FY14 Arizona state tax payments of \$562,270.25 on February 15, 2014 and \$562,270.25 on May 15, 2014 for a total of \$1,124,540.50 for the period January 1, 2014 – June 30, 2014

Schedule 3.12

Interim Changes

(a) None.

(b) None.

(c) Seller has entered into a lease for certain parking spaces under the following document:

Agreement for Parking Spaces, dated effective February 1, 2014, by and between Seller and Premier Cardiovascular Center

(d) None.

(e) None.

(f) None.

(g) None.

(h) Seller has incurred indebtedness pursuant to the following agreements:

Phase 1 Bridge Financing Agreement dated as of December 27, 2013, by and between (i) Regional Care Services Corp., an Arizona nonprofit corporation, Casa Grande Community Hospital dba Casa Grande Regional Medical Center, an Arizona nonprofit corporation, and Regional Care Physician's Group, Inc., an Arizona corporation; and (ii) Buyer

Phase 2 Debtor in Possession Financing Agreement dated as of the date hereof by and between Seller and Buyer

(i) None.

(j) None.

Schedule 3.13

Affiliate Interests

None.

Schedule 3.14(a)

Owned Real Property

List of Owned Real Property:

1800 E. Florence Blvd.
Casa Grande, AZ 85122

950 N. Arizola Rd.
Casa Grande, AZ 85122

1676 E McMurray Blvd.
Casa Grande, AZ 85122

1820 E Florence Blvd.
Casa Grande, AZ 85122

1828 E Florence Blvd.
Casa Grande, AZ 85122

1780 E. Florence Blvd, Ste 102
Casa Grande, AZ 85122

1780 E. Florence Blvd, Ste 108
Casa Grande, AZ 85122

1780 E. Florence Blvd., 2nd Floor
Casa Grande, AZ 85122

(i) Encumbrances:

The following are all of the matters listed on Exhibit "B" to the Special Warranty Deed from Regional Care Services Corp., an Arizona nonprofit corporation, as grantor, to Buyer, as grantee:

1. Any charge upon said land by reason of its inclusion in Casa Grande Medical Office Building No. 1 Association. (All assessments due and payable are paid.)
2. Any charge upon said land by reason of its inclusion in Central Arizona Water Conservation District and the Central Arizona Groundwater Replenishment District. (All assessments due and payable are paid.)

3. Taxes, assessments, obligations and liabilities on the insured property by reason of the City of Casa Grande Sewer System, Improvement District, Revenue and General Obligation Bonds.
4. Reservations or Exceptions in Patents, or in Acts authorizing the issuance thereof.
5. Restrictions, dedications, conditions, reservations, easements and other matters shown on the plat of Casa Grande Medical Office Condominium Complex Building No. 1, as recorded in Cabinet E, Slide 69, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604(c).
6. Restrictions, dedications, conditions, reservations, easements and other matters shown on the plat of Replat of Casa Grande Medical Office of Condominium Complex Building No. 1, as recorded in Cabinet E, Slide 141, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604(c).
7. Declaration of Covenants, Conditions and Restrictions recorded in 2004-37739 of Official Records, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604(c).
8. The terms and provisions contained in the document entitled "License Agreement" recorded November 13, 2002 as 2002-062039 of Official Records.
9. The terms and provisions contained in the document entitled "telephone and telephone" recorded Book 24 of Miscellaneous, Pages 506 and 507.
10. An easement for telephone and telegraph and incidental purposes in the document recorded Book 24 of Miscellaneous, Page 560.
11. An easement for electric transmission lines and incidental purposes in the document recorded Docket 688, Page 793.
12. An easement for electric lines and incidental purposes in the document recorded Docket 1204, Page 394.
13. An easement for underground telephone service and incidental purposes in the document recorded Docket 1204, Page 330.

Schedule 3.14(a)-2

14. An easement for electric lines and appurtenant facilities and incidental purposes in the document recorded Docket 1205, Page 695.
15. An easement for telephone and telegraph and incidental purposes in the document recorded Docket 1218, Page 614.
16. An easement for telephone and telegraph and incidental purposes in the document recorded Docket 1250, Page 342.
17. An easement for electric lines and appurtenant facilities and incidental purposes in the document recorded Docket 1346, Page 404.
18. An easement for electric lines and appurtenant facilities and incidental purposes in the document recorded Docket 1639, Page 422.
19. An easement for electric lines and appurtenant facilities and incidental purposes in the document recorded as 2002-058223 of Official Records.
20. An easement for slope and grading and incidental purposes in the document recorded as 2002-062038 of Official Records.
21. An easement for utility and incidental purposes in the document recorded as 2003-088173 of Official Records.
22. An easement for utility and incidental purposes in the document recorded as 2003-088174 of Official Records.
23. An easement for utility and incidental purposes in the document recorded as 2009-126642 of Official Records.
24. An easement for utility and incidental purposes in the document recorded as 2009-126643 of Official Records.
25. All matters as set forth in Resolution of Abandonment, recorded June 19, 2013 as 2013-051089 of Official Records.
26. Any right of the United States to recover funds from the owner or from any transferee of the land, or of any portion thereof, by reason of advances of federal funds, including but not limited to those authorized under the Hill-Burton Act or similar acts or statutes.
27. Water rights, claims or title to water, whether or not shown by the public records.
28. Taxes for the year 2014, a lien not yet due and payable.

Schedule 3.14(a)-3

29. Rights of tenants under unrecorded leases set forth in section (ii) of **Schedule 3.14(a)**.
30. All matters that an accurate survey or inspection of the Property would disclose.

The following are all of the matters listed on Exhibit "B" to the Special Warranty Deed from Casa Grande Community Hospital, an Arizona nonprofit corporation doing business as Casa Grande Regional Medical Center, as grantor, to Buyer, as grantee:

1. Any charge upon said land by reason of its inclusion in The C.G. Medical Campus Property Owners Association. (All assessments due and payable are paid.)
2. Any charge upon said land by reason of its inclusion in Central Arizona Water Conservation District and the Central Arizona Groundwater Replenishment District. (All assessments due and payable are paid.)
3. Any charge upon said land by reason of its inclusion in Casa Grande Professional Offices Condominium Association. (All assessments due and payable are paid.)
4. Taxes, assessments, obligations and liabilities on the insured property by reason of the City of Casa Grande Sewer System, Improvement District, Revenue and General Obligation Bonds.
5. Reservations or Exceptions in Patents, or in Acts authorizing the issuance thereof.
6. Restrictions, dedications, conditions, reservations, easements and other matters shown on the plat of Casa Grande Medical Office Condominium Complex Building No. 1, as recorded in Cabinet E, Slide 69, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604(c).
7. Restrictions, dedications, conditions, reservations, easements and other matters shown on the plat of Replat of Casa Grande Medical Office of Condominium Complex Building No. 1, as recorded in Cabinet E, Slide 141, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604(c).
8. Restrictions, dedications, conditions, reservations, easements and other matters shown on the plat of Casa Grande Office Complex, as recorded in Cabinet C, Slide 200, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604(c).

9. Restrictions, dedications, conditions, reservations, easements and other matters shown on the plat of Casa Grande Retirement Community, as recorded in Cabinet B, Slide 44, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604(c).
10. Restrictions, dedications, conditions, reservations, easements and other matters shown on the plat of Replat of Casa Grande Retirement Community, as recorded in Cabinet B, Slide 94, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604(c).
11. Declaration of Covenants, Conditions and Restrictions recorded in 2001-3336 of Official Records, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604(c).
12. Declaration of Covenants, Conditions and Restrictions recorded in 2007-137067 of Official Records, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604(c).
13. The terms and provisions contained in the document entitled "Easement Agreement" recorded November 13, 1998 as 98-046776 of Official Records.
14. The terms and provisions contained in the document entitled "Reciprocal Easement Agreement" recorded January 25, 2001 as 2001-003337 of Official Records.
15. The terms and provisions contained in the document entitled "License Agreement" recorded November 13, 2002 as 2002-062039 of Official Records.
16. The terms and provisions contained in the document entitled "Reciprocal Access and Easement Agreement" recorded June 08, 2004 as 2004-042669 of Official Records.
17. An easement for telephone and telegraph and incidental purposes in the document recorded Book 24 of Miscellaneous, Page 456.
18. The terms and provisions contained in the document entitled "telephone and telephone" recorded Book 24 of Miscellaneous, Pages 506 and 507.

19. An easement for telephone and telegraph and incidental purposes in the document recorded Book 24 of Miscellaneous, Page 560.
20. An easement for electric transmission lines and incidental purposes in the document recorded Docket 688, Page 793.
21. An easement for electric lines and incidental purposes in the document recorded Docket 1204, Page 394.
22. An easement for underground telephone service and incidental purposes in the document recorded Docket 1204, Page 330.
23. An easement for electric lines and appurtenant facilities and incidental purposes in the document recorded Docket 1205, Page 692.
24. An easement for electric lines and appurtenant facilities and incidental purposes in the document recorded Docket 1205, Page 695.
25. An easement for telephone and telegraph and incidental purposes in the document recorded Docket 1218, Page 614.
26. An easement for electric lines and appurtenant facilities an incidental purposes in the document recorded Docket 1346, Page 404.
27. An easement for electric lines and appurtenant facilities and incidental purposes in the document recorded Docket 1639, Page 422.
28. An easement for gas lines and incidental purposes in the document recorded Docket 2036, Page 621.
29. An easement for electric lines and appurtenant facilities and incidental purposes in the document recorded as 2002-058223 of Official Records.
30. An easement for slope and grading and incidental purposes in the document recorded as 2002-062038 of Official Records.
31. An easement for utility and incidental purposes in the document recorded as 2003-088173 of Official Records.
32. An easement for utility and incidental purposes in the document recorded as 2009-126642 of Official Records.
33. All matters as set forth in Resolution of Abandonment, recorded June 19, 2013 as 2013-051089 of Official Records.

Schedule 3.14(a)-6

34. Any right of the United States to recover funds from the owner or from any transferee of the land, or of any portion thereof, by reason of advances of federal funds, including but not limited to those authorized under the Hill-Burton Act or similar acts or statutes.
35. Water rights, claims or title to water, whether or not shown by the public records.
36. Taxes for the year 2014, a lien not yet due and payable.
37. Rights of tenants under unrecorded leases set forth in section (ii) of **Schedule 3.14(a)**.
38. All matters that an accurate survey or inspection of the Property would disclose.

The following are the matters listed on Exhibit "B" to the Special Warranty Deed from Casa Grande Regional Retirement Community, an Arizona nonprofit corporation, as grantor, to Buyer, as grantee:

1. Any charge upon said land by reason of its inclusion in Casa Grande Medical Office Building No. 1 Association. (All assessments due and payable are paid.)
2. Any charge upon said land by reason of its inclusion in Central Arizona Water Conservation District and the Central Arizona Groundwater Replenishment District. (All assessments due and payable are paid.)
3. Taxes, assessments, obligations and liabilities on the insured property by reason of the City of Casa Grande Sewer System, Improvement District, Revenue and General Obligation Bonds.
4. Reservations or Exceptions in Patents, or in Acts authorizing the issuance thereof.
5. Restrictions, dedications, conditions, reservations, easements and other matters shown on the plat of Monument Plaza Unit 1, as recorded in Cabinet B, Slide 93, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604(c).
6. The terms and provisions contained in the document entitled "telephone and telephone" recorded Book 24 of Miscellaneous, Pages 506 and 507.
7. An easement for telephone and telegraph and incidental purposes in the document recorded Book 24 of Miscellaneous, Page 560.
8. An easement for electric transmission lines and incidental purposes in the document recorded Docket 688, Page 793.

Schedule 3.14(a)-7

9. An easement for electric lines and appurtenant facilities and incidental purposes in the document recorded as 97-011017 of Official Records.
10. An easement for utility and incidental purposes in the document recorded as 2003-088173 of Official Records.
11. All matters as set forth in Resolution of Abandonment, recorded June 19, 2013 as 2013-051089 of Official Records.
12. Any right of the United States to recover funds from the owner or from any transferee of the land, or of any portion thereof, by reason of advances of federal funds, including but not limited to those authorized under the Hill-Burton Act or similar acts or statutes.
13. Water rights, claims or title to water, whether or not shown by the public records.
14. Taxes for the year 2014, a lien not yet due and payable.
15. Rights of tenants under unrecorded leases set forth in section (ii) of **Schedule 3.14(a)**.
16. All matters that an accurate survey or inspection of the Property would disclose.

(ii) Lease Agreements related to Owned Real Property:

1. Medical Office Lease, dated July 1, 2009, by and between Seller and Central Arizona Heart Specialists, P.L.C. for 1828 E. Florence Blvd, Suite 140, Casa Grande, AZ 85122.
2. Medical Office Lease, dated June 1, 2008, by and between Seller and United Pulmonary & Sleep Medicine, Inc. for 1828 E. Florence Blvd, Suite 112, Casa Grande, AZ 85122.
3. Medical Office Lease, dated April 1, 2004, by and between Seller and Dr. Veeresh Moodabagilu for 1820 E. Florence Blvd, Suite H, Casa Grande, AZ 85122.
4. Medical Office Lease, dated July 2, 2013, by and between Seller and East Valley Diabetes & Endocrinology, P.L.C. for 1780 E. Florence Blvd, Suite 102, Casa Grande, AZ 85122.
5. Lease, dated January, 2008, by and between Seller and Hospice Family Care of Mesa for 950 N. Arizola Rd., Suite 2, Casa Grande, AZ 85122, as amended by that certain First Amendment dated January 2008, that certain Second Amendment dated March 1, 2011, and that certain Third Amendment dated October 18, 2013.
6. Medical Office Lease, dated November 1, 2010, by and between Seller and Obstetrix Medical Group of Arizona, P.C. for 1780 E. Florence Blvd, Suite 102, Casa Grande, AZ 85122. [PERINATOLOGY]

Schedule 3.14(a)-8

7. Medical Office Lease, dated January 1, 2011, by and between Seller and Obstetrix Medical Group of Arizona, P.C. for 1780 E. Florence Blvd, Suite 102, Casa Grande, AZ 85122. [CARDIOLOGY]
8. Agreement for Parking Spaces, dated February 1, 2011, by and between Seller and Premier Cardiovascular Center for 15 parking spaces located at 1800 E. Florence Blvd, Casa Grande, AZ 85122.
9. Lease, dated October, 2008, by and between Seller and The River Source Treatment Center-Casa Grande, LLC for premises located at 950 N. Arizola Rd., Casa Grande, AZ 85122, as amended by that certain Addendum dated November 13, 2008, that certain Second Addendum dated September 1, 2009, and that certain Third Addendum dated November 15, 2012.

(iii) None.

(iv) None.

Schedule 3.14(b)

Leased Real Property

Retail Net Lease, dated July 31, 2002 by and between Seller and Casa Grande Capital Group, LLC, for 440 N. Camino Mercado, Building No. 1, Suites A-F, as amended by that certain First Amendment dated September 6, 2006 and that certain Second Amendment dated September 20, 2012.

Schedule 3.14(b)-1

Schedule 3.14(c)

Casa Grande Community Hospital Foundation, Inc. Real Property

Casa Grande Community Hospital Foundation, Inc. owns Real Property located at the following address:

2111 N. Sweetwater Drive, Casa Grande, AZ 85122

Schedule 3.15

Brokers

Hammond Hanlon Camp, LLC

Schedule 3.15-1

Schedule 3.18

Medical Staff; Physician Relations

None.

Schedule 3.18-1

Schedule 3.19

Health Care Laws

None.

Schedule 3.19-1

Schedule 3.20

Insurance

[List all insurance policies of Seller currently in force and any in force within the prior 3 years.]

Policy Type	Underwriter	Broker	Policy Dates	Coverage
Commercial Professional Liability (Malpractice) & Commercial General Liability & Sexual Misconduct-Hospital	Darwin Select Insurance Co.	Mahoney Group	11/1/13 - 11/1/14	\$10,000,000
Property Insurance- Bldg & Personal-Hospital and surrounding buildings/incl Pavilion eff 12/8/09	Travelers	Mahoney Group	7/1/2013 - 7/1/2014	\$165,695,350
General Commercial Auto	Travelers	Mahoney Group	7/1/2013 - 7/1/2014	\$1,000,000
Underground Tank	ACE American Insurance Co.	Mahoney Group	2/22/13 - 2/22/14	\$1M/\$2M
Directors & Officers	Darwin National Assurance Co	Mahoney Group	4/30/13 - 4/30/14	\$5,000,000
Employment Practices Liability	Darwin National Assurance Co	Mahoney Group	4/30/13 - 4/30/14	\$5,000,000
Fiduciary Liability	Darwin National Assurance Co	Mahoney Group	4/30/13 - 4/30/14	\$1,000,000
Malpractice - Physician Group (employed)	General Star Indemnity	Mahoney Group	9/21/13 - 9/21/14	\$2M/\$4M
Stop Loss	National Union Fire Ins Co	Mahoney Group	1/1/13 - 12/31/13	\$1,850,000
ERISA Bond	Travelers	Mahoney Group	7/1/10 - 7/1/13	\$500,000
Workers	State	Mahoney Group	7/1/13 - 7/1/14	\$1,000,000

Compensation	Compensation Fund	Mahoney Group		
Volunteer Policy	Axis Insurance Company	Mahoney Group	7/1/13-6/30/14	\$500,000
Honesty/Crime Bond	Hartford Accident & Indemnity	Mahoney Group	7/1/13 - 7/1/14	\$250,000

Schedule 3.20-2