
SYSTEM COMBINATION AGREEMENT
by and between
OREGON HEALTH & SCIENCE UNIVERSITY
and
LEGACY HEALTH

May 30, 2024

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SYSTEM COMBINATION AGREEMENT

THIS SYSTEM COMBINATION AGREEMENT (this “**Agreement**”) is made and entered into as of May 30, 2024 (the “**Execution Date**”), by and between **OREGON HEALTH & SCIENCE UNIVERSITY**, an Oregon statutory public corporation (“**OHSU**”), and **LEGACY HEALTH**, an Oregon nonprofit corporation (“**Legacy Health**”). Each of OHSU and Legacy Health may be referred to throughout this Agreement individually as a “**Party**” and collectively as the “**Parties**.” Capitalized terms used but not defined herein shall have the meanings given to them in Section 13.1.

WHEREAS, OHSU is Oregon’s only comprehensive public academic health center. As part of its multifaceted public mission, OHSU strives for excellence in education, research and scholarship, clinical practice and community service. Through its dynamic interdisciplinary environment, OHSU stimulates the spirit of inquiry, initiative and cooperation among students, faculty and staff; and

WHEREAS, Legacy Health is a leading, regional nonprofit health care system based in Portland, Oregon with a mission of “good health for our people, our patients, our communities and our world”; and

WHEREAS, the entity named, as of the date of this Agreement, Legacy Health Foundation, an Oregon nonprofit corporation, or any successor thereto (“**Legacy Health Foundation**”) is a nonprofit foundation affiliated with Legacy Health as of the Execution Date, and which will change its name and assume the rights set forth in the Transaction Documents (as defined below) as of the Closing Date and which will (a) change its governing documents to become independent of Legacy Health; and (b) change its mission to promote health (including physical, mental, and social determinants of health) and health equity in its communities; and

WHEREAS, OHSU and Legacy Health desire to create a combined health care system between their two complementary health systems focused on delivering high quality health care services to the communities they serve; and

WHEREAS, primary objectives of OHSU and Legacy Health in pursuing a combination are to:

A. Create a combined organization (referred to hereafter as the “**Health System**” or the “**OHSU System**”) that is better able to achieve the respective missions of OHSU and Legacy Health to improve the health and well-being of people, patients, and the broader community;

B. Combine and coordinate care and complementary services across OHSU and Legacy Health locations in Oregon and Washington State to offer high quality and cost-effective delivery of inpatient and outpatient healthcare in Oregon and Washington State;

C. Build upon the complementary strengths they have in providing care in academic and community-based facilities;

D. Utilize the best practices and combined strengths of both organizations to enhance the quality, access, and efficiency of care across the combined enterprise;

E. Maintain and improve health care access to underserved, vulnerable populations in urban, suburban, and rural locations;

F. Expand access to clinical trials, other research, and innovation to advance the mission of both organizations;

G. Expand relationships with physicians and other health care practitioners using employment and other engagement models to provide fully integrated services across the continuum of care;

H. Obtain the benefits of certain economies of scale in order to accelerate improvements in operational cost-efficiencies and service effectiveness, while reinvesting savings to improve quality, advance technology, broaden access to care, and develop new and enhanced services;

I. Strengthen the long-term financial health of the combined enterprise to enable it to better (a) make significant capital improvements as needed from time to time to operate a state-of-the-art health system and to respond to changes in technology, demographics and care management models; and (b) withstand the high volatility in the health care services industry (due to labor shortages, inflation, dependence on government payors and other factors);

J. Enhance the current academic footprint of OHSU in order to (a) expand the education and training opportunities of future health care practitioners; and (b) enhance research activities across more diverse populations and a broader range of services;

K. Enhance the ability of the combined Oregon and Washington State-based system to provide high quality care at reasonable cost, and thereby deliver substantial value to patients and payors, by achieving efficiencies, investing in new systems and technologies, and leveraging the best practices of both systems; and

L. Accelerate the ability of the combined system to continue to transition to value-based care models;

WHEREAS, the Boards (as defined below) of OHSU and Legacy Health, in keeping with their duties to further their respective missions, have engaged in a deliberative process and have concluded that they can best work to achieve their goals through Legacy Health joining OHSU as an integral part of OHSU; and

WHEREAS, in furtherance of the above conclusions of the Boards of OHSU and Legacy Health, the Parties desire for OHSU to become the sole corporate member (parent) of Legacy Health in order for Legacy Health to be an effective integral part of OHSU, on the terms and subject to the conditions set forth herein; and

WHEREAS, the Parties also desire and intend that, following the Closing, Legacy Health Foundation shall be an express third-party beneficiary of this Agreement and have the right to

enforce, on Legacy Health's behalf, certain post-Closing obligations of OHSU with respect to the Capital Commitment, as set forth herein.

NOW, THEREFORE, in consideration of the respective agreements, covenants, representations and warranties of the Parties set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto, intending to be legally bound, agree as follows:

1. TRANSACTIONS.

1.1 Legacy Health to Become an Integral Part of OHSU. Subject to the terms and conditions set forth in this Agreement, effective as of the Effective Time and in consideration of the financial, operational and other commitments of OHSU herein, upon the Closing, Legacy Health shall become a direct subsidiary of OHSU (and each of Legacy Health's subsidiaries will thereby become indirect subsidiaries of OHSU). To accomplish this, effective as of the Effective Time: (a) OHSU shall become the sole corporate member of Legacy Health (the "**Appointment as Member**") and, indirectly, of all of Legacy Health's wholly owned subsidiaries, with the right to appoint the Board of Legacy Health; and (b) OHSU shall have such reserved and other rights and authorities with respect to Legacy Health as are provided under the terms of this Agreement (and related agreements or documents entered into in connection herewith). Accordingly, as of the Closing, OHSU will have ultimate control of Legacy Health and the other Legacy Health Entities, and, through Legacy Health (or through the other Legacy Health Entities), ultimate control of all of the Legacy Health Entities' facilities, sites, services, businesses, programs, personnel, real property plant and equipment, joint venture interests, investments, financial assets and other assets or rights. All Legacy Health Entities and Specified Legacy Health JVs shall remain intact as direct or indirect subsidiaries of OHSU and shall retain their respective operating licenses, assets, contracts and liabilities upon Closing. Under this structure, all Oregon assets of the combined system remain under the governance and ultimate control of Oregon legal entities and subject to oversight by Oregon regulatory authorities. Similarly, all Washington State assets of the Health System shall be subject to oversight by the Washington State Government Entities. Notwithstanding the foregoing provisions of this Section 1.1, (i) Legacy Health's membership interest in PacificSource, an Oregon nonprofit corporation that operates one or more health plans ("**PacificSource**"), shall be transferred to Legacy Health Foundation at or prior to Closing as described in Section 1.3 below; and (ii) the amount of certain of the Legacy Health Entities' existing cash and investments shall be transferred to Legacy Health Foundation as described in Section 3.5 below.

1.2 Changes to Organizational Documents of Legacy Health and the Other Legacy Health Entities and Legacy Health Governance. Subject to the terms and conditions of this Agreement, upon the Closing, Legacy Health shall direct, approve and cause: (i) the Articles of Incorporation of Legacy Health to be amended and restated in substantially the form attached hereto as Exhibit A (the "**Amended Legacy Health Articles**") and to be filed with the Oregon Secretary of State; and (ii) the Bylaws of Legacy Health to be amended and restated in substantially the form attached hereto as Exhibit B (the "**Amended Legacy Health Bylaws**"), in each case such that the sole corporate member of Legacy Health shall be OHSU, and the powers and authorities of the Parties with respect to Legacy Health shall be consistent in all respects with the terms hereof (and the other Transaction Documents). Subject to the terms and conditions of this Agreement,

effective as of the Effective Time, Legacy Health shall also cause the other Legacy Health Entities to amend their Organizational Documents as necessary and, as appropriate, to file such amended Organizational Documents with applicable Government Entities, in a manner acceptable to OHSU, in order (a) to be consistent in all respects with the Appointment as Member; (b) to give OHSU the right, directly or indirectly, to appoint and remove (with or without cause) the members of each such Legacy Health Entity Board; and (c) to be consistent with the terms hereof (and the other Transaction Documents). Consistent with the Parties' intent that the OHSU System be centrally managed, the Board of each Legacy Health Entity will, to the greatest extent permitted by Legal Requirements, transition at Closing to be advisory (retaining only such direct authorities as mandated by Legal Requirements). Members of the OHSU Board of Directors (the "**OHSU Board**") shall be eligible to serve on the Boards of the Legacy Health Entities and the Specified Legacy Health JVs. The OHSU Board, directly or indirectly, shall exercise the rights of Legacy Health and the other Legacy Health Entities to make Board appointments to any joint venture entity in which a Legacy Health Entity is a shareholder, member or partner (i.e., a part owner), including, without limitation, the Specified Legacy Health JVs, and to exercise the other rights of the Legacy Health Entities with respect to such joint ventures (excluding PacificSource, Legacy Health's ownership interest in which will be transferred at Closing as described in Section 1.3 below). Following Closing, all joint ventures and third party business relationships will be governed at the system (i.e., top parent) level, except as otherwise mandated by law. OHSU management and the OHSU Board will make a determination in areas of overlapping/competing objectives as to which joint ventures and business relationships to prioritize based upon the degree to which they are accretive to the combined Health System's overall objectives, without regard to whether Legacy Health or OHSU (or either of their respective subsidiaries) was the original party to such joint ventures and/or business relationships.

1.3 PacificSource Membership Interest Transfer. Legacy Health's membership interest in PacificSource will be transferred at or prior to Closing to Legacy Health Foundation pursuant to the terms of the MOU (defined below). Following Closing, as among OHSU, Legacy Health and Legacy Health Foundation, Legacy Health Foundation shall solely receive the benefits of any rights, and shall solely be responsible for any obligations or liabilities, relating to the ownership and operation of PacificSource, and neither OHSU nor Legacy Health shall have any such rights or be responsible for any such obligations or liabilities.

1.4 Transactions. The effectuation of the foregoing actions as of the Closing Date to evidence OHSU becoming the sole member of Legacy Health and the completion of the Parties' other actions, commitments and covenants set forth in this Agreement and in any ancillary agreements to be effective prior to or at the Closing, shall be referred to herein as the "**Transaction**" or "**Transactions**."

2. CLOSING.

2.1 Closing Date. Subject to the satisfaction or waiver by the appropriate Party of all of the conditions precedent to Closing specified in Article 7 and Article 8 hereof, the consummation of the Transactions ("**Closing**") shall take place on the last day of the month during which all conditions precedent required herein to Closing are satisfied or waived or such other date as OHSU and Legacy Health may mutually agree (such date upon which Closing occurs, the "**Closing Date**"). The Closing shall take place remotely via electronic exchange of documents or

at a location agreed upon by OHSU and Legacy Health. The Closing with respect to the Parties shall be deemed to have occurred and be effective as between the Parties as of 12:01 a.m. Pacific Time on the day after the Closing Date, or such other date and time as are established by OHSU and Legacy Health (the “**Effective Time**”).

3. FINANCIAL, OPERATIONAL AND OTHER COMMITMENTS OF THE PARTIES.

3.1 Operating Model. At Closing, OHSU and Legacy Health (and their respective Affiliates’) facilities and operations will be organized into an operating model that aligns the combined Health System’s strategic goals with the needs of the communities it will serve. The combined Health System will be organized such that those pre-Closing OHSU and Legacy Health facilities and operations that are listed on Exhibit C and any future facilities and operations similarly situated by geography or ambulatory focus will be part of the Health System’s “Regional and Ambulatory Division,” and those pre-Closing OHSU and Legacy Health facilities listed on Exhibit D and any future inpatient facilities and operations similarly situated by geography will be part of the Health System’s “Portland Division.” Both divisions will have co-equal status within the combined Health System as a whole. The Regional and Ambulatory Division of the combined Health System shall have the same strategic and operational importance as the Portland Division of the combined Health System. Both divisions will be governed under a unified governance structure, with management of each division reporting to a single Health System Chief Executive Officer (who shall be appointed by the OHSU President), and operated on a consolidated financial and “single bottom line” basis, with capital deployed based on what is best for the combined Health System as a whole, regardless of which Health System operating entity(ies) receive the direct benefit of such expenditures (but subject to the Capital Commitment and Recapitalization Funding described in Section 3.4).

3.2 Integration Plan. OHSU and Legacy Health shall, consistent with all applicable Legal Requirements and under the guidance of their respective counsel, develop a plan to guide the post-Closing integration of the pre-Closing Legacy Health facilities and operations into OHSU (the “**Integration Plan**”). The Integration Plan shall reflect implementation of best practices relating to the sharing of certain back office functions, including, but not limited to, revenue cycle, supply chain, information technology, human resources, finance, risk management, legal and audit/compliance, as well as the possible migration to a single instance of Epic and conforming other material information technology systems to a uniform system across all combined system facilities and entities over time. The Integration Plan will be fully developed by the Parties between the Execution Date and the Closing Date. Attached as Exhibit E is a summary of the process for developing and finalizing the Integration Plan that OHSU and Legacy Health have mutually developed as of the Execution Date (the “**Integration Plan Process Summary**”). To the extent of any conflict between this Agreement and the Integration Plan or the Integration Plan Process Summary, the terms of this Agreement shall control.

3.3 Branding. The Parties agree that the name of the combined system shall be OHSU Health, or some derivative thereof, and the general branding of the combined system shall be that of OHSU. Notwithstanding the foregoing, following the Closing, the primary facilities of Legacy Health existing as of Closing shall retain their existing names but with “OHSU” replacing “Legacy” at the beginning of such names (e.g., at Closing, “Legacy Emanuel Medical Center”

shall become “OHSU Emanuel Medical Center” and “Legacy Good Samaritan Medical Center” shall become “OHSU Good Samaritan Medical Center”); provided, that the retained portion of such existing facility names may be changed by the OHSU Board after Closing if the OHSU Board determines in good faith that such name is associated with historical harm, and subject to the requirements of any other agreements or binding restrictions related to the naming of any such facility.

3.4 Capital Commitment and Recapitalization Funding.

3.4.1 Subject to the other provisions of this Section 3.4, OHSU hereby commits to Legacy Health to expend, and shall expend no less than Nine Hundred Million Dollars (\$900,000,000) (the “**Base Capital Commitment**”) on Permissible Capital Commitment Expenditures (as defined below). The Base Capital Commitment shall be spent on Permissible Capital Commitment Expenditures that have commenced or that have been approved (and for which expenditures have been earmarked) within ten (10) years following the Closing, absent Exigent Circumstances, but need not be fully expended in that period if some projects take longer to complete; provided, however, that Six Hundred Million Dollars (\$600,000,000) of the Base Capital Commitment shall be spent on Permissible Capital Commitment Expenditures that have commenced or that have been approved (and for which expenditures have been earmarked) within six (6) years following the Closing, absent Exigent Circumstances.

3.4.2 Subject to the provisions of this Section 3.4, OHSU hereby commits to expend, and shall expend, [REDACTED] which represents the net proceeds (gross proceeds less total direct (i.e., out of pocket) transaction costs) from Legacy Health’s sale (the “**Sale**”) of its [REDACTED] to [REDACTED] (the “**Additional Capital Commitment**,” and collectively with the Base Capital Commitment, the “**Capital Commitment**”) on Permissible Capital Commitment Expenditures. The Additional Capital Commitment is in recognition of Legacy Health’s intent that the sale of its [REDACTED] business benefits the current (i.e., pre-Closing) Legacy Health Entities, as well as reduces go-forward [REDACTED] costs. The Additional Capital Commitment shall be spent on Permissible Capital Commitment Expenditure projects that have commenced or that have been approved (and for which expenditures have been earmarked) within five (5) years following the Closing, absent Exigent Circumstances, but need not be fully expended in that period if some Permissible Capital Commitment Expenditure projects take longer to complete.

3.4.3 The Capital Commitment is guaranteed and is not dependent on the operating performance of the Health System (or any of its components), absent Exigent Circumstances; provided, however, that to the extent such Exigent Circumstances arise, the period for commencing or approving projects for the first Six Hundred Million Dollars (\$600,000,000) of the Base Capital Commitment, the period for commencing or approving projects for the entire Nine Hundred Million Dollars (\$900,000,000) Base Capital Commitment, and the period for commencing or approving projects for the Additional Capital Commitment, shall each be extended for up to an additional three (3) years from the timeframes for each set forth in Sections 3.4.1 and 3.4.2, above. Consequently, even in the event of such Exigent Circumstances, the entire Capital Commitment shall be spent on Permissible Capital Commitment Expenditures that have

commenced or that have been approved (and for which expenditures have been earmarked) within no more than thirteen (13) years following the Closing.

3.4.4 Capital Commitment expenditures may include, without limitation, routine and non-routine capital expenditures at existing (as of Closing) Legacy Health facilities, whether in the Regional and Ambulatory Division or the Portland Division; expenditures on information technology at the Regional and Ambulatory Division facilities (including without limitation at the existing (as of Closing) Legacy Health facilities); the possible migration to a single instance of Epic; expenditures on new or expanded programs and lines of services at existing (as of Closing) Legacy Health facilities; and expenditures on new or expanded facilities, capabilities and programs (which may include population health, digital health and ambulatory growth initiatives) that will be part of the Regional and Ambulatory Division (collectively, the “**Permissible Capital Commitment Expenditures**”). Notwithstanding the foregoing provisions of this Section 3.4.4, (i) Permissible Capital Commitment Expenditures shall not include any capital expenditures on facilities or operations that are not wholly owned by OHSU at the time of the expenditure, other than (A) facilities and operations of Entities that were partially owned by Legacy Health prior to the Closing, and (B) facilities and operations of Entities formed after the Closing, whether wholly or partially owned, for purposes of making Permissible Capital Commitment Expenditures; (ii) no more than Twenty Five Million Dollars (\$25,000,000) in integration-related information technology expenses, including the possible migration to a single instance of Epic, may be expended from the Capital Commitment, and (iii) for the first five (5) years following the Closing (but not necessarily thereafter), the portion of the Capital Commitment that is expended on Regional and Ambulatory Division facilities that were existing wholly-owned facilities of OHSU prior to Closing (“**Existing OHSU Regional and Ambulatory Facilities**”) shall not exceed the proportion that the aggregate revenues of such facilities represent relative to the aggregate revenues of all Regional and Ambulatory Division facilities, in each case during the calendar year immediately preceding the Closing.

3.4.5 For avoidance of doubt, the Capital Commitment may be spent on Permissible Capital Commitment Expenditures that have commenced prior to the Execution Date but have not been completed as of the Closing and which are set forth on Schedule 3.4.5. The Capital Commitment may also be spent on the continuation or completion of Permissible Capital Commitment Expenditure projects that had commenced following the Execution Date but prior to the Closing (but which will not be completed as of the Closing) so long as such projects have been approved in writing prior to the Closing by OHSU. To the extent unspent bond funds excluded from the Initial Foundation Funding Amount (as defined in Section 3.5.3) are used to fund such commenced but uncompleted Permissible Capital Commitment Expenditures, the amount of such funds shall not reduce the Capital Commitment.

3.4.6 In addition, at or shortly after Closing, OHSU may recapitalize the balance sheets of the pre-Closing Legacy Health facilities with an amount approximately equal to the sum of (a) the Initial Foundation Funding Amount; and (b) [REDACTED] (the “**Recapitalization Funding**”). OHSU expects to secure the funds for the Capital Commitment and Recapitalization Funding by issuing over time new debt that would be secured by a new obligated group that includes the entire combined Health System.

3.4.7 In addition, on and after the Closing, when Legacy Health is part of the OHSU System, the Health System as a whole shall be responsible for operating results and losses, which shall not affect the amount of the Capital Commitment (absent Exigent Circumstances, which could affect the timing of the Capital Commitment as set forth in Section 3.4.3 above).

3.4.8 Any wage increases for the current Legacy Health workforce after Closing shall be absorbed by the Health System and shall not affect the Capital Commitment or the Recapitalization Funding (but the Parties acknowledge that such wage increases could affect whether Exigent Circumstances exist, which in turn could affect the timing of the Capital Commitment projects as set forth in Section 3.4.3 above).

3.4.9 Notwithstanding any other provisions of this Section 3.4 or this Agreement, the Capital Commitment is subject to increase or decrease in accordance with the indemnification provisions set forth in Article 11.

3.4.10 Appropriate financial records will be maintained in order to track Capital Commitment expenditures and ensure that the above commitments with respect to such expenditures are being met (such as, for example, maintaining separate internal records for the Regional and Ambulatory Division and the Portland Division, at least until such time as the Capital Commitment is fully expended). Such financial records shall be shared at a regular interval with Legacy Health Foundation pursuant to the requirements of Section 12.9.

3.5 Initial Foundation Funding.

3.5.1 Legacy Health Foundation, which exists and has ongoing operations as of the Execution Date, has entered or shall enter, at or prior to the Execution Date, into a Memorandum of Understanding in the form attached hereto as Exhibit F (the “**MOU**”). At or prior to the Closing, Legacy Health Foundation shall consummate the transactions contemplated by the MOU, subject to the requirements of this Agreement.

3.5.2





3.5.3 The positive difference between the amount set forth in Section 3.5.2(a) and the amount set forth in Section 3.5.2(b), if any (i.e., the positive difference between clause (a) of Section 3.5.2 and the sum of the subclauses of clause (b) of Section 3.5.2), is the “**Initial Foundation Funding Amount.**” Notwithstanding the foregoing, costs for defeasing, refinancing, retiring or paying off outstanding debt of the Legacy Health Entities for which such defeasance, refinancing, retiring or paying off is not required pursuant to the terms of such debt in order to consummate the Transaction will not reduce the Initial Foundation Funding Amount, or be deducted therefrom. The Initial Foundation Funding Amount shall be based on Legacy Health’s consolidated balance sheet as of the month immediately prior to the Closing, which balance sheet shall be consistent with year-end GAAP reporting and subject to post-Closing audit (on an agreed-upon procedures basis and by an independent auditor selected jointly by Legacy Health Foundation and OHSU) and (if necessary) a true-up payment between OHSU and Legacy Health Foundation based on such audit. An example calculation of the Initial Foundation Funding Amount as of December 31, 2023 is attached hereto as Exhibit H.

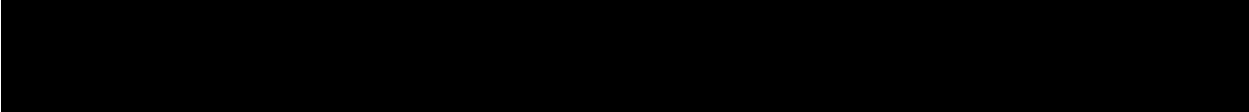
3.5.4



3.5.5



3.6 Legacy Health Foundation Governance. Legacy Health Foundation will be operated by a Board that is independent of the OHSU System and Legacy Health Foundation will not be an Affiliate of OHSU or Legacy Health. Legacy Health Foundation’s mission will be to promote health (including physical, mental, and social determinants of health) and health equity in the community, solely through the Foundation Unrestricted Assets, the Initial Foundation Funding Amount, the Tranche Payment Amounts, the PacificSource membership interest and the proceeds thereof, grants, unsolicited gifts, and investment returns on the foregoing (i.e., Legacy Health Foundation will not engage in fundraising). Legacy Health Foundation (a) will not make grants to any hospital-based health system that is in competition with the OHSU System for purposes of engaging in activities that are competitive with the OHSU System, in whole or in part, as opposed to the purpose of addressing community health needs and otherwise furthering the mission of Legacy Health Foundation; and (b) will allow OHSU to compete for grants from Legacy Health Foundation on an equal footing with other organizations. Prior to the Execution Date, OHSU and Legacy Health agreed on the initial Legacy Health Foundation governance documents.



[REDACTED] The new post-Closing name and branding of Legacy Health Foundation will be determined by Legacy Health prior to Closing, shall not include the name “Legacy” (so as to avoid any public confusion regarding its independence from the combined Health System) and shall require the advance approval of OHSU. Any changes to such naming and branding following Closing to include any of the words identified on Schedule 3.6(b) shall require the advance approval of both Legacy Health Foundation and OHSU.

3.7 Existing Foundations. Good Samaritan Foundation, Salmon Creek Hospital Foundation, Silverton Health Foundation, and Randall Children’s Hospital Foundation will remain intact at Closing and for at least two (2) years thereafter (unless otherwise mutually determined by the leaders of both the OHSU existing foundations and applicable Legacy Health existing foundation), although OHSU and Legacy Health will evaluate their respective current foundation activity to determine opportunities for alignment and possible consolidation, consistent with prevailing Legal Requirements. The wishes of donors shall at all times be respected (e.g., donations earmarked by the donor for the support of a particular legal entity, facility or project will be used solely for such purpose) for assets donated to Legacy Health foundations, including Legacy Health Foundation. The leaders of both the OHSU and Legacy Health existing foundations will work in good faith to ensure any post-Closing operations and leadership transitions for the existing foundations support the mission of each of the existing foundations and minimize disruption to the work of the existing foundations.

3.8 PacificSource [REDACTED].

3.8.1 There shall be no restrictions under this Agreement on PacificSource’s health plan business and operations, including any health plan business and operations that may be competitive to the combined OHSU System.

3.8.2 [REDACTED]

3.9 Physicians and Advanced Practice Providers.

3.9.1 Subject to any existing separation agreements or arrangements which restrict OHSU from re-hiring certain employees, initially following Closing, all current Legacy Health and OHSU physician and advanced practice provider (“APP”) structures, relationships and arrangements shall be maintained.

3.9.2 OHSU and Legacy Health will discuss, with the involvement of a provider steering committee with representatives from each Party, consistent with Legal Requirements, both before and after Closing, the potential integration of their physician and APP arrangements and structures over time, including without limitation, as feasible and appropriate: (a) merging their employed-physician groups (as applicable); (b) merging their respective clinically integrated networks; (c) advancing service line structures across the combined system; and/or (d) developing system-wide methodologies for physician and APP compensation. Notwithstanding the involvement of a provider steering committee with representatives from each Party, OHSU will have the ultimate authority to make all decisions regarding physician and APP integration, arrangements and structure following the Closing.

3.9.3 Notwithstanding any such future integration, the combined system shall provide opportunities for physicians and APPs to join the OHSU System as employed faculty or through OHSU’s existing non-academic track, as members of system-sponsored or system-owned provider networks (which could include Legacy Health Partners, LLC and/or other networks that leverage Legacy Health’s expertise in operating clinically integrated networks) or as fully independent physicians or APPs with medical staff privileges at OHSU System facilities. However, as presently, all OHSU faculty will continue to be employed by OHSU.

3.9.4 Prior to or soon after the Closing Date, the Medical Staff Bylaws of all combined Health System facilities shall be reviewed and amended, as necessary, to reflect that all facilities are now a part of the combined OHSU System. The combined Health System shall use commercially reasonable efforts to implement reasonably uniform Medical Staff Bylaws for (a) all hospitals that are part of the Regional and Ambulatory Division; and (b) for all hospitals that are part of the Portland Division, although there may be differences between the Medical Staff Bylaws for these two categories of hospitals. In an effort to retain and support the existing physician and APP base, no physician or APP who is in good standing (i.e., not subject to final corrective action within the last twelve months) on the medical staff of any Legacy Health or OHSU hospital at Closing shall lose his or her medical staff membership or clinical privileges, or have such agreements materially altered, as a result of the Transaction.

3.10 Other Employees.

3.10.1 Subject to any existing separation agreements or arrangements which restrict OHSU from re-hiring certain employees, at Closing, all other (i.e., non-physician and non-APP) employees of Legacy Health, OHSU and their respective Affiliates who are in good standing (i.e., not subject to final corrective action within the last six months) shall remain employed by their current employer and remain subject to the terms of their existing collective bargaining agreements, as applicable; consequently, all such employees shall retain their benefits and seniority at Closing, as applicable. The Parties furthermore acknowledge that, over time, the combined Health System may desire to consolidate certain benefit plans across the combined Health System to enhance Health System effectiveness and operational integration and therefore,

prior to Closing and consistent with Legal Requirements, OHSU and Legacy Health shall discuss in good faith (but OHSU shall ultimately determine) which benefit plans, if any, shall be consolidated initially (i.e., at or shortly following the Closing).


3.10.2 The Parties acknowledge that, over time, some employees may migrate to a different employer within the combined Health System, or to a different location or job function, to enhance Health System effectiveness and operational integration. Prior to Closing and consistent with Legal Requirements, OHSU and Legacy Health shall discuss in good faith (but OHSU shall ultimately determine) which employees, if any, shall be so migrated initially (i.e., at or shortly following the Closing). Subject to the terms of applicable collective bargaining agreements, any employee who is moved from one combined Health System entity to another shall receive service credit for the time spent at his or her then-current (i.e., prior to migration) employer and OHSU shall use reasonable best efforts to ensure that any such changes do not result in a material loss of compensation or a material reduction in aggregate benefits for the affected employee.

3.10.3 Subject to the results of OHSU's due diligence review of Legacy Health, including without limitation an evaluation of Legacy Health's turn-around plan and results as of Closing, OHSU shall not make any reductions in workforce for at least the first six (6) months following the Closing of any personnel who at Closing are actively employed in good standing (i.e., not subject to final corrective action within the last six months) by a Legacy Health Entity (and assuming due conduct and performance of job duties in material compliance with applicable policies), provided that any such reductions within the first (6) months following the Closing would be subject to any contractual arrangements with personnel, as applicable. Any future reductions shall comply with applicable Legal Requirements and the terms of any applicable collective bargaining agreements.

3.10.4 Further, to the extent that synergistic decisions ultimately result in the elimination of non-physician or non-APP positions, those shall be reviewed on a case-by-case basis by OHSU with a focus on prioritizing redeployment elsewhere within the combined Health System. Any employee who, over time, is subject to job elimination as a result of integration efforts shall (a) be given severance in accordance with their employing entity's then-existing severance policies; and (b) be given priority consideration for vacancies within the combined Health System, in each case subject to applicable Legal Requirements and the terms of applicable collective bargaining agreements.

3.10.5 Health System management shall provide recommendations to the OHSU Board and sub-Board committees and bodies regarding the feasibility and appropriateness of moving to integrated system-wide employment policies over time, possibly including a single compensation system and mirror employee benefits across all combined system entities, subject to applicable Legal Requirements and the terms of collective bargaining agreements.

3.11 [REDACTED] OHSU and Legacy Health intend to enhance and accelerate their ability to engage in a broad range of value-based contracting for the benefit of payors, patients and the combined Health System, subject to and consistent with the need to maintain the financial viability of the combined clinical enterprise. [REDACTED]



3.12 Academic Affiliations, Sponsored Research and Clinical Trials. The Parties intend that at least some of the existing (as of Closing) Legacy Health Entity facilities will become additional rotational sites for OHSU students, residents and fellows, and that at least some of the existing (as of Closing) OHSU facilities will become additional rotational sites for Legacy Health students, residents and fellows (as applicable). No employed Legacy Health Entity physician who does not already have undergraduate medical education, graduate medical education or other similar teaching duties specified in their existing contracts and/or job descriptions at the time of the Closing will be required to hold a faculty appointment, participate in teaching activities, or perform other additional academic work. The Parties similarly intend that the expanded OHSU System will offer greater opportunities to participate in government sponsored grants and industry-sponsored clinical trials. Subject to due diligence and the need to coordinate research administration, technology transfer and similar activities, The Legacy Research Institute will play a role in the expanded sponsored research and clinical trial enterprise of the combined OHSU System. More generally, OHSU and Legacy Health intend that their combination will result in greater opportunities for education, training and research across a broader spectrum of facilities and patient populations.

3.13 Non-Solicitation. The Parties each acknowledge the interests of the other Party in retaining talented personnel, and therefore, from the Execution Date through the Closing Date or the earlier termination of this Agreement: (i) none of the Legacy Health Entities, and their respective officers, directors, trustees, employees, principals, agents, representatives, Affiliates and advisors shall directly or indirectly solicit or hire any officer, director, employee or independent contractor of OHSU or any of its Affiliates, except pursuant to a general solicitation which is not directed specifically to any such individuals, and (ii) none of OHSU, its Affiliates and their respective officers, directors, trustees, employees, principals, agents, representatives, Affiliates and advisors shall directly or indirectly solicit or hire any officer, director, employee or independent contractor of any Legacy Health Entity, except pursuant to a general solicitation which is not directed specifically to any such individuals. From the Execution Date through the Closing Date or the earlier termination of this Agreement, Legacy Health will withhold its approval, to the extent it is able to do so (on both a legal basis and otherwise), of any of the actions set forth in subsection (i) above by the Specified Legacy Health JVs.

4. REPRESENTATIONS AND WARRANTIES OF LEGACY HEALTH.

Except as set forth in the Legacy Health Disclosure Schedules, as of the Execution Date and as of the Closing Date, Legacy Health hereby represents and warrants on behalf of itself and the other Legacy Health Entities the following to and for the benefit of OHSU:

4.1 Organization and Good Standing of the Legacy Health Entities.

4.1.1 Each Legacy Health Entity is duly organized and validly existing under the laws of its state of incorporation or formation (as applicable), and has all requisite corporate power and authority to own, lease and operate its properties and to carry on its businesses as now being conducted. Legacy Health has delivered to OHSU true, correct, current and complete copies of the Organizational Documents of each Legacy Health Entity. No Legacy Health Entity is in material default under or in material violation of its Organizational Documents. Each Legacy Health Entity is duly qualified, licensed or registered to do business in each of the jurisdictions in which the nature of the business being presently conducted by it or its assets and properties makes such qualification, licensing or registration legally required.

4.1.2 Section 4.1.2 of the Legacy Health Disclosure Schedules sets forth a true, correct and complete list of each Legacy Health Entity and each Partial Subsidiary, including for each: (a) the issued and outstanding equity securities of such Entity owned by Legacy Health or another Legacy Health Entity, (b) its jurisdiction of organization, (c) its tax-exempt status (exempt or non-exempt) and, if applicable, the section of the Code under which the Internal Revenue Service (the “**IRS**”) recognizes such tax-exempt status, (d) if applicable, its status as a public charity or private foundation under Section 509(a) of the Code, and (e) if applicable, its status as a public charity or private foundation under Section 509(a) of the Code.

4.1.3 Legacy Health or another Legacy Health Entity, as applicable, is the sole owner or member of record of all equity and membership interests, including shares of capital stock or other ownership or participating interests, as applicable, directly or indirectly, of the Legacy Health Entities (other than Legacy Health). There are no outstanding options, warrants, rights (including conversion or preemptive rights and rights of first refusal or similar rights) or agreements, orally or in writing, to purchase or acquire from any Legacy Health Entity, any equity, membership interest or other ownership or participating interest, or any securities convertible into or exchangeable for equity or membership interests or other ownership or participating interests, of any Legacy Health Entity under any circumstances, including a Change of Control. As of the Closing, OHSU will acquire valid marketable title to all of the membership interests of Legacy Health, free and clear of any and all Liens.

4.1.4 Except as provided in Section 4.1.4 of the Legacy Health Disclosure Schedules and except for any interests held through publicly-traded markets, no Legacy Health Entity owns or holds any common stock, partnership interests, membership interests of or other ownership or participating interests, in or with respect to, any Entity other than the Legacy Health Entities and Partial Subsidiaries.

4.2 Powers; Consents; Absence of Conflicts with Other Agreements. Legacy Health has the requisite corporate power and authority to execute, deliver, and perform this

Agreement and all other Transaction Documents to which Legacy Health is a party. The consummation of the Transactions, and the entry into this Agreement and the other Transaction Documents, by the Legacy Health Entities, as applicable:

4.2.1 Are within the corporate powers and authority of Legacy Health to perform on its behalf and on behalf of the other Legacy Health Entities, and will not result in a breach of the terms of the Organizational Documents of any Legacy Health Entity;

4.2.2 Have been (or will be, as of the Closing Date) duly authorized by all necessary or appropriate corporate actions of the Legacy Health Entities, which actions remain in full force and effect;

4.2.3 Except as provided in Section 4.2.3 of the Legacy Health Disclosure Schedules, do not require any approval or consent of, or filing with, any Government Entity, including with respect to any Material Permit;

4.2.4 Will not result in a material violation of any of the terms or requirements of, or give any Government Entity the right to revoke, withdraw, suspend, cancel, terminate, or modify, any Material Permit;

4.2.5 Will not result in a material breach of, or give rise to a right of termination, cancellation, modification, acceleration or to the loss of a benefit thereunder, or the creation of any material Lien under, any Material Contract; and

4.2.6 Except as provided in Section 4.2.6 of the Legacy Health Disclosure Schedules, will not result in a material violation of any federal, state or local laws to which Legacy Health or any Legacy Health Entity is subject.

4.3 Binding Agreement. This Agreement and all other Transaction Documents to which any Legacy Health Entity is a party are and will constitute (assuming due authorization, execution and delivery by OHSU) valid and legally binding obligations of such Legacy Health Entity, and are and will, upon receipt of the approvals set forth in Sections 4.2.3 and 4.2.6 of the Legacy Health Disclosure Schedules, be enforceable against it in accordance with the respective terms hereof or thereof, except as such enforceability may be limited by: (a) general principles of equity, regardless of whether enforcement is sought in a proceeding in equity or at law; and (b) bankruptcy, insolvency, reorganization, moratorium or other similar laws or Legal Requirements of general application now or hereafter in effect, relating to or affecting the enforcement of creditors' rights generally. Legacy Health represents and warrants to OHSU that to the Knowledge of Legacy Health, the Disclosure Schedules are accurate and complete as of the Execution Date.

4.4 Legal and Regulatory Compliance. Except as set forth on Section 4.4 of the Legacy Health Disclosure Schedules:

4.4.1 *Compliance Generally.* Except as provided in Section 4.4.3 of the Legacy Health Disclosure Schedules, without limiting the specific representations and warranties set forth in the subsequent subsections of this Section 4.4 or other Sections of this Agreement, the operations of each Legacy Health Entity are, and for the past three (3) years have been, in material

compliance with all applicable Legal Requirements, including all Health Care Laws. Except as provided in Section 4.4.3 of the Legacy Health Disclosure Schedules, to the extent any Legacy Health Entity internal or external audit conducted by or on behalf of any Legacy Health Entity or any third party was initiated or conducted in the past three (3) years and remains open, in whole or in part, or any audit finding remains un-remediated, no such audit (or part thereof) or un-remediated finding would reasonably be expected to result in a negative financial effect on the Legacy Health Entities, taken as a whole, in excess of Twenty Million Dollars (\$20,000,000).

4.4.2 Violations and Exclusions. During the past three (3) years, no Legacy Health Entity, nor, to the Knowledge of Legacy Health, any of their respective officers, directors, trustees, agents or employees: (a) has been convicted of, pled guilty or nolo contendere to, formally charged with, or, to the Knowledge of Legacy Health, investigated by any Government Entity for any crime or violation or with respect to any conduct for which such Person would reasonably be expected to (i) be excluded, suspended, or debarred from participating, or otherwise determined to be ineligible to participate, in any Government Program; (ii) have their billing privileges with respect to that Government Program terminated, revoked or suspended; or (iii) result in such Person being subjected to a civil monetary penalty or criminal penalty under Sections 1128A or 1128B of the Social Security Act or any similar law; (c) has been convicted of, pled guilty or nolo contendere to, or formally charged with, or to the Knowledge of Legacy Health, has been investigated for, any violation of laws related to fraud, theft, embezzlement, breach of fiduciary duty or responsibility, financial misconduct, or obstruction of an investigation; (d) is or has been excluded, suspended, or debarred from participation, or otherwise determined to be ineligible to participate, in any Government Programs, including but not limited to being listed on the General Services Administration's System for Award Management's list of parties excluded from federal procurement programs and non-procurement programs, or on the Office of Inspector General ("OIG") of the United States Department of Health and Human Services' ("HHS") List of Excluded Individuals and Entities, or (e) has been subject to an involuntary termination or nonrenewal of any material contract with any Third Party Payor, initiated by the Third Party Payor.

4.4.3 Proceeding or Investigation. Except as set forth in Section 4.4.3 of the Legacy Health Disclosure Schedules, for the past three (3) years, no written notice has been received by any Legacy Health Entity, and no actions have been or are currently pending against any Legacy Health Entity, or, to the Knowledge of Legacy Health, threatened against any Legacy Health Entity, alleging any breach or violation of, non-compliance with, or default under, any Health Care Law in any material respect. Except as set forth in Section 4.4.3 of the Legacy Health Disclosure Schedules, during the past three (3) years, to the Knowledge of Legacy Health, no Person has filed or has made any oral or written threat to file a claim against any Legacy Health Entity under any federal or state whistleblower statute, including under the Federal False Claims Act, 31 U.S.C. §§ 3729-3733. In the past three (3) years, no Legacy Health Entity, nor, to the Knowledge of Legacy Health, any of their respective officers, directors, trustees, agents, or employees, while acting in such roles, has knowingly presented or caused to be presented any false or fraudulent claim for payment or approval, or any false record or statement material to same, to any Government Entity.

4.4.4 Arrangements with Pharmaceutical Companies. For the past three (3) years, each Legacy Health Entity's material arrangements, whether written or otherwise, with

pharmaceutical manufacturers, group purchasing organizations, pharmacy benefit managers, rebate aggregators, or any other entity involved in the negotiation, exchange, aggregation, or administration of discounts, rebates (whether or not referred to as such), administrative fees, or other price concessions, including those calculated on the basis of utilization of a pharmaceutical manufacturer's prescription drug products have materially complied with all applicable Health Care Laws.

4.4.5 *Legacy Health Entity Leases.* Except as set forth in Section 4.4.5 of the Legacy Health Disclosure Schedules, for the past three (3) years, all leases entered into by any Legacy Health Entity, or a contractor of any Legacy Health Entity, in each case where the lessor is directly or indirectly a physician employee or contractor of any Legacy Health Entity, or otherwise in a position to refer patients or business to any Legacy Health Entity, have materially complied with all applicable Health Care Laws.

4.4.6 *Legacy Health Physician Compensation.* Except as set forth in Section 4.4.6 of the Legacy Health Disclosure Schedules, for the past three (3) years, all compensation paid to physicians by any Legacy Health Entity, whether employed or otherwise contracted, has at all times materially complied with all applicable Health Care Laws.

4.5 Financial Statements. Legacy Health has delivered to OHSU true and correct copies of the following consolidated and consolidating financial statements of Legacy Health and the other Legacy Health Entities (collectively, the “**Financial Statements**”):

4.5.1 Unaudited balance sheet (the “**Interim Balance Sheet**”) dated as of March 31, 2024 (the “**Interim Balance Sheet Date**”);

4.5.2 Unaudited statement of income and unaudited statement of cash flows for the period beginning April 1, 2023, and ending on the Interim Balance Sheet Date; and

4.5.3 Audited balance sheet and audited statement of income and audited statement of cash flows for the fiscal years ended March 31, 2021, March 31, 2022 and March 31, 2023.

Legacy Health will deliver, at least five (5) business days prior to the Closing Date, to OHSU true and correct copies of the following consolidated and consolidating financial statements of Legacy Health and the other Legacy Health Entities (collectively, the “**Closing Financial Statements**”):

4.5.4 Unaudited balance sheet (the “**Closing Balance Sheet**”) dated as of a date that is no more than 30 days prior to the Closing Date (the “**Closing Balance Sheet Date**”);

4.5.5 Unaudited statement of income and unaudited statement of cash flows for the period beginning at the beginning of the then-current fiscal year of Legacy Health and the other Legacy Health Entities, and ending on the Closing Balance Sheet Date; and

4.5.6 Audited balance sheet and audited statement of income and audited statement of cash flows for the previous three fiscal years of Legacy Health and the other Legacy Health Entities.

Subject to the absence of footnotes and year-end adjustments with respect to any unaudited Financial Statements and unaudited Closing Financial Statements and except as set forth in Section 4.5 of the Legacy Health Disclosure Schedules: (a) the Financial Statements have been (and the Closing Financial Statements will have been) prepared in accordance with GAAP, consistently applied throughout the period indicated; (b) the Financial Statements are (and the Closing Financial Statements will be) based on or derived from the books and records of the Legacy Health Entities; (c) the balance sheets included in the Financial Statements and the Closing Financial Statements present fairly in all material respects the financial condition of the Legacy Health Entities at and as of the dates indicated thereon; and (d) the statements of income and statements of cash flows included in the Financial Statements and the Closing Financial Statements present fairly in all material respects the results of operations and cash flows of the Legacy Health Entities for the periods indicated. Except for (i) liabilities and obligations reflected or reserved against in the Interim Balance Sheet and the Closing Balance Sheet; and (ii) liabilities and obligations incurred in the ordinary course of business consistent with past practice since the Interim Balance Sheet Date, the Legacy Health Entities have no material liabilities or obligations of any nature whatsoever that would be required to be reflected on a balance sheet prepared in accordance with GAAP.

4.6 Absence of Certain Changes. Except as contemplated to occur after the date hereof pursuant to and in connection with this Agreement or as set forth in Section 4.6 of the Legacy Health Disclosure Schedules, since the Interim Balance Sheet Date, there has not been any:

4.6.1 Damage, destruction, or loss not covered by property insurance affecting (a) any Owned Real Property, or (b) any Leased Real Property to the extent such Legacy Health Entity is obligated under the terms of the applicable Lease to carry property insurance for such Leased Real Property, that has or would reasonably be expected to result in losses in excess of One Million Dollars (\$1,000,000) at any one individual facility;

4.6.2 Transaction entered into by any of the Legacy Health Entities pertaining to any Real Property that would materially impair such Real Property for its current use;

4.6.3 Material change in the condition (financial or otherwise) of the business, or in the results of operations of any Legacy Health Entity, including any closure of any Legacy Health Entity facilities, or any closure or material reduction in any material line of service at any Legacy Health Entity facilities;

4.6.4 Actual or, to the Knowledge of Legacy Health, threatened union organizing campaign, employee strike, work stoppage, or labor dispute pertaining to any Legacy Health Entity and its respective Employees;

4.6.5 Actual or, to the Knowledge of Legacy Health, threatened legal claims (other than routine claims for benefits) by any Employee against any Legacy Health Entity involving an amount in excess of One Million Dollars (\$1,000,000);

4.6.6 Sale, assignment, transfer, or disposition of any item of personal property, any fixtures, or any equipment owned by any Legacy Health Entity with a fair market value per item that is greater than One Million Dollars (\$1,000,000), except in the ordinary course of business and consistent with past practices;

4.6.7 Except in the ordinary course of business and consistent with past practices, changes in the compensation payable by any Legacy Health Entity to any Employees or Independent Contractors or any change in, or institution of, any “stay bonus,” retention bonus or similar incentive payment, severance, insurance, pension, profit-sharing or other benefit plan, remuneration or arrangements made to, for or with such Employees in the amount of One Hundred Thousand Dollars (\$100,000) individually or in an aggregate amount exceeding One Million Dollars (\$1,000,000);

4.6.8 Changes in the composition of the Legacy Health Medical Staff, or any changes in the list of physicians employed by the Legacy Health Entities, in each case except in the ordinary course of business and consistent with past practices;

4.6.9 Any negotiations regarding, amendments to, or terminations of existing collective bargaining agreements;

4.6.10 Material amendments to Material Contracts, including material changes to the rates charged or received by any Legacy Health Entity for its services under any Material Contracts, other than those made in the ordinary course of business and consistent with past practices;

4.6.11 Material changes in corporate allocations or corporate charges imposed by Legacy Health on any other Legacy Health Entity, except as necessary to reflect the fair market value of the underlying goods or services covered by such allocations or charges;

4.6.12 Any impairment (other than a Real Property Third Party Lease or Permitted Lien) of a Legacy Health asset, unrecorded or potential liability, or unrecorded obligation, with a probable financial impact in any single case of more than Two Hundred Fifty Thousand Dollars (\$250,000);

4.6.13 Material adjustments or material write-offs of accounts receivable or reductions in reserves for accounts receivable of any Legacy Health Entity outside the ordinary course of business;

4.6.14 Material changes in the accounting methods or practices employed by any Legacy Health Entity other than those due to changes in or as required by applicable Legal Requirement or accounting professional rules;

4.6.15 Any deferral of any previously planned material routine or non-routine capital expenditures by a Legacy Health Entity; or

4.6.16 Any event or condition that would reasonably be expected to result in a Material Adverse Change.

4.7 Permits.

4.7.1 Section 4.7.1 of the Legacy Health Disclosure Schedules sets forth an accurate and complete list of all Permits of each Legacy Health Entity that are material to the operation of such Legacy Health Entity and necessary to carry on the business of such Legacy Health Entity as currently conducted (collectively, the “**Material Permits**”); provided, that, even though material certificates of occupancy and other real estate use permits are included in the definition of Material Permits, Section 4.7.1 of the Legacy Health Disclosure does not set forth such certificates of occupancy and other real estate use permits. Section 4.7.1 of the Legacy Health Disclosure Schedules includes the license or credential number, and expiration dates for each Material Permit. The pharmacies, laboratories, and all other ancillary departments located at each Legacy Health Entity facility that are required to be specially licensed are duly licensed by the State of Oregon, Washington State or other appropriate licensing or certifying agency (the “**State Health Agency**”). Legacy Health has made available to OHSU (a) accurate and complete copies of each Material Permit set forth on Section 4.7.1 of the Legacy Health Disclosure Schedules, all of which are valid and currently in effect, (b) copies of written notices, citations, fines, penalties, violations, or rulings within the last three (3) years by any Government Entity relating to any Legacy Health Entity’s failure to materially comply with Legal Requirements applicable to the Material Permits, and (c) a description of the current status of any pending federal, state or local governmental audits, inspections, investigations, requests for documents of the Legacy Health Entities relating to the Material Permits, of which Legacy Health has Knowledge, and, with respect to matters responsive to (b) and (c), that, in any individual case, have resulted or are reasonably likely to result in a material adverse effect on the operation or revenues or expenses of any Legacy Health Entity or any Material Permit.

4.7.2 Legacy Health has made available to OHSU complete and accurate copies of all material accreditation (including, without limitation, The Joint Commission) survey reports occurring in the past three (3) years for any accredited Legacy Health Entity. Each Legacy Health Entity has prepared and submitted timely all corrective action plans required to be prepared or submitted by it in response to any notice of non-compliance or request for remedial action, and has implemented, in all material respects, all of the material corrective actions described in such corrective action plans.

4.7.3 To the Knowledge of Legacy Health, each Employee or any other Person who is providing services at a Legacy Health Entity facility for or on behalf of any Legacy Health Entity, and who is required by applicable Legal Requirements to hold a Permit or other qualification to deliver services to patients, holds such Permit or other qualification (and such Permit or other qualification is active and is not subject to any restriction or encumbrance) and, in the course and scope of their employment or other duties, is performing only those services which are permitted by such Permit or other qualification. To the Knowledge of Legacy Health, with respect to health care professionals who provide health care services on behalf of any Legacy

Health Entity at a Legacy Health Entity facility, each such health care professional holds all Permits that are required by the applicable Legal Requirements of each state or territory (a) in which the health care professional practices; and (b) in which patients to whom the health care professional provides health care services are located. To the Knowledge of Legacy Health, no health care professional who is currently employed by, contracted with, or on the medical staff of, any Legacy Health Entity is not in good standing with or is under investigation by any Government Entity, including any state medical board.

4.8 Medicare Participation/Accreditation; Third-Party Payor Claims.

4.8.1 Each Legacy Health Entity that bills or otherwise submits claims for health care services is currently participating in the Government Programs as set forth on Section 4.8.1 of the Legacy Health Disclosure Schedules. Except as set forth on Section 4.8.1 of the Legacy Health Disclosure Schedules, with respect to each such Legacy Health Entity's participation in the Government Programs listed: (a) is not subject to any suspension, revocation proceedings, or other limitation on such participation status; (b) has a current and valid provider or supplier contract with such Government Programs; (c) is in compliance in all material respects with the conditions of participation or coverage in such Government Programs; (d) except as disclosed to OHSU, has made claims for provider-based reimbursement with respect to services furnished at off-campus outpatient locations only if eligible therefore in compliance with Health Care Laws; (e) has not received written notice from any such Government Program regarding a proposed or actual reduction in standing or any limitation on its participation in any such Government Program within the past three (3) years; and (f) has not received written notice from the Centers for Medicare & Medicaid Services ("CMS") regarding a reduction in a Legacy Health Entity's (or any such Legacy Health Entity's facilities') quality star rating within the past three (3) years.

4.8.2 Except as set forth in Section 4.8.2 of the Legacy Health Disclosure Schedules, the billing practices of the Legacy Health Entities with respect to all direct or Third Party Payors are currently and have been for the past three (3) years in material compliance with all applicable Health Care Laws. Except as set forth in Section 4.8.2 of the Legacy Health Disclosure Schedules, for the past three (3) years, no Legacy Health Entity has knowingly presented or caused to be presented to any Third Party Payor any claim for payment for an item or service in violation of any Health Care Law or under the common law or administrative theories of recoupment, unjust enrichment, disgorgement, conversion, breach of contract or fraud. Except as set forth in Section 4.8.2 of the Legacy Health Disclosure Schedules, to the Knowledge of Legacy Health, no Legacy Health Entity has, in the past three (3) years, knowingly billed, or received and retained, any payment or reimbursement in excess of amounts allowed by: (a) applicable Health Care Laws, (b) the applicable reimbursement rates established from time to time by Government Programs; or (c) the terms of each participating provider or supplier agreement or similar contract or arrangements with Third Party Payors, except for routine billing errors in individual patient bills that are (i) not part of a pattern or practice; (ii) immaterial in amount and significance (including legal significance); and (iii) for which any corresponding overpayment has been timely returned to, or recouped by, the applicable Third Party Payor programs.

4.8.3 No Legacy Health Entity has any material outstanding liabilities to any Third Party Payor for the recoupment of any material amounts previously paid to such Legacy Health Entity by any such Third Party Payor, other than those that may arise and be resolved in

the ordinary course of business without resulting in any material adverse effect on the financial condition or operations of any Legacy Health Entity.

4.8.4 Each Legacy Health Entity has timely filed all claims required to be filed in connection with its participation with its Third Party Payors in the ordinary course of business, all of which are complete and correct in all material respects. Except as set forth in Section 4.8.4 of the Legacy Health Disclosure Schedules, there are no claims, actions or appeals pending before any commission, board or agency, including the Provider Reimbursement Review Board, CMS, any State Health Agency, or other Government Entity, with respect to any Government Program claims filed by any Legacy Health Entity with any Third Party Payor, nor have there been any disallowances by any commission, board or agency in connection with any audit inquiry or review of such claims which are not recorded on Legacy Health's financials and in the aggregate exceed Two Hundred Fifty Thousand Dollars (\$250,000). No Legacy Health Entity has within the past three (3) years received written notice from the HHS-OIG, or other Government Program, or any contractor to any Government Program challenging such Legacy Health Entity's right to reimbursement as billed, which, if determined adversely to such Legacy Health Entity would materially and adversely affect the operation or revenues or expenses of such Legacy Health Entity. To the Knowledge of Legacy Health, no event has occurred in the past three (3) years which with the giving of notice, the passage of time, or both would result in or would provide the basis for termination of (a) any Legacy Health Entity's (as applicable) Medicare or Medicaid provider or supplier agreement; or (b) any participating provider agreement or similar contract or arrangements between any Legacy Health Entity and its respective Third Party Payors.

4.8.5 The Legacy Health Entities have timely filed all required cost reports required to be filed for all of the last three (3) fiscal years through and including the fiscal year ended March 31, 2023, and all such cost reports were prepared in material compliance with all applicable Health Care Laws. All such cost reports accurately reflect the material information required to be included therein and such cost reports do not claim, and no Legacy Health Entity has knowingly claimed, received, or retained reimbursement in any amount in excess of the amounts provided by applicable Legal Requirements or any applicable agreement. Section 4.8.5 of the Legacy Health Disclosure Schedules indicates those cost reports of the Legacy Health Entities that have not been audited and finally settled and describes all notices of program reimbursement, proposed or pending audit adjustments, self-identified errors, disallowances, appeals of disallowances, credit balances, and any other material unresolved claims or disputes in respect of such cost reports, and the estimated value of any such adjustment, error, disallowance, appeal, credit balance, unresolved claim or other dispute. The Legacy Health Entities have established reserves, consistent with GAAP and with the past practices of the Legacy Health Entities, to cover all potential reimbursement obligations that the Legacy Health Entities may have in respect of any such third-party cost reports, and such reserves are set forth in the Financial Statements.

4.8.6 Each applicable Legacy Health Entity that has utilized the program under section 340B of the Public Health Service Act (the "**340B Program**") has been for the past three (3) years and is in material compliance with all applicable requirements as to purchasing, dispensing, use, accounting, billing, and other requirements of such program. Section 4.8.6 of the Legacy Health Disclosure Schedules list all material manufacturer audits, all audits performed by

applicable Legacy Health Entities at the request of a manufacturer, all self-audits performed by applicable Legacy Health Entities as part of their own compliance or related activities and all audits performed by the Health Resources and Services Administration within the HHS, in each case limited to those audits (i) conducted within the past three (3) years; (ii) relating to the participation of any Legacy Health Entity in the 340B Program and/or any associated refunds to manufacturers; and (iii) involving a repayment in excess of One Hundred Thousand Dollars (\$100,000). Section 4.8.6 of the Legacy Health Disclosure Schedules sets forth (a) the date the audit was requested and commenced; (b) the manufacturer or other entity conducting or initiating the audit; (c) the period covered by the audit; (d) the current status of the audit (e.g., ongoing, completed, under appeal, etc.); (e) any amounts that the manufacturer has requested to be repaid, to date; and (f) any amounts actually repaid to the manufacturer by the Legacy Health Entity to date, directly or indirectly.

4.9 Data Privacy.

4.9.1 Each Legacy Health Entity has all rights, authority, consents and authorizations, or permitted waivers of the same, necessary to receive, access, use, disclose and otherwise process, in each case in material compliance with applicable Information Privacy and Security Laws, the Personal Information in their possession or under their control in connection with the operation of their business as presently conducted. Each Legacy Health Entity has made all material disclosures required to process Personal Information, in connection with the operation of their business as presently conducted, in material compliance with applicable Information Privacy and Security Laws.

4.9.2 Each Legacy Health Entity's receipt, collection, monitoring, maintenance, creation, transmission, use, analysis, disclosure, storage, disposal and security of Personal Information has at all times during the last three (3) years materially complied with, and currently complies, with (a) any contracts to which such Legacy Health Entity is a party, except where it would not give rise to a material and adverse effect on any of the Legacy Health Entities, (b) all applicable Information Privacy and Security Laws, and (c) all consents and authorizations that apply to such Legacy Health Entity's receipt, access, use or disclosure of such Personal Information.

4.9.3 Where applicable and required, each Legacy Health Entity has entered into Business Associate agreements, as defined under HIPAA, with each third party (a) for which such Legacy Health Entity acts as a Business Associate (as defined under HIPAA) or (b) that acts as a Business Associate to such Legacy Health Entity, in each case as required by, and in material conformity with, applicable Information Privacy and Security Laws. No Legacy Health Entity (i) is, to the Knowledge of Legacy Health, under investigation by any Government Entity for a violation of any Information Privacy and Security Law; or (ii) in the past five (5) years has received any written notices from the HHS Office for Civil Rights, the DOJ, the FTC, or the Attorney General of any state or territory of the United States relating to any such violations.

4.9.4 Except as provided in Section 4.9.4 of the Legacy Health Disclosure Schedules, employees of the Legacy Health Entities who have access to Personal Information have received documented training (in accordance with industry standards) to the extent required by applicable Information Privacy and Security Laws.

4.9.5 Each Legacy Health Entity has adopted policies and procedures with respect to privacy, data protection, security, processing, collection, disclosure and use of Personal Information gathered, used, disclosed or accessed in the course of the operations of such Legacy Health Entity, and those policies and procedures are in material compliance with applicable Information Privacy and Security Laws.

4.9.6 Each Legacy Health Entity has implemented and maintains an information security program that: (a) materially complies with all applicable Information Privacy and Security Laws and is reasonable and appropriate given the nature of the Personal Information maintained by, and the operations of, each respective Legacy Health Entity; (b) includes processes for identifying internal and external risks to the security of any Personal Information; (c) includes measures that monitor and protect Personal Information and all IT Assets against unauthorized use, access, interruption, modification or corruption; (d) implements, monitors, and maintains administrative, organizational, technical, and physical safeguards to protect its Personal Information and IT Assets that are commercially reasonable and appropriate given each respective Legacy Health Entity's operations; and (e) maintains incident response and notification procedures in material compliance with applicable Information Privacy and Security Laws.

4.9.7 To the extent required by applicable Information Privacy and Security Laws, during the past three (3) years, each Legacy Health Entity has performed a security risk assessment that materially meets (a) the standards set forth at 45 C.F.R. § 164.308(a)(1)(ii)(A), including an assessment as described at 45 C.F.R. § 164.306(d)(3), taking into account factors set forth in 45 C.F.R. § 164.306(a)–(c), and (b) any requirements to perform security assessments under any applicable Information Privacy and Security Law (collectively, each a “**Security Risk Assessment**”). Except as set forth on Section 4.9.7 of the Legacy Health Disclosure Schedules, each Legacy Health Entity has addressed and remediated all high or critical risk threats and deficiencies, and has addressed and remediated or is in the process of remediating all medium risk threats and deficiencies, identified in each such Security Risk Assessment.

4.9.8 To the Knowledge of Legacy Health, each Legacy Health Entity has protected the confidentiality, integrity and security of its Personal Information and all IT Assets in conformance in all material respects with applicable Information Privacy and Security Laws.

4.9.9 Except as set forth in Section 4.9.9 of the Legacy Health Disclosure Schedules, during the past three (3) years, there has been no data security breach or unauthorized access, control, use, modification or destruction of any IT Asset, or unauthorized access, use, acquisition or disclosure of any Personal Information owned, used, stored, received, or controlled by or on behalf of any Legacy Health Entity, including any unauthorized access, use or disclosure of Personal Information that would constitute a breach for which notification to individuals and/or any Government Entity is required under any applicable Information Privacy and Security Laws (collectively, “**Data Breaches**”). With respect to any such Data Breaches identified on Section 4.9.9 of the Legacy Health Disclosure Schedules, the applicable Legacy Health Entity has made all notifications/disclosures to affected individuals and Government Entities mandated by applicable Information Privacy and Security Laws and has taken all other remedial measures mandated by applicable Information Privacy and Security Laws. Section 4.9.9 of the Legacy Health Disclosure Schedules (a) lists all fines, penalties and other sanctions imposed or, to the Knowledge of Legacy Health, threatened by any Government Entity in connection with any such

Data Breaches; and (b) identifies all Data Breaches that have been disclosed to Government Entities and which remain “open” or “unresolved” by such Government Entity.

4.9.10 Each Legacy Health Entity has identified, documented, investigated, and materially contained, remediated and eradicated each known “security incident” (as defined in 45 C.F.R. § 164.304) related to any IT Asset or Personal Information of such Legacy Health Entity.

4.9.11 In the past three (3) years, no Action has been commenced against any Legacy Health Entity, nor is any Action pending or, to the Knowledge of Legacy Health, threatened against any Legacy Health Entity or its “workforce” (as defined in 45 C.F.R. § 160.103) regarding or relating to any Legacy Health Entity’s processing of Personal Information.

4.10 Real Property.

4.10.1 A Legacy Health Entity is the sole owner and holds good and marketable fee simple title to each of the real properties listed in Section 4.10.1 of the Legacy Health Disclosure Schedules, together with all Improvements thereon and all appurtenances and rights thereto, (the “**Owned Real Property**”), free and clear of any and all Liens except for Permitted Liens.

4.10.2 A Legacy Health Entity holds a good and valid leasehold interest in each of the real properties listed in Section 4.10.2 of the Legacy Health Disclosure Schedules (the “**Leased Real Property**” and, together with the Owned Real Property, the “**Real Property**”), free and clear of any and all Liens except for Permitted Liens. No Legacy Health Entity owns or leases any real property other than the Real Property. Legacy Health has delivered to OHSU true, correct and complete copies, in all material respects, of each lease, sublease, license or other occupancy agreement in its possession pursuant to which it leases, subleases, licenses or otherwise occupies any Leased Real Property and all amendments and guaranties related thereto.

4.10.3 With respect to the Real Property, except as set forth in Section 4.10.3 of the Legacy Health Disclosure Schedules:

4.10.3.1 No Legacy Health Entity has entered into or is a party to any Lease with any Person (other than another Legacy Health Entity) for such Person to occupy any portion of any of the Real Property, other than pursuant to third party tenant leases and subleases with expected payments in excess of Five Hundred Thousand Dollars (\$500,000) per year described in Section 4.10.3.1 of the Legacy Health Disclosure Schedules (“**Real Property Third Party Leases**”); accurate, in all material respects, copies of such Real Property Third Party Leases in the possession of Legacy Health have been made available to OHSU;

4.10.3.2 Except pursuant to the terms of any Real Property Third Party Leases, no Legacy Health Entity has granted any outstanding options, rights of first offer, rights of first refusal to purchase, or other contractual rights of possession to occupy, purchase, acquire, license, lease or use the Real Property, or any portion thereof or interest therein;

4.10.3.3 No Legacy Health Entity has granted, and to the Knowledge of Legacy Health, there are no contractual restrictions that preclude or restrict the ability of the

applicable Legacy Health Entity to use the Real Property as currently used, and, to the Knowledge of Legacy Health, there are no material defects or material adverse physical conditions affecting the Real Property that would preclude or restrict the ability of the applicable Legacy Health Entity to use the Real Property as currently used. Except as disclosed in Section 4.10.3.3 of the Legacy Health Disclosure Schedules, all Improvements and Fixtures on the Owned Real Property, and to the Knowledge of Legacy Health on the Leased Real Property, are adequately maintained in the ordinary course of business of the Legacy Health Entities, consistent with past practice, and are in good operating condition and repair (ordinary wear and tear excepted), and are fit for the purposes for which such Improvements and Fixtures are currently being used;

4.10.3.4 No Legacy Health Entity has entered into, and to the Knowledge of Legacy Health, except for the Permitted Liens, there are no unrecorded documents, agreements or other instruments containing covenants, conditions, or restrictions that materially affect the Owned Real Property. To the Knowledge of Legacy Health, the Owned Real Property is in compliance in all material respects with all CC&Rs. To the Knowledge of Legacy Health, there are no pending or proposed amendments to any such CC&Rs, and, during the past twelve (12) months, the Legacy Health Entities have not received written notice that any portion of the Owned Real Property is in violation of any CC&Rs that remains uncured;

4.10.3.5 During the past twelve (12) months, no Legacy Health Entity has received written or posted notice of condemnation of any existing or proposed plans to modify or realign any street or highway, or any existing or proposed eminent domain proceeding by any Government Entity in connection with any of the Owned Real Property that have not otherwise been revoked or abandoned, or consummated;

4.10.3.6 During the past twelve (12) months, no Legacy Health Entity has received any written notice of any unsatisfied requests for repairs, restorations or Improvements to any Owned Real Property from any Government Entity;

4.10.3.7 To the Knowledge of Legacy Health, all Owned Real Property is in material compliance with all applicable zoning ordinances and other Legal Requirements (including with respect to adequacy of parking and compliance with applicable transportation management plans). Neither Legacy Health nor any other Legacy Health Entity has received any written notice from any Government Entity of any material violation of any applicable zoning ordinance or other Legal Requirement relating to the operation of the Owned Real Property (including with respect to adequacy of parking and access to transportation). To the Knowledge of Legacy Health, there is no Action pending to materially change the zoning or building ordinances or any other Legal Requirements affecting the Owned Real Property and, during the past twelve (12) months, neither Legacy Health nor any other Legacy Health Entity has received any written notice from any Government Entity regarding any such proposed change;

4.10.3.8 During the past twelve (12) months, neither Legacy Health nor any other Legacy Health Entity has received any written notice from any insurance company that has issued a policy with respect to any Owned Real Property requiring performance of any structural or other material repairs or alterations to such Owned Real Property, which repairs or alterations have not been substantially completed;

4.10.3.9 During the past twelve (12) months, neither Legacy Health nor any other Legacy Health Entity has received any written notice of any proposed new assessment or levy (or increase in assessment or levy) from any Government Entity with jurisdiction over all or any part of the Owned Real Property;

4.10.3.10 (a) to the extent applicable based on the current uses thereof and activities conducted thereon, adequate water, sanitary sewer, storm sewer, drainage, electric, telephone, gas and other public utility systems are available to the Real Property; and (b) neither Legacy Health nor any other Legacy Health Entity has received any written threat or notice of termination from providers of the foregoing utility systems during the past twelve (12) months; and

4.10.3.11 All real estate taxes and assessments, except for Permitted Liens, levied against the Owned Real Property and due and payable on or before the Effective Time have been paid.

4.11 Employee Benefit Plans.

4.11.1 Section 4.11.1 of the Legacy Health Disclosure Schedules sets forth a true and complete list of each “employee benefit plan” (as such term is defined in Section 3(3) of ERISA), whether or not subject to ERISA, and other similar plan, policy, contract, commitment, understanding or arrangement, whether written or unwritten, for the benefit of any current or former employee or independent contractor of any Legacy Health Entity, including each profit sharing plan, money-purchase pension plan, defined benefit pension plan, tax-sheltered or other annuity plan, non-qualified deferred compensation plan, multiemployer (union) pension plan, multiple employer pension plan, supplemental retirement plan, excess benefit plan, and any other type of tax-qualified or other form of retirement plan, policy, contract, commitment, understanding or arrangement, each medical, surgical, hospital or other healthcare plan/insurance plan, dental, vision or hearing benefits plan, short-term disability, sick leave or other form of salary continuation plan/insurance plan relating to injury or illness, long-term disability plan, long-term care plan, employee assistance plan, group term or whole life insurance plan, business travel, accident coverage or accidental death and dismemberment coverage plan, prepaid legal services plan, severance pay plan or arrangement, layoff or unemployment benefits plan, day care center or other dependent care assistance plan, educational assistance or tuition reduction plan, vacation, personal days or other paid time-off program, cafeteria plan, flexible spending account, union-sponsored welfare plan, business expense reimbursement or employee discount arrangement, and any other type of welfare benefit or fringe benefit plan, policy, contract, commitment, understanding or arrangement, and each continuation pay or termination pay plan, change of control or retention plan, incentive compensation or executive compensation plan, equity or equity-based compensation plan, or employment or consulting agreement or other similar plan, policy, contract, commitment, understanding or arrangement, in each case that is maintained by, contributed to or sponsored by any Legacy Health Entity or any ERISA Affiliate, or with respect to which any Legacy Health Entity or any ERISA Affiliate is a party or has any obligations or liability (contingent, secondary or otherwise) including, if applicable, a plan contributed to or sponsored by an ERISA Affiliate to which any Legacy Health Entity has any liability, or under which any Employees benefit, or have benefited, by reason of their employment by any Legacy Health Entity or any ERISA Affiliate (collectively, the “**Plans**”) have been made available to OHSU. Neither

any Legacy Health Entity nor any ERISA Affiliate has made any written commitment to establish any new Plan or to materially modify any Plan (except to the extent required by Legal Requirements).

4.11.2 For the past three (3) years, each Plan (and each related trust, insurance contract or fund) has been established, maintained and administered, in all material respects, in accordance with its terms and with the applicable requirements of ERISA, the Code, COBRA and all other applicable Legal Requirements.

4.11.3 All contributions (including all employer contributions and employee salary reduction contributions), expenses and unfunded liabilities for prior Plan years that are due under the terms of any Plan or applicable Legal Requirements have been made within the time periods prescribed by ERISA, the Code, and applicable Legal Requirements with respect to each Plan, and all contributions for any period ending on or before the Closing Date that are not yet due have been paid to each Plan (or related trust) or have been accrued in accordance with GAAP or other local law accounting requirements.

4.11.4 Legacy Health, on behalf of itself and the other Legacy Health Entities, has made available to OHSU true, current and complete copies of the following for each Plan, to the extent applicable: (a) the plan documents constituting each Plan and all amendments thereto (or, if a Plan is not written, a description thereof); (b) the most recent summary plan description together with the summaries of material modifications thereto, if any, required under ERISA; (c) the three most recent Annual Reports (Forms 5500) with all accompanying schedules and attachments filed with the U.S. Department of Labor (“**DOL**”); (d) the most recent actuarial valuation or financial statement; (e) all related trust agreements, insurance contracts, and other funding arrangements; (f) the most recent plan year’s discrimination test results; (g) as to any vacation, salary continuation, personal days or other paid time-off program, the total dollar amount accrued under each such program to date; and (h) all material Plan-related correspondence with a Government Entity related to potential non-compliance with applicable Legal Requirements during the past three (3) years.

4.11.5 Except as disclosed in Section 4.11.5 of the Legacy Health Disclosure Schedules, neither any Legacy Health Entity nor any ERISA Affiliate currently maintains, sponsors, contributes to, has, in the last three (3) years, maintained, sponsored, or contributed to, or has any liability (contingent, secondary or otherwise) under (or with respect to) any “defined benefit plan” (as defined in Section 3(35) of ERISA), or any “multiemployer plan” (as defined in Section 3(37) of ERISA), or otherwise has any liability (contingent, secondary or otherwise) under Title IV of ERISA. Except as disclosed in Section 4.11.5 of the Legacy Health Disclosure Schedules, there has been no application for or waiver of the minimum funding standards imposed by Section 302 of ERISA and Section 412 of the Code with respect to any Plan; no Plan has an “accumulated funding deficiency” within the meaning of Section 412 or Section 431 of the Code or “aggregate unpaid minimum required contributions” within the meaning of Section 412 of the Code; there has been no “reportable event” (within the meaning of Section 4043 of ERISA) with respect to any Plan for which notice has been required to the Pension Benefit Guaranty Corporation (“**PBGC**”), and sufficient accruals for all contributions and other payments for any period ending on or before the Closing that are not yet due are duly and fully provided for in the Financial Statements.

4.11.6 There have been no material non-exempt prohibited transactions (as defined in Section 406 of ERISA or Section 4975 of the Code) with respect to any Plan; no fiduciary (as defined in Section 3(21) of ERISA) has any material liability for any breach of fiduciary duty or any other failure to act or comply in connection with the administration nor investment of the assets of any Plan; and no Action by or on behalf of any Plan, by any Person or beneficiary covered under any such Plan that relates to any such Plan, or otherwise involving any such Plan (other than routine claims for benefits) is pending or, to the Knowledge of Legacy Health, threatened.

4.11.7 Except as disclosed in Section 4.11.7 of the Legacy Health Disclosure Schedules, except as required under COBRA, neither any Legacy Health Entity nor any ERISA Affiliate has any obligation to provide medical, health, or life insurance or other welfare type benefits to Employees or Independent Contractors (or their beneficiaries) beyond their termination of employment or service. Neither any Legacy Health Entity nor any ERISA Affiliate has maintained or contributed to a trust that is subject to Section 501(c)(9) of the Code.

4.11.8 All insurance premiums owed by any Legacy Health Entity have been paid in full, subject only to normal retrospective adjustments in the ordinary course, with respect to the Plans for plan or contract years ending on or before the Closing Date. All insurance premiums due or payable by any Legacy Health Entity with respect to the periods from the end of the most recent plan or contract year to and including the Closing Date have been paid or accrued in the consolidated Financial Statements in accordance with GAAP.

4.11.9 Except as disclosed in Section 4.11.9 of the Legacy Health Disclosure Schedules, no Plan maintained by any Legacy Health Entity is currently, or within the last three (3) years has been, under audit, inquiry, or investigation by the IRS, DOL or PBGC, and, to the Knowledge of Legacy Health, there are no outstanding items or investigations with reference to such Plans pending before any Government Entity; other than routine claims for benefits, there are no Actions pending or, to the Knowledge of Legacy Health, investigations pending or Actions threatened against or with respect to any such Plans or the assets of any such Plan; and there are no pending or, to the Knowledge of Legacy Health, threatened claims by or on behalf of such Plans or by any Employee alleging a breach or breaches of fiduciary duties or violations of other applicable Legal Requirements that could result in material liability on the part of any Legacy Health Entity or the Plans under any applicable Legal Requirement.

4.11.10 The consummation of any or all of the contemplated Transactions hereunder will not (either alone or upon the occurrence of any additional or subsequent events):

4.11.10.1 Accelerate the time of payment, funding or vesting, trigger any payment of compensation or benefits or forgiveness of indebtedness under, increase the amount payable under or trigger any other obligation pursuant to, any of the Plans;

4.11.10.2 Increase the amount of compensation due to any current or former employee or independent contractor of any Legacy Health Entity;

4.11.10.3 Result in any “disqualified individual” receiving any “excess parachute payment” (each such term as defined in Section 280G of the Code);

4.11.10.4 Limit or restrict the right of any Legacy Health Entity to amend, terminate or transfer the assets of any Plan on or following the Closing Date;

4.11.10.5 Result in a violation of the terms of any of the Plans; or

4.11.10.6 Cause any Legacy Health Entity to be required to transfer or set aside any assets to fund any benefits under any Plan.

4.11.11 No condition exists that would prevent the amendment or termination, to the extent permissible under applicable Legal Requirements, of any Plan assumed or continued by OHSU pursuant to the Transactions contemplated by this Agreement without material liability, other than the (a) obligation for ordinary benefits accrued prior to the termination of such Plan; and (b) the payment of any insurance premiums and plan administration fees for the remaining term of the applicable contract.

4.11.12 Any fidelity bond required to be obtained under ERISA with respect to any Plan has been properly obtained and is in full force and effect.

4.11.13 Except as disclosed in Section 4.11.13 of the Legacy Health Disclosure Schedules, no Legacy Health Entity is a party to, or otherwise obligated under, any contract, plan or arrangement that provides for a “*gross-up*,” make-whole or similar payment in respect of any Tax that may become payable under Section 409A or Section 4999 of the Code.

4.11.14 Each Plan that is a non-qualified deferred compensation plan subject to Section 409A of the Code has been maintained and administered in material compliance with, and complies in all material respects in form and operation with, the applicable requirements of Section 409A of the Code.

4.11.15 Each Plan that is also a “group health plan” for purposes of the Patient Protection and Affordable Care Act of 2010 (Pub. L. No. 111-148) and the Health Care and Education Reconciliation Act of 2010 (Pub. L. No. 111-152) (collectively, the “**Affordable Care Act**”) is in compliance with the applicable terms of the Affordable Care Act. The Legacy Health Entities offer minimum essential health coverage, satisfying affordability and minimum value requirements, to its full-time Employees sufficient to prevent liability for assessable payments under Section 4980H of the Code.

4.12 Litigation. Section 4.12 of the Legacy Health Disclosure Schedules sets forth an accurate list of all pending Actions with respect to any Legacy Health Entity or to which any Legacy Health Entity is a party (other than Actions that are not reasonably expected to result in judgments or settlement amounts of One Million Dollars (\$1,000,000) or less). No Legacy Health Entity is in material default under any order of any Government Entity wherever located. Other than those included in Section 4.12 of the Legacy Health Disclosure Schedules, there are no (a) Actions pending or, to the Knowledge of Legacy Health, threatened in writing against any Legacy Health Entity, or (b) Actions pending or, to the Knowledge of Legacy Health, threatened in writing against a third party in which any Legacy Health Entity is the claimant or plaintiff, in either case at law or in equity, or before or by any Government Entity wherever located. The Legacy Health Entities have at all times in the past three (3) years been in compliance with each judgment, decree,

order, corporate integrity agreement or governmental restriction to which any of them is or has been subject. To the Knowledge of Legacy Health, no event has occurred or circumstance exists that could constitute or result in (with or without notice or lapse of time) a violation of, or failure to comply with, any judgment, decree, order, corporate integrity agreement or governmental restriction to which any Legacy Health Entity is subject.

4.13 Environmental Laws.

4.13.1 Except as provided in Section 4.13.1 of the Legacy Health Disclosure Schedules, the Legacy Health Entities comply with and, for the last three (3) years have complied with, all Environmental Laws in all material respects.

4.13.2 (a) Except as provided in Section 4.13.2(a) of the Legacy Health Disclosure Schedules, the Legacy Health Entities have timely applied for and currently maintain all material Environmental Permits necessary to own and operate the business and assets of the Legacy Health Entities as currently owned and operated, including the facilities of the Legacy Health Entities and the Real Property, and no Action is pending or, to the Knowledge of Legacy Health, threatened, to revoke, modify, suspend or terminate any such material Environmental Permit. (b) A true and correct list of all such material Environmental Permits is set forth in Section 4.7 of the Legacy Health Disclosure Schedules.

4.13.3 Except as provided in Section 4.13.3 of the Legacy Health Disclosure Schedules, during the past three (3) years, no Legacy Health Entity has received any written information request arising under any Environmental Law from a Government Entity or any written citation, directive, notice, order, summons, claim, lien, complaint, demand, potentially responsible party letter, warning, or any other written communication regarding material Environmental Liabilities of or a violation of any applicable Environmental Law by a Legacy Health Entity.

4.13.4 Except as provided in Section 4.13.4 of the Legacy Health Disclosure Schedules, no Legacy Health Entity has (a) caused any Release of, exposed any person to, or arranged, by contract, arrangement, or otherwise for the treatment or disposal of any Hazardous Materials, or (b) to the Knowledge of Legacy Health, owned, operated or leased any property or facility where a Release of Hazardous Materials has occurred, and, in each case of (a) and (b), which would reasonably be expected to result in material Environmental Liabilities for any Legacy Health Entity.

4.13.5 Except as provided in Section 4.13.5 of the Legacy Health Disclosure Schedules, no Legacy Health Entity has any material Environmental Liabilities, and other than as may be provided in lease agreements for the Legacy Health Entities, no Legacy Health Entity has assumed any obligation or liability under Environmental Laws with respect to Hazardous Materials.

4.13.6 Except as provided in Section 4.13.6 of the Legacy Health Disclosure Schedules, no Legacy Health Entity owns or operates, and to the Knowledge of Legacy Health, none of the following are present at, on, under or in the Real Property or the facilities of the Legacy Health Entities: (a) aboveground or underground storage tanks; or (b) landfills, land deposits,

dumps or surface impoundments, or other units for the treatment or disposal of Hazardous Materials. To the Knowledge of Legacy Health Entities there is no asbestos, polychlorinated biphenyls, lead-based paint, or toxic mold at the Real Property or the facilities of the Legacy Health Entities.

4.13.7 Except as provided in Section 4.13.7 of the Legacy Health Disclosure Schedules, to the Knowledge of Legacy Health, no PFAS-containing Aqueous Film Forming Foam has been present or has been deployed at the Real Property.

4.13.8 Legacy Health has made available to OHSU a true, correct and complete copy of (a) all final environmental assessments and reports, including all Phase I and Phase II environmental site assessments, and all material documents related to the environmental condition of any of the Real Property or any real property formerly owned, operated or leased by any Legacy Health Entity, and (b) any final audits, reports or material documents relating to any Legacy Health Entity's compliance with Environmental Laws, in each case (with respect to both (a) and (b)) that are in the possession or control of any Legacy Health Entity.

4.14 Taxes.

4.14.1 For the past three (3) years, the Legacy Health Entities have all filed on a timely basis (subject to extensions duly obtained) all federal, state and local tax returns and reports, including applicable income, payroll, employment, withholding, information, excise, sales, real and personal property, use and occupancy, business and occupation, gross receipts, mercantile, real estate, escheats, PILOT, FBAR, capital stock and franchise or other taxes (collectively, "**Taxes**") required to be filed by them (collectively, the "**Tax Returns**"). All Tax Returns are true and correct in all material respects and accurately reflect the tax liabilities of the Legacy Health Entities. All amounts shown as due on the Tax Returns, if any, have been or will be paid on a timely basis (including any interest or penalties and amounts due to state unemployment authorities) to the appropriate tax authorities or have been adequately reserved against on the Financial Statements.

4.14.2 For the past three (3) years, the Legacy Health Entities have withheld proper and accurate amounts from their respective employees' compensation in compliance with all withholding and similar provisions of the Code, including employee withholding and social security taxes, non-resident alien withholding and reporting, and any and all Legal Requirements, and no Legacy Health Entity is liable for any arrears of any tax or penalties for failure to comply with the foregoing. All such amounts have been duly and timely remitted to the proper taxing authority or have been adequately reserved against on the Financial Statements.

4.14.3 For the past three (3) years, no material deficiencies for any Taxes have been asserted or threatened, and no audit of any Tax Returns is currently under way or threatened. There are no outstanding agreements between any Legacy Health Entity and any taxing authority for the extension of time for the assessment of any Taxes, and, to the Knowledge of Legacy Health, no Action is threatened against any Legacy Health Entity with respect to Taxes. No Legacy Health Entity has taken any position in respect of any federal, state or local Taxes that if determined to be improper would result in a materially detrimental impact to such Legacy Health Entity.

4.14.4 During the past three (3) years, no Tax Liens have been asserted or, to the Knowledge of Legacy Health, threatened against any of the assets of any Legacy Health Entity, and no Legacy Health Entity has received written notice of Tax Liens on any of the assets of the Legacy Health Entities.

4.14.5 Compensation provided by the Legacy Health Entities to their board members, officers, and employees during the past three (3) years has not been in excess of the amounts permitted by federal or state laws and regulations, including the provisions of the Code pertaining to Section 501(c)(3) tax-exempt organizations and all regulations promulgated thereunder.

4.14.6 Each Legacy Health Entity is in material compliance with the requirements under Section 501(r) of the Code and the regulations thereunder, as applicable.

4.14.7 To the Knowledge of Legacy Health, during the past three (3) years, there has not been an unauthorized conversion of any assets of the Legacy Health Entities constituting a significant diversion of assets (including, but not limited to, embezzlement or theft) within the meaning of diversions required to be reported on the applicable tax or information returns filed, or to be filed, by any Legacy Health Entity, as the case may be.

4.15 Employee Relations.

4.15.1 *Employees.* Legacy Health has delivered to OHSU a true and correct list of all Employees of the Legacy Health Entities, including for each, their (a) name or employee identification number, and job title; (b) employing entity; (c) the location of their principal place of employment; (d) date of hire; (e) whether employed on a full-time or part-time basis; (f) current base salary or hourly rate of compensation; (g) solely with respect to Employees with annual compensation in excess of Two Hundred Fifty Thousand Dollars (\$250,000), any other compensation payable to them (including, but not limited to compensation payable pursuant to a bonus target, incentive compensation target, deferred compensation or commission arrangements or other compensation); (h) classification under the Fair Labor Standards Act as exempt or non-exempt; (i) immigration status if not a U.S. citizen; (j) value of accrued, unused vacation time (or equivalent); and (k) whether such Employees are active or on leave and, if on leave, the type of leave (e.g., Family and Medical Leave Act or state or local equivalent intermittent or block leave, leave per Legacy Health policy, etc.), and the anticipated return date for any block leave. Legacy Health has also delivered to OHSU a true and correct list of all Independent Contractors of the Legacy Health Entities, including for each, their (i) name and contracting entity, if applicable; (ii) date of engagement; (iii) total annual compensation for the calendar years 2021, 2022 and 2023; and (iv) a brief description of the services provided.

4.15.2 *Union Matters.* Other than as set forth in Section 4.15.2 of the Legacy Health Disclosure Schedules, (i) none of the current Employees of the Legacy Health Entities are represented in his or her capacity as an Employee of a Legacy Health Entity by any labor organization, (ii) no Legacy Health Entity is a party to any collective bargaining or other labor contract with respect to such Employees, and (iii) to the Knowledge of Legacy Health, there is no pending union organization activity involving any such Employees nor are there currently any efforts to negotiate or enter into a collective bargaining agreement. Other than as set forth in

Section 4.15.2 of the Legacy Health Disclosure Schedules, there is not presently pending and, to the Knowledge of Legacy Health, there is not threatened: (a) any strike, slowdown, picketing or work stoppage; or (b) any pending Action against the Legacy Health Entities relating to the alleged violation of any Legal Requirement pertaining to labor relations or employment matters, including, but not limited to, any charge or complaint filed by an Employee or union with the National Labor Relations Board or any Government Entity involving an amount in controversy in excess of Two Hundred Fifty Thousand Dollars (\$250,000). Other than as set forth in Section 4.15.2 of the Legacy Health Disclosure Schedules, to the Knowledge of Legacy Health, there are no pending labor organization grievances against any Legacy Health Entity.

4.15.3 *Compliance.* Except as disclosed in Section 4.15.3 of the Legacy Health Disclosure Schedules, during the past three (3) years, to the Knowledge of Legacy Health, each of the Legacy Health Entities have complied in all material respects with all applicable Legal Requirements relating to employment, including but not limited to, equal employment opportunity; nondiscrimination; harassment; retaliation; fair employment practices; accommodations; disability rights or benefits; immigration; wages, hours, overtime, meals and rest breaks; classification of employees and Independent Contractors under the Fair Labor Standards Act and any similar state or local law; wages and overtime; affirmative action; collective bargaining; benefits; payment and withholding of employment, social security, and similar taxes; occupational safety and health; employee leave issues (including family and medical leave and sick leave); workers' compensation; the Immigration Reform and Control Act; the Worker Adjustment and Retraining Notification Act of 1988, as amended, and similar state and local laws (collectively, "**WARN Act**"); and any other related employment matters. In addition, except as set forth in Section 4.15.3 of the Legacy Health Disclosure Schedules: (a) no Legacy Health Entity is liable for the payment of any compensation, damages, taxes, fines, penalties, interest, or other amounts, however designated, for failure to comply with any Legal Requirements relating to employment; and (b) there are no pending, or to the Knowledge of Legacy Health, threatened complaints or claims before the Equal Employment Opportunity Commission (or any comparable state or local civil or human rights commission or other comparable Government Entity), the Occupational Safety and Health Administration (or any comparable state or local safety or health administration or other comparable Government Entity), the Office of Federal Contract Compliance Programs, or wage and hour or whistleblower complaints or claims before a Government Entity, and in each case, there have been no such complaints or claims in the past three (3) years.

4.15.3.1 *No Misclassification.* Each individual who currently is providing services or in the past three (3) years has provided services to any Legacy Health Entity that has been characterized as a secondee, consultant or independent contractor is and for the past three (3) years has been properly characterized as such. Legacy Health does not currently have any liability or owe any damages to any individual who is not currently on any Legacy Health Entity's payroll for any claim, demand or entitlement based upon employment status. To the Knowledge of Legacy Health, for the past three (3) years, no Person who is or was an employee of any Legacy Health Entity is or has been incorrectly classified as to such employee's status as exempt from overtime wages. For the past three (3) years, the Legacy Health Entities have continuously maintained accurate and complete records of all overtime hours worked by each Employee eligible

for overtime compensation and have compensated all Employees in accordance with the Legal Requirements of all jurisdictions in which the Legacy Health Entities maintain Employees.

4.15.3.2 *Workplace Misconduct.* Except as set forth on Section 4.15.3.2(1) of the Legacy Health Disclosure Schedules, in the past three (3) years, there has been no written allegation, complaint, charge or claim of harassment, assault, misconduct, discrimination or similar behavior on the basis of sex, gender, gender expression, gender identity, race, ethnicity, religion or national origin (a “**Misconduct Allegation**”) made against any Legacy Health Entity or any Person who is an officer, director, manager or supervisory-level Employee in such Person’s capacity as such for a Legacy Health Entity. Except as set forth on Section 4.15.3.2(2) of the Legacy Health Disclosure Schedules, in the past three (3) years, no Legacy Health Entity has entered into any settlement agreement, tolling agreement, non-disparagement agreement, confidentiality agreement or non-disclosure agreement, or any contract or provision similar to any of the foregoing, relating directly to any Misconduct Allegation against any Legacy Health Entity, or any Person who is an officer, director, manager or supervisory-level Employee.

4.16 Agreements and Commitments. Section 4.16 of the Legacy Health Disclosure Schedules sets forth an accurate list of the following written contracts, leases, and agreements currently in effect, to which any Legacy Health Entity is a party or by which any Legacy Health Entity is bound (the “**Material Contracts**”):

4.16.1.1 agreements with Third Party Payors for health care items and services furnished by providers or suppliers owned and operated by any of the Legacy Health Entities, in each case with expected payments in excess of Two Million Dollars (\$2,000,000) per year; provided, that Section 4.16.1.1 of the Legacy Health Disclosure Schedules only sets forth agreements with Third Party Payors with expected payments in excess of in excess of Ten Million Dollars (\$10,000,000) per year;

4.16.1.2 joint venture, partnership agreements, and other similar agreements relating to any joint venture or similar arrangement with respect to which a Legacy Health Entity holds an ownership interest in any Person (other than another Legacy Health Entity);

4.16.1.3 each contract with expected payments in excess of Three Hundred Thousand Dollars (\$300,000) per year with (a) a Person that is a licensed provider of health care items or services, including physician employment agreements, independent contractor agreements, or consulting agreements with a physician, physicians or a physician-owned entity; and (b) any Person that is a source of referrals to a Legacy Health Entity of healthcare services that are billed to Government Programs, or with Persons for whom a Legacy Health Entity is a source of referrals for healthcare services that are billed to Government Programs (including physicians, hospitals, skilled nursing facilities and provider networks);

4.16.1.4 each contract between Legacy Health Entity and any Employee that is not terminable at will by the Legacy Health Entity both without any penalty and without any obligation of the Legacy Health Entity to pay severance, termination, change of control or other amounts (other than accrued base salary, accrued commissions, accrued vacation pay and legally mandated benefits) in excess of One Hundred Thousand Dollars (\$100,000) per year;

4.16.1.5 Leases pursuant to which any Legacy Health Entity is granted the right to use any Leased Real Property as tenant, in each case with expected payments in excess of Five Hundred Thousand Dollars (\$500,000) per year (collectively, the “**Material Leases**”);

4.16.1.6 equipment leases or maintenance agreements contemplating payments in excess of One Million Dollars (\$1,000,000) per year;

4.16.1.7 contracts relating to Indebtedness of any Legacy Health Entity in excess of Five Million Dollars (\$5,000,000) (such contracts being, the “**Material Debt Contracts**”); provided, that Section 4.16.1.7 of the Legacy Health Disclosure Schedules only sets forth contracts relating to Indebtedness of any Legacy Health Entity in excess of Fifty Million Dollars (\$50,000,000);

4.16.1.8 any contract pursuant to which any Legacy Health Entity grants or acquires a right to use any Intellectual Property that is material to the business and/or operations of such Legacy Health Entity, other than (a) intercompany agreements between Legacy Health Entities, or (b) non-exclusive off-the-shelf licenses for software that contemplates payments by a Legacy Health Entity of less than Five Hundred Thousand Dollars (\$500,000) per year;

4.16.1.9 any contract that restricts the right of any Legacy Health Entity to use any Owned Intellectual Property in any material respect;

4.16.1.10 any collective bargaining agreements;

4.16.1.11 all contracts containing non-competition or non-solicitation provisions restricting the conduct of the Legacy Health Entities in any geographic area and which contemplate payments by or to the Legacy Health Entities in excess of Two Million Dollars (\$2,000,000) per year; provided, that Section 4.16.1.11 of the Legacy Health Disclosure Schedules only sets forth contracts containing non-competition or non-solicitation provisions restricting the conduct of the Legacy Health Entities in any geographic area and which contemplate payments by or to the Legacy Health Entities in excess of Six Million Dollars (\$6,000,000) per year;

4.16.1.12 all contracts granting any exclusive rights, most favored nation rights, rights of first refusal, rights of first negotiation or similar rights to any Person, including, but not limited to, the grant to any Person of any option, right of first refusal or preferential or similar right to purchase any of the assets of the Legacy Health Entities which contemplate payments by or to the Legacy Health Entities in excess of Two Million Dollars (\$2,000,000) per year; provided, that Section 4.16.1.12 of the Legacy Health Disclosure Schedules only sets forth contracts granting any exclusive rights, most favored nation rights, rights of first refusal, rights of first negotiation or similar rights to any Person, including, but not limited to, the grant to any Person of any option, right of first refusal or preferential or similar right to purchase any of the assets of the Legacy Health Entities which contemplate payments by or to the Legacy Health Entities in excess of Six Million Dollars (\$6,000,000) per year;

4.16.1.13 any corporate integrity agreements that are still in effect and/or pursuant to which the applicable Legacy Health Entity has outstanding obligations;

4.16.1.14 any settlement agreement with a Government Entity for which there are unfulfilled requirements or obligations, including corrective action plans;

4.16.1.15 any severance agreements, retention agreements and agreements prohibiting or requiring payments in excess of Two Hundred Fifty Thousand Dollars (\$250,000) per year to a person upon a Change of Control of Legacy Health; and

4.16.1.16 any other contract of any Legacy Health Entity which contemplates annual payments in excess of Two Million Dollars (\$2,000,000) in any year; provided, that Section 4.16.1.16 of the Legacy Health Disclosure Schedules only sets forth any other contracts of any Legacy Health Entity which contemplates annual payments in excess of Six Million Dollars (\$6,000,000) in any year.

4.16.2 Each Material Contract constitutes a valid and legally binding obligation of the Legacy Health Entity or Legacy Health Entities party thereto and is enforceable against such Legacy Health Entity or Legacy Health Entities, as applicable, in accordance with its terms, except as enforceability may be limited by: (a) general principles of equity, regardless of whether enforcement is sought in a proceeding in equity or at law; and (b) bankruptcy, insolvency, reorganization, moratorium or other similar laws of general application now or hereafter in effect relating to or affecting the enforcement of creditors' rights generally. Each Legacy Health Entity (in each case, to the extent a party thereto) is in material compliance with the terms and conditions of each Material Contract and, since the Interim Balance Sheet Date, no Legacy Health Entity has provided, or received from, any other Person that is a party to and bound by a Material Contract any written notice or other written communication regarding any actual or, to the Knowledge of Legacy Health, threatened violation or breach of, or default under, any Material Contract. To the Knowledge of Legacy Health, no other party to any Material Contract is in material breach thereof or default thereunder. As of the date that is six (6) months after the Execution Date, Legacy Health has made available to OHSU copies of each Material Contract, provided that any Material Contract entered into thereafter shall be made available to OHSU promptly after execution.

4.16.3 Except as set forth on Section 4.16.3 of the Legacy Health Disclosure Schedules, the consummation of the Transactions will not result in any material breach, termination right, liability, penalty, premium or variation of the rights, remedies, benefits or obligations of any party under any of the Material Contracts, or require the consent of or notice to any counterparty to any of the Material Contracts.

4.17 Related Party Transactions. Except as set forth in Section 4.17 of the Legacy Health Disclosure Schedules, to the Knowledge of Legacy Health: (a) no director, officer or Employee of, or physician employed by or under contract with any Legacy Health Entity currently has any interest in (i) any property or assets owned by any Legacy Health Entity, (ii) any interest in the Leased Real Property, (iii) any interest in any Affiliate or Partial Subsidiary of any Legacy Health Entity, or (iv) any interest in any vendor or supplier of any Legacy Health Entity; and (b) during the past three (3) years, other than employment-related agreements, no director or officer legally deemed an "insider" (under the Code) of any Legacy Health Entity has engaged in any transaction, indebtedness (including Indebtedness) or other arrangements with any Legacy Health Entity.

4.18 Insurance. Each Legacy Health Entity maintains and has maintained without interruption during the past five (5) years, insurance and/or actuarially sound self-insurance covering its property, operations, employees and liabilities with the types, coverages and amounts of insurance as are commercially reasonable and customary for comparable non-profit organizations operating in the same or similar lines of business in the communities within Oregon and Washington State where the applicable Legacy Health Entity operates. Section 4.18 of the Legacy Health Disclosure Schedules contains an accurate schedule of the insurance policies and self-insurance funds currently maintained by or on behalf of the Legacy Health Entities (the “**Insurance Policies**”), indicating the type of insurance, policy numbers, identity of insurers and insureds, amounts, and coverage. The Insurance Policies are in full force and effect with no premium arrearage. The Legacy Health Entities have given in a timely manner to their insurers all notices required to be given under the Insurance Policies with respect to all of the claims and actions to be covered by such insurance. The Legacy Health Entities have not received any notice or other written communication from any such insurance company canceling, non-renewing or materially amending any of the Insurance Policies, and no such cancellation, non-renewal or amendment is pending or, to the Knowledge of Legacy Health, threatened. The reserves set forth on the books of the Legacy Health Entities as of the Closing will be adequate and have been prepared in accordance with GAAP to cover all liabilities with respect to any self-insurance or co-insurance programs.

4.19 Medical Staff and Employed Physician Matters. Legacy Health has provided to OHSU true, correct, and complete copies of the bylaws, rules and regulations of the Legacy Health Medical Staff and other licensed health care facilities operated by the Legacy Health Entities, as well as a list of all current members of the Legacy Health Medical Staff, and all employed or contracted physicians or advanced practice clinicians. Except as set forth on Section 4.19 of the Legacy Health Disclosure Schedules, since the Interim Balance Sheet Date no Legacy Health Medical Staff members had their privileges at any Legacy Health Entity revoked or suspended or placed on hold, nor has any Legacy Health Medical Staff member resigned during the pendency of any investigation or proceeding that could lead to such actions. Except as set forth on Section 4.19 of the Legacy Health Disclosure Schedules, within the past three (3) years, all applicable Legacy Health Entities have materially complied with all applicable Legal Requirements (including without limitation applicable Health Care Laws) relating to required reports to the National Practitioner Data Bank, state medical boards and/or other Government Entities of disciplinary and other actions taken against any Legacy Health Medical Staff member or reportable events with respect to any Legacy Health Medical Staff member.

4.20 Intellectual Property; Computer Software.

4.20.1 Section 4.20.1(a) of the Legacy Health Disclosure Schedules lists all Owned Intellectual Property that is issued, registered or is the subject of an application for registration by or with any Government Entity or authorized private registrar in any jurisdiction (the “**Registered Intellectual Property**”), in each case listing (a) the jurisdiction in which such item of Registered Intellectual Property has been registered or filed and the applicable application, registration, or serial number and date of application and registration; and (b) the record owner and, if different, the legal owner and beneficial owner of such Registered Intellectual Property. Section 4.20.1(b) of the Legacy Health Disclosure Schedules lists each material unregistered

Trademark owned or purported to be owned by any Legacy Health Entity. None of the Registered Intellectual Property is the subject of any Action filed with the United States Patent and Trademark Office or any other Government Entity or authorized private registrar in any jurisdiction and none of the Registered Intellectual Property has lapsed, expired, or been abandoned or withdrawn. The Legacy Health Entities have taken all necessary measures to maintain the Registered Intellectual Property.

4.20.2 Except as set forth on Section 4.20.2 of the Legacy Health Disclosure Schedules, during the past three (3) years, to the Knowledge of Legacy Health, the conduct of the business of the Legacy Health Entities has not materially infringed upon, misappropriated, or otherwise violated, and is not materially infringing upon, misappropriating, or otherwise violating, the Intellectual Property rights of any third party. No Actions have been instituted, are pending or, to the Knowledge of Legacy Health, are threatened, that challenge the validity of the Legacy Health Entities' ownership or right to use the Owned Intellectual Property and, to the Knowledge of Legacy Health, there is no basis therefor.

4.20.3 Except as set forth on Section 4.16.1.9 of the Legacy Health Disclosure Schedules, the Legacy Health Entities have not granted any third party any right or license to use the Owned Intellectual Property, other than non-exclusive licenses granted in the ordinary course of business. During the past three (3) years, there have been no Actions brought, nor are there any Actions pending or threatened, by any Legacy Health Entity alleging infringement, misappropriation, or violation of any such Owned Intellectual Property by any other Person.

4.20.4 Except as set forth on Section 4.20.1 of the Legacy Health Disclosure Schedules, the Legacy Health Entities solely and exclusively own all right, title, and interest in and to all Owned Intellectual Property, free and clear of all Liens, other than Permitted Liens, and possess adequate and enforceable licenses or other rights to use all other Intellectual Property that is used or held for use by the Legacy Health Entities. The Owned Intellectual Property and the Intellectual Property licensed to a Legacy Health Entity pursuant to an Intellectual Property Agreement (collectively, the "**Legacy Health Intellectual Property**") constitutes all of the Intellectual Property used in the operation of the business of the Legacy Health Entities as currently conducted. The Owned Intellectual Property is valid, enforceable, and subsisting and is not subject to any outstanding Action, contract, or proceeding adversely affecting or that could reasonably be expected to adversely affect any Legacy Health Entities' ownership or use of any Owned Intellectual Property in any material respect. Except as set forth in Section 4.20.4 of the Legacy Health Disclosure Schedules, no Legacy Health Entity has granted to any Person or authorized any Person to retain any rights in any Owned Intellectual Property. To the extent that any Intellectual Property that is material to the business and/or operations of any Legacy Health Entity has been developed or created by an Employee, any current or former consultant or contractor of any of the Legacy Health Entities, or any other Person for or on behalf of any Legacy Health Entity, either such Person has executed a valid and enforceable agreement (that materially conforms to the form(s) made available to OHSU) that conveys to the applicable Legacy Health Entity full, effective, and exclusive ownership of all rights in such Intellectual Property (an "**IP Assignment Agreement**") or all ownership rights in such Intellectual Property are held by the applicable Legacy Health Entity by operation of law.

4.20.5 Other than the Intellectual Property Agreements, no licenses or other consents are required from any Person to permit any Legacy Health Entity to use the Legacy Health Intellectual Property in the conduct of the business as currently conducted. The consummation of the Transactions will not result in the loss of, or material impairment of, any ownership rights of any Legacy Health Entity in any Owned Intellectual Property or result in the material breach or termination of any Intellectual Property Agreement.

4.20.6 Except as set forth on Section 4.20.6 of the Legacy Health Disclosure Schedules, to the Knowledge of Legacy Health, no Legacy Health Entity is in default under or material breach of, any Intellectual Property Agreement and, to the Knowledge of Legacy Health, no event has occurred, and no circumstance or condition exists that will or could reasonably be expected to (i) constitute a material breach of, or default under any Intellectual Property Agreement by any Legacy Health Entity; or (ii) give any Person the right to terminate (except by non-renewal) or declare a default or otherwise exercise any remedy under any Intellectual Property Agreement.

4.20.7 The Legacy Health Entities have taken reasonable steps to maintain the confidentiality of and otherwise protect and enforce their rights in all Trade Secrets and any confidential information owned by any Person to whom the applicable Legacy Health Entity has a confidentiality obligation and, to the Knowledge of Legacy Health, no such Trade Secret or confidential information has been disclosed to any third party except pursuant to a binding confidentiality agreement. To the Knowledge of Legacy Health, there has not been any breach by any Employee, any current or former contractor or consultant of the Legacy Health Entities, or other Person of any confidentiality obligation to any Legacy Health Entity. Except as set forth on Section 4.20.7 of the Legacy Health Disclosure Schedules, all Employees and current and former independent contractors and consultants of the Legacy Health Entities who have had access to confidential or proprietary information of any Legacy Health Entity have entered into confidentiality agreements with such Legacy Health Entity in the forms made available to OHSU.

4.20.8 None of the source code owned or purported to be owned by a Legacy Health Entity (“**Legacy Health Source Code**”) has been published, disclosed, or put into escrow by any Legacy Health Entity for any reason. To the Knowledge of Legacy Health, no Person has unauthorized access to any of the Legacy Health Source Code. No Legacy Health product or Proprietary Software contains any Open Source Software.

4.20.9 To the Knowledge of Legacy Health, all IT Assets are free of any virus, malware, spyware, or other device or code (“**Malicious Code**”) that could reasonably be expected to disrupt, disable, or otherwise impair the normal operation of, or provide unauthorized access to, any IT Assets, or damage, destroy, or prevent access to or use of any data or file. The Legacy Health Entities have used commercially reasonable efforts to take steps to prevent the introduction of any Malicious Code into any IT Assets. The IT Assets are reasonably sufficient for the immediate and anticipated needs of the business as currently conducted. The IT Assets are in sufficiently good working condition to perform all information technology operations necessary for the conduct of the business as currently conducted. To the Knowledge of Legacy Health, there has been no unauthorized access, use, intrusion, breach of security, material failure, or other material adverse event affecting any IT Assets, in each case, that has caused or would reasonably be expected to affect the use, functionality, or performance of such IT Asset(s) or any product or system containing or used in conjunction with such IT Asset(s); cause any unauthorized access to

or use of any of the IT Assets; or cause any other loss, unauthorized disclosure, or use of any sensitive or confidential information. The Legacy Health Entities have used commercially reasonable efforts to take actions to protect the integrity and security of the IT Assets and the data and other information stored or processed thereon. The Legacy Health Entities maintain and adhere to commercially reasonable backup and data recovery, disaster recovery, and business continuity plans, procedures, and facilities.

4.21 Research.

4.21.1 Section 4.21.1 of the Legacy Health Disclosure Schedules sets forth any active and ongoing material sponsored research or clinical trial agreements of a Legacy Health Entity with life science or other companies, or with non-profit organizations, universities, colleges, or other educational institutions or governmental sponsors of research (collectively, “**Research Sponsors**”). There are no pending or outstanding material disputes concerning any Legacy Health Entity’s involvement in the conduct of any such research or clinical trials, or compliance with any requirements of any Research Sponsor or applicable Institutional Review Board (“**IRB**”), approved research protocols, or, where applicable, the United States Federal Food, Drug, and Cosmetic Act of 1938 (21 U.S.C. §§ 301 – 399h) (“**FDCA**”), 2 C.F.R. 200, and 45 C.F.R. Part 46 (collectively, “**Research Requirements**”).

4.21.2 Except as set forth on Section 4.21.2 of the Legacy Health Disclosure Schedules, in the past three (3) years, no sponsored research or clinical trials of a Legacy Health Entity with any Research Sponsor has been suspended or terminated nor has received any fines, penalties, or cost disallowances due to non-compliance by the applicable Legacy Health Entity with any Research Requirements, or for patient safety issues.

4.21.3 Except as set forth on Section 4.21.3 of the Legacy Health Disclosure Schedules, in the past three (3) years, no Legacy Health Entity has made any voluntary or mandatory disclosures to any Government Entity with respect to any material irregularity, misstatement, significant overpayment or violation of applicable Research Requirements or, to the Knowledge of Legacy Health, has been investigated for non-compliance with applicable Research Requirements, or for the performance of any research procedures or studies conducted where such research procedures or studies were allegedly either not authorized by a Government Entity, or where the conduct of the research protocol was not approved by or not conducted in accordance with the requirements of an IRB.

4.21.4 Each Legacy Health Entity is currently, and at all times during the last three (3) years has been, in material compliance with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 C.F.R. 200) (“**Uniform Guidance**”) and applicable agency supplements, the FDCA and 45 C.F.R. Part 46, as applicable, the design and approval, as applicable, by the IRB of the protocol for research, obtaining of any required informed consent, the conduct of research, billing of project costs to sponsors, use and dissemination of data, publications and rights in Intellectual Property, as applicable, and is in material compliance with the applicable clinical trial agreement or document of similar applicability. All Persons who have engaged in human subjects research on behalf of any of the Legacy Health Entities were properly trained or qualified to do so, and no research has been

conducted by a Legacy Health Entity other than in material compliance with the approved protocol and the Uniform Guidance and the FDCA and 45 C.F.R. Part 46, as applicable.

4.22 Compliance Program and Related Matters.

4.22.1 Each Legacy Health Entity has implemented and, for the past three (3) years, has maintained, a Compliance Program, which program includes at least the following elements as applicable to each Legacy Health Entity: a compliance officer and compliance committee (including regular reporting by the compliance officer to, and direct access by the compliance officer to, the Legacy Health Board and the applicable Legacy Health Entity Board), written policies and procedures, auditing and monitoring (including auditing and monitoring work plans, training and education), open avenues for reporting of compliance concerns, including an anonymous compliance reporting hotline, mechanisms for investigating and responding to issues identified via auditing and/or monitoring and reports of non-compliance and a policy of non-retaliation against employees and contractors who report compliance issues in good faith. Each Legacy Health Entity has conducted its operations during the past three (3) years in accordance with its Compliance Program. Any and all material issues with respect to each Legacy Health Entity's compliance with such Compliance Program or any Health Care Law that were brought to the attention of Legacy Health's or the applicable Legacy Health Entity's compliance officer (or other Compliance Program official), General Counsel (or other legal department official) during the past three (3) years have been fully and timely investigated and corrective actions have been promptly taken to ensure compliance with all applicable Health Care Laws and the Compliance Program applicable to the relevant Legacy Health Entity, where appropriate. Legacy Health has provided OHSU access to all material current Compliance Program materials for the Legacy Health Entities, including but not limited to principal program descriptions, compliance officer and committee descriptions, compliance policies, training and education materials, representative auditing and monitoring protocols, reporting mechanisms, complaint/investigation logs for the past three (3) years (including descriptions of the resolution of each such report and related investigation), disciplinary policies, and any work product generated in the process of investigating any material issue identified by the Compliance Program.

4.22.2 Except as set forth on Section 4.22.2 of the Legacy Health Disclosure Schedules, no Legacy Health Entity during the past three (3) years, nor any of their respective current directors, managers, officers or employees, nor, to Legacy Health's Knowledge, any other authorized Person acting for or on behalf of any Legacy Health Entity, has made or has Knowledge that Legacy Health or any Legacy Health Entity is required to make a voluntary disclosure of potential or actual non-compliance with any Health Care Law to any Government Entity with respect to the Legacy Health Entities, including a voluntary disclosure pursuant to the HHS OIG self-disclosure protocol or the CMS self-referral disclosure protocol. For the past three (3) years, no Legacy Health Entity is or has been: (a) a party to a corporate integrity agreement with HHS OIG; (b) subject to any compliance-related reporting obligations pursuant to any settlement agreement entered into with any Government Entity; (c) to the Knowledge of Legacy Health, the subject of any Government Program investigation conducted by any federal or state enforcement agency; (d) a defendant in any unsealed qui tam/False Claims Act litigation or received any written credible threat to file any qui tam/False Claims Act litigation; and/or (e) served with or received

any search warrant, subpoena, criminal investigative demand or civil investigative demand by or from any federal or state enforcement agency or authority.

4.22.3 Legacy Health has provided to OHSU all reports prepared internally or by external Employees, contractors or consultants within the past three (3) years regarding any estimated financial exposure related to the CMS Recovery Audit Contractor program, Zone Program Integrity Coordinator, other CMS auditing contractor, or other material reimbursement-related repayment exposure.

4.22.4 Subject to preservation of the applicable peer review privilege, Legacy Health has also provided to OHSU a list of all known CMS, HHS-OIG, State Health Agency, or other state or federal Government Entity investigations of employed or non-employed physicians that have furnished services at any hospital or other health care facility or site operated by any Legacy Health Entity during the past three (3) years.

4.23 Endowment and Restricted Funds. Section 4.23 of the Legacy Health Disclosure Schedules (a) lists all of the endowment and/or restricted funds held by each Legacy Health Entity; and (b) describes each endowment and/or restricted fund and any applicable written restrictions imposed on each. In its management and use of endowment or restricted funds, the Legacy Health Entities are and have at all times in the past three (3) years been in material compliance with applicable Legal Requirements related to endowment spending and with the requirements of the applicable donative instruments, and have received no written objection or claim to the contrary from any donor with the right to object, or by any Government Entity, and there is not now pending or in writing threatened litigation against any Legacy Health Entity concerning any of the foregoing. Each Legacy Health Entity is currently and at all times during the last three (3) years has been in material compliance with all Legal Requirements applicable to its fundraising practices.

4.24 Tax-Exempt and Public Charity Status. Each tax-exempt Legacy Health Entity is in material compliance with all provisions of the Code pertaining to the maintenance of such Entity's status as an organization described in Section 501(c)(3) of the Code and as a public charity (and not a "private foundation") within the meaning of Section 509(a) of the Code, and the IRS has not (a) taken, or to the Knowledge of Legacy Health, proposed to take, any action to revoke the tax-exempt or public charity status of any Legacy Health Entity that has such status; (b) notified any tax-exempt Legacy Health Entity of any inquiry or jeopardy concerning such Entity's tax-exempt or public charity status; or (c) to the Knowledge of Legacy Health, determined in writing or, proposed to announce, that any tax-exempt Legacy Health Entity is a "private foundation" within the meaning of Section 509(a) of the Code. There has been no material change in the organization or operation of any Legacy Health Entity that would result in a loss by any tax-exempt Legacy Health Entity of its status as an organization described in Section 501(c)(3) of the Code or as a public charity (and not a "private foundation") within the meaning of Section 509(a) of the Code. Except as set forth in Section 4.24 of the Legacy Health Disclosure Schedules, to the Knowledge of Legacy Health, since the time of the determination by the IRS that each tax-exempt Legacy Health Entity is an organization described in Section 501(c)(3) of the Code and is a public charity (and not a "private foundation") within the meaning of Section 509(a) of the Code, no event or condition has occurred which could reasonably be expected to jeopardize the status of such Legacy Health Entity as an organization described in Section 501(c)(3) of the Code or as a

public charity (and not a “private foundation”) within the meaning of Section 509(a) of the Code, or expose such Legacy Health Entity to liability for any unpaid unrelated business income tax or excise tax.

4.25 Statutory Funds. Neither any Legacy Health Entity, nor, to the Knowledge of Legacy Health, any of their predecessors that owned or operated the facilities currently owned or operated by the Legacy Health Entities, has received any loans, grants, loan guarantees, donations, monies, or other financial assistance pursuant to the Hill-Burton Act program, Pub. L. 79-725, the Health Professions Educational Assistance Act, Pub. L. 88-129, 77 Stat. 164, the Nurse Training Act, Pub. L. 92-158, the National Health Planning and Resources Development Act, Pub. L. 93-641, 88 Stat. 2226, or the Community Mental Health Centers Act, Pub. L. 92-211, as amended, or similar Legal Requirements relating to health care facilities that remain unpaid or which impose any restrictions on them or their assets that have not yet been fully discharged.

4.26 COVID-19 Relief Funds Received and Applied For.

4.26.1 Section 4.26.1 of the Legacy Health Disclosure Schedules sets forth an accurate list of and all significant details relating to (including amounts and dates received) each fund, grant, loan, advance (including Medicare payment advances), or payment received to date, and each fund, grant, loan, advance or payment applied for but not yet received to date, by any Legacy Health Entity from any Government Entity relating to or arising from the COVID-19 declared nationwide emergency (pandemic) or its impacts or consequences, including without limitation COVID-19 relief programs (e.g., CARES Act stimulus, Payroll Protection Program funds, provider relief funds, Federal Emergency Management Administration funds, Administration for Strategic Preparedness & Response funds or federal, state or local grants or subsidies, etc.) and similar programs (the “**COVID-19 Relief Funds**”).

4.26.2 All applications to Government Entities by any Legacy Health Entity for, and all filings made to Government Entities by any Legacy Health Entity in connection with, any COVID-19 Relief Funds have been true and correct in all material respects. To the Knowledge of Legacy Health, any Legacy Health Entity that received any COVID-19 Relief Funds was and remains eligible under the terms of the applicable governmental program to receive and retain all of the funds so received (except for any such funds that have been returned to the applicable Government Entity, as set forth on Section 4.26.2 of the Legacy Health Disclosure Schedules). Any COVID-19 Relief Funds received by any Legacy Health Entity that were loans have been timely repaid by the Legacy Health Entity with all applicable interest (to the extent repayment has been required as of the Execution Date and as of the Closing Date, as applicable, under the terms of the applicable program).

4.27 Personal Property. Except as disclosed in the Financial Statements, all material personal property owned, leased or used in connection with the business of the Legacy Health Entities, including all material equipment, Fixtures, machinery, vehicles, and leasehold improvements, has been maintained in a manner consistent with past practice, is in good operating condition and repair except for ordinary wear and tear and, as of the Closing, will be free and clear of Liens, other than the Permitted Liens.

4.28 Inventory. The Inventory is (in quantity, quality and merchantability) sufficient to conduct the operations of the Legacy Health Entities in the ordinary course of business consistent with past practice. The Inventory existing on the Execution Date will exist on the Closing Date, except for Inventory exhausted or added in the ordinary course of business, consistent with past practice, between the Execution Date and the Closing Date. “**Inventory**” means all usable inventory and supplies held or used in the business of the Legacy Health Entities.

4.29 Debt. Except as set forth in Section 4.29 of the Legacy Health Disclosure Schedules, the Legacy Health Entities are in material compliance with the terms and conditions of all of the Material Debt Contracts, and to the Knowledge of Legacy Health, no event or condition exists that constitutes an event of default under any the Material Debt Contracts or that, with the passing of time or the giving of notice, or both, would constitute an event of default under the Material Debt Contracts.

4.30 Brokers and Finders. No Legacy Health Entity, nor any officer or director or trustee thereof, has engaged any finder, broker or investment adviser in connection with the Transactions contemplated hereunder.

5. REPRESENTATIONS AND WARRANTIES OF OHSU.

As of the Execution Date and as of the Closing Date, OHSU hereby represents and warrants the following to and for the benefit of Legacy Health:

5.1 Organization and Valid Existence. OHSU is a statutory public corporation, duly organized and validly existing under the laws of the State of Oregon and each other OHSU Entity is duly organized and validly existing under the laws of its state of incorporation or formation (as applicable) and each of OHSU and each other OHSU Entity has all requisite statutory power and authority to own, lease and operate its properties and to carry on its businesses as now being conducted. OHSU has delivered to Legacy Health true, correct, current and complete copies of the Organizational Documents of each OHSU Entity. No OHSU Entity is in material default under or in material violation of its Organizational Documents. Each OHSU Entity is duly qualified, licensed or registered to do business in each of the jurisdictions in which the nature of the business being presently conducted by it or its assets and properties makes such qualification, licensing or registration legally required.

5.2 Powers; Consents; Absence of Conflicts with Other Agreements. OHSU has the requisite power and authority to execute, deliver, and perform this Agreement and all other Transaction Documents to which OHSU is a party. The consummation of the Transactions, and the entry into this Agreement and the other Transaction Documents, by the OHSU Entities, as applicable:

5.2.1 Are within the statutory powers and authority of OHSU to perform on its behalf and on behalf of the other OHSU Entities, and will not result in a material breach of the Organizational Documents of any OHSU Entity;

5.2.2 Have been (or will be, as of the Closing Date) duly authorized by all necessary or appropriate corporate actions of the OHSU, which actions remain in full force and effect;

5.2.3 Except as provided in Sections 6.6.1 or 6.6.2, or Schedule 7.4, do not require any approval or consent of, or filing with, any Government Entity;

5.2.4 Will not result in a material breach of (whether after the giving of notice, lapse or time or both), or give rise to a right of termination, cancellation, modification, acceleration or to the loss of a benefit thereunder, or the creation of any material Lien under, any material contract to which OHSU is a party or by which OHSU is bound; and

5.2.5 Will not result in a material violation of any federal, state or local laws to which OHSU or any OHSU Entity is subject.

5.3 Binding Agreement. This Agreement and all other Transaction Documents to which any OHSU Entity is a party are and will constitute (assuming the due authorization, execution and delivery by Legacy Health) valid and legally binding obligations of such OHSU Entity, and are and will, upon receipt of the approvals set forth in Schedule 7.4, be enforceable against it in accordance with the respective terms hereof or thereof, except as such enforceability may be limited by: (a) general principles of equity, regardless of whether enforcement is sought in a proceeding in equity or at law; and (b) bankruptcy, insolvency, reorganization, moratorium or other similar laws or Legal Requirements of general application now or hereafter in effect, relating to or affecting the enforcement of creditors' rights generally.

5.4 Violations and Exclusions. During the past three (3) years, no OHSU Entity, nor, to the Knowledge of OHSU, any of their respective officers, directors, trustees, agents or employees: (a) has been convicted of, pled guilty or nolo contendere to, formally charged with, or, to the Knowledge of OHSU, investigated by any Government Entity for any crime or violation or with respect to any conduct for which such Person would reasonably be expected to (i) be excluded, suspended, or debarred from participating, or otherwise determined to be ineligible to participate, in any Government Program, (ii) have their billing privileges with respect to that Government Program terminated, revoked or suspended, or (iii) result in such Person or Entity being subjected to a civil monetary penalty or criminal penalty under Sections 1128A or 1128B of the Social Security Act or any similar law; (c) has been convicted of, pled guilty or nolo contendere to, or formally charged with, or to the Knowledge of OHSU, has been investigated for, any violation of laws related to fraud, theft, embezzlement, breach of fiduciary duty or responsibility, financial misconduct, or obstruction of an investigation; (d) is or has been excluded, suspended, or debarred from participation, or otherwise determined to be ineligible to participate, in any Government Programs, including but not limited to being listed on the General Services Administration's System for Award Management's list of parties excluded from federal procurement programs and non-procurement programs, or on the HHS-OIG's List of Excluded Individuals and Entities; or (e) has been subject to an involuntary termination or nonrenewal of any material contract with any Third Party Payor, initiated by the Third Party Payor.

5.5 Litigation. No OHSU Entity is in material default under any order of any Government Entity wherever located. The OHSU Entities have at all times in the past three (3)

years been in material compliance with each judgment, decree, order, corporate integrity agreement or governmental restriction to which any of them is or has been subject. To the Knowledge of OHSU, no event has occurred or circumstance exists that could constitute or result in (with or without notice or lapse of time) a violation of, or failure to comply with, any material judgment, decree, order, corporate integrity agreement or governmental restriction to which any OHSU Entity is subject.

5.6 Tax Status. OHSU is a political subdivision of the State of Oregon within the meaning of Treasury Regulations Section 1.103-1(b) and a governmental unit within the meaning of Section 170(c)(1) of the Code. OHSU and each of its tax-exempt Affiliates are in material compliance with all provisions of the Code pertaining to the maintenance of such Entity's status as an organization as in the Code, and the IRS has not (a) taken, or to the Knowledge of OHSU, proposed to take, any action to revoke the tax status of OHSU or any of its Affiliates that has such status; or (b) notified OHSU or any of its Affiliates of any inquiry or jeopardy concerning such Entity's tax status. There has been no material change in the organization or operation of OHSU or any of its Affiliates that would result in a loss by OHSU or any Affiliates of its tax status.

5.7 Legal Proceedings. As of the Execution Date, there are no actions, suits, proceedings, orders, judgments, decrees, claims, audits or investigations pending or, to the Knowledge of OHSU, threatened against or by OHSU or any Affiliate of OHSU that challenge or seek to prevent, enjoin or otherwise delay the Transaction contemplated by this Agreement and the other Transaction Documents.

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

5.9 Brokers and Finders. Neither OHSU, nor any officer, director, manager or trustee thereof, has engaged any finder, broker or investment adviser in connection with the Transactions contemplated hereunder.

6. PRE-CLOSING COVENANTS.

6.1 Legacy Health Pre-Closing Operations. From the date of execution of this Agreement through the Closing Date or the earlier termination of this Agreement, except as (a) otherwise specifically permitted by this Agreement or set forth at Schedule 6.1, (b) required by Legal Requirements as determined in the opinion of legal counsel to Legacy Health and set forth in reasonable detail in prior written notice to OHSU, or (c) with the prior written consent of OHSU (which consent shall not unreasonably be withheld, conditioned or delayed, and which OHSU agrees shall be provided or withheld within five (5) business days of any request for such consent), Legacy Health shall, and shall cause each other Legacy Health Entity to (i) continue to operate in

the ordinary course of business consistent with past practice and (ii) not undertake any of the following actions:

6.1.1 Make any material change in accounting principles and practices employed by any Legacy Health Entity other than in compliance with Legal Requirements, or as required by GAAP;

6.1.2 Make any material capital expenditures outside the ordinary course of business consistent with past practice other than in accordance with the approved budget of Legacy Health or the applicable Legacy Health Entity as provided to OHSU prior to the Execution Date, or in connection with a casualty or condemnation;

6.1.3 Mortgage, sell, or lease any material assets of the Legacy Health Entities, other than any mortgage, sale or lease in the ordinary course of business consistent with past practice (including any lease or sublease of any of the Real Property in the ordinary course of business);

6.1.4 Create or increase any material Liens on any portion of the assets or revenues of the Legacy Health Entities, other than Permitted Liens and other than Liens created in the ordinary course of business consistent with past practice;

6.1.5 Except to the extent otherwise permitted by Sections 6.1.7 or 6.1.8 below, voluntarily terminate (which shall not include expirations) or materially amend any Material Contract except in the ordinary course of business consistent with past practice;

6.1.6 Enter into, modify, or terminate any labor or collective bargaining agreement, or, through negotiations or otherwise, any commitment or liability to any labor organization or similar third party, except where required as a matter of law or where required to avoid a violation of applicable Legal Requirements;

6.1.7 Except to the extent otherwise permitted by Section 6.1.8 below and contracts relating to the transactions described on Exhibit G, enter into any contract that would be a Material Contract if entered into prior to the Execution Date with (a) a term exceeding thirty (30) months (unless it is terminable by the applicable Legacy Health Entity without cause on not more than one hundred twenty (120) days' prior notice); or (b) an aggregate value exceeding Five Million Dollars (\$5,000,000); or (c) a covenant not to compete, most favored nations clause, exclusivity requirement or right of first refusal that, following Closing, would materially restrict the activities of any Legacy Health Entity or its Affiliates;

6.1.8 Enter into or renew any material physician employment agreement, agreement with any referral source, medical director agreement or professional services agreement except in the ordinary course of business consistent with Legacy Health's Compliance Program and applicable current (as of the Execution Date) compensation plans and processes;

6.1.9 Except for the transactions described on Exhibit G, purchase, sell, or donate any Real Property having a value in excess of One Million Dollars (\$1,000,000);

6.1.10 Except as may be required by any Plan or Legal Requirement, (a) enter into, adopt, materially amend or terminate any Plan, (b) increase the compensation payable or to become payable or the benefits provided to Employees or Independent Contractors under any Plan, employment agreement, contractor agreement, offer letter, or other similar plan, policy, contract, commitment, understanding or arrangement (except for normal merit and cost of living increases in salaries or wages of the Employees or Independent Contractors consistent with past practice or as mandated by applicable contracts, collective bargaining agreements, or Legal Requirements), or (c) grant any severance or termination payment to, or pay, loan or payroll advance any amount to any Employee or Independent Contractor (except any such payments or advances made consistent with past practice or as required by applicable contracts, collective bargaining agreements, or Legal Requirements);

6.1.11 With respect to executives of the Legacy Health Entities, enter into any amendments or extensions to such Employee's employment agreement or enter into any new executive employment agreement; in addition, in the event that Legacy Health undertakes a search for a new Chief Executive Officer prior to Closing, OHSU shall have input and access to information rights that are consistent with the rights of Legacy Health with respect to the OHSU Health System Chief Executive Officer search referenced in the applicable Transaction Documents;

6.1.12 Make any offer of employment to, or enter into any contract or consulting agreement for the services of, any individual whose annual compensation exceeds Three Hundred Thousand Dollars (\$300,000) per year, except in the ordinary course of business consistent with (a) with respect to physicians and APPs, Legacy Health's current (as of the Execution Date) compensation plans and processes; and (b) with respect to all other employees, contractors and/or consultants, applicable past practices;

6.1.13 Make any changes to the Organizational Documents of any Legacy Health Entity, except as contemplated by this Agreement;

6.1.14 Except as may be required by any Legal Requirement or accreditation requirements, make any material changes to the bylaws of the Legacy Health Medical Staff;

6.1.15 Make any material change in rates, pricing, or payment methodology for services except (a) as required by Legal Requirements or by automatic adjustments under the terms of the applicable Third Party Payor agreement; (b) in the ordinary course of business consistent with prior practice; or (c) as a reasonable and competitive response to market conditions;

6.1.16 Incur any Indebtedness or guarantee any Indebtedness outside the ordinary course of business consistent with past practice;

6.1.17 Acquire by purchase of a substantial portion of the assets or membership interest or stock of, or by any other manner, any business or any Person for consideration in excess of One Million Dollars (\$1,000,000);

6.1.18 Initiate or settle any individual material Action with a value exceeding (or reasonably expected to exceed) Two Million Dollars (\$2,000,000), except in the ordinary course of business consistent with past practice;

6.1.19 Make charitable contributions to other organizations exceeding One Million Dollars (\$1,000,000);

6.1.20 Make a filing for reorganization, insolvency or bankruptcy protection;

6.1.21 Issue or sell any shares of capital stock or equity interests or membership interests of any Legacy Health Entity, or any options, warrants, convertible securities or other rights of any kind to acquire such shares or equity or membership interests, except as may be required by the Organizational Documents of such Legacy Health Entity;

6.1.22 Declare, set aside, make or pay any dividends or other distributions (whether in cash, stock, property or otherwise) with respect to any of the capital stock or membership interests of any Legacy Health Entity, except (i) in the ordinary course of business consistent with past practice, or (ii) as may be required by the Organizational Documents of such Legacy Health Entity;

6.1.23 Reclassify, combine, split, subdivide, redeem, purchase or otherwise acquire, directly or indirectly, any of its capital stock or membership interest or make any other change with respect to its capital and membership structure, except as may be required by the Organizational Documents of such Legacy Health Entity;

6.1.24 Adopt a plan of complete or partial liquidation, dissolution, merger, conversion, consolidation or other Change of Control (regardless of the form) of Legacy Health or any other Legacy Health Entity;

6.1.25 Effectuate any change in federal or state tax status of Legacy Health or any other Legacy Health Entity;

6.1.26 Make any grants of more than One Million Dollars (\$1,000,000);

6.1.27 Make any material change to Legacy Health's or any other Legacy Health Entity's investment policies or any material changes in the composition of its investment portfolio (including but not limited to asset allocation), other than changes in the ordinary course of business consistent with past practice;

6.1.28 Materially change or close any program or service line or apply for permission or approvals to do so;

6.1.29 Seek to materially change the terms of any license from a Government Entity; or

6.1.30 Enter into any new, or materially amend any existing, material academic or research affiliation agreement with any third party.

From the Execution Date through the Closing Date or the earlier termination of this Agreement, Legacy Health will withhold its approval, to the extent it is able to do so (on both a legal basis and otherwise), of any of the actions set forth in Sections 6.1.1 to 6.1.30 above by the Specified Legacy Health JVs, except as (a) otherwise specifically permitted by this Agreement or set forth at Schedule 6.1, (b) required by Legal Requirements as determined in the opinion of legal counsel to Legacy Health and set forth in reasonable detail in prior written notice to OHSU, or (c) with the prior written consent of OHSU (which consent shall not unreasonably be withheld, conditioned or delayed, and which OHSU agrees shall be provided or withheld within five (5) business days of any request for such consent).

6.2 OHSU Pre-Closing Operations. From the Execution Date through the Closing Date or the earlier termination of this Agreement, except as (a) otherwise specifically permitted by this Agreement or set forth at Schedule 6.2, (b) required by Legal Requirement as determined in the opinion of legal counsel to OHSU and set forth in reasonable detail in prior written notice to Legacy Health, or (c) with the prior written consent of Legacy Health (which consent shall not unreasonably be withheld, conditioned or delayed), OHSU shall not and shall cause each of the other OHSU Entities not to undertake any of the following actions:

6.2.1 Enter into any transaction (regardless of form) involving the Change of Control of OHSU;

6.2.2 Effectuate any material change in federal or state tax status of OHSU; or

6.2.3 Make a filing for reorganization, insolvency or bankruptcy protection.

6.3 Notifications; Disclosure Updates.

6.3.1 Prior to the Closing, Legacy Health will, on the date that is three (3) months following the Execution Date and on each three (3) month anniversary thereafter, and finally at least five (5) business days before the Closing Date, deliver to OHSU written notice (each a “**Disclosure Schedules Update**”) updating the Legacy Health Disclosure Schedules to (a) reflect any event first occurring or fact, circumstance or condition first arising after the Execution Date (any such occurrence, fact, circumstance or condition being referred to as a “**Subsequent Event**”) that, if such Subsequent Event had occurred or arisen before or on the Execution Date, would have been required to be disclosed in the Legacy Health Disclosure Schedules (or that in the absence of inclusion in the Legacy Health Disclosure Schedules, would have resulted in any of the representations and warranties contained in Article 4 not being true and correct as of the Execution Date), or (b) correct any existing inaccuracy or deficiency in the Legacy Health Disclosure Schedules based on any event that occurred or fact, circumstance or condition that existed before or on the Execution Date (together with the Subsequent Events, the “**Updated Events**”).

6.3.2 Upon the receipt of any Disclosure Schedules Update, OHSU shall not have the right thereafter to terminate this Agreement unless the requirements of this Section 6.3.2 are satisfied. Upon the receipt of any Disclosure Schedules Update, OHSU may give prompt written notice given to Legacy Health (the “**Disclosure Schedule Termination Notice**”) (but in any event within ten (10) business days after OHSU’s receipt of the Disclosure Schedule Update (such ten (10) business day period being referred to as the “**Update Review Period**”), if OHSU

determines in its reasonable discretion that the Updated Event(s) disclosed therein, either alone or in combination with any related failure of the representations and warranties set forth in Article 4 to be true and correct, would reasonably be expected to result, individually or in the aggregate, in Damages of One Hundred Million Dollars (\$100,000,000) or more to OHSU after full recovery under all insurance policies covering any such Damages or from third parties responsible for any such Damages. The Disclosure Schedule Termination Notice shall set forth a summary of OHSU's calculation of such Damages and any potential recoveries. Upon receipt of a Disclosure Schedule Termination Notice from OHSU during the Update Review Period, Legacy Health shall be permitted to deliver an objection notice (an "**Disclosure Schedule Termination Objection Notice**") within ten (10) business days after receipt of such Disclosure Schedule Termination Notice. If Legacy Health does not provide a Disclosure Schedule Termination Objection Notice within such timeframe, OHSU shall be permitted to terminate this Agreement. If Legacy Health does deliver a Disclosure Schedule Termination Objection Notice within such timeframe, then the matter shall be submitted by the Parties to Veralon Partners, Inc. (the "**Independent Firm**") within three (3) business days thereafter. The Independent Firm shall then have thirty (30) business days to determine whether the applicable Updated Event(s), either alone or in combination with any related failure of the representations and warranties set forth in Article 4 to be true and correct, would reasonably be expected to result, individually or in the aggregate, in Damages of One Hundred Million Dollars (\$100,000,000) or more to OHSU after full recovery under all insurance policies covering any such Damages or from third parties responsible for any such Damages. The Independent Firm shall render its determination in a written report to the Parties. If the Independent Firm concludes in such report that such Updated Event(s) meet such requirements, OHSU shall be permitted to terminate this Agreement.

6.3.3 In the event OHSU does not exercise its right to terminate the Agreement under Section 6.3.2, then (a) any Disclosure Schedules Update shall be deemed to modify the Legacy Health Disclosure Schedules with respect to the Updated Events disclosed therein and to accordingly qualify the representations and warranties in this Agreement corresponding to such Legacy Health Disclosure Schedules (as modified by the Disclosure Schedules Update) and for purposes of determining under Section 8.1 whether there is any inaccuracy in or breach of any of the representations or warranties of Legacy Health contained in this Agreement; and (b) if OHSU determines in its reasonable discretion that an Updated Event would reasonably be expected to cause Damages to any OHSU Indemnified Parties either upon or following the Closing, OHSU shall have the right to treat such Updated Event as an indemnifiable matter under Section 11.2.1(d) for purposes of this Agreement (but subject to Sections 11.2.3.2 and 11.2.5).

6.4 Exclusivity.

6.4.1 From the Execution Date until the Closing Date (or the earlier termination of this Agreement), the Legacy Health Entities shall not, without the prior written consent of OHSU, which consent may be withheld or granted in OHSU's sole and absolute discretion: (a) offer, for sale or lease all, substantially all or any material part of, any Legacy Health Entity's assets or any ownership or membership interest in any Legacy Health Entity, or any other Change of Control of any Legacy Health Entity; (b) solicit offers to buy or lease all, substantially all or any material part of the assets or any ownership or membership interest in any Legacy Health Entity, or for any other Change of Control of any Legacy Health Entity; (c) hold discussions with

any Person (other than OHSU or its Affiliates) with respect to, or consider, any such offer; (d) do any of the foregoing with respect to any transaction that would be reasonably likely to prevent or delay the consummation of the Transactions in accordance with the terms hereof; or (e) enter into any agreement with any Person (other than OHSU or its Affiliates) with respect to any such offer. From the Execution Date through the Closing Date or the earlier termination of this Agreement, Legacy Health will withhold its approval, to the extent it is able to do so (on both a legal basis and otherwise), of any of the actions set forth in this Section 6.4.1 by the Specified Legacy Health JVs,

6.4.2 From the Execution Date until the Closing Date (or the earlier termination of this Agreement), OHSU shall not, and shall cause its officers, directors, trustees, employees, principals, agents, representatives, Affiliates and advisors not to, directly or indirectly, solicit, negotiate, participate or continue any discussion, or enter into any agreements, arrangements or understandings relating to any other proposal that (i) would effectively preclude it from undertaking the Transactions and fulfilling its obligations under the Transaction Documents, (ii) would include any provisions relating to third party seats on the OHSU Board if such provisions would impair any rights of Legacy Health or the Legacy Health Foundation under the Transaction Documents; (iii) would include any provisions that would dilute Legacy Health's majority on the Health System Board (as defined in the applicable Transaction Documents) until the earlier of the sixth (6th) anniversary following the Closing or such time as the Capital Commitment is fully spent or fully earmarked for spending on specific projects, whichever is earlier; or (iv) is for a transaction involving the acquisition by, or a Change of Control in favor of, OHSU or its applicable Affiliates of another multi-hospital based health system.

6.5 Investigation Notices. From the Execution Date until the Closing Date (or the earlier termination of this Agreement), Legacy Health shall promptly notify OHSU, in writing, of any material Actions or investigations (internal or external) threatened or asserted in writing, or commenced against (a) any Legacy Health Entity, (b) to Legacy Health's Knowledge, any of the officers, directors, trustees, employed physicians or members of any Legacy Health Entity, involving in any way any Legacy Health Entity, or (c) to Legacy Health's Knowledge, any of the Specified Legacy Health JVs or any of their respective officers, directors, trustees, employed physicians or members, involving in any way the applicable Specific Legacy Health JV.

6.6 Completion of Governmental Entity Processes.

6.6.1 To the extent applicable, each of the Parties shall, as promptly as practical, and in any case within forty-five (45) calendar days following the Execution Date, take all steps required to give notice of the Transactions to the Oregon Health Authority ("OHA") to the extent required by the OHA Health Care Market Oversight ("HCMO") process (the "HCMO Process"), on forms required by OHA. In the event that OHA requests any supplemental information in connection therewith, the Parties shall submit complete responses as soon as practicable and, in any event, within fifteen (15) calendar days following the receipt of such a request, unless a later date is mutually agreed to by the Parties and OHA.

6.6.2 The Parties shall exercise reasonable best efforts to complete the OHA HCMO Process and to obtain OHA approval on terms mutually agreeable to both Parties within the 180-day review period contemplated by ORS 415.501(7)(a). Any voluntary extension of the HCMO review period shall require mutual consent of the Parties.

6.6.3 To the extent applicable, each of the Parties shall, as promptly as practical, take all steps required to give notice of the Transactions to the Washington State Attorney General (the “**WAG**”) as required by the WAG, and any supplemental information requested in connection therewith.

6.6.4 The Parties shall, as promptly as practical, take all steps required to either (a) obtain a certificate of need approval from the Washington State Department of Health with respect to the Transactions or (b) obtain a determination from the Washington State Department of Health that the Transactions are not subject to review.

6.6.5 The Parties agree that no filing with the United States Federal Trade Commission (“**FTC**”) and the United States Department of Justice (the “**DOJ**”) pursuant to the HSR Act is required in connection with the Transactions.

6.6.6 Each of the Parties shall cooperate, coordinate and consult with one another fully, and consider in good faith the view of one another, in connection with the preparation and submission of all documents and information necessary to obtain the Governmental Approvals (defined below). The Parties agree to mutually develop and implement strategies for any (i.e., non-ministerial) material filings, submissions, and written communications with the applicable Government Entity, related to the Governmental Approvals. Such cooperation and mutual development and implementation of strategies shall include, but not be limited to, each Party:

6.6.6.1 Delivering to the other Party such information and assistance as may be necessary to complete any filing or respond to any inquiry from a Government Entity related to a Governmental Approval;

6.6.6.2 To the greatest extent practical and reasonable, including the other Party’s designated representative in or on all material correspondence, discussions, meetings and other interactions involving the Parties related to the Governmental Approvals;

6.6.6.3 Promptly notifying the other Party’s designated representative of any material communications, whether written or oral, from any Government Entity related to the Governmental Approvals and furnishing copies (if written) or summaries (if oral) thereof;

6.6.6.4 Giving the other Party’s designated representative notice of and the opportunity to participate in any material meeting, conference, hearing, or listening session with or involving any Government Entity related to the Governmental Approvals;

6.6.6.5 Timely providing to the other Party’s designated representative drafts of all proposed material filings, responses, correspondence and other submissions to any Government Entity in connection with any Governmental Approval, and considering in good faith any proposed additions or edits to such submissions; and

6.6.6.6 Obtaining consent of the other Party prior to making any representation, proposal, offer, commitment or concession to any Government Entity regarding the terms under which such Government Entity would or might approve the Transactions, subject

to OHSU's right to terminate this Agreement in the event of a Restrictive Government Obligation Determination.

6.6.7 Each Party shall use reasonable best efforts to take, in order to consummate the Transactions by the Outside Date, all actions necessary to (a) obtain all authorizations, clearances, consents, expiration or termination of a waiting period, orders or approvals of a Government Entity necessary for the consummation of the Transactions contemplated by this Agreement, and (b) resolve any objections asserted with respect to the Transactions raised by any Government Entity, including executing any reasonable pre-litigation settlements, undertakings, consent decrees, stipulations, or other agreements with any Government Entity. Each of the Parties hereto agrees to cooperate and use its reasonable best efforts to vigorously contest and resist any Action or proceeding under any state or federal Legal Requirements, including any administrative action or proceeding, and to have vacated, lifted, reversed or overturned any decree, judgment, injunction, order or other Action (whether temporary, preliminary or permanent) that is in effect and that restricts, materially conditions, prevents or prohibits consummation of the Transactions in accordance with the terms contemplated by this Agreement, including reasonably pursuing administrative appeal (any such decree, judgment, injunction, order or other Action, a "**Restrictive Government Obligation Determination**"). Each Party shall respond to and use its reasonable best efforts to resolve as promptly as possible any objections asserted by any Government Entity with respect to the Transactions; provided, however, that if OHSU, in its reasonable discretion, determines that any such Restrictive Government Obligation Determination would impose obligations or restrictions that would (i) materially alter or impede OHSU's post-Closing operations, strategy or mission, and (ii) result in costs or lost revenues from Third Party Payors associated with the execution of such obligations or restrictions that exceed in the aggregate Two Hundred Million Dollars (\$200,000,000) over a five year period following the Closing Date as determined in the reasonable discretion of OHSU (a Restrictive Government Obligation Determination that meets the requirements of such subsections (i) and (ii), a "**Material Restrictive Government Obligation Determination**"), it shall have the rights set forth in this Section 6.6.7. If OHSU determines that a Material Restrictive Government Obligation Determination has occurred, OHSU shall give prompt written notice to Legacy Health (the "**Restrictive Obligation Termination Notice**") (but in any event within ten (10) business days after OHSU's receipt of notice of the Restrictive Government Obligation Determination). The Restrictive Obligation Termination Notice shall set forth a summary of OHSU's calculation of the costs or lost revenues from Third Party Payors associated with the execution of the obligations and restrictions of the Material Restrictive Government Obligation Determination. Upon receipt of a Restrictive Obligation Termination Notice from OHSU, Legacy Health shall be permitted to deliver an objection notice (an "**Restrictive Obligation Termination Objection Notice**") within ten (10) business days after receipt of such Restrictive Obligation Termination Notice. If Legacy Health does not provide a Restrictive Obligation Termination Objection Notice within such timeframe, OHSU shall not be obligated to (and it may require that Legacy Health and Legacy Health Foundation not) contest such decree, judgment, injunction, order or other Action or consummate the Transactions and such Restrictive Government Obligation Determination shall be a Material Restrictive Government Obligation Determination for purposes of Section 10.1.7.1. If Legacy Health does deliver a Restrictive Obligation Termination Objection Notice within such timeframe, then the matter shall be submitted by the Parties to the Independent Firm within three (3) business days thereafter. The Independent Firm shall then have thirty (30) business days to determine

whether the applicable Restrictive Government Obligation Determination would reasonably be expected to result in costs or lost revenues from Third Party Payors associated with the execution of the obligations or restrictions set forth in the Restrictive Government Obligation Determination that exceed in aggregate Two Hundred Million Dollars (\$200,000,000) over a five year period following the Closing Date. The Independent Firm shall render its determination in a written report to the Parties. If the Independent Firm concludes in such report that obligations or restrictions set forth in the Restrictive Government Obligation Determination meet such requirements, OHSU shall not be obligated to (and it may require that Legacy Health and Legacy Health Foundation not) contest such decree, judgment, injunction, order or other Action or consummate the Transactions and such Restrictive Government Obligation Determination shall be a Material Restrictive Government Obligation Determination for purposes of Section 10.1.7.1.

6.6.8 The Parties may, as they deem advisable and necessary, designate any competitively sensitive materials provided to the other under this Section 6.6 as “outside counsel only.” Such materials and the information contained therein shall be given only to outside counsel of the recipient and will not be disclosed by such outside counsel to anyone other than the reasonably mutually agreed “clean room team” without the advance written consent of the Party providing such materials.

6.6.9 Prior to submitting any document or information to any Government Entity regarding the Transactions, the Parties shall mutually agree on the designation or non-designation of such documents and information as confidential, non-public, and exempt from public disclosure under ORS 192.311 to 192.478 or other Legal Requirements. Neither Party may authorize any Government Entity to disclose any documents or information designated as confidential, non-public, and exempt from public disclosure without the prior consent of the other Party, except as mandated by Legal Requirements. Notwithstanding the foregoing, either Party may release its own confidential documents or information to a Government Entity without the prior written consent of the other Party (so long as such release does not include any confidential documents or information of the other Party).

6.7 Efforts to Close. Except as otherwise expressly set forth herein, each Party shall use its commercially reasonable efforts and attempt in good faith to satisfy all of the conditions precedent set forth in Articles 7 and 8 to its obligations under this Agreement.

6.8 Other Required Approvals and Consents. In addition to the filings described in Section 6.6, each Party shall use its reasonable best efforts to secure, as promptly as practicable before the Closing Date, all other consents, approvals, authorizations, clearances and licenses required to be obtained by such Party under applicable Legal Requirement or this Agreement from any Government Entity in order to carry out the Transactions and to cause all of its covenants and agreements to be performed, satisfied and fulfilled. Legacy Health shall use its reasonable best efforts to secure as promptly as possible and in any event prior to the Closing Date, consents from each counterparty to any contract identified in Schedule 7.6, and any other contract if OHSU determines, with the prior written consent of Legacy Health (which may be by e-mail and which shall not be unreasonably withheld, conditioned or delayed), between the Execution Date and not less than 10 business days prior to the Closing Date, that such contract is a Material Contract under which, without the consent of such counterparty, the Transactions would constitute a breach or

other contravention of the rights of such counterparty or the terms of such Material Contract, or would violate applicable Legal Requirements.

6.9 Cooperation. In addition to (and without limiting) the efforts required under Sections 6.6 through 6.8, each Party shall use its commercially reasonable efforts and reasonably cooperate with each other Party and its representatives and attorneys: (a) in complying with all notice requirements and in obtaining all consents, approvals, authorizations, clearances, Permits and licenses required to carry out the Transactions (including those of governmental and regulatory authorities, and other parties) or which are necessary or appropriate in accordance with the terms hereof; (b) in the amendment of any Material Contracts between any Legacy Health Entity and other parties which are necessary or appropriate to amend in order to consummate and implement the Transactions in accordance with the terms herein; and (c) in the preparation of any document or other material which may be required or requested by any Government Entity or other authority as a predicate to or result of the Transactions.

6.10 Access to Information; Due Diligence.

6.10.1 Upon execution of this Agreement, and as consistent with applicable Legal Requirements and applicable agreements in place between the Parties, the Legacy Health Entities shall continue to afford to OHSU and its Affiliates and representatives (attorneys, auditors, agents, consultants and bankers), during normal business hours and upon reasonable advance notice, prompt and full access to and the right to inspect and evaluate, the facilities, properties, books, accounts, records and all other relevant documents and information with respect to the assets, liabilities and business of the Legacy Health Entities, including the ownership and operation thereof, including access to the Real Property, and reasonable access to Legacy Health management personnel. OHSU's right of access and inspection shall be exercised in such a manner as not to interfere unreasonably with the operation of the Legacy Health Entities' businesses. OHSU and its Affiliates and representatives shall not, prior to the Closing Date, have any contact with respect to any Legacy Health Entity or with respect to the Transactions with any Legacy Health partner, lender, lessor, lessee, vendor, patient, supplier or Employee, except in consultation with Legacy Health and then only with the prior approval of Legacy Health, which approval shall not be unreasonably withheld, conditioned or delayed. Access pursuant to this Section 6.10 shall include the right, but not the obligation, to conduct environmental sampling, with prior approval of Legacy Health, which approval shall not be unreasonably withheld, conditioned or delayed.

6.10.2 OHSU shall continue to provide Legacy Health with reasonable access to, and the right to inspect and evaluate, all books, agreements, papers, records and other information that materially affect the ability of OHSU to fulfill its obligations under this Agreement or the Transactions that are reasonably requested by Legacy Health or its representatives, subject to applicable Legal Requirements.

6.11 Attorney-Client Privilege. All communications prior to the Closing between or among any of the Legacy Health Entities, and any of the attorneys or law firms representing any of the Legacy Health Entities (the "**Attorneys**") made in connection with the negotiation, preparation, execution and delivery of this Agreement and the consummation of the Transactions (the "**Privileged Communications**") shall be deemed to be attorney-client privileged and the expectation of client confidence relating thereto shall not pass to or be claimed by OHSU or any

of its Affiliates from and after the Closing. Accordingly, neither OHSU nor its Affiliates shall have access to any Privileged Communications or to the files of any of the Attorneys. Without limiting the generality of the foregoing, from and after the Closing, (i) Legacy Health Foundation shall be the sole holder of the attorney-client privilege with respect to the Privileged Communications, (ii) to the extent that files of any of the Attorneys constitute property of any of the Legacy Health Entities, only Legacy Health Foundation shall hold such property rights and (iii) none of the Attorneys shall have any duty whatsoever to reveal or disclose the Privileged Communications or files to OHSU or any of its Affiliates by reason of any attorney-client relationship between or among any of the Legacy Health Entities and any of the Attorneys. Notwithstanding the foregoing, in the event that a dispute arises between OHSU or any of its Affiliates, on the one hand, and a third party other than Legacy Health Foundation, on the other hand, OHSU or any of its Affiliates may assert the attorney-client privilege to prevent disclosure of the Privileged Communications to such third party; provided, however, that neither OHSU nor its Affiliates may waive such privilege without the prior written consent of Legacy Health Foundation. In the event that OHSU or any of its Affiliates is legally required to access or obtain a copy of all or a portion of the Privileged Communications, to the extent permitted by Legal Requirements, then OHSU shall promptly (and, in any event, within 3 business days) notify Legacy Health Foundation in writing so that Legacy Health Foundation can seek a protective order.

6.12 Continuation of Insurance. Following the Closing Date, with respect to the material insurance policies and self-insurance funds identified on Section 4.18 of the Legacy Health Disclosure Schedules, OHSU shall arrange for or provide continuing coverage substantially equivalent to the coverage provided by such policies or funds through renewals, replacements, or by adding the Legacy Health Entities to existing and ongoing OHSU coverage of the same kind in commercially reasonable amounts.

7. CONDITIONS PRECEDENT TO OBLIGATIONS OF LEGACY HEALTH

Notwithstanding anything herein to the contrary, the obligations of Legacy Health to consummate the Transactions are subject to the fulfillment, on or prior to the Closing Date, of the following conditions precedent unless (but only to the extent) waived in writing by Legacy Health at Closing; provided, however, that none of Legacy Health or any other Legacy Health Entity may rely on the failure of any condition set forth in this Article 7 to be satisfied if such failure was caused by Legacy Health or another Legacy Health Entity's failure to act diligently and in good faith to comply with this Agreement; and provided further, that Legacy Health may not rely on the failure of the condition set forth in Section 7.9 to be satisfied if such failure was caused by Legacy Health or the Legacy Health Foundation's failure to act diligently and in good faith to execute the Grant Agreement (as defined below):

7.1 Representations/Warranties. The representations and warranties of OHSU contained in Article 5 shall be true and correct in all material respects as of the Closing Date (except to the extent that any such representation and warranty speaks as of a specified date, in which case such representation and warranty (as so read) shall be true and correct as of such specified date).

7.2 Performance of Covenants. OHSU shall have performed in all material respects all of the obligations and covenants required to be performed or complied with by it on or prior to the Closing Date.

7.3 OHSU Material Adverse Change. Since the Execution Date, there shall not have occurred any event, change or circumstance that constitutes an OHSU Material Adverse Change.

7.4 OHSU Governmental Approvals. All material notices, consents, authorizations, orders and approvals of any Government Entity required of OHSU in connection with the execution, delivery and performance of this Agreement as set forth on Schedule 7.4 (collectively, the “**OHSU Governmental Approvals**”) shall have been given or obtained (which may include reasonable written assurances from appropriate Government Entities that any such material licenses, permits and authorizations not actually issued as of the Closing will be issued following Closing, when so required), except for any documents required to be filed, or consents, authorizations, orders or approvals required to be issued after the Closing Date.

7.5 LH Governmental Approvals. All material notices, consents, authorizations, orders and approvals of any Government Entity required of Legacy Health or any other Legacy Health Entity in connection with the execution, delivery and performance of this Agreement as set forth on Schedule 7.5 (collectively, the “**LH Governmental Approvals**”, and together with the OHSU Governmental Approvals, the “**Governmental Approvals**”) shall have been given or obtained (which may include reasonable written or oral assurances from appropriate Government Entities that any such material licenses, permits and authorizations not actually issued as of the Closing will be issued following Closing, when so required), except for any documents required to be filed, or consents, authorizations, orders or approvals required to be issued after the Closing Date.

7.6 Required Consents. All consents, approvals, waivers, and estoppels of third parties that are listed on Schedule 7.6 and that are required to effect the Transactions shall have been obtained and shall be in form and substance reasonably satisfactory to Legacy Health.

7.7 Actions/Proceedings. No court shall have issued, unless subsequently vacated, an order prohibiting the Transactions.

7.8 Legacy Health Foundation Funding. On or before the Closing Date: (a) Legacy Health Foundation shall be funded with the Initial Foundation Funding Amount, subject to the possible post-Closing audit of such amount pursuant to Section 3.5 and subject also to the provisions of Section 10.1.7.2 regarding possible reductions to such amount; and (b) Legacy Health shall not have terminated this Agreement and the Transactions as a result of a Restrictive Government Obligation Determination pursuant to Section 10.1.7.2.

7.9 Grant Agreement. On or before the Closing Date, the Grant Agreement referenced in the MOU (the “**Grant Agreement**”) shall be duly executed by authorized officers of Legacy Health and Legacy Health Foundation.

7.10 New Credit Rating for Combined Health System. On or before the Closing Date, OHSU shall not have received a new credit rating for the combined Health System of below “A3” by Moody’s or below “A-” by S&P.

7.11 PacificSource Interest Transfer. On or before the Closing Date, Legacy Health shall have transferred its interest in PacificSource to Legacy Health Foundation in accordance with the provisions of the Transaction Documents.

7.12 Items to be Delivered by OHSU on or Prior to Closing. On or before the Closing Date, OHSU shall deliver or cause to be delivered to Legacy Health the following, duly executed by an authorized officer of OHSU, as appropriate:

7.12.1 A certificate of the Chief Executive Officer or any authorized officer of OHSU certifying, as of the Closing Date, to Legacy Health: (a) satisfaction of the conditions in Sections 7.1 and 7.2; and (b) that all conditions contained in Article 8 have been satisfied except those, if any, waived in writing by OHSU;

7.12.2 A certificate of the corporate Secretary of OHSU certifying, as of the Closing Date, to Legacy Health (a) the incumbency of the officers of OHSU on the Closing Date and bearing the authentic signatures of all such officers who shall execute documents required at Closing by this Agreement; and (b) the due adoption and text of the resolutions of the Board or other authorized body of OHSU authorizing (i) the Transactions, and (ii) the execution, delivery and performance of this Agreement and all ancillary documents and instruments required herein by OHSU, and that such resolutions have not been amended or rescinded and remain in full force and effect on the Closing Date;

7.12.3 Copies of any written consents of Government Entities set forth on Schedules 7.4 and 7.5 and of third parties set forth on Schedule 7.6 (as executed by such Government Entities and third parties); and

7.12.4 Such other instruments, certificates, consents or other documents as Legacy Health reasonably requests and are reasonably necessary to consummate the Closing of the Transactions contemplated by this Agreement.

8. CONDITIONS PRECEDENT TO OBLIGATIONS OF OHSU.

Notwithstanding anything herein to the contrary, the obligations of OHSU to consummate the Transactions are subject to the fulfillment, on or prior to the Closing Date, of the following conditions precedent unless (but only to the extent) waived in writing by OHSU at Closing; provided, however, that OHSU may not rely on the failure of any condition set forth in this Article 8 to be satisfied if such failure was caused by OHSU’s or any of its Affiliates’ failure to act diligently and in good faith to comply with this Agreement:

8.1 Representations/Warranties. The representations and warranties of Legacy Health contained in Article 4 shall be true and correct as of the Closing Date (except to the extent that any such representation and warranty speaks as of a specified date, in which case such representation and warranty (as so read) shall be true and correct as of such specified date),

provided, however, if any such representations and warranties of Legacy Health contained in Article 4 shall not be true and correct as of the Closing Date, it shall be a condition to the obligations of OHSU to consummate the Transactions under this Section 8.1 only if OHSU determines in its reasonable discretion that any such representation and warranty, either alone or in combination with any other related representations and warranties of Legacy Health contained in Article 4 that are not true and correct as of the Closing Date (the “**Applicable Representations**”), would reasonably be expected to result, individually or in the aggregate, in Damages of One Hundred Million Dollars (\$100,000,000) or more to OHSU after full recovery under all insurance policies covering any such Damages or from third parties responsible for any such Damages. Upon receipt of notice of such determination from OHSU to Legacy Health (a “**R&W Condition Notice**”), Legacy Health shall be permitted to deliver an objection notice (a “**R&W Condition Objection Notice**”) within ten (10) business days after receipt of such R&W Condition Notice. If Legacy Health does not provide a R&W Condition Objection Notice within such timeframe, OHSU shall be permitted to determine the condition set forth in this Section 8.1 has not been satisfied for purposes of Section 10.1.3. If Legacy Health does deliver a R&W Condition Objection Notice within such timeframe, then the matter shall be submitted by the Parties to the Independent Firm within three (3) business days thereafter. The Independent Firm shall then have thirty (30) business days to determine whether the fact the Applicable Representations are not true and correct would reasonably be expected to result, individually or in the aggregate, in Damages of One Hundred Million Dollars (\$100,000,000) or more to OHSU after full recovery under all insurance policies covering any such Damages or from third parties responsible for any such Damages. The Independent Firm shall render its determination in a written report to the Parties, and if the Independent Firm concludes in such report that the requirements in the immediately preceding sentence have been met, OHSU shall be permitted to determine the condition set forth in this Section 8.1 has not been satisfied for purposes of Section 10.1.3.

8.2 Performance of Covenants. Legacy Health, the Legacy Health Foundation and the other Legacy Health Entities shall have performed in all material respects all of the obligations and covenants required to be performed or complied with by them on or prior to the Closing Date.

8.3 Legacy Health Material Adverse Change. Since the Execution Date, there shall not have occurred any event, change or circumstance that constitutes a Material Adverse Change of Legacy Health.

8.4 Governmental Approvals. All Governmental Approvals shall have been given or obtained (which may include reasonable written or oral assurances from appropriate Government Entities that any such material licenses, permits and authorizations not actually issued as of the Closing will be issued following Closing, when so required), except for any documents required to be filed, or consents, authorizations, orders or approvals required to be issued after the Closing Date.

8.5 Actions/Proceedings. No court shall have issued, unless subsequently vacated, an order prohibiting the Transactions.

8.6 Disclosure Schedules. The Update Review Period shall have expired with respect to any Disclosure Schedules Update provided by Legacy Health to OHSU pursuant to Section 6.3

and shall not have resulted in OHSU terminating this Agreement in accordance with Section 6.3 and Section 10.1.6.

8.7 Required Consents. All consents, approvals, waivers, and estoppels of third parties that are listed on Schedule 7.6 and that are required to effect the Transactions shall have been obtained and shall be in form and substance reasonably satisfactory to OHSU.

8.8 PacificSource Interest Transfer. On or before the Closing Date, Legacy Health shall transfer (or have transferred) its interest in PacificSource to Legacy Health Foundation.

8.9 Material Restrictive Government Obligation Determination. OHSU shall not have terminated this Agreement and the Transactions as a result of a Material Restrictive Government Obligation Determination pursuant to Section 10.1.7.1.

8.10 Availability of Holdback Amounts. At the Closing, the sum of the amounts described in Section 3.5.2(a), less the sum of the amounts described in Section 3.5.2(b) (excluding clauses (vi) and (vii) of Section 3.5.2(b)), is greater than [REDACTED], such that Legacy Health has sufficient unrestricted cash to remit to OHSU at Closing the [REDACTED] Holdback Amount and the [REDACTED] Holdback Amount.

8.11 Grant Agreement. On or before the Closing Date, the Grant Agreement shall be duly executed by authorized officers of Legacy Health and Legacy Health Foundation.

8.12 New Credit Rating for Combined Health System. On or before the Closing Date, OHSU shall not have received a new credit rating for the combined Health System of below “A3” by Moody’s or below “A-” by S&P.

8.13 Items to be Delivered by Legacy Health on or Prior to Closing. On or before the Closing Date, Legacy Health shall deliver or cause to be delivered to OHSU the following, duly executed by an authorized officer of Legacy Health or the applicable Legacy Health Entity, as applicable:

8.13.1 On or before the Closing Date, to be effective as of the Effective Time, (a) Legacy Health shall file the Amended Legacy Health Articles with the Oregon Secretary of State; and (b) Legacy Health shall adopt the Amended Legacy Health Bylaws, in each case in accordance with Section 1.2;

8.13.2 A certificate of the Chief Executive Officer of Legacy Health certifying, as of the Closing Date, to OHSU: (a) confirming satisfaction of the conditions in Sections 8.1, 8.2 and 8.3; and (b) that all conditions contained in Article 7 have been satisfied except those, if any, waived in writing by Legacy Health;

8.13.3 A certificate of the Secretary of Legacy Health certifying, as of the Closing Date, to OHSU (a) the incumbency of the officers of Legacy Health and the other Legacy Health Entities on the Closing Date and bearing the authentic signatures of all such officers who shall execute any documents required at Closing by this Agreement and (b) the due adoption and text of the resolutions of the Board or other authorized body of Legacy Health, each applicable

Legacy Health Entity, and each applicable Specified Legacy Health JV authorizing (i) the Transactions, including the Amended Legacy Health Articles, the Amended Legacy Health Bylaws and other Legacy Health Entity Organizational Documents as described in Section 1.2, and (ii) the execution, delivery and performance of this Agreement and all ancillary documents and instruments required herein by Legacy Health and each other applicable Legacy Health Entity, and that such resolutions have not been amended or rescinded and remain in full force and effect on the Closing Date;

8.13.4 Copies of any written consents of Government Entities set forth on Schedules 7.4 and 7.5 and third parties set forth on Schedule 7.6 (as executed by such Government Entities and third parties);

8.13.5 A duly executed copy of the grant agreement referenced in the MOU memorializing the transfer of Legacy Health's interest in PacificSource to Legacy Health Foundation; and

8.13.6 Such other instruments, certificates, consents or other documents as OHSU reasonably requests and are reasonably necessary to consummate the Closing of the Transactions contemplated by this Agreement.

9. DISPUTE RESOLUTION.

9.1 Disputes. In the event of any dispute between any of the Parties and Legacy Health Foundation relating to this Agreement or any other Transaction Document (the "**Dispute Process Parties**"), the following process shall be followed. For purposes of the processes set forth in this Section 9.1 and in Section 9.2, following the Closing, Legacy Health Foundation shall have and exercise all rights of Legacy Health.

9.1.1 The applicable Dispute Process Parties shall attempt in good faith to resolve any dispute within sixty (60) days of any Dispute Process Party's first written notification of the dispute. The written notification shall be authorized by action of the complaining Dispute Process Party's Board (which, after the Closing, shall be Legacy Health Foundation's Board with respect to Legacy Health), and shall include a clear written statement of the dispute. The applicable Dispute Process Parties' respective executives shall meet and use good faith efforts to resolve the matter.

9.1.2 If the Parties' respective executives are unable to resolve a dispute within such sixty (60) day period, any applicable Dispute Process Party may escalate the dispute to the full OHSU Board which shall attempt in good faith to work with OHSU management and each non-OHSU Dispute Process Party's Board (which, after the Closing, shall be Legacy Health Foundation's Board with respect to Legacy Health) to resolve the dispute for an additional sixty (60) days.

9.1.3 If the OHSU Board is unable to resolve the dispute to the mutual satisfaction of OHSU and the applicable Dispute Process Party within such sixty (60) day period, each applicable Dispute Process Party may pursue any other means of resolving the dispute, except

that any proceeding brought in a court of law must be done so in accordance with Section 9.1.4 below.

9.1.4

9.1.4.1 ANY LEGAL SUIT, ACTION OR PROCEEDING PURSUED BY A DISPUTE PROCESS PARTY PURSUANT TO SECTION 9.1.3 SHALL BE INSTITUTED IN THE FEDERAL COURTS OF THE UNITED STATES OF AMERICA OR THE COURTS OF THE STATE OF OREGON, IN EACH CASE LOCATED IN THE CITY OF PORTLAND AND COUNTY OF MULTNOMAH, AND EACH DISPUTE PROCESS PARTY IRREVOCABLY SUBMITS TO THE EXCLUSIVE JURISDICTION OF SUCH COURTS IN ANY SUCH SUIT, ACTION OR PROCEEDING. SERVICE OF PROCESS, SUMMONS, NOTICE OR OTHER DOCUMENT BY MAIL TO SUCH DISPUTE PROCESS PARTY'S ADDRESS SET FORTH HEREIN SHALL BE EFFECTIVE SERVICE OF PROCESS FOR ANY SUIT, ACTION OR OTHER PROCEEDING BROUGHT IN ANY SUCH COURT. THE DISPUTE PROCESS PARTIES IRREVOCABLY AND UNCONDITIONALLY WAIVE ANY OBJECTION TO THE LAYING OF VENUE OF ANY SUIT, ACTION OR PROCEEDING IN SUCH COURTS AND IRREVOCABLY WAIVE AND AGREE NOT TO PLEAD OR CLAIM IN ANY SUCH COURT THAT ANY SUCH SUIT, ACTION OR PROCEEDING BROUGHT IN ANY SUCH COURT HAS BEEN BROUGHT IN AN INCONVENIENT FORUM.

9.1.4.2 EACH DISPUTE PROCESS PARTY ACKNOWLEDGES AND AGREES THAT ANY LEGAL SUIT, ACTION OR PROCEEDING PURSUED BY A DISPUTE PROCESS PARTY PURSUANT TO SECTIONS 9.1.3 AND 9.1.4.1 IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES AND, THEREFORE, EACH SUCH DISPUTE PROCESS PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY SUCH LEGAL SUIT, ACTION OR PROCEEDING. EACH CERTIFIES AND ACKNOWLEDGES THAT (A) NO REPRESENTATIVE OF ANY OTHER DISPUTE PROCESS PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER DISPUTE PROCESS PARTY WOULD NOT SEEK TO ENFORCE THE FOREGOING WAIVER IN THE EVENT OF A LEGAL SUIT, ACTION OR PROCEEDING, (B) SUCH DISPUTE PROCESS PARTY HAS CONSIDERED THE IMPLICATIONS OF THIS WAIVER, (C) SUCH DISPUTE PROCESS PARTY MAKES THIS WAIVER VOLUNTARILY AND (D) SUCH DISPUTE PROCESS PARTY HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.

9.1.5 The Parties hereby acknowledge and agree that nothing in this Agreement shall be deemed to limit, restrict, waive or terminate any rights of notice or redress of any Dispute Process Party existing under applicable Legal Requirements with any governmental agency, bureau, commission or department.

9.2 Equitable Relief. Notwithstanding anything to the contrary in this Agreement, the Parties acknowledge that a breach or threatened breach of this Agreement or any other Transaction Document by a Dispute Process Party would cause the non-breaching Dispute Process Party or Dispute Process Parties to suffer immediate and irreparable harm which could not be fully remedied with the payment of monetary damages. As such, in addition to any other remedies

available, the non-breaching Dispute Process Party or Dispute Process Parties shall be entitled to specific performance, preliminary and permanent injunctive relief, and other available equitable remedies to prevent, restrain or cure a breach or threatened breach of this Agreement or other Transaction Document by another Dispute Process Party, either pending or following a trial on the merits, without the need to post bond or other security. For avoidance of doubt, any Dispute Process Party may seek to obtain injunctive (but not other) relief to prevent a threatened or ongoing breach of this Agreement or other Transaction Document without first pursuing the dispute resolution process set forth in Section 9.1.

9.3 Exclusive Process and Remedies. THE PARTIES AGREE THAT THE PROCEDURES SET FORTH IN THIS ARTICLE 9 SHALL BE THE SOLE AND EXCLUSIVE PROCEDURES FOR RESOLVING DISPUTES ARISING UNDER THIS AGREEMENT OR REGARDING THE TRANSACTIONS.

10. TERMINATION.

10.1 Termination Prior to Closing. This Agreement and the Transactions may be terminated at any time prior to Closing under any one of the following circumstances:

10.1.1 *Mutual Consent.* By mutual written consent of OHSU and Legacy Health.

10.1.2 *Material Adverse Change.* By OHSU or Legacy Health, upon thirty (30) days' prior written notice to the other Party, if there has been a Material Adverse Change (in the case of OHSU's right to terminate) or OHSU Material Adverse Change (in the case of Legacy Health's right to terminate) with respect to such other Party; provided, that such Material Adverse Change or OHSU Material Adverse Change (or the circumstances or conditions creating the anticipated Material Adverse Change or OHSU Material Adverse Change) is not remedied within such thirty (30) day notice period.

10.1.3 *Material Breach by Legacy Health.* By OHSU if there has been a material breach by Legacy Health of any covenant, agreement, representation or warranty contained in this Agreement which has prevented or would prevent the satisfaction of any condition to the obligations of OHSU at the Closing set forth in Article 8, and (a) such breach has not been waived by OHSU, (b) OHSU has provided written notice to Legacy Health of such breach and (c) such breach has not been cured within thirty (30) calendar days after Legacy Health's receipt of such written notice from OHSU; provided, however, that OHSU shall not have the right to terminate this Agreement pursuant to this Section 10.1.3 if OHSU is then in material breach of any of its covenants, obligations, representations or warranties set forth in this Agreement which has prevented or would prevent the satisfaction of any condition to the obligations of Legacy Health at the Closing set forth in Article 7.

10.1.4 *Material Breach by OHSU.* By Legacy Health if there has been a material breach by OHSU of any covenant, agreement, representation or warranty contained in this Agreement which has prevented or would prevent the satisfaction of any condition to the obligations of Legacy Health at the Closing set forth in Article 7, and (a) such breach has not been waived by Legacy Health, (b) Legacy Health has provided written notice to OHSU of such breach and (c) such breach has not been cured within thirty (30) calendar days after OHSU's receipt of

such written notice from Legacy Health; provided, however, that Legacy Health shall not have the right to terminate this Agreement pursuant to this Section 10.1.4 if Legacy Health is then in material breach of any of its covenants, obligations, representations or warranties set forth in this Agreement which has prevented or would prevent the satisfaction of any condition to the obligations of OHSU at the Closing set forth in Article 8.

10.1.5 Failure to Obtain Requisite Approvals. By either OHSU or Legacy Health, upon written notice to the other Party, if (i) the conditions of this Agreement set forth in Section 7.4 (OHSU Governmental Approvals), Section 7.5 (LH Governmental Approvals) or Section 8.4 (Governmental Approvals) become Impossible, or (ii) the conditions of this Agreement set forth in Section 7.6 (Required Consents) or Section 8.7 (Required Consents) become incapable of satisfaction or performance by the Outside Date; provided, however, that the right to terminate this Agreement under this Section 10.1.5 shall not be available to any Party whose failure to fulfill any obligation under this Agreement has been the cause of, or resulted in, the inability or failure to satisfy or perform such conditions.

10.1.6 Disclosure Schedules Update. By OHSU pursuant to, and in accordance with, Section 6.3.2.

10.1.7 Restrictive Government Obligation Determination.

10.1.7.1 By OHSU if a Restrictive Government Obligation Determination shall have been determined to be a Material Restrictive Government Obligation Determination pursuant to Section 6.6.7; provided, that, in the event that OHSU terminates this Agreement pursuant to this Section 10.1.7.1, OHSU shall pay Legacy Health or its designee Affiliate a termination fee of Twenty Five Million Dollars (\$25,000,000). For avoidance of doubt, Section 10.1.5 shall apply, and no termination fee will be owed by OHSU to Legacy Health, if (a) the Transactions have not been approved by a Government Entity by the Outside Date and OHSU elects to terminate this Agreement pursuant to Section 10.1.5; or (b) a Government Entity has enjoined or otherwise blocked the consummation of the Transactions and such decision has not been overturned by the Outside Date. This Section 10.1.7.1 shall apply, and a termination fee will be owed by OHSU to Legacy Health, only if a Government Entity permits the Transactions to be consummated by the Outside Date but subject to conditions such that OHSU has made a Restrictive Government Obligation Determination (which shall have been determined to be a Material Restrictive Government Obligation Determination pursuant to Section 6.6.7) and OHSU terminates this Agreement as a result.

10.1.7.2 By Legacy Health if a Restrictive Government Obligation Determination shall have occurred that effects, to an extent greater than Fifty Million Dollars (\$50,000,000), the obligations of OHSU pursuant to Section 3.5 or the Initial Foundation Funding Amount or the payment thereof pursuant to this Agreement. For the avoidance of doubt, in the event of a Restrictive Government Obligation Determination that effects the obligations of OHSU pursuant to Section 3.5 or the Initial Foundation Funding Amount or the payment thereof pursuant to this Agreement to an extent equal to or less than Fifty Million Dollars (\$50,000,000), Legacy Health shall not have the right to terminate this Agreement and the obligations of OHSU pursuant to Section 3.5 or the Initial Foundation Funding Amount or the payment thereof pursuant to this

Agreement (in each case as applicable) shall be deemed to be revised as required by (and to conform to) such Restrictive Government Obligation Determination.

10.1.8 *Expiration.* By OHSU or Legacy Health on at least thirty (30) days' prior written notice if the Closing shall not have occurred on or before the date that is eighteen (18) months following the initial required filing with OHA for the HCMO Process, irrespective of the date on which OHA deems such filing complete or any additional filings or response submitted after such date (the "**Outside Date**"); provided, however, that the right to terminate this Agreement under this Section 10.1.8 shall not be available to any Party whose failure to fulfill any obligation under this Agreement has been the cause of, or resulted in, the inability or failure of the Closing to occur by such Outside Date.

10.2 Effects of Termination Prior to Closing. In the event that this Agreement is terminated prior to Closing pursuant to Section 10.1, this Agreement shall forthwith become null and void and have no effect, without any liability on the part of any Party, or any of their respective directors, trustees, officers, employees, partners, managers or equity holders, and all rights and obligations of any Party shall cease, except that the following provisions shall survive such termination: Article 10 (Termination), Section 12.1 (Choice of Law), Section 12.2 (Assignment), Section 12.3 (Confidentiality), Section 12.4 (Public Announcements), Section 12.5 (Waiver of Breach), Section 12.6 (Notice), Section 12.7 (Severability), Section 12.9 (Third-Party Beneficiaries and Legacy Health Foundation Enforcement Rights), Section 12.10 (Entire Agreement/Amendment) and Section 12.11 (Cost of Transactions and Transfer Taxes). Notwithstanding the foregoing, no such termination of this Agreement shall relieve any Party from liability or damages for or arising out of fraud, unlawful conduct or any breach of this Agreement prior to termination of this Agreement.

11. SURVIVAL; INDEMNIFICATION.

11.1 Survival.

11.1.1 Except as expressly set forth in this Agreement to the contrary, all of the representations and warranties of Legacy Health and OHSU, respectively, contained in this Agreement shall survive the execution and delivery of this Agreement and the Closing and continue in force and effect for a period of two (2) years after the Closing; provided, however, that the representations and warranties of Legacy Health in Section 4.1 (Organization and Good Standing of the Legacy Health Entities), Section 4.2 (Powers; Consents; Absence of Conflicts with Other Agreements), Section 4.3 (Binding Agreement), Section 4.4 (Legal and Regulatory Compliance), Section 4.7 (Permits), Section 4.8 (Medicare Participation/Accreditation; Third-Party Payor Claims), Section 4.9, (Data Privacy), Section 4.13 (Environmental Laws), Section 4.15.3 (Employee Relations/Compliance), Section 4.19 (Medical Staff and Employed Physician Matters), Section 4.21 (Research) and Section 4.22 (Compliance Program and Related Matters) shall continue in full force and effect for six (6) years after the Closing.

11.1.2 All covenants and agreements in this Agreement that contemplate performance after Closing shall survive Closing in accordance with their terms. The covenant set forth in Section 11.2.1(d) shall survive the execution and delivery of this Agreement and the Closing and continue in force and effect for a period of six (6) years.

11.2 Indemnification.

11.2.1 *Indemnification by Legacy Health.* As a material condition of OHSU's willingness to provide the financial and other commitments set forth in this Agreement, Legacy Health shall keep and save OHSU and its Affiliates, and their respective directors, trustees, officers, employees, agents and other representatives (collectively, "**OHSU Indemnified Parties**"), harmless from and shall indemnify and defend the OHSU Indemnified Parties against any and all Actions, awards, suits, proceedings, obligations, judgments, liabilities, penalties, interest, violations, fees, fines, claims, losses, costs, demands, direct damages, deficiencies, Liens, encumbrances and expenses including reasonable attorneys' fees (collectively, "**Damages**"), to the extent arising or resulting from: (a) any breach of any representation or warranty of Legacy Health under this Agreement; (b) any breach or default by Legacy Health of any covenant or agreement of Legacy Health under this Agreement to be performed on or prior to the Closing Date; (c) the intentional fraud or willful misconduct of Legacy Health or the other Legacy Health Entities, or Legacy Health Foundation, or their respective directors, trustees, officers, employees, agents and other representatives; and (d) any liabilities, known or unknown, contingent or fixed, of any Legacy Health Entity, that relate to the ownership or operation of any Legacy Health Entity, including for clarity and without limitation Legacy Health Foundation and PacificSource, prior to the Closing Date, and that are not reflected, identified or reserved for in the Financial Statements or the Closing Financial Statements.

11.2.2 *Indemnification by OHSU.* As a material condition of Legacy Health's willingness to enter into this Agreement and consummate the Transactions, OHSU shall, subject to any and all applicable limitations on liability, exclusions, and notice requirements of the Oregon Constitution and/or as set out in the Oregon Tort Claims Act (ORS 30.260 through 30.300), keep and save Legacy Health, Legacy Health Foundation and the other Legacy Health Entities, and their respective directors, trustees, officers, employees, agents and other representatives (collectively, "**Legacy Health Indemnified Parties**" and together with the OHSU Indemnified Parties, the "**Indemnified Parties**"), harmless from and shall indemnify and defend the Legacy Health Indemnified Parties against any and all Damages, to the extent arising or resulting from: (a) any breach of any representation or warranty of OHSU under this Agreement; (b) any breach or default by OHSU of any covenant or agreement of OHSU under this Agreement to be performed on or prior to the Closing Date; or (c) the intentional fraud or willful misconduct of OHSU, or its directors, trustees, officers, employees, agents and other representatives when acting within the scope and course of their employment or duties. Damages for which Indemnified Parties may be indemnified under Sections 11.2.1 or 11.2.2 are referred to herein as "**Indemnifiable Losses.**"

11.2.3 *Indemnification Limitations.*

11.2.3.1 *Time Limitation.* An Indemnifying Party shall not be responsible, pursuant to Sections 11.2.1 or 11.2.2, for any Indemnifiable Losses suffered by any Indemnified Party unless a claim therefor is asserted in writing during the applicable survival period (as provided in Section 11.1), failing which such claim shall be waived and extinguished.

11.2.3.2 *Legacy Amount Limitations.* Legacy Health shall not be obligated to indemnify any OHSU Indemnified Party against Indemnifiable Losses in respect of any claim for indemnification pursuant to Section 11.2.1(a) or Section 11.2.1(d) except to the

extent that the aggregate Indemnifiable Losses for which Legacy Health would, but for this Section 11.2.3.2, be liable pursuant to Section 11.2.1(a) and Section 11.2.1(d) exceed an amount equal to [REDACTED] (the “**Threshold**”), in which case the OHSU Indemnified Parties shall be entitled to recover for all such Indemnifiable Losses in excess of the Threshold subject to the other limitations set forth in this Article 11. The maximum aggregate liability in respect of which Legacy Health may be liable for Indemnifiable Losses pursuant to Section 11.2.1(a) and Section 11.2.1(d), after giving effect to the limitations in this Article 11, shall not exceed an amount equal to the sum of the [REDACTED] Holdback Amount plus [REDACTED] (such sum, the “**Cap**”).

11.2.3.3 OHSU Amount Limitations. OHSU shall not be obligated to indemnify any Legacy Health Indemnified Party against Indemnifiable Losses in respect of any claim for indemnification pursuant to Section 11.2.2(a) except to the extent that the aggregate Indemnifiable Losses for which Legacy Health would, but for this Section 11.2.3.3, be liable pursuant to Section 11.2.2(a) exceed the Threshold, in which case the Legacy Health Indemnified Parties shall be entitled to recover for all such Indemnifiable Losses in excess of the Threshold subject to the other limitations set forth in this Article 11. The maximum aggregate liability in respect of which OHSU may be liable for Indemnifiable Losses pursuant to Section 11.2.2(a), after giving effect to the limitations in this Article 11, shall not exceed an amount equal to the Cap.

11.2.3.4 Consequential Damages. Notwithstanding anything to the contrary in this Agreement, no Party shall, in any event, be liable to any other Person for any consequential, incidental, indirect, special or punitive damages of such other Person, including loss of revenue, income or profits, diminution of value or loss of business reputation or opportunity relating to the breach or alleged breach hereof and, in particular, no “multiple of profits” or “multiple of cash flow” or similar valuation methodology shall be used in calculating the amount of any Indemnifiable Losses; provided, however, the limitations contained in this Section 11.2.3.4 shall not apply to the extent of any payments that any Party is required to make in respect of a Third Party Claim.

11.2.3.5 Effect of Investigation. The representations, warranties and covenants of the Indemnifying Party, and the Indemnified Party’s right to indemnification with respect thereto, shall not be affected, reduced or deemed waived by reason of any investigation made by or on behalf of the Indemnified Party (including by any of its directors, trustees, officers, employees, agents and other representatives) or by reason of the fact that the Indemnified Party or any of its directors, trustees, officers, employees, agents and other representatives knew or should have known that any such representation or warranty is, was or might be inaccurate.

11.2.4 Mitigation. Each Indemnified Party shall use commercially reasonable efforts to mitigate Indemnifiable Losses for which indemnification may be claimed by them pursuant to this Agreement upon and after becoming aware of any event that could reasonably be expected to give rise to any such Indemnifiable Losses, including by seeking full recovery under all insurance policies covering any Indemnifiable Losses to the same extent as it would if such Indemnifiable Losses were not subject to indemnification hereunder.

11.2.5 Fulfilling Indemnification Obligations.

11.2.5.1

[REDACTED]

11.2.5.2

[REDACTED]

11.2.5.3

[REDACTED]

11.2.5.4 The Parties acknowledge and agree that Legacy Health Foundation shall have no obligations or liabilities in respect of the indemnification obligations of any Party under this Article 11 or otherwise, notwithstanding Legacy Health Foundation’s status as a third party beneficiary of this Agreement and the Transaction Documents and Legacy Health Foundation’s rights to enforce the provisions of such agreements.

11.2.5.5 No Rescission. No breach of any representation, warranty, covenant or agreement contained herein, or any other acts or omissions, shall give rise to any right on the part of any Party, after the consummation of the Transactions, to rescind this Agreement or any of the Transactions.

11.3 Insurance Proceeds. In furtherance of the provisions of Section 11.2.4, the amount of any Indemnifiable Losses shall be reduced or reimbursed, as the case may be, (a) by any amount received by the OHSU Indemnified Parties or the Legacy Health Indemnified Parties, as the case

may be, with respect thereto under any insurance coverage or from any other third-party Person alleged to be responsible therefor, and (b) by the available balance of the [REDACTED] Holdback Amount, in the case of self-insured claims as provided for in Section 3.5.5. In the event that an insurance or other recovery is made by any Party with respect to any Indemnifiable Losses for which any such Person has been indemnified hereunder and has received funds in the amount of the Indemnifiable Losses or portion thereof, then a refund equal to the aggregate amount of the recovery shall be made promptly to the Indemnifying Party.

11.4 Notice; Defense of Claims. Any Indemnified Party may make claims for indemnification hereunder by giving prompt written notice thereof to Legacy Health and Legacy Health Foundation in the case of claims made by an OHSU Indemnified Party, or to OHSU in the case of claims made by a Legacy Health Indemnified Party. Such notice shall state all of the information then available to the Indemnified Party regarding the amount and nature of such claim and shall specify the representation, warranty, covenant or agreement in this Agreement under which the liability or obligation is asserted. Any such claim that is not sought for a claim by or in respect of a third party shall be resolved pursuant to the process set forth in Section 9.1. If indemnification is sought for a claim by or in respect of any third party, the Indemnified Party shall also give Legacy Health and Legacy Health Foundation or OHSU, as applicable, written notice of such claim as to which such Indemnified Party may request indemnification hereunder as soon as is practicable and in any event within thirty (30) days following the time that such Indemnified Party learns of such claim; provided, however, that the failure to do so shall not relieve the Party with the indemnification obligation hereunder (each an “**Indemnifying Party**” and collectively, the “**Indemnifying Parties**”) from any liability except to the extent that it is materially prejudiced by the failure or delay in giving such notice. In the case of any claim for indemnification resulting from the assertion of liability by third parties (each, a “**Third Party Claim**”), the Indemnifying Party will have twenty (20) days from receipt of notice of a Third Party Claim from the Indemnified Party to give written notice to the Indemnified Party of its assumption of the defense thereof (a “**Notice of Assumption**”). If a Notice of Assumption is timely given as provided in the immediately preceding sentence, the Indemnifying Party will have the right to assume the defense of the Indemnified Party against the Third Party Claims with counsel of its choice and at the Indemnifying Party’s sole cost and expense; provided, however, that the Indemnified Party is authorized to file any motion, answer or other pleading that may be reasonably necessary or appropriate to protect the interests of the Indemnified Party during such twenty (20) day period at the Indemnifying Party’s cost and expense. In the event that (a) a Notice of Assumption is not timely given as provided herein, or (b) the Indemnifying Party does not offer reasonable assurances to the Indemnified Party as to the Indemnifying Party’s capacity to diligently defend such claim, the Indemnified Party may, upon written notice to the Indemnifying Party (including Legacy Health Foundation, if applicable), assume the defense (with legal counsel chosen by the Indemnified Party) and dispose of the claim, at the sole cost and expense of the Indemnifying Party (subject to Legal Requirements and the other limitations contained herein). So long as the Indemnifying Party has assumed the defense of the Third Party Claim in accordance herewith: (i) the Indemnified Party may retain separate co-counsel and participate in the defense of the Third Party Claim, which retention and participation (except as provided in the next sentence) shall be at the sole cost and expense of the Indemnified Party; (ii) the Indemnified Party will not file any papers or consent to the entry of any judgment or enter into any settlement with respect to the Third Party Claim without the prior written consent of the Indemnifying Party (such

prior written consent not to be unreasonably withheld or delayed); and (iii) the Indemnifying Party will not: (A) admit to any wrongdoing; or (B) consent to the entry of any judgment or enter into any settlement with respect to the Third Party Claim, in each case, without the prior written consent of the Indemnified Party (such prior written consent not to be unreasonably withheld or delayed). Notwithstanding receipt of a Notice of Assumption, the Indemnified Party shall have the right to employ its own counsel in respect of any Third Party Claim, but the fees and expenses of such counsel shall be at the Indemnified Party's own cost and expense, unless (1) the employment of such counsel and the payment of such fees and expenses shall have been specifically authorized by the Indemnifying Party in connection with the defense of such Third Party Claim, (2) the Indemnifying Party has failed to diligently defend the Third Party Claim, or (3) the Indemnified Party shall have reasonably concluded that there may be specific defenses available to the Indemnified Party that are different from or in addition to those available to the Indemnifying Party in which case the costs and expenses incurred by the Indemnified Party shall be borne by the Indemnifying Party. For purposes of the processes set forth in this Section 11.4, following the Closing, Legacy Health Foundation shall act as the exclusive representative and the express third party beneficiary of Legacy Health as contemplated by Section 12.9, and shall be entitled to all rights and be subject to all obligations of Legacy Health set forth in this Section 11.4. Notwithstanding the foregoing, OHSU's participation in the processes set forth in this Section 11.4 shall be subject in all respects to, and shall be in accordance with, the applicable provisions of the Oregon Tort Claims Act.

11.5 Exclusive Remedy. Recovery of Damages pursuant to the provisions and limitations of this Article 11 shall be the sole and exclusive remedy with respect to any and all Damages of a Party arising or resulting from the Transactions, except the applicable Party's rights to seek equitable relief pursuant to Section 9.2.

12. MISCELLANEOUS.

12.1 Choice of Law. The Parties agree that this Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to conflict of laws principles.

12.2 Assignment. Subject to any provisions herein to the contrary, this Agreement shall inure to the benefit of and be binding upon the Parties hereto and their respective legal representatives, successors, and permitted assigns. No Party may assign this Agreement without the prior written consent of the other Parties, and any such purported assignment shall be void. For purposes of granting or withholding consent to assignment under this Section 12.2, following the Closing, Legacy Health Foundation shall act as the exclusive representative and the express third party beneficiary of Legacy Health pursuant to Section 12.9.

12.3 Confidentiality. Notwithstanding anything herein to the contrary, the Parties acknowledge that OHSU is a public corporation and is subject to the Oregon Public Records Law (ORS 192), and any information given by a Party to OHSU, including, without limitation, the terms and conditions of this Agreement, is a public record and may be subject to disclosure under the Oregon Public Records Law. Subject to the foregoing, each Party shall hold, and shall use its commercially reasonable efforts to cause its Affiliates, and their respective officers, directors, employees and agents to hold, in strict confidence from any Person, unless (a) such disclosure is

mandated by Legal Requirements, or (b) disclosed in an action or proceeding brought by a Party in pursuit of its rights or in the exercise of its remedies hereby, all documents and information concerning any other Party or any of its Affiliates (collectively, “**Confidential Information**”) furnished to it by such other Party or such other Party’s officers, directors and agents in connection with this Agreement or the Transactions, except to the extent that such documents or information can be shown to have been (i) previously known by the Party receiving such documents or information, (ii) in the public domain (either prior to or after the furnishing of such documents or information hereby) through no fault of such receiving Party, or (iii) later acquired by the receiving Party from another source if the receiving Party is not aware that such source is under an obligation to another Party to keep such documents and information confidential; provided, however, that following the Closing the foregoing restrictions shall not apply to OHSU’s or any of its Affiliates’ use of Confidential Information concerning the Legacy Health Entities (noting that Legacy Health Foundation shall not be a Legacy Health Entity) furnished by or on behalf of the Legacy Health Entities (noting that Legacy Health Foundation shall not be a Legacy Health Entity). For avoidance of doubt, the Parties acknowledge and agree that all Confidential Information of a Party constitutes sensitive business records of that Party and, moreover, this Agreement is a sensitive business record of each Party and therefore shall be deemed to be Confidential Information of each Party. If a Party receives a request, pursuant to any Legal Requirements, for disclosure of another Party’s Confidential Information, and the Party receiving the request is permitted to do so, the Party receiving the request shall provide the Party whose Confidential Information is being sought with prior prompt written notice of the request and allow the Party whose Confidential Information is being sought, at its sole expense, to seek a restraining order or other appropriate relief provided, but only to the extent such attempts do not result in any Party violating its legal obligations. In the event the Transactions are not consummated, upon the request of any other Party, each Party shall, and shall cause its Affiliates, promptly (and in no event later than five (5) days after such request) to redeliver or cause to be redelivered all copies of Confidential Information furnished by the requesting Party in connection with this Agreement or the Transactions and destroy or cause to be destroyed all notes, memoranda, summaries, analyses, compilations and other writings related thereto or based thereon prepared by the Party that was furnished such Confidential Information or its officers, directors and agents; provided, however, that any of the foregoing Confidential Information may be retained (x) by any Party as necessary or appropriate to satisfy any applicable Legal Requirement; or (y) in the files of any Party’s outside counsel as long as such Confidential Information is restricted from access by such Party (other than the outside counsel), provided, that such Party may have access to these documents in the case of any dispute between the Parties regarding the enforcement of any provision of this Agreement; and (z) in an archived computer system backup in accordance with such Party’s security and/or disaster recovery procedures, and such Party may retain one copy of all Confidential Information prepared for archival or record retention purposes; and provided, further, that in each case under clauses (x), (y) and/or (z), such Confidential Information shall continue to be subject to the confidentiality terms of this Agreement, including those set forth in this Section 12.3. Notwithstanding the redelivery or destruction of Confidential Information, the Party originally receiving such Confidential Information shall continue to be bound by its obligations of confidentiality under this Agreement, including those set forth in this Section 12.3.

12.4 Public Announcements. Except as otherwise mandated by applicable Legal Requirements, and except with respect to OHSU (and its Affiliates) and the Legacy Health Entities

following the Closing, OHSU and Legacy Health will not, and will not permit any of their respective Affiliates, representatives or advisors to, issue or cause the publication of any press release or make any other public announcement, including any general announcements to employees, customers, suppliers or providers of the Legacy Health Entities with respect to the Transactions without the consent of the other Parties, which consent shall not be unreasonably withheld, conditioned or delayed. OHSU, Legacy Health and Legacy Health Foundation shall cooperate with each other in the development and distribution of all press releases and other public announcements with respect to this Agreement and the transactions contemplated hereby, and shall furnish the other Parties with drafts of any such releases and announcements as far in advance as possible.

12.5 Waiver of Breach. Any term, covenant or condition herein may be waived at any time by a Party entitled to the benefit thereof, but only by a written notice signed by an authorized officer of such Party. The failure to enforce or the waiver by any Party of a term, provision or breach or violation of any provision of this Agreement shall not operate as, or be construed to constitute, a waiver of any subsequent breach of the same or any other provision hereof. For purposes of this Section 12.5, following the Closing, Legacy Health Foundation shall act as the exclusive representative and the express third party beneficiary of Legacy Health pursuant to Section 12.9.

12.6 Notice. Any notice, demand, or communication required, permitted, or desired to be given hereunder must be in writing and shall be deemed effectively given to the other Party on the earliest of the date (a) of delivery when personally delivered or delivered by e-mail or facsimile with confirmation of delivery, (b) three (3) business days after such notice is sent by registered U.S. mail, return receipt requested, or (c) one (1) business day after delivery of such notice into the custody and control of a nationally or internationally recognized overnight courier service for next day delivery; in each case to the appropriate address below:

OHSU: Oregon Health & Science University
Mail code: L585
3181 SW Sam Jackson Park Road
Portland, Oregon 97239
Attn: General Counsel
Email: legal@ohsu.edu
Fax: 503-494-0917

With a copy (which shall not constitute notice) to:

Hogan Lovells US LLP
390 Madison Avenue
New York, NY 10017
Attn: Jeffrey Schneider
Email: jeff.schneider@hoganlovells.com
Fax: 212-918-3100

Legacy Health: Legacy Health
1919 NW Lovejoy Street

Portland, OR 97209
Attn: Craig R. Armstrong, Chief Legal Officer
E-mail: crrarmst@lhs.org

With a copy (which shall not constitute notice) to:

Reed Smith LLP
Three Logan Square
1717 Arch Street
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or to such other address or addresses, and to the attention of such other person(s) or officer(s), as a Party may designate.

12.7 Severability. If either (a) a court of competent jurisdiction holds that any material provision or requirement of this Agreement violates any applicable Legal Requirement; or (b) a Government Entity with jurisdiction definitively advises the Parties that a feature or provision of this Agreement violates Legal Requirements over which such Government Entity has jurisdiction, then each such provision, feature or requirement shall be fully severable and: (i) this Agreement shall be construed and enforced as if such illegal, invalid, or unenforceable provision had never comprised a part hereof; (ii) the remaining provisions hereof that reasonably can be given effect apart from the invalidated provision shall remain in full force and effect and shall not be affected by the severable provision; and (iii) the Parties shall in good faith negotiate and substitute a provision as similar to such severable provision as may be possible and still be legal, valid and enforceable. For purposes of subpart (iii) in the immediately preceding sentence, following the Closing, Legacy Health Foundation shall act as the exclusive representative and the express third party beneficiary of Legacy Health pursuant to Section 12.9.

12.8 Divisions and Headings. The divisions of this Agreement into sections and subsections and the use of captions and headings in connection therewith are solely for convenience and shall have no legal effect in construing the provisions of this Agreement.

12.9 Third-Party Beneficiaries and Legacy Health Foundation Enforcement Rights.

12.9.1 Except as specifically set forth herein, the terms and provisions of this Agreement are intended solely for the benefit of the Parties to whom such terms and provisions apply, and their respective permitted successors or assigns, and it is not the intention of the Parties to confer, and this Agreement shall not confer, third-party beneficiary rights upon any other Person or Entity, as “third-party beneficiary” or otherwise.

12.9.2 The Parties hereby expressly acknowledge and agree, and shall be deemed to have acknowledged and agreed, that, notwithstanding anything to the contrary set forth in this Agreement:

12.9.2.1 Legacy Health Foundation shall be and is an express third-party beneficiary of, and pursuant to, this Agreement and the Transaction Documents with full right and authority (i) to enforce all of its rights pursuant to the terms and provisions of this Agreement and the Transaction Documents, and (ii) to enforce all of the rights of Legacy Health pursuant to the terms and provisions of this Agreement and the Transaction Documents. Each of the Parties intends that Legacy Health Foundation shall be an express third-party beneficiary as set forth in this Section 12.9.2. The Parties each hereby fully waive any rights to bring or maintain any legal suit, action or proceeding, and covenant not to bring any legal suit, action or proceeding, challenging Legacy Health Foundation's rights and standing pursuant to this Section 12.9.2. Legacy Health Foundation shall have all rights and status as an express donee beneficiary and express creditor beneficiary (as applicable) pursuant to Oregon Law, and shall not be regarded merely as an incidental beneficiary pursuant to Oregon law.

12.9.2.2 Without limiting the foregoing, on and after the Closing Date,

(a) Legacy Health Foundation shall have standing and shall have the exclusive and continuing right to enforce performance by OHSU and its Affiliates of all of OHSU's covenants, obligations and other agreements set forth in this Agreement and the Transaction Documents on behalf of Legacy Health without the need for Legacy Health any other Affiliate of OHSU to be a party to such action.

(b) Legacy Health Foundation shall have and may exercise all rights of Legacy Health pursuant Article 9 and shall be subject to all obligations and processes set forth in Article 9.

(c) After the Closing, for all reports made to or by OHA that address OHSU's compliance with its obligations pursuant to this Agreement or any of the Transaction Documents, OHSU shall promptly, and in no event more than 5 days, after such report is made, provide Legacy Health Foundation copies of and access to all such reports. Promptly upon, and in no event more than 5 days after request from Legacy Health Foundation, OHSU will provide Legacy Health Foundation any other existing public records reasonably appropriate for purposes of addressing OHSU's compliance with its obligations pursuant to this Agreement and each of the Transaction Documents. The Parties and Legacy Health Foundation will work in good faith to develop and implement mechanisms for information sharing and notices between Legacy Health Foundation and OHSU for purposes of addressing OHSU's compliance with its obligations pursuant to this Agreement and each of the Transaction Documents.

12.10 Entire Agreement/Amendment. This Agreement, including all Schedules and Exhibits attached hereto, supersedes all previous contracts or understandings (including any offers, letters of intent, proposals or letters of understanding among the Parties) and constitutes the entire agreement among the Parties regarding the matters addressed herein. As among the Parties, no oral

statements or prior written material not specifically incorporated or referenced herein shall be of any force and effect. The Parties acknowledge and agree that this Agreement is intended to be consistent with the provisions of related agreements or documents entered into in connection with this Agreement and the Transactions. The Parties specifically acknowledge that, in entering into and executing this Agreement, the Parties are relying solely upon the representations, warranties, covenants and agreements contained in this Agreement and no others unless expressly referenced herein. All prior representations, warranties, covenants or agreements, whether written or oral, not expressly incorporated or referenced herein are superseded. No changes in, amendments of, or additions to this Agreement shall be recognized unless and until made in writing and signed by all Parties. For purposes of the immediately preceding sentence, following the Closing, Legacy Health Foundation shall act as the exclusive representative and the express third party beneficiary of Legacy Health pursuant to Section 12.9.

12.11 Cost of Transactions and Transfer Taxes.

12.11.1 Whether or not the Transactions shall be consummated, the Parties agree as follows: (a) Legacy Health shall pay the fees, expenses, and disbursements of Legacy Health and the other Legacy Health Entities and their agents, representatives, accountants, and legal counsel incurred in connection with the subject matter hereof and any amendments hereto; and (b) OHSU shall pay (i) the fees, expenses, and disbursements of OHSU and its agents, representatives, accountants, and legal counsel incurred in connection with the subject matter hereof and any amendments hereto; and (ii) all filing fees and other amounts payable to or at the direction of any applicable Government Entity associated with the Government Entity processes described in Section 6.6 (but no other Legacy Health-incurred costs in connection with such processes, such as consultant fees, attorneys fees or other expenses, unless the Parties expressly agree otherwise in writing with respect to particular expenses). Both prior to and after the Closing, Legacy Health Foundation shall pay the fees, expenses and disbursements of Legacy Health Foundation and its agents, representatives, accountants, and legal counsel incurred in connection with the subject matter hereof and any amendments hereto, including all costs incurred in exercising Legacy Health Foundation's rights under Section 12.9 above.

12.11.2 Any state or local real property transfer or gains tax, stamp tax, sales tax, use tax, stock transfer or other similar tax imposed (including any related penalties and interest) as a result of the Transactions ("**Transfer Taxes**") shall be paid at Closing fifty percent (50%) by OHSU and fifty percent (50%) by Legacy Health. OHSU shall timely prepare and file all tax returns with respect to Transfer Taxes. Legacy Health will cooperate with OHSU in the filing of any tax returns with respect to Transfer Taxes, including promptly supplying any information in their possession or control reasonably necessary to complete such tax returns, and the Parties will otherwise cooperate to establish any available exemption from (or otherwise reduce) such Transfer Taxes. Any portion of the Transfer Taxes payable by Legacy Health pursuant to this Section 12.11.2, shall be subtracted from the amounts payable to Legacy Health Foundation pursuant to Section 3.5.

12.12 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute but one and the same instrument. Facsimile or other electronically scanned and transmitted signatures, including by email attachment, shall be deemed originals for all purposes of this Agreement. Signatures by

electronic means shall have the same legal effect, validity, enforceability and admissibility as handwritten signatures.

12.13 Further Assurances and Cooperation. Legacy Health, OHSU and Legacy Health Foundation shall (and shall cause their respective Affiliates, as applicable) to execute, acknowledge and deliver to the other Parties any and all other consents, approvals, conveyances, assurances, documents and instruments as reasonably requested by the other Parties, and shall take any and all other actions as reasonably requested by the other Parties for the purpose of consummating the Transactions in the manner contemplated by this Agreement. After consummation of the Transactions, the Parties agree to reasonably cooperate with each other and take such further actions as may be necessary, appropriate or desirable to effectuate, carry out and comply with all of the terms of this Agreement, the documents referred to in this Agreement and the Transactions.

13. DEFINITIONS.

13.1 Certain Definitions. In addition to the words and terms defined elsewhere in this Agreement, for ease of reference, the words and terms set forth below as used in this Agreement shall have the following meanings.

“**340B Program**” has the meaning set forth in Section 4.8.6.

“**Action**” means any civil, criminal, administrative, regulatory or arbitration action, claim, suit, hearing, proceeding, charge or investigation or audit by or before a Government Entity.

“**Additional Capital Commitment**” has the meaning set forth in Section 3.4.2.

“**Affiliate**” means, with respect to any Person, any other Person that directly or indirectly Controls, is Controlled by, or is under common Control with, such Person.

“**Affordable Care Act**” has the meaning set forth in Section 4.11.15.

“**Agreement**” has the meaning set forth in the Preamble.

“**Amended Legacy Health Articles**” has the meaning set forth in Section 1.2.

“**Amended Legacy Health Bylaws**” has the meaning set forth in Section 1.2.

“**APP**” has the meaning set forth in Section 3.9.1.

“**Applicable Hospital Organization**” has the meaning set forth in Section 3.8.2.

“**Applicable Representations**” has the meaning set forth in Section 8.1.

“**Appointment as Member**” has the meaning set forth in Section 1.1.

“**Attorneys**” has the meaning set forth in Section 6.11.

“**Base Capital Commitment**” has the meaning set forth in Section 3.4.1.

“**Board**” means, as it pertains to any particular Entity, such Entity’s board of directors, managers, or trustees, as applicable.

“**Business Associate**” shall mean a “business associate” as defined in 45 C.F.R. § 160.103.

“**Bylaws**” means the by-laws adopted by an Entity to regulate and govern itself.

“**Cap**” has the meaning set forth in Section 11.2.3.2.

“**Capital Commitment**” has the meaning set forth in Section 3.4.2.

“**CC&Rs**” means all covenants, conditions and restrictions of record or provided to Legacy Health Entities affecting the Owned Real Property.

“**CERCLA**” means the Comprehensive Environmental Response, Compensation, and Liability Act set forth at 42 U.S.C. §§ 9601 et seq., as amended.

“**Change of Control**” means (i) any reorganization, consolidation or merger of a Person with or into any other Entity or Person, or any other reorganization, other than any consolidation, merger or reorganization in which the holders of such Person’s voting rights or ownership or membership interests immediately prior to such consolidation, merger or reorganization, continue to hold at least a majority of the voting power or ownership or membership interests of the surviving Entity (or, if the surviving Entity is a wholly-owned subsidiary, its parent) in substantially the same proportions immediately after such consolidation, merger or reorganization; (ii) any transaction or series of related transactions to which such Person is a party in which in excess of 50% of such Person’s voting power, ownership or membership interests or rights to appoint the governing body of such Person is transferred; or (iii) a sale, lease, exclusive license or other disposition of all or substantially all of the assets of such Person.

“**Closing**” has the meaning set forth in Section 2.1.

“**Closing Balance Sheet**” has the meaning set forth in Section 4.5.4.

“**Closing Balance Sheet Date**” has the meaning set forth in Section 4.5.4.

“**Closing Date**” has the meaning set forth in Section 2.1.

“**Closing Financial Statements**” has the meaning set forth in Section 4.5.

“**CMS**” has the meaning set forth in Section 4.8.1.

“**COBRA**” means the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended, and the rules and regulations promulgated thereunder from time to time.

“**Code**” means the Internal Revenue Code of 1986, as amended, and the rules and regulations promulgated thereunder from time to time.

“**Compliance Program**” means a corporate compliance program consistent with the guidance and standards promulgated by the HHS-OIG, the DOJ and the U.S. Federal Sentencing Guidelines.

“**Confidential Information**” shall have the meaning set forth in Section 12.3.

“**Control**” or “**Controlled**” means with respect to: (a) a corporation having stock, the ownership, directly or indirectly, of more than fifty percent (50%) of the securities (as defined in Section 2(1) of the Securities Act of 1933, as amended) of any class or classes, the holders of which are ordinarily, in the absence of contingencies, entitled to elect a majority of the directors of such corporation; (b) a nonprofit corporation not having stock, having the right to elect, appoint or remove, directly or indirectly, a majority of the members of the governing body of such corporation; or (c) any other Entity: (i) the power to direct the management of such Entity through the ownership, directly or indirectly, of at least a majority of its voting securities, or (ii) the right to designate or elect at least fifty percent (50%) of the members of its governing body, by contract or otherwise.

“**COVID-19 Relief Funds**” has the meaning set forth in Section 4.26.1.

“**Damages**” has the meaning set forth in Section 11.2.1.

“**Data Breaches**” has the meaning set forth in Section 4.9.9.

“**Disclosure Schedule Termination Notice**” has the meaning set forth in Section 6.3.2.

“**Disclosure Schedule Termination Objection Notice**” has the meaning set forth in Section 6.3.2.

“**Disclosure Schedules Update**” has the meaning set forth in Section 6.3.1.

“**Dispute Process Parties**” has the meaning set forth in Section 9.1.

“**DOJ**” has the meaning set forth in Section 6.6.5.

“**DOL**” has the meaning set forth in Section 4.11.4.

“**Effective Time**” has the meaning set forth in Section 2.1.

“**Employee**” means any current employee of any Legacy Health Entity.

“**Entity**” means any corporation, partnership, trust, joint venture, limited liability company, association or other organization, whether profit, nonprofit, disregarded or pass-through in nature.

“Environmental Laws” means Legal Requirements, in effect on or prior to the date hereof, pertaining to pollution, protection, remediation or regulation of the environment or natural resources; or the remediation, removal, recovery, generation, production, handling, distribution, use, storage, treatment, management, reporting, transportation, Release, labeling, licensing, recycling, processing, or disposal of or exposure to any Hazardous Material, including CERCLA.

“Environmental Liabilities” shall mean any out of pocket cost, damages, expense, liability, losses, obligation, or other responsibility arising from or under Environmental Law with respect to Hazardous Materials, including but not limited to, those consisting of or relating to: (a) any environmental matters or conditions (including on site or off site contamination and regulation of chemical substances or products); (b) fines, penalties, judgments, awards, settlements, legal or administrative proceedings, damages, losses, claims, demands and response, investigative, remedial, or inspection costs and expenses arising under Environmental Law; (c) cleanup costs, natural resource damages, or corrective action, including any investigation, abatement, cleanup, removal, containment, or other remedial measures, response actions or mitigation with respect to any actual, suspected or threatened Release of Hazardous Materials; or (d) any other compliance, corrective, investigative, or remedial measures required under Environmental Law with respect to Hazardous Materials. The terms “removal,” “remedial” and “response action” include the types of activities covered by CERCLA.

“Environmental Permits” means any current Permits issued, granted, given, or otherwise made available by or under the authority of any Government Entity or pursuant to Environmental Laws.

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

“ERISA Affiliate” means any Person that at any relevant time is considered a single employer with either Legacy Health or any of the other Legacy Health Entities under Section 414 of the Code or Section 4001 of ERISA.

“Execution Date” has the meaning set forth in the Preamble.

“Exigent Circumstances” means the occurrence of a credit rating downgrade for the Health System, occurring any time after the Closing, to below (i) “A3” by Moody’s or (ii) “A-” by S&P.

“Existing OHSU Regional and Ambulatory Facilities” has the meaning set forth in Section 3.4.4.

“FDCA” has the meaning set forth in Section 4.21.1.

“Financial Statements” has the meaning set forth in Section 4.5.

“Fixtures” means the fixtures which are located at and affixed to any of the Improvements as of the Closing Date.

“Foundation Unrestricted Assets” has the meaning set forth in Section 3.5.2.

“FTC” has the meaning set forth in Section 6.6.5.

“GAAP” means generally accepted accounting principles in the United States, as in effect on the Execution Date or, with respect to any financial statements, the date such financial statements were prepared, consistently applied.

“Governmental Approvals” has the meaning set forth in Section 7.5.

“Government Entity” means any government or any agency, bureau, board, directorate, commission, court, department, political subdivision, tribunal or other instrumentality of any government, whether federal, state or local.

“Government Programs” means any federal health care program as defined in 42 U.S.C. § 1320a-7b(f), including, but not limited to, Medicare, Medicaid, TRICARE/CHAMPUS and state health care programs (as defined therein).

“Grant Agreement” has the meaning set forth in Section 7.9.

“Hazardous Material” means any substance, material, chemical, constituent, waste, pollutant or contaminant that is listed or regulated under any Environmental Law, and includes infectious waste, medical waste, bio-hazardous materials, polychlorinated biphenyls (“PCBs”), asbestos or asbestos containing materials, petroleum or petroleum products (including crude oil or any fraction thereof), per and poly fluoroalkyl substances (“PFAS”), 1,4 dioxane, radioactive materials and any “hazardous substance” as defined under CERCLA.

“HCMO” has the meaning set forth in Section 6.6.1.

“HCMO Process” has the meaning set forth in Section 6.6.1.

“Health Care Law” means all applicable laws of any Government Entity relating to the regulation, provision, marketing, promotion, administration of, management of, billing of, collection of or payment for, health care benefits, health care insurance coverage and/or health care products or services or any other aspect of health care, or relating to the access, use, disclosure, or exchange of health information or insurance claims, including the federal Anti-Kickback Statute (42 U.S.C. § 1320a-7b(b)), the Stark Law (42 U.S.C. § 1395nn), the Anti-Inducement Law (42 U.S.C. § 1320a-7a(a)(5)), the civil False Claims Act (31 U.S.C. § 3729 et seq.), the administrative False Claims Law (42 U.S.C. § 1320a-7b(a)), the exclusion laws (42 U.S.C. § 1320a-7), the civil monetary penalty laws (42 U.S.C. §§ 1320a-7a and 1320a-7b), the Health Insurance Portability and Accountability Act of 1996 (Pub. Law 104-191), and the regulations set forth at 45 C.F.R. Parts 160, 162 and 164, (“HIPAA”), as amended by Health Information Technology for Economic Clinical Health Act, Division A, Title XIII § 1301 et. seq. of the American Recovery and Reinvestment Act of 2009 (“HITECH”), 42 U.S.C. § 290dd-2 and the regulations set forth at 42 C.F.R. Part 2 (regarding substance use disorder patient records), Title XXX of the Public Health Service Act (42 U.S.C. § 300jj et seq.) and the regulations set forth at 45 C.F.R. Parts 170 and 171, the Medicare Prescription Drug, Improvement and Modernization Act of 2003, Medicare (Title

XVIII of the Social Security Act), the Balanced Budget Act of 1997 (Pub. L.105-33), as amended, the Patient Protection and Affordable Care Act of 2010 (Pub. L. 111-148), Medicaid (Title XIX of the Social Security Act), the Emergency Medical Treatment and Active Labor Act (42 U.S.C. § 1395dd), the Health Care and Education Reconciliation Act of 2010 (Pub. L. No. 111-152), TRICARE (10 U.S.C. Section 1071 et seq.), the Food, Drug and Cosmetic Act (21 U.S.C. §§ 301 et seq.), the Prescription Drug Marketing Act of 1987, the Deficit Reduction Act of 2005, the Controlled Substances Act (21 U.S.C. §§ 801 et seq.), Section 340B of the Public Health Services Act (42 U.S.C. § 256b), as amended, the Clinical Laboratory Improvement Amendments (42 U.S.C. § 263a, et seq.), and/or the regulations promulgated pursuant to such laws, and any other federal, state or local law, regulation, and, to the extent it has a legally binding effect, any guidance document (including subregulatory guidance), manual provision, program memorandum, opinion letter or other issuance of any Government Entity, which regulates coding, kickbacks, patient or program charges, health insurance and managed care, clinically integrated and other provider networks, pharmacy and/or other health benefits management, recordkeeping, claims submission, claims processing, health care-related documentation requirements, medical necessity, provider or patient inducements, referrals, licensure requirements, certificates of need, prohibitions on fee splitting and the corporate practice of medicine, encounter data reporting requirements, requirements for treating facilities as free-standing or provider-based (including the regulations at 42 C.F.R. § 413.65), the hiring of employees or acquisition of services or supplies from those who have been excluded from government health care programs, quality, safety, privacy, security, pharmacy practice, drug rebates, licensure, accreditation, or any other preconditions required to be met by entities that furnish items and services for payment and reimbursement from government health care programs or commercial insurers, or any other aspect of providing or billing as payment for health care.

“**Health System**” has the meaning set forth in the Recitals.

“**HHS**” has the meaning set forth in Section 4.4.2.

“**HSR Act**” means the Hart-Scott-Rodino Antitrust Improvements Act of 1976 as amended and the rules and regulations promulgated thereunder.

“**Impossible**” means, with respect to the conditions of this Agreement set forth in Section 7.4 (Governmental Approvals), Section 7.5 (Governmental Approvals), and Section 8.4 (Governmental Approvals), that the applicable Government Entity has stated in writing to the Parties that the applicable Government Entity has determined that such Governmental Approval will not be given by such Government Entity on any basis at any time, and (a) either Party in its discretion has determined not to appeal or seek to overturn such determination because that Party has determined that such action is likely to be fruitless or that the costs of such action are likely to exceed the expected benefits; or (b) all options to appeal or overturn such determination have been exhausted unsuccessfully.

“**Improvements**” means all buildings, improvements, and structures of every kind and description owned or leased by any Legacy Health Entity and located on the Real Property.

“**Indebtedness**” means with respect to any Person (i) obligations of such Person for borrowed money and accrued but unpaid interest, premiums and penalties thereon; (ii)

obligations of such Person evidenced by bonds, notes, debentures or other similar debt security instruments; (iii) any guarantee by such Person of any obligations of any other Person; and (iv) reimbursement obligations of such Person relating to letters of credit, bankers' acceptances, surety or other bonds or similar instruments.

"Indemnifiable Losses" has the meaning set forth in Section 11.2.2.

"██████████ Holdback Amount" has the meaning set forth in Section 3.5.2.

"██████████ Holdback Investment" has the meaning set forth in Section 3.5.2.

"Indemnified Parties" has the meaning set forth in Section 11.2.2.

"Indemnifying Party" or **"Indemnifying Parties"** has the meaning set forth in Section 11.4.

"Independent Contractor" means a natural person who provides services to an Entity where such individual is not classified or treated by such Entity as an employee of the Entity, whether such services are provided pursuant to a written or unwritten agreement or arrangement.

"Independent Firm" has the meaning set forth in Section 6.3.2.

"Information Privacy and Security Laws" means all Legal Requirements concerning the privacy or security of Personal Information, including HIPAA, HITECH, the Gramm-Leach-Bliley Act, the Fair Credit Reporting Act, the Fair and Accurate Credit Transaction Act, the Telephone Consumer Protection Act, Section 5 of the Federal Trade Commission Act as it applies to the receipt, access, use, disclosure, and security of Personal Information, the CAN-SPAM Act, Children's Online Privacy Protection Act, PCI DSS, state data breach notification laws, state data security laws, state social security number protection laws, any Health Care Laws pertaining to privacy or data security and any applicable Legal Requirements concerning requirements for website and mobile application privacy policies and practices, or any outbound communications (including e-mail marketing, telemarketing and text messaging), tracking and marketing.

"Initial Foundation Funding Amount" has the meaning set forth in Section 3.5.

"Insurance Policies" has the meaning set forth in Section 4.18.

"Integration Plan" has the meaning set forth in Section 3.2.

"Integration Plan Process Summary" has the meaning set forth in Section 3.2.

"Intellectual Property" means any and all of the following, in any and all jurisdictions worldwide: (a) rights in patents and patent applications (including provisional, divisional, continuations, continuations-in-part, substitutions, reissues, renewals, reexaminations, extensions, or restorations of any of the foregoing, and other similar Government Entity-issued indicia of invention ownership of any kind), patentable inventions and improvements whether or

not patentable; (b) Trademarks; (c) registered copyrights, applications for registrations of copyrights, and unregistered copyrightable works (whether published or unpublished), including Software; (d) Trade Secrets; (e) uniform resource locators, domain name registrations, social media account names or handles, and other digital identifiers, all associated web addresses, URLs, websites and web pages, social media pages, and all content and data thereon; (f) rights of privacy or publicity; and (g) all other intellectual and related proprietary rights, whether protected, created or arising by operation of law.

“**Intellectual Property Agreement**” shall mean each contract by or through which other Persons grant any Legacy Health Entity or any Legacy Health Entity grants any other Persons any exclusive or non-exclusive rights or interests in or to any Intellectual Property that is used in the business and operations of such Legacy Health Entity, including all licenses or sublicenses, development or co-development agreements, assignments, consent to use agreements, settlements, coexistence agreements, covenants not to sue, waivers, releases, and permissions.

“**Interim Balance Sheet**” has the meaning set forth in Section 4.5.1.

“**Interim Balance Sheet Date**” has the meaning set forth in Section 4.5.1.

“**Inventory**” has the meaning set forth in Section 4.28.

“**IP Assignment Agreement**” has the meaning set forth in Section 4.20.4.

“**IRB**” has the meaning set forth in Section 4.21.1.

“**IRS**” has the meaning set forth in Section 4.1.2.

“**IT Assets**” means all computer systems, including software, hardware, databases, firmware, middleware and platforms, interfaces, systems, networks, information technology equipment, facilities, websites, infrastructure, workstations, switches, data communications lines and associated documentation used or held for use by or on behalf of any Legacy Health Entity in connection with the conduct of its business.

“**Knowledge**” means, with respect to Legacy Health, the actual knowledge of the persons holding the offices set forth on Schedule 1 as of the time of determination, in each case after reasonable inquiry, and, with respect to OHSU, the actual knowledge of the persons holding the offices set forth on Schedule 2 as of the time of determination, in each case after reasonable inquiry.

“**[REDACTED]**” has the meaning set forth in Section 3.4.2.

“**[REDACTED] Sale**” has the meaning set forth in Section 3.4.2.

“**Lease**” means each lease, sublease, license or other occupancy agreement pursuant to which any Legacy Health Entity leases, subleases, licenses or otherwise occupies any Leased Real Property.

“**Leased Real Property**” has the meaning set forth in Section 4.10.2.

“**Legacy Health**” has the meaning set forth in the Preamble.

“**Legacy Health Disclosure Schedules**” means the disclosure schedules delivered by Legacy Health to OHSU concurrently with the execution and delivery of this Agreement and updated thereafter pursuant to Section 6.3.

“**Legacy Health Entities**” means Legacy Health and its Affiliates, which as of the Execution Date, are set forth on Schedule 3, provided that for avoidance of doubt, Legacy Health Foundation shall not be considered to be a “Legacy Health Entity.” The Specified Legacy Health JVs shall not be considered “Legacy Health Entities” other than for purposes of Article 11 and Sections 4.1.1, 4.1.2, 4.2.1, and 4.2.2.

“**Legacy Health Foundation**” has the meaning set forth in the Recitals.

“**Legacy Health Indemnified Parties**” has the meaning set forth in Section 11.2.2.

“**Legacy Health Intellectual Property**” has the meaning set forth in Section 4.20.4.

“**Legacy Health Medical Staff**” means the organized medical staff of each of the Legacy Health Entities, as applicable, encompassing the physicians and other licensed professionals granted membership in such medical staff in accordance with the applicable bylaws and qualification requirements.

“**Legacy Health Source Code**” has the meaning set forth in Section 4.20.8.

“**Legal Requirements**” means with respect to any Person, all statutes, laws, ordinances, codes, rules, regulations, regulatory and subregulatory guidance, government contracts and federal assistance awards at any tier, orders, judgments, writs, injunctions, decrees, determinations or awards issued, promulgated or enforced by any Government Entity having jurisdiction over such Person or any of such Person’s assets or business (or by any entity authorized to act on such Government Entity’s behalf).

“**LH Governmental Approvals**” has the meaning set forth in Section 7.5.

“**Liens**” means, with respect to any property or asset, any liens, claims, encumbrances, pledges, mortgages, security interests or other similar encumbrances.

“**Malicious Code**” has the meaning set forth in Section 4.20.9.

“**Material Adverse Change**” means (a) any event, occurrence, condition or matter occurring prior to the Closing that has had, or could reasonably be expected to have, a material adverse effect on (i) the results of operations, condition (financial or otherwise), assets, or business of the Legacy Health Entities, taken as a whole, (ii) the ability of Legacy Health or the other Legacy Health Entities to consummate the Transactions contemplated by, or to perform their obligations in accordance with, this Agreement, or (iii) the ability of Legacy Health or any other Legacy Health Entity to maintain, as applicable, their respective 501(c)(3) tax-exempt and, as applicable, Section 509(a) public charity status under the Code, or to operate licensed healthcare facilities; provided,

however, that for purposes of the foregoing clauses, a Material Adverse Change shall not include any event, occurrence, condition or matter to the extent resulting from or arising in connection with: (A) any change or proposed change in Legal Requirements or the enforcement, interpretation or implementation thereof, (B) any circumstances or conditions generally affecting the healthcare system industry or any other industry in which Legacy Health and the other Legacy Health Entities participate, (C) the United States or global economy generally or the financial markets in the United States generally, including changes in interest or exchange rates, (D) political conditions generally of the United States, (E) any change or proposed change in GAAP, (F) any act of war, terrorism, military action, armed conflict, civil disturbance, hostilities, sabotage (or any escalation thereof), or similar calamity or worsening of any of the same, (G) any epidemic, pandemic or disease outbreak (including, but not limited to, the COVID-19 virus), (H) any labor strike, work stoppage, picketing, lockout or other labor dispute not caused by Legacy Health’s actions, (I) the negotiation, execution, delivery, and performance of this Agreement, the consummation of the Transactions or the public announcement or pendency of this Agreement or such Transactions, (J) any actions taken in order to consummate the Transactions in accordance with the terms hereof, (K) actions permitted to be taken with the written consent of OHSU or not taken because OHSU did not give its consent, (L) any acts of God, including any earthquakes, hurricanes, tornadoes, floods or other natural disasters, (M) any failure by any of the Legacy Health Entities to meet any internal or published projections, forecasts or revenue or earnings predictions, or (N) actions, determinations or omissions to act by any Government Entity with respect to any of the Transactions; (b) the debarment of, or exclusion from participation in Medicare or Medicaid programs of, or imposition of criminal sanctions or material penalties on, or final loss of accreditation from The Joint Commission of, or insolvency of, Legacy Health or any of the other Legacy Health Entities; or (c) the acceleration of obligations under any material Indebtedness (i.e., Indebtedness with an aggregate principal balance of more than Twenty Five Million Dollars (\$25,000,000)) of Legacy Health or any of the Legacy Health Entities, including but not limited to its tax-exempt bond Indebtedness.

“**Material Contracts**” has the meaning set forth in Section 4.16.

“**Material Debt Contracts**” has the meaning set forth in Section 4.16.1.7.

“**Material Leases**” has the meaning set forth in Section 4.16.1.5.

“**Material Permits**” has the meaning set forth in Section 4.7.1.

“**Material Restrictive Government Obligation Determination**” has the meaning set forth in Section 6.6.7.

“**Misconduct Allegation**” has the meaning set forth in Section 4.15.3.2.

“**MOU**” has the meaning set forth in Section 3.5.1.

“**Notice of Assumption**” has the meaning set forth in Section 11.4.

“**OHA**” has the meaning set forth in Section 6.6.1.

“**OHSU**” has the meaning set forth in the Preamble.

“**OHSU Board**” has the meaning set forth in Section 1.2.

“**OHSU Entities**” means OHSU and its Affiliates, which as of the Execution Date, are set forth on Schedule 3.

“**OHSU Governmental Approvals**” has the meaning set forth in Section 7.4.

“**OHSU Indemnified Parties**” has the meaning set forth in Section 11.2.1.

“**OHSU Material Adverse Change**” means (a) any event, occurrence, condition or matter occurring prior to the Closing that has had, or could reasonably be expected to have, a material adverse effect on (i) the results of operations, condition (financial or otherwise), assets, or business of the OHSU Entities, taken as a whole, or (ii) the ability of OHSU or the other OHSU Entities to consummate the Transactions contemplated by, or to perform their obligations in accordance with, this Agreement; provided, however, that for purposes of the foregoing clauses, a Material Adverse Change shall not include any event, occurrence, condition or matter to the extent resulting from or arising in connection with: (A) any change or proposed change in Legal Requirements or the enforcement, interpretation or implementation thereof, (B) any circumstances or conditions generally affecting the healthcare system industry or any other industry in which Legacy Health and the other Legacy Health Entities participate, (C) the United States or global economy generally or the financial markets in the United States generally, including changes in interest or exchange rates, (D) political conditions generally of the United States, (E) any change or proposed change in GAAP, (F) any act of war, terrorism, military action, armed conflict, civil disturbance, hostilities, sabotage (or any escalation thereof), or similar calamity or worsening of any of the same, (G) any epidemic, pandemic or disease outbreak (including, but not limited to, the COVID-19 virus), (H) any labor strike, work stoppage, picketing, lockout or other labor dispute not caused by OHSU’s actions, (I) the negotiation, execution, delivery, and performance of this Agreement, the consummation of the Transactions or the public announcement or pendency of this Agreement or such Transactions, (J) any actions taken in order to consummate the Transactions in accordance with the terms hereof, (K) actions permitted to be taken with the written consent of Legacy Health or not taken because Legacy Health did not give its consent, (L) any acts of God, including any earthquakes, hurricanes, tornadoes, floods or other natural disasters, (M) any failure by any of the OHSU Entities to meet any internal or published projections, forecasts or revenue or earnings predictions, or (N) actions, determinations or omissions to act by any Government Entity with respect to any of the Transactions; (b) the debarment of, or exclusion from participation in Medicare or Medicaid programs of, or imposition of criminal sanctions or material penalties on, or final loss of accreditation from The Joint Commission of, or insolvency of, OHSU; or (c) the acceleration of obligations under any material Indebtedness (i.e., Indebtedness with an aggregate principal balance of more than Twenty Five Million Dollars (\$25,000,000)) of OHSU, including but not limited to its tax-exempt bond Indebtedness.

“**OHSU System**” has the meaning set forth in the Recitals.

“**OIG**” has the meaning set forth in Section 4.4.2.

“Open Source Software” means any Software subject to a license or other contract, which terms require the distribution of source code in connection with the distribution of the Software to which such license applies or that prohibits the licensee from charging a fee or otherwise limit the licensee’s freedom of action with regard to seeking compensation in connection with sublicensing or distributing the Software to which such license applies (whether in source code or executable code form), including the licenses commonly referred to as the “Artistic License,” the “Mozilla Public License,” the “General Public License,” the “Lesser General Public License,” and other similar licenses applicable to Software distributed without charge to the public in source code form.

“Organizational Documents” means the articles of incorporation, Bylaws, articles of formation, operating agreement or other corporate organizational documents of an Entity.

“Outside Date” has the meaning set forth in Section 10.1.8.

“Owned Intellectual Property” means all Intellectual Property owned or purported to be owned by any Legacy Health Entity.

“Owned Real Property” has the meaning set forth in Section 4.10.1.

“PacificSource” has the meaning set forth in Section 1.1.

“Partial Subsidiaries” means with respect to any Person, any and all corporations, partnerships and limited liability companies in which such Person directly or indirectly (through one or more direct or indirect Subsidiaries) owns or holds common stock, partnership interests, or membership interests, which interest amounts to less than one hundred percent (100%) of the total outstanding common stock, partnership interests or membership interests therein, as applicable.

“Party” has the meaning set forth in the Preamble.

“PBGC” has the meaning set forth in Section 4.11.5.

“PCBs” has the meaning set forth in the definition of Hazardous Material.

“PCI DSS” means the Payment Card Industry Data Security Standard, issued by the Payment Card Industry Security Standards Council, as may be revised from time to time.

“Permissible Capital Commitment Expenditures” has the meaning set forth in Section 3.4.4.

“Permits” means licenses, permits, certificates (including certificates of need), consents, ratifications, registrations, waivers, authorizations, accreditations, exemptions, clearances, and other approvals (including pending approvals) issued, granted, given, or otherwise made available by or under the authority of any Government Entity (or entity acting on behalf of any Government Entity) or pursuant to any Legal Requirement.

“Permitted Liens” means, collectively, (a) Liens for Taxes, assessments, governmental charges or levies not yet due and payable or being contested in good faith or that

may thereafter be paid without penalty; (b) Liens disclosed on the financial statements of Legacy Health and/or the other Legacy Health Entities provided by Legacy Health to OHSU; (c) with respect to the Real Property, any Liens or other matters disclosed in policies of title insurance delivered to or obtained by OHSU or included on a title report of the applicable property delivered to OHSU or which would have been shown on a survey of the applicable property delivered to OHSU or would be shown by a physical inspection of the Real Property; (d) mechanics' Liens and similar Liens with respect to amounts not yet due and payable or due but not delinquent or being contested in good faith; (e) pledges, deposits or other Liens to the performance of bids, trade contracts (other than for borrowed money), leases or statutory obligations (including workers' compensation, unemployment insurance or other social security legislation); (f) easements, rights of way, zoning ordinances, entitlements and other similar Liens affecting the Real Property so long as the Legacy Health Entities are currently in material compliance with such zoning ordinances; (g) title of a lessor under a capital or operating lease; (h) any Lien arising from OHSU's acts; (i) such other imperfections of title or other Liens that do not materially impair the current use of the Real Property in the ordinary course of the business of the Legacy Health Entities; and (j) any Real Property Third Party Leases.

"Person" means any natural person, association, corporation, company, limited liability company, firm, partnership, limited liability partnership, association, trust, business trust, Government Entity or any other Entity.

"Personal Information" means information that alone or in combination with other information can be used to identify, contact or precisely locate a natural person or can be linked to a natural person or that otherwise is capable of being associated with, or could be reasonably linked, directly or indirectly, with a natural person. "Personal Information" includes information that is governed, regulated or protected by one or more Information Privacy and Security Laws.

"Plan" or **"Plans"** have the meaning set forth in [Section 4.11.1](#).

"Privileged Communications" has the meaning set forth in [Section 6.11](#).

"Proprietary Software" means all Software owned or purported to be owned by any Legacy Health Entity.

"Real Property" has the meaning set forth in [Section 4.10.2](#).

"Real Property Third Party Leases" has the meaning set forth in [Section 4.10.3.1](#).

"Recapitalization Funding" has the meaning set forth in [Section 3.4.6](#)

"Registered Intellectual Property" has the meaning set forth in [Section 4.20.1](#).

"Release" means the emission, spill, leak, escape, leaching, discharge, injection, emitting, pumping, pouring, emptying, dumping, disposal, migration, or release of Hazardous Material into the indoor or outdoor environment.

"Research Requirements" has the meaning set forth in [Section 4.21.1](#).

“**Research Sponsors**” has the meaning set forth in Section 4.21.1.

“**Restrictive Government Obligation Determination**” has the meaning set forth in Section 6.6.7.

“**Restrictive Obligation Termination Notice**” has the meaning set forth in Section 6.6.7.

“**Restrictive Obligation Termination Objection Notice**” has the meaning set forth in Section 6.6.7.

“**[REDACTED]**” has the meaning set forth in Section 3.8.2.

“**R&W Condition Notice**” has the meaning set forth in Section 8.1.

“**R&W Condition Objection Notice**” has the meaning set forth in Section 8.1.

“**Security Risk Assessment**” has the meaning set forth in Section 4.9.7.

“**[REDACTED] Holdback Account**” has the meaning set forth in Section 3.5.2.

“**[REDACTED] Holdback Amount**” has the meaning set forth in Section 3.5.2.

“**Software**” means computer programs, operating systems, applications, firmware, and other code, including all source code, object code, application programming interfaces, data files, databases, protocols, specifications, and other documentation thereof.

“**Specified Legacy Health JVs**” means East Portland Surgery Center, LLC, Legacy/USP Surgery Centers, L.L.C., Northwest Ambulatory Surgery Center, LLC, Northwest Urgent Care Phase II, LLC and Option Care at Legacy, LLC.

“**State Health Agency**” has the meaning set forth in Section 4.7.1.

“**Subsequent Event**” has the meaning set forth in Section 6.3.1.

“**Subsidiaries**” or “**Subsidiary**” means, when used with respect to any Person, any association, corporation, company, limited liability company, partnership, limited liability partnership, association, or any other Entity, of which one hundred percent (100%) of the issued and outstanding equity securities or nonprofit corporation membership interests are owned or controlled by such Person or by any one or more of its Subsidiaries.

“**Tax Returns**” has the meaning set forth in Section 4.14.1.

“**Taxes**” has the meaning set forth in Section 4.14.1.

“**Third Party Claim**” has the meaning set forth in Section 11.4.

“**Third Party Payor**” means an Entity, whether an employer, third party administrator or insurer/managed care plan or governmental agency that pays, or is responsible for paying for diagnosis or treatment furnished to a patient on the basis of a contractual relationship with the patient or a member of his or her family or an employment benefit.

“**Threshold**” has the meaning set forth in Section 11.2.3.2.

“**Trade Secret**” means any and all know-how, inventions and invention disclosures (whether or not patented or patentable and whether or not reduced to practice), ideas, discoveries, improvements, technology, technical information, data, databases, data compilations and collections, tools, methods, processes, formulae, strategies, prototypes, techniques, plans, drawings, blue prints, schematics, flow charts, models, business information, customer and supplier lists and records, pricing and cost information, financial, sales, and marketing plans and proposals, and all other confidential and proprietary information or know-how.

“**Trademark**” means any and all registered and unregistered trademarks, service marks, trade dress, trade names, logos, slogans, acronyms, tag-lines, corporate names, fictional business names and any other designators of source or origin, all applications therefor, and the goodwill connected with the use of and symbolized by any of the foregoing.

“**Tranche Payment**” or “**Tranche Payments**” has the meaning set forth in Section 3.5.4.

“**Tranche Payment Amount**” or “**Tranche Payment Amounts**” has the meaning set forth in Section 3.5.2.

“**Transaction**” has the meaning set forth in Section 1.4.

“**Transaction Documents**” means this Agreement and any other ancillary agreements of the Parties executed and delivered in connection with the Closing.

“**Transfer Taxes**” has the meaning set forth in Section 12.11.2.

“**Uniform Guidance**” has the meaning set forth in Section 4.21.4.

“**Updated Events**” has the meaning set forth in Section 6.3.1.

“**Update Review Period**” has the meaning set forth in Section 6.3.2.

“**██████ Investment**” has the meaning set forth in Section 3.5.2.

“**██████ Investment**” has the meaning set forth in Section 3.5.2.

“**WAG**” has the meaning set forth in Section 6.6.3.

“**WARN Act**” has the meaning set forth in Section 4.15.3.

13.2 Interpretation. For purposes of this Agreement, unless otherwise specified:

13.2.1 when a reference is made in this Agreement to a Section, Exhibit, Schedule, Recital or Preamble, such reference is to a Section, Exhibit, Schedule, Recital or Preamble of or to this Agreement unless otherwise indicated;

13.2.2 the words “hereof,” “herein,” “hereto” and “hereunder” and words of similar import, when used in this Agreement, shall refer to this Agreement as a whole and not to any particular provision of this Agreement;

13.2.3 the terms defined in the singular herein shall have a comparable meaning when used in the plural, and vice versa;

13.2.4 words of one gender include the other gender;

13.2.5 references herein to “days” are to consecutive calendar days unless otherwise specified;

13.2.6 references to a Person are also to its successor and permitted assigns;

13.2.7 “will” means “shall” and vice versa, without distinction;

13.2.8 the term “Dollars” and “\$” means United States dollars; and

13.2.9 the word “including” means “including without limitation” and the words “include” and “includes” have corresponding meanings.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the Parties hereto have caused this System Combination Agreement to be executed by their authorized officers as of the Execution Date.

**OREGON HEALTH & SCIENCE
UNIVERSITY**

By: 

Name: Danny O. Jacobs, M.D., M.P.H., FACS

Title: President

[Signature Page to System Combination Agreement]

IN WITNESS WHEREOF, the Parties hereto have caused this System Combination Agreement to be executed by their authorized officers as of the Execution Date.

LEGACY HEALTH

By: Anna Loomis

Name: Anna Loomis

Title: Interim CEO

[Signature Page to System Combination Agreement]

Exhibit A

**AMENDED AND RESTATED
ARTICLES OF INCORPORATION
OF
LEGACY HEALTH**

Legacy Health adopts the following Amended and Restated Articles of Incorporation, which supersede the heretofore existing Articles of Incorporation and all previous amendments and restatements thereto.

ARTICLE 1

Name

The name of the corporation is OHSU Health Community, Inc. (the “Corporation”). The Corporation is a public benefit corporation under the Oregon Nonprofit Corporation Act, as amended (the “Oregon Nonprofit Corporation Act”).

ARTICLE 2

Purposes and Powers

2.1 The Corporation is organized and shall be operated exclusively for charitable, educational and scientific purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, or the corresponding provision of any future federal income tax law or laws or any future federal income tax code or codes (the “Code”), and as a supporting organization within the meaning of Section 509(a)(3) of the Code for the benefit of, to perform the functions of, or to carry out the purposes of the Member (as defined at Article 4 below), Oregon Health and Science University (“OHSU”), an Oregon public corporation, previously recognized as a political subdivision of the State of Oregon within the meaning of Treasury Regulations Section 1.103-1(b) and a governmental unit within the meaning of Section 170(c)(1) of the Code, and to further support organizations that are directly or indirectly controlled by and related to, OHSU or the Corporation, so long as such other organizations may be supported by a supporting organization described in Section 509(a)(3) of the Code.

2.2 Subject to the restrictions set forth in these Amended and Restated Articles of Incorporation, the purpose of the Corporation is to engage in any lawful activity for which corporations may be organized and operated under the Oregon Nonprofit Corporation Act.

2.3 The Corporation shall at all times support and foster the missions and purposes of OHSU.

2.4 Pursuant to ORS 353.050, the Corporation shall be considered:

(a) A public employer for purposes of ORS 236.605 to 236.640 and ORS chapters 238 and 238A;

(b) A unit of local government for purposes of ORS 190.003 to 190.130;

(c) A public body for purposes of ORS 30.260 to 30.300 and 307.112;

- (d) A public agency for purposes of ORS 200.090; and
- (e) A public corporation for purposes of ORS 307.090.

ARTICLE 3
Restrictions

3.1 No part of the net earnings of the Corporation shall inure to the benefit of, or be distributable to, its directors, officers or other private persons, except that the Corporation may pay reasonable compensation for services rendered and may make payments and distributions in furtherance of its purposes.

3.2 The Corporation shall not solicit any money, influence, service or other thing of value or otherwise promote or oppose any political committee or promote or oppose the nomination or election of a candidate, the gathering of signatures on an initiative, referendum or recall petition, the adoption of a measure or the recall of a public office holder. No substantial part of the activities of the Corporation shall consist of carrying on propaganda or otherwise attempting to influence legislation. The Corporation shall not participate in, or intervene in (including the publishing or distributing of statements), any political campaign on behalf of or in opposition to any candidate for public office.

3.3 The Corporation shall not carry on any activity not permitted to be carried on by (a) a corporation exempt from federal income tax under Section 501(c)(3) of the Code, or (b) a corporation contributions to which are deductible under Section 170(c)(2) of the Code.

ARTICLE 4
Members

The Corporation shall have one class of members. The sole member of the Corporation is OHSU (the “Member”).

ARTICLE 5
Board of Directors

The number, terms of office, election process, and powers and duties of the Board of Directors shall be as set forth and described in the Bylaws of the Corporation. Notwithstanding anything to the contrary in the Articles of Incorporation or the Bylaws, the affairs of the Corporation shall be governed by and all authorities of the Corporation shall be maintained or held by the Member, except those authorities that by applicable law or accreditation requirements are required to be held by the Board of Directors.

ARTICLE 6
Bylaws

The Bylaws of the Corporation may contain any provision for managing and regulating the affairs of the Corporation that is consistent with law and these Amended & Restated Articles of Incorporation, including provisions defining, limiting, and regulating the powers of the Corporation, the Board of Directors, and the Member.

ARTICLE 7
Dissolution

Upon dissolution or final liquidation of the Corporation, after payment or provision for payment of all liabilities and obligations of the Corporation, the Board of Directors shall distribute all of the remaining assets of the Corporation (a) to the Member, as a government unit and public instrumentality of the state of Oregon, for a public purpose or, if the foregoing is not possible, then (b) to one or more tax-exempt organizations described in Section 501(c)(3) of the Code for purposes consistent with the purposes of the Corporation and/or to the federal, state or local government for a public purpose consistent with the purposes of the Corporation.

ARTICLE 8
Amendment

These Amended and Restated Articles of Incorporation of the Corporation may be amended or restated upon the approval of the Board of Directors and the Member. The Bylaws of the Corporation may be amended or restated exclusively by the Member.

ARTICLE 9
Indemnification, Insurance and Limitation of Liability

9.1 Indemnification

The Corporation shall indemnify and defend to the fullest extent not prohibited by law any Party to any Proceeding against all expenses (including attorneys' fees), judgments, fines, and amounts paid in settlement actually and reasonably incurred by the Party in connection with such Proceeding.

9.2 Advancement of Expenses

Expenses incurred by a Party in defending a Proceeding shall in all cases be paid by the Corporation in advance of the final disposition of such Proceeding at the written request of such Party if:

(a) The conduct of such Party was in good faith, and the Party reasonably believed that such conduct was in the best interests of, or not opposed to the best interests of, the Corporation.

(b) The Party furnishes the Corporation a written undertaking to repay such advance to the extent it is ultimately determined by a court that such Party is not entitled to be indemnified by the Corporation under this Article or under any other indemnification rights granted by the Corporation to such Party. Such advances shall be made without regard to the person's ability to repay such advances.

9.3 Definitions

(a) The term "Proceeding" shall include any threatened, pending, or completed action, suit, or proceeding, whether brought in the right of the Corporation or otherwise and whether of a civil, administrative, or investigative nature.

(b) The term “Party” shall include any person who may be or may have been involved in a Proceeding as a party or otherwise by reason of the fact that the person is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, or fiduciary of an employee benefit plan of another corporation, partnership, joint venture, trust, or other enterprise, whether or not serving in such capacity at the time any liability or expense is incurred for which indemnification or advancement of expenses can be provided under this Article.

9.4 Non Exclusivity and Continuity of Rights

This Article: (i) shall not be deemed exclusive of any other rights to which those indemnified may be entitled under any statute, agreement, general or specific action of the Board or otherwise, both as to action in the official capacity of the person indemnified and as to action in another capacity while holding office, (ii) shall continue as to a person who has ceased to be a director or officer, (iii) shall inure to the benefit of the heirs, executors, and administrators of such person.

9.5 Amendments

Any repeal of this Article shall only be prospective and no repeal or modification hereof shall adversely affect the rights under this Article in effect at the time of the alleged occurrence of any action or omission to act that is the cause of any Proceeding.

9.6 Limitation of Liability

The civil liability of directors, officers and committee members shall be limited to the fullest extent permitted under the Oregon Nonprofit Corporation Act and the Oregon Tort Claims Act. No director and no officer of the Corporation shall be personally liable to the Corporation for monetary damages for conduct as a director or an officer; provided that this Article shall not eliminate liability which may not be eliminated under the Oregon Nonprofit Corporation Act or the Oregon Tort Claims Act. No amendment to the Oregon Nonprofit Corporation Act or the Oregon Tort Claims Act that further limits the acts or omissions for which elimination of liability is permitted shall affect the liability of a director or an officer for any act or omission which occurs prior to the effective date of such amendment. The provisions of this Article are intended to be in addition to, and not in limitation of, any other provisions of the Articles or Bylaws of the Corporation or any agreement of the Corporation, or any law that eliminates or limits the liability of directors, officers, and others acting on behalf of the Corporation.

9.7 Insurance

The Corporation shall be authorized to purchase and maintain in effect a policy or policies of insurance, including self-insurance, covering any liability of directors, officers, committee members, employees and agents of the Corporation, regardless of whether the Corporation would have the power to indemnify such persons against the liability so insured.

ARTICLE 10
Mailing Address

The mailing address of the Corporation is 3181 S.W. Sam Jackson Park Road, Mail Code L585, attn: General Counsel Portland, OR 97239-3098.

Exhibit B

**AMENDED AND RESTATED
BYLAWS
OF
OHSU HEALTH COMMUNITY, INC. (f/k/a LEGACY HEALTH)**

Adopted April 12, 1989

Restated February 5, 1998

Amended June 4, 1998, June 3, 1999, June 1, 2000, October 5, 2000, February 7, 2002, June 5, 2003, December 2, 2004, February 22, 2006, February 26, 2007, September 13, 2007, November 8, 2007, March 13, 2008, May 8, 2008, March 12, 2009, November 12, 2009, March 10, 2010, January 20, 2011, May 11, 2011, July 21, 2011, March 22, 2012, May 14, 2013, June 4, 2013, September 26, 2013, July 24, 2014, September 25, 2014, January 22, 2015, March 2, 2016, July 28, 2016, November 14, 2017, January 18, 2018, November 29, 2018, November 21, 2019, March 26, 2020, March 25, 2021 and

Last Amended [____], [2024]

ARTICLE ONE

Name

The legal name of this corporation is OHSU Health Community, Inc., formerly known as Legacy Health (the "Corporation").

ARTICLE TWO

Purposes of Organization

The purposes for which the Corporation is formed shall be as provided in its Articles of Incorporation (the "Articles of Incorporation").

ARTICLE THREE

Member

1. **Sole Member.** The sole member of the Corporation (the "Member") shall be Oregon Health and Science University, an Oregon public corporation (the "University").

2. **Business and Affairs.** As provided in the Articles of Incorporation and notwithstanding anything in these Bylaws to the contrary, the business and affairs of the Corporation shall be governed by and all authorities of the Corporation shall be maintained or held by the Member, except those authorities that by applicable law or accreditation requirements are required to be held by the Board.

3. **Actions by Member.** The Member shall act (in its capacity as the sole member of the Corporation) through its board of directors or through an officer or committee duly authorized by its board of directors to take such action and in each instance in accordance with the Bylaws of the Member and the requirements of Oregon’s Public Meeting law, to the extent applicable.

4. **Meetings.** An annual meeting of the Member may be held each year at such time and date as the Member shall determine. Special meetings of the Member may be called by the Board of Directors of the Corporation (the “Board”) or by the Member.

5. **Other Action by the Member.** Any action or vote required or permitted by law to be taken at any meeting of a corporation’s members must be taken in accordance with the Bylaws of the Member.

ARTICLE FOUR Board of Directors

1. **Authority of the Board of Directors.** As provided in the Articles of Incorporation, the Board shall maintain only those authorities that by applicable law or accreditation requirements are required to be held by the Board.

2. **Number of Directors.** The number of directors of the Board (“Directors”) shall be the same as the number of directors of the board of directors of the University (the “University Board”), which is eleven (11) Directors as of the date hereof; provided, that the Board shall consist of not less than three (3) directors.

3. **Membership.** The Directors shall at all times be the same as those directors of the University Board.

4. **Terms of Directors.** The terms of office of each Director shall be the same as such director’s term of office as a member of the University Board.

5. **Vacancies.** A vacancy on the Board shall exist upon the death, resignation, removal or expiration of the term of any Director from the University Board, which will cause a vacancy on the Board pursuant to the provisions of Section 3 of this Article 4. Any vacancy arising on the Board shall be filled via appointment by the Member in accordance with the provisions of Oregon law relating to a filling a vacancy arising on the University Board.

6. **Removal.** Any director that is removed from the University Board in accordance with Oregon law shall also be removed from the Board pursuant to the provisions of Section 3 of this Article 4.

7. **Compensation; Reimbursement of Expenses.** A Director performing their official duties is not acting as an employee of the Corporation and shall not receive a salary or

otherwise be compensated. In accordance with Corporation policy a Director may be reimbursed for reasonable expenses incurred in connection with the performance of official duties.

8. **Loans to Directors and Officers.** The Corporation will not make loans to Directors or officers except in conformity with the requirements and restrictions of ORS 65.364 and all other applicable Oregon law. Any such loan must be approved by members of the Board who have no direct or indirect interest in the transaction.

ARTICLE FIVE

Meetings of the Board of Directors

1. **Types of Board Meetings.** In accordance with Article 3, Section 2, the business and affairs of the Corporation shall be governed by and all authorities of the Corporation shall be maintained or held by the Member, except those authorities that by applicable law or accreditation requirements are required to be held by the Board. In the event that applicable law or accreditation requirements require the Board of the Corporation to meet, this Article 5 shall apply and the Board of the University shall meet as the Board of the Corporation. "Public Meeting" of the Board is the convening of the members of the Board for a purpose for which a quorum of the Board of the Corporation is required in order to make a decision or to deliberate toward a decision on any matter. "Public Meeting" does not include any on-site inspection of any project or program, the attendance of members of the Board at any national, regional or state association or the convening of directors for any purpose for which a quorum is not required. A "Private Meeting" of the Board is a meeting at which the Board's decisions and deliberations concern only matters identified in Section 4 below, and those matters not requiring a quorum.

2. **Compliance with Public Meetings Law.** As used in these Bylaws, the term "Public Meeting" shall mean a meeting subject to the provisions of ORS 192.610 to 192.710, as the same shall be amended from time to time (the "Public Meetings Law"). All Public Meetings of the Board shall be conducted in compliance with the Public Meetings Law in effect from time to time, including without limitation those provisions relating to the location of meetings, notice, accessibility for the disabled, the conduct of meetings by means of telephonic or electronic communication, the preparation of minutes, and the provision of interpreters.

3. **Quorum for Public Meetings.** A quorum for the transaction of business at a Public Meeting of the Board shall be a majority of the Directors, plus one more Director, who are in office at the time of the meeting. A quorum is required to be present to conduct business at any Public Meeting at which the Board makes any of the following decisions (if any) but shall not otherwise be required:

- a. Adoption, amendment or repeal of these Bylaws.
- b. Any decision for which applicable law or these Bylaws require the participation of a quorum of the Board of the Corporation.

c. Any decision as to which the Board of the Corporation has adopted a resolution requiring the participation of a quorum of the Board of the Corporation.

4. **Private Board Meetings.** The Public Meetings Law provides that its provisions do not apply with respect to meetings of the Board or the Member regarding any or all of the following matters:

a. Meetings regarding sensitive business, financial or commercial matters of the Corporation not customarily provided to competitors related to financings, mergers, acquisitions or joint ventures;

b. Meetings regarding sensitive business, financial or commercial matters of the Corporation not customarily provided to competitors related to the sale or other disposition of, or substantial change in use of, significant real or personal property; and

c. Meetings regarding sensitive business, financial or commercial matters of the Corporation not customarily provided to competitors related to health system strategies.

Decisions on any matter at a Private Meeting shall require the approval of not less than a majority of the members of the Board.

5. **Adjournment.** A majority of the Directors present at a meeting that is subject to the quorum requirements of this Article, although less than a quorum, may adjourn the meeting from time to time to a different time and place before the date of the next regular meeting without further notice of any adjournment. At such adjourned meeting at which a quorum is present, any business may be transacted that might have been transacted at the meeting originally held.

6. **Manner of Acting.**

a. Action upon a matter for which a quorum is required shall be taken upon the approval of a majority of the Directors present at a meeting at which a quorum is present. Action upon all other matters may be taken upon the approval of a majority of the Directors present at a meeting.

b. The Board of the Corporation may permit any or all Directors to participate in a meeting by, or conduct the meeting through use of, any means of telephonic or other electronic communication by which all Directors participating may simultaneously hear each other or otherwise communicate with each other during the meeting. Participation in such a meeting by a Director shall constitute such Director's presence in person at the meeting. With the conduct of a Public Meeting through such telephonic or electronic means, the Board shall make available to the public a location where the public can listen to the communication at the time it occurs by means of speakers or other devices.

7. **Waiver of Notice by Director.** A Director's attendance at or participation in a meeting waives any required notice of the meeting to the Director unless the Director at the beginning of the meeting, or promptly upon the Director's arrival, objects to the holding of the meeting or the transaction of business at the meeting and does not subsequently vote for or assent to action taken at the meeting. A Director may at any time waive any notice required by law or these Bylaws, with a writing signed by the Director and specifying the meeting for which notice is waived. Any such waiver of notice shall be filed with the minutes of the meeting for which notice is waived.

ARTICLE SIX-A Public Meeting Procedures

1. **Regular Meetings.** Regular Public Meetings of the Board shall be held at such times as specified by the Chair, and on such additional dates and at such times as specified by the Chair or a majority of the Directors then in office.

2. **Special Meetings.** Subject to the notice requirement described in Section 5.a below, special Public Meetings of the Board may be called at any time by the Chair and must be called by the Chair within twenty-four (24) hours after the Chair's receipt of a written request for a special Public Meeting signed by a majority of the Directors then in office and specifying the purpose of the meeting.

3. **Emergency Meetings.** Emergency Public Meetings of the Board of the Corporation may be called at any time by the Chair in instances of an actual emergency and must be called by the Chair within twenty-four (24) hours after the Chair's receipt of a written request for such a meeting signed by a majority of the Directors then in office, identifying the actual emergency and specifying the purpose of the meeting. Minutes of emergency Public Meetings shall describe the emergency justifying the emergency Public Meeting.

4. **Place of Meetings.** All regular Public Meetings and special Public Meetings of the Board of the Corporation shall be held at a location owned or controlled by the Corporation. Emergency Public Meetings necessitating immediate action may be held at other locations.

5. **Notice of Meetings.**

a. **To the Public.** Notice of all regular Public Meetings shall be given in a manner reasonably calculated to give interested persons actual notice of the time and place of the meeting and principal subjects anticipated to be considered at the meeting. Notice of special meetings of the Board that are Public Meetings shall be given to the news media which have requested notice and to the general public, at least twenty-four (24) hours prior to the hour of the meeting. Notice of an emergency Public Meeting shall be such as is appropriate to the circumstance.

b. **To the Directors.** Notice of a regular, special or emergency Public Meeting must be given to each Director at least twenty-four (24) hours prior to the hour of the meeting. Notice of such a meeting may be given orally either in person or by telephone or may be delivered in writing, either personally, by mail, by electronic mail, or by facsimile transmission. If mailed other than by electronic mail, notice shall be deemed to be given three (3) days after deposit in the United States mail addressed to the Director at the Director's address on file with the Board secretary for the purpose of receiving Board correspondence, with postage thereon prepaid. If notice is sent by electronic mail or facsimile transmission, notice shall be deemed given immediately if the electronic mail notice is sent to the Director's electronic mail address or, as applicable, the Director's facsimile on file with the Board Secretary for the purpose of receiving such correspondence. Notice by all other means shall be deemed to be given when received by the Director.

6. **Minutes of Meetings.** The Board shall provide for the taking of written minutes of all Public Meetings, which minutes shall give a true reflection of the matters discussed at the Public Meetings and the views of the participants.

ARTICLE SIX-B Private Meeting Procedures

1. **Regular Meetings.** Regular Private Meetings of the Board of the Corporation shall be held on such dates and at such times as specified by the Chair or a majority of the Directors then in office.

2. **Special Meetings.** Special Private Meetings of the Board of the Corporation may be called at any time by the Chair and must be called by the Chair within twenty-four (24) hours after the Chair's receipt of a written request for a special Private Meeting signed by a majority of the Directors then in office and specifying the purpose of the meeting.

3. **Emergency Meetings.** Emergency Private Meetings of the Board of the Corporation may be called at any time by the Chair in instances of an actual emergency and must be called by the Chair within twenty-four (24) hours after the Chair's receipt of a written request for such a meeting signed by a majority of the Directors then in office identifying the actual emergency and specifying the purpose of the meeting. Minutes of emergency Private Meetings shall describe the emergency justifying the emergency Private Meeting.

4. **Notice of Meetings.** Notice of a regular, special or emergency Private Meeting must be given to each Director at least twenty-four (24) hours prior to the hour of the meeting. Notice of such a meeting may be given orally either in person or by telephone or may be delivered in writing, either personally, by mail, or by facsimile transmission. If mailed other than by electronic mail, notice shall be deemed to be given three (3) days after deposit in the United States mail addressed to the Director at the Director's business address, with postage thereon prepaid. If notice is sent by electronic mail or facsimile transmission, notice shall be deemed given immediately if the electronic mail notice is sent to the Director's electronic mail

address or, as applicable, the Director's facsimile on file with the Board Secretary for the purpose of receiving such correspondence. Notice by all other means shall be deemed to be given when received by the Director.

5. **Minutes.** Minutes of all Private Meetings shall be prepared when directed by the Chair. All such minutes shall constitute and be identified as sensitive business records or financial or commercial information of the Corporation that is not customarily provided to business competitors for purposes of the Public Records Law, ORS 192.410 through 192.505.

6. **Written Consent in Lieu of Actual Meeting.** Any action that is permitted to be taken by the Board of the Corporation at a Private Meeting may be taken without a meeting if a consent in writing setting forth the action so taken shall be signed by all of the Directors entitled to vote on the matter. The action shall be effective on the date when the last signature is placed on the consent or at such earlier or later time as is set forth therein. Such consent, which shall have the same effect as a unanimous vote of the Directors, shall be filed with the minutes of all Private Meetings of the Board of the Corporation and shall constitute and be identified as sensitive business records or financial or commercial information of the Corporation that is not customarily provided to business competitors for purposes of the Public Records Law, ORS 192.410 through 192.505.

ARTICLE SEVEN

Standards of Conduct

The Corporation, including the Board, shall at all times comply with and implement the directives, policies, and procedures established by the Member.

ARTICLE EIGHT

Officers

1. **Officers of the Corporation.** The officers of the Corporation shall at all times include, at a minimum, a Chair, a Vice Chair, a President, a Secretary and a Treasurer. The individuals holding the offices of Chair, Vice Chair, President and Secretary shall be at all times the individuals holding the same offices at the University. The Chief Financial Officer of the Member shall be the Treasurer.

2. **Appointment and Term of Office.**

a. Any individual appointed as an officer of the University shall automatically be appointed as an officer of the Corporation in the same office.

b. Terms of office for each officer of the Corporation shall be the same as such officer's term of office as an officer or term of employment at the University.

3. **Removal.** Any officer that is removed as an officer of the University in accordance with the articles of incorporation or bylaws of the University or as an employee of the University shall also automatically be removed as an officer of the Corporation.

4. **Chair.** The Chair shall establish the agenda for and preside at all meetings of the Board. The Chair shall perform such other duties as assigned by the Board.

5. **Vice Chair.** In the absence of the Chair or in the event of the Chair's inability or refusal to act, the Vice Chair shall perform the duties of the Chair, and when so acting, shall have the powers of and be subject to all the restrictions upon the Chair. The Vice Chair shall perform such other duties as assigned by the Board.

6. **President of the Corporation.**

a. The President of the Corporation shall at all times be the individual who is serving as the President of the University.

b. The President shall have the same authorities with respect to the Corporation that the President maintains with respect to the University.

c. The President or his or her designee shall attend all meetings of the Board.

d. The President shall automatically be removed from office upon such individual's removal as President of the University.

7. **Secretary.** The Secretary shall be responsible for the giving of required notices of meetings of the Board and the preparation of the minutes of meetings of the Board. The Secretary shall perform such other duties as may be assigned by the Board.

8. **Treasurer.** The Treasurer shall perform the customary duties pertaining to the office of Treasurer and shall perform such other duties as may be assigned by the Board.

**ARTICLE NINE
Board Committees**

The Board shall have no committees.

**ARTICLE TEN
Conflicts of Interest**

Subject to the requirements of law and of this Article Ten, the Board may take any action involving either a potential conflict of interest or an actual conflict of interest (as defined in ORS Chapter 244). Prior to taking any action in an official capacity on any matter involving a potential conflict of interest or an actual conflict of interest for a Director, the Director shall

publicly announce the nature of the potential or actual conflict of interest. Any Director having an actual conflict of interest in a transaction with the Corporation shall in addition (i) refrain from participating as a public official in any discussion or debate on the issue out of which the conflict arises, and (ii) refrain from voting on the issue, unless the Director's vote is necessary for Board action on the issue and is otherwise not prohibited by ORS Chapter 244.

The faculty and nonfaculty staff members of the Board may not participate in any discussions or action by the Board or attend any executive session of the Board involving collective bargaining issues that affect faculty or nonfaculty staff at the Corporation.

ARTICLE ELEVEN

Business Records and Financial Information

1. **Records.** The Corporation shall maintain adequate and correct books, records and accounts of its business and properties. All of such books, records and accounts shall be kept at its place of business. Subject to the requirements of applicable law, the Board and officers of the Corporation shall take such steps as are necessary to preserve the confidentiality of sensitive business records and financial and commercial information concerning or belonging to the Corporation which is of a nature not customarily provided to business competitors.

2. **Inspection.** All books, records and accounts of the Corporation, and the original or a certified copy of the Articles of Incorporation, the Bylaws and any amendments thereto, shall be open to inspection by the Directors in the manner and to the extent required by law.

3. **Signature Authority.** All checks, drafts or other orders for payment of money, notes or other evidences of indebtedness issued in the name of or payable to the Corporation shall be signed or endorsed by such person or persons and in such manner as shall be determined by delegation from the University President.

4. **Annual Audit.** An annual audit shall be made of the books and accounts of the Corporation.

5. **Fiscal Year.** The fiscal year of the Corporation shall be the annual period ending June 30.

ARTICLE TWELVE

Miscellaneous Provisions

1. **Contracts.** Except as otherwise provided in the Articles of Incorporation or these Bylaws, the Member, without further Board action, may authorize any officer or officers and agent or agents to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Corporation, and such authority may be general or confined to specific instances.

2. **Severability.** Any determination that any provision of these Bylaws is for any reason inapplicable, invalid, illegal, or otherwise ineffective shall not affect or invalidate any other provision of these Bylaws.

3. **Amendment of Bylaws.** These Bylaws may be amended or repealed or new Bylaws adopted exclusively by the Member, without action by the Board.

Exhibit C

Regional and Ambulatory Division Operations

- Adventist Health
- Hillsboro Medical Center
- Legacy Meridian Park Medical Center
- Legacy Mount Hood Medical Center
- Legacy Salmon Creek Medical Center
- Legacy Silverton Medical Center
- Ambulatory Services (clinics, urgent care, ambulatory surgical centers, freestanding imaging, etc.)

Exhibit D

Portland Division Operations

- Doernbecher Children's Hospital
- Legacy Emanuel Medical Center
- Legacy Good Samaritan Medical Center
- OHSU Hospital
- Randall Children's Hospital
- Unity Center for Behavioral Health

Exhibit E

Integration Plan Process Summary

After the System Combination Agreement is signed, and within two weeks, the President of Oregon Health & Science University (“OHSU”) and the President & CEO of Legacy Health (“Legacy”) will jointly establish, staff, and charter a single Transition & Integration Management Office (“TIMO”) (with appropriate representation by Legacy leaders and OHSU leaders) to begin the integration planning process in anticipation of the Closing, all in accordance with permissible antitrust guidelines and with the oversight of counsel for both parties. The TIMO provides end-to-end oversight of the transition program and will regularly interface with the Executive Steering Committee (“ESC”) to monitor progress, provide direction, and resolve issues. The ESC membership will include the President of Legacy, President of OHSU, and other Legacy and OHSU leaders, including physicians. It is anticipated that upon signing of the System Combination Agreement, the OHSU President and Legacy President, after consultation with the ESC, will appoint a Chief Transition and Integration Officer, who will participate as a member of the ESC and lead the TIMO. The Chief Integration Officer could come from Legacy, OHSU, or be an external candidate. The OHSU President after consultation with the Legacy President, will determine what additional resources are necessary to guide and support the integration plan, including the appropriate operational and decision-making structures for carrying on the integration work following the Closing.

Prior to Closing, the TIMO will be focused on the following activities, all in accordance with permissible antitrust guidelines: (i) sharing information and developing plans for Day 1 post-closing; (ii) establishing and launching workstreams for integration planning; (iii) conducting a cultural assessment in conjunction with the People & Culture workstream; (iv) engaging both employed and independent providers; and (v) conducting integration planning for prioritized workstreams with clear deliverables.

Culture evolution, change management and transparent communication will be key elements for success and will be coordinated by the TIMO as part of the Integration Plan beginning with the adoption of an integration blueprint. A high degree of collaboration with functional leaders, clinical departments, independent and employed medical staff, people and culture, marketing and communications, and other key stakeholders across both entities will be essential. A multi-faceted liaison program will be necessary with various stakeholder groups – both internally and externally and will be co-developed through the integration planning process. This program will include a defined workstream reporting structure and a meaningful listening and feedback approach. The TIMO will have a physician integration workstream with representation from Legacy physicians, OHSU physicians, and independent providers (from Legacy’s medical staff). Throughout the integration planning process, regular progress reports will be provided: pre-closing to the Executive Steering Committee, Legacy and OHSU Board of Directors and post-closing to the Executive Steering Committee, the Health System Board, and OHSU Board of Directors. The Executive Steering Committee will be the venue for all workstreams to escalate issues and concerns, the OHSU President shall be the ultimate decision maker where the ESC cannot reach consensus. The Executive Steering Committee will also be the venue for both Legacy representatives and OHSU representatives to escalate significant issues related to the integration

process. Upon the escalation of any such issues, the ESC, will evaluate the issue and work together in good faith to reach a unanimous resolution of the issue. To the extent a unanimous resolution is not reached by the ESC, the OHSU President shall resolve the issue and break the deadlock.

The TIMO, both pre-and post-Closing, will collaborate with functional leaders from OHSU and Legacy Health who will develop roadmaps, identify interdependencies, manage risks, establish key metrics and milestones to track progress towards meeting synergy targets, and execute integration planning activities (pre-closing) and integration activities (post-closing). A non-exhaustive list of the functional areas (i.e., workstreams) in scope for integration includes the following:

Corporate and Shared Services	Clinical Administrative Functions	Education and Research Administrative Functions	Hospital-Based Specialties and Services	Service Lines	Providers	Long-Range Integration Opportunities
Corporate and shared services common to all entities and locations	Clinical administrative functions common to all entities and locations	Education and Research administrative functions	Hospital-based specialties and services common to all locations	Service lines that exist at both OHSU and Legacy today	Organization of providers and clinical staff in the combined system	Areas where integration opportunities exist, yet time is needed to prepare (e.g., EHR dependency)
<ul style="list-style-type: none"> • Comms, Marketing and Branding • Government Relations • People & Culture • Strategic Planning and Business Development • Legal Services • Regulatory / University P&Ps • Integrity and Corporate Compliance • Facilities Services • Information Technology • Public Safety / Security • Risk Management • Finance, Accounting & Tax • Managed Care / Contracting • Revenue Cycle • Supply Chain & Logistics 	<ul style="list-style-type: none"> • Medical Staff • Transfer Center / Mission Control (inpatient) • Patient Advocacy & Experience • Outpatient Access / C3 • Healthcare Policies and Procedures • Performance Excellence • Quality & Patient Safety (Risk Management, Infection Prevention, Quality Improvement, Accreditation & Clinical Compliance) 	<ul style="list-style-type: none"> • Graduate Medical Education (processes and systems) • Clinical trials mgmt. • Research 	<ul style="list-style-type: none"> • Lab • Radiology – Diagnostic • Radiology – Interventional • Pathology • Anesthesiology • Hospitalists / Intensivists • Pharmacy • Trauma 	<ul style="list-style-type: none"> • Heart & Vascular • Women & Children’s • Neurosciences • Oncology • Primary Care • Eye Institutes • Behavioral Health 	<ul style="list-style-type: none"> • Operating Room & ASCs • Independent Physicians • Practice Plan & Medical Group • Outreach / Clinical Partners • Nursing / APNs • CIN and IDS (related to Contracting, Manager Care, and Pop Health / Primary Care) • Primary Care and Population Health <ul style="list-style-type: none"> • Family Medicine • Internal Medicine and Geriatrics • Behavioral Health (existing Legacy service line, yet not OHSU) 	<ul style="list-style-type: none"> • Care Management & Post-Acute Care • Graduate Medical Education (programs) • Undergraduate Education / Learners • Research • Medical Specialties • Surgical Specialties • Hospital-Based Specialties • Procedural and Surgical Departments

- Clinical Engineering
- Environmental Services
- Food and Nutrition
- Transportation

Workstream Grouping	Day-1 Readiness and Pre-Close Activities	Quick Wins / First 90 Days	Six Months Post-Close	One Year+
Corporate and Shared Services				
Clinical Administrative Functions				
Education and Research Administrative Functions				
Hospital-Based Specialties and Services				
Health System Services and Service Lines		Existing Partnerships		
Providers				
Long-Range Integration Opportunities				

Exhibit F

Memorandum of Understanding
(See Attached)

**MEMORANDUM OF UNDERSTANDING
BETWEEN
LEGACY HEALTH
AND
LEGACY HEALTH FOUNDATION**

This Memorandum of Understanding (“**MOU**”) is made as of May 30, 2024 and sets forth certain understandings and agreements between Legacy Health (“**Legacy**”) and Legacy Health Foundation (the “**Foundation**”) (each a “**Party**,” and together, the “**Parties**”).

Background:

Legacy is an Oregon nonprofit public benefit corporation that is exempt from federal income tax pursuant to Section 501(c)(3) and is a public charity (i.e., not a private foundation) described in Section 509(a)(3) of the Internal Revenue Code of 1986, as amended (the “**Code**”). Legacy’s historic vision is to become a health partner to patients for life by delivering high-quality affordable care, connected experiences, and meaningful outcomes to its patients and members.

The Foundation is an Oregon nonprofit public benefit corporation that is exempt from federal income tax pursuant to Section 501(c)(3) of the Code, and is a public charity (i.e., not a private foundation) described in Sections 509(a)(1) and 170(b)(1)(A)(vi) of the Code. The mission of the Foundation is to foster community commitment and involvement to support the founding principles, mission and vision of Legacy and promote the health and well-being of the community.

The Parties work together to further their shared missions. Legacy is the sole member of the Foundation. Legacy provides administrative support at no cost to the Foundation. The Foundation raises not only community awareness of Legacy, but also funds to support the work done by Legacy.

In furtherance of its mission, Legacy has entered into an agreement with Oregon Health & Science University, a statutory public corporation and tax-exempt instrumentality of the state of Oregon (“**OHSU**”) by which they would affiliate to create a combined health care system under OHSU as the system’s sole corporate parent (the “**System Combination**”). The terms of the System Combination will be documented pursuant to one or more definitive agreements between Legacy and OHSU (the “**Definitive Agreements**”). The mutual intent of this System Combination is to deliver high quality health care services to the communities Legacy and OHSU serve, and to allow Legacy and OHSU to enhance and achieve their shared mission and vision.

In connection with the System Combination, Legacy and OHSU have agreed to dedicate assets to health equity and access by transferring Legacy’s net cash and also its member interest in PacificSource, a taxable Oregon nonprofit corporation (“**PacificSource**”) to an independent charitable foundation (the “**Grant**”) at the closing of the System Combination (the “**Closing**”). Because of the shared history and mission and mutually supportive relationship between Legacy and the Foundation, the Legacy Board of Directors would like the Foundation to be the recipient of the assets transferred at Closing in connection with the Grant and after the Reconfiguration (defined below).

In connection with the Grant, the Foundation will need to be reconfigured to an independent organization (the “**Reconfiguration**”). Legacy and the Foundation are enthusiastic about the potential of a reconfigured charitable foundation. In connection with the Reconfiguration, the Parties anticipate that the Foundation would change from a fundraising charity to a grantmaking foundation, while remaining constant in its support of the health and well-being of the community. The Parties intend that after the Closing, this independent, reconfigured foundation will be the legacy of Legacy Health.

Timeline:

The Parties understand the timing of the Reconfiguration and the Grant is dependent on the timing of the System Combination. The Parties anticipate the following rough timeline related to the Reconfiguration and the Grant, with each phase contingent on the successful completion of the prior phase:

<p>Phase 1 (Spring – Summer 2024)</p>	<ul style="list-style-type: none"> • Finalize MOU between Legacy and the Foundation • Legacy and OHSU sign Definitive Agreements • The Foundation completes due diligence regarding PacificSource and the Grant
<p>Phase 2 (2024)</p>	<ul style="list-style-type: none"> • In collaboration, Legacy and the Foundation draft a plan to implement the Foundation’s new mission and vision and use Grant funds to further health equity and access after the Reconfiguration. • Legacy and OHSU seek various approvals, consents, and waivers needed for the System Combination • Legacy and the Foundation seek various approvals, consents and waivers needed for the transfer of Legacy’s member interest in PacificSource to the Foundation, if applicable (see Grant Terms, Section C below)
<p>Phase 3 (Late 2024- Early 2025)</p>	<ul style="list-style-type: none"> • The Foundation adopts restated articles of incorporation and bylaws and elects a board of directors • Legacy and the Foundation sign the Grant Agreement (defined below) • Closing of OHSU – Legacy System Combination • Grant of assets to the Foundation
<p>Phase 4 (Spring 2025)</p>	<ul style="list-style-type: none"> • The Foundation, now a grantmaking foundation, begins its new chapter with additional assets, a new name, and reconfigured structure and board

Grant Terms:

The Parties understand the Grant is contingent upon the Closing of the System Combination, which requires governmental approvals and satisfaction or waiver of Closing conditions. The Grant would be made pursuant to the terms of a Grant Agreement between Legacy and the Foundation in a form substantially similar to that attached hereto as Exhibit A-1 or Exhibit A-2 (the “**Grant Agreement**”). The Grant Agreement will provide for the following terms related to the vision, mission, and governance of the Foundation, as more specifically detailed in the Grant Agreement:


A. Governance

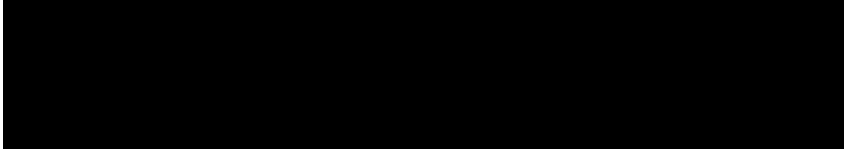
- Timed to synchronize with Closing, the Foundation will adopt revised and restated articles of incorporation and bylaws in a form substantially similar to those attached hereto as Exhibits B and C. As part of the Reconfiguration, these revised governing documents will make the Foundation independent from Legacy and OHSU.
- Through the revised and restated articles of incorporation and bylaws, the Foundation will adopt a new name that is approved by Legacy and does not include the word “Legacy.”
- The Parties will work collaboratively to evaluate the composition and characteristics of a reconfigured Foundation board that would effectively provide continuity of combined leadership, experience, and expertise from both Parties. The composition of the Foundation board at Closing will be as reflected in Attachment 6 to the Grant Agreement.

B. Mission, Vision, and Values of the Foundation

- The Foundation’s vision shall be for every member of our community to achieve their highest possible quality of health.
- The Foundation’s mission shall be to create a legacy of generational health and well-being through purposeful and impactful investments.

C. The Grant

- *Grant Assets:* The Grant will consist of (i) an amount of cash to be determined at Closing based on a calculation described in the Definitive Agreements and (ii) the PacificSource Asset. The PacificSource Asset shall consist of *either* (i) the transfer to the Foundation of Legacy’s 50% member interest in PacificSource (the “**PacificSource Interest**”) or (ii) 

. In the event that the Grant includes the PacificSource Interest, the Parties will enter a Grant Agreement in a form substantially similar to that attached hereto as Exhibit A-1, and the Parties recognize that (i) such transfer may require consents, approvals or waivers from government agencies, PacificSource and Pacific Health Associates and (ii) the Foundation will need to conduct reasonable due diligence. In the event

that the Grant includes [REDACTED]

- *Grant Purpose:* As more specifically described in the Grant Agreement, the Grant will be restricted to support the Foundation’s mission and vision in Oregon and Southwest Washington and may be used for Foundation expenditures including (i) grants to nonprofit organizations, tribes, agencies, educational institutions, OHSU and other hospital-based systems in furtherance of the Foundation’s mission, (ii) the Foundation’s program costs and activities, and (iii) Foundation operating and administration costs.
- *Grant Restrictions:* As more specifically described in the Grant Agreement, the Grant will be restricted to prohibit and disallow (i) grants to or for the benefit of other organizations with primary focus and operations outside of Oregon and Southwest Washington and (ii) grants to or for the benefit of any hospital-based health system that is in competition with the OHSU System (as defined in the Definitive Agreements) for purposes of engaging in activities that are competitive with the OHSU System, in whole or in part, as opposed to the purpose of addressing community health needs and otherwise furthering the mission of Legacy Health Foundation. The Foundation will also be prohibited from soliciting individuals, corporations and other entities for charitable contributions; and from soliciting private foundations for charitable grants.

Joint Commitments:

- **Foundation Board After Grant.** As the Foundation changes its focus from a fundraising charity to a grantmaking foundation, the skills and attributes required of the Foundation board of directors will change. As part of the Reconfiguration, the Parties will work together to ensure an appropriate transition and composition of the board of directors of the Foundation to meet such requirements.
- **Foundation Initial Plan.** Before Closing, the Parties will work together to draft a plan to implement the Foundation’s new mission and vision using Grant funds to further health equity and access after the Reconfiguration.
- **Legacy Health Foundation Assets.** Donors have contributed assets to the Foundation in support of the Foundation’s mission and for specific restricted purposes. The Parties will ensure all current Foundation funds are expended for their purpose and pursuant to donor intent. Prior to or after Closing, the Parties and OHSU will evaluate whether donor intent would be better served if certain Foundation restricted funds were administered by the reconfigured Foundation, OHSU Foundation, or another organization after Closing.
- **PacificSource.** The Parties will work collaboratively to facilitate the Grant, including but not limited to executing any necessary applications or agreements, and obtaining any appropriate consents and approvals, to permit the transfer of Legacy’s member interest in PacificSource to the Foundation, if applicable.

- **Dispute Resolution.** As collaborating Parties, Legacy and the Foundation agree to work together to resolve issues that arise under the terms of this MOU.

General Terms:

- **Non-Binding.** Except for the terms set forth in this General Terms section (which are binding on the Parties), no contract or binding obligation will exist between or among the Parties by virtue of this MOU. Such contract or binding obligations will exist, if at all, only pursuant to definitive grant agreements if and when executed by the Parties. If the definitive grant agreements are not executed for any reason, neither Party to this MOU shall have liability to the other Party other than to the extent arising from the binding provisions.
- **Confidentiality.** Each Party shall keep the terms of this MOU confidential except that the Parties may share the terms of this MOU with OHSU, PacificSource, Pacific Health Associates, government agencies, and their respective owners, directors, managers, officers, employees, advisors, and agents. The Parties may also share the terms of this MOU with any other third parties required for purposes of consummating the System Combination. No public announcement of this MOU will be made without prior written approval of the Parties and OHSU with respect to timing and content except as otherwise required by law.
- **Applicable Law.** The MOU shall be governed by and construed under the laws of the state of Oregon without reference to its conflicts of law principles.
- **Third-Party Beneficiaries.** The terms and conditions of this MOU are for the sole and exclusive benefit of the Parties and OHSU. OHSU shall be and is an express third-party beneficiary of, and pursuant to, this MOU, with full right and authority to enforce all of the General Terms of this MOU (including without limitation all of its rights pursuant to the General Terms of this MOU). Each of the Parties intends that OHSU shall be an express third-party beneficiary as set forth in this paragraph. The Parties each hereby fully waive any rights to bring or maintain any legal suit, action or proceeding, and covenant not to bring any legal suit, action or proceeding, challenging OHSU's rights and standing pursuant to this paragraph. Nothing in this MOU, express or implied, is intended to nor shall be construed to confer upon any person or entity, other than the Parties and OHSU, any remedy or claim under or by reason of this MOU as third-party beneficiaries or otherwise.
- **Assignment.** Neither Party may assign its rights or obligations hereunder, whether by written agreement, operation of law, or in any other manner whatsoever, not expressly assignable under the terms of this MOU without the other Party's and OHSU's prior written consent.
- **Amendment; Entire Agreement.** This MOU represents the entire understanding of the Parties with respect to the subject matter thereof. This MOU supersedes all other understandings, both oral and written, between the Parties. The MOU may be

amended or superseded at any time only upon OHSU's prior written consent to any such amendment or superseding document, and then only by a writing signed by the Parties.

LEGACY HEALTH

By: _____
Anna Loomis, Interim CEO

Notice Address:
Legacy Health
1919 NW Lovejoy Street
Portland, OR 97209
Attn: Craig Armstrong
Email: crrarmst@lhs.org

With a copy to:
Jonathan Moyer (JMoyer@ReedSmith.com)
Saskia de Boer (saskia.deboer@stoel.com)

LEGACY HEALTH FOUNDATION

By: _____
Jill A. Nelson, Chair

Notice Address:
Legacy Health Foundation
1919 NW Lovejoy Street
Portland, OR 97209
Attn: Jill A. Nelson
Email: jillnelson97209@gmail.com

With a copy to:
Jeff Wolfstone (WolfstoneJ@LanePowell.com)
Lisa Poplawski
(PoplawskiL@LanePowell.com)

Acknowledged and agreed:

OREGON HEALTH & SCIENCE UNIVERSITY

By: _____
Danny O. Jacobs, M.D., M.P.H, FACS
President

Notice Address:
Oregon Health & Science University
Mail code: L585
3181 SW Sam Jackson Park Road
Portland, Oregon 97239
Attn: General Counsel
Email: legal@ohsu.edu

With a copy (which shall not constitute notice) to:
Hogan Lovells US LLP
390 Madison Avenue
New York, NY 10017
Attn: Jeffrey Schneider
Email: jeff.schneider@hoganlovells.com

**EXHIBIT A-1
DRAFT GRANT AGREEMENT**



**GRANT AGREEMENT
BETWEEN
LEGACY HEALTH
AND
LEGACY HEALTH FOUNDATION**

This Grant Agreement (the “**Agreement**”) is made as of _____, 2025 (the “**Effective Date**”), by and between Legacy Health (“**Legacy**”) and Legacy Health Foundation (“**Grantee**” or the “**Foundation**”). Legacy and the Foundation are sometimes each referred to as a “**Party**” and collectively as the “**Parties**.”

Background:

Legacy is an Oregon nonprofit public benefit corporation that is exempt from federal tax pursuant to Section 501(c)(3) and is a public charity (and not a “private foundation”) within the meaning of Section 509(a)(3) of the Internal Revenue Code of 1986, as amended (the “**Code**”). Legacy’s historic vision is to become a health partner to patients for life by delivering high-quality affordable care, connected experiences, and meaningful outcomes to its patients and members.

The Foundation is an Oregon nonprofit public benefit corporation that is exempt from federal tax pursuant to Section 501(c)(3) and is a public charity (and not a “private foundation”) within the meaning of Section 509(a)(1) and 170(b)(1)(A)(vi) of the Code. The mission of the Foundation is to foster community commitment and involvement to support the founding principles, mission and vision of Legacy and promote the health and well-being of the community.

In furtherance of its mission, Legacy has entered into an agreement with Oregon Health & Science University, a statutory public corporation and tax-exempt instrumentality of the state of Oregon (“**OHSU**”) by which they will affiliate to create a combined health care system under OHSU as the system’s sole corporate parent (the “**System Combination**”). The terms of the System Combination are documented in a Definitive Agreement dated May 30, 2024 (as amended, restated, supplemented or otherwise modified, “**Definitive Agreement**”). The entry into this Agreement by Legacy and Grantee is a condition to the closing of the System Combination, as set forth in Sections [7.9 and 8.12] of the Definitive Agreement.

The Parties entered into a memorandum of understanding on May 30, 2024 (the “**MOU**”) to affirm the Parties’ shared goals for the Foundation to transition from a fundraising foundation to a grantmaking foundation in connection with the Foundation’s receipt of a grant from Legacy at the closing of the System Combination. The MOU anticipates that Legacy and the Foundation will enter into this Agreement to outline the terms of the grant, including its restricted purpose and Foundation governance, through which the Foundation will become the legacy of Legacy Health.

NOW, THEREFORE, in consideration of the foregoing, the Parties agree as follows:

1. **Grant Award.** Legacy shall gift, donate, contribute and/or transfer to the Foundation a monetary grant and its member interest in PacificSource, an Oregon nonprofit corporation (“**PacificSource**”), in each case as described below (together, the “**Grant**”):

1.1. **Monetary Grant.** Legacy hereby agrees to award to the Foundation, and the Foundation agrees to accept from Legacy, a cash monetary grant, the amount and payment schedule of which shall be made in accordance with Attachment 1 (the “**Monetary Grant**”).

1.2. **PacificSource Interest.** Effective as of immediately prior to the Effective Time (as defined in the Definitive Agreement), Legacy hereby grants, contributes, assigns, transfers, conveys and delivers to the Foundation all of Legacy’s right, title and interest in and to its member interest in PacificSource (the “**PacificSource Interest**”), and the Foundation does hereby accept from Legacy all of Legacy’s right, title and interest in and to the PacificSource Interest (the “**PacificSource Grant**”). Upon the consummation of the PacificSource Grant, (i) the Parties will facilitate an amendment to the PacificSource bylaws to reflect the PacificSource Grant, and (ii) Foundation agrees to enter into an [Amended and Restated Member Agreement with PacificSource in substantially the form attached hereto as Attachment 2].

2. Use of Grant Funds.

2.1. **Compliance with Agreement.** Grantee agrees to use the Grant proceeds solely in accordance with the terms and conditions of, and for the purposes set forth in, this Agreement. The Grant funds may not be expended for any other purpose without the prior written approval of Legacy.

2.2. **Restricted Grant.** The Foundation shall use the Grant proceeds solely as described in more detail in Attachment 3, which sets forth the restricted purpose of the Grant (the “**Grant Purpose**”).

2.3. **Compliance with Law.** Grantee may only use Grant funds for charitable, educational, or scientific purposes within the meaning of Code Section 170(c)(2)(B), and more specifically for the Grant Purpose described in this Agreement.

2.4. **No Earmarked Funds.** The Foundation acknowledges that Legacy has not earmarked any of the Grant funds for any organization or individual other than Grantee and that Grantee is solely responsible for the selection of any other organization to receive a portion of the proceeds of this Grant in furtherance of the Grant Purpose.

3. **Records.** Although the Foundation need not maintain Grant funds in a separate bank account, Grantee must identify Grant proceeds as a restricted fund in a special ledger account on its books for ease of reference and verification. Grantee shall keep records of expenditures under the Grant for at least four years after such expenditures have been made, and shall furnish or make available such books, records, and supporting documentation to Legacy for inspection at

reasonable times. While so held by the Foundation, such Grant Funds shall not be used for any purpose other than as expressly set forth in this Agreement and shall not be invested in any manner that would jeopardize or impair their availability for use by the Grantee for the purpose provided in this Agreement.

4. Foundation Governance.

4.1. Governing Documents. The Foundation will adopt amended and restated articles of incorporation and bylaws in the form attached hereto as Attachments 4 and 5, respectively, and Legacy will approve those restated governing documents as its last act prior to ceasing its role as sole member of the Foundation; provided, however, that in no event will Foundation in the future amend, revise or restate such amended and restated articles of incorporation or bylaws in any manner that is inconsistent with the terms or conditions of this Agreement.

4.2. Foundation Board. The Parties have worked collaboratively to evaluate the needed composition and characteristics of the board of directors of the Foundation (the “**Board**”) after the closing of the System Combination. To provide continuity of combined leadership, experience and expertise from both Parties, the Foundation will elect directors so that as of [DATE], the Board is comprised of the directors with staggered terms identified in Attachment 6. After the closing of the System Combination, the Board will elect additional community members pursuant to its bylaws to comprise a diverse self-perpetuating Board with relevant professional and lived experience.

5. Foundation’s Rights From Definitive Agreement. The Parties agree that the Foundation shall have and exercise the rights of the Foundation set forth in the Definitive Agreement and the other Transaction Documents (as defined in the Definitive Agreement).

6. Representations and Warranties.

6.1. Representations and Warranties of Foundation.

a) **Foundation’s Tax-Exempt, Public Charity Status.** The Foundation represents that it is an organization that is tax-exempt pursuant to Section 501(c)(3) and a public charity described in Sections 509(a)(1) and 170(b)(1)(A)(vi) of the Code, and that the Foundation has been recognized by the Internal Revenue Service as such.

b) **Execution, Delivery, Authorization.** The execution and delivery by Foundation of this Agreement, the performance by Foundation of its obligations hereunder and the consummation by Foundation of the transactions contemplated on its part hereby have been duly authorized by all requisite action on the part of Foundation. This Agreement has been duly executed and delivered by Foundation and (assuming due authorization, execution and delivery by Legacy) constitutes Foundation’s legal, valid and binding obligation, enforceable against it in accordance with its terms.

6.2. Representations and Warranties of Legacy.

- a) **Ownership of PacificSource Interest.** The PacificSource Interest is owned of record and beneficially by Legacy, free and clear of all liens, pledges, security interests, charges, claims, encumbrances, agreements, options, voting trusts, proxies and other arrangements or restrictions of any kind (“**Encumbrances**”). Upon consummation of the transactions contemplated by this Agreement, Grantee shall own all of the Legacy’s right, title and interest in and to the PacificSource Interest, free and clear of all Encumbrances.
- b) **Execution, Delivery, Authorization.** Legacy has all requisite power and authority to execute and deliver this Agreement, to carry out its obligations hereunder, and to consummate the transactions contemplated on its part hereby. The execution and delivery by Legacy of this Agreement, the performance by Legacy of its obligations hereunder and the consummation by Legacy of the transactions contemplated on its part hereby have been duly authorized by all requisite action on the part of Legacy. This Agreement has been duly executed and delivered by Legacy and (assuming due authorization, execution and delivery by Foundation) constitutes Legacy’s legal, valid and binding obligation, enforceable against it in accordance with its terms.

7. **Materials.** The parties acknowledge that the Foundation shall hold and retain all intellectual property rights, including copyright, trademark, trade name, and moral rights, in any written or otherwise documented work product that is created by the Grantee with the Grant funds.

8. Confidentiality.

8.1. Each Party shall hold, and shall use its best efforts to cause its affiliates, and their respective officers, directors, employees and agents to hold, in strict confidence the terms of this Agreement and all documents and information concerning any other Party or any of its affiliates furnished to it by such other Party or such other Party’s officers, directors and agents in connection with this Agreement (collectively, “**Confidential Information**”), unless:

- a) disclosure of the terms of this Agreement is made to OHSU, PacificSource, Pacific Health Associates, government agencies and their respective owners, directors, managers, officers, employees, advisors, and agents;
- b) disclosure of the terms of this Agreement is made to any other third parties as required for purposes of consummating the System Combination;
- c) disclosure is mandated by Legal Requirements (as defined in the Definitive Agreement);
- d) disclosure is made in an action or proceeding brought by a Party in pursuit of its rights or in the exercise of its remedies hereby;
- e) to the extent that such documents or information can be shown to have been (i) previously known by the Party receiving such documents or information, (ii) in the

- public domain (either prior to or after the furnishing of such documents or information hereby) through no fault of such receiving Party, or (iii) later acquired by the receiving Party from another source if the receiving Party is not aware that such source is under an obligation to another Party to keep such documents and information confidential;
- f) If a Party receives a request, pursuant to any Legal Requirements (as defined in the Definitive Agreement), for disclosure of another Party's Confidential Information, and the Party receiving the request is permitted to do so, the Party receiving the request shall provide the Party whose Confidential Information is being sought with prior prompt written notice of the request and allow the Party whose Confidential Information is being sought, at its sole expense, to seek a restraining order or other appropriate relief provided, but only to the extent such attempts do not result in any Party violating its legal obligations.

8.2. No public announcement of this Agreement will be made without prior written approval of the Parties and OHSU with respect to timing and content except as otherwise required by law.

9. Dispute Resolution. In the event a dispute between the Parties arises from or relates to this Agreement, and in order to give effect to the goals of the planned affiliation between Legacy and OHSU, the following process shall be followed. For purposes of the processes set forth in this Section 9, following the closing of the System Combination, OHSU shall have and exercise all rights of Legacy.

- 9.1.** The Parties shall attempt in good faith to resolve any dispute within sixty (60) days of either Party's first written notification of the dispute. The written notification shall be authorized by action of the complaining Party's Board (which, after the Closing, shall be OHSU Board with respect to Legacy), and shall include a clear written statement of the dispute. The applicable Parties' respective executives shall meet and use good faith efforts to resolve the matter.
- 9.2.** If the Parties' respective executives are unable to resolve a dispute within such sixty (60) day period, either Party may escalate the dispute to such Party's governing board (which, after the Closing, shall be OHSU's Board with respect to Legacy) to resolve the dispute for an additional sixty (60) days.
- 9.3.** If the applicable governing boards are unable to resolve the dispute to the mutual satisfaction of each Party within such sixty (60) day period, each Party may pursue any other means of resolving the dispute, except that any proceeding brought in a court of law must be done so in accordance with 9.4 and 9.5 below.
- 9.4.** ANY LEGAL SUIT, ACTION OR PROCEEDING PURSUED BY A PARTY PURSUANT TO SECTION 9.3 SHALL BE INSTITUTED IN THE FEDERAL COURTS OF THE UNITED STATES OF AMERICA OR THE COURTS OF THE STATE OF OREGON IN EACH CASE LOCATED IN THE CITY OF PORTLAND AND COUNTY OF MULTNOMAH, AND EACH PARTY IRREVOCABLY

SUBMITS TO THE EXCLUSIVE JURISDICTION OF SUCH COURTS IN ANY SUCH SUIT, ACTION OR PROCEEDING. SERVICE OF PROCESS, SUMMONS, NOTICE OR OTHER DOCUMENT BY MAIL TO SUCH PARTY'S ADDRESS SET FORTH HEREIN SHALL BE EFFECTIVE SERVICE OF PROCESS FOR ANY SUIT, ACTION OR OTHER PROCEEDING BROUGHT IN ANY SUCH COURT. THE PARTIES IRREVOCABLY AND UNCONDITIONALLY WAIVE ANY OBJECTION TO THE LAYING OF VENUE OF ANY SUIT, ACTION OR PROCEEDING IN SUCH COURTS AND IRREVOCABLY WAIVE AND AGREE NOT TO PLEAD OR CLAIM IN ANY SUCH COURT THAT ANY SUCH SUIT, ACTION OR PROCEEDING BROUGHT IN ANY SUCH COURT HAS BEEN BROUGHT IN AN INCONVENIENT FORUM

- 9.5.** EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY LEGAL SUIT, ACTION OR PROCEEDING PURSUED BY A PARTY PURSUANT TO SECTIONS 9.3 AND 9.4 IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES AND, THEREFORE, EACH SUCH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY SUCH LEGAL SUIT, ACTION OR PROCEEDING. EACH CERTIFIES AND ACKNOWLEDGES THAT (A) NO REPRESENTATIVE OF ANY OTHER DISPUTE PROCESS PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT SEEK TO ENFORCE THE FOREGOING WAIVER IN THE EVENT OF A LEGAL SUIT, ACTION OR PROCEEDING, (B) SUCH PARTY HAS CONSIDERED THE IMPLICATIONS OF THIS WAIVER, (C) SUCH PARTY MAKES THIS WAIVER VOLUNTARILY, AND (D) SUCH PARTY HAS BEEN INDUCED TO ENTER INTO THIS LETTER AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.
- 9.6.** The Parties hereby acknowledge and agree that nothing in this Agreement shall be deemed to limit, restrict, waive or terminate any rights of notice or redress of any Party existing under applicable law with any governmental agency, bureau, commission or department.
- 9.7.** Notwithstanding anything to the contrary in this Agreement, the Parties acknowledge that a breach or threatened breach of this Agreement by a Party would cause the non-breaching Party to suffer immediate and irreparable harm which could not be fully remedied with the payment of monetary damages. As such, in addition to any other remedies available, the non-breaching Party shall be entitled to specific performance, preliminary and permanent injunctive relief, and other available equitable remedies to prevent, restrain or cure a breach or threatened breach of this Agreement by the other Party, either pending or following a trial on the merits, without the need to post bond or other security. For avoidance of doubt, either Party may seek to obtain injunctive (but not other) relief to prevent a threatened or ongoing breach of this Agreement without first pursuing the dispute resolution process set forth in this Section 9.

9.8. THE PARTIES AGREE THAT THE PROCEDURES SET FORTH IN THIS SECTION 9 SHALL BE THE SOLE AND EXCLUSIVE PROCEDURES FOR RESOLVING DISPUTES ARISING UNDER THIS AGREEMENT.

10. Third Party Beneficiaries.

10.1. Except as specifically set forth herein, the terms and provisions of this Agreement are intended solely for the benefit of the Parties to whom such terms and provisions apply, and their respective permitted successors or assigns, and it is not the intention of the Parties to confer, and this Agreement shall not confer, third-party beneficiary rights upon any other Person or Entity, as “third-party beneficiary” or otherwise.

10.2. Notwithstanding anything to the contrary set forth in this Agreement, OHSU shall be and is an express third-party beneficiary of, and pursuant to, this Agreement with full right and authority (i) to enforce all of the rights of Legacy pursuant to the terms and provisions of this Agreement, and (ii) to seek to ensure that Legacy and the community that it serves receive all of the benefits provided in this Agreement. Each of the Parties intends that OHSU shall be an express third-party beneficiary as set forth in this Section 10.2. The Parties each hereby fully waive any rights to bring or maintain any legal suit, action or proceeding, and covenant not to bring any legal suit, action or proceeding, challenging OHSU’s rights and standing pursuant to this Section 10.2. For the avoidance of doubt, the Agreement shall not be terminated, cancelled, amended, modified, supplemented or changed, or any provision, default, breach or performance waived, or any assignment made in a manner without the advance written consent of OHSU, as third party beneficiary to this Agreement (to be granted or withheld in OHSU’s sole discretion).

10.3. On and after the date of the closing of the System Combination, (i) OHSU shall have standing and shall have the continuing right to enforce performance by the Foundation of all of the Foundation’s covenants, obligations and other agreements set forth in this Agreement on behalf of Legacy without the need for Legacy to be a party to such action and (ii) OHSU shall have and exercise all rights, and be entitled to all benefits, of Legacy under this Agreement.

11. General.

11.1. Communications. All communications related to this Grant shall be directed as follows:

LEGACY HEALTH (<i>prior to the closing of the System Combination</i>)	LEGACY HEALTH FOUNDATION
1919 NW Lovejoy Street	1919 NW Lovejoy Street
Portland, OR 97209	Portland, OR 97209
Attention: Craig Armstrong	Attention: Jill A. Nelson
Phone:	Phone:
Email:	Email:

LEGACY HEALTH (*after the closing of the System Combination*)
3181 SW Sam Jackson Park Road
Portland, OR 97239
Attention:
Phone:
Email:

11.2. Liability. No Party is responsible for the acts of third parties. Each Party is responsible for its own acts and omissions and those of its directors, officers, employees, and agents.

11.3. Assignment. Legacy may assign its rights or obligations hereunder, whether by written agreement, operation of law, or in any other manner whatsoever, without the Grantee's prior written consent. The Foundation may not assign its rights or obligations hereunder, whether by written agreement, operation of law or in any other manner whatsoever, without Legacy's prior written consent, which consent shall not be unreasonably withheld.

11.4. Further Assurances. The Parties agree to execute any and all documents and instruments necessary or expedient to further the purposes of this Agreement and the transactions contemplated by this Agreement, including instruments of contribution, transfer, assignment, conveyance, delivery, acceptance, assumption or novation related to the PacificSource Grant.

11.5. Entire Agreement; Modification. This Agreement (including its attachments and exhibits) and the Definitive Agreement contain the entire agreement of the Parties regarding the subject matter described in this Agreement and the Definitive Agreement, and all other promises, representations, understandings, arrangements, and prior agreements are merged into and superseded by this Agreement and the Definitive Agreement. This Agreement may only be modified by a written agreement of the Parties and OHSU signed by an authorized representative of each Party and OHSU.

11.6. Choice of Law. The Parties agree that this Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to conflict of laws principles.

11.7. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute but one and the same instrument. Facsimile or other electronically scanned and transmitted signatures, including by email attachment, shall be deemed originals for all purposes of this Agreement. Signatures by electronic means shall have the same legal effect, validity, enforceability and admissibility as handwritten signatures.

11.8. Survival. The terms, conditions and warranties contained in this Agreement shall survive the Grant term, and the expiration or termination, of the Agreement.

11.9. Waiver. Failure by a Party to exercise or enforce any rights available to that Party or the giving of any forbearance, delay or indulgence shall not be construed as a waiver of that Party's rights under this Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date.

LEGACY HEALTH

LEGACY HEALTH FOUNDATION

By: _____
Charles Wilhoite, Chair

By: _____
Jill A. Nelson, Chair

**ATTACHMENT 1
MONETARY GRANT**

At the Closing (as defined in the Definitive Agreement), Legacy shall make an initial Grant payment to the Foundation in the amount of *[insert amount calculated at Closing pursuant to Section 3.5 of the Definitive Agreement]*.

Thereafter, Legacy, or OHSU as its successor, shall make annual Grant payments (each, a “Tranche Payment,” as defined in the Definitive Agreement) to the Foundation according to the following schedule. The schedule below indicates each maximum Tranche Payment; the actual amount to be paid to the Foundation through each Tranche Payment shall be calculated pursuant to Section 3.5.4 of the Definitive Agreement. For the avoidance of doubt, each maximum Tranche Payment shall be reduced by any deductions necessary to fulfill Legacy’s obligations as described in Section 11.2 of the Definitive Agreement. Each Maximum Tranche Payment may be reduced by any accumulated investment losses and investment fees as of such payment date on the unreleased funds that have not been previously withheld from a Tranche Payment, and the final Maximum Tranche Payment shall be increased by any accumulated gains or interest:

Payment Number	Date	Maximum Tranche Payment
2	<i>[insert closing date]</i> , 2027	\$ [REDACTED]
3	<i>[insert closing date]</i> , 2028	\$ [REDACTED]
4	<i>[insert closing date]</i> , 2029	\$ [REDACTED]
5	<i>[insert closing date]</i> , 2030	\$ [REDACTED]
6	<i>[insert closing date]</i> , 2031	\$ [REDACTED]

ATTACHMENT 2
[PACIFICSOURCE AMENDMENT TO MEMBER AGREEMENT]

ATTACHMENT 3 RESTRICTED GRANT PURPOSE

Purpose: Health Equity and Access

The purpose of this multi-year Grant is to further Legacy's mission of good health for our people, our patients, our communities, and our world. In particular, the Grant is intended to amplify the Foundation and its mission to create a legacy of generational health and well-being through purposeful and impactful investments. Legacy supports the Foundation's vision for every member of our community to achieve their highest possible quality of health.

Restricted Grant:

The Grant is restricted as follows:

Permitted Grant Activities (in each case subject to the Prohibited Grant Activities):

- Grants to or for the benefit of OHSU and the OHSU System (as defined in the Definitive Agreement).
- [REDACTED]
- Grants to or for the benefit of other non-profit hospital-based systems that are not in competition with the OHSU System.
- Grants to or for the benefit of other organizations, tribes, government agencies, and educational institutions in support of the Foundation's mission and vision in Oregon and Southwest Washington.
- Foundation administration and operating costs.
- Foundation program activities in furtherance of the Foundation's mission (as described as of the Effective Date), including but not limited to education, community outreach, convenings, technical assistance, and advocacy.

Prohibited Grant Activities

- Grants to or for the benefit other organizations with primary focus and operations outside of Oregon and Southwest Washington.
- [REDACTED]
- Solicitation of individuals, corporations or other entities for charitable contributions, or from foundations for charitable grants.

ATTACHMENT 4
|_____|
(Formerly known as Legacy Health Foundation)
REVISED AND RESTATED ARTICLES OF INCORPORATION (2025)

ATTACHMENT 5
[_____]
(Formerly known as Legacy Health Foundation)
REVISED AND RESTATED BYLAWS (2025)

**ATTACHMENT 6
FOUNDATION BOARD OF DIRECTORS**

1. WHEREAS the Board of Directors of [_____] has adopted Amended and Restated Bylaws, which provide that directors shall serve a maximum of two consecutive three-year terms, and that by resolution the Board may stagger director terms so that not all of the directors' terms expire in the same year.

2. WHEREAS the Board wishes to elect directors and stagger director terms pursuant to the bylaws, now therefore be it

3. RESOLVED that effective [DATE] the Board of Directors shall be comprised of the following named individuals, whose terms shall be and hereby are assigned and staggered in the following manner:

Director Name	Current Term	Current Term Ends
Foundation 1	1	2025
Foundation 2	1	2026
Foundation 3	1	2027
Foundation 4	2	2027
Legacy 1	1	2025
Legacy 2	1	2026
Legacy 3	1	2027
Legacy 4	2	2026
Legacy 5	2	2027

**EXHIBIT A-2
DRAFT GRANT AGREEMENT**



**GRANT AGREEMENT
BETWEEN
LEGACY HEALTH
AND
LEGACY HEALTH FOUNDATION**

This Grant Agreement (the “**Agreement**”) is made as of _____, 2025 (the “**Effective Date**”), by and between Legacy Health (“**Legacy**”) and Legacy Health Foundation (“**Grantee**” or the “**Foundation**”). Legacy and the Foundation are sometimes each referred to as a “**Party**” and collectively as the “**Parties.**”

Background:

Legacy is an Oregon nonprofit public benefit corporation that is exempt from federal tax pursuant to Section 501(c)(3) and is a public charity (and not a “private foundation”) within the meaning of Section 509(a)(3) of the Internal Revenue Code of 1986, as amended (the “**Code**”). Legacy’s historic vision is to become a health partner to patients for life by delivering high-quality affordable care, connected experiences, and meaningful outcomes to its patients and members.

The Foundation is an Oregon nonprofit public benefit corporation that is exempt from federal tax pursuant to Section 501(c)(3) and is a public charity (and not a “private foundation”) within the meaning of Section 509(a)(1) and 170(b)(1)(A)(vi) of the Code. The mission of the Foundation is to foster community commitment and involvement to support the founding principles, mission and vision of Legacy and promote the health and well-being of the community.

In furtherance of its mission, Legacy has entered into an agreement with Oregon Health & Science University, a statutory public corporation and tax-exempt instrumentality of the state of Oregon (“**OHSU**”) by which they will affiliate to create a combined health care system under OHSU as the system’s sole corporate parent (the “**System Combination**”). The terms of the System Combination are documented in a Definitive Agreement dated May 30, 2024 (as amended, restated, supplemented or otherwise modified, “**Definitive Agreement**”). The entry into this Agreement by Legacy and Grantee is a condition to the closing of the System Combination, as set forth in Sections [7.9 and 8.12] of the Definitive Agreement.

The Parties entered into a memorandum of understanding on May 30, 2024 (the “**MOU**”) to affirm the Parties’ shared goals for the Foundation to transition from a fundraising foundation to a grantmaking foundation in connection with the Foundation’s receipt of a grant from Legacy at the closing of the System Combination. The MOU anticipates that Legacy and the Foundation will enter into this Agreement to outline the terms of the grant, including its restricted purpose and Foundation governance, through which the Foundation will become the legacy of Legacy Health.

[REDACTED]

[REDACTED]

NOW, THEREFORE, in consideration of the foregoing, the Parties agree as follows:

1. Grant Award. Legacy shall gift, donate, contribute and/or transfer to the Foundation a monetary grant [REDACTED], in each case as described below (together, the “Grant”):

1.1. Monetary Grant. Legacy hereby agrees to award to the Foundation, and the Foundation agrees to accept from Legacy, a cash monetary grant, the amount and payment schedule of which shall be made in accordance with Attachment 1 (the “Monetary Grant”).

1.2. [REDACTED]

1.3. [REDACTED]

2. Use of Grant Funds.

2.1. Compliance with Agreement. Grantee agrees to use the Grant proceeds solely in accordance with the terms and conditions of, and for the purposes set forth in, this Agreement. The Grant funds may not be expended for any other purpose without the prior written approval of Legacy.

2.2. Restricted Grant. The Foundation shall use the Grant proceeds solely as described in more detail in Attachment 3, which sets forth the restricted purpose of the Grant (the “Grant Purpose”).

2.3. Compliance with Law. Grantee may only use Grant funds for charitable, educational, or scientific purposes within the meaning of Code Section 170(c)(2)(B), and more specifically for the Grant Purpose described in this Agreement.

2.4. No Earmarked Funds. The Foundation acknowledges that Legacy has not earmarked any of the Grant funds for any organization or individual other than Grantee and that

[REDACTED]

Grantee is solely responsible for the selection of any other organization to receive a portion of the proceeds of this Grant in furtherance of the Grant Purpose.

3. Records. Although the Foundation need not maintain Grant funds in a separate bank account, Grantee must identify Grant proceeds as a restricted fund in a special ledger account on its books for ease of reference and verification. Grantee shall keep records of expenditures under the Grant for at least four years after such expenditures have been made, and shall furnish or make available such books, records, and supporting documentation to Legacy for inspection at reasonable times. While so held by the Foundation, such Grant Funds shall not be used for any purpose other than as expressly set forth in this Agreement and shall not be invested in any manner that would jeopardize or impair their availability for use by the Grantee for the purpose provided in this Agreement.

4. Foundation Governance.

4.1. Governing Documents. The Foundation will adopt amended and restated articles of incorporation and bylaws in the form attached hereto as Attachments 4 and 5, respectively, and Legacy will approve those restated governing documents as its last act prior to ceasing its role as sole member of the Foundation; provided, however, that in no event will Foundation in the future amend, revise or restate such amended and restated articles of incorporation or bylaws in any manner that is inconsistent with the terms or conditions of this Agreement.

4.2. Foundation Board. The Parties have worked collaboratively to evaluate the needed composition and characteristics of the board of directors of the Foundation (the “**Board**”) after the closing of the System Combination. To provide continuity of combined leadership, experience and expertise from both Parties, the Foundation will elect directors so that as of [DATE], the Board is comprised of the directors with staggered terms identified in Attachment 6. After the closing of the System Combination, the Board will elect additional community members pursuant to its bylaws to comprise a diverse self-perpetuating Board with relevant professional and lived experience.

5. Foundation’s Rights From Definitive Agreement. The Parties agree that the Foundation shall have and exercise the rights of the Foundation set forth in the Definitive Agreement and the other Transaction Documents (as defined in the Definitive Agreement).

6. Representations and Warranties.

6.1. Representations and Warranties of Foundation.

a) **Foundation’s Tax-Exempt, Public Charity Status.** The Foundation represents that it is an organization that is tax-exempt pursuant to Section 501(c)(3) and a public charity described in Sections 509(a)(1) and 170(b)(1)(A)(vi) of the Code, and that the Foundation has been recognized by the Internal Revenue Service as such.

- [REDACTED]
- b) **Execution, Delivery, Authorization.** The execution and delivery by Foundation of this Agreement, the performance by Foundation of its obligations hereunder and the consummation by Foundation of the transactions contemplated on its part hereby have been duly authorized by all requisite action on the part of Foundation. This Agreement has been duly executed and delivered by Foundation and (assuming due authorization, execution and delivery by Legacy) constitutes Foundation’s legal, valid and binding obligation, enforceable against it in accordance with its terms.

6.2. Representations and Warranties of Legacy.

- [REDACTED]
- b) **Execution, Delivery, Authorization.** Legacy has all requisite power and authority to execute and deliver this Agreement, to carry out its obligations hereunder, and to consummate the transactions contemplated on its part hereby. The execution and delivery by Legacy of this Agreement, the performance by Legacy of its obligations hereunder and the consummation by Legacy of the transactions contemplated on its part hereby have been duly authorized by all requisite action on the part of Legacy. This Agreement has been duly executed and delivered by Legacy and (assuming due authorization, execution and delivery by Foundation) constitutes Legacy’s legal, valid and binding obligation, enforceable against it in accordance with its terms.

7. **Materials.** The parties acknowledge that the Foundation shall hold and retain all intellectual property rights, including copyright, trademark, trade name, and moral rights, in any written or otherwise documented work product that is created by the Grantee with the Grant funds.

8. Confidentiality.

- 8.1. Each Party shall hold, and shall use its best efforts to cause its affiliates, and their respective officers, directors, employees and agents to hold, in strict confidence the terms of this Agreement and all documents and information concerning any other Party or any of its affiliates furnished to it by such other Party or such other Party’s officers, directors and agents in connection with this Agreement (collectively, “**Confidential Information**”), unless:

- a) disclosure of the terms of this Agreement is made to OHSU, PacificSource, Pacific Health Associates, government agencies and their respective owners, directors, managers, officers, employees, advisors, and agents;
- b) disclosure of the terms of this Agreement is made to any other third parties as required

- for purposes of consummating the System Combination;
- c) disclosure is mandated by Legal Requirements (as defined in the Definitive Agreement);
 - d) disclosure is made in an action or proceeding brought by a Party in pursuit of its rights or in the exercise of its remedies hereby;
 - e) to the extent that such documents or information can be shown to have been (i) previously known by the Party receiving such documents or information, (ii) in the public domain (either prior to or after the furnishing of such documents or information hereby) through no fault of such receiving Party, or (iii) later acquired by the receiving Party from another source if the receiving Party is not aware that such source is under an obligation to another Party to keep such documents and information confidential;
 - f) If a Party receives a request, pursuant to any Legal Requirements (as defined in the Definitive Agreement), for disclosure of another Party's Confidential Information, and the Party receiving the request is permitted to do so, the Party receiving the request shall provide the Party whose Confidential Information is being sought with prior prompt written notice of the request and allow the Party whose Confidential Information is being sought, at its sole expense, to seek a restraining order or other appropriate relief provided, but only to the extent such attempts do not result in any Party violating its legal obligations.

8.2. No public announcement of this Agreement will be made without prior written approval of the Parties and OHSU with respect to timing and content except as otherwise required by law.

9. Dispute Resolution. In the event a dispute between the Parties arises from or relates to this Agreement, and in order to give effect to the goals of the planned affiliation between Legacy and OHSU, the following process shall be followed. For purposes of the processes set forth in this Section 9, following the closing of the System Combination, OHSU shall have and exercise all rights of Legacy.

9.1. The Parties shall attempt in good faith to resolve any dispute within sixty (60) days of either Party's first written notification of the dispute. The written notification shall be authorized by action of the complaining Party's Board (which, after the Closing, shall be OHSU Board with respect to Legacy), and shall include a clear written statement of the dispute. The applicable Parties' respective executives shall meet and use good faith efforts to resolve the matter.

9.2. If the Parties' respective executives are unable to resolve a dispute within such sixty (60) day period, either Party may escalate the dispute to such Party's governing board (which, after the Closing, shall be OHSU's Board with respect to Legacy) to resolve the dispute for an additional sixty (60) days.

9.3. If the applicable governing boards are unable to resolve the dispute to the mutual satisfaction of each Party within such sixty (60) day period, each Party may pursue any other means of resolving the dispute, except that any proceeding brought in a court of

law must be done so in accordance with 9.4 and 9.5 below.

- 9.4.** ANY LEGAL SUIT, ACTION OR PROCEEDING PURSUED BY A PARTY PURSUANT TO SECTION 9.3 SHALL BE INSTITUTED IN THE FEDERAL COURTS OF THE UNITED STATES OF AMERICA OR THE COURTS OF THE STATE OF OREGON IN EACH CASE LOCATED IN THE CITY OF PORTLAND AND COUNTY OF MULTNOMAH, AND EACH PARTY IRREVOCABLY SUBMITS TO THE EXCLUSIVE JURISDICTION OF SUCH COURTS IN ANY SUCH SUIT, ACTION OR PROCEEDING. SERVICE OF PROCESS, SUMMONS, NOTICE OR OTHER DOCUMENT BY MAIL TO SUCH PARTY'S ADDRESS SET FORTH HEREIN SHALL BE EFFECTIVE SERVICE OF PROCESS FOR ANY SUIT, ACTION OR OTHER PROCEEDING BROUGHT IN ANY SUCH COURT. THE PARTIES IRREVOCABLY AND UNCONDITIONALLY WAIVE ANY OBJECTION TO THE LAYING OF VENUE OF ANY SUIT, ACTION OR PROCEEDING IN SUCH COURTS AND IRREVOCABLY WAIVE AND AGREE NOT TO PLEAD OR CLAIM IN ANY SUCH COURT THAT ANY SUCH SUIT, ACTION OR PROCEEDING BROUGHT IN ANY SUCH COURT HAS BEEN BROUGHT IN AN INCONVENIENT FORUM
- 9.5.** EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY LEGAL SUIT, ACTION OR PROCEEDING PURSUED BY A PARTY PURSUANT TO SECTIONS 9.3 AND 9.4 IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES AND, THEREFORE, EACH SUCH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY SUCH LEGAL SUIT, ACTION OR PROCEEDING. EACH CERTIFIES AND ACKNOWLEDGES THAT (A) NO REPRESENTATIVE OF ANY OTHER DISPUTE PROCESS PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT SEEK TO ENFORCE THE FOREGOING WAIVER IN THE EVENT OF A LEGAL SUIT, ACTION OR PROCEEDING, (B) SUCH PARTY HAS CONSIDERED THE IMPLICATIONS OF THIS WAIVER, (C) SUCH PARTY MAKES THIS WAIVER VOLUNTARILY, AND (D) SUCH PARTY HAS BEEN INDUCED TO ENTER INTO THIS LETTER AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.
- 9.6.** The Parties hereby acknowledge and agree that nothing in this Agreement shall be deemed to limit, restrict, waive or terminate any rights of notice or redress of any Party existing under applicable law with any governmental agency, bureau, commission or department.
- 9.7.** Notwithstanding anything to the contrary in this Agreement, the Parties acknowledge that a breach or threatened breach of this Agreement by a Party would cause the non-breaching Party to suffer immediate and irreparable harm which could not be fully remedied with the payment of monetary damages. As such, in addition to any other

remedies available, the non-breaching Party shall be entitled to specific performance, preliminary and permanent injunctive relief, and other available equitable remedies to prevent, restrain or cure a breach or threatened breach of this Agreement by the other Party, either pending or following a trial on the merits, without the need to post bond or other security. For avoidance of doubt, either Party may seek to obtain injunctive (but not other) relief to prevent a threatened or ongoing breach of this Agreement without first pursuing the dispute resolution process set forth in this Section 9.

- 9.8.** THE PARTIES AGREE THAT THE PROCEDURES SET FORTH IN THIS SECTION 9 SHALL BE THE SOLE AND EXCLUSIVE PROCEDURES FOR RESOLVING DISPUTES ARISING UNDER THIS AGREEMENT.

10. Third Party Beneficiaries.

- 10.1.** Except as specifically set forth herein, the terms and provisions of this Agreement are intended solely for the benefit of the Parties to whom such terms and provisions apply, and their respective permitted successors or assigns, and it is not the intention of the Parties to confer, and this Agreement shall not confer, third-party beneficiary rights upon any other Person or Entity, as “third-party beneficiary” or otherwise.
- 10.2.** Notwithstanding anything to the contrary set forth in this Agreement, OHSU shall be and is an express third-party beneficiary of, and pursuant to, this Agreement with full right and authority (i) to enforce all of the rights of Legacy pursuant to the terms and provisions of this Agreement, and (ii) to seek to ensure that Legacy and the community that it serves receive all of the benefits provided in this Agreement. Each of the Parties intends that OHSU shall be an express third-party beneficiary as set forth in this Section 10.2. The Parties each hereby fully waive any rights to bring or maintain any legal suit, action or proceeding, and covenant not to bring any legal suit, action or proceeding, challenging OHSU’s rights and standing pursuant to this Section 10.2. For the avoidance of doubt, the Agreement shall not be terminated, cancelled, amended, modified, supplemented or changed, or any provision, default, breach or performance waived, or any assignment made in a manner without the advance written consent of OHSU, as third party beneficiary to this Agreement (to be granted or withheld in OHSU’s sole discretion).
- 10.3.** On and after the date of the closing of the System Combination, (i) OHSU shall have standing and shall have the continuing right to enforce performance by the Foundation of all of the Foundation’s covenants, obligations and other agreements set forth in this Agreement on behalf of Legacy without the need for Legacy to be a party to such action and (ii) OHSU shall have and exercise all rights, and be entitled to all benefits, of Legacy under this Agreement.



11. General.


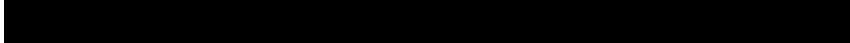
11.1. Communications. All communications related to this Grant shall be directed as follows:

LEGACY HEALTH (<i>prior to the closing of the System Combination</i>)	LEGACY HEALTH FOUNDATION
1919 NW Lovejoy Street	1919 NW Lovejoy Street
Portland, OR 97209	Portland, OR 97209
Attention: Craig Armstrong	Attention: Jill A. Nelson
Phone:	Phone:
Email:	Email:

LEGACY HEALTH (*after the closing of the System Combination*)
 3181 SW Sam Jackson Park Road
 Portland, OR 97239
 Attention:
 Phone:
 Email:

11.2. Liability. No Party is responsible for the acts of third parties. Each Party is responsible for its own acts and omissions and those of its directors, officers, employees, and agents.

11.3. Assignment. Legacy may assign its rights or obligations hereunder, whether by written agreement, operation of law, or in any other manner whatsoever, without the Grantee’s prior written consent. The Foundation may not assign its rights or obligations hereunder, whether by written agreement, operation of law or in any other manner whatsoever, without Legacy’s prior written consent, which consent shall not be unreasonably withheld.

11.4. Further Assurances. The Parties agree to execute any and all documents and instruments necessary or expedient to further the purposes of this Agreement and the transactions contemplated by this Agreement, including instruments of contribution, transfer, assignment, conveyance, delivery, acceptance, assumption or novation 


11.5. Entire Agreement; Modification. This Agreement (including its attachments and exhibits) and the Definitive Agreement contain the entire agreement of the Parties regarding the subject matter described in this Agreement and the Definitive Agreement, and all other promises, representations, understandings, arrangements, and prior agreements are merged into and superseded by this Agreement and the Definitive Agreement. This Agreement may only be modified by a written agreement of the Parties and OHSU signed by an authorized representative of each Party and OHSU.



11.6. Choice of Law. The Parties agree that this Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to conflict of laws principles.

11.7. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute but one and the same instrument. Facsimile or other electronically scanned and transmitted signatures, including by email attachment, shall be deemed originals for all purposes of this Agreement. Signatures by electronic means shall have the same legal effect, validity, enforceability and admissibility as handwritten signatures.

11.8. Survival. The terms, conditions and warranties contained in this Agreement shall survive the Grant term, and the expiration or termination, of the Agreement.

11.9. Waiver. Failure by a Party to exercise or enforce any rights available to that Party or the giving of any forbearance, delay or indulgence shall not be construed as a waiver of that Party's rights under this Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date.

LEGACY HEALTH

LEGACY HEALTH FOUNDATION

By: _____
Charles Wilhoite, Chair


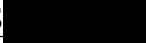
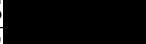
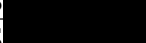

By: _____
Jill A. Nelson, Chair



**ATTACHMENT 1
MONETARY GRANT**

At the Closing (as defined in the Definitive Agreement), Legacy shall make an initial Grant payment to the Foundation in the amount of *[insert amount calculated at Closing pursuant to Section 3.5 of the Definitive Agreement]*.

Thereafter, Legacy, or OHSU as its successor, shall make annual Grant payments (each, a “Tranche Payment,” as defined in the Definitive Agreement) to the Foundation according to the following schedule. The schedule below indicates each maximum Tranche Payment; the actual amount to be paid to the Foundation through each Tranche Payment shall be calculated pursuant to Section 3.5.4 of the Definitive Agreement. For the avoidance of doubt, each maximum Tranche Payment shall be reduced by any deductions necessary to fulfill Legacy’s obligations as described in Section 11.2 of the Definitive Agreement. Each Maximum Tranche Payment may be reduced by any accumulated investment losses and investment fees as of such payment date on the unreleased funds that have not been previously withheld from a Tranche Payment, and the final Maximum Tranche Payment shall be increased by any accumulated gains or interest:

Payment Number	Date	Maximum Tranche Payment
2	<i>[insert closing date]</i> , 2027	\$ 
3	<i>[insert closing date]</i> , 2028	\$ 
4	<i>[insert closing date]</i> , 2029	\$ 
5	<i>[insert closing date]</i> , 2030	\$ 
6	<i>[insert closing date]</i> , 2031	\$ 



ATTACHMENT 2



ATTACHMENT 3
RESTRICTED GRANT PURPOSE

Purpose: Health Equity and Access

The purpose of this multi-year Grant is to further Legacy's mission of good health for our people, our patients, our communities, and our world. In particular, the Grant is intended to amplify the Foundation and its mission to create a legacy of generational health and well-being through purposeful and impactful investments. Legacy supports the Foundation's vision for every member of our community to achieve their highest possible quality of health.

Restricted Grant:

The Grant is restricted as follows:

Permitted Grant Activities (in each case subject to the Prohibited Grant Activities):

- Grants to or for the benefit of OHSU and the OHSU System (as defined in the Definitive Agreement).
- Grants to non-OHSU non-profit hospital-based systems that are in competition with the OHSU System (as listed on Schedule 3.6(a) of the Definitive Agreement, as such list may be amended by mutual written agreement of the Foundation and OHSU from time to time) solely for the purpose of addressing community health needs supported by such systems.
- Grants to or for the benefit of other non-profit hospital-based systems that are not in competition with the OHSU System.
- Grants to or for the benefit of other organizations, tribes, government agencies, and educational institutions in support of the Foundation's mission and vision in Oregon and Southwest Washington.
- Foundation administration and operating costs.
- Foundation program activities in furtherance of the Foundation's mission (as described as of the Effective Date), including but not limited to education, community outreach, convenings, technical assistance, and advocacy.

Prohibited Grant Activities

- Grants to or for the benefit other organizations with primary focus and operations outside of Oregon and Southwest Washington.
- Grants to or for the benefit of any hospital-based system that is in competition with the OHSU System (as listed on Schedule 3.6(a) of the Definitive Agreement, as such list may be amended by mutual written agreement of the Foundation and OHSU from time to time) for purposes of engaging in activities that are competitive with the OHSU System, in whole or in part, as opposed to the purpose of solely addressing community health needs.
- Solicitation of individuals, corporations or other entities for charitable contributions, or from foundations for charitable grants.



ATTACHMENT 4

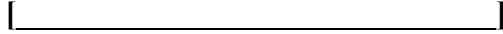
[_____]

(Formerly known as Legacy Health Foundation)

REVISED AND RESTATED ARTICLES OF INCORPORATION (2025)



ATTACHMENT 5



**(Formerly known as Legacy Health Foundation)
REVISED AND RESTATED BYLAWS (2025)**

**ATTACHMENT 6
FOUNDATION BOARD OF DIRECTORS**

1. WHEREAS the Board of Directors of [] has adopted Amended and Restated Bylaws, which provide that directors shall serve a maximum of two consecutive three-year terms, and that by resolution the Board may stagger director terms so that not all of the directors' terms expire in the same year.

2. WHEREAS the Board wishes to elect directors and stagger director terms pursuant to the bylaws, now therefore be it

3. RESOLVED that effective [DATE] the Board of Directors shall be comprised of the following named individuals, whose terms shall be and hereby are assigned and staggered in the following manner:

Director Name	Current Term	Current Term Ends
Foundation 1	1	2025
Foundation 2	1	2026
Foundation 3	1	2027
Foundation 4	2	2027
Legacy 1	1	2025
Legacy 2	1	2026
Legacy 3	1	2027
Legacy 4	2	2026
Legacy 5	2	2027

EXHIBIT B

[_____]

(formerly known as Legacy Health Foundation)

DRAFT AMENDED AND RESTATED ARTICLES OF INCORPORATION (2024)

RESTATED NONPROFIT
ARTICLES OF INCORPORATION
OF
[_____]

Pursuant to ORS 65.451, [_____], formerly known as Legacy Health Foundation (the “corporation”), an Oregon nonprofit public benefit corporation, adopts the following Restated Articles of Incorporation, which supersede the existing Articles of Incorporation and all prior amendments thereto.

ARTICLE I

The name of the corporation is [_____].

ARTICLE II

The corporation is a public benefit corporation.

ARTICLE III

The corporation is organized and shall be operated exclusively for charitable, scientific, and educational purposes permitted by Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the “Code”). The corporation shall have the specific purpose set forth in the Bylaws of the corporation.

ARTICLE IV

The corporation has no members.

ARTICLE V

Notwithstanding any other provision of these Articles of Incorporation, the corporation shall not carry on any activities not permitted to be carried on (a) by a corporation exempt from federal income taxation under Code Section 501(c)(3) and (b) by a corporation, contributions to which are deductible under Code Sections 170(c)(2), 2055(a)(2) and 2522(a)(2). No part of the net earnings of the corporation shall inure to the benefit of any private shareholder or individual. No substantial part of the activities of the corporation shall be carrying on propaganda, or otherwise attempting to influence legislation, and the corporation shall not participate in, or

intervene in (including the publishing or distributing of statements), any political campaign on behalf of or in opposition to any candidate for public office.

ARTICLE VI

During any time that the corporation is classified as a “private foundation” as defined in Code Section 509, the corporation:

- (a) shall not engage in any act of self-dealing as defined in Code Section 4941(d);
- (b) shall distribute its income and, when necessary, amounts from principal at such time and in such manner as not to subject the corporation to the taxes on failure to distribute income imposed by Code Section 4942;
- (c) shall not retain any excess business holdings as defined in Code Section 4943(c);
- (d) shall not make any investments in such manner as to subject the corporation to the taxes on investments which jeopardize charitable purpose imposed by Code Section 4944; and
- (e) shall not make any taxable expenditures as defined in Code Section 4945(d).

ARTICLE VII

Upon dissolution or final liquidation of the corporation, after the payment or provision for payment of all of the liabilities of the corporation, the remaining assets of the corporation shall be distributed to such organization or organizations as are then described in Code Sections 501(c)(3) or 170(c)(2), or to a state or local government (including OHSU, as an instrumentality of the State of Oregon) for a public purpose, as the board of directors shall determine.

ARTICLE VIII

No director or uncompensated officer shall be personally liable to the corporation for monetary damages for conduct as a director or officer, provided that this Article shall not eliminate or limit the liability of a director or officer for any act or omission for which such elimination of liability is not permitted under the Oregon Nonprofit Corporation Act. No amendment to the Oregon Nonprofit Corporation Act that further limits the acts or omissions for which elimination of liability is permitted shall affect the liability of a director or officer for any act or omission which occurs prior to the effective date of the amendment.

ARTICLE IX

The corporation shall indemnify to the fullest extent permitted by the Oregon Nonprofit Corporation Act any person who is made, or threatened to be made, a party to an action, suit, or proceeding, whether civil, criminal, administrative, investigative, or otherwise (including an action, suit, or proceeding by or in the right of the corporation), by reason of the fact that the person is or was a director, officer, employee, or agent of the corporation. The corporation shall pay for or reimburse the reasonable expenses incurred by any such person in any such proceeding in advance of the final disposition after the board of directors has taken such action as required by ORS 65.404, including providing notice of the proposed indemnification to the Attorney General. No amendment to this Article that limits the corporation's obligation to indemnify any person shall have any effect on such obligation for any act or omission that occurs prior to the later of the effective date of the amendment or the date notice of the amendment is given to the person. This Article shall not be deemed exclusive of any other provisions for indemnification or advancement of expenses of directors, officers, employees, agents, and fiduciaries that may be allowable under any statute, bylaw, agreement, general or specific action of the board of directors.

ARTICLE X

All references in these Articles of Incorporation to sections of the Code, the Oregon Revised Statutes, or the Oregon Nonprofit Corporation Act shall be deemed to refer also to the corresponding provisions of any future federal tax or Oregon nonprofit corporation laws.

ARTICLE XI

The principal place of business is:

[Name]
[Street Address or PO Box]
[Address]

ARTICLE XII

The address to which notices may be mailed is :

[Name]
[Street Address or PO Box]
[Address]

ARTICLE XIII

In furtherance and not in limitation of the powers conferred by the laws of the State of Oregon, the Board of Directors is expressly authorized and empowered to adopt, amend and repeal the these Articles of Incorporation and/or the Bylaws of the corporation pursuant to an affirmative vote of the board of directors then in office; provided, however, that no such amendment of the Articles of Incorporation and/or the Bylaws of the corporation shall be inconsistent with the terms and conditions of that certain Grant Agreement by and between Legacy Health and the corporation, with OHSU as a third-party beneficiary thereto, made and entered into as of _____.

I declare, under penalty of perjury, that this document does not fraudulently conceal, fraudulently obscure, fraudulently alter or otherwise misrepresent the identity of the person or any officers, directors, employees, or agents of the corporation. This filing has been examined by me and is, to the best of my knowledge and belief, true, correct, and complete. Making false statements in this document is against the law and may be penalized by fines, imprisonment, or both.

DATED: _____, 2025.

_____, Secretary

EXHIBIT C
[_____]
(formerly known as Legacy Health Foundation)
DRAFT AMENDED AND RESTATED BYLAWS (2024)

RESTATED BYLAWS

OF

[_____]

SECTION 1 PURPOSE, MISSION AND VISION

1.1 As set forth in the Articles of Incorporation of [_____], formerly known as LEGACY HEALTH FOUNDATION, (the “corporation”), the purposes of the corporation are to be organized and operated exclusively for charitable, scientific, and educational purposes permitted by Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the “Code”). Subject to and in furtherance of the foregoing, and within such limits, and subject also to Section 7 of these bylaws, the purposes of the Corporation are (a) to operate as a grantmaking foundation so as to promote health (including physical, mental, and social determinants of health) and health equity in Oregon and Southwest Washington; and (b) to engage in such other acts or activities as may be permitted by nonprofit corporations under the Oregon Nonprofit Corporation Act in order to accomplish the purposes set forth in Article III of the corporation’s Articles of Incorporation.

1.2 Consistent with the purposes of the corporation, the mission and vision of the corporation is for every member of the community served by the corporation to achieve their highest possible quality of health; and, in so doing, to create a legacy of generational health and well-being through purposeful and impactful investments.

SECTION 2 DIRECTORS

2.1 Powers. The board of directors (the “board”) shall exercise, or delegate, or otherwise authorize the exercise of, all corporate powers and shall direct the management of the corporation’s affairs, subject to any limitation set forth in the Articles of Incorporation. The board shall retain authority over an exercise of corporate powers that the board delegates or authorizes under this section.

2.2 Qualifications. All directors must be individuals 18 years of age or older. Directors need not be residents or citizens of the State of Oregon or of the United States of America. The board may establish written policies that include additional criteria for qualifications of directors and composition of the board.

2.3 Number. The board shall consist of a minimum of seven and a maximum of eighteen persons. The number of directors may be fixed or changed periodically within the minimum and maximum by the board.

2.4 Tenure of Office. Directors serve for terms of three years. Directors may serve for a maximum of two consecutive terms. By resolution, the board may divide the total number of directors into groups and otherwise arrange for terms to be staggered such that not all of the directors' terms expire in the same year.

2.5 Election. The board shall elect directors at its annual meeting, except as necessary to fill vacancies, including vacancies created by an increase in the number of directors. The term of a director elected at an annual meeting or during the year to fill a vacancy shall begin as of the date specified in the resolution to elect the director.

2.6 Resignation. A director may resign at any time by delivering written notice to the chair or the secretary. A resignation is effective when notice is effective under ORS 65.034 unless the notice specifies a later effective date. Once delivered, a notice of resignation is irrevocable unless revocation is approved by the board.

2.7 Removal. A director may be removed, at any time, with or without cause, by vote of a majority of the directors then in office at any meeting.

2.8 Vacancies. A vacancy or vacancies on the board shall exist if the number of directors in office is less than the maximum number or the number fixed by the board. A vacancy in the board may be filled by the board at any meeting. The term of a director elected during the year to fill a vacancy shall begin as of the date specified in the resolution to elect the director. Each director so elected shall hold office for an initial term specified in the resolution to elect the director, in order to arrange for terms to be staggered. If the board accepts the resignation of a director tendered to take effect at a future time, a successor may be elected to take office when the resignation becomes effective.

2.9 Executive Committee. The board may have an executive committee. The executive committee shall be composed of the chair, any vice chair, secretary, and treasurer; the board or the chair may also appoint at-large directors to serve on the executive committee. Only directors may be voting members of the executive committee. The chair shall preside at the executive committee meetings. Between meetings of the board, the executive committee shall have and exercise all the authority of the board in the management of affairs of the corporation, except as limited by Section 2.10. At least 24 hours' notice shall be required to convene a meeting of the executive committee.

2.10 Board Committees. In addition to an executive committee, the board may create one or more board committees that exercise the authority of the board. The creation of a board committee and either the appointment of directors to the board committee or the designation of a method of selecting board committee members must be approved by the board. Each board committee must consist of two or more directors, who serve at the pleasure of the board. Only a director may serve as a voting member of a board committee. Except as may be contemplated by resolution of the board, the provisions of these bylaws governing meetings, action without meetings, notice and waiver of notice, and quorum and voting requirements of the board shall apply to committees and their members as well. The board may delegate the authority of the board to a board committee; provided, however, no committee may:

(a) Authorize distributions, provided that this restriction does not apply to payment of reasonable value for property received or services performed or payment that furthers the corporation's purposes;

(b) Approve dissolution, merger, or the sale, pledge, or transfer of all or substantially all of the corporation's assets;

(c) Elect, appoint, or remove directors or fill vacancies on the board or on any board committees; or

(d) Adopt, amend, or repeal the Articles of Incorporation or bylaws.

2.11 Advisory Committees. The board may create one or more advisory committees. The board may appoint individuals to serve on an advisory committee or specify a method for selecting members. Members of these committees need not be members of the board, but at least one director shall serve on each such committee. Advisory committees shall have no power to act on behalf of, or to exercise the authority of, the board, but may make recommendations to the board or to board committees and may implement board or board committee decisions and policies under the supervision and control of the board or a board committee.

2.12 Compensation. Directors may receive no more than reasonable compensation for service in their capacity as directors. A director may receive reimbursement of actual reasonable expenses incurred in carrying out their duties as a director. The board shall review and approve, on an annual basis, all compensation payable to directors.

2.13 Director Conflict of Interest. A conflict of interest transaction is a transaction with the corporation in which a director of the corporation has a direct or indirect interest, as defined in ORS 65.361. The board shall adopt a policy that (a) requires directors and officers to disclose any interest that constitutes or could result in a conflict of interest and (b) sets out procedures for reviewing and resolving such matters in accordance with law.

SECTION 3 OFFICERS

3.1 Designation. The officers of the corporation shall be a chair, a secretary, a treasurer, and may include one or more vice chairs, an executive director, and such other officers as the board shall appoint. The board shall elect the chair, vice chair, secretary, and treasurer from among the directors, and shall hire as the corporation's senior executive, an executive director. The same individual may not serve simultaneously as chair, vice chair, secretary, or treasurer.

3.2 Election; Term of Office. The board shall elect officers at its annual meeting. Officers shall serve for a term of one year or such other term as the board may designate and may be elected to any number of consecutive terms. The executive director shall serve in such office for as long as they are employed by the corporation as executive director.

3.3 Removal. Any officer may be removed, either with or without cause, at any time by action of the board.

3.4 Resignation. An officer may resign at any time by delivering notice to the board, the chair, or the secretary. A resignation is effective when the notice is effective under ORS 65.034 unless the notice specifies a later effective date. If a resignation specifies a later effective date and the corporation accepts the later effective date, the board may fill the pending vacancy before the effective date if the board provides that the successor does not take office until the effective date. Once delivered, a notice of resignation is irrevocable unless revocation is approved by the board.

3.5 Compensation. Officers may receive reasonable compensation for service in their capacity as officers. An officer may receive reimbursement of actual reasonable expenses incurred in carrying out their duties as an officer. The board shall review and approve, on an annual basis, all compensation payable to officers.

3.6 Chair. The chair shall preside at meetings of the board, shall serve as the chair of the executive committee, shall ensure that the board is advised on all significant matters of the corporation's business, and shall be responsible for overseeing the plans and directives of the board. The chair also shall have such other powers and perform such other duties as may be prescribed by the board.

3.7 Vice Chair. The vice chair, if any, shall preside at meetings of the board at which the chair is absent and in the absence of the chair shall have the other powers and perform the other duties of the chair. The vice chair also shall have such other powers and duties as may be prescribed by the board.

3.8 Secretary. The secretary shall oversee the preparation of minutes of meetings of the board and authenticate records of the corporation. The secretary shall keep or cause to be kept at the principal office or such other place as the board may order, the minutes of all board meetings. The secretary also shall have such other powers and perform such other duties as may be prescribed by the board. The board may appoint or authorize the appointment of an assistant who may perform such duties as are prescribed by the secretary or the board. The assistant, if any, need not be a member of the board.

3.9 Treasurer. The treasurer shall lead the board's oversight of the corporation's budgeting and planning process, financial performance, and financial condition. The treasurer shall keep and maintain, or cause to be kept and maintained, adequate and correct books and records of accounts of the assets and transactions of the corporation. The treasurer shall have such other powers and duties as may be prescribed by the board. The board may appoint or authorize the appointment of an assistant who may perform such duties as are prescribed by the treasurer or the board. The assistant, if any, need not be a member of the board.

3.10 Executive Director. The executive director, if any, shall serve at the pleasure of the board and shall, subject to the oversight of the board, have general supervision, direction and control of the business and affairs and day-to-day management of the corporation, with the

executive powers and duties of management usually vested in the office of chief executive officer of a corporation. The executive director shall not, by virtue solely of their employment as executive director, be a member of the board, although they shall attend all board meetings unless excused by the chair.

SECTION 4 MEETINGS

4.1 Meetings. An annual meeting of the board shall be held during the fourth quarter of the year or at a time and place designated by the board. If the time and place of any other directors' meeting is regularly scheduled by the board in a manner that informs all directors of the time and place without additional notice, the meeting is a regular meeting. All other meetings are special meetings.

4.2 Virtual Participation. The board may permit any or all of the directors to participate in any meeting by using a means of communication by which each director participating in the meeting can communicate with all of the other directors simultaneously. A director participating in a meeting in accordance with this section is deemed present at the meeting.

4.3 Call and Notice of Meetings. Notice of regular meetings may be made by providing each director with the adopted schedule of regular meetings for the ensuing year, and without further notice of the date, time, place, or purpose of the meeting. The annual meeting must be preceded by at least ten days' notice, if given by first-class mail or private carrier, or 48 hours' notice, if delivered orally or electronically. Special meetings of the board must be preceded by at least 24 hours' notice and must be delivered orally or electronically. All notices must give the date, time, and place of the meeting. Except as specifically provided in these bylaws or applicable law, the notice need not describe the purposes of any meeting. The chair, the secretary, or one-third of the directors then in office may call and give notice of a meeting of the board.

4.4 Waiver of Notice. A director may at any time waive any notice required by these bylaws. A director's attendance at or participation in a meeting waives any required notice to the director of the meeting unless the director, at the beginning of the meeting, or promptly upon the director's arrival, objects to holding the meeting or transacting business at the meeting and does not thereafter vote for or assent to any action taken at the meeting. A written waiver must be signed and may be transmitted electronically. The waiver must specify the meeting for which the notice is waived and must be filed with the minutes or the corporate records.

4.5 Quorum. A quorum of the board shall consist of a majority of the number of directors in office immediately before the meeting begins. A director is considered present regardless of whether the director votes or abstains from voting.

4.6 Voting. If a quorum is present when a vote is taken, the affirmative vote of a majority of the directors present when the action is taken is the act of the board except to the

extent that the Articles of Incorporation, these bylaws, or applicable law require the vote of a greater number of directors. Each director has one vote and may not vote by proxy.

4.7 Presumption of Assent. A director who is present at a meeting of the board is deemed to have assented to an action taken unless the director (a) dissents or abstains from the action and it is recorded in the minutes; (b) objects to holding or transacting business at the beginning of the meeting or promptly upon the director's arrival; or (c) delivers written notice of dissent or abstention to the presiding officer of the meeting before the meeting's adjournment or to the corporation immediately after the meeting adjourns. The right of dissent or abstention is not available to a director who votes in favor of the action taken.

4.8 Action Without Meeting: Vote by Email. The board may, without a meeting, use email or other electronic means to take action required or permitted to be taken at a board meeting if:

- (a) The corporation has a record of an email address for each director;
- (b) The corporation sends to the email address of each director an announcement that the board will take action, a description of the matter on which the board will take action, and a deadline of not less than 48 hours after the time the corporation sends the announcement in which a director may vote; and
- (c) The majority of directors who hold office at the time vote in the affirmative, except to the extent that the Articles of Incorporation, these bylaws, or applicable law require the vote of a greater number of directors.

A director may change their vote at any time before the deadline set forth in the email announcement. The board's action is effective on the deadline specified in the email announcement unless the announcement specifies a different effective date or time. The corporation shall include the email announcement and a record of the directors' votes in corporate records reflecting the action that the board took.

4.9 Action Without Meeting: Unanimous Written Consent. Any action required or permitted to be taken at a board meeting may be taken without a meeting if the action is taken unanimously by all directors. The action must be evidenced by one or more written consents describing the action taken, signed by each director, and included in the minutes or filed with the corporate records reflecting the action taken. Action taken under this section is effective when the last director signs the consent unless the consent specifies an earlier or later effective date. For purposes of this section, an affirmative email sent by a director in response to a written consent is deemed to be a writing by the director. A unanimous written consent under this section has the effect of a meeting vote and may be described as a meeting vote in any document.

SECTION 5 NONDISCRIMINATION

The corporation shall not discriminate in providing services, hiring employees, or

otherwise, upon the basis of gender, gender identity, race, creed, marital status, sexual orientation, religion, color, age, national origin, veteran status, or disability.

SECTION 6 GENERAL PROVISIONS

6.1 Amendment or Restatement of Bylaws. The board may amend or restate these bylaws at any time by majority vote of all of the directors then in office; provided, however, that no such amendment or restatement of these bylaws shall be inconsistent with the terms and conditions of that certain "Grant Agreement" by and between Legacy Health and the corporation, with the Oregon Health & Science University ("OHSU") as a third-party beneficiary thereto, made and entered into as of _____. The date of approval of any amendment to the bylaws or a restatement of the bylaws shall be noted in the corporate records.

6.2 Inspection of Books and Records. All books, records, and accounts of the corporation shall be open to inspection by the directors in the manner and to the extent required by law.

6.3 Disbursements. All checks or other orders for payment of money shall be signed or endorsed by such person or persons and in such manner as the board may determine by resolution or policy.

6.4 Deposits. All funds of the corporation shall be deposited to the credit of the corporation in such banks, trust companies, or other depositories as the Board may authorize.

6.5 Loans or Guarantees. The corporation shall not borrow or lend money unless authorized by the board by resolution or policy. This authority may be general or confined to specific instances. Except as explicitly permitted by ORS 65.364, the corporation shall not make a loan, guarantee an obligation, or modify a pre-existing loan or guarantee to or for the benefit of a director or officer of the corporation.

6.6 Execution of Documents. The board may authorize any officer or agent to enter into any contract or execute any instrument in the name of and on behalf of the corporation. Such authority may be general or confined to specific instances. Unless so authorized by the board, no officer, agent, or employee shall have any power or authority to bind the corporation by any contract or engagement, or to pledge its credit, or to render it liable for any purpose or for any amount.

6.7 Insurance. The corporation may purchase and maintain insurance on behalf of an individual against liability asserted against or incurred by the individual who is or was a director, officer, employee, or agent of the corporation, or who, while a director, officer, employee, or agent of the corporation, is or was serving at the request of the corporation as a director, officer, partner, trustee, employee, or agent of another foreign or domestic business or nonprofit corporation, partnership, joint venture, trust, employee benefit plan, or other enterprise; provided, however, that the corporation may not purchase or maintain such insurance to indemnify any director, officer, or agent of the corporation in connection with any proceeding

charging improper personal benefit to the director, officer, or agent in which the director, officer, or agent was adjudged liable on the basis that personal benefit was improperly received by the director, officer, or agent.

6.8 Fiscal Year. The fiscal year of the corporation shall begin on the first day of April and end on the last day of March in each year.

6.9 Severability. A determination that any provision of these bylaws is for any reason inapplicable, invalid, illegal, or otherwise ineffective shall not affect or invalidate any other provision of these bylaws.

SECTION 7 GRANTS ADMINISTRATION

7.1 Purpose of Grants. The corporation shall have the power to make grants and contributions and to render other financial assistance for the purposes expressed in its Articles of Incorporation and within such purpose, in accordance with any grant agreement to which the corporation is a party. Subject to the foregoing, the corporation may make grants (a) to or for the benefit of OHSU; (b) to or for the benefit of other non-profit hospital-based systems that are not in competition with OHSU; (c) to other non-profit hospital-based systems that are in competition with OHSU (as listed on Schedule 3.6(a) of that certain “System Combination Agreement” by and between Legacy Health and OHSU, as such list may be amended by mutual written agreement of the corporation and OHSU from time to time), but solely for the purpose of addressing community health needs; (d) to and for the benefit of other nonprofit and charitable organizations, tribes, government agencies, and educational institutions in support of the Foundation’s mission and vision in Oregon and Southwest Washington; and (e) for program activities in furtherance of the corporation’s mission, including but not limited to education, community outreach, convenings, technical assistance, and advocacy.

7.2 Restrictions on Grantmaking. In no event shall the corporation (a) make any grants to or for the benefit of organizations with primary focus and operations outside of Oregon and Southwest Washington or (b) make any grants to or for the benefit of any hospital-based system that is in competition with a system maintained by OHSU for purposes of engaging in activities that are competitive with such system of OHSU, in whole or in part, as opposed to the purpose of solely addressing community health needs.

* * * * *

The foregoing bylaws were duly adopted by the board of
[] on _____, 202_.

[Name], Secretary

Exhibit G

**Transactions the Proceeds of Which are Excluded from the Calculation of the Initial
Foundation Funding Amount**

and

Exhibit H

Initial Foundation Funding Amount as of December 31, 2023

(See Attached)

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Schedule 1

Legacy Health Knowledge Persons

President and Chief Executive Officer (currently Anna Loomis on an interim basis)

Chief Operating Officer (currently Jonathan Avery)

Chief Medical Officer (currently Melinda Muller, M.D.)

Chief People & Culture Officer (currently Lisa Goren)

Chief Information and Administration Officer (currently John Kenagy)

Advisor to Interim CEO (currently Kathryn Correia)

Schedule 2

OHSU Knowledge Persons

President (currently Danny Jacobs, MD)

CEO of OHSU Health (currently John Hunter, MD)

COO of OHSU Health (currently Joe Ness)

Chief Medical Officer (currently Renee Edwards, MD)

Chief People Officer (currently Qiana Williams)

Clinical Compliance Officer (currently Carmen Dobry)

Schedule 3

Legacy Health Entities

1. Legacy Health
2. Good Samaritan Foundation
3. Legacy Clinics, LLC
4. Legacy Connect, LLC
5. Legacy Emanuel Hospital & Health Center
6. Legacy Good Samaritan Hospital and Medical Center
7. Legacy Health Partners, LLC
8. Legacy Health Single Depository Entity, LLC
9. Legacy Health System Common Pay Company, LLC
10. Legacy Health System Insurance Company
11. Legacy Laboratory Services, LLC
12. Legacy Meridian Park Hospital
13. Legacy Mount Hood Medical Center
14. Legacy Outpatient Imaging, LLC
15. Legacy Salmon Creek Hospital
16. Legacy Visiting Nurse Association
17. Randall Children's Hospital Foundation
18. Salmon Creek Hospital Foundation
19. Silverton Health
20. Silverton Health Foundation

Schedule 3
OHSU Entities

OHSU wholly-owned subsidiaries

OHSU SoundSource, LLC
University Andrology Lab, LLC
OHSU Insurance Company, an Arizona corporation
OHSU Outpatient Clinical Services, LLC
University Anesthesiology Associates, LLC
Professional Medical Services, LLC
Bridges Collaborative Care Clinic, a public benefit non-profit

OHSU membership interests

OHSU Health IDS, LLC (OHSU holds a 60% interest in this member managed LLC)
Oregon Fiber Partnership, an Oregon public benefit corporation with members
OHSU-AH, LLC, a manager-managed Oregon LLC
Tuality Health Plan Services, a member public benefit corporation. OHSU is the sole corporate member. Remaining members are Oregon licensed physicians or healthcare providers.

Foundations or Foundation Affiliates

OHSU Foundation and OHSU Foundation, dba Doernbecher Children's Hospital Foundation, a 501(c)(3)
Oregon Rural Health Initiative, benefits the OHSU Foundation, OHSU, and Sky Lakes Medical Center, Inc. to support the construction of a new health care building on the campus of Sky lakes Medical Center and to advance the OHSU Campus for Rural Health. It is a 509(a)(3) entity.

Schedule 3.4.5

Existing Capital Projects

The Oregon Burn Center build out as described in the Legacy Emanuel Medical Center West Tower Update materials. This project totaling approximately \$30.321 million was subsequently approved by the Legacy Health System Board on May 16th, 2024.

Schedule 3.5.2

Working Capital

(See Attached)

Schedule 3.6(a)

OHSU Competitors



Schedule 3.6(b)

Legacy Health Foundation Restricted Words

Legacy

Good Samaritan

Emanuel

Silverton

Salmon Creek

Mt. Hood

Meridian Park

Medical Center

Randall

Devers

Hospital

Health System

OHSU

Oregon Health & Science University (or any derivation thereof)

Schedule 6.1

Legacy Health Pre-Closing Operations



Schedule 6.2
OHSU Pre-Closing Operations

None

Schedule 7.4

Material Approvals of any Government Entity Required of OSHU

This Schedule shall in no way supersede Sections 6.6.7 and 10.1.7 of this Agreement; thus, and only by way of example, any condition or group of conditions imposed by any Government Entity may be (i) determined to be a Restrictive Government Obligation Determination pursuant to Section 6.6.7 of this Agreement, or (ii) determined to be a Material Restrictive Government Obligation Determination pursuant to Section 6.6.7 of this Agreement.

- Oregon Health Authority’s (“**OHA**”) approval or approval with conditions—either following preliminary review or following comprehensive review—of the material change transaction described in the Agreement to the extent required by the OHA Health Care Market Oversight (“**HCMO**”) process.
- Any approval of or notice to OHA or the Washington Department of Health (“**Washington DOH**”) required by any Health Care Law to execute this Agreement, but only as regards the Permit issued by OHA or Washington DOH to operate any hospital controlled by Legacy Health.
- The granting by the Washington DOH of a certificate of need (“**CON**”) for the sale, purchase, or lease of Salmon Creek Hospital pursuant to the Agreement, or a determination by the Washington DOH that the same is not required for the transaction contemplated in this Agreement.
- Notice of the Transactions to the Washington State Attorney General (the “**WAG**”) as required by the WAG, and any supplemental information requested in connection therewith, as required by Chapter 19.390 of the Revised Code of Washington.

Schedule 7.5

Material Approvals of any Government Entity Required of Legacy Health

This Schedule shall in no way supersede Sections 6.6.7 and 10.1.7 of this Agreement; thus, and only by way of example, any condition or group of conditions imposed by any Government Entity may be (i) determined to be a Restrictive Government Obligation Determination pursuant to Section 6.6.7 of this Agreement, or (ii) determined to be a Material Restrictive Government Obligation Determination pursuant to Section 6.6.7 of this Agreement.

- Oregon Health Authority's ("**OHA**") approval or approval with conditions—either following preliminary review or following comprehensive review—of the material change transaction described in the Agreement.
- Any approval of or notice to OHA or the Washington Department of Health ("**Washington DOH**") required by any Health Care Law to execute the Agreement, but only as regards the Permit issued by OHA or Washington DOH to operate any hospital controlled by Legacy Health.
- The granting by the Washington DOH of a certificate of need ("**CON**") for the sale, purchase, or lease of Salmon Creek Hospital pursuant to the Agreement, or a determination by the Washington DOH that the same is not required for the transaction contemplated in this Agreement.
- Notice of the Transactions to the Washington State Attorney General (the "**WAG**") as required by the WAG, and any supplemental information requested in connection therewith, as required by Chapter 19.390 of the Revised Code of Washington.
- OHA approval of a Form A Statement Regarding the Acquisition or Control of or Merger with a Coordinated Care Organization or Form D, Prior Notice of a Transaction related to PacificSource, as applicable.
- Department of Consumer and Business Services approval of a Form A Statement Regarding the Acquisition or Control of or Merger with a Domestic Insurer or Form D Prior Notice of a Transaction related to PacificSource, as applicable.

Schedule 7.6

Required Consents

[REDACTED]

[REDACTED]