

UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF TEXAS  
HOUSTON DIVISION

<p><b>In re:</b></p> <p><b>NEIGHBORS LEGACY HOLDINGS, INC., <i>et al.</i>,</b></p> <p style="text-align: center;"><b>Debtors.<sup>1</sup></b></p>	§ § <b>Chapter 11</b> § § <b>Case No. 18-33836</b> § § <b>(Jointly Administered)</b> §
---	--

**DEBTORS’ STATEMENT OF POSITIONS ON UNRESOLVED ISSUES  
WITH REGARD TO BACK-UP BIDDER ASSET PURCHASE AGREEMENT**

The Debtors held an auction for the sale of substantially all of their assets on August 27, 2018, and concluded the auction on August 28, 2018. At the conclusion of the auction, the Debtors selected a consortium bid of five separate bidders for the sale of substantially all of the Debtors’ assets along with two Back-up Bidders, Nitya Capital, LLC (the “Nitya Back-up Bidder”) and Greater Texas Emergency Centers, LLC (the “Greater Texas Back-up Bidder”).

On September 12, 2018, the Court approved the sale of substantially all of the Debtors’ assets by Order (the “Sale Order”) at Docket No. 482. Pursuant to the Sale Order, the Court held a telephonic hearing on September 18, 2018, regarding whether the Debtors and the Nitya Back-up Bidder had reached an agreement on the form of Asset Purchase Agreement for the Back-up Bid. The Debtors and the Nitya Back-up Bidder have not reached an agreement on the form of Asset Purchase Agreement. To resolve the Nitya Back-up Bidder’s form of Asset Purchase Agreement, the Court set a hearing for September 28, 2018, at 3:00 p.m. The Court also requested that by 4:00 p.m. on September 26, 2018, the Debtors and the Nitya Back-up Bidder file either a

<sup>1</sup> Due to the large number of Debtors in these chapter 11 cases, a complete list of the Debtors and the last four digits of their tax identification numbers is not provided herein. A complete list of such information may be obtained on the website of the Debtors’ proposed claims and noticing agent at [www.kccllc.net/neighbors](http://www.kccllc.net/neighbors). The location of Debtors’ principal place of business and the Debtors’ service address is: 10800 Richmond Avenue, Houston, Texas 77042.



joint statement or separate statements along with a list of remaining unresolved issues. Prior to the September 26 deadline, the Debtors circulated a proposed joint statement and invited Nitya to provide its positions. Nitya declined. The Debtors reserve the right to take additional positions on issues that Nitya raises in its statement. Accordingly, the Debtors file this Statement of Positions on Unresolved Issues with Regard to Back-up Bidder Asset Purchase Agreement. The Debtors' proposed form of the Nitya Back-up Bidder Asset Purchase Agreement is attached as **Exhibit A**.

**DEBTORS' POSITIONS<sup>2</sup> ON UNRESOLVED ISSUES WITH REGARD  
TO BACK-UP BIDDER PURCHASE AGREEMENT**

1. **Purchase Price Reduction [Section 2.06].**
  - a. **Change.** Nitya seeks a credit against the purchase price for the deposits made by the Winning Bidders to the Debtor, if retained by the Debtor (total amount \$4,791,000), plus an amount equal to Altus' bid protections (\$1,252,100).
  - b. **Debtors' position.** The Debtors believe that these purchase price reductions are not justified. If the Debtor terminates the Highest and/or Best Bid Purchase Agreements, then the retention of the Deposit is property of the Debtor's estate that is intended to compensate the Debtor for the time and expense spent negotiating those agreements and working towards closing. They should not result in additional credit for Nitya. Similarly, if the Debtors are required to pay Altus' bid protections, these funds are compensation to Altus for its time and expense spent as the Stalking Horse and are not for the benefit of Nitya. Nitya's bid at the Auction was predicated on the requirement that it had to overbid Altus by the amount of those bid protections and Nitya is not entitled to reduce its purchase price because those bid protections were ultimately paid. This modification was not discussed or agreed to at the auction. Moreover, the Court-approved bid procedures do not permit any bidder other than the stalking horse bidders to seek a break-up fee or expense reimbursement.
2. **Prohibition on Modifying Highest and/or Best Bid Purchase Agreements [Section 5.01(k)].**
  - a. **Change.** Nitya seeks to prohibit the Debtors from amending or modifying the Highest and/or Best Bid Purchase Agreements with the Winning Bidders without Nitya's approval.

---

<sup>2</sup> The Official Committee of Unsecured Creditors (the "Committee") supports the Debtors' positions.

b. **Debtors' position.** The Highest and/or Best Bid Purchase Agreements were finalized over a compressed timeframe and may need to be amended or modified for various minor changes, to clarify the agreements among the parties and/or to accommodate matters that arise or come to the parties' attention prior to closing. None of the changes to other bids will change the terms of the Nitya binding purchase agreement. Requiring the Debtor to receive Nitya's approval of these amendments, especially when the Nitya APA may never be triggered, is burdensome and unnecessary, and will increase the cost of closing to the Debtor and its estate.

3. **Definition of "Sellers Material Adverse Effect".**

a. **Change.** Nitya has added new circumstances giving rise to a "Seller Material Adverse Effect," which were not included in the Stalking Horse APAs and thus provide Nitya a unilateral termination right under Section 9.01(d)(iv). These circumstances include the following new clauses: (iv) any material adverse effect caused by or resulting from loss of key personnel (including physician contractors), loss of material contracts or leases (including as the result of contract rejections by Debtors), occurring subsequent to the Auction, (v) litigation, not including the Bankruptcy Cases or matters pending at the time of the Auction, or (vi) material restatement of financial statements or information provided prior to the Auction.

Further, Nitya has narrowed the exception in clause (D) to the definition of "Seller Material Adverse Effect" such that the "announcement, pendency or consummation of the sale of the Transferred Assets" is only an exception to a Seller Material Adverse Effect if it is related to Nitya.

b. **Debtors' position.** The Debtor believes these proposed changes should be rejected. They create additional termination rights for circumstances that are of equal concern to the winning bidders for the Debtor's assets (the "Winning Bidders") and which were not bargained for by the Stalking Horse Bidders or the Winning Bidders. If Nitya had specific concerns relative to these items, it should have included them in its bid submission or on the record at the auction. In addition, the Debtors have initiated a public bankruptcy process and must be able to make public announcements about the sale of the Transferred Assets.

4. **Conditionality of Triggering Events: Definitions of "Houston Acquisition Triggering Event" and "Houston and Non-Houston Acquisition Triggering Event".**

a. **Change.** Nitya has narrowed the "triggering events" giving rise to the effectiveness of Nitya's asset purchase agreement (the "Nitya APA") to exclude circumstances in which the termination of the Highest and/or Best Bid Purchase Agreement occurs as a result of "any breach of representation or warranty or any Seller's breach of any covenant or obligation under" any such Highest and/or Best Bid Purchase Agreement."

b. **Debtors' position.** Nitya's obligations under the Nitya APA should not be conditioned on the circumstances under which the Highest and/or Best Bid Purchase Agreements are terminated as this undermines the certainty of Nitya's back-up bid and

intertwines the transactions in ways that are inappropriate. There may be circumstances in which one or more Winning Bidders terminates its Highest and/or Best Bid Purchase Agreement and claims the basis for such termination is Debtors' breach. If such a breach is reasonably disputed by Debtor or is the result of the Winning Bidder's breach, Nitya should not have the right to walk away from its obligations under the Nitya APA.

5. **Closing Deliverables [Definition of "Transaction Documents" and Section 2.08].**

a. **Change.** The definition of Transaction Documents now includes references to the Transition Services Agreements (each, a "TSA") and Trade Name License Agreement which would obligate the Debtors to finalize and deliver these agreements in order to close even though the Debtors will not be a party to them (other than the TSA with the Debtor's Estate which is for the benefit of the Debtor).

Nitya is now requiring a lease agreement for the Neighbors headquarters or post-closing (rent-free) access to the headquarters, which was not previously discussed.

b. **Debtors' position.** The expanded definition of Transaction Documents creates an impediment to closing, uncertainty for the Debtors' estates and should be deleted. Furthermore, the delivery of TSAs and a Trade Name License Agreement are outside of the Debtor's control and concern (except as specified above), are not required by the Highest and/or Best Bid Purchase Agreements and are difficult to discern at this time without knowing exactly which facilities Nitya is purchasing. The Debtor is willing to agree to the delivery of a headquarters lease and/or access so long as Nitya includes the corresponding covenant from the Stalking Horse APA (Section 5.03(f) of the Altus APA) which clarifies that it is the buyer's obligation to come to terms on the lease agreement or, if such agreement cannot be reached, to notify the Debtor that the Buyer will simply require rent-free access for six weeks.

6. **Right to Negotiate with Winning Bidders [Section 5.05(c)].**

a. **Change.** Nitya has introduced a new right to negotiate with any Qualified Bidders that participated in the Auction if and when the Highest and/or Best Bid Purchase Agreements are terminated.

b. **Debtors' position.** The Debtor believes this right to negotiate with the Winning Bidders (even if upon the occurrence of the applicable Nitya triggering events) undermines the process of the Winning Bidders working towards closing and may incentivize certain Winning Bidders who seek expanded assets or different terms to avoid closing with the Debtor and to "partner" with Nitya to facilitate Nitya's closing. This modification was not discussed or agreed to at the auction.

7. **Drop Dead Date: Definitions of "Houston Acquisition Triggering Event" and "Houston and Non-Houston Acquisition Triggering Event," Sections 9.01(f)(iii) and 9.01(g)(iii).**

a. **Change.** Nitya has insisted that the Nitya APA must automatically terminate on the earliest to occur of (i) the earliest end date specified in any Highest and/or Best Bid

Purchase Agreement and (ii) December 31, 2018 unless, prior to such date, Nitya has received notice of the termination of the Highest and/or Best Bid Purchase Agreements by the applicable date.

b. **Debtors' position.** The Debtor is amenable to an automatic termination date of December 31, 2018 for both its Houston and Non-Houston Asset package bids if the Debtor does not give notice of a Houston and/or Non-Houston Acquisition Triggering Event prior to such date. This provides much greater clarity than the Nitya formulation which would require analyzing each Highest and/or Best Bid Purchase Agreement to identify the earliest end date specified. In addition, since there are Houston Highest and/or Best Bid Purchase Agreements with Altus (for six of the Houston facilities) and Greater Texas (for Bellaire), the concept of automatic termination on "the earliest end date specified in any Houston or Non-Houston Highest and/or Best Bid Purchase Agreement" would unfairly terminate Nitya's commitment to purchase the Altus asset package if Greater Texas was to terminate its Highest and/or Best Bid Purchase Agreement on the drop dead date specified therein (October 31, 2018).

8. **Time Period for Closing [Section 2.08].**

a. **Change.** Nitya wants a 120 day period in which to close its transaction after it receives notice of the termination of the Highest and/or Best Bid Purchase Agreements.

b. **Debtors' position.** The Debtor proposes a 90-day period for Nitya to close following notice of a triggering event. The drop dead date (discussed above) would be tolled during this closing period such that if the Debtor was to provide notice of a triggering event on or prior to December 31<sup>st</sup>, the drop dead would be extended to a date no later than March 30, 2019 depending on when such notice is given. This is a middle ground between Nitya's proposal (120 days) and the Debtor's initial proposal (60 days) and is sufficient for Nitya to prepare for a closing. Nitya has completed its diligence and should not be entitled to a longer period to prepare for closing than the other Winning Bidders.

9. **Assumed Liabilities and Cure Costs [Section 2.03].**

a. **Change.** In its full-system bid, Nitya agreed to be responsible for certain assumed liabilities and cure costs in an aggregate amount of up to \$1.3 million for the Houston Asset Package. At the Auction, when the Yorktown facility was removed from this package, Nitya and the Debtor agreed to reduce this amount to \$1.2 million. However, in its most recent post-auction draft, Nitya has further reduced the assumed liabilities and cure costs under the Houston Asset Package to \$750,000.

b. **Debtors' position.** The Debtor believes that Nitya should be held to the agreement that it made at the Auction which is equal to the amount set forth in Altus' Highest and/or Best Bid Purchase Agreement. This modification was not discussed or agreed to at the auction.

10. **Limitation of Remedies [Section 9.02(a)].**

a. **Change.** Nitya has deleted the proviso in Section 9.02(a) which provides that in the case of certain willful and knowing breaches by either party, then the breaching party will be responsible for all losses suffered by the non-breach party.

b. **Debtors' position.** The right for the non-breaching party to pursue the breaching party for losses in the circumstances described in the provision was expressly bargained for by the Debtors in its Stalking Horse APA with Altus and in Nitya's bid submission. The decision by the Debtors to forego similar language in the Non-Houston Stalking Horse APA (or in the Non-Houston Highest and/or Best Bid Purchase Agreements), was a business decision made by the Debtors in light of the relatively lower value of the Non-Houston Asset Package as compared to the Houston Asset Package. This modification was not discussed or agreed to at the auction. Nitya should not be entitled to renegotiate its bid at this time.

**Dated: September 26, 2018.**

**PORTER HEDGES LLP**

By: /s/ John F. Higgins  
John F. Higgins  
State Bar No. 09597500  
Eric M. English  
State Bar No. 24062714  
Genevieve M. Graham  
State Bar No. 24085340  
1000 Main Street, 36th Floor  
Houston, Texas 77002  
Telephone: (713) 226-6000  
Fax: (713) 226-6248

**COUNSEL FOR DEBTORS  
AND DEBTORS IN POSSESSION**

**CERTIFICATE OF SERVICE**

I hereby certify that a true and correct copy of the foregoing was duly served by electronic transmission to all registered ECF users appearing in the case on September 26, 2018.

*/s/ John F. Higgins*

\_\_\_\_\_  
John F. Higgins

---

**BACK UP BID**

**ASSET PURCHASE AGREEMENT**

**by and among**

**THE “OPERATING SELLERS”**

**As defined herein, as Operating Sellers**

**NEC BAYTOWN ASSET HOLDINGS, LLC,  
NEC BEAUMONT ASSET HOLDINGS, LLC  
NEC KINGWOOD ASSET HOLDINGS LLC, and  
NEC PEARLAND ASSET HOLDINGS, LLC  
as Owned Real Property Sellers**

**NEIGHBORS LEGACY HOLDINGS, INC.,  
NEIGHBORS GLOBAL HOLDINGS, LLC,  
NEIGHBORS HEALTH, LLC,  
EDMG, LLC, and  
NEIGHBORS PRACTICE MANAGEMENT, LLC  
as Corporate and Shared Services Sellers**

**NEIGHBORS EMERGENCY CENTER, LLC  
as IP Seller**

**and**

**NITYA HEALTH OPERATIONS LLC  
as OPCO Buyer  
and  
NITYA HEALTH RE LLC  
As Realty Buyer**

**dated**

**September \_\_, 2018**

**EXHIBIT A**



**TABLE OF CONTENTS**

	<b>Page</b>
ARTICLE 1 DEFINITIONS AND INTERPRETIVE MATTERS .....	2
Section 1.01    Definitions.....	2
Section 1.02    Accounting Terms; Utilization of GAAP for Purposes of Calculations Under Agreement.....	13
Section 1.03    Other Definitional and Interpretative Provisions .....	13
ARTICLE 2 PURCHASE AND SALE .....	14
Section 2.01    Purchase and Sale of Assets.....	14
Section 2.02    Retained Assets .....	17
Section 2.03    Assumption of Liabilities.....	18
Section 2.04    Retained Liabilities .....	19
Section 2.05    Good Faith Deposit; Escrow .....	20
Section 2.06    Purchase Price .....	20
Section 2.07    Bankruptcy Court Orders .....	21
Section 2.08    Closing; Closing Deliveries .....	21
Section 2.09    Allocation of Purchase Price.....	22
Section 2.10    Taxes. ....	23
Section 2.11    Title Reports, Surveys and other Owned Real Property Information .....	24
ARTICLE 3 REPRESENTATIONS AND WARRANTIES OF THE SELLERS .....	24
Section 3.01    Corporate Existence and Power .....	24
Section 3.02    Authorization .....	24
Section 3.03    Governmental Authorization .....	24
Section 3.04    Title to Transferred Assets.....	25
Section 3.05    Brokerage Fees.....	25
Section 3.06    365 Contracts. ....	25
Section 3.07    Taxes. ....	25
Section 3.08    Transactions with Affiliates.....	25
Section 3.09    Compliance with Laws .....	25
Section 3.10    Healthcare Laws.....	26
Section 3.11    Legal Proceedings .....	26
Section 3.12    Absence of Restrictions and Conflicts .....	26
Section 3.13    Intellectual Property.....	27
Section 3.14    Environmental.....	27
Section 3.15    Real Property .....	27
Section 3.16    Employment and Labor.....	29
Section 3.17    No Other Representations or Warranties .....	29
Section 3.18    Financial Statements and Information. ....	30
ARTICLE 4 REPRESENTATIONS AND WARRANTIES OF BUYERS .....	30
Section 4.01    Corporate Existence and Power. ....	30
Section 4.02    Authorization .....	30
Section 4.03    Governmental Authorization .....	30
Section 4.04    Healthcare Laws.....	30

Section 4.05	Legal Proceedings .....	31
Section 4.06	Absence of Restrictions and Conflicts .....	31
Section 4.07	Financing.....	31
Section 4.08	Arm’s Length .....	31
Section 4.09	Finders’ Fees .....	31
ARTICLE 5 PRE-CLOSING COVENANTS OF THE PARTIES .....		32
Section 5.01	Conduct of the Acquired Business.....	32
Section 5.02	Bankruptcy Filings and Bidding Procedures .....	33
Section 5.03	Assumption and Rejection of Executory Contracts and Leases. ....	33
Section 5.04	Access to Information .....	35
Section 5.05	Commercially Reasonable Efforts; Further Assurances .....	35
Section 5.06	Notices of Certain Events .....	36
ARTICLE 6 POST-CLOSING COVENANTS OF BUYERS .....		37
Section 6.01	Access .....	37
Section 6.02	Employee Matters .....	38
Section 6.03	Trade Name License Agreement and Transition Services Agreement .....	40
ARTICLE 7 POST-CLOSING COVENANTS OF THE PARTIES .....		40
Section 7.01	Certain Filings.....	40
Section 7.02	Public Announcements .....	40
Section 7.03	Confidentiality .....	41
Section 7.04	Mail and Other Post-Closing Inquiries. ....	41
Section 7.05	Post-Closing Collection of Accounts Receivable. ....	41
ARTICLE 8 CONDITIONS TO CLOSING.....		41
Section 8.01	Conditions to Obligations of Buyers and Sellers .....	41
Section 8.02	Conditions to Obligations of Buyers.....	42
Section 8.03	Conditions to Obligations of the Sellers .....	42
ARTICLE 9 TERMINATION .....		43
Section 9.01	Grounds for Termination .....	43
Section 9.02	Effect of Termination.....	46
ARTICLE 10 MISCELLANEOUS .....		47
Section 10.01	Notices .....	47
Section 10.02	Survival.....	48
Section 10.03	Amendments and Waivers .....	49
Section 10.04	Expenses .....	49
Section 10.05	Successors and Assigns.....	49
Section 10.06	Supplementation and Amendment of Schedules .....	49
Section 10.07	Governing Law .....	49
Section 10.08	Jurisdiction.....	50
Section 10.09	WAIVER OF JURY TRIAL.....	50
Section 10.10	Counterparts; Effectiveness; Third Party Beneficiaries.....	50
Section 10.11	Entire Agreement .....	50
Section 10.12	Severability .....	51
Section 10.13	Time of Essence.....	51
Section 10.14	Certain Acknowledgements and Limitations.....	51

EXHIBITS

Exhibit A	LP Operating Sellers
Exhibit B	OMITTED
Exhibit C	Bidding Procedures Order
Exhibit D	Sale Order
Exhibit E	Transition Services Agreement – Services

SCHEDULES

Schedule 2.01 (a) (1)	Houston Asset Package
Schedule 2.01 (a) (2)	Non-Houston Asset Package
Schedule 3.05	Sellers' Finders' Fees
Schedule 3.06	365 Contracts
Schedule 3.07(b)	Taxes
Schedule 3.08	Affiliate Transactions
Schedule 3.11	Legal Proceedings
Schedule 3.15(a)	Owned Real Property
Schedule 3.15(b)	Leased Real Property
Schedule 3.15(c)	Real Property – Violations of Law
Schedule 3.15(e)	Real Property – Notices of Increases in Assessed Value
Schedule 3.15(f)	Real Property – Proceedings
Schedule 3.15(g)	Real Property – Notices of Claims
Schedule 3.15(h)	Real Property – Environmental Issues
Schedule 5.03	Desired 365 Contracts

## **BACK UP BID**

### **ASSET PURCHASE AGREEMENT**

This BACK UP BID ASSET PURCHASE AGREEMENT (this “**Agreement**”) is dated as of September \_\_, 2018 (the “**Execution Date**”), by and among (i) Nitya Health Operations LLC, a Texas limited liability company (“**OpCo Buyer**”), Nitya Health RE LLC, a Texas limited liability company (“**Realty Buyer**” and together with Opco Buyer, the “**Buyers**” and each individually a “**Buyer**”) (“and (ii) the limited partnerships listed on Exhibit A attached hereto (collectively, the “**Operating Sellers**” and each individually, an “**Operating Seller**”, but in each case subject to, and except as otherwise provided in, the provisions of Section 2.01(a) below), (iii) NEC Baytown Asset Holdings, LLC, a Texas limited liability company, NEC Beaumont Asset Holdings LLC, NEC Kingwood Asset Holdings LLC, a Texas limited liability company, NEC Pearland Asset Holdings, LLC, a Texas limited liability company (collectively, the “**Owned Real Property Sellers**” and each individually, an “**Owned Real Property Seller**,” but in each case subject to, and except as otherwise provided in, Section 2.01(a) below), (iv) Neighbors Legacy Holdings, Inc., a Texas corporation (“**Seller Parent**”), Neighbors Global Holdings, LLC, a Delaware limited liability company (“**Global Holdings**”), Neighbors Health, LLC, a Texas limited liability company (“**Neighbors Health**”), EDMG, LLC, a Texas limited liability company (“**EDMG**”), and Neighbors Practice Management, LLC, a Texas limited liability company (“**NPM**” and collectively with Seller Parent, Global Holdings, Neighbors Health and EDMG, the “**Corporate and Shared Services Sellers**” and each individually, a “**Corporate and Shared Services Seller**”), and (v) Neighbors Emergency Center, LLC, a Texas limited liability company (the “**IP Seller**” and collectively with the Operating Sellers, the Owned Real Property Sellers, and the Corporate and Shared Services Sellers, the “**Sellers**” and each individually, a “**Seller**”). Buyers and Sellers are sometimes referred to collectively herein as the “**Parties**” and singly as a “**Party**.”

### **RECITALS**

A. The Operating Sellers are engaged in the business of operating the emergency centers listed on Exhibit A (each a “**Facility**” and collectively, the “**Facilities**,” and the business conducted by the Operating Sellers at such Facilities, the “**Business**”).

B. Sellers have filed voluntary petitions under Chapter 11 of the Bankruptcy Code (as defined below) in the Bankruptcy Court (as defined below) and sought a comprehensive sale of their assets. Buyers submitted this Asset Purchase Agreement as part of a Qualified Bid pursuant to the Bidding Procedures Order dated August 8, 2018, approving and scheduling an auction for the sale of Sellers’ assets

C. At the auction conducted on August 27, 2018 (the “**Auction**”), the Sellers determined that the offer of Buyer for the Business and the Transferred Assets (as defined below) and the Specifically Assumed Liabilities (as defined below) was the next highest and/or best Qualified Bid submitted by a Qualified Bidder pursuant to the Bidding Procedures Order and therefore Buyer is the Backup Bidder (as defined below).

D. On the terms and conditions of this Agreement, and as authorized under Sections 363 and 365 of the Bankruptcy Code, the Sellers desire to sell to Buyers, and Buyers desire to purchase from the Sellers, the Transferred Assets and the Acquired Business as defined herein, and Buyers are willing to assume all of the Specifically Assumed Liabilities.

NOW, THEREFORE, in consideration of the mutual promises, representations and warranties made herein and other good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, the Parties hereto, intending to be legally bound, and subject only to the required approvals of the Bankruptcy Court, agree as follows:

## **ARTICLE 1 DEFINITIONS AND INTERPRETIVE MATTERS**

### **Section 1.01 Definitions.**

The following terms, as used herein, have the following meanings:

“**365 Contracts**” means all Contracts that may be assumed by the Debtors pursuant to Section 365 of the Bankruptcy Code.

“**Accounts Receivable**” means, as of the Effective Time, all accounts receivable, trade receivables, notes receivables and all other receivables, whether accrued, current or overdue, of Sellers, in each case other than intercompany receivables.

“**Acquired Business**” has the meaning set forth in Section 2.01(a).

“**Adverse Consequences**” means all Proceedings, charges, complaints, demands, injunctions, judgments, orders, decrees, awards, rulings, damages, penalties, fines, costs, reasonable amounts paid in settlement, Liabilities, obligations, Taxes, Liens, losses, expenses and fees, including court costs and reasonable attorneys’ fees and expenses.

“**Affiliate**” means, with respect to any Person, any other Person directly or indirectly controlling, controlled by, or under common control with such other Person. For such purposes, the term “control” means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract or otherwise.

“**Agreement**” is defined in the opening paragraph hereof.

“**Alternative Agreement**” means one or more definitive agreements with respect to one or more Alternative Transactions.

“**Alternative Transaction**” means a transaction or series of related transactions pursuant to which the Sellers sell all or a substantial portion of the Transferred Assets or any group of assets that includes all or a substantial portion of the Transferred Assets, to a Person other than Buyers or an Affiliate of Buyers, as the highest or best offer, in accordance with the Bidding Procedures Order or otherwise, but does not mean the sale of goods or services conducted in a manner consistent with the recent operation of the Acquired Business.

“**Applicable Law**” means, with respect to any Person, any federal, state or local law (statutory, common or otherwise), constitution, ordinance, code, rule, regulation, order, injunction or judgment adopted or promulgated by a Governmental Authority that is binding upon or applicable to such Person, as amended unless expressly specified otherwise.

“**Assets**” means all assets, properties and rights (including all rights and benefits under Contracts) of every nature, kind, description, tangible and intangible, whether real, personal or mixed, whether accrued, contingent or otherwise, whether now existing or hereinafter acquired, wherever located, and whether or not recorded or reflected, or required to be recorded or reflected, on a balance sheet or the books and records of any Person, and all right, title, interest and claims therein and thereto.

“**Auction**” is defined in the Recitals hereto.

“**Avoidance Actions**” is defined in Section 2.02(1).

“**Backup Bidder**” has the meaning set forth in the Bidding Procedures for the Sale of Debtor’s Assets attached to the Bidding Procedures Order.

“**Bankruptcy Cases**” means Case No 18-33836 filed by Sellers as Debtors under Chapter 11 of the Bankruptcy Code in the Bankruptcy Court.

“**Bankruptcy Code**” means Title 11 of the United States Code, as amended.

“**Bankruptcy Court**” means the United States Bankruptcy Court for the Southern District of Texas or any other court having jurisdiction over the Bankruptcy Cases from time to time.

“**Bankruptcy Rules**” means the Federal Rules of Bankruptcy Procedure, the Official Bankruptcy Forms, the Federal Rules of Civil Procedure, the Local Rules of the United States District Court for the Southern District of Texas and the Local Rules of the United States Bankruptcy Court for the Southern District of Texas, each as in effect on the Petition Date or as thereafter amended, to the extent applicable to the Bankruptcy Cases or proceedings therein, as the case may be.

“**Bidding Procedures Order**” means the order of the Bankruptcy Court dated August 8, 2018, that approves, *inter alia*, bidding and auction procedures to be followed by the Debtors and all potential bidders for the Transferred Assets, in the form attached as Exhibit C.

“**Bill of Sale**” means an instrument, in form and substance reasonably satisfactory to the Debtors and Buyers, assigning, conveying and transferring the Transferred Assets (other than the Desired 365 Contracts and the Real Property Leases) to OpCo Buyer (or any entity specified by the OpCo Buyer).

“**Business Day**” means any day, excluding Saturdays, Sundays or “legal holidays” (as referenced in Bankruptcy Rule 9006(a)), on which nationally chartered commercial banks are open for business in Houston, Texas.

“**Buyer(s)**” is defined in the opening paragraph of this Agreement and/or, subject to Section 10.05, its successors or assigns.

“**Buyers Material Adverse Effect**” means a material adverse effect on the ability of Buyers to consummate the Transactions or to perform its obligations hereunder and under the other Transaction Documents to which it is or will be a Party.

“**Buyer’s Transferred Employee List**” is defined in Section 6.02(a).

“**Cash Deposits**” means the total amount of any cash and negotiable instruments of the Sellers that constitute deposits securing any performance bonds, surety bonds, letters of credit, guarantees, utility deposits, security deposits or similar assurances outstanding as of the Closing Date.

“**CERCLA**” means the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, and any rules or regulations promulgated thereunder.

“**Chosen Courts**” is defined in Section 10.08.

“**CHOW**” is defined in Section 5.05(b).

“**Claim**” means a claim as defined in Section 101(5) of the Bankruptcy Code.

“**Closing**” is defined in Section 2.08(a).

“**Closing Date**” means the date of the Closing.

“**COBRA**” means the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended, and any similar State law.

“**Code**” means the United States Internal Revenue Code of 1986, as amended.

“**Confidentiality Agreement**” means the Confidentiality Agreement dated June 12, 2018, between Neighbors Global Holdings, LLC, Neighbors Legacy Holdings, Inc., and Nitya Capital LLC.

“**Consortium Buyers**” means Altus Health Systems OpCo, LLC, Altus Health System Realty, LLC (collectively “**Altus**”), AEC ER 4, LLC, Exceptional H.C., Inc., Greater Texas Emergency Centers LLC/Signature, and Tenet Business Services Corporation.

“**Consortium Deposit**” means the deposit amount paid by the Consortium Buyers pursuant to the Highest and/or Best Bid Purchase Agreement(s).

“**Contract**” means any contract, agreement, lease, indenture, note, bond, sale and purchase order, instrument or other commitment, whether oral or written (including any amendments or modifications thereto).

“**Corporate and Shared Services Seller**” is defined in the opening paragraph of this Agreement.



“**Cure Costs**” means the amount necessary to cure defaults under any Desired 365 Contract, including the Real Property Leases, and to compensate the non-debtor party for any actual pecuniary loss resulting from such defaults in order to assume and assign the Desired 365 Contract under Sections 365(a) and 365(f) of the Bankruptcy Code.

“**Debtor**” or “**Debtors**” means any Seller individually, and the Sellers, collectively, following the filing of the Bankruptcy Cases.

“**Desired 365 Contracts**” is defined in Section 5.03(a).

“**Desired Headquarters Space**” is defined in Section 2.08(c)(viii).

“**Effective Time**” means 12:01 a.m. local time in Houston, Texas on the day after the Closing Date.

“**Employees**” means those Persons employed by the Corporate and Shared Services Sellers who worked primarily for the Acquired Business immediately prior to the Closing, including any such individual on leave of absence.

“**End Date**” is defined in Section 2.08(a).

“**Environmental Laws**” means any Applicable Law or any agreement with any Governmental Authority to which any Seller is a party relating to human health and safety, the environment or to pollutants, contaminants, wastes, chemicals, or toxic or other Hazardous Materials.

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

“**ERISA Affiliate**” of any entity means any other entity which, together with such entity, would be treated as a single employer under Section 414 of the Internal Revenue Code.

“**ERISA Plan**” means any (i) “employee benefit plans” (as defined in Section 3(3) of ERISA) and any bonus, stock option, stock purchase, restricted stock, equity based, incentive, deferred compensation, retiree medical or life insurance, supplemental retirement, severance, change in control or other benefit plans, programs or arrangements, and all employment, termination, severance, any cafeteria plan or any holiday or vacation plan or practice or other contracts or agreements, to which the Corporate and Shared Services Sellers, or any of their ERISA Affiliates is a party, with respect to which the Corporate and Shared Services Sellers, or any of their ERISA Affiliates has any obligation to or which are maintained, contributed to or sponsored by the Corporate and Shared Services Sellers or any of their ERISA Affiliates for the benefit of any Employee or former employee, officer or director of the Sellers, (ii) employee benefit plan for which the Sellers could incur liability under Section 4069 of ERISA in the event such plan has been or were to be terminated and (iii) plan in respect of which the Corporate and Shared Services Sellers could incur liability under Section 4212(c) of ERISA.

“**Excluded Contracts and Leases**” is defined in Section 2.02(o).

“**Execution Date**” is defined in the opening paragraph of this Agreement.



“**Final Order**” means an order or judgment of the Bankruptcy Court, or other court of competent jurisdiction with respect to the subject matter, (i) which has not been reversed, stayed, modified, amended, enjoined, set aside, annulled or suspended, (ii) with respect to which no request for a stay, motion or application for reconsideration or rehearing, notice of appeal or petition for certiorari is filed within the deadline provided by applicable statute or regulation or as to which any appeal that has been taken or any petition for certiorari that has been or may be filed has been resolved by the highest court to which the order or judgment was appealed or from which certiorari was sought, and (iii) as to which the deadlines for filing such request, motion, petition, application, appeal or notice referred to in clause (ii) above have expired.

“**GAAP**” means generally accepted accounting principles in the United States, consistently applied in accordance with past practice.

“**Global Holdings**” is defined in the opening paragraph of this Agreement.

“**Governmental Authority**” means any transnational, domestic or foreign federal, state or local, governmental unit, authority, department, court, agency or official, including any political subdivision thereof.

“**Hazardous Materials**” means chemicals, pollutants, radioactive material, contaminants, wastes, toxic or hazardous substances, materials or wastes, petroleum and petroleum products, asbestos or asbestos-containing materials or products, polychlorinated biphenyls, lead or lead-based paints or materials, radon, fungus, mold, mycotoxins, nanoparticles or other substances that may have an adverse effect on human health or the environment.

“**Healthcare Laws**” means any Applicable Law related to the regulation of the healthcare industry (including, but not limited to, the addiction treatment industry, the behavioral health industry, the hospital and other health care facilities industry, the pharmaceuticals industry and the physician practice management industry), the regulation of healthcare professionals (including, but not limited to, physicians and nurses and physician assistants), or to payment for items or services rendered, provided, dispensed, or furnished by healthcare suppliers or providers (including, but not limited to, physician practices, hospitals and other health facilities, physicians and pharmacists and other practitioners).

“**Highest and/or Best Bid**” means the highest and/or best Qualified Bids as identified in the Sale Order.

“**Highest and/or Best Bid Purchase Agreements**” means the Asset Purchase Agreements as identified in the Sale Order and in the form attached as exhibits thereto.

“**Houston Acquisition Triggering Event**” means the termination of the Houston Highest and/or Best Bid Purchase Agreement, on or prior to the earlier to occur of (i) the applicable end dates specified in such agreements; and (ii) December 31, 2018.

“**Houston and Non-Houston Acquisition Triggering Event**” means the occurrence of both (i) a Houston Acquisition Triggering Event and (ii) the termination of the Non-Houston Highest and/or Best Bid Purchase Agreements on or prior to the earlier to occur of (x) the applicable end dates specified in such agreements; and (y) December 31, 2018.

“**Houston Asset Package**” means all of the Assets and Business described on Schedule 2.01(a)(1).

“**Houston Highest and/or Best Bid Purchase Agreement(s)**” means the Highest and/or Best Bid Purchase Agreements relating to Facilities or Assets included in the Houston Asset Package.

“**Houston Sale Event**” means the closing of any sale or transfer of any Facility included in the Houston Asset Package or the sale or transfer of any real property or other Asset or Assets included in the Houston Asset Package, whether pursuant to any Houston Highest and/or Best Bid Purchase Agreement(s) or in any other transaction or transactions and whether to one or more purchasers.

“**Intellectual Property Rights**” means (i) inventions, reduced to practice or made the subject of one or more pending patent applications, (ii) patents and patent applications (including all reissues, divisions, continuations, continuations-in-part, extensions and reexaminations thereof) registered or applied for throughout the world, all improvements to the inventions disclosed in each such registration, patent or patent application, (iii) trademarks, service marks, trade dress, logos, domain names, trade names and corporate names (whether or not registered) in all nations throughout the world and all goodwill associated therewith, (iv) copyrights (whether or not registered) and registrations and applications for registration thereof in all nations throughout the world, (v) proprietary computer software, (including source code, object code, firmware, operating systems and specifications), (vi) trade secrets and know-how (including manufacturing and production processes and techniques and research and development information), (vii) databases and data collections, in each case solely to the extent related to seismic and geological data, (viii) copies and tangible embodiments of any of the foregoing, in whatever form, format or medium, (ix) all rights to obtain and rights to apply for patents, and to register trademarks and copyrights, (x) all rights in all of the foregoing provided by treaties, conventions and common law, and (xi) all rights to sue or recover and retain damages and costs and attorneys’ fees for past, present and future infringement or misappropriation of any of the foregoing.

“**Interest**” means any right, title, interest, ownership, indicia of title or ownership, right of possession, or other legal, equitable or possessory interest of any kind.

“**Inventory**” means all inventories of supplies, drugs, food, janitorial and office supplies and other disposables and consumables owned by the Operating Sellers located at or within any Facility, and any other goods held for sale or lease or furnished under contracts of service, raw materials, supplies and work in process owned by the Operating Sellers and related to the Acquired Business wherever located, whether or not in transit.

“**IP Seller**” is defined in the opening paragraph of this Agreement.

“**Landlord**” is defined in Section 2.08(c)(viii).

“**Leased Real Property**” means the parcels of real property of which any Operating Seller is the lessee (together with all fixtures and improvements thereon).

**“Liabilities”** means any direct or indirect liability, indebtedness, obligation, commitment, expense, claim, deficiency, guaranty or endorsement of or by any Person of any kind or nature, whether accrued or not accrued, absolute or contingent, matured or unmatured, liquidated or unliquidated, known or unknown, asserted or not asserted, determined, determinable or otherwise.

**“Licenses”** means all federal, state and local government authorizations, certificates of authority, certificates of need, provider agreements and licenses.

**“Lien”** means, with respect to any property or asset, any mortgage, lien, interest pledge, security interest, mechanics’ lien, materialman’s lien, statutory lien or right, whenever granted and including any “lien” as under Bankruptcy Code Section 101(37).

**“Master Agreements”** is defined in Section 2.01(a)(iii).

**“Neighbors Health”** is defined in the opening paragraph of this Agreement.

**“Non-Houston Asset Package”** means all of the Assets and Business described on Schedule 2.01(a)(2).

**“Non-Houston Highest and/or Best Bid Purchase Agreement(s)”** means the Highest and/or Best Bid Purchase Agreements relating to Facilities or Assets included in the Non-Houston Asset Package.

**“Non-Houston Sale Event”** means the occurrence of (i) any Houston Sale Event or (ii) the sale or transfer of any real property or other Asset or Assets included in the Non-Houston Asset Package, whether pursuant to any Non-Houston Highest and/or Best Bid Purchase Agreement(s) or in any other transaction or transactions and whether to one or more purchasers.

**“Non-Transferable Assets”** is defined in Section 5.03(d).

**“NPM”** is defined in the opening paragraph of this Agreement.

**“OpCo Buyer”** is defined in the opening paragraph of this Agreement.

**“Operating Seller”** is defined in the opening paragraph of this Agreement.

**“Organizational Documents”** means, with respect to any Person, the certificate or articles of incorporation, bylaws, certificate of formation or organization, partnership agreement, limited partnership agreement, operating agreement, limited liability company agreement or any other similar organizational documents of such Person.

**“Owned Intellectual Property Rights”** means all Intellectual Property Rights owned by the IP Seller.

**“Owned Real Property”** means the parcels of real property of which any Owned Real Property Seller is a fee title owner (together with all fixtures and improvements thereon).

**“Owned Real Property Seller”** is defined in the opening paragraph of this Agreement.

**“Party” or “Parties”** is defined in the opening paragraph of this Agreement.

**“Patient Privacy Requirements”** means the applicable requirements of the Administrative Simplification Provisions of the Health Insurance Portability and Accountability Act of 1996, as amended by the American Recovery and Reinvestment Act of 2009 and the implementing regulations thereunder governing the privacy of individually identifiable health information and the security of such information maintained in electronic form, or of any similar law of Texas.

**“Permits”** means all material governmental (whether federal, state or local) permits, Licenses, franchises, certificates, approvals or other similar authorizations.

**“Permitted Liens”** means (a) non-monetary liens that do not detract from the value of any underlying Transferred Asset or interfere in any material respect with the ability of Buyers to own and operate any underlying Transferred Asset in substantially the manner as owned and operated by the Sellers immediately prior to the Execution Date, (b) in the case of Seller Real Property, zoning, building or other restrictions, variances, covenants, rights of way, encumbrances, easements and other minor irregularities in title, and (c) liens for Taxes not yet due and payable or being contested in good faith by appropriate procedures.

**“Person”** means any person, entity or Governmental Authority of any nature whatsoever, specifically including an individual, firm, company, corporation, partnership, trust, joint venture, association, joint stock company, limited liability company, estate, unincorporated organization or other entity or organization.

**“Petition Date”** means the date on which the Sellers filed the Bankruptcy Cases with the Bankruptcy Court.

**“Post-Closing Tax Period”** means any taxable period beginning after the Closing Date and, with respect to any Straddle Period, the portion of such Straddle Period beginning after the Closing Date.

**“Post-Petition Accounts Payable”** means all accounts payable (and unpaid) of the Debtors arising after the Petition Date in a manner consistent with the recent operation of the Acquired Business prior to the Petition Date.

**“Post-Petition Accrued Expenses”** means all accrued and unpaid operating expenses of the Debtors arising after the Petition Date in a manner consistent with the recent operation of the Acquired Business prior to the Petition Date.

**“Pre-Closing Tax Period”** means any taxable period ending on or before the Closing Date and, with respect to any Straddle Period, the portion of such Straddle Period ending on or including the Closing Date.

“**Proceeding**” means any action, claim, demand, audit, hearing, complaint, investigation, litigation, or suit commenced, brought, conducted, or heard by or before any Governmental Authority.

“**Property Taxes**” is defined in Section 2.10(b).

“**PTO Obligations**” means the Liabilities of the Sellers for the accrued vacation, sick, holiday and other paid time off and related Taxes and other payroll obligations of the Transferred Employees outstanding as of the Closing Date.

“**Purchase Price**” is defined in Section 2.06(a).

“**Purchase Price Allocation**” is defined in Section 2.09.

“**Qualified Bid**” shall have the meaning given to such term in the Bid Procedures attached as Exhibit A to the Bidding Procedures Order.

“**Real Property Lease**” shall mean any lease or sublease of Leased Real Property.

“**Realty Buyer**” is defined in the opening paragraph hereof.

“**Representatives**” means, with respect to any Person, the officers, directors, employees, members, managers, partners, investment bankers, attorneys, accountants, consultants or other advisors, agents or representatives of such Person, when acting in such capacity on behalf of such Person.

“**Retained Assets**” is defined in Section 2.02.

“**Retained Liabilities**” is defined in Section 2.04.

“**Retained Seller Mark**” means the trademark owned by the IP Seller and registered with the United States Patent and Trademark Office on July 11, 2017 under Registration No. 5239995, as amended.

“**Sale Order**” means the Sale Order entered in the Bankruptcy Cases on September 12, 2014 (Doc. 482) and the related Supplemental Sale Order entered on September 14, 2018 (Doc. 484).

“**Selected Asset Package(s)**” has the meaning set forth in Section 2.01(a).

“**Seller**” or “**Sellers**” is defined in the opening paragraph of this Agreement.

“**Sellers’ Knowledge**” means the actual knowledge of the Chief Restructuring Officer of Neighbors Health.

“**Sellers Material Adverse Effect**” means a material adverse effect on (i) the condition (financial or otherwise), business, properties, assets, or results of operations of the Acquired Business, (ii) the ability of the Sellers or the Debtors, as applicable, to conduct the Acquired Business consistent with recent history, or (iii) the ability of the Sellers or the Debtors, as

applicable, to perform their obligations under the Transaction Documents in material compliance with the requirements thereof or to consummate the Transactions; *provided, however*, that any such material adverse effect that results from any of the following matters shall be disregarded and shall not be taken into account in determining whether a material adverse effect has occurred under this definition: (A) changes in financial, credit or securities markets generally, including any changes in prevailing interest rates, (B) changes in general economic or political conditions in the United States or regionally, (C) matters identified as having a Sellers Material Adverse Effect in the Schedules to this Agreement to the extent such information was provided to Buyers on or before the date of the Auction, (D) the announcement, pendency or consummation of the sale of the Transferred Assets, (E) actions taken or omissions made after the date of this Agreement following full disclosure to Buyers and with the express written consent of Buyers, (F) changes resulting from general industry-wide conditions that do not disproportionately affect the Sellers relative to other industry participants, (H) acts of war, sabotage or terrorism or any military action, or threats thereof, or any escalation or worsening of any such acts of war, sabotage, terrorism or military actions threatened or underway as of the Execution Date, in each case, which do not disproportionately affect the Sellers relative to other industry participants, (I) any natural or man-made disaster or acts of God, in each case, which do not disproportionately affect the Sellers relative to other industry participants, and (J) changes in Applicable Law or accounting rules, including GAAP.

“*Seller Parent*” is defined in the opening paragraph of this Agreement.

“*Seller Real Property*” means, collectively, the Leased Real Property and the Owned Real Property.

“*Sellers’ Transferred Employee List*” is defined in Section 3.16(a).

“*Specifically Assumed Liabilities*” is defined in Section 2.03.

“*Straddle Period*” means any Tax period beginning before or on and ending after the Closing Date.

“*Subsidiary*” means, with respect to any Person, any entity of which securities or other ownership interests having ordinary voting power to elect a majority of the board of directors or other persons performing similar functions are at any time directly or indirectly owned by such Person.

“*T-System Contract*” means the Site Opt-In Agreement dated July 22, 2015, between T-System, Inc. and Neighbors Health.

“*Tax*” or “*Taxes*” means (i) all federal, state, local, foreign and other income, sales, use, ad valorem, withholding, payroll, employment, unemployment, excise, gross receipts, goods and services, add-on minimum, value added, transfer, profits, franchise, license, stamp, custom and any other similar taxes, duties or like assessments or charges of any kind whatsoever, together with any interest, additions or penalties with respect thereto, (ii) in the case of the Sellers, Liability for the payment of any amount of the type described in clause (i) as a result of being or having been before the Closing Date a member of an affiliated, consolidated, combined or



unitary group, or a party to any agreement or arrangement, as a result of which Liability of the Sellers to a Governmental Authority is determined or taken into account with reference to the activities of any other Person, and (iii) Liability of the Sellers for the payment of any amount of the type described in (i) or (ii) as a result of any existing express or implied agreement or arrangement (including an indemnification agreement or arrangement) involving the Sellers or any of their Affiliates.

**“Tax Refund”** means any refund, credit, or offset of Taxes attributable to the assets, operations or Acquired Business of the Sellers for periods prior to the Closing Date.

**“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.

**“Third Party”** means any Person other than a Party or its Affiliates.

**“Third Party Buyer”** means the buyer under any Third Party Purchase Agreement.

**“Third Party Purchase Agreement”** means any agreement relating to the purchase and sale of assets of the Sellers pursuant to the Auction and Bidding Procedures Order other than this Agreement.

**“Trade Name”** means “Neighbors” and all variations thereof, but excluding the Retained Seller Mark.

**“Trade Name License Agreement”** means, with respect to each Consortium Buyer (other than Altus) a definitive Trade Name License Agreement pursuant to which, (i) prior to the Closing, IP Seller, and (ii) at and after Closing, Buyer, grants to such Consortium Buyer, a royalty-free license and privilege to use the Trade Name, for transitional purposes, until the date that is 180 days following the closing of the Third Party Purchase Agreement.

**“Transaction Documents”** means this Agreement, the Bill of Sale and any other agreement between or among Buyers and the Sellers that expressly states that it constitutes a Transaction Document for purposes of this Agreement, and all other agreements, documents and instruments entered into by any of the Buyers, on the one hand, and any of the Sellers, on the other hand, as of or after the Execution Date and at or prior to Closing in connection with the Transactions (as each such document, agreement and instrument may be amended, supplemented or modified).

**“Transaction Taxes”** is defined in Section 2.10.

**“Transactions”** means the transactions contemplated by this Agreement and the other Transaction Documents.

**“Transferred Assets”** has the meaning set forth in Section 2.01(a).

**“Transferred Employees”** is defined in Section 6.02.

“*Transition Services Agreement (Consortium Buyers)*” means, with respect to each Consortium Buyer (other than Altus), a definitive Transition Services Agreement, pursuant to which Buyer or one of its Affiliates shall provide certain transition services to, and as reasonably requested by, such Consortium Buyer, which definitive Transition Services Agreement shall cover the services listed on Exhibit E attached hereto.

“*Transition Services Agreement (Debtors’ Estate)*” means a definitive Transition Services Agreement pursuant to which Buyer or one of its Affiliates shall provide certain transition services to, and as reasonably requested by, the bankruptcy estate of Debtors and to Neighbors Physician Group, PLLC following the Closing.

“*WARN Act*” means the Workers Adjustment & Retraining Notification Act or any similar State law.

“*Withholding Taxes*” means all applicable federal, state or local income Taxes and applicable employment (social security, unemployment insurance and Medicare) and other withholding obligations, in each case withheld from Employees Seller prior to Closing.

**Section 1.02 Accounting Terms; Utilization of GAAP for Purposes of Calculations Under Agreement.** Except as otherwise expressly provided in this Agreement, all accounting terms not otherwise defined herein shall have the meanings assigned to them in conformity with GAAP. Calculations in connection with the definitions, covenants and other provisions of this Agreement shall utilize GAAP, except as otherwise expressly set forth herein.

**Section 1.03 Other Definitional and Interpretative Provisions.** 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. The headings and captions herein are included for convenience of reference only and shall be ignored in the construction or interpretation hereof. References to Articles, Sections, Exhibits and Schedules are to Articles, Sections, 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 and defined herein, shall have the meaning as defined in this Agreement. Any singular term in this Agreement shall be deemed to include the plural, and any plural term the singular. Whenever the words “include,” “includes” or “including” are used in this Agreement, they shall be deemed to be followed by the words “without limitation,” whether or not they are in fact followed by those words or words of like import. “Writing,” “written” and comparable terms refer to printing, typing and other means of reproducing words (including electronic media) in a visible form. References to any Person include the successors and permitted assigns of that Person. References from or through any date mean, unless otherwise specified, from and including or through and including, respectively. References to “law,” “laws” or to a particular statute or law shall be deemed also to include any and all Applicable Law. The word “or” will have the inclusive meaning represented by the phrase “and/or.” The phrase “and/or” when used in a conjunctive phrase, shall mean any one or more of the Persons specified in or the existence or occurrence of any one or more of the events, conditions or circumstances set forth in that phrase; *provided, however*, that when used to describe the obligation of one or more Persons to do any act, it shall mean that the obligation is



the obligation of each of the Persons but that it may be satisfied by performance by any one or more of them. “Shall” and “will” have equal force and effect. The Parties and their counsel have reviewed the provisions of this Agreement and have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any of the provisions of this Agreement. All references to immediately available funds or dollar amounts contained in this Agreement shall mean United States dollars. If the Bankruptcy Cases are filed prior to the Closing Date, then as of the Petition Date, all references in this Agreement to the “Seller” or the “Sellers” shall be deemed to refer to the “Debtor” or the “Debtors,” respectively, to the extent necessary in order to give effect to the intent of the Parties expressed in Section 2.08. THE PARTIES AGREE THAT THE BOLD AND/OR CAPITALIZED LETTERS IN THIS AGREEMENT CONSTITUTE CONSPICUOUS LEGENDS.

## ARTICLE 2 PURCHASE AND SALE

### **Section 2.01 Purchase and Sale of Assets.**

(a) Subject to, and on the terms and conditions of this Agreement, and effective at the Effective Time, (1) upon the occurrence of a Houston Acquisition Triggering Event, Buyers shall purchase, acquire and accept from the Sellers and Sellers shall sell, transfer and convey to Buyers, the Houston Asset Package, as described on Schedule 2.01(a)(1), or (2) upon the occurrence of a Houston and Non-Houston Acquisition Triggering Event, Buyers shall purchase, acquire and accept from the Sellers and Sellers shall sell, transfer and convey to Buyers, the Houston Asset Package, as described on Schedule 2.01(a)(1) **and** the Non-Houston Asset Package, as described on Schedule 2.01(a)(2) (and such Asset Package or Asset Packages as described in clauses (1) and (2) of this Section 2.01(a), the “***Selected Asset Package(s)***”) for and in consideration of the Purchase Price and other consideration as specified for the Selected Asset Package(s) in Section 2.06 below, and the Sellers shall sell, convey, transfer, assign and deliver to Buyers, all of the Sellers’ right, title and interest in and to all of the assets, properties, rights and interests as set forth below with respect to the Selected Asset Package(s) (the Assets as set forth below in regards to such Selected Asset Package(s) being the “***Transferred Assets***” and the business conducted at the Facilities included in such Selected Asset Package(s) being the “***Acquired Business.***”). ***For the avoidance of doubt, notwithstanding any amendments, modifications or partial termination of any Highest and/or Best Bid Purchase Agreement(s), Buyers shall have no obligation under any circumstances to purchase any assets or combination of assets from Sellers other than either (i) the Houston Asset Package or (ii) both the Houston and the Non-Houston Asset Package as defined herein, and in either event only upon the occurrence of either a Houston Acquisition Triggering Event or the occurrence of a Houston and Non-Houston Acquisition Triggering Event and otherwise for and on the terms set forth in this Agreement.***

(i) All Accounts Receivable but only as to the Operating Sellers conducting business at the Facilities included in Houston Asset Package;

(ii) [intentionally omitted];

(iii) to the extent legally assignable, the Desired 365 Contracts and all of the Sellers' interest under the Desired 365 Contracts; provided, in the case of any Desired 365 Contract that is governed by a master agreement, master services agreement or similar Contract that sets out standard terms and conditions for the applicable transactions ("*Master Agreements*"), no term or provision of such Master Agreement shall be assigned or otherwise transferred to Buyer except to the extent such term or provision is applicable to the Facilities or the Acquired Business to which such Desired 365 Contract relates;

(iv) except as and to the extent relating to any Retained Assets or Retained Liabilities:

(A) any insurance proceeds payable pursuant to claims made under insurance Contracts (other than with respect to directors and officers liability insurance) with respect to matters arising prior to the Effective Time solely to the extent that such claim relates to the repair or replacement of damaged or destroyed property that constitutes the Transferred Assets, as of the Effective Time, such proceeds have not been paid to repair or replace such damaged or destroyed property; and

(B) all rights in and under all express or implied guarantees, warranties (including manufacturers' warranties), representations, covenants, indemnities and similar rights in favor of the Sellers with respect to the Transferred Assets;

(v) all equipment (including medical equipment and instruments), furniture, furnishings, computer hardware, communication equipment, supplies, fixtures, leasehold interests, materials, Inventory and other tangible personal property of any kind or type that is owned by the Operating Sellers and used in the Acquired Business and located at or within any Facility included in the Selected Asset Package(s);

(vi) to the extent legally assignable, all of the IP Seller's Owned Intellectual Property Rights and the goodwill associated herewith, but excluding the Retained Seller Mark;

(vii) all books and records of the Sellers, wherever located, solely to the extent relating to the Transferred Assets, including the following: sales and service records, books of account, invoices, inventory records, accounting records, Tax Returns with respect to the Transferred Assets, environmental records and studies, maintenance records, cost and pricing information, supplier lists, business plans, catalogues, quality control records and manuals, blueprints, research and development files, patent and trademark files; *provided, however*, that to the extent the Transferred Assets may include or be integrated with books and records relating to Assets not included in the

Selected Asset Package(s), the Sellers, and its Representatives, shall retain, and any Third Party Purchaser of other Assets and its Representatives shall have, reasonable access to and the right to copy portions of such books and records relating to Retained Assets or Retained Liabilities, the Sellers' rights under the Transaction Documents or that are reasonably required with respect to any audit, investigation or inquiry of any Governmental Authority including Taxing Authorities with respect to periods prior to the Closing; *provided further, however*, the Sellers and/or any Person authorized to act on behalf of the Sellers or their bankruptcy estates or to whom Retained Assets are transferred or assigned pursuant to the Bankruptcy Code or the Bankruptcy Rules (including without limitation a trustee, creditors' committee, or liquidating trust (collectively, an "**Authorized Person**")), shall have the right to access and copy any and all books and records of the Sellers as such Authorized Person, in its discretion, deems necessary to enable such Authorized Person to take any and all actions in connection with the Retained Assets as such Authorized Person is entitled and/or required to take under the Bankruptcy Code or the Bankruptcy Rules, including without limitation analyzing, evaluating, litigating, and compromising the Avoidance Actions, subject to any requirements or limitations imposed by the Patient Privacy Requirements;

(viii) to the extent legally assignable, all Licenses and Permits, relating to the ownership or operation of the Transferred Assets in a manner consistent with the recent operation of the Acquired Business;

(ix) all prepaid claims, prepaid expense items and deferred charges, credits, advance payments, security and other deposits (other than for insurance and utilities) made by the Sellers to any other Person relating to the Transferred Assets, in each case other than to the extent exclusively relating to the Retained Liabilities or Retained Assets;

(x) all Owned Real Property and all rights in respect of all Leased Real Property, including all of the Real Property Leases;

(xi) all third party indemnities related to the Transferred Assets where any Seller is an indemnified party and the proceeds afforded thereby, in each case other than to the extent exclusively relating to the Retained Liabilities or Retained Assets; and

(xii) solely to the extent related to the Acquired Business (as stated in Section 2.01(a) above), all claims, rights, defenses, offsets, recoupments, causes of action, credits, immunities or rights of set-off against Buyers and/or Third Parties arising prior to the Effective Time. For the sake of clarity and the avoidance of any doubt, this provision is subject to Section 2.02 below and expressly excludes the Retained Assets.

(b) Except for Specifically Assumed Liabilities, all Transferred Assets shall be conveyed free and clear of all Liens (other than Permitted Liens), Claims, and Interests to the maximum extent allowed by Section 363(f) of the Bankruptcy Code. Prior to the hearing to approve the Sale Order, Buyers may elect to designate any Transferred Asset as a Retained Asset by written notice to the Seller; *provided, however*, that any such designations by Buyers shall have no effect on Specifically Assumed Liabilities.

(c) *For purposes of clarification and notwithstanding any other provision hereof, except for any Retained Liabilities as set forth in Section 2.04 below, (i) any Operating Seller not operating a Facility included in the Selected Asset Package(s) shall have no obligations under this Agreement, including with respect to any representation, warranty or covenant set forth in Article 3, Article 5 or Article 7 hereof, and shall not be deemed an Operating Seller for any purposes hereof and (ii) any Real Property Seller not owning any Owned Real Property included in the Selected Asset Package(s) shall have no obligations under this Agreement, including with respect to any representation, warranty or covenant set forth in Article 3, Article 5 or Article 7 hereof, and shall not be deemed an Owned Real Property Seller for any purposes hereof.*

**Section 2.02 Retained Assets.** Notwithstanding the foregoing, Buyers shall not acquire, and the Sellers shall retain, all other assets not included as a Transferred Asset or which are not solely related to the Acquired Business as described in the Selected Asset Package, including the following assets (the “*Retained Assets*”):

(a) all Accounts Receivable other than those described in Section 2.01(a)(i).

(b) all cash and cash equivalents, including bank accounts, Cash Deposits and payments in transit other than those described in Section 2.01(a)(ix);

(c) any Assets not included in the Transferred Assets and all of the Sellers’ rights under any purchase agreement or related transaction document entered into by Sellers with respect to any such excluded assets;

(d) the equity ownership of any Seller’s Subsidiary, including the business of any such Subsidiary that is not a Seller;

(e) all intercompany receivables and other rights to receive payment from Seller Parent or any of its Affiliates (including the Sellers);

(f) all insurance Contracts (including with respect to directors and officers liability insurance) and all rights, claims and proceeds payable thereunder, including deposits, rights to discounts, credits and refunds arising from such insurance Contracts, except to the extent constituting Transferred Assets pursuant to Section 2.01(a)(iii)(A);

(g) all claims, rights, defenses, offsets, recoupments, causes of action, credits, immunities or rights of set-off of the Sellers against Third Parties, including, without limitation, the Sellers’ former or current officers, directors, managers, members,

unitholders, physicians, pharmacists and other independent contractors arising prior to the Effective Time;

(h) the Organizational Documents of the Sellers and their respective, minute books, stock and ownership records and corporate seals and all other documents and records relating to the organization, maintenance, existence and federal income taxation of the Sellers or their partners;

(i) all Tax Assets, Tax deposits (including funds held by the Sellers in respect of Withholding Taxes or estimated income taxes) and Tax Refunds (except real estate Taxes, if any, being held by the landlords or lenders pertaining to the Facilities included in the Selected Asset Package(s));

(j) all deposits for utilities;

(k) all business and financial records, books, ledgers, files, plans, documents, correspondence, lists, and reports that relate solely to Retained Assets or Retained Liabilities;

(l) all rights, claims, causes of action and recoveries of Sellers under Sections 506(c), 510, 542, 543, 544, 545, 547, 548, 549, 550, 551, 552(b), 553 or 724 of the Bankruptcy Code (collectively, “*Avoidance Actions*”) and all proceeds thereof;

(m) all ERISA Plans and assets maintained pursuant or in connection therewith;

(n) all rights, claims, rebates, discounts, credits and professional retainers incurred in connection with the Bankruptcy Cases;

(o) any executory Contracts or unexpired leases, other than the Real Property Leases (“*Excluded Contracts and Leases*”), that are not assumed and assigned to Buyers pursuant to this Agreement, or that are otherwise terminated on or before the Effective Time;

(p) the Retained Seller Mark

(q) all of the Sellers’ rights under the Transaction Documents, including the right to receive the Purchase Price; and

(r) any other assets of the Sellers not solely related to operation of the Acquired Business, including any assets related to the operation of any emergency centers (other than the Facilities included in the Selected Asset Package(s)) that are operated by Affiliates of Seller Parent and any assets of any emergency centers (other than the Facilities included in the Selected Asset Package(s)) that were formerly operated by Affiliates of Seller Parent and which are non-operated as of the Execution Date.

**Section 2.03 Assumption of Liabilities.** OpCo Buyer shall assume, on the terms and subject to the conditions set forth herein, at the Closing and as of the Effective Time, only the

following Liabilities of the Sellers and solely to the extent such Liabilities relate to the Transferred Assets and the Acquired Business as described in the Selected Asset Package (collectively, the “*Specifically Assumed Liabilities*”), and no others:

(a) As to the Houston Asset Package, and solely to the extent related to the Facilities, Transferred Assets and Acquired Business expressly included therein, only the following Liabilities and no others:

(i) all Liabilities arising after the Effective Time under the Desired 365 Contracts identified in the Houston Asset Package;

(ii) Liabilities up to a maximum total amount of One Million Two Hundred Thousand (\$1,200,000) relating to (w) Cure Costs for Desired 365 Contracts, (x) Post-Petition Accounts Payable of the Operating Sellers; (y) PTO Obligations relating to Facility employees, and (z) Post-Petition Accrued Expenses (excluding except as specified in (y) immediately above or in Section 6.02) any Liabilities for payroll expenses, and any Liabilities for ERISA Plans of the Corporate and Shared Services Sellers);

(iii) all Liabilities incurred after the Effective Time for providing COBRA-continuation coverage under Buyer’s group health plan with respect to any Employees and their dependents; and

(iv) all Liabilities of the Sellers relating to the ownership or operation of the Acquired Business and the Transferred Assets arising after the Effective Time;

(b) As to the Non-Houston Asset Package (only if included in the Selected Asset Package(s) under Section 2.01(a)), and solely to the extent related to the Facilities, Transferred Assets and Acquired Business expressly included therein, only the following Liabilities and no others:

(i) All Liabilities for Cure Costs for Desired 365 Contracts as shown on Schedule 2.01(a)(2) [**Note**: Subject to discussion following review of the Final Cure Costs prepared and provided by Seller on Schedule 2.01(a)(2)];

(ii) All Liabilities arising after the Effective Time under the Desired 365 Contracts identified in the Non-Houston Asset Package but only to the extent that such obligations are not supposed to be performed prior to the Effective Time (and expressly excluding any obligation arising out of or relating to a breach that occurred prior to the Effective Time or for amounts owing by the Sellers prior to Effective Time); and

(iii) All liabilities incurred in providing COBRA-continuation coverage under the Buyer’s group health plan as set forth in Section 6.02(d).

**Section 2.04 Retained Liabilities.** Except for the Specifically Assumed Liabilities, Buyers are not assuming, shall not assume, and shall not be responsible for, and the Sellers



expressly retain: (a) all Liabilities of the Sellers related to the Retained Assets, whether such Liabilities arise before or after the Effective Time; (b) any Liabilities of Sellers owing to Seller Parent or any of its Affiliates (including the Sellers) and (c) all other Liabilities of the Sellers whatsoever associated with the Transferred Assets, the Acquired Business or with any other properties, rights, contracts, or other assets of the Sellers, whether presently in existence or arising hereafter, known or unknown, disputed or undisputed, contingent or non-contingent, liquidated or unliquidated, or otherwise (clauses (a), (b) and (c) collectively, the “**Retained Liabilities**”).

**Section 2.05 Good Faith Deposit; Escrow.**

(a) Pursuant to the Bid Procedures, Buyers have deposited with the Seller Parent the amount of FOUR MILLION, SIX HUNDRED SEVENTY THOUSAND AND NO DOLLARS (\$4,670,000.00) as a good faith deposit (the “**Deposit**”). The Deposit shall be held in an interest-bearing account. The Sellers acknowledge and agree that the Deposit shall not be an asset of the Debtors’ bankruptcy estates. Upon the Closing in accordance with the terms of this Agreement and the Transaction Documents, the Deposit (together with all interest earned thereon) will be applied against the Purchase Price in the manner provided in Section 2.06(b).

(b) If this Agreement is terminated pursuant to Section 9.01, the Seller Parent shall return the Deposit (together with all interest earned thereon) to Buyers as a non-completion fee in accordance with Section 9.02(b) and Section 9.02(c).

(c) The Deposit (including any interest earned thereon) shall not be disbursed except in accordance with Section 2.05(a) or Section 2.05(b).

**Section 2.06 Purchase Price.**

(a) In consideration of the transfer of the Transferred Assets and in addition to assuming the Specifically Assumed Liabilities as provided above, Buyers agree to pay or cause to be paid to the Sellers the purchase price for the Selected Asset Package in the amount of (the “**Purchase Price**”): (i) for the Houston Asset Package the amount of FORTY SIX MILLION, NINE HUNDRED THOUSAND DOLLARS (\$46,900,000.00), or (ii) for the Houston Asset Package and the Non-Houston Asset Package the amount of SEVENTY ONE MILLION SEVEN HUNDRED THOUSAND AND NO DOLLARS (\$71,700,000.00.)

(b) At the Closing, Buyers will pay or cause to be paid by wire transfer of immediately available funds to the Escrow Agent (to be disbursed by Escrow Agent to the Sellers), an amount equal to the following without setoff, recoupment or other reduction:

- (i) the Purchase Price; *minus*
- (ii) the Deposit (together with all interest earned thereon).

**Section 2.07 Bankruptcy Court Orders.** The Transferred Assets shall be conveyed by the Debtors free and clear of all Liens, Claims and Interests, other than Permitted Liens, to the maximum extent allowed by Section 363(f) of the Bankruptcy Code and in accordance with the final Sale Order entered by the Bankruptcy Court. Accordingly, the Sellers obligation to consummate the transactions set forth in this Agreement (including the sale, conveyance, transfer, assignment and delivery to Buyers of the Transferred Assets) on the Closing Date will be subject to the entry of a Sale Order, which shall be a Final Order, by the Bankruptcy Court. Further, for purposes of clarification, with respect to the representations made by the Debtors on the Closing Date in Article 3, all references to “Seller” or the “Sellers” shall be (i) deemed to refer to the “Debtor” or the “Debtors,” respectively.

**Section 2.08 Closing; Closing Deliveries.**

(a) The closing of the Transactions (the “*Closing*”) shall take place at the offices of the Escrow Agent, 1900 West Loop South, Suite 200, Houston, Texas 77027 commencing at 10:00 a.m. on the date that is the later to occur of (i) three (3) Business Days following the satisfaction or written waiver of the conditions of Closing set forth in Article 8 hereof (other than those conditions which by their terms are not to be satisfied until the Closing, but subject to the waiver or fulfillment of those conditions), and (ii) ninety (90) days after the date Buyer receives notice of either a Houston or a Houston and Non-Houston Acquisition Triggering Event (the “*End Date*”), or such other date or location as the Parties may mutually determine. The Closing and all documentation delivered at Closing shall be effective as of the Effective Time.

(b) At the Closing, unless waived by the Sellers, Buyers shall deliver, or execute and deliver, as applicable, to the Sellers:

(i) the Bill of Sale, duly executed by OpCo Buyer;

(ii) the Purchase Price in the manner provided in Section 2.06(b);

(iii) the certificate required to be delivered by Buyers under Section 8.03(c), duly executed by Buyers;

(iv) all other Transaction Documents, and such other documents, certificates, instruments or writings reasonably requested by Sellers in connection herewith; and

(v) all applicable sales/use Tax resale certificates and sale-for-lease exemption certificates dated on or before the Closing Date from Buyers certifying the exempt, excluded, or otherwise nontaxable nature of the transfer of all Inventory included among the Transferred Assets for sales/use Tax purposes.

(c) At the Closing, unless waived by Buyers, the Sellers shall deliver or cause to be delivered, or execute and deliver, as applicable, to Buyers:

(i) the Bill of Sale, duly executed by the Sellers;



(ii) a Special Warranty Deed, duly executed by the Owned Real Property Sellers, transferring the Owned Real Property included in the Selected Asset Package to the Realty Buyer;

(iii) the certificate required to be delivered by the Sellers under Section 8.02(c), duly executed by the Sellers;

(iv) affidavits meeting the requirements of Treasury Regulation § 1.1445-2(b)(2), duly executed by the Sellers;

(v) a properly completed Texas Comptroller of Public Accounts Form 01-917, Statement of Occasional Sale, in the aggregate covering the conveyances of the Transferred Assets by Sellers to Buyers hereunder;

(vi) a certified copy of the Sale Order, which order shall be a Final Order;

(vii) all other Transaction Documents and such other documents, certificates, instruments or writings reasonably requested by Buyers in connection herewith; and

(viii) a lease agreement between InvestCorp Group Ltd. (“Landlord”) and OpCo Buyer on terms reasonably acceptable to OpCo Buyer, providing for OpCo Buyer’s lease of up to 10,000 square feet of office space on the third floor of 10800 Richmond Avenue, Houston, Texas 77042 (such location, the “Headquarters” and such space the “Desired Headquarters Space”), duly executed by the Landlord; provided however, in the event Buyers notify Sellers pursuant to Section 5.03(e) that they do not intend to enter into a lease agreement for the Desired Headquarters Space, Sellers shall provide Buyers access to and use of the Desired Headquarters Space, rent-free and for transitional purposes and for all purposes in operating the Acquired Business for a period of up to six weeks (6) following the Closing Date.

**Section 2.09 Allocation of Purchase Price.** The Sellers and Buyers agree that the Transactions will be treated as an asset acquisition for tax purposes. Within thirty (30) calendar days after the Closing Date, Buyers shall prepare and provide a proposed allocation of the Purchase Price among the Transferred Assets (the “***Purchase Price Allocation***”) to the Sellers. Such proposed Purchase Price Allocation shall be in accordance with Section 1060 of the Code and final and binding on the Parties unless, within thirty (30) calendar days after Buyers provide such proposed Purchase Price Allocation, the Sellers notify Buyers of their disagreement with any item in such proposed allocation. In the event of such notification, the Sellers and Buyers shall negotiate in good faith to resolve such dispute; *provided, however*, that if the Sellers and Buyers cannot resolve such dispute within thirty (30) calendar days then they shall be entitled to file separate allocations. Any allocation of the Final Purchase Price agreed to pursuant to this section shall be binding on Buyers and the Sellers for all Tax reporting purposes except that neither Party shall be unreasonably impeded in its ability and discretion to negotiate, compromise and/or settle any Tax audit, claim, or similar proceedings. The Purchase Price

Allocation shall be for tax purposes only, and the Purchase Price Allocation shall not have any effect on any other distribution or disbursement of monies to secured or unsecured creditors in any of the Bankruptcy Cases, if applicable.

**Section 2.10 Taxes.**

(a) Transfer Taxes. All federal, state and local transfer Taxes, including all state and local Taxes in connection with the transfer of the Transferred Assets, and all recording and filing fees (collectively, “**Transaction Taxes**”) that may be imposed by reason of the sale, transfer, assignment and delivery of the Transferred Assets, and are not exempt under Section 1146(a) of the Bankruptcy Code shall be borne one hundred percent (100%) by Sellers. Transaction Taxes do not include any Tax in the nature of an income tax, including any capital gains, franchise, excise, inheritance, estate, succession, or gift taxes. The Sellers and Buyers shall cooperate to minimize any such Transaction Taxes and to determine appropriate taxing authorities and amount of Transaction Taxes, if any, payable in connection with the Transactions. The Sellers shall assist Buyers reasonably in the preparation and filing of any and all required returns for or with respect to such Transaction Taxes with any and all appropriate taxing authorities.

(b) Straddle Periods. In the case of any Straddle Period, the amount of any real or personal property, ad valorem or similar Taxes of any Seller with respect to the Transferred Assets (the “**Property Taxes**”) allocated to a the Pre-Closing Tax Period shall be the amount of such Property Taxes for the entire Straddle Period, multiplied by a fraction, the numerator of which is the number of days in the Straddle Period through and including the Closing Date, and the denominator of which is the number of days in such Straddle Period. Any Property Taxes for any Straddle Period not allocated to a Pre-Closing Tax Period shall be allocable to the Post-Closing Tax Period. Sellers shall be responsible for, pay, and indemnify Buyers in respect of, any Property Taxes that are allocated to the Pre-Closing Tax Period, and Buyers shall be responsible for, pay, and indemnify Sellers in respect of, any Property Taxes allocable to the Post-Closing Tax Period.

(c) Cooperation. Buyers and Sellers agree to furnish or cause to be furnished to each other, upon request, as promptly as practicable, such information and assistance relating to the Transferred Assets (including access to books and records and Tax Returns and related working papers dated before Closing) as is reasonably necessary for the filing of all Tax Returns, the making of any election relating to Taxes, the preparation for any audit by any taxing authority, the prosecution or defense of any Claims, suit or proceeding relating to any Tax, and the claiming by Buyers of any federal, state or local business tax credits or incentives that Buyers may qualify for in any of the jurisdictions in which any of the Transferred Assets are located; provided, however, that neither Buyers nor any Seller shall be required to disclose the contents of its income Tax Returns to any Person other than the Parties. Any expenses incurred in furnishing such information or assistance pursuant to this Section 2.10(c) shall be borne by the Party requesting it.

**Section 2.11 Title Reports, Surveys and other Owned Real Property Information.**

Prior to the Execution Date, the Owned Real Property Sellers have provided to Buyers the following with respect to the Owned Real Property:

- (a) title reports with respect to each parcel of Owned Real Property prepared as of a recent date prior to the Execution Date;
- (b) existing surveys, if in the possession of the Owned Real Property Sellers, with respect to each parcel of Owned Real Property;
- (c) a copy of property Tax statements for the Owned Real Property for the most recent two (2) tax years; and
- (d) if in the possession of the Owned Real Property Sellers, a copy of all maps, plats, easements, utility information and agreements, permits, licenses, certificates of occupancy, zoning letters, soil reports and tests, correspondence with or from all Governmental Authorities with authority over the Owned Real Property, environmental site assessments and studies, engineering reports, hazardous material reports, appraisal reports, and other similar matters relating to the Property.

**ARTICLE 3  
REPRESENTATIONS AND WARRANTIES OF THE SELLERS**

The Sellers represent and warrant to Buyers as of the Execution Date, and the Debtors represent and warrant to Buyers as of the Closing Date, as follows.

**Section 3.01 Corporate Existence and Power.** The Sellers are duly organized and existing under the laws of their jurisdiction of organization.

**Section 3.02 Authorization.** On the Execution Date, the execution, delivery and performance by the Sellers of this Agreement and the other Transaction Documents dated the Execution Date to which the Sellers are a party and the consummation of the Transactions have been duly authorized by all necessary action on the part of the Sellers. As of the Closing Date, subject to the entry of the Sale Order by the Bankruptcy Court, this Agreement and each other Transaction Document to which the Debtors will be a party on the Closing Date (assuming in each case due authorization, execution and delivery thereof by the other parties thereto) constitute valid and binding agreements of the Debtors, enforceable against the Debtors in accordance with their terms (subject to applicable bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium and other laws affecting creditors' rights generally and general principles of equity).

**Section 3.03 Governmental Authorization.** The execution, delivery and performance by the Sellers of this Agreement and each other Transaction Document to which they are or will be parties and the consummation by the Sellers of the Transactions require no action by or in respect of, or filing with or notification to, any Governmental Authority other than, subject to the filing of appropriate pleadings and notices with the Bankruptcy Court, the entry of the Bidding Procedures Order and the Sale Order by the Bankruptcy Court, the approval of this Agreement by the Bankruptcy Court and as specifically provided in this Agreement.

**Section 3.04 Title to Transferred Assets.** As of the Closing Date, subject to the entry of the Sale Order by the Bankruptcy Court, the Debtors shall deliver to Buyers (i) good and marketable title to all of the Transferred Assets (other than Owned Real Property and the Leased Real Property), (ii) a valid leasehold interest in the Leased Real Property included in the Transferred Assets, and (iii) good and indefeasible title to the Owned Real Property included in the Transferred Assets, in each case free and clear of all Liens (other than Permitted Liens), Claims and Interests to the maximum extent permitted by Section 363(f) of the Bankruptcy Code, other than Specifically Assumed Liabilities.

**Section 3.05 Brokerage Fees.** Except as set forth on Schedule 3.05, there is no investment banker, broker, finder or other intermediary which has been retained by or is authorized to act on behalf of the Sellers or the Debtors which is or will be entitled to any fee, commission or other compensation in connection with the Transactions.

**Section 3.06 365 Contracts.** Schedule 3.06 contains a correct and complete list of all 365 Contracts that are material to the operation of the Acquired Business. The Sellers have made available to Buyers true, correct and complete copies of each such 365 Contract. Except for those 365 Contracts indicated by an asterisk on Schedule 3.06, none of the Sellers is the licensor of any intellectual property, including any trademarks or any other property that could be the subject of an election under Section 365(n) of the Bankruptcy Code.

**Section 3.07 Taxes.**

(a) All material Tax Returns required to have been filed by or with respect to the Sellers have been filed (taking into account any extension of time to file granted or obtained) and such Tax Returns are true, correct and complete in all material respects;

(b) Except as set forth on Schedule 3.07(b), all material Taxes required to have been paid by or with respect to the Sellers have been paid, other than Taxes of the Sellers the payment of which is prohibited or stayed by the Bankruptcy Code;

(c) There are no Liens with respect to Taxes on any of the Transferred Assets of the Sellers, other than such Liens that will be released upon entry of the Sale Order, as applicable; and

(d) The Sellers have not received any written notice of any pending or threatened assessment of Taxes, or any audits, examinations, investigations, or other proceedings in respect of Taxes or Tax Returns of the Sellers.

**Section 3.08 Transactions with Affiliates.** Schedule 3.08 sets forth a complete and correct list of all transactions to or by which the Sellers, on the one hand, and any Affiliate of the Sellers, on the other hand, are a party or are otherwise bound or subject, and by which any of the Transferred Assets are bound or subject.

**Section 3.09 Compliance with Laws.** The Sellers are in compliance in all respects with the requirements of Applicable Laws (other than Healthcare Laws, as to which the Sellers' sole representations and warranties are set forth in Section 3.10, and

Environmental Laws, as to which the Sellers' sole representations and warranties are set forth in Section 3.14), except (a) for matters of non-compliance that would not reasonably be expected to have a Sellers Material Adverse Effect, (b) instances in which such requirement of Applicable Law is being contested in good faith by appropriate proceedings diligently conducted, or (c) where compliance with such Applicable Law is excused or stayed by the Bankruptcy Code or by order of the Bankruptcy Court.

**Section 3.10 Healthcare Laws.**

(a) The Sellers are currently in material compliance with all applicable Healthcare Laws. No Seller has received notice from any Governmental Authority of any pending or threatened Proceeding, or any circumstances or facts which could give rise thereto, involving the Sellers, their assets or any physician employed or engaged by the Sellers with respect to any applicable Healthcare Law.

(b) Each Seller is in possession of all Permits, notices or other authorizations necessary or required under any Healthcare Law for such Seller to own, lease and operate its properties and to carry on the Acquired Business and activities as currently conducted, except as would not, individually or in the aggregate, reasonably be expected to result in a Sellers Material Adverse Effect. To Sellers' Knowledge, each Permit that is held by a Seller is valid and in full force and effect, and no revocation, withdrawal, rescission, suspension, modification, termination or cancellation of any such Permit is pending or threatened.

**Section 3.11 Legal Proceedings.** Except (a) as set forth on Schedule 3.11, (b) for the Bankruptcy Cases and (c) for any matters that otherwise will not be resolved by the Sale Order without any Liability or restriction applicable to (or adverse effect on) Buyers or the Transferred Assets, there is no Proceeding of any nature pending or, to any Seller's Knowledge, threatened against or by such Seller (i) relating to or affecting the Transferred Assets or the Specifically Assumed Liabilities, (ii) if determined or resolved adversely in accordance with the plaintiff's demands, would reasonably be expected to have, individually or in the aggregate, a Sellers Material Adverse Effect, (iii) in any manner challenges or seeks to prevent, enjoin, alter or materially delay the Transactions, or (iv) affects the execution and delivery by the Sellers of this Agreement and the other Transaction Documents to which the Sellers are or will be a party.

**Section 3.12 Absence of Restrictions and Conflicts.** The execution, delivery and performance by the Sellers of this Agreement and the other Transaction Documents to which the Sellers are or will be a party and the consummation by the Sellers of the Transactions do not and will not (a) contravene, conflict with, or result in any violation or breach of any provision of the Sellers' Organizational Documents, (b) assuming compliance with the matters referred to in Section 3.03, contravene, conflict with or result in a violation or breach of any provision of any Applicable Law, or (c) assuming compliance with the matters referred to in Section 3.03, require any consent or other action by any Person under, constitute a default, or an event that, with or without notice or lapse of time or both, would constitute a default, under, or cause or permit the termination, cancellation, acceleration or other change of any right or obligation or the loss of any benefit to which the Sellers are entitled under any provision of any Contract binding upon the Sellers or by which the Transferred Assets may be bound or any Permit affecting, or relating

in any way to, the Sellers, the Transferred Assets or the Acquired Business, with only such exceptions, in the case of each of clauses (b) or (c), as has not had and would not reasonably be expected to result in, a Seller Material Adverse Effect.

**Section 3.13 Intellectual Property.**

(a) The Sellers own, or have the licenses or rights to use, all Intellectual Property Rights that are necessary to operate the Acquired Business as currently conducted, including with respect to the Trade Name, except where the failure to so own, or to have any such license or right, would not reasonably be expected to result in a Seller Material Adverse Effect.

(b) The IP Seller has not received from any Third Party a claim in writing that the IP Seller is infringing in any material respect the Intellectual Property Rights of such Third Party, except for the Retained Seller Mark.

**Section 3.14 Environmental.**

(a) To the Sellers' Knowledge, the Acquired Business has been conducted in compliance with all applicable Environmental Laws, except for such noncompliance as would not, individually or in the aggregate, reasonably be expected to result in a Sellers Material Adverse Effect.

(b) No Seller has received any written notice or demand letter from any Governmental Authority or Third Party, indicating that such Seller is in violation of, or liable under, any Environmental Law, which violation or liability has not heretofore been resolved with such Governmental Authority or Third Party and which violation or liability would reasonably be expected to result, individually or in the aggregate, in a Sellers Material Adverse Effect.

(c) (i) No Seller has owned, leased or operated a site that pursuant to CERCLA or any similar state or foreign Law, has been placed or is proposed to be placed by any Governmental Authority on the "National Priorities List" or similar state or foreign list, as in effect as of the Closing Date, and (ii) except as would not reasonably be expected to result in a Sellers Material Adverse Effect, no Seller has been identified by any Governmental Authority as a potentially responsible party under CERCLA or any analogous state Law with respect to any site, and no Hazardous Materials generated, transported or disposed of by or on behalf of any Seller have been found at any site where a Person has made written demand on any Seller to conduct or pay for a remedial investigation, removal or other response action pursuant to any applicable Environmental Law.

**Section 3.15 Real Property.**

(a) Schedule 3.15(a) sets forth a correct and complete legal description of the Owned Real Property together with the owner thereof. Upon entry of the Sale Order by the Bankruptcy Court, the applicable Debtor, as listed on Schedule 3.15(a), will have



good and indefeasible fee simple title to the Owned Real Property shown on Schedule 3.15(a) and included in the Transferred Assets, subject only to Permitted Liens.

(b) Schedule 3.15(b) sets forth a correct and complete legal description of the Leased Real Property. Upon entry of the Sale Order by the Bankruptcy Court, the applicable Debtor, as listed on Schedule 3.15(b), will have a valid leasehold interest in the Leased Real Property shown on Schedule 3.15(b) and included in the Transferred Assets, and the leases granting such interests will be in full force and effect.

(c) No portion of the Seller Real Property, or any building or improvement located thereon, violates any Applicable Law, including those Applicable Laws relating to zoning, building, land use, environmental, health and safety, fire, air, sanitation and noise control, except as set forth on Schedule 3.15(c) and for such violations as would not reasonably be expected to result in a Sellers Material Adverse Effect. Except as set forth on Schedule 3.15(c) and for the Permitted Liens and Liens that will be released at or prior to the Closing, no Seller Real Property is subject to (i) any decree or order of any Governmental Authority (or, to the Sellers' Knowledge, threatened or proposed order) or (ii) any rights or way, building use restrictions, exceptions, variances, reservations or limitations or any nature whatsoever.

(d) The Owned Real Property Sellers now have good and indefeasible fee simple title to the Owned Real Property, and no other party has any rights in, or to acquire, the Owned Real Property. To the Sellers' Knowledge, there are no private land use restrictions (excluding any applicable zoning ordinances) affecting the Owned Real Property which prohibit the Owned Real Property from being used as an emergency room or emergency center.

(e) To the Sellers' Knowledge, there have been no assessments for public improvements which have been made against or which affect the Owned Real Property and which have not heretofore been completed, assessed and paid, and there have been no public improvements which have been planned or ordered to be made against or which affect the Owned Real Property. Except as set forth on Schedule 3.15(e), the Owned Real Property Sellers have not received any written notice of a proposed increase in the assessed value of the Owned Real Property or any Taxes or assessments affecting the Owned Real Property. To the Sellers' Knowledge, the Owned Real Property Sellers have not been receiving any special Tax treatment for the Owned Real Property or any special use or reduced valuation for the Owned Real Property or any special use or reduced valuation for the Owned Real Property.

(f) Except as set forth on Schedule 3.15(f), there are no suits, actions or proceedings (including any proposed zoning changes or condemnation proceedings) pending or, to the Sellers' Knowledge, threatened that affect the Owned Real Property.

(g) Except as set forth on Schedule 3.15(g), the Owned Real Property Sellers have received no written notices of any claims, demands, litigation, proceedings or governmental investigations, pending or threatened, against or related to the Owned Real Property or which could affect the Owned Real Property Sellers' interest in the Owned Real

Property or the Owned Real Property Sellers' ability to perform its obligations under the Contract concerning the Owned Real Property.

(h) To the Sellers' Knowledge, there are not now, nor have there ever been, any underground or leaking tanks, including associated piping, on, under or at the Owned Real Property. Except as set forth on Schedule 3.15(h), neither the Owned Real Property Sellers, the Operating Sellers, nor any agent, employee or representative thereof, have caused or permitted materials to be disposed of on, under or at the Owned Real Property, which materials, if known to be present, would require cleanup, removal or some other remedial action under any Environmental Law. Except as set forth on Schedule 3.15(h), the Owned Real Property Sellers have not received written notice of any violation of any Environmental Law on the Owned Real Property which may directly or indirectly affect the Owned Real Property. To the Sellers' Knowledge, no Hazardous Materials have been released or discharged onto the Owned Real Property by the Owned Real Property Sellers or the Operating Sellers or at the Owned Real Property Sellers' and the Operating Sellers' direction, or to the Sellers' Knowledge, by any other Person.

(i) On the date of the Closing, the Owned Real Property shall be free of any lease or other right of possession or claim of right of possession by any person or entity other than Realty Buyer.

**Section 3.16 Employment and Labor.**

(a) On or prior to the Execution Date, the Sellers provided OpCo Buyer with a complete and accurate list of all Employees of each Acquired Business as of the Execution Date (the "*Sellers' Transferred Employee List*"), which list shall be updated prior to the Closing in accordance with Section 6.02.

(b) The Sellers are not a party to, bound by, any collective bargaining or other agreement with a labor organization representing any of the Employees. Since the date of their respective formation, there has not been, nor, to the Sellers' Knowledge, has there been any threat of, any strike, slowdown, work stoppage, lockout, concerted refusal to work overtime or other similar labor activity or dispute affecting any Seller or any of the Employees.

**Section 3.17 No Other Representations or Warranties.** Except for the representations and warranties contained in this Article 3 (as modified by the Schedules hereto), none of the Sellers or any other Person makes any express or implied representation or warranty with respect to the Sellers, the Acquired Business, the Transferred Assets, the Specifically Assumed Liabilities or the Transactions, and each Seller disclaims any other representations and warranties, whether made by any Seller, any Affiliate of the Sellers or any of their respective Representatives. Except for the representations and warranties contained in this Article 3 (as modified by the Schedules hereto), the Sellers expressly disclaim and negate any representation or warranty, expressed or implied, at common law, by statute, or otherwise, relating to the condition of the Transferred Assets or the Specifically Assumed Liabilities (including any implied or express warranty of merchantability or fitness for a particular purpose).



**Section 3.18 Financial Statements and Information.** Sellers have delivered to Buyer: (a) the consolidated audited balance sheet of Neighbors Global Holdings, LLC as of December 31, 2016, and the related statement of income for the year then ended, (b) with respect to each of the Operating Sellers, its unaudited balance sheet as of December 31, 2017 and its related unaudited income statement for the year then ended, and (c) with respect to each of the Operating Sellers, its unaudited balance sheet and related unaudited income statement as of and for the calendar year most recently ended and its related unaudited balance sheet and unaudited income statement for the interim period ending on the last day of the month prior to the month in which the Closing occurs (collectively, the “*Financial Statements*”). The Financial Statements are true, correct and complete in all material respects and fairly present in all material respects the financial condition, results of operations and cash flows of Sellers as of the respective dates thereof and for the periods referred to therein. The Financial Statements reflect the consistent application of accounting principles throughout the periods involved. The Financial Statements have been prepared from and are in accordance with the accounting records of Sellers.

**ARTICLE 4**  
**REPRESENTATIONS AND WARRANTIES OF BUYERS**

Buyers represent and warrant to the Sellers, as of the Execution Date and as of the Closing Date, that:

**Section 4.01 Corporate Existence and Power.** OpCo Buyer is a Texas limited liability company existing and in good standing under the laws of Texas and has full power and authority to carry on its business as now conducted. Realty Buyer is a Texas limited liability company existing and in good standing under the laws of Texas and has full power and authority to carry on its business as now conducted.

**Section 4.02 Authorization.** The execution, delivery and performance by each of the Buyers of this Agreement and the other Transaction Documents to which it is or will be a party and the consummation of the Transactions are within the powers of Buyers and have been duly authorized by all necessary action on the part of Buyers. Each of this Agreement and the other Transaction Documents to which any of the Buyers are party have been duly executed and delivered on behalf of Buyers, and (assuming in each case due authorization, execution and delivery thereof by the other parties thereto) constitutes a valid and binding agreement of Buyers, enforceable against Buyers in accordance with its terms (subject to applicable bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium and other laws affecting creditors’ rights generally and general principles of equity).

**Section 4.03 Governmental Authorization.** The execution, delivery and performance by Buyers of this Agreement and each other Transaction Document to which Buyers are or will be a party and the consummation by Buyers of the Transactions require no action by or in respect of, or filing with or notification to, any Governmental Authority other than the filing of appropriate pleadings and notices with the Bankruptcy Court, the entry of the Bidding Procedures Order and the Sale Order by the Bankruptcy Court, and the approval of this Agreement by the Bankruptcy Court or as specifically provided in this Agreement.

**Section 4.04 Healthcare Laws.** OpCo Buyer has the power and authority to consummate the Transactions, to assume and maintain all Permits included in the Transferred

Assets and to operate the Facilities included in the Selected Asset Package(s), all in accordance with all applicable Healthcare Laws. To OpCo Buyer's knowledge, there is no reason that any such Permit or filing, consent or approval of or by any Governmental Authority that is or will be necessary for the operation of the Facilities included in the Selected Asset Package(s) by OpCo Buyer following the closing will not be provided by or obtained from such Governmental Authority without material conditions.

**Section 4.05 Legal Proceedings.** As of the Execution Date, there is no Proceeding (or any basis therefor) pending against, or, to the knowledge of Buyers, threatened against or affecting Buyers, any present or former officer, director or employee of Buyers or any other Person for whom Buyers may be liable or any of its respective properties, that, (a) if determined or resolved adversely in accordance with the plaintiff's demands, would reasonably be expected to have, individually or in the aggregate, a Buyers Material Adverse Effect, (b) in any manner challenges or seeks to prevent, enjoin, alter or materially delay the Transactions, or (c) affects the execution and delivery by Buyers of this Agreement and the other Transaction Documents to which either Buyer is or will be a party.

**Section 4.06 Absence of Restrictions and Conflicts.** The execution, delivery and performance by Buyers of this Agreement and the other Transaction Documents to which any of the Buyers is or will be a party and the consummation by Buyers of the Transactions do not and will not (a) contravene, conflict with, or result in any violation or breach of any provision of the Buyers' Organizational Documents, (b) assuming compliance with the matters referred to in Section 4.03, contravene, conflict with or result in a violation or breach of any provision of any Applicable Law, or (c) assuming compliance with the matters referred to in Section 4.03, require any consent or other action by any Person under, constitute a default, or an event that, with or without notice or lapse of time or both, would constitute a default, under, or cause or permit the termination, cancellation, acceleration or other change of any right or obligation or the loss of any benefit to which Buyers are entitled under any provision of any Contract binding upon Buyers or by which its assets may be bound or any Permit affecting, or relating in any way to, Buyers or the assets or business of Buyers, with only such exceptions, in the case of each of clauses (b) and (c), as has not had and would not reasonably be expected to result in, a Buyers Material Adverse Effect.

**Section 4.07 Financing.** Buyers have, and will have at Closing, sufficient cash and available lines of credit and other sources of available funds to enable it to perform all of its obligations under this Agreement and the other Transaction Documents to which they will be a party, including to pay the Purchase Price in accordance with the terms of this Agreement.

**Section 4.08 Arm's Length.** This Agreement and each of the other Transaction Documents to which Buyers are party were negotiated, proposed and entered into between the Sellers and Buyers without collusion or fraud of any kind, in good faith and from arm's-length bargaining positions.

**Section 4.09 Finders' Fees.** There is no investment banker, broker, finder or other intermediary which has been or will be retained by or authorized to act on behalf of Buyers which is or will be entitled to any fee, commission or other compensation in connection with the Transactions.

**ARTICLE 5**  
**PRE-CLOSING COVENANTS OF THE PARTIES**

**Section 5.01 Conduct of the Acquired Business.** From the Execution Date until the Closing or, if earlier, the termination of this Agreement, except (i) as otherwise required or permitted by this Agreement or any of the other Transaction Documents, (ii) as required by any Contract listed on Schedule 3.06 and which has not been rejected prior to Closing, (iii) as required by any Applicable Law or any Governmental Authority or any requirements or limitations resulting from the Bankruptcy Cases or orders from the Bankruptcy Court, or (iv) as otherwise consented to in writing by Buyers (such consent not to be unreasonably withheld, conditioned or delayed), the Sellers agree that they shall:

(a) use commercially reasonable efforts to conduct the Acquired Business in a manner consistent with the recent operation of the Acquired Business prior to the Petition Date;

(b) use commercially reasonable efforts to maintain all of the tangible Transferred Assets in their current condition, reasonable wear and tear excepted;

(c) comply with Applicable Laws, except for matters of non-compliance as would not reasonably be expected to have a Sellers Material Adverse Effect;

(d) maintain their books and records in the usual, regular and ordinary manner;

(e) not merge or consolidate with or into any legal entity, dissolve, liquidate, or otherwise terminate its existence;

(f) not sell, lease, assign, transfer or otherwise dispose of any material assets or properties that would be Transferred Assets if retained by Sellers at the Effective Time, other than (i) Inventory and materials sold, consumed or otherwise disposed of in a manner consistent with the recent operation of the Acquired Business prior to the Petition Date and (ii) assets or properties that relate to or are used in the performance of shared services provided by any of the Sellers to any of the other Sellers or their Affiliates;

(g) not assume, assign, reject, terminate or materially amend any executory contract or unexpired lease that is a Desired 365 Contract;

(h) not fail to keep in full force and effect present insurance policies, binders, contracts, instruments or other comparable insurance benefiting the assets of the Sellers and the conduct of the Acquired Business;

(i) not enter into any agreement or execute an instrument that materially adversely affects title to the Owned Real Property without the prior review and approval of the Realty Buyer;

(j) not enter into, create, incur or assume any obligation, take any other action, or enter into any agreement with respect to any Transferred Assets or

Specifically Assumed Liabilities, in any case which are other than in a manner consistent with the recent operation of the Acquired Business prior to the Petition Date; and

(k) not commit or agree, whether in writing or otherwise, to take any action prohibited by this Section 5.01.

**Section 5.02 Bankruptcy Filings and Bidding Procedures.**

(a) At the Auction, Buyers were selected as the Backup Bidder only for (i) the Houston Asset Package and (ii) the combined Houston Asset Package and Non-Houston Asset Package. Accordingly, subject to all terms and conditions of this Agreement, upon the occurrence of a Houston Acquisition Triggering Event or a Houston and Non-Houston Acquisition Triggering Event, the Sellers shall promptly notify Buyers of any such Triggering Event(s) and may thereafter seek to consummate a sale to Buyers pursuant to this Agreement without further approval by the Bankruptcy Court, but subject to and in compliance with the Sale Order.

(b) The Sellers shall use best efforts to cause the hearing to approve the Sale Order to take place no later than September 7, 2018.

(c) The Sellers shall use reasonable efforts to (i) obtain entry of the Sale Order, and (ii) cause the Sale Order to become a Final Order prior to the End Date.

(d) If entry of the Bidding Procedures Order, the Sale Order or any other orders of the Bankruptcy Court relating to the Transactions shall be appealed or otherwise challenged by any party (including by petition for certiorari or motion for reconsideration, amendment, clarification, modification, vacation, stay, rehearing or reargument), the Sellers agree to diligently oppose such appeal, challenge, petition or motion and to use all commercially reasonable efforts to obtain an expedited resolution of any such appeal, petition or motion.

**Section 5.03 Assumption and Rejection of Executory Contracts and Leases.**

(a) Attached hereto as Schedule 5.03 is the list of the 365 Contracts (including all of the Real Property Leases) that, as of the Execution Date, Buyers desire to be assumed by the Sellers and assigned to Buyers (collectively, the “*Desired 365 Contracts*”), subject to the terms and conditions of this Agreement. Subject to the foregoing, promptly upon receipt of notice of the occurrence of the Houston Acquisition Triggering Event or the Houston and Non-Houston Acquisition Triggering Event, Buyers shall take all necessary action to effect the assumption by Sellers of any Desired 365 Contract and assignment to Buyers, or a designated Affiliate of Buyers, in accordance with the Bankruptcy Code at the Closing, such assumption to be effective as of the Effective Time.

(b) At the Closing, Buyers shall pay amounts due as to certain Specifically Assumed Liabilities pursuant to the terms of, and subject to the limitations, including the dollar limitations, set forth in, Section 2.03(a)(ii) and Section 2.03(b)(i), as applicable. At the Closing, except for any amounts paid by Buyers pursuant to Section

2.03(a)(ii) or Section 2.03(b)(i), Sellers shall pay all Cure Costs with respect to the Desired 365 Contracts. Buyers will provide evidence of adequate assurance (but not any guaranty of any obligations) of future performance of all of the Desired 365 Contracts so that all Desired 365 Contracts can be assumed by Buyers at the Closing in accordance with the provisions of Section 365 of the Bankruptcy Code and this Agreement; *provided*, however, that if Buyers are unable to provide evidence of adequate assurance of future performance as to any Desired 365 Contract, then Schedule 5.03 shall be deemed to be amended to remove any such Desired 365 Contract; *provided, further*, that failure to provide evidence of such adequate assurance shall not be deemed to give rise to a failure of any condition of Buyers to consummation the Closing under Article 8. In that regard, Buyers acknowledge and agree that Buyers may have to provide information regarding Buyers, as well as a financial commitment of performance by Buyers with respect to the Desired 365 Contracts from and after the Closing to demonstrate adequate assurance of the performance of the Desired 365 Contracts.

(c) The Sellers agree to provide to Buyers a copy of any motion, notice, application or other court document filed with, and any proposed orders submitted to, the Bankruptcy Court seeking authorization to assume or reject any Desired 365 Contract, enter into, amend or waive any provision of any Contract, other than as permitted under Section 5.01, in advance of filing (with a reasonable opportunity to review and comment on same) all of which must be, prior to filing, in form and substance reasonably satisfactory to Buyers in all material respects.

(d) Notwithstanding anything to the contrary contained in this Agreement, if the sale, conveyance, assignment or transfer, or attempted sale, conveyance, assignment or transfer, to Buyers of any License, Permit, certificate, approval, authorization, agreement, contract, lease, or other commitment included in the Transferred Assets ("***Non-Transferable Assets***") is determined by the Bankruptcy Court to be nonassignable without consent (other than of an Affiliate of Sellers, in which case such Seller covenants and agrees to cause such Affiliate to render such consent), the Closing shall proceed, but the Closing shall not constitute the sale, conveyance, assignment, transfer or delivery or assumption of any such Non-Transferable Asset, and this Agreement shall not constitute a sale, conveyance, assignment, transfer or delivery or assumption of any such Non-Transferable Asset, unless and until such consent is obtained; *provided, however*, the Sellers shall use commercially reasonable efforts to obtain any such consents related to the Non-Transferable Assets, and Buyers and Sellers shall reasonably cooperate with each other in any arrangement commercially reasonable to provide that Buyers shall receive the interest of the Sellers in the benefits under any such Non-Transferable Asset until such time as such consents shall have been obtained, and each of the Buyers and Sellers shall reasonably cooperate with the other party in any such commercially reasonable arrangement, including performance by the Sellers as agent if commercially reasonable to Buyers.

(e) By no later than fourteen (14) days following Buyer's receipt of a Houston Acquisition Triggering Event or a Houston and Non-Houston Acquisition Triggering Event, Buyers shall provide Sellers with Buyers' proposed terms (including rent and term) for their lease of the Desired Headquarters Space in sufficient detail so as to

enable Sellers to initiate discussions, on Buyers' behalf, with the Landlord regarding such proposed lease agreement. By no later than ten (10) Business Days prior to the Closing Date, Buyers shall provide Sellers with written notice as to whether they have finalized a definitive lease agreement with the Landlord with respect to the Desired Headquarters Space or, if no such lease agreement has been finalized, whether Buyers will require access to and use of the Desired Headquarters Space in accordance with the proviso set forth in Section 2.08(c)(viii) and the length of time for which such access and use shall be required (which shall not exceed six (6) weeks following the Closing Date).

**Section 5.04 Access to Information.**

(a) From the date of the Auction until the Closing and subject to Applicable Law (including Patient Privacy Requirements), the Sellers shall (a) give to Buyers and their Representatives reasonable access during normal business hours to the offices, properties, books and records of the Sellers (including Tax Returns and financial and business records with respect to the Transferred Assets), (b) provide to Buyers and their Representatives, on a confidential basis, copies of all information, documentation and reports (including Tax Returns and financial and other business records) of Sellers that are (i) reasonably requested by Buyers from time to time, or (ii) provided to the Consortium Buyers during such time period, (c) instruct their Representatives to cooperate with Buyers in its investigations; *provided, however*, that in no event shall any Person be obligated to provide any information the disclosure of which would cause the loss of any legal privilege available to any Person relating to such information or would cause any Person to breach a confidentiality obligation to which it is bound. Any investigation pursuant to this Section 5.04 shall be conducted in such manner as not to interfere unreasonably with the conduct of the Acquired Business of the Sellers or their Representatives.

(b) From the date Buyer receives notice of either a Houston Acquisition Triggering Event or a Houston and Non-Houston Acquisition Triggering Event, as applicable, until the Closing, Sellers shall, and shall cause their Representatives to, reasonably cooperate with Buyers in Buyers' efforts to negotiate in good faith with Buyer and its Affiliates to enter into a new Master Agreement which will apply to the applicable Desired 365 Contract (rather than Sellers' Master Agreement).

**Section 5.05 Commercially Reasonable Efforts; Further Assurances.**

(a) Subject to the terms and conditions of this Agreement and subject to the Bankruptcy Code and any orders of the Bankruptcy Court, Buyers and the Sellers each shall use commercially reasonable efforts to take, or cause to be taken, all actions and to do, or cause to be done, all things necessary or desirable to consummate the Transactions, including (i) finalizing, executing and delivering all Transaction Documents prior to the Closing, (ii) preparing and filing as promptly as practicable with any Governmental Authority or other Third Party all documentation to effect all necessary filings, notices, petitions, statements, registrations, submissions of information, applications and other documents, and (iii) obtaining and maintaining all approvals, consents, registrations, permits, authorizations and other confirmations required to be obtained from any Governmental Authority or other Third Party that are necessary, proper



or advisable to consummate the Transactions; *provided, however*, that the reasonable efforts of any Party hereto shall not include (A) except as expressly set forth in this Agreement, entering into any settlement, undertaking, consent decree, stipulation or agreement with any Governmental Authority in connection with the Transactions or (B) divesting or otherwise holding separate (including by establishing a trust or otherwise) any assets of the Sellers or Buyers. Prior to the Closing Date, the Sellers shall provide Buyers with an updated list of all Employees, by location, who have suffered an “employment loss” (as defined in the WARN Act) during the three (3) month period prior to the Closing Date. The Sellers and Buyers shall execute and deliver or cause to be executed and delivered such other documents, certificates, agreements and other writings and to take such other actions as may be necessary or desirable in order to consummate or implement expeditiously the Transactions in accordance with the terms and conditions of this Agreement.

(b) To the extent required under Applicable Law or any Healthcare Laws, Buyers shall file with applicable Governmental Authorities documentation notifying such Governmental Authorities of a change of ownership (“*CHOW*”) of the Facilities included in the Selected Asset Package(s) effective as of the Closing Date. The Sellers shall assist and cooperate with Buyers to take all actions necessary to transfer the Permits (to the extent transferable) for the Facilities included in the Selected Asset Package(s), including the filing of CHOW documents as the seller, and any other governmental approvals necessary for Buyers to operate the Facilities included in the Selected Asset Package(s) in the same manner as the Sellers. Buyers shall take all actions necessary to obtain all licenses, registration, approvals and Permits in order for OpCo Buyer to operate the Facilities.

**Section 5.06 Notices of Certain Events.** Each of the Sellers, on the one hand and Buyers, on the other hand, shall promptly notify the other of:

(a) any written notice or other communication received by it from any Person alleging that the consent of such Person is or may be required in connection with the Transactions;

(b) any written notice or other communication received by it from any Governmental Authority in connection with the Transactions;

(c) any Proceedings commenced or, in the case of the Sellers, to Sellers’ Knowledge, or in the case of Buyers, to their knowledge, threatened against, relating to or involving or otherwise affecting the Sellers or Buyers, respectively, as the case may be, that, if pending on the date of this Agreement, would have been required to have been disclosed pursuant to any section of this Agreement or that relate to the consummation of the Transactions;

(d) in the case of the Sellers, the damage or destruction by fire or other casualty of any material assets used in the Acquired Business or any material asset used in the Acquired Business becomes the subject of any Proceeding or, to Sellers’ Knowledge,



threatened Proceeding for the taking thereof or any part thereof or of any right relating thereto by condemnation, eminent domain or other similar governmental action;

(e) any inaccuracy of any representation or warranty contained in this Agreement at any time during the term hereof that could reasonably be expected to cause the conditions set forth in Section 8.02(b) and Section 8.03(b) not to be satisfied, in the case of Buyers, to its knowledge, or in the case of the Sellers, to Sellers' Knowledge;

(f) any failure of that Party to comply with or satisfy in any material respect any covenant, condition or agreement to be complied with or satisfied by it hereunder; *provided, however*, that the delivery of any notice pursuant to this Section 5.06 shall not limit or otherwise affect the remedies available hereunder to the Party receiving such notice;

(g) any amendment or other modification to any Highest and/or Best Bid Purchase Agreement (and a copy thereof);

(h) any extension of the Closing Date or End Date (each as such terms are defined in the Highest and/or Best Bid Purchase Agreement) of any Highest and/or Best Bid Purchase Agreement; and

(i) termination of any one or more of the Highest and/or Best Bid Purchase Agreement(s).

## **ARTICLE 6 POST-CLOSING COVENANTS OF BUYERS**

**Section 6.01 Access.** Buyers, following the Closing, and subject to Applicable Law (including Patient Privacy Requirements), shall give to the Sellers and their Representatives reasonable access during normal business hours to the offices, books and records relating to Sellers, the Acquired Business and operations, the Transferred Assets and the Specifically Assumed Liabilities for any and all periods prior to or including the Closing Date as the Sellers and their Representatives may reasonably request and to make copies of the same in connection with (a) the preparation of Tax returns or information returns, (b) reports or other obligations by the Sellers to Governmental Authorities, (c) with respect to the administration of the Bankruptcy Cases or the winding-down of the Debtors' bankruptcy estates, (d) pursuing, prosecuting, or commencing litigation on Avoidance Actions, (e) objecting to proofs of claims or administrative expense claims, and (f) any final determination of any audit or examination, Proceeding, or determination; *provided, however*, that the obligation of Buyers to so accommodate the Sellers and their Representatives shall be subject to (A) reasonable notice from the Sellers of any request for information, (B) the Sellers' agreement to reimburse Buyers for their out-of-pocket expenses of such accommodation, (C) non-interference with the ordinary conduct of business of Buyers, and (D) the right of Buyers to refuse any request for information that would result in a loss of privilege or constitute a breach of any confidentiality obligation of Buyers. Buyers shall preserve all such books and records for a period of seven (7) years after the Closing or such longer period as may be required by Patient Privacy Requirements; *provided, however*, that Buyers shall have the right at any time after the second anniversary of the Closing Date to

request in writing that the Sellers (so long as the Sellers are in existence) take any such records and, if they do not agree to take such records within ninety (90) Business Days after receipt of the request, Buyers may dispose of such records, subject to Patient Privacy Requirements. Buyers shall, and shall cause their Representatives to, abide by the terms of the Confidentiality Agreement with respect to any access or information provided pursuant to this Section 6.01. For the avoidance of doubt, this provision is intended to, and does hereby, inure to the benefit of the successors and/or assigns of the Sellers and their Representatives, including but not limited to any post-confirmation trust established in connection with the Sellers' Bankruptcy Cases.

**Section 6.02 Employee Matters.**

(a) Not later than fifteen (15) days prior to the anticipated Closing Date, the Sellers shall provide OpCo Buyer with an updated Sellers' Transferred Employee List that identifies all Employees of the Acquired Business as of the date of such updated list. On or after the Closing Date and subject to satisfaction of OpCo Buyer's employment screening procedures and requirements, OpCo Buyer shall offer employment to each Employee engaged in the Acquired Business and identified on the updated Sellers' Transferred Employee List, upon such terms and conditions as OpCo Buyer may determine in its sole discretion (the "***Transferred Employees***"), subject to this Section 6.02. The Corporate and Shared Services Sellers shall cooperate with OpCo Buyer in permitting OpCo Buyer to interview, on a voluntary basis, the Employees so as to determine whether such Employees satisfy OpCo Buyer's hiring requirements and to communicate any information concerning employment offers and potential employment with OpCo Buyer prior to the Closing Date so that any Employees who are hired by OpCo Buyer may commence employment on the Closing Date. Not less than ten (10) days before the Closing Date, OpCo Buyer shall provide the Sellers with a list of the Transferred Employees to be hired by OpCo Buyer at Closing (the "***OpCo Buyer's Transferred Employee List***"), which schedule shall identify all Transferred Employees other than those that did not satisfy OpCo Buyer's screening procedures and hiring requirements. Effective as of the Closing Date, the Sellers shall terminate the employment of any Employees identified on the OpCo Buyer's Transferred Employee List.

(b) Except with respect to the Specifically Assumed Liabilities, Buyers shall not assume, and the Corporate and Shared Services Sellers shall retain, any liability or obligation whatsoever of the Corporate and Shared Services Sellers relating to any of the ERISA Plans. Buyer shall be responsible for group health continuation coverage under COBRA with respect to all Employees and their dependents and any other individual who is an "M & A qualified beneficiary" within the meaning of Treasury Regulation Section 54.4980B-9, Q&A-4 in connection with the Transactions and associated with the Transferred Assets notwithstanding that the Corporate and Shared Services Sellers or any of their ERISA Affiliates may continue a group health plan after Closing. The Corporate and Shared Services Sellers shall cause any ERISA Plan that is maintained solely for the benefit of Employees and their dependents and which does not cover any other employees of Sellers, their Affiliates or their ERISA Affiliates to be terminated at Closing.

(c) Each offer of employment by Buyer to an Employee pursuant to this Section 6.02 shall initially provide each Transferred Employee with (i) total target

annual cash compensation which is not substantially less favorable, on an aggregate basis, to either (A) the base salary (or hourly wages, if applicable) provided by the applicable Seller to such Employee immediately prior to the Effective Time, or (B) a market-rate base salary (or hourly wages, if applicable), as determined by Buyer in its sole and absolute discretion; and (ii) other employee benefits (excluding equity incentive compensation) which are not substantially less favorable, in the aggregate, to the employee benefits (excluding equity incentive compensation) provided to similarly-situated employees of Buyer, subject to the terms, conditions and eligibility requirements of any plan providing for such benefits. For purposes of eligibility and vesting under each benefit plan of Buyer in which such Transferred Employees are eligible to participate following the Closing Date, Transferred Employees will be given credit for all service with the Sellers, and any Subsidiaries or predecessor employers for which the Sellers credited service, *provided* such credit is permitted under the terms of the applicable plans and does not result in duplication of benefits or the accrual of benefits under a defined benefit pension plan. Buyer will give each Transferred Employee credit for such Transferred Employee's balance of paid time off with the Corporate and Shared Services Sellers as of the Closing Date.

(d) The Sellers will remain responsible for all Liabilities with respect to wages, salaries and employer's and employee's Withholding Taxes for the Transferred Employees that are accrued but unpaid after the Petition Date (excluding only such Liabilities with respect to PTO Obligations which are Assumed Liabilities pursuant to Section 2.03(a)) and for all Liabilities with respect to claims by Transferred Employees or their eligible dependents for health, accident, sickness, and disability benefits that are accrued but unpaid after the Petition Date (excluding any Liabilities under COBRA for Employees and their dependents). Except as may be required under COBRA, Buyers shall have no obligation or responsibility for any claims for health, accident, sickness, and disability benefits that are incurred prior to or on the Petition Date by any Employees or their eligible dependents, or in the case of Employees who are not Transferred Employees or their eligible dependents both before and after the Closing Date. Subject to limitations imposed by Applicable Law, with respect to the employee welfare benefit plans maintained by Buyers following the Closing Date in which the Transferred Employees are eligible to participate, Buyers shall use commercially reasonable efforts to (i) waive, or cause to be waived, any limitations on benefits relating to waiting periods, pre-existing condition exclusions or actively at work requirements, except to the extent that such waiting period, exclusions or requirements applied to the Transferred Employee under the corresponding ERISA Plan and (ii) recognize any deductibles and other eligible expenses that were incurred by such Transferred Employees in the plan year in which the Effective Time occurs with respect to satisfying any deductibles or out-of-pocket maximums applicable to such Transferred Employee during the applicable plan year of the comparable OpCo Buyer benefit plan, to the extent such recognition would have been given under comparable ERISA Plans prior to the Effective Time.

(e) Prior to the Closing Date, the Sellers shall be solely responsible for complying with the WARN Act and any and all obligations under other Applicable Laws requiring notice of plant closings, relocations, mass layoffs, reductions in force or similar actions (and for any failures to so comply), in any case, applicable to Employees as a result of any action by the Sellers or any of their Affiliates prior to the Closing Date. OpCo

Buyer shall be solely responsible for WARN Act Liabilities applicable to the Employees that are incurred on or after the Closing Date, including with respect to any Employee terminated prior to the Closing Date that, when aggregated with any Employee is not hired or who is terminated on or after Closing or for which any WARN Act Liability is incurred, results in WARN Act Liability with respect to such Employee terminated prior to Closing.

(f) Nothing in this Agreement is intended to confer on any entity or individual who is not a party to this Agreement any rights whatsoever. This Section 6.02 shall not constitute an amendment to any employee benefit plan maintained by Opco Buyer or a Seller, create any third party beneficiary rights, or inure to the benefit of or be enforceable by, any employee or any Person representing the interests of employees.

**Section 6.03 Trade Name License Agreement and Transition Services Agreement.**

Commencing promptly following the occurrence of a Houston Acquisition Triggering Event, OpCo Buyer shall negotiate in good faith with (a) the applicable Consortium Buyer on the terms of each Trade Name License Agreement and each Transition Services Agreement (Consortium Buyer) and (b) the Sellers on the terms of the Transition Services Agreement (Debtor's Estate) and shall use commercially reasonable efforts to finalize the definitive forms of such agreements promptly. If a Houston Acquisition Triggering Event or a Houston and Non-Houston Acquisition Triggering Event occurs, Buyers agree to perform pursuant to the Transition Services Agreement (Consortium Buyer) billing and collection services for all operating facilities sold to the Consortium Buyers (other than Altus) for a period not to exceed four (4) months following the Closing Date. The fee payable by the Consortium Buyers for billing and collection services will be 13.5% of collected amounts.

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

**Section 7.01 Certain Filings.** The Sellers and Buyers shall cooperate with one another (a) in determining whether any action by or in respect of, or filing with, any Governmental Authority is required, or any actions, consents, approvals or waivers are required to be obtained from parties to any material contracts, in connection with the consummation of the Transactions and (b) in taking such actions or making any such filings, furnishing information required in connection therewith and seeking timely to obtain any such actions, consents, approvals or waivers. At Buyer's request, Sellers and Buyers shall cooperate and use reasonable efforts to attempt to provide for their Affiliates, including Neighbors Physician Group LLC, to enter into a definitive physician services transition agreement on mutually agreeable terms to provide continuity of physician services at the Facilities included in the Selected Asset Package for up to 90 days post Closing.

**Section 7.02 Public Announcements.** The Sellers and Buyers agree that the consent (as to both form and content) of each other Party shall be obtained prior to issuing any press release or making any public statement with respect to this Agreement or the other Transaction Documents or the Transactions. Notwithstanding the foregoing, the Sellers may file this Agreement and the other Transaction Documents with the Bankruptcy Court upon execution of this Agreement if they determine that such filing is appropriate and/or may inform the Bankruptcy Court of the existence and terms of this Agreement.

**Section 7.03 Confidentiality.** Buyers acknowledge and agree that the Confidentiality Agreement remains in full force and effect and, in addition, covenants and agrees to keep confidential, in accordance with the provisions of the Confidentiality Agreement, information provided to Buyers pursuant to this Agreement. If this Agreement is, for any reason, terminated prior to Closing, the Confidentiality Agreement and the provisions of this Section 7.03 shall nonetheless continue in full force and effect. This Agreement will be filed with the Bankruptcy Court, and such disclosures to the Bankruptcy Court shall not violate this section. The Parties also agree that such disclosure or any other permitted disclosure in Section 7.03 shall not be deemed to violate any confidentiality obligations owing to any Party, whether pursuant to this Agreement, the Confidentiality Agreement or otherwise. Notwithstanding the foregoing, this Section 7.03 shall not in any way limit, to the extent required by Applicable Law, the disclosure of information by the Sellers in connection with the administration of the Bankruptcy Cases, pursuant to any provision of the Bankruptcy Code or any order of the Bankruptcy Court.

**Section 7.04 Mail and Other Post-Closing Inquiries.** The Sellers authorize Buyers on and after the Closing Date to receive and to open all mail received by Buyers relating to any of the Retained Assets or the Retained Liabilities. The Sellers shall promptly deliver to Buyers any mail or other communication received by the Sellers after the Closing Date pertaining to any of the Transferred Assets or the Specifically Assumed Liabilities. Buyers shall promptly deliver to the Sellers all other mail or communications received by Buyers or their Affiliates that relate to the Retained Assets or Retained Liabilities or to possible violations of Section 362 of the Bankruptcy Code.

**Section 7.05 Post-Closing Collection of Accounts Receivable.** After the Closing Date, Buyers shall have the right and authority to collect for their own account all Accounts Receivable that are included in the Transferred Assets. Sellers shall promptly transfer and deliver to Buyers any cash or other property which such Sellers may receive in respect of such Accounts Receivable that constitute Transferred Assets and any other amounts received by Sellers that constitute Transferred Assets for any period after the Closing Date.

## ARTICLE 8 CONDITIONS TO CLOSING

**Section 8.01 Conditions to Obligations of Buyers and Sellers.** The obligations of Buyers and the Sellers to consummate the Closing are subject to the satisfaction of each of the following conditions:

(a) No Applicable Law shall prohibit the Transactions or the consummation of the Closing;

(b) All actions by or in respect of or filings with any Governmental Authority required to permit the consummation of the Closing shall have been taken, made or obtained; and

(c) No Proceeding instituted by any Governmental Authority shall be pending and no injunction, order, decree or judgment of any Governmental Authority of competent jurisdiction shall be in effect, in each case which seeks to or does, as applicable,



prohibit, restrain or enjoin the consummation of the Transactions; *provided, however*, that the Party seeking to rely on this Section 8.01(c) as a basis not to consummate the Closing must have used commercially reasonable efforts to cause such Proceeding to have been dismissed or resolved in favor of the Parties or to prevent the entry of such injunction, order, decree or judgment.

**Section 8.02 Conditions to Obligations of Buyers.** The obligation of Buyers to consummate the Closing is subject to the (i) the occurrence of either a Houston Acquisition Triggering Event or a Houston and Non-Houston Acquisition Triggering Event and (ii) the satisfaction (or waiver by Buyers) of each of the following further conditions:

(a) The Sellers shall have performed in all material respects all of their covenants and agreements hereunder required to be performed by them on or prior to the Closing Date;

(b) The representations and warranties of the Sellers set forth in Article 3 of this Agreement shall be true and correct in all material respects at and as of the Closing Date, as if made at and as of the Closing Date, disregarding any materiality, Sellers Material Adverse Effect or similar qualifiers, other than those representations and warranties that are made as of a specific earlier date which representations need not be true and correct as of the Closing Date but must be true and correct in all material respects as of such specific earlier date; *provided, however*, that the condition to Closing set forth in this Section 8.02(b) shall be deemed to be satisfied unless individually or in the aggregate, the effect of all breaches, inaccuracies and failures of such representations and warranties to be true and correct in all respects would reasonably be expected to result in a Sellers Material Adverse Effect;

(c) Buyers shall have received a certificate signed by an executive officer of Sellers with respect to the items set forth in Sections 8.02(a) and (b);

(d) There shall not have been any event or events causing a Sellers Material Adverse Effect;

(e) The Sellers shall have delivered or be prepared to deliver all of the items required by Section 2.08 and all other items required to be delivered by the Sellers as of the Closing Date pursuant to the terms and conditions of this Agreement;

(f) [intentionally omitted]; and

(g) The Sale Order, in form and substance reasonably acceptable to Buyers, shall have been entered by the Bankruptcy Court prior to the Closing and such order shall be a Final Order and in full force and effect.

**Section 8.03 Conditions to Obligations of the Sellers.** The obligation of the Sellers to consummate the Closing is subject to (i) the occurrence of either a Houston Acquisition Triggering Event or a Houston and Non-Houston Acquisition Triggering Event and (ii) the satisfaction (or waiver by the Sellers) of the following further conditions:

(a) Buyers shall have performed in all material respects all of their covenants and agreements hereunder required to be performed by them at or prior to the Closing Date;

(b) The representations and warranties of Buyers in Article 4 of this Agreement shall be true and correct in all material respects at and as of the Closing Date, as if made at and as of the Closing Date, disregarding any materiality, Buyers Material Adverse Effect or similar qualifiers, other than those representations and warranties that are made as of a specific earlier date which representations need not be true and correct as of the Closing Date but must be true and correct in all material respects as of such specific earlier date; provided, however, that the condition to Closing set forth in this Section 8.03(b) shall be deemed to be satisfied unless individually or in the aggregate, the effect of all breaches, inaccuracies and failures of such representations and warranties to be true and correct in all respects would reasonably be expected to result in a Buyers Material Adverse Effect; and

(c) Sellers shall have received a certificate signed by an executive officer of Buyers with respect to the items set forth in Sections 8.03(a) and (b);

(d) Buyers shall have delivered or be prepared to deliver all of the items required by Section 2.08 and all other items required to be delivered by Buyers as of the Closing Date pursuant to the terms and conditions of this Agreement; and

(e) The Sale Order in form and substance reasonably acceptable to Sellers, shall have been entered by the Bankruptcy Court prior to the Closing and such order shall be a Final Order and in full force and effect.

## **ARTICLE 9 TERMINATION**

**Section 9.01 Grounds for Termination.** Subject to the penultimate sentence of this Section 9.01, this Agreement may be terminated at any time prior to the Closing:

(a) by mutual written agreement of the Sellers and Buyers;

(b) by either the Sellers or Buyers if the Closing shall not have been consummated on or before the End Date; *provided, however*, that if the Closing shall not have occurred on or before such date due to a material breach of any representation, warranty, covenants or agreements contained in this Agreement by Buyers, on one hand, or the Sellers, on the other, then the breaching Party may not terminate this Agreement pursuant to this Section 9.01(b).

(c) by either the Sellers or Buyers if there shall be any Applicable Law that makes consummation of the Transactions illegal or otherwise prohibited or if consummation of the Transactions would violate any nonappealable final order, decree or judgment of any Governmental Authority having competent jurisdiction;

(d) by Buyers if:



(i) the Sellers shall have failed to perform or comply with any of their covenants or agreements or shall have breached any of their representations and warranties, such that the conditions set forth in Section 8.02(a) and Section 8.02(b) shall not be satisfied, and the Sellers shall have not cured such breaches and failures within fifteen (15) days after receipt of written notice from Buyers with the result that such condition remains unsatisfied;

(ii) any condition set forth in Section 8.01 or Section 8.02 shall have become incapable of being satisfied by the End Date;

(iii) the Sellers fail to consummate the Transactions, Buyers have otherwise complied with all of Buyers' obligations under this Agreement, and all of the conditions contained in Section 8.01 and Section 8.03 have been satisfied;

(iv) any event has caused a Sellers Material Adverse Effect;

(v) the Bankruptcy Cases are dismissed or converted to cases under Chapter 7 of the Bankruptcy Code or the Bankruptcy Court enters a Final Order appointing a trustee or an examiner with expanded powers (beyond those set forth under Section 1106(a)(3) of the Bankruptcy Code) in the Bankruptcy Cases prior to the Closing Date;

(vi) if any of the following deadlines shall have been missed; *provided, however,* that the deadline set forth in Section 9.01(d)(vi)(A) shall be subject to the Bankruptcy Court's docket, and accordingly, (I) shall be deemed extended through the date of the hearing set by the Bankruptcy Court for consideration of the applicable pleading if, after using reasonable efforts, the Sellers are unable to obtain a docket setting for such hearing prior to such deadline, (II) shall be deemed extended through the date(s) of any continued hearing set by the Bankruptcy Court for consideration of such pleading if, after using reasonable efforts, the Sellers are unable to conclude such hearing(s) prior to such deadline, and (III) shall be deemed extended as required to comply with any notice periods required under the Bankruptcy Code which, as a result of any extensions described under the foregoing clauses (I) and (II), cannot be complied with prior to such deadline:

(A) the Sale Order does not become a Final Order by the End Date, unless the Sale Order is entered by the End Date but is not stayed by order of the Bankruptcy Court or of some other federal district or appeals court;

(B) the Bankruptcy Court enters an order for the appointment of a trustee or examiner with managerial powers, other than at the request of the Buyers or any of its Affiliates, under Section 1104 of the Bankruptcy Code and such trustee or examiner takes any action to interfere with or impair the transactions contemplated by this Agreement;

(C) the Bankruptcy Cases are converted to cases under Chapter 7 of the Bankruptcy Code, dismissed, or any similar commencement of liquidation proceedings relating to the Sellers occurs, other than as contemplated herein; or

(D) any of the Sellers executes an Alternative Agreement or takes affirmative steps to effect any transaction other than the transactions contemplated under the Highest and/or Best Bid Purchase Agreement(s).

(e) by the Sellers:

(i) if Buyers shall have failed to perform or comply with any of its covenants or agreements or shall have breached any of its representations and warranties, such that the conditions set forth in Section 8.03(a) and Section 8.03(b) shall not be satisfied, and Buyers shall have not cured such breaches and failures within fifteen (15) days after receipt of written notice from the Sellers with the result that such condition remains unsatisfied;

(ii) if any condition set forth in Section 8.01 or Section 8.03 shall have become incapable of being satisfied by the End Date;

(iii) the Sale Order does not become a Final Order by the End Date, unless the Sale Order is entered by the End Date but is not stayed by order of the Bankruptcy Court or of some other federal district or appeals court; or

(iv) if any of the Sellers executes an Alternative Agreement or takes affirmative steps to effect an Alternative Transaction.

Notwithstanding the foregoing, the Sellers shall not be permitted to terminate this Agreement pursuant to this Section 9.01 if the Sellers are in breach of any of their representations and warranties or shall have failed to perform or comply with any of their covenants and agreements such that either (A) the conditions to Closing set forth in Section 8.02(a) and Section 8.02(b) shall not be satisfied or (B) such breach or failure to perform or comply by the Sellers is the primary cause of the occurrence of any event giving Sellers a right to terminate this Agreement or the failure of the Closing to have occurred. Buyers shall not be permitted to terminate this Agreement pursuant to this Section 9.01 if Buyers are in breach of any of their respective representations and warranties or shall have failed to perform or comply with any of their respective covenants and agreements such that either (A) the conditions to closing set forth in Section 8.03(a) and Section 8.03(b) shall not be satisfied or (B) such breach or failure to perform or comply by Buyer is the primary cause of the occurrence of any event giving Buyers a right to terminate this Agreement or the failure of the Closing to have occurred.

(f) Further, notwithstanding any other provisions of this Agreement, including the other provisions of this Section 9.01, this Agreement will terminate and expire automatically in its entirety without action of any party upon the earliest to occur of any of the following:

(i) the occurrence of a Houston Sale Event, or

(ii) December 31, 2018, unless on or before such date notice of a Houston Acquisition Triggering Event is received by Buyers in accordance with this Agreement.

(g) Further, notwithstanding any other provisions of this Agreement, including the other provisions of this Section 9.01, this Agreement will terminate and expire automatically with respect to the Non-Houston Asset Package, without action of any party upon the earliest to occur of any of the following:

(i) the occurrence of a Non-Houston Sale Event, or

(ii) December 31, 2018, unless on or before such date notice of a Houston and Non-Houston Acquisition Triggering Event is received by Buyers in accordance with this Agreement.

**Section 9.02 Effect of Termination.**

(a) If any Party terminates this Agreement pursuant to Section 9.01 (other than pursuant to Section 9.01(a)), written notice thereof shall be given to the other Parties, specifying the provision of this Agreement pursuant to which termination is made, and all rights and obligations of the applicable Parties under this Agreement shall terminate (other than Section 7.03 and this Section 9.02, the provisions of Article 10 and such portions of Article 1 as are necessary to give effect to the foregoing, all of which shall survive termination of this Agreement); *provided, however*, that notwithstanding anything herein to the contrary, if such termination shall result from the willful and knowing (i) failure of either Party to fulfill a condition to the performance of the obligations of the other Party, (ii) failure to perform a covenant or agreement of this Agreement or (iii) breach by any Party hereto of any representation, warranty, covenant or agreement contained herein, such Party shall be fully liable for any and all Adverse Consequences incurred or suffered by the other Party as a result of such failure or breach.

(b) If this Agreement is terminated for any reason, then the Parties shall promptly direct the Escrow Agent to disburse the Deposit to the Buyers, free and clear of any claims thereon by the Sellers; *provided, however*, if this Agreement is terminated by the Sellers following the occurrence and timely and valid notice to Buyers of either (i) a Houston Acquisition Triggering Event, or (ii) a Houston and Non-Houston Acquisition Triggering Event, pursuant to (i) Section 9.01(e)(i) or Section 9.01(e)(ii) (as a result of any condition set forth in Section 8.03(a), Section 8.03(b), Section 8.03(c) or Section 8.03(d) having become incapable of being satisfied by the End Date) or (ii) Section 9.01(b) because of the failure of Buyers to close in the instance where, as of the End Date, (A) all of the conditions set forth in Section 8.01 and Section 8.02 (excluding conditions that, by their terms, cannot be satisfied until the Closing) have been satisfied (or waived, or deemed to have been waived, by Buyers), (B) the Sellers are ready, willing and able to close, and (C) Buyers nevertheless elect not to promptly close, the Sellers would not have any adequate remedy at law and would suffer damages that are not practicable to ascertain, and in the case of either clause (i) or (ii) of this Section 9.02(b), the Sellers shall be entitled to terminate this Agreement, and the Parties shall promptly direct the Escrow Agent to

disburse the Deposit Amount to the Sellers as liquidated damages. The Sellers agree that, to the fullest extent permitted by Applicable Law, the Sellers' right to the payment of such Deposit Amount as provided in this Section 9.02(b) shall be the Sellers' sole and exclusive remedy against Buyers or any of its Affiliates or any of their respective stockholders, partners, members or Representatives for any and all Adverse Consequences that may be suffered based upon, resulting from or arising out of or related to the Transactions or this Agreement, including any and all Adverse Consequences that may be suffered based on, resulting from, or arising out of or related to the circumstances giving rise to the termination of this Agreement, and upon payment of the Deposit Amount to Sellers in accordance with this Section 9.02(b), none of Buyers or any of their Affiliates or any of their respective stockholders, partners, members or Representatives shall have any further liability or obligation relating to or arising out of this Agreement or the Transactions.

(c) [intentionally omitted].

(d) Upon termination of this Agreement, Buyers shall destroy or return to the Sellers all data, assessments and/or reports, maps and other information furnished by or on behalf of the Sellers to Buyers or prepared by or on behalf of Buyers in connection with its due diligence investigation of the Sellers, the Acquired Business, the Transferred Assets and the Specifically Assumed Liabilities, and, if Buyers elect to destroy any such information, an officer of Buyers shall certify the destruction of such information to Seller in writing.

## **ARTICLE 10 MISCELLANEOUS**

**Section 10.01 Notices.** All notices, requests and other communications to any party hereunder shall be in writing (including facsimile transmission) and shall be given,

if to Buyers:

Nitya Health Operations LLC  
Nitya Health RE LLC  
8901 Gaylord Dr., Suite 100  
Houston, Texas 77024  
Attention: Swapnil Agarwal  
Email: [sagarwal@nityacapital.com](mailto:sagarwal@nityacapital.com)

with a copy to:

Nathan Sommers Jacobs, P.C.  
2800 Post Oak Blvd. 61<sup>st</sup> Floor  
Houston, Texas 77056  
Attention: Kathryn Smyser  
Email: [kmysyer@nathansommers.com](mailto:kmysyer@nathansommers.com)

if to the Sellers, to:

Neighbors Legacy Holdings, Inc.  
10800 Richmond Ave.  
Houston, Texas 77042  
Attention: Chief Restructuring Officer  
Facsimile No.: (713) 436-5210  
E-mail; cshandler@neighborshealth.com

with a copy to:

Porter Hedges LLP  
1000 Main, 36th Floor  
Houston, Texas 77002  
Attention: John F. Higgins  
Facsimile No.: (713) 226-6248  
E-mail: jhiggins@porterhedges.com

or such other address, facsimile number or electronic mail address as such party may hereafter specify for the purpose by notice to the other parties hereto. All such notices, requests and other communications shall be deemed received on the date of receipt by the recipient thereof if received prior to 5:00 p.m. in the place of receipt and such day is a Business Day in the place of receipt. Otherwise, any such notice, request or communication shall be deemed not to have been received until the next succeeding Business Day in the place of receipt.

**Section 10.02 Survival.** The representations and warranties contained herein and in any certificate or other writing delivered pursuant hereto shall terminate upon and not survive the Closing and there shall be no liability thereafter in respect thereof (it being understood and agreed that no Party shall have the right to bring or assert any action or claim for breach of any representation or warranty herein or in any Transaction Document after the Closing). Each of the covenants and agreements of the Parties hereto contained in this Agreement shall terminate upon the Closing except to the extent that performance under such covenant or agreement is to take place after Closing, in which case such covenant shall survive the Closing until the earlier of (i) performance of such covenant or agreement in accordance with this Agreement or, if time for performance of such covenant is specified in this Agreement, thirty (30) days following the expiration of the time period for such performance and (ii) the expiration of applicable statute of limitations with respect to any claim for any failure to perform such covenant; *provided, however,* that if a written notice of claim with respect to any covenant or agreement to be performed after Closing is given prior to the expiration of such covenant or agreement then such covenant or agreement shall survive until, but only for purposes of, the resolution of such claim by final, non-appealable judgment or settlement.

**Section 10.03 Amendments and Waivers.**

(a) Any provision of this Agreement may be amended or waived prior to Closing if, but only if, such amendment or waiver is in writing and is signed, in the case of an amendment, by each Party to this Agreement, or in the case of a waiver, by the Party against whom the waiver is to be effective.

(b) No failure or delay by any Party in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by Applicable Law.

**Section 10.04 Expenses.** Except as otherwise expressly provided herein, all costs and expenses incurred in connection with this Agreement or the Transactions shall be paid by the Party incurring such cost or expense.

**Section 10.05 Successors and Assigns.** The provisions of this Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns; *provided, however*, that no Party may assign, delegate or otherwise transfer any of its rights or obligations under this Agreement, in whole or in part, by operation of law or otherwise, without the prior written consent of each other Party hereto and provided further that in the event of an assignment by any Buyer of any portion of its rights hereunder to an Affiliate of any Buyer, such consent shall not be unreasonably withheld.

**Section 10.06 Supplementation and Amendment of Schedules.** For the purpose of avoiding any misunderstanding, the Sellers may, at their option, supplement the Schedules hereto in order to reflect any additional matters which, if existing, occurring or known as of the Execution Date, would have been required to be set forth or described in the Schedules (each, a “*Schedule Supplement*”). Any disclosure in any such Schedule Supplement shall not be deemed to have cured any inaccuracy in or breach of any representation or warranty contained in this Agreement, including for purposes of Buyers’ termination rights contained in Section 9.01(d) or of determining whether or not the conditions set forth in Section 8.02 have been satisfied; *provided, however*, if Buyers have the right to, but do not elect to, terminate this Agreement within five (5) days of its receipt of such Schedule Supplement, then Buyers shall be deemed to have irrevocably waived any right to terminate this Agreement with respect to such matter. The inclusion of any item in the Schedules, or any references to dollar amounts, will not be deemed to be an acknowledgement or representation that such item is material, to establish any standard of materiality or to define further the meaning of such terms for purposes of this Agreement. Information provided in one Schedule hereto will suffice, without repetition or cross reference, as a disclosure of such information in any other Schedule hereto to which its relevance is reasonably apparent on its face.

**Section 10.07 Governing Law.** THE AGREEMENT AND ALL ACTIONS, CAUSES OF ACTION, OR CLAIMS OF ANY KIND (WHETHER AT LAW, IN EQUITY, IN CONTRACT, IN TORT, OR OTHERWISE) THAT MAY BE BASED UPON, ARISE OUT OF, OR RELATE TO THIS AGREEMENT, OR THE NEGOTIATION, EXECUTION, OR



PERFORMANCE OF THIS AGREEMENT (INCLUDING ANY ACTION, CAUSE OF ACTION, OR CLAIM OF ANY KIND BASED UPON, ARISING OUT OF, OR RELATED TO ANY REPRESENTATION OR WARRANTY MADE IN, IN CONNECTION WITH, OR AS AN INDUCEMENT TO THIS AGREEMENT), SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAW.

**Section 10.08 Jurisdiction.** Each Party hereto agrees that it shall bring any action or proceeding in respect of any claim arising out of or related to the Transaction Documents and the transactions contained in or contemplated by the Transaction Documents, exclusively in (a) the Bankruptcy Court so long as the Bankruptcy Cases remain open and (b) after the close of the Bankruptcy Cases or in the event that the Bankruptcy Court determines that it does not have jurisdiction, the United States District Court for the Southern District of Texas or any Texas State court sitting in Houston (together with the Bankruptcy Court, the “*Chosen Courts*”), and solely in connection with claims arising under this Agreement or any other Transaction Document or the Transactions (i) irrevocably submits to the exclusive jurisdiction of the Chosen Courts, (ii) waives any objection to laying venue in any such action or proceeding in the Chosen Courts, (iii) waives any objection that the Chosen Courts are an inconvenient forum or do not have jurisdiction over any party hereto, and (iv) agrees that service of process upon such party in any such action or proceeding shall be effective if notice is given in accordance with Section 10.01.

**Section 10.09 WAIVER OF JURY TRIAL.** EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATED TO THE TRANSACTION DOCUMENTS OR THE TRANSACTIONS CONTEMPLATED HEREBY.

**Section 10.10 Counterparts; Effectiveness; Third Party Beneficiaries.** This Agreement may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument. This Agreement shall become effective when each Party hereto shall have received a counterpart hereof signed by all of the other Parties hereto. Until and unless each Party has received a counterpart hereof signed by the other Party hereto, this Agreement shall have no effect and no Party shall have any right or obligation hereunder (whether by virtue of any other oral or written agreement or other communication). Notwithstanding anything to the contrary in this Agreement, delivery of an executed counterpart of a signature page to this Agreement or any amendment hereto by facsimile or email attachment shall be effective as delivery of a manually executed counterpart of this Agreement or such amendment, as applicable. No provision of this Agreement is intended to confer any rights, benefits, remedies, obligations or liabilities hereunder upon any Person other than the Parties hereto and their respective successors and assigns.

**Section 10.11 Entire Agreement.** This Agreement, the other Transaction Documents, the Bidding Procedures Order, and the Sale Order constitute the entire agreement between the Parties with respect to the subject matter hereof and thereof and supersede all prior agreements and understandings, both oral and written, between the Parties with respect to the subject matter hereof and thereof.



**Section 10.12 Severability.** If any term, provision, covenant or restriction contained in this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the terms, provisions, covenants and restrictions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated; and in lieu of each such invalid, void or unenforceable provision there shall be added automatically as part of this Agreement a provision as similar in terms to such invalid, void or unenforceable provision as may be valid, binding and enforceable.

**Section 10.13 Time of Essence.** Time is of the essence in the performance of this Agreement, except as otherwise expressly provided herein.

**Section 10.14 Certain Acknowledgements and Limitations.**

(a) Any and all duties and obligations which any Party may have to any other Party with respect to or in connection with this Agreement, the other Transaction Documents or the Transactions are limited to those specifically set forth in this Agreement and the other Transaction Documents. Neither the duties nor obligations of any Party, nor the rights of any Party, shall be expanded beyond the terms of this Agreement and the other Transaction Documents on the basis of any legal or equitable principle or on any other basis whatsoever. Neither any equitable or legal principle nor any implied obligation of good faith or fair dealing nor any other matter requires any Party to incur, suffer or perform any act, condition or obligation contrary to the terms of this Agreement and the other Transaction Documents, whether or not existing and whether foreseeable or unforeseeable. Each of the Parties acknowledges that it would be unfair, and that it does not intend, to increase any of the obligations of the other Party on the basis of any implied obligation or otherwise.

(b) **BUYERS ACKNOWLEDGE AND AGREE THAT THEY HAVE CONDUCTED THEIR OWN INDEPENDENT DUE DILIGENCE INVESTIGATION, REVIEW AND ANALYSIS OF THE SELLERS, THE TRANSFERRED ASSETS, THE SPECIFICALLY ASSUMED LIABILITIES AND THE ACQUIRED BUSINESS IN CONNECTION WITH THE TRANSACTIONS AND HAVE BEEN PROVIDED ACCESS TO THE PERSONNEL, PROPERTIES, ASSETS, PREMISES, BOOKS AND RECORDS, AND OTHER DOCUMENTS AND DATA OF THE SELLERS AND THE ACQUIRED BUSINESS FOR SUCH PURPOSE.**

(c) **BUYERS AGREE THAT, (I) EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES MADE BY THE SELLERS THAT ARE EXPRESSLY SET FORTH IN ARTICLE 3 OF THIS AGREEMENT, NEITHER THE SELLERS, NOR ANY OF THEIR RESPECTIVE STOCKHOLDERS, PARTNERS, MEMBERS OR REPRESENTATIVES HAVE MADE AND SHALL NOT BE DEEMED TO HAVE MADE TO BUYERS OR TO ANY OF THEIR REPRESENTATIVES ANY REPRESENTATION OR WARRANTY OF ANY KIND, (II) EACH OF THE SELLERS EXPRESSLY DISCLAIMS ANY SUCH REPRESENTATIONS OR WARRANTIES, AND (III) BUYERS ACKNOWLEDGE AND AGREE THAT NEITHER BUYERS NOR**

**THEIR REPRESENTATIVES HAVE RELIED UPON ANY SUCH REPRESENTATIONS OR WARRANTIES.**

**(d) EXCEPT AS OTHERWISE EXPRESSLY SPECIFIED IN THIS AGREEMENT, THE TRANSFERRED ASSETS AND ACQUIRED BUSINESS OF SELLERS ARE BEING ACQUIRED BY BUYERS AT THE CLOSING AS A RESULT OF THIS AGREEMENT AND THE TRANSACTIONS CONTEMPLATED HEREBY SHALL BE ACQUIRED BY BUYERS ON AN “AS IS, WHERE IS” BASIS AND IN THEIR THEN PRESENT CONDITION, AND BUYERS SHALL RELY SOLELY UPON ITS OWN EXAMINATION THEREOF. IN ANY EVENT, EXCEPT AS EXPLICITLY SET FORTH HEREIN, NONE OF SELLERS OR ANY OF THEIR RESPECTIVE STOCKHOLDERS, PARTNERS, MEMBERS OR REPRESENTATIVES, AS THE CASE MAY BE, HAS MADE OR IS MAKING ANY REPRESENTATION, EXPRESS OR IMPLIED, AS TO THE VALUE OF ANY TRANSFERRED ASSET OR THE ACQUIRED BUSINESS BEING SO ACQUIRED, OR ANY WARRANTY OF MERCHANTABILITY, SUITABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR QUALITY, WITH RESPECT TO ANY OF THE TANGIBLE ASSETS BEING SO ACQUIRED, OR AS TO THE CONDITION OR WORKMANSHIP THEREOF, OR AS TO THE ABSENCE OF ANY DEFECTS THEREIN, WHETHER LATENT OR PATENT. BUYERS ACKNOWLEDGE AND AGREE THAT NEITHER BUYERS NOR THEIR REPRESENTATIVES HAVE RELIED UPON ANY REPRESENTATIONS OR WARRANTIES THAT ARE DISCLAIMED BY THE SELLERS IN THIS SECTION 10.14.**

**(e) THE SELLERS AGREE THAT EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES MADE BY BUYERS THAT ARE EXPRESSLY SET FORTH IN ARTICLE 4 OF THIS AGREEMENT, NEITHER BUYERS, NOR ANY OF THEIR STOCKHOLDERS, PARTNERS, MEMBERS OR REPRESENTATIVES HAVE MADE AND SHALL NOT BE DEEMED TO HAVE MADE TO SELLERS OR TO ANY OF THEIR RESPECTIVE STOCKHOLDERS, PARTNERS, MEMBERS OR REPRESENTATIVES ANY REPRESENTATION OR WARRANTY OF ANY KIND.**

**(f) NO PERSON HAS BEEN AUTHORIZED BY THE SELLERS TO MAKE ANY REPRESENTATION OR WARRANTY RELATING TO THE SELLERS OR THEIR BUSINESS OR OPERATIONS OR ASSETS, OR OTHERWISE IN CONNECTION WITH THE TRANSACTIONS EXCEPT FOR THOSE CONTAINED HEREIN AND, IF MADE, SUCH REPRESENTATION OR WARRANTY MAY NOT BE RELIED UPON.**

**(g) NO PERSON HAS BEEN AUTHORIZED BY BUYERS TO MAKE ANY REPRESENTATION OR WARRANTY RELATING TO BUYERS OR THEIR BUSINESSES OR OPERATIONS, OR OTHERWISE IN CONNECTION WITH THE TRANSACTIONS EXCEPT FOR THOSE CONTAINED HEREIN AND, IF MADE, SUCH REPRESENTATION OR WARRANTY MAY NOT BE RELIED UPON.**

(h) UNDER NO CIRCUMSTANCES SHALL ANY PARTY TO THIS AGREEMENT BE LIABLE FOR ANY SPECIAL, EXEMPLARY, PUNITIVE, REMOTE, SPECULATIVE, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES OR LIABILITIES ARISING OUT OF ANY ACTUAL, ALLEGED OR INTENTIONAL BREACH OF THIS AGREEMENT, INCLUDING LOSS OF REVENUE OR INCOME, DAMAGES BASED ON ANY MULTIPLIER OF PROFITS OR OTHER VALUATION METRIC, COST OF CAPITAL, DIMINUTION OF VALUE OR LOSS OF BUSINESS REPUTATION OR OPPORTUNITY, AND NO CLAIM SHALL BE MADE OR AWARDED AGAINST ANY PARTY TO THIS AGREEMENT THEREFOR.

*[Signatures continued on following page]*

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

**SELLERS:**

NEC BAYTOWN EMERGENCY CENTER, LP

By: Neighbors GP, LLC,  
in its capacity as General Partner

By: \_\_\_\_\_  
Name: Chad J. Shandler  
Title: Chief Restructuring Officer

NEC BELLAIRE EMERGENCY CENTER, LP

By: Neighbors GP, LLC,  
in its capacity as General Partner

By: \_\_\_\_\_  
Name: Chad J. Shandler  
Title: Chief Restructuring Officer

NEC CROSBY EMERGENCY CENTER, LP

By: Neighbors GP, LLC,  
in its capacity as General Partner

By: \_\_\_\_\_  
Name: Chad J. Shandler  
Title: Chief Restructuring Officer

NEC KINGWOOD EMERGENCY CENTER, LP

By: Neighbors GP, LLC,  
in its capacity as General Partner

By: \_\_\_\_\_  
Name: Chad J. Shandler  
Title: Chief Restructuring Officer

**SELLERS, Continued:**

NEC PASADENA EMERGENCY CENTER, LP

By: Neighbors GP, LLC,  
in its capacity as General Partner

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

Name: Chad J. Shandler

Title: Chief Restructuring Officer

NEC PEARLAND EMERGENCY CENTER, LP

By: Neighbors GP, LLC,  
in its capacity as General Partner

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

Name: Chad J. Shandler

Title: Chief Restructuring Officer

NEC PORTER EMERGENCY CENTER, LP

By: Neighbors GP, LLC,  
in its capacity as General Partner

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

Name: Chad J. Shandler

Title: Chief Restructuring Officer

**SELLERS, Continued:**

NEC BAYTOWN ASSET HOLDINGS, LLC

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

Name: Chad J. Shandler

Title: Chief Restructuring Officer

NEC KINGWOOD ASSET HOLDINGS LLC

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

Name: Chad J. Shandler

Title: Chief Restructuring Officer

NEC PEARLAND ASSET HOLDINGS, LLC

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

Name: Chad J. Shandler

Title: Chief Restructuring Officer

NEIGHBORS LEGACY HOLDINGS, INC.

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

Name: Chad J. Shandler

Title: Chief Restructuring Officer

NEIGHBORS GLOBAL HOLDINGS, LLC

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

Name: Chad J. Shandler

Title: Chief Restructuring Officer



**SELLERS, Continued:**

NEIGHBORS HEALTH, LLC

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

Name: Chad J. Shandler

Title: Chief Restructuring Officer

EDMG, LLC

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

Name: Chad J. Shandler

Title: Chief Restructuring Officer

NEIGHBORS PRACTICE MANAGEMENT, LLC

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

Name: Chad J. Shandler

Title: Chief Restructuring Officer

NEIGHBORS EMERGENCY CENTER, LLC

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

Name: Chad J. Shandler

Title: Chief Restructuring Officer

**SELLERS, Continued**

NEC PORT ARTHUR EMERGENCY CENTER,  
LP

By: Neighbors GP, LLC,  
in its capacity as General Partner

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

Name: Chad J. Shandler

Title: Chief Restructuring Officer

NEC MIDLAND EMERGENCY CENTER, LP

By: Neighbors GP, LLC,  
in its capacity as General Partner

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

Name: Chad J. Shandler

Title: Chief Restructuring Officer

NEC ODESSA EMERGENCY CENTER, LP

By: Neighbors GP, LLC,  
in its capacity as General Partner

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

Name: Chad J. Shandler

Title: Chief Restructuring Officer

NEC AMARILLO EMERGENCY CENTER, LP

By: Neighbors GP, LLC,  
in its capacity as General Partner

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

Name: Chad J. Shandler

Title: Chief Restructuring Officer

**SELLERS, Continued:**

NEC EASTSIDE EMERGENCY CENTER, LP

By: Neighbors GP, LLC,  
in its capacity as General Partner

By: \_\_\_\_\_  
Name: Chad J. Shandler  
Title: Chief Restructuring Officer

NEC BROWNSVILLE EMERGENCY CENTER,  
LP

By: Neighbors GP, LLC,  
in its capacity as General Partner

By: \_\_\_\_\_  
Name: Chad J. Shandler  
Title: Chief Restructuring Officer

NEC HARLINGEN EMERGENCY CENTER, LP

By: Neighbors GP, LLC,  
in its capacity as General Partner

By: \_\_\_\_\_  
Name: Chad J. Shandler  
Title: Chief Restructuring Officer

NEC MUELLER EMERGENCY CENTER, LP

By: Neighbors GP, LLC,  
in its capacity as General Partner

By: \_\_\_\_\_  
Name: Chad J. Shandler  
Title: Chief Restructuring Officer

**SELLERS, Continued:**

NEC TEXARKANA EMERGENCY CENTER, LP

By: Neighbors GP, LLC,  
in its capacity as General Partner

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

Name: Chad J. Shandler

Title: Chief Restructuring Officer

NEC MCALLEN EMERGENCY CENTER, LP

By: Neighbors GP, LLC,  
in its capacity as General Partner

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

Name: Chad J. Shandler

Title: Chief Restructuring Officer

NEC PARIS EMERGENCY CENTER, LP

By: Neighbors GP, LLC,  
in its capacity as General Partner

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

Name: Chad J. Shandler

Title: Chief Restructuring Officer

NEC BEAUMONT EMERGENCY CENTER, LP

By: Neighbors GP, LLC,  
in its capacity as General Partner

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

Name: Chad J. Shandler

Title: Chief Restructuring Officer

**SELLERS, Continued:**

NEC BEAUMONT ASSET HOLDINGS, LLC

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

Name: Chad J. Shandler

Title: Chief Restructuring Officer

**BUYERS:**

NITYA HEALTH OPERATIONS LLC,  
a Texas limited liability company

By: Nitya AM, LLC,  
a Texas limited liability company

Its: Sole-Manager

By: Nitya Capital, LLC,  
a Texas limited liability company

Its: Sole-Manager

By: \_\_\_\_\_  
Swapnil Agarwal, President

NITYA HEALTH RE LLC,  
a Texas limited liability company

By: Nitya AM, LLC,  
a Texas limited liability company

Its: Sole-Manager

By: Nitya Capital, LLC,  
a Texas limited liability company

Its: Sole-Manager

By: \_\_\_\_\_  
Swapnil Agarwal, President