

**AGREEMENT FOR PURCHASE AND SALE
AND TRANSFER OF OPERATIONS**

THIS AGREEMENT FOR PURCHASE AND SALE AND TRANSFER OF OPERATIONS (this “Agreement”) is made and entered into effective as of July 5, 2024, by and between Avamere Home Health Care, LLC, Signature Coastal, LLC, Signature Home Health Bend, LLC, Signature Hospice Eugene, LLC, Signature Hospice Medford, LLC, Signature Hospice Bend, LLC and Signature Hospice Oregon Coast, LLC, each an Oregon limited liability company (collectively, the “Seller”); solely for purposes of Section 4.7 and Section 4.9, K. Rickard Miller, Jr., Richard A. Dillon, Ronald A. Odermott and Robert L. Thomas, Jr. (together, the “Owner”) and solely for purposes of Section 9.1.9, NAIR Facility Holdings, LLC (“Guarantor”); Mount Hood Healthcare LLC, Willamette Healthcare LLC, Willow Creek Healthcare LLC, Three Rocks Healthcare LLC and Tumalo Falls Healthcare LLC, each a Nevada limited liability company (collectively, the “Buyer”); and, solely for purposes of Section 12.17, Cornerstone Healthcare, Inc., a Nevada corporation (“Parent”). Buyer, Owners, Seller and Parent are collectively referred to as the “Parties” and each individually as a “Party.”

RECITALS

A. Seller owns and operates the home health and hospice Agencies (capitalized terms used and not otherwise defined herein shall have the meaning given them in Article 1 below) and other provider services businesses incident thereto (the “Business”);

B. Seller desires to sell and transfer to Buyer, and Buyer desires to purchase and to accept from Seller on the terms and subject to the conditions of this Agreement, the Agencies and the operations therein and the Assets used in the business of the Agencies; and

C. The Parties desire to set forth certain representations, warranties and covenants made by each to the other, on which they will rely as a condition to entering into this Agreement and to the closing of the transactions contemplated hereunder, and to set forth certain additional agreements relating to the transactions contemplated hereby.

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

AGREEMENT

ARTICLE 1. DEFINITIONS

In addition to the other terms defined herein, the following terms shall have the meanings set forth in this Article 1, except as the context otherwise clearly requires:

1.1. “Accounts” means all Pre-Transfer Accounts and Post-Transfer Accounts.

1.2. “Affiliate” means any entity controlled by, controlling, or under common control with respect to a specified entity, where control may be by either management authority, contract or equity interest.

1.3. “Agency” or “Agencies” means the licensed and Medicare and Medicaid-certified hospice and home health businesses listed on Schedule 1.3.

1.4. “Agency Bank Accounts” means any bank accounts used by Seller to receive reimbursement from Medicare, Medicaid, or any third-party payor for services provided by the Agency.

1.5. “Assets” means, collectively, the Personal Property, Inventory, FF&E, Continuing Operating Contracts, and Intellectual Property, in each case to the extent owned, leased or held by Seller and used in the operation of the Agencies, but not including the Excluded Assets.

1.6. “Baseline Home Health Census” means 2,125.

1.7. “Baseline Hospice Census” means 309.

1.8. “Bill of Sale” means the Bill of Sale in the form attached hereto as Exhibit A.

1.9. “Business Day” means any day other than a Saturday or Sunday or a day on which the Federal Reserve Bank of San Francisco is closed.

1.10. “CARES Act” means the Coronavirus Aid, Relief, and Economic Security Act of 2020, Pub. L. 116-136, and the Paycheck Protection Program and Health Care Enhancement Act (PPHCEA).

1.11. “Closing Indebtedness” means all Indebtedness of Seller or otherwise relating to the Business as of the immediately prior to the Closing; provided however that Closing Indebtedness shall not include that certain Loan Agreement with Umpqua Bank dated March 1, 2024.

1.12. “CMS” means the Centers for Medicare and Medicaid Services and its agents and intermediaries.

1.13. “Code” means the Internal Revenue Code of 1986, as amended.

1.14. “Continuing Operating Contracts” means the agreements or arrangements, if any, identified in Schedule 1.14 hereto, which Schedule 1.14 shall be provided by Buyer to Seller after Buyer has reviewed all of the Operating Contracts received by Buyer during the Due Diligence Period but in no event later than ten (10) days prior to the Transfer Date; provided that any Operating Contracts not delivered to Buyer at least five (5) days prior to the Transfer Date shall be deemed Terminated Operating Contracts unless Buyer, in its sole discretion, elects to assume such Operating Contracts.

1.15. “Contract” means any written contract, indenture, note, bond, lease, license or other agreement of arrangement.

1.16. “CLIA Certificate” refers to Seller’s Clinical Laboratory Improvement Amendments Certificate in force at Agency as listed on Schedule 1.16.

1.17. “Crossover Patient” means a patient who receives services from an Agency prior to the Transfer Date and on or after the Transfer Date.

1.18. “Department of Health” refers to the State regulatory agency having jurisdiction over, and that issues operating licenses and other Permits necessary for, an Agency to provide home health and/or hospice services in the Service Area.

1.19. “Due Diligence Period” means the period ending July 1, 2024.

1.20. “Employee Benefit Plans” means, collectively, each “employee pension benefit plan” and “employee welfare benefit plan” as those terms are defined in Section 3(3) of ERISA (whether or not subject to ERISA), stock option or equity-based compensation, employee stock ownership, employment, deferred compensation, severance pay, vacation, bonus or other incentive agreement, arrangement, plan or policy, currently maintained by, sponsored in whole or in part by, or contributed to by Seller or its Affiliates for the benefit of any current or former employees of the Business and its respective dependents, spouses, or other beneficiaries.

1.21. “Employee Schedule” means a complete schedule which reflects, among other things the following: (i) the name, address, telephone, and date of hire of all employees of the Agency, (ii) their positions, status (part or full time) and rates of pay and (iii) current enrollment data for any Employee Benefit Plan, payroll deductions and tax elections.

1.22. “Employment Claims” means all pending and threatened claims, suits, charges, complaints and actions filed by any employee of Seller with any court or agency having jurisdiction of Seller, the Agency or its employees, including any claims arising under the Uniform Services Employment and Re-employment Rights Act (“USERRA”) or under the Family and Medical Leave Act (“FMLA”) resulting from the consummation of the transaction contemplated by this Agreement or otherwise.

1.23. “Escrow Agent” means U.S. Bank N.A., located at the address set forth in the notice provision below.

1.24. “Excluded Assets” means and refers to cash, cash equivalents, deposits, Lease deposits, Pre-Transfer Accounts (including payments due from Medicare, Medicaid, or other third parties as a result of underpayments) and any other assets enumerated on Schedule 1.24.

1.25. “FF&E” means all furnishings, fixtures, and equipment owned by and in place or in use by an Agency at the Agency’s Office, excepting the Excluded Assets.

1.26. “Fraud” as used herein means, with respect to a Party, actual fraud as determined under the laws of the State of Delaware.

1.27. “Global Operating Contracts” means certain Terminated Operating Contracts pursuant to which Buyer accepts goods or services at any of the Agencies prior to the Transfer Date.

1.28. “Indebtedness” means, without duplication, all (a) indebtedness for borrowed money, (b) obligations evidenced by notes, bonds, debentures or similar instruments, (c) all liabilities in respect of letters of credit and bankers’ acceptances (in each case whether or not

drawn, contingent, or otherwise), (d) capitalized lease obligations (but excluding real property leases and operating lease obligations), (e) guaranties and financial obligations secured by an lien (but excluding operating lease obligations), (f) amounts due under any future derivative, swap, collar, put, call, forward purchase or sale transaction, fixed price Contract or other agreement that is intended to benefit from, relate to or reduce or eliminate the risk of fluctuations in interest rates, currencies basis risk or the price of commodities, (g) all Taxes deferred pursuant to the CARES Act, the Payroll Tax Executive Order and any similar provision of state or local Law, (h) all paid time off, including all vacation and sick leave, accrued or earned but unpaid through the Transfer Date and including the employer's share of any related Taxes if such amounts were to be paid out in cash, (i) patient or payor credit balances, to the extent not paid in full on or prior to the Closing, (j) all obligations from pre-Closing periods relating to deferred compensation, defined benefit pension, termination indemnity, gratuity or other unfunded or underfunded benefit plans or arrangements, in each case whether or not accrued and in each case the employer portion of any payroll, social security, unemployment or similar Taxes relating thereto, (k) for any unpaid bonuses due to employees or other personnel with respect to services by such Persons rendered during pre-Closing periods, including as a result of or in connection with the transactions contemplated by this Agreement and including the employer portion of any payroll, social security, unemployment or similar Taxes relating thereto and (l) all indebtedness of others referred to in clauses (a) through (k) above guaranteed directly or indirectly in any manner by such Person.

1.29. “Intellectual Property” means all intellectual property rights and related priority rights protected, created or arising under the laws of the United States, including all: (i) patents and patent applications (including provisional and non-provisional applications), together with all reissues, continuations, continuations-in-part, divisionals, revisions, extensions or reexaminations thereof; (ii) trademarks, service marks, trade dress, logos, slogans, trade names, corporate names, and all applications, registrations and renewals in connection therewith; (iii) copyrights and other rights associated with works of authorship (including software), and all registrations, applications, extensions and renewals in connection therewith; (iv) trade secrets, and know-how, including research in progress, algorithms, data, designs, processes, formulae, drawings, schematics, blueprints, flow charts, models, strategies, prototypes, customer lists, supplier lists, mailing lists, business plans and techniques that, in each case, derive independent economic value, actual or potential, from not being generally known or readily ascertainable by others; (v) internet domain name registrations and social media accounts; and (vi) other proprietary rights relating to any of the foregoing subsections (i) through (v), including all claims, causes of action, remedies and rights to sue for and collect damages for past, present, or future infringement, misappropriation, or other violation thereof and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect thereof and including all goodwill associated with the foregoing.

1.30. “Inventory” means all inventories of supplies, drugs, food, janitorial and office supplies and other disposables and consumables.

1.31. “Lease” means the Lease agreements in effect for the Offices.

1.32. “Lease Deposit Adjustment” means the aggregate of all Lease deposits assumed by Buyer, if any, at the Closing.

1.33. “Licenses” means all current and valid operating licenses issued by the Department of Health or any other regulatory agency having jurisdiction over an Agency permitting the

Agency to operate as it is currently operating, true and current copies of which are either listed on Schedule 1.35 or Schedule 1.36, or attached hereto as Exhibit B.

1.34. “License Transfer Date” means the next day following the date on which Buyer receives its own operating License for an Agency from the Department of Health.

1.35. “Management Agreement” means the Interim Management Agreement executed contemporaneously by both Buyer and Seller attached hereto in form as Exhibit C.

1.36. “Medicaid” means the program(s) administered by agencies, departments or private intermediaries of the federal government and the State to distribute federal Medicaid and related funding.

1.37. “Medicaid Provider Agreement” means the Medicaid provider agreements in force at the Agencies as listed on Schedule 1.35.

1.38. “Medicare Provider Agreement” means the Medicare provider agreements in force at Agencies as listed on Schedule 1.36.

1.39. “Operating Contract” means any Contract which relates to the ordinary course operation of the Business.

1.40. “Permits” means the Licenses, certifications, Provider Agreements, permits and authorizations necessary for the lawful ownership and operation of the Agency as currently being operated within the Service Area.

1.41. “Permitted Encumbrances” means security interests, leases, liens and lease and other financing arrangements encumbering the FF&E and other Personal Property, as listed on Schedule 1.39, if any.

1.42. “Personal Property” means all equipment, tools, machinery, furniture, computers, supplies, materials, policy and procedure manuals, and other tangible personal property owned by Seller and located at an Office, whether owned or leased (except in the case of leased personal property, the lease agreement will be sold and not the ownership of the underlying personal property).

1.43. “Post-Closing Tax Period” means any taxable period beginning after the Transfer Date and the portion of any Straddle Period beginning after the Transfer Date.

1.44. “Pre-Closing Tax Period” means any taxable period ending on or before the Transfer Date and the portion of any Straddle Period up to and including the Transfer Date.

1.45. “Post-Transfer Accounts” means all revenues, monies, accounts, payments and other proceeds of the operation of the Agency, including without limitation Medicare, Medicaid, and any other third-party payor reimbursements, together with the products and proceeds of all of the foregoing, attributable to the provision of patient services by the operation of the Agency on and after the Transfer Date.

1.46. “Purchase Price” means the purchase price for the Assets as determined in accordance with Section 2.2.1.

1.47. “Pre-Transfer Accounts” means all revenues, monies, accounts, payments and other proceeds of the operation of the Agency, including without limitation Medicare, Medicaid, and any other third-party payor reimbursements, together with the products and proceeds of all of the foregoing, attributable to the provision of patient services by the operation of the Agency before the Transfer Date.

1.48. “Prior Purchase Agreements” means that certain (i) Agreement for Purchase and Sale of Assets and Transfer of Operations, dated June 15, 2020, by and among Avamere Home Health Care, LLC, Northwest Hospice, LLC, Bear River Healthcare, LLC and Whiteware Healthcare LLC, and (ii) Agreement for Purchase and Sale of Assets and Transfer of Operations, dated August 15, 2018, by and among Avamere Home Health Care, LLC and Northwest Hospice, LLC and Star Valley Healthcare, Inc., as amended, and all documents delivered by the parties in connection with (i) and (ii).

1.49. “Provider Agreements” means any Medicare Provider Agreement and any Medicaid Provider Agreement in force at the Agencies.

1.50. “Office” or “Offices” means the Agency’s office spaces located at the addresses listed on Schedule 1.3.

1.51. “Regulatory Approvals” means all consents, approvals, and licenses necessary to permit the consummation of the transactions contemplated by this Agreement including, but not limited to, such licensure and certification approval as may be necessary or desirable to effect the orderly and uninterrupted transition of the Licenses, Provider Agreements and other certifications to Buyer and to enable Buyer to lawfully operate the Agency as they are currently being operated without interruption.

1.52. “Rehired Employee” means any employee of Seller who is offered and accepts employment with Buyer on or before the Transfer Date, with such employment to commence as of the Transfer Date.

1.53. “Relief Fund Payment Terms and Conditions” means the terms and conditions established by the Department of Health and Services for the receipt of any funds from the Public Health and Social Services Emergency Fund or other CARES Act programs.

1.54. “Seller Closing Items” means the deliverables listed in Section 7.1 below.

1.55. “Seller Fundamental Representations” means those representations and warranties of Seller set forth in Section 3.1.1, Section 3.1.2, Section 3.1.7, and Section 3.1.20.

1.56. “Seller’s Knowledge” and similar terms means the actual knowledge of Mary Kofstad, Drew Simpson, Carrie Vanderzanden, Cody Feakin, Katherine Jimenez and Michelle Funderberg as of the effective date first written above and as of the Transfer Date.

1.57. “Service Area” means the counties and geographic areas where the Department of Health and CMS have licensed the Agency to perform hospice or home health services as described on Schedule 1.3.

1.58. “State” means the State of Oregon.

1.59. “Straddle Period” means a taxable period that includes but does not end on the Transfer Date.

1.60. “Terminated Operating Contracts” means all Operating Contracts in effect at the Agency prior to the Transfer Date which are not Continuing Operating Contracts.

1.61. “Trade Name” means “Signature Healthcare at Home,” “Signature Hospice,” “Signature Home Health,” “Signature Home Care” and all similar names, abbreviations and variations thereof by which the Agency is or in the past has been known, together with all other trade names, styles, logos, trademarks, service marks and all other such intangibles now or at any time used in connection with the operation of the Agency.

1.62. “Transaction Documents” means collectively this Agreement and the other documents delivered or executed by Seller in connection with this Agreement.

1.63. “Transfer Date” means 12:01 a.m., Mountain Time, on January 1, 2025.

1.64. “WARN Act” means the federal Worker Adjustment and Retraining Notification Act and any comparable State law or regulation.

1.65. “Washington/Idaho Purchase Agreement” means that certain Agreement for the Purchase and Sale of Assets and Transfer of Operations, dated as of the date hereof, by and among certain Affiliates of Buyer, Seller and certain Affiliates, Owner and Parent.

ARTICLE 2. SALE AND PURCHASE OF ASSETS

2.1. Purchase and Sale.

2.1.1. Subject to the terms and conditions of this Agreement, effective as of the Transfer Date, Buyer agrees to purchase from Seller, and Seller agrees to sell, convey, transfer, assign and deliver to Buyer, the Assets on the Transfer Date, provided that any of the Assets which may not be lawfully transferred until Buyer receives its own operating Licenses for the Agency from the Department of Health shall be automatically deemed transferred on the License Transfer Date. Notwithstanding anything to the contrary in this Agreement, the Excluded Assets are not being sold to the Buyer and shall be retained by the Seller and remain Seller’s sole property. Effective as of the Transfer Date, Buyer agrees to purchase from Signature Group, LLC, and Seller agrees to cause Signature Group, LLC to convey to Buyer, free any clear of all Encumbrances (other than transfer restrictions of general applicability arising under the federal and state securities Laws), one hundred percent (100%) of the issued and outstanding equity interests (the “Acquired Interests”) of NP2U, LLC (“NP2U”).

2.1.2. Liabilities Assumed. Effective as of the Transfer Date, Buyer shall and does hereby expressly assume and agree to fully perform all post-Transfer Date obligations under the

Continuing Operating Contracts, all obligations secured by the Permitted Encumbrances, and all other liabilities of Seller set forth on Schedule 2.1.1 (the “Assumed Liabilities”), and Seller shall be and is hereby fully released from all further obligations in connection with the Assumed Liabilities from and after the Transfer Date. The parties shall execute and deliver to each other such written assignments and assumptions as may be reasonably required to effect the foregoing provision.

2.1.3. Liabilities Excluded. THIS AGREEMENT EXCLUDES, AND BUYER IS NOT ASSUMING, ANY LIABILITIES OF SELLER NOT EXPRESSLY ASSUMED IN WRITING PURSUANT TO SECTION 2.1.1 HEREUNDER (COLLECTIVELY, “EXCLUDED LIABILITIES”). THE EXCLUDED LIABILITIES INCLUDE, BUT ARE NOT LIMITED TO, SELLER'S ACCOUNTS PAYABLE AND ALL OBLIGATIONS ARISING OUT OF OR RELATED TO THE OPERATION OF THE AGENCY PRIOR TO THE TRANSFER DATE, INCLUDING WITHOUT LIMITATION COSTS, EXPENSES AND OTHER LIABILITIES AND OBLIGATIONS ARISING FROM THE OPERATION OF THE AGENCY PRIOR TO THE TRANSFER DATE; LIABILITY FOR OVERPAYMENT AND FRAUD UNDER MEDICARE, MEDICAID OR ANY THIRD-PARTY PAYOR AGREEMENT OR OTHER PATIENT-RELATED CONTRACTUAL OBLIGATION OCCURRING PRIOR TO THE TRANSFER DATE; ALL INDEBTEDNESS RELATED TO THE AGENCY PRIOR TO THE TRANSFER DATE; AND OBLIGATIONS UNDER ANY COLLECTIVE BARGAINING AGREEMENT, EMPLOYMENT AGREEMENT, EMPLOYEE CLAIMS, PENSION OR RETIREMENT PLAN, PROFIT-SHARING PLAN, STOCK PURCHASE OR STOCK OPTION PLAN, MEDICAL OR OTHER BENEFITS OR INSURANCE PLAN, COMPENSATION OR BONUS AGREEMENT, VACATION, SICK, PAID TIME OFF OR SEVERANCE PAY PLAN OR AGREEMENT AND ANY OTHER EMPLOYEE BENEFIT PLAN PRIOR TO THE TRANSFER DATE; ANY AND ALL ACCOUNTS PAYABLE OR OTHER OBLIGATIONS ACCRUING TO AND EXISTING AS OF THE TRANSFER DATE ARE AND SHALL REMAIN THE SOLE OBLIGATION AND RESPONSIBILITY OF SELLER.

2.2. The Closing. Provided that all of the conditions to Closing have been satisfied or waived, the Closing (referred to herein interchangeably as, the “Closing” or the “Transfer Date”) shall take place with respect to the Agency at the Office or such other location as the parties may agree on the Transfer Date.

2.2.1. Purchase Price. The purchase price for the Assets shall be an amount in cash equal to \$48,000,000 (Forty-Eight Million Dollars), minus the Closing Indebtedness Amount, plus or minus the Census Adjustment Amount (as defined below), plus the Lease Deposit Adjustment. The Purchase Price, excluding the Escrow Reserve (as defined below), shall be deposited in an account selected by Seller in cash or other immediately available funds on or before the Transfer Date (the “Closing Funds”). If the Purchase Price is adjusted for any reason, or the balancing of the credits and debits due Buyer and/or Seller at Closing results in a change in the net amount due Seller hereunder, any difference (whether an increase or decrease thereof) shall be reflected in the cash due at Closing.



2.2.3. Management and Distribution of the Escrow Reserve. Buyer and Seller hereby acknowledge and agree that they are establishing the Escrow Reserve as a protection for the Buyer to ensure performance and payment of Seller's post-closing adjustment and indemnification obligations. If on the sixteen-month anniversary of the Transfer Date there remains any undisputed balance in the Escrow Reserve, Escrow Agent shall, upon a joint written instruction from the Parties, distribute any balance from the Escrow Account to Seller within five (5) business days.

2.2.4. Census Adjustment. At least three days but not more than fifteen days prior to the Transfer Date, Seller will deliver to Buyer a statement setting forth its good faith estimate of (i) the trailing twelve months average combined daily census for each of Seller's home health (the "Estimated Oregon Home Health Closing Census") and hospice (the "Estimated Oregon Hospice Closing Census") lines of business transferred to Buyer pursuant to this Agreement as of the Transfer Date and (ii) the trailing twelve months average combined daily census for each of Seller's and its Affiliates home health (the "Estimated Washington/Idaho Home Health Closing Census") and together with the Estimated Oregon Home Health Closing Census, the "Estimated Home Health Closing Census") and hospice (the "Estimated Washington/Idaho Hospice Closing Census") and together with the Estimated Oregon Hospice Closing Census, the "Estimated Hospice Closing Census") lines of business transferred to Buyer pursuant to the Washington/Idaho Purchase Agreement as of the Transfer Date as such term is defined therein, as well as reasonable supporting documentation. If the Estimated Home Health Closing Census is either 110% or greater than or 90% or less than the Baseline Home Health Census, then the Purchase Price shall be increased or decreased, as applicable, by \$8,000 for each patient greater than or less than such amount (the "Home Health Census Adjustment"). If the Estimated Hospice Closing Census is either 105% or greater than or 95% or less than the Baseline Hospice Census, then the Purchase Price shall be increased or decreased, as applicable, by \$40,000 for each patient greater than or less than such amount (the "Hospice Census Adjustment") and together with the Home Health Census Adjustment, the "Census Adjustment Amount").

2.2.5. Allocation of Purchase Price. Seller and Buyer agree that the Purchase Price and the Assumed Liabilities (plus other relevant items) shall be allocated among the Assets for all tax purposes) as shown on the allocation schedule prepared in accordance with Section 1060 of the Code and the Treasury Regulations promulgated thereunder and attached as Schedule 2.2.5 (the "Allocation Schedule"). The Allocation Schedule shall be binding upon the Buyer and Seller, and the Buyer and Seller shall take all actions and file all tax returns (including, but not limited to IRS Form 8594) consistent with the Allocation Schedule. Buyer and Seller each agree to provide the other promptly with any other information required to complete Internal Revenue Service Form 8594 and any other form(s) that may be required for the purpose of Tax Returns associated with this Agreement. Neither Buyer nor Seller shall take any position (whether in audits, tax returns or otherwise) that is inconsistent with such allocation unless required to do so by applicable law.

2.2.6. Signature Hospice Bend and Signature Hospice Oregon Coast. With respect to the Assets owned by Signature Hospice Bend, LLC ("Bend") and Signature Hospice Oregon Coast, LLC ("Oregon Coast"), Buyer may elect to delay the transfer date of such Assets (and the assumption of any related Assumed Liabilities), to the date (the "Delayed Transfer Date")

that is the earlier of (i) thirty-six (36) months since the date that the Agency operated by such Seller either completed its initial enrollment or experienced a change of majority ownership; and (ii) the date on which the Agency has submitted 2 consecutive years of full cost reports (excluding low utilization or no utilization cost reports) since either its initial enrollment date or the date of the last change in majority ownership. For purposes of this paragraph, a “change in majority ownership” occurs when an individual or organization acquires more than a fifty percent (50%) direct ownership interest during the thirty-six (36) months following its initial enrollment into the Medicare program or the thirty-six (36) months following its most recent change in majority ownership (including asset sale, stock transfer, merger, and consolidation). Buyer shall notify Bend and Oregon Coast of the applicable Delayed Transfer Date, at which time Bend and Oregon Coast shall take all actions required by this Agreement as if the Delayed Transfer Date with respect to such Agencies were the Closing Date. From the date of the Closing Date until the applicable Delayed Transfer Date, Bend and Oregon Coast shall comply with all covenants set forth in Article IV and Article VIII of this Agreement. In addition, the provisions set forth in Section 8.11 of this Agreement shall apply to the Agencies operated by Bend and Oregon Coast until the applicable Delayed Transfer Date, to permit Buyer to operate, in accordance with the Interim Management Agreement, the Agency under Seller’s Licenses and Provider Agreements for such period. At the Closing, an amount equal to \$250,000 shall be held back from the Closing Funds and deposited into the Escrow Account with respect to the Assets owned by Bend, and an amount equal to \$250,000 shall be held back from the Closing Funds and deposited into the Escrow Account with respect to the Assets owned by Oregon Coast. On the Delayed Transfer Date, Buyer shall cause the Escrow Agent to release from the Escrow Account \$250,000 to Bend, contingent upon the transfer of the applicable Assets by Bend; in the event that, due to regulatory requirements or otherwise, the Assets of Bend are not transferred to Buyer (i.e. the Delayed Transfer Date does not occur with respect to such Assets), then Seller shall cause such \$250,000 to be released to Buyer and this Agreement and the Interim Management Agreement with respect to such Assets shall terminate. On the Delayed Transfer Date, Buyer shall cause the Escrow Agent to release from the Escrow Account \$250,000 to Oregon Coast, contingent upon the transfer of the applicable Assets by Oregon Coast; in the event that, due to regulatory requirements or otherwise, the Assets of Oregon Coast are not transferred to Buyer (i.e. the Delayed Transfer Date does not occur with respect to such Assets), then Seller shall cause such \$250,000 to be released to Buyer and this Agreement and the Interim Management Agreement with respect to such Assets shall terminate.

ARTICLE 3. REPRESENTATIONS AND WARRANTIES

3.1. Seller’s Representations and Warranties. Seller represents and warrants to Buyer in regards to the Agency that, as of the date hereof and as of the Transfer Date, except as specifically set forth in the schedule to be prepared by Seller and attached hereto as Schedule 3.1:

3.1.1. Organization and Standing. Each entity comprising Seller is validly existing and in good standing under the laws of its state of formation or organization, and is qualified to transact business in all jurisdictions where the nature of its business or properties makes such qualification necessary. Seller has the requisite power and authority to own, lease and operate and sell the Assets in the manner in which they are presently being operated.

3.1.2. Capacity; Authority; Consents. Seller has full limited liability company power, legal capacity and authority to execute and deliver this Agreement, to consummate the transactions contemplated hereby and to perform its obligations under this Agreement. The execution and delivery of this Agreement, the consummation of the transactions contemplated hereby and the performance of the obligations hereunder will as of the Closing have been duly

authorized by the manager of Seller and no other limited liability company proceedings on the part of Seller or its members are necessary in connection therewith. This Agreement constitutes, and each other instrument to be executed and delivered by Seller will constitute, valid and binding obligations of Seller, enforceable against Seller in accordance with their respective terms subject to applicable bankruptcy, insolvency, moratorium, or similar terms affecting or relating to the creditors rights generally and general equitable principles (the "Bankruptcy Exceptions"). Neither the execution and delivery of this Agreement by Seller, the consummation of the transactions contemplated hereby nor the performance of Seller's obligations hereunder will (i) violate any provision of the certification of formation/articles of organization or limited liability company agreement/operating agreement of Seller; (ii) violate any statute, code, ordinance, rule or regulation of any jurisdiction applicable to Seller or the Assets; (iii) violate any judgment, order, writ, decree, injunction or award of any court, arbitrator, mediator, government or governmental agency or instrumentality, which is binding upon Seller or which would have an adverse effect on the Assets or the operation of the Agency; (iv) except as would not, in any instance, result in a Material Adverse Effect, violate, breach, conflict with, constitute a default under (whether with notice or lapse of time, or both), result in termination of or accelerate the performance required by, any of the terms, conditions or provisions of any note, bond, mortgage, indenture, deed of trust, license, lease, agreement or other instrument or obligation to which Seller is a party or by which Seller, the Assets or the Agency are bound provided any applicable consent is obtained; or (v) result in the creation of any lien, security interest, charge or other encumbrance upon any of the Assets. The individual(s) executing and delivering this Agreement on Seller's behalf are duly authorized and empowered to bind the Seller as contemplated hereby.

3.1.3. Absence of Defaults. Seller is not in material default under, or in violation of, any provision of its certificate of formation/articles of organization or any indenture, mortgage, deed of trust, loan agreement or similar debt instrument, or any other agreement to which it is a party or by which it is bound or to which any of its properties is subject, nor is Seller aware of any fact, circumstance or event that has occurred which, upon notice, lapse of time or both, would constitute such a material default or violation. Seller is in substantial compliance with any statute, rule, regulation or order of any court or Federal, state or local governmental agency or instrumentality having jurisdiction over the Agency.

3.1.4. Litigation and Claims.

3.1.4.1. Seller is not a party to any order, writ, injunction or decree of any Federal, state, local or foreign court, department, agency or instrumentality affecting the Assets or Seller's use of the Assets;

3.1.4.2. To Seller's Knowledge there is no pending or threatened claim, litigation, suit, action, arbitration, legal, administrative or other proceeding or governmental investigation against or affecting the Assets or the operation of the Agency; and

3.1.4.3. During the three (3) year period immediately preceding the date of this Agreement Seller has received no (a) written notices of claims, suits, actions, unresolved written demands, written threats or casualty losses of any kind filed or claimed relating to the Agency or the Assets, or (b) claims or losses affecting any insurance rating of Seller or the Agency.

3.1.5. Compliance with Laws.

3.1.5.1. The Agency and its current operation are in compliance with all applicable municipal, county, State and federal laws, regulations, ordinances, standards and orders and with all municipal health, building and zoning by laws and regulations in all material respects;

3.1.5.2. To Seller's Knowledge, the Agency is currently in material compliance with (i) all governmental orders issued by any agency having jurisdiction of the Agency, (ii) all plans of correction and allegations of compliance filed by or on behalf of the Agency within the three (3) year period immediately preceding the Transfer Date, and as of the Transfer Date any and all directives, orders, plans and recommendations contained therein and in all prior surveys will have been performed and materially completed by Seller and cleared by the agency or authority having jurisdiction thereof in all material respects, and (iii) all conditions and standards of participation for the Medicare and Medicaid programs. Seller has not received written notice of, nor does it have a reasonable basis to expect the issuance of a written notice with respect to, any action or proceeding initiated or proposed by State or federal Agency having jurisdiction thereof, to either revoke, withdraw or suspend any of the Licenses or to decertify, terminate, ban, debar or otherwise limit the participation of Seller or the Agency in the Medicare, Medicaid, or any other third-party payor programs, and to Seller's Knowledge, there is no condition or event which constitutes, or which with notice or the lapse of time or both would constitute, a violation of the Licenses, the Provider Agreements or any other payor contract, which might result in the denial of payment under, or the suspension, revocation or termination thereof.

3.1.6. Permits and Licenses. Seller currently holds all Permits that are required for the lawful ownership and operation of the Agency as they are currently being operated within the Service Areas and all such Permits are current and valid, and Seller is not in material default under or in violation of any such Permit. Seller has not received written notice of, nor does it have a reasonable basis to expect the issuance of a written notice with respect to any action or proceeding which has been initiated or is proposed to be initiated by the appropriate State or federal agency having jurisdiction thereof, to either revoke, withdraw or suspend any of Seller's Permits, or to decertify, terminate, non-renew, ban or limit the participation of Seller or the Agency in the Medicare, Medicaid, or any other third-party payor programs, and, to Seller's Knowledge, there is no condition or event which constitutes, or with notice or lapse of time or both would constitute, a default under or a violation of any of the Permits which is reasonably likely to result in the revocation or termination thereof.

3.1.7. Title to Assets; Capitalization.

3.1.7.1. Subject only to Buyer's delivery of the Closing Funds at Closing and the availability thereof for the payment of monetary encumbrances on the Assets, at Closing (provided that any of the Assets which may not be lawfully transferred until Buyer receives its own operating Licenses for the Agency from the Department of Health shall automatically be deemed transferred on the License Transfer Date), Seller will have the right and ability to deliver good and marketable title to the Assets, free and clear of all liens, deeds of trust, mortgages, pledges, charges, security interests, encumbrances,

claims, conditional sales agreements, easements, licenses, rights-of-way, covenants, conditions, restrictions on transfer, or other restrictions except as approved and consented to in writing by Buyer and except as are extinguished promptly following the Closing with the Closing Funds and except for Permitted Encumbrances. No officer, director, member, partner or employee of Seller owns or has any interest, directly or indirectly, in any of the Assets. The Assets constitute all the assets necessary to run the Agency consistent with the past practice of the Agency. The Assets are in good operating condition and repair, routine maintenance excepted, and sufficient to allow for the continued conduct of the business of the Business after the Closing in substantially the same manner as conducted prior to Closing.

3.1.7.2. Signature Group, LLC is the sole record and beneficial owner of the applicable Acquired Interests, free and clear of Encumbrances (other than restrictions on transfer thereof under federal and state securities Laws). The Acquired Interests are the only equity interests of NP2U issued and outstanding. The Acquired Interests were issued to and acquired by Signature Group, LLC in compliance with all applicable state and federal securities Laws. Signature Group, LLC is not a party to any option, warrant, right, contract, call, put or other Contract providing for the disposition or acquisition of any Acquired Interests, nor is Signature Group, LLC a party to any voting trust, stockholder agreement, proxy, right of first refusal, transfer restriction or other Contract with respect to voting or transfer of any Acquired Interests with any other party. At the Closing, Buyer will acquire good title to and complete ownership of the Acquired Interests, free and clear of all Encumbrances (other than restrictions on transfer thereof under federal and state securities Laws).

3.1.8. Official Directives. There are currently no court orders, consent decrees, judgments or similar written directives, including without limitation corporate integrity agreements under 42 USC Sec. 1320a-7b(f), issued against or directed to the Agency, Seller, or any, member, partner or Affiliate of Seller.

3.1.9. Pending Actions. There are no pending, or to Seller's Knowledge threatened, judicial, municipal or administrative proceedings, consent decrees or judgments with respect to, or in any manner affecting or relating to the Agency or any portion thereof, or in which Seller is or will be a party by reason of Seller's ownership of the Agency, nor has there been any medical records request from an attorney representing a current or past patient of the Agency with respect to any actual or potential litigation against the Seller within the past two (2) years, other than as specifically identified in Schedule 3.1.

3.1.10. Employee Relations, Benefits. There are no collective bargaining agreements between Seller and/or the Agency and any labor organization or employee group applicable to the operation and/or management of the Agency and, to Seller's Knowledge, no election or other effort to unionize the Agency or any portion of its staff is underway, has been petitioned for by any staff of the Agency, or has been granted by the National Labor Relations Board or any similar body. Seller has provided Buyer with an accurate list of the names, job titles, hire date and current compensation (including accrued paid time off and sick time) of the employees working at the Business, all of which are directly employed by Seller. To the extent permitted by applicable law Schedule 3.1 sets forth a complete and correct copy of the Employee Schedule. All Employee Benefit Plans and the related trusts materially comply with and have been

administered in material compliance with (i) the applicable provisions of ERISA and the regulations promulgated thereunder, (ii) all applicable provisions of the Code relating to qualification and tax exemption under Code Sections 401(a) and 501(a) or otherwise applicable to secure tax-qualified treatment, and (iii) all applicable laws. No Employee Benefits Plan is subject to any audit, investigation or examination by any governmental authority (including the IRS, Department of Labor and Pension Benefit Guaranty Corporation). Each Employee Benefit Plan that is intended to be qualified under Section 401(a) of the Code or otherwise for favorable tax treatment has (i) received a favorable determination letter from the IRS relating to the most recently completed IRS qualification cycle or (ii) filed, or caused to be filed, an application for a determination letter for the most recently completed qualification cycle applicable to such plan, and nothing has occurred since the date of such letter, filing or approval that would reasonably be expected to cause the loss of the qualified status of any such Employee Benefit Plan. No “party in interest” (as defined in Section 3(14) of ERISA) or “disqualified person” (as defined in Section 4975(e)(2) of the Code) of any Employee Benefit Plan has engaged in any nonexempt “prohibited transaction” (described in Section 4975(c) of the Code or Section 406 of ERISA). No Employee Benefit Plan provides welfare benefits (as defined in ERISA Section 3(1)) to employees after retirement or other separation of service except to the extent required under Part 6 of Title I of ERISA, Code Section 4980B or their successors, or applicable provisions of state insurance laws. Schedule 3.1 sets forth a complete and correct list of each material Employee Benefit Plan.

3.1.11. Financials. To Seller’s Knowledge, Seller’s financial statements pertaining to the operation of the Agency, which were submitted to Buyer in connection with its evaluation of the Agency, fairly represent the financial condition and results of the operations of the Agency for the periods covered thereby. To Seller’s Knowledge, all of the books and records of the Agency, including, but not limited to, books and records related to employee records, are true and correct in all material respects.

3.1.12. Existing Patient Base. As of the date of this Agreement and as of the Transfer Date, all admitted patients of the Agency meet the minimum state and federal requirements for admission to the applicable program and Seller has all necessary documentation, orders, plans of care, medical records, clinical documentation, treatment authorizations and agreements reasonably required to support valid claims for reimbursement for services provided under the applicable Provider Agreements or other third-party payor contracts. As of the Transfer Date, the Agency has staff or written contractual arrangements with qualified third-party contractors with the training, certifications, licenses, background checks and experience necessary to deliver the treatment and care required by the applicable plans of care established for each admitted patient. Schedule 3.1 sets forth a complete and correct daily patient census as of the date hereof for both the home health and hospice business lines.

3.1.13. Billing Matters. Seller has not submitted any fraudulent or knowingly false bill or claim under any of the Provider Agreements or any other third-party payor program applicable to the Agency. The Agency has implemented policies and procedures and established functioning billing systems that are consistent with industry standards and practices in all material respects to ensure timely preparation and submission of valid and clean claims for reimbursement under the Provider Agreements and all other third-party payor programs in which the Agency participates. Except as disclosed on Schedule 3.1, there have been no Additional Document Requests (ADR) or targeted medical reviews by any State or federal agency, fiscal intermediary or other government contractor during the three (3) years prior to the date of this Agreement and

neither the Seller nor the Agency have undergone review or testing under any of the following programs during the three (3) years prior to the date of this Agreement: Comprehensive Error Rate Testing (CERT), Medicare Administrative Contractor (MAC), Medicare Recovery Audit Contractor (RAC), Medicaid Integrity Program audits (MIP) or any similar tests or audits and Seller has not received written notice that any such requests, reviews, testing or audits are pending, and to Seller's Knowledge, there is no condition or event, which with notice or lapse of time or both, would be likely to result in the initiation of any such requests, reviews, testing or audits. Schedule 3.1 lists all National Provider Identifiers, tax identification and provider numbers utilized in the operation of the Business and the legal entity or individual that holds such identifiers and numbers. Each of Seller's employed physicians and advanced practice professionals providing services at the Business is enrolled to participate in those health insurance programs operated by a governmental authority set forth on Schedule 3.1.

3.1.14. Outlier Payment Liability. Seller's home health operations have operated and are operating in such a manner as to not incur any material liability for the 2021, 2022, or 2023 calendar years for exceeding the cap on outlier payments under applicable home health regulations. Schedule 3.1 also sets forth the total amount of all known outlier payments received by Seller for services rendered to home health patients since January 1, 2021 together with Seller's estimate of any outlier payment liability (if any).

3.1.15. Home Health CAHPS Survey Data. Seller has in all material respects properly tracked and timely submitted all Home Health Care CAHPS ("HHCAHPS") survey data to an authorized third-party vendor for the period since January 1, 2021. Seller has not been subject to a reduction in its APU for calendar years 2021, 2022, 2023.

3.1.16. Hospice Cap Liability. Seller has no unpaid material liability due under the Medicare Hospice Cap Regulations. Seller's hospice operations have operated and are operating in such a manner as to not incur any material cap liability for the 2021, 2022, or 2023 cap years. Per the requirements of Section 42 C.F.R. 418.308, Seller filed its aggregate cap determination notice with its Medicare contractor for 2023 cap year by March 31, 2024, and, if necessary, remitted any overpayment due at that time. Schedule 3.1 contains (1) A copy of the aggregate cap determination filing; (2) a copy of the Seller's PS&R report for the period from October 1, 2021 through present, and (3) an Excel spreadsheet (the "Cap Liability Calculator") estimating Seller's Cap liability for services rendered to patients from October 1, 2023 through present prepared and presented to Buyer no later than ten (10) days prior to the Transfer Date.

3.1.17. Hospice Quality Reporting/Hospice Information Set Submission/Hospice CAHPS. Seller has properly tracked and timely submitted all hospice quality data, Hospice Information Set Data, and Hospice CAHPS data as required by CMS' Hospice Quality Reporting Program, Section 3004 of the Patient Protection and Affordable Care Act, Section 1814(i)(5) of the Social Security Act and any other applicable regulation in all material respects. Prior to the Transfer Date, Seller will provide Buyer with true and correct copies of the confirmation sheets showing that HIS, HQR, and Hospice CAHPS data has in all material respects been timely submitted to CMS for calendar years 2021, 2022 and 2023 pursuant to these requirements.

3.1.18. Relationships with Referral Sources. Seller has not paid directly or indirectly any discounts, kickbacks, referral fees, retention payments, bribe, rebate or any other consideration to any physician, hospital, skilled nursing agency, assisted living agency or any other

source of referrals or any individuals affiliated therewith or otherwise acted in violation of applicable State and federal anti-kickback laws and regulations regarding patient referrals, including without limitation The Ethics and Patient Referral Act (Stark), the Medicare and Medicaid Patient Protection Act of 1987, as amended, 42 U.S.C. 1320a-7b (Anti-Kickback Statutes) and to Seller's Knowledge, no person currently employed by Seller and providing services to or on behalf of the Agency has acted in violation of such statutes and regulations.

3.1.19. CARES Act, Stimulus Funds. Schedule 3.1 sets forth all CARES Act stimulus fund programs in which the Agency is participating and the amount of funds received and/or requested by the Agency for each such program (together with any additional CARES Act stimulus funds hereafter received by the Agency, the "Stimulus Funds"). The Agency has maintained accounting records associated with the Stimulus Funds in material compliance with the Relief Fund Payment Terms and Conditions and related guidance used all Stimulus Funds received by it pursuant to the Public Health and Social Services Emergency Fund in accordance with all applicable laws and the applicable Relief Fund Payment Terms and Conditions. Any such Stimulus Funds that have not been so used are maintained in the bank account(s) of the Agency and have not been distributed to the Seller or any other person, or otherwise utilized or expended. The Agency has not requested any advance payments from Medicare pursuant to the applicable CARES Act stimulus fund program.

3.1.20. Tax Matters, Tax Relief, FFCRA. Schedule 3.1 sets forth the total amount of any taxes of the Agency, the payment of which has been deferred by the Seller and/or the Agency under the authority of Section 2302 of the CARES Act (the "Deferred Payroll Tax Liability"). All material tax returns, including income tax returns, employee payroll tax returns, employee unemployment tax returns and franchise tax returns, for periods prior to the Transfer Date which are required to be filed by Seller or any of its Affiliates in respect of the Business (collectively "Tax Returns") have been filed or will be filed in the manner provided by applicable law, and all such Tax Returns do or will accurately reflect the tax liabilities of Seller or its Affiliates in respect of the Business for the periods covered by such Tax Returns in all material respects. All taxes, penalties, interest, and any other statutory additions which have become due pursuant to the Tax Returns, and any assessments received by Seller or any of its Affiliates in respect of the Tax Returns have been paid when due. There is no pending tax examination or audit of, nor any action asserted or threatened in writing against, Seller or its Affiliates by any federal, state or local taxing authority in respect of the Business.

3.1.21. Intentionally Omitted.

3.1.22. Operating Contracts. Seller has delivered or made available to Buyer true, complete and current copies of all Operating Contracts. There are no material Operating Contracts, which have not been disclosed in writing, pursuant to the foregoing or otherwise, to Buyer, and the Operating Contracts delivered and disclosed are in full force and effect and have not been modified, altered or amended in any way.

3.1.23. Information Privacy and Data Security.

3.1.23.1. Seller's practices concerning collection, use, analysis, retention, storage, protection, security, transfer, disclosure and disposal of personal data

with respect to the operation of the Business comply in all material respects with, and do not violate in any material respect, any applicable privacy laws.

3.1.23.2. In the past three (3) years, with respect to the Business, Seller has not (i) been under investigation by any Governmental Authority for an actual or alleged violation of any privacy laws, (ii) received any written notices from the United States Department of Health and Human Services Office for Civil Rights, Department of Justice, Federal Trade Commission, Attorney General of any state or territory of the United States, or any other Governmental Authority, relating to any such actual or alleged violations, (iii) received any written complaints, notices or other written communications from any Person alleging a violation of any privacy law, or (iv) to Seller's Knowledge triggered an obligation to notify any Person under any privacy law or Business Associate Agreement (as defined by HIPAA).

3.1.23.3. With respect to the operation of the Business, Seller has implemented reasonable administrative, physical and technical safeguards intended to protect the personal data processed by such entity, and such safeguards comply in all material respects with all applicable privacy laws.

3.1.23.4. In the past three (3) years, Seller has not experienced a breach of unsecured personal data pertaining to the Business under applicable privacy laws.

3.2. Buyer's Representations and Warranties. Buyer represents and warrants to Seller that, as of the date hereof and as of the Transfer Date:

3.2.1. Organization and Standing. Buyer is a limited liability company duly formed, validly existing under the laws of the State of Nevada and is qualified to do business under the laws of the State. Buyer has the requisite power and authority to own and operate the Assets in the manner in which they are presently being operated.

3.2.2. Capacity; Authority; Consents. Buyer has full power, legal capacity and authority to execute and deliver this Agreement, to consummate the transactions contemplated hereby and to perform its obligations under this Agreement. Buyer is not suspended, debarred or excluded or otherwise limited from participation in the Medicare, Medicaid, Tricare or other governmental program or third-party payor and has not received written notice that it will be suspended, debarred, excluded or otherwise limited from participation in such programs. The execution and delivery of this Agreement, the consummation of the transactions contemplated hereby and the performance of the obligations hereunder have been duly authorized by the board of directors or members of Buyer and no other proceedings on the part of Buyer or its shareholders/members are necessary in connection therewith. This Agreement constitutes, and each other instrument to be executed and delivered by Buyer will constitute, valid and binding obligations of Buyer, enforceable against Buyer in accordance with their respective terms subject to the Bankruptcy Exceptions.

3.2.3. No Violation. Neither the execution and delivery of this Agreement by Buyer, the consummation of the transactions contemplated hereby nor the performance of Buyer's obligations hereunder will (i) violate any provision of the Articles of Incorporation, Articles of

Organization, or bylaws of Buyer; (ii) violate any statute, code, ordinance, rule or regulation of any jurisdiction applicable to Buyer, or its properties or assets; (iii) violate any judgment, order, writ, decree, injunction or award of any court, arbitrator, mediator, government or governmental agency or instrumentality, which is binding upon Buyer or which would have an adverse effect on its properties or assets; (iv) violate, breach, conflict with, constitute a default under, result in termination of or accelerate the performance required by, any of the terms, conditions or provisions of any note, bond, mortgage, indenture, deed of trust, license, lease, agreement or other instrument or obligation to which Buyer is a party or by which Buyer or any of its properties or assets is bound; or (v) result in the creation of any lien, security interest, charge or other encumbrance upon any of Buyer's properties or assets.

3.2.4. HIPAA Compliance. As of the Transfer Date, Buyer will qualify and will continue to qualify as a “covered entity” as such term is defined in the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) and will comply and will continue to comply with all requirements under HIPAA and as applicable the Health Information Technology for Economic and Clinical Health Act (“HITECH”) and their implementing regulations, including without limitation, the use or disclosure of protected health information as the term is used in 45 CFR §164.501. If necessary, before or after the Transfer Date, Buyer and Seller shall each execute and deliver to the other mutual and reciprocal HIPAA Business Associate Agreements in form and substance mutually acceptable to Buyer and Seller.

3.2.5. Financial Ability. Buyer will have on the Transfer Date sufficient funds available to consummate the transactions contemplated hereunder, including to pay the amounts required to be paid to Seller under the terms of this Agreement.

3.2.6. Solvency. Assuming the representations and warranties of the Seller are true and correct in all material respects on the date hereof and on the Transfer Date, immediately after giving effect to this transaction, Buyer and its Subsidiaries (on a consolidated basis) will be able to: (a) pay their debts as they become due; and (b) own property that has a fair saleable value greater than the amounts required to pay its liabilities (including a reasonable estimate of the amount of all contingent liabilities). No transfer of property is being made and no obligation is being incurred in connection with this transaction with the intent to hinder, delay or defraud either present or future creditors of Buyer. In connection with this transaction, Buyer has not incurred, and does not plan to incur, debts beyond its ability to pay as they become absolute and matured.

3.2.7. Acknowledgment and Representations by Buyer.

(a) Buyer acknowledges that it conducted to its satisfaction an independent investigation of the financial condition, operations, assets, liabilities and properties of the Seller and the Agency and, in making its determination to proceed with this transaction contemplated by this Agreement, Buyer has relied and will rely solely on the results of its own independent investigation, the representations and warranties of the Seller expressly and specifically set forth in this Agreement and the other Transaction Documents, including the Disclosure Schedule, and the indemnities of the Seller expressly and specifically set forth in this Agreement. Buyer further acknowledges that, except as set forth herein, no promise or inducement for this Agreement was offered by the Seller or any of its respective representatives or relied upon by Buyer.

(b) Except in the case of Fraud, Buyer acknowledges that the Seller nor any other Person acting on behalf of the Seller has made any representation or warranty, express or implied, as to the accuracy or completeness of any information regarding the Seller or its respective businesses or assets, except as expressly set forth in this Agreement and the other Transaction Documents or as and to the extent required by this Agreement to be set forth in the Disclosure Schedule.

(c) The representations and warranties of the Seller specifically set forth in Article 3 of this Agreement and the other Transaction Documents constitute the sole and exclusive representations and warranties of the Seller to Buyer in connection with this transaction and Buyer understands, acknowledges and agrees that all other representations and warranties of any kind or nature, express or implied (including any relating to the future or historical financial condition, results of operations, assets or liabilities, or prospects of the Seller) are specifically disclaimed by the Seller. Buyer acknowledges that, except in the case of Fraud, it did not rely on any representation or warranty not contained in this Agreement when making its decision to enter into this Agreement and will not rely on any such representation or warranty in deciding to consummate this transaction.

ARTICLE 4. COVENANTS

4.1. General Covenants. Following the execution of this Agreement, Seller and Buyer agree:

4.1.1. To cooperate fully with each other in preparing, filing, prosecuting, and taking any other actions which are or may be reasonable and necessary to obtain the consent of any governmental instrumentality or any third party, to accomplish the transactions contemplated by this Agreement;

4.1.2. To deliver such other instruments of title, certificates, consents, endorsements, assignments, assumptions and other documents or instruments, in form reasonably acceptable to the party requesting the same and its counsel, as may be reasonably necessary to carry out and/or to comply with the terms of this Agreement and the transactions contemplated herein; and

4.1.3. To confer on a regular basis with the other, report on material operational matters and promptly advise the other orally and in writing of any change or event having, or which, insofar as can reasonably be foreseen could have, a Material Adverse Effect (as defined below) on such party or which would cause or constitute a material breach of any of the representations, warranties or covenants of such party contained herein.

4.2. Regulatory Approvals. Buyer will promptly file a change of ownership/licensing application for the Agency with the Department of Health and agrees to diligently pursue licensure of the Agency in Buyer's name. Seller agrees to cooperate with Buyer in effecting a change in ownership of the Agency for the purposes of licensing and certification in order to ensure the continuous and uninterrupted operation of the Agency, including the execution of any documents and the surrender of the existing Licenses and Provider Agreements, that may be necessary to effect the orderly and uninterrupted transition of the Licenses, certificates, Provider


Agreements and any other certifications to Buyer. Seller and Buyer will use commercially reasonable efforts to obtain the Regulatory Approvals as soon as practicable after the Transfer Date. Notwithstanding the foregoing, nothing herein shall be construed as requiring Seller to incur costs or expenses to secure Regulatory Approvals or transition of the Licenses or Provider Agreements. Nothing herein shall be construed as requiring Buyer to incur costs or expenses or take any other action to secure Regulatory Approvals other than (i) routine filing fees, (ii) costs and expenses specifically contemplated by the terms of the laws, rules, regulations or documents under which such Regulatory Approvals are secured and (iii) amounts which are not in dispute and which are owing to applicable regulatory authorities or third parties as of the date on which said approvals or consents are requested. Seller agrees not to take any action or knowingly commit any omission that would result in the termination or suspension of the existing Licenses or Provider Agreements.

4.3. Public Announcements. The parties shall consult with each other prior to the issuance by any party of any press release or any written statement with respect to this Agreement or the transactions contemplated hereby; provided, however, that nothing herein shall be construed as prohibiting (i) public disclosures in connection with securing any Regulatory Approvals, or (ii) private disclosures to the employees, shareholders, agents, contractors, consultants, attorneys, accountants, lenders and affiliates of the disclosing party; provided that in no event shall a party disclose the pending sale of the Agency to onsite personnel without the consent of the other, which shall not be unreasonably withheld.

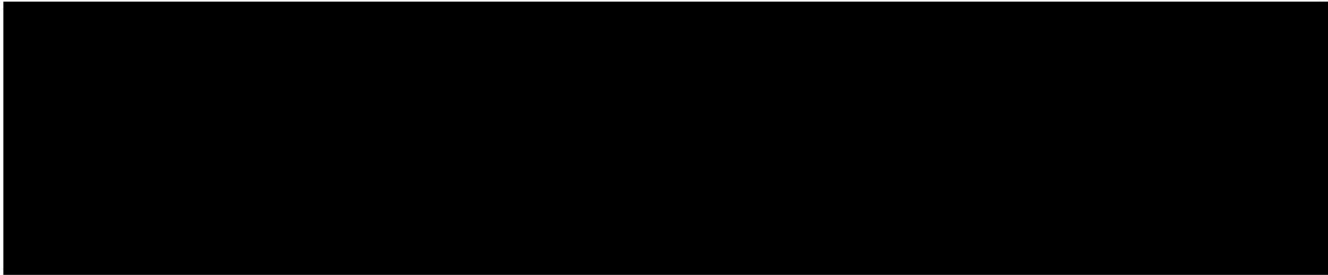
4.4. Joint Staff Announcement. Except as provided herein, both Buyer and Seller shall take all steps reasonably necessary to prevent disclosure of the pending sale to any of the onsite personnel until such time as Buyer and Seller agree to make a joint announcement, which joint announcement shall be no less than 14 days prior the Transfer Date.

4.5. Utilities. Seller and Buyer shall cooperate to take all steps reasonably necessary to transfer all utilities and services related to the operation of the Office including without limitation electric service, gas service, telephone service, sewage, water and trash removal, into Buyer's name effective as of the Transfer Date.

4.6. Leases. Seller and Buyer shall cooperate to take all steps reasonably necessary to deliver exclusive possession to Buyer of the Offices that are subject to Leases identified on Schedule 2.1.1 as of the Transfer Date. With respect to each of the Leases identified on Schedule 2.1.1, Buyer, in its sole discretion, shall elect to either (i) assume the existing lease with the applicable landlord and agree to indemnify Seller and any personal guarantor of the Lease against any and all claims of such landlord, or (ii) secure a new lease with the current landlord on terms and conditions no less favorable than those contained in the Leases and that are reasonably acceptable to Buyer, in which case Buyer and Seller will work cooperatively to secure the landlord's agreement to release Seller and all guarantors from liability under the existing leases. Prior to the Closing, Seller and Buyer shall use their commercially reasonable efforts to cause any Lease deposit held by an applicable landlord to be returned to Seller (net of any applicable offset) and a new Lease deposit to be made by Buyer. Buyer's possession of the premises delivered pursuant to this Section shall be subject to the Leases identified on Schedule 2.1.1 (unless Buyer has secured new leases and Seller and all guarantors have been released from the existing leases as provided in this section), but free of all other leases, subleases and occupants.



4.7.2. Nondisparagement. Buyer, on the one hand, and the Seller and the Owners, on the other, agree that neither party shall in any manner take or cause to be taken any action which is designed or intended to discourage, or would be reasonably anticipated to have the effect of discouraging, suppliers, referral sources, governmental agencies, third-party payors, or other business associates from maintaining the same or equivalent business relationships with the other Party or the Agency after the Transfer Date as were maintained with the Agency or other Party prior to the date of this Agreement.



[REDACTED]

4.7.4. Remedy for Breach. The Parties acknowledge that in the event of a breach of any of the provisions of this Section 4.7, monetary damages shall not constitute a sufficient remedy. Consequently, in the event of any such breach, Buyer, Seller and each Owner, as applicable, may, in addition to other rights and remedies existing in its favor, apply to any court of law or equity of competent jurisdiction for specific performance and/or injunctive or other relief in order to enforce or prevent any violations of the provisions hereof, in each case without the requirement of posting a bond or proving actual damages.

[REDACTED]

4.8. Interim Operations. Except as otherwise expressly contemplated by this Agreement, as set forth on Schedule 4.8, or as agreed to in writing by Buyer, Seller covenants and agrees that, prior to the Closing:

4.8.1. Seller shall conduct and operate the Business in the ordinary course of business consistent with past practice in all material respects;

4.8.2. Seller shall use its commercially reasonable efforts to keep intact the Assets and permits, and employee, supplier, customer and other business relationships;

4.8.3. Seller shall use their commercially reasonable efforts to keep and maintain their tangible Assets in their present condition, repair and working order, except for normal depreciation and wear and tear;

4.8.4. Seller shall not acquire, including by merging or consolidating with, or purchasing the assets or capital stock or other equity interests of, or in any other manner, any business or any corporation, partnership, association or other business organization or division

thereof, or make any capital expenditures or commitments in an amount in excess of Twenty-Five Thousand Dollars (\$25,000) in the aggregate, in each case except to the extent such assets and liabilities constitute Excluded Assets and Excluded Liabilities;

4.8.5. With respect to the employees of the Business, Seller shall not (i) increase in any manner the compensation or fringe benefits of, or pay any bonus to, any employee, other than (A) increases and bonuses expressly contemplated by or required under existing employment or consulting agreements or bonus plans or applicable law, and (B) increases in compensation to employees in the ordinary course of business consistent with past practice, or (ii) except as required to comply with applicable law, pay any benefit not required by any Benefit Plan as in effect as of the date of this Agreement;

4.8.6. Seller shall not sell, lease, license, subject to any lien (other than a Permitted Encumbrance) or otherwise encumber or dispose of (including through any sale-leaseback or similar transaction) any of its properties or assets, other than (i) immaterial properties or assets (or immaterial portions of properties or assets) in the ordinary course of business consistent with past practice, (ii) inventory in the ordinary course of business consistent with past practice, and (iii) the Excluded Assets;

4.8.7. Seller shall not make or forgive any loans, advances or capital contributions to, or investments in, any Person, other than trade accounts receivable incurred in the ordinary course of business consistent with past practice, except to the extent such loans, advances, capital contributions and investments constitute Excluded Assets;

4.8.8. Seller shall not adopt or put into effect a plan of complete or partial liquidation, dissolution, merger, consolidation, restructuring, recapitalization or other reorganization;

4.8.9. Seller shall not (i) enter into, or materially amend, modify or supplement any Continuing Operating Contract or (ii) waive, release, grant, assign or transfer any of its material rights or claims that would otherwise constitute Assets (whether such rights or claims arise under a Continuing Operating Contract or otherwise);

4.8.10. Seller shall (i) comply in all material respects with its obligations under the Continuing Operating Contracts as such obligations become due, (ii) use commercially reasonable efforts to maintain insurance covering risks of such types and in such amounts as are consistent with its past practices, and (iii) use commercially reasonable efforts not to permit any insurance policy naming it as beneficiary or loss payable payee to be canceled or terminated; and

4.8.11. Seller shall not agree or commit to take any of the foregoing actions prohibited by this Section 4.8.

Notwithstanding anything to the contrary set forth in this Agreement, the parties acknowledge and agree that neither Buyer nor its Affiliates have the right to control or direct Seller's operations prior to the Closing. Prior to the Closing, Seller shall exercise, consistent with the terms of this Agreement, complete control and supervision over its operations.

4.9. No Shop. Until the earlier of the Closing or the termination of this Agreement, none of the Owners or Seller shall, directly or indirectly, through any officer, director, manager, employee, affiliate, agent, intermediary or representative of any equityholder of Seller or otherwise: (a) solicit, initiate or encourage submission of proposals or offers from any Person or governmental authority relating to any purchase of the Assets, other than any purchase of Assets in the ordinary course of business consistent with past practice, or any equity securities or any merger, consolidation, share exchange, business combination, recapitalization, reclassification or other similar transaction involving Seller (an “Acquisition Proposal”); (b) participate in any discussions or negotiations regarding, or furnish to any other Person any information with respect to, or otherwise respond to, cooperate or encourage, any effort or attempt by any other Person or governmental authority to make an Acquisition Proposal; or (c) enter into any agreement, arrangement or understanding with respect to an Acquisition Proposal or any other transaction that would have the effect of preventing or limiting the transactions contemplated by this Agreement. Seller shall immediately (and in any event within one Business Day of learning of the relevant information) notify Buyer if any Person or governmental authority makes any proposal, offer, inquiry or contact with respect to any of the foregoing, together with the details of such proposal, offer, inquiry or contact, and, to the extent not prohibited by any confidentiality obligations existing as of the date of this Agreement, the identity of the potential purchaser.

4.10. Tax Matters.

4.10.1. Seller shall prepare and file all tax returns in respect of the Assets or the Business for all taxable periods ending on or before the Transfer Date, whether due before or after the Transfer Date, and Buyer shall prepare and timely file, or cause to be prepared and timely filed, all other tax returns in respect of the Assets or the Business.

4.10.2. For purposes of determining the portion of Taxes for any Straddle Period that are Taxes for a Pre-Closing Tax Period:

4.10.2.1. Taxes imposed against Seller that are not based on income, receipts, payments or expenditures (e.g., property Taxes) for the Pre-Closing Tax Period shall be computed and apportioned between Seller and Buyer based upon the ratio of the number of days in the Pre-Closing Tax Period and the number of days in the entire Tax period; and

4.10.2.2. Taxes of Seller for the Pre-Closing Tax Period, other than Taxes described above, shall be computed and apportioned between Seller and Buyer as if such Tax period ended as of the close of business on the Transfer Date and, in the case of any Taxes of Seller attributable to the ownership of any equity interest in any partnership or other “flowthrough” entity, as if the taxable period of such partnership or other “flowthrough” entity ended as of the close of business on the Transfer Date.

4.10.3. Each of Buyer and Seller shall provide the other with such information and records, and make such of its officers, directors, employees and agents available, as may reasonably be requested by such other party in connection with the preparation of any tax return of the Assets or the Business for any Pre-Closing Tax Period or a Straddle Period.

4.11. Financing. The Buyer shall take all steps reasonably necessary to facilitate use of its existing revolving credit agreement or a substantially equivalent source of funds to fund the payment obligations of the Buyer at the Closing hereunder. Immediately prior to the Closing, the Buyer shall have sufficient cash funds, credit facilities and other sources of immediate available funds to enable the Buyer to timely pay, fund or discharge all of the Purchase Price.

ARTICLE 5. DUE DILIGENCE

5.1. Seller Information. Seller shall deliver such reasonable due diligence materials as Buyer may request, including without limitation the information listed on Schedule 5.1 as well as current and historical financial statements, insurance loss runs pertaining to the Agency for the three-year period preceding the date of this Agreement, copies of the existing Licenses, the existing Provider Agreements, copies of all vendor contracts, the Employee Schedule, a complete patient roster with account status, responsible party, payor source and aging, and copies of any other materials as may be reasonably requested by Buyer (collectively, the “Seller Information”) promptly following the date of this Agreement (and, if prior to the Transfer Date Seller receives or discovers any additional materials required to be delivered hereunder, or if Seller becomes aware of any material change in the Assets or any matter affecting the Assets which would render any of the materials previously given false or misleading, then Seller shall disclose such changes in writing to Buyer and shall deliver any additional related materials to Buyer as soon as reasonably possible after such receipt or discovery).

5.2. Right of Inspection. From the date of this Agreement through the Transfer Date, Seller shall, at mutually agreed upon times and locations, make its key employees and authorized representatives available to confer with Buyer and their authorized representatives (subject to Section 4.4), shall make available to Buyer and its authorized representatives all books, papers and records relating to the Agency and the obligations and liabilities of Seller including, but not limited to, all books of account (including the general ledger), tax records, contracts and agreements, filings with any regulatory authority, any financial operating data, policy and procedure manuals, employee manuals and any other information relating to Seller’s business activities at or relating to the Agency as Buyer may from time to time reasonably request.

5.3. Confidentiality. All information furnished by Seller to Buyer pursuant to this Agreement shall be treated as the property of Seller and shall be kept confidential by Buyer until the Transfer Date. In the event the Closing shall not occur, Buyer, upon request, shall return to Seller all documents and other materials containing, reflecting or referring to such information, shall keep confidential all such information, and shall not directly or indirectly use such information for any competitive or other commercial purpose. Buyer’s obligation to keep such information confidential shall extend to the officers, employees and agents of Buyer. The obligation to keep such information confidential shall not apply to any information which Buyer can demonstrate (i) was already in its possession prior to the disclosure thereof by Seller, (ii) was then generally known to the public, (iii) became known to the public through no fault of Buyer or any of their directors, partners, employees or agents, or (iv) was disclosed to Buyer by a third party unaffiliated with Buyer who was not bound by an obligation of confidentiality to Seller, nor shall the obligation to keep such information confidential apply to disclosures required to be made in accordance with any law or regulation or any order of a court of competent jurisdiction.

ARTICLE 6. CONDITIONS

6.1. Buyer's Conditions. The obligations of Buyer under this Agreement are subject to the satisfaction, on or before the Transfer Date, of the following conditions, each of which are for the sole benefit of Buyer and may be waived by Buyer at Buyer's sole option by delivery to Seller of a written notice of such waiver or Buyer consummating the Closing, in which case all conditions to Closing shall be deemed waived by Buyer, but such waiver of conditions to Closing shall not be deemed a waiver of any breach of this Agreement by Seller:

6.1.1. Representations and Warranties True as of Transfer Date. The (i) Seller Fundamental Representations shall be true and correct in all but *de minimis* respects on and as of the date hereof and the Transfer Date as though such representations and warranties were made on and as of the Transfer Date (except for those representations and warranties that are made as of a specific date, in which case they shall be true and correct as of such date) and (ii) the other representations and warranties of Seller contained in this Agreement or in any other Transaction Document, shall be true and correct in all material respects on and as of the date hereof and the Transfer Date as though such representations and warranties were made on and as of the Transfer Date (except for those representations and warranties that are made as of a specific date, in which case they shall be true and correct as of such date).

6.1.2. Compliance with Agreement. Seller shall have performed and complied in all material respects with all agreements, covenants, conditions and obligations required by this Agreement to be performed or complied with by Seller prior to Closing.

6.1.3. Regulatory Approvals. Buyer shall have received the Regulatory Approvals, except that in the event that an Interim Management Agreement is employed pursuant to Section 8.11 below, then this condition shall be deemed a condition subsequent, to be fulfilled following the Transfer Date (the "Required Regulatory Approvals"). In no event shall Buyer be required to effectuate the Closing until all approvals and authorizations have been obtained arising pursuant to Oregon Revised Statute 415.500 *et seq.* and Oregon Administrative Rules 409-070-0000 through -0085 and any related or similar requirements; provided, that Buyer shall not be required to take any action that would have a material impact on Buyer's businesses or the Assets in connection therewith.

6.1.4. Contract Consents. Buyer shall have received consents from each party set forth on Schedule 6.1.4.

6.1.5. Delivery of Seller Closing Items. Seller shall have delivered all of the Seller Closing Items to Buyer.

6.1.6. No Material Adverse Change. There shall not have occurred any change or changes concerning the Agency or the Assets that individually or in the aggregate has had or would reasonably be expected to have a Material Adverse Effect. "Material Adverse Effect" means any change, development, event, state of facts or occurrence that has, or could reasonably be expected to have, individually or in the aggregate, a material adverse effect on (a) the Assets, operations, prospects, operating results, employee relations or vendor relations of the Agency, taken as a whole, or (b) Seller's ability to perform its obligations under this Agreement or the consummation by Seller of the transactions contemplated hereby, taken as a whole; provided, however, that in no

event shall any of the following occurring after the date hereof, alone or in combination, be deemed to constitute a Material Adverse Effect: (1) any effect that results from changes affecting the hospice or home health industry (to the extent such effect is not materially disproportionate with respect to the Seller) or the United States economy generally (to the extent such effect is not materially disproportionate with respect to Seller), (2) any effect that results from changes affecting general worldwide economic or capital market conditions (to the extent such effect is not materially disproportionate with respect to Seller), (3) any effect resulting from compliance with the terms and conditions of this Agreement, or (4) any declaration of war, military crisis or conflict, civil unrest, pandemic (including Covid-19), act of terrorism, or act of God.

6.1.7. Delivery of Possession. Seller shall have irrevocably tendered exclusive possession of the Assets to Buyer as of the Transfer Date free and clear of all tenants or persons who may be in possession of the Office except staff which has been hired by Buyer.

6.1.8. Open Surveys. Seller shall have fulfilled or be in the process of fulfilling all requirements of any governmental agency having jurisdiction of the Agency as contained in any survey report, citation, plan of correction, judgment, order or other directive relating to the operation of the Agency or any portion thereof.

6.1.9. Related Transaction Closing. The Parties shall have consummated those transactions set forth in the Washington/Idaho Purchase Agreement.

6.1.10. Buyer Financing. Provided that Buyer has fulfilled its obligations as set forth in Section 4.11, Buyer shall, at the Closing, have obtained third party financing sufficient to pay the Purchase Price hereunder.

6.2. Seller's Conditions. The obligations of Seller under this Agreement are subject to the satisfaction, on or before the Transfer Date, of the following conditions, each of which may be waived by Seller by delivery to Buyer of a written notice of such waiver or Seller consummating the Closing, in which case all conditions to Closing shall be deemed waived by Seller, but such waiver of conditions prior to Closing shall not be deemed a waiver of any breach of this Agreement by Buyer:

6.2.1. Representations and Warranties True on Transfer Date. The representations and warranties of Buyer contained in this Agreement, in the exhibits hereto, or in any certificate, document or statement delivered pursuant to the provisions hereof, shall be true and correct in all material respects on and as of the Transfer Date as though such representations and warranties were made on the Transfer Date.

6.2.2. Compliance with Agreement. Buyer shall have performed and complied in all material respects with all agreements, conditions and obligations required by this Agreement to be performed or complied with by Buyer prior to or on the Transfer Date.

6.2.3. Delivery of Buyer's Closing Items. Buyer shall have delivered all of Buyer's Closing Items to Seller.

6.3. Notice of Certain Events. During the period beginning on the date of this Agreement and ending on the Transfer Date, (i) each Party shall promptly notify the other Parties

in writing of, and contemporaneously provide the other Parties with accurate and complete copies of any and all information and documents relating to, any event, transaction or circumstance that would reasonably be expected to cause any condition to Closing set forth in Section 6.1 or Section 6.2 not to be satisfied; and (ii) Seller shall promptly notify Buyer in writing of any fact, circumstance, condition, change, event or occurrence which has had or could reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect. Any such notice shall not be deemed to cure any breach of a representation, warranty or covenant, nor shall any such notice have any effect for purposes of determining whether or not the conditions set forth in Section 6.1 or Section 6.2 have been satisfied.

ARTICLE 7. CLOSING

7.1. Seller's Obligations at Closing. On or before the Transfer Date, Seller shall deliver or cause to be delivered directly to Buyer, all of the following, which are referred to herein as "Seller Closing Items":

7.1.1. Evidence of the manager authorizing the execution and performance of this Agreement and all actions taken by Seller in furtherance of this Agreement;

7.1.2. All releases, waivers, and satisfactions necessary to remove all Encumbrances on the Assets except Permitted Encumbrances;

7.1.3. All necessary instruments of transfer, properly executed by Seller, conveying, transferring and assigning to Buyer all of Seller's right, title and interest in and to the Assets and any and all warranties or rights in connection therewith, all in form and substance reasonably satisfactory to Buyer, including without limitation:

7.1.3.1. the Bills of Sale duly executed by Seller and dated as of the Transfer Date, conveying to Buyer all of the Personal Property, FF&E, Intellectual Property and Intangible Personal Property free and clear of any and all Encumbrances except Permitted Encumbrances (including all necessary documentation required to transfer the Trade Names to Buyer);

7.1.3.2. a Membership Interest Assignment Agreement in form and substance reasonably acceptable to Buyer signed by Signature Group, LLC and dated as of the Transfer Date, conveying to Buyer one hundred percent (100%) of the issued and outstanding equity interests of NP2U, LLC, free and clear of Encumbrances (other than restrictions on transfer thereof under federal and state securities Laws;

7.1.3.3. an Assignment and Assumption Agreement in the form attached hereto as Exhibit D;

7.1.3.4. an Interim Management Agreement in the form attached hereto as Exhibit C;

7.1.3.5. an executed copy of the assignment and assumption of the Leases set forth on Schedule 2.1.1 to the extent the same are being assumed by Buyer;

7.1.3.6. such other documents, forms, certifications, instructions or items as Buyer or Escrow Agent may reasonably request in order to effectuate the transactions contemplated by this Agreement including but not limited to the Escrow Reserve;

7.1.3.7. an assignment of the Office Lease between Seller or Seller's Affiliate, (Tenant) and Portland SW Center, LLC (now Unitus Community Credit Union) (Landlord) dated March 25, 2013, as amended; and

7.1.3.8. keys (or copies thereof) and combinations for all locks on or at the Office, which Seller shall deliver to Buyer at Closing.

7.2. Buyer's Obligations at Closing. On or before the Transfer Date, Buyer shall deliver or cause to be delivered directly to Seller the following, which are referred to herein as the "Buyer Closing Items":

7.2.1. the Closing Funds, by wire transfer

7.2.2. an Assignment and Assumption Agreement in the form attached hereto as Exhibit D;

7.2.3. an Interim Management Agreement in the form attached hereto as Exhibit C;

7.2.4. an executed copy of the assignment and assumption of the Leases set forth on Schedule 2.1.1 to the extent the same are being assumed by Buyer;

7.2.5. Such other documents, forms, certifications, instructions or items as Seller or Escrow Agent may reasonably request in order to effectuate the transactions contemplated by this Agreement including but not limited to the Escrow Reserve.

7.3. Costs. The costs of the transaction shall be allocated between Seller and Buyer as follows.

7.3.1. All transfer, documentary, sales, use, stamp, registration and other such taxes, and all conveyance fees, recording charges and other fees and charges (including any penalties and interest) incurred in connection with the consummation of the transactions contemplated under this Agreement (all the foregoing being, collectively, "Transfer Taxes") shall be borne fifty percent (50%) by Buyer, on one hand, and fifty percent (50%) by Seller, on the other hand. The parties shall cooperate with each other to the extent reasonably requested and legally permitted to minimize any such Transfer Taxes. The party required by law to file a tax return with respect to such Transfer Taxes shall do so on a timely basis, and the other party shall promptly reimburse such party for fifty percent (50%) of the amount of such Transfer Taxes upon receipt of notice that such Transfer Taxes have been paid.

7.3.2. Real and Personal Property taxes, assessments and other impositions which are due and payable prior to the Transfer Date shall be paid from Seller's proceeds. Any taxes, assessments and other impositions which are accrued but unpaid as of the Transfer Date shall be prorated as set forth below.

7.3.3. Seller and Buyer shall each pay their own attorney's fees and costs of third-party consultants.

7.3.4. Buyer and Seller shall share any Escrow fees related to the Escrow Reserve on a 50-50 basis.

7.3.5. Seller shall pay all costs associated with obtaining and recording any releases necessary to deliver good and marketable title to the Seller's Assets in accordance with the terms of this Agreement.

7.3.6. Buyer and Seller shall share the cost of the filing fee associated with the Health Care Market Oversight program filing.

7.4. Prorations.

7.4.1. Customary Closing Prorations. Taxes, assessments and all other impositions and items customarily prorated at Closing shall be prorated (a) as of the Transfer Date, with Seller responsible therefor or entitled thereto for the period prior to the Transfer Date, and with Buyer responsible therefor or entitled thereto for the period on and after the Transfer Date, (b) on the basis of actual days elapsed in the relevant accounting, revenue or expense period and, (c) if exact information is not available, shall be estimated based on the most recent information available. If, after netting together all credits due each party hereunder, there is a net credit due (x) Buyer, such credit shall reduce, dollar-for-dollar, the cash due at Closing; or (y) Seller, such credit shall increase, dollar-for-dollar, the cash due at Closing. Any prorations estimated through the Transfer Date shall be updated within the 60 day period following the Transfer Date and any amounts in favor of the Buyer or Seller shall be paid within five (5) days following such 60 day true-up period.

7.4.2. Operating Expenses. Expenses pertaining to Continuing Operating Contracts, water, electricity, sewer, gas, telephone and other charges for the billing period(s) in which the Transfer Date occurs, personal property taxes, prepaid expenses and other related items of expense attributable to the Agency shall be prorated between Seller and Buyer as of the Transfer Date. In general, prorations shall be made so as to reimburse Seller for prepaid expense items to the extent that the same are attributable to periods on and after the Transfer Date, and to charge Seller for prepaid expense items and accrued or incurred but unpaid expenses to the extent that the same are attributable to periods prior to the Transfer Date and not otherwise paid by Seller. Following Closing, the intent of this provision shall be implemented by Buyer remitting to Seller any invoices which reflect a service or delivery date before the Transfer Date and by Buyer assuming responsibility for the payment of any invoices which reflect a service or delivery date on and after the Transfer Date; provided that in the event of any nonpayment of amounts due for pre-Transfer Date periods which threatens the availability of goods or services to the Agency, then in addition to all other rights and remedies available to Buyer, Buyer shall have the right to pay amounts due and Seller shall reimburse Buyer for the cost thereof upon demand.

7.4.3. Calculation. All such prorations shall be made on the basis of actual days elapsed in the relevant accounting or revenue period and shall be based on the most recent information available. Without limiting the foregoing, water, electricity, sewer, gas, telephone and other utility charges shall be based, to the extent practicable, on final meter readings and invoices covering the period of time through the Transfer Date. Utility charges which are not metered and

read on the Transfer Date shall be estimated based on prior charges and shall be re-prorated upon receipt of statements therefor.

7.5. Petty Cash. On the Transfer Date, Buyer shall remit to Seller a cashier's check in the amount equal to petty cash maintained at the Office.

7.6. Brokerage Commissions. Each party represents and warrants to the other that no brokerage commissions or like commissions are or will be due to any party in connection with this transaction. Further, each party agrees to indemnify, defend and hold harmless the other party for, from and against any and all liability, loss, cost, damage or expense, including but not limited to court costs and reasonable attorneys' fees, resulting from any assertion of a right to a brokerage commission as a consequence of any act or omission of such indemnifying party.

ARTICLE 8. TRANSFER OF OPERATIONS

8.1. Transfer of Operations. Seller, to the extent assignable or transferable, hereby agrees to transfer, assign, set over and convey to Buyer, and Buyer hereby agrees to accept, on the Transfer Date, possession of the Assets together with all of Seller's right, title and interest in and to the business operations of the Agency, including without limitation all patients, patient admission agreements, the Provider Agreements (as assignable), transfer agreements, payor sources, and every other right, privilege, process and system in place and intact, as more fully set forth in this Agreement, effective as of the Transfer Date. To the extent assignable, Seller agrees to assign all existing agreements with patients at the Agency, and with any guarantors thereof (but excluding the Pre-Transfer Accounts) to Buyer as of the Transfer Date. Seller agrees not to refuse admissions or remove any patient from the Agency prior to the Transfer Date except for valid medical and other lawful reasons or as would otherwise occur in the due course of its operation of the Agency in its commercially reasonable discretion.

8.2. Computer and Billing Systems. Seller shall use commercially reasonable efforts to transfer all computer hardware, software, billing portals and systems and data intact and in place, complete with any passwords or codes necessary to use the equipment and fully access the data at the Office. Acknowledging that the data contained therein and accessed thereby is essential to the continuation of the operations in the Agency, Seller shall leave such computer and billing systems, including the Agency's electronic medical records (EMR) system, connected to their remote networks (if any) for a period of up to the later of (i) one-hundred twenty days after the Transfer Date and (ii) April 30, 2025, and each Party shall be responsible for fifty percent (50%) of the costs incurred therefrom. Seller further agrees to make any data or records relating to the past operation of the Agency which are held or stored offsite accessible to Buyer, in order to facilitate Buyer's lawful and uninterrupted operation of the Agency in compliance with applicable record retention laws and in a manner which does not jeopardize the health, care or welfare of the Agency's patients.

8.3. Medicare and Medicaid Provider Numbers. Seller acknowledges and agrees that, pursuant to 42 C.F.R. §§ 442.14(a) and 489.18(c), Seller's Medicare Provider Agreements will be automatically assigned to Buyer by CMS and, effective as of the Transfer Date, Seller will assign to Buyer, and agrees that Buyer may utilize, Seller's Provider Agreements entered into in connection with the Agency (excluding the right, however, to any reimbursement for periods prior to the Transfer Date). Seller agrees to cooperate in obtaining all necessary approvals for the

assignment of said Provider Agreements and to execute such assignment documentation to implement such assignment as may be required by governmental authorities and/or third-party payors. On and after the Transfer Date, Buyer shall have the right to act for and in Seller's name and stead in dealing with any governmental, quasi-governmental or private agency, authority or intermediary having jurisdiction of the Provider Agreements or any aspect of the reimbursement process thereunder, including without limitation the right to direct the payment of reimbursements to a bank account or accounts titled in the name of Seller or Buyer, at Buyer's discretion, or any other entity designated by Buyer for such purpose solely with respect to Agency activities as of and after the Transfer Date. Notwithstanding the foregoing, Buyer shall promptly provide Seller with remittance advices and other collection information and other correspondence and communication and remit to Seller any Pre-Transfer receivables in accordance with Section 8.7.2 of this Agreement. Notwithstanding the foregoing, Buyer shall have no right to act on behalf of Seller or otherwise with respect to any billings, overpayments, inquires, correspondence or any other matter under the Provider Agreements without Seller's express written consent with respect to any period prior to the Transfer Date.



8.6. Seller's Cost Reports. Seller shall timely prepare and file with CMS and (as required) Medicaid its cost reports for the fiscal year ending immediately preceding the fiscal year in which the Transfer Date occurs, and for any stub period and final cost reports up to the Transfer Date in respect to its operation of the Agency which are required to be filed by law under the terms of the Medicare and Medicaid programs, and will provide the appropriate Agency with any information needed to support claims for reimbursement made by Seller either in such final cost

reports or in any cost reports filed for prior or subsequent cost reporting periods. Seller shall promptly provide Buyer with copies of such reports and supporting documentation. In the event Seller fails to timely, accurately or completely file any cost report for the Agency, Buyer shall have the right but not the responsibility, and Seller hereby irrevocably appoints Buyer as its agent and attorney in-fact for such purpose, to prepare, file, and otherwise process such cost reports in Seller's name and behalf and at Seller's expense, which expense shall be calculated based on 125% of the comparable hourly or project-based rates that an independent consulting service would charge for the same work to compensate Buyer for the interruption of workflow and operations at the Agency. If Buyer elects to or if Seller requests that Buyer prepare, file, complete, correct and/or process any such reports, it shall do so in a workman-like manner and in accordance with reasonably prudent business practices, but shall not assume or incur any legal liability for any errors or omissions therein, and Seller hereby forever releases, waives, and discharges Buyer from any liability, known or unknown, for its handling of any such cost reports hereunder.

8.7. Receivables & Reimbursements.

8.7.1. Schedule of Pre-Transfer Accounts. Seller shall deliver to Buyer a complete, correct patient roster with account status (including whether the claim is billed or unbilled), responsible party, payor source and aging not less than fifteen (15) days after the date of this Agreement and within three (3) days before the Transfer Date shall update such roster as of the Transfer Date.

8.7.2. Allocation of Accounts Receivable.

8.7.2.1. Pre-Transfer Accounts Receivable. Seller is entitled to all amounts paid by any party for hospice, home health, home care or other services rendered by Seller prior to the Transfer Date, including, but not limited to, accounts receivable arising from rate adjustments which relate to periods prior to the Transfer Date even if such adjustments occur after the Transfer Date and to any refund or overpayment of any amounts paid either pre-Closing or post-Closing by Seller whether from an audit, recoupment or otherwise, and Seller shall remain liable for any overpayments (including without limitation recapture of pass-throughs) made to Seller for periods prior to the Transfer Date for which payment is due to (or for which subsequent reimbursements are offset or denied by or underpayments) Medicare, Medicaid, or any other third-party payor after the Transfer Date.

8.7.2.2. Post-Transfer Accounts. Buyer is entitled to all amounts paid by any party for hospice, or home health, home care or other services rendered by Buyer on or after the Transfer Date with the authority and power to bill and collect same, and Seller disclaims all right, title and interest therein and thereto. Except as provided in Section 8.7.5.3, from and after the Account Access Date, Seller shall not withdraw, disburse, distribute, or transfer any funds from any Agency Bank Accounts that arise from or relate to hospice, or home health, home care or other services rendered by Buyer on or after the Transfer Date, without the express written consent of Buyer. For avoidance of doubt, the foregoing restriction does not apply to funds deposited in Agency Bank Accounts on account of services rendered at Seller's agencies other than the Agencies.

8.7.2.3. Crossover Accounts. This Section 8.7.2.3 shall govern reimbursement for episodes of care in which a patient receives hospice or home health services both before and after the Transfer Date (“Crossover Episodes”). The parties agree that Seller is entitled to reimbursement for all hospice and home health services provided to such patients prior to the Transfer Date, and that Buyer is entitled to reimbursement for all hospice and home health services provided to such patients on or after the Transfer Date. All reimbursement received for Crossover episodes shall be allocated between Buyer and Seller according to the number of days of services provided by each Party to the patient. For the avoidance of doubt, allocation of reimbursement for Medicare and other third-party PPS Crossover Episodes shall be calculated as follows: the total revenues received from the beginning of the Crossover Episode through the end of the Crossover Episode shall be divided by the total number of days from the first day of the episode until the patient is discharged or recertified (“Daily Revenue”). Seller is then entitled to reimbursement in the amount of the Daily Revenue times the number of days of services provided prior to the Transfer Date. Buyer is entitled to reimbursement in the amount of the Daily Revenue for each day of services provided on or after the Transfer Date.

8.7.3. Collection of Pre-Transfer Accounts. Seller is solely responsible for collecting Pre-Transfer Accounts, including the obtaining of any outstanding documentation of physician orders, the uploading of information prerequisite to billing and the actual submission of all claims. Buyer agrees to provide Seller or its authorized agents access to all reasonably necessary and desirable information, data, reports, records and systems as may be required to collect such Pre-Transfer Accounts and to promptly remit to Seller any Pre-Transfer Accounts deposited into a Deposit Account following exclusive control being transferred to the Buyer in accordance with Section 8.4 of this Agreement. In the event that Seller desires to have Buyer or Rehired Employees collect any other Pre-Transfer Accounts on Seller’s behalf that have not been deposited into a Deposit Account (i) within one-hundred twenty days after the Transfer Date or (ii) by April 30, 2025, whichever is later, Seller and Buyer at Closing shall execute a separate collections services agreement setting forth mutually acceptable terms and conditions upon which such services will be provided.

8.7.4. Transmittal of Remittance Advices/Explanation of Benefits. Seller agrees to provide Buyer with all logins, passwords, and other information necessary to allow Buyer to access and download all Remittance Advices (“RAs”)/Explanation of Benefits (“EOBs”) associated with the Provider Agreements on and after the Transfer Date. If, for any reason, Buyer is unable to access and download RAs/EOBs after the Transfer Date, Seller agrees to download electronic copies of all RAs/EOBs associated with the Provider Agreements and deliver them to Buyer on a weekly basis.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

8.7.5.4. Unidentified Payments. If a payment is received by Buyer or Seller that cannot be identified because it cannot be determined whether it relates to services provided before or after the Transfer Date, then all such unidentified payments received within ninety (90) days following the Transfer Date shall be deemed to relate first to the covered patient's unpaid Pre-Transfer Accounts (if any) and shall be forwarded to Seller on the next scheduled electronic funds transfer. All unidentified payments received thereafter shall be deemed to relate to post-Transfer Date services and shall be retained by Buyer.

8.7.6. Offset. Without limiting any other rights or remedies of the parties under this Agreement, (i) Buyer shall have the right to offset any payments it is required to make to Seller under the terms of this Agreement against any payments amounts that are due and owing to Buyer from Seller under the terms of this Agreement, and (ii) Seller shall have the right to offset any payments it is required to make to Buyer under the terms of this Agreement against any payments amounts that are due and owing to Seller from Buyer under the terms of this Agreement; provided

that in all cases the offsetting party shall promptly notify the other in writing of the offset and the reason therefor.

8.7.7. Misapplication of Payments. In the event that any payment hereunder is misapplied by the parties, except as otherwise provided herein, the party which erroneously received said payment shall remit the same to the other within fifteen (15) days after such determination is made and notification received.

8.7.8. Cooperation in Processing of Claims. If necessary, Buyer and Seller agree to provide each other, upon request and in a timely manner, with copies of all Medicare and Medicaid reimbursement requests pertaining to the Agency submitted to any Medicare, Medicaid, fiscal intermediary or any self-pay, HMO and other private insurance payors whether before or after the Transfer Date. Each party agrees to take all reasonable steps to assist the other in processing Medicare, Medicaid, self-pay, HMO and other private insurance payor claims and obtaining Medicare, Medicaid, self-pay, HMO and other private insurance payor payments for services rendered (i) in the case of Buyer, on and after the Transfer Date, and (ii) in the case of Seller, prior to the Transfer Date.

8.7.9. Timely Billing of All Transition Patient Hospice Claims. Seller acknowledges that hospice claims must be submitted sequentially and that Buyer is unable to submit claims or receive reimbursement for Crossover Patients until Seller has submitted its claims. This means that January's claim, for example, must be submitted and "processed" before February's claim can be submitted. "Processed" means that the prior claim must be paid, rejected, or denied. Seller agrees to timely submit hospice claims for all Crossover Patients. If Seller fails for any reason to submit a claim for hospice services provided to Crossover Patients prior to the Transfer Date, and that failure causes Buyer to be unable to bill its claims for services provided after the Transfer Date, then Seller agrees to save, indemnify, defend and hold Buyer harmless for, from and against any and all loss, damage, injury or expense incurred by Buyer, and Seller shall promptly reimburse Buyer for the full amount of any such lost claim.

8.7.10. Access. For the period of one hundred eighty (180) days following the Transfer Date, after providing advance notice to Buyer in each instance, Seller and its agents and representatives shall have reasonable access, and the right to copy or scan (at Seller's sole cost and expense), during business hours to such medical records, patient contracts, patient status reports, medical necessity documentation, services documentation, account documentation, remittance advice documentation, and other documents and records as reasonably necessary to confirm the division of the accounts receivable, payments or accounts payable, to facilitate billing and collection of Seller's receivables, to handle any of Seller's accounts payable or reconcile any financial information, and Buyer shall cooperate with Seller in identifying and providing access to that information and documentation. Following the joint announcement pursuant to Section 4.4 hereof, Seller shall provide Buyer full access to the Agency to facilitate employee hiring and training by Buyer.

8.7.11. Overpayments. In the event that CMS or any of its Regional Offices ("RO"), any state agency (including the Department of Health), any Fiscal Intermediary ("FI"), any MAC, RAC, UPIC, SMRC, or other third-party auditor, or any private insurer or other third-party payor making payments to Seller for services performed prior to the Transfer Date, makes any claim, offset, chargeback, demand or request for reimbursement based on (i) alleged fraud (including

without limitation the submission of false or improperly supported claims), (ii) any overpayment (including without limitation recapture of pass-throughs and the cancellation of Requests for Anticipated Payment (“RAPS”)), (iii) any hospice cap liability or home health outlier liability, (iv) any civil offset, chargeback or other attempted recovery of such fraud and overpayments, then Seller agrees to save, indemnify, defend and hold Buyer harmless for, from and against any and all loss, damage, injury or expense incurred by Buyer because of any such claim, and Seller shall promptly reimburse Buyer for the full amount of any such claim, offset, chargeback or other attempted recovery of such fraud or overpayment paid by Buyer upon demand. In the event Seller successfully appeals any such overpayment claim and Buyer receives funds or credits as result thereof, Buyer shall promptly remit to Seller the full amount of any such funds or credits. In the event that CMS or any of its RO, any state agency (including the Department of Health), any FI, any MAC, RAC, UPIC, SMRC, or other third-party auditor, or any private insurer or other third-party payor making payments to Buyer for services performed on or after the Transfer Date make any claim against Seller or any member or officer of Seller for reimbursement based on (i) alleged fraud (including without limitation the submission of false or improperly supported claims), (ii) any overpayment (including without limitation recapture of pass-throughs and the cancellation of Requests for Anticipated Payment (“RAPS”)), (iii) any hospice cap liability or home health outlier liability, (iv) any civil offset, chargeback or other attempted recovery of such fraud and overpayments, then Buyer agrees to save, indemnify, defend and hold Seller harmless for, from and against any and all loss, damage, injury or expense incurred by Seller because of any such claim, and Buyer shall promptly reimburse Seller for the full amount of any such claim, offset, chargeback or other attempted recovery of such fraud and overpayments paid by Seller upon demand. Seller shall direct the response to all such inquires for services performed by Seller prior to Transfer Date and bear the cost thereof, and Buyer shall direct the response to all such inquires for services performed by Buyer on or after the Transfer Date and bear the cost thereof. In the event such claim, offset, chargeback, recoupment or other recovery concerns Crossover Accounts then the parties shall split the costs of appeal and ultimate recoupment payment using the same allocation methodology set forth at 8.7.2.3.

8.8. Employees.

8.8.1. Current Employees; Payroll & Benefits. Seller shall deliver the Employee Schedule to Buyer not less than three business (3) days from the date of this Agreement and shall update such Employee Schedule three (3) business days before the Transfer Date. Buyer acknowledges that Seller may make reasonable personnel changes up to the Transfer Date. Seller agrees not to give any employee of the Agency a salary or wage increase prior to the Transfer Date without the express written consent of Buyer, except in normal course of business. Seller also agrees to provide to Buyer, promptly following the execution and delivery of this Agreement, copies of Seller’s current employee handbook, summary benefits information and employee cost information, and a roster of enrolled employees, and such other terms and conditions of employment as Buyer may reasonably request.

8.8.2. Termination of Employees. In anticipation of the hiring of employees by Buyer in accordance with Section 8.8.3, Seller shall terminate the employment of each of the Agency employees as of the Transfer Date. Seller agrees to issue and deliver its final payroll checks, as required by applicable State and federal laws and Seller’s existing policies and procedures, to the Agency employees in full and on time in accordance with the requirements of

applicable State and federal laws, and to timely and fully pay all payroll taxes and similar obligations due in connection therewith.

8.8.3. Hiring of Employees. On the Transfer Date, Buyer may, in its sole discretion, offer employment to Seller's employees (the "Rehired Employees"). Any decision to offer employment shall be subject to Buyer's discretion not to rehire individuals based on job performance evaluations or other factors Buyer may consider important in its sole discretion and judgment. Such employment shall be on an "at-will" basis. Buyer shall onboard and perform all payroll and required regulatory compliance activities for Rehired Employees on and after the Transfer Date. Wherever possible, any such employment of Rehired Employees by Buyer shall be on terms and in positions that are substantially similar to their current positions requiring said Rehired Employees to perform comparable services in a comparable position and at substantially the same base wage as such Rehired Employees enjoyed with the Agency prior to the Transfer Date. For each Rehired Employee Buyer shall assume accrued but unpaid time off up to 100 hours of accrued paid time off and up to 30 hours of accrued sick time. Buyer shall offer employment to Agency employees on terms and in a sufficient number such that the Seller's termination of each of the Agency employees does not trigger the WARN Act or comparable state laws. Buyer shall offer employment to Agency employees on terms and in a sufficient number such that the Seller's termination of each of the Agency employees as a result of this Agreement by itself does not trigger the WARN Act or a comparable state law.

8.8.4. Eligibility for Benefits. Buyer and its affiliates shall treat prior service with Seller as service with the Buyer for purposes of determining eligibility to receive and participate in all benefit programs maintained by Buyer and its affiliates. Without limiting the foregoing, Buyer shall permit Rehired Employees to be eligible to participate in Buyer's health or other benefits plans applicable to Buyer's employees ("Buyer's Benefits Plans"), on the same terms and eligibility as Buyer's employees and shall not be subject to any preexisting conditions exclusions or limitations. Buyer shall give Rehired Employees credit for prior years of service with Seller for purposes of vesting, eligibility and accrual under any Buyer's Benefit Plans.

8.8.5. WARN Act Compliance. Buyer and Seller acknowledge and agree that the provisions of Section 8.8.3 are designed to ensure that Seller is not required to give notice to the employees of the Agency of the "closure" thereof or of a "mass layoff" under the WARN Act or under any comparable state law. However, nothing herein shall be construed as imposing any obligation on Buyer to indemnify, defend or hold harmless Seller for, from or against any liability which it may incur under the WARN Act or comparable state laws as a result of the acts or omissions of Seller prior to the Transfer Date.

8.8.6. Employee Personnel Files and Records. Seller shall provide Buyer with copies of any licenses, certifications, training records and similar items contained in a Rehired Employee's personnel file. A full copy of a Rehired Employee's personnel file will be provided by Seller to Buyer upon receipt of written consent from employee, which Seller will use commercially reasonable efforts to obtain. Notwithstanding the foregoing, Seller shall retain ownership of all Seller's employee personnel files and records including but not limited to hiring/termination paperwork, disciplinary actions and any other items contained in employee's personnel file.

8.8.7. No Employment Rights or Contract. Notwithstanding anything in this Agreement to the contrary, nothing in this Article 8 or any other provision of this Agreement shall be interpreted to (i) create any rights in favor of any person not a party hereto, including the employees of the Agency, (ii) require Buyer to offer employment to any particular employee, (iii) create any rights in favor of any person not a party hereto, including without limitation the employees of the Agency, or (iv) constitute an employment agreement or condition of employment for any employee of Seller or any Rehired Employee.

8.8.8. Foreign Workers. Seller has included, as part of Schedule 3.1 hereto, a list of all foreign nationals employed at the Agency who are working under a visa or other work authorization. Seller represents that, to Seller's Knowledge, (i) all Agency employees are either citizens or legal residents of the United States, (ii) all foreign workers have provided to Seller copies of valid identity and work authorization documents, and (iii) that no such work authorizations have expired or been revoked.

8.8.9. Employment Claims and Complaints. Seller has included, as part of Schedule 3.1 hereto, a list of all known pending Employment Claims. Seller acknowledges and agrees that Buyer is not assuming, under this Agreement or any related agreement, any liability for any pending or threatened Employment Claims, and (i) Buyer hereby disclaims any and all liability for all Employment Claims arising from or in connection with the employment of any of the Agency's employees prior to the Transfer Date. Seller hereby disclaims any and all liability for all Employment Claims arising from or in connection with the employment of any of the Agency's employee on or after the Transfer Date, and Buyer hereby agrees to indemnify, defend and hold Seller and Seller's shareholders, directors and officers harmless for, from and against any and all Employment Claims arising from or in connection with the employment of any of the Agency employee on or after the Transfer Date.

8.9. Records.

8.9.1. Delivery of Records. Except as otherwise set forth in this Section 8, on the Transfer Date, Seller shall deliver to Buyer all of the records of the Agency, including, but not limited to, patient medical records, financial records, and other relevant records used or developed in connection with the business conducted at the Agency, including, but not limited to, all licenses, agreements, records, reports and information relating to patient care for any patients remaining at the Agency after the Transfer Date. With respect to patient information, such transfer and delivery shall be in accordance with all applicable laws, rules and regulations governing the transfer of medical and other patient records. Nothing herein shall be construed as precluding Seller from removing from the Agency on the Transfer Date the financial records that relate to its operations at the Agency and/or to their overall corporate operations.

8.9.2. Access to Records.

8.9.2.1. Subsequent to the Transfer Date, Buyer shall allow Seller and its agents and representatives to have reasonable access (upon reasonable prior notice and during normal business hours), to inspect and to make copies of, the books and records and supporting material of the Agency relating to the period prior to and including the Transfer Date, to the extent reasonably necessary to enable Seller to investigate and defend malpractice, employee or other claims, manage employee matters, appeal any claim for

which CMS or any other payor may be seeking recoupment, and to file or defend cost reports and tax returns and to verify accounts receivable collections due Seller.

8.9.2.2. Seller shall be entitled to remove the originals of any records delivered to Buyer, for purposes of litigation involving a patient or employee to whom such record relates, if (i) an officer of or counsel for Seller certifies that such original must be produced in order to comply with applicable law or the order of a court of competent jurisdiction in connection with such litigation, and (ii) Seller leaves a full and complete copy of such records in the Office while the originals are in its possession. Any record so removed shall promptly be returned to Buyer following its use.

8.9.2.3. Buyer agrees to maintain such books, records and other material comprising records of the Agency's operations prior to the Transfer Date that have been received by Buyer from Seller or otherwise, including, but not limited to, patient records and records of patient funds, to the extent required by law, and shall allow Seller a reasonable opportunity to remove such documents in Seller's sole discretion, at Seller's expense, at such time as Buyer shall decide to dispose of such documents.

8.10. Operating Contracts.

8.10.1. Operating Contracts. Buyer agrees to perform all of the obligations of Seller under the Continuing Operating Contracts accruing on and after the Transfer Date, provided that nothing herein shall be construed as imposing any liability on Buyer with respect to any obligations under (a) the Continuing Operating Contracts which relate to periods prior to the Transfer Date even if the same do not arise until after the Transfer Date (except to the extent that Buyer receives and accepts goods or services under a Continuing Operating Contract, in which case its liability shall be determined by the pro-ration of the cost of such benefit under such Continuing Operating Contract), it being specifically understood and agreed that Buyer's liability shall be limited to the performance of the Continuing Operating Contracts after the Transfer Date and to Buyer's acts and omissions thereunder on and after the Transfer Date, or (b) any Terminated Operating Contracts. Buyer further agrees to pay all amounts due under Global Operating Contracts to the extent such amounts are attributable to services rendered at any of the Agencies prior to the Transfer Date, provided that nothing herein shall be construed as imposing any liability on Buyer with respect to any obligations under the Global Operating Contracts for agencies retained by Seller. Seller agrees to give formal notice of cancellation under each of the Terminated Operating Contracts other than Global Operating Contracts within five (5) business days following the execution of this Agreement (but in any event prior to the Transfer Date), with the terminations to be effective on or before the Transfer Date or at the earliest possible date(s) thereafter; provided, such termination may be a termination of services for the Agency and not termination of services as a whole.

8.10.2. Equipment Financing and Leases. Seller and Buyer acknowledge and agree that the FF&E listed on Schedule 8.10.2, if any, are leased by Seller or otherwise encumbered under the terms of their corresponding Permitted Encumbrances, true and complete copies or written descriptions of which have been provided to Buyer and identified on Schedule 8.10.2. Buyer shall take possession of such encumbered FF&E subject to the Permitted Encumbrances and shall assume (to the extent the same can be assumed under the terms thereof) and be

responsible for all payments and other charges accruing only on the equipment leases that are designated as Continuing Operating Contracts from and after the Transfer Date.

8.11. Interim Management. In order to facilitate Buyer's operation of the Agency from the Transfer Date until Buyer receives its own operating Licenses for the Agency from the Department of Health, Seller shall execute and deliver to Buyer, on or before the Transfer Date, the Interim Management Agreement, to permit Buyer to operate in accordance with the Interim Management Agreement, the Agency under Seller's Licenses and Provider Agreements for such period. In consideration for the agreements of Seller set forth herein, Buyer agrees (i) to proceed with all reasonable diligence following the Transfer Date to apply for and pursue (a) an operating license from the Department of Health Services and (b) the transfer of the existing Provider Agreements to Buyer's name, and Buyer shall provide written proof of such applications and the status of such applications to Seller upon expiration of the Due Diligence Period and/or as may be reasonably requested by Seller from time to time and (ii) to operate the Agency in substantial compliance with applicable laws and regulations for so long as it is operating the same under Seller's Licenses and Provider Agreements. Once Buyer has received the operating Licenses from the Department of Health, Buyer agrees to utilize Seller's operating Licenses only for purposes of performing services under existing Provider Agreements until such Provider Agreements are transferred to Buyer's name or Buyer enters into new provider agreements with the payors. Seller and Buyer mutually covenant and agree to timely perform each and every covenant of the Licensee and Manager, respectively, contained in the Management Agreement. A default by either party under this Agreement shall be deemed a default by such party under the Management Agreement, and a default by either party under the Management Agreement shall be deemed a default by such party under this Agreement. Notwithstanding the foregoing, in the event of any conflict between the terms of this Agreement and the Management Agreement, the terms of this Agreement shall control.

ARTICLE 9. INDEMNIFICATION

9.1. Seller. Without limiting its other obligations and duties hereunder, and subject to the terms and provisions of this Agreement, Seller and, solely with respect to Section 9.1.9, Seller and Guarantor, jointly and severally, shall indemnify, defend and hold Buyer, and Buyer's respective officers, directors, employees, shareholders and affiliates ("Buyer Indemnified Parties"), harmless for, from and against any and all claims, losses, expenses, damages, obligations, deficiencies, or liabilities of any kind, including without limitation costs of investigation, interest, penalties, reasonable attorneys' fees, and any and all costs, expenses, and fees incident to any suit, action or proceeding, incurred, sustained or suffered by the Buyer Indemnified Parties which arise out of, result from or are related to any of the following:

9.1.1. except as otherwise provided in this Agreement, any and all obligations and liabilities relating to the ownership and the operation of the Agency by Seller that exist as of the Transfer Date, including, but not limited to, (a) any obligations under the Continuing Operating Contracts, (b) any violations of applicable Medicare or Medicaid fraud and abuse laws, (c) any other State or federal law governing the operation of the Agency, including but not limited to laws relating to Employment Claims and (d) any failure of any cost report filed by Seller for the cost reporting periods prior to the Transfer Date, including the final cost reports filed after the Transfer Date, to comply with applicable State or federal law; and for purposes of this Section 9.1.1 an obligation shall be deemed to "exist" as of the Transfer Date if it relates to events which occurred

as a result of the acts or omissions of Seller prior to the Transfer Date, even if it is not asserted until after the Transfer Date;

9.1.2. any Terminated Operating Contracts;

9.1.3. any nonfulfillment of any covenant or agreement on the part of Seller under this Agreement;

9.1.4. any breach of any representation or warranty contained in this Agreement;

9.1.5. any claims against Seller, Buyer or the Agency under Medicare, Medicaid, Veterans Affairs or any other third-party payor programs (a) with respect to any Excluded Assets, (b) with respect to the operation of the Agency by Seller prior to the Transfer Date, (c), (d) for any fees, fines or penalties assessed against the Assets or the Provider Agreements and attributable to periods prior to the Transfer Date, or (e) for repayment of any overpayments made to Seller under Medicare, Medicaid, Veterans Affairs or any other third-party payor program for services rendered at the Agency prior to the Transfer Date, including, but not limited to, claims against Buyer in the form of offsets by Medicare, Medicaid, Veterans Affairs or any other third-party payor against their payments due to Buyer solely with respect to periods prior to the Transfer Date;

9.1.6. any Excluded Liability;

9.1.7. any Employment Claims arising from or in connection with the employment of any Agency employee prior to the Transfer Date;

9.1.8. any and all claims, suits, actions, proceedings, costs, fees, and other liabilities arising from or in connection with the non-payment, untimely payment, or incomplete or inaccurate payment to Agency employees for wages, Employee Benefit Plans, taxes and other sums due employees for pre-Transfer Date periods excluding any sick time or vacation time transferred to Buyer; and

9.1.9. those matters set forth on Schedule 9.1.

9.2. Buyer. Buyer shall indemnify, defend and hold Seller, and Seller's respective officers, directors, employees, shareholders and affiliates (the "Seller Indemnified Parties"), harmless for, from and against any and all claims, losses, expenses, damages, obligations, deficiencies, or liabilities of any kind, including without limitation costs of investigation, interest, penalties, reasonable attorneys' fees, and any and all costs, expenses, and fees incident to any suit, action or proceeding, incurred, sustained or suffered by the Seller Indemnified Parties which arise out of, result from or are related to Buyer's operation of the Agency on and after the Transfer Date, including, but not limited to, as follows:

9.2.1. except as otherwise provided in this Agreement, any and all obligations and liabilities relating to the ownership and the operation of the Agency by Buyer after the Transfer Date, including, but not limited to, (a) any obligations under the Continuing Operating Contracts, (b) any violations of applicable Medicare or Medicaid fraud and abuse laws, (c) any other State or federal law governing the operation of the Agency, including but not limited to laws relating to Employment Claims and (d) any failure of any cost report filed by Buyer for the cost reporting

periods after the Transfer Date, to comply with applicable State or federal law; and for purposes of this Section 9.2.1, an obligation shall be deemed to “exist” as of the Transfer Date if it relates to events which occurred as a result of the acts or omissions of Buyer on or after the Transfer Date;

9.2.2. any misrepresentation of a material fact, breach of warranty or nonfulfillment of any agreement on the part of Buyer under this Agreement or any other Transaction Document, or from any misrepresentations in any certificate furnished or to be furnished to Seller hereunder;

9.2.3. any claims against Seller, Buyer or the Agency under Medicare, Medicaid, Veterans Affairs or any other third-party payor programs (a) with respect to the operation of the Agency by Buyer on and after the Transfer Date, (b) for any fees, fines or penalties assessed against the Assets or the Medicare or Medicaid provider agreements of the Agency and attributable to periods on and after the Transfer Date, or (c) for repayment of any overpayments made to Buyer under Medicare, Medicaid, Veterans Affairs or any other third-party payor program for services rendered by the Agency on and after the Transfer Date, including, but not limited to, claims against Seller in the form of offsets by Medicare, Medicaid, Veterans Affairs or any other third-party payor against their payments due to Seller or attributable to periods prior to the Transfer Date that relate to said overpayments made to Buyer; and

9.2.4. any Assumed Liability.

9.3. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

9.4. Third Party Claims. If any action is initiated by any third party against any Indemnified Person, and if such Indemnified Party intends to seek indemnification with respect thereto under this Article 9, such Indemnified Party shall promptly (and in any event within Thirty (30) days thereof), after receipt of written notice of such action, provide written notice of such action to the party or parties from whom the Indemnified Party intends to seek indemnification (the “Responsible Party”), which notice shall (i) describe such action in reasonable detail, and (ii) state the amount claimed in respect thereof (if known and quantifiable) or a good faith estimate (based on facts known to such Indemnified Person at such time) of the amount reasonably expected to be incurred by the Indemnified Person in respect thereof (if reasonably quantifiable); *provided*, that the failure to so notify a Responsible Party shall not relieve such Responsible Party of its obligations hereunder unless and to the extent the Responsible Party shall be actually prejudiced by such failure to so notify. A Responsible Party shall be entitled to participate in the defense of such action giving rise to an Indemnified Person’s claim for indemnification at such Responsible Party’s expense, and at its option (subject to the limitations set forth below) shall be entitled to assume the defense thereof by appointing counsel reasonably acceptable to the Indemnified Person to be the lead counsel in connection with such defense within thirty (30) days of its receipt of notice of the action; *provided, further*, that:

(a) the Indemnified Party shall be entitled to participate in the defense of such claim and to employ counsel of its choice for such purpose; *provided*, that the fees and expenses of such separate counsel shall be borne by the Indemnified Party (other than any reasonable fees and expenses of such separate counsel that are incurred prior to the date the Responsible Party effectively assumes control of such defense which, notwithstanding the foregoing, shall be indemnifiable losses hereunder borne by the Responsible Party);

(b) the Responsible Party shall not be entitled to assume control of such defense and shall pay the reasonable fees and expenses of counsel retained by the Indemnified Party if (i) the claim for indemnification relates to or arises in connection with any criminal proceeding, action, indictment, allegation or investigation, (ii) the claim seeks an injunction or equitable relief against the Indemnified Party, (iii) based on the advice of counsel, a conflict of interest exists between the Responsible Party and the Indemnified Party, (iv) after receipt of five (5) days' prior notice thereof, the Responsible Party failed or is failing to vigorously (given the nature of such claim) and in good faith prosecute or defend such claim, (v) the Indemnified Party is a Buyer Indemnified Party and the defense of such action by the Responsible Party would be, as reasonably determined by the Indemnified Party, expected to adversely affect the Indemnified Party's relationship with any of such party's customers, suppliers or other business relationships or would be materially detrimental to or materially injure the Indemnified Party's reputation or future business prospects, (vi) the losses related to or arising out of such claim could be, as reasonably determined by the Indemnified Party, in an amount that exceeds the amount of the Indemnified Party's losses that are indemnifiable by the Responsible Party as of such date (after taking into account any deductible or any other limitations hereunder and any other indemnifiable or potentially indemnifiable losses as of such date), or (vii) a governmental entity is a party to such claim; and

(c) if the Responsible Party assumes such defense, the Responsible Party shall not admit any liability with respect to, or settle, compromise or discharge, or offer to settle, compromise or discharge, such claim without the Indemnified Party's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed.

9.5. Direct Claims. Any claim by an Indemnified Party on account of losses that does not result from a third party as contemplated by Section 9.3 (a "Direct Claim") will be asserted by giving the Party from whom indemnification is sought pursuant to this Article 9 (an "Indemnifying Party") reasonably prompt written notice thereof, but in any event not later than thirty (30) days after the Indemnified Party becomes actually aware of such Direct Claim, or; *provided*, that, failure by the Indemnified Party to give such notice within such thirty (30) day period shall not affect the indemnification provided hereunder except to the extent the Indemnifying Party shall have been actually and materially prejudiced as a result of such failure.

9.6. Purchase Price Adjustment. All indemnification payments made under this Article IX shall be treated as adjustments to the final Purchase Price for all applicable purposes, except to the extent otherwise required by applicable law.

9.7. Exclusive Remedies. The remedies provided in this Article 9, subject to the limitations set forth herein, shall, from and after the Transfer Date, be the sole and exclusive remedies of the Indemnified Party for the recovery of losses resulting from or arising out of this Agreement, except for any other remedies expressly set forth in this Agreement other than in this Article 9. In furtherance of the foregoing, each Indemnified Party hereby waives, to the fullest extent permitted under law, any other rights, claims and causes of action it may have following the Transfer Date against any other party hereto arising under or based on any law.

ARTICLE 10. TERMINATION

10.1. Termination. This Agreement may be terminated at any time prior to the Transfer Date:

- (a) by the mutual written consent of Buyer and Seller;
- (b) by either Buyer or Seller upon written notice to the other, if:

- (i) the Transfer Date shall not have occurred on or before March 31, 2025 (the “Outside Date”), unless the failure to consummate the transactions as contemplated by this Agreement by such date is the result of a breach by Buyer (in the case of termination by Buyer) or Seller (in the case of termination by Seller) in any material respect of their respective obligations or covenants under this Agreement; provided, that that the Outside Date shall be extended for successive additional ninety (90) day periods if necessary to obtain any Required Regulatory Approvals so long as such approvals are reasonably likely, in the opinion of each Party, to be obtained within such period; or

- (ii) a court of competent jurisdiction or other governmental entity shall have issued a final, non-appealable order or taken any other action, or there shall exist any law, in each case preventing or otherwise prohibiting the Closing or that otherwise has the effect of making the Closing or the transactions contemplated hereby illegal.

- (c) by Buyer, if the Seller breaches its respective representations, warranties, covenants or agreements contained in this Agreement which breach has not been cured prior to the date that is ten (10) days from the date that the Seller is notified by Buyer in writing of such breach; *provided*, that Buyer is not otherwise in material default or material breach of this Agreement; or

- (d) by Seller, if Buyer breaches its representations, warranties, covenants or agreements contained in this Agreement which breach has not been cured prior to the date that is ten (10) days from the date that Buyer is notified by Seller in writing of such breach; *provided*, that Seller is not otherwise in material default or material breach of this Agreement.

10.2. Effect of Termination. If any party terminates this Agreement pursuant to, and in accordance with, Section 10.1, this Agreement shall forthwith become void and of no further force and effect, except that (a) the covenants and agreements set forth in Section 5.3, this Section 10.2 and Article 12 shall survive such termination indefinitely and (b) nothing herein shall relieve any party from any willful breach of this Agreement.

10.3. Specific Performance. Each Party acknowledges that the Parties may be irreparably harmed and that there will not be an adequate remedy at law in the event that any of the covenants or agreements contained in this Agreement or any Transaction Document were not performed in accordance with their specific terms or were otherwise breached. It is accordingly agreed that, in addition to any other remedies which may be available upon the breach of any such covenants or agreements, each of the Parties shall be entitled to seek equitable relief, without proof of actual damages, including an injunction or injunctions or orders for specific performance to prevent breaches of this Agreement and to enforce specifically the terms and provisions of this Agreement, in addition to any other remedy to which they are entitled at law or in equity as a remedy for any

such breach or threatened breach subject to the terms of the Agreement. Each party hereto further agrees that no other party hereto or any other person shall be required to obtain, furnish or post any bond or similar instrument in connection with or as a condition to obtaining any remedy referred to in this Section 10.3, and each party hereto irrevocably waives any right it may have to require the obtaining, furnishing or posting of any such bond or similar instrument. Each party hereto further agrees that the only permitted objection that it may raise in response to any action for equitable relief is that it contests the existence of a breach or threatened breach of this Agreement.

ARTICLE 11. ARBITRATION OF DISPUTES

11.1. Agreement to Arbitrate. Notwithstanding anything contained in this Agreement to the contrary, any controversy, dispute or claim of whatsoever nature arising out of, in connection with, or in relation to the interpretation, performance or breach of this Agreement, including any claim based on contract, tort or statute (except for any controversy, dispute or claim relating to the Escrow, and/or Escrow Reserve, which shall be subject to terms of the Escrow Agreement and the laws of the State regarding actions of interpleader), shall be determined by final and binding, confidential arbitration in accordance with the then current American Health Lawyers Association dispute resolution rules (“AHLA”), by a sole arbitrator selected by mutual agreement of the Parties from among the AHLA panel of certified arbitrators; provided, however, that if AHLA (or any successor organization thereto) no longer exists, then such arbitration shall be administered by the American Arbitration Association (“AAA”) in accordance with its then-existing Commercial Arbitration Rules, and the sole arbitrator shall be selected in accordance with such AAA rules. In the event that the Parties do not reach mutual agreement on the selection of the sole arbitrator, then each Party shall select an arbitrator in accordance with the applicable rules, and the two arbitrators so selected shall appoint a third arbitrator who shall act as the chair of the panel. Any arbitration hereunder shall be governed by the United States Arbitration Act, 9 U.S.C. 1-16 (or any successor legislation thereto), and judgment upon the award rendered by the arbitrator may be entered by any state or federal court having jurisdiction thereof. Neither Buyer, Seller nor the arbitrator shall disclose the existence, content or results of any arbitration hereunder without the prior written consent of all parties; provided, however, that either party may disclose the existence, content or results of any such arbitration to its partners, officers, directors, employees, agents, attorneys and accountants and to any other person or entity to whom disclosure is required by applicable law, including pursuant to an order of a court of competent jurisdiction. Unless otherwise agreed by the parties, any arbitration hereunder shall be held at a neutral location selected by the arbitrator in the State. The cost of the arbitrator and the expenses relating to the arbitration (exclusive of legal fees) shall be borne equally by Buyer and Seller unless otherwise specified in the award of the arbitrator. Fees and costs paid or payable to the arbitrator shall be included in “costs and reasonable attorneys’ fees” as used elsewhere in this Agreement and the arbitrator shall specifically have the power to award to the prevailing party such party’s costs and expenses incurred in such arbitration, including fees and costs paid to the arbitrator.

11.2. Statutory Compliance. NOTICE: BY INITIALING IN THE SPACE BELOW YOU ARE AGREEING TO HAVE ANY DISPUTES ARISING IN THIS “ARBITRATION” OF DISPUTES” PROVISION DECIDED BY NEUTRAL ARBITRATION AS PROVIDED HEREIN AND BY STATE LAW AND YOU ARE GIVING UP ANY RIGHTS YOU MIGHT POSSESS TO HAVE SUCH DISPUTE LITIGATED IN A COURT OR JURY TRIAL. BY INITIALING IN THE SPACE BELOW, YOU ARE GIVING UP YOUR JUDICIAL RIGHTS

TO DISCOVERY AND APPEAL, UNLESS THOSE RIGHTS ARE SPECIFICALLY INCLUDED IN THIS “ARBITRATION OF DISPUTES” PROVISION. IF YOU REFUSE TO SUBMIT TO ARBITRATION AFTER AGREEING TO THIS PROVISION, YOU MAY BE COMPELLED TO ARBITRATE UNDER THE AUTHORITY OF THE STATE CODE OF CIVIL PROCEDURE. YOUR AGREEMENT TO THIS ARBITRATION PROVISION IS VOLUNTARY. YOU HAVE READ AND UNDERSTAND THE FOREGOING AND AGREE TO SUBMIT DISPUTES ARISING OUT OF THE MATTERS INCLUDED IN THIS “ARBITRATION OF DISPUTES” PROVISION TO NEUTRAL ARBITRATION.

RM
Seller

JJG
Buyer

ARTICLE 12. GENERAL PROVISIONS

12.1. Assignment. Seller may not assign, delegate, or otherwise transfer either this Agreement or any of his, her or its rights, interests, or obligations hereunder without the prior written consent of Buyer. Buyer may, without Seller's consent, assign to any Affiliate of Buyer all or any of Buyer's right, title and interest in, to or under the Escrow and this Agreement, or designate any such Affiliate as a nominee of Buyer. Upon any assignment or nomination by Buyer, as provided in this paragraph, Buyer's assignee shall assume all obligations and duties of Buyer hereunder, but Buyer shall not be relieved of any and all obligations, liabilities or duties under this Agreement.

12.2. Notices. All notices, requests, demands and other communications required under this Agreement shall be in writing and shall be deemed duly given and received (i) if personally delivered, on the date of delivery, (ii) if mailed, three (3) days after deposit in the United States Mail, registered or certified, return receipt requested, postage prepaid and addressed as provided below, (iii) if by a courier delivery service providing overnight or “next-day” delivery, on the next business day after deposit with such service, (iv) if by facsimile transmission on the date indicated on a written confirmation of successful delivery generated by the sending party’s facsimile machine or (v) if by e-mail then the electronic mail, addressed as follows:

If to Seller:

Signature Group, LLC
7632 SW Durham Road
Suite 105
Tigard, OR 97224
Attn: Carrie Vanderzanden
Email: CarrieVanderzanden@sighch.com

If to Buyer:

Mount Hood Healthcare LLC
Tumalo Falls Healthcare LLC
Three Rocks Healthcare LLC
Willamette Healthcare LLC
Willow Creek Healthcare LLC
c/o Pennant Services, Inc.
1675 E. Riverside Dr., Ste. 200
Eagle, ID 83616
Attn: General Counsel
Phone: (208) 401-1400
Fax: (208) 401-1401
Email: legal@pennantservices.com

with a copy to Seller's Counsel:

Robinson + Cole LLP
666 Third Avenue, 20th floor
New York, NY 10017
Main (212) 451-2900
Fax (212) 451-2999
Attn: Leslie J. Levinson
Email: llevinson@rc.com

If to Escrow Agent:

U.S. Bank National Association, as Escrow Agent
Global Corporate Trust Services
Attn: Brandon Elzinga
170 S Main St., Suite 200
Salt Lake City, UT 84101
(801) 534-6051
brandon.elzinga@usbank.com

U.S. Bank National Association
Trust Finance Management Corporate Escrow
60 Livingston Avenue
EP-MN-WS3T
St. Paul, MN 55107-2292
tfmcorporateescrowshared@usbank.com

Any party may change its above-designated address by giving the other party written notice of such change in the manner set forth herein.

12.3. Entire Agreement; Modification. This Agreement constitutes the entire agreement among the parties and supersedes all prior and contemporaneous agreements and undertakings of the parties with respect to the subject matter hereof. No supplement, modification or amendment of this Agreement shall be binding and enforceable unless executed in writing by the parties hereto.

12.4. Intentionally omitted.

12.5. Waiver. No waiver of any of the provisions of this Agreement shall be deemed, or shall constitute, a waiver of any other provision hereof (whether or not similar) nor shall such waiver constitute a continuing waiver, and no waiver shall be binding unless executed in writing by the party making the waiver.

12.6. Exhibits and Schedules. All Exhibits and Schedules referred to in this Agreement, whether attached hereto at the time of this Agreement's execution and delivery or thereafter, are hereby incorporated into this Agreement and made a part hereof.

12.7. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

12.8. Governing Law; Jurisdiction. Except as expressly provided herein, this Agreement shall be construed in accordance with, and governed by, the laws of the State of Delaware, without regard to the application of conflicts of law principles. The parties agree that any legal suit, action or proceeding arising out of or relating to this Agreement must be instituted in a state court in the State of Washington and county of King, and they hereby irrevocably submit to the jurisdiction of any such court. EACH OF THE PARTIES HERETO WAIVES ANY RIGHT WHICH IT MAY HAVE TO HAVE ANY DISPUTE WITH RESPECT TO THE INTERPRETATION OR

ENFORCEMENT OF THIS AGREEMENT TRIED BEFORE A JURY AND AGREES THAT ALL SUCH DISPUTES SHALL BE TRIED BEFORE A JUDGE AND NOT A JURY.

12.9. Attorneys' Fees. In the event an action or suit is brought by any party hereto to enforce the terms of this Agreement, the prevailing party shall be entitled to the payment of its reasonable attorneys' fees and costs, as determined by the court or arbitrator.

12.10. Parties in Interest. Nothing in this Agreement, whether expressed or implied, is intended to confer upon any person other than the parties hereto and their respective heirs, representatives, successors and permitted assigns, any rights or remedies under or by reason of this Agreement, nor is anything in this Agreement intended to relieve or discharge the liability of any party hereto, nor shall any provision hereof give any entity any right of subrogation against or action over or against any party.

12.11. Successors in Interest. Except as otherwise provided herein, all provisions of this Agreement shall be binding upon, inure to the benefit of, and be enforceable by and against the respective heirs, executors, administrators, personal representatives, successors and assigns of any of the parties to this Agreement.

12.12. Severability. The invalidity or unenforceability of any particular provision, or any part thereof, of this Agreement shall not affect the other provisions hereof and this Agreement shall be construed in all respects as if such invalid or unenforceable provision were omitted.

12.13. No Unintended Beneficiaries. This Agreement is solely between the parties hereto and shall not create any right or benefit in any third party, including without limitation any creditor, agent, partner, employee or affiliate of Seller, or any entity or agency having jurisdiction of the Licenses or Agency.

12.14. Further Documentation. Each party will execute and deliver such further instruments and do such further acts and things as may be reasonably required to carry out the intent and purpose of this Agreement.

12.15. Interpretation. The parties hereto agree that each party and its counsel have reviewed this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply to the interpretation of this Agreement. Headings contained in this Agreement are inserted only as a matter of convenience and in no way define, limit, extend or describe the scope of this Agreement or of any provision hereof.

12.16. Survival of Representations, Warranties and Covenants. The representations and warranties in this Agreement (other than the Seller Fundamental Representations) shall survive the Closing and until sixteen (16) month anniversary of the Transfer Date and all other obligations of the Parties under Section 9.1 or Section 9.2, as applicable, shall survive until the expiration of the statute(s) of limitations applicable thereto; *provided*, that any representation or warranty or other provision in respect of which indemnity may be sought under Article 9, and the indemnity with respect thereto, shall survive the time at which it would otherwise terminate pursuant to this Section 12.16 if notice specifying the inaccuracy or breach or potential inaccuracy or breach thereof giving rise to such right or potential right of indemnity or specifying any other indemnity obligation shall have been delivered in good faith to the party against whom such indemnity may

be sought prior to such time in accordance with Article 9. The covenants of any party hereto shall survive the Transfer until fully performed in accordance with their terms. The representations, warranties and covenants in this Agreement shall in no event be affected by any investigation, inquiry or examination made for or on behalf of any party, or the knowledge of any party's officers, directors, stockholders, employees, agents or representatives or the acceptance by any party of any certificate hereunder.

12.17. Parent Guaranty.

12.17.1. Parent hereby absolutely, unconditionally and irrevocably guarantees, as a primary obligor and not merely as surety, the full and prompt payment and performance when due of any and all of Buyer's obligations in Section 2.2 and Section 9.2 of this Agreement (the "Parent Obligations"). Parent shall be considered a "Party" to this Agreement for purposes of the Parent Obligations. Parent guarantees that the Parent Obligations will be paid and performed strictly in accordance with the terms of this Agreement. This Guaranty shall be a guaranty of full and prompt payment and not of collection. A separate action may be brought against Parent to enforce this Agreement, whether or not any Action is brought against Buyer or whether or not Buyer is joined in any such Action. The liability of Parent hereunder is irrevocable, continuing, absolute and unconditional, and the Parent Obligations hereunder shall not be discharged or impaired or otherwise affected by, and Parent hereby irrevocably waives any defenses to enforcement it may have (now or in the future) by reason of, the following:

12.17.1.1. any illegality or lack of validity or enforceability of this Agreement;

12.17.1.2. any change in the time, place or manner of payment of the Parent Obligations, or any rescission, waiver, amendment or other modification of any provision of this Agreement unrelated to the Parent Obligations;

12.17.1.3. any default, failure or delay, willful or otherwise, in the performance of the Parent Obligations;

12.17.1.4. any change, restructuring or termination of the corporate structure, ownership or existence of Buyer or any insolvency, bankruptcy, reorganization or other similar proceeding affecting Buyer or its assets or any resulting release or discharge of any Parent Obligation;

12.17.1.5. any failure of Seller to disclose to Parent and Buyer any information relating to Seller now or hereafter known to such party and Parent hereby waives any duty of Seller to disclose such information;

12.17.1.6. the failure of Buyer to execute or deliver this Agreement or any other Transaction Document contemplated hereby or the release or reduction of liability of any other guarantor or surety with respect to the Parent Obligations;

12.17.1.7. any existence of or reliance on any representation by Seller other than the representations and warranties in ARTICLE IV that might vary the risk of

Parent or otherwise operate as a defense available to, or a legal or equitable discharge of, Buyer or any other guarantor or surety; or

12.17.1.8. any defense, set-off or counterclaim (other than a defense of payment or performance) that may at any time be available to, or asserted by, a Seller or Parent based upon or related to (A) the solvency or ability of Buyer or Parent to perform the obligations, (B) the due authorization (or lack thereof) of any party to this Agreement or any related agreement, (C) the capacity (or lack thereof) of any party, (D) mistake by any party, (E) unconscionability, or (F) accord and satisfaction.

12.17.2. Parent hereby unconditionally and irrevocably waives any right to revoke this Agreement and acknowledges that this Agreement is continuing in nature and applies to all presently existing and future Parent Obligations.

12.17.3. Parent hereby unconditionally and irrevocably waives promptness, diligence, notice of acceptance, presentment, demand for performance, notice of non-performance, default, acceleration, protest or dishonor and any other notice with respect to any of the Parent Obligations and this Agreement.

12.17.4. When pursuing its rights and remedies hereunder against Parent, Seller shall be under no obligation to pursue such rights and remedies it may have against Buyer or any other Person for the Parent Obligations or any right of offset with respect thereto, and any failure by Seller to pursue such other rights or remedies or to collect any payments from Buyer or any such other Person or to realize upon or to exercise any such right of offset, and any release by Seller of Buyer or any such other Person or any right of offset, shall not relieve Parent of any liability hereunder, and shall not impair or affect the rights and remedies, whether express, implied or available as a matter of Law, of Seller. Seller shall not be obligated to file any claim relating to any Parent Obligation in the event that Buyer becomes subject to a bankruptcy, reorganization or similar proceeding, and the failure of Seller to so file shall not affect Parent's obligations hereunder. In the event that any payment to Seller in respect of any Parent Obligation is rescinded or must otherwise be returned for any reason whatsoever, Parent shall remain liable hereunder with respect to such Parent Obligation as if such payment had not been made.


12.18. Bulk Sales. The Parties hereby waive compliance with any provisions of any bulk sales, bulk transfer or similar laws of any jurisdiction that may otherwise be applicable with respect to the sale of any or all of the Assets to Buyer.

[Signatures on Following Page]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the day and year first set forth above.

SELLER:


Avamere Home Health Care, LLC, an Oregon limited liability company

By: 
5A699181A7D9450...

Name: K. Rickard Miller, Jr.

Title: Manager


Signature Coastal, LLC, an Oregon limited liability company

DocuSigned by:
By: 
5A699181A7D9450...

Name: K. Rickard Miller, Jr.

Title: Manager


Signature Home Health Bend, LLC an Oregon limited liability company

DocuSigned by:
By: 
5A699181A7D9450...

Name: K. Rickard Miller, Jr.

Title: Manager


Signature Hospice Eugene, LLC an Oregon limited liability company

DocuSigned by:
By: 
5A699181A7D9450...


Name: K. Rickard Miller, Jr.

Title: Manager


Signature Hospice Medford, LLC an Oregon limited liability company

DocuSigned by:

By: 5A699181A7D9450...
Name: K. Rickard Miller, Jr.
Title: Manager

Signature Hospice Bend, LLC an Oregon limited liability company


DocuSigned by:

By: 5A699181A7D9450...
Name: K. Rickard Miller, Jr.
Title: Manager

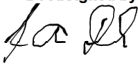
Signature Hospice Oregon Coast, LLC an Oregon limited liability company


DocuSigned by:

By: 5A699181A7D9450...
Name: K. Rickard Miller, Jr.
Title: Manager


Section 4.7 and 4.9 of the foregoing Agreement is hereby agreed to:

OWNERS:

DocuSigned by:

5A699181A7D9450...
K. Rickard Miller, Jr.

DocuSigned by:

023C42EC068D416
Richard A. Dillon


DocuSigned by:

92CF1B9974B94B2
Ronald A. Odermott

DocuSigned by:

8819E69B02C3427...
Robert L. Thomas, Jr.

Section 9.1.9 of the foregoing Agreement is hereby agreed to:

GUARANTOR:


NAIR FACILITY HOLDINGS, LLC

DocuSigned by:

5A699181A7D9450

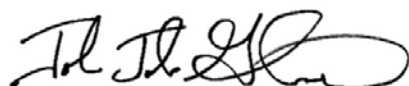
By:
Name: K. Rickard Miller, Jr.
Title: Manager

BUYER:


Mount Hood Healthcare LLC, a Nevada limited liability company

By: 
Name: John Gochnour
Title: Manager

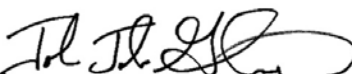
Willamette Healthcare LLC, a Nevada limited liability company

By: 
Name: John Gochnour
Title: Manager

Willow Creek Healthcare LLC, a Nevada limited liability company

By: 
Name: John Gochnour
Title: Manager

Three Rocks Healthcare LLC, a Nevada limited liability company

By: 
Name: John Gochnour
Title: Manager

Tumalo Falls Healthcare LLC, a Nevada limited liability company

By: 
Name: John Gochnour
Title: Manager