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STATE HEALTH PLANNING AND DEVELOPMENT AGENCY

Holland & Knight

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Henry R. Roque
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October 11, 2018

Via Federal Express

State of Alabama
State Health Planning and Development Agency
RSA Union Building
100 North Union Street, Suite 870
Montgomery, Alabama 36104

Re: Notice of Change of Ownership/Control

Dear Sir or Madam:

Enclosed is the Notice of Change of Ownership/Control (the "Application") for Affinity Acquisitions, LLC, an Alabama limited liability company, ("Applicant"), which involves a change of ownership of a licensed hospice facility, SHPDA ID No. 073- P2323, located at 216 Aquarius Drive, Suite 306, Birmingham, Alabama 35209. Pursuant to that certain Membership Interest Purchase Agreement, dated October 5, 2018 (the "Purchase Agreement"), by and among Affinity Hospice Holdings, LLC, ("Purchaser"), MBF Healthcare Management II, LLC, Ray Shrout, M. Chad Trull, Melvin Oakley, M.D., and Applicant, Purchaser is acquiring all of the issued and outstanding equity securities of Applicant. Following consummation of the transactions contemplated by the Purchase Agreement: (i) Purchaser will own 100% of the equity securities of Applicant; (ii) Ray Shrout, who currently owns 45% of the equity securities of Applicant, will own 45% of the equity securities of Purchaser; and (iii) MBF Healthcare Partners II, L.P. will own 55% of the equity securities of Purchaser. At this time, the parties have not publicly announced the proposed acquisition transaction. Therefore, notwithstanding Alabama public record laws, we respectfully request that the Application remain confidential at this time and all correspondence regarding the Application be directed solely to the contact person listed in the Application.

Applicant is timely submitting the Application in order to notify the State of Alabama, State Health Planning and Development Agency (the "Agency") of the proposed change of ownership. The following is a list of items the Applicant submits for purposes of the Application:

- Completed and executed Application

- Check No. 3002074 made payable to the State Health Planning and Development Agency in the amount of $2,500.00, representing payment of the Application fee
- Summary of transaction
- Copy of executed Purchase Agreement

The proposed change of ownership is scheduled to take place on November 12, 2018.

Please note that contemporaneously with the submission of the Application, Applicant is also submitting a Change of Ownership License Application to Operate a Hospice (the "CHOW Application") with the State of Alabama, Department of Public Health, Division of Provider Services. As you may know, the CHOW Application requires an approval issued by the Agency in connection with this Application (the "Approval") as part of the CHOW Application approval process. Accordingly, we respectfully request that you kindly issue the Approval to the Applicant as soon as possible.

Thank you for your consideration in this matter. Please feel free to call if you have any questions or requests for additional information.

Sincerely yours,

HOLLAND & KNIGHT LLP

Henry R. Roque

Enclosures

NOTICE OF CHANGE OF OWNERSHIP/CONTROL

The following notification of intent is provided pursuant to all applicable provisions of ALA. CODE § 22-21-270 (1975 as amended) and ALA. ADMIN. CODE r. 410-1-7-.04. This notice must be filed at least twenty (20) days prior to the transaction.

(●) Change in Direct Ownership or Control (of a vested Facility; ALA. CODE §§ 22-20-271(d), (e))
( ) Change in Certificate of Need Holder (ALA. CODE § 22-20-271(f))
( ) Change in Facility Management (Facility Operator)
Any transaction other than those above-described requires an application for a Certificate of Need.

Part I: Facility Information

SHPDA ID Number: 073-P2323
(This can be found at www.shpda.alabama.gov, Health Care Data, ID Codes)

Name of Facility/Provider: Affinity Hospice
(ADPH Licensure Name)

Physical Address: 216 Aquarius Drive, Suite 306
Birmingham, Alabama 35209

County of Location: JEFFERSON

Number of Beds/ESRD Stations: N/A - In-Home Hospice Services

CON Authorized Service Area (Home Health and Hospice Providers Only). Attach additional pages if necessary. Jefferson, Shelby, St. Clair, Walker, Talladega, Bibb, Blount, Chilton.

Part II: Current Authority

(Note: If this transaction will result in a change in direct ownership or control, as defined under ALA. CODE § 22-20-271(e), please attach organizational charts outlining current and proposed structures.)

Owner (Entity Name) of Facility named in Part I: Affinity Acquisitions, LLC

Mailing Address: 216 Aquarius Drive, Suite 306
Birmingham, Alabama 35209

Operator (Entity Name): Affinity Acquisitions, LLC

Part III: Acquiring Entity Information

Name of Entity: Affinity Hospice Holdings, LLC

Mailing Address: 121 Alhambra Plaza, Suite 1100
Coral Gables, Florida 33134

Operator (Entity Name): _____

Proposed Date of Transaction is on or after: _____

Part IV: Terms of Purchase

Monetary Value of Purchase: $ _____

Type of Beds: _____

Number of Beds/ESRD Stations: _____

Financial Scope: to Include Preliminary Estimate of the Cost Broken Down by Equipment, Construction, and Yearly Operating Cost:

Projected Equipment Cost: $ _____

Projected Construction Cost: $ _____

Projected Yearly Operating Cost: $ _____

Projected Total Cost: $ 0.00

On an Attached Sheet Please Address the Following:

1.) The services to be offered by the proposal (the applicant will state whether he has previously offered the service, whether the service is an extension of a presently offered service, or whether the service is a new service).

2.) Whether the proposal will include the addition of any new beds.

3.) Whether the proposal will involve the conversion of beds.

4.) Whether the assets and stock (if any) will be acquired.

Part V: Certification of Information

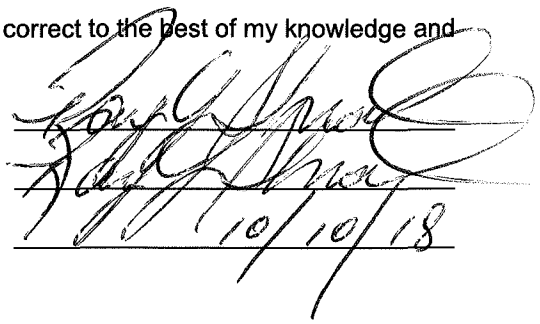
Current Authority Signature(s):

The information contained in this notification is true and correct to the best of my knowledge and belief.

Owner(s): Affinity Acquisitions, LLC

Operator(s): Affinity Acquisitions, LLC

Title/Date: Ray Shrout, CEO



Operator (Entity Name): Affinity Acquisitions, LLC

Proposed Date of Transaction is on or after: November 12, 2018

Part IV: Terms of Purchase

Monetary Value of Purchase: $ 13,000,000

Type of Beds: 0 - N/A

Number of Beds/ESRD Stations: 0 - N/A

Financial Scope: to Include Preliminary Estimate of the Cost Broken Down by Equipment, Construction, and Yearly Operating Cost:

Projected Equipment Cost: $ 0.00

Projected Construction Cost: $ 0.00

Projected Yearly Operating Cost: $ 0.00

Projected Total Cost: $ 0.00

On an Attached Sheet Please Address the Following:

1.) The services to be offered by the proposal (the applicant will state whether he has previously offered the service, whether the service is an extension of a presently offered service, or whether the service is a new service).

2.) Whether the proposal will include the addition of any new beds.

3.) Whether the proposal will involve the conversion of beds.

4.) Whether the assets and stock (if any) will be acquired.

Part V: Certification of Information

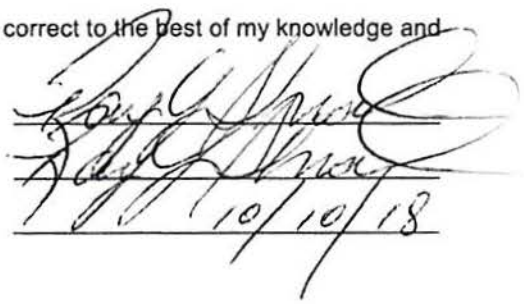
Current Authority Signature(s):

The information contained in this notification is true and correct to the best of my knowledge and belief.

Owner(s): Affinity Acquisitions, LLC

Operator(s): Affinity Acquisitions, LLC

Title/Date: Ray Shrout, CEO



SWORN to and subscribed before me, this 10th day of October, 2018.

(Seal)

Notary Public

My Commission Expires: 8/19/2020

Acquiring Authority Signature(s):

I agree to be responsible for reporting of all services provided during the current annual reporting period, as specified in ALA. ADMIN. CODE r. 410-1-3-.12. The information contained in this notification is true and correct to the best of my knowledge and belief.

Purchaser(s): Affinity Hospice Holdings, LLC _____

Operator(s): _____ _____

Title/Date: Jorge Rico, Manager _____

SWORN to and subscribed before me, this _____ day of _____, _____.

(Seal)

Notary Public

My Commission Expires: _____

Author: Alva M. Lambert
Statutory Authority: § 22-21-271(c), Code of Alabama, 1975
History: New Rule

SWORN to and subscribed before me, this _____ day of _____, _____.

(Seal)

Notary Public

My Commission Expires: _____

Acquiring Authority Signature(s):

I agree to be responsible for reporting of all services provided during the current annual reporting period, as specified in ALA. ADMIN. CODE r. 410-1-3-.12. The information contained in this notification is true and correct to the best of my knowledge and belief.

Purchaser(s): _____

Operator(s): Affinity Acquisitions, LLC

Title/Date: Ray Shrout, CEO 10/10/18

SWORN to and subscribed before me, this 10th day of October, 2018.

(Seal)

Notary Public

My Commission Expires: 8/19/2020

Author: Alva M. Lambert
Statutory Authority: § 22-21-271(c), Code of Alabama, 1975
History: New Rule

SWORN to and subscribed before me, this _____ day of _____, _____.

(Seal)

_____
Notary Public

My Commission Expires: _____

Acquiring Authority Signature(s):

I agree to be responsible for reporting of all services provided during the current annual reporting period, as specified in ALA. ADMIN. CODE r. 410-1-3-.12. The information contained in this notification is true and correct to the best of my knowledge and belief.

Purchaser(s): Affinity Hospice Holdings, LLC _____

Operator(s): _____ _____

Title/Date: Jorge Rico, Manager 10/10/2018 _____

SWORN to and subscribed before me, this 10th day of October, 2018.

(Seal)

Lourdes E. Martin
Notary Public

My Commission Expires: 11/19/18

LOURDES E. MARTIN
Notary Public - State of Florida
My Comm. Expires Nov 19, 2018
Commission # FF 165405
Bonded through National Notary Assn.

Author: Alva M. Lambert
Statutory Authority: § 22-21-271(c), Code of Alabama, 1975
History: New Rule

Alabama Certificate of Need

Notice of Change of Ownership /Control

Pursuant to the Membership Interest Purchase Agreement, dated October 5, 2018, executed by and between Affinity Hospice Holdings, LLC, a Delaware limited liability company ("Buyer") and Ray Shrout, M. Chad Trull, Melvin Oakley, M.D. (collectively, the "Sellers"), and Affinity Acquisitions, LLC, an Alabama limited liability company (the "Company"), Buyer acquired the ownership of the Company. For purposes of the Alabama Certificate of Need notification requirements, this transaction constitutes the acquisition of the membership interest (stock) of the Company.

The Company provides in-home hospice services to Jefferson, St. Clair, Blount, Shelby, Bibb, Talladega, Chilton, and Walker counties. The Company will continue to provide these services after this transaction. This transaction does not involve the extension of services nor the creation, increase, or conversion of any beds.

EXECUTION VERSION

MEMBERSHIP INTEREST PURCHASE AGREEMENT

by and among

AFFINITY HOSPICE HOLDINGS, LLC,

as Buyer,

RAY SHROUT,

M. CHAD TRULL,

and

MELVIN OAKLEY, M.D.,

as Sellers,

M. CHAD TRULL,

in his capacity as Sellers' Representative,

AFFINITY ACQUISITIONS, LLC,

as the Company,

and

[redacted]

as Buyer Guarantor

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MEMBERSHIP INTEREST PURCHASE AGREEMENT

THIS MEMBERSHIP INTEREST PURCHASE AGREEMENT (this "Agreement"), dated October 5, 2018 (the "Effective Date"), is by and among Affinity Hospice Holdings, LLC, a Delaware limited liability company ("Buyer"), [redacted] ("Buyer Guarantor") (solely for the purposes of Section 12.23), Ray Shrout ("Rollover Seller"), M. Chad Trull ("Trull"), Melvin Oakley, M.D. ("Oakley", and together with Trull, the "Non-Rollover Sellers") (Rollover Seller and Non-Rollover Sellers are each referred to herein as a "Seller" and collectively, the "Sellers"), M. Chad Trull in his capacity as the Sellers' Representative (the "Sellers' Representative"), and Affinity Acquisitions, LLC, an Alabama limited liability company (the "Company").

INTRODUCTION

The Company, Affinity Acquisitions Georgia, LLC, a Delaware limited liability company ("Affinity GA") and North Star Hospice, LLC, a Georgia limited liability company ("North Star" and together with Affinity GA, the "Acquired Subsidiaries" and each an "Acquired Subsidiary"; and the Acquired Subsidiaries together with the Company, the "Acquired Companies", and each an "Acquired Company"), provide hospice and hospice related services, including skilled nursing, palliative care, routine care, continuous care, inpatient care, respite care, personal care and personal assistance, medical social work, and home health aide (collectively, the "Business").

As of the Effective Date, the Sellers own all of the issued and outstanding membership interests of the Company (such interests, the "Purchased Units"); the Company owns all of the issued and outstanding membership interests of Affinity GA; and Affinity GA owns all of the issued and outstanding membership interests of North Star (such interests, the "North Star Units").

Immediately prior to the Closing and following the distribution of all of the North Star Units to Rollover Seller, the Sellers will own all of the Purchased Units; the Company will own all of the issued and outstanding membership interests of Affinity GA; and Rollover Seller will own all of the North Star Units.

Buyer desires to purchase from the Sellers and the Sellers desire to sell to Buyer, the Purchased Units, upon the terms and subject to the conditions set forth in this Agreement. Rollover Seller desires to contribute to Buyer, and Buyer desires to accept from Rollover Seller, the North Star Units, in exchange for [redacted].

Annex A set forth the location of definitions of capitalized terms defined in the body of this Agreement and the definitions of any capitalized terms used but not defined in the body of this Agreement.

AGREEMENT

Now, therefore, in consideration of the premises and of the mutual covenants hereinafter set forth, the parties hereto agree as follows:

ARTICLE I
SALE, PURCHASE AND PAYMENT FOR PURCHASED UNITS AND NORTH STAR UNITS; CLOSING DEBT; SELLERS' CLOSING EXPENSES; PURCHASE PRICE ADJUSTMENT; ESCROW; WITHHOLDING.

Section 1.1 Sale, Purchase and Payment for Purchased Units and North Star Units. Subject to the other terms and conditions of this Agreement, at the Closing, each of the Sellers shall sell and transfer

to Buyer all of his Purchased Units, and Rollover Seller shall transfer to Buyer all of his North Star Units, in each case, free and clear of all Liens other than restrictions under applicable securities laws, in exchange for the consideration described herein. For purposes of clarity, following such transfers, Buyer shall own one hundred percent (100%) of the issued and outstanding units of each of the Company and North Star on a fully diluted basis. In consideration for the Purchased Units and North Star Units, Buyer shall: (i) pay to the Non-Rollover Sellers at Closing cash by wire transfer of immediately available funds to be allocated among Non-Rollover Sellers and paid to such account(s) as are set forth in the funds flow memorandum to be executed by Buyer and the Sellers at Closing (the "Funds Flow"), with such aggregate amount payable to Non-Rollover Sellers equal to (a) [redacted] plus (b) if applicable, any Estimated Net Working Capital Surplus as set forth on the Closing Date Closing Certificate, minus (c) if applicable, any Estimated Net Working Capital Shortfall as set forth on the Closing Date Closing Certificate, minus (d) the aggregate amount required to pay and satisfy in full Sellers' Closing Expenses to be paid pursuant to Section 1.2, minus (e) all Closing Debt to be paid pursuant to Section 1.3, plus (f) the Estimated Cash Equivalents (the net amount of (a) – (f), the "Cash Purchase Price"); and (ii) [redacted] (the "Issued Units"); provided that the Cash Purchase Price is subject to adjustment pursuant to Section 1.4; [redacted] (the "Escrow Amount") to the Escrow Agent pursuant to Section 1.5. The net cash payment being disbursed and allocated to Trull and Oakley at Closing is set forth in detail on the Funds Flow, and, except with respect to the payment and release of the Escrow Amount pursuant to Section 1.5 and the Escrow Agreement, the post-closing adjustments contemplated by Section 1.4, the allocation reflected on the Funds Flow or pursuant to any other instructions by the Sellers' Representative and the issuance of the Issued Units to Rollover Seller shall constitute full satisfaction and discharge of Buyer's obligations pursuant to this Agreement to pay the Purchase Price and none of Buyer or any of its Affiliates (including the Acquired Companies following the Closing) shall have any liability thereafter relating to any payment or allocation of the Purchase Price among the Sellers. For purposes of this Agreement, the "Purchase Price" shall equal the Cash Purchase Price, as adjusted pursuant to Section 1.4, plus the Issued Units.

Section 1.2 Sellers' Closing Expenses. At Closing, Buyer shall pay or cause to be paid on behalf of the Sellers and the Acquired Companies all of the Sellers' Closing Expenses set forth on Schedule 1.2 by wire transfer of immediately available funds to such account(s) designated in writing by the Sellers' Representative. The Sellers' Representative shall deliver Schedule 1.2 to Buyer no less than two (2) days prior to Closing.

Section 1.3 Closing Debt. Buyer shall pay to such accounts designated in writing by the Sellers' Representative by wire transfer of immediately available funds, an amount, in the aggregate, equal to the Closing Debt set forth on Schedule 1.3, and, in connection therewith, Buyer shall, with the Sellers' Representative's assistance if requested by Buyer, file all mortgage discharges and UCC-3 termination statements related thereto other than with respect to Permitted Liens. The Sellers shall deliver Schedule 1.3 to Buyer no less than two (2) days prior to Closing.

Section 1.4 Purchase Price Adjustment.

(a) Five (5) calendar days prior to the Closing, the Sellers' Representative shall deliver to Buyer (i) a good faith reasonable estimate of the Acquired Companies' consolidated balance sheet as of 11:59 PM, Miami, FL Time on the Closing Date (the "Estimated Closing Balance Sheet"), and (ii) a certificate executed by the Sellers' Representative substantially in the form of Exhibit A (the "Closing Date Closing Certificate") setting forth Sellers' Representative's good faith estimate as of 11:59 PM, Miami, FL Time on the Closing Date of (A) the aggregate amount of any Closing Debt (the "Estimated Closing Debt"),

(B) the Net Working Capital (the "Estimated Net Working Capital"), (C) Sellers' Closing Expenses (the "Estimated Sellers' Closing Expenses"), and (D) the aggregate amount of the Cash Equivalents of the Acquired Companies as of 11:59 PM, Miami, FL Time on the Closing Date (the "Estimated Cash Equivalents"). The Sellers and the Sellers' Representative shall permit Buyer to review the Estimated Closing Balance Sheet and Closing Date Closing Certificate, and the Parties shall incorporate any comments of Buyer thereto that are mutually agreed to by Buyer and Sellers' Representative. The Estimated Closing Balance Sheet and Estimated Net Working Capital shall be determined on an accrual basis consistent with GAAP. The amount, if any, by which the Estimated Net Working Capital is greater than [redacted] is referred to herein as the "Estimated Net Working Capital Surplus." The amount, if any, by which the Estimated Net Working Capital is less than [redacted] is referred to herein as the "Estimated Net Working Capital Shortfall."

(b) As soon as practicable but in no event more than ninety (90) days following the Closing, Buyer shall prepare, or cause to be prepared, and deliver to the Sellers' Representative: (i) the Closing Balance Sheet; and (ii) a certificate substantially in the form of Exhibit B executed by an officer of Buyer (the "Final Closing Statement") setting forth its calculation as of 11:59 PM, Miami, FL Time on the Closing Date of (A) the aggregate amount of any Closing Debt (the "Actual Closing Debt"), (B) the actual Net Working Capital (the "Actual Net Working Capital"), (C) the aggregate amount of all Sellers' Closing Expenses (the "Actual Sellers' Closing Expenses"), and (D) the aggregate amount of Cash Equivalents of the Acquired Companies (the "Actual Cash Equivalents").

(c) The Sellers' Representative and its accountants shall complete their review of the Closing Balance Sheet and the Final Closing Statement within thirty (30) days after delivery thereof by Buyer. During such review period, Buyer shall provide the Sellers' Representative with access to all books and records, analysis, supporting schedules, work papers and other documentation used by Buyer to prepare the Closing Balance Sheet and the Final Closing Statement and to Buyer's personnel involved in preparing the Closing Balance Sheet and the Final Closing Statement, as reasonably requested by the Sellers' Representative to review the Closing Balance Sheet and the Final Closing Statement. If the Sellers' Representative objects to the Closing Balance Sheet or the Final Closing Statement for any reason, the Sellers' Representative shall, on or before the last day of such thirty (30) day period, so inform Buyer in writing (a "Sellers' Objection"), setting forth (i) each item and amount, along with a specific description of the basis of each of the Sellers' Representative's individual adjustments and the adjustments to the Closing Balance Sheet or the Final Closing Statement that the Sellers' Representative believes should be made and (ii) on the basis thereof, the Sellers' Representative's calculation of the Cash Purchase Price. Those balances in which there are no objection items specifically identified on the Sellers' Objection received by Buyer on or before the last day of such thirty (30) day period shall be deemed agreed, final and binding on the parties. If a Sellers' Objection is not received by Buyer on or before the last day of such thirty (30) day period, all items described on the Closing Balance Sheet and the Final Closing Statement delivered by Buyer to the Sellers' Representative shall be deemed agreed, final and binding on the parties. Buyer shall be permitted to review the supporting schedules, analyses, work papers and other documentation with respect to the Sellers' Objection.

(d) If the Sellers' Representative timely deliver a Sellers' Objection to Buyer and the Sellers' Representative and Buyer are unable to resolve all of their disagreements with respect to the proposed adjustments set forth in the Sellers' Objection within thirty (30) days following Buyer's receipt of the Sellers' Objection, then they shall, within five (5) days thereafter, jointly retain an independent certified public accounting firm reasonably acceptable to Buyer and Sellers' Representative (the "CPA Firm"), which shall determine, on the basis set forth in and in accordance with this Section 1.4, and only with respect to those items in the Sellers' Objection on which Buyer and the Sellers' Representative have not agreed, whether and to what extent, if any, the Cash Purchase Price requires adjustment; provided that

if the parties cannot agree on a mutually acceptable CPA Firm, a CPA Firm shall be selected in accordance with the Commercial Arbitration Rules of the American Arbitration Association. In resolving any disputed item, the CPA Firm may not assign a value to any disputed item that is greater than the greatest value claimed for the item by either party in its report to the other party or less than the smallest value claimed for the item by either party in its report to the other party. The scope of the disputes to be resolved by the CPA Firm is limited to whether the preparation of the Closing Balance Sheet and the calculation of Actual Net Working Capital, Actual Sellers' Closing Expenses, Actual Closing Debt and Actual Cash Equivalents were done on an accrual basis and otherwise in a manner consistent with GAAP and this Section 1.4, and the CPA Firm is not to make any other determination unless jointly requested in writing by the Sellers' Representative and Buyer. Notwithstanding anything to the contrary in this Agreement, any disputes regarding the Closing Balance Sheet and Final Closing Statement shall be resolved solely and exclusively as set forth in this Section 1.4(d).

(e) The Closing Balance Sheet and Actual Closing Debt, Actual Sellers' Closing Expenses, Actual Net Working Capital and Actual Cash Equivalents, as agreed to (or deemed to have been agreed to) between Buyer and the Sellers' Representative or as determined by the CPA Firm, as applicable, shall be conclusive and binding on all of the parties hereto and shall be deemed the "Final Closing Balance Sheet", "Final Closing Debt", "Final Sellers' Closing Expenses", "Final Net Working Capital" and "Final Cash Equivalents", respectively, for all purposes herein.

(f) Upon completion of the calculation of the Final Closing Balance Sheet, Final Closing Debt, Final Sellers' Closing Expenses, Final Net Working Capital and Final Cash Equivalents, in accordance with this Section 1.4 (such date of completion, the "Settlement Date"), the Cash Purchase Price shall be recalculated substituting the Final Closing Debt for Estimated Closing Debt, Final Sellers' Closing Expenses for Estimated Sellers' Closing Expenses, the Final Net Working Capital for Estimated Net Working Capital, and the Final Cash Equivalents for the Estimated Cash Equivalents, and the following adjustments shall be made to the Cash Purchase Price (the "Purchase Price Adjustment"):

(i) If the Cash Purchase Price calculated using the Final Closing Debt, Final Sellers' Closing Expenses, Final Net Working Capital and Final Cash Equivalents is greater than the Cash Purchase Price calculated using the Estimated Closing Debt, Estimated Sellers' Closing Expenses, Estimated Net Working Capital and Estimated Cash Equivalents, Buyer shall cause the Acquired Companies to pay such difference to the Non-Rollover Sellers by electronic bank transfer of immediately available funds directly to the account(s) designated in writing by the Sellers' Representative (or such other method of funds transfer as may be agreed upon by Buyer and the Sellers' Representative), within ten (10) days after the Settlement Date.

(ii) If the Cash Purchase Price calculated using the Final Closing Debt, Final Sellers' Closing Expenses, Final Net Working Capital, and Final Cash Equivalents is less than the Cash Purchase Price calculated using the Estimated Closing Debt, Estimated Sellers' Closing Expenses, Estimated Net Working Capital and Estimated Cash Equivalents, then Buyer and Sellers' Representative shall jointly instruct the Escrow Agent to release any Purchase Price Adjustment owed to Buyer pursuant to this Section 1.4(f)(ii) from the Escrow Account up to an aggregate amount of [redacted] (the "Purchase Price Adjustment Escrow Cap"); provided, however, that in no event shall the Purchase Price Adjustment reduce the balance of the Escrow Account to less than [redacted] as of the Settlement Date. To the extent that the Purchase Price Adjustment owed to Buyer pursuant to this Section 1.4(f)(ii) exceeds the Purchase Price Adjustment Escrow Cap, exceeds the remaining amounts in the Escrow Account as of the Settlement Date, or reduces the balance of the Escrow Account to less than [redacted] as of the Settlement Date, then, in each case, the Non-Rollover Sellers shall jointly and

severally pay to Buyer or the Acquired Companies, as determined by Buyer, the balance of such Purchase Price Adjustment not paid from the Escrow Account in cash via wire transfer or same day funds check.

Section 1.5 Escrow. At Closing, Buyer shall pay the Escrow Amount to the Escrow Agent, which amount shall be held in an account (the "Escrow Account") to secure and serve as a fund in respect of the indemnification obligations of the Sellers under this Agreement and for post-closing adjustments, if any, due Buyer pursuant to Section 1.4(f)(ii) and shall be distributed in accordance with the Escrow Agreement. No later than five (5) business days after the one (1) year anniversary of the Closing Date (the "First Release Date"), Buyer and Sellers' Representative will jointly instruct the Escrow Agent in writing to release to the Sellers' Representative (for further distribution to the Non-Rollover Sellers) an amount equal to [redacted] less (a) any amount(s) paid to Buyer out of the Escrow Account in accordance with Section 1.4(f) and the Escrow Agreement, (b) any amount(s) paid to Buyer Indemnified Persons out of the Escrow Account in respect of any claims made by Buyer Indemnified Persons in accordance with Article X and the Escrow Agreement on or before the First Release Date and (c) the amount of any pending indemnity claims made by Buyer Indemnified Persons against the Escrow Account in accordance with Article X and the Escrow Agreement on or before the First Release Date. No later than five (5) business days after the eighteen (18) month anniversary of the Closing Date (the "Second Release Date"), Buyer and Sellers' Representative will jointly instruct the Escrow Agent in writing to release to the Sellers' Representative (for further distribution to the Non-Rollover Sellers) an amount equal to the balance of the Escrow Amount in the Escrow Account (with any earnings thereon) as of the Second Release Date less the amount of any pending indemnity claims made by Buyer Indemnified Persons against the Escrow Account in accordance with Article X and the Escrow Agreement on or before the Second Release Date; provided that with respect to any pending claim as of the Second Release Date, promptly following resolution of such pending claim, the amount, if any, of such pending claim which has not been paid, which is not payable to any Buyer Indemnified Person pursuant to Article X in connection with such resolution, and which is not required to remain in the Escrow Account to satisfy other pending claims shall be paid to the Sellers' Representative (for further distribution to the Non-Rollover Sellers) in accordance with the Escrow Agreement.

Section 1.6 Withholding. Notwithstanding any other provision in this Agreement, Buyer shall have the right to deduct and withhold any required Taxes from any payments to be made hereunder, and to collect any necessary Tax forms, including Form W-9, or any similar information. To the extent that amounts are so withheld and paid to the appropriate Governmental Entity, such withheld amounts shall be treated for all purposes of this Agreement as having been delivered and paid to the Sellers or any other recipient of payment in respect of which such deduction and withholding was made.

ARTICLE II
CLOSING

Section 2.1 The Closing. The closing under this Agreement (the "Closing") shall take place remotely via exchange of documents, signatures and wire transfers on the second business day after the conditions to each party's obligation hereunder to Close as set forth in Article VIII (other than those conditions that by their nature are to be satisfied at the Closing and subject to the satisfaction or waiver of such conditions at the Closing) have been satisfied or waived, or on such other date which the parties may agree (the date on which the Closing occurs is herein referred to as the "Closing Date") and shall be effective as of 11:59 PM, Miami, FL Time on the Closing Date. All deliveries by one party to any other party at Closing shall be deemed to have occurred simultaneously and none shall be effective until and unless all have occurred.

ARTICLE III
SELLERS' AND COMPANY'S REPRESENTATIONS AND WARRANTIES

To induce Buyer to enter into this Agreement and for the benefit of Buyer, the Sellers and Company jointly and severally make the representations and warranties set forth in this Article III to Buyer; provided, however, that notwithstanding anything in this Agreement to the contrary, including, without limitation, any reference to any earlier time period in this Article III or Article IV, [redacted]

Section 3.1 Incorporation, Qualification and Authority. The Company is a limited liability company duly organized, validly existing, and in good standing under the Laws of the State of Alabama, and has the power and authority (company and other) to own its properties and to carry on its business as it is now being conducted. Affinity GA is a limited liability company duly formed, validly existing, and in good standing under the Laws of the State of Delaware, and has the power and authority (company and other) to own its properties and to carry on its business as it is now being conducted. North Star is a limited liability company duly organized, validly existing, and in good standing under the Laws of the State of Georgia, and has the power and authority (company and other) to own its properties and to carry on its business as it is now being conducted. The Company has full company power and authority to execute and deliver this Agreement and each other Contract to be executed by the Company in connection herewith to which it is a party, and to consummate the transactions set forth herein and therein. This Agreement and any other Contract to which the Company is a party and is required to be delivered at Closing pursuant to the terms hereof has been, or prior to Closing will be, duly and validly executed and delivered by the Company and this Agreement and any other Contract to which the Company is a party and required to be delivered at Closing pursuant to the terms hereof constitute the legal, valid and binding obligations of the Company, enforceable against the Company in accordance with their respective terms. Each Acquired Company is duly qualified or licensed as a foreign company to do business and is in good standing (or active status, as applicable) in the jurisdictions listed on Schedule 3.1, which are the only jurisdictions in which the operation of the Business or the ownership or leasing of its properties requires such qualification. Except as set forth on Schedule 3.1, each Acquired Company has made all filings needed to do business under the names listed on Schedule 3.1, which constitute all of the names such Acquired Company uses in connection with its business, and all such filings are in full force and effect. The Sellers have delivered to Buyer true, accurate and complete copies of (a) the organizational documents of each Acquired Company and (b) the minute books of each Acquired Company which contain records of all meetings held of, and other actions taken by, its members and managers since inception for the Company and Affinity GA and since [redacted] for North Star. Schedule 3.1 sets forth a true, accurate, and complete list of (i) any Person that has ever merged with or has been converted into an Acquired Company, (ii) any Person a majority of whose capital stock (or similar outstanding ownership interests) has ever been acquired by an Acquired Company, (iii) any Person all or substantially all of whose assets have ever been acquired by an Acquired Company and (iv) any prior names of an Acquired Company or any Person described in clauses (i) through (ii) of this sentence, in each case, since inception for the Company and Affinity GA and since [redacted] for North Star.

Section 3.2 Ownership of Purchased Units and Acquired Company Assets.

(a) Except for the Purchased Units, there are no other issued or outstanding equity securities or rights to acquire equity securities of the Company, and there are no outstanding equity appreciation rights, phantom equity interests, or similar equity based-rights with respect to the Company, and no authorization therefor of any member or manager of the Company has been given. Except as set forth on Schedule 3.2, there are no outstanding subscriptions, preemptive rights, warrants, calls or options

to acquire, or instruments or securities convertible into or exchangeable for, or agreements or understandings with respect to the sale or issuance of any equity securities of the Company. The Company has not granted any rights to have its equity securities registered for sale to the public pursuant to the Laws of any jurisdiction.

(b) Except as set forth on Schedule 3.2(b), each Acquired Company has good and marketable title to all of its tangible personal property, free and clear of all Liens other than Permitted Liens, including all assets included in the Most Recent Balance Sheet or sold in the ordinary course of business consistent with past practice since such date. Immediately following Closing, Buyer will have good title to all of the Purchased Units and the North Star Units, free and clear of all Liens other than restrictions under applicable securities laws or Liens created by or imposed by Buyer. Each Acquired Company has all assets, properties, rights and interests necessary for the continued operation after Closing of the Business in the ordinary course and in a similar manner to which it was operated prior to the Closing Date. Except as disclosed on Schedule 3.2(a), all tangible assets owned or used by each Acquired Company are in good operating condition and repair, reasonable wear and tear excepted. All equipment, materials or other fixed assets that are required to be certified as meeting the standards of any manufacturer or any other governmental or regulatory entities have been so certified. Schedule 3.2(b) sets forth a complete and accurate list of each asset with a book value in excess of [redacted] owned or leased by, in the possession of, or used by any Acquired Company in connection with the Business, specifying whether such asset is owned or leased (and (i) if owned, any Debt or Liens related thereto and (ii) if leased, the owner of such asset, the Contract relating to such equipment and the terms thereof). None of the Sellers (or an immediate family member of such Persons) nor their respective Affiliates has any ownership or other interest in, or uses, any of the assets used in the Business. There are no declared or authorized but unpaid dividends or distributions with regard to any Purchased Units or North Star Units. The Company and Affinity GA have always been, and since [redacted] North Star has been, in material compliance with all applicable federal and state securities Laws.

Section 3.3 Subsidiaries.

(a) Except for Affinity GA, the Company does not have an interest as a stockholder, partner, member or joint venturer nor does it hold any other equity ownership interest in any other Person. As of the Effective Date, except for North Star, Affinity GA does not have an interest as a stockholder, partner, member or joint venturer nor does it hold any other equity ownership interest in any other Person. As of the Closing, Affinity GA does not have an interest as a stockholder, partner, member or joint venturer nor does it hold any other equity ownership interest in any other Person. Affinity GA does not operate any business or conduct any activity and its sole purpose and function is to own the equity interests of North Star. North Star does not have an interest as a stockholder, partner, member or joint venturer nor does it hold any other equity ownership interest in any other Person.

(b) As of the Effective Date, the Acquired Subsidiaries are the sole direct or indirect Subsidiaries of the Company and no Acquired Company has acquired or agreed to acquire any equity security of any other Person. As of the Closing, Affinity GA is the sole direct or indirect Subsidiary of the Company and no Acquired Company has acquired or agreed to acquire any equity security of any other Person.

(c) The Company owns all of the issued and outstanding equity securities of Affinity GA, and except for the Company's ownership of such equity securities, there are no issued or outstanding equity securities or rights to acquire equity securities of Affinity GA, and there are no outstanding equity appreciation rights, phantom equity units, or similar equity based-rights with respect to Affinity GA, and no authorization therefor of any member or manager of Affinity GA has been given. As of the Effective Date, Affinity GA owns all of the North Star Units, and except for Affinity GA's ownership of such equity

securities, there are no issued or outstanding equity securities or rights to acquire equity securities of North Star, and there are no outstanding equity appreciation rights, phantom equity units, or similar equity based-rights with respect to North Star, and no authorization therefor of any member or manager of North Star has been given. As of the Closing, Rollover Seller owns all of the North Star Units, and except for Rollover Seller's ownership of such equity securities, there are no issued or outstanding equity securities or rights to acquire equity securities of North Star, and there are no outstanding equity appreciation rights, phantom equity units, or similar equity based-rights with respect to North Star, and no authorization therefor of any member or manager of North Star has been given. There are no outstanding subscriptions, preemptive rights, warrants, calls or options to acquire, or instruments or securities convertible into or exchangeable for, or agreements or understandings with respect to the sale or issuance of, any equity securities of the Acquired Subsidiaries.

(d) The Acquired Subsidiaries have not granted any rights to have its equity securities registered for sale to the public pursuant to the Laws of any jurisdiction.

Section 3.4 No Consent; Restrictions. Except as set forth on Schedule 3.4, the execution and delivery of this Agreement and the performance and compliance with its terms by the Company and Sellers will not (a) require consent of, notice to, filing with, or license or permit from any Person or conflict with, or result in the breach of, or trigger or accelerate any right or obligation (including prepayment penalties), or constitute a default or an event of default or an occurrence, circumstance, act or failure to act that, with the passage of time, the giving of notice, or both, would become a default, or (b) result in the creation of any Liens upon the Purchased Units, the North Star Units or any Acquired Company's assets, under or pursuant to (i) any Acquired Company's organizational documents, members agreement, regulations or resolutions of the members, managers or directors, (ii) any Contract, understanding, covenant, commitment or other agreement or instrument of any kind whether oral or written, or (iii) any Law or any Restriction.

Section 3.5 Financial Statements. The following are attached hereto as Schedule 3.5: (a) the Acquired Companies' unaudited balance sheet as of July 31, 2018 (respectively, the "Most Recent Balance Sheet," and the "Most Recent Balance Sheet Date"); and the related statement of income and cash flows for the six (6) month period then ended (collectively, the "Interim Financial Statements"); (b) the Acquired Companies' unaudited balance sheets as of December 31, 2017; and (c) the Acquired Companies' unaudited statements of income and cash flows for the year ended December 31, 2017 (together with the Interim Financial Statements, the "Financial Statements"). Except as set forth on Schedule 3.5, the Financial Statements (i) were prepared in accordance with the books and records of the Company, (ii) have been prepared in accordance with GAAP, consistently applied across the Financial Statements, and (iii) fairly present in all material respects (A) the financial position of the Acquired Companies as at the respective dates thereof and (B) the results of the operations of the Acquired Companies for the respective periods covered thereby. No expenses, liabilities or other items included in financial statements of any other Person are required by GAAP to be included in the Financial Statements of the Acquired Companies. Except as set forth on Schedule 3.5, since the Most Recent Balance Sheet Date, the Acquired Companies have conducted the Business in a manner consistent with past practice without material change of policy or procedure, including their practices in connection with the treatment of expenses, burdens and selling and purchasing policies. The records and books of account of the Acquired Companies are complete.

Section 3.6 No Changes since December 31, 2017. Except pursuant to the terms of this Agreement and as set forth on Schedule 3.6 (with reference to the applicable subsection), since December 31, 2017, no Acquired Company has (a) experienced a Material Adverse Change, (b) permitted any of its assets to be subjected to any Lien, (c) sold, transferred or otherwise disposed of any assets material to the operation of the Business, (d) declared or paid any dividend or made any distribution (other than a distribution in respect of tax obligations that actually becomes due and payable prior to Closing) on any of its equity interests, (e) redeemed, purchased or otherwise acquired any of its equity interests, (f) granted or

issued any option, warrant or other right to purchase, acquire or exchange any of its equity interests or any of its assets, (g) written off as uncollectible any notes or accounts receivable or written down the value of any inventory except in the ordinary course of business consistent with past practice, (h) granted any increase in the rate of wages, salaries, bonuses or other remuneration of any employee or other representative, except in the ordinary course of business consistent with past practice, (i) canceled or waived any claims or rights of substantial value, (j) made any change in any method of accounting or auditing practice or created or increased the amount of any reserves, (k) otherwise conducted its business or entered into any transaction except in the ordinary course of business consistent with past practice, (l) terminated the employment or other professional relationships, whether voluntary or involuntary, with any physicians or other medical or clinical professionals, (m) experienced any material change in the reimbursement rules, policies or guidelines, including from any managed care Payors or, indirectly as a result of a Contract with a managed care Payor or any governmental Payor, (n) experienced a material and adverse change in any Acquired Company's relationship with any managed care Payor or other third-party Payor with which any Acquired Company has a financial relationship, including having lost a Contract, (o) been notified of an alleged violation of HIPAA, (p) made or changed any material Tax election, filed any amended Tax Return, consented to any extension or waiver of the limitations period applicable to any Tax Claim or assessment, adopted or changed any accounting method in respect of Taxes, entered into any closing agreement or settled or consented to any claim or assessment in respect of Taxes, or taken any other action with respect to Taxes or Tax Returns outside of the Ordinary Course of Business, or (q) agreed, whether or not in writing, to do any of the foregoing.

Section 3.7 Business Names. To Sellers' Knowledge, the Acquired Companies have the right to use the names listed on Schedule 3.1 and all similar derivations thereof in the operating area of the Business, free and clear of all claims and competing uses.

Section 3.8 Real Property and Improvements. The Acquired Companies do not own any real property. All of the buildings, structures, improvements and appurtenances situated on real property used by the Acquired Companies are in good operating condition and in a state of good maintenance and repair, ordinary wear and tear excepted. All of such buildings, structures, improvements and appurtenances are adequate and suitable for the operation of the Business in the ordinary course. To Sellers' Knowledge, no condemnation, expropriation, zoning change or similar proceeding is pending or threatened that would preclude or impair the use or operation of any real property by the Acquired Companies; the real property is zoned by the appropriate governmental authorities to allow for the operation of the Business.

Section 3.9 Leases. Schedule 3.9 sets forth a complete and accurate list of all leases of real or personal properties to which any Acquired Company is a party, whether as lessee or lessor (the "Leases"). Except as set forth on Schedule 3.9, each Lease is in full force and effect; all rents and additional rents due to date on each Lease have been paid; and there does not exist any default and no party is in breach under any Lease. The Sellers have provided Buyer with true, accurate and complete copies of each Lease presently in effect, including all amendments, supplements and other modifications thereto.

Section 3.10 Contracts. Schedule 3.10 sets forth a complete and accurate list of each of the following Contracts (including all amendments, supplements and other modifications thereto) to which any Acquired Company is a party, by which it is bound, or which is used in the Business: (a) relating to the employment or engagement of any Person, including severance and bonus agreements; (b) relating to capital expenditures; (c) evidencing or relating to Debt; (d) for the provision of management, consulting or similar types of services, or with brokers, investment bankers, financial advisors or finders of any kind (including an obligation to pay any legal, accounting, brokerage, finder's, or similar fees and expenses in connection with this Agreement or the transactions contemplated hereby); (e) limiting the ability of any Acquired Company or any Affiliate or successor of any Acquired Company to engage in any line of business, operate in any geographical area or to compete with any Person; (f) that is not cancelable without

penalty within thirty (30) days; (g) with any customer of any Acquired Company; (h) creating a partnership, joint venture or similar arrangement between any Acquired Company and any Person; (i) with any federal, state, local or other governmental authority; (j) with any sales agent or representative, dealer, distributor or other consultant or independent contractor; (k) that is a Lease; (l) providing in whole or in part for the use of, or limiting the use of, any material Intellectual Property; (m) relating to the acquisition or disposition of any (i) business (whether by merger, consolidation, or other business combination, sale of securities, sale of assets or otherwise) or (ii) asset outside of the ordinary course of business; (n) providing for future payments that are conditioned, in whole or in part, on a change in control of any Acquired Company, other than employee benefit plans; (o) granting powers of attorney; (p) or series of related Contracts involving aggregate required scheduled payments in excess of [redacted] in any one calendar year; (q) for bonuses payable in connection with the consummation of the transactions contemplated by this Agreement; (r) regarding a settlement that imposes an obligation on any Acquired Company after the Closing Date; (s) with any Affiliate of any Acquired Company or any Seller (or an immediate family member of such Person); or (t) with any Payor. Each Contract required to be listed on Schedule 3.10 is in effect and enforceable and there exists no breach, violation or default under any such Contract. The Sellers have provided Buyer with true, accurate and complete copies of each of the Contracts (including all amendments thereto) required to be listed on Schedule 3.10 as presently in effect. All Contracts of the Acquired Companies have been entered into without any consideration having been paid or promised, that is in violation of any Law. Except as set forth on Schedule 3.10, no Contracting Party has canceled, terminated, or to Sellers' Knowledge, threatened to cancel or terminate, or otherwise materially alter (including but not limited to any reduction in the rate or amount of sales or purchases, increase or decrease in prices charged or paid, or change to the supply or credit terms, as the case may be) its relationship with any Acquired Company. Except as set forth on Schedule 3.10, there is no pending or, to Sellers' Knowledge, threatened recoupment against any Acquired Company by any Payor. Except as set forth on Schedule 3.10, no Acquired Company has received any correspondence from any Payor stating or indicating in any manner that such Payor intends to recoup, withhold or reduce payments to any Acquired Company or in any other material manner modify or amend its Contract with any Acquired Company, or that it is considering taking any such action and each Acquired Company's relationship with the Payors are good commercial working relationships. Except as set forth on Schedule 3.10, there is no reason to believe that payments or reimbursements to any Acquired Company under any Payor Contract could be reduced below the amounts paid to such Acquired Company as of the Closing Date. No Acquired Company has (1) engaged in "balance billing" (*i.e.*, billing patients in excess of amounts permitted to be billed under applicable Payor Contracts or applicable Law) or (2) billed two or more Payors for the same services provided to a patient, except to the extent permitted by the applicable Payor Contract and applicable Law. Except as set forth on Schedule 3.10, each Contract set forth on Schedule 3.10 names one of the names set forth on Schedule 3.1 as a party.

Section 3.11 Intellectual Property.

(a) Schedule 3.11(a) lists all Intellectual Property in the name of any Acquired Company or in which it has any rights, licenses, or authorizations, in each case that is material to the Acquired Companies and other than Software. Schedule 3.11(a) also lists all licenses and other rights granted by an Acquired Company to any third Person with respect to any of the Intellectual Property and licenses and other rights granted by any third Person to an Acquired Company other than with respect to Software. Except as set forth on Schedule 3.11(a), (i) the Acquired Companies own and possess all right, title and interest in and to, or have a valid license to use, and following completion of the transactions contemplated herein, will own or have a valid license to use, all of the Intellectual Property used in the operation of the Business as presently conducted and no material Intellectual Property of the Acquired Companies has been abandoned; (ii) no proceeding by any third Person contesting the validity, enforceability, use or ownership of any such Intellectual Property has been made, is currently outstanding or is, to Sellers' Knowledge, threatened, and, to Sellers' Knowledge, there is no reasonable basis for any such proceeding; (iii) neither the Acquired Companies nor any registered agent of the Acquired Companies,

has received any written notices of, or has any Knowledge of, any reasonable basis for an allegation of any infringement or misappropriation by, or conflict with, any third Person with respect to such Intellectual Property; (iv) neither the Acquired Companies nor any registered agent of the Acquired Companies, has received written notice of any proceeding of infringement, or misappropriation, of or other conflict with any intellectual property rights of any third Person; (v) to the Sellers' Knowledge, the Acquired Companies have not infringed, misappropriated or otherwise violated any intellectual property rights of any third Person; and (vi) the Sellers have no Knowledge of any infringement, misappropriation or conflict which will occur as a result of the continued operation of the Business as presently conducted by the Acquired Companies.

(b) Schedule 3.11(b) lists all Software (other than off-the-shelf commercial software programs which individually cost under [redacted] or [redacted] in the aggregate), currently used by the Acquired Companies or stored on any computer of the Acquired Companies. The Acquired Companies own and possess all right, title and interest in and to, or have a valid license to use, and following completion of the transactions contemplated herein, will own or have a valid license to use, all of the Software, and the Acquired Companies have all licenses necessary to use the Software pursuant to the terms of the underlying Software Contract. No proceeding by any third Person against any Acquired Company contesting the validity, enforceability, use or ownership of any such Software has been made, is currently outstanding or is, to Sellers' Knowledge, threatened, and to Sellers' Knowledge there is no reasonable basis for any such proceeding. Neither the Acquired Companies nor any registered agent of the Acquired Companies, has received any written notices of any infringement or misappropriation by, or conflict with, any third Person with respect to the Software. The Acquired Companies' use of the Software has not infringed, misappropriated or otherwise violated any intellectual property rights of any third Person and the Sellers have no Knowledge of any infringement, misappropriation or conflict which will occur as a result of the continued use of the Software as presently used by the Acquired Companies.

Section 3.12 No Litigation. Except as set forth on Schedule 3.12, there is no (and since each Acquired Company's inception there has not been any) claim, suit, action, governmental investigation, litigation, arbitration or legal or administrative proceeding of any kind pending, resolved or, to Sellers' Knowledge, threatened against any Acquired Company or otherwise affecting the Business, nor to Sellers' Knowledge is there any ground for any such claim, suit, action, governmental investigation, litigation, arbitration or legal or administrative proceeding. None of the Acquired Companies, the Purchased Units, the North Star Units or any Acquired Company's assets is subject to any outstanding order, writ or decree of any court or other governmental authority. Except as set forth on Schedule 3.12, no Acquired Company has commenced any claim, suit, action, or other proceeding of any kind against a third party, nor is there any ground for any such claim, suit, action or proceeding.

Section 3.13 Tax Matters. Except as set forth on Schedule 3.13:

(a) All Taxes which are due or payable by any Acquired Company (whether or not shown on a Tax Return) and all interest and penalties thereon, whether disputed or not, have been timely paid in full. All Tax Returns required to be filed by any Acquired Company have been accurately prepared in accordance with applicable Laws and duly and timely filed. No Acquired Company is the beneficiary of any extension of time within which to file any Tax Return. No Acquired Company has been delinquent in the payment of any Tax, none has any Tax deficiency or claim outstanding or assessed against it, and, to Sellers' Knowledge, there is no basis for any such deficiency or claim, with respect to the Purchased Units, the North Star Units or any asset of an Acquired Company.

(b) No claim has ever been made in writing and addressed to any Acquired Company by a Governmental Entity in a jurisdiction where any Acquired Company does not file Tax Returns that it

is or may be subject to taxation by that jurisdiction. None of the Acquired Companies has a nexus or a Tax presence in any jurisdiction in which it is not currently filing Tax Returns.

(c) There are no Liens (except for Permitted Liens) on any asset of an Acquired Company that arose in connection with any failure (or alleged failure) to pay any Tax.

(d) Each Acquired Company has properly collected and remitted all applicable sales, value added, and similar Taxes with respect to sales made to its customers and complied with all applicable registration and reporting requirements with respect thereto. With respect to any sales that were exempt from sales, value added and similar Taxes and that were made without charging or remitting sales, value added, or similar Taxes, each Acquired Company has, to the extent required by applicable Laws, received and retained any appropriate Tax exemption certificates and other documentation qualifying such sales as exempt. Each Acquired Company has, to the extent required by applicable Laws, properly self-assessed and remitted all applicable use and similar Taxes with respect to acquisitions made by any Acquired Company, and complied with all applicable registration and reporting requirements with respect thereto.

(e) No Acquired Company is, directly or indirectly, the beneficiary of any federal, state, local or foreign Tax holiday or other similar Tax benefit. No private letter rulings, technical advice memoranda or similar agreement or rulings have been requested, entered into or issued by any taxing authority with respect to any Acquired Company.

(f) As of 12:01 a.m. Eastern Time on the Closing Date, no Seller has any claim for any distribution from any Acquired Company as a result of the pass-through of taxable income of any Acquired Company to such Seller under the Code or otherwise.

(g) As of 12:01 a.m. Eastern Time on the Closing Date, there are no material unpaid Tax liabilities of the Acquired Companies that are not taken into account in the Closing Debt.

(h) There is no power of attorney given by or binding upon any Acquired Company with respect to Taxes for any period for which the statute of limitations (including any waivers or extensions) has not yet expired that is currently in effect.

(i) At all times since their formation, the Company has been treated as a partnership under Treasury Regulations Section 301.7701-3(b)(1)(i) and Affinity GA has been treated as a disregarded entity under Treasury Regulations Section 301.7701-3(b)(1)(ii), and any comparable provisions of state or local Tax law, and no elections have been made (or are pending) to change such treatment. At all times since its formation until October 19, 2017, North Star had been validly treated as a S corporation under Section 1361(a)(1) of the Code and any comparable provision of state or local Tax law, at all times since October 19, 2017 North Star has been treated as a C corporation under the Code and any comparable applicable provisions of state or local Tax law, and no election has been made (or is pending) to change such treatment.

(j) There are no Tax-sharing agreements or similar arrangements (including indemnity arrangements) with respect to or involving any Acquired Company, and, after the Closing Date, no Acquired Company shall be bound by any such Tax-sharing agreements or similar arrangements entered into prior to the Closing. Each Acquired Company has collected or withheld all Taxes required to be collected or withheld by it, and all such Taxes have been paid to the appropriate Governmental Entity to the extent due and payable.

(k) No Acquired Company will be required to include any item of income in, or exclude any item of deduction from, taxable income for any taxable period (or portion thereof) ending after

the Closing Date as a result of any: (i) change in method of accounting for a taxable period ending on or prior to the Closing Date; (ii) use of an improper method of accounting for a taxable period ending on or prior to the Closing Date; (iii) "closing agreement" as described in Section 7121 of the Code (or any corresponding or similar provision of state, local, or non-U.S. income Tax law) executed on or prior to the Closing Date; (iv) intercompany transactions or any excess loss account described in Treasury Regulations under Section 1502 of the Code (or any corresponding or similar provision of state, local, or non-U.S. income Tax law); (v) installment sale or open transaction disposition made on or prior to the Closing Date; (vi) prepaid amount or deferred revenue received on or prior to the Closing Date; or (vii) election under Section 108(i) of the Code.

(l) No Acquired Company has ever been treated as owning for U.S. Tax purposes an interest in an entity treated as a controlled foreign corporation under Section 957 of the Code or a passive foreign investment company within the meaning of Section 1297 of the Code.

(m) All related party transactions involving any Acquired Company (including any branch thereof) comply in all material respects with the principles set forth in Section 482 of the Code and the Treasury Regulations promulgated thereunder (and any corresponding provisions of state, local or non-U.S. Tax law) and any other applicable law on transfer pricing.

(n) Within the past 3 years, no Acquired Company has distributed stock of another Person, or has had its stock distributed by another Person, in a transaction that was purported or intended to be governed in whole or in part by Sections 355 or 361 of the Code.

(o) No Acquired Company has entered into any transaction identified as a "reportable transaction" as defined in Section 6707A(c) of the Code and Treasury Regulation Section 1.6011-4(b)(2).

(p) All material deficiencies for Taxes asserted or assessed in writing against any Acquired Company have been fully and timely paid, settled or properly reflected in the Financial Statements. No audit or proceeding is pending or, to Sellers' Knowledge, threatened with respect to any Taxes due from or with respect to any Acquired Company.

(q) Schedule 3.13(q) lists all federal, state, local, and non-U.S. Tax Returns filed with respect to each Acquired Company for taxable periods ending after December 31, 2014, indicates those Tax Returns that have been audited, and indicates those Tax Returns that currently are the subject of audit. Sellers have delivered to Buyer correct and complete copies of all federal income Tax Returns for taxable periods ending after December 31, 2014, examination reports and statements of deficiencies assessed against, or agreed to by any Acquired Company. There are no outstanding agreements extending or waiving the statutory period of limitations applicable to any claim for, or the period for the collection or assessment or reassessment of, Taxes due from any Acquired Company for any taxable period and no request for any such waiver or extension is currently pending.

(r) No Acquired Company (i) has been a member of an affiliated group filing a consolidated federal Tax Return or filed or been included in a combined, consolidated, unitary or other similar Tax Return or (ii) has any liability for the Taxes of any Person under Treasury Regulation Section 1.1502-6 (or any similar provision of state, local, or non-U.S. law), as a transferee or successor, by contract, or otherwise. No Seller is a "foreign person" for purposes of Section 1445 of the Code.

(s) No Acquired Company has potential liability for any Tax under Section 1374 of the Code in connection with the deemed sale of such company's assets.

(t) Notwithstanding anything herein to the contrary, the representations and warranties set forth in Section 3.5, Section 3.6, this Section 3.13, Section 3.14, Section 3.16 and Section 3.17 are the only representations and warranties made by the Company or Sellers with respect to Tax matters.

Section 3.14 Compliance with Law.

(a) Except as set forth on Schedule 3.14, each Acquired Company and, to the Knowledge of Sellers, each of its employed and contracted clinical, professional and service personnel in its capacity as such, and each Acquired Company's facilities and assets, whether owned, leased or operated, are and have for the previous six (6) years complied in all material respects with all Laws and have not been charged with, received any written notice of, or been under investigation or audit with respect to, any alleged default under, violation of or nonconformity with any Laws or any of any Acquired Company's Leases, Contracts, or policies, or any restriction, condition, covenant, or commitment ("Restriction") relating to or concerning any Acquired Company, the Business, the Purchased Units, the North Star Units or any Acquired Company's facilities and assets. No Acquired Company has conducted or initiated any internal investigation or made a voluntary, directed or involuntary disclosure to any governmental authority, agency or instrumentality with respect to any alleged act or omission arising under or relating to any noncompliance with corrupt practices, anti-bribery, anti-kickback and other similar Laws. To the Knowledge of Sellers, no officer, agent or employee, or other Person acting on behalf of any Acquired Company has made or promised to make, directly or indirectly, any improper payment or unlawful transfer of anything of value to any government official, governmental entity, any company owned or controlled by a governmental entity, any public international organization, political party or organization or official or candidate thereof, or any other Person, or offered, promised, accepted, or received any unlawful payments, contributions, expenditures or gifts, or anything else of value, including bribes, gratuities, kickbacks, lobbying expenditures, political contributions, or contingent fee payment.

(b) Except as set forth on Schedule 3.14, (i) each Acquired Company, and to the Knowledge of Sellers, its employed and contracted clinical, professional and service personnel, has been for the prior six (6) years and is in material compliance with all Healthcare Laws applicable to such Acquired Company or such personnel, (ii) to the Knowledge of Sellers, no event has occurred, nor does any circumstance exist that could reasonably be expected to give rise to an obligation on the part of an Acquired Company to undertake, or to bear all or any portion of the costs of, any remedial action, plan of correction or similar undertaking, and (iii) no Acquired Company has received any notice from any governmental authority regarding (A) any violation of or failure to comply with any Healthcare Law, or (B) any obligation on the part of an Acquired Company to undertake, or to bear all or any portion of the cost of, any remedial action, plan of correction or similar undertaking.

(c) Except as set forth on Schedule 3.14, no Acquired Company or any Seller, and to Sellers' Knowledge, none of any Acquired Company's Affiliates, officers or personnel, or the physicians or other health care practitioners providing services on behalf of such Acquired Company, is in violation of or, to Sellers' Knowledge, being investigated for a violation of any Healthcare Laws by which such Person is bound or to which any business activity or professional services performed by such Person is subject.

(d) Each Acquired Company possesses all material permits, licenses or other authorizations required by the applicable Healthcare Laws to conduct its business as currently conducted. To the Knowledge of Sellers, no event has occurred, nor does any circumstance exist that could reasonably be expected to result in the revocation, withdrawal, suspension, cancellation or termination of, or any material modification or restriction to, any such permit, license or other authorization. No Acquired Company has received any notice from any governmental authority regarding any withdrawal, suspension,

cancellation, termination of, or material modification to any permit, license or other authorization held by an Acquired Company.

(e) Except as set forth on Schedule 3.14, no Acquired Company has received notice of any proceedings, investigations, administrative actions, penalties, sanctions, fines or other compliance or enforcement actions related to Healthcare Laws from any governmental authority.

(f) No current employee or current contractor in connection with the operation of the Business (i) is currently excluded, debarred, or otherwise ineligible to participate in the Federal health care programs as defined in 42 U.S.C. Section 1320a-7b(f) (the "Federal Health Care Programs") or any other Government Program; (ii) to the Knowledge of Sellers is or ever has been, convicted of a criminal offense related to the provision of health care items or services, including Healthcare Laws; (iii) to the Knowledge of Sellers is under investigation or otherwise aware of any circumstances that may result in the employee or contractor being excluded, debarred, or otherwise made ineligible to participate in the Federal Health Care Programs or other Government Programs; or (iv) to the Knowledge of Sellers has ever been convicted of a felony violation of any Laws.

(g) Each Acquired Company is qualified for participation in the Medicaid program and the Medicare program and possess all licenses, permits and authorizations necessary to (i) operate the Business in compliance with the requirements of the Government Programs in which it participates and (ii) have and maintain the Contracts with the Payors with which any Acquired Company has a Contract. The Sellers and the Acquired Companies have made available to Buyer all documentation material to an Acquired Company's qualification for participation in the Government Programs in which any such Acquired Company participates, including any accreditation agency reports.

(h) Except as set forth on Schedule 3.14, each Acquired Company has timely filed all material reports, statements, documents, contracts, claims, registrations, filings, submissions, notices and responses to audit or examination findings, and notices required to be filed with, maintained for or furnished to any applicable Government Program under applicable Laws (including Healthcare Laws), or any Payor (collectively, the "Regulatory Filings"). Each of such Regulatory Filings was materially complete, correct and in material compliance with applicable Law (including all Healthcare Laws) and no material deficiencies or liabilities have been asserted by any governmental authority, agency or instrumentality thereof or any party acting on its or their behalf or any Payor with respect thereto. The Sellers and each Acquired Company have made available to Buyer complete and correct copies of all such Regulatory Filings. The Sellers and the Acquired Companies have also made available to Buyer complete and correct copies of all audits by any governmental authority and all other material examinations performed with respect to the Acquired Companies. Except as set forth on Schedule 3.14, no fine or penalty has been imposed on any of the Acquired Companies by any governmental authority and no audits or examinations relating to the Acquired Companies are currently pending or threatened.

(i) Each physician, health care professional and services provider who is employed or contracted by any Acquired Company in connection with the operation of the Business has been duly licensed and registered, and is in good standing with the applicable Government Programs and the States of Alabama and/or Georgia, as applicable, to engage in the practice of medicine or otherwise render medical or clinical services, as applicable, and said license and registration have not been suspended, terminated, revoked or restricted in any manner.

Section 3.15 Licenses and Permits. Each Acquired Company has obtained and maintains, and is in material compliance with all terms and conditions of, all licenses, permits and other authorizations required to be obtained or maintained to operate the Business and to own and operate its facilities and assets, including those licenses, permits and other authorizations required by the Government Programs in which

any Acquired Company participates or under a Payor Contract by which any Acquired Company is bound. All of the Acquired Companies' employees, and to Sellers' Knowledge, all of its independent contractors, and anyone else providing services to or on behalf of any Acquired Company, has obtained and maintains in good standing, and is in compliance with all terms and conditions of, all licenses, permits and other authorizations required to be obtained or maintained to perform his or her duties for any Acquired Company. All material applications, notices or other forms required to have been filed for the renewal or extensions of any such licenses, permits and other authorizations have been duly filed on a timely basis with the appropriate governmental authority, and neither the Sellers nor any Acquired Company has been notified that such renewals or extensions will be withheld, restricted or delayed in any material respect. No Acquired Company is in violation of, in material nonconformity with or in default under any license, permit or other authorization, there is no proceeding pending or threatened to revoke, suspend, limit or terminate any license or permit, and, to Sellers' Knowledge, there is no basis for any revocation, suspension, limitation or termination. None of the Acquired Companies' employees and, to Sellers' Knowledge, independent contractors, or anyone else providing services to any Acquired Company, is in violation of, in material nonconformity with or in default under any license, permit or other authorization required to be obtained or maintained to perform his or her duties for any Acquired Company, there is no proceeding pending or, to Sellers' Knowledge, threatened that could result in the revocation, suspension, limitation or termination of any such license or permit, and, to Sellers' Knowledge, there is no basis for any revocation, suspension, limitation or termination. The Sellers and the Acquired Companies have provided Buyer with true, accurate and complete copies of all of the licenses, permits and other authorizations required to operate the Business, including any such license, permit or other authorization required by the Government Programs in which any Acquired Company participates or under a Payor Contract by which any Acquired Company is bound.

Section 3.16 Employees.

(a) Census. All present employees of each Acquired Company are listed on Schedule 3.16(a). All persons who are required to be classified as employees of any Acquired Company under any Law or order are so classified in the payroll records and other records and books of account of the Acquired Companies.

(b) Labor Matters. There are no labor troubles (including any work slowdown, lockout, stoppage, picketing or strike) pending or, to Sellers' Knowledge, threatened between any Acquired Company, on the one hand, and its employees, on the other hand. No employee of any Acquired Company is represented by a labor union; no Acquired Company is a party to, or otherwise subject to, any collective bargaining agreement or other labor union contract; there have been no strikes, slowdowns, work stoppages, disputes, lockouts, or threats thereof, by or with respect to any employees of any Acquired Company; no petition has been filed or proceedings instituted by an employee or group of employees of any Acquired Company with any labor relations board seeking recognition of a bargaining representative; there is no organizational effort currently being made or, to Sellers' Knowledge, threatened by, or on behalf of, any labor union to organize employees of any Acquired Company; and no demand for recognition of employees of any Acquired Company has been made by, or on behalf of, any labor union. No Acquired Company is a party to, or otherwise bound by, any consent decree with, or citation or other order by, any governmental authority relating to employees or employment practices. Except as set forth on Schedule 3.16(b), each Acquired Company is in material compliance with applicable Laws, Contracts, and policies relating to employment, employment practices, labor relations, equal employment opportunities, fair employment practices, employment discrimination, harassment, retaliation, reasonable accommodation, disability or medical rights or benefits, immigration, wages, hours, classification of employees and independent contractors, overtime compensation, child labor, hiring, promotion and termination of employees, working conditions, meal and break periods, privacy, health and safety, workers' compensation, leaves of absences, unemployment insurance, and terms and conditions of employment, including the obligations of the Fair

Labor Standards Act and the Worker Adjustment and Retraining Notification Act of 1988, and all other notification and bargaining obligations arising by Law or otherwise. Except as set forth on Schedule 3.16(b), all individuals characterized and treated by any Acquired Company as consultants or independent contractors of or to any Acquired Company are and have during the past three (3) years been properly classified and treated as independent contractors under all applicable Laws. Except as set forth on Schedule 3.16(b), all employees of any Acquired Company classified as exempt under the Fair Labor Standards Act and state and local wage and hour laws are and have during the past three (3) years been properly classified. No officer's or other key employee's employment with any Acquired Company has been terminated for any reason nor has any such employee notified any Acquired Company of his or her intention to resign or retire. All employees of each Acquired Company are authorized to work in the United States. A Form I-9 has been properly completed and retained with respect to each employee or former employee as required by applicable Law.

(c) No Acquired Company is delinquent in payments to any of its employees or consultants for any wages, salaries, overtime pay, commissions, bonuses, benefits, accrued and unused vacation, or other compensation, if any, for any services or otherwise arising under any policy, practice, Contract, Plan, program or Law. To the Knowledge of Sellers, none of any Acquired Company's employment policies or practices is currently being audited or investigated by any governmental authority. Except as set forth on Schedule 3.16(c), there is no pending or, to Sellers' Knowledge, threatened action, proceeding, grievance, lawsuit, unfair labor practice charge, or other charge or inquiry against any Acquired Company brought by or on behalf of any employee, prospective employee, former employee, retiree, labor organization or other representative of any Acquired Company's employees, or other individual or any governmental authority with respect to employment practices.

(d) Each Acquired Company employee and contractor has received acceptable background screening results as is required by applicable Laws.

(e) Notwithstanding anything herein to the contrary, the representations and warranties set forth in this Section 3.13, Section 3.14, Section 3.16 and Section 3.17 are the only representations and warranties made by the Company or Sellers with respect to employee and labor matters.

Section 3.17 Employee Benefit Plans.

(a) Schedule 3.17(a) contains a true and complete list of each "employee benefit plan" (within the meaning of Section 3(3) of ERISA), including Multiemployer Plans, and all equity compensation, stock purchase, stock option, phantom stock, deferred compensation, bonus, incentive, employee loan, severance, employment, change-in-control, fringe benefit, medical, dental, vision, disability, life insurance, and all other employee benefit plans, agreements, programs, policies or other arrangements, whether or not subject to ERISA, whether formal or informal, oral or written, legally binding or not, under which (i) any Company Employee has any present or future right to benefits and which are contributed to, sponsored by or maintained by any Acquired Company or the Sellers (for the benefit of any Acquired Company's employees) or (ii) any Acquired Company currently has or may have any actual or contingent present or future liability or obligation. All such plans, agreements, programs, policies and arrangements shall be collectively referred to as the "Plans".

(b) With respect to each Plan, the Sellers have provided to Buyer a current, accurate and complete copy (or, to the extent no such copy exists, an accurate description) thereof and, to the extent applicable: (i) any Contracts relating to any Plan, including all trust agreements, insurance or annuity contracts, investment management agreements, and record keeping agreements; (ii) the most recent determination, advisory, or opinion letter, if applicable; (iii) any summary plan description and other written communications (or a description of any oral communications) by any Acquired Company to the Company

Employees concerning the extent of the benefits provided under a Plan; and (iv) for the three (3) most recent years, to the extent applicable, (A) the Form 5500 and attached schedules, (B) audited financial statements, (C) actuarial valuation reports, and (D) any non-discrimination testing results.

(c) (i) Each Plan has been established and administered in all material respects in accordance with its terms, and in material compliance with the applicable provisions of ERISA, the Code and other applicable Laws; (ii) each Plan which is intended to be qualified within the meaning of Section 401(a) of the Code is so qualified and has received a favorable determination letter, or is the subject of a favorable advisory or opinion letter as to its qualification, issued by the IRS upon which each Acquired Company is entitled to rely and no such determination or opinion letter has been revoked; and nothing has occurred, whether by action or failure to act, that could reasonably be expected to cause the loss of such qualification; (iii) all material reports, returns and similar documents required to be filed with any governmental agency or distributed to any plan participant with respect to any Plan have been duly and timely filed or distributed; (iv) no event has occurred and no condition exists that would subject any Acquired Company, either directly or by reason of its affiliation with any member of its "Controlled Group" (defined as any organization which is a member of a controlled group of organizations within the meaning of Sections 414(b), (c), (m) or (o) of the Code), to any material Tax, fine, encumbrance, penalty or other Liability imposed by ERISA, the Code or other applicable Laws; (v) for each Plan with respect to which a Form 5500 has been filed, no material change has occurred with respect to the matters covered by the most recent Form 5500 since the date thereof; (vi) there is no present intention that any Plan be amended, suspended or terminated, or otherwise modified to materially change benefits (or the levels thereof) under any Plan at any time within the twelve (12) months immediately following the Closing Date; (vii) no Acquired Company has incurred any current or projected liability in respect of post-employment or post-retirement health, medical or life insurance benefits for current, former or retired employees of any Acquired Company, except as required to avoid an excise tax under Section 4980B of the Code or otherwise except as may be required pursuant to any other applicable Law; (viii) each Acquired Company has complied in all material respects with the notice and continuation coverage requirements, and all other requirements, of Section 4980B of the Code and Parts 6 and 7 of Title I of ERISA, and the regulations thereunder, and any other applicable Law with respect to each Plan that is a group health plan within the meaning of Section 5000(b)(1) of the Code; (ix) no Plan that is a group health plan is a self-insured plan; and (x) no Plan is maintained outside the United States.

(d) No Plan is an "employee pension benefit plan" (within the meaning of Section 3(2) of ERISA) subject to Section 412 of the Code or Title IV of ERISA, or is a Multiemployer Plan, and no Acquired Company has any obligation to contribute, nor has it incurred any Liability, or will it incur any Liability, under any such Plan.

(e) With respect to each Plan, (i) no actions, suits or claims (other than routine claims for benefits in the ordinary course) are pending or, to Sellers' Knowledge, threatened; (ii) to Sellers' Knowledge, no facts or circumstances exist that could give rise to any such actions, suits or claims; (iii) no administrative investigation, audit or other administrative proceeding by the Department of Labor, the PBGC, the IRS or other governmental agencies are pending, in progress or, to Sellers' Knowledge, threatened (including any routine requests for information from the PBGC); (iv) no nonexempt "prohibited transaction" has occurred within the meaning of the applicable provisions of ERISA or the Code; and (v) no reportable event (within the meaning of Section 4043 of ERISA) has occurred, other than one for which the thirty (30) day notice requirement has been waived.

(f) No Plan exists that, as a result of the execution of this Agreement, could (i) result in severance pay, termination indemnity or any similar payment or any increase in severance pay, termination indemnity or any similar payment, (ii) accelerate the time of payment or vesting or result in any payment or funding (through a grantor trust or otherwise) of compensation or benefits under, increase

the amount payable or result in any other material obligation pursuant to, any of the Plans, (iii) limit or restrict the right of any Acquired Company to merge, amend or terminate any Plan, (iv) cause any Acquired Company to record additional compensation expense on its income statement with respect to any outstanding stock option or other equity-based award, or (v) result in payments under any Plan which would not be deductible under Section 280G of the Code.

(g) There has been no amendment to, written interpretation of or announcement (whether or not written) by any Acquired Company relating to, or any change in coverage under, any Plan that would increase the expense of maintaining such Plan above the level of expense incurred in respect thereof for the most recent fiscal year ended prior to the Closing Date.

(h) No compensation under any Plan or any other payment or arrangement subject to Section 409A of the Code is or has been required to be includible in the gross income of any participant or beneficiary by reason of Section 409A(a)(1)(A) or 409A(b) of the Code or is or has been subject to any additional Tax under Section 409A(a)(1)(B) or Section 409A(b)(5) of the Code and no Person has a right to any gross up or indemnification from any Acquired Company with respect to any Plan, payment or arrangement.

(i) All contributions, reimbursements, premiums and other payments (including all employer contributions and employee salary reduction contributions) required to have been made under or with respect to each Plan have been made on a timely basis in accordance with applicable Law and the terms of such Plan.

(j) No Plan provides benefits to any individual who is not a current or former employee of any Acquired Company, or the dependents or other beneficiaries of any such current or former employee.

(k) Notwithstanding anything herein to the contrary, the representations and warranties set forth in Section 3.13, Section 3.14 and Section 3.17 are the only representations and warranties made by the Company or Sellers with respect to Plans and employee benefit matters.

Section 3.18 Environmental. Each Acquired Company (a) is, and at all times has been, in material compliance with all Environmental Laws, including with respect to the conduct of the Business at jobsites and other locations, (b) is not liable under any Environmental Laws for remediation or other costs, including with respect to the conduct of the Business, and (c) has all of the governmental authorizations required by the Environmental Laws for the conduct of the Business. The Acquired Companies have disposed of medical waste in material compliance with all Laws and Contracts. No Acquired Company has taken any action and, to Sellers' Knowledge, no other Person has taken any action, that has or would reasonably be expected to result in any Acquired Company becoming subject to any claims for violation of Environmental Laws. No claims for violation of Environmental Laws are pending, or to Sellers' Knowledge, threatened against any Acquired Company. No Acquired Company has entered into any Contract, including any indemnity, pursuant to which any Acquired Company has expressly assumed the responsibility of a third party for the investigation or remediation of any condition arising from or relating to a release or threatened release of Hazardous Materials that would reasonably be expected to give rise to a liability of any Acquired Company under any Environmental Law. Notwithstanding anything herein to the contrary, the representations and warranties set forth in Section 3.14 and Section 3.18 are the only representations and warranties made by the Company or Sellers with respect to Environmental Laws and environmental matters.

Section 3.19 Service Liability. To the Sellers' Knowledge, there is no claim, or the basis of any claim, against any Acquired Company for injury to person or property of employees or any third parties suffered as a result of the performance of any service by any Acquired Company.

Section 3.20 Related Party Transactions. Except as set forth on Schedule 3.20 and except for passive ownership of securities of 1% or less of any class of securities of a public company, none of the Sellers (or an immediate family member of such Persons) or any of their respective Affiliates, directly or indirectly, through any financial interest in, or as a result of being a director, manager, officer or employee of, any Person, has a direct or indirect interest in any Person that (a) is or was a Payor, supplier, customer, client, subcontractor, lessor or lessee of any Acquired Company or was otherwise party to any transaction with any Acquired Company, (b) owns any property or right, tangible or intangible, which is used in the Business, (c) has any claim or cause of action against any Acquired Company, (d) owes any money to, or is owed any money by, any Acquired Company (other than any compensation for employment which is earned but not yet paid in the ordinary course of business), or (e) is a party to any Contract with any Acquired Company. Except as set forth on Schedule 3.20, all of the Leases and the Acquired Companies' Contracts were entered into with independent third parties who are not Affiliates of any Acquired Company, the Sellers (or an immediate family member of any such Persons) or any of their respective Affiliates and have been negotiated in good faith at arms'-length. Except as set forth on Schedule 3.20, none of the Sellers (or an immediate family member of such Persons) or any of their respective Affiliates has provided or currently provides credit enhancements, guarantees, assets or rights to use assets as collateral or any other assistance to facilitate or support transactions or the Business. Schedule 3.20 lists each Person from whom any Acquired Company or its representatives receives or sends patient or other referrals and whom (or an immediate family member of such Person) has a direct or indirect financial relationship with an Acquired Company, and the nature of such financial relationship.

Section 3.21 Value. The transaction contemplated by this Agreement is being undertaken in good faith and as a result of arm's length negotiations and is not being made with the actual intent to hinder, delay or defraud any entity to which the Sellers or any Acquired Company is indebted or any entity to which the Sellers or any Acquired Company may become indebted. The Sellers have valid business reasons to undertake the transactions and have concluded that the Purchase Price payable pursuant to this Agreement represents reasonably equivalent value for the Purchased Units and the North Star Units.

Section 3.22 Debt. Except for the Closing Debt and the Debt set forth on Schedule 3.22, as of the Closing, the Acquired Companies will have no Debt, and except as set forth on Schedule 3.22, the payment made pursuant to Section 1.3 is the total amount necessary to repay in full the Closing Debt of the Acquired Companies and the Sellers, release all Liens on the Purchased Units, the North Star Units and each Acquired Company's assets (other than Permitted Liens).

Section 3.23 Bank Accounts; Powers of Attorney. Schedule 3.23 is a complete and accurate list of (a) the name and address of each bank in which any Acquired Company has an account or safe deposit box, the account or box number and the names of all Persons authorized to draw on the account or to have access to the box, and (b) the names of all Persons, if any, holding powers of attorney from any Acquired Company.

Section 3.24 Insurance. Schedule 3.24 lists each insurance policy (including fire, theft, casualty, comprehensive general liability, workers compensation, business interruption, environmental, product liability, medical malpractice and automobile insurance policies) to which any Acquired Company is a party, a named insured or otherwise the beneficiary of coverage, all of which are in full force and effect. All premiums due and payable under all insurance policies of the Acquired Companies have been paid and no Acquired Company is liable for any retroactive premium or similar adjustment. There is no claim pending under any such policy as to which coverage has been denied or disputed by the underwriter of such

policy. Schedule 3.24 identifies all claims asserted by any Acquired Company pursuant to any insurance policy and describes the nature and status of each such claim. Each Acquired Company has maintained insurance policies that are sufficient in amounts and coverage for compliance with all requirements of Law and all Contracts to which such Acquired Company is a party.

Section 3.25 Payors and Vendors.

(a) Schedule 3.25(a) sets forth a complete and accurate list of the ten (10) largest Payors of the Acquired Companies (measured by aggregate billings) for the fiscal year ended December 31, 2017 and for the six (6) months ended on the Most Recent Balance Sheet Date. No such Payor required to be listed on Schedule 3.25(a) has canceled, terminated or otherwise altered its relationship with the Acquired Companies or notified in writing or to Sellers' Knowledge orally the Acquired Companies of any intention to do any of the foregoing or to Sellers' Knowledge otherwise threatened to cancel, terminate or alter its relationship with the Acquired Companies.

(b) Schedule 3.25(b) sets forth a complete and accurate list of the ten (10) largest vendors to the Acquired Companies (based on the aggregate value of materials, supplies, merchandise and other goods and services provided to the Acquired Companies from such vendors during such period) for the fiscal year ended December 31, 2017 and for the six (6) months ended on the Most Recent Balance Sheet Date, including (i) the names and addresses of each such vendor and (ii) the aggregate amount for which each such vendor invoiced any Acquired Company during such period. Except general and customary price increases, no Acquired Company has received any notice from a vendor required to be listed on Schedule 3.25(b) that there has been (x) any material change in the price of such materials, supplies, merchandise or other goods or services, or that (y) any such vendor will not sell or provide materials, supplies, merchandise and other goods to any Acquired Company at any time after the Closing Date on terms and conditions substantially similar to those used in its current sales to any Acquired Company.

Section 3.26 Accounts Receivable. Except as set forth on Schedule 3.26, all accounts receivable, unbilled invoices, costs in excess of billings, work in process, retainage and other amounts ("Receivables") reflected on the Estimated Closing Balance Sheet have arisen in the ordinary course of business and represent enforceable obligations to an Acquired Company arising from services actually performed by an Acquired Company in the ordinary course of business. Schedule 3.26 contains a complete and correct list of all Receivables as of August 31, 2018, which list sets forth the aging of each Receivable. Except as set forth on Schedule 3.26, as of August 31, 2018. (i) no account debtor or note debtor is delinquent for payments in excess of [redacted] or for more than ninety (90) days; (ii) no account debtor or note debtor has refused or, to Sellers' Knowledge, threatened to refuse to pay its obligations to any Acquired Company for any reason, or has otherwise made a claim to set-off or similar claim; and (iii) to Sellers' Knowledge, no account debtor or note debtor is insolvent or bankrupt. Schedule 3.26 sets forth the standard billing practices of the Acquired Companies with respect to services provided by the Acquired Companies including, the billing periods, the types of Contracts and the historical collections of Receivables.

Section 3.27 Capital Expenditures and Investments. The Acquired Companies' outstanding Contracts and budget for capital expenditures and investments are set forth on Schedule 3.27, which includes a schedule of all monies disbursed on account of capital expenditures and investments made by the Acquired Companies since the Most Recent Balance Sheet Date.

ARTICLE IV
EACH SELLER'S REPRESENTATIONS AND WARRANTIES

To induce Buyer to enter into this Agreement and for the benefit of Buyer, each Seller represents and warrants, solely as to such Seller, to Buyer as follows:

Section 4.1 Authorization. Such Seller has the capacity to execute and deliver this Agreement and each other Contract to be executed by such Seller in connection herewith (each, a "Seller Contract") to which it is a party, and to consummate the transactions set forth herein and therein. This Agreement has been, and each Seller Contract to which such Seller is a party will be at or prior to Closing, duly and validly executed and delivered by such Seller and this Agreement and the Seller Contracts such Seller is a party thereto constitutes the legal, valid and binding obligation of such Seller, enforceable against such Seller in accordance with its terms.

Section 4.2 No Consent; Restrictions. Except as set forth on Schedule 4.2, the execution and delivery of this Agreement and the Seller Contracts such Seller is party thereto and the performance and compliance with the terms herein and therein by such Seller will not (a) require consent of, notice to, filing with, or license or permit from any Person or conflict with, or result in the breach of, or trigger or accelerate any right or obligation (including prepayment penalties), or constitute a default or an event of default or an occurrence, circumstance, act or failure to act that, with the passage of time, the giving of notice, or both, would become a default, (b) result in the creation of any Liens upon such Seller's Purchased Units, the North Star Units or any Acquired Company's assets, under or pursuant to (i) any Contract, understanding, covenant, commitment or other agreement or instrument of any kind whether oral or written such Seller is a party to, or (ii) any Law applicable to such Seller or by which any of the properties or assets of such Seller are bound. There is no legal proceeding pending or, to such Seller's Knowledge, threatened against such Seller that questions the validity of this Agreement or seeks to prohibit, enjoin or otherwise challenge the consummation of the transactions set forth in this Agreement.

Section 4.3 Capitalization; Ownership of Purchased Units and North Star Units. Such Seller owns all of the Purchased Units set forth opposite such Seller's name on Schedule 4.3, free and clear of any Liens other than transfer restrictions under applicable securities laws. The Purchased Units being sold by such Seller, when sold and delivered in accordance with the terms of this Agreement for the consideration expressed herein, will be free of Liens other than transfer restrictions under applicable securities laws or Liens created by or imposed by Buyer. Immediately prior to the Closing, such Seller will have good and marketable title to the Purchased Units being sold by such Seller, and immediately following Closing, Buyer will have good and marketable title to the Purchased Units sold by such Seller, in each case, free and clear of all Liens other than transfer restrictions under applicable securities laws or Liens created by or imposed by Buyer. As of Closing, Rollover Seller owns all of the North Star Units, free and clear of any Liens other than transfer restrictions under applicable securities laws. The North Star Units being contributed by Rollover Seller, when contributed and delivered in accordance with the terms of this Agreement for the consideration expressed herein, will be free of Liens other than transfer restrictions under applicable securities laws. Immediately prior to the Closing, Rollover Seller will have good and marketable title to the North Star Units being contributed by Rollover Seller, and immediately following Closing, Buyer will have good and marketable title to the North Star Units contributed by Rollover Seller free and clear of all Liens other than transfer restrictions under applicable securities laws.

Section 4.4 Investment Purpose. Rollover Seller is acquiring the Issued Units for his own account with the present intention of holding such securities for investment purposes and not with a view to, or for sale in connection with, any distribution of such securities in violation of any federal or state securities Laws. Rollover Seller is an "accredited investor" as defined in Regulation D promulgated by the Securities and Exchange Commission under the 1933 Act. Rollover Seller acknowledges that the Issued

Units have not been registered under the 1933 Act, or any state or foreign securities Laws and that the Issued Units may not be sold, transferred, offered for sale, pledged, hypothecated or otherwise disposed of unless such transfer, sale, assignment, pledge, hypothecation or other disposition is registered under any applicable state or foreign securities Laws or sold pursuant to an exemption from registration under the 1933 Act and any applicable state or foreign securities Laws.

Section 4.5 Investment Knowledge. Rollover Seller has sufficient sophistication, knowledge and experience in financial, tax and business matters and is capable of independently evaluating the merits and risks of the transactions contemplated by this Agreement, to assess the value of the Issued Units and is able to bear the economic risk of holding the Issued Units for an indefinite period (including total loss of his investment). Rollover Seller acknowledges and understands that neither Buyer nor any other Person is soliciting, is encouraging or is making any recommendation to Rollover Seller as to whether Rollover Seller should acquire the Issued Units and no Person has been authorized to make any recommendation on Buyer's or any other Person's behalf as to whether Rollover Seller should acquire or refrain from acquiring the Issued Units. Rollover Seller is, or has received competent advice and counsel from advisors who are, capable of evaluating the merits and risks of acquiring the Issued Units on the terms set forth in this Agreement and Rollover Seller, either independently or together with his advisors, has the capacity and experience to advise and protect Rollover Seller's interests.

Section 4.6 Due Diligence; Investigation.

(a) Rollover Seller acknowledges and agrees that none of Buyer, its Affiliates or their respective representatives have made any other representations or warranties regarding Buyer, its subsidiaries or their respective business other than the representations and warranties set forth in Article V and any certificate delivered pursuant hereto. Without limiting the generality of the foregoing, Rollover Seller acknowledges and agrees that no projections, forecasts and predictions, other estimates, data, financial information, documents, reports, statements (oral or written), summaries, abstracts, descriptions, presentations (including any management presentation or facility tour), memoranda, or offering materials with respect to Buyer, its subsidiaries or their respective business, is or shall be deemed to be a representation or warranty by Buyer or its subsidiaries, under this Agreement, or otherwise, and that Rollover Seller has not relied thereon in determining to execute this Agreement and proceed with the transactions contemplated by this Agreement.

(b) Rollover Seller acknowledges and agrees that he (i) has made his own inquiry and investigation into Buyer and its subsidiaries, and, based upon such inquiry and investigation (and in conjunction with the representations and warranties set forth in Article V and any certificate delivered pursuant hereto), has formed an independent judgment concerning Buyer and its subsidiaries and (ii) has conducted such investigations of Buyer, its subsidiaries and their respective business as Rollover Seller deems necessary to satisfy himself as to the operations and conditions thereof, and will rely solely on such investigations and inquiries, and the express representations and warranties made in Article V. Rollover Seller further acknowledges and agrees that he will not at any time assert any claim against Buyer, its subsidiaries, or any of their respective present and former officers, managers, directors, members, stockholders, employees, agents, Affiliates, consultants, investment bankers, attorneys, advisors or representatives, or attempt to hold any of such Persons liable, for any inaccuracies, misstatements or omissions with respect to the information furnished by such Persons concerning Buyer, its subsidiaries or their respective business, other than any inaccuracies or misstatements in the applicable representations and warranties expressly set forth in Article V and any certificate delivered pursuant hereto.

(c) Rollover Seller has reviewed or has had an opportunity to review, (1) Buyer's organizational documents, including the LLC Agreement, and (2) such other documents and information provided to Rollover Seller in response to his requests. Rollover Seller understands the speculative nature

of and risks involved in the proposed investment in Buyer, and all matters relating to the structure and operations of Buyer and its subsidiaries have been discussed and explained to Rollover Seller's satisfaction. Rollover Seller specifically acknowledges Rollover Seller's understanding that Rollover Seller will be a minority equity owner in Buyer per the terms of the LLC Agreement.

ARTICLE V
BUYER'S REPRESENTATIONS AND WARRANTIES

To induce the Sellers to enter into this Agreement, Buyer represents and warrants as follows:

Section 5.1 Corporate Status and Authority. Buyer is a limited liability company, duly organized, validly existing and in good standing under the Laws of Delaware and has the requisite power and authority to own, operate, and carry on its business. Buyer has full company power and authority to execute and deliver this Agreement and each other Contract to be executed by Buyer in connection herewith to which it is, or will be at or prior to Closing, a party (each, a "Buyer Contract"), and to consummate the transactions set forth herein and therein. This Agreement has been, and each Buyer Contract has been or at or prior to Closing will be, duly and validly executed and delivered by Buyer and this Agreement constitutes, and each of the Buyer Contracts will when executed by Buyer constitute, the legal, valid and binding obligation of Buyer, enforceable against Buyer in accordance with its terms. Buyer does not have an interest as a stockholder, partner, member or joint venturer nor does it hold any other equity ownership interest in any other Person. Buyer does not operate any business or conduct any activity, does not have any Liabilities (other than those resulting from the express terms of this Agreement or the Buyer Contracts) and its sole purpose and function is to acquire the Purchased Units and the North Star Units. Buyer will have sufficient financial capability at Closing to consummate the transactions contemplated by this Agreement, including, without limitation, payment of the Purchase Price as set forth in this Agreement.

Section 5.2 Agreement Not in Breach of Other Instruments. The execution and delivery of this Agreement and each Buyer Contract and the performance and compliance with their terms by Buyer will not (a) require consent of, notice to, filing with, or license or permit from any Person or conflict with, or result in the breach of, or trigger or accelerate any right or obligation (including prepayment penalties), or constitute a default or an event of default or an occurrence, circumstance, act or failure to act that, with the passage of time, the giving of notice, or both, would become a default, or (b) result in the creation of any Liens upon Buyer or any of its equity interests or assets (except for Permitted Liens), under or pursuant to (i) any Contract, understanding, covenant, commitment or other agreement or instrument of any kind whether oral or written, or (ii) any Law, Contract or Restriction applicable to Buyer. There is no legal proceeding pending or threatened against Buyer that questions the validity of this Agreement or seeks to prohibit, enjoin or otherwise challenge the consummation of the transactions set forth in this Agreement.

Section 5.3 Issuance of Issued Units. The Issued Units are, and when issued to Rollover Seller at Closing shall be, validly issued and free of all Liens other than restrictions on transfer under the LLC Agreement, applicable federal and state securities laws, and any Liens or encumbrances created by or imposed by Rollover Seller. Immediately following the Closing and upon the issuance of the Issued Units, the Issued Units shall represent [redacted] of all the issued and outstanding equity interests of Buyer (including with respect to governance and financial rights) as of the Closing. As of the Closing, except as set forth in the LLC Agreement, there are no outstanding subscriptions, preemptive rights, warrants, calls or options to acquire, or instruments or securities convertible into or exchangeable for, or agreements or understandings with respect to the sale or issuance of any equity securities of Buyer.

Section 5.4 Disclosure. BUYER ACKNOWLEDGES AND AGREES THAT, EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES CONTAINED IN ARTICLE III OR ARTICLE IV OF THIS AGREEMENT AND ANY CERTIFICATE DELIVERED PURSUANT HERETO, NEITHER THE

COMPANY NOR ANY SELLER OR ANY AFFILIATE OR REPRESENTATIVE THEREOF MAKES ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AT LAW OR IN EQUITY, IN RESPECT OF ANY OF THE ASSETS, LIABILITIES, OPERATIONS OR EQUITY INTERESTS (INCLUDING, WITHOUT LIMITATION, THE PURCHASED UNITS OR THE NORTH STAR UNITS) OF ANY OF THE ACQUIRED COMPANIES, INCLUDING WITH RESPECT TO MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR THE ACCURACY OR COMPLETENESS OF ANY INFORMATION PROVIDED IN CONNECTION WITH THE TRANSACTIONS CONTEMPLATED HEREBY, AND ANY SUCH OTHER REPRESENTATIONS OR WARRANTIES ARE HEREBY EXPRESSLY DISCLAIMED. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, BUYER ACKNOWLEDGES AND AGREES THAT NO PROJECTIONS, FORECASTS AND PREDICTIONS, OTHER ESTIMATES, DATA, FINANCIAL INFORMATION, DOCUMENTS, REPORTS, STATEMENTS (ORAL OR WRITTEN), SUMMARIES, ABSTRACTS, DESCRIPTIONS, PRESENTATIONS (INCLUDING ANY MANAGEMENT PRESENTATION OR FACILITY TOUR), MEMORANDA, OR OFFERING MATERIALS WITH RESPECT TO THE ACQUIRED COMPANIES, THE PURCHASED UNITS OR THE NORTH STAR UNITS IS OR SHALL BE DEEMED TO BE A REPRESENTATION OR WARRANTY BY COMPANY OR SELLERS, UNDER THIS AGREEMENT, OR OTHERWISE, AND THAT BUYER HAS NOT RELIED THEREON IN DETERMINING TO EXECUTE THIS AGREEMENT AND PROCEED WITH THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT; PROVIDED, HOWEVER, NOTHING HEREIN SHALL BE DEEMED OR CONSTRUED TO PROHIBIT BUYER FROM SEEKING RECOURSE AGAINST ROLLOVER SELLER WITH RESPECT TO ANY INTENTIONAL FRAUD COMMITTED BY THE ROLLOVER SELLER IN CONNECTION WITH ANY PROJECTIONS, FORECASTS AND PREDICTIONS, OTHER ESTIMATES, DATA, FINANCIAL INFORMATION, DOCUMENTS, REPORTS, STATEMENTS (ORAL OR WRITTEN), SUMMARIES, ABSTRACTS, DESCRIPTIONS, PRESENTATIONS (INCLUDING ANY MANAGEMENT PRESENTATION OR FACILITY TOUR), MEMORANDA, OR OFFERING MATERIALS WITH RESPECT TO THE ACQUIRED COMPANIES.

ARTICLE VI
BUYER GUARANTOR'S REPRESENTATIONS AND WARRANTIES

To induce the Sellers to enter into this Agreement, Buyer Guarantor represents and warrants as follows:

Section 6.1 Corporate Status and Authority. Buyer Guarantor is a limited liability company, duly organized, validly existing and in good standing under the Laws of Florida and has the requisite power and authority to own, operate, and carry on its business. Buyer Guarantor has full company power and authority to execute and deliver this Agreement and to consummate the transactions set forth herein. This Agreement has been duly and validly executed and delivered by Buyer Guarantor and this Agreement constitutes the legal, valid and binding obligation of Buyer Guarantor, enforceable against Buyer Guarantor in accordance with its terms.

Section 6.2 Agreement Not in Breach of Other Instruments. The execution and delivery of this Agreement and the performance and compliance with its terms by Buyer Guarantor will not require consent of, notice to, filing with, or license or permit from any Person or conflict with, or result in the breach of, or trigger or accelerate any right or obligation (including prepayment penalties), or constitute a default or an event of default or an occurrence, circumstance, act or failure to act that, with the passage of time, the giving of notice, or both, would become a default. There is no legal proceeding pending or threatened against Buyer Guarantor that questions the validity of this Agreement or seeks to prohibit, enjoin or otherwise challenge the consummation of the transactions set forth in this Agreement.

ARTICLE VII
PRE-CLOSING COVENANTS

Section 7.1 Commercially Reasonable Efforts. Each of the parties hereto shall use their commercially reasonable efforts to cause the conditions in Article VIII to be satisfied, to the extent applicable.

Section 7.2 Conduct of Business of the Acquired Companies. From the Effective Date to the Closing, the Company will and Sellers and the Company will cause the Acquired Companies to (a) conduct their operations only in the ordinary course of business consistent with past practices and in accordance with all Laws and Restrictions; (b) use their commercially reasonable efforts to preserve intact its business organization, keep available the services of its officers and employees and maintain satisfactory relationships with customers, suppliers, Payors, subcontractors and others having business relationships with it; and (c) not willfully take or omit to take, agree to take or omit to take, or permit any action to be taken or not taken that could cause any of the representations or warranties of the Company or Sellers to be untrue or incorrect in any material respect, or that could cause a material violation in any respect of any covenant, term or condition to be complied with, fulfilled or performed by the Company or Sellers under this Agreement. From the Effective Date to the Closing, without the prior written consent of Buyer (which consent shall not be unreasonably conditioned, withheld or delayed), except as contemplated by this Agreement, the Company will not and Sellers and the Company will cause the Acquired Companies not to (i) issue, sell, dispose of, transfer or grant any units of any class, or any securities or rights convertible into, exchangeable for, or evidencing the right to subscribe for any units, or any rights, warrants, options, calls, commitments, or equity equivalents or enter into any other agreements of any character to purchase or acquire any units or any securities or rights convertible into, exchangeable for, or evidencing the right to subscribe for, any units or any other securities in respect of, in lieu of, or in substitution for, units outstanding on the date hereof, other than the transfer of the North Star Units to Rollover Seller; (ii) authorize, declare, set aside, make or pay any dividend or other distribution, payable in cash, stock, property or otherwise, with respect to any of the capital stock of the Acquired Companies, other than distributions in respect of tax obligations in amounts actually due and payable (including with respect to 2018 quarterly estimates) prior to Closing; (iii) split, combine, subdivide or reclassify any units of the Acquired Companies; (iv) adopt any amendments to the Acquired Companies' articles of incorporation or bylaws or effect or become a party to any, recapitalization or similar transaction; (v) change the Acquired Companies' fiscal year or change their credit, collection or payment policies or procedures, or, except to the extent required to conform with GAAP, change their accounting policies or procedures; (vi) cancel any third party Debt owed to any Acquired Company; (vii) incur any additional Debt for borrowed money or assume, guarantee, endorse or otherwise become liable or responsible for any such Debt of another Person or make any loans, advances or capital contributions to or investments in any Person or enter into any agreements, arrangements or commitments with respect to any of the foregoing; (viii) acquire or agree to acquire by merging or consolidating with, or by purchasing a substantial portion of the assets of, or by any other manner, any business or any corporation, limited liability company, partnership, joint venture, association or other business organization or division thereof, or acquire any capital asset or related capital assets; (ix) sell, lease, license, transfer, abandon, assign or otherwise encumber or subject (or allow to become subject) to any Lien (other than Permitted Liens) or otherwise dispose of any of its material tangible or intangible properties, rights or assets other than in the ordinary course of business consistent with past practice; (x) make or agree to make any capital expenditures other than in the ordinary course of business consistent with past practice; (xi) enter into any Contract relating to the purchase by the Acquired Companies of goods, equipment or services of amounts in excess of [redacted] per year, or modify or amend or terminate any Contract (except in the ordinary course of business consistent with past practice) or permit or waive, release or assign any rights or claims thereunder; (xii) enter into any Contract that purports to limit, curtail or restrict the kinds of businesses which the Acquired Companies may conduct or the Persons with which they can compete; (xiii) except as required by Law or Plan, (A) adopt, modify or amend in any material fashion

that would materially increase the cost to any Acquired Company: (1) any Plan or (2) any employment, consulting, change in control, retention, severance or termination agreements with any Acquired Company employee, other than at will employment agreements in the ordinary course of business (other than any bonus or payment constituting Sellers' Closing Expenses or to be made from Purchase Price proceeds that would otherwise be payable to Sellers), (B) take any action to accelerate the vesting or payment of any compensation, or benefits under, any Plan (or any award thereunder) or (C) grant to any Acquired Company employee any increase in compensation, bonus or fringe or other benefits, change in control, retention, severance or termination pay, other than increases in compensation and benefits in the ordinary course of business consistent with past practice; (xiv) effectuate a "plant closing" or "mass layoff" (or other notice-triggering event) as those terms are defined in the Worker Adjustment and Retraining Notification Act or any similar state Law, affecting in whole or in part any site of employment, facility, operating unit or employee of the Acquired Companies; (xv) hire any new employees, unless such hiring is in the ordinary course of business and is with respect to employees who are employed at-will; (xvi) make any material change to the Acquired Companies' accounting methods, principles or practices or to the Financial Statements or to the working capital policies applicable to the Acquired Companies, except as required by GAAP or other applicable Law; (xvii) except for entering into any non-exclusive license agreements with customers in the ordinary course of business, transfer or grant to any third party any rights with respect to any material Intellectual Property, or permit to lapse, abandon, or otherwise dispose of any material Intellectual Property; (xviii) to the extent required by the real property Leases, fail to maintain the real property subject to the real property Leases (other than common areas), or any material personal property of the Acquired Companies, and considered in the aggregate, in substantially the same condition as of the date of this Agreement, ordinary wear and tear excepted; (xix) amend, modify, extend, renew or terminate any real property Lease (other than in the ordinary course of business consistent with past practice) or enter into any new lease, sublease, license or other agreement for the use or occupancy of any real property; (xx) settle any pending or threatened legal proceeding or waive any claim made in any such legal proceeding that would be material to any Acquired Company, other than the Affinity GA Claims (which Sellers and the Acquired Companies are expressly authorized to litigate and settle at their discretion; provided that any such litigation or settlement does not include or impose any obligations on, or result in any restrictions on or Liabilities to, any of the Acquired Companies); (xxi) adopt a plan or agreement of complete or partial liquidation, dissolution, merger, consolidation, restructuring, recapitalization or other material reorganization; (xxii) discontinue any material line of business or dissolve or wind up any Acquired Company; (xxiii) make or change any material Tax election, file any amended Tax Return, consent to any extension or waiver of the limitations period applicable to any Tax Claim or assessment, adopt or change any accounting method in respect of Taxes, entered into any closing agreement or settled or consented to any claim or assessment in respect of Taxes, or take any other action with respect to Taxes or Tax Returns outside of the Ordinary Course of Business, or (xxiv) agree to or authorize any Person to take any of, the foregoing actions.

Section 7.3 Access to Information about the Acquired Companies. Buyer may, from and after the Effective Date through the Closing Date, upon reasonable advanced notice, directly or through its representatives, review the properties, books and records of the Acquired Companies and their financial and legal condition to the extent Buyer reasonably deems necessary or advisable to familiarize itself with the Business. The Company and Sellers will permit Buyer and its representatives to have, from the Effective Date through the Closing, full access to the premises, high level managerial employees (including, without limitation, C-suite executives), books and records of the Acquired Companies, and will cause the representatives of the Acquired Companies to furnish Buyer with financial and operating data and other information with respect to the Business as Buyer from time to time reasonably requests. Notwithstanding the foregoing or anything herein to the contrary, (i) Buyer must conduct its inspection of the properties and premises of the Acquired Companies in such manner that does not materially interfere with the operations of the Business, (ii) Sellers and the Acquired Companies shall not be required to provide, or provide access to, any documents, correspondence or other communications or materials that are subject to the attorney-

client or work product privilege, and (iii) Buyer shall not contact or otherwise have any discussions with employees (except high level managerial employees, including, without limitation, C-suite executives, as provided in this Section 7.3), contractors, customers, vendors, Payors or other business relationships of the Acquired Companies regarding the Acquired Companies or the transactions contemplated hereby without the prior written consent of Sellers' Representative in the Sellers' Representative's sole discretion.

Section 7.4 Violations. The Company or Sellers will notify or will have notified Buyer promptly upon Sellers obtaining Knowledge between the Effective Date and the Closing Date of any existing or alleged defaults under, violation of or nonconformity with any Law or Restriction relating to, affecting or concerning any Acquired Company, the Business, the Purchased Units, the North Star Units or any Acquired Company's Contracts. Not in any way limiting the foregoing, from time to time prior to the Closing and as necessary, Sellers shall promptly supplement or amend the Sellers' and Company's disclosure schedules hereto with respect to any matter hereafter arising or of which they become aware after the date hereof, which, if existing, occurring, or known at the date of this Agreement, would have been required to be set forth or described in the disclosure schedules (each a "Schedule Supplement"). Any disclosure in any such Schedule Supplement shall not be deemed to have cured any inaccuracy in or breach of any representation or warranty contained in this Agreement for any purpose unless and to the extent that Buyer expressly agrees to such Schedule Supplement (or portion thereof) in writing following receipt of such Schedule Supplement or elects to consummate the Closing following receipt of such Schedule Supplement (in which case such Schedule Supplement (or the applicable portion(s) thereof) shall be deemed to have amended the Disclosure Schedule for all purposes under this Agreement, including for purposes of qualifying the relevant representations and warranties contained in this Agreement and curing any inaccuracy or breach of the representations and warranties in this Agreement that otherwise might have existed hereunder by reason of an event or circumstance reflected in such Schedule Supplement).

Section 7.5 Risk of Loss. The Company and Sellers will bear the risk of loss of any of the assets of the Acquired Companies (by fire, theft, or other casualty), between the Effective Date and the Closing. If a loss occurs that in Buyer's reasonable opinion materially adversely affects the value, use, ownership or occupancy of the Company, the Business, the Purchased Units, the North Star Units or the assets of the Acquired Companies, Buyer may terminate this Agreement pursuant to Section 9.3(b).

Section 7.6 Negotiation with Others. From and after the Effective Date until the earlier of the Closing or the termination of this Agreement, none of the Sellers, the Company or any Affiliate, agent or representative of the Sellers or the Company will directly or indirectly, through any officer, director, manager, employee, agent (including financial advisors), partner or otherwise, (a) take any action to solicit, entertain, facilitate, participate in or encourage or initiate any Acquisition Proposal, (b) continue, initiate or engage in negotiations or discussions relating to any Acquisition Proposal with, or disclose or provide, in connection with an Acquisition Proposal, any non-public information or confidential or proprietary information, to any Person other than the parties to this Agreement and their respective representatives or (c) enter into any written or oral agreement or understanding with any Person (other than Buyer) regarding an Acquisition Proposal. If the Sellers or the Company or any Affiliate, agent or representative of the Sellers or the Company receives any unsolicited offer or proposal to enter into negotiations relating to any Acquisition Proposal, such Person will promptly notify Buyer of such offer or proposal and the general economic terms of such offer or proposal and will furnish a copy of any written offer or proposal to Buyer.

Section 7.7 Regulatory Filings. The Company will make or cause to be made all filings and submissions under any material Laws or regulations applicable to the Acquired Companies for the consummation of the transactions contemplated herein that are required as a condition to consummate the transactions contemplated hereby and, in each case, include in each such filing or submission a request for early termination or acceleration of any applicable waiting or review periods, to the extent available under the applicable laws or regulations. The Company will coordinate and cooperate with Buyer in exchanging

such information and providing such assistance as Buyer may reasonably request in connection with the foregoing.

Section 7.8 Financial Statements. From the date hereof until the Closing Date, Sellers shall promptly deliver to Buyer copies of the monthly consolidated financial statements of the Acquired Companies as they are finalized, but in no event later than the fifteenth (15th) day following the last date of the applicable month.

ARTICLE VIII
CONDITIONS TO BUYER'S AND SELLERS' OBLIGATIONS

Section 8.1 Conditions to Buyer's Obligations. The purchase of the Purchased Units by Buyer and Buyer's obligation to consummate the other transactions set forth in this Agreement at Closing is conditioned upon satisfaction of the following conditions on or prior to the Closing (any of which may be waived by Buyer, in whole or in part):

(a) No Material Adverse Change. Prior to the Closing Date, no Material Adverse Change will have occurred.

(b) Truth of Representations and Warranties. The representations and warranties of the Company and Sellers contained in this Agreement or in any Exhibit or Schedule to this Agreement (without regard to any of Company's or Sellers' disclosure schedules delivered following the date hereof) will be true and correct in all material respects on and as of the Closing Date with the same effect as though those representations and warranties had been made on and as of the Closing Date (except to the extent (i) any such representation or warranty relates to an earlier date (in which case as of such earlier date) and (ii) any such representation or warranty is qualified by materiality (in which case such representation or warranty will be true and correct in all respects)).

(c) Performance of Agreements. All of the covenants and agreements of the Company and Sellers to be performed prior to and contemporaneous with the Closing under this Agreement will have been complied with or performed in all material respects.

(d) No Litigation. No lawsuit will have been instituted or threatened to restrain or prohibit any of the transactions contemplated by this Agreement.

(e) Consents and Approvals. All consents and approvals set forth on Schedule 8.1 will have been received.

(f) Closing Deliveries. Sellers and the Company will have executed and delivered to Buyer the items required by Section 9.1.

Section 8.2 Conditions to Sellers' Obligations. The sale of the Purchased Units by Sellers, the contribution of the North Star Units by Rollover Seller, and Sellers' obligation to consummate the other transactions set forth in this Agreement at Closing is conditioned upon satisfaction of the following conditions (any of which may be waived by Sellers, in whole or in part):

(a) Truth of Representations and Warranties. The representations and warranties of Buyer and Buyer Guarantor contained in this Agreement or in any Exhibit or Schedule to this Agreement will be true and correct in all material respects on and as of the Closing Date with the same effect as though those representations and warranties had been made on and as of the Closing Date (except to the extent (i) any such representation or warranty relates to an earlier date (in which case as of such earlier date) and (ii)

any such representation or warranty is qualified by materiality (in which case such representation or warranty will be true and correct in all respects)).

(b) Performance of Agreements. All of the covenants and agreements of Buyer and Buyer Guarantor to be performed prior to and contemporaneous with the Closing under this Agreement will have been complied with or performed in all material respects.

(c) No Litigation. No lawsuit will have been instituted or threatened to restrain or prohibit any of the transactions contemplated by this Agreement.

(d) Consents and Approvals. All consents and approvals set forth on Schedule 8.2 will have been received.

(e) Closing Deliveries. Buyer will have executed and delivered to Sellers the items required by Section 9.2.

(f) Payment of Purchase Price. Buyer will have made the payments set forth in Section 1.1, Section 1.2 and Section 1.3 pursuant to the Funds Flow and the terms of such Sections and issued the Issued Units to Rollover Seller.

(g) Release of Guaranties. Oakley, Trull and Deborah Oakley shall have been released from all guaranties and personal obligations with respect to the ServisFirst Debt, including without limitation each Commercial Guaranty executed by such Persons in connection with the ServisFirst Debt, and the Company and Sellers shall terminate that certain Contribution and Indemnity Agreement, dated March 1, 2017, by and among the Company and Sellers related thereto.

ARTICLE IX
DELIVERIES AT CLOSING; FURTHER ASSURANCES; TERMINATION.

Section 9.1 Deliveries by Sellers. On or before the Closing Date, Sellers and the Company will deliver to Buyer the following:

(a) A certificate executed by the Sellers' Representative certifying the conditions set forth in Section 8.1(a) – Section 8.1(c).

(b) (i) A Certificate of Good Standing (or its equivalent) of the Company issued by the Secretary of State of (A) Alabama and (B) each state in which the Company is qualified to do business as set forth on Schedule 3.1, showing the Company to be in good standing in those states, each certificate dated as of a date not more than ten (10) days prior to the Closing Date and (ii) a certificate of a manager or officer of the Company (A) certifying the incumbency and signatures of the officers of Company executing this Agreement and (B) certifying and attaching copies of the Company's organizational documents, including all amendments, together with all resolutions approving this Agreement and the transactions contemplated hereby.

(c) (i) A Certificate of Good Standing (or its equivalent) of Affinity GA issued by the Secretary of State of (A) Delaware and (B) each state in which Affinity GA is qualified to do business as set forth on Schedule 3.1, showing Affinity GA to be in good standing in those states, each certificate dated as of a date not more than ten (10) days prior to the Closing Date and (ii) a certificate of a manager or officer of Affinity GA (A) certifying the incumbency and signatures of the officers of Affinity GA executing any agreement to which Affinity GA is a party in connection with the consummation of the transactions set

forth in this Agreement and (B) certifying and attaching copies of the Affinity GA's organizational documents, including all amendments.

(d) (i) A Certificate of Good Standing (or its equivalent) of North Star issued by the Secretary of State of (A) Georgia and (B) each state in which North Star is qualified to do business as set forth on Schedule 3.1, showing North Star to be in good standing in those states, each certificate dated as of a date not more than ten (10) days prior to the Closing Date and (ii) a certificate of a manager or officer of North Star (A) certifying the incumbency and signatures of the officers of North Star executing any agreement to which North Star is a party in connection with the consummation of the transactions set forth in this Agreement and (B) certifying and attaching copies of the North Star's organizational documents, including all amendments.

(e) A unit power for the Purchased Units duly endorsed by each Seller for unconditional and irrevocable transfer to Buyer.

(f) A unit power for the North Star Units duly endorsed by Rollover Seller for unconditional and irrevocable transfer to Buyer.

(g) A receipt for the Cash Purchase Price with the Funds Flow attached as an exhibit thereto, duly executed by the Non-Rollover Sellers.

(h) The LLC Agreement, duly executed by Rollover Seller.

(i) A non-foreign person affidavit dated as of the Closing Date from each Seller, sworn under penalty of perjury and in form and substance required under the Treasury Regulations issued pursuant to Section 1445 of Code, stating that such Seller is not a "foreign person" as defined in Section 1445 of the Code.

(j) Executed payoff letters, releases, discharges, mortgages, or other similar instruments providing the amount to be paid in full repayment of all Closing Debt and the release of all Liens (other than Permitted Liens) granted with respect thereto, together with all instruments, documents, and UCC financing statements.

(k) Evidence of termination of the agreements set forth on Schedule 9.1(k).

(l) Resignations of all officers, managers and directors of each Acquired Company (solely with respect to such positions and, except as otherwise directed by Buyer, not with respect to employment).

(m) Evidence of termination of all existing employment agreements by and between any Acquired Company and any Seller.

(n) All the minute books, stock ledgers and similar company records, and company seal, if applicable, of the Acquired Companies.

(o) Original title documents for all titled equipment.

(p) A release executed by the Sellers in the form attached hereto as Exhibit C.

Section 9.2 Deliveries by Buyer. On or before the Closing Date, Buyer will deliver to the Sellers, as applicable, the following:

(a) The Cash Purchase Price.

(b) The Issued Units.

(c) The LLC Agreement, duly executed by Buyer.

(d) [redacted]

(e) A certificate executed by the appropriate officer of Buyer certifying the conditions set forth in Section 8.2(a) – Section 8.2(b).

(f) (i) A Certificate of Good Standing (or its equivalent) of Buyer issued by the Secretary of State of (A) Delaware and (B) each state in which Buyer is qualified to do business, showing Buyer to be in good standing in those states, each certificate dated as of a date not more than ten (10) days prior to the Closing Date and (ii) a certificate of the secretary or assistant secretary of Buyer (A) certifying the incumbency and signatures of the officers of Buyer executing any agreement to which Buyer is a party in connection with the consummation of the transactions set forth in this Agreement and (B) certifying and attaching copies of the Buyer's organizational documents, including all amendments, together with all resolutions approving this Agreement and the transactions contemplated hereby.

Section 9.3 Termination. This Agreement may, by written notice given prior to Closing, be terminated:

(a) Immediately upon the mutual written consent of Buyer, the Company and Sellers' Representative.

(b) By Buyer if (i) the conditions set forth in Section 8.1 have not been satisfied or have not been waived in writing by Buyer by December 31, 2018, (ii) Buyer makes the determination described in Section 7.5, or (iii) any Seller or the Company has materially breached any representation, warranty, covenant, agreement or obligation contained in this Agreement; provided that, in the case of (i) and (iii), the right to terminate this Agreement pursuant to this subsection shall not be available if Buyer is then in breach of any representation, warranty, covenant, agreement or obligation contained in this Agreement, and provided further that, in the case of (i) and (iii), if the material inaccuracy in either Seller's or the Company's representations and warranties or the material breach of either Seller's or the Company's agreements, obligations or covenants is curable through the exercise of either Seller's or the Company's commercially reasonable efforts, then Buyer may not terminate this Agreement for thirty (30) days after Buyer shall have given written notice of such inaccuracy or breach to the Sellers (so long as the Sellers continue to use commercially reasonable efforts to cure the inaccuracy or breach during such period), it being understood that Buyer may not terminate this Agreement if the Sellers or the Company cures such material inaccuracy or material breach within such thirty (30) day period).

(c) By Sellers if (i) the conditions set forth in Section 8.2 have not been satisfied or have not been waived in writing by Sellers by December 31, 2018 or (ii) Buyer or Buyer Guarantor has materially breached a representation, warranty, covenant, agreement or obligation contained in this Agreement; provided that the right to terminate this Agreement pursuant to this Section 9.3(c) shall not be available if the Sellers or the Company are then in material breach of any representation, warranty, covenant, agreement or obligation contained in this Agreement, and provided further that in the case of a termination pursuant to Section 9.3(c), such right to terminate this Agreement shall not be available if the material inaccuracy in Buyer's or Buyer Guarantor's representations and warranties or the material breach

of Buyer's or Buyer Guarantor's agreement, obligation or covenant is curable through the exercise of Buyer's or Buyer Guarantor's commercially reasonable efforts, then the Sellers and the Company may not terminate this Agreement for thirty (30) days after the Sellers or the Company shall have given written notice of such material inaccuracy or material breach to Buyer (so long as Buyer continues to use commercially reasonable efforts to cure the inaccuracy or breach during such period), it being understood that the Sellers and the Company may not terminate this Agreement if Buyer or Buyer Guarantor cures such material inaccuracy or material breach within such thirty (30) day period.

Section 9.4 Effect of Termination. If this Agreement is terminated pursuant to Section 9.3, then, all further obligations of the parties under this Agreement shall terminate without further liability of the parties to each other, other than with respect to the obligations set forth in Section 12.1, Section 12.2 and Section 12.4 and except as to liability for any intentional fraud or willful breach of any covenant, agreement, obligation, representation or warranty. This Section 9.4, and all of Article XII shall survive any termination of this Agreement and remain in full force and effect.

ARTICLE X
SURVIVAL OF REPRESENTATIONS AND WARRANTIES AND COVENANTS; INDEMNIFICATION.

Section 10.1 Survival of Representations and Warranties; Covenants.

(a) The respective representations and warranties of the parties contained in this Agreement or in any Schedule to this Agreement will survive the execution and delivery hereof, the Closing Date and any investigation or audit conducted by any party hereto at any time, whether before or after the execution and delivery of this Agreement or the Closing Date until the eighteen (18) month anniversary of the Closing Date; except the representations and warranties of the parties set forth in Section 3.13 "Tax Matters", Section 3.14 "Compliance with Laws", Section 3.15 "Licenses and Permits", Section 3.17 "Employee Benefit Plans", and Section 3.18 "Environmental" (collectively, the "Specified Representations"), shall survive the Closing until the ninetieth (90^{th}) day after the expiration of the applicable statute of limitations (taking into account any tolling periods and other extensions); and except that the representations and warranties of the parties set forth in Section 3.1 "Incorporation, Qualification and Authority", Section 3.2(a) "Ownership of Purchased Units and Acquired Company Assets", the first two (2) sentences of Section 3.2(b) "Ownership of Purchased Units and Acquired Company Assets", Section 3.3 "Subsidiaries", Section 3.4 "No Consent; Restrictions", Section 4.1 "Authorization", Section 4.2 "No Consent; Restrictions", Section 4.3 "Capitalization; Ownership of Purchased Units and North Star Units", Section 5.1 "Corporate Status and Authority", Section 5.2 "Agreement Not in Breach of Other Instruments", Section 5.3 "Issuance of Issued Units", Section 5.4 "Disclosure", Section 6.1 "Corporate Status and Authority", and Section 6.2 "Agreement Not in Breach of Other Instruments" (collectively, the "Fundamental Representations"), shall survive for an indefinite period of time following the Closing; provided, however, that in the event that such indefinite duration is determined to be invalid or unenforceable by a court of competent jurisdiction, then the survivability period of the Fundamental Representations shall be construed to be the longest period of time permitted under Delaware Law (which, for the avoidance of doubt, shall be a minimum period of twenty (20) years from the date a cause of action accrues after Closing with respect to any Fundamental Representation as permitted pursuant to Section 8106(c) of Title 10 of the Delaware Code). If, at any time prior to the expiration of the respective survival period set forth in this Section 10.1(a) with respect to any particular representation or warranty, any Indemnified Person delivers to any Indemnifying Person a written notice alleging the existence of an inaccuracy in or a breach of such representation or warranty and asserting a claim for Losses regardless of whether litigation is commenced or a complaint in litigation is filed at such time in accordance with Section 12.8 or otherwise, then the representation or warranty underlying the claim asserted in such notice and all

indemnity obligations under this Article X related thereto shall survive until such claim is finally and fully resolved in accordance with this Agreement.

(b) The respective agreements and covenants of the parties contained in this Agreement will survive the execution and delivery hereof, the Closing Date and any investigation or audit conducted by any party hereto at any time, whether before or after the execution and delivery of this Agreement or the Closing Date, in accordance with their terms or if no end date is provided, forever.

Section 10.2 Indemnification.

(a) [redacted]

(b) [redacted]

(c) Indemnification by Buyer. Buyer will indemnify, defend and hold the Sellers and each of their respective and heirs, representatives, successors, assigns and Affiliates ("Seller Indemnified Persons") harmless from and against, and will reimburse the Seller Indemnified Persons for, any and all Losses incurred, suffered or paid, directly or indirectly, as a result of or arising by reason of, or resulting from (i) any breach of or inaccuracy in any of Buyer's and/or Buyer Guarantor's representations or warranties made by such Person contained in this Agreement or (ii) any breach by Buyer and/or Buyer Guarantor of any covenant or agreement of such Person contained in this Agreement.

(d) Third Party Claims.

(i) If a claim, matter, action, suit or proceeding by a third party (a "Third Party Claim") is made against any Person entitled to indemnification or reimbursement pursuant to Article X (an "Indemnified Person"), and if such Indemnified Person intends to seek indemnity or reimbursement with respect thereto under this Article X, such Indemnified Person shall promptly provide written notice to the party obligated to indemnify such Indemnified Person (such notified party, the "Indemnifying Person") of

such claims; provided, that the failure to so notify shall not relieve the Indemnifying Person of its obligations hereunder, except to the extent that the Indemnifying Person is actually and materially prejudiced thereby. Such notice shall reasonably identify the basis (to the extent known to the Indemnified Person) under which indemnification or reimbursement is sought pursuant to Section 10.2. The Indemnifying Person shall have fifteen (15) business days after receipt of such notice to assume the conduct and control of the Third Party Claim, through counsel of its choosing and reasonably acceptable to the Indemnified Person at the expense of the Indemnifying Person so long as (a) the Indemnifying Person gives written notice to the Indemnified Person within such fifteen (15) day period that the Indemnifying Person will indemnify the Indemnified Person from and against such Losses (subject to the limitations set forth in this Article X) the Indemnified Person may suffer resulting from or arising out of the Third Party Claim, (b) the Indemnifying Person provides the Indemnified Person with evidence reasonably acceptable to the Indemnified Person that the Indemnifying Person will have adequate financial resources to defend against the Third Party Claim and fulfill its indemnification obligations hereunder, (c) the Third Party Claim involves only money damages and does not seek an injunction or other equitable relief against the Indemnified Person or any Acquired Company, (d) the Indemnified Person does not reasonably believe that such Third Party Claim could negatively impact any Acquired Company's relationship with a Payor, (e) the Indemnified Person has not been advised by counsel that an actual conflict exists between the Indemnified Person and the Indemnifying Person in connection with the defense of the Third Party Claim, (f) the Third Party Claim does not relate to or otherwise arise in connection with Taxes, material violations of Law or any criminal or material regulatory enforcement action, and (g) the Indemnifying Person conducts the defense of the Third Party Claim actively and diligently (the foregoing conditions to such assumption of defense, collectively, the "Assumption Conditions"). Notwithstanding the foregoing, the Indemnified Party may, at its sole cost and expense, file during the notice period any motion, answer or other pleadings that the Indemnified Party may deem necessary or appropriate to protect its interests or those of the Indemnifying Party and which is not materially prejudicial, in the reasonable judgment of the Indemnified Party, to the Indemnifying Party. The Indemnified Person may participate in the defense of any such Third Party Claim the defense of which has been assumed by the Indemnifying Person through counsel chosen by such Indemnified Person, provided, that the fees and expenses of such counsel shall be borne by such Indemnified Person; provided, further however, that the Indemnifying Person will pay the fees and expenses of separate counsel retained by the Indemnified Person that are incurred prior to the Indemnifying Person's assumption of control of the defense of the Third Party Claim so long as the Indemnified Person complied with its notice obligations set forth in this Section 10.2(d). The Indemnifying Person will not consent to the entry of any judgment or enter into any compromise or settlement with respect to the Third Party Claim without the prior written consent of the Indemnified Person (not to be unreasonably withheld, conditioned or delayed), unless such judgment, compromise or settlement (i) provides for the payment by the Indemnifying Person of money as sole relief for the claimant, (ii) results in the full and general release of all Buyer Indemnified Persons or Seller Indemnified Persons, as applicable, from all Losses arising or relating to, or in connection with, the Third Party Claim and (iii) involves no finding or admission of any wrongdoing, violation of Law or the rights of any Person and has no effect on any other claims that may be made against the Indemnified Person. If (A) the Indemnifying Person does not notify the Indemnified Person that it elects to undertake the defense thereof or does not deliver the evidence contemplated by clause (b) above within fifteen (15) business days after the Indemnified Person has delivered notice of the Third Party Claim, or (B) any of the Assumption Conditions ceases to be met at any time, the Indemnified Person shall have the right to defend, contest, settle or compromise the claim in any manner it may deem appropriate, provided that the Indemnifying Person may participate in the defense with its own counsel; provided that the Indemnified Person will not consent to the entry of any judgment or enter into any compromise or settlement with respect to such Third Party Claim without the prior written consent of the Indemnifying Person (such consent not to be unreasonably withheld, conditioned or delayed); provided, further, however, that if the Indemnified Person receives a firm offer to settle or compromise a Third Party Claim (that the Indemnifying Person was entitled to defend but elected not to defend) for which the Indemnifying Person's consent is required pursuant to this Section, the Indemnified Person desires to accept

such offer to settle or compromise, and after receiving fifteen (15) days' prior written notice, the Indemnifying Person does not consent in writing to such firm offer, then the Indemnified Person may continue to contest or defend such Third Party Claim, in which case any indemnification obligation of the Indemnifying Person with respect to any Losses arising from or relating to such Third Party Claim shall not be subject to the Cap. In the event that the Indemnified Person conducts the defense of the Third Party Claim pursuant to this Section 10.2(d)(i), the Indemnifying Person will (1) advance the Indemnified Person promptly and periodically for the costs of defending against the Third Party Claim (including attorneys' fees and expenses) and (2) remain responsible for any and all other Losses that the Indemnified Person may incur or suffer resulting from, arising out of, relating to, in the nature of or caused by the Third Party Claim to the fullest extent provided in, but subject to the limitations set forth in, this Article X.

(ii) The Indemnifying Person and the Indemnified Person shall cooperate in the defense or prosecution of any Third Party Claim in respect of which indemnity or reimbursement may be sought hereunder and shall furnish such records, information and testimony, and attend such conferences, discovery proceedings, hearings, trials and appeals, as may be reasonably requested in connection therewith.

(iii) With respect to Section 10.2(d), (A) the Sellers' Representative may, in its discretion, take (or omit to take) all actions on behalf of the Sellers or any of them, (B) no Seller shall take (or omit to take) any action without the prior written consent of the Sellers' Representative and (C) no Seller shall take (or omit to take) any action inconsistent with that of the Sellers' Representative. To the extent that any notice must be delivered to or by any Seller pursuant to this Section 10.2(d), such notice shall be delivered to or by the Sellers' Representative.

(iv) Each Indemnified Person shall take all commercially reasonable steps to mitigate any Losses upon becoming aware of any event or circumstance that could be reasonably expected to, or does, give rise to Losses of such Indemnified Person. Without limiting the foregoing, the Indemnified Person shall use commercially reasonable efforts to recover under insurance policies and indemnity, contribution or other similar agreements for any Losses for which an Indemnifying Party would otherwise be responsible. The amount of any Losses subject to indemnification by an Indemnifying Person hereunder will be calculated net of any amounts recovered by Indemnified Persons under insurance policies and any indemnity, contribution or other similar payment received by the Indemnified Person and net of any Tax Benefit (as defined below) arising from the incurrence or payment of such Loss that is actually obtained, utilized or realized by the Indemnified Person or its Affiliates or direct or indirect owners during a Tax period (or portions thereof) beginning after Closing during the tax year of the applicable indemnity claim, and to the extent that an Indemnifying Party indemnifies an Indemnified Person and the Indemnified Person thereafter receives such insurance proceeds or indemnity, contribution or other similar payments from a third party, the Indemnified Person shall promptly reimburse the Indemnifying Person the amount of such insurance proceeds or indemnity, contribution or similar payment; provided, however, that the Indemnified Person's costs and expenses of such recovery, including all deductibles, co-pays, incremental or retroactive premium adjustments and out-of-pocket expenses, will constitute Losses. For purposes hereof, "Tax Benefit" shall mean any refund of Taxes paid or reduction in the amount of Taxes which otherwise would have been paid as a result of the Loss, in each case computed using the actual applicable tax rates, and treating the applicable Tax item as the last item to be used by the Indemnified Person (or its Affiliates or direct or indirect owners).

(v) [redacted]

[redacted]

(e) Certain Limitations. Following Closing:

(i) the Sellers shall not be liable to Buyer Indemnified Persons under Section 10.2(a)(i) for any breach of or inaccuracy in any of the representations or warranties set forth in Article III (other than Fundamental Representations) unless the aggregate Losses incurred by the Buyer Indemnified Persons exceed [redacted] (the "Basket"), and then the Sellers shall be jointly and severally liable to the Buyer Indemnified Persons for the full amount of all Losses from the first dollar, including Losses needed to meet the Basket; provided, however, no claims for which the aggregate amount of Losses of the Buyer Indemnified Persons arising from such claims is less than [redacted] (the "Mini Basket") shall be included in determining whether the Basket has been met; provided further, however, that once the Basket is met, all Losses (including Losses that are less than the Mini Basket) shall be recoverable by the Buyer Indemnified Persons;

(ii) Buyer shall not be liable to the Seller Indemnified Persons under Section 10.2(c)(i) for any breach of or inaccuracy in any of Buyer's representations or warranties (other than Fundamental Representations) unless the aggregate Losses incurred by the Seller Indemnified Persons exceed the Basket, and then Buyer shall be liable for the full amount of all Losses from the first dollar, including Losses needed to meet the Basket; provided, however, no claims for which the aggregate amount of Losses of the Seller Indemnified Persons arising from such claims is less than the Mini Basket shall be included in determining whether the Basket has been met; provided further, however, that once the Basket is met, all Losses (including Losses that are less than the Mini Basket) shall be recoverable by the Seller Indemnified Persons;

(iii) the aggregate amount required to be paid by the Sellers pursuant to Section 10.2(a)(i) (other than with respect to breaches of Fundamental Representations), Section 10.2(a)(iv) and Section 10.2(b)(i) (other than with respect to breaches of the Fundamental Representations) shall not exceed [redacted] (the "Cap");

(iv) the aggregate amount required to be paid by Buyer pursuant to Section 10.2(c)(i) (other than with respect to breaches of Fundamental Representations) shall not exceed the Cap;

(v) in no event will any Seller be liable under this Article X for any Losses in excess of the cash proceeds or value of the Issued Units actually received by such Seller;

[redacted]

(vii) notwithstanding anything to the contrary contained herein, no Buyer Indemnified Person shall be entitled to any indemnification or Losses hereunder for any amounts included as Final Closing Debt, Final Sellers' Closing Expenses or as a Liability in Final Net Working Capital; and

(viii) notwithstanding anything to the contrary contained herein, the limitations set forth in this Section 10.2(e)(i)-(iv) shall not apply to Losses arising out of or resulting from (I)

intentional fraud, (II) for purposes of clarity, the items set forth in Section 10.2(a)(ii), (iii), (v) and (vi), Section 10.2(b)(ii) – (iii), or Section 10.2(c)(ii) or (III) a breach of the Fundamental Representations.

(f) Knowledge and Investigation. The right of any Indemnified Person to indemnification pursuant to this Article X will not be affected by any investigation conducted or knowledge acquired (or capable of being acquired) at any time, whether before or after the execution and delivery of this Agreement or the Closing, with respect to the accuracy of any representation or warranty, performance of or compliance with any covenant or agreement referred to herein. The investigations and inquiries made by or on behalf of Buyer and the information, materials and documents supplied to Buyer or its representatives in connection with their review of the Acquired Companies and the Business were intended to provide Buyer with the comfort necessary for it to enter into this Agreement but shall not (and were not intended to) limit or affect the representations and warranties of the Sellers or relieve the Sellers from any of their respective obligations and liabilities in respect thereof.

(g) No Right of Contribution. The Sellers shall not have any right of contribution against any Acquired Company with respect to any breach by the Sellers (or the Sellers and, prior to the Closing, the Company) of any of their representations, warranties, covenants or agreements.

(i) Materiality. Notwithstanding anything contained herein to the contrary, for purposes of determining whether there has been a breach and the amount of any Losses that are the subject

matter of a claim for indemnification or reimbursement hereunder, each representation and warranty in this Agreement and schedules and exhibits hereto shall be read without regard and without giving effect to any "Materiality Qualifier" contained in such representation or warranty which has the effect of making such representation and warranty less likely to be breached (as if such word or words were deleted from such representation and warranty).

(j) Exclusive Remedy. From and after the Closing Date, Buyer acknowledges and agrees that the sole and exclusive remedy and recourse of Buyer Indemnified Persons for any matter or claim arising out of this Agreement, the subject matter hereof or the transactions contemplated hereby (including any claim for breach of contract, misrepresentation or breach of warranty and breach of covenant or other agreement) shall be as provided by this Article X, except with respect to claims for intentional fraud, intentional misrepresentation or actions for specific performance, injunctive relief or equitable remedies, in which event the liability limitation set forth in Section 10.2(e)(v) shall still apply. In furtherance of the foregoing, no Buyer Indemnified Person may avoid the limitations on liability set forth in this Article X by seeking damages for breach of contract, tort or pursuant to any other theory of liability, and Buyer hereby waives, from and after the Closing, to the fullest extent permitted under any applicable Law, all other rights, claims and causes of action it may have against Sellers relating (directly or indirectly) to the subject matter of this Agreement arising under or based upon such Laws or theories in all cases, except with respect to claims for intentional fraud, intentional misrepresentation or actions for specific performance, injunctive relief or equitable remedies (which shall remain subject to the liability limitation set forth in Section 10.2(e)(v)).

(k) Tax Treatment. Unless otherwise required by applicable Law, all indemnification payments will constitute adjustments to the Purchase Price for all Tax purposes, and no party will take any position inconsistent with such characterization.

ARTICLE XI
COVENANTS.

Section 11.1 Tax Matters.

(a) Transfer Taxes. The Sellers shall jointly and severally indemnify Buyer for any Taxes resulting from or payable in connection with the transfer of the Purchased Units and North Star Units pursuant to this Agreement, regardless of the Person on whom such Taxes are imposed by Law. All transfer, documentary, sales, use, stamp, registration, real property gains or transfer, excise, stock transfer, economic interest and other similar Taxes and fees (including any penalties and interest) incurred in connection with this Agreement (collectively, "Transfer Taxes") shall be paid by the Sellers jointly and severally when due, and the Sellers will, at their expense, file all necessary Tax Returns and other documentation with respect to all Transfer Taxes, and, if required by applicable law, Buyer will, and will cause its Affiliates to, join in the execution of any of those Tax Returns and other documentation.

(b) Straddle Tax Periods. For purposes of this Agreement, Tax liabilities with respect to a Tax period which begins on or before and ends after the Closing Date ("Straddle Tax Periods") shall be apportioned between the portion of such period ending on the Closing Date and the portion beginning on the day after the Closing Date. The portion of any Taxes for any Straddle Tax Period allocable to the Pre-Closing Tax Period shall be determined as follows: (i) in the case of any real and personal property Taxes and franchise Taxes not based on gross or net income, based on the total amount of such Taxes for the relevant Straddle Tax Period multiplied by a fraction, the numerator of which shall be the number of days in such Straddle Tax Period through the Closing Date and the denominator of which shall be the total number of days in such Straddle Tax Period; and (ii) in the case of any Taxes other than those described in clause (i), as if such taxable period ended at the close of the Closing Date; provided, however, that for

purposes of this clause (ii), (A) any transactions outside the Ordinary Course of Business of the Company following the Closing on the Closing Date shall be allocable to the portion of the Straddle Tax Period following the Closing Date and (B) any item determined on an annual or periodic basis (including amortization and depreciation deductions) shall be allocated to the portion of the Straddle Tax Period ending on the Closing Date based on the relative number of days in such portion of the Straddle Tax Period as compared to the number of days in the entire Straddle Tax Period

(c) Transaction Tax Deductions. The parties hereto agree that, to the extent allowed by applicable Law, any deductions against Tax liability arising from Sellers' Closing Expenses taken into account in the Cash Purchase Price, shall be allocated to and reported on Tax Returns for Pre-Closing Tax Periods, or for a Straddle Tax Period the portion of the taxable period that ends on the Closing Date.

(d) Responsibility for Filing Tax Returns. The Sellers shall prepare or cause to be prepared and file or cause to be filed all income Tax Returns required to be filed by or with respect to the Acquired Companies for all Tax periods ending on or before the Closing Date which have not been filed as of the Closing Date. In order to facilitate preparation of such Tax Returns, Buyer shall, within a reasonable period of time after the Sellers' written request, provide the Sellers with such information as the Sellers shall identify that is reasonably necessary for preparing such Tax Returns. The Sellers shall provide each such Tax Return to Buyer at least fifteen (15) days prior to the due date (including extensions) thereof, and shall reflect any reasonable comments of Buyer thereto. Buyer shall prepare or cause to be prepared and file or cause to be filed all Tax Returns required to be filed by or with respect to the Acquired Companies for all periods other than those described in the first sentence of this Section 11.1(d). Buyer shall provide each such Tax Return for a Pre-Closing Tax Period to the Sellers at least fifteen (15) days prior to the due date (including extensions) thereof, and shall reflect any reasonable comments of the Sellers thereto. In order to facilitate preparation of such Tax Returns, the Sellers shall, within a reasonable period of time after Buyer's written request, provide Buyer with such information as Buyer shall identify that is reasonably necessary for preparing such Tax Returns. Buyer shall not file any amended Tax Return with respect to the Acquired Companies for ay Pre-Closing Tax Period that could increase the liability of the Sellers for Taxes without the written consent of the Sellers.

(e) Tax Claims. If any Governmental Entity issues to any of the Acquired Companies or any of its Affiliates a written notice of its intent to audit, examine, investigate or conduct another action with respect to income Taxes or income Tax Returns of the Acquired Companies for any period ending on or prior to the Closing (a "Tax Claim"), the Buyer will notify the Sellers of its receipt of such communication from the Governmental Entity within fifteen (15) days after receiving such notice of deficiency, reassessment, adjustment or assertion of claim or demand. The Sellers, at the sole cost and expense of the Sellers, will have the right to assume the defense, compromise or settlement of and control of any examination, investigation, audit, or other action in respect of any Tax Claim (a "Tax Contest"). For the avoidance of doubt, if the Sellers elects to control a Tax Contest pursuant to this paragraph, the Buyer will, or will cause the Company, to execute any relevant powers of attorney or similar forms so that the Sellers and their counsel may control such contest and communicate directly with the relevant Tax authority. The party that controls the defense, compromise or settlement of a Tax Contest shall keep the other party informed of material developments and events relating to such Tax Contest, and the party that does not control the defense shall be entitled to participate in the defense in all material respects with counsel of its choice at its own expense. The controlling party will not compromise or settle any Tax Contest without the prior written consent of the non-controlling party, which consent shall not be unreasonably withheld, conditioned or delayed. The provisions of this Section 11.1(e), rather than those of Section 10.2(d), shall apply in the case of any Tax Contest.

(f) 754 Election. If not already in place, Buyer and Sellers agree to cause the Company to make an election under Section 754 of the Code effective for the taxable period that includes the Closing Date.

(g) Cooperation. In connection with the preparation of Tax Returns and audit examinations relating to the Acquired Companies by any Governmental Entity or administrative or judicial proceedings resulting therefrom, the Sellers and Buyer will cooperate fully with one another, including, but not limited to, the furnishing or making available on a timely basis of records, personnel (as reasonably required), books of account, powers of attorney or other materials necessary or helpful for the preparation of Tax Returns, the conduct of audit examinations or the defense of claims by taxing authorities as to the imposition of Taxes.

(h) Sellers' Representative's Consent. Without the written consent of the Sellers' Representative, Buyer and the Acquired Companies shall not (A) extend or waive, or cause to be extended or waived, any statute of limitations or other period for the assessment of any Tax or deficiency related to a Pre-Closing Tax Period, (B) make or change any Tax election or accounting method or practice that has retroactive effect to any Pre-Closing Tax Period, (C) take any action on the Closing Date with respect to the Acquired Companies other than in the ordinary course of business consistent with the past custom and practice, to the extent any such action described in (A)-(C) would increase the liability of Sellers with respect to Taxes under this Agreement or otherwise.

(i) Refunds and Credits. Except to the extent that any refund or credit is attributable to the carryback of a Tax attribute attributable to a Tax period other than a Pre-Closing Tax Period or taken into account in the Cash Purchase Price, any refunds or credits of Taxes actually realized by the Acquired Companies plus any interest received with respect thereto (net of any Taxes imposed on such interest and any other out of pocket expenses or costs incurred in seeking or obtaining such Tax refund or credit) from the applicable Governmental Entity for any Pre-Closing Tax Period (including refunds or credits arising by reason of amended Tax Returns filed after the Closing Date), as allocated pursuant to Section 11.1(b), shall be for the account of the Sellers, and shall be paid by Buyer to Sellers' Representative within 10 days after Buyer or the Acquired Companies receive such refund in cash or after the relevant Tax Return or amended Tax Return is filed in which a credit is applied against Buyer's or the Acquired Companies' liability for Taxes. If any refunds or credits or any related interest previously paid to the Sellers pursuant to this Section 11.1(i) is required to be repaid to a Governmental Entity or is subsequently disallowed by a Governmental Entity, the Sellers shall be required to promptly repay to Buyer such previously paid amounts, together with any and all interest, penalties, and other additional amounts imposed with respect thereto.

(j) Purchase Price Allocation. Within thirty (30) days of the final determination of the Cash Purchase Price pursuant to Section 1.4, the Buyer shall deliver to Sellers' Representative an allocation of the Cash Purchase Price (and the relevant liabilities of the Company and Affinity GA and any other relevant items) among the assets of the Company in accordance with the Sections 338, 1060, 751 and 755 of the Code and the applicable Treasury Regulations thereunder ("Proposed Purchase Price Allocation"). If the Sellers' Representative disagrees with the Proposed Purchase Price Allocation and provides written notice of such disagreement to the Buyer within thirty (30) days after receipt of such Proposed Purchase Price Allocation, the disagreement, if it cannot be resolved by the parties, shall be submitted, no later than thirty (30) days after the end of such thirty (30)-day period, to the CPA Firm in accordance with the procedure set forth in Section 1.4(d). The allocation agreed upon by the parties or the CPA Firm, or, if no notice of the Sellers' Representative's disagreement is provided to the Buyer, the allocation set forth in the Proposed Purchase Price Allocation, shall be the "Purchase Price Allocation." The parties hereto agree that such amounts will be adjusted in accordance with Section 1060 of the Code and the Treasury Regulations promulgated thereunder as a result of any adjustments to the Purchase Price

pursuant to Article II hereof or any other provision of this Agreement (such valuation, the "Agreed Asset Valuation"). If there is an adjustment to the Purchase Price following the determination of the Purchase Price Allocation, the Buyer shall prepare a statement setting forth a revised allocation, adjusted to take into account such adjustment to the Purchase Price (the "Revised Purchase Price Allocation") and shall submit such Revised Purchase Price Allocation to the Sellers' Representative within thirty (30) days of the occurrence of the event resulting in the adjustment to the Purchase Price. Any dispute or disagreement between the Buyer and the Sellers' Representative regarding such Revised Purchase Price Allocation shall be resolved in accordance with the procedures and timing requirements set forth above regarding the Proposed Purchase Price Allocation. Buyer and the Sellers shall file all Tax Returns consistently with the Purchase Price Allocation and shall not take any position during the course of any audit or other proceeding relating to Taxes that is inconsistent with the Purchase Price Allocation, unless required by a final determination of an applicable Governmental Entity.

Section 11.2 Non-Competition; Non-Solicitation; Non-Disparagement.

(a) Covenants. In consideration of the purchase of the Purchased Units and issuance of the Issued Units by Buyer and other promises contained herein, subject to Section 11.2(b) below, each Seller agrees that from the Closing Date until the fifth (5^{th}) anniversary thereof (the "Restricted Period"), the Sellers will not directly or indirectly through an Affiliate or otherwise engage in the following without the prior written consent of Buyer:

(i) Non-Competition. own, manage or control, or become engaged or serve as a shareholder, bondholder, creditor, officer, director, manager, partner, member, employee, agent, consultant, advisor, contractor, or representative of, or give financial, technical or other assistance to, otherwise invest or have a financial interest in, or in exchange for compensation provide services for any Person that is competitive with any Acquired Company with respect to any part of the Business anywhere in the Territory;

(ii) Non-Solicitation of and Non-Interference With Business Relationships; Physicians. (I) solicit or induce, or attempt to solicit or induce, any Person that is or was a Payor, patient, customer, vendor or other business relation of any Acquired Company to cease doing business with any Acquired Company, or in any way interfere with the relationship between any such Payor, patient, customer, vendor or business relation, on the one hand, and any Acquired Company, on the other hand, (II) within the Territory, solicit any business with respect to the Business from any Payor, patient, current or former customer, vendor or other business relation of any Acquired Company, or (III) solicit or induce or attempt to solicit or induce, any Person that is or was a physician doing business with any Acquired Company to terminate, reduce or cease doing business with any Acquired Company;

(iii) Non-Solicitation of Employees. solicit or induce, or attempt to solicit or induce, any employee, consultant or representative of any Acquired Company to leave his or her employment, consultancy or representative relationship with any Acquired Company or in any way interfere with the relationship between any Acquired Company, on the one hand, and any employee, consultant or representative, on the other hand, or hire any Person who is an employee, consultant or representative of any Acquired Company;

(iv) Non-Disclosure. in any fashion, form or manner (except in connection with performing services for the Acquired Companies in the ordinary course of business) (I) use, disclose, communicate or provide or permit access to any Person, or (II) remove from any Acquired Company's, Buyer's or any of their Affiliates' premises any notes or records, relating to any confidential, proprietary or secret information of any Acquired Company, Buyer or any of their Affiliates (including the identity of Payors, patients, customers, vendors and others with whom any Acquired Company, Buyer or any of their

Affiliates does business; any Acquired Company's, Buyer's or any of their Affiliates' marketing methods, strategies and related information; contract terms, pricing, margin or cost information or other information regarding the relationship between any Acquired Company, Buyer or any of their Affiliates and the Payors or any other Persons with which they have contracted; the Acquired Company's, Buyer's or any of their Affiliates' services, products, software, technology, developments, improvements and methods of operation; any Acquired Company's, Buyer's or any of their Affiliates' results of operations, financial condition, projected financial performance, sales and profit performance and financial requirements; the identity of and compensation paid to any Acquired Company's, Buyer's or any of their Affiliates' employees, physicians, clinicians, nurses and consultants; any Acquired Company's, Buyer's or any of their Affiliates' business plans, models or strategies and the information contained therein; any Acquired Company's, Buyer's or any of their Affiliates' sources, leads or methods of obtaining new business; and all other confidential information of, about or concerning the Business); or

(v) Non-Disparagement. in any fashion, form or manner make any negative, derogatory or disparaging statements or communications regarding Buyer, any Acquired Company, their subsidiaries, the Payors, their respective Affiliates or employees, physicians, clinicians, nurses, patients or their respective businesses.

(b) Exclusions. Notwithstanding the foregoing, nothing in Section 11.2(a) shall prevent, preclude or otherwise restrict a Seller's or its Affiliates' direct or indirect (i) ownership, solely as an investment up to five percent (5%) of any class of "publicly-traded securities" of any company that engages in whole or in part in the Business or is competitive with any Acquired Company with respect to any part of the Business, (ii) engagement in any solicitation directed at the general public in publications and websites available to the general public or engagement of a recruiting firm that undertakes a general personnel search and not a targeted search (in each case to the extent that such solicitation or search does not target the Acquired Companies) or any solicitation or hiring resulting therefrom; or (iii) any of the activities set forth on Schedule 11.2(b). For purposes of this Section 11.2(b), "publicly-traded securities" means securities that are traded on a national securities exchange.

(c) Sellers' Acknowledgements. The provisions of this Section 11.2 will continue whether or not any Seller is employed by any Acquired Company, Buyer or any of their Affiliates. The Sellers recognize the importance of the covenants contained in this Section 11.2 and acknowledge that, based on their past experience and the Business, the restrictions imposed herein are: (A) reasonable as to scope, time and area; (B) necessary for the protection of Buyer's legitimate business interests, including the trade secrets, goodwill, and relationships with Payors, patients, physicians, clinicians, nurses, employees, consultants, customers and suppliers on which Buyer has relied in entering into this Agreement; and (C) not unduly restrictive of any rights of the Sellers. The Sellers acknowledge and agree that the covenants contained in this Section 11.2 are essential elements of this Agreement and that but for these covenants Buyer would not have agreed to purchase the Purchased Units, issue the Issued Units to Rollover Seller or carry out any of the other transactions contemplated hereby or by the Seller Contracts. The existence of any claim or cause of action against Buyer, any Acquired Company or any of their Affiliates by the Sellers, whether predicated on Buyer's breach of this Agreement or breach of any Seller Contract or otherwise, shall not constitute a defense to the enforcement by Buyer of the covenants contained in this Section 11.2. The Sellers represent and warrant that the Business has been conducted throughout the Territory, that they provide services to the Acquired Companies throughout the Territory, that the restrictions contained within this Section 11.2 are reasonable and necessary to protect the goodwill of the Business being purchased by Buyer, and that the Sellers shall not challenge the enforceability or reasonableness of these restrictive covenants. Notwithstanding the fact that Buyer and the Sellers have allocated the Purchase Price among the Purchased Units, the North Star Units and the covenants set forth in this Section 11.2 the parties agree that such allocations are not an agreement of the Losses that would be incurred by the Buyer Indemnified Persons if the Sellers breach any of their respective representations,

warranties or covenants set forth herein. Each of the parties agrees that at no time will such party argue or in any way assert in any action that the respective allocations among the Purchased Units, the North Star Units and the covenants set forth in this Section 11.2 reflect the parties' agreement of the measure of Losses that would result from any breach of this Agreement.

(d) Severability. If any covenant contained in this Section 11.2, or any part thereof, is hereafter construed to be invalid or unenforceable, the same shall not affect the remainder of the covenants, which shall be given full effect, without regard to the invalid portions, and any court having jurisdiction shall have the power to reduce the duration, scope and/or area of such covenant and, in its reduced form, said covenant shall then be enforceable. The parties intend that the covenants under Section 11.2(a) shall be deemed to be a series of separate covenants, one (1) for each and every county in each and every state within the Territory.

(e) Remedies. The parties recognize that the performance by the Sellers of their respective obligations under this Agreement are special, unique and extraordinary in character, and that if the Sellers breach or threaten to breach the terms and conditions of this Agreement, Buyer will suffer irreparable injury for which no adequate remedy at Law exists. Accordingly, in the event of such breach or threatened breach, Buyer will be entitled to specific performance of this Agreement by the Sellers or to enjoin the Sellers from breaching or attempting to breach this Agreement. This remedy is in addition to and not in lieu of the remedies available to Buyer under Article X and Article XII of this Agreement and Buyer may institute an action against the Sellers to obtain injunctive and/or declaratory relief while pursuing claims for damages based on the same set of facts in the jurisdiction specified in Section 12.8. The Sellers agree that Buyer may seek and obtain injunctive or declaratory relief without the necessity of posting any bond and that the Sellers waive any claim or right to the posting of any such bond. The protections contained within this Section 11.2 are in addition to, and not in lieu of, all protections afforded by applicable state and federal law, including those relating to protection of trade secrets and protection of computer systems and electronic information. Buyer's election to institute an action against the Sellers in a court of its choosing under this Section 11.2(e) shall not constitute a waiver of Buyer's rights under Article X or Article XII of this Agreement.

Section 11.3 Further Assurances. The parties shall execute and deliver all such other instruments and take all such other action as any party may reasonably request from time to time in order to effectuate the transactions provided for herein. The parties shall cooperate with each other and with their respective counsel and accountants in connection with any steps to be taken as a part of their respective obligations under this Agreement.

Section 11.4 D&O Insurance. For a period of six (6) years after the Closing, Buyer shall cause the Acquired Companies, at the Sellers' sole cost and expense, to purchase and maintain "tail" officers', managers' and directors' liability insurance covering the Persons who are presently covered by their officers', managers' and directors' liability insurance policies with respect to actions and omissions occurring prior to the Closing Date, providing coverage from insurance carriers with no less than the same credit ratings as the Acquired Companies' current insurance carrier with respect to officers', managers' and directors' liability insurance and fiduciary duty insurance and not less favorable than provided by such insurance in effect as of the Closing.

ARTICLE XII
GENERAL PROVISIONS.

Section 12.1 Expenses. Except as otherwise provided herein, the parties will pay all of their own expenses relating to the consummation of the transactions contemplated by this Agreement, including the fees and expenses of their respective counsel, brokers and financial advisers.

Section 12.2 Brokers and Finders. Each party hereto represents and warrants to the others that it has not employed or retained any broker or finder in connection with the transactions contemplated by this Agreement nor has it had any dealings with any Person which may entitle that Person to a fee or commission from any other party hereto. Each of the parties shall indemnify and hold the other harmless for, from and against any claim, demand or damages whatsoever by virtue of any arrangement or commitment made by it with or to any Person that may entitle such Person to any fee or commission from the other parties to this Agreement. This provision shall survive the Closing.

Section 12.3 Notices. All notices, requests, demands and other communications required or permitted under this Agreement shall be in writing and shall be deemed to have been duly given, made and received when delivered against receipt or upon actual receipt of registered or certified mail, postage prepaid, return receipt requested, addressed as set forth on the signature pages hereto. If notice is given to the Company, any Seller or Sellers' Representative, a copy shall also be provided to [redacted] Any party may alter the address to which communications or copies are to be sent by giving notice of such change of address in conformity with the provisions of this paragraph for the giving of notice.

Section 12.4 Publicity and Confidentiality. No party shall issue any press release or make any other public statement relating to, connected with or arising out of this Agreement or the transactions contemplated herein, including the existence and terms of this Agreement. Each party will keep all non-public information disclosed pursuant to this Agreement confidential and will not disclose such information for any purpose or to any Person not related to the consummation and performance of this Agreement, other than to advisors and other representatives with a need to know; provided, however, that the provisions of this Section 12.4 will not prohibit (i) any disclosure required by any applicable Law, including any disclosure necessary or desirable to provide proper disclosure under securities Laws or under any rules or regulations of any securities exchange on which the securities of such party may be listed or traded (in which case the disclosing party will provide the other parties with the opportunity to review in advance the disclosure), (ii) any disclosure made in connection with the enforcement of any right or remedy relating to this Agreement, or (iii) disclosure of information which is in the public domain or which is otherwise known generally through no act or omission of the disclosing party or its representatives. Notwithstanding anything herein to the contrary, Buyer and its Affiliates shall not be prohibited from disclosure of their investment in the Acquired Companies to their investors and prospective investors.

Section 12.5 Binding Nature of Agreement; Assignment. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns, except that no party may assign or transfer its or his rights or obligations under this Agreement without the prior written consent of the other parties hereto; provided, that Buyer may, without the consent of any other party, assign its rights or interests hereunder, in whole or in part, to any of its Affiliates, for collateral security purposes to any lender providing financing to Buyer or the Acquired Companies or to any third party acquiror of Buyer or the Acquired Companies. Except as set forth in Section 10.2 and Section 12.4, nothing in this Agreement is intended to confer any rights or benefits to any third party.

Section 12.6 Entire Agreement; Amendment. This Agreement, the Seller Contracts and the Buyer Contracts, together with the exhibits and schedules hereto and thereto, contain the entire agreement and understanding among the parties with respect to the subject matter hereof and thereof, and supersede all prior and contemporaneous agreements, understandings, inducements and conditions, express or implied, oral or written, of any nature whatsoever with respect to the subject matter hereof. This Agreement may not be modified or amended other than by an agreement in writing executed by Buyer and the Sellers.

Section 12.7 Controlling Law. This Agreement and all questions relating to its validity, interpretation, performance and enforcement, shall be governed by and construed, interpreted and enforced

in accordance with the laws of the State of Delaware, notwithstanding any conflict-of-law provisions to the contrary.

Section 12.8 Consent to Jurisdiction; Venue. Except as set forth in Section 11.2(e) and Section 1.4 of this Agreement, Buyer and the Sellers (i) irrevocably submit to the exclusive jurisdiction and venue of the federal courts of the State of Alabama located in Jefferson County in any action arising out of or in any way connected to this Agreement, (ii) agree that all claims in such action may be decided only in such courts, (iii) waive, to the fullest extent it may effectively do so, the defense of an inconvenient forum, and (iv) consent to the service of process by mail. A final judgment in any such action shall be conclusive and may be enforced in other jurisdictions. Each party agrees that for any lawsuit between or among the parties arising in whole or in part under or in connection with this Agreement, any Seller Contract or any Buyer Contract, such party will bring lawsuits only in the federal courts located in Jefferson County, Alabama. Each party further waives any claim and will not assert that venue should properly lie in any other location within the selected jurisdiction. NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT SUCH PARTY MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION (WHETHER IN LAW OR IN EQUITY, WHETHER IN CONTRACT OR IN TORT OR OTHERWISE) DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING IN ANY WAY TO THIS AGREEMENT.

Section 12.9 WAIVER OF JURY TRIAL. THE SELLERS AND BUYER KNOWINGLY, VOLUNTARILY, IRREVOCABLY, UNCONDITIONALLY AND INTENTIONALLY WAIVE THE RIGHT TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON, ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT, ANY SELLER CONTRACT OR ANY BUYER CONTRACT, OR ANY COURSE OF CONDUCT, COURSE OF DEALINGS, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ANY PERSON OR PARTY AND RELATED TO THIS AGREEMENT, ANY SELLER CONTRACT OR ANY BUYER CONTRACT; THIS IRREVOCABLE WAIVER OF THE RIGHT TO A JURY TRIAL BEING A MATERIAL INDUCEMENT FOR THE SELLERS AND BUYER TO ENTER INTO THIS AGREEMENT.

Section 12.10 Schedules and Exhibits. Subject to Section 12.20, all Schedules and Exhibits referred to herein or attached hereto are hereby incorporated by reference into, and made a part of, this Agreement.

Section 12.11 No Partnership. Nothing in this Agreement will be deemed to create a joint venture or partnership between the parties.

Section 12.12 Indulgences, Not Waivers. Neither the failure nor any delay on the part of a party to exercise any right, remedy, power or privilege under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power or privilege preclude any other or further exercise of the same or of any other right, remedy, power or privilege, nor shall any waiver of any right, remedy, power or privilege with respect to any occurrence be construed as a waiver of such right, remedy, power or privilege with respect to any other occurrence. No waiver shall be effective unless it is in writing and is signed by the party asserted to have granted such waiver.

Section 12.13 Execution. This Agreement, each Seller Contract and each Buyer Contract may be executed in counterparts, each of which shall be deemed to be an original as against any party whose signature appears thereon, and all of which shall together constitute one and the same instrument. This Agreement, each Seller Contract and each Buyer Contract shall become binding when one or more counterparts hereof or thereof, individually or taken together, shall bear the signatures of all of the parties

reflected hereon or thereon, respectively, as the signatories. The facsimile or email transmission of a signed signature page, by any party to the other(s), shall constitute valid execution and acceptance of this Agreement, any Seller Contract or any Buyer Contract by the signing/transmitting party.

Section 12.14 Provisions Separable. Any provision of this Agreement that is prohibited or unenforceable in any jurisdiction will, as to that jurisdiction, be ineffective to the extent of the prohibition or unenforceability without invalidating the remaining provisions of this Agreement and any prohibition or unenforceability in any jurisdiction will not invalidate or render unenforceable the provision in any other jurisdiction. To the maximum extent permitted by applicable Law, the parties to this Agreement waive any provision of Law that renders any provision of this Agreement prohibited or unenforceable in any respect.

Section 12.15 Company Assets. If the Sellers or any of their respective Affiliates owns any rights in any of the Acquired Companies' assets, the Sellers or Affiliate thereof shall transfer all of their rights, title and interest in such assets to such Acquired Company for no additional consideration, and shall execute and deliver such additional documents and instruments and take such other actions as such Acquired Company or Buyer shall reasonably request to give effect to the provisions of this Section 12.15.

Section 12.16 Construction. The parties hereto acknowledge that each party was represented by legal counsel (or had the opportunity to be represented by legal counsel) in connection with this Agreement and that each of them and his or its counsel has reviewed and revised this Agreement, or has had an opportunity to do so, and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any amendments or any exhibits or schedules hereto or thereto. The parties intend that each representation, warranty and covenant contained herein will have independent significance. Except as expressly provided herein, if any party has breached or violated, or if there is an inaccuracy in, any representation, warranty or covenant contained herein in any respect, the fact that there exists another representation, warranty or covenant relating to the same subject matter (regardless of the relative levels of specificity) which the party has not breached or violated, or in respect of which there is not an inaccuracy, will not detract from or mitigate the fact that the party has breached or violated, or there is an inaccuracy in, the first representation, warranty or covenant. Unless otherwise stated, accounting terms used and not expressly defined herein shall have the meanings given to them under GAAP.

Section 12.17 Introduction. By this reference the introduction to this Agreement is incorporated herein and made a part of this Agreement.

Section 12.18 Headings. The Section headings contained in this Agreement are inserted for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

Section 12.19 Interpretation. When a reference is made in this Agreement to a Section or Schedule, such reference shall be to the Section or Schedule to this Agreement unless otherwise specifically indicated. Whenever the words "include", "includes" or "including" are used in this Agreement, they shall be deemed to be followed by the words "without limitation". The term "or" has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or". The words "hereof", "herein" 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.

Section 12.20 Schedules; Listed Documents; etc. The disclosure schedules to be delivered by the Company and Sellers pursuant to Article III and Article IV of this Agreement shall be organized to correspond to the Section numbers used for the Company's and Sellers' representations and warranties in such Articles, and disclosures contained therein shall provide the information contemplated by, or otherwise qualify, the representations and warranties of the Company and Sellers set forth in the corresponding

Section or subsection of this Agreement; provided that any exception or qualification set forth in the any such disclosure schedule with respect to a particular representation or warranty contained in this Agreement shall be deemed to be an exception or qualification with respect to all other applicable representations and warranties contained in this Agreement to the extent the relevance of such disclosure to such other representations and warranties is reasonably apparent from the context of such disclosure. Nothing in such disclosure schedules shall broaden the scope of any representation or warranty contained in this Agreement or create any covenant. Matters reflected in such disclosure schedules do not represent a determination that such matters are material or establish a standard of materiality, do not and shall not represent a determination that any such matters did not arise in the ordinary and usual course of business, and shall not constitute, or be deemed to be, an admission to any third party concerning such matter or an admission of default or breach under any agreement or document.

Section 12.21 Sellers' Representative.

(a) Each of the Sellers irrevocably hereby constitutes and appoints Sellers' Representative as its, his or her true and lawful attorney-in-fact, agent and representative, with full power of substitution and re-substitution, for it, him or her and in its, his or her name, place and stead, in any and all capacities, to negotiate and sign all amendments to this Agreement, and all other documents in connection with the transactions contemplated hereby, including without limitation those instruments called for by this Agreement and all waivers, consents, instructions, authorizations and other actions called for, contemplated or that may otherwise be necessary or appropriate in connection with this Agreement or any of the foregoing agreements or instruments, granting unto the Sellers' Representative, full power and authority to do and perform each and every act and thing requisite and necessary to be done, as fully to all intents and purposes as he, she or it might or could do in person, hereby ratifying and confirming all that the Sellers' Representative, or its substitute or substitutes, may lawfully do or cause to be done by virtue hereof, including without limitation the power and authority to deliver and convey his, her or its Purchased Units or North Star Units, as applicable, in accordance with the terms hereof, to receive and give receipt for all consideration due him, her or it pursuant to this Agreement, to agree to, negotiate, enter into settlements and compromises of, and demand arbitration and comply with orders of courts and awards of arbitrators with respect to such claims, to agree to, negotiate, enter into and provide amendments, supplements and waivers, to receive all notices, requests and demands that may be made under and in respect of and pursuant to this Agreement. The Sellers' Representative shall receive no compensation for its services. Notices or communications to or from the Sellers' Representative shall constitute notice to or from each of the Sellers. Should the Sellers' Representative be unable or unwilling to serve or appoint his, her or its successor to serve in his, her or its stead, the Sellers may appoint a successor to serve in his, her or its stead. The Sellers' Representative shall be entitled to rely, and shall be fully protected in relying, upon (i) any statements or other information furnished to it by any Seller, (ii) any statements, other information or advice furnished to it by any advisor or counsel, and (iii) any other evidence reasonably deemed by the Sellers' Representative, in its sole discretion, to be reliable. The Sellers' Representative shall be entitled to retain counsel and other advisors (including accountants) and to incur such expenses as the Sellers' Representative deems to be necessary or appropriate in connection with its performance of its obligations under this Agreement, and all such fees and expenses incurred by the Sellers' Representatives shall be paid by the Sellers pro rata. The provisions of this Section 12.21(a) shall survive the termination of this Agreement.

(b) A decision, act, consent or instruction of the Sellers' Representative shall constitute a decision of all of the Sellers and shall be final, binding and conclusive upon each and every Seller, and Buyer may rely upon any decision, act, consent or instruction of the Sellers' Representative as being the decision, act, consent or instruction of each and every Seller.

(c) The Sellers' Representative executes a counterpart to this Agreement to agree to the terms of this Agreement applicable to the Sellers' Representative.

Section 12.22 Waiver of Certain Conflicts; Non-Assertion of Attorney-Client Privilege. Buyer hereby waives and agrees not to assert, and following the Closing agrees to cause each Acquired Company to waive and to not assert, any conflict of interest arising out of or relating to the representation, after the Closing Date (the "Post-Closing Representation"), of the Sellers' Representative, any Seller or any current or former manager, member, director, officer or employee of an Acquired Company (any such Person, a "Designated Person") in any matter involving or relating to, or arising out of, this Agreement or any other agreements or transactions contemplated hereby, by [redacted] (the "Current Representation"). Buyer further hereby waives and agrees to not assert, and following the Closing agrees to cause each Acquired Company to waive and to not assert, any attorney-client privilege with respect to any communication between any such legal counsel and any Designated Person related to the Current Representation in connection with any Post-Closing Representation, including in connection with a dispute with Buyer, and after the Closing Date, with an Acquired Company, it being the intention of the parties hereto that all such rights to such attorney-client privilege and to control such attorney-client privilege related to the Current Representation shall be retained by such Designated Persons. Buyer shall not, without the Sellers' Representative's prior written consent, have access to such communications or to the files of [redacted] relating to the Current Representation whether or not the Closing shall have occurred.

Section 12.23 Buyer Guarantor Guarantee.

(a) Buyer Guarantor hereby unconditionally and irrevocably guarantees to the Sellers, as a primary obligor and not merely a surety to the Sellers: (i) the due and punctual payment by Buyer of the Cash Purchase Price to the Non-Rollover Sellers at Closing in accordance with this Agreement; (ii) the issuance of the Issued Units to the Rollover Seller at Closing in accordance with this Agreement; and (iii) the due and punctual performance by Buyer of each of its covenants, agreements and obligations under this Agreement (the "Guaranteed Obligations"). The liability of Buyer Guarantor as aforesaid shall not be released or diminished by any arrangements or alterations of terms (whether of this Agreement, any other instruments and documents delivered or to be delivered by Buyer in connection with the transactions contemplated by this Agreement, or otherwise) or any forbearance, neglect or delay in seeking performance of the obligations hereby imposed or any granting of time for such performance.

(b) Notwithstanding anything to the contrary contained in this Section 12.23, any and all of Buyer Guarantor's obligations under this Section 12.23 shall automatically terminate at Closing.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have executed or caused to be executed by a duly authorized representative and delivered this Agreement as of the date first above written.

BUYER:

AFFINITY HOSPICE HOLDINGS, LLC

By: _____
Name: Jorge Rico
Title: Manager

121 Alhambra Plaza, Suite 1100
Coral Gables, Florida 33134
Attention: Jorge Rico

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

[redacted]

BUYER GUARANTOR:

[redacted]

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

[redacted]

SELLERS:

RAY SHROUT

216 Aquarius Drive, Suite 306
Birmingham, AL 35209

M. CHAD TRULL

[redacted]

MELVIN OAKLEY, M.D.

[redacted]

SELLERS' REPRESENTATIVE:

M. CHAD TRULL

[redacted]

COMPANY:

AFFINITY ACQUISITIONS, LLC

By:
Name: RAY L. SHROUT
Title: CEO

216 Aquarius Drive, Suite 306
Birmingham, AL 35209
Attn: Chief Executive Officer

SELLERS:

RAY SHROUT

216 Aquarius Drive, Suite 306
Birmingham, AL 35209

M. CHAD TRULL

[redacted]

MELVIN OAKLEY, M.D.

[redacted]

SELLERS' REPRESENTATIVE:

M. CHAD TRULL

[redacted]

COMPANY:

AFFINITY ACQUISITIONS, LLC

By: _____
Name: _____
Title: _____

216 Aquarius Drive, Suite 306
Birmingham, AL 35209
Attn: Chief Executive Officer

ANNEX A

DEFINITIONS

"1933 Act" means the Securities Act of 1933, as amended from time to time.

"Accounts Receivable" means the aggregate amount of accounts, commissions and debts payable to the Acquired Companies, valued at their face value, less a reserve for doubtful accounts determined in accordance with GAAP.

"Acquired Companies" has the meaning set forth in the Introduction.

"Acquired Company" has the meaning set forth in the Introduction.

"Acquired Subsidiary" has the meaning set forth in the Introduction.

"Acquisition Proposal" means other than the transactions contemplated by this Agreement, any offer, proposal or indication of interest in (A) the direct or indirect acquisition of all or any material part of any Acquired Company, (B) a merger, consolidation or other business combination directly or indirectly involving any Acquired Company or (C) the direct or indirect acquisition of the Purchased Units or any other equity interests in any Acquired Company.

"Actual Cash Equivalents" has the meaning set forth in Section 1.4(b).

"Actual Closing Debt" has the meaning set forth in Section 1.4(b).

"Actual Net Working Capital" has the meaning set forth in Section 1.4(b).

"Actual Sellers' Closing Expenses" has the meaning set forth in Section 1.4(b).

"Affiliate" means with respect to any specified Person, each Person directly or indirectly controlling, controlled by or under direct or indirect common control with such specified Person at such time. For purposes of the definition of Affiliate, "control" means the possession, directly or indirectly, of the power to direct or cause the direction of management and policies, whether through the ownership of voting securities, by contract or otherwise.

"Affinity GA" has the meaning set forth in the Introduction.

"Affinity GA Claims" has the meaning set forth in Section 9.2(d).

"Agreement" has the meaning set forth in the Preamble.

"Assumption Conditions" has the meaning set forth in Section 10.2(d)(i).

"Basket" has the meaning set forth in Section 10.2(e)(i).

"Business" has the meaning set forth in the Introduction.

"Buyer" has the meaning set forth in the Preamble.

"Buyer Contract" has the meaning set forth in Section 5.1.

"Buyer Guarantor" has the meaning set forth in the Preamble.

"Buyer Indemnified Persons" has the meaning set forth in Section 10.2(a).

"Cap" has the meaning set forth in Section 10.2(e)(iii).

"Cash Equivalents" means all cash and cash equivalents of the Acquired Companies (including marketable securities and short term investments) on hand or on deposit as of the applicable date (the amount of which shall be reduced by (a) all claims against such cash and cash equivalents represented by outstanding checks, drafts, wire transfers or similar instruments which have not been applied against such cash and cash equivalent balances and (b) all escrowed cash or other restricted cash balances).

"Closing" has the meaning set forth in Section 2.1.

"Closing Balance Sheet" means a consolidated balance sheet of the Acquired Companies as of 11:59 PM, Miami, FL Time on the Closing Date, prepared in accordance with GAAP.

"Closing Date" has the meaning set forth in Section 2.1.

"Closing Date Closing Certificate" has the meaning set forth in Section 1.4(a).

"Closing Debt" means the aggregate of all Debt of the Acquired Companies (or of the Sellers to the extent used to finance the Acquired Companies' business) outstanding as of the Closing, including credit card debt and other Debt secured by the Purchased Units, the North Star Units or the assets of any of Acquired Companies, but shall exclude an amount equal to forty-five percent (45%) of the ServisFirst Debt.

"Code" means the U.S. Internal Revenue Code of 1986, as amended from time to time.

"Company" has the meaning set forth in the Preamble.

"Company Employees" means any current or former employee, manager or consultant of any Acquired Company.

"Company Property" means any real property and improvements owned, leased, used, operated on or occupied by any Acquired Company.

"Company Systems" means all computers systems, Software firmware, hardware, servers, workstations, routers, hubs, switches, circuits, networks, interfaces, websites, platforms, data communications lines and all other information technology infrastructure and equipment, including hosting, cloud, data center, disaster recovery, and managed services, and related devices and systems owned or used by any Acquired Company.

"Contracting Parties" means the other parties to the Acquired Companies' Contracts.

"Contracts" means all contracts, agreements, leases, instruments, licenses, commitments, obligations and understandings, in any case whether written or oral, but excluding any of the foregoing under or in connection with the Medicaid program, the Medicare program or with a federal or state governmental healthcare authority, agency or instrumentality thereof or anyone acting on its or their behalf, whether written or oral.

"Covered Entity" has the meaning set forth in the definition of Privacy Rule.

"CPA Firm" has the meaning set forth in Section 1.4(d).

"Current Assets" means (i) Accounts Receivable, plus (ii) the allowance for doubtful accounts in respect of the Acquired Companies' Accounts Receivable, plus (iii) prepaid expenses including insurance premiums and security/rent deposits on leases.

"Current Liabilities" means "in term" accounts payable and all other current liabilities of the Acquired Companies determined in accordance with GAAP, including accrued liabilities for (i) employee bonuses for all periods (and partial periods) through Closing, (ii) accrued payroll and employee benefits, (iii) accrued vacation, sick and other paid time off, (iv) overpayments from and amounts subject to recoupment by Payors, (v) credit balances with any third parties, (vi) the balance of any insurance financing note payables, and (vii) accrued payroll Taxes; provided, however, that Current Liabilities shall specifically exclude any liabilities related to the matter set forth on Schedule 10.2(a)(iv). For purposes of this definition, "accrued" means accrued through 11:59 PM, Miami, FL Time on the Closing Date.

"Current Representation" has the meaning set forth in Section 12.22.

"Debt" means, without duplication of items included within the definition of Net Working Capital or Sellers' Closing Expenses, all monetary obligations (including all obligations in respect of principal, interest, penalties, fees and premiums): (i) for money borrowed (including overdraft facilities), whether or not evidenced by bonds, debentures, notes or other similar instruments (including any obligations under any letter of credit, banker's acceptance or related reimbursement agreement); (ii) under Contracts related to interest rate protection, swap agreements and collar agreements; (iii) in respect of the deferred purchase price of property, goods or services; (iv) under capital leases; (v) all obligations of any Acquired Company with respect to any change of control, severance, termination, bonuses or other similar amounts triggered (pursuant to any Contract or other obligation in effect on or prior to the Closing (and not created by Buyer)) in whole or in part by the transactions contemplated hereby; (vi) all accounts payable and other liabilities required by GAAP to be recorded as a long-term liability and not included in Net Working Capital or Sellers' Closing Expenses; (vii) all obligations of any Acquired Company related to litigation which has been settled; (viii) accrued Taxes; (ix) obligations to make distributions in respect of Tax obligations, (x) for any and all obligations of other Persons guaranteed by any Acquired Company of the types described in clauses (i) through (ix); and (xi) for any accrued interest, prepayment or change of control premiums or penalties or other costs, fees or expenses related to any of the foregoing, including any unpaid portion of any existing renewal fees or termination fees, and all other amounts necessary to cause the release of all Liens other than Permitted Liens on the collateral securing the obligations described in this definition.

"Designated Person" has the meaning set forth in Section 12.22.

"Effective Date" has the meaning set forth in the Preamble.

"Environmental Laws" means any legal requirement that relates to the generation, storage, handling, discharge, emission, transportation, treatment or disposal of Hazardous Materials or wastes or to the protection of human health, worker health and safety and the environment, including the Comprehensive Environmental Response Compensation and Liability Act of 1980, the Superfund Amendments and Reauthorization Act of 1986, the Resource Conservation and Recovery Act, the Clean Water Act, the Federal Water Pollution Control Act, the Safe Drinking Water Act, the Toxic Substances Control Act, the Occupational Safety and Health Act, and the Hazardous Material Transportation Act, in each case as amended, and the regulations implementing such acts and the state and local equivalent of such acts and regulations, and common law.

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

"Escrow Account" shall have the meaning set forth in Section 1.5.

"Escrow Agent" means FirstBank Florida.

"Escrow Agreement" means that certain Escrow Agreement to be entered into by and among Buyer, Sellers' Representative and Escrow Agent effective as of the Closing Date, in form and substance mutually agreed to by the parties on or prior to the Closing.

"Escrow Amount" has the meaning set forth in Section 1.1.

"Escrow Period" has the meaning set forth in Section 1.5.

"Estimated Cash Equivalents" has the meaning set forth in Section 1.4(a).

"Estimated Closing Balance Sheet" has the meaning set forth in Section 1.4(a).

"Estimated Closing Debt" has the meaning set forth in Section 1.4(a).

"Estimated Net Working Capital" has the meaning set forth in Section 1.4(a).

"Estimated Net Working Capital Shortfall" has the meaning set forth in Section 1.4(a).

"Estimated Net Working Capital Surplus" has the meaning set forth in Section 1.4(a).

"Estimated Sellers' Closing Expenses" has the meaning set forth in Section 1.4(a).

"Federal Health Care Programs" has the meaning set forth in Section 3.14(f).

"Final Cash Equivalents" has the meaning set forth in Section 1.4(e).

"Final Closing Balance Sheet" has the meaning set forth in Section 1.4(e).

"Final Closing Debt" has the meaning set forth in Section 1.4(e).

"Final Closing Statement" has the meaning set forth in Section 1.4(b).

"Final Net Working Capital" has the meaning set forth in Section 1.4(e).

"Final Sellers' Closing Expenses" has the meaning set forth in Section 1.4(e).

"Financial Statements" has the meaning set forth in Section 3.5.

"First Release Date" has the meaning set forth in Section 1.5.

"Fundamental Representations" has the meaning set forth in Section 10.1(a).

"Funds Flow" has the meaning set forth in Section 1.1.

"GAAP" means generally accepted accounting principles in the United States as in effect from time to time.

"Governmental Entity" means any nation, sovereign or government, any state or other political subdivision thereof, any branch of government, agency, department, authority or instrumentality thereof, including, without limitation, any and all federal, state or local governments, governmental institutions, public authorities and other governmental entities of any nature whatsoever, and any municipalities, instrumentalities or subdivisions thereof, and any Person or authority exercising executive, legislative, taxing, judicial, regulatory or administrative functions of or pertaining to government, including any central bank, stock exchange, regulatory body, arbitrator, public sector entity, supra-national entity, any self-regulatory organization, any department, commission, board, bureau, agency, court, tribunal, judicial or arbitral body, administration and panel, and any divisions or instrumentalities thereof, whether permanent or ad hoc. Governmental Entity shall also include any agency, branch or other governmental body charged with the responsibility and/or vested with the authority to administer and/or enforce Medicare or Medicaid including contractors, intermediaries or carriers, and any related agencies and bodies.

"Government Program" has the meaning set forth in definition of Healthcare Laws.

"Guaranteed Obligations" has the meaning set forth in Section 12.23.

"Hazardous Materials" means (A) any petroleum or petroleum products or by-products, radioactive materials, asbestos in any form that is or could become friable, urea formaldehyde foam insulation, transformers or other equipment that contain dielectric fluid containing levels of polychlorinated biphenyl, and radon gas; (B) any chemicals, materials or substances defined as or included in the definition of "hazardous substances," "hazardous wastes," "hazardous materials," "extremely hazardous wastes," "restricted hazardous wastes," "toxic substances," "toxic pollutants," "medical waste", "pollutant" or "contaminant" or words of similar import, under any Law; and (C) any other chemical, material or substance, that is prohibited, limited or regulated by any governmental authority.

"Healthcare Laws" means all Laws applicable to the Business, as currently operated and otherwise relating to health, health care industry regulation (and payment for health care services, including any local, state or federal statutes or regulations, ordinances, licenses, permits, orders, conditions of participation of any Government Program (as defined below) or Payor to the extent the Payor is funded directly or indirectly by any Government Program, approvals or consents, including and relating to the following: (i) Medicare, Medicaid, TRICARE (f/k/a CHAMPUS) and such other similar federal, state or local reimbursement or governmental programs, and include any plan or program that provides health benefits, whether directly, through insurance or otherwise, which is funded directly, in whole or in part, by the United States government or any state or local government health plan or program (e.g., such as a program receiving funds from block grants for social services or child health services) (individually and collectively, "Government Programs"); (ii) third-party Payors, including those participating in, administering, and or funded in whole or in part, directly or indirectly by Government Programs; (iii) billing and submission of claims to Government Programs; (iv) prohibitions against kickbacks and fee splitting; (v) regulation of physician self-referral; (vi) regulation of provider payment rights; (vii) regulation of balance billing; (viii) prohibition of false claims; (ix) any and all legal directives and requirements intended to address fraud and abuse in the health care or insurance industries; (x) any and all federal and state Laws relating to the practice of, and corporate practice of, medicine, the ownership and operation of medical practices, billing and fee arrangements with medical practices and their management companies and the like; (xi) HIPAA and any state Laws relating to the confidentiality of patient information; (xii) facility or personnel licensure or certification; and (xiii) any and all federal and state Laws regarding advertising, marketing and promotional activities of health care services or otherwise related to the offering of health care services and items and services including: (a) the Federal Anti-Kickback Law, 42 U.S.C. §1320a-7b; (b) the Civil Monetary

Penalty Law, 42 U.S.C. §1320a-7a; (c) the Civil and Criminal False Claims Acts, 31 U.S.C. §§ 3729-3733; (d) the "Stark Law", 42 U.S.C. §1395nn, Federal; (e) the Health Care Fraud Statute, 18 U.S.C. § 1347, Federal; and (f) to the extent applicable, the respective state Law counterparts of any of the Federal laws described in (a) through (e) above.

"HIPAA" means, and as may from time-to time may be amended, the (i) Health Insurance Portability and Accountability Act of 1996, including its Omnibus Rule; (ii) applicable provisions of the Health Information Technology for Economic and Clinical Health Act as incorporated in the American Recovery and Reinvestment Act of 2009; and (iii) their accompanying regulations, including the Privacy Rule and the Security Rule.

"Indemnified Person" has the meaning set forth in Section 10.2(d)(i).

"Indemnifying Person" has the meaning set forth in Section 10.2(d)(i).

"Intellectual Property" means all of the following in any jurisdiction throughout the world (i) all inventions (whether patentable or unpatentable and whether or not reduced to practice), all improvements thereto, and all patents, industrial designs, patent applications, and patent disclosures, together with all reissues, divisions, continuations, continuations-in-part, renewals, extensions, supplementary extension certificates, utility models, industrial design registrations, reexaminations, and foreign counterparts and equivalents thereof, (ii) all trademarks, service marks, trade dress, logos, slogans, trade names, corporate names, and other source identifiers whether registered or unregistered (as the case may be), as well as all goodwill associated therewith, and all applications, registrations, and renewals in connection therewith, (iii) registrations for internet domain names, (iv) all rights protected by copyright law, including rights in registered and unregistered works of authorship, all rights to copy, distribute, modify, publicly perform, and publicly display such works, and all applications, registrations, and renewals in connection therewith, (v) all mask works and all applications, registrations, and renewals in connections therewith, (vi) all trade secrets and confidential business information (including ideas, research and development, know-how, formulas, compositions, manufacturing and production processes and techniques, technical data, designs, drawings, specifications, customer and supplier lists, pricing and cost information, and business and marketing plans and proposals), (vii) all computer software (including source code, executable code, data and related documentation), and (viii) all other intellectual property and similar proprietary rights.

"Interim Financial Statements" has the meaning set forth in Section 3.5.

"Issued Units" has the meaning set forth in Section 1.1.

"Laws" means all federal, state and local laws, rules, regulations, policies, rulings, zoning or other classifications, interpretations, guidelines, circulars, judgments, orders, decrees or other directives or advice of any kind of any governmental authority, agency or instrumentality, including Healthcare Laws.

"Leases" has the meaning set forth in Section 3.9.

"Liabilities" means claims, liabilities, obligations or Debt of any nature, whether known or unknown, whether asserted or unasserted, whether determined, determinable or otherwise, whether absolute or contingent, whether direct or indirect, whether accrued or unaccrued, whether liquidated or unliquidated, whether incurred or consequential, whether due or to become due and whether or not required to be accrued on financial statements prepared in accordance with GAAP or otherwise.

"Liens" means all liens, mortgages, charges, security interests, pledges or other encumbrances or adverse claims or interests of any nature, including marital or community property interests.

"LLC Agreement" means that certain Limited Liability Company Agreement of Buyer in form and substance mutually agreed to by Buyer and the Rollover Seller on or prior to the Closing.

"Losses" means any and all claims, demands, governmental orders, Liens, controversies, audits, suits, bonds, dues, assessments, penalties, Taxes, fees, charges, costs (including the costs of investigation, defense and enforcement of this Agreement), Debts, losses, damages, fines, expenses, Liabilities, obligations, actions or causes of action of every nature and character (including attorneys', experts and paralegal fees and other expenses and court costs at the administrative, trial and appellate levels); provided, however, that Losses shall not include any punitive or exemplary damages, except to the extent actually awarded to a third party in connection with a Third Party Claim.

"Material Adverse Change" means any result, occurrence, fact, change, event or effect that is, or could reasonably be expected to be, material and adverse to the business, assets, liabilities, financial condition or results of operations of the Acquired Companies, taken as a whole; provided, however, that none of the following shall be considered in determining whether there has been a "Material Adverse Change": (a) events, circumstances, changes or effects that generally affect the industry or markets in which the Acquired Companies operate; (b) any change in national or international political, economic or social conditions or the financial, banking or securities markets, including changes caused by any outbreak or escalation of war, act of foreign enemies, hostilities, terrorist activities, or acts of nature; (c) changes in Law or GAAP after the date hereof; (d) the taking of any action with the written approval of Buyer or at the written direction of Buyer; (e) changes or effects arising from or related to the announcement or consummation of the transactions contemplated by this Agreement; and (f) earthquakes, floods, hurricanes, tornadoes, natural disasters or other "acts of God; provided, however, that in each case of (a) through (f), such result, occurrence, fact, change, event or effect does not affect the Acquired Companies in a substantially disproportionate manner.

"Materiality Qualifier" means any reference or qualification to a set of facts using the term "material," "in all material respects," "material adverse effect" or any similar phrase.

"Mini Basket" has the meaning set forth in Section 10.2(e)(i).

"Most Recent Balance Sheet" has the meaning set forth in Section 3.5.

"Most Recent Balance Sheet Date" has the meaning set forth in Section 3.5.

"Multiemployer Plan" means multiemployer plans within the meaning of Section 3(37) of ERISA.

"Net Working Capital" means, without duplication of any items included in the definition of Debt or Sellers' Closing Expenses, as of 11:59 PM, Miami, FL Time on the Closing Date, an amount equal to Current Assets minus Current Liabilities.

"Non-Rollover Sellers" has the meaning set forth in the Preamble.

"North Star" has the meaning set forth in the Introduction.

"North Star Units" has the meaning set forth in the Introduction.

"Oakley" has the meaning set forth in the Preamble.

"Ordinary Course of Business" means, with respect to a Person, an action taken by such Person if such action is recurring in nature and is consistent in all material respects with the past practices of the

Person (including with respect to quantity, scope and frequency), but that does not involve any breach of a material Contract or violation of or non-compliance with any Law.

"Payor" means any third party that pays or reimburses an Acquired Company for health care or related services rendered or to be rendered to a patient of such Acquired Company or for the arrangement of such health care or related services to patients, including a health insurer, a health maintenance organization, any managed care organization, the Medicaid program, the Medicare program, and any federal or state governmental authority, agency or instrumentality thereof that in any way administers, supervises or implements any Government Program.

"PBGC" means the Pension Benefit Guaranty Corporation.

"Permitted Liens" means (i) statutory Liens for current Taxes or other governmental charges not yet due and payable or the amount or validity of which is being contested in good faith by appropriate proceedings by Sellers or any Acquired Company and for which adequate reserves have been established on the Financial Statements in accordance with GAAP, (ii) mechanic's, carriers', workers', repairers' and similar statutory Liens arising or incurred in the ordinary course of business for amounts which are not delinquent and which do not, individually or in the aggregate, materially interfere with any current operation of any Acquired Company, (iii) zoning, entitlement, building and other land use regulations imposed by governmental agencies having jurisdiction over the real estate under the real property Leases, (iv) all Liens arising under the ServisFirst Debt, (v) covenants, conditions, restrictions, easements and other similar matters of record affecting title to real property, (vi) public roads and highways, (vi) matters which would be disclosed by an inspection or accurate survey of each parcel of real property, (vii) Liens arising under worker's compensation, unemployment insurance, social security, retirement and similar legislation, and (viii) those matters identified on Schedule 3.2(b).

"Person" means any individual, sole proprietorship, partnership, limited liability company, joint venture, trust, unincorporated association, corporation or other entity or any governmental authority.

"PHI" means protected health information.

"Plans" has the meaning set forth in Section 3.17(a).

"Post-Closing Representation" has the meaning set forth in Section 12.22.

"Pre-Closing Tax Period" means any taxable period ending on or before the Closing Date and the portion of any Straddle Period that ends on the Closing Date.

"Pre-Closing Taxes" means Liability for the Taxes of Sellers or any Acquired Company allocable to a Pre-Closing Tax Period, including any Tax resulting from the requirement that the Acquired Companies change their method of accounting to the accrual method, and the employer portion of payroll taxes from payments resulting from consummation of the transactions contemplated by this Agreement. In the case of any Straddle Tax Period, the amount of any Pre-Closing Taxes based upon or measured by net income or gain, or triggered by the occurrence of an event, will be determined based on an interim closing of the books as of the Closing Date, and the amount of Pre-Closing Taxes not based upon or measured by net income or gain will be prorated based on the number of days in the Straddle Tax Period.

"Privacy Rule" means the Standards for Privacy of Individually Identifiable Health Information at 45 CFR, part 160 and part 164, subparts A and E, providing for Federal privacy protections for an individual's protected health information ("PHI") held by entities subject to HIPAA requirements (each, a "Covered Entity") and describing patient rights with respect to their PHI.

"Purchase Price" has the meaning set forth in Section 1.1.

"Purchase Price Adjustment" has the meaning set forth in Section 1.4(f).

"Purchase Price Adjustment Escrow Cap" has the meaning set forth in Section 1.4(f)(ii).

"Purchase Price Allocation" has the meaning set forth in Section 11.1(j).

"Purchased Units" has the meaning set forth in the Introduction.

"Receivables" has the meaning set forth in Section 3.26.

"Regulatory Filings" has the meaning set forth in Section 3.14(h).

"Restriction" has the meaning set forth in Section 3.14(a).

"Rollover Seller" has the meaning set forth in the Preamble.

"Schedule Supplement" has the meaning set forth in Section 7.4.

"Second Release Date" has the meaning set forth in Section 1.5.

"Security Rule" means HIPAA Security Standards (45 C.F.R. Parts 160, 162, and 164).

"Seller" and "Sellers" has the meaning set forth in the Preamble.

"Seller Contract" has the meaning set forth in Section 4.1.

"Seller Indemnified Persons" has the meaning set forth in Section 10.2(c).

"Sellers' Closing Expenses" means, without duplication of any items included in the definition of Debt or Sellers' Closing Expenses, all fees, costs, expenses and obligations (including any attorneys', accountants', financial advisory or finder's fees) incurred by or on behalf of the Sellers or the Acquired Companies in connection with the following, but solely to the extent not paid on or before the Closing or paid directly by Sellers at or following the Closing: (i) the due diligence conducted by the Sellers or the Acquired Companies in connection with the transaction contemplated by this Agreement; (ii) the negotiation, preparation and review of this Agreement (including the Sellers' disclosure schedules to this Agreement), and all agreements, certificates, opinions and other instruments and documents delivered or to be delivered in connection with the transactions contemplated by this Agreement (including the Sellers Contracts); (iii) the preparation and submission of any filing or notice required to be made or given in connection with the transactions contemplated by this Agreement and obtaining any consent required to be obtained in connection with the transactions contemplated by this Agreement; (iv) bonuses payable to employees, agents and consultants of the Sellers or the Acquired Companies as a result of the transactions contemplated by this Agreement (including the employer portion of any payroll, FICA, unemployment or similar Taxes); or (v) any Transfer Taxes.

"Sellers' Knowledge" means the actual awareness of each Seller and Tom Sefcik, as to the existence or absence of the applicable facts or circumstances, and the existence or absence of such facts or circumstances of which a reasonably prudent person would be actually aware after a reasonable inquiry.

"Sellers' Objection" has the meaning set forth in Section 1.4(c).

"Sellers' Representative" has the meaning set forth in the Preamble.

"ServisFirst Debt" means any and all amounts (including all accrued and unpaid interest) owed by any Acquired Company to ServisFirst Bank as of the Closing.

"Settlement Date" has the meaning set forth in Section 1.4(f).

"Software" means computer software or firmware in any form, including object code, source code, computer instructions, commands, programs, modules, routines, applicable program interfaces, procedures, rules, libraries, macros, algorithms, tools, and scripts, and all documentation of or for any of the foregoing.

"Specified Representations" has the meaning set forth in Section 10.1(a).

"Straddle Tax Period" has the meaning set forth in Section 11.1(b).

"Subsidiary" shall mean each Person with respect to which a specified Person has the right to vote (directly or indirectly through one or more other Persons or otherwise) securities or other ownership interests representing 50% or more of the votes eligible to be cast in the election of directors or managers of such Person.

"Tax" means any (1) federal, state, local or foreign income, gross receipts, franchise, estimated, alternative minimum, add-on minimum, sales, use, transfer, registration, value added, excise, natural resources, severance, stamp, occupation, premium, windfall profit, environmental, customs, duties, real property, personal property, capital stock, social security, unemployment, disability, payroll, license, employee or other withholding, or other tax, of any kind whatsoever, including escheat and unclaimed property obligations, and including any interest, penalties or additions to tax or additional amounts in respect of the foregoing; (2) Liability for the payment of any amounts of the type described in clause (1) arising as a result of being (or ceasing to be) a member of any federal, state, local or foreign consolidated, unitary, combined or similar group (or being included (or required to be included) in any Tax Return relating thereto); and (3) Liability for the payment of any amounts of the type described in clause (1) as a result of any express or implied obligation (legal, contractual or otherwise) to indemnify or otherwise assume or succeed to the Liability of any other Person).

"Tax Claim" has the meaning set forth in Section 11.1(e).

"Tax Contest" has the meaning set forth in Section 11.1(e).

"Tax Return" means any return, declaration, report, claim for refund, or information return or statement, including any schedule or attachment thereto, and including any amendment thereof, filed or required to be filed in connection with the determination, assessment or collection of any Taxes, or the administration of any Laws or administrative requirements relating to any Taxes.

"Territory" means anywhere in in which the Acquired Companies conduct the Business during the Restricted Period.

"Third Party Claim" has the meaning set forth in Section 10.2(d)(i).

"Transfer Taxes" has the meaning set forth in Section 11.1(a).

"Trull" has the meaning set forth in the Preamble.

Organizational Structure

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