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13 *Attorneys for the Chapter 11 Debtors and*  
14 *Debtors In Possession*

15 **UNITED STATES BANKRUPTCY COURT**  
16 **EASTERN DISTRICT OF WASHINGTON**

17 In re:

18 ASTRIA HEALTH, *et al.*,

19 Debtors and Debtors in  
20 Possession.<sup>1</sup>

Chapter 11  
Lead Case No. 19-01189-11  
Jointly Administered

**NOTICE OF FILING AMENDED PLAN  
SUPPLEMENT TO THE MODIFIED SECOND  
AMENDED JOINT CHAPTER 11 PLAN OF  
REORGANIZATION OF ASTRIA HEALTH AND  
ITS DEBTOR AFFILIATES**

**[RELATED DOCUMENT NOS. 2043, 2196]**

21  
22  
23  
24 <sup>1</sup> The Debtors, along with their case numbers, are as follows: Astria Health (19-  
01189-11), Glacier Canyon, LLC (19-01193-11), Kitchen and Bath Furnishings,  
25 LLC (19-01194-11), Oxbow Summit, LLC (19-01195-11), SHC Holdco, LLC (19-  
01196-11), SHC Medical Center - Toppenish (19-01190-11), SHC Medical Center -  
26 Yakima (19-01192-11), Sunnyside Community Hospital Association (19-01191-11),  
Sunnyside Community Hospital Home Medical Supply, LLC (19-01197-11),  
27 Sunnyside Home Health (19-01198-11), Sunnyside Professional Services, LLC (19-  
01199-11), Yakima Home Care Holdings, LLC (19-01201-11), and Yakima HMA  
28 Home Health, LLC (19-01200-11).

**NOTICE OF FILING**



1  
2 **PLEASE TAKE NOTICE** that, on November 11, 2020, Astria Health and  
3 the affiliated debtors, the debtors and debtors in possession (collectively, the  
4 “Debtors”) in the above-captioned chapter 11 bankruptcy cases (the “Chapter 11  
5 Cases”), and Lapis Advisers, LP as lender under the Debtors’ debtor in possession  
6 facility in the Chapter 11 Cases, agent under the Debtors’ prepetition credit  
7 agreement, and as investment advisor and investment manager for certain funds  
8 which are beneficial holders of those certain Washington Health Care Facilities  
9 Authority Revenue Bonds (collectively the “Lapis Parties” and, together with the  
10 Debtors, the “Plan Proponents”) filed the *Second Amended Joint Chapter 11 Plan of*  
11 *Reorganization of Astria Health and its Debtor Affiliates* [Docket No. 1986] (the  
12 “Plan”) and related disclosure statement [Docket No. 1987] (the “Disclosure  
13 Statement”). On November 12, 2020, the Court entered an order approving the  
14 Disclosure Statement [Docket No. 1991] (the “Order Approving the Disclosure  
15 Statement”).

16  
17  
18  
19  
20 **PLEASE TAKE FURTHER NOTICE** that, on November 25, 2020,  
21 pursuant to the Plan, the Plan Proponents filed a *Notice of Filing Certain Plan*  
22 *Supplements to the Second Amended Joint Chapter 11 Plan of Reorganization of*  
23 *Astria Health and its Debtor Affiliates* [Docket No. 2043] (the “Plan Supplement”).  
24

25  
26 **PLEASE TAKE FURTHER NOTICE** that, on December 22, 2020, the Plan  
27 Proponents filed the *Modified Second Amended Joint Chapter 11 Plan of*  
28

**NOTICE OF FILING**

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1 *Reorganization of Astria Health and its Debtor Affiliates* [Docket No. 2196] (the  
2 “Modified Plan”).

3  
4 **PLEASE TAKE FURTHER NOTICE** that, the Plan Proponents hereby  
5 amend the Plan Supplement and attach hereto the following supplements to the  
6 Modified Plan:

- 7
- 8 • Multicare Credit Agreement (as defined in the Modified Plan), attached hereto  
9 as **Exhibit “A.”**
  - 10 • Exit Loan Escrow Agreement (as defined in the Modified Plan), attached  
11 hereto as **Exhibit “B.”**

12 **PLEASE TAKE FURTHER NOTICE** that the materials filed herein may be  
13 modified or amended hereafter as set forth more fully in the Modified Plan and  
14 related documents.

15  
16  
17 Dated: December 22, 2020

DENTONS US LLP  
SAMUEL R. MAIZEL  
SAM J. ALBERTS

18  
19  
20 By /s/ Samuel R. Maizel  
21 SAMUEL R. MAIZEL

22 *Attorneys for the Chapter 11 Debtors*  
23 *and Debtors In Possession*

24  
25  
26  
27  
28 **NOTICE OF FILING**

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**Exhibit A**

(Part 1)

**Credit Agreement**

---

**CREDIT AGREEMENT**

**Dated as of December 17, 2020**

**By and Among**

**ASTRIA HEALTH,**

**SUNNYSIDE COMMUNITY HOSPITAL ASSOCIATION  
d/b/a Astria Sunnyside Hospital,**

**SHC HOLDCO, LLC,**

**SHC MEDICAL CENTER—TOPPENISH  
d/b/a Astria Toppenish Hospital,**

**SHC MEDICAL CENTER—YAKIMA  
d/b/a Astria Yakima Hospital**

**and**

**THE OTHER PERSONS PARTY HERETO  
THAT ARE DESIGNATED AS BORROWERS  
OR GUARANTORS,**

**and**

**MULTICARE HEALTH SYSTEM, as Lender**

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**EXECUTION COPY****CREDIT AGREEMENT**

This Credit Agreement, including all exhibits and schedules hereto, as the same may be amended, modified and/or restated from time to time, this “Agreement”) is entered into as of December 17, 2020, among **ASTRIA HEALTH**, a Washington non-profit corporation (“Parent”), **SUNNYSIDE COMMUNITY HOSPITAL ASSOCIATION**, a Washington non-profit corporation (“Sunnyside”), **SHC MEDICAL CENTER—TOPPENISH**, a Washington non-profit corporation (“Toppenish”), **SHC MEDICAL CENTER—YAKIMA**, a Washington non-profit corporation, **SHC HOLDCO, LLC**, a Washington limited liability company (“Intermediate Holdco”), **SUNNYSIDE COMMUNITY HOSPITAL HOME MEDICAL SUPPLY, LLC**, a Washington limited liability company (“Sunnyside Medical Supply”), **SUNNYSIDE HOME HEALTH**, a Washington non-profit corporation (“Sunnyside Home Health”); **SUNNYSIDE PROFESSIONAL SERVICES, LLC**, a Washington limited liability company (“Sunnyside Professional”), **OXBOW SUMMIT, LLC**, a Delaware limited liability company (“Oxbow”), **KITCHEN AND BATH FURNISHINGS LLC**, a Delaware limited liability company (“Kitchen and Bath”), **GLACIER CANYON, LLC**, a Delaware limited liability company (“Glacier”), **ASTRIA HEALTH CLINICALLY INTEGRATED NETWORK, LLC**, a Missouri limited liability company (“Caravan”)], **YAKIMA HOME CARE HOLDINGS**, a Delaware limited liability company (“Home Care Holdings”), **YAKIMA HMA HOME HEALTH, LLC**, a Washington limited liability company (“HMA Home Health” and with Parent, Sunnyside, Toppenish, Yakima, Intermediate Holdco, Sunnyside Medical Supply, Sunnyside Home Health, Sunnyside Professional, Oxbow, Kitchen and Bath, Glacier, Caravan, Home Care Holdings, HMA Home Health and the other persons from time to time party to this Agreement, as borrowers, collectively, the “Borrowers” and each, a “Borrower”), and **SUNNYSIDE MEDICAL CENTER, LLC**, a Washington limited liability company (“Sunnyside Medical”), **SUNNYSIDE HOSPITAL SERVICE CORP.**, a Washington corporation (“Sunnyside Service”), **WEDDED BLISS, LLC**, a Washington limited liability company (“Wedded Bliss”), **BRIDAL DREAMS, LLC**, a Delaware limited liability company (“Bridal Dreams”), **HOME SUPPLY, LLC**, a Delaware limited liability company (“Home Supply”); **KITCHEN APPLIANCES, LLC** (“Kitchen Appliances”), **DEPOT PLUS, LLC**, a Delaware limited liability company, (“Depot Plus”), **NORTHWEST HEALTH, LLC**, a Delaware limited liability company (“Northwest Health”), **PACIFIC NORTHWEST ASC MANAGEMENT, LLC**, a Delaware limited liability company (“Northwest Management” and with Sunnyside Medical, Sunnyside Service, Wedded Bliss, Bridal Dreams, Home Supply, Kitchen Appliances, Depot Plus, Northwest Health and Northwest Management, collectively, the “Guarantors” and each, a “Guarantor”, and with the Borrowers, collectively, the “Credit Parties” and each a “Credit Party”), and **MULTICARE HEALTH SYSTEM**, a Washington State non-profit corporation, as lender (together with its successors and assigns, the “Lender”).

**RECITALS**

WHEREAS, Lender has agreed to provide certain financing to the Borrowers for the purpose of refinancing the Existing Indebtedness;

WHEREAS, the Borrowers and other Credit Parties are willing to secure all of their obligations under the Loan Documents by granting to Lender security interests in and liens upon certain existing and after-acquired personal and real property as more particularly described herein; and

WHEREAS, Lender is willing to provide such credit facilities upon the terms and conditions set forth in this Agreement.

## AGREEMENT

NOW, THEREFORE, in consideration of the mutual agreements, provisions and covenants contained herein, the parties agree as follows:

### **ARTICLE I**

#### **DEFINITIONS**

1.01 Certain Defined Terms. The following terms have the following meanings:

“2017 Bond Documents” (i) that certain Bond Indenture dated as of November 1, 2017 (the “2017 Bond Indenture”), between the Washington Health Care Facilities Authority, as issuer, and UMB Bank, N.A., as trustee, (ii) the Washington Health Care Facilities Authority Revenue Bonds, Series 2017A (the “Series 2017A Bonds”), in the aggregate principal amount of \$27,000,000 and the Washington Health Care Facilities Authority Revenue Bonds, Series 2017B (the “Series 2017B Bonds” and, together with the Series 2017A Bonds, collectively the “2017 Bonds”), in the aggregate principal amount of \$8,400,000 issued pursuant to the 2017 Bond Indenture; and (iii) the documents evidencing and securing the 2017 Bonds including, among other documents, a Loan and Security Agreement, dated as of November 1, 2017, Continuing Guaranty agreements, dated as of November 1, 2017, a Credit Agreement, dated as of November 1, 2017, a Security Agreement, dated as of November 1, 2017, Amended and Restated Deed of Trust, Assignment of Leases and Rents, Security Agreement and Fixture Filing agreements, each dated as of November 1, 2017, and Tax Certificate and Agreement, dated as of November 30, 2017; and (iv) any other document or agreement delivered as security for, or in respect to, the Bonds or any of the Credit Parties’ obligations under any of such documents.

“2019 Senior Secured Credit Documents” means that certain Credit Agreement entered into as of January 18, 2019 (as amended, modified and supplemented), Parent, Sunnyside, the other persons from time to time party to the thereto as borrowers or credit parties, those persons from time to time party to the Senior Secured Credit Agreement as lenders, and Lapis Advisers, LP, as Agent for the Senior Secured Lenders.

“Account Control Agreement” means an agreement in form and substance satisfactory to Lender among Lender, the applicable Credit Party, and each bank, securities intermediary, or other depository institution at which any Depository Account is maintained pursuant to which such bank, securities intermediary, or institution agrees that it has no lien upon or right of set off against any funds in such Depository Account (other than customary exceptions for overdrafts and account fees) and provides for Lender to have control (within the meaning of the UCC) of such Depository Account (subject to the Credit Party’s right to use funds in the Depository Account until such time

as Lender delivers a notice revoking such right) and that contains such other provisions as Lender shall reasonably require.

“Affiliate” means, as to any Person, any other Person which, directly or indirectly, is in control of, is controlled by, or is under common control with, such Person. A Person shall be deemed to control another Person if the controlling Person possesses, directly or indirectly, the power to direct or cause the direction of the management and policies of the other Person, whether through the ownership of voting securities, membership interests, by contract, or otherwise.

“Agreement” has the meaning specified in the introductory paragraph.

“Approval Order” has the meaning specified in Section 3.01(j)

“Attorney Costs” means and includes all reasonable fees and disbursements actually incurred one or more counsel to the Lender in the preparation and negotiation of the Loan Documents and any other matters arising out of or in connection with the administration of this Agreement, the exercise or any rights and remedies of Lender under any of the Loan Documents.

“Bankruptcy Cases” means the voluntary petitions for relief under Chapter 11 of the Bankruptcy Code commenced on May 6, 2019 by Astria Health, a Washington nonprofit public benefit corporation, and its affiliated debtors and debtors in possession in the United States Bankruptcy Court for the Eastern District of Washington, which are jointly administered under lead bankruptcy case number 19-01189-11.

“Bankruptcy Court” means the United States Bankruptcy Court for the Eastern District of Washington.

“Bankruptcy Code” means the Federal Bankruptcy Reform Act of 1978, as amended (11 U.S.C. §101, *et seq.*).

“Benefit Plan” means any employee benefit plan as defined in Section 3(3) of ERISA (whether governed by the laws of the United States or otherwise) to which any Credit Party incurs or otherwise has any obligation or liability, contingent or otherwise.

“Borrower” or “Borrowers” has the meaning specified in the introductory paragraph hereof.

“Business Day” means any day other than a Saturday, Sunday or other day on which banks in New York City are authorized or required by law to close.

“Capital Lease Obligations” means, for any Person, all monetary obligations of such Person under any leasing or similar arrangement which, in accordance with GAAP, is classified as a capital lease.

“Capitalized Interest” means amounts irrevocably deposited in escrow to pay interest on Indebtedness and interest earned on amounts irrevocably deposited in escrow to the extent such interest earned is required to be applied to any interest on Indebtedness.

“Cash Equivalents” means (a) marketable direct obligations issued or unconditionally guaranteed by the United States or any agency or any State thereof having maturities of not more than one (1) year from the date of acquisition; (b) commercial paper maturing no more than one (1) year after its creation and having the highest rating from either Standard & Poor’s Ratings Group or Moody’s Investors Service, Inc.; and (c) certificates of deposit maturing no more than one (1) year after issue.

“Cash Operating Expenses” means, for any period, the aggregate of all expenses calculated under GAAP, including any wages, benefits, supplies, contract labor costs, marketing, utilities, purchased services, maintenance costs, management fees, and property, sales, business and other taxes other than any taxes based on income, incurred during such period; provided that no calculation of Expenses shall take into account: (a) any unrealized loss resulting from changes in the value of, investment securities (b) extraordinary or nonrecurring losses including any losses on the sale or other disposition of assets, (c) any losses on the extinguishment of Indebtedness (including any termination payments received on Hedging Obligations or other hedges or derivatives related to or integrated with the Indebtedness being extinguished and any losses concerning the repayment of the Loan with proceeds of tax-exempt bonds) (d) any losses resulting from discontinued operations or any reappraisal, revaluation or write-down of any asset, facility or good-will, and any loss or expense resulting from adjustments to prior periods, any unrealized losses on or related to, including marking to market, any Hedging Obligations or other hedges or derivatives, (f) any accounting reserves or losses or expenses or other items that would be considered to be non-cash items such as depreciation and amortization, and (g) any non-cash expenses and losses attributable to transactions between any member of the Credit Party.

“CERCLA” has the meaning specified in the definition of “Environmental Laws.”

“CHAMPVA” means, collectively, the Civilian Health and Medical Program of the Department of Veterans Affairs, a program of medical benefits covering retirees and dependents of former members of the armed services administered by the United States Department of Veterans Affairs, and all laws, rules, regulations, manuals, orders, or requirements pertaining to such program.

“Change of Control” means (a) Parent fails to be the sole member of Intermediate Holdco, Sunnyside, or Glacier Canyon, or (b) either Sunnyside or Intermediate Holdco fails to be the sole direct or indirect member of each other Credit Party not listed in clause (a).

“Closing Date” means the date on which all conditions precedent set forth in **Section 3.01** or otherwise established by Lender are satisfied or waived by Lender and the Loan is advanced by Lender to Borrowers.

“CMS” means The Center for Medicare and Medicaid Services, which administers the Medicare and Medicaid programs under the Department of Health and Human Services, and any successor thereto.

“Code” means the Internal Revenue Code of 1986.

“Collateral” means all property and interests in property and proceeds and products thereof now owned or hereafter acquired by any Credit Party or any Subsidiary of a Credit Party in or

upon which a Lien now or hereafter exists in favor of the Lender, whether under this Agreement or under any other documents executed by any such Person and delivered to Lender.

“Collateral Documents” means, collectively, (a) each Security Agreement, each Mortgage, each Account Control Agreement, and all patent and trademark assignments, lease assignments, guarantees and other similar agreements between any Credit Party and Lender now or hereafter delivered to Lender pursuant to or in connection with the transactions contemplated hereby, and all financing statements (or comparable documents now or hereafter filed in accordance with the Uniform Commercial Code or comparable law) against any Credit Party as debtor in favor of Lender as secured party, and (b) any amendments, supplements, modifications, renewals, replacements, consolidations, substitutions and extensions of any of the foregoing.

“Compliance Certificate” means a certificate executed by a Responsible Officer of Borrowers, in substantially the form of **Exhibit B**.

“Confirmation Order” means an Order of the Bankruptcy Court approving the Plan of Reorganization and the Borrowers’ entry into this Agreement and the other Loan Documents, in form and substance satisfactory to Lender in its sole discretion.

“Contractual Obligation” means, as to any Person, any provision of any security issued by such Person or of any agreement, undertaking, contract, indenture, mortgage, deed of trust or other instrument, document or agreement to which such Person is a party or by which it or any of its property is bound.

“Credit Party” or “Credit Parties” has the meaning specified in the introductory paragraph hereof.

“Current Assets” means on any day, assets that should, under GAAP, be classified as current assets on the relevant Credit Party’s consolidated balance sheet.

“Current Liabilities” means on any day, the aggregate amount of Borrower’s Total Liabilities that mature within one (1) year.

“Days Cash on Hand” means as of any relevant date and with respect to any relevant entity, the quotient obtained by dividing (a) the balance of Unrestricted Cash as of such date, by (b) an amount equal to (i) Cash Operating Expenses for the immediately preceding 12-month period divided by (ii) 365.

“Default” means any event or circumstance which, with the giving of notice, the lapse of time, or both, would (if not cured or otherwise remedied during such time) constitute an Event of Default.

“Default Rate” means a rate of interest that is five percent (5.0%) higher than the otherwise applicable interest rate.

“Depository Account” means a bank account, deposit account, securities account, commodities account, or a similar type of account in which any funds or investments are held.

“DIP Loan Documents” means that certain Senior Secured, Super-Priority Debtor-In-Possession Loan and Security Agreement, entered into as of December 26, 2019, by and among the Senior Secured Borrowers, the guarantors signatory thereto, and those persons from time to time party thereto as lenders (the “DIP Lenders”), and Lapis Advisers, LP, as Agent for the DIP Lenders.

“Disclosure Schedule” means the disclosure schedule attached hereto as **Exhibit A**.

“Dollars,” “dollars” and “\$” each mean lawful money of the United States.

“EBITDA” means, with respect to the period of time for which calculated, and computed and calculated in accordance with GAAP, the amount by which Revenues for such period exceed Cash Operating Expenses excluding interest expense for such period.

“Effective Date” means the date when all conditions to the effectiveness of the Plan have occurred in accordance with its terms.

“Environmental Claims” means all claims, however asserted, by any Governmental Authority or other Person alleging potential liability or responsibility for violation of any Environmental Law, or for release or injury to the environment or threat to public health, personal injury (including sickness, disease or death), property damage, natural resources damage, or otherwise alleging liability or responsibility for damages (punitive or otherwise), cleanup, removal, remedial or response costs, restitution, civil or criminal penalties, injunctive relief, or other type of relief, resulting from or based upon the presence, placement, discharge, emission or release (including intentional and unintentional, negligent and non-negligent, sudden or non-sudden, accidental or non-accidental, placement, Spills, leaks, discharges, emissions or releases) of any Hazardous Material at, in, or from property, owned, leased, subleased or operated by a Credit Party.

“Environmental Laws” means all federal, state or local laws, statutes, common law duties, rules, regulations, ordinances and codes, together with all administrative orders, directed duties, licenses, authorizations and permits of, and agreements with, any Governmental Authorities, in each case relating to environmental, health and safety matters; including the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (“CERCLA”), the Clean Air Act, the Federal Water Pollution Control Act of 1972, the Solid Waste Disposal Act, the Federal Resource Conservation and Recovery Act, the Toxic Substances Control Act, the Emergency Planning and Community Right-to-Know Act, and the Washington State Environmental Policy Act.

“Environmental Liabilities” means all liabilities (including costs of Remedial Actions, natural resource damages and costs and expenses of investigation and feasibility studies, including the cost of environmental consultants and Attorney Costs) that may be imposed on, incurred by or asserted against any Credit Party or any Subsidiary of any Credit Party as a result of, or related to, any claim, suit, action, investigation, proceeding or demand by any Person, whether based in contract, tort, implied or express warranty, strict liability, criminal or civil statute or common law or otherwise, arising under any Environmental Law or in connection with any environmental, health or safety condition or with any Release and resulting from the ownership, lease, sublease or

other operation or occupation of property by any Credit Party or any Subsidiary of any Credit Party, whether on, prior or after the date hereof.

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

“ERISA Affiliate” means, collectively, any Credit Party and any Person under common control or treated as a single employer with, any Credit Party, within the meaning of Section 414(b), (c), (m) or (o) of the Code.

“ERISA Event” means any of the following: (a) a reportable event described in Section 4043(b) of ERISA (or, unless the 30-day notice requirement has been duly waived under the applicable regulations, Section 4043(c) of ERISA) with respect to a Title IV Plan; (b) the withdrawal of any ERISA Affiliate from a Title IV Plan subject to Section 4063 of ERISA during a plan year in which it was a substantial employer, as defined in Section 4001(a)(2) of ERISA; (c) the complete or partial withdrawal of any ERISA Affiliate from any Multiemployer Plan; (d) with respect to any Multiemployer Plan, the filing of a notice of reorganization, insolvency or termination (or treatment of a plan amendment as termination) under Section 4041A of ERISA; (e) the filing of a notice of intent to terminate a Title IV Plan (or treatment of a plan amendment as termination) under Section 4041 of ERISA; (f) the institution of proceedings to terminate a Title IV Plan or Multiemployer Plan by the PBGC; (g) the failure to make any required contribution to any Title IV Plan or Multiemployer Plan when due; (h) the imposition of a lien under Section 412 or 430(k) of the Code or Section 303 or 4068 of ERISA on any property (or rights to property, whether real or personal) of any ERISA Affiliate; (i) the failure of a Benefit Plan or any trust thereunder intended to qualify for tax exempt status under Section 401 or 501 of the Code or other Requirements of Law to qualify thereunder; (j) a Title IV plan is in “at risk” status within the meaning of Code Section 430(i); (k) a Multiemployer Plan is in “endangered status” or “critical status” within the meaning of Section 432(b) of the Code; and (l) any other event or condition that might reasonably be expected to constitute grounds under Section 4042 of ERISA for the termination of, or the appointment of a trustee to administer, any Title IV Plan or Multiemployer Plan or for the imposition of any material liability upon any ERISA Affiliate under Title IV of ERISA other than for PBGC premiums due but not delinquent.

“Event of Default” means any of the events or circumstances specified in **Section 7.01**.

“Exchange Act” means the Securities Exchange Act of 1934, as amended.

“Excluded Depository Account” means (a) any payroll account so long as such payroll account is a zero balance account, (b) petty cash accounts, amounts on deposit in which do not exceed Five Thousand Dollars (\$5,000) in the aggregate at any one time and (c) withholding tax and fiduciary accounts.

“Excluded Taxes” shall mean any of the following Taxes imposed on or with respect to a Lender or required to be withheld or deducted from a payment to Lender, (i) Taxes imposed on or measured by net income (however denominated), franchise taxes, and branch profits Taxes, in each case, (a) imposed as a result of Lender being organized under the laws of, or having its principal office located in, the jurisdiction imposing such Tax (or any political subdivision thereof)

or (b) that are Other Connection Taxes, (ii) U.S. federal withholding Taxes imposed on amounts payable to or for the account of Lender with respect to an applicable interest in a Loan or Commitment pursuant to a law in effect on the date on which (a) Lender acquires such interest in the Loan or commitment or (b) Lender changes its lending office, (iii) Taxes attributable to such Recipient's failure to comply with any provision of this Agreement concerning Taxes, and (iv) any U.S. federal withholding Taxes imposed under FATCA.

“Exercise Notice” has the meaning specified in **Section 8.01**.

“Existing Indebtedness” means all Indebtedness of the Credit Parties under (i) the 2017 Bond Documents; (ii) the 2019 Senior Secured Credit Documents and (iii) the DIP Documents.

“FATCA” shall mean Sections 1471 through 1474 of the Code, as of the date of this Agreement (or any amended or successor version that is substantively comparable and not materially more onerous to comply with), any current or future regulations or official interpretations thereof and any agreements entered into pursuant to Section 1471(b)(1) of the Code.

“Fiscal Quarter” means each calendar quarter commencing on January 1, April 1, July 1 and October 1 of each calendar year.

“GAAP” means generally accepted accounting principles set forth from time to time in the opinions and pronouncements of the Accounting Principles Board and the American Institute of Certified Public Accountants and statements and pronouncements of the Financial Accounting Standards Board (or agencies with similar functions of comparable stature and authority within the U.S. accounting profession), which are applicable to the circumstances as of the date of determination.

“Glacier Canyon” means Glacier Canyon, LLC, a Delaware limited liability company.

“Governmental Account” means a Depository Account of a Credit Party into which proceeds of any federal or state healthcare program, including Medicare and Medicaid payments, are made by Governmental Payors.

“Governmental Authority” means any nation or government, any state or other political subdivision thereof, any central bank (or similar monetary or regulatory authority) thereof, any entity exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government, and any corporation or other entity owned or controlled, through stock or capital ownership or otherwise, by any of the foregoing.

“Governmental Payor” means Medicare, Medicaid, TRICARE, CHAMPVA, any state health plan adopted pursuant to Title XIX of the Social Security Act, any other state or federal health care program and any other Governmental Authority which presently or in the future maintains a Third Party Payor Program.

“Hazardous Materials” means all those substances that are regulated by, or which may form the basis of liability under, any Environmental Law, including any substance identified under any Environmental Law as a pollutant, contaminant, hazardous waste, hazardous constituent, special

waste, hazardous substance, hazardous material, or toxic substance, or petroleum or petroleum derived substance or waste.

“Health Care Laws” means all Requirements of Law relating to (a) fraud and abuse (including the following statutes, as amended, modified or supplemented from time to time and any successor statutes thereto and regulations promulgated from time to time thereunder: the federal Anti-Kickback Statute (42 U.S.C. § 1320a-7b(b)); the Stark Law (42 U.S.C. § 1395nn and §1395(q)); the civil False Claims Act (31 U.S.C. § 3729 et seq.); Sections 1320a-7 and 1320a-7a and 1320a-7b of Title 42 of the United States Code; the Medicare Prescription Drug, Improvement, and Modernization Act of 2003 (Pub. L. No. 108-173)); (b) Medicare, Medicaid, CHAMPVA, TRICARE or other Third Party Payor Programs; (c) the licensure or regulation of healthcare providers, suppliers, professionals, facilities or payors; (d) the provision of, or payment for, health care services, items or supplies; (e) patient health care; (f) quality, safety certification and accreditation standards and requirements; (g) the billing, coding or submission of claims or collection of accounts receivable or refund of overpayments; (h) HIPAA; (i) the practice of medicine; (j) fee-splitting prohibitions; (k) requirements for maintaining federal, state and local tax-exempt status of any Credit Party or any Subsidiary of any Credit Party; (l) charitable trusts or charitable solicitation laws; (m) health planning or rate-setting laws, including laws regarding certificates of need and certificates of exemption; (n) certificates of operations and authority; (o) laws regulating the provision of free or discounted care or services; and (p) any and all other applicable federal, state or local health care laws, rules, codes, statutes, regulations, manuals, orders, ordinances, statutes, policies, professional or ethical rules, administrative guidance and requirements, as the same may be amended, modified or supplemented from time to time, and any successor statute thereto.

“Health Care Permits” means any and all Permits issued or required under applicable Health Care Laws.

“Hedging Obligation” means an obligation being entered into in order to hedge the interest payable on all or a portion of any Indebtedness, which agreement may include, without limitation, an interest rate swap, a basis swap, a yield curve swap, a currency swap, a forward or futures contract or an option (*e.g.*, a call, put, cap, floor or collar) and which arrangement does not constitute an obligation to repay money borrowed, credit extended or the equivalent thereof.

“HIPAA” means the (a) Health Insurance Portability and Accountability Act of 1996; (b) the Health Information Technology for Economic and Clinical Health Act (Title XIII of the American Recovery and Reinvestment Act of 2009); and (c) any state and local laws regulating the privacy and/or security of individually identifiable information, including state laws providing for notification of breach of privacy or security of individually identifiable information, in each case with respect to the laws described in clauses (a), (b) and (c) of this definition, as the same may be amended, modified or supplemented from time to time, any successor statutes thereto, any and all rules or regulations promulgated from time to time thereunder.

“HIPAA Business Associate Agreement” means a HIPAA business associate agreement between Parent and such other Credit Parties as Lender deems appropriate, on the one hand, and Lender in a form acceptable to Lender.

“Hospitals” means Sunnyside Community Hospital and Toppenish Hospital.

“Indebtedness” of any Person means (i) all indebtedness of such Person for borrowed money or for the deferred purchase price of property or services (including reimbursement and all other obligations with respect to surety bonds, letters of credit and bankers’ acceptances, whether or not matured, but excluding obligations to trade creditors incurred in the ordinary course of business), (ii) all obligations evidenced by notes, bonds, debentures or similar instruments, (iii) all indebtedness created or arising under any conditional sale or other title retention agreements with respect to property acquired by such Person (even though the rights and remedies of the seller or lender under such agreement in the event of default are limited to repossession or sale of such property), (iv) all Capital Lease Obligations, (v) all guaranteed Indebtedness of the type described in clauses (i) through (iv) above, (without duplication of the Indebtedness of any other Credit Party), (vi) all Indebtedness referred to in clauses (i) through (v) above secured by (or for which the holder of such Indebtedness has an existing right, contingent or otherwise, to be secured by) any Lien upon or in property (including accounts and contract rights) owned by such Person, even though such Person has not assumed or become liable for the payment of such Indebtedness, and (vii) the Obligations.

“Indemnified Liabilities” has the meaning specified in **Section 9.05**.

“Indemnified Person” has the meaning specified in **Section 9.05**.

“Indemnified Taxes” means Taxes other than Excluded Taxes.

“Independent Auditor” has the meaning specified in **Section 5.01(a)**.

“Insolvency Proceeding” means (a) any case, action or proceeding before any court or other Governmental Authority relating to bankruptcy, reorganization, insolvency, liquidation, receivership, dissolution, winding-up or relief of debtors, or (b) any general assignment for the benefit of creditors, composition, marshalling of assets for creditors, or other, similar arrangement in respect of its creditors generally or any substantial portion of its creditors; in each case, undertaken under U.S. Federal, state or foreign law, including the Bankruptcy Code.

“Intermediate HoldCo” means SHC Holdco, LLC, a Washington limited liability company.

“IRS” means the Internal Revenue Service, and any Governmental Authority succeeding to any of its principal functions under the Code.

“Lender” has the meaning specified in the introductory clause hereto and shall include each Person who owns or holds any of the Obligations hereunder, whether as an original signatory or pursuant to assignment.

“Licensed Personnel” means any Person (including any physician) involved in the delivery of health care or medical items, services or supplies, and employed by any Credit Party or any Subsidiary of any Credit Party, but excluding independent contractors.

“Lien” means any security interest, pledge, hypothecation, assignment, charge or deposit arrangement, encumbrance, lien (consensual, statutory or other) or preferential arrangement of any kind or nature whatsoever in respect of any property (including those created by, arising under or evidenced by any conditional sale or other title retention agreement, the interest of a lessor under a capital lease, any financing lease having substantially the same economic effect as any of the foregoing, or the filing of any financing statement naming the owner of the asset to which such lien relates as debtor, under the Uniform Commercial Code or any comparable law), but not including the interest of a lessor under an operating lease.

“Loan” has the meaning specified in **Section 2.01**.

“Loan Documents” means this Agreement, any Notes, the Collateral Documents, any guaranty of the Obligations, and all other documents delivered to Lender in connection with the transactions contemplated by this Agreement.

“Mandatory Prepayments” means the mandatory repayments specified in **Section 2.04**.

“Margin Stock” means “margin stock” as such term is defined in Regulation T, U or X issued by the Board of Governors of the Federal Reserve System, or any Governmental Authority succeeding to any of its principal functions.

“Material” and “Materially” means material in relation to the business, operations, affairs, financial condition, assets or properties of either, as the context requires, (a) the Credit Parties taken as a whole, or (b) any Borrower or Credit Party.

“Material Adverse Effect” means (a) a material adverse change in the operations, business, properties, prospects or financial condition of any Credit Party (but excluding any adverse change in the economy in general or any downturn in financial markets); (b) a material impairment of the ability of any Credit Party to perform under any Loan Document; or (c) a material adverse change or impairment in (i) the legality, validity, binding effect or enforceability against any Credit Party of any Loan Document, or (ii) the perfection or priority of any Lien granted under any of the Collateral Documents.

“Material Environmental Liabilities” means Environmental Liabilities exceeding Two Hundred Fifty Thousand Dollars (\$250,000) in the aggregate.

“Maturity Date” means the earlier of (a) the third (3<sup>rd</sup>) anniversary of the Closing Date, and (b) the date that the Obligations otherwise become due and payable under this Agreement whether through acceleration or otherwise.

“Medicaid” means, collectively, the health care assistance program established by Title XIX of the Social Security Act (42 U.S.C. 1396 et seq.) and any statutes succeeding thereto, and all laws, rules, regulations, manuals, orders or requirements pertaining to such program, including (a) all federal statutes affecting such program; (b) all state statutes and plans for medical assistance enacted in connection with such program and federal rules and regulations promulgated in connection with such program; and (c) all applicable provisions of all rules, regulations, manuals, orders and administrative, reimbursement, and requirements of all Governmental Authorities

promulgated in connection with such program (whether or not having the force of law), in each case as the same may be amended, supplemented or otherwise modified from time to time.

“Medicare” means, collectively, the health insurance program for the aged and disabled established by Title XVIII of the Social Security Act (42 U.S.C. 1395 et seq.) and any statutes succeeding thereto, and all laws, rules, regulations, manuals, orders or requirements pertaining to such program including (a) all federal statutes (whether set forth in Title XVIII of the Social Security Act (42 U.S.C. 1395 et seq.) or elsewhere) affecting such program; and (b) all applicable provisions of all rules, regulations, manuals, orders, administrative, reimbursement and requirements of all Governmental Authorities promulgated in connection with such program (whether or not having the force of law), in each case as the same may be amended, supplemented or otherwise modified from time to time.

“Mortgaged Property” means any real property of any Credit Party subject to a mortgage, deed of trust, or similar encumbrance in favor of Lender to secure any portion of the Obligations.

“Mortgages” means any deed of trust, leasehold deed of trust, mortgage, leasehold mortgage, deed to secure debt, leasehold deed to secure debt or other document creating a Lien on real property or any interest in real property.

“Multiemployer Plan” means any multiemployer plan, as defined in Section 3(37) or 4001(a)(3) of ERISA, as to which any ERISA Affiliate incurs or otherwise has any obligation or liability, contingent or otherwise.

“Non-Governmental Account” means a Depository Account of a Borrower that does not receive deposits of any federal or state healthcare program, including Medicare or Medicaid payments, from any Governmental Payor.

“Note” has the meaning specified in **Section 2.01**.

“Obligations” means all advances, debts, liabilities, obligations, covenants and duties arising under any Loan Document owing by any Credit Party to Lender or any Indemnified Person, whether direct or indirect (including those acquired by assignment), absolute or contingent, due or to become due, now existing or hereafter arising.

“Option Period” has the meaning specified in **Section 8.01**.

“Optional Prepayment” means a payment of a type described in **Section 2.06**.

“Organization Documents” means: (a) for any corporation, the certificate or articles of incorporation, the bylaws, any certificate of determination or instrument relating to the rights of preferred shareholders of such corporation, any shareholder rights agreement, and all applicable resolutions or written consents of the board of directors (or any committee thereof) of such corporation; (b) for any limited liability company, the articles of organization, operating agreement, and all applicable resolutions or written consents of the members or managers (or any committee thereof) of such limited liability company; and (c) for any partnership, any partnership agreement or other agreement creating and/or governing such partnership.

“Other Connection Taxes” means, with respect to Lender, Taxes imposed as a result of a present or former connection between Lender and the jurisdiction imposing such Tax.

“Other Taxes” means any present or future stamp, court or documentary taxes or any other excise or property taxes, charges or similar levies which arise from any payment made hereunder or from the execution, delivery, performance, enforcement or registration of, or otherwise with respect to, this Agreement or any other Loan Documents, except any such Taxes that are Other Connection Taxes.

“Parent” means Astria Health, a Washington non-profit corporation.

“PBGC” means the Pension Benefit Guaranty Corporation, or any Governmental Authority succeeding to any of its principal functions under ERISA.

“Permits” means, with respect to any Person, any permit, approval, consent, authorization, license, registration, accreditation, certificate, certification, certificate of need, concession, grant, franchise, variance or permission from, and any other Contractual Obligations with, any Governmental Authority, in each case whether or not having the force of law and applicable to or binding upon such Person or any of its property or to which such Person or any of its property is subject, including all Health Care Permits.

“Permitted Liens” has the meaning specified in **Section 6.01**.

“Permitted Working Capital Indebtedness” means Indebtedness incurred for working capital purposes that is on standard market terms and conditions, that has been approved by Lender (such approval not to be unreasonably withheld), and that is subject to an intercreditor Agreement between Lender and the holder of such Indebtedness if requested by Lender or such holder.

“Person” means an individual, partnership, corporation, limited liability company, business trust, joint stock company, trust, unincorporated association, joint venture or Governmental Authority.

“Plan of Reorganization” or “Plan” means the *Second Amended Joint Chapter 11 Plan of Reorganization of Astria Health and its Debtor Affiliates, Lead Case No. 10-01189-11 Jointly Administered*, filed in the United States Bankruptcy Court Eastern District of Washington on November 11, 2020, as further amended, supplemented or modified, from time to time, including any amendment reasonably necessary to authorize the Loan.

“Principal Amount” has the meaning specified in **Section 2.01**.

“Proceeding” means any investigation, inquiry, litigation, review, hearing, suit, claim, audit, arbitration, proceeding or action (in each case, whether civil, criminal, administrative, investigative or informal) commenced, brought, conducted or heard by or before, or otherwise involving, any Governmental Authority or arbitrator.

“Property” means, collectively, each Credit Party’s chief executive office, any site owned, leased, operated or otherwise utilized by any Credit Party, and any other location where any Credit Party conducts its business, grows any crops, or stores any of its inventory or other tangible assets.

“Purchase Option” has the meaning specified in **Section 8.01**.

“Quick Assets” means, on any day, unrestricted cash and Cash Equivalents, plus net billed accounts receivable.

“Related Persons” means a Person’s Affiliates, and the officers, directors, employees, agents and attorneys-in-fact of such Persons and Affiliates.

“Release” means any release, Spill, emission, leaking, pumping, pouring, emitting, emptying, escape, injection, deposit, disposal, discharge, dispersal, dumping, leaching or migration of Hazardous Material into or through the environment.

“Remedial Action” means any remedial action or series of related actions that a Credit Party is required to take pursuant to any Environmental Law.

“Reportable Event” means, any of the events set forth in Section 4043(c) of ERISA or the regulations thereunder, other than any such event for which the 30-day notice requirement under ERISA has been waived in regulations issued by the PBGC.

“Requirement of Law” means, as to any Person, the certificate of incorporation and bylaws or other organizational or governing documents of such Person and any law, treaty, rule, ordinance or legislative action of any kind, or regulation or determination of an arbitrator or a court or other Governmental Authority, in each case applicable to or binding upon such Person or any of its property is subject.

“Responsible Officer” means the Chief Financial Officer of each of Parent, Sunnyside and Intermediate Holdco or other executive officer acceptable to Lender.

“Restricted Payment” has the meaning specified in **Section 6.08**.

“Revenues” means, for any period, (a) in the case of any entity providing health care services, the sum of (i) all gross patient service revenues less contractual allowances plus (ii) all other operating revenues, plus (iii) gifts, grants, bequests, donations and contributions heretofore or hereafter made that are legally available to meet any of the obligations of a Credit Party incurred in the financing, operation, maintenance or repair of any of the Hospitals or their facilities and ancillary operations, plus (iv) to the extent legally allowed to be used to pay operating expenses and unless such payments constitute a loan, all government payments received and related to the COVID-19 pandemic (including but not limited to accelerated Medicare/Medicaid payments, federal and state subsidies and eligible CARES Act funding), and all rights to receive the same, whether in the form of accounts, accounts receivable, contract rights, general intangibles, chattel paper, instruments, investment property or other rights, and the proceeds of such rights, whether now existing or hereafter coming into existence or whether now owned or held or hereafter acquired, plus (v) all non-operating revenues, and plus (vi) any governmental payments related to the COVID-19 pandemic and excluded from the foregoing definition because they constitute a loan shall be included in the definition of Revenues if such loan is forgiven or otherwise converted into a grant; provided that no calculation of Revenues shall take into account: (i) any unrealized gain resulting from changes in the value of investment securities, (ii) extraordinary or nonrecurring gains or revenues (including any gains on the sale or other disposition of assets or facilities not in

the ordinary course of business), provided that for such purpose any revenues that represent payments of incentive payments or shared savings amounts from payors, accountable care organizations or similar entities, any charitable donations and grants and any dividends or other equity distributions from entities in which such entity owns an interest shall not be considered to be extraordinary or non-recurring, (iii) any gains on the extinguishment of Indebtedness (including any termination payments received on Hedging Obligations or other hedges or derivatives related to or integrated with the Indebtedness being extinguished), (iv) any gains resulting from discontinued operations or any reappraisal, revaluation or write-up of any asset, facility or goodwill, and any gain or revenue resulting from adjustments to prior periods, (v) any unrealized gains on or related to any Hedging Obligations or other hedges or derivatives, (vi) any revenue or income or other items that would be considered to be non-cash items, (vii) earnings which constitute Capitalized Interest or earnings on amounts which are irrevocably deposited in escrow to pay the principal of or interest on Indebtedness; and (viii) any non-cash gains or revenues attributable to transactions between any member of the Credit Party.

“Schedule of Documents” means a schedule containing information regarding documents to be delivered pursuant to the Agreement, in form and substance satisfactory to Lender.

“Section 501(c)(3)” refers to Section 501(c)(3) of the Code.

“Section 509(a)” refers to Section 509(a) of the Code.

“Security Agreement” means any security agreement between any Credit Party, as grantor, and Lender, as secured party.

“Solvent” means, as to any Person at any time, that (a) the fair value of the property of such Person is greater than the amount of such Person’s liabilities (including disputed, contingent and unliquidated liabilities as they become absolute and matured) as such value is established and liabilities evaluated for purposes of Section 101(31) of the Bankruptcy Code and, in the alternative, for purposes of the Washington Uniform Voidable Transactions Act; (b) the present fair saleable value of the property of such Person is not less than the amount that will be required to pay the probable liability of such Person on its debts as they become absolute and matured; (c) such Person is able to realize upon its property and pay its debts and other liabilities (including disputed, contingent and unliquidated liabilities) as they mature in the normal course of business; (d) such Person does not intend to, and does not believe that it will, incur debts or liabilities beyond such Person’s ability to pay as such debts and liabilities mature; and (e) such Person is not engaged in business or a transaction, and is not about to engage in business or a transaction, for which such Person’s property would constitute unreasonably small capital.

“Spill” means any significant discharge, spillage, uncontrolled loss, seepage or filtration of oil or petroleum or chemical liquids or solids, liquid or gaseous products, or Hazardous Materials at, under, or within any real property which a Person owns or leases.

“Stock” means all shares of capital stock (whether denominated as common stock or preferred stock), equity interests, beneficial, partnership or membership interests, joint venture interests, participations or other ownership or profit interests in or equivalents (regardless of how designated) of or in a Person (other than an individual), whether voting or non-voting.

“Stock Equivalents” means all securities convertible into or exchangeable for Stock or any other Stock Equivalent and all warrants, options or other rights to purchase, subscribe for or otherwise acquire any Stock or any other Stock Equivalent, whether or not presently convertible, exchangeable or exercisable.

“Subsidiary” means, with respect to any Person, any corporation, partnership, joint venture, limited liability company, association or other entity, the management of which is, directly or indirectly, controlled by, or of which an aggregate of more than fifty percent (50%) of the voting Stock is, at the time, owned or controlled directly or indirectly by, such Person or one or more Subsidiaries of such Person.

“Sunnyside” means Sunnyside Community Hospital Association, a Washington non-profit corporation.

“Sunnyside Community Hospital” means that certain hospital owned by Sunnyside and located in Sunnyside, Washington commonly known as Sunnyside Community Hospital, together with any ancillary businesses operated in conjunction therewith.

“Surety Instruments” means all letters of credit (including standby and commercial), banker’s acceptances, bank guaranties, shipside bonds, surety bonds, and similar instruments.

“Sweep Agreement” has the meaning set forth in **Section 5.14**.

“Tax” or “Taxes” means any and all present or future taxes, levies, assessments, imposts, duties, deductions, fees, withholdings, taxes paid by the members of a limited liability company on account of such limited liability company’s net income, or similar charges, and all liabilities with respect thereto, excluding, in the case of Lender, such taxes (including income taxes or franchise taxes) as are imposed on or measured by Lender’s net income by the jurisdiction (or any political subdivision thereof) under the laws of which Lender is subject to.

“Tax Affiliate” means, (a) each Credit Party and its Subsidiaries and (b) any Affiliate of a Credit Party with which a Credit Party files or is eligible to file consolidated, combined or unitary tax returns.

“Third Party Payor” means any Governmental Payor, Blue Cross and/or Blue Shield, private insurers, managed care plans, and any other person or entity which presently or in the future maintains Third Party Payor Programs.

“Third Party Payor Programs” means all payment or reimbursement programs, sponsored or maintained by any Third Party Payor, in which any Credit Party or any Subsidiary or a Credit Party participates.

“Third Party Payor Authorizations” means all participation agreements, provider or supplier agreements, enrollments, accreditations and billing numbers necessary to participate in and receive reimbursement from a Third Party Payor Program, including all Medicare and Medicaid participation agreements.

“Title Company” shall mean [ First American Title Insurance Company] or such other nationally recognized title insurance company acceptable to Lender.

“Title Insurance Policy” means an ALTA loan title insurance policy, issued by the Title Company with respect to all or a portion of each Mortgaged Property and insuring Lender (in an amount satisfactory to Lender) of the validity and priority of the Lien of the Mortgages, with all endorsements thereto as reasonably required by Lender.

“Title IV Plan” means a pension plan subject to Title IV of ERISA, other than a Multiemployer Plan, to which any ERISA Affiliate incurs or otherwise has any obligation or liability, contingent or otherwise.

“Toppenish” means SHC Medical Center—Toppenish, a Washington non-profit corporation.

“Total Liabilities” means on any day, obligations that should, under GAAP, be classified as liabilities on the relevant Credit Party’s consolidated balance sheet, including all Indebtedness.

“TRICARE” means, collectively, a program of medical benefits covering former and active members of the uniformed services and certain of their dependents, financed and administered by the United States Departments of Defense, Health and Human Services and Transportation, and all laws applicable to such programs.

“UCC” means the Uniform Commercial Code as in effect in the State of Washington; provided, that if, by reason of mandatory provisions of law, any or all of the attachment, perfection or priority of the security interest in any Collateral is governed by the Uniform Commercial Code as in effect in a jurisdiction other than the State of Washington, the term “UCC” shall mean the Uniform Commercial Code as in effect in such other jurisdiction for purposes of the provisions hereof relating to such attachment, perfection or priority and for purposes of definitions related to such provisions.

“United States” and “U.S.” each means the United States of America.

“United States Governmental Security” means any direct obligation of, or obligation guaranteed by, the United States of America, or any agency controlled or supervised by or acting as an instrumentality of the United States of America pursuant to authority granted by the Congress of the United States of America, so long as such obligation or guarantee shall have the benefit of the full faith and credit of the United States of America which shall have been pledged pursuant to authority granted by the Congress of the United States of America.

“Unrestricted Cash” means, with respect to any entity, the aggregate amount of unrestricted cash, unrestricted marketable securities, and unrestricted investments of the applicable entity (but only to the extent such cash, securities, and investments are in a deposit account subject to an Account Control Agreement and which shall not include any funds in any Excluded Deposit Account).

“Yakima” means SHC Medical Center—Yakima, a Washington non-profit corporation.

1.02 UCC. Any terms used in this Agreement that are defined in the UCC shall be construed and defined as set forth in the UCC unless otherwise defined herein; provided, that to the extent that the UCC is used to define any term herein and such term is defined differently in different Articles of the UCC, the definition of such term contained in Article 9 of the UCC shall govern.

1.03 Other Interpretive Positions.

(a) All terms defined in Section 1.01 or otherwise in this Agreement shall, unless otherwise defined therein, have the same meanings when used in any other Loan Document or any certificate or other document made or delivered pursuant hereto.

(b) The meanings of defined terms are equally applicable to the singular and plural forms of the defined terms.

(c) The words “hereof,” “herein,” “hereunder” and similar words refer to this Agreement as a whole and not to any particular provision of this Agreement; and Section, Schedule and Exhibit references are to this Agreement unless otherwise specified.

(d) The term “documents” includes any and all instruments, documents, agreements, certificates, indentures, notices and other writings, however evidenced.

(e) The words “include” and “including” are not limiting and mean “include(s) without limitation” or “including but not limited to,” as the case may be.

(f) The words “approval” or “approved,” as the context requires, means an approval in writing given to the Person seeking approval after full and fair disclosure to the Person giving approval of all material facts necessary in order to determine whether approval should be granted.

(g) When used in this Agreement and the other Loan Documents, the phrase “satisfactory to Lender” shall mean “in form and substance satisfactory to the Lender in all respects”, the phrases “with Lender’s consent” or “with Lender’s approval” shall mean such consent or approval at Lender’s sole discretion, and the phrase “acceptable to Lender” shall mean “acceptable to Lender at Lender’s sole discretion” unless otherwise specified in this Agreement. Unless otherwise expressly provided, any reference to any action of Lender by way of consent, approval or waiver shall be deemed modified by the phrase “in its sole discretion.”

(h) In the computation of periods of time from a specified date to a later specified date, the word “from” means “from and including”; the words “to” and “until” each mean “to but excluding,” and the word “through” means “to and including.”

(i) The term “property” includes any kind of property or asset, real, personal or mixed, tangible or intangible.

(j) Unless the context otherwise clearly requires, the terms “member” or “members” refers to a member, or the members, of any Credit Party that is a limited liability company.

(k) Unless otherwise expressly provided herein, (i) references to agreements (including this Agreement) and other contractual instruments shall be deemed to include all subsequent amendments and other modifications thereto, but only to the extent such amendments and other modifications are not prohibited by the terms of any Loan Document, and (ii) references to any statute or regulation are to be construed as including all statutory and regulatory provisions consolidating, amending, replacing, supplementing or interpreting the statute or regulation.

(l) The captions and headings of this Agreement are for convenience of reference only and shall not affect the interpretation of this Agreement.

(m) This Agreement and other Loan Documents may use several different limitations, tests or measurements to regulate the same or similar matters. All such limitations, tests and measurements are cumulative and shall each be performed in accordance with their terms.

(n) This Agreement and the other Loan Documents are the result of negotiations among and have been reviewed by counsel to Lender, Borrowers and the other parties, and are the products of all parties. Accordingly, they shall not be construed against Borrower, any other Credit Party or Lender merely because of Lender's involvement in their preparation.

(o) The exhibits and schedules attached to this Agreement are incorporated herein and shall be considered a part of this Agreement for the purposes stated herein.

(p) Unless otherwise expressly provided herein, references to any Requirements of Law shall include all statutory and regulatory provisions consolidating, amendment, replacing, supplementing or interpreting such Requirements of Law.

(q) A reference to any Person includes its permitted successors and permitted assigns

(r) A reference to any formation document, governing document, agreement or other contractual instrument, including the Loan Documents and, shall include such document, agreement or instrument as amended, restated, modified or supplemented from time to time in accordance with its terms and the terms of this Agreement.

#### 1.04 Accounting Principles.

(a) Unless the context otherwise clearly requires, all accounting terms not expressly defined herein shall be construed, and all financial computations required under this Agreement shall be made, in accordance with GAAP, consistently applied.

(b) In the event of any change in GAAP after the Closing Date which would affect the computation of any financial covenant, ratio or other requirement set forth in any Loan Document, then upon the request of Borrowers or Lender, Borrowers and Lender shall negotiate promptly, diligently and in good faith in order to amend the provisions of the Loan Documents such that such financial covenant, ratio or other requirement shall continue to provide substantially the same financial tests or restrictions as in effect prior to such accounting change, as determined by the Lender in its good faith judgment. Until such time as such amendment shall have been executed and delivered by Borrowers and Lender, such financial covenants, ratio and other

requirements, and all financial statements and other documents required to be delivered under the Loan Documents, shall be calculated and reported as if such change had not occurred.

(c) References herein to “fiscal year” and “fiscal quarter” refer to such fiscal periods of Credit Parties. Each fiscal year and each fiscal quarter shall be the calendar year and the each calendar quarter unless otherwise approved by Lender.

## ARTICLE II

### THE LOAN

2.01 The Loan. On or about the Closing Date, subject to the terms and conditions hereof, the Lender is making a term loan (the “Loan”) to Borrowers, and Borrowers are borrowing the Loan from Lender. The amount of the Loan is Seventy Five Million Dollars (\$75,000,000) (the “Principal Amount”) and shall be due and payable as set forth in this Agreement. Borrowers shall execute and deliver to Lender a note (the “Note”) substantially in the form set forth in Exhibit D in an aggregate amount equal to the Principal Amount. The Note shall represent the obligation of Borrowers to pay to Lender the amount set forth in such Note together with interest thereon as prescribed in this Agreement. The Loan shall be disbursed directly to the creditors under the Existing Indebtedness to the extent required to repay such Existing Indebtedness.

2.02 Loan Maturity. Principal and interest on the Loan, and all other Obligations, shall be due and payable in a single payment on the Maturity Date.

2.03 Repayment of Loan. The outstanding principal amount of the Loan shall be due and payable (together with accrued and unpaid interest thereon) on the Maturity Date.

2.04 Mandatory Prepayments. Each payment required by this **Section 2.04** shall constitute a “Mandatory Prepayment.”

(a) If any Credit Party receives property or casualty insurance recoveries or condemnation awards in excess of \$250,000 during any fiscal year and such recoveries or awards are not reinvested in such Credit Party’s business, such Credit Party shall remit to Lender as a prepayment on the Loan the amount of any such excess recoveries or rewards not reinvested.

(b) If any Credit Party receives net proceeds from disposition of any real or personal property in excess of \$250,000 during any fiscal year, and such proceeds are not reinvested in such Credit Party’s business, such Credit Party shall remit to Lender as a prepayment on the Loan the amount of any such net proceeds.

2.05 Optional Prepayments. Borrowers may, at any time and from time to time, upon not less than three Business Days’ irrevocable notice from Borrowers to Lender, prepay principal, in whole or in part, in minimum amounts of Five Hundred Thousand Dollars (\$500,000) or any multiple of One Hundred Thousand Dollars (\$100,000) in excess thereof, or any remaining balance less than One Hundred Thousand Dollars (\$100,000). Such notice of prepayment shall be irrevocable and shall specify the date and amount of such prepayment. If notice of prepayment is given by Borrowers, Borrowers shall make such prepayment and the payment amount specified in

such notice shall be due and payable on the date specified therein, together with accrued interest to such date on the amount prepaid.

#### 2.06 Interest.

(a) The Loan shall bear interest at the rate of nine and one-half percent (9.5%) per annum. Interest shall be due and payable on June 30 and December 31 of each calendar year, commencing June 30, 2021, with respect to all interest accrued on the Loan through the immediately preceding day and on the Maturity Date with respect to all interest accrued through the Maturity Date; provided that Borrowers shall be entitled to the interest rate credit referred to in **Section 2.06(c)**.

(b) Interest shall also be paid on the date of any prepayment and upon payment (including prepayment) in full of the Loan and, during the existence of any Event of Default, interest on the Loan shall be paid on demand of Lender.

(c) Notwithstanding **Section 2.06(a)**, at the option of Lender and upon notice to Borrowers (and automatically upon an Event of Default described in **Section 7.01(a)(i), (f)** or **(g)**), while any Event of Default exists or after maturity or acceleration, interest shall accrue (after as well as before entry of judgment thereon to the extent permitted by law) on the principal amount of all outstanding Obligations at the Default Rate.

(d) Anything herein to the contrary notwithstanding, the obligations of Borrowers to Lender hereunder shall be subject to the limitation that payments of interest shall not be required, for any period for which interest is computed hereunder, to the extent (but only to the extent) that contracting for or receiving such payment by Lender would be contrary to the provisions of any law applicable to Lender limiting the highest rate of interest that may be lawfully contracted for, charged or received by Lender, and in such event Borrowers shall pay Lender interest at the highest rate permitted by applicable law.

#### 2.07 Payments by Borrowers.

(a) All payments to be made by Borrowers shall be made without set-off, recoupment or counterclaim. Except as otherwise expressly provided herein, all payments by Borrowers shall be made to Lender via wire transfer, and shall be made in dollars and in immediately available funds, no later than 11:00 a.m. (Washington time) on the date specified herein. Any payment received by Lender later than 11:00 a.m. (Washington time) shall be deemed to have been received on the following Business Day and any applicable interest shall continue to accrue.

(b) Whenever any payment is due on a day other than a Business Day, such payment shall be made on the following Business Day, and such extension of time shall in such case be included in the computation of interest.

2.08 Allocation of Payments After Event of Default. Notwithstanding any other provisions of this Agreement to the contrary, after the occurrence and during the continuance of an Event of Default, all amounts collected or received by Lender on account of the Obligations or any other amounts outstanding under any of the Credit Documents or in respect of the Collateral

shall be paid over or delivered as follows unless otherwise determined by Lender in its sole discretion:

(a) FIRST, to the payment of all out-of-pocket costs and expenses (including Attorney Costs) of Lender in connection with enforcing the rights of Lender under the Credit Documents and any protective advances made by Lender with respect to the Collateral under or pursuant to the terms of the Collateral Documents;

(b) SECOND, to the payment of out-of-pocket costs and expenses (including Attorney Costs) of Lender in connection with enforcing its rights under the Credit Documents or otherwise with respect to the Obligations owing to Lender;

(c) THIRD, to the payment of all of the Obligations consisting of accrued fees and interest;

(d) FOURTH, to payment of all other of the Obligations and other obligations which shall have become due and payable under the Credit Documents or otherwise and not repaid pursuant to clauses "FIRST" through "THIRD" above;

(e) FIFTH, to the payment of the surplus, if any, to the applicable Credit Party or such persons as are lawfully entitled to receive such surplus.

2.09 Security. All Obligations of the Credit Parties (and their Subsidiaries, if applicable) under this Agreement and all other Loan Documents shall be secured in accordance with the Security Agreement and the other Collateral Documents.

2.10 Taxes.

(a) Any and all payments by Borrowers to Lender under this Agreement and any other Loan Document shall be made free and clear of, and without deduction or withholding for any Indemnified Taxes. In addition, Borrowers shall pay all Other Taxes. Each Borrower agrees to indemnify Lender and hold Lender harmless for the full amount of the indemnified Taxes paid by Lender and any liability (including penalties, interest, additions to tax and expenses) arising therefrom or with respect thereto, whether or not such Indemnified Taxes were correctly or legally asserted. A certificate setting forth the amount of such payment or liability shall be delivered to a Borrower by Lender, and payment under this indemnification shall be made within 30 days after the date Lender delivers such certificate.

(b) If a Borrower shall be required by law to deduct or withhold any Taxes or Other Taxes from or in respect of any sum payable hereunder to Lender, then (i) the sum payable shall be increased as necessary so that after making all required deductions and withholdings (including deductions and withholdings applicable to additional sums payable under this Section) Lender receives an amount equal to the sum it would have received had no such deductions or withholdings been made; and (ii) such Borrower shall make such deductions and withholdings.

## ARTICLE III

### CONDITIONS PRECEDENT

3.01 Conditions of Effectiveness. The effectiveness of this Agreement is subject to delivery by Credit Parties of all documents specified in the Schedule of Documents as required to be delivered before the Closing Date and any other steps specified in such Schedule of Documents and, in addition:

(a) Guaranty. Lender shall have received a guaranty of all Obligations executed and delivered by each of the Credit Parties that is not a Borrower substantially in the form of Exhibit E.

(b) Mortgages. Each of the Credit Parties that owns any of the Mortgaged Properties shall have executed and delivered a Mortgage with respect to such Mortgaged Properties and the Title Company have issued a title policy with respect to such Mortgaged Properties in form and substance acceptable to Lender.

(c) Liens on Collateral. Except as otherwise set forth in an open items agreement, Lender shall have received duly perfected, first priority Liens on all personal property of each Credit Party and on such real property as Lender shall determine, including, without limitation, deeds of trust with respect to all real property owned by any Credit Party, and Lender shall have received a copy of a Security Agreement substantially in the form of Exhibit F executed and delivered by each of the Credit Parties.

(d) Loan Documents. Each of the Loan Documents, in form and substance satisfactory to Lender, shall have been executed by all parties thereto (where necessary) and delivered.

(e) Payment of Fees. Lender shall have received evidence of payment by Borrowers of all accrued and unpaid fees, costs and expenses of Lender to the extent then due and payable on the Closing Date, together with Attorney Costs of Lender to the extent invoiced prior to or on the Closing Date, which may include an estimate for reasonable additional Attorneys Costs, (provided that such estimate shall not thereafter preclude final settling of accounts between Borrowers and Lender).

(f) Absence of Material Misstatements. There shall be no material misstatements in or material omissions from the materials, including financial statements and projections, previously furnished to, or for the benefit of, Lender for its review in connection with the transactions contemplated by the Loan Documents, but excluding projections and general economic or specific industry information developed by or obtained from third-party sources. Lender shall be reasonably satisfied that any financial statements and projections delivered to it fairly present the business and financial condition of the Credit Parties.

(g) No Violation of Laws. The making of the Loan shall not contravene in any material respect any Requirement of Law applicable to any Credit Party or Lender.

(h) No Actions or Proceedings. No action, proceeding, licensure issue, investigation, regulation or legislation shall have been instituted, or, to Borrowers' knowledge, threatened or proposed before any court, governmental agency or legislative body which might reasonably be expected to have a Material Adverse Effect.

(i) Material Contracts. No default shall have occurred and be continuing under any material agreement or contract to which any Credit Party, or any Subsidiary thereof, is a party or by which it or its properties are bound.

(j) Approvals. Lender shall have received (i) satisfactory evidence that the Credit Parties have obtained all required consents and approvals, including, but not limited to, those of the Bankruptcy Court (including entry of a final order of the Bankruptcy Court ("Approval Order")), in form satisfactory to Lender in its sole discretion, authorizing Borrowers to enter into this transaction and the Loan Documents and determining that the Lender is extending credit hereunder in good faith), of all Persons including all requisite Governmental Authorities, to the execution, delivery and performance of this Agreement and the other Loan Documents or (ii) an officer's certificate in form and substance reasonably satisfactory to Lender affirming that no such consents or approvals are required.

(k) HIPAA Business Associate Agreement. Parent and any Credit Parties specified by Lender shall have duly executed and delivered to Lender the HIPAA Business Associate Agreement.

(l) Capital Structure. Credit Parties shall have provided evidence of their capital structure satisfactory to the Lender in its sole discretion.

(m) Closing Date Balance Sheet and Projections Lender shall have received a pro forma consolidated closing date balance sheets for the Parent, Sunnyside and Intermediate Holdco and detailed monthly projections of Parent, Sunnyside and Intermediate Holdco from the projected closing date through the end of the following three-year fiscal periods that are satisfactory to Lender.

(n) No Material Adverse Effect. No event shall have occurred that has resulted in Material Adverse Effect with respect to any of the Borrowers, individually, or collectively, taken as a whole, since October 1, 2020.

(o) Plan Effective. All conditions to the occurrence of the Effective Date under the Plan shall have been satisfied, other than the closing hereunder.

(p) Representations and Warranties. The representations and warranties of each Credit Party contained in this Agreement or in the other Loan Documents shall be true and correct in all material respects (except that such materiality qualifier shall not be applicable to any representations and warranties that already are qualified or modified by materiality in the text thereof) on and as of the date of this Agreement, as though made on and as of such date (except to the extent that such representations and warranties relate solely to an earlier date).

(q) Insurance Policies. Lender shall be satisfied with the Borrowers' insurance profile and insurance policies and all insurance endorsements as required by Lender shall be in place.

(r) Joint Instructions. Parent shall have executed joint instructions to the escrow agent under that certain Escrow Agreement dated as of the date hereof (the "Escrow Agreement") among Lender, Parent and U.S. Bank, as escrow agent, instructing release of the funds under escrow pursuant to the Escrow Agreement.

(s) Legal Opinions. Lender shall have received opinions of outside legal counsel to the Credit Parties in form and substance satisfactory to Lender.

(t) Other Actions and Documents. All such other actions, documents, and agreements that Lender determines are necessary to implement the Plan shall have been effected or executed.

3.02 Termination. Notwithstanding anything to the contrary contained herein, Lender's obligation to make the Loan shall terminate on the earlier of (i) the later of January 15, 2021 and the Effective Date and (ii) the date on which a Plan of Reorganization is confirmed that does not include authorization for the Loan.

## ARTICLE IV

### REPRESENTATIONS AND WARRANTIES

Each of the Credit Parties hereby represents and warrants to Lender that as of the Closing Date and, other than those representations and warranties that by their terms are limited to the Closing Date, at all times while any Obligations remain outstanding as follows:

4.01 Corporate Existence and Power. Each of the Credit Parties:

(a) is a corporation, limited liability company, or limited partnership, as the case may be, duly formed, existing and in good standing under the laws of the jurisdiction of its formation or incorporation and, if such entity is a non-profit corporation, is duly formed, existing, and in good standing as non-profit corporation;

(b) has the power and authority and all governmental licenses, authorizations, consents and approvals to own its assets, carry on its business and to execute, deliver, and perform its obligations under the Loan Documents;

(c) is duly qualified and is licensed and in good standing under the laws of each jurisdiction where its ownership, lease or operation of property or the conduct of its business requires such qualification or license; and

(d) is in compliance in all material respects with all Requirements of Law;

except, in each case referred to in clauses (b), (c) or (d), to the extent that the failure to do so could not reasonably be expected to have a Material Adverse Effect.

4.02 Corporate Authorization; No Contravention. The execution, delivery and performance by the Credit Parties of this Agreement and each other Loan Document to which each is party have been duly authorized by all necessary corporate or limited liability company action, and do not and will not:

- (a) contravene the terms of the Organization Documents of any Credit Party;
- (b) conflict with or result in any material breach or contravention of, or the creation of any Lien under, any document evidencing any Contractual Obligation to which any Credit Party is a party or any order, injunction, writ or decree of any Governmental Authority to which any Credit Party or its property is subject; or
- (c) violate any Requirement of Law in any material respect.

4.03 Governmental Authorization. Subject to the entry of the Confirmation Order and the Approval Order, no approval, consent, exemption, authorization, or other action by, or notice to, or filing with, any Governmental Authority (except for recordings or filings in connection with the Liens granted to Lender under the Collateral Documents) is necessary or required in connection with the execution, delivery or performance by, or enforcement against, the Credit Parties of this Agreement or any other Loan Document other than those that would not reasonably be expected to have a Material Adverse Effect or those listed on the Disclosure Schedule, each of which has been obtained. As of the Closing Date, no Credit Party is the subject of a pending or, to its knowledge, threatened audit or, to each Credit Party's knowledge, any review or investigation by any Governmental Authority concerning the violation or possible violation of any Requirement of Law except as may be set forth in the Disclosure Schedule.

4.04 Binding Effect. Subject to the entry of the Confirmation Order, this Agreement and each other Loan Document to which any Credit Party is party constitute the legal, valid and binding obligations of such Credit Party, as applicable, enforceable against such Credit Party in accordance with its terms, except as enforceability may be limited by applicable bankruptcy, insolvency, or similar laws affecting the enforcement of creditors' rights generally or by equitable principles relating to enforceability.

4.05 Litigation. Except as specifically disclosed in the Disclosure Schedule, as of the Closing Date there are no actions, suits, proceedings, claims or disputes pending, or to the knowledge of the Credit Parties, threatened or contemplated, at law, in equity, in arbitration or before any Governmental Authority, against any Credit Party or Subsidiary of a Credit Party, or any of their respective properties which:

- (a) purport to affect or pertain to the validity or enforceability of this Agreement or any other Loan Document, or any of the transactions contemplated hereby or thereby; or
- (b) if determined adversely to any Credit Party or its Subsidiaries, as the case may be, would reasonably be expected to have a Material Adverse Effect or result in equitable relief or monetary judgments, individually, in excess of One Hundred Thousand Dollars (\$100,000) over any applicable insurance coverage.

No injunction, writ, temporary restraining order or any order of any nature has been issued by any court or other Governmental Authority purporting to enjoin or restrain the execution, delivery or performance of this Agreement or any other Loan Document, or directing that the transactions provided for herein or therein not be consummated as herein or therein provided.

4.06 No Default. After giving effect to the transactions occurring on the Closing Date, no Default or Event of Default would exist or would result from the incurring of any Obligations by any Credit Party or from the grant or perfection of the Liens of Lender on the Collateral. As of the Closing Date neither any Credit Party nor any Subsidiary of any Credit Party is in default under or with respect to any Contractual Obligation in any respect which, individually or together with all such defaults, could reasonably be expected to have a Material Adverse Effect, or that would, if such default had occurred after the Closing Date, create an Event of Default under **Section 7.01(e)**.

4.07 ERISA Compliance. Except for those that would not reasonably be expected to result in liabilities in excess of One Hundred Thousand Dollars (\$100,000) in the aggregate, (a) each Benefit Plan, and each trust thereunder, intended to qualify for tax exempt status under Section 401 or 501 of the Code or other Requirements of Law so qualifies, (b) each Benefit Plan is in compliance with applicable provisions of ERISA, the Code and other Requirements of Law (except where noncompliance would not reasonably be expected to have a Material Adverse Effect), (c) there are no existing or pending (or to the knowledge of any Credit Party, threatened) claims (other than routine claims for benefits in the normal course), sanctions, actions, lawsuits or other proceedings or investigation involving any Benefit Plan to which any Credit Party incurs or otherwise has or could have an obligation or any liability not reflected in the financial statements and (d) no ERISA Event is reasonably expected to occur. On the Closing Date, no ERISA Event has occurred in connection with which obligations and liabilities (contingent or otherwise) remain outstanding.

4.08 Use of Proceeds; Margin Regulations. The proceeds of the Loan are to be used solely for the purposes of repayment of the Existing Indebtedness. Neither the Credit Parties nor any Subsidiary of the Credit Parties is generally engaged in the business of purchasing or selling Margin Stock or extending credit for the purpose of purchasing or carrying Margin Stock.

4.09 Real Property/Operations. The Disclosure Schedule includes a complete list of each Mortgaged Property on the Closing Date. To each Credit Party's knowledge, as of the Closing Date (a) there are no Liens affecting any Mortgaged Property other than those reflected in the applicable Title Insurance Policy, (b) any material permits required for any Mortgaged Property to be lawfully used for its current use are in full force and effect, and (c) each Credit Party's use of any such Mortgaged Property is in material compliance with all applicable Requirements of Law.

4.10 Taxes. Each Tax Affiliate has filed all Federal and other material tax returns and reports required to be filed, and has paid all Federal and other material taxes, assessments, fees and other governmental charges levied or imposed upon them or their properties, income or assets otherwise due and payable, except those which are being contested in good faith by appropriate proceedings and for which adequate reserves have been provided by the appropriate Tax Affiliate in accordance with GAAP. To the knowledge of each Credit Party, there is no proposed tax

assessment against the Credit Parties or any of their Subsidiaries or members that would, if made, have a Material Adverse Effect. To the extent that any Credit Party employs employees, proper and adequate amounts have been withheld from the payments made to its employees for all periods in material compliance with the tax, social security and unemployment withholding provisions of applicable Requirements of Law and such withholdings have been timely paid to the respective Governmental Authorities.

#### 4.11 Financial Condition.

(a) To the knowledge of each Credit Party, (i) all financial statements of any Credit Party covering periods within three years prior to the Closing Date fairly present the financial condition of such Person in all material respects, and (ii) as of the Closing Date, there has been no material adverse change in the business, condition (financial or otherwise), operations, performance or properties of any Credit Party since the date of the most recent set of such financial statements.

(b) All financial statements of the Credit Parties delivered pursuant to this Agreement:

(i) fairly present in all material respects (and on the basis disclosed in any footnotes to such financial statements) the financial condition of the applicable Credit Parties and their Subsidiaries as of the date thereof and results of operations for the period covered thereby; and

(ii) show all material indebtedness and other liabilities, direct or contingent, of the Credit Parties and their Subsidiaries as of the date thereof that are required to be disclosed in financial statements prepared in accordance with GAAP, including liabilities for taxes, material commitments and contingent obligations, which are required to be included in financial statements prepared in accordance with GAAP.

(c) All financial performance projections delivered to Lender, whether before or after the Closing Date, represent Borrowers' best good faith estimate of future financial performance and are based on assumptions believed by Borrowers to be fair and reasonable in light of current market conditions, it being acknowledged and agreed by Lender that projections as to future events are not to be viewed as facts and that the actual results during the period or periods covered by such projects may differ from the projected results.

4.12 Environmental Matters. To the knowledge of the Credit Parties, as of the Closing Date, except as disclosed to Lender before the Closing Date, and except where any failures to comply would not reasonably be expected to result in, either individually or in the aggregate, Material Environmental Liabilities to the Credit Parties and their Subsidiaries, (a) the operations of each Credit Party and each Subsidiary of each Credit Party are and have been in compliance with all applicable Environmental Laws, including obtaining, maintaining and complying with all Permits required by any applicable Environmental Law, (b) no Credit Party and no Subsidiary of any Credit Party is party to, and no Credit Party and no Subsidiary of any Credit Party and no Property currently (or to the knowledge of any Credit Party previously) owned, leased, subleased, operated or otherwise occupied by or for any such Person is subject to or the subject of, any

Contractual Obligation or any pending (or, to the knowledge of any Credit Party, threatened) order, action, investigation, suit, proceeding, audit, claim, demand, dispute or notice of violation or of potential liability or similar notice relating in any manner to any Environmental Laws, (c) no Lien in favor of any Governmental Authority securing, in whole or in part, Environmental Liabilities has attached to any Property of any Credit Party or any Subsidiary of any Credit Party and, to the knowledge of any Credit Party, no facts, circumstances or conditions exist that could reasonably be expected to result in any such Lien attaching to any such Property, (d) no Credit Party and no Subsidiary of any Credit Party has caused or suffered to occur a Release of Hazardous Materials at, to or from any Property, (e) all Property currently (or to the knowledge of any Credit Party previously) owned, leased, subleased, operated or otherwise occupied by or for any such Credit Party and each Subsidiary of each Credit Party is free of contamination by any Hazardous Materials, and (f) no Credit Party and no Subsidiary of any Credit Party (i) is or has been engaged in, or has permitted any current or former tenant of such Credit Party to engage in, operations in violation of any Environmental Law or (ii) knows of any facts, circumstances or conditions reasonably constituting notice of a violation of any Environmental Law, including receipt of any information request or notice of potential responsibility under the Comprehensive Environmental Response, Compensation and Liability Act or similar Environmental Laws. Each Credit Party has made available to Lender copies of all existing environmental reports, reviews and audits and all documents pertaining to actual or potential Environmental Liabilities, in each case to the extent such reports, reviews, audits and documents are in their possession, custody, control or otherwise reasonably available to the Credit Parties.

4.13 Collateral Documents. The provisions of each of the Collateral Documents are effective to create in favor of Lender a legal, valid and enforceable security interest in all right, title and interest of the Credit Parties and their Subsidiaries in the collateral described therein.

4.14 Regulated Entities. No Credit Party nor any Person controlling any Credit Party or any Subsidiary of any Credit Party, is an "Investment Company" within the meaning of the Investment Company Act of 1940. The Credit Parties are not subject to regulation under the Public Utility Holding Company Act of 2005, the Federal Power Act, the Interstate Commerce Act, any state public utilities code, or any other Federal or state statute or regulation limiting its ability to incur Indebtedness.

4.15 No Burdensome Restrictions. As of the Closing Date, none of the Credit Parties nor any of their Subsidiaries is a party to or bound by any Contractual Obligation, or subject to any restriction in any Organization Document, or to such Credit Party's knowledge any Requirement of Law, which could reasonably be expected to have a Material Adverse Effect.

4.16 Copyrights, Patents, Trademarks and Licenses, Etc. As of the Closing Date, each Credit Party or its Subsidiaries owns or is licensed or otherwise have the right to use all of the patents, trademarks, service marks, trade names, copyrights, contractual franchises, authorizations and other rights that are reasonably necessary for the operation of their respective businesses, and without conflict with the rights of any other Person which could reasonably be expected to have a Material Adverse Effect. As of the Closing Date, to the knowledge of the Credit Parties, no slogan or other advertising device, product, process, method, substance, part or other material now employed, or now contemplated to be employed, by the Credit Parties or any of their Subsidiaries infringes upon any rights held by any other Person in a manner that would have a Material Adverse

Effect. As of the Closing Date, no claim or litigation regarding any of the foregoing is pending or, to its knowledge threatened, and no patent, invention, device, application, principle or any statute, law, rule, regulation, standard or code is pending or, to the knowledge of the Credit Parties, proposed, which, in either case, could reasonably be expected to have a Material Adverse Effect.

4.17 Subsidiaries. The Disclosure Schedule sets forth the name of, the ownership interest of the applicable Credit Party in, the jurisdiction of incorporation or organization of, and the type of each Subsidiary of a Borrower and the other Credit Parties and identifies each Subsidiary that is a Subsidiary Credit Party, in each case as of the Closing Date.

4.18 Insurance. The Disclosure Schedule lists all insurance policies of any nature maintained, as of the Closing Date, for current occurrences by each Credit Party, including issuers, coverages and deductibles. Each of the Credit Parties and each of their respective Subsidiaries and their respective Properties are insured with financially sound and reputable insurance companies that are not Affiliates of any Credit Party, in such amounts, after giving effect to any self-insurance with respect to workers' compensation and any other instances of self-insurance with such deductibles and covering such risks as are customarily carried by companies engaged in similar businesses of the same size and character as the business of the Credit Parties and, to the extent relevant, owning similar properties in localities where such Person operates.

4.19 Solvency. After giving effect to the transactions occurring on the Closing Date (including this Agreement and repayment of the Existing Indebtedness), each Credit Party is Solvent.

4.20 Full Disclosure. None of the statements contained in any exhibit, report, statement or certificate furnished by or on behalf of the Credit Parties or any of their Subsidiaries in connection with the Loan Documents, contains any untrue statement of a material fact or omits any material fact necessary to make the statements made therein, in light of the circumstances under which they are made, not misleading as of the time when made or delivered; provided that, with respect to projected financial information, the Credit Parties represent only that such information was prepared in good faith based upon assumptions believed to be reasonable at the time.

4.21 Depository Accounts. The Disclosure Schedule lists each Depository Account of the Credit Parties as of the Closing Date.

4.22 Brokers' Fees. Except as set forth in the Disclosure Schedule, none of the Credit Parties or any of their respective Subsidiaries has any obligation to any Person in respect of any and finder's or broker's fee in connection with the transactions contemplated hereby.

4.23 Foreign Assets Control Regulations and Anti-Money Laundering. Each Credit Party and each of their Subsidiaries is and will remain in compliance in all material respects with all U.S. economic sanctions laws, executive orders and implementing regulations as promulgated by the U.S. Treasury Department's Office of Foreign Assets Control ("OFAC"), and all applicable anti-money laundering and counter-terrorism financing provisions of the Bank Secrecy Act and all regulations issued pursuant to it. No Credit Party and no Subsidiary or Affiliate of a Credit Party (a) is a Person designated by the U.S. government on the list of the Specially Designated Nationals

and Blocked Persons (the “SDN List”) with which a U.S. Person cannot deal with or otherwise engage in business transactions, (b) is a Person who is otherwise the target of U.S. economic sanctions laws such that a U.S. Person cannot deal or otherwise engage in business transactions with such Person or (c) is controlled by (including by virtue of such person being a director or owning voting shares or interests), or acts, directly or indirectly, for or on behalf of, any person or entity on the SDN List or a foreign government that is the target of U.S. economic sanctions prohibitions such that the entry into, or performance under, this Agreement or any other Loan Document would be prohibited under U.S. law.

4.24 Patriot Act. The Credit Parties, each of their Subsidiaries and each of their Affiliates are in compliance with (a) the Trading with the Enemy Act, and each of the foreign assets control regulations of the United States Treasury Department and any other enabling legislation or executive order relating thereto, (b) the Patriot Act and (c) other federal or state laws relating to “*know your customer*” and anti-money laundering rules and regulations. No part of the proceeds of the Loan will be used directly or indirectly for any payments to any government official or employee, political party, official of a political party, candidate for political office, or anyone else acting in an official capacity, in order to obtain, retain or direct business or obtain any improper advantage, in violation of the United States Foreign Corrupt Practices Act of 1977.

4.25 Corporate Structure. On the Closing Date, the Credit Parties’ ownership interests are as set forth in the Disclosure Schedule.

4.26 Healthcare Matters.

(a) Compliance with Health Care Laws. Each Credit Party and each of their respective Subsidiaries is as of the Closing Date, and at all times during the three calendar years immediately preceding the Closing Date has been, in material compliance with all Health Care Laws and requirements of Third Party Payor Programs applicable to it, its assets, business or operations. As of the Closing Date, to the Credit Parties’ knowledge, no circumstance exists or event has occurred which could reasonably be expected to result in a material violation of any Health Care Law or any requirement of any Third Party Payor Program.

(b) Health Care Permits. Each Credit Party and each of their respective Subsidiaries holds as of the Closing Date, and at all times during the three calendar years immediately preceding the Closing Date has held, all Health Care Permits necessary for it to own, lease, sublease or operate its assets or to conduct its business or operations as presently conducted (including to participate in and obtain reimbursement under all Third Party Payor Programs in which such Persons participate). All such Health Care Permits are, and at all times during the three calendar years immediately preceding the Closing Date have been, in full force and effect and there is and has been no material default under, violation of, or other material noncompliance with the terms and conditions of any such Health Care Permit. As of the Closing Date, to the knowledge of each Credit Party, no condition exists or event has occurred which, in itself or with the giving of notice or lapse of time or both, has resulted or would reasonably be expected to result in the suspension, revocation, termination, restriction, limitation, modification or non-renewal of any Health Care Permit. As of the Closing Date, no Governmental Authority has taken, or to the knowledge of any Credit Party intends to take, action to suspend, revoke, terminate, place on

probation, restrict, limit, modify or not renew any Health Care Permit of any Credit Party or any Subsidiary of any Credit Party.

(c) Third Party Payor Authorizations. Each Credit Party and each of their respective Subsidiaries holds as of the Closing Date, in full force and effect, all Third Party Payor Authorizations necessary to participate in and be reimbursed by all Third Party Payor Programs in which any Credit Party or any Subsidiary of any Credit Party participates. As of the Closing Date, there is no investigation, audit, claim review, or other action pending, or to the knowledge of any Credit Party, threatened, which could result in a suspension, revocation, termination, restriction, limitation, modification or non-renewal of any Third Party Payor Authorization or result in any Credit Party's or any of their Subsidiaries' exclusion from any Third Party Payor Program.

(d) Licensed Personnel. As of the Closing Date, to the knowledge of each Credit Party, the Licensed Personnel have complied and currently are in compliance with all applicable Health Care Laws, and hold and, at all times that such Persons have been Licensed Personnel of any Credit Party or any Subsidiary of any Credit Party, have held, all professional licenses and other Health Care Permits and all Third Party Payor Authorizations required in the performance of such Licensed Personnel's duties for such Credit Party or such Subsidiary, and, each such Health Care Permit and Third Party Payor Authorization is in full force and effect and, to the knowledge of each Credit Party, no suspension, revocation, termination, impairment, modification or non-renewal of any such Permit or Third Party Payor Authorization is pending or threatened, in each case, except to the extent the failure to so hold or maintain such Health Care Permit or Third Party Payor Authorization, in the aggregate, would not reasonably be expected to have a Material Adverse Effect.

(e) Licenses. Each Credit Party has obtained and maintains licenses in good standing and without limitation or impairment by all applicable licensing organizations, to the extent prudent and customary in the industry in which it is engaged or required by law (including any foreign law or equivalent regulation), except where the failure to have or maintain such licensure in good standing or imposition of limitation or impairment would not reasonably be expected to have, in the aggregate, a Material Adverse Effect.

(f) Proceedings; Audits. As of the Closing Date, there are no pending (or, to the knowledge of any Credit Party, threatened) Proceedings against or affecting any Credit Party or any Subsidiary of any Credit Party or, to the knowledge of any Credit Party, any Licensed Personnel, relating to any actual or alleged non-compliance with any Health Care Law or requirement of any Third Party Payor Program other than those Proceedings that would not reasonably be expected to have, in the aggregate, a Material Adverse Effect. As of the Closing Date, to the knowledge of any Credit Party, there are no facts, circumstances or conditions that would reasonably be expected to form the basis for any such Proceeding against or affecting any Credit Party or any Subsidiary of any Credit Party or, to the knowledge of any Credit Party, any Licensed Personnel. As of the Closing Date, there currently exist no restrictions, deficiencies, required plans of correction or other such remedial measures with respect to any Health Care Permit of any Credit Party or any Subsidiary of any Credit Party, or any of their participation in any Third Party Payor Program. Without limiting the foregoing, as of the Closing Date, no validation review, program integrity review, audit or other investigation related to any Credit Party or any Subsidiary of any Credit Party or their respective operations, or the consummation of the

transactions contemplated in the Loan Documents or related to the Collateral (i) to the knowledge of any Credit Party, has been conducted by or on behalf of any Governmental Authority, or (ii) is scheduled, pending or, to the knowledge of any Credit Party, threatened, in each case, other than those that would not reasonably be expected to have, in the aggregate, a Material Adverse Effect.

(g) Overpayments. As of the Closing Date, no Credit Party and no Subsidiary of any Credit Party (i) has retained an overpayment received from, or failed to refund any amount due to, any Third Party Payor in violation of any Health Care Law or contract; and (ii) except for claims adjustments and repayments to the applicable Medicare Administration Contractor or Third Party Payor claims system in the ordinary course of patient claims management, has received notice of, or has knowledge of, any overpayment or refunds due to any Third Party Payor.

(h) Material Statements. No Credit Party and no Subsidiary of any Credit Party, nor to the knowledge of any Credit Party, any officer, affiliate, employee or agent of any Credit Party or any Subsidiary of any Credit Party, has made an untrue statement of a material fact or fraudulent statement to any Governmental Authority, failed to disclose a material fact that must be disclosed to any Governmental Authority, or committed an act, made a statement or failed to make a statement that, at the time such statement, disclosure or failure to disclose occurred, would reasonably be expected to constitute a violation of any Health Care Law and have a Material Adverse Effect.

(i) Prohibited Transactions. No Credit Party and no Subsidiary of any Credit Party, nor any officer, affiliate, employee or agent of any Credit Party or any Subsidiary of any Credit Party, directly or indirectly, has (i) offered or paid or solicited or received any remuneration, in cash or in kind, or made any financial arrangements, in violation of any Health Care Law; (ii) given or agreed to give, or is aware that there has been made or that there is any agreement to make, any gift or gratuitous payment of any kind, nature or description (whether in money, property or services) in violation of any Health Care Law; (iii) made or agreed to make, or is aware that there has been made or that there is any agreement to make, any contribution, payment or gift of funds or property to, or for the private use of, any governmental official, employee or agent where either the contribution, payment or gift or the purpose of such contribution, payment or gift is or was illegal under the laws of any Governmental Authority having jurisdiction over such payment, contribution or gift; (iv) established or maintained any unrecorded fund or asset for any purpose or made any misleading, false or artificial entries on any of its books or records for any reason; or (v) made, or agreed to make, or is aware that there has been made or that there is any agreement to make, any payment to any person with the intention or understanding that any part of such payment would be in violation of any Health Care Law or used or was given for any purpose other than that described in the documents supporting such payment. To the knowledge of each Credit Party, no person has filed or has threatened to file against any Credit Party or any of their Affiliates an action under any federal or state whistleblower statute, including without limitation, under the False Claims Act of 1863 (31 U.S.C. § 3729 et seq.).

(j) Exclusion. No Credit Party and no Subsidiary of any Credit Party, nor any owner, officer, director, partner, agent, managing employee or Person with a “direct or indirect ownership interest” (as that phrase is defined in 42 C.F.R. § 420.201) in any Credit Party or any Subsidiary of any Credit Party, nor, to the knowledge of any Credit Party, any Licensed Personnel

of any Credit Party or any Subsidiary of any Credit Party, has been (or, has been threatened to be) (i) excluded from any Third Party Payor Program pursuant to 42 U.S.C. § 1320a-7 and related regulations, (ii) “suspended” or “debarred” from selling products to the U.S. government or its agencies pursuant to the Federal Acquisition Regulation, relating to debarment and suspension applicable to federal government agencies generally (42 C.F.R. Subpart 9.4), or other applicable laws or regulations, (iii) debarred, disqualified, suspended or excluded from participation in any Third Party Payor Program or is listed on the General Services Administration list of excluded parties, nor is any such debarment, disqualification, suspension or exclusion threatened or pending, or (iv) made a party to any other action by any Governmental Authority that may prohibit it from selling products or providing services to any governmental or other purchaser pursuant to any federal, state or local laws or regulations.

(k) Corporate Integrity Agreement. No Credit Party and no Subsidiary of any Credit Party, nor, to the knowledge of any Credit Party, any owner, officer, director, partner, agent, managing employee or Person with a “direct or indirect ownership interest” (as that phrase is defined in 42 C.F.R. §1001.1001) in any Credit Party or any Subsidiary of any Credit Party is a party to, or bound by, any order, individual integrity agreement, corporate integrity agreement, corporate compliance agreement, deferred prosecution agreement, or other formal or informal agreement with any Governmental Authority concerning compliance with Health Care Laws.

## ARTICLE V

### AFFIRMATIVE COVENANTS

So long as any Obligations shall remain outstanding, unless Lender waives compliance in writing:

5.01 Financial Statements. Borrowers shall deliver to Lender, in form and detail satisfactory to Lender:

(a) as soon as available, but not later than one hundred twenty (120) days after the end of each fiscal year, (i) a copy of the consolidated balance sheet of Parent and its Subsidiaries as at the end of such year and the related consolidated statements of income or operations and cash flows for such year, setting forth in each case in comparative form the figures for the previous fiscal year, accompanied by the opinion of a nationally or regionally recognized independent public accounting firm reasonably acceptable to Lender (“Independent Auditor”) (Lender hereby agrees that Moss Adams LLP is acceptable to Lender to serve as the Independent Auditor) which opinion shall state that such consolidated financial statements present fairly the financial position for the periods indicated in accordance with GAAP applied on a basis consistent in all material respects with prior years (except as otherwise disclosed in the financial statements), (ii) a copy of the consolidated balance sheet of Sunnyside and its Subsidiaries as at the end of such year and the related consolidated statements of income or operations and cash flows for such year, setting forth in each case in comparative form the figures for the previous fiscal year, accompanied by the opinion of the Independent Auditor, which opinion shall state that such consolidated financial statements present fairly the financial position for the periods indicated in accordance with GAAP applied on a basis consistent in all material respects with prior years (except as otherwise disclosed in the financial statements), (iii) a copy of the consolidated balance sheet of

Intermediate Holdco and its Subsidiaries as at the end of such year and the related consolidated statements of income or operations and cash flows for such year, setting forth in each case in comparative form the figures for the previous fiscal year, accompanied by the opinion of the Independent Auditor, which opinion shall state that such consolidated financial statements present fairly the financial position for the periods indicated in accordance with GAAP applied on a basis consistent in all material respects with prior years (except as otherwise disclosed in the financial statements), and (iv) a completed Compliance Certificate executed by a Responsible Officer of Parent. Such opinion shall not be qualified or limited by a “going concern” or like qualification because of a limited or restricted examination by the Independent Auditor of any material portion of the records of any Credit Party or its Subsidiaries other than any qualification or limitation that is expressly with respect to, or expressly resulting from, an upcoming maturity under any Indebtedness of Borrowers under this Agreement;

(b) as soon as available, but not later than thirty (30) days after the end of each fiscal quarter, copies of (i) the unaudited consolidated balance sheet of Parent and its Subsidiaries as of the end of such fiscal quarter, and (ii) the related consolidated statements of income and cash flows for the period commencing on the first day and ending on the last day of such fiscal quarter, in each case subject to audit, normal year-end adjustments and the absence of footnotes;

(c) as soon as available, but not later than thirty (30) days after the end of each fiscal quarter, copies of (i) the unaudited consolidated balance sheet of Sunnyside and its Subsidiaries as of the end of such fiscal quarter, and (ii) the related consolidated statements of income and cash flows for the period commencing on the first day and ending on the last day of such fiscal quarter, in each case subject to audit, normal year-end adjustments and the absence of footnotes;

(d) as soon as available, but not later than forty-five (45) days after the end of each fiscal quarter, copies of (i) the unaudited consolidated balance sheet of Intermediate Holdco and its Subsidiaries as of the end of such fiscal quarter, and (ii) the related consolidated statements of income and cash flows for the period commencing on the first day and ending on the last day of such fiscal quarter, in each case subject to audit, normal year-end adjustments and the absence of footnotes;

(e) as soon as available, but not later than forty-five (45) days after the end of each fiscal quarter, copies of (i) the unaudited balance sheet Sunnyside as of the end of such fiscal quarter, and (ii) the related statements of income and cash flows for the period commencing on the first day and ending on the last day of such fiscal quarter, in each case subject to audit, normal year-end adjustments and the absence of footnotes;

(f) as soon as available, but not later than thirty (30) days after the end of each fiscal quarter, a Compliance Certificate, executed by a Responsible Officer;

(g) as soon as available, but not later than twenty (20) business days after the end of each calendar month, copies of (i) the unaudited balance sheet of each of Sunnyside and Intermediate Holdco as of the end of such month, and (ii) the related statements of income and cash flows for the period commencing on the first day and ending on the last day of such month, in each case subject to audit, normal year-end adjustments and the absence of footnotes;

(h) as soon as available, but not later than twenty (20) business days after the end of each calendar month, (A) an operating report, in substantially the form of Exhibit C hereto, with respect to Sunnyside for the period commencing on the first day and ending on the last day of such month, and (B) an operating report detailing by physician revenue statistics produced for Sunnyside;

(i) as soon as available, but not later than twenty (20) business days after the end of each calendar month, (A) an operating report, in substantially the form of Exhibit C hereto, with respect to Intermediate Holdco for the period commencing on the first day and ending on the last day of such month, and (B) an operating report detailing by physician revenue statistics produced for Intermediate Holdco;

(j) as soon as available, but not later than twenty (20) days after the end of each calendar month, for each of Sunnyside and its Subsidiaries and Toppenish and its Subsidiaries (A) an accounts receivable aging report as of the last day of such month, and (B) an accounts payable aging report as of the last day of such month;

(k) as soon as available, but not later than but not later than December \_\_, 2020 for the calendar year ending December 31, 2021 and forty-five (45) days prior to the end of the calendar year for all years commencing after January 1, 2021, separate projections of the financial statements of each of Parent and its Subsidiaries, Sunnyside and its Subsidiaries and Intermediate Holdco and its Subsidiaries, including monthly projected balance sheet and statement of income and cash flow and unrestricted cash balances, which projections shall (i) state the material assumptions used in the preparation thereof, (ii) with respect to Sunnyside and Toppenish, provide operating statistics and departmental information as per Exhibit C, and (iii) contain such other information as reasonably requested by Lender; and

(l) as soon as available, but not later than December \_\_, 2020 for the calendar year ending December 31, 2021 and forty-five (45) days prior to the end of the calendar year for all years commencing after January 1, 2021, a detailed capital expenditures plan for each of Parent and its Subsidiaries, Sunnyside and its Subsidiaries and Intermediate Holdco and its Subsidiaries.

5.02 Certificates; Other Information. Borrowers shall furnish to Lender:

(a) concurrently with the delivery of the financial statements referred to in **Sections 5.01(a)** and **(b)**, a Compliance Certificate executed by a Responsible Officer of Parent;

(b) promptly upon receipt thereof, copies of any reports submitted by the Credit Parties' certified public accountants in connection with each annual, interim or special audit or review of any type of the financial statements or internal control systems of any Credit Party made by such accountants, including any comment letters submitted by such accountants to management of any Credit Party in connection with their services; and

(c) promptly, such additional information regarding the business, financial or corporate affairs of the Credit Parties or regarding any of the Collateral as Lender may from time to time reasonably request.

5.03 Notices. Parent shall promptly notify Lender (and in no event later than five (5) Business Days after the chief executive officer, executive or senior vice president, chief financial officer, controller, or chief legal officer of any Credit Party becomes aware thereof):

(a) of the occurrence of any Default or Event of Default;

(b) of (i) any breach or non-performance of, or any default under, any Contractual Obligation of any Credit Party which could reasonably be expected to result in a Material Adverse Effect, or (ii) any dispute, litigation, investigation, proceeding or suspension which to the knowledge of any Credit Party exist at any time between any Credit Party or any of its Subsidiaries and any Governmental Authority which, if adversely determined, could reasonably be expected to result in a Material Adverse Effect;

(c) of the commencement of, or any material development in, any litigation or proceeding affecting any Credit Party or any of its Subsidiaries (i) in which the amount of damages claimed exceeds One Hundred Thousand Dollars (\$100,000) (or its equivalent in another currency or currencies) in excess of any applicable insurance coverage, (ii) in which injunctive or similar relief is sought and which, if adversely determined, would reasonably be expected to have a Material Adverse Effect, or (iii) in which the relief sought is an injunction or other stay of the performance of this Agreement or any Loan Document;

(d) the occurrence of any casualty loss, or of the actual or threatened commencement of any condemnation or eminent domain proceeding, affecting any of their properties if the amount of the loss or the value of the property being condemned exceeds One Million Dollars (\$1,000,000);

(e) of (i) (A) the receipt by any Credit Party of any notice of violation of or potential liability or similar notice under Environmental Law, (B) the occurrence of any unpermitted Releases, (C) the existence of any condition that could reasonably be expected to result in violations of or liabilities under, any Environmental Law or (D) the commencement of, or any material change to, any action, investigation, suit, proceeding, audit, claim, demand, dispute alleging a violation of or liability under any Environmental Law which in the case of clauses (A), (B), (C), and (D) above, in the aggregate for all such clauses, would reasonably be expected to result in Material Environmental Liabilities of such Credit Party, (ii) the receipt by any Credit Party of notification that any Property of any Credit Party is subject to any Lien (other than a Permitted Lien) in favor of any Governmental Authority securing, in whole or in part, Environmental Liabilities and (iii) any proposed acquisition or lease of Property, if such acquisition or lease would have a reasonable likelihood of resulting in Material Environmental Liabilities of the Credit Party proposing to acquire or lease the Property;

(f) of any material change in accounting policies or financial reporting practices by any Credit Party or any of its consolidated Subsidiaries;

(g) any labor controversy resulting in or threatening to result in any strike, work stoppage, boycott, shutdown or other labor disruption against or involving any Credit Party or any Subsidiary of any Credit Party if the same would reasonably be expected to have, either individually or in the aggregate, a Material Adverse Effect; and

(h) (1) the voluntary disclosure by any Credit Party or any Subsidiary of any Credit Party to the Office of the Inspector General of the United States Department of Health and Human Services, any Third Party Payor Program (including to any intermediary, carrier or contractor of such Program), of an actual or potential overpayment matter involving the submission of claims to a Third Party Payor in an amount greater than Two Hundred Fifty Thousand Dollars (\$250,000); (2) that any Credit Party or any Subsidiary of any Credit Party, an owner, officer, manager, employee or Person with a “direct or indirect ownership interest” (as that phrase is defined in 42 C.F.R. §420.201) in any Credit Party or any Subsidiary of any Credit Party: (A) has had a civil monetary penalty assessed against him or her pursuant to 42 U.S.C. §1320a-7a or is the subject of a proceeding seeking to assess such penalty; (B) has been excluded from participation in a Federal Health Care Program (as that term is defined in 42 U.S.C. §1320a-7b) or is the subject of a proceeding seeking to assess such penalty; (C) has been convicted (as that term is defined in 42 C.F.R. § 1001.2) of any of those offenses described in 42 U.S.C. §1320a-7b or 18 U.S.C. §§669, 1035, 1347, 1518; or (D) has been named in a U.S. Attorney complaint made or any other action taken pursuant to the False Claims Act under 31 U.S.C. §§3729-3731 or in any qui tam action brought pursuant to 31 U.S.C. §3729 et seq.; (3) receipt by any Credit Party or any Subsidiary of any Credit Party of any written notice or written communication from an accrediting organization that such Person is in immediate jeopardy of losing its accreditation due to a failure to comply with a plan of correction; (4) any findings by a governmental agency of material licensure violations or fraudulent acts or omissions involving any Credit Party or any Subsidiary of any Credit Party, or, to the knowledge of any Credit Party, any Licensed Personnel; (5) the pending or threatened in writing imposition of any material fine or penalty by any Governmental Authority under any Health Care Law against any Credit Party or any Subsidiary of any Credit Party, or, to the knowledge of any Credit Party, any Licensed Personnel; and (6) notice of the occurrence of any reportable event as defined in any corporate integrity agreement, corporate compliance agreement or deferred prosecution agreement pursuant to which any Credit Party or any Subsidiary of any Credit Party has to make a submission to any Governmental Authority or other Person under the terms of such agreement, if any.

Each notice under this Section shall be accompanied by a written statement by a Responsible Officer setting forth details of the occurrence referred to therein, and stating what action the Credit Party or any affected Subsidiary proposes to take with respect thereto.

5.04 Preservation of Corporate Existence, Etc. Each Credit Party shall, and each Credit Party shall cause each Subsidiary of such Credit Party to:

(a) preserve and maintain in full force and effect its existence and good standing under the laws of its state or jurisdiction of formation or incorporation;

(b) preserve and maintain in full force and effect all material governmental rights, privileges, qualifications, permits, licenses and franchises necessary or desirable in the normal conduct of its business except as would not reasonably be expected to have, either individually or in the aggregate, a Material Adverse Effect;

(c) use reasonable efforts, in the ordinary course of business, to preserve its business organization and goodwill; and

(d) preserve or renew all of its registered patents, trademarks, trade names and service marks, the non-preservation of which could reasonably be expected to have a Material Adverse Effect.

5.05 Maintenance of Property. Each Credit Party shall maintain, and shall cause each Subsidiary to maintain, and preserve all its property which is used or useful in its business in good working order and condition, ordinary wear and tear excepted and make all necessary repairs thereto and renewals and replacements thereof except where the failure to do so could not reasonably be expected to have a Material Adverse Effect.

5.06 Insurance. In addition to insurance requirements set forth in the Collateral Documents, each Credit Party shall maintain, and shall cause each of its Subsidiaries to maintain, with financially sound independent insurers having an A.M. Best rating of "A-" or better (or such other rating as Lender may approve in its discretion), insurance with respect to its properties and business against loss or damage of the kinds within the coverage ranges customarily insured against by Persons engaged in the same or similar business, of such types and in such amounts as are customarily carried under similar circumstances by such other Persons, including workers' compensation insurance, public liability and property and casualty insurance, all in form, substance and content reasonably acceptable to Lender. If requested by Lender, all such insurance policies shall name Lender as lender's loss payee, mortgagee or as additional insured, as its interests may appear. Upon request of Lender, Borrowers shall furnish Lender, at reasonable intervals (but not more than once per calendar year) a certificate of a Responsible Officer of Borrowers (and, if requested by Lender, any insurance broker of Borrowers) setting forth the nature and extent of all insurance maintained by each Credit Party and its respective Subsidiaries in accordance with this Section or any Collateral Documents (and which, in the case of a certificate of a broker, were placed through such broker).

5.07 Payment of Obligations. Each Credit Party shall, and shall cause each Subsidiary to, pay and discharge before the same become delinquent, all their respective obligations and liabilities, including:

(a) all tax liabilities, assessments and governmental charges or levies upon it or its properties or assets, unless the same are being contested in good faith by appropriate proceedings and adequate reserves in accordance with GAAP are being maintained by the Credit Party or such Subsidiary;

(b) unless the same are being contested in good faith by appropriate proceedings and adequate reserves in accordance with GAAP are being maintained by the Credit Party or such Subsidiary, all Indebtedness, as and when due and payable, but subject to any subordination provisions contained in any instrument or agreement evidencing such Indebtedness; and

(c) the performance of all obligations under any Contractual Obligation to such Credit Party or any of its Subsidiaries is bound, or to which it or any of its Property is subject, including the Related Agreements, except where the failure to perform would not reasonably be expected to have, either individually or in the aggregate, a Material Adverse Effect; and

(d) payments to the extent necessary to avoid the imposition of a Lien with respect to, or the involuntary termination of any underfunded Benefit Plan.

5.08 Compliance with Laws. Each Credit Party shall comply, and shall cause each of its Subsidiaries to comply, in all material respects with all Requirements of Law of any Governmental Authority having jurisdiction over it or its business (including the Federal Fair Labor Standards Act), except such as may be contested in good faith or as to which a bona fide dispute may exist, including those laws and regulations relating to licensing, environmental, consumer credit, truth-in-lending, ERISA and labor matters.

5.09 Compliance with ERISA. Except where the failure to do so would not reasonably be expected to cause a Material Adverse Effect, each Credit Party shall, and shall cause each of its ERISA Affiliates to: (a) maintain each Plan in compliance in all material respects with the applicable provisions of ERISA, the Code and other federal or state law; (b) cause each Benefit Plan which is qualified under Section 401(a) of the Code to maintain such qualification; and (c) make all required contributions to any Plan subject to Section 412 of the Code.

5.10 Inspection of Property and Books and Records. Each Credit Party shall maintain and shall cause each Subsidiary to maintain proper books of record and account, in which full, true and correct entries shall be made of all financial transactions and matters involving the assets and business of the Credit Party and Subsidiary to the extent necessary to maintain books and records in conformity with GAAP consistently applied. Each Credit Party shall permit, and shall cause each Subsidiary to permit, representatives and independent contractors of Lender to visit any of their respective properties to examine such property or any corporate, financial and operating records, and make copies thereof or abstracts therefrom, and to discuss their respective affairs, finances and accounts with their respective directors, officers, and independent public accountants, which shall be at the expense of Lender, and at such reasonable times during normal business hours and as often as may be reasonably desired, upon reasonable advance notice to the Credit Party; provided, that when an Event of Default exists Lender may do any of the foregoing at the expense of the Credit Party at any time during normal business hours and without advance notice. Lender has no duty to examine, audit or copy any Credit Party's or any Subsidiary's books and records and Lender shall not incur any obligation or liability by reason of not making any such examination or inquiry. If Lender examines, audits or copies books and records, Lender will be acting solely for the purposes of protecting its security and preserving its rights under this Agreement. Neither any Credit Party nor any other party is entitled to rely on any examination or other inquiry by Lender. Lender owes no duty of care to protect any Credit Party or any other party against, or to inform Borrowers or any other party of, any adverse condition that may be observed as affecting the Credit Party or any Subsidiary. Lender may in its discretion disclose to the Credit Party or such other party to the extent permitted under the confidentiality provisions set forth in Section 9.09, any findings made as a result of, or in connection with, any inspection of the Credit Party's books and records.

5.11 Environmental Laws. Each Credit Party shall, and shall cause each of its Subsidiaries to, comply with, and maintain its properties, whether owned, leased, subleased or otherwise operated or occupied, in compliance with, all applicable Environmental Laws (including by implementing any Remedial Action necessary to achieve such compliance) or that is required

by orders and directives of any Governmental Authority except where the failure to comply would not reasonably be expected to, individually or in the aggregate, result in a Material Adverse Effect.

5.12 Use of Proceeds. Borrowers shall use the proceeds of the Loan solely for funding the repayment in full of the Existing Indebtedness, and shall provide such additional amounts from its own funds as may be necessary to cause the Existing Indebtedness to be repaid in full.

5.13 Further Assurances. Promptly upon request by Lender, each Credit Party shall (and shall cause any of its Subsidiaries to) do, execute, acknowledge, deliver, record, re-record, file, refile, register and reregister, any and all such further acts, deeds, conveyances, security agreements, mortgages, assignments, estoppel certificates, financing statements and continuations thereof, termination statements, notices of assignment, transfers, certificates, assurances and other instruments Lender may reasonably require from time to time in order (a) to carry out more effectively the purposes of this Agreement or any other Loan Document, (b) to subject to the Liens created by any of the Collateral Documents any of the properties, rights or interests covered by any of the Collateral Documents, (c) to perfect and maintain the validity, effectiveness and priority of any of the Collateral Documents and the Liens intended to be created thereby, and (d) to better assure, convey, grant, assign, transfer, preserve, protect and confirm to Lender the rights granted or now or hereafter intended to be granted to Lender under any Loan Document or under any other document executed in connection therewith.

5.14 Cash Management Systems. At all times, Borrowers shall cause each Depository Account (other than an Excluded Depository Account or a Governmental Account), maintained for the benefit of any Credit Party, to at all times be subject to an Account Control Agreement. With respect to each Governmental Account, each Credit Party shall enter into, and cause each applicable depository to enter into, a “sweep” agreement (a “Sweep Agreement”) with respect to such Governmental Account pursuant to which such depository will agree to sweep amounts deposited therein on daily basis to a Non-Governmental Account of the Credit Party, as and when funds clear and become available in accordance with such depository’s customary procedures, each with such financial institution and each in form and substance reasonably acceptable to Lender. No Credit Party may change any sweep instruction set forth in such Sweep Agreement without the prior written consent of Lender. Lender agrees and confirms that the Credit Party will have dominion and “control” (within the meaning of Section 9-104 of the UCC) over each Governmental Account and all funds therein and Lender disclaims any right of any nature whatsoever to control or otherwise direct or make any claim against the funds held in any Governmental Account from time to time

5.15 Compliance with Health Care Laws. Each Credit Party and each of their respective Subsidiaries shall (i) obtain, maintain and preserve, and cause each of its Subsidiaries to obtain, maintain and preserve, and take all necessary action to timely renew, all material Health Care Permits (including, as applicable, Health Care Permits necessary for it to be eligible to receive payment and compensation from and to participate in Medicare, Medicaid or any other Third Party Payor programs) which are necessary or useful in the proper conduct of its business; (ii) be and remain in material compliance with all requirements for participation in, and for licensure required to provide the goods or services that are reimbursable under, Medicare, Medicaid and other Third Party Payor Programs; (iii) cause all Licensed Personnel to comply with all applicable Health Care Laws in the performance of their duties to or for any Credit Party or any Subsidiary of any Credit

Party, and to maintain in full force and effect all professional licenses and other Health Care Permits required to perform such duties; and (iv) keep and maintain all records required to be maintained by any Governmental Authority or otherwise under any Health Care Law.

5.16 Board Observers. Lender shall have the right to designate one (1) observer who shall be entitled to attend all meetings of the Board of Directors of Parent (the “Board”) and receive copies of all notices, minutes, consents and other materials provided to the Board and copies of notices, minutes, consents and other materials provided to the Board of Directors of each of Sunnyside, Intermediate Holdco and Toppenish, *provided* that such observer shall have no voting rights with respect to actions taken or elected not to be taken by the Board; and *further provided* such observer shall agree to hold in confidence all information so provided, except that the observer may provide such information to Lender, its officers, directors and advisors under a similar obligation of confidentiality; and that the Parent reserves the right to withhold any information and to exclude such observer from any meeting or portion thereof if upon advice of legal counsel, the Board reasonably and in good faith determines that (i) access to such information or attendance at such meeting could adversely affect the attorney-client privilege between Parent and its counsel, (ii) the matters to be discussed at such meeting relate directly and substantially to any matter in which both Parent and Lender have a material business or financial interest (other than solely by reason of Lender’s rights and interests under this Agreement) or such matter creates a conflict of interest for Lender, or (iii) if access to such information or attendance at such meeting could result in the loss of trade secret status as a result of disclosure to Lender. Such observer may participate in discussions of matters brought to the Board and may address the Board with respect to Lender’s concerns regarding business issues facing the Covered Parties. The observer right set forth herein shall not be assignable or transferable by Lender without the prior consent of the Board.

5.17 Senior Management Meetings. Not less than once per calendar quarter, and, if circumstances warrant, at other times during normal business hours as Lender may reasonably request, the Chief Executive Officer, Chief Financial Officer and other senior leaders of Parent as Lender may request shall meet with the Chief Executive Officer of Lender or such Chief Executive Officer’s designee(s) to discuss the financial situation of Borrowers, the status of Borrowers’ strategic plan, performance to budget and such other topics as Lender may determine. Any and all such meetings may be conducted by telephone, video conference or other means of simultaneous communication so long as each of the persons attending can hear each of the other persons attending the meeting.

## ARTICLE VI

### NEGATIVE AND FINANCIAL COVENANTS

So long as the Loan shall remain outstanding, unless Lender waives compliance in writing:

6.01 Limitation on Liens. No Credit Party shall, directly or indirectly, make, create, incur, assume or suffer to exist any Lien upon or with respect to any part of its property, whether now owned or hereafter acquired, other than the following (“Permitted Liens”):

- (a) easements, rights-of-way, and similar typical real estate encumbrances on real property owned by any Credit Party;
- (b) any other Lien existing on the Closing Date and set forth in the Disclosure Schedule;
- (c) security interests in equipment and Capital Lease Obligations affecting equipment incurred in the ordinary course of business;
- (d) any Lien created under any Loan Document;
- (e) Liens for taxes, fees, assessments or other governmental charges which are not delinquent or remain payable without penalty, or to the extent that non-payment thereof is permitted by this Agreement;
- (f) carriers', warehousemen's, mechanics', landlords', materialmen's, repairmen's or other similar Liens arising in the ordinary course of business which are not delinquent or remain payable without penalty or which are being contested in good faith and by appropriate proceedings diligently prosecuted, which proceedings have the effect of preventing the forfeiture or sale of the property subject thereto and for which adequate reserves in accordance with GAAP are being maintained;
- (g) Liens consisting of pledges or deposits required in the ordinary course of business in connection with workers' compensation, unemployment insurance and other social security legislation;
- (h) Liens securing (i) the non-delinquent performance of bids, trade contracts (other than for borrowed money), leases or statutory obligations, (ii) contingent obligations on surety and appeal bonds, and (iii) other non-delinquent obligations of a like nature; in each case, incurred in the ordinary course of business;
- (i) Liens consisting of judgment or judicial attachment liens that do not constitute an Event of Default;
- (j) any interest or title of a lessor or sublessor under any lease permitted by this Agreement;
- (k) Liens arising from the filing of precautionary uniform commercial code financing statements with respect to any lease permitted by this Agreement;
- (l) Liens in favor of collecting banks arising by operation of law under Section 4-210 of the Uniform Commercial Code or, with respect to collecting banks located in the State of New York, under 4-208 of the Uniform Commercial Code;
- (m) Liens (including the right of set-off) in favor of a bank or other depository institution arising as a matter of law encumbering deposits;

(n) Liens securing Permitted Working Capital Indebtedness covering accounts receivable and certain related assets and proceeds thereof;

(o) any other Liens so long as the aggregate amount secured thereby does not exceed for all Credit Parties in the aggregate \$100,000 outstanding at any particular time; and

(p) extensions, renewals, or replacements of any Lien referred to in subsection (b) of this Section; provided that the principal amount of the Indebtedness secured thereby is not increased and that any such extension, renewal or replacement is limited to the assets originally encumbered thereby.

6.02 Disposition of Assets. No Credit Party shall, directly or indirectly, sell, assign, lease, convey, transfer or otherwise dispose of (whether in one or a series of transactions) any of its accounts in any bulk transaction, its primary line of business or operating assets, or substantially all its assets. No Credit Party shall make any disposition of assets outside the ordinary course of business unless such disposition is disposed of in an arm's length transaction on fair-market terms and the proceeds from such sale shall be delivered to Lender for application to the Obligations in accordance with **Section 2.4.**

6.03 Formation of Subsidiaries; Consolidations and Mergers. No Credit Party shall form any Subsidiary without the prior written consent of Lender. No Credit Party shall merge or consolidate with or into any Person, sell, transfer or issue any membership or other equity interest to any Person, or take any action resulting in any Person having the right to appoint a majority of any Credit Party's board of directors or similar governing body..

6.04 Acquisitions; Investments. No Credit Party shall purchase or acquire any real property or personal property other than purchases of personal property necessary to the Credit Parties in the ordinary course of operating its business. No Credit Party shall make any loans to or guaranty any Indebtedness or provide any collateral security for any Indebtedness of any Person, other than the Indebtedness incurred under this Agreement or purchase any shares of any class of capital stock or any membership interest or other equity investment or purchase, in any Person.

6.05 Limitation on Indebtedness. No Credit Party shall create, incur, assume, suffer to exist, or otherwise become or remain directly or indirectly liable with respect to, any Indebtedness, except:

- (a) The Obligations;
- (b) Indebtedness existing on the Closing Date and set forth on the Disclosure Schedule; and
- (c) Unsecured intercompany Indebtedness not prohibited by this Agreement.

6.06 Transactions with Affiliates. No Credit Party shall directly or indirectly enter into any transaction with any other Credit Party or any Affiliate of any Credit Party, except for transactions that are in the ordinary course of such Credit Party's business, including intercompany transactions among Credit Parties and their Affiliates.

6.07 Use of Proceeds. No Credit Party shall use any portion of the proceeds of the Loan directly or indirectly, (a) to purchase or carry Margin Stock, (b) to repay or otherwise refinance indebtedness of any Credit Party or others incurred to purchase or carry Margin Stock, (c) to extend credit for the purpose of purchasing or carrying any Margin Stock, or (d) to acquire any security in any transaction that is subject to Section 13 or 14 of the Exchange Act.

6.08 Restricted Payments. No Credit Party shall declare or make any dividend, payment, or other distribution of assets, properties, cash, rights, obligations, or securities on account of any shares of any class of its capital stock or any membership interest or other equity investment or purchase, redeem, or otherwise acquire for value any shares of its capital stock or any membership or other equity interest or any warrants, rights or options to acquire such shares or membership or other equity interest, now or hereafter outstanding (each a "Restricted Payment"); provided, however, that any wholly-owned Subsidiary of a Borrower may declare and pay dividends to such Borrower or any wholly-owned Subsidiary of such Borrower (or any Credit Party may make other payments or distributions to another Credit Party).

6.09 Compliance with ERISA. No ERISA Affiliate shall cause or suffer to exist (a) any event that could result in the imposition of a Lien on any asset of a Credit Party with respect to any Title IV Plan or Multiemployer Plan or (b) any other ERISA Event, that would, in the aggregate, have a Material Adverse Effect. No Credit Party shall cause or suffer to exist any event that could result in the imposition of a Lien with respect to any Benefit Plan.

6.10 Change in Business. No Credit Party shall engage in any line of business that is not healthcare related.

6.11 Accounting Changes. No Credit Party shall make any significant change in accounting treatment or reporting practices, except as required by GAAP, or change the fiscal year of such Credit Party or any of its Subsidiaries.

6.12 No Negative Pledges. No Credit Party shall directly or indirectly enter into, assume or become subject to any Contractual Obligation prohibiting or otherwise restricting the existence of any Lien upon any of its assets in favor of Lender.

6.13 Depository Account. No Credit Party shall open or maintain any Depository Account, other than an Excluded Depository Account, unless such Depository Account is subject to an Account Control Agreement in favor of Lender or a Sweep Agreement. Lender agrees that, unless an Event of Default shall have occurred and be continuing, the Credit Parties may withdraw or otherwise use funds in their Depository Accounts and that Lender will not exercise its right to control funds in any Depository Account except after the occurrence and during the continuance of an Event of Default.

6.14 OFAC; Patriot Act. No Credit Party shall fail to comply with the laws, regulations and executive orders referred to in Section 4.23 and Section 4.24.

6.15 Tax Issues. No Credit Party that is a non-profit corporation shall perform any act or enter into any agreement which shall adversely affect its federal income tax status as a Section 501(c)(3) organization and a public charity pursuant to Section 509(a), and each shall conduct its operations in the manner which will conform to the standards necessary to retain its status as a

Section 501(c)(3) organization and a public charity pursuant to Section 509(a). Borrowers shall immediately advise Lender in the event that any Credit Party shall have received a letter or other notification from the IRS indicating that its status as a Section 501(c)(3) organization or public charity pursuant to Section 509(a)(3) has been modified, limited or revoked.

6.16 Organization Documents. No Credit Party shall amend any of its Organization Documents without Lender's prior written consent.

6.17 Management Contracts. No Credit Party shall enter into, amend, extend or renew any management contract that provides any Person the right to manage all or a substantial portion of such Credit Party's business; provided, that employment agreements entered into in the Credit Party's ordinary course of business shall not be considered management contracts for purposes of this Section 6.17.

6.18 Financial Covenants.

(a) Maximum Days of Trade Accounts Payable. As of the last day of each calendar month, commencing with the month ended March 31, 2021, the amount of the Days of Trade Accounts Payable of the Credit Parties on a consolidated basis shall not exceed forty-five (45) days.

(b) Minimum EBITDA. As of each date listed below, the Credit Parties on a consolidated basis shall have EBITDA for the fiscal quarter ending on such date of not less than the amount set forth below.

<u>Applicable Date</u>	<u>Required EBITDA</u>
March 31, 2021	\$3,000,000
June 30, 2021 and the last day of each calendar quarter thereafter	\$3,500,000

(c) Minimum Days Cash on Hand. The Credit Parties on a consolidated basis, shall have for the Fiscal Quarter ending March 31, 2021 and on the last day of each Fiscal Quarter ending thereafter, Unrestricted Cash in the AHS Systems Accounts of not less than thirty (30) Days Cash on Hand.

(d) Quick Ratio. The Credit Parties on a consolidated basis shall at all times maintain a ratio of Quick Assets to Current Liabilities of at least 1.1 to 1.0.

(e) Current Ratio. The Credit Parties on a consolidated basis shall at all times maintain a ratio of Current Assets to Current Liabilities of at least 1.25 to 1.0.

## ARTICLE VII

### EVENTS OF DEFAULT

7.01 Event of Default. Any of the following shall constitute an "Event of Default":

(a) Non-Payment. Any Credit Party (i) fails to make payment on account of principal or interest on the Loan as and when the same is due and payable, or (ii) fails to make payment of any other amount owed to Lender under any Loan Document if such nonpayment continues for three (3) or more Business Days after the notice of such late payment is provided to such Credit Party; provided that Lender shall have no obligation to notify such Credit Party of any such late payment on more than one (1) occasion during any twelve-month period; or

(b) Representations and Warranties. Any representation or warranty by any Credit Party or any of its Subsidiaries made or deemed made herein, in any other Loan Document, or which is contained in any certificate, document or financial or other statement by such Credit Party, any of its Subsidiaries, or any Responsible Officer, furnished at any time under this Agreement, or in or under any other Loan Document, is incorrect in any material respect on or as of the date made or deemed made; or

(c) Breach of Certain Covenants. Any Credit Party fails to perform or observe any covenant set forth in Article VI or in **Sections 5.04, 5.06, 5.13 or 5.14**; or

(d) Other Defaults. Any Credit Party fails to perform or observe any term or covenant contained in this Agreement or any other Loan Document (other than those referred to in **Sections 7.01(a), (b), and (c)**) and, if such failure is by its nature capable of being cured or remedied, such failure shall not have been cured or remedied within ten (10) Business Days after the date the date upon which written notice thereof is given to the Credit Party by Lender; or

(e) Cross-Default. Any Credit Party or any of its Subsidiaries (A) fails to make any payment in respect of any Indebtedness (other than any Indebtedness that is subordinated to the Obligations and under the terms of such subordination, the holder thereof is precluded from exercising remedies) having an aggregate principal amount (including undrawn committed or available amounts and including amounts owing to all creditors under any combined or syndicated credit arrangement) of more than One Hundred Thousand Dollars (\$100,000) when due (whether by scheduled maturity, required prepayment, acceleration, demand, or otherwise) and such failure continues after the applicable grace or notice period, if any, specified in the relevant document on the date of such failure; or (B) fails to perform or observe any other condition or covenant, or any other event shall occur or condition exist, under any agreement or instrument relating to any such Indebtedness, and such failure continues after the applicable grace or notice period, if any, specified in the relevant document on the date of such failure if the effect of such failure, event or condition is to cause, or to permit the holder or holders of such Indebtedness or beneficiary or beneficiaries of such Indebtedness (or a trustee or agent on behalf of such holder or holders or beneficiary or beneficiaries) to cause such Indebtedness to be declared to be due and payable prior to its stated maturity; or

(f) Insolvency; Voluntary Proceedings. Other than matters addressed in the Plan, any Credit Party (i) generally fails to pay, or admits in writing its inability to pay, its debts as they become due, subject to applicable grace periods, if any, whether at stated maturity or otherwise; (ii) voluntarily ceases to conduct its business in the ordinary course; (iii) commences any Insolvency Proceeding with respect to itself; or (iv) takes any action to effectuate or authorize any of the foregoing; or

(g) Involuntary Proceedings. Other than matters addressed in the Plan, (i) any involuntary Insolvency Proceeding is commenced or filed against a Credit Party, or any writ, judgment, warrant of attachment, execution or similar process, is issued or levied against a substantial part of the properties of a Credit Party and any such proceeding or petition is not be dismissed, or such writ, judgment, warrant of attachment, execution or similar process is not be released, vacated or fully bonded within sixty (60) days after commencement, filing or levy; (ii) a Credit Party files an answer admitting the material allegations of a petition against it in any Insolvency Proceeding, or an order for relief (or similar order under non-U.S. law) is ordered in any Insolvency Proceeding; or (iii) a Credit Party acquiesces in the appointment of a receiver, trustee, custodian, conservator, liquidator, mortgagee in possession (or agent therefor), or other similar Person for itself or a substantial portion of its property or business; or

(h) Monetary Judgments. Other than matters addressed in the Plan, one or more non-interlocutory judgments, non-interlocutory orders, decrees or arbitration awards for the payment of money is entered against a Credit Party or any of its Subsidiaries involving in the aggregate a liability (to the extent not covered by independent third-party insurance as to which the insurer does not dispute coverage) as to any single or related series of transactions, incidents or conditions, of Twenty-Five Thousand Dollars (\$25,000) or more, and the same shall remain unsatisfied, unvacated and unstayed pending appeal for a period of ten (10) days after the entry thereof; or

(i) Non-Monetary Judgments. Other than matters addressed in the Plan, any non-monetary judgment, order or decree is entered against any Credit Party of any of its Subsidiaries which does or would reasonably be expected to have a Material Adverse Effect, and there shall be any period of thirty (30) consecutive days during which a stay of enforcement of such judgment or order, by reason of a pending appeal or otherwise, shall not be in effect; or

(j) Loss of Licenses. Any Governmental Authority revokes or fails to renew any material license, permit or franchise of any Credit Party if the result thereof prevents the Credit Party from being able to conduct its primary business; or

(k) Material Adverse Effect. There occurs a Material Adverse Effect; or

(l) Loan Documents. (i) any material provision of any Loan Document or any of the Loan Documents in its entirety shall for any reason cease to be valid and binding on or enforceable against any Credit Party or any Subsidiary party thereto or the Credit Party or any of its Subsidiaries shall so state in writing or bring an action to limit its obligations or liabilities thereunder; or (ii) any Collateral Document shall for any reason (other than pursuant to the terms thereof) cease to create a valid security interest in the Collateral purported to be covered thereby or such security interest shall for any reason cease to be a perfected security interest; or

(m) Guarantor Defaults. Any guaranty of the Obligations shall for any reason be revoked or invalidated, or otherwise cease to be in full force and effect (other than in accordance with its terms), or any guarantor, or any other Person shall contest in any manner the validity or enforceability thereof or deny that it has any further liability or obligation thereunder; or

(n) Change of Control. A Change of Control shall occur; or

(o) Damage; Casualty. Any event occurs, whether or not insured or insurable, as a result of which revenue producing activities cease or are substantially curtailed at Sunnyside Community Hospital and such cessation or curtailment continues for more than thirty (30) days;

(p) HIPAA Business Associate Agreement. Any Credit Party terminates its HIPAA Business Associate Agreement with Lender.

7.02 Remedies. If any Event of Default occurs, Lender may, during the continuation of such Event of Default:

(a) declare the unpaid principal amount of the Loan, all interest accrued and unpaid thereon, and all other amounts owing or payable hereunder or under any other Loan Document to be immediately due and payable, without presentment, demand, protest or other notice of any kind, all of which are hereby expressly waived by the Credit Parties;

(b) without regard to any waste, adequacy of the security or solvency of any Credit Party, apply for the appointment of a receiver of the Collateral (which application and appointment may be on an *ex parte* basis to the extent permitted by applicable law), to which appointment such Credit Party hereby consents, whether or not foreclosure proceedings have been commenced under the Collateral Documents and whether or not a foreclosure sale has occurred; and

(c) exercise all rights and remedies available to it under the Loan Documents or applicable law;

provided, that upon the occurrence of any Event of Default event specified in **Section 7.01(f)** or **(g)**, the unpaid principal amount of the Loan and all interest and other amounts as aforesaid shall automatically become due and payable without further act of Lender.

7.03 Rights Not Exclusive. The rights provided for in this Agreement and the other Loan Documents are cumulative and are not exclusive of any other rights, powers, privileges or remedies provided by law or in equity, or under any other instrument, document or agreement now existing or hereafter arising.

## ARTICLE VIII

### PURCHASE OPTION

8.01 Option to Purchase. In consideration of Lender making the Loan, the Credit Parties jointly and severally grant to Lender an option to acquire all of the assets and operations and assume all of the liabilities arising after the Effective Date from operations of the Credit Parties, operating as a group in the ordinary course (the "Purchase Option"). The Purchase Option may be exercised at any time up to the later of (i) three years following the Closing Date and (ii) the date on which the Obligations have been satisfied in full (the "Option Period"). The Purchase Option will be exercised by Lender providing written notice (the "Exercise Notice") to the Credit Parties prior to the expiration of the Option Period. If Lender provides such notice, Credit Parties will use their best efforts to cause the closing of the Purchase Option to occur not later than six months following the date on which such notice is delivered.

8.02 Option Price. The price payable by Lender under the Purchase Option shall be equal to \$75,000,000, which price may, in Lender's discretion, be paid (i) in cash or (ii) in whole or in part through forgiveness of an equal portion of the Principal Amount of and any accrued and unpaid interest on the Loan.

8.03 Regulatory Approvals; Structure. Lender's exercise of the Purchase Option shall be subject to making all required notifications to, and obtaining any approvals (or the determination not to intervene) reasonably determined by Lender and Parent to be required from any regulators having jurisdiction over the transactions set forth in this Article VIII. The Credit Parties shall use their best efforts to make all required notifications and filings and to obtain all required approvals or determinations (or cooperate with Lender in taking such actions, as applicable), including, without limitation, by providing data and reports, making applications, and taking all other actions necessary or, in the reasonable discretion of Lender, desirable to facilitate such approvals or determinations. In the event that the Purchase Option does not close due to the failure to obtain any required regulatory approvals or determinations, the Purchase Option will be treated as if it had not been exercised and all Obligations under the Loan Documents shall be payable in accordance with the terms thereof.

8.04 Transaction Structure. The Purchase Option may be structured as an asset acquisition, membership acquisition or substitution, merger or otherwise, as may be determined by Lender in its sole discretion; provided that any successor entity or entities assume or remain liable for the liabilities of the Credit Parties immediately prior to Lender's exercise of the Purchase Option. The Credit Parties shall use their best efforts to implement the transaction structure determined by Lender, including, without limitation, reorganizing Parent or other non-profit Credit Parties to be membership non-profit corporations through modifications of their respective Organization Documents.

8.05 Diligence. During the Option Period and upon reasonable advance notice, the Credit Parties shall (a) afford Lender reasonable access, during regular business hours, to their respective personnel, properties, contracts, governmental authorizations, books and records and other documents and data; (b) furnish Lender with copies of all such contracts, governmental authorizations, books and records and other existing documents and data as Lender may reasonably request; (c) furnish Lender with such additional financial, operating and other relevant data and information as Lender may reasonably request; and (d) otherwise cooperate and assist Lender's investigation of their respective operations, properties, assets and financial condition. The Credit Parties shall provide Lender with reasonable access to management, staff, outside consultants and business partners of the Credit Parties, provided, that such access will be provided during normal business hours and shall be designed to reasonably minimize disruption to the operations of the Credit Parties.

8.06 Purchase Agreement. The Credit Parties and Lender shall use their best efforts to negotiate a form of purchase or merger agreement within 90 days following delivery of the Exercise Notice to implement the purchase under the Purchase Option, which shall contain reasonable and customary representations, warranties covenants and conditions, and shall provide for the closing of the purchase to occur within 30 days following execution of such agreement or, if later, upon receipt of any required regulatory approvals or determinations.

8.07 Restrictions During Option Period. During the Option Period none of the Credit Parties, their officers, employees or directors, or anyone on their behalf shall, directly or indirectly, solicit or negotiate with any person with respect to an acquisition of any of the Credit Parties or any significant portion of their assets, whether by asset acquisition, membership substitution, merger, joint venture or otherwise. Parent shall promptly notify Lender of any such offers or inquiries received from any third person.

8.08 Survival of Purchase Option. The Purchase Option will survive for the full Option Period unless otherwise agreed to by Lender, notwithstanding any optional or mandatory prepayment of the Loan.

## ARTICLE IX

### MISCELLANEOUS

9.01 Amendments and Waivers. No amendment or waiver of any provision of this Agreement or any other Loan Document, and no consent with respect to any departure by any Credit Party or any applicable Subsidiary from this Agreement or any other Loan Document, shall be effective unless the same shall be in writing and signed by Lender and Borrowers, and then any such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given.

9.02 Notices. All notices, requests, consents, approvals, waivers and other communications shall be in writing and mailed, faxed or delivered, to the address or facsimile number specified for notices on the signature pages to this Agreement; or, as directed to the Credit Parties or Lender, to such other address as shall be designated by such party in a written notice to the other parties, and as directed to any other party, at such other address as shall be designated by such party in a written notice to the Credit Parties and Lender. All such notices, requests and communications shall, when transmitted by overnight delivery, or faxed, be effective when delivered by overnight (next-day) delivery, or transmitted in legible form by facsimile machine, respectively, or if mailed, upon the third Business Day after the date deposited into the U.S. mail, or if delivered, upon delivery or, if delivered by email, when actually received by the recipient.

9.03 No Waiver; Cumulative Remedies. No failure to exercise and no delay in exercising, on the part of Lender, any right, remedy, power or privilege hereunder, shall operate as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

9.04 Costs and Expenses. Borrowers agree to pay or reimburse upon demand (a) Lender for all reasonable costs and expenses incurred by it or any Related Persons, in connection with the investigation, development, preparation, negotiation, execution, interpretation or administration of, any modification of any term of or termination of, any Loan Document, any other document prepared in connection therewith or the consummation and administration of any transaction contemplated therein, in each case including Attorney Costs of Lender, Collateral audits, and

similar expenses, and in connection with any third-party valuation of the Loan, (b) Lender for all reasonable costs and expenses incurred by it or any Related Person in connection with field examinations and Collateral examinations (which shall be reimbursed, in addition to the out-of-pocket costs and expenses of such examiners), (c) each of Lender and its Related Persons for all reasonable costs and expenses incurred by Lender or such Related Persons, including, but not limited to, Attorney Costs, in connection with (i) any refinancing or restructuring of the credit arrangements provided hereunder in the nature of a “work-out”, (ii) the enforcement or preservation of any right or remedy under any Loan Document, any Obligation, with respect to the Collateral or any other related right or remedy or (iii) the commencement, defense, conduct of, intervention in, or the taking of any other action (including preparation for and/or response to any subpoena or request for document production relating thereto) with respect to, any proceeding (including any bankruptcy or insolvency proceeding) related to any Credit Party, any Subsidiary of any Credit Party, Loan Document or Obligation, including Attorney Costs, and (d) reasonable fees and disbursements of Attorney Costs of Lender incurred in connection with any of the matters referred to in clause (c) above; provided, that the Credit Parties shall not be responsible for Lender’s costs and expenses with respect the exercise of the Purchase Option, including, without limitation, Lender’s costs and expenses in connection with the drafting of any purchase agreement, merger agreement or similar document used in connection with such exercise.

#### 9.05 Indemnity.

(a) Each Credit Party agrees to indemnify, hold harmless and defend Lender, and each of its Related Persons (each such Person being an “Indemnified Person”) from and against all Liabilities (including brokerage commissions, fees and other compensation) that may be imposed on, incurred by or asserted against any such Indemnified Person in any matter relating to or arising out of, in connection with or as a result of (i) any Loan Document, any Obligation (or the repayment thereof), the use or intended use of the proceeds of the Loan or any securities filing of, or with respect to, any Credit Party, (ii) any commitment letter, proposal letter or term sheet with any Person or any Contractual Obligation, arrangement or understanding with any broker, finder or consultant, in each case entered into by or on behalf of any Credit Party or any Affiliate of any of them in connection with any of the foregoing, (iii) any actual or prospective investigation, litigation or other proceeding, whether or not brought by any such Indemnified Person or any of its Related Persons, any holders of securities or creditors (and including Attorney Costs in any case), whether or not any such Indemnified Person, Related Person, holder or creditor is a party thereto, and whether or not based on any securities or commercial law or regulation or any other Requirement of Law or theory thereof, including common law, equity, contract, tort or otherwise or (iv) any other act, event or transaction related, contemplated in or attendant to any of the foregoing (collectively, the “Indemnified Matters”); provided, however, that no Credit Party shall have any liability under this Section 9.05 to any Indemnified Person with respect to any Indemnified Matter, to the extent such liability has resulted from (x) primarily from the gross negligence or willful misconduct of such Indemnified Person, as determined by a court of competent jurisdiction in a final non-appealable judgment or order, or (y) a material breach of the obligations of such Indemnified Person under this Agreement or the Loan Documents, as determined by a court of competent jurisdiction by final and non-appealable judgment. Furthermore, each Borrower and each other Credit Party executing this Agreement waives and agrees not to assert against any Indemnified Person, and shall cause each other Credit Party to

waive and not assert against any Indemnified Person, any right of contribution with respect to any Liabilities that may be imposed on, incurred by or asserted against any Related Person.

(b) Without limiting the foregoing, "Indemnified Matters" includes all Environmental Liabilities, including those arising from, or otherwise involving, any Property of any Credit Party on or contiguous to any Property of any Credit Party, whether or not, with respect to any such Environmental Liabilities, any Indemnitee is a mortgagee pursuant to any leasehold mortgage, a mortgagee in possession, the successor-in-interest to any Credit Party or the owner, lessee or operator of any Property of any Related Person through any foreclosure action, in each case except to the extent such Environmental Liabilities (i) are incurred solely following foreclosure by Lender or following Lender having become the successor-in-interest to any Credit Party or any Related Person of any Credit Party and (ii) are attributable solely to acts of such Indemnitee.

(c) The obligations in this Section shall survive payment of all other Obligations. All amounts owing under this Section shall be paid within 30 days after demand.

9.06 Marshalling; Payments Set Aside. Lender shall not be under any obligation to marshal any assets in favor of the Credit Parties or any other Person or against or in payment of any or all of the Obligations. To the extent that the Credit Parties make a payment to Lender, or Lender exercises its right of set-off, and such payment or the proceeds of such set-off or any part thereof are subsequently invalidated, declared to be fraudulent or preferential, set aside or required (including pursuant to any settlement entered into Lender in its discretion) to be repaid to a trustee, receiver or any other party, in connection with any Insolvency Proceeding or otherwise, then to the extent of such recovery the obligation or part thereof originally intended to be satisfied shall be revived and continued in full force and effect as if such payment had not been made or such set-off had not occurred.

9.07 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, except that no Credit Party may assign or transfer any of its rights or obligations under this Agreement or any of the Loan Documents to which it is a party without the prior written consent of Lender.

9.08 Assignments, Participations, Etc. Lender may at any time assign and delegate to, or grant participations to, one or more Persons any or all of its interest in the Loan and the other rights and obligations of Lender hereunder and the Loan Documents, provided however, Lender may not assign its rights under the Purchase Option to any entity that is not also a nonprofit or a tax-exempt entity.

9.09 Set-off. In addition to any rights and remedies of Lender provided by law, if an Event of Default exists or the Loan has been accelerated, each Borrower hereby authorizes Lender, at any time and from time to time, without prior notice to Borrowers, any such notice being waived by Borrowers to the fullest extent permitted by law, to set off and apply any and all deposits (general or special, time or demand, provisional or final) at any time held by, and other indebtedness at any time owing by, Lender to or for the credit or the account of Borrowers against any and all Obligations owing to Lender, now or hereafter existing, irrespective of whether or not Lender shall have made demand under this Agreement or any Loan Document and although such

Obligations may be contingent or unmatured. Lender agrees promptly to notify Borrowers after any such set-off and application made by Lender; provided, that the failure to give such notice shall not affect the validity of such set-off and application.

9.10 [Reserved.]

9.11 Severability. The illegality or unenforceability of any provision of this Agreement or any instrument or agreement required hereunder shall not in any way affect or impair the legality or enforceability of the remaining provisions of this Agreement or any instrument or agreement required hereunder.

9.12 No Third Parties Benefited. This Agreement is made and entered into for the sole protection and legal benefit of the Credit Parties, the Lender and their respective Related Persons, and their permitted successors and assigns, and no other Person shall be a direct or indirect legal beneficiary of, or have any direct or indirect cause of action or claim in connection with, this Agreement or any of the other Loan Documents.

9.13 Governing Law. THIS AGREEMENT AND THE NOTES SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF WASHINGTON, WITHOUT REGARD TO ITS CONFLICT OF LAWS RULES; PROVIDED THAT LENDER SHALL RETAIN ALL RIGHTS ARISING UNDER FEDERAL LAW.

9.14 Jurisdiction; Venue. Any suit, action or proceeding seeking to enforce any provision of, or based on any matter arising out of or in connection with, this Agreement or the transactions contemplated hereby may be brought in any federal or state court located in the City of Tacoma, Washington, and each of the parties hereby consents to the jurisdiction of such courts (and of the appropriate appellate courts therefrom) in any such suit, action or proceeding and irrevocably waives, to the fullest extent permitted by law, any objection which it may now or hereafter have to the laying of the venue of any such suit, action or proceeding in any such court or that any such suit, action or proceeding which is brought in any such court has been brought in an inconvenient forum. Process in any such suit, action or proceeding may be served on any party anywhere in the world, whether within or without the jurisdiction of any such court. Notwithstanding the foregoing, prior to the Effective Date, the Bankruptcy Court shall have exclusive jurisdiction to resolve any disputes arising under, or in connection with, this Agreement.

9.15 Waiver of Jury Trial. THE CREDIT PARTIES AND LENDER EACH WAIVE THEIR RESPECTIVE RIGHTS TO A TRIAL BY JURY OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF OR RELATED TO THIS AGREEMENT, THE OTHER LOAN DOCUMENTS, OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY, IN ANY ACTION, PROCEEDING OR OTHER LITIGATION OF ANY TYPE BROUGHT BY ANY OF THE PARTIES AGAINST ANY OTHER PARTY OR ANY RELATED PERSON, PARTICIPANT OR ASSIGNEE, WHETHER WITH RESPECT TO CONTRACT CLAIMS, TORT CLAIMS, OR OTHERWISE. THE CREDIT PARTIES AND LENDER EACH AGREE THAT ANY SUCH CLAIM OR CAUSE OF ACTION SHALL BE TRIED BY A COURT TRIAL WITHOUT A JURY. WITHOUT LIMITING THE FOREGOING, THE PARTIES FURTHER AGREE THAT THEIR RESPECTIVE RIGHT TO A TRIAL BY

JURY IS WAIVED BY OPERATION OF THIS SECTION AS TO ANY ACTION, COUNTERCLAIM OR OTHER PROCEEDING WHICH SEEKS, IN WHOLE OR IN PART, TO CHALLENGE THE VALIDITY OR ENFORCEABILITY OF THIS AGREEMENT OR THE OTHER LOAN DOCUMENTS OR ANY PROVISION HEREOF OR THEREOF. THIS WAIVER SHALL APPLY TO ANY SUBSEQUENT AMENDMENTS, RENEWALS, SUPPLEMENTS OR MODIFICATIONS TO THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS.

9.16 USA Patriot Act Notice. Lender hereby notifies the Credit Parties that pursuant to the requirements of the USA Patriot Act (Title III of Pub. L. 107-56 (signed into law October 26, 2001)) (the “Act”), it is required to obtain, verify and record information that identifies the Credit Parties, which information includes the name and address of the Credit Parties and other information that will allow Lender to identify the Credit Parties in accordance with the Act.

9.17 Entire Agreement. This Agreement, together with the other Loan Documents, embodies the entire agreement and understanding among the Credit Parties and Lender, and supersedes all prior or contemporaneous agreements and understandings of such Persons, verbal or written, relating to the subject matter hereof and thereof.

9.18 Counterparts; Facsimile Signatures. This Agreement and the other Loan Documents may be executed in any number of counterparts, each of which where so executed and delivered shall be an original, but all of which shall constitute one and the same instrument. It shall not be necessary in making proof of this Agreement or any of the other Loan Documents to produce or account for more than one such counterpart. Executed signature pages of the Agreement and the other Loan Documents may be delivered to the parties by facsimile or electronic transmission, and the parties may rely on any such signature page for all purposes; provided, that any party so delivering shall promptly deliver one or more original signature pages containing such party’s signature at the request of the other party.

9.19 Release. Each Credit Party hereby releases, remises, acquits and forever discharges Lender, its Affiliates and their respective employees, agents, representatives, consultants, attorneys, fiduciaries, officers, directors, partners, predecessors, successors and assigns, subsidiary corporations, parent corporations, and related corporate divisions (collectively, the “Released Parties”), from any and all actions and causes of action, judgments, executions, suits, debts, claims, demands, liabilities, obligations, damages and expenses of any and every character, known or unknown, direct and/or indirect, at law or in equity, of whatsoever kind or nature, for or because of any matter or things done, omitted or suffered to be done by any of the Released Parties prior to and including the Closing Date, and in any way directly or indirectly arising out of or in any way connected to this Agreement or the Loan Documents (collectively, the “Released Matters”). Each Credit Party acknowledges that the agreements in this paragraph are intended to be in full satisfaction of all or any alleged injuries or damages arising in connection with the Released Matters. Each Credit Party hereby waives the provisions of any statute or doctrine to the effect that a general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor. Without limiting the generality of the foregoing, each Credit Party hereby waives the provisions of any statute that prevents a general release from extending to claims unknown by the releasing party.

EACH CREDIT PARTY ACKNOWLEDGES AND UNDERSTANDS THE RIGHTS AND BENEFITS CONFERRED BY SUCH A STATUTE OR DOCTRINE AND THE RISKS ASSOCIATED WITH WAIVER THEREOF, AND AFTER RECEIVING ADVICE OF COUNSEL, HEREBY CONSCIOUSLY AND VOLUNTARILY WAIVES, RELINQUISHES AND RELEASES ANY AND ALL RIGHTS AND BENEFITS AVAILABLE THEREUNDER, INSOFAR AS THEY APPLY, OR MAY BE CONSTRUED TO APPLY, TO EACH RELEASE SET FORTH HEREIN OR CONTEMPLATED HEREBY. In so doing, each Credit Party expressly acknowledges and understands that it may hereafter discover facts in addition to or different from those that it now believes to be true with respect to the subject matter of the disputes, claims and other matters released herein, but expressly agrees that it has taken these facts and possibilities into account in electing to make and to enter into this release, and that the releases given herein shall be and remain in effect as full and complete releases notwithstanding the discovery or existence of any such additional or different facts or possibilities.

THIS RELEASE MAY BE PLEADED AS A FULL AND COMPLETE DEFENSE AND/OR AS A CROSS-COMPLAINT OR COUNTERCLAIM AGAINST ANY ACTION, SUIT, OR OTHER PROCEEDING THAT MAY BE INSTITUTED, PROSECUTED OR ATTEMPTED IN BREACH OF THIS RELEASE. Each Credit Party acknowledges that the release contained herein constitutes a material inducement to Lender to enter into this Agreement and Lender would not have done so but for Lender's expectation that such release is valid and enforceable in all events.

[SIGNATURE PAGES FOLLOW]

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

**BORROWERS:**

**Astria Health**, a Washington non-profit corporation

By: <sup>DocuSigned by:</sup> *Brian P. Gibbons, Jr.*  
Name: <sup>47057F450D25428...</sup> Brian P. Gibbons, Jr., FACHE  
Title: Interim President and CEO

**Astria Health Clinically Integrated Network, LLC**, a Delaware limited liability company

By: <sup>DocuSigned by:</sup> *Brian P. Gibbons, Jr.*  
Name: <sup>47057F450D25428...</sup> Brian P. Gibbons, Jr., FACHE  
Title: Authorized Signatory

**Glacier Canyon, LLC**, a Delaware limited liability company

By: <sup>DocuSigned by:</sup> *Brian P. Gibbons, Jr.*  
Name: <sup>47057F450D25428...</sup> Brian P. Gibbons, Jr., FACHE  
Title: Authorized Signatory

**Kitchen and Bath Furnishings, LLC**, a Delaware limited liability company

By: <sup>DocuSigned by:</sup> *Brian P. Gibbons, Jr.*  
Name: <sup>47057F450D25428...</sup> Brian P. Gibbons, Jr., FACHE  
Title: Authorized Signatory

**Oxbow Summit, LLC**, a Delaware limited liability company

By: <sup>DocuSigned by:</sup> *Brian P. Gibbons, Jr.*  
Name: <sup>47057F450D25428...</sup> Brian P. Gibbons, Jr., FACHE  
Title: Authorized Signatory

[Signature Page to Credit Agreement]

**SHC Holdco, LLC**, a Washington Limited Liability Company

By: DocuSigned by: *Brian P. Gibbons, Jr.*  
47057F450D25428  
Name: Brian P. Gibbons, Jr., FACHE  
Title: Authorized Signatory

**SHC Medical Center – Toppenish**, a Washington non-profit corporation

By: DocuSigned by: *Brian P. Gibbons, Jr.*  
47057F450D25428  
Name: Brian P. Gibbons, Jr., FACHE  
Title: Authorized Signatory

**SHC Medical Center – Yakima**, a Washington non-profit corporation

By: DocuSigned by: *Brian P. Gibbons, Jr.*  
47057F450D25428  
Name: Brian P. Gibbons, Jr., FACHE  
Title: Authorized Signatory

**Sunnyside Community Hospital Association**, a Washington non-profit corporation

By: DocuSigned by: *Brian P. Gibbons, Jr.*  
47057F450D25428  
Name: Brian P. Gibbons, Jr., FACHE  
Title: President

**Sunnyside Community Hospital Home Medical Supply, LLC**, a Washington limited liability company

By: DocuSigned by: *Brian P. Gibbons, Jr.*  
47057F450D25428  
Name: Brian P. Gibbons, Jr., FACHE  
Title: Authorized Signatory

[Signature Page to Credit Agreement]

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**Sunnyside Home Health**, a Washington non-profit corporation

By: <sup>DocuSigned by:</sup> *Brian P. Gibbons, Jr.*  
Name: Brian P. Gibbons, Jr., FACHE  
Title: Authorized Signatory

**Sunnyside Professional Services, LLC**, a Washington non-profit limited liability company

By: <sup>DocuSigned by:</sup> *Brian P. Gibbons, Jr.*  
Name: Brian P. Gibbons, Jr., FACHE  
Title: Authorized Signatory

**Yakima HMA Home Health, LLC**, a Washington limited liability company

By: <sup>DocuSigned by:</sup> *Brian P. Gibbons, Jr.*  
Name: Brian P. Gibbons, Jr., FACHE  
Title: Authorized Signatory

**Yakima Home Care Holdings, LLC**, a Delaware limited liability company

By: <sup>DocuSigned by:</sup> *Brian P. Gibbons, Jr.*  
Name: Brian P. Gibbons, Jr., FACHE  
Title: Authorized Signatory

**OTHER CREDIT PARTIES**

**GUARANTORS:**

**Astria Health Clinically Integrated Network, LLC**, a Missouri limited liability company

By: <sup>DocuSigned by:</sup> *Brian P. Gibbons, Jr.*  
Name: Brian P. Gibbons, Jr., FACHE  
Title: Authorized Signatory

**Bridal Dreams, LLC**, a Delaware limited liability company

By: DocuSigned by:  
*Brian P. Gibbons, Jr.*  
Name: 47057F450D25428... Brian P. Gibbons, Jr., FACHE  
Title: Authorized Signatory

**Depot Plus, LLC**, a Delaware limited liability company

By: DocuSigned by:  
*Brian P. Gibbons, Jr.*  
Name: 47057F450D25428... Brian P. Gibbons, Jr., FACHE  
Title: Authorized Signatory

**Home Supply, LLC**, a Delaware limited liability company

By: DocuSigned by:  
*Brian P. Gibbons, Jr.*  
Name: 47057F450D25428... Brian P. Gibbons, Jr., FACHE  
Title: Authorized Signatory

**Kitchen Appliance, LLC**, a Delaware limited liability company

By: DocuSigned by:  
*Brian P. Gibbons, Jr.*  
Name: 47057F450D25428... Brian P. Gibbons, Jr., FACHE  
Title: Authorized Signatory

**Northwest Health, LLC**, a Delaware limited liability company

By: DocuSigned by:  
*Brian P. Gibbons, Jr.*  
Name: 47057F450D25428... Brian P. Gibbons, Jr., FACHE  
Title: Authorized Signatory

[Signature Page to Credit Agreement]

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**Pacific Northwest ASC Management, LLC,**  
a Delaware limited liability company

By: DocuSigned by:  
*Brian P. Gibbons, Jr.*  
47057F450D25428...  
Name: Brian P. Gibbons, Jr., FACHE  
Title: Authorized Signatory

**Sunnyside Hospital Service Corp.,** a  
Washington corporation

By: DocuSigned by:  
*Brian P. Gibbons, Jr.*  
47057F450D25428...  
Name: Brian P. Gibbons, Jr., FACHE  
Title: Authorized Signatory

**Sunnyside Medical Center, LLC,** a  
Washington limited liability company

By: DocuSigned by:  
*Brian P. Gibbons, Jr.*  
47057F450D25428...  
Name: Brian P. Gibbons, Jr., FACHE  
Title: Authorized Signatory

**Wedded Bliss, LLC,** a Delaware limited  
liability company

By: DocuSigned by:  
*Brian P. Gibbons, Jr.*  
47057F450D25428...  
Name: Brian P. Gibbons, Jr., FACHE  
Title: Authorized Signatory

Address for notices to Credit Parties:

1806 Yakima Valley Hwy  
Sunnyside, WA 98944  
Attn:

[Signature Page to Credit Agreement]

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**LENDER:**

**MULTICARE HEALTH SYSTEM**

DocuSigned by:  
*William G. Robertson*  
By: \_\_\_\_\_  
Name: William G. Robertson  
Title: President and Chief Executive Officer

Address for notices:

[Signature Page to Credit Agreement]

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EXHIBIT A

to the Credit Agreement

DISCLOSURE SCHEDULE

See attached.

Exhibit A to the Credit Agreement

**DISCLOSURE SCHEDULES**

to the

**CREDIT AGREEMENT**

**By and Among**

**ASTRIA HEALTH,**

**SUNNYSIDE COMMUNITY HOSPITAL ASSOCIATION  
d/b/a Astria Sunnyside Hospital,**

**SHC HOLDCO, LLC,**

**SHC MEDICAL CENTER—TOPPENISH  
d/b/a Astria Toppenish Hospital,**

**SHC MEDICAL CENTER—YAKIMA  
d/b/a Astria Yakima Hospital**

and

**THE OTHER PERSONS PARTY HERETO THAT  
ARE DESIGNATED AS BORROWERS OR  
GUARANTORS,**

and

**MULTICARE HEALTH SYSTEM, as Lender**

The following disclosure schedules (the “Schedules”) are being delivered by Astria Health, a Washington non-profit corporation (“Parent”), SHC Holdco, LLC, a Washington non-profit limited liability company (“Intermediate HoldCo”), SHC Medical Center - Yakima, a Washington non-profit corporation (“Yakima”), SHC Medical Center - Toppenish, a Washington non-profit corporation (“Toppenish”), Yakima Home Care Holdings, a Delaware limited liability company (“Home Care Holdings”), and Yakima HMA Home Health, LLC, a Washington limited liability company (“HMA Home Holdings” and, together with Parent, Intermediate HoldCo, Yakima, Toppenish, and Home Care Holdings, collectively, “Borrowers” and each, a “Borrower”), as borrowers, and Sunnyside Community Hospital Association, a Washington non-profit corporation (“Sunnyside”), as a credit party, pursuant to the Credit Agreement (the “Agreement”) dated as of December 17, 2020, to MULTICARE HEALTH SYSTEM (“Lender”). Capitalized terms used herein and not otherwise defined shall have the meanings ascribed to them in the Agreement.

These Disclosure Schedules are specifically incorporated by reference into the Agreement. These Disclosure Schedules have been arranged in accordance with the Sections and Subsections

set forth in the Agreement and will, as applicable, solely relate to the statements, representations and warranties made in such Sections and Subsections of the Agreement.

The disclosures contained in the Disclosure Schedules should not be deemed an admission that all or any of the matters set forth in the Disclosure Schedules call for disclosure, as the Disclosure Schedules may also include, for the information of Lender, matters that relate in some way to the subject matter addressed in the representations and warranties contained in the Agreement. Any matter disclosed herein by any Credit Party with regard to any section of the Agreement shall be deemed a disclosure of such matter for purposes of all other sections of the Agreement to which such disclosure may apply, so long as the disclosure's application to such other sections is reasonably discernible from such disclosure.

No disclosure made herein shall be deemed to modify in any respect the standard of materiality set forth in any representation, warranty, covenant or other provision contained in the Agreement.

Section 4.03

**Governmental Authorization**

1. October 26, 2020 Notice CP259A from the U.S. Department of Treasury Internal Revenue Service regarding filing Form 990/990-EZ or 990N for SHC Medical Center – Toppenish.
2. October 26, 2020 Notice CP141L from the U.S. Department of Treasury Internal Revenue Service regarding filing Form 990 for SHC Medical Center – Toppenish.
3. October 26, 2020 Notice CP148A from the U.S. Department of Treasury Internal Revenue Service regarding filing Form 990/990-EZ or 990N for SHC Medical Center – Toppenish.
4. Settlement Agreement with the Centers for Medicare & Medicaid Services dated May 7, 2019 regarding four provider-based locations, which have been converted, closed, conveyed or transferred, and certificates of conversion have been sent by certified mail to CMS on November 13, 2020 and December 4, 2020.
5. November 30, 2020 Notice of Intent to Seize (Levy) Property or Rights to Property (CP504B) from the Department of the Treasury Internal Revenue Service to SHC Medical Center – Toppenish, as a result of unpaid taxes for 2018. The Notice demands payment in the amount of \$32,091.93. SHC Medical Center – Toppenish d/b/a Astria Toppenish Hospital has paid this amount in full, but has not received an acknowledgement from the IRS. Moss Adams is seeking confirmation of payment from the IRS.

Section 4.05**Litigation**

1. CHG Healthcare Services, Inc., d/b/a Comphealth and Comphealth Medical Staffing, Inc. v. Astria Health d/b/a Astria Regional Medical Center, Third Judicial District Court of Salt Lake County, Utah, Case No. 19-0903546, filed May 2, 2019 (pending);
2. Delta Locum Tenens, LLC and Delta Flex Partners, LLC v. Astria Health d/b/a Yakima Medical and Cardia Center, Texas District Court, Dallas County, Case No. DC-19-05294, filed April 12, 2019 (pending);
3. Thoracic and Cardiovascular Surgery, Inc. (Sharma) v. SHC Medical Center - Yakima, Superior Court of Yakima County, Washington, Case No. 19-20066939, filed February 22, 2019 (pending);
4. Bertha Maribel Fernandez v. SHC Medical Center d/b/a Yakima Regional Medical and Cardiac Center, Superior Court of Yakima County, Washington, Case No. 18-20459239, filed December 21, 2018 (pending);
5. 8gency Limited d/b/a The Field Group v. Astria Health, Superior Court of Yakima County, Washington, Case No 18-20403539, filed November 15, 2018 (settled but still pending);
6. Orthopedics Northwest, PLLC v. SHC Medical Center – Yakima, Superior Court of Yakima County, Washington, Case No. 18-20399339, filed November 7, 2018 (pending);
7. PPC Solutions, Inc. v. Astria Health and Astria Health Management, Inc., Superior Court of Yakima County, Washington, Case No. 18-20381039, filed October 26, 2018 (pending);
8. Maria Ricardo v. Miguel A. Brizuela, M.D., Yakima Valley Farm Workers Clinic, and Sunnyside Community Hospital & Clinics, d/b/a Sunnyside Community Hospital Association, Superior Court of Yakima County, Washington, Case No. 17-20210339, filed June 20, 2017 (pending - automatic stay lifted);
9. Derek Weaver, D.O., and Brittany Weaver v. John Gallagher, Jane Doe Gallagher, and Sunnyside Community Hospital, Superior Court of Yakima County, Washington, Case No. 16-20219139, filed August 8, 2016 (pending); and
10. Frank v. Sunnyside Community Hospital Superior Court of Yakima County, Washington, Case No. 20-00354-39, filed January 31, 2020 (pending).
11. Angela Mendoza, et al. v. Astria Health and Carey Leeds, Superior Court of Yakima County, Washington, Case No. 20-20083939, filed March 10, 2020 (pending).
12. Ronda Edwards v. SHC Medical Center Toppenish, Steve Bews, and Terra Palomarez, Superior Court of Yakima County, Washington, Case No. 20-20202639, filed October 19, 2020 (pending).

*See also* Claims Loss statements for medical malpractice / negligence claims for Sunnyside Community Hospital Association d/b/a Astria Sunnyside Hospital, and SHC Medical Center – Toppenish d/b/a Astria Toppenish Hospital. Attached.

Section 4.09**Real Property/Operations  
Sunnyside Sites**

Address or other Identifier	Owner	Use
1016 E. Tacoma Ave., Sunnyside, WA  221025-42403	Sunnyside Community Hospital Association	Hospital
1013 E. Edison Ave, Sunnyside, WA  221025-42418	Sunnyside Community Hospital Association	Clinic
608 S. 11th, Sunnyside, WA  221025-42442	Sunnyside Community Hospital Association	Office
817 Franklin Ave, Sunnyside, WA  221025-31471	Sunnyside Community Hospital Association	Office
222 E. 2nd Street, Grandview, WA  230923-13409	Sunnyside Community Hospital Association	Office
812 Miller Ste C and 803 E. Lincoln, Sunnyside, WA  221036-21402	Sunnyside Medical Center, LLC	Clinic
1109 E Edison, Sunnyside, WA  221025-42450	Sunnyside Community Hospital Association	House
303 S. 12th Ave., Yakima, WA  181324-34008	Sunnyside Community Hospital Association	Clinic
906 Vintage Valley Parkway, Zillah, WA  201126-43407	Kitchen and Bath Furnishings, LLC	
904 Vintage Valley Parkway, Zillah, WA  201126-43408	Kitchen and Bath Furnishings, LLC	
902 Vintage Valley Parkway, Zillah, WA  201126-43409	Kitchen and Bath Furnishings, LLC	

1009 E. Edison Ave., Sunnyside, WA  221025-42419	Sunnyside Community Hospital Association	
1005 E. Edison Ave., Sunnyside, WA  221025-42420	Sunnyside Community Hospital Association	
1001 E. Edison Ave., Sunnyside, WA 98944  221025-42421	Sunnyside Community Hospital Association	
1 S. 11th St., Sunnyside, WA  221025-42441	Sunnyside Community Hospital Association	
526 S. 11th St., Sunnyside, WA  221025-42443	Sunnyside Community Hospital Association	
576 S. 11th St., Sunnyside, WA  221025-42445	Sunnyside Community Hospital Association	
530 S. 11th St., Sunnyside, WA  221025-42444	Sunnyside Community Hospital Association	
522 S. 11th St., Sunnyside, WA  221025-42446	Sunnyside Community Hospital Association	
522 S. 11th St., Sunnyside, WA  221025-42447	Sunnyside Community Hospital Association	
518 S. 11th St., Sunnyside, WA  221025-42453	Sunnyside Community Hospital Association	
700 S. 11th St., Sunnyside, WA  221025-42561	Sunnyside Community Hospital Association	
1319 S. 11th St., Sunnyside, WA  221036-12439	Sunnyside General Hospital Association	
1323 S. 11th St., Sunnyside, WA	Sunnyside General Hospital Association	

221036-12441		
1318 S. 9th St., Sunnyside, WA	Sunnyside General Hospital Association	
221036-12496		
1314 S. 9th St., Sunnyside, WA	Sunnyside General Hospital Association	
221036-12497		
1790 Alexander Rd., Sunnyside, WA	Sunnyside Community Hospital Association	
231031-43007		
1780 Alexander Rd., Sunnyside, WA	Sunnyside Community Hospital Association	
231031-44002		

Address or other Identifier	Owner	Use
Assessor's Parcel Numbers: 181324-31452 (110 S. 9th Avenue, Yakima, WA 98902),  181324-31430 (110 S. 9th Avenue, Yakima, WA 98902),  181324-31446 (NKA 10th AV S/Chestnut),  181324-42487 (102 S. 8th Avenue, Yakima, WA 98902),  181324-42490 (108 S. 8th Avenue, Yakima, WA 98902),  181324-42491(110 S. 8th Avenue, Yakima, WA 98902),  181324-42492 (112 S. 8th	SHC Medical Center – Yakima (other than Parcel Numbers 181324-31411 and 181324-31416 identified below)	Closed and sold

Address or other Identifier	Owner	Use
Avenue, Yakima, WA 98902),		
181324-42493 (114 S. 8th Avenue, Yakima, WA 98902),		
181324-42494 (NKA 8th AV S/Walnut St.),		
181324-31428 (110 S. 9th Avenue, Yakima, WA 98902),		
181324-31429 (110 S. 9th Avenue, Yakima, WA 98902),		
181324-31431 (110 S. 9th Avenue, Yakima, WA 98902),		
181324-31471 (14 S. 10th Avenue, Yakima, WA 98902),		
181324-31443 (14 S. 9th Avenue, Yakima, WA 98902),		
181324-31442 (12 S. 9th Avenue, Yakima, WA 98902),		
181324-31445 (905 W. Chestnut, Yakima, WA 98902),		
181324-31470 (12 S. 10th Avenue, Yakima, WA 98902),		
181324-31444 (16 S. 9th Avenue, Yakima, WA 98902),		
181324-31416 (111 S. 11th Avenue, Yakima, WA 98902),	Yakima HMA Home Health, LLC	

Address or other Identifier	Owner	Use
181324-31476 (9 S. 11th Avenue, Yakima, WA 98902),		
181324-31447 (9 S. 10th Avenue, Yakima, WA 98902),		
181324-42488 (104 S. 8th Avenue, Yakima, WA)		
181324-42489 (106 S. 8th Avenue, Yakima, WA 98902),		
181324-31474 (13 S. 11th Avenue, Yakima, WA 98902),		
181324-31472 (16 S. 10th Avenue, Yakima, WA 98902),		
181324-31473 (15 S. 11th Avenue, Yakima, WA 98902),		
181324-31477 (7 S. 11th Avenue, Yakima, WA 98902),		
181324-34536 (206 11th Avenue S. Apt. A, Yakima, WA 98902),		
181324-31468 (8 S. 10th Avenue, Yakima, WA 98902),		
181324-31475 (11 S. 11th Avenue, Yakima, WA),		
181324-34520 (209 S. 12th Avenue, Yakima, WA),		
181324-34537 (206 11th Avenue S. Apt. B, Yakima, WA 98902),		
181324-34563 (NKA S.		

Address or other Identifier	Owner	Use
11th Avenue, Yakima, WA),  181324-31411 (7 S. 10th Avenue, Yakima, WA),  181324-31469 (10 S. 10th Avenue, Yakima, WA)  Yakima County, WA	Yakima HMA Home Health, LLC	
Assessor's Parcel Numbers: 201009-14001 (502 W. 4th Avenue, Toppenish, WA 98948) Yakima County, WA	SHC Medical Center – Toppenish	Hospital
Assessor's Parcel Numbers:  201009-14414 (516 W. 4th Avenue, Toppenish, WA)  201009-14470 (518 W. 4th Avenue, Toppenish, WA) Yakima County, WA	SHC Medical Center – Toppenish	
Assessor's Parcel Numbers: 201009-14471 (NKA W. 4th Avenue, Toppenish, WA 98948) Yakima County, WA	SHC Medical Center – Toppenish	
Assessor's Parcel Numbers: 201009-11416 (513 W. 4th Avenue, Toppenish, WA 98948),  201009-11417 (511 W. 4th Avenue, Toppenish, WA),  201009-11418 (509 W. 4th Avenue, Toppenish, WA)  Yakima County, WA	SHC Medical Center – Toppenish	
Assessor's Parcel Numbers: 201009-11421 (503 W. 4th Avenue, Toppenish, WA) Yakima County, WA	SHC Medical Center – Toppenish	

Address or other Identifier	Owner	Use
Assessor's Parcel Numbers: 191110-43004 (620 W. 1st Street, Wapato, WA 98951) and  191110-43014 (105 N. Ahtanum Ave., Wapato, WA) Yakima County, WA	SHC Medical Center - Yakima	Lease to Farm Worker's Clinic

Section 4.17**Subsidiaries**

<b>Entity Name</b>	<b>Membership (Ownership) Interest</b>	<b>Jurisdiction of Incorporation of Organization</b>	<b>Entity Type</b>
Astria Health	No Members	Washington	Non-profit Corporation
SHC Holdco, LLC	Astria Health	Washington	Non-profit Limited Liability Company
SHC Medical Center – Yakima	SHC Holdco, LLC	Washington	Non-profit Corporation
SHC Medical Center – Toppenish	SHC Holdco, LLC	Washington	Non-profit Corporation
Yakima Home Care Holdings, LLC	SHC Holdco, LLC	Delaware	For-profit limited liability company
Yakima HMA Home Health, LLC	Yakima Home Care Holdings, LLC	Washington	For-profit limited liability company
Sunnyside Community Hospital Association	Astria Health	Washington	Non-profit Corporation
Astria Sunnyside Foundation	Sunnyside Community Hospital Association	Washington	Non-profit Corporation
Sunnyside Hospital Service Corp.	Sunnyside Community Hospital Association	Washington	For-profit Corporation
Sunnyside Community Hospital Home Medical Supply, LLC	Sunnyside Community Hospital Association	Washington	For-profit limited liability company
Sunnyside Home Health	Sunnyside Community Hospital Association	Washington	Non-profit Corporation
Sunnyside Professional Services, LLC	Sunnyside Community Hospital Association	Washington	Non-profit limited liability company
Sunnyside Medical Center, LLC	Sunnyside Professional Services, LLC	Washington	For-profit limited liability company

Oxbow Summit, LLC	Sunnyside Community Hospital Association	Delaware	For-profit limited liability company
Glacier Canyon, LLC	Astria Health	Delaware	For-profit limited liability company
Wedded Bliss, LLC	Sunnyside Community Hospital Association	Delaware	For-profit limited liability company
Bridal Dreams, LLC	Wedded Bliss, LLC	Delaware	For-profit limited liability company
Home Supply, LLC	Sunnyside Community Hospital Association	Delaware	For-profit limited liability company
Kitchen and Bath Furnishings, LLC	Home Supply, LLC	Delaware	For-profit limited liability company
Kitchen Appliances, LLC	Sunnyside Community Hospital Association	Delaware	For-profit limited liability company
Depot Plus, LLC	Kitchen Appliances, LLC	Delaware	For-profit limited liability company
Northwest Health, LLC	Sunnyside Community Hospital Association	Delaware	For-profit limited liability company
Pacific Northwest ASC Management, LLC	Northwest Health, LLC	Delaware	For-profit limited liability company
Astria Health Clinically Integrated Network, LLC	Astria Health	Missouri	For-profit limited liability company
AH NPP	Astria Health	Washington	Non-profit Corporation
AH NP1	Astria Health	Washington	Non-profit Corporation
AH NP1 I	Astria Health	Washington	Non-profit Corporation
AH NP2	Astria Health	Washington	Non-profit Corporation
AH NP3	Astria Health	Washington	Non-profit Corporation
AH NP4	Astria Health	Washington	Non-profit Corporation
AH NP5	Astria Health	Washington	Non-profit Corporation
AH NP6	Astria Health	Washington	Non-profit Corporation

AH NP7	Astria Health	Washington	Non-profit Corporation
AH NP8	Astria Health	Washington	Non-profit Corporation

**Section 4.18**

**Insurance**

See attached.

**Section 4.21****Depository Accounts**

<b>Account #</b>	<b>Account Owner</b>	<b>Bank Name</b>	<b>Account Type</b>
500305519	Astria Health	Banner Bank	Depository and Checking
500312817	Astria Health	Banner Bank	Payroll for Yakima and Toppenish
500312915	Astria Health	Banner Bank	Accounts Payable for Yakima and Toppenish
500308017	SHC Medical Center Yakima	Banner Bank	Depository
500319310	SHC Medical Center Toppenish	Banner Bank	Depository
500348018	Yakima HMA Home Health, LLC	Banner Bank	Depository
4000602062	Sunnyside Community Hospital Assn	Banner Bank	Operating
4000602070	Sunnyside Community Hospital Assn	Banner Bank	Payroll
4000602088	Sunnyside Community Hospital Assn	Banner Bank	Clinic
4000604308	Sunnyside Community Hospital Assn	Banner Bank	UMR Medical
4000604316	Sunnyside Community Hospital Assn	Banner Bank	UMR FSA
1100604360	Sunnyside Medical Center	Banner Bank	Checking
4000800049	Sunnyside Community Hospital Assn	Banner Bank	Money Market
500305312	Astria Home Health	Banner Bank	Depository
400604367	Astria Home Medical Supply	Banner Bank	Depository
742310	SHC Medical Center Yakima	Bank of America	Lockbox
742211	SHC Medical Center Toppenish	Bank of America	Lockbox
4427901432	SHC Medical Center Yakima	Bank of America	Depository
4427901432	SHC Medical Center Toppenish	Bank of America	Depository
130117955984	Yakima HMA Physician Management	US Bank	Depository

130124214375	Sunnyside Community Hospital Assn	US Bank	Depository
4126985985	SHC Medical Center Yakima	Wells Fargo	Consolidating
4126636018	SHC Medical Center Yakima	Wells Fargo	Depository
4126635994	SHC Medical Center Toppenish	Wells Fargo	Depository
4126636034	Yakima HMA Home Health, LLC	Wells Fargo	Depository
4126636026	SHC Medical Center Yakima	Wells Fargo	Depository
4126636000	SHC Medical Center Toppenish	Wells Fargo	Depository
4126636042	Yakima HMA Home Health, LLC	Wells Fargo	Depository
200100178504	Astria Health	AXOS	Depository
200100178512	Sunnyside Community Hospital	AXOS	Depository
200100178520	SHC Medical Ctr - Yakima	AXOS	Depository

Section 4.22

**Broker's Fees**

None.

**Section 4.25**

**Credit Parties' Ownership Interests**

See Section 4.17 of the Schedules.

**Section 6.01(a)(ii)**

**Limitation on Liens (real estate mortgage lien)**

None.

**Section 6.01(b)**

**Limitation on Liens (other Liens)**

None.

**Section 6.05(b)****Limitation on Indebtedness (Indebtedness existing on the Closing Date)**

HHS Stimulus Payments Received							
Type	ASH	ATH	HHA	ARMC	ASH HHA	Total	Use
General Relief	2,080,450.21	394,321.12	175,214.01	2,442,561.37	31,721.23	5,124,267.94	1
Rural Area Payment	5,115,727.75	3,587,509.11				8,703,236.86	1
Rural Health Testing	395,691.36	148,384.26				544,075.62	1
Safety Net Hospital		5,000,000.00				5,000,000.00	1
High Impact Hospital	3,200,000.00	1,750,000.00				4,950,000.00	1
<b>Total CARES Act Funding Received</b>	<b>10,791,869.32</b>	<b>10,880,214.49</b>	<b>175,214.01</b>	<b>2,442,561.37</b>	<b>31,721.23</b>	<b>24,321,580.42</b>	
PPP Loans		2,358,900.00	384,400.00			2,743,300.00	
<b>Total Cash Awards</b>	<b>10,791,869.32</b>	<b>13,239,114.49</b>	<b>559,614.01</b>	<b>2,442,561.37</b>	<b>31,721.23</b>	<b>27,064,880.42</b>	
PPP Loan Funding Date		6/29/2020	6/23/2020				
1 = to Prevent, prepare for and respond to, COVID + patients							

See attached schedule regarding debt obligations and assumed obligations from bankruptcy.

**Section 6.05(c)**

**Limitation on Indebtedness (Indebtedness Incurred Solely for the Purposes of Financing Premiums for Insurance Policies of the Credit Agreement)**

None.

**EXHIBIT B**

**FORM OF COMPLIANCE CERTIFICATE**

**COMPLIANCE CERTIFICATE  
[Astria Health and its affiliates]**

Date: December 17, 2020

This Compliance Certificate (this “*Certificate*”) is delivered by Astria Health, a Washington non-profit corporation, on behalf of itself and the other Credit Parties party to that certain Credit Agreement, dated as of December 17, 2020 (as extended, renewed, amended or restated from time to time, the “Credit Agreement”), among, Borrowers, Sunnyside Community Hospital Association, a Washington non-profit corporation, as a credit party, and MULTICARE HEALTH SYSTEM, as Lender. Capitalized terms used herein but not otherwise defined herein shall have the respective meanings ascribed to such terms in the Credit Agreement.

The officer executing this Certificate is a Responsible Officer of Borrowers and is duly authorized to execute and deliver this Certificate on behalf of Borrowers. Such officer hereby certifies to Lender on behalf of Borrowers, that:

(a) the financial statements delivered with this Certificate in accordance with Section 5.01 of the Credit Agreement fairly present, in all material respects, in accordance with GAAP the financial condition and the results of operations of the relevant Persons as of the dates of and for the periods covered by such financial statements (subject, in the case of interim financial statements, to normal year-end adjustments and the absence of footnote disclosure);

(b) to the best of such officer’s knowledge, no Default or Event of Default exists on the date hereof [**except as specified on the written attachment hereto**]; and

(c) **Attachment 1** contains correct calculations of each of the financial covenants contained in the Credit Agreement.

[Signature Page Follows]

ASTRIA HEALTH, a Washington nonprofit corporation

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

Name: Brian P. Gibbons, Jr., FACHE

Title: Interim President and CEO

**Attachment 1 to Compliance Certificate**

**EXHIBIT C**

**FORM OF OPERATING REPORT**

See attached.

C-1

327126093.7

Section	Covenant	Required	Actual
6.18(a)	Maximum Days of Trade Accounts Payable	45 days	
6.18(b)	Minimum EBITDA	\$3M (3/31/2021)/\$3.5M (after 6/30/2021)	
6.18(c)	Minimum Days Cash on Hand	30	
6.18(d)	Quick Ratio	1.1 to 1.0	
6.18(e)	Current Ratio	1.25 to 1.0	

List of Departments to be Detailed	Yakima*	Toppenish
Cardiology	Yes	*
Emergency Med	Yes	Yes
Family Med	Yes	Yes
General Surgery	Yes	Yes
Hospitalists	Yes	Yes
Neurology	Yes	*
Open Heart	Yes	*
Orthopedic Surgery	Yes	Yes
Rehab	Yes	*
Vascular	Yes	*
Other	Yes - Revenue Data Only	Yes - Revenue Data Only

\* to include breakdown for each Department that accounts for greater than 5% of net revenues.

**Form of Departmental Data**

**[Department 1]**

Actual	Actual	Actual	
Actual [First Month,Year]	[Second Month,Year]	etc.	YTD

**Utilization Statistics**

Inpatient Visits  
% growth

Patient Days  
Average Length of Stay

Outpatient Visits  
% growth

Emergency Visits  
% growth

**Physician Data**

- Existing Departmental Physicians
- Inpatient Visits per Physician
- Outpatient Visits per Physician
- Emergency Visits per Physician

**Revenue: [Department 1]**

Gross Inpatient Charges  
\$ per procedure

Gross Outpatient Charges  
\$ per procedure

Gross Emergency Charges  
\$ per procedure

**Total Gross Revenue**

Net Inpatient Revenue  
\$ per procedure  
Reimbursement growth

Net Outpatient Revenue

*\$ per procedure*  
*Reimbursement growth*

Net Emergency Revenue  
*\$ per procedure*  
*Reimbursement growth*

**Total Patient Revenue (before bad debt)**

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Total Full Time Employees

**EXHIBIT D****FORM OF NOTE****PROMISSORY NOTE**

U.S. \$75,000,000.00

Date: December 17, 2020

FOR VALUE RECEIVED, the undersigned, **ASTRIA HEALTH**, a Washington non-profit corporation ("Parent"), **SUNNYSIDE COMMUNITY HOSPITAL ASSOCIATION dba ASTRIA SUNNYSIDE HOSPITAL**, a Washington non-profit corporation ("Sunnyside"), **SHC MEDICAL CENTER—TOPPENISH dba ASTRIA TOPPENISH HOSPITAL**, a Washington non-profit corporation ("Toppenish"), **SHC MEDICAL CENTER—YAKIMA dba ASTRIA REGIONAL MEDICAL CENTER**, a Washington nonprofit corporation ("Yakima"), **SHC HOLDCO, LLC**, a Washington limited liability company ("Intermediate Holdco"), **SUNNYSIDE COMMUNITY HOSPITAL HOME MEDICAL SUPPLY, LLC**, a Washington limited liability company ("Sunnyside Medical Supply"), **SUNNYSIDE HOME HEALTH**, a Washington non-profit corporation ("Sunnyside Home Health"); **SUNNYSIDE PROFESSIONAL SERVICES, LLC**, a Washington limited liability company ("Sunnyside Professional"), **OXBOW SUMMIT, LLC**, a Delaware limited liability company ("Oxbow"), **KITCHEN AND BATH FURNISHINGS LLC**, a Delaware limited liability company ("Kitchen and Bath"), **GLACIER CANYON, LLC**, a Delaware limited liability company ("Glacier"), **CARAVAN HEALTH ACO 19, LLC**, a Missouri limited liability company ("Caravan"), **YAKIMA HOME CARE HOLDINGS, LLC**, a Delaware limited liability company ("Home Care Holdings"), **YAKIMA HMA HOME HEALTH, LLC**, a Washington limited liability company ("HMA Home Health" and with Parent, Sunnyside, Toppenish, Yakima, Intermediate Holdco, Sunnyside Medical Supply, Sunnyside Home Health, Sunnyside Professional, Oxbow, Kitchen and Bath, Glacier, Caravan, Home Care Holdings, and HMA Home Health, collectively, the "Borrowers" and each, a "Borrower"), hereby promise to pay, on a joint and several basis, to the order of **MULTICARE HEALTH SYSTEM**, a Washington non-profit corporation ("Lender") in lawful money of the United States of America and in immediately available funds, the principal amount of Seventy Five Million and 00/100 Dollars (\$75,000,000.00), together with interest thereon on the dates and at the rates provided in the Credit Agreement referred to below.

This Promissory Note ("Note") is issued pursuant to the Credit Agreement dated as of even date herewith by and among Borrowers, the other Credit Parties, the Lender (including all annexes, exhibits and schedules thereto, and as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"). This Note is a "Note" referred to therein, and is entitled to the benefit and security of the Loan Documents (as defined in the Credit Agreement) provided for therein, to which reference is hereby made for a statement of all of the terms and conditions under which the principal balance of this Note is to be repaid. All of the terms, covenants and conditions of the Credit Agreement and all other

instruments evidencing or securing the Indebtedness hereunder, including the Loan Documents, are hereby made a part of this Note and are deemed incorporated herein in full.

Terms defined in the Credit Agreement are used herein with their defined meanings therein unless otherwise defined herein.

The principal amount of the Obligations from time to time evidenced hereby shall be payable in the amounts and on the dates specified in the Credit Agreement. Interest on the outstanding principal amount of this Note shall be paid until such principal amount is paid in full at such rates of interest, including the Default Rate, if applicable, and at such times as are specified in the Credit Agreement.

Except as otherwise provided in the Credit Agreement, if any payment or prepayment on this Note becomes due and payable on a day other than a Business Day, the maturity thereof shall be extended to the next succeeding Business Day and, with respect to payments of principal, interest thereon shall be payable at the then applicable rate during such extension.

Upon the occurrence and during the continuance of an Event of Default, this Note may, without demand, notice or legal process of any kind, as provided in the Credit Agreement, be declared, and upon such declaration immediately shall become, or upon certain circumstances set forth in the Credit Agreement may become without declaration, due and payable.

Time is of the essence of this Note. To the fullest extent permitted by applicable law, Borrower waives presentment, demand, protest, and notice of nonpayment and protest.

THIS NOTE SHALL BE GOVERNED BY, AND INTERPRETED AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF WASHINGTON, WITHOUT REGARD TO THE PRINCIPLES THEREOF REGARDING CONFLICT OF LAWS, AND ANY APPLICABLE LAWS OF THE UNITED STATES OF AMERICA.

[SIGNATURE PAGES FOLLOW]

**BORROWERS:**

**ASTRIA HEALTH,**  
a Washington nonprofit corporation

By: \_\_\_\_\_  
Name: Brian P. Gibbons, Jr., FACHE  
Title: Interim President and CEO

**CARAVAN HEALTH ACO 19, LLC,**  
a Missouri limited liability company

By: \_\_\_\_\_  
Name: Brian P. Gibbons, Jr., FACHE  
Title: Authorized Signatory

**GLACIER CANYON, LLC,**  
a Delaware limited liability company

By: \_\_\_\_\_  
Name: Brian P. Gibbons, Jr., FACHE  
Title: Authorized Signatory

**KITCHEN AND BATH FURNISHINGS, LLC,**  
a Delaware limited liability company

By: \_\_\_\_\_  
Name: Brian P. Gibbons, Jr., FACHE  
Title: Authorized Signatory

**OXBOW SUMMIT, LLC,**  
a Delaware limited liability company

By: \_\_\_\_\_  
Name: Brian P. Gibbons, Jr., FACHE  
Title: Authorized Signatory

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**SHC HOLDCO, LLC,**  
a Washington nonprofit limited liability company

By: \_\_\_\_\_  
Name: Brian P. Gibbons, Jr., FACHE  
Title: Authorized Signatory

**SHC MEDICAL CENTER - TOPPENISH,**  
a Washington nonprofit corporation

By: \_\_\_\_\_  
Name: Brian P. Gibbons, Jr., FACHE  
Title: Authorized Signatory

**SHC MEDICAL CENTER - YAKIMA,**  
a Washington nonprofit corporation

By: \_\_\_\_\_  
Name: Brian P. Gibbons, Jr., FACHE  
Title: Authorized Signatory

**SUNNYSIDE COMMUNITY HOSPITAL  
ASSOCIATION,**  
a Washington nonprofit corporation

By: \_\_\_\_\_  
Name: Brian P. Gibbons, Jr., FACHE  
Title: President

**SUNNYSIDE COMMUNITY HOSPITAL HOME  
MEDICAL SUPPLY, LLC,**  
a Washington limited liability company

By: \_\_\_\_\_  
Name: Brian P. Gibbons, Jr., FACHE  
Title: Authorized Signatory

**SUNNYSIDE HOME HEALTH,**  
a Washington nonprofit corporation

By: \_\_\_\_\_  
Name: Brian P. Gibbons, Jr., FACHE  
Title: Authorized Signatory

**SUNNYSIDE PROFESSIONAL SERVICES, LLC,**  
a Washington limited liability company

By: \_\_\_\_\_  
Name: Brian P. Gibbons, Jr., FACHE  
Title: Authorized Signatory

**YAKIMA HMA HOME HEALTH, LLC,**  
a Washington limited liability company

By: \_\_\_\_\_  
Name: Brian P. Gibbons, Jr., FACHE  
Title: Authorized Signatory

**YAKIMA HOME CARE HOLDINGS, LLC,**  
a Delaware limited liability company

By: \_\_\_\_\_  
Name: Brian P. Gibbons, Jr., FACHE  
Title: Authorized Signatory

**EXHIBIT E****FORM OF  
CONTINUING GUARANTY**

THIS CONTINUING GUARANTY (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Guaranty”), dated as of December 17, 2020, is made by and among **SUNNYSIDE MEDICAL CENTER, LLC**, a Washington limited liability company (“Sunnyside Medical”), **SUNNYSIDE HOSPITAL SERVICE CORP.**, a Washington corporation (“Sunnyside Service”), **WEDDED BLISS, LLC**, a Washington limited liability company (“Wedded Bliss”), **BRIDAL DREAMS, LLC**, a Delaware limited liability company (“Bridal Dreams”), **HOME SUPPLY, LLC**, a Delaware limited liability company (“Home Supply”); **KITCHEN APPLIANCES, LLC** (“Kitchen Appliances”), **DEPOT PLUS, LLC**, a Delaware limited liability company, (“Depot Plus”), **NORTHWEST HEALTH, LLC**, a Delaware limited liability company (“Northwest Health”), **PACIFIC NORTHWEST ASC MANAGEMENT, LLC**, a Delaware limited liability company (“Northwest Management” and with Sunnyside Medical, Sunnyside Service, Wedded Bliss, Bridal Dreams, Home Supply, Kitchen Appliances, Depot Plus, and Northwest Health, collectively, the “Guarantors” and each, a “Guarantor”), in favor of **MULTICARE HEALTH SYSTEM**, a Washington non-profit corporation (“Lender”).

**RECITALS**

A. Pursuant to that certain Credit Agreement, dated of even date herewith (including all annexes, exhibits and schedules thereto, and as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), by and among **ASTRIA HEALTH**, a Washington non-profit corporation, **GLACIER CANYON, LLC**, a Delaware limited liability company, **KITCHEN AND BATH FURNISHINGS, LLC**, a Delaware limited liability company, **OXBOW SUMMIT, LLC**, a Delaware limited liability company, **SHC HOLDCO, LLC**, a Washington limited liability company, **SHC MEDICAL CENTER – TOPPENISH dba ASTRIA TOPPENISH HOSPITAL**, a Washington non-profit corporation, **SHC MEDICAL CENTER – YAKIMA dba ASTRIA REGIONAL MEDICAL CENTER**, a Washington non-profit corporation, **SUNNYSIDE COMMUNITY HOSPITAL ASSOCIATION dba ASTRIA SUNNYSIDE HOSPITAL**, a Washington non-profit corporation, **SUNNYSIDE COMMUNITY HOSPITAL HOME MEDICAL SUPPLY, LLC**, a Washington limited liability company, **SUNNYSIDE HOME HEALTH**, a Washington non-profit corporation, **SUNNYSIDE PROFESSIONAL SERVICES, LLC**, a Washington limited liability company, **CARAVAN HEALTH ACO 19, LLC**, a Missouri limited liability company (“Caravan”), **YAKIMA HMA HOME HEALTH, LLC**, a Washington limited liability company, **YAKIMA HOME CARE HOLDINGS, LLC**, a Delaware limited liability company (collectively, the “Borrowers” and each, a “Borrower”), the Guarantors and Lender, Lender has agreed to extend certain financial accommodations to or for the benefit of the Borrowers.

B. The Guarantors will derive direct and indirect economic benefits if Lender enters into the Credit Agreement and agrees to extend the financial accommodations provided for therein.

C. Lender is willing to extend the financial accommodations provided in the Credit Agreement, but only upon the condition, among others, that each Guarantor shall have executed and delivered this Guaranty.

### **AGREEMENT**

NOW, THEREFORE, in consideration of the premises and the covenants hereinafter contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Guarantor agrees as follows:

1. **DEFINED TERMS; CERTAIN MATTERS OF CONSTRUCTION.**

Unless otherwise defined herein, capitalized terms or matters of construction defined or established in Article I of the Credit Agreement shall be applied herein as defined or established therein.

2. **THE GUARANTY.**

2.1 **Guaranty of Guaranteed Obligations of the Borrowers.** Each Guarantor hereby absolutely, unconditionally and irrevocably guarantees, on a joint and several basis, to Lender and its successors, endorsees, transferees and assignees, as primary obligor and not merely as surety: (i) the prompt payment (whether at stated maturity, by acceleration or otherwise) and performance of the Obligations of the Borrowers; (ii) the due and prompt performance of all covenants, agreements, obligations, and liabilities of the Borrowers under or in respect of the Loan Documents; and (iii) the due and prompt payment and performance of all covenants, agreements, obligations, and liabilities of each other Guarantor under or in respect of this Guaranty and the other Loan Documents (all such obligations in the foregoing clauses (i) through (iii), whether now or hereafter existing, being referred to collectively as the “Guaranteed Obligations”). Each Guarantor agrees that this Guaranty is a guaranty of payment and performance and not of collection, and that its Guaranteed Obligations under this Guaranty shall be primary, continuing, irrevocable, absolute and unconditional, irrespective of, and unaffected by (and each Guarantor hereby irrevocably waives any defense to enforcement it may have now or in the future by reason of):

(a) the genuineness, validity, enforceability, illegality or future amendment of or change in this Guaranty, any other Loan Document or any other agreement, document or instrument to which any Guarantor or any other Credit Party is or may become a party;

(b) the absence of any action to enforce this Guaranty or any other Loan Document or the waiver or consent by Lender with respect to any of the provisions thereof;

(c) any default, failure, or delay, willful or otherwise, in the performance of the Guaranteed Obligations;

(d) the existence, value or condition of, or the failure to perfect Lender’s Lien against, any Collateral for the Guaranteed Obligations or any action, or the absence of any action, by Lender in respect thereof (including the taking, exchange, substitution, impairment, non-perfection or release of any such Collateral);

(e) the insolvency, bankruptcy, reorganization or similar proceeding of or affecting of any Credit Party or any change, restructuring, or termination of the corporate structure, ownership, or existence of any Credit Party or any of its Subsidiaries;

(f) any failure of Lender to disclose to any Credit Party any information relating to the business, condition (financial or otherwise), operations, performance, properties, or prospects of any other Credit Party now or hereafter known to Lender; each Guarantor waiving any duty of Lender to disclose such information;

(g) the failure of any other Person to execute or deliver this Guaranty or any other guaranty or agreement, or the release or reduction of liability of any Guarantor, or other guarantor or surety, with respect to the Guaranteed Obligations; or

(h) any other action or circumstance (including, without limitation, any statute of limitations) that constitutes a legal or equitable discharge or defense of a surety or guarantor;

it being agreed by each Guarantor that its Guaranteed Obligations under this Guaranty shall not be discharged until the indefeasible payment in full of the Guaranteed Obligations. Each Guarantor shall be regarded, and shall be in the same position, as a principal obligor with respect to the Guaranteed Obligations. Each Guarantor agrees that any notice or directive given at any time to Lender that is inconsistent with the waiver in the immediately preceding sentence shall be null and void and may be ignored by Lender, and, in addition, may not be pleaded or introduced as evidence in any litigation relating to this Guaranty for the reason that such pleading or introduction would be at variance with the written terms of this Guaranty, unless Lender has specifically agreed otherwise in writing. Each Guarantor acknowledges that the foregoing waivers are of the essence of the transaction contemplated by the Loan Documents and that, but for this Guaranty and such waivers, Lender would decline to enter into the Credit Agreement. Each Guarantor acknowledges that it has received adequate consideration for entering into this Guaranty and that all waivers and acknowledgments under this Section 2.1 by such Guarantor are knowingly made. Each Guarantor guarantees that the Guaranteed Obligations will be paid strictly in accordance with the terms of the Loan Documents, regardless of any law, regulation, or order of any Governmental Authority now or hereafter in effect. The obligations of each Guarantor hereunder are independent of the obligations of any other Guarantor or any other Credit Party under any Loan Document. A separate action may be brought against each Guarantor to enforce this Guaranty, whether or not any action is brought against the Borrowers or any other Credit Party or whether or not the Borrowers or any other Credit Party is joined in any such action.

2.2 Demand by Lender. In addition to the terms of the Guaranty set forth in Section 2.1, and in no manner imposing any limitation on such terms, it is expressly understood and agreed that if, at any time, any of the Guaranteed Obligations are declared to be immediately due and payable pursuant to the Loan Documents, then the Guarantors shall, without demand, pay to the holders of the Guaranteed Obligations the entire outstanding amount of the Guaranteed Obligations then due and payable. Payment by a Guarantor shall be made to Lender in immediately available funds in Dollars to an account designated by Lender or at the address set forth herein for the giving of notice to Lender or at any other address that may be specified in writing from time to time by Lender, and shall be credited and applied to the Guaranteed Obligations.

2.3 Enforcement of Guaranty. Lender shall not have any obligation to proceed against any Borrower or any other Credit Party or any Collateral pledged to secure the Guaranteed Obligations (although it may, at its option, so proceed) before seeking satisfaction from any Guarantor, and Lender may proceed, prior or subsequent to, or simultaneously with, the enforcement of Lender's rights hereunder, to exercise any right or remedy that it may have against any Collateral as a result of any Lien it may have as security for all or any portion of the Guaranteed Obligations.

2.4 Waiver. In addition to any other waivers contained herein, each Guarantor waives, and agrees that it shall not at any time insist upon, plead or in any other manner claim or take the benefit or advantage of, any appraisal, valuation, stay, extension, marshaling of assets or redemption laws, or exemption, whether now or at any time hereafter in force, that may delay, prevent or otherwise affect the performance by any Guarantor of its Guaranteed Obligations, or the enforcement by Lender of this Guaranty. Each Guarantor hereby waives diligence, presentment and demand (whether for non-payment or protest or of acceptance, maturity, extension of time, change in nature or form of the Guaranteed Obligations, acceptance of further security, release of further security, composition or agreement arrived at as to the amount of, or the terms of, the Guaranteed Obligations, notice of adverse change in any Borrower's financial condition or any other fact that might increase the risk to any Guarantor) with respect to any of the Guaranteed Obligations or all other demands whatsoever and waives the benefit of all provisions of law that are or might be in conflict with the terms of this Guaranty. Each Guarantor represents, warrants and agrees that, as of the date of this Guaranty, its Guaranteed Obligations under this Guaranty are not subject to any setoffs or defenses against Lender or any other Credit Party of any kind. Each Guarantor further agrees that its Guaranteed Obligations under this Guaranty shall not be subject to any counterclaims, setoffs or defenses against Lender or any other Credit Party of any kind that may arise in the future.

2.5 Benefit of Guaranty. The provisions of this Guaranty are for the benefit of Lender and their respective successors, transferees, endorsees and assigns, and nothing herein contained shall impair, as between any Credit Party, on the one hand, and Lender, on the other hand, the Guaranteed Obligations of any Credit Party under the Loan Documents. This Guaranty binds each Guarantor and no Guarantor may assign, transfer, or endorse this Guaranty. In the event all or any part of the Guaranteed Obligations are transferred, indorsed or assigned by Lender to any Person or Persons, any reference to "Lender" herein shall be deemed to refer equally to such Person or Persons.

2.6 Modification of Guaranteed Obligations. Each Guarantor hereby acknowledges and agrees that Lender may, at any time or from time to time and pursuant to the Loan Documents, with or without the consent of, or notice to, any Guarantor:

(a) change or extend the manner, place or terms of payment of, or renew, alter, substitute or increase all or any portion of, the Guaranteed Obligations;

(b) take any action under or in respect of the Loan Documents in the exercise of any remedy, power or privilege contained therein or available to it at law, in equity or otherwise, or waive or refrain from exercising any such remedies, powers or privileges;

(c) amend or modify, in any manner whatsoever, any of the Loan Documents;

(d) extend or waive the time for any Credit Party's performance of, or compliance with, any term, covenant or agreement on its part to be performed or observed under any of the Loan Documents, or waive such performance or compliance or consent to a failure of, or departure from, such performance or compliance;

(e) take and hold Collateral for the payment of the Guaranteed Obligations guaranteed hereby or sell, exchange, release, dispose of, or otherwise deal with, any property pledged, mortgaged or conveyed, or in which Lender has been granted a Lien, to secure any Obligations, in each case as permitted by the Loan Documents;

(f) release any Person who may be liable in any manner for the payment of any amounts owed by any Guarantor or any other Credit Party to Lender;

(g) modify or terminate the terms of any intercreditor or subordination agreement pursuant to which claims of other creditors of any Guarantor or any other Credit Party are subordinated to the claims of Lender; or

(h) apply any sums paid by any Person and realized in any manner to any amounts owing by any Guarantor or any other Credit Party to Lender in the manner provided in the Credit Agreement;

and each Guarantor acknowledges and agrees that Lender shall not incur any liability to any Guarantor as a result of any of the foregoing, and no such action shall impair or release the Guaranteed Obligations of any Guarantor.

2.7 Reinstatement. This Guaranty shall remain in full force and effect and continue to be effective should any petition be filed by or against any Guarantor or any other Credit Party for liquidation or reorganization, should any Guarantor or any Credit Party become insolvent or make an assignment for the benefit of creditors or should a receiver or trustee be appointed for all or any significant part of any Guarantor's or such Credit Party's assets, and shall continue to be effective or be reinstated, as the case may be, if at any time payment and performance of the Guaranteed Obligations, or any part thereof, is, pursuant to applicable law, rescinded or reduced in amount, or must otherwise be restored or returned by Lender, whether as a "voidable preference," "fraudulent transfer," or otherwise, all as though such payment or performance had not been made. In the event that any payment, or any part thereof, is rescinded, reduced, restored or returned, the Guaranteed Obligations shall be reinstated and deemed reduced only by such amount paid and not so rescinded, reduced, restored or returned.

2.8 Deferral of Subrogation, Etc. Notwithstanding anything to the contrary in this Guaranty, or in any other Loan Document, each Guarantor hereby:

(a) expressly and irrevocably waives, on behalf of itself and its successors and assigns (including any surety) until the indefeasible payment in full of the Guaranteed Obligations, any and all rights at law or in equity to subrogation, to reimbursement, to exoneration, to contribution, to indemnification, to setoff or to any other rights that could accrue to a surety against a principal, to a guarantor against a principal, to a guarantor against a maker or obligor, to an accommodation party against the party accommodated, to a holder or transferee against a maker, or to the holder of any claim against any Person and that any

Guarantor may have or hereafter acquire against any Credit Party in connection with or as a result of such Guarantor's execution, delivery or performance of this Guaranty, or any other documents to which any Guarantor is a party or otherwise; and

(b) acknowledges and agrees that (i) this waiver is intended to benefit Lender and shall not limit or otherwise affect any Guarantor's liability hereunder or the enforceability of this Guaranty, and (ii) Lender and its successors and assigns are intended third party beneficiaries of the waivers and agreements set forth in this Section 2.8 and their rights under this Section 2.8 shall survive payment in full of the Guaranteed Obligations.

2.9 Election of Remedies. If Lender may, under applicable law, proceed to realize benefits under any of the Loan Documents giving Lender a Lien upon any Collateral owned by any Credit Party, either by judicial foreclosure or by nonjudicial sale or enforcement, then Lender may, at its sole option, determine which of its remedies or rights it may pursue without affecting any of such rights and remedies under this Guaranty. If, in the exercise of any of its rights and remedies, Lender shall forfeit any of its rights or remedies, including its right to enter a deficiency judgment against any Credit Party, whether because of any applicable laws pertaining to "election of remedies" or the like, each Guarantor hereby consents to such action by Lender and waives any claim based upon such action, even if such action by Lender shall result in a full or partial loss of any rights of subrogation that such Guarantor might otherwise have had but for such action by Lender. Any election of remedies that results in the denial or impairment of the right of Lender to seek a deficiency judgment against any Credit Party shall not impair any Guarantor's obligation to pay the full amount of the Guaranteed Obligations. If Lender shall bid at any foreclosure or trustee's sale or at any private sale permitted by law or the Loan Documents, Lender may bid all or less than the amount of the Guaranteed Obligations and the amount of such bid need not be paid by Lender but shall be credited against the Guaranteed Obligations. The amount of the successful bid at any such sale conducted in accordance with applicable law shall be conclusively deemed to be the fair market value of the collateral and the difference between such bid amount and the remaining balance of the Guaranteed Obligations shall be conclusively deemed to be the amount of the Guaranteed Obligations guaranteed under this Guaranty, notwithstanding that any present or future law or court decision or ruling may have the effect of reducing the amount of any deficiency claim to which Lender might otherwise be entitled but for such bidding at any such sale.

2.10 Subordination.

(a) Each Guarantor hereby agrees that, until the indefeasible payment in full of the Guaranteed Obligations, all obligations and all Indebtedness of the Borrowers to any Guarantor, including any and all present and future Indebtedness regardless of its nature or manner of origination now or hereafter to become due and owing by the Borrowers to any such Guarantor (collectively, the "Subordinated Indebtedness"), are hereby subordinated and postponed and shall be inferior, in all respects, to the Guaranteed Obligations.

(b) In no circumstance shall any Subordinated Indebtedness be entitled to any collateral security; provided, that in the event any such collateral security exists, each Guarantor hereby agrees that any now existing or hereafter arising Lien upon any of the assets of the Borrowers in favor of any Guarantor, whether created by contract, assignment, subrogation, reimbursement, indemnity, operation of law, principles of equity or otherwise,

shall be junior and inferior to, and is hereby subordinated in priority to any now existing or hereafter arising Liens in favor of Lender in and against the Collateral, regardless of the time, manner or order of creation, attachment or perfection of the respective Liens.

(c) Except as expressly permitted in the Credit Agreement or other Loan Documents, each Guarantor hereby agrees that it shall not assert, collect, accept payment on or enforce any of the Subordinated Indebtedness or take collateral or other security to secure payment of the Subordinated Indebtedness until the indefeasible payment in full of the Guaranteed Obligations. No Guarantor shall demand payment of, accelerate the maturity of, or declare a default or event of default under the Subordinated Indebtedness until the indefeasible payment in full of the Guaranteed Obligations. Except as expressly permitted in the Credit Agreement or other Loan Documents, no Guarantor shall cause or permit any Borrower to make or give, and no Guarantor shall receive or accept, payment in any form (whether direct or indirect, including by transfer to an Affiliate or Subsidiary of any Borrower or any Guarantor) on account of the Subordinated Indebtedness, make any transfers in respect of the Subordinated Indebtedness without the express prior written consent of Lender (which consent may be withheld for any reason in Lender's sole discretion), or give any collateral security for the Subordinated Indebtedness. Any payment, transfer, or collateral security so made or given by any Borrower and received or accepted by any Guarantor, without the express prior written consent of Lender, shall be held in trust by such Guarantor for the account of Lender, and such Guarantor shall promptly turn over, in kind, any such payment to Lender for application in reduction of, or (in the case of property other than cash) as security for, the Guaranteed Obligations of the Guarantors hereunder.

3. DELIVERIES. The Guarantors shall deliver to Lender, concurrently with the execution of this Guaranty and the Credit Agreement and in a form satisfactory to Lender, the Loan Documents and other instruments, certificates and documents as are required to be delivered by the Guarantors to Lender under the Credit Agreement.

4. REPRESENTATIONS AND WARRANTIES. To induce Lender to extend the financial accommodations under the Credit Agreement, each Guarantor makes the representations and warranties contained in the Credit Agreement applicable to such Guarantor, each of which is incorporated herein by reference. Each Guarantor further represents and warrants that: (a) there are no conditions precedent to the effectiveness of this Guaranty that have not been satisfied or waived; and (b) such Guarantor has, independently and without reliance upon Lender and based on such documents and information as it has deemed appropriate, made its own credit analysis and decision to enter into this Guaranty and any other Loan Document to which it is or may become a party, and has established adequate procedures for continually obtaining information pertaining to, and is now and at all times will be completely familiar with, the business, condition (financial or otherwise), operations, performance, properties, and prospects of the Borrowers and each other Credit Party.

5. FURTHER ASSURANCES. Each Guarantor agrees, upon the written request of Lender, to execute and deliver to Lender, from time to time, any additional Instruments or documents reasonably considered necessary by Lender to cause this Guaranty to be, become or remain valid and effective in accordance with its terms. Each Guarantor covenants and agrees that, until the indefeasible payment in full of the Guaranteed Obligations, such Guarantor will perform and observe, and cause each of its Subsidiaries to perform and observe, all of the terms, covenants, and

agreements set forth in the Loan Documents that are required to be, or that any Credit Party has agreed to cause to be, performed or observed by such Guarantor or Subsidiary.

6. PAYMENTS FREE AND CLEAR OF TAXES. All payments required to be made by any Guarantor hereunder shall be made to Lender free and clear of, and without deduction for, any and all present or future Taxes. If any Guarantor shall be required by law to deduct any Taxes from or in respect of any sum payable hereunder, (a) the sum payable shall be increased as much as shall be necessary so that, after making all required deductions (including deductions applicable to additional sums payable under this Section 6), Lender receives an amount equal to the sum it would have received had no such deductions been made, (b) such Guarantor shall make such deductions, and (c) such Guarantor shall pay the full amount deducted to the relevant taxing or other authority in accordance with applicable law. Within 30 days after the date of any payment of Taxes, the Guarantors shall furnish to Lender the original or a certified copy of a receipt evidencing payment thereof. The Guarantors shall jointly and severally indemnify and, within ten (10) days of demand therefor, pay Lender for the full amount of Taxes (including any Taxes imposed by any jurisdiction on amounts payable under this Section 6) paid by Lender with respect to any sum payable by any Guarantor to Lender under this Guaranty or any other Loan Document and any liability (including penalties, interest and expenses) arising therefrom or with respect thereto, whether or not such Taxes were correctly or legally asserted.

7. ADDITIONAL WAIVERS. Each Guarantor hereby waives (a) any defense based upon any lack of authority of the officers, directors, partners or agents acting or purporting to act on behalf of any Borrower or any principal of any Borrower or any legal disability or defect in the formation of any Borrower; (b) any defense based upon the application by any Borrower of the proceeds of the Loans for purposes other than the purposes represented by such Borrower to Lender or intended or understood by Lender or any Guarantor; and (c) the benefit of any statute of limitations affecting the liability of such Guarantor hereunder or the enforcement hereof, and each Guarantor further agrees that any act or event that tolls any statute of limitations applicable to the Obligations of any Borrower shall similarly operate to toll the statute of limitations applicable to such Guarantor's liability hereunder.

8. OTHER TERMS.

8.1 Entire Agreement. This Guaranty, together with the Credit Agreement, the Security Agreement and the other Loan Documents, constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements relating to a guaranty of the loans and advances under the Loan Documents or the Guaranteed Obligations.

8.2 Headings. The headings in this Guaranty are for convenience of reference only and are not part of the substance of this Guaranty.

8.3 Severability. Whenever possible, each provision of this Guaranty shall be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of this Guaranty shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Guaranty.

8.4 Notices. Except as otherwise provided herein, whenever it is provided herein that any notice, demand, request, consent, approval, declaration or other communication shall or may be given to or served upon any of the parties by any other party, or whenever any of the parties desires to give or serve upon any other party any communication with respect to this Guaranty, each such notice, demand, request, consent, approval, declaration or other communication shall be in writing and shall be given in the manner, and deemed received, as provided for in the Credit Agreement.

8.5 Successors and Assigns. This Guaranty and all Guaranteed Obligations of the Guarantors hereunder shall be binding upon the successors and assigns of each Guarantor (including a trustee or debtor-in-possession on behalf of any Guarantor) and shall, together with the rights and remedies of Lender hereunder, inure to the benefit of Lender, all future holders of any instrument evidencing any of the Guaranteed Obligations and the successors and assigns of Lender. No sales of participations, other sales, assignments, transfers or other dispositions of any agreement governing or instrument evidencing the Guaranteed Obligations or any portion thereof or interest therein shall in any manner affect the rights of Lender hereunder. No Guarantor may assign, sell, hypothecate or otherwise transfer any interest in or Obligation under this Guaranty.

8.6 No Waiver; Cumulative Remedies; Amendments. Lender shall not by any act, delay, omission or otherwise be deemed to have waived any of its rights or remedies hereunder, and no waiver shall be valid unless in writing, signed by Lender and then only to the extent therein set forth. A waiver by Lender of any right or remedy hereunder on any one occasion shall not be construed as a bar to any right or remedy that Lender would otherwise have had on any future occasion. No failure to exercise nor any delay in exercising on the part of Lender any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or privilege hereunder preclude any other or future exercise thereof or the exercise of any other right, power or privilege. The rights and remedies hereunder provided are cumulative and may be exercised singly or concurrently, and are not exclusive of any rights and remedies provided by law. None of the terms or provisions of this Guaranty may be waived, altered, modified, supplemented or amended except by an instrument in writing, duly executed by each Guarantor and Lender.

8.7 Termination. This Guaranty is a continuing guaranty and shall remain in full force and effect until the indefeasible payment in full of the Guaranteed Obligations. Upon payment and performance in full of the Guaranteed Obligations, Lender shall deliver to the Guarantors such documents to evidence such termination.

8.8 Electronic Transmission. Delivery of an executed signature page to this Guaranty by facsimile or electronic transmission shall be effective as delivery of the original of a manually executed counterpart thereof.

8.9 Limitation on Guaranteed Obligations. Notwithstanding any provision herein contained to the contrary, each Guarantor's liability hereunder shall be limited to an amount not to exceed as of any date of determination the amount that could be claimed by Lender from such Guarantor under this Guaranty without rendering such claim voidable or avoidable under Section 548 of chapter 11 of the Bankruptcy Code or under any applicable state Uniform Fraudulent Transfer

Act, Uniform Fraudulent Conveyance Act or similar statute or common law to the extent applicable to this Guaranty and the obligations of any Guarantor hereunder.

8.10 Right of Setoff. If an Event of Default shall have occurred and be continuing, Lender is hereby authorized at any time and from time to time, to the fullest extent permitted by law, and without prior notice to any Guarantor or any other Credit Party, any such notice being expressly waived by each Guarantor, to set off and appropriate and apply any and all deposits (general or special, time or demand, provisional or final, in whatever currency) at any time held and other obligations (in whatever currency) at any time owing by Lender to or for the credit or the account of any Guarantor or any other Credit Party against any and all of the obligations of such Guarantor or such other Credit Party now or hereafter existing under this Guaranty or any other Loan Document to Lender, whether direct or indirect, absolute or contingent, matured or unmatured, and irrespective of whether or not Lender shall have made any demand under this Guaranty or any other Loan Document.

8.11 Indemnification. Without limitation of its indemnification obligations under the other Loan Documents, each Guarantor jointly and severally agrees to indemnify Lender and the other Indemnified Persons (as defined in Section 9.05 of the Credit Agreement) against, and hold each of them harmless from, any and all losses, claims, damages, liabilities and related expenses, including reasonable fees, disbursements and other charges of counsel, incurred by or asserted against any of them arising out of, in any way connected with, or as a result of, the execution, delivery or performance of this Guaranty (including, without limitation, enforcement of this Guaranty) or any claim, litigation, investigation or proceeding relating hereto, whether or not any Indemnified Person is a party thereto; provided that such indemnity shall not, as to any Indemnified Person, be available to the extent that such losses, claims, damages, liabilities or related expenses are determined by a court of competent jurisdiction by final and nonappealable judgment to have resulted from the gross negligence or willful misconduct of such Indemnified Person.

9. SECURITY. To secure payment of the Guaranteed Obligations under this Guaranty, concurrently with the execution of this Guaranty, each Guarantor has entered into a Security Agreement pursuant to which such Guarantor has granted to Lender a Lien on substantially all of its personal property.

10. GOVERNING LAW. THIS GUARANTY IS BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF WASHINGTON; PROVIDED THAT LENDER SHALL RETAIN ALL RIGHTS ARISING UNDER FEDERAL LAW.

11. Jurisdiction; Venue. Any suit, action or proceeding seeking to enforce any provision of, or based on any matter arising out of or in connection with, this Guaranty or the transactions contemplated hereby may be brought in any federal or state court located in the City of Tacoma, Washington, and each of the parties hereby consents to the jurisdiction of such courts (and of the appropriate appellate courts therefrom) in any such suit, action or proceeding and irrevocably waives, to the fullest extent permitted by law, any objection which it may now or hereafter have to the laying of the venue of any such suit, action or proceeding in any such court or that any such suit, action or proceeding which is brought in any such court has been brought in an inconvenient forum. Process

in any such suit, action or proceeding may be served on any party anywhere in the world, whether within or without the jurisdiction of any such court.

12. Washington Statutory Warning. ORAL AGREEMENTS OR ORAL COMMITMENTS TO LOAN MONEY, EXTEND CREDIT, OR TO FOREBEAR FROM ENFORCING REPAYMENT OF A DEBT ARE NOT ENFORCEABLE UNDER WASHINGTON LAW.

13. ADDITIONAL GUARANTORS. Each Person that is required to become a Guarantor pursuant to the Credit Agreement will become a Guarantor (each an "Additional Guarantor"), with the same force and effect as if they were originally named as a Guarantor herein, for all purposes of this Guaranty upon the execution and delivery by such Person of a supplement to this Guaranty in a form as is reasonably acceptable to Lender (each a "Guaranty Supplement"). Each reference to "Guarantor" (or any words of like import referring to a Guarantor) in this Guaranty or any other Loan Document shall also mean the Additional Guarantor; and each reference in this Guaranty or any other Loan Document to this "Guaranty" (or words of like import referring to this Guaranty) shall mean this Guaranty as supplemented by each Guaranty Supplement. No consent of any other Guarantor hereunder will be required for the execution and delivery of any Guaranty Supplement. The rights and obligations of each Guarantor hereunder shall remain in full force and effect notwithstanding the addition of any Additional Guarantor as a party to this Guaranty.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the undersigned has caused this Guaranty to be executed and delivered as of the date first above written.

**GUARANTORS:**

**BRIDAL DREAMS, LLC,**  
a Delaware limited liability company

By: \_\_\_\_\_  
Name: Brian P. Gibbons, Jr., FACHE  
Title: Authorized Signatory

**DEPOT PLUS, LLC,**  
a Delaware limited liability company

By: \_\_\_\_\_  
Name: Brian P. Gibbons, Jr., FACHE  
Title: Authorized Signatory

**HOME SUPPLY, LLC,**  
a Delaware limited liability company

By: \_\_\_\_\_  
Name: Brian P. Gibbons, Jr., FACHE  
Title: Authorized Signatory

**KITCHEN APPLIANCES, LLC,**  
a Delaware limited liability company

By: \_\_\_\_\_  
Name: Brian P. Gibbons, Jr., FACHE  
Title: Authorized Signatory

[Signature Page to Guaranty]

**NORTHWEST HEALTH, LLC,**  
a Delaware limited liability company

By: \_\_\_\_\_  
Name: Brian P. Gibbons, Jr., FACHE  
Title: Authorized Signatory

**PACIFIC NORTHWEST ASC MANAGEMENT, LLC,**  
a Delaware limited liability company

By: \_\_\_\_\_  
Name: Brian P. Gibbons, Jr., FACHE  
Title: Authorized Signatory

**SUNNYSIDE HOSPITAL SERVICE CORP.,**  
a Washington corporation

By: \_\_\_\_\_  
Name: Brian P. Gibbons, Jr., FACHE  
Title: Authorized Signatory

**SUNNYSIDE MEDICAL CENTER, LLC,**  
a Washington limited liability company

By: \_\_\_\_\_  
Name: Brian P. Gibbons, Jr., FACHE  
Title: Authorized Signatory

**WEDDED BLISS, LLC,**  
a Delaware limited liability company

By: \_\_\_\_\_  
Name: Brian P. Gibbons, Jr., FACHE  
Title: Authorized Signatory

[Signature Page to Guaranty]

**EXHIBIT F**

**FORM OF**

**SECURITY AGREEMENT**

This Security Agreement is dated as of December 17, 2020 (this “Agreement”), by and among **ASTRIA HEALTH**, a Washington nonprofit corporation (“Parent”), **SUNNYSIDE COMMUNITY HOSPITAL ASSOCIATION dba ASTRIA SUNNYSIDE HOSPITAL**, a Washington nonprofit corporation (“Sunnyside”), **SHC MEDICAL CENTER—TOPPENISH dba ASTRIA TOPPENISH HOSPITAL**, a Washington nonprofit corporation (“Toppenish”), **SHC MEDICAL CENTER—YAKIMA dba ASTRIA REGIONAL MEDICAL CENTER**, a Washington nonprofit corporation (“Yakima”), **SHC HOLDCO, LLC**, a Washington limited liability company (“Intermediate Holdco”), **SUNNYSIDE COMMUNITY HOSPITAL HOME MEDICAL SUPPLY, LLC**, a Washington limited liability company (“Sunnyside Medical Supply”), **SUNNYSIDE HOME HEALTH**, a Washington nonprofit corporation (“Sunnyside Home Health”), **SUNNYSIDE PROFESSIONAL SERVICES, LLC**, a Washington limited liability company (“Sunnyside Professional”), **OXBOW SUMMIT, LLC**, a Delaware limited liability company (“Oxbow”), **KITCHEN AND BATH FURNISHINGS LLC**, a Delaware limited liability company (“Kitchen and Bath”), **GLACIER CANYON, LLC**, a Delaware limited liability company (“Glacier”), **ASTRIA HEALTH CLINICALLY INTEGRATED NETWORK, LLC, LLC**, a Missouri limited liability company (“Caravan”), **YAKIMA HOME CARE HOLDINGS, LLC**, a Delaware limited liability company (“Home Care Holdings”), **YAKIMA HMA HOME HEALTH, LLC**, a Washington limited liability company (“HMA Home Health” and with Parent, Sunnyside, Toppenish, Yakima, Intermediate Holdco, Sunnyside Medical Supply, Sunnyside Home Health, Sunnyside Professional, Oxbow, Kitchen and Bath, Glacier, Caravan, Home Care Holdings, HMA Home Health and the other persons from time to time that become a party to this Agreement as borrowers, collectively, the “Borrowers” and each, a “Borrower”), and **SUNNYSIDE MEDICAL CENTER, LLC**, a Washington limited liability company (“Sunnyside Medical”), **SUNNYSIDE HOSPITAL SERVICE CORP.**, a Washington corporation (“Sunnyside Service”), **WEDDED BLISS, LLC**, a Washington limited liability company (“Wedded Bliss”), **BRIDAL DREAMS, LLC**, a Delaware limited liability company (“Bridal Dreams”), **HOME SUPPLY, LLC**, a Delaware limited liability company (“Home Supply”); **KITCHEN APPLIANCES, LLC** (“Kitchen Appliances”), **DEPOT PLUS, LLC**, a Delaware limited liability company, (“Depot Plus”), **NORTHWEST HEALTH, LLC**, a Delaware limited liability company (“Northwest Health”), **PACIFIC NORTHWEST ASC MANAGEMENT, LLC**, a Delaware limited liability company (“Northwest Management” and together with Sunnyside Medical, Sunnyside Service, Wedded Bliss, Bridal Dreams, Home Supply, Kitchen Appliances, Depot Plus, and Northwest Health, collectively, the “Grantors” and each, a “Grantor”, and with the Borrowers, referred to collectively herein as the “Grantors”); and in favor of **MULTICARE HEALTH SYSTEM**, a Washington non-profit corporation (the “Lender” and together with the beneficiaries of each indemnification obligation undertaken by any Grantor under any Loan Document and the successors and assigns of each of the foregoing, “Secured Party”), as secured party.

## RECITALS

WHEREAS, Grantors and Secured Party are party to that certain Credit Agreement, dated as of even date herewith (as the same has been or will be amended, modified, restated, or supplemented from time to time, the "Credit Agreement");

WHEREAS, Secured Party has agreed to make a Loan (as defined in the Credit Agreement) to the Borrowers, pursuant to, and upon the terms and subject to the conditions specified in the Credit Agreement;

WHEREAS, the Guarantors have agreed to guarantee, among other things, all of the Obligations (as defined in the Credit Agreement) pursuant to that certain Continuing Guaranty, dated as of even date herewith (as the same has been or will be amended, modified, restated, or supplemented from time to time, the "Guaranty"), made by the Guarantors in favor Secured Party;

WHEREAS, the obligation of Secured Party to make the Loan is conditioned upon, among other things, the execution and delivery by the Grantors of an agreement in the form hereof to secure (a) the due and punctual payment by the Borrowers of (i) the principal of and premium, if any, and interest (including interest accruing during the pendency of any bankruptcy, insolvency, receivership or other similar proceeding, regardless of whether allowed or allowable in such proceeding) on the Loan, when and as due, whether at maturity, by acceleration, upon one or more dates set for prepayment or otherwise and (ii) all other Obligations, including fees, costs, expenses and indemnities, whether primary, secondary, direct, contingent, fixed or otherwise (including monetary obligations incurred during the pendency of any bankruptcy, insolvency, receivership or other similar proceeding, regardless of whether allowed or allowable in such proceeding), of the Credit Parties to Secured Party under the Credit Agreement and the other Loan Documents, and (b) the due and punctual performance of all covenants, agreements, obligations and liabilities of the Credit Parties under or pursuant to the Credit Agreement and the other Loan Documents;

NOW, THEREFORE, in consideration of the promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

## ARTICLE I DEFINITIONS

### **Section 1.1 Definition of Terms Used Herein.**

(a) The following terms when used in this Agreement shall have the meanings assigned to them in the UCC (as defined in the Credit Agreement) as in effect from time to time: "Accounts", "Health Care Insurance Receivables", "Chattel Paper", "Electronic Chattel Paper", "Commercial Tort Claims", "Deposit Accounts", "Documents", "General Intangibles", "Intellectual Property", "Goods", "Inventory", "Equipment", and "Fixtures", "Instruments", "Investment Property", "Letter-of-Credit Rights", "Supporting Obligations" and "Tangible Chattel Paper".

(b) Unless the context otherwise requires, all capitalized terms used but not defined herein shall have the meanings set forth in the Credit Agreement.

**Section 1.2 Definition of Certain Terms Used Herein.** As used herein, the following terms shall have the following meanings:

“Additional Documents” has the meaning set forth in Section 4.5.

“Borrowers” has the meaning assigned in the introductory paragraph hereof.

“Collateral” means all of each Grantor’s now owned or hereafter acquired right, title and interest in and to each of the following:

- (a) all Accounts, including Health Care Insurance Receivables;
- (b) all Chattel Paper, including Electronic Chattel Paper and Tangible Chattel Paper;
- (c) all Commercial Tort Claims, including, without limitation those Commercial Tort Claims listed on Schedule 6 hereof;
- (d) all Deposit Accounts;
- (e) all Documents;
- (f) all General Intangibles, including Intellectual Property;
- (g) all Goods, including Inventory, Equipment, and Fixtures;
- (h) all Instruments;
- (i) all Pledged Collateral, Pledged Debt and Distributions;
- (j) all Letter-of-Credit Rights;
- (k) all Supporting Obligations;
- (l) all monies, whether or not in the possession or under the “control” of Secured Party, a Lender, or a bailee or Affiliate of Secured Party or a Lender as contemplated in the UCC;
- (m) all accessions to, substitutions for, and all replacements, products, and cash and non-cash proceeds of the foregoing, including proceeds of and unearned premiums with respect to insurance policies, and claims against any Person for loss, damage, or destruction of any Collateral;
- (n) all books and records (including customer lists, files, correspondence, tapes, computer programs, print-outs, and computer records) pertaining to the foregoing; and
- (o) to the extent not covered by clauses (a) through (n) of this sentence, all other assets, personal property and rights of such Grantor, whether tangible or intangible;

together with all Proceeds and products, whether tangible or intangible, of any of the foregoing, including, without limitation, whatever is receivable or received when any of the foregoing or the Proceeds thereof are sold, leased, collected, exchanged or otherwise disposed of, whether such disposition is voluntary or involuntary, including without limitation, all rights to payment, including returned premiums, with respect to any insurance relating to any of the foregoing, and all rights to payment with respect to any cause of action affecting or relating to any of the foregoing.

“Collections” means, collectively, all cash, checks, notes, instruments, and other items of payment (including insurance proceeds, proceeds of cash sales, rental proceeds, and tax refunds) of any Grantor.

“Credit Agreement” has the meaning assigned in the Recitals.

“Distributions” means collectively, with respect to each Grantor, all dividends, cash, options, warrants, rights, instruments, distributions, returns of capital or principal, income, interest, profits and other property, interests (debt or equity) or proceeds, including as a result of a split, revision, reclassification or other like change of the Pledged Collateral, from time to time received, receivable or otherwise distributed or distributable to such Grantor in respect of or in exchange for any or all of the Pledged Collateral or Pledged Debt.

“Grantor” and “Grantors” has the meaning assigned in the introductory paragraph hereof.

“Guarantors” has the meaning assigned in the introductory paragraph hereof.

“Guaranty” has the meaning assigned in the Recitals.

“Issuer” means any issuer of any Pledged Collateral (including any Issuer as defined in the UCC).

“Lender” has the meaning assigned in the Recitals.

“Negotiable Collateral” means, with respect to any Grantor, all of such Person’s right, title and interest, whenever acquired, in any letters of credit, Letter-of-Credit Rights, Instruments, Promissory Notes, drafts, Documents and Chattel Paper, including Electronic Chattel Paper and Tangible Chattel Paper, and any and all Supporting Obligations in respect thereof.

“Partnership/LLC Interests” means, with respect to any Grantor, the entire partnership, membership interest or limited liability company interest, as applicable, of such Grantor in each partnership, limited partnership or limited liability company owned thereby, including such Grantor’s capital account, its interest as a partner or member, as applicable, in the net cash flow, net profit and net loss, and items of income, gain, loss, deduction and credit of any such partnership, limited partnership or limited liability company, as applicable, such Grantor’s interest in all distributions made or to be made by any such partnership, limited partnership or limited liability company, as applicable, to such Grantor and all of the other economic rights, titles and interests of such Grantor as a partner or member, as applicable, of any such partnership, limited partnership or limited liability company, as applicable, whether set forth in the partnership

agreement or membership agreement, as applicable, of such partnership, limited partnership or limited liability company, as applicable, by separate agreement or otherwise.

“Pledged Collateral” means the Investment Property and Partnership/LLC Interests identified on Schedule 1 hereto.

“Pledged Debt” means, with respect to each Grantor, all Indebtedness (including intercompany notes) from time to time owed to such Grantor by any obligor, including the Indebtedness described in Schedule 2 hereof and issued by the obligors named therein, and all interest, cash, instruments and other property, assets or proceeds from time to time received, receivable or otherwise distributed or distributable in respect of or in exchange for any or all of such Debt and all certificates, instruments or agreements evidencing such Indebtedness, and all assignments, amendments, restatements, supplements, extensions, renewals, replacements or modifications thereof.

“Proceeds” means any proceeds of Collateral within the meaning of Section 9-315 of the UCC.

“Secured Obligations” means, with respect to each Borrower, the “Obligations”, as defined in the Credit Agreement, and, with respect to each Guarantor, the “Guaranteed Obligations”, as defined in the Guaranty.

“Security Interest” shall have the meaning assigned to such term in Section 2.1.

**Section 1.3 Rules of Interpretation.** The rules of interpretation specified in Section 1.03 of the Credit Agreement shall be applicable to this Agreement.

## ARTICLE II SECURITY INTEREST

**Section 2.1 Grant of Security Interest.** Each Grantor hereby grants, pledges and assigns to Secured Party a Lien on and continuing security interest in all of its right, title, and interest in, to and under all currently existing and hereafter acquired or arising Collateral, wherever located, and all proceeds and products thereof (the “Security Interest”) in order to secure prompt repayment of any and all of the Secured Obligations in accordance with the terms and conditions of the Loan Documents and in order to secure prompt performance by each Grantor of each of its covenants and duties under the Loan Documents. The Security Interest shall attach to all Collateral without further act on the part of Secured Party or any Grantor.

**Section 2.2 No Assumption of Liability.** The Security Interest is granted as security only and shall not subject Secured Party to, or in any way alter or modify, any obligation or liability of any Grantor with respect to or arising out of the Collateral.

## ARTICLE III REPRESENTATIONS AND WARRANTIES

The Grantors jointly and severally represent and warrant to Secured Party that:

**Section 3.1 Title and Authority.** Each Grantor has good and valid rights in and title to the Collateral with respect to which it has purported to grant a Security Interest hereunder and has full power and authority to grant to Secured Party the Security Interest in such Collateral pursuant hereto and to execute, deliver and perform its obligations in accordance with the terms of this Agreement, without the consent or approval of any other person other than any consent or approval which has been obtained.

**Section 3.2 Filings.** UCC-1 financing statements describing the Collateral and any necessary amendments thereto have been filed with the Secretary of State of the jurisdiction of incorporation or formation for such Grantor and such filings are all the filings, recordings and registrations that are necessary to perfect and maintain the Security Interest in favor of Secured Party in respect of all Collateral in which the Security Interest may be perfected by filing, recording or registration in the United States (or any political subdivision thereof) and its territories and possessions, and no further or subsequent filing, refile, recording, rerecording, registration or re-registration is necessary in any such jurisdiction, except as provided under Section 4.1 and applicable law with respect to the filing of continuation statements.

**Section 3.3 Validity of Security Interest.** The Security Interest constitutes (a) a legal and valid security interest in all the Collateral securing the payment and performance of the Secured Obligations and (b) subject to the filings described in Section 3.2 above, a perfected security interest in all Collateral in which a security interest may be perfected by filing, recording or registering a financing statement or analogous document in the United States (or any political subdivision thereof) and its territories and possessions pursuant to the UCC or other applicable law in such jurisdictions. The Security Interest is and shall be prior to any other Lien on any of the Collateral, other than Liens expressly permitted pursuant to Section 6.01 of the Credit Agreement.

**Section 3.4 Absence of Other Liens.** The Collateral is owned by the Grantors free and clear of any Lien, except for Liens expressly permitted pursuant to Section 6.01 of the Credit Agreement. No Grantor has filed or consented to the filing of (a) any financing statement or analogous document under the UCC or any other applicable laws covering any Collateral, or (b) any assignment in which any Grantor assigns any Collateral or any security agreement or similar instrument covering any Collateral with any foreign governmental, municipal or other office, which financing statement or analogous document, assignment, security agreement or similar instrument is still in effect, except, in each case, for Liens expressly permitted pursuant to Section 6.01 of the Credit Agreement. Each Grantor has fee simple title to, or a valid leasehold interest in, all its real property, and good title to, or a valid leasehold interest in, all its Collateral. No Person other than Secured Party has control or possession of all or any part of the Collateral, except as permitted by the Credit Agreement.

**Section 3.5 Pledged Collateral and Pledged Debt.** Schedule 1 sets forth a complete and accurate list of all Pledged Collateral held by such Grantor as of the date hereof. The Pledged Collateral pledged by such Grantor hereunder constitute all of the issued and outstanding equity interests of each Issuer owned by such Grantor and such equity interests represent all of the outstanding equity interests of each such Issuer which is a Subsidiary. All of the Pledged Collateral existing on the date hereof have been, and to the extent any Pledged Collateral are hereafter issued, such Pledged Collateral will be, upon such issuance, duly authorized, validly issued, fully paid and non-assessable. Each Grantor represents and warrants that all certificates, agreements or

instruments representing or evidencing the Pledged Collateral in existence on the date hereof have been delivered to Secured Party in suitable form for transfer by delivery or accompanied by duly executed undated instruments of transfer or assignment in blank and that (assuming continuing possession by Secured Party of any such Pledged Collateral) Secured Party has a perfected first priority security interest therein and in all uncertificated Pledged Collateral pledged by it hereunder that are in existence on the date hereof. Schedule 2 sets forth a complete and accurate list of all Pledged Debt held by such Grantor as of the date hereof. All of the Pledged Debt described on Schedule 2 has been duly authorized, authenticated or issued, and delivered and is the legal, valid and binding obligation of the issuers thereof, enforceable in accordance with their respective terms (subject to the effects of bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium and other similar laws relating to or affecting creditors' rights generally, general equitable principles (whether considered in a proceeding in equity or at law)) and is not in default. The Pledged Debt constitutes all of the issued and outstanding intercompany indebtedness owing to such Grantor and if evidenced by promissory notes, such notes have been delivered to Secured Party.

**Section 3.6 Instruments and Tangible Chattel Paper.** (i) As of the date hereof, no amounts payable to such Grantor under or in connection with any of the Collateral are evidenced by any Instrument or Tangible Chattel Paper other than Instruments and Tangible Chattel Paper listed on Schedule 3 hereof and (ii) each Instrument and each item of Tangible Chattel Paper listed on Schedule 3 hereof has been properly endorsed, assigned and delivered to Secured Party, accompanied by undated instruments of transfer or assignment duly executed in blank.

**Section 3.7 Deposit Accounts.** As of the date hereof, no Grantor has opened or maintains any Deposit Accounts other than the accounts listed in Schedule 4 hereof.

**Section 3.8 Investment Property.** As of the date hereof, no Grantor (1) has any securities or commodities accounts other than those listed in Schedule 5 hereof, and (2) holds, owns or has any interest in any certificated securities or uncertificated securities other than those constituting Pledged Collateral and those maintained in securities commodity accounts listed in Schedule 5 hereof.

**Section 3.9 Commercial Tort Claims.** On the date hereof, no Grantor holds any Commercial Tort Claim which might reasonably result in awarded damages (less any and all legal and other expenses incurred or reasonably expected to be incurred by such Grantor) in excess of \$250,000 that is not listed on Schedule 6.

**Section 3.10 Locations.** On the date hereof, such Grantor's type of organization, jurisdiction of organization, legal name, Federal Taxpayer Identification Number, organizational identification number (if any) and chief executive office or principal place of business are indicated next to its name in Schedule 7 hereof. Schedule 7 also lists all of such Grantor's jurisdictions and types of organization, legal names and locations of chief executive office or principal place of business at any time during the four months preceding the date hereof, if different from those referred to in the preceding sentence. On the date hereof, the Inventory and the Equipment (other than mobile goods and goods in transit) of such Grantor are kept at locations listed in Schedule 7.

**Section 3.12 Collateral Information.** All information set forth herein, including the schedules annexed hereto, and all information contained in any documents, schedules and lists heretofore delivered to Secured Party, in connection with this Agreement, in each case, relating to the Collateral, is accurate and complete. The Collateral described on the schedules hereof constitutes all of the property of such type of Collateral owned or held by the Grantors.

## **ARTICLE IV COVENANTS**

### **Section 4.1 Change of Name; Location of Collateral; Records; Place of Business.**

(a) Each Grantor agrees promptly to notify Secured Party in writing of, and at least 10 days' prior to, any change (i) in its corporate name or in any trade name used to identify it in the conduct of its business or in the ownership of its properties, (ii) in the location of its chief executive office, its principal place of business or any office in which it maintains books or records relating to Collateral owned by it (including the establishment of any such new office or facility), (iii) in its identity or corporate structure or (iv) in its FEIN. Each Grantor agrees not to effect or permit any change referred to in the preceding sentence unless all filings have been made under the UCC or otherwise that are required in order for Secured Party to continue at all times following such change to have a valid, legal and perfected first priority security interest in all the Collateral. Each Grantor agrees promptly to notify Secured Party if any material portion of the Collateral owned or held by such Grantor is destroyed or damaged, or is compromised or diminished in its validity or enforceability.

(b) Each Grantor agrees to maintain, at its own cost and expense, such complete and accurate records with respect to the Collateral owned by it as is consistent with its current practices and in accordance with such prudent and standard practices used in industries that are the same as or similar to those in which such Grantor is engaged, but in any event to include complete accounting records indicating all payments and proceeds received with respect to any part of the Collateral, and, at such time or times as Secured Party may reasonably request, promptly to prepare and deliver to Secured Party a duly certified schedule or schedules in form and detail reasonably satisfactory to Secured Party showing the identity, amount and location of any and all Collateral.

### **Section 4.2 Periodic Certification.**

(a) Each year, at the time of delivery of annual financial statements with respect to the preceding fiscal year pursuant to Section 5.01(a) of the Credit Agreement, and at such other times upon the reasonable request of Lender with respect to such period specified by Lender, each Grantor shall deliver to Secured Party a certificate executed by its chief financial officer (i) setting forth each location where any Collateral or Books and Records are located and the names and addresses of any persons who have possession of any Collateral (or confirming that there has been no change in such information since the date of the most recent certificate delivered pursuant to this Section 4.2) and (ii) certifying that all UCC financing statements or other appropriate filings, recordings or registrations, including all refilings, rerecordings and reregistrations, have been filed of record in each governmental, municipal or other appropriate office in each jurisdiction identified pursuant to clause (i) above to the extent necessary subject to subsequent notifications pursuant to Section 4.1(a) above, to perfect and maintain the Security Interest for a period of not less than the

earlier of 12 months after the date of such certificate (except with respect to any continuation statements to be filed within such period) or the Maturity Date.

(b) In addition, on such periodic basis as Secured Party shall reasonably require, each Grantor shall (i) cause all patents, copyrights, and trademarks acquired by any Grantor that are not already the subject of a registration with the appropriate filing office (or an application therefor diligently prosecuted) to be registered with such appropriate filing office in a manner sufficient to impart constructive notice of such Grantor's ownership thereof, and (ii) cause to be prepared, executed, and delivered to Secured Party supplemental schedules to the applicable Loan Documents to identify such patents, copyrights, and trademarks and any other Collateral as being subject to the security interests created thereunder to the extent Secured Party has a security interest therein.

**Section 4.3 Protection of Security.** Each Grantor shall, at its own cost and expense, take any and all actions necessary to defend title to the Collateral against all persons and to defend the Security Interest of Secured Party in the Collateral and the priority thereof against any Lien not expressly permitted pursuant to Section 6.01 of the Credit Agreement. Except as expressly permitted by the Credit Agreement, there is no agreement to which any Grantor is a party, order, judgment or decree, and no Grantor shall enter into any agreement or take any other action, that could reasonably be expected to restrict the transferability of any of the Collateral or otherwise impair or conflict with such Grantors' obligations or the rights of Secured Party hereunder.

**Section 4.4 Deposit Account and Investment Property Collateral.** Each Grantor shall cause each Deposit Account (other than an Excluded Depository Account) maintained for the benefit of any Grantor and any Investment Property that can be perfected by "control" through an account control agreement to at all times be subject to an Account Control Agreement. With respect to each Governmental Account, each Grantor shall enter into, and cause each applicable depository to enter into, a Sweep Agreement with respect to such Governmental Account pursuant to which such depository will agree to sweep amounts deposited therein on daily basis to a Non-Governmental Account of the Grantor, as and when funds clear and become available in accordance with such depository's customary procedures, each with such financial institution and each in form and substance reasonably acceptable to Secured Party. No Grantor may change any sweep instruction set forth in such Sweep Agreement without the prior written consent of Secured Party, such consent not to be unreasonably delayed or conditioned. Secured Party agrees and confirms that the Grantor will have dominion and "control" (within the meaning of Section 9-104 of the UCC) over each Governmental Account and all funds therein and Secured Party disclaims any right of any nature whatsoever to control or otherwise direct or make any claim against the funds held in any Governmental Account from time to time.

**Section 4.5 Further Assurances and Delivery of Additional Documentation Required.** Each Grantor agrees that at its sole cost and expense, such Grantor will maintain the Security Interest created by this Agreement in the Collateral as a perfected first priority security interest. At any time upon the request of Secured Party, each Grantor agrees, at its own expense, to execute and deliver to Secured Party any and all financing statements (including fixture filings) and amendments thereto, original financing statements in lieu of continuation statements, security agreements, pledges, assignments, control agreements, deeds of trust and all other documents (the "Additional Documents") that Secured Party may request, in form and substance reasonably

satisfactory to Secured Party, to perfect and continue perfected or better perfect the Security Interest, to enable Secured Party to exercise and enforce its rights, powers and remedies hereunder with respect to any Collateral and in order to fully consummate all of the transactions contemplated hereby and under the other Loan Documents. To the maximum extent permitted by applicable law, each Grantor irrevocably authorizes Secured Party, at Secured Party's option, to execute and/or deliver any Additional Documents in such Grantor's name and to file this Agreement, any Additional Document and any other documents in any appropriate filing office, including without limitation, the United States Patent and Trademark Office and the United States Copyright Office (and any successor office and any similar office in any United States state or other country), for the purpose of perfecting, confirming, continuing, enforcing or protecting the security interest granted by such Grantor hereunder, without the signature of such Grantor where permitted by law, and naming such Grantor as debtor, and Secured Party as secured party. Each Grantor agrees to take all such actions as Secured Party may from time to time reasonably request to better assure, preserve, protect and perfect the Security Interest and to enable Secured Party to exercise and enforce its rights, powers and remedies hereunder with respect to any Collateral, including the payment of any fees and taxes required in connection with the execution and delivery of this Agreement, the granting of the Security Interest and the filing of any financing statements or other documents in connection herewith or therewith.

**Section 4.6 Negotiable Collateral.** If any Collateral, including Proceeds, is evidenced by or consists of Negotiable Collateral, and if and to the extent that perfection or priority of Secured Party's security interest is dependent on or enhanced by possession, the Grantor in possession of such Negotiable Collateral, promptly upon the request of Secured Party, shall endorse and deliver physical possession of such Negotiable Collateral to Secured Party. If any Grantor is at any time a beneficiary under a letter of credit now or hereafter issued in favor of such Grantor, such Grantor shall promptly notify Secured Party thereof and shall maintain all Letter-of-Credit Rights assigned to Secured Party so that Secured Party has control of the Letter-of-Credit Rights.

**Section 4.7 Taxes; Encumbrances.** At its option, Secured Party may, with prior notice to the Grantors so long as no Event of Default has occurred and is continuing and with reasonably prompt notice thereafter during the continuance of an Event of Default, discharge past due taxes, assessments, charges, fees, Liens, security interests or other encumbrances at any time levied or placed on the Collateral and not permitted pursuant to Section 6.01 of the Credit Agreement, and may pay for the maintenance and preservation of the Collateral to the extent any Grantor fails to do so as required by the Credit Agreement or this Agreement, and each Grantor jointly and severally agrees to reimburse Secured Party within ten (10) days after demand, for any payment made or any expense incurred by Secured Party pursuant to the foregoing authorization; provided, however, that nothing in this Section 4.8 shall be interpreted as excusing any Grantor from the performance of, or imposing any obligation on Secured Party to cure or perform, any covenants or other promises of any Grantor with respect to taxes, assessments, charges, fees, liens, security interests or other encumbrances and maintenance as set forth herein or in the other Loan Documents.

**Section 4.8 Assignment of Security Interest.** If at any time any Grantor shall take a security interest in any property of an Account Debtor or any other person to secure payment and performance of an Account, such Grantor shall promptly assign such security interest to Secured Party. Such assignment need not be filed of public record unless necessary to continue the

perfected status of the security interest against creditors of and transferees from the Account Debtor or other person granting the security interest.

**Section 4.9 Continuing Obligations of the Grantors.** Each Grantor shall remain liable to observe and perform all the conditions and obligations to be observed and performed by it under each contract, agreement or instrument relating to the Collateral, all in accordance with the terms and conditions thereof, and each Grantor jointly and severally agrees to indemnify and hold harmless Secured Party from and against any and all liability for such performance.

**Section 4.10 Use and Disposition of Collateral.** None of the Grantors shall make or permit to be made an assignment, pledge or hypothecation of the Collateral or shall grant any other Lien in respect of the Collateral, except as expressly permitted by Section 6.01 of the Credit Agreement. No Grantor shall sell, offer to sell, dispose of, convey, assign or otherwise transfer, or grant any option with respect to, restrict, or grant, create, permit or suffer to exist any Lien on, any of the Collateral pledged by it hereunder or any interest therein except as permitted by the Credit Agreement.

**Section 4.11 Limitation on Modification of Accounts.** None of the Grantors will, without Secured Party's prior written consent, which consent shall not be unreasonably withheld, delayed, or conditioned, grant any extension of the time of payment of any of the Accounts, compromise, compound or settle the same for less than the full amount thereof, release, wholly or partly, any person liable for the payment thereof or allow any credit or discount whatsoever thereon, other than extensions, credits, discounts, compromises or settlements granted or made in the ordinary course of business and consistent with its current practices and in accordance with such prudent and standard practices used in industries that are the same as or similar to those in which such Grantor is engaged.

**Section 4.12 Perfection of Pledged Collateral.** Each Grantor hereby agrees that all certificates, agreements or instruments representing or evidencing Pledged Collateral acquired by such Grantor after the date hereof shall immediately upon receipt thereof by such Grantor be held by or on behalf of and delivered to Secured Party in suitable form for transfer by delivery or accompanied by duly executed undated instruments of transfer or assignment in blank, all in form and substance satisfactory to Secured Party. Each Grantor hereby agrees that if any of the Pledged Collateral are at any time not evidenced by certificates of ownership, such Grantor will cause the issuer thereof (a) to register Secured Party as the registered owner of such securities, (b) upon request by Secured Party, provide to Secured Party an opinion of counsel, in form and substance satisfactory to Secured Party, confirming such pledge and perfection thereof, (c) request the issuer of such Pledged Securities to cause such Pledged Securities to become certificated and in the event such Pledged Securities become certificated, to deliver such Pledged Collateral to Secured Party.

**Section 4.13 Other Actions for Perfection.** In order to further insure the attachment, perfection and priority of, and the ability of Secured Party to enforce, Secured Party's security interest in the Collateral, each Grantor agrees, at such Grantor's sole expense, to take the following actions with respect to the Collateral:

(a) Each Grantor will promptly give notice to Secured Party of any Commercial Tort Claim that is commenced in the future and will immediately execute or otherwise authenticate

a supplement to this Agreement, and otherwise take all necessary action, to subject such Commercial Tort Claim to the Security Interest created under this Agreement.

(b) Each Grantor shall use its commercially reasonable efforts to obtain as soon as practicable after the date hereof with respect to each location where such Grantor maintains Collateral, a bailee letter and/or landlord access agreement, as applicable, and use commercially reasonable efforts to obtain a bailee letter, landlord access agreement and/or landlord's lien waiver, as applicable, from all such bailees and landlords, as applicable, who from time to time have possession of Collateral in the ordinary course of such Grantor's business and if requested by Secured Party.

(c) Each Grantor shall keep the Pledged Collateral in good order and repair and will not use the same in violation of law or any policy of insurance thereon. Each Grantor shall permit Secured Party, or its designee, to inspect the Pledged Collateral at any reasonable time, wherever located.

(d) To the extent that any Collateral is in the possession of any third party the applicable Grantor shall join with Secured Party in notifying such third party of Secured Party's security interest.

(e) Each Grantor agrees that it will hold in trust for Secured Party, as Secured Party's trustee, any Collections that it receives and immediately will deliver said Collections to Secured Party or applicable depository in their original form as received by such Grantor.

**Section 4.14 Compliance with Laws.** Each Grantor shall pay promptly when due all claims upon the Collateral or incurred in connection with the use or operation of the Collateral or incurred in connection with this Agreement. All claims imposed upon or assessed against the Collateral have been paid and discharged except to the extent such claims constitute a Lien not yet due and payable which is a contested Lien or a Permitted Lien. In the event any Grantor shall fail to make such payment contemplated in the immediately preceding sentence, Secured Party may (following notice to the Grantor, to the extent practicable) do so for the account of such Grantor and the Grantors shall promptly reimburse and indemnify Secured Party for all costs and expenses incurred by Secured Party under this Section 4.14. Each Grantor shall comply with all Requirements of Law applicable to the Collateral the failure to comply with which could reasonably be expected to, individually or in the aggregate, have a Material Adverse Effect.

**Section 4.15 Subordination.** Each Grantor agrees that all obligations of any Credit Party to or in favor of such Grantor now or hereafter existing under or in connection with any indebtedness, including without limitation any principal, interest, fees, costs, expenses, indemnities or other payments, shall be subordinate to the prior payment and performance in full of all Secured Obligations and any and all obligations of the Credit Parties to Secured Party and that the subordination is for the benefit of and enforceable by Secured Party.

**Section 4.16 Joinder of Additional Grantors.** The Grantors shall cause each Subsidiary of any Borrower that, from time to time, after the date hereof shall be required to pledge any assets to Secured Party pursuant to the provisions of the Credit Agreement, to execute and deliver to Secured Party a Joinder Agreement within 30 days of the date on which it was acquired or created

and, upon such execution and delivery, such Subsidiary shall constitute a “Grantor” for all purposes hereunder with the same force and effect as if originally named as a Grantor herein. Upon the execution and delivery by any Subsidiary of a Joinder Agreement, the supplemental schedules attached to such Joinder Agreement shall be incorporated into and become part of and supplement the Schedules to this Agreement and each reference to such Schedules shall mean and be a reference to such Schedules as supplemented pursuant to each Joinder Agreement and from time to time. The execution and delivery of such Joinder Agreement shall not require the consent of any Grantor hereunder. The rights and obligations of each Grantor hereunder shall remain in full force and effect notwithstanding the addition of any new Grantor as a party to this Agreement.

## **ARTICLE V COLLECTIONS**

### **Section 5.1 Power of Attorney.**

Each Grantor has duly executed and delivered to Secured Party a power of attorney (a “Power of Attorney”) in substantially the form attached hereto as Annex A. The power of attorney granted pursuant to the Power of Attorney is a power coupled with an interest and shall be irrevocable until full and indefeasible payment of the Secured Obligations and the termination of any commitment of Secured Party to make financial accommodations to the Borrowers pursuant to the Credit Agreement. The powers conferred on Secured Party under the Power of Attorney are solely to protect Secured Party’s interests in the Collateral and shall not impose any duty upon Secured Party to exercise any such powers. Secured Party agrees that, except for the powers granted in clause (i) of the Power of Attorney, it shall not exercise any power or authority granted under the Power of Attorney unless an Event of Default has occurred and is continuing. NEITHER SECURED PARTY NOR ITS AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, OR REPRESENTATIVES SHALL BE RESPONSIBLE TO ANY GRANTOR FOR ANY ACT OR FAILURE TO ACT UNDER ANY POWER OF ATTORNEY OR OTHERWISE, EXCEPT IN RESPECT OF DAMAGES ATTRIBUTABLE SOLELY TO THEIR OWN GROSS NEGLIGENCE OR WILLFUL MISCONDUCT AS FINALLY DETERMINED BY A COURT OF COMPETENT JURISDICTION, AND NONE OF SUCH PARTIES SHALL BE LIABLE FOR ANY PUNITIVE, EXEMPLARY, INDIRECT OR CONSEQUENTIAL DAMAGES.

## **ARTICLE VI REMEDIES**

### **Section 6.1 Remedies upon Default.**

(a) Upon the occurrence and during the continuance of an Event of Default, it is agreed that Secured Party shall have the right, in addition to any other rights and remedies provided herein, under other contracts (including, without limitation, the Credit Agreement and the other Loan Documents) and under law, in equity or under statute, to take any of or all the following actions at the same or different times:

(i) with or without legal process and with or without prior notice or demand for performance, generally, to exercise any and all rights afforded to a secured party under the UCC or other applicable law;

(ii) to (A) notify account debtors or obligors on any Accounts to pay all amounts due from such to Grantor directly to Secured Party or to any place, account, or person designated by Secured Party; (B) sell any or all of the Accounts, in bulk or in one or more lots, in one or more public or private sales, pursuant to the UCC; (C) to collect any such account directly pursuant to the UCC, without first enforcing the Security Interests in such Account pursuant to the UCC; (D) to settle, compromise, or discount any such Account, on such terms as Secured Party may deem advisable and commercially reasonable including granting discounts for prompt payment of such Account, in each case consistent with the applicable Grantor's past practices; (E) to initiate, defend, or continue a legal action, case, suit, or other proceeding to collect any such Account, in Secured Party's name or in the name of the applicable Grantor, and to prosecute such action to final judgment, and to collect and enforce any such judgment, all without first enforcing the Security Interests in such Account pursuant to the UCC; and (F) to sell or otherwise realize upon any and all property securing such Account, and collect and retain the proceeds thereof, all without first enforcing the Security Interests in such Account pursuant to the UCC, and each Grantor acknowledges and agrees that any action taken by Secured Party to foreclose any security interest or lien securing an Account or any other exercise of any Grantor's rights and remedies with respect to any Account secured by real property does not constitute, and shall not be deemed or construed as, an action or other exercise of any of Secured Party's rights with respect to any real property or deed of trust;

(iii) without notice to or demand upon any Grantor, make such payments and do such acts as Secured Party considers necessary or reasonable to protect its security interests in the Collateral, and with respect to such Collateral, each Grantor (A) agrees to assemble the Collateral if Secured Party so requires, and to make the Collateral available to Secured Party at a place that Secured Party may designate, (B) authorizes Secured Party to enter the premises where the Collateral is located, to take and maintain possession of the Collateral, or any part of it, and to pay, purchase, contest, or compromise any Lien that in Secured Party's determination appears to conflict with the Security Interest and to pay all expenses incurred in connection therewith and (C) with respect to any Grantor's owned or leased premises, each Grantor hereby grants Secured Party a license to enter into possession of such premises and to occupy the same, without charge, in order to exercise any of Secured Party's rights or remedies provided herein, at law, in equity, or otherwise;

(iv) without notice to any Grantor (such notice being expressly waived), and without constituting a retention of any Collateral in satisfaction of an obligation (within the meaning of the UCC), set off and apply to the Secured Obligations any and all (A) balances and deposits of Grantors contained in any Depository Account

or (B) Indebtedness at any time owing to or for the credit or the account of any Grantor held by Secured Party;

(v) hold, as cash collateral, any and all balances and deposits of Grantors held in the Depository Accounts, to secure the full and final repayment of all of the Secured Obligations;

(vi) endorse, assign or otherwise transfer to or to register in the name of Secured Party or any of its nominees or endorse for negotiation any or all of the Pledged Collateral, without any indication that such Pledged Collateral is subject to the security interest hereunder, and exchange certificates representing or evidencing Pledged Collateral for certificates of smaller or larger denominations;

(vii) upon notice by Secured Party to the applicable Grantor, exercise (A) any voting, consent, corporate and other right pertaining to any Pledged Collateral at any meeting of shareholders, partners or members, as the case may be, of the relevant Issuer or otherwise and (B) any right of conversion, exchange and subscription and any other right, privilege or option pertaining to such Pledged Collateral as if it were the absolute owner thereof, all without liability except to account for property actually received by it; provided, however, that Secured Party shall have no duty to any Grantor to exercise any such right, privilege or option and shall not be responsible for any failure to do so or delay in so doing;

(viii) receive any and all cash dividends, payments or Distributions made in respect of any Pledged Collateral or other Proceeds paid in respect of any such Pledged Collateral, in each case to the extent subject to a Security Interest, and any such Pledged Collateral may, at the option of Secured Party, be registered in the name of Secured Party or its nominee, and Secured Party or its nominee may thereafter exercise (A) all voting, corporate and other rights pertaining to such Pledged Collateral at any meeting of shareholders, partners or members of the relevant Issuers or otherwise and (B) any and all rights of conversion, exchange and subscription and any other rights, privileges or options pertaining to such Pledged Collateral as if it were the absolute owner thereof (including the right to exchange at its discretion any and all of the Pledged Collateral (in each case to the extent subject to a Security Interest) upon the merger, consolidation, reorganization, recapitalization or other fundamental change in the corporate, partnership or limited liability company structure of any Issuer or upon the exercise by any Grantor or Secured Party of any right, privilege or option pertaining to such Pledged Collateral, and in connection therewith, the right to deposit and deliver any and all of the Pledged Collateral, in each case to the extent subject to a Security Interest, with or to any committee, depository, transfer agent, registrar or other designated agency upon such terms and conditions as the Secured Party may determine), all without liability except to account for property actually received by it; but the Secured Party shall have no duty to any Grantor to exercise any such right, privilege or option and the Secured Party shall not be responsible for any failure to do so or delay in so doing. In furtherance thereof, each Grantor hereby authorizes and instructs each Issuer with respect to any Collateral consisting of

Pledged Collateral to (i) comply with any instruction received by it from the Secured Party in writing that (A) states that an Event of Default has occurred and is continuing and (B) is otherwise in accordance with the terms of this Agreement, without any other or further instructions from such Grantor, and each Grantor agrees that each Issuer shall be fully protected in so complying following receipt of such notice and prior to notice that such Event of Default is no longer continuing, and (ii) except as otherwise expressly permitted hereby, pay any dividends, distributions or other payments with respect to any Pledged Collateral directly to the Secured Party; and/or (iii) ship, reclaim, recover, store, finish, maintain, repair, prepare for sale, advertise for sale, and sell (in the manner provided for herein) the Collateral, and each Grantor hereby grants to Secured Party a license or other right to use, without charge, such Grantor's labels, patents, copyrights, trade secrets, trade names, trademarks, service marks, and advertising matter, or any property of a similar nature, as it pertains to the Collateral, in completing production of, advertising for sale, and selling any Collateral and such Grantor's rights under all licenses and all franchise agreements shall inure to the Secured Party's benefit.

**Section 6.2 Sale of Collateral.** Without limiting the generality of the foregoing Section 6.1, each Grantor agrees that Secured Party, upon the occurrence and during the continuance of an Event of Default, shall have the right, subject to the mandatory requirements of applicable law, to sell, lease, grant a license to use or otherwise dispose of all or any part of the Collateral, at public or private sale, for cash, upon credit or for future delivery as Secured Party shall deem appropriate. Secured Party shall be authorized at any such sale (if it deems it advisable to do so) to restrict the prospective bidders or purchasers to persons who will represent and agree that they are purchasing the Collateral for their own account for investment and not with a view to the distribution or sale thereof, and upon consummation of any such sale Secured Party shall have the right to assign, transfer and deliver to the purchaser or purchasers thereof the Collateral so sold. Each such purchaser at any such sale shall hold the property sold absolutely, free from any claim or right on the part of any Grantor, and each Grantor hereby waives (to the extent permitted by law) all rights of redemption, stay and appraisal which such Grantor now has or may at any time in the future have under any rule of law or statute now existing or hereafter enacted.

Secured Party shall give the Grantors not less than ten (10) days' written notice (which each Grantor agrees is reasonable notice within the meaning of Section 9-611 of the UCC or its equivalent in other jurisdictions) of Secured Party's intention to make any sale of Collateral permitted under this Section 6.2. Such notice, in the case of a public sale, shall state the time and place for such sale and, in the case of a sale at a broker's board or on a securities exchange, shall state the board or exchange at which such sale is to be made and the day on which the Collateral, or portion thereof, will first be offered for sale at such board or exchange. Any such public sale shall be held at such time or times within ordinary business hours and at such place or places as Secured Party may fix and state in the notice (if any) of such sale. At any such sale, the Collateral, or portion thereof, to be sold may be sold in one lot as an entirety or in separate parcels, as Secured Party may (in its sole and absolute discretion) determine. Secured Party shall not be obligated to make any sale of any Collateral if it shall determine not to do so, regardless of the fact that notice of sale of such Collateral shall have been given. Secured Party may, without notice or publication, adjourn any public or private sale or cause the same to be adjourned from time to time by

announcement at the time and place fixed for sale, and such sale may, without further notice, be made at the time and place to which the same was so adjourned. In case any sale of all or any part of the Collateral permitted under this Section 6.2 is made on credit or for future delivery, the Collateral so sold may be retained by Secured Party until the sale price is paid by the purchaser or purchasers thereof, but Secured Party shall not incur any liability in case any such purchaser or purchasers shall fail to take up and pay for the Collateral so sold and, in case of any such failure, such Collateral may be sold again upon like notice. At any public (or, to the extent permitted by law, private) sale permitted under this Section 6.2, Secured Party may bid for or purchase, free (to the extent permitted by law) from any right of redemption, stay, valuation or appraisal on the part of any Grantor (all said rights being-also hereby waived and released to the extent permitted by law), the Collateral or any part thereof offered for sale and may make payment on account thereof by using any claim then due and payable to Secured Party from any Grantor as a credit against the purchase price, and Secured Party may, upon compliance with the terms of sale, hold, retain and dispose of such property without further accountability to any Grantor therefor. For purposes hereof, a written agreement to purchase the Collateral or any portion thereof pursuant to a sale permitted under this Section 6.2 shall be treated as a sale thereof; Secured Party shall be free to carry out such sale pursuant to such agreement and no Grantor shall be entitled to the return of the Collateral or any portion thereof subject thereto, notwithstanding the fact that after Secured Party shall have entered into such an agreement all Events of Default shall have been remedied and the Secured Obligations paid in full. As an alternative to exercising the power of sale herein conferred upon it in this Section 6.2, Secured Party may proceed by a suit or suits at law or in equity to foreclose this Agreement and to sell the Collateral or any portion thereof after the occurrence and during the continuance of an Event of Default pursuant to a judgment or decree of a court or courts having competent jurisdiction or pursuant to a proceeding by a court-appointed receiver. Each of the Grantors hereby waives any claims against Secured Party arising by reason of the fact that the price at which the Collateral may have been sold at a private sale was less than the price which might have been obtained at a public sale or was less than the aggregate amount of the Secured Obligations, even if Secured Party accepts the first offer received and does not offer the Collateral to more than one offeree and waives all rights which such Grantor may have to require that all or any part of the Collateral be marshalled upon any sale (public or private) thereof. Each of the Grantors hereby acknowledges that (i) any such sale of the Collateral by Secured Party shall be made without warranty, (ii) Secured Party may specifically disclaim any warranties of title and possession, quiet enjoyment or the like, and (iii) such actions set forth in clauses (i) and (ii) above shall not adversely affect the commercial reasonableness of any such sale of the Collateral. Without limiting the generality of the foregoing, Secured Party has no obligation to clean-up or otherwise prepare the Collateral for sale.

### **Section 6.3 Additional Provisions Relating to Pledged Collateral.**

(a) In order to permit Secured Party to exercise the voting and other consensual rights that it may be entitled to exercise pursuant hereto and to receive all dividends and other Distributions that it may be entitled to receive hereunder, (i) Grantor shall promptly execute and deliver (or cause to be executed and delivered) to Secured Party all such proxies, dividend payment orders and other instruments as Secured Party may from time to time reasonably request and (ii) without limiting the effect of clause (i) above, Grantor hereby grants to Secured Party an irrevocable proxy to vote all or any part of the Pledged Collateral and to exercise all other rights, powers, privileges and remedies to which a holder of the Pledged Collateral would be entitled,

which proxy shall be effective, automatically and without the necessity of any action by any other person during the continuance of an Event of Default and which proxy shall only terminate upon the payment in full of the Secured Obligations (other than contingent indemnification obligations to the extent no claim giving rise thereto has been asserted).

(b) Grantor hereby expressly and irrevocably authorizes and instructs, without any further instructions from Grantor, each Issuer of any Pledged Collateral pledged hereunder by Grantor to (i) comply with any instruction received by it from Secured Party in writing that states that an Event of Default is continuing and is otherwise in accordance with the terms of this Agreement and Grantor agrees that such Issuer shall be fully protected from liabilities to Grantor in so complying and (ii) pay any dividend or make any other payment with respect to the Pledged Collateral directly to Secured Party.

(c) Grantors recognize that Secured Party may be unable to effect a public sale of any Pledged Collateral by reason of certain prohibitions contained in the Securities Act of 1933 and applicable state or foreign securities laws or otherwise or may determine that a public sale is impracticable, not desirable or not commercially reasonable and, accordingly, may resort to one or more private sales thereof to a restricted group of purchasers that shall be obliged to agree, among other things, to acquire such securities for their own account for investment and not with a view to the distribution or resale thereof. Each Grantor acknowledges and agrees that any such private sale may result in prices and other terms less favorable than if such sale were a public sale and, notwithstanding such circumstances, agrees that any such private sale shall be deemed to have been made in a commercially reasonable manner. Secured Party shall be under no obligation to delay a sale of any Pledged Collateral for the period of time necessary to permit the issuer thereof to register such securities for public sale under the Securities Act of 1933 or under applicable state securities laws even if such issuer would agree to do so.

(d) Each Grantor agrees to use commercially reasonable efforts to do or cause to be done all such other acts as may be necessary to make such sale or sales of any portion of the Pledged Collateral valid and binding and in compliance with all applicable requirements of law. Each Grantor further agrees that a breach of any covenant contained herein will cause irreparable injury to Secured Party, that Secured Party has no adequate remedy at law in respect of such breach and, as a consequence, that each and every covenant contained herein shall be specifically enforceable against Grantor, and Grantor hereby waives and agrees not to assert any defense against an action for specific performance of such covenants except for a defense that no Event of Default is then in existence under the Credit Agreement.

(e) Each Grantor hereby agrees, with respect to Pledged Securities that are Partnership/LLC Interests, that after the occurrence and during the continuance of any Event of Default, upon request by Secured Party, such Grantor will (A) cause the organizational documents of each issuer that is a Subsidiary of any Borrower to be amended to provide that such Pledged Collateral shall be treated as "securities" for purposes of the UCC and (B) cause such Pledged Collateral to become certificated and delivered to Secured Party.

**Section 6.4 Application of Proceeds.** Secured Party shall apply the proceeds of any collection or sale of the Collateral, as well as any Collateral consisting of cash, in accordance with the provisions of the Credit Agreement. Any deficiency that exists after disposition of the

Collateral as provided above will be paid immediately by Grantors. Any excess will be returned, without interest and subject to the rights of third Persons, by Secured Party to the applicable Borrower for the account of the applicable Grantor.

Secured Party shall have absolute discretion as to the time of application of any such proceeds, moneys or balances in accordance with this Agreement. Upon any sale of the Collateral by Secured Party after the occurrence and during the continuance of an Event of Default (including pursuant to a power of sale granted by statute or under a judicial proceeding), the receipt of Secured Party or of the officer making the sale shall be a sufficient discharge to the purchaser or purchasers of the Collateral so sold and such purchaser or purchasers shall not be obligated to see to the application of any part of the purchase money paid over to Secured Party or such officer or be answerable in any way for the misapplication thereof.

## ARTICLE VII MISCELLANEOUS

**Section 7.1 Notices.** All communications and notices hereunder shall (except as otherwise expressly permitted herein) be in writing and given as provided in Section 9.02 of the Credit Agreement.

**Section 7.2 Security Interest Absolute.** All rights of Secured Party hereunder, the Security Interest and all obligations of the Grantors hereunder shall be absolute and unconditional irrespective of (a) any lack of validity or enforceability of the Credit Agreement or any other Loan Document, any agreement with respect to any of the Secured Obligations or any other agreement or instrument relating to any of the foregoing, (b) any change in the time, manner or place of payment of, or in any other term of, all or any of the obligations, or any other amendment or waiver of or any consent to any departure from the Credit Agreement or any other Loan Document or any other agreement or instrument, (c) any furnishing or acceptance of any additional security or guaranty, (d) any exchange, release or non-perfection of any Lien on other collateral, or any release or amendment or waiver of or consent under or departure from any guarantee, securing or guaranteeing all or any of the Secured Obligations, whether any such release is granted in connection with a bankruptcy or otherwise; any bankruptcy, insolvency, reorganization, arrangement, readjustment, composition, liquidation or similar proceeding with respect to any Grantor or any other Person or their respective properties or creditors, (e) any failure on the part of any Grantor or any other Person for any reason to perform or comply with any term of the Credit Agreement or any other Loan Document, (f) the application of payments received by Secured Party from any source that were lawfully used for some other purpose, which lawfully could have been applied to the payment, in full or in part, of the Secured Obligations or (g) any other circumstance that might otherwise constitute a defense available to, or a discharge of, any Grantor in respect of the Secured Obligations or this Agreement except for a defense that the Secured Obligations have been indefeasibly paid in full.

**Section 7.3 Reinstatement.** Notwithstanding anything to the contrary herein contained, this Agreement and the security interest provided for herein shall continue to be effective or be reinstated, as the case may be, if at any time any payment, or any part thereof, of any or all of the Secured Obligations is rescinded, invalidated, declared to be fraudulent or preferential or otherwise required to be restored or returned by Secured Party or its affiliates or transferees in connection

with any bankruptcy, reorganization or similar proceeding involving any Grantor, any other party liable with respect to the Secured Obligations or otherwise, if the proceeds of any Collateral are required to be returned by Secured Party or its affiliates or transferees under any such circumstances, or if Secured Party or its affiliates or transferees elects to return any such payment or proceeds or any part thereof, all as though such payment had not been made or such proceeds not been received.

**Section 7.4 Survival of Agreement.** All covenants, agreements, representations and warranties made by any Grantor herein and in the certificates or other instruments prepared or delivered in connection with or pursuant to this Agreement shall be considered to have been relied upon by Secured Party and shall survive the making by Secured Party of the Loan, and the execution and delivery to Secured Party of any notes evidencing such Loan, regardless of any investigation made by Secured Party or on its behalf, and shall continue in full force and effect until this Agreement shall terminate.

**Section 7.5 Binding Effect; Several Agreement.** This Agreement shall become effective as to any Grantor when a counterpart hereof executed on behalf of such Grantor shall have been delivered to Secured Party and a counterpart hereof shall have been executed on behalf of Secured Party, and thereafter shall be binding upon such Grantor and Secured Party and their respective successors and assigns, and shall inure to the benefit of such Grantor, Secured Party and its respective successors and assigns, except that no Grantor shall have the right to assign or transfer its rights or obligations hereunder or any interest herein or in the Collateral (and any such assignment or transfer shall be void) except as expressly contemplated by this Agreement or by the Credit Agreement. This Agreement shall be construed as a separate agreement with respect to each Grantor and may be amended, modified, supplemented, waived or released with respect to any Grantor without the approval of any other Grantor and without affecting the obligations of any other Grantor hereunder.

**Section 7.6 Successors and Assigns.** Whenever in this Agreement any of the parties hereto is referred to, such reference shall be deemed to include the successors and assigns of such party; and all covenants, promises and agreements by or on behalf of any Grantor or Secured Party that are contained in this Agreement shall bind and inure to the benefit of their respective successors and assigns; provided, that nothing contained in this paragraph shall grant a right of assignment not otherwise provided for in this Agreement.

**Section 7.7 Secured Party's Fees and Expenses; Indemnification.**

(a) Each Grantor jointly and severally agrees to pay upon demand to Secured Party the amount of any and all reasonable expenses, including the reasonable fees, disbursements and other charges of its counsel and of any experts or agents, which Secured Party may incur in connection with (i) the administration of this Agreement (including the customary fees and charges of Secured Party for any audits conducted by it or on its behalf with respect to the Accounts), (ii) the custody or preservation of, or the sale of, collection from or other, realization upon any of the Collateral, (iii) the exercise, enforcement or protection of any of the rights of Secured Party hereunder (including in connection with any bankruptcy case or proceeding) or (iv) the failure of any Grantor to perform or observe any of the provisions hereof.

(b) Without limitation of its indemnification obligations under the other Loan Documents, each Grantor jointly and severally agrees to indemnify Secured Party and the other Indemnified Persons (as defined in Section 9.05 of the Credit Agreement) against, and hold each of them harmless from, any and all losses, claims, damages, liabilities and related expenses, including reasonable fees, disbursements and other charges of counsel, incurred by or asserted against any of them arising out of, in any way connected with, or as a result of, the execution, delivery or performance of this Agreement (including, without limitation, enforcement of this Agreement) or any claim, litigation, investigation or proceeding relating hereto or to the Collateral, whether or not any Indemnified Person is a party thereto; provided that such indemnity shall not, as to any Indemnified Person, be available to the extent that such losses, claims, damages, liabilities or related expenses are determined by a court of competent jurisdiction by final and nonappealable judgment to have resulted from the gross negligence or willful misconduct of such Indemnified Person.

(c) Any such amounts payable as provided hereunder shall be secured hereby and by the other Collateral Documents. The provisions of this Section 7.7 shall remain operative and in full force and effect regardless of the termination of this Agreement or any other Loan Document, the consummation of the transactions contemplated hereby, the repayment of the Loan, the invalidity or unenforceability of any term or provision of this Agreement or any other Loan Document, or any investigation made by or on behalf of Secured Party. All amounts due under this Section 7.7 shall be payable within thirty (30) days after receipt of a written demand therefor.

**Section 7.8 GOVERNING LAW.** THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF WASHINGTON WITHOUT REGARD TO ITS CHOICE OF LAW RULES.

**Section 7.9 Jurisdiction; Venue.** Any suit, action or proceeding seeking to enforce any provision of, or based on any matter arising out of or in connection with, this Agreement or the transactions contemplated hereby may be brought in any federal or state court located in the City of Tacoma, Washington, and each of the parties hereby consents to the jurisdiction of such courts (and of the appropriate appellate courts therefrom) in any such suit, action or proceeding and irrevocably waives, to the fullest extent permitted by law, any objection which it may now or hereafter have to the laying of the venue of any such suit, action or proceeding in any such court or that any such suit, action or proceeding which is brought in any such court has been brought in an inconvenient forum. Process in any such suit, action or proceeding may be served on any party anywhere in the world, whether within or without the jurisdiction of any such court.

**Section 7.10 Waivers; Amendment.**

(a) No failure or delay of Secured Party in exercising any power or right hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right or power, or any abandonment or discontinuance of steps to enforce such a right or power, preclude any other or further exercise thereof or the exercise of any other right or power. The rights and remedies of Secured Party hereunder and under the other Loan Documents are cumulative and are not exclusive of any rights or remedies that they would otherwise have. No waiver of any provisions of this Agreement or any other Loan Document or consent to any departure by any Grantor therefrom shall in any event be effective unless the same shall be permitted by paragraph

(b) below, and then such waiver or consent shall be effective only in the specific instance and for the purpose for which given. No notice to or demand on any Grantor in any case shall entitle such Grantor or any other Grantor to any other or further notice or demand in similar or other circumstances.

(b) Neither this Agreement nor any provision hereof may be waived, amended or modified except pursuant to an agreement or agreements in writing entered into by Secured Party and the Grantor or Grantors with respect to which such waiver, amendment or modification is to apply.

**Section 7.11 Waiver of Jury Trial. EACH PARTY HERETO HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT OR THE OTHER LOAN DOCUMENTS. EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS, AS APPLICABLE, BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 7.11.**

**Section 7.12 Severability.** In the event any one or more of the provisions contained in this Agreement should be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby (it being understood that the invalidity of a particular provision in a particular jurisdiction shall not in and of itself affect the validity of such provision in any other jurisdiction). The parties shall endeavor in good faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

**Section 7.13 Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall constitute an original but all of which when taken together shall constitute but one contract (subject to Section 7.4), and shall become effective as provided in Section 7.4. Delivery of an executed signature page to this Agreement by facsimile or electronic transmission shall be effective as delivery of the original of a manually executed counterpart hereof.

**Section 7.14 Headings.** Article and Section headings used herein are for the purpose of reference only, are not part of this Agreement and are not to affect the construction of, or to be taken into consideration in interpreting, this Agreement.

**Section 7.15 Consent to Service of Process.** Each party to this Agreement irrevocably consents to service of process in the manner provided for notices in Section 7.1. Nothing in this Agreement will affect the right of any party to this Agreement to serve process in any other manner permitted by law.

**Section 7.16 Termination.** This Agreement and the Security Interest shall terminate when all the Secured Obligations have been indefeasibly paid, or otherwise performed, in full and Secured Party has no further commitment to lend, at which time Secured Party shall promptly execute and deliver to the Grantors, at the Grantors' expense, all UCC termination statements and similar documents or authorization to the Grantors authorizing them to file such terminations and similar documents which the Grantors shall reasonably request to evidence such termination. Upon any sale permitted hereunder and under the Credit Agreement of a portion of the Collateral, Secured Party shall, at the Grantors' expense, execute such UCC partial release confirmations or authorization to the Grantors authorizing them to file such partial release confirmations as the Grantors shall reasonably request. Any execution and delivery of termination statements or documents pursuant to this Section 7.16 shall be without recourse to or warranty by Secured Party.

[Remainder of page intentionally left blank; signatures being on next page.]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

**GRANTORS:**

**ASTRIA HEALTH,**  
a Washington nonprofit corporation

By: \_\_\_\_\_  
Name: Brian P. Gibbons, Jr., FACHE  
Title: Interim President and CEO

**ASTRIA HEALTH CLINICALLY INTEGRATED NETWORK, LLC,**  
a Delaware limited liability company

By: \_\_\_\_\_  
Name: Brian P. Gibbons, Jr., FACHE  
Title: Authorized Signatory

**GLACIER CANYON, LLC,**  
a Delaware limited liability company

By: \_\_\_\_\_  
Name: Brian P. Gibbons, Jr., FACHE  
Title: Authorized Signatory

**KITCHEN AND BATH FURNISHINGS, LLC,**  
a Delaware limited liability company

By: \_\_\_\_\_  
Name: Brian P. Gibbons, Jr., FACHE  
Title: Authorized Signatory

[Signature Page to Security Agreement]

**OXBOW SUMMIT, LLC,**  
a Delaware limited liability company

By: \_\_\_\_\_  
Name: Brian P. Gibbons, Jr., FACHE  
Title: Authorized Signatory

**SHC HOLDCO, LLC,**  
a Washington nonprofit limited liability company

By: \_\_\_\_\_  
Name: Brian P. Gibbons, Jr., FACHE  
Title: Authorized Signatory

**SHC MEDICAL CENTER - TOPPENISH,**  
a Washington nonprofit corporation

By: \_\_\_\_\_  
Name: Brian P. Gibbons, Jr., FACHE  
Title: Authorized Signatory

**SHC MEDICAL CENTER - YAKIMA,**  
a Washington nonprofit corporation

By: \_\_\_\_\_  
Name: Brian P. Gibbons, Jr., FACHE  
Title: Authorized Signatory

**SUNNYSIDE COMMUNITY HOSPITAL ASSOCIATION,**  
a Washington nonprofit corporation

By: \_\_\_\_\_  
Name: Brian P. Gibbons, Jr., FACHE  
Title: President

[Signature Page to Security Agreement]

**SUNNYSIDE COMMUNITY HOSPITAL HOME  
MEDICAL SUPPLY, LLC,**  
a Washington limited liability company

By: \_\_\_\_\_  
Name: Brian P. Gibbons, Jr., FACHE  
Title: Authorized Signatory

**SUNNYSIDE HOME HEALTH,**  
a Washington nonprofit corporation

By: \_\_\_\_\_  
Name: Brian P. Gibbons, Jr., FACHE  
Title: Authorized Signatory

**SUNNYSIDE PROFESSIONAL SERVICES, LLC,**  
a Washington limited liability company

By: \_\_\_\_\_  
Name: Brian P. Gibbons, Jr., FACHE  
Title: Authorized Signatory

**YAKIMA HMA HOME HEALTH, LLC,**  
a Washington limited liability company

By: \_\_\_\_\_  
Name: Brian P. Gibbons, Jr., FACHE  
Title: Authorized Signatory

**YAKIMA HOME CARE HOLDINGS, LLC,**  
a Delaware limited liability company

By: \_\_\_\_\_  
Name: Brian P. Gibbons, Jr., FACHE  
Title: Authorized Signatory

[Signature Page to Security Agreement]

**BRIDAL DREAMS, LLC,**  
a Delaware limited liability company

By: \_\_\_\_\_  
Name: Brian P. Gibbons, Jr., FACHE  
Title: Authorized Signatory

**DEPOT PLUS, LLC,**  
a Delaware limited liability company

By: \_\_\_\_\_  
Name: Brian P. Gibbons, Jr., FACHE  
Title: Authorized Signatory

**HOME SUPPLY, LLC,**  
a Delaware limited liability company

By: \_\_\_\_\_  
Name: Brian P. Gibbons, Jr., FACHE  
Title: Authorized Signatory

**KITCHEN APPLIANCES, LLC,**  
a Delaware limited liability company

By: \_\_\_\_\_  
Name: Brian P. Gibbons, Jr., FACHE  
Title: Authorized Signatory

**NORTHWEST HEALTH, LLC,**  
a Delaware limited liability company

By: \_\_\_\_\_  
Name: Brian P. Gibbons, Jr., FACHE  
Title: Authorized Signatory

[Signature Page to Security Agreement]

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**PACIFIC NORTHWEST ASC MANAGEMENT, LLC,**  
a Delaware limited liability company

By: \_\_\_\_\_  
Name: Brian P. Gibbons, Jr., FACHE  
Title: Authorized Signatory

**SUNNYSIDE HOSPITAL SERVICE CORP.,**  
a Washington corporation

By: \_\_\_\_\_  
Name: Brian P. Gibbons, Jr., FACHE  
Title: Authorized Signatory

**SUNNYSIDE MEDICAL CENTER, LLC,**  
a Washington limited liability company

By: \_\_\_\_\_  
Name: Brian P. Gibbons, Jr., FACHE  
Title: Authorized Signatory

**WEDDED BLISS, LLC,**  
a Delaware limited liability company

By: \_\_\_\_\_  
Name: Brian P. Gibbons, Jr., FACHE  
Title: Authorized Signatory

[Signature Page to Security Agreement]

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**SECURED PARTY:**

**MULTICARE HEALTH SYSTEM,**  
a Washington non-profit corporation

By: \_\_\_\_\_  
Name:  
Title:

[Signature Page to Security Agreement]

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[Annex A]

**FORM OF POWER OF ATTORNEY**

This Power of Attorney is executed and delivered by [\_\_\_\_], a [\_\_\_\_] (“Grantor”), to MULTICARE HEALTH SYSTEM, a Washington non-profit corporation (“Attorney”). This Power of Attorney is delivered in connection with and pursuant to a certain Credit Agreement dated as of even date herewith among Grantor, the other Credit Parties (as defined in the Credit Agreement) party thereto and Attorney (as the same may be amended or supplemented from time to time, the “Credit Agreement”) and that certain Security Agreement delivered in connection therewith (as the same may be amended or supplemented from time to time, the “Security Agreement”). Capitalized terms used but not otherwise defined herein shall have the meanings assigned to such terms in the Security Agreement or the Credit Agreement. No person to whom this Power of Attorney is presented, as authority for Attorney to take any action or actions contemplated hereby, shall be required to inquire into or seek confirmation from Grantor as to the authority of Attorney to take any action described below, or as to the existence of or fulfillment of any condition to this Power of Attorney, which is intended to grant to Attorney unconditionally the authority to take and perform the actions contemplated herein, and Grantor irrevocably waives any right to commence any suit or action, in law or equity, against any person or entity which acts in reliance upon or acknowledges the authority granted under this Power of Attorney. The power of attorney granted hereby is coupled with an interest, and may not be revoked or canceled by Grantor without Attorney’s written consent.

Grantor hereby irrevocably constitutes and appoints Attorney (and all officers, employees or Secured Party’s designated by Attorney), with full power of substitution, as Grantor’s true and lawful attorney-in-fact with full irrevocable power and authority in the place and stead of Grantor and in the name of Grantor or in its own name, from time to time in Attorney’s discretion, to, during the occurrence and continuance of a Default or an Event of Default, take any and all action and to execute and deliver any and all documents and instruments which may be necessary or desirable to accomplish the purposes of the Credit Agreement, the Security Agreement, the Continuing Guaranty and any and all agreements, documents and instruments executed, delivered or filed in connection therewith from time to time (collectively, the “Loan Documents”) and, without limiting the generality of the foregoing, Grantor hereby grants to Attorney the power and right, on behalf of Grantor, without notice to or assent by Grantor, and at any time, to do the following, in each case during the occurrence and continuance of a Default or an Event of Default, in accordance with provisions of applicable law:

(a) change the mailing address of Grantor, open a post office box on behalf of Grantor, open mail for Grantor, and ask, demand, collect, give acquittances and receipts for, take possession of, endorse any invoices, freight or express bills, bills of lading, storage or warehouse receipts, drafts against debtors, assignments, verifications, and notices in connection with any property of Grantor;

(b) receive, endorse Grantor’s name on, and collect, any checks, notes, acceptances, money orders, drafts and any other forms of payment or security payable to Grantor, and hold all amounts or proceeds so received or collected as cash collateral in a restricted account

for the benefit of Secured Party, or apply such amounts or proceeds to the Secured Obligations in accordance with the terms of the Credit Agreement;

(c) effect any repairs to any equipment of Grantor, or continue or obtain any insurance and pay all or any part of the premiums therefor and costs thereof, and make, settle and adjust all claims under such policies of insurance, and make all determinations and decisions with respect to such policies;

(d) pay or discharge any taxes, liens, security interests, or other encumbrances levied or placed on or threatened against Grantor or its property;

(e) file or prosecute any claim, litigation, suit or proceeding in any court of competent jurisdiction or before any arbitrator, or take any other action otherwise deemed appropriate by Attorney for the purpose of collecting any and all such moneys due to Grantor whenever payable and to enforce any other right in respect of Grantor's property;

(f) cause the certified public accountants then engaged by Grantor to prepare and deliver to Attorney at any time and from time to time, promptly upon Attorney's request, the following reports: (i) a reconciliation of all accounts, (ii) an aging of all accounts, (iii) trial balances, (iv) test verifications of such accounts as Attorney may request, and (v) the results of each physical verification of inventory;

(g) communicate in its own name with any party to any contract with regard to the collateral assignment of the right, title and interest of Grantor in and under the contracts and other matters relating thereto;

(h) to the extent that Grantor's authorization given in the Security Agreement is not sufficient, to file such financing statements with respect to the Collateral as Attorney may deem appropriate and to execute in Grantor's name such financing statements and amendments thereto and continuation statements which may require Grantor's signature; and

(i) execute, deliver and/or record, as applicable, in connection with any sale or other remedy provided for in any Loan Document, any endorsements, assignments or other applications for or instruments of conveyance or transfer with respect to the Collateral and to otherwise direct such sale or resale, all as though Attorney were the absolute owner of the property of Grantor for all purposes, and to do, at Attorney's option and Grantor's expense, at any time or from time to time, all acts and other things that Attorney reasonably deems necessary to perfect, preserve, or realize upon Grantor's property or assets and Attorney's liens thereon, all as fully and effectively as Grantor might do. Grantor hereby ratifies, to the extent permitted by law, all that Attorney shall lawfully do or cause to be done by virtue hereof. Without limiting the generality of the foregoing, Attorney is specifically authorized to execute and file any applications for or instruments of transfer and assignment of any patents, trademarks, copyrights or other Intellectual Property with the United States Patent and Trademark Office and the United States Copyright Office.

IN WITNESS WHEREOF, this Power of Attorney is duly executed on behalf of Grantor this 17<sup>th</sup> day of December 17, 2020.

[\_\_\_\_\_]

By:  
Name: Brian P. Gibbons, Jr., FACHE  
Title: Authorized Signatory

NOTARY PUBLIC CERTIFICATE

On this \_\_\_\_ day of December, 2020, \_\_\_\_\_ who is personally known to me appeared before me in his/her capacity as the \_\_\_\_\_ of [\_\_\_\_\_] (“Grantor”) and executed on behalf of Grantor the Power of Attorney in favor of MULTICARE HEALTH SYSTEM, to which this Certificate is attached.

Notary Public

**Schedule 1****Pledged Collateral**

The Pledged Collateral shall consist of the following Investment Property and Partnership/LLC Interests:

<b>Grantor</b>	<b>Issuer</b>	<b>Issuer State of Formation</b>	<b>Issuer Organizational Id Number</b>	<b>Certificated or Uncertificated</b>
Astria Health	Glacier Canyon,	Delaware	5758400	Uncertificated
Astria Health	Astria Sunnyside Foundation	Washington	600 581 630	Uncertificated
Astria Health	Astria Health Clinically Integrated Network, LLC (formerly Caravan Health ACO	Missouri	LC001534938	Uncertificated
Astria Health	SHC Holdco, LLC	Washington	604 046 555	Uncertificated
SHC Holdco, LLC	SHC Medical Center –	Washington	604 067 507	Uncertificated
SHC Holdco, LLC	SHC Medical Center –	Washington	604 067 118	Uncertificated
SHC Holdco, LLC	Yakima Home Care Holdings, LLC	Delaware	6149776	Uncertificated
Yakima Home Care Holdings, LLC	Yakima HMA Home Health, LLC	Washington	602 922 173	Uncertificated
Sunnyside Community Hospital Association	Sunnyside Hospital Service Corp.	Washington	603 520 462	Uncertificated
Sunnyside Community Hospital Association	Sunnyside Professional Services, LLC	Washington	603 302 392	Uncertificated

Sunnyside Community Hospital Association	Sunnyside Community Hospital Home Medical Supply, LLC	Washington	603 417 447	Uncertificated
Sunnyside Community Hospital Association	Sunnyside Home Health	Washington	604 060 329	Uncertificated
Sunnyside Community Hospital Association	Northwest Health, LLC	Delaware	5989524	Uncertificated
Sunnyside Community Hospital Association	Oxbow Summit, LLC	Delaware	5758397	Uncertificated
Sunnyside Community Hospital Association	Wedded Bliss, LLC	Delaware	5877898	Uncertificated
Sunnyside Community Hospital Association	Home Supply, LLC	Delaware	5877858	Uncertificated
Sunnyside Community Hospital Association	Kitchen Appliances, LLC	Delaware	5875585	Uncertificated
Northwest Health, LLC	Pacific Northwest ASC Management, LLC	Delaware	5989542	Uncertificated
Sunnyside Professional Services, LLC	Sunnyside Medical Center, LLC	Washington	602 260 507	Uncertificated
Wedded Bliss, LLC	Bridal Dreams, LLC	Delaware	5877836	Uncertificated
Home Supply, LLC	Kitchen and Bath Furnishings, LLC	Delaware	5877887	Uncertificated
Kitchen Appliances, LLC	Depot Plus, LLC	Delaware	5875482	Uncertificated
Astria Health	AH NPP	Washington	604 270 059	Uncertificated

Astria Health	AH NP1	Washington	604 314 251	Uncertificated
Astria Health	AH NP1 I	Washington	604 266 407	Uncertificated
Astria Health	AH NP2	Washington	604 281 577	Uncertificated
Astria Health	AH NP3	Washington	604 288 714	Uncertificated
Astria Health	AH NP4	Washington	604 300 126	Uncertificated
Astria Health	AH NP5	Washington	604 300 127	Uncertificated
Astria Health	AH NP6	Washington	604 301 479	Uncertificated
Astria Health	AH NP7	Washington	604 304 909	Uncertificated
Astria Health	AH NP8	Washington	604 311 477	Uncertificated
Astria Health	AHM NP1	Washington	604 281 152	Uncertificated
Astria Health	AHM NP2	Washington	604 314 948	Uncertificated
Astria Health	AHM NP3	Washington	604 314 945	Uncertificated

**Schedule 2**

**Pledged Debt**

2. Contribution Agreement between Sunnyside Community Hospital and Astria Health
3. Contribution Agreement between Astria Health and SHC Holdco, LLC

**Schedule 3**

**Instruments and Tangible Chattel Paper**

None

**Schedule 4****Deposit Accounts**

<b>Bank</b>	<b>Entity</b>	<b>Account Number</b>
Banner Bank	Astria Health	500305519
Banner Bank	SHC Medical Center Yakima	500308017
Banner Bank	SHC Medical Center Toppenish	500319310
Banner Bank	Yakima HMA Home Health, LLC	500348018
Banner Bank	Astria Home Health	500305312
Banner Bank	Astria Home Medical Supply	400604437
Bank of America	SHC Medical Center Yakima	4427901432
Bank of America	SHC Medical Center Toppenish	4427901432
US Bank	Yakima HMA Physician Management	130117955984
US Bank	Sunnyside Community Hospital Association	130124214385
Wells Fargo	SHC Medical Center Yakima	4126985985
Wells Fargo	SHC Medical Center Yakima	4126636018
Wells Fargo	SHC Medical Center Toppenish	4126635994
Wells Fargo	Yakima HMA Home Health, LLC	4126636034
Wells Fargo	SHC Medical Center Yakima	4126636026
Wells Fargo	SHC Medical Center Toppenish	4126636000
Wells Fargo	Yakima HMA Home Health, LLC	4126636042
AXOS	Astria Health	200100178504
AXOS	Sunnyside Community Hospital	200100178512
AXOS	SHC Medical Center Yakima	200100178520
Renasant Bank	Home Supply, LLC	0004120036
Renasant Bank	Glacier Canyon, LLC	0004111985
Renasant Bank	Depot Plus, LLC	0004120069
Renasant Bank	Bridal Dreams, LLC	0004120085
Renasant Bank	Wedded Bliss, LLC	0004120077
Renasant Bank	Oxbow Summit, LLC	0004111977
Renasant Bank	Kitchen Appliances, LLC	0004120051
Renasant Bank	Kitchen and Bath Furnishings, LLC	0004120044

**Schedule 5**  
**Investment Property**

None

**Schedule 6**

**Commercial Tort Claims**

Cerner claims

## Schedule 7

**Locations: Grantor Information**

Grantor	Type and Jurisdiction of Organization	EIN	Organization Identification Number	Chief Executive Office/Principal Place of Business
Astria Health	Washington nonprofit corporation	81-3973675	604 036 953	1806 Yakima Valley HWY STE B, Sunnyside, WA 98944
Sunnyside Community Hospital Association dba Astria Sunnyside Hospital	Washington nonprofit corporation	91-1286247	600 581 630	1806 Yakima Valley HWY STE B, Sunnyside, WA 98944
SHC Medical Center Toppenish dba Astria Toppenish Hospital	Washington nonprofit corporation	81-4670687	604 067 118	502 W. 4 <sup>th</sup> Ave., Toppenish, WA, 98948 (Street Address) 1806 Yakima Valley HWY STE B, Sunnyside, WA 98944 (Mailing Address)
SHC Medical Center Yakima dba Astria Regional Medical Center	Washington nonprofit corporation	81-4653630	604 046 555	1806 Yakima Valley HWY STE B, Sunnyside, WA 98944
SHC Holdco, LLC	Washington limited liability company	82-2369193	604 046 555	1806 Yakima Valley HWY STE B, Sunnyside, WA 98944
Sunnyside Community Hospital Home Medical Supply, LLC	Washington limited liability company	47-1344645	603 417 447	812 Miller Ave. STE A, Sunnyside, WA 98944 (Street Address) 1806 Yakima Valley HWY STE B, Sunnyside, WA 98944 (Mailing Address)
Sunnyside Home Health	Washington nonprofit corporation	81-4552945	604 060 329	812 Miller Ave. STE A, Sunnyside, WA 98944 (Street Address) 1806 Yakima Valley HWY STE B, Sunnyside, WA 98944 (Mailing Address)
Sunnyside Professional Services, LLC	Washington limited liability company		603 302 392	1806 Yakima Valley HWY STE B, Sunnyside, WA 98944
Oxbow Summit, LLC	Delaware limited liability company	47-4281366	5758397	
Kitchen and Bath Furnishings, LLC	Delaware limited liability company	30-0888892	5877887	
Glacier Canyon, LLC	Delaware limited liability company	37-1785811	5758400	

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Astria Clinically Integrated Network, LLC (formerly Caravan Health ACO 19, LLC)	Missouri limited liability company		LC001534938	
Yakima Home Care Holdings, LLC	Delaware limited liability company	81-3825537	6149776	1016 Tacoma Avenue, Sunnyside Washington 98944
Yakima HMA Home Health, LLC	Washington limited liability company	27-0173556	602 922 173	1806 Yakima Valley HWY STE B, Sunnyside, WA 98944
Sunnyside Medical Center, LLC	Washington limited liability company	82-2879092	602 260 507	1016 Tacoma Avenue, Sunnyside, WA 98944 (Street Address) 1806 Yakima Valley HWY STE B, Sunnyside, WA 98944 (Mailing Address)
Sunnyside Hospital Service Corp.	Washington corporation	47-4428890	603 520 462	1806 Yakima Valley HWY STE B, Sunnyside, WA 98944
Wedded Bliss, LLC	Delaware limited liability company	47-5661939	5877898	
Bridal Dreams, LLC	Delaware limited liability company	61-1774990	5877836	
Home Supply, LLC	Delaware limited liability company	47-5634806	5877858	
Kitchen Appliances, LLC	Delaware limited liability company	47-5644805	5875585	
Depot Plus, LLC	Delaware limited liability company	36-4822737	5875482	
Northwest Health, LLC	Delaware limited liability company	81-1978817	5989524	
Pacific Northwest ASC Management, LLC	Delaware limited liability company	81-1970143	5989542	

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**Exhibit A**

(Part 2)

**Amendment to Credit Agreement**

## AMENDMENT TO CREDIT AGREEMENT

THIS AMENDMENT TO CREDIT AGREEMENT, dated as of December 21, 2020 (the "**Amendment**"), among **ASTRIA HEALTH**, a Washington non-profit corporation ("Parent"), **SUNNYSIDE COMMUNITY HOSPITAL ASSOCIATION**, a Washington non-profit corporation ("Sunnyside"), **SHC MEDICAL CENTER—TOPPENISH**, a Washington non-profit corporation ("Toppenish"), **SHC MEDICAL CENTER—YAKIMA**, a Washington non-profit corporation, **SHC HOLDCO, LLC**, a Washington limited liability company ("Intermediate Holdco"), **SUNNYSIDE COMMUNITY HOSPITAL HOME MEDICAL SUPPLY, LLC**, a Washington limited liability company ("Sunnyside Medical Supply"), **SUNNYSIDE HOME HEALTH**, a Washington non-profit corporation ("Sunnyside Home Health"); **SUNNYSIDE PROFESSIONAL SERVICES, LLC**, a Washington limited liability company ("Sunnyside Professional"), **OXBOW SUMMIT, LLC**, a Delaware limited liability company ("Oxbow"), **KITCHEN AND BATH FURNISHINGS LLC**, a Delaware limited liability company ("Kitchen and Bath"), **GLACIER CANYON, LLC**, a Delaware limited liability company ("Glacier"), **ASTRIA HEALTH CLINICALLY INTEGRATED NETWORK, LLC**, a Missouri limited liability company ("Caravan"), **YAKIMA HOME CARE HOLDINGS**, a Delaware limited liability company ("Home Care Holdings"), **YAKIMA HMA HOME HEALTH, LLC**, a Washington limited liability company ("HMA Home Health" and with Parent, Sunnyside, Toppenish, Yakima, Intermediate Holdco, Sunnyside Medical Supply, Sunnyside Home Health, Sunnyside Professional, Oxbow, Kitchen and Bath, Glacier, Caravan, Home Care Holdings, HMA Home Health and the other persons from time to time party to this Agreement, as borrowers, collectively, the "Borrowers" and each, a "Borrower"), and **SUNNYSIDE MEDICAL CENTER, LLC**, a Washington limited liability company ("Sunnyside Medical"), **SUNNYSIDE HOSPITAL SERVICE CORP.**, a Washington corporation ("Sunnyside Service"), **WEDDED BLISS, LLC**, a Washington limited liability company ("Wedded Bliss"), **BRIDAL DREAMS, LLC**, a Delaware limited liability company ("Bridal Dreams"), **HOME SUPPLY, LLC**, a Delaware limited liability company ("Home Supply"); **KITCHEN APPLIANCES, LLC** ("Kitchen Appliances"), **DEPOT PLUS, LLC**, a Delaware limited liability company ("Depot Plus"), **NORTHWEST HEALTH, LLC**, a Delaware limited liability company ("Northwest Health"), **PACIFIC NORTHWEST ASC MANAGEMENT, LLC**, a Delaware limited liability company ("Northwest Management" and with Sunnyside Medical, Sunnyside Service, Wedded Bliss, Bridal Dreams, Home Supply, Kitchen Appliances, Depot Plus, Northwest Health and Northwest Management, collectively, the "Guarantors" and each, a "Guarantor", and with the Borrowers, collectively, the "Credit Parties" and each a "Credit Party"), and MULTICARE HEALTH SYSTEM, a Washington State non-profit corporation, as lender (together with its successors and assigns, the "Lender", and collectively with the Credit Parties, the "Parties").

WHEREAS, the Credit Parties and Lender have entered into that certain Credit Agreement, dated as of December 17, 2020 (the "**Credit Agreement**"); and

WHEREAS, the Credit Parties and Lender desire to amend the Credit Agreement to clarify certain conditions to the effectiveness of the Credit Agreement, on the terms and subject to the conditions set forth herein.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Amendment to the Credit Agreement. Section 3.01(j) of the Credit Agreement is hereby amended to add the double underlined text as follows:

(j) Approvals. Lender shall have received (i) satisfactory evidence that the Credit Parties have obtained all required consents and approvals, including, but not limited to, those of the Bankruptcy Court (including entry of a final order of the Bankruptcy Court ("Approval Order"), in form satisfactory to Lender in its sole discretion, authorizing Borrowers to enter into this transaction and the Loan Documents and determining that the Lender is extending credit hereunder in good faith, which order has become final with no notice of appeal and the time for appeal of which has expired), of all Persons including all requisite Governmental Authorities, to the execution, delivery and performance of this Agreement and the other Loan Documents or (ii) an officer's certificate in form and substance reasonably satisfactory to Lender affirming that no such consents or approvals are required.

2. Date of Effectiveness; Limited Effect. This Amendment will become effective as of the date first above written. Except as expressly provided in this Amendment, all of the terms and provisions of the Credit Agreement are and will remain in full force and effect and are hereby ratified and confirmed by the Parties. Without limiting the generality of the foregoing, the amendments contained herein will not be construed as an amendment to or waiver of any other provision of the Credit Agreement or as a waiver of or consent to any further or future action on the part of any of the Parties that would require the waiver or consent of any other Party. On and after the date hereof, each reference in the Credit Agreement to "this Agreement," "the Agreement," "hereunder," "hereof," "herein," or words of like import, and each reference to the Credit Agreement in any other agreements, documents, or instruments executed and delivered pursuant to, or in connection with, the Credit Agreement or the other Loan Documents (as defined in the Credit Agreement), will mean and be a reference to the Credit Agreement as amended by this Amendment.

3. Miscellaneous.

(a) This Amendment is governed by and construed in accordance with, the laws of the State of Washington, without regard to the conflict of laws provisions of such State.

(b) This Amendment shall inure to the benefit of and be binding upon each of the Parties and each of their respective successors and assigns.

(c) The headings in this Amendment are for reference only and do not affect the interpretation of this Amendment.

(d) This Amendment may be executed in counterparts, each of which is deemed an original, but all of which constitute one and the same agreement. Delivery of

an executed counterpart of this Amendment electronically or by facsimile shall be effective as delivery of an original executed counterpart of this Amendment.

(e) This Amendment constitutes the sole and entire agreement among the Parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be duly executed and delivered as of the date first above written.

**BORROWERS:**

**Astria Health**, a Washington non-profit corporation

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

Name: Brian P. Gibbons, Jr., FACHE

Title: Interim President and CEO

**Astria Health Clinically Integrated Network, LLC**, a Delaware limited liability company

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

Name: Brian P. Gibbons, Jr., FACHE

Title: Authorized Signatory

**Glacier Canyon, LLC**, a Delaware limited liability company

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

Name: Brian P. Gibbons, Jr., FACHE

Title: Authorized Signatory

**Kitchen and Bath Furnishings, LLC**, a Delaware limited liability company

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

Name: Brian P. Gibbons, Jr., FACHE

Title: Authorized Signatory

**Oxbow Summit, LLC**, a Delaware limited liability company

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

Name: Brian P. Gibbons, Jr., FACHE

Title: Authorized Signatory

**SHC Holdco, LLC**, a Washington Limited Liability Company

By: \_\_\_\_\_  
Name: Brian P. Gibbons, Jr., FACHE  
Title: Authorized Signatory

**SHC Medical Center – Toppenish**, a Washington non-profit corporation

By: \_\_\_\_\_  
Name: Brian P. Gibbons, Jr., FACHE  
Title: Authorized Signatory

**SHC Medical Center – Yakima**, a Washington non-profit corporation

By: \_\_\_\_\_  
Name: Brian P. Gibbons, Jr., FACHE  
Title: Authorized Signatory

**Sunnyside Community Hospital Association**, a Washington non-profit corporation

By: \_\_\_\_\_  
Name: Brian P. Gibbons, Jr., FACHE  
Title: President

**Sunnyside Community Hospital Home Medical Supply, LLC**, a Washington limited liability company

By: \_\_\_\_\_  
Name: Brian P. Gibbons, Jr., FACHE  
Title: Authorized Signatory

**Sunnyside Home Health**, a Washington non-profit corporation

By: \_\_\_\_\_  
Name: Brian P. Gibbons, Jr., FACHE  
Title: Authorized Signatory

**Sunnyside Professional Services, LLC**, a  
Washington non-profit limited liability company

By: \_\_\_\_\_  
Name: Brian P. Gibbons, Jr., FACHE  
Title: Authorized Signatory

**Yakima HMA Home Health, LLC**, a  
Washington limited liability company

By: \_\_\_\_\_  
Name: Brian P. Gibbons, Jr., FACHE  
Title: Authorized Signatory

**Yakima Home Care Holdings, LLC**, a Delaware  
limited liability company

By: \_\_\_\_\_  
Name: Brian P. Gibbons, Jr., FACHE  
Title: Authorized Signatory

**OTHER CREDIT PARTIES**

**GUARANTORS:**

**Astria Health Clinically Integrated Network,  
LLC**, a Missouri limited liability company

By: \_\_\_\_\_  
Name: Brian P. Gibbons, Jr., FACHE  
Title: Authorized Signatory

**Bridal Dreams, LLC**, a Delaware limited liability  
company

By: \_\_\_\_\_  
Name: Brian P. Gibbons, Jr., FACHE  
Title: Authorized Signatory

**Depot Plus, LLC**, a Delaware limited liability  
company

By: \_\_\_\_\_  
Name: Brian P. Gibbons, Jr., FACHE  
Title: Authorized Signatory

**Home Supply, LLC**, a Delaware limited liability company

By: \_\_\_\_\_  
Name: Brian P. Gibbons, Jr., FACHE  
Title: Authorized Signatory

**Kitchen Appliance, LLC**, a Delaware limited liability company

By: \_\_\_\_\_  
Name: Brian P. Gibbons, Jr., FACHE  
Title: Authorized Signatory

**Northwest Health, LLC**, a Delaware limited liability company

By: \_\_\_\_\_  
Name: Brian P. Gibbons, Jr., FACHE  
Title: Authorized Signatory

**Pacific Northwest ASC Management, LLC**, a Delaware limited liability company

By: \_\_\_\_\_  
Name: Brian P. Gibbons, Jr., FACHE  
Title: Authorized Signatory

**Sunnyside Hospital Service Corp.**, a Washington corporation

By: \_\_\_\_\_  
Name: Brian P. Gibbons, Jr., FACHE  
Title: Authorized Signatory

**Sunnyside Medical Center, LLC**, a Washington limited liability company

By: \_\_\_\_\_  
Name: Brian P. Gibbons, Jr., FACHE  
Title: Authorized Signatory

**Wedded Bliss, LLC**, a Delaware limited liability company

By: \_\_\_\_\_  
Name: Brian P. Gibbons, Jr., FACHE  
Title: Authorized Signatory

**LENDER:**

**MULTICARE HEALTH SYSTEM**

By: \_\_\_\_\_  
Name: William G. Robertson  
Title: President and Chief Executive Officer

**Exhibit B**

**Escrow Agreement**

## ESCROW AGREEMENT

**THIS ESCROW AGREEMENT**, dated effective as of December 17, 2020 (“Agreement”), is by and among Multicare Health System, a Washington State nonprofit corporation (“Lender”), Astria Health, a Washington State nonprofit corporation (“Borrower”), and U.S. BANK NATIONAL ASSOCIATION, a national banking association, as escrow agent hereunder (“Escrow Agent”).

### BACKGROUND

A. Lender and Borrower have entered into a Credit Agreement (the “Credit Agreement”), dated as of December 17, 2020, pursuant to which Lender will make a loan to Borrower in the amount of \$75,000,000 (the “Loan”) upon the satisfaction of the conditions set forth therein. Lender is willing to deposit the Escrow Funds (defined below) in a segregated escrow account to be held by Escrow Agent for the purpose of funding the Loan on the terms and conditions set forth in the Credit Agreement.

B. Escrow Agent has agreed to accept, hold, and disburse the funds deposited with it and any earnings thereon in accordance with the terms of this Agreement.

C. Lender and Borrower have appointed the Representatives (as defined below) to represent them for all purposes in connection with the funds to be deposited with Escrow Agent and this Agreement.

D. Lender and Borrower acknowledge that (i) Escrow Agent is not a party to and has no duties or obligations under the Credit Agreement, (ii) all references in this Agreement to the Credit Agreement are solely for the convenience of Lender and Borrower, and (iii) Escrow Agent shall have no implied duties beyond the express duties set forth in this Agreement.

**NOW THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, for themselves, their successors and assigns, hereby agree as follows:

1. Definitions. The following terms shall have the following meanings when used herein:

“Bankruptcy Court” means the United States Bankruptcy Court for the Eastern District of Washington.

“Business Day” means any day, other than a Saturday, Sunday or legal holiday, on which Escrow Agent at its location identified in Section 15 is open to the public for general banking purposes.

“Confirmation Order” means an order of the Bankruptcy Court approving the Plan of Reorganization and the Borrowers’ entry into the Credit Agreement.

“Escrow Funds” means the funds deposited with Escrow Agent pursuant to Section 3 of this Agreement, together with any interest and other income thereon.

“Escrow Period” means the period commencing on the date hereof and ending at the close of Escrow Agent’s Business Day on January 16, 2021 or such later date as jointly notified to Escrow Agent by Lender and Borrower, which shall be not less than fifteen days after the entry of a Confirmation Order with no appeal entered, unless earlier terminated pursuant to this Agreement.

“Indemnified Party” has the meaning set forth in Section 11.

“Joint Written Direction” means a written direction executed by a Lender Representative and a Borrower Representative, delivered to Escrow Agent in accordance with Section 15 and directing Escrow Agent to disburse all or a portion of the Escrow Funds or to take or refrain from taking any other action pursuant to this Agreement.

“Lender Representative” means the person(s) so designated on Schedule B hereto or any other person designated in a writing signed by Lender and delivered to Escrow Agent and a Borrower Representative in accordance with the notice provisions of this Agreement, to act as its representative under this Agreement.

“Plan of Reorganization” means the *Second Amended Joint Chapter 11 Plan of Reorganization of Astria Health and its Debtor Affiliates, Lead Case No. 10-01189-11 Jointly Administered*, filed in the United States Bankruptcy Court Eastern District of Washington on July , 2020, as further amended, supplemented or modified, from time to time, including any amendment reasonably necessary to authorize the Loan under the Credit Agreement.

“Representatives” means a Lender Representative and a Borrower Representative.

“Borrower Representative” means the person(s) so designated on Schedule B hereto or any other person designated in a writing signed by Borrower and delivered to Escrow Agent and a Lender Representative in accordance with the notice provisions of this Agreement, to act as its representative under this Agreement.

2. Appointment of and Acceptance by Escrow Agent. Lender and Borrower hereby appoint Escrow Agent to serve as escrow agent hereunder. Escrow Agent hereby accepts such appointment and, upon receipt by wire transfer of the Escrow Funds in accordance with Section 3, shall hold, invest and disburse the Escrow Funds in accordance with this Agreement.

3. Deposit of Escrow Funds. Simultaneously with the execution and delivery of this Agreement, Lender will transfer the Escrow Funds in the amount of \$75,000,000, by wire transfer of immediately available funds, to an account designated by Escrow Agent (the “Escrow Account”). Escrow Funds will remain uninvested except as provided in Section 7. The Escrow Funds are and shall remain the sole property of Lender until and only to the extent of any authorized disbursement thereof. Under no circumstances shall Borrower have any property or other interest in the Escrow Funds at any time and such funds are not and shall not be or become property of Borrower’s bankruptcy estate, in whole or in part.

4. Disbursements of Escrow Funds.

(a) Escrow Agent shall disburse Escrow Funds at any time and from time to time, upon receipt of, and in accordance with, a Joint Written Direction substantially in the form of Attachment 1 hereto and received by Escrow Agent as set forth in Section 15. Such Joint Written Direction must contain complete payment instructions, including funds transfer instructions or an address to which a check should be sent.

(b) Upon the expiration of the Escrow Period, or earlier upon receipt by the Escrow Agent of a copy of an order of a court of competent jurisdiction (including the United States Bankruptcy Court for the Eastern District of Washington) directing distribution to Lender, in either case without regard to any contrary instructions or purported instructions to Escrow Agent by any person, Escrow Agent shall distribute to Lender pursuant to the funds transfer instruction set forth in this Section 4(b), as promptly as practicable, any remaining Escrow Funds that may remain in the possession of Escrow Agent. Lender and Borrower each acknowledges that the Escrow Agent is authorized to use the following funds transfer instructions to disburse any funds due to Lender:

Bank Name: Wells Fargo Bank, N.A.  
Bank Address: 255 2<sup>nd</sup> Ave South Minneapolis, MN  
ABA No.: 121000248  
Account Name: MultiCare Health System Concentration  
Account No.: 4010005635

(c) Prior to any disbursement, Escrow Agent must receive reasonable identifying information regarding the recipient so that Escrow Agent is able to comply with its regulatory obligations and reasonable business practices, including without limitation a completed United States Internal Revenue Service (“IRS”) Form W-9 or Form W-8, as applicable. All disbursements of Escrow Funds will be subject to the fees and claims of Escrow Agent and the Indemnified Parties pursuant to Section 11 and Section 12.

(d) Lender and Borrower may each deliver written notice to Escrow Agent in accordance with Section 15 changing their respective funds transfer instructions, which notice will be effective only upon receipt by Escrow Agent and after Escrow Agent has had reasonable time to act upon such notice.

5. Suspension of Performance; Disbursement into Court. If, at any time, (a) a dispute exists between Lender and Borrower with respect to any obligation of Escrow Agent under this Agreement, (b) Escrow Agent is unable to determine, to Escrow Agent’s sole satisfaction, Escrow Agent’s proper actions with respect to its obligations hereunder, or (c) the Representatives have not, within 10 days of receipt of a notice of resignation, appointed a successor escrow agent to act under this Agreement, then Escrow Agent may, in its sole discretion, take either or both of the following actions:

(i) suspend the performance of any of its obligations (including without limitation any disbursement obligations) under this Agreement until such dispute or uncertainty is resolved to the sole satisfaction of Escrow Agent or until a successor escrow agent is appointed.

(ii) petition (by means of an interpleader action or any other appropriate method) any court of competent jurisdiction, in any venue convenient to Escrow Agent, for instructions with respect to such dispute or uncertainty and, to the extent required or permitted by law, pay into such court, for holding and disposition by such court, all Escrow Funds, after deduction and payment to Escrow Agent of all fees and expenses (including court costs and attorneys' fees) payable to, incurred by, or expected to be incurred by Escrow Agent in connection with the performance of its duties and the exercise of its rights hereunder.

Escrow Agent will have no liability to Lender or Borrower for any such suspension of performance or disbursement into court, specifically including any liability or claimed liability that may arise due to any delay in any other action required or requested of Escrow Agent.

6. [Reserved.]

7. Investment of Funds. Funds will be held in an interest bearing deposit account as outlined in Schedule C.

8. Tax Reporting. (a) Escrow Agent has no responsibility for the tax consequences of this Agreement and Lender and Borrower shall consult with independent counsel concerning any and all tax matters. Lender and Borrower jointly and severally agree to (i) assume all obligations imposed now or hereafter by any applicable tax law or regulation with respect to payments or performance under this Agreement and (ii) request and direct the Escrow Agent in writing with respect to withholding and other taxes, assessments or other governmental charges, and advise the Escrow Agent in writing with respect to any certifications and governmental reporting that may be required under any applicable laws or regulations. Except as otherwise agreed by Escrow Agent in writing, Escrow Agent has no tax reporting or withholding obligation except to the Internal Revenue Service with respect to Form 1099-B reporting on payments of gross proceeds under Internal Revenue Code Section 6045 and Form 1099 and Form 1042-S reporting with respect to investment income earned on the Escrow Funds, if any. Escrow Agent shall have no responsibility for Form 1099-MISC reporting with respect to disbursements that Escrow Agent makes in an administrative or ministerial function to vendors or other service providers and shall have no tax reporting or withholding duties with respect to the Foreign Investment in Real Property Tax Act (FIRPTA).

(b) To the extent that U.S. federal imputed interest regulations apply, Lender and Borrower shall so inform the Escrow Agent, provide the Escrow Agent with all imputed interest calculations and direct the Escrow Agent to disburse imputed interest amounts as Lender and Borrower deem appropriate. The Escrow Agent will rely solely on such provided calculations and information and will have no responsibility for the accuracy or completeness of any such calculations or information. Lender and Borrower shall provide Escrow Agent a properly completed IRS Form W-9 or Form W-8, as applicable, for each payee. If requested tax

documentation is not so provided, Escrow Agent is authorized to withhold taxes as required by the United States Internal Revenue Code and related regulations.

(c) Except as otherwise directed by Lender and Borrower in writing, Escrow Agent will report, on an accrual basis, all interest or income on the Escrow Funds as being owned by Lender for federal income tax purposes. If any accrued interest income attributed to Borrower is subsequently disbursed by Escrow Agent to Lender, Lender and Borrower shall jointly direct Escrow Agent in writing with respect to the appropriate tax treatment and reporting of such disbursements.

9. Resignation or Removal of Escrow Agent. Escrow Agent may resign and be discharged from the performance of its duties hereunder at any time by giving ten (10) days' prior written notice to Lender and Borrower specifying a date when such resignation will take effect and, after the date of such resignation notice, notwithstanding any other provision of this Agreement, Escrow Agent's sole obligation will be to hold the Escrow Funds pending appointment of a successor Escrow Agent. Similarly, Escrow Agent may be removed at any time by Lender and Borrower giving at least thirty (30) days' prior written notice to Escrow Agent specifying the date when such removal will take effect. If Lender and Borrower fail to jointly appoint a successor Escrow Agent prior to the effective date of such resignation or removal, Escrow Agent may petition a court of competent jurisdiction to appoint a successor escrow agent, and all costs and expenses related to such petition shall be paid jointly and severally by Lender and Borrower. The retiring Escrow Agent shall transmit all records pertaining to the Escrow Funds and shall pay all Escrow Funds to the successor Escrow Agent, after making copies of such records as the retiring Escrow Agent deems advisable and after deduction and payment to the retiring Escrow Agent of all fees and expenses (including court costs and attorneys' fees) payable to, incurred by, or expected to be incurred by the retiring Escrow Agent in connection with the performance of its duties and the exercise of its rights hereunder. After any retiring Escrow Agent's resignation or removal, the provisions of this Agreement will inure to its benefit as to any actions taken or omitted to be taken by it while it was Escrow Agent under this Agreement.

10. Duties and Liability of Escrow Agent.

(a) Escrow Agent undertakes to perform only such duties as are expressly set forth herein and no duties will be implied. Escrow Agent has no fiduciary or discretionary duties of any kind. Escrow Agent's permissive rights will not be construed as duties. Escrow Agent has no liability under and no duty to inquire as to the provisions of any document other than this Agreement, including without limitation any other agreement between any or all of the parties hereto or any other persons even though reference thereto may be made herein and whether or not a copy of such document has been provided to Escrow Agent. Escrow Agent's sole responsibility is to hold the Escrow Funds in accordance with Escrow Agent's customary practices and disbursement thereof in accordance with the terms of this Agreement. Escrow Agent shall not be responsible for or have any duty to make any calculations under this Agreement, or to determine when any calculation required under the provisions of this Agreement should be made, how it should be made or what it should be, or to confirm or verify any such calculation. Escrow Agent will not be charged with knowledge or notice of any fact or circumstance not specifically set forth herein. This Agreement will terminate upon the

distribution of all the Escrow Funds pursuant to any applicable provision of this Agreement, and Escrow Agent will thereafter have no further obligation or liability whatsoever with respect to this Agreement or the Escrow Funds.

(b) Escrow Agent will not be liable for any action taken or omitted by it in good faith except to the extent that a court of competent jurisdiction determines, which determination is not subject to appeal, that Escrow Agent's gross negligence or willful misconduct in connection with its material breach of this Agreement was the sole cause of any loss to Lender or Borrower. Escrow Agent may retain and act hereunder through agents, and will not be responsible for or have any liability with respect to the acts of any such agent retained by Escrow Agent in good faith.

(c) Escrow Agent may rely upon any notice, instruction, request or other instrument, not only as to its due execution, validity and effectiveness, but also as to the truth and accuracy of any information contained therein, which Escrow Agent believes to be genuine and to have been signed or presented by the person or parties purporting to sign the same. In no event will Escrow Agent be liable for (i) acting in accordance with or conclusively relying upon any instruction, notice, demand, certificate or document believed by Escrow Agent to have been created by or on behalf of Lender or Borrower, (ii) incidental, indirect, special, consequential or punitive damages or penalties of any kind (including, but not limited to lost profits), even if Escrow Agent has been advised of the likelihood of such damages or penalty and regardless of the form of action or (iii) any amount greater than the value of the Escrow Funds as valued upon deposit with Escrow Agent.

(d) Escrow Agent will not be responsible for delays or failures in performance resulting from acts of God, strikes, lockouts, riots, acts of war or terror, epidemics, governmental regulations, fire, communication line failures, computer viruses, attacks or intrusions, power failures, earthquakes or any other circumstance beyond its control. Escrow Agent will not be obligated to take any legal action in connection with the Escrow Funds, this Agreement or the Credit Agreement or to appear in, prosecute or defend any such legal action or to take any other action that in Escrow Agent's sole judgment may expose it to potential expense or liability. Lender and Borrower are aware that under applicable state law, property which is presumed abandoned may under certain circumstances escheat to the applicable state. Escrow Agent will have no liability to Lender or Borrower, their respective heirs, legal representatives, successors and assigns, or any other party, should any or all of the Escrow Funds escheat by operation of law.

(e) Escrow Agent may consult, at Lender's and Borrower's cost, legal counsel selected by it in the event of any dispute or question as to the construction of any of the provisions hereof or of any other agreement or of its duties hereunder, or relating to any dispute involving this Agreement, and will incur no liability and must be fully indemnified from any liability whatsoever in acting in accordance with the advice of such counsel. Lender and Borrower agree to perform or procure the performance of all further acts and things, and execute and deliver such further documents, as may be required by law or as Escrow Agent may reasonably request in connection with its duties hereunder. When any action is provided for herein to be done on or by a specified date that falls on a day other than a Business Day, such

action may be performed on the following Business Day.

(f) If any portion of the Escrow Funds is at any time attached, garnished or levied upon, or otherwise subject to any writ, order, decree or process of any court, or in case disbursement of Escrow Funds is stayed or enjoined by any court order, Escrow Agent is authorized, in its sole discretion, to respond as it deems appropriate or to comply with all writs, orders, decrees or process so entered or issued, including but not limited to those which it is advised by legal counsel of its own choosing is binding upon it, whether with or without jurisdiction; and if Escrow Agent relies upon or complies with any such writ, order, decree or process, it will not be liable to any of the parties hereto or to any other person or entity by reason of such compliance even if such order is reversed, modified, annulled, set aside or vacated.

(g) Escrow Agent and any stockholder, director, officer or employee of Escrow Agent may buy, sell and deal in any of the securities of any other party hereto and contract and lend money to any other party hereto and otherwise act as fully and freely as though it were not Escrow Agent under this Agreement. Nothing herein will preclude Escrow Agent from acting in any other capacity for any other party hereto or for any other person or entity.

(h) In the event instructions, including funds transfer instructions, address change or change in contact information are given to Escrow Agent (other than in writing at the time of execution of this Agreement), whether in writing, by facsimile or otherwise, Escrow Agent is authorized, but not required, to seek confirmation of such instructions by telephone call-back to any person designated by the instructing party on Schedule B hereto, and Escrow Agent may rely upon the confirmation of anyone purporting to be the person so designated. The persons and telephone numbers for call-backs may be changed only in writing actually received and acknowledged by Escrow Agent and will be effective only after Escrow Agent has a reasonable opportunity to act on such changes. If Escrow Agent is unable to contact any of the designated representatives identified in Schedule B, Escrow Agent is hereby authorized but will be under no duty to seek confirmation of such instructions by telephone call-back to any one or more of Lender's or Borrower's executive officers ("Executive Officers"), as the case may be, which will include the titles of Chief Executive Officer, President and Vice President, as Escrow Agent may select. Such Executive Officer must deliver to Escrow Agent a fully executed incumbency certificate, and Escrow Agent may rely upon the confirmation of anyone purporting to be any such officer. Lender and Borrower agree that Escrow Agent may at its option record any telephone calls made pursuant to this Section. Escrow Agent in any funds transfer may rely solely upon any account numbers or similar identifying numbers provided by Lender or Borrower to identify (i) the beneficiary, (ii) the beneficiary's bank, or (iii) an intermediary bank, even when its use may result in a transfer of funds to a person other than the intended beneficiary or to a bank other than the intended beneficiary's bank or intermediary bank. Lender and Borrower acknowledge that these optional security procedures are commercially reasonable.

11. Indemnification of Escrow Agent. Lender and Borrower, jointly and severally, shall indemnify and hold harmless Escrow Agent and each director, officer, employee and affiliate of Escrow Agent (each, an "Indemnified Party") upon demand against any and all claims, actions and proceedings (whether asserted or commenced by Lender, Borrower or any other person or entity and whether or not valid), losses, damages, liabilities, penalties, costs and expenses of any kind or nature (including without limitation reasonable attorneys' fees, costs and

expenses) (collectively, "Losses") arising from this Agreement or Escrow Agent's actions hereunder, except to the extent such Losses are finally determined by a court of competent jurisdiction, which determination is not subject to appeal, to have been directly caused solely by the gross negligence or willful misconduct of such Indemnified Party in connection with Escrow Agent's material breach of this Agreement. Lender and Borrower further agree, jointly and severally, to indemnify each Indemnified Party for all costs, including without limitation reasonable attorneys' fees, incurred by such Indemnified Party in connection with the enforcement of Lender's and Borrower's obligations to Escrow Agent under this Agreement. Each Indemnified Party shall, in its sole discretion, have the right to select and employ separate counsel with respect to any action or claim brought or asserted against it, and the reasonable fees of such counsel shall be paid upon demand by Lender and Borrower jointly and severally. The obligations of Lender and Borrower under this Section shall survive any termination of this Agreement and the resignation or removal of Escrow Agent.

12. Compensation of Escrow Agent.

(a) Fees and Expenses. Lender and Borrower agree, jointly and severally, to compensate Escrow Agent upon demand for its services hereunder in accordance with Schedule A attached hereto. Lender will be wholly responsible for Escrow Agent's compensation. The obligations of Lender and Borrower under this Section shall survive any termination of this Agreement and the resignation or removal of Escrow Agent.

(b) Disbursements from Escrow Funds to Pay Escrow Agent. Escrow Agent is authorized to, and may disburse to itself from the Escrow Funds, from time to time, the amount of any compensation and reimbursement of expenses due and payable hereunder (including any amount to which Escrow Agent or any other Indemnified Party is entitled to seek indemnification hereunder). Escrow Agent shall notify Lender and Borrower of any such disbursement from the Escrow Funds to itself or any other Indemnified Party and shall furnish Lender and Borrower copies of related invoices and other statements.

(c) Security and Offset. Lender hereby grants to Escrow Agent and the other Indemnified Parties a first priority security interest in, lien upon and right of sale and offset against the Escrow Funds with respect to any compensation or reimbursement due any of them hereunder (including any claim for indemnification hereunder). If for any reason the Escrow Funds are insufficient to cover such compensation and reimbursement, Lender and Borrower shall promptly pay such amounts upon receipt of an itemized invoice.

13. Representations and Warranties. Lender and Borrower each respectively make the following representations and warranties to Escrow Agent:

(a) it has full power and authority to execute and deliver this Agreement and to perform its obligations hereunder; and this Agreement has been duly approved by all necessary action and constitutes its valid and binding agreement enforceable in accordance with its terms.

(b) each of the applicable persons designated on Schedule B attached hereto has been duly appointed to act as its authorized representative hereunder and individually has full power

and authority on its behalf to execute and deliver any instruction or direction, to amend, modify or waive any provision of this Agreement and to take any and all other actions as its authorized representative under this Agreement and no change in designation of such authorized representatives will be effective until written notice of such change is delivered to each other party to this Agreement pursuant to Section 15 and Escrow Agent has had reasonable time to act upon it.

(c) the execution, delivery and performance of this Agreement by Escrow Agent does not and will not violate any applicable law or regulation and no printed or other material in any language, including any prospectus, notice, report, and promotional material that mentions “U.S. Bank” or any of its affiliates by name or the rights, powers, or duties of Escrow Agent under this Agreement will be issued by any other parties hereto, or on such party’s behalf, without the prior written consent of Escrow Agent.

(d) it will not claim any immunity from jurisdiction of any court, suit or legal process, whether from service of notice, injunction, attachment, execution or enforcement of any judgment or otherwise.

(e) there is no security interest in the Escrow Funds or any part thereof and no financing statement under the Uniform Commercial Code is on file in any jurisdiction claiming a security interest in or describing (whether specifically or generally) the Escrow Funds or any part thereof.

14. Identifying Information. To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify and record information that identifies each person who opens an account. For a non-individual person such as a business entity, a charity, a trust or other legal entity, Escrow Agent requires documentation to verify its formation and existence as a legal entity. Escrow Agent may require financial statements, licenses or identification and authorization documents from individuals claiming authority to represent the entity or other relevant documentation. Lender and Borrower agree to provide all information requested by Escrow Agent in connection with any legislation or regulation to which Escrow Agent is subject, in a timely manner. Escrow Agent’s appointment and acceptance of its duties under this Agreement is contingent upon verification of all regulatory requirements applicable to Lender, Borrower and any of their permitted assigns, including successful completion of a final background check. These conditions include, without limitation, requirements under the USA PATRIOT Act, the USA FREEDOM Act, the Bank Secrecy Act, and the U.S. Department of the Treasury Office of Foreign Assets Control. If these conditions are not met, Escrow Agent may at its option promptly terminate this Agreement in whole or in part and refuse any otherwise permitted assignment by Lender or Borrower, without any liability or incurring any additional costs.

15. Notices. All notices, approvals, consents, requests and other communications hereunder must be in writing, in English, and may only be delivered (a) by personal delivery, or (b) by national overnight courier service, or (c) by certified or registered mail, return receipt requested, or (d) by facsimile transmission, with confirmed receipt or (e) by email. Notice will be effective upon receipt except for notice via email, which will be effective only when the recipient, by return email or notice delivered by other method provided for in this Section,

acknowledges having received that email (with an automatically generated receipt or similar notice not constituting an acknowledgement of an email receipt for purposes of this Section). Such notices may only be sent to the applicable party or parties at the address specified below:

If to Lender or Lender Representative, at:

820 'A' Street  
MS: 820-4-CFO  
Tacoma, WA 98402  
Telephone: (253) 403-8020  
Facsimile: (253) 403-1180  
E-mail: [jpmcmanus@multicare.org](mailto:jpmcmanus@multicare.org)  
Copy to: [jmswain@multicare.org](mailto:jmswain@multicare.org)

If to Borrower or Borrower Representative, at:

Astria Health  
1806 Yakima Valley Hwy  
Sunnyside, WA 98944  
ATTN: Brian Gibbons, CEO  
Telephone: 509 837-1300  
Facsimile: 509 837-0073  
E-mail: [brian.gibbons@astria.health](mailto:brian.gibbons@astria.health)

and to:

Butler Snow LLP  
ATTN: Scott B. Shanker  
6075 Poplar Avenue, Suite 500,  
Memphis, TN 38119  
Facsimile: 901 680-7201  
E-mail: [Scott.Shanker@butlersnow.com](mailto:Scott.Shanker@butlersnow.com)

If to Escrow Agent, at:

U.S. Bank National Association, as Escrow Agent  
ATTN: Global Corporate Trust Services  
Address: 1420 Fifth Avenue  
Seattle, WA 98107  
Telephone: 206.344.4686  
E-mail: [scott.kjar@usbank.com](mailto:scott.kjar@usbank.com)

and to:

U.S. Bank National Association  
ATTN: Trust Finance Management  
111 E Fillmore Ave, St Paul MN 55107  
Facsimile: 651-312-2599  
E-mail: [TFMCorporateEscrowShared@usbank.com](mailto:TFMCorporateEscrowShared@usbank.com)

or to such other address as each party may designate for itself by like notice and unless otherwise provided herein will be deemed to have been given on the date received. Escrow Agent shall not have any duty to confirm that the person sending any notice, instruction or other communication (a "Notice") by electronic transmission (including by e-mail, facsimile transmission, web portal or other electronic methods) is, in fact, a person authorized to do so. Electronic signatures believed by Escrow Agent to comply with the ESIGN Act of 2000 or other applicable law (including electronic images of handwritten signatures and digital signatures provided by DocuSign, Orbit, Adobe Sign or any other digital signature provider acceptable to Escrow Agent) shall be deemed original signatures for all purposes. Notwithstanding the foregoing, Escrow Agent may in any instance and in its sole discretion require that an original document bearing a manual signature be delivered to Escrow Agent in lieu of, or in addition to, any such electronic Notice. Lender and Borrower agree to assume all risks arising out of the use of DocuSign digital signatures and electronic methods to submit instructions and directions to Escrow Agent, including without limitation the risk of Escrow Agent acting on unauthorized instructions, and the risk of interception and misuse by third parties.

16. Amendment and Assignment. None of the terms or conditions of this Agreement may be changed, waived, modified, terminated or varied in any manner whatsoever unless in writing duly signed by each party to this Agreement. No course of conduct will constitute a waiver of any of the terms and conditions of this Agreement, unless such waiver is specified in writing, and then only to the extent so specified. No party may assign this Agreement or any of its rights or obligations hereunder without the written consent of the other parties, provided that if Escrow Agent consolidates, merges or converts into, or transfers all or substantially all of its corporate trust business (including the escrow contemplated by this Agreement) to another entity, the successor or transferee entity without any further act will be the successor Escrow Agent.

17. Governing Law, Jurisdiction and Venue. This Agreement must be construed and interpreted in accordance with the internal laws of the State of Minnesota without giving effect to the conflict of laws principles thereof that would require the application of any other laws. Each of the parties hereto irrevocably (a) consents to the exclusive jurisdiction and venue of (i) the Bankruptcy Court or (ii) solely in the event that the Bankruptcy Court refuses to accept such jurisdiction, the state and federal courts sitting in the City of Tacoma, Washington, in connection with any matter arising out of this Agreement, (b) waives any objection to such jurisdiction or venue (c) agrees not to commence any legal proceedings related hereto except in such courts (d) consents to and agrees to accept service of process to vest personal jurisdiction over it in any such courts made as set forth in Section 15 and (e) waives any right to trial by jury in any action in connection with this Agreement.

18. Entire Agreement, No Third-Party Beneficiaries. This Agreement constitutes the entire agreement between the signatory parties hereto relating to the holding, investment and disbursement of Escrow Funds and sets forth in their entirety the obligations and duties of Escrow Agent with respect to Escrow Funds. This Agreement and any Joint Written Direction may be executed in two or more counterparts, which when so executed will constitute one and the same agreement or direction. To the extent any provision of this Agreement is prohibited by or invalid under applicable law, such provision will be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining

provisions of this Agreement. The Section headings have been inserted for convenience only and will be given no substantive meaning or significance whatsoever in construing the terms and conditions of this Agreement. Nothing in this Agreement, express or implied, is intended to or will confer upon any person other than the signatory parties hereto and the Indemnified Parties any right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

[signature page follows]

The parties hereto have caused this Agreement to be executed manually or by way of a DocuSign digital signature effective as of the date first above written.

**MULTICARE HEALTH SYSTEM**, a  
Washington nonprofit corporation

DocuSigned by:  
By: James P. McManus  
A76E448248CB4E8...  
Name: James P. McManus  
Title: Sr. Vice President, Chief Financial Officer

**ASTRIA HEALTH**, a Washington nonprofit  
corporation

DocuSigned by:  
By: Brian P. Gibbons, Jr.  
47057F450D25428...  
Name: Brian P. Gibbons, Jr.  
Title: Interim President & CEO

**U.S. BANK NATIONAL ASSOCIATION**  
**as Escrow Agent**

By: Scott R. Kjar  
Name: Scott R. Kjar  
Title: Vice President

## SCHEDULE A

### Schedule of Fees for Services as Escrow Agent

01010	<p><b>Acceptance Fee</b> The acceptance fee includes the administrative review of documents, initial set-up of the account, and other reasonably required services up to and including the closing. This is a one-time fee, payable at closing.</p> <p>U.S. Bank Corporate Trust Services reserves the right to refer any or all escrow documents for legal review before execution. Legal fees (billed on an hourly basis) and expenses for this service will be billed to, and paid by, the customer. If appropriate and upon request by the customer, U.S. Bank Corporate Trust Services will provide advance estimates of these legal fees.</p>	\$2,500.00
04460	<p><b>Escrow Agent</b> One-time administration fee for performance of the routine duties of the escrow agent associated with the management of the account. Administration fees are payable in advance.</p>	Waived
	<p><b><i>Direct Out of Pocket Expenses</i></b> Reimbursement of expenses associated with the performance of our duties, including but not limited to publications, legal counsel after the initial close, travel expenses and filing fees.</p>	At Cost
	<p><b><i>Extraordinary Services</i></b> Extraordinary services are duties or responsibilities of an unusual nature, including termination, but not provided for in the governing documents or otherwise set forth in this schedule. A reasonable charge will be assessed based on the nature of the service and the responsibility involved. At our option, these charges will be billed at a flat fee or at our hourly rate then in effect.</p>	

Account approval is subject to review and qualification. Fees are subject to change at our discretion and upon written notice. Fees paid in advance will not be prorated. The fees set forth above and any subsequent modifications thereof are part of your agreement. Finalization of the transaction constitutes agreement to the above fee schedule, including agreement to any subsequent changes upon proper written notice. In the event your transaction is not finalized, any related out-of-pocket expenses will be billed to you directly. Payment of fees constitutes acceptance of the terms and conditions set forth.

**IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT:**

To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify and record information that identifies each person who opens an account.

For a non-individual person such as a business entity, a charity, a Trust or other legal entity we will ask for documentation to verify its formation and existence as a legal entity. We may also ask to see financial statements, licenses, identification and authorization documents from individuals claiming authority to represent the entity or other relevant documentation.

Extraordinary Administration Services. Extraordinary Administration Services ("EAS") are duties, responsibilities or activities not expected to be provided by the trustee or agent at the outset of the transaction, not routine or customary, and/or not incurred in the ordinary course of business, and may require analysis or interpretation. Billing for fees and expenses related to EAS is appropriate in instances where particular inquiries, events or developments are unexpected, even if the possibility of such circumstances could have been identified at the inception of the transaction, or as changes in law, procedures, or the cost of doing business demand. At our option, EAS may be charged on an hourly (time expended multiplied by current hourly rate), flat or special fee basis at such rates or in such amounts in effect at the time of such services, which may be modified by us in our sole and reasonable discretion from time to time. In addition, all fees and expenses incurred by the trustee or agent, in connection with the trustee's or agent's EAS and ordinary administration services and including without limitation the fees and expenses of legal counsel, financial advisors and other professionals, charges for wire transfers, checks, internal transfers and securities transactions, travel expenses, communication costs, postage (including express mail and overnight delivery charges), copying charges and the like will be payable, at cost, to the trustee or agent. EAS fees are due and payable in addition to annual or ordinary administration fees. Failure to pay for EAS owed to U.S. Bank when due may result in interest being charged on amounts owed to U.S. Bank for extraordinary administration services fees and expenses at the prevailing market rate.

General. Your obligation to pay under this Fee Schedule shall govern the matters described herein and shall not be superseded or modified by the terms of the governing documents, and survive any termination of the transaction or governing documents and the resignation or removal of the trustee or agent. This Fee Schedule shall be construed and interpreted in accordance with the laws of the state identified in the governing documents without giving effect to the conflict of laws principles thereof. You agree to the sole and exclusive jurisdiction of the state and federal courts of the state identified in the governing documents over any proceeding relating to or arising regarding the matters described herein. Payment of fees constitutes acceptance of the terms and conditions described herein.

327146844.2

**SCHEDULE B**

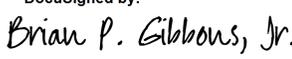
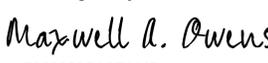
Each of the following person(s) is a **Lender Representative** authorized to execute documents and direct Escrow Agent as to all matters, including fund transfers, address changes and contact information changes, on Lender's behalf (only one representative required):

William G. Robertson Name	<small>DocuSigned by:</small>  <small>6EA0A0450CE0414...</small> Specimen signature	(253) 777-7625 Telephone No.
James P. McManus Name	<small>DocuSigned by:</small>  <small>A76E448248CB4E8...</small> Specimen signature	(714) 679-6962 Telephone No.
Judith M. Swain Name	<small>DocuSigned by:</small>  <small>313567BCA53F469...</small> Specimen signature	(206) 349-9675 Telephone No.

If only one person is identified above, the following person is authorized for call-back confirmations:

Name	Telephone Number
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Each of the following person(s) is a **Borrower Representative** authorized to execute documents and direct Escrow Agent as to all matters, including fund transfers, address changes and contact information changes, on Borrower's behalf (only one representative required):

Brian P. Gibbons, Jr. Name	<small>DocuSigned by:</small>  <small>47057F450D25428...</small> Specimen signature	(561) 261-8414 Telephone No.
Maxwell A. Owens Name	<small>DocuSigned by:</small>  <small>7660099CA3F444B...</small> Specimen signature	(954) 234-1595 Telephone No.

Name	Specimen signature	Telephone No.
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If only one person is identified above, the following person is authorized for call-back confirmations:

Maxwell A. Owens Name	(954) 234-1595 Telephone Number
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## SCHEDULE C

### U.S. BANK NATIONAL ASSOCIATION Investment Authorization Form

#### U.S. BANK MONEY MARKET DEPOSIT ACCOUNT

##### Description and Terms

The U.S. Bank Money Market Deposit Account is a U.S. Bank National Association (“U.S. Bank”) interest-bearing money market deposit account designed to meet the needs of U.S. Bank’s Corporate Trust Services Escrow Group and other Corporate Trust customers of U.S. Bank. Selection of this investment includes authorization to place funds on deposit and invest with U.S. Bank.

U.S. Bank uses the daily balance method to calculate interest on this account (actual/365 or 366). This method applies a daily periodic rate to the principal balance in the account each day. Interest is accrued daily and credited monthly to the account. Interest rates are determined at U.S. Bank’s discretion, and may be tiered by customer deposit amount.

The owner of the account is U.S. Bank as agent for its Corporate Trust customers. U.S. Bank’s Corporate Trust Services Escrow Group performs all account deposits and withdrawals. Deposit accounts are FDIC insured per depositor, as determined under FDIC Regulations, up to applicable FDIC limits.

U.S. BANK IS NOT REQUIRED TO REGISTER AS A MUNICIPAL ADVISOR WITH THE SECURITIES AND EXCHANGE COMMISSION FOR PURPOSES OF COMPLYING WITH THE DODD-FRANK WALL STREET REFORM & CONSUMER PROTECTION ACT. INVESTMENT ADVICE, IF NEEDED, SHOULD BE OBTAINED FROM YOUR FINANCIAL ADVISOR.

##### Automatic Authorization

In the absence of specific written direction to the contrary, U.S. Bank is hereby directed to invest and reinvest proceeds and other available moneys in the U.S. Bank Money Market Deposit Account. The customer(s) confirm that the U.S. Bank Money Market Deposit Account is a permitted investment under the operative documents and this authorization is the permanent direction for investment of the moneys until notified in writing of alternate instructions.

**ATTACHMENT 1**

**FORM OF JOINT WRITTEN DIRECTION**

U.S. Bank National Association, as Escrow Agent  
ATTN: Global Corporate Trust Services  
Address: 60 Livingston Avenue  
Saint Paul, MN 55107  
TFMCorporateEscrowShared@usbank.com

RE: ESCROW AGREEMENT made and entered into as of December \_\_, 2020 by and among Multicare Health System, a Washington nonprofit corporation (“Lender”), Astria Health, a Washington nonprofit corporation (“Borrower”) and U.S. Bank National Association, in its capacity as escrow agent (the “Escrow Agent”).

Pursuant to Section 4 of the above-referenced Escrow Agreement, Lender and Borrower hereby instruct Escrow Agent to disburse the amount of [\$\_\_\_\_\_] from the Escrow Account to [Lender][Borrower], as provided below:

Bank Name: \_\_\_\_\_  
Bank Address: \_\_\_\_\_  
ABA No.: \_\_\_\_\_  
Account Name: \_\_\_\_\_  
Account No.: \_\_\_\_\_

**Multicare Health Systems**

By: \_\_\_\_\_  
Name:  
Date: \_\_\_\_\_

**Astria Health**

By: \_\_\_\_\_  
Name:  
Date: \_\_\_\_\_