

May 18, 2020

Via E-mail: shpda.online@shpda.alabama.gov

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 Good Samaritan Hospice of Madison, Inc., an Alabama corporation, (“Applicant”), which involves a change of ownership of a licensed hospice facility, SHPDA ID No. 089-P2460, located at 540 Hughes Road, Suite 12, Madison, Alabama 35758, and SHPDA ID No. 089-P2460A, located at 887 Cox Creek Parkway, Florence, Alabama 35630. Pursuant to that certain Stock Purchase Agreement, dated May 14, 2020 (the “Purchase Agreement”), by and among Affinity Hospice Holdings, LLC, or its Affiliate (“Purchaser”), Janet Melton, Kevin Heard 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, Purchaser will own 100% of the equity securities of Applicant. 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
- Summary of transaction

- Organizational charts outlining current and post-closing ownership structure of the Applicant
- Copy of executed Purchase Agreement, redacted for the purpose of preventing the public disclosure of certain financial and other confidential information regarding the transaction.

Payment of the Application Fee in the amount of \$2,500 will be made via the Agency's online electronic payment portal contemporaneously with the submission of the Application.

The proposed change of ownership is scheduled to take place on June 15, 2020.

Please note that contemporaneously with the submission of the Application, Applicant is also submitting two Change of Ownership License Applications to Operate a Hospice (the "CHOW Applications") with the State of Alabama, Department of Public Health, Division of Provider Services. As you may know, the CHOW Applications require an approval issued by the Agency in connection with this Application (the "Approval") as part of the CHOW Applications 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

HRR:aak

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: 089-P2460 089-P2460A
(This can be found at www.shpda.alabama.gov, Health Care Data, ID Codes)
Name of Facility/Provider: Good Samaritan Hospice of Madison
(ADPH Licensure Name)
Physical Address: 540 Hughes Road, Suite 12
Madison, Alabama 35758
County of Location: MADISON
Number of Beds/ESRD Stations: 0
CON Authorized Service Area (Home Health and Hospice Providers Only). Attach additional pages if necessary. Cullman, Franklin, Jackson, Lawrence, Marshall, Colbert, Lauderdale, Limestone, Madison, Morgan

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: Good Samaritan Hospice of Madison, Inc.
Mailing Address: 540 Hughes Road, Suite 12
Madison, Alabama 35758
Operator (Entity Name): Good Samaritan Hospice of Madison, Inc.

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): Good Samaritan Hospice of Madison, Inc.

Proposed Date of Transaction is
on or after: June 15, 2020

Part IV: Terms of Purchase

Monetary Value of Purchase: \$ 5,750,000.00

Type of Beds: N/A

Number of Beds/ESRD Stations: 0

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.

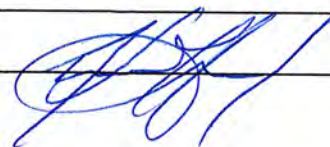
Part V: Certification of Information**Current Authority Signature(s):**

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

Owner(s): Good Samaritan Hospice of Madison, Inc.

Operator(s): Good Samaritan Hospice of Madison, Inc.

Title/Date: Kevin Heard, CFO



SWORN to and subscribed before me, this 16th day of May, 2020.

(Seal)

Notary Public

My Commission Expires: 2/24/24**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

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): Affinity Hospice Holdings, LLC _____

Operator(s):  _____

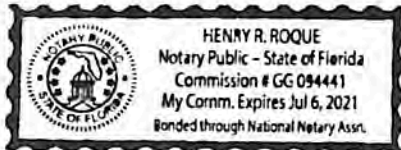
Title/Date: Jorge Rico _____

SWORN to and subscribed before me, this 15th day of May, 2020.

(Seal)


Notary Public

My Commission Expires: 07/06/21



Author: Alva M. Lambert

Statutory Authority: § 22-21-271(c), Code of Alabama, 1975

History: New Rule

Your Receipt

PURCHASE RECEIPT**SHPDA**

PO Box 303025
Montgomery AL 36130-3025
(334)242-4109
bradford.williams@shpda.alabama.gov
OTC Local Ref ID: 48229682
5/18/2020 01:00 PM

Status: **APPROVED**
Customer Name: Henry R Roque
Type: AmericanExpress
Credit Card Number: **** * 7001

Items	Quantity	TPE Order ID	Total Amount
Change of Ownership	1	59171962	\$2,500.00
Applicant Name: Good Samaritan Hospice of Madison, Inc.			
Filing Date: May 18, 2020			
Phone Number: 3057897610			
Email Address: henry.roque@hklaw.com			
Total remitted to the SHPDA			\$2,500.00
Alabama total amount charged			\$2,588.50

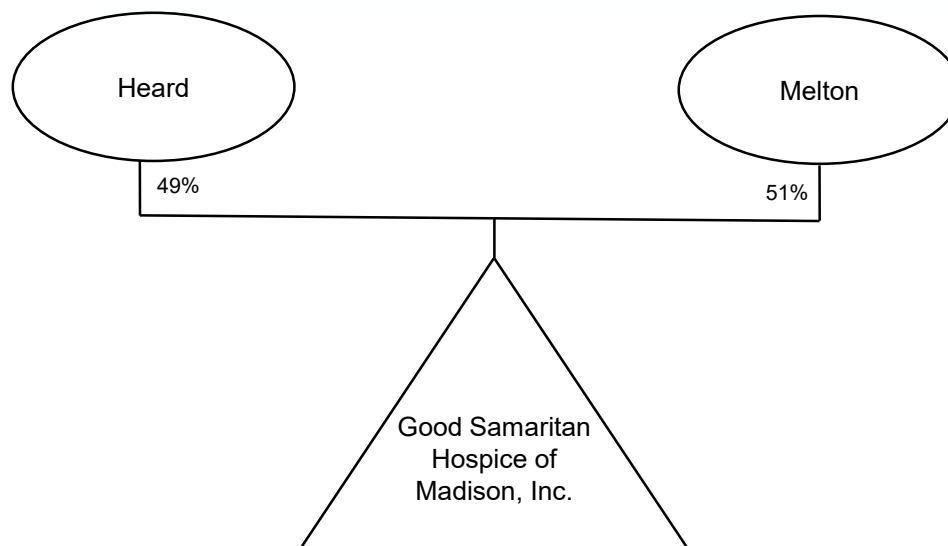
Alabama Certificate of Need

Notice of Change of Ownership /Control

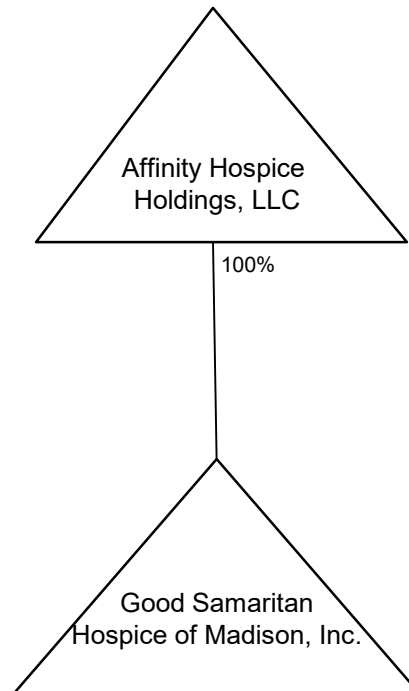
Pursuant to the Stock Purchase Agreement, dated May 14, 2020, executed by and among Affinity Hospice Holdings, LLC, a Delaware limited liability company (“Buyer”), Janet Melton, Kevin Heard, and Good Samaritan Hospice of Madison, Inc., an Alabama corporation (the “Company”), Buyer acquired the ownership of the Company. For purposes of the Alabama Certificate of Need notification requirements, this transaction constitutes the acquisition of the equity securities (stock) of the Company.

The Company provides in-home hospice services to Cullman, Franklin, Jackson, Lawrence, Marshall, Colbert, Lauderdale, Limestone, Madison and Morgan 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.

Pre-Closing Structure



Post-Closing Structure



STOCK PURCHASE AGREEMENT

by and among

AFFINITY HOSPICE HOLDINGS, LLC,

as Buyer,

JANET MELTON

and

KEVIN HEARD,

as the Sellers,

and

GOOD SAMARITAN HOSPICE OF MADISON, INC.,

as the Company

DATED MAY 14, 2020

TABLE OF CONTENTS

	<u>Page</u>
Article I Sale, Purchase and Payment For Purchased Shares; Closing Debt; Sellers' Closing Expenses; Purchase Price Adjustment; Holdback; Withholding.....	1
Section 1.1 Sale, Purchase and Payment for Purchased Shares	1
Section 1.2 Sellers' Closing Expenses	2
Section 1.3 Closing Debt.....	2
Section 1.4 Purchase Price Adjustment	2
Section 1.5 Holdback	4
Article II Closing.....	5
Section 2.1 The Closing.....	5
Article III The Sellers' and the Company's Representations and Warranties.....	5
Section 3.1 Incorporation, Qualification and Authority.....	5
Section 3.2 Ownership of Purchased Shares and Company Assets	5
Section 3.3 Subsidiaries	6
Section 3.4 No Consent; Restrictions.....	6
Section 3.5 Financial Statements	6
Section 3.6 No Changes since July 1, 2019	7
Section 3.7 Business Names	7
Section 3.8 Real Property and Improvements.....	7
Section 3.9 Leases.....	7
Section 3.10 Contracts	8
Section 3.11 Intellectual Property	9
Section 3.12 No Litigation	10
Section 3.13 Tax Matters	10
Section 3.14 Compliance with Law	12
Section 3.15 Licenses and Permits.....	14
Section 3.16 Employees.....	15
Section 3.17 Employee Benefit Plans	16
Section 3.18 Environmental	16
Section 3.19 Service Liability	16
Section 3.20 Related Party Transactions.....	16
Section 3.21 Value	17
Section 3.22 Debt.....	17
Section 3.23 Bank Accounts; Powers of Attorney	17
Section 3.24 Insurance	17
Section 3.25 Payors and Vendors.....	17
Section 3.26 Accounts Receivable.....	18
Section 3.27 Capital Expenditures and Investments	18
Section 3.28 Disclosure.....	18
Article IV THE Sellers' Representations and Warranties.....	18
Section 4.1 Authorization.....	19

Section 4.2	No Consent; Restrictions.....	19
Section 4.3	Capitalization; Ownership of Purchased Shares	19
Article V Buyer's Representations and Warranties.....		19
Section 5.1	Corporate Status and Authority.....	19
Section 5.2	Agreement Not in Breach of Other Instruments	19
Section 5.3	Disclosure.....	20
Article VI Pre-Closing Covenants.....		20
Section 6.1	Best Efforts.....	20
Section 6.2	Conduct of Business of the Company	20
Section 6.3	Access to Information about the Company	22
Section 6.4	Violations	22
Section 6.5	Risk of Loss	22
Section 6.6	Negotiation with Others	22
Section 6.7	Regulatory Filings.....	23
Section 6.8	Financial Statements	23
Article VII Conditions to Buyer's and Sellers' Obligations		23
Section 7.1	Conditions to Buyer's Obligations.....	23
Section 7.2	Conditions to Sellers' Obligations	24
Article VIII Deliveries at Closing; Further Assurances; Termination.		24
Section 8.1	Deliveries by Sellers	24
Section 8.2	Deliveries by Buyer.....	25
Section 8.3	Termination	25
Section 8.4	Effect of Termination.....	26
Article IX Survival of Representations and Warranties and Covenants; Indemnification.....		26
Section 9.1	Survival of Representations and Warranties; Covenants	26
Section 9.2	Indemnification	27
Article X Covenants		31
Section 10.1	Tax Matters	31
Section 10.2	Non-Competition; Non-Solicitation; Non-Disparagement	32
Section 10.3	Further Assurances.....	35
Section 10.4	Malpractice Tail Insurance.....	35
Article XI General Provisions		35
Section 11.1	Expenses.....	35
Section 11.2	Brokers and Finders	35
Section 11.3	Notices	35
Section 11.4	Publicity and Confidentiality	36
Section 11.5	Binding Nature of Agreement; Assignment.....	36

Section 11.6	Entire Agreement; Amendment	36
Section 11.7	Controlling Law	36
Section 11.8	Consent to Jurisdiction; Venue	36
Section 11.9	WAIVER OF JURY TRIAL	37
Section 11.10	Remedies Cumulative	37
Section 11.11	Schedules and Exhibits	37
Section 11.12	No Partnership.....	37
Section 11.13	Indulgences, Not Waivers	37
Section 11.14	Execution	37
Section 11.15	Provisions Separable	37
Section 11.16	Company Assets.....	38
Section 11.17	Construction	38
Section 11.18	Introduction	38
Section 11.19	Headings.....	38
Section 11.20	Interpretation	38
Section 11.21	Schedules; Listed Documents; etc.....	38
Section 11.22	Survival	38

STOCK PURCHASE AGREEMENT

THIS STOCK PURCHASE AGREEMENT (this "Agreement"), dated May 14, 2020 (the "Effective Date"), is by and among AFFINITY HOSPICE HOLDINGS, LLC, a Delaware limited liability company, or its Affiliate ("Buyer"), JANET MELTON ("Melton") and KEVIN HEARD ("Heard"), and together with Melton, each a "Seller" and collectively, the "Sellers", and GOOD SAMARITAN HOSPICE OF MADISON, INC., an Alabama corporation (the "Company").

INTRODUCTION

A. The Company provides hospice palliative services that include routine home care, general inpatient care, respite and continuous home care, including nursing services, homemaker services, personal care, spiritual and social services, and speech, physical and occupational therapies services as well as volunteer services (collectively, the "Business").

B. As of the Effective Date, the Sellers collectively own all of the issued and outstanding Equity Securities of the Company (the "Purchased Shares"). The Sellers operate and manage the Company and are involved in all aspects of the operation of the Company and the Business.

C. Buyer desires to purchase from the Sellers and the Sellers desire to sell to Buyer the Purchased Shares upon the terms and subject to the conditions set forth in this Agreement.

D. 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 mutual representations, warranties and covenants and subject to the conditions herein contained, the parties hereto, intending to be legally bound hereby, agree as follows:

ARTICLE I

SALE, PURCHASE AND PAYMENT FOR PURCHASED SHARES; CLOSING DEBT; SELLERS' CLOSING EXPENSES; PURCHASE PRICE ADJUSTMENT; HOLDBACK; WITHHOLDING.

Section 1.1 Sale, Purchase and Payment for Purchased Shares. 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 or her Purchased Shares, free and clear of all Liens, 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 Equity Securities of the Company on a fully diluted basis. In consideration for the Purchased Shares, Buyer shall pay to the Sellers at Closing by wire transfer of immediately available funds, to such account(s) and in the amounts set forth in the funds flow memorandum to be prepared jointly by Buyer and the Sellers prior to Closing (the "Funds Flow"), an aggregate amount equal to: (a) [REDACTED], plus (b) any Remaining Cash, plus (c) any Estimated Net Working Capital Surplus, minus (d) any Estimated Net Working Capital Shortfall, minus (e) the aggregate amount required to pay and satisfy in full the Sellers' Closing Expenses to be paid pursuant to Section 1.2, minus (f) all Closing Debt to be paid pursuant to Section 1.3 (the net amount of (a) – (f), the "Cash Purchase Price"); provided that the Cash Purchase Price is subject to adjustment pursuant to Section 1.4; [REDACTED]

[REDACTED] (together with any interest earned thereon in accordance with this Agreement, the "Holdback") pursuant to Section 1.5. The principal portion of the Holdback Amount shall earn simple interest at an annual rate of four percent (4%). The net cash payment being disbursed and allocated to the Sellers at Closing is set forth in detail on the Funds Flow, and, except with respect to the payment of the Holdback pursuant to Section 1.5, the allocation reflected on the Funds Flow or pursuant to any other instructions by the Sellers shall constitute full satisfaction and discharge of Buyer's obligations pursuant to this Agreement and none of Buyer or any of its Affiliates (including the Company following the Closing) shall have any liability thereafter relating to any payment or allocation of the Purchase Price. For purposes of this Agreement, the "Purchase Price" shall equal the Cash Purchase Price, as adjusted pursuant to Section 1.4.

Section 1.2 Sellers' Closing Expenses. At Closing, Buyer shall pay or cause to be paid on behalf of the Sellers and the Company 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, which amount is the total amount necessary to repay in full the Sellers' Closing Expenses outstanding as of the Closing. The Sellers shall deliver Schedule 1.2 to Buyer no less than two (2) business days prior to Closing.

Section 1.3 Closing Debt. Buyer shall pay to such accounts designated in writing by the Sellers 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' assistance if requested by Buyer, file all mortgage discharges and UCC-3 termination statements related thereto. The Sellers shall deliver Schedule 1.3 to Buyer no less than two (2) business days prior to Closing.

Section 1.4 Purchase Price Adjustment.

(a) Two (2) business days prior to the Closing, the Sellers shall deliver to Buyer (i) a good faith reasonable estimate of the Company's 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 substantially in the form of Exhibit A (the "Closing Date Closing Certificate") setting forth the Sellers' 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 Remaining Cash (the "Estimated Remaining Cash"). The Sellers shall permit Buyer to review and comment on the Estimated Closing Balance Sheet and Closing Date Closing Certificate, and the Sellers shall accept all of Buyer's reasonable comments thereto. The Estimated Closing Balance Sheet and Estimated Net Working Capital shall be determined in accordance with the Accounting Principles consistently applied. At the Closing, the determination of the amount of the Cash Purchase Price pursuant to Section 1.1 shall not take into account the amount of any Estimated Remaining Cash (as defined below) or the amount by which the Estimated Net Working Capital is greater than the Target Net Working Capital (the "Estimated Net Working Capital Surplus") or is less than the Target Net Working Capital (the "Estimated Net Working Capital Shortfall"); provided, however, that, for the avoidance of doubt, the Purchase Price paid at Closing shall be subject to adjustment with respect to any Remaining Cash and Net Working Capital pursuant to Section 1.4(f).

(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, in accordance with the Accounting Principles consistently applied and deliver to the Sellers: (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 as of 11:59 PM, Miami, FL Time on the Closing Date (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 any Remaining Cash (the "Actual Remaining Cash").

(c) The Sellers and their 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 with access to all books and records and any work papers 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 to review the Closing Balance Sheet and the Final Closing Statement. If the Sellers object to the Closing Balance Sheet or the Final Closing Statement for any reason, the Sellers 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' individual adjustments and the adjustments to the Closing Balance Sheet or the Final Closing Statement that the Sellers believe should be made and (ii) on the basis thereof, the Sellers' 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 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 timely deliver a Sellers' Objection to Buyer and the Sellers 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) business days thereafter, jointly retain a certified public accounting firm reasonably acceptable to Buyer and the Sellers (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 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, then both the Sellers, on the one hand, and Buyer, on the other hand, shall each select a certified public accounting firm and those two firms shall select the CPA Firm. 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 on 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 and Actual Closing Debt were done in accordance with the Accounting Principles consistently applied and this Section 1.4, and the CPA Firm is not to make any other determination unless jointly requested in writing by the Sellers 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 the Actual Remaining Cash, as agreed to (or deemed to have been agreed to) between Buyer and the Sellers 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 Remaining Cash", 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 Remaining Cash, 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 Remaining Cash for the Estimated Remaining Cash, 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 Remaining Cash is greater than the Cash Purchase Price calculated using the Estimated Closing Debt, Estimated Sellers' Closing Expenses, Estimated Net Working Capital, and Estimated Remaining Cash, Buyer shall cause the Company to pay such difference to the Sellers by electronic bank transfer of immediately available funds directly to the account(s) designated in writing by the Sellers (or such other method of funds transfer as may be agreed upon by Buyer and the Sellers), 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 Remaining Cash is less than the Cash Purchase Price calculated using the Estimated Closing Debt, Estimated Sellers' Closing Expenses, Estimated Net Working Capital and Estimated Remaining Cash, then the Sellers shall jointly and severally pay such shortfall to Buyer by electronic bank transfer of immediately available funds directly to the account(s) designated in writing by Buyer (or such other method of funds transfer as may be agreed upon by Buyer and the Sellers), within ten (10) days after the Settlement Date. Buyer may, in Buyer's sole discretion, deduct any such Purchase Price Adjustment owed pursuant to this Section 1.4(f)(ii) from the Holdback; provided that, for clarity, Buyer shall have no obligation to do so.

(g) For purposes of clarity, Exhibit D attached hereto contains a hypothetical, sample calculation of Net Working Capital. The parties acknowledge and agree that the Net Working Capital, actual Cash Purchase Price, Purchase Price, subsequent Purchase Price Adjustment and each of the components thereof, shall be calculated in a manner consistent with Exhibit D.

(h) In the event Buyer or the Company actually collects within one hundred eighty (180) days after Closing any accounts receivable of the Company which relate to a date of service, or are otherwise aged, more than thirty (30) days prior to the Closing Date or any other accounts receivable of the Company that existed on the Closing Date and which were not included in the Accounts Receivable for purposes of calculating Final Net Working Capital ("Collected Aged AR"), Buyer shall remit such amounts to the Sellers within five (5) business days after receipt of such funds. For the avoidance of doubt, in no event shall any amounts in respect of the Accounts Receivable included in the calculation of Final Net Working Capital constitute Collected Aged AR.

Section 1.5 Holdback. At Closing, Buyer shall withhold the Holdback to secure and serve as a fund in respect of the indemnification obligations of the Sellers under this Agreement. All remaining amounts of the Holdback (in excess of all pending claims) shall be distributed to the Sellers in accordance with the written instructions of the Sellers on the first business day after the eighteen (18) month anniversary of the Closing Date (the "Holdback Release Date"). The Sellers shall provide such written instructions to Buyer no later than two (2) business days prior to the Holdback Release Date. The amount, if any, of any pending claim which has not been paid, which is not payable to any Buyer Indemnified Person pursuant to Article IX in connection with a resolution thereof, and which is not required to satisfy other pending claims shall be paid to the Sellers promptly following resolution of such pending claim and receipt of written instructions from the Sellers providing how such amount will be distributed amongst the Sellers. Buyer shall have no obligation to distribute all or any portion of the Holdback to any Person until Buyer has received written instruction from the Sellers with respect to the distribution of such amount as contemplated herein.

ARTICLE II

CLOSING

Section 2.1 The Closing. The closing under this Agreement (the "Closing") shall take place at the offices of Buyer's counsel, Holland & Knight, LLP, at 701 Brickell Avenue Suite 3300, Miami, FL 33131, at 10:00 AM, Miami, FL Time, no later than the fifth business day after the conditions to each party's obligations hereunder to close as set forth in Article VII (other than those conditions that by their nature are to be satisfied at the Closing) have been satisfied or waived, or such other time and place upon 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. By agreement of the parties, the Closing may take place by delivery of documents required to be delivered hereby by facsimile or other electronic transmission. 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

THE SELLERS' AND THE COMPANY'S REPRESENTATIONS AND WARRANTIES

To induce Buyer to enter into this Agreement and to consummate the transactions contemplated hereby, the Sellers and the Company, jointly and severally, represent and warrant to Buyer that at and as of the Effective Date, and at and as of the Closing, each of the statements contains in this Article III are true, correct and complete in all respects:

Section 3.1 Incorporation, Qualification and Authority. The Company is a corporation duly incorporated, validly existing, and in good standing under the Laws of the State of Alabama, and has all requisite power and authority (corporate and other) to own or lease its properties and to carry on its business as it is now being conducted. The Company has full corporate 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 pursuant to the terms hereof has been 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 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. The Company is duly qualified or licensed to do business and is in good standing in the State of Alabama, which is the only jurisdiction in which the Company operates. The Company has made all filings needed to do business under the names listed on Schedule 3.1, which constitute all of the names the 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 the Company and (b) the minute books of the Company which contain records of all meetings held of, and other actions taken by, its shareholders and directors since April 30, 2009. 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 the Company, (ii) any Person a majority of whose capital stock (or similar outstanding ownership interests) has ever been acquired by the Company, (iii) any Person all or substantially all of whose assets have ever been acquired by the Company and (iv) any prior names of the Company or any Person described in clauses (i) through (iii) of this sentence since April 30, 2009.

Section 3.2 Ownership of Purchased Shares and Company Assets. Except for the Purchased Shares, there are no other issued or outstanding 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 shareholder or director of the Company 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 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. Except as stated on Schedule 3.2(a) (the "Permitted Liens"), the Company has good and marketable title to all of its assets, free and clear of all Liens, including all assets included in the Most Recent Balance Sheet. Immediately following Closing, Buyer will have good title to all of the Purchased Shares, free and clear of all Liens. The Company has sole custody and control of all of its assets, which assets, include all assets, properties, rights and interests necessary or desirable 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 the Company are in good operating condition and repair, reasonable wear and tear excepted. Schedule 3.2(b) sets forth a complete and accurate list of each asset (other than cash) with a book value in excess of [REDACTED] owned or leased by, in the possession of, or used by the 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 nor their respective Affiliates has any ownership or other interest in, or uses, any of the assets used in the Business. As of the Closing Date, there are no declared or authorized but unpaid dividends or distributions with regard to any Purchased Shares. The Company has always been in material compliance with all applicable federal and state securities Laws.

Section 3.3 Subsidiaries. The Company does not have an interest as a shareholder, partner, member or joint venturer nor does it hold any other Equity Security in any other Person.

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 the 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 Shares or any of the Company's assets under or pursuant to (i) the Company's organizational documents, shareholders agreement, regulations or resolutions of the shareholders 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 Company's unaudited balance sheet as of April 30, 2020 (respectively, the "Most Recent Balance Sheet," and the "Most Recent Balance Sheet Date"); and the related statement of income for the four (4) month period the ended (collectively, the "Interim Financial Statements"); (b) the Company's unaudited balance sheets as of December 31, 2018 and December 31, 2017; and (c) the Company's unaudited statements of income for the years ended December 31, 2018 and December 31, 2017 (together with the Interim Financial Statements, the "Financial Statements"). Except as set forth on Schedule 3.5, the Financial Statements (i) are complete and correct with respect to each item therein and were prepared in accordance with the books and records of the Company, (ii) have been prepared in accordance with the Accounting Principles, consistently applied across the Financial Statements and all other financial statements and books and records provided by the Sellers and the Company to Buyer, and (iii) fairly present (A) the financial position of the Company as at the respective dates thereof and (B) the results of the operations of the Company for the respective periods covered thereby. Except for the current liabilities included in Final Net Working Capital, Liabilities set forth on the face of the Financial Statements, the Liabilities listed on Schedule 1.2 or Schedule 1.3 or Liabilities which have arisen since the Most Recent Balance Sheet Date in the ordinary course of business of the Company (none of which results from, arises out of, relates to or is caused by any breach of contract, tort or violation of Law), the Company has no outstanding Liabilities. Except as set forth on Schedule 3.5, since the Most Recent Balance Sheet Date, the Company has 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 Company are complete in all material respects.

Section 3.6 No Changes since July 1, 2019. Except pursuant to the terms of this Agreement and as set forth on Schedule 3.6 (with reference to the applicable subsection), since July 1, 2019, the Company has not (a) experienced a material adverse change, event, circumstance or development with respect to its assets or Liabilities, its Business or operations, or its financial condition, results of operations or prospects or in the mix or relative percentage of its assets and Liabilities, (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 on any of its Equity Securities, (e) redeemed, purchased or otherwise acquired any of its Equity Securities, (f) granted or issued any option, warrant or other right to purchase, acquire or exchange any of its Equity Securities or any of its assets, (g) written off as uncollectible any notes or accounts receivable or written down the value of any inventory other than for depreciation of inventory, (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, (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, other than in the ordinary course of business, (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 the Company's relationship with any managed care Payor or other third-party Payor with which the 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. The Company has the entire and exclusive right to use the names listed on Schedule 3.7 and all similar derivations thereof in the operating area of the Business, and all of the goodwill associated with such names, free and clear of all claims and competing uses.

Section 3.8 Real Property and Improvements. The Company does not own any real property. All of the buildings, structures, improvements and appurtenances situated on real property used by the Company 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 current 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 Company; to Sellers' Knowledge, the real property is zoned by the appropriate Governmental Entities to allow for the operation of the Business as presently conducted by the Company.

Section 3.9 Leases. Schedule 3.9 sets forth a complete and accurate list of all leases of real or personal properties to which the 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 Contract (including for each Contract reference to the applicable subsection of this Section 3.10), including all amendments, supplements and other modifications thereto, to which the Company is a party, by which it is bound, or which is used in the Business, including any Contract: (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 the Company or any Affiliate or successor of the 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 the Company; (h) with any supplier of goods, materials or services to the Company, including with any material subcontractor which payments exceed \$5,000 per year; (i) creating a partnership, joint venture or similar arrangement between the Company and any Person; (j) with any federal, state, local or other Governmental Entity; (k) with any sales agent or representative, dealer, distributor or other consultant or independent contractor; (l) that is a Lease; (m) providing in whole or in part for the use of, or limiting the use of, any Intellectual Property; (n) 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; (o) providing for future payments that are conditioned, in whole or in part, on a change in control of the Company, other than employee benefit plans; (p) granting powers of attorney; (q) or series of related Contracts involving aggregate required scheduled payments in excess of [REDACTED] in any one calendar year; (r) for bonuses payable in connection with the consummation of the transactions contemplated by this Agreement; (s) regarding a settlement that imposes an obligation on the Company after the Closing Date; (t) with any Affiliate of the Company or any Seller; (u) with any Payor, including any corrective action plans; or (v) that is a business associate agreement (as the term "business associate agreement" is defined in HIPAA). Each Contract required to be listed on Schedule 3.10 is in effect and to Sellers' Knowledge enforceable, and there exists no breach, violation or default under any such Contract by the Company or, to Sellers' Knowledge, by the other party thereto. The Sellers have provided Buyer with true, accurate and complete copies of each of the Contracts required to be listed on Schedule 3.10 as presently in effect. All Contracts of the Company have been entered into in the ordinary course of business of the Company and have been entered into without the commission of any act alone or in concert with any other Person, and without any consideration having been paid or promised, that is in violation of any Law. The relationship of the Company with the Contracting Parties are good commercial working relationships and 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 the Company. Except as listed on Schedule 3.10, there is no reason to believe that there could be any adverse change in the relationship of the Company with any Contracting Party, and none of the Sellers or the Company has notice of any facts or circumstances that has resulted or could result in an adverse change to a relationship that the Company has with any Contracting Party. There is no pending or, to Sellers' Knowledge, threatened recoupment against the Company by any Payor and there is no basis therefor, and no Payor has alleged or, to Sellers' Knowledge, threatened that there exists an overpayment to the Company nor is there any basis therefor. The Company has not received any correspondence from any Payor stating or indicating in any manner that such Payor intends to recoup, withhold or reduce payments to the Company or in any other material manner modify or amend its Contract with the Company, or that it is considering taking any such action and the Company's relationship with the Payors are good commercial working relationships. The Company has not received any correspondence from any Payor stating or indicating in

any manner that such Payor is dissatisfied with the performance of, or in any other way with, the Company or any Person providing health care services on behalf of the Company. There is no reason to believe that there could be any change in the relationships of the Company with any of the Payors as a result of the transactions contemplated by this Agreement. To Sellers' Knowledge, the Company is not the subject of an existing audit or investigation nor has received notice of any audit or investigation by any Governmental Entity (including any federal or state governmental healthcare authority, agency or instrumentality thereof or anyone acting on its or their behalf) or any Payor (including any Governmental Entity that is a Payor). There is no reason to believe that payments or reimbursements to the Company under any Payor Contract could be reduced below the amounts paid to the Company as of the Closing Date. The Company has not (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 the Company as a party.

Section 3.11 Intellectual Property.

(a) Schedule 3.11(a) lists all Intellectual Property in the name of the Company or in which it has any rights, licenses, or authorizations in each case other than Software. Schedule 3.11(a) also lists all licenses and other rights granted by the Company to any third Person with respect to any of the Intellectual Property and licenses and other rights of Intellectual Property granted by any third Person to the Company. Except as set forth on Schedule 3.11(a), (i) the Company owns and possesses all right, title and interest in and to, or has 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 or necessary for the operation of the Business as presently conducted and none of such Intellectual Property 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 there is no reasonable basis for any such proceeding; (iii) neither the Company nor any registered agent of the Company has received any 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 Company nor any registered agent of the Company has received notice of any proceeding of infringement, or misappropriation, of or other conflict with any intellectual property rights of any third Person; (v) the Sellers have no Knowledge that the Company has 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 Company.

(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 Company or stored on any computer of the Company. The Company owns and possesses all right, title and interest in and to, or has 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 Company has all licenses necessary to use the Software pursuant to the terms of the underlying Software Contract. No proceeding by any third Person against the 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 Company nor any registered agent of the Company has received any 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 the Software. The Company's 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 Company.

Section 3.12 No Litigation. Except as set forth on Schedule 3.12, there is no (and since April 30, 2009 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 the 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. Except as set forth on Schedule 3.12, none of the Company, the Purchased Shares or any asset of the Company is subject to any outstanding order, writ or decree of any court or other Governmental Entity. Except as set forth on Schedule 3.12, the Company has not 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.

(a) All Taxes which are due or payable by the Company (whether or not shown on a Tax Return) or the Sellers and all interest and penalties thereon, whether disputed or not, have been paid in full. All Tax Returns required to be filed by the Company or the Sellers have been accurately prepared in accordance with applicable Laws and duly filed or an extension timely filed with IRS. The Company is not the beneficiary of any extension of time within which to file any Tax Return. Schedule 3.13(a) sets forth a complete and accurate list of (i) the year and type of Tax Return of the Company and each Seller that was not filed timely during the last six (6) years, (ii) the amount, type and corresponding year and Tax Return of any material Taxes of the Company that were not paid timely, and (iii) the amount of any and all interest and penalties imposed thereon. Except as listed on Schedule 3.13(a), none of the Sellers or the 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 Shares or any asset of the Company.

(b) No claim has ever been made in writing and addressed to the Company by a Governmental Entity in a jurisdiction where the Company does not file Tax Returns that it is or may be subject to taxation by that jurisdiction. The Company does not have 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 Liens for Taxes not yet due and payable) on any asset of the Company that arose in connection with any failure (or alleged failure) to pay any Tax.

(d) To the extent required by applicable Laws, the 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, the 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. The 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 the Company, and materially complied with all applicable registration and reporting requirements with respect thereto.

(e) The Company has no material property or obligation, including uncashed checks to vendors, customers or employees, non-refunded overpayments, credits or unclaimed amounts or

intangibles, that is escheatable or reportable as unclaimed property to any Governmental Entity under any applicable escheatment, unclaimed property or similar Laws.

(f) The Company is not, 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 the Company.

(g) No Seller has any claim for any distribution from the Company as a result of the pass-through of taxable income of the Company to such Seller under the Code or otherwise.

(h) As of the Closing, there is no power of attorney given by or binding upon the 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 other than the Company's Certified Public Accountant.

(i) The Company has made a valid election to be an S corporation pursuant to Section 1362 of the Code (and valid state S corporation elections, where applicable); the Company has been a valid S corporation for all U.S. federal income tax purposes (and state Tax purposes, where applicable) at all times since January 1, 2010.

(j) There are no Tax-sharing agreements or similar arrangements (including indemnity arrangements) with respect to or involving any the Company, and, after the Closing Date, the Company shall not be bound by any such Tax-sharing agreements or similar arrangements entered into prior to the Closing. The 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) The Company will not 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) cash basis method of accounting, hybrid cash and accrual basis method of accounting or percentage of completion method of accounting; (iv) "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; (v) 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); (vi) installment sale or open transaction disposition made on or prior to the Closing Date; (vii) prepaid amount or deferred revenue received on or prior to the Closing Date; or (viii) election under Section 108(i) of the Code.

(l) Since April 30, 2009, the Company has never 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) Since April 30, 2009, the Company (including any branch thereof) has not engaged in related party transactions that do not 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 Laws on transfer pricing.

(n) Within the past three (3) years, the Company has not 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) The Company has not entered into any transaction identified as a "reportable transaction" as defined in Section 6707A(c) of the Code and Treasury Regulation Section 301.6011-4(b).

(p) All material deficiencies for Taxes asserted or assessed in writing against the Company have been fully paid, settled or properly reflected in the Financial Statements. Schedule 3.13(p) sets forth a complete and accurate list of all such material Tax deficiencies. No audit or proceeding is pending or, to Sellers' Knowledge, threatened with respect to any Taxes due from or with respect to the Company.

(q) Schedule 3.13(q) lists all federal, state, local, and non-U.S. Tax Returns filed with respect to the Company in the previous six (6) years, indicates those Tax Returns that have been audited, and indicates those Tax Returns that currently are the subject of audit. The Sellers have delivered to Buyer correct and complete copies of all federal income Tax Returns for the previous six (6) years, examination reports, and statements of deficiencies assessed against, or agreed to by the 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 the Company for any taxable period and no request for any such waiver or extension is currently pending.

(r) The Company (i) has not 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 no 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) The Company has no potential liability for any Tax under Section 1374 of the Code in connection with the deemed sale of such Company's assets.

Section 3.14 Compliance with Law.

(a) Except as set forth on Schedule 3.14(a), the Company (including each of its employed and contracted clinical, professional and service personnel) and each of its facilities and assets, whether currently or formerly owned, leased or operated, are and have at all times complied in all material respects with all Laws and have not been charged with, received any 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 the Company's Leases, Contracts, or policies, or any restriction, condition, covenant, or commitment ("Restriction") relating to or concerning the Company, the Business, the Purchased Shares or the Company's facilities and assets, including all Laws and Restrictions regarding (i) employment and employment practices, unemployment compensation, worker's compensation, terms and conditions of employment and wages and hours, discrimination in employment, or unfair labor practices, (ii) Plans, policies, arrangements, commitments or agreements, including the delivery of all notices, reports, descriptions and other communications to participants required by such Laws, (iii) the environment, health, safety or hazardous substances, (iv) corrupt practices, anti-bribery, anti-kickback and other similar Laws, including Healthcare Laws, or (v) the Immigration Reform and Control Act of 1986 and all related regulations promulgated thereunder. The Company has not conducted or initiated any internal investigation or made a voluntary, directed or involuntary disclosure to any Governmental Entity 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, including Healthcare Laws. No officer, agent or employee, or other



Person acting on behalf of the 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) During all time periods for which the relevant statute of limitations has not expired, the Company, including its employed and contracted clinical, professional and service personnel, has been and is in material compliance with all Healthcare Laws applicable to the Company or such personnel. Except as shown on Schedule 3.14(b), no event has occurred, nor does any circumstance exist that could reasonably be expected to give rise to an obligation on the part of the Company to undertake, or to bear all or any portion of the costs of, any remedial action, plan of correction or similar undertaking. Except as shown on Schedule 3.14(b), the Company has not received any notice from any Governmental Entity regarding (i) any violation of or failure to comply with any Healthcare Law, or (ii) any obligation on the part of the Company to undertake, or to bear all or any portion of the cost of, any remedial action, plan of correction or similar undertaking.

(c) No Seller or the Company and none of the Company's Affiliates, officers or personnel, or the physicians or other health care practitioners providing services on behalf of the 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) The Company possesses all material permits, licenses or other authorizations required by the applicable Healthcare Laws to conduct its business as currently conducted. 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 modification or restriction to, any such permit, license or other authorization. The Company has not received any notice from any Governmental Entity regarding any withdrawal, suspension, cancellation, termination of, or modification to any permit, license or other authorization held by the Company.

(e) Except as set forth on Schedule 3.14(e), the Company has not received notice of any proceedings, investigations, administrative actions, penalties, sanctions, fines or other compliance or enforcement actions related to Healthcare Laws from any Governmental Entity.

(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) is or ever has been, convicted of a criminal offense related to the provision of health care items or services, including Healthcare Laws; (iii) 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) has ever been convicted of a felony violation of any Laws.

(g) The 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 the Company has a Contract. The Sellers and the Company have made available to Buyer all documentation material to the Company's qualification for

participation in the Government Programs in which the Company participates, including any accreditation agency reports.

(h) Since April 30, 2009, the Company has timely filed all 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”). To Sellers’ Knowledge, each of such Regulatory Filings was complete, correct and in compliance with applicable Law (including all Healthcare Laws) and, except as set forth on Schedule 3.14(h), no deficiencies or liabilities have been asserted by any Governmental Entity or any party acting on its or their behalf or any Payor with respect thereto. The Sellers and the Company have made available to Buyer complete and correct copies of all such Regulatory Filings. The Sellers and the Company have also made available to Buyer complete and correct copies of all audits by any Governmental Entity and all other material examinations performed with respect to the Company. Except as set forth on Schedule 3.14(h), no fine or penalty has been imposed on the Company by any Governmental Entity and no audits or examinations relating to the Company are currently threatened in writing or, to Sellers’ Knowledge orally, or, to Sellers’ Knowledge, pending.

(i) Each physician, health care professional and services provider who is employed or contracted by the 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 State of Alabama to engage in the practice of medicine or otherwise render medical or clinical services, as applicable, and said license and registration are not suspended, terminated, revoked or restricted in any manner.

(j) Notwithstanding anything contained herein to the contrary, any and all representations and warranties in this Section 3.14 made by the Sellers and the Company relating to any health care professional or health care services provider (each, a “Healthcare Provider”) shall be limited to the period during which each such Healthcare Provider provided services to or on behalf of the Company or the Business, and shall be limited to the extent to which each such Healthcare Provider provided services to or on behalf of the Company or the Business.

(k) The Company has timely filed an attestation in the form attached hereto as Exhibit H (or such other form prescribed by applicable Law) in connection with the Company’s receipt and retention of funds appropriated in the Public Health and Social Services Emergency Fund for provider relief under Public Law 116-136 (the “Relief Funds”), and all terms and conditions set forth in such attestation are true and correct. Pre and post-Closing, the Company’s receipt and retention of the Relief Funds shall comply with all applicable Laws. In the event that a subsequent demand for repayment of the Relief Funds is made on the Company by a Governmental Entity, such a demand shall not constitute a default under Section 3.22 of this Agreement nor create a right to indemnification under Section 9.2 as a result of a breach of Section 3.22 in respect of such repayment obligation.

Section 3.15 Licenses and Permits. The 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 the Company participates or under a Payor Contract by which the Company is bound, all of which licenses, permits and other authorizations are set forth on Schedule 3.15. Each Healthcare Provider providing services to or on behalf of the 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 its, his or her duties for the 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 Entity, and neither the Sellers nor the Company has been notified that such renewals or extensions will be withheld, delayed or restricted in any material respect. The Company is not in violation of, in 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 there is no basis for any revocation, suspension, limitation or termination. None of the Company's employees and independent contractors, or anyone else providing services to the Company, is in violation of, in 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 the 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 there is no basis for any revocation, suspension, limitation or termination. The Sellers and the Company 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 the Company participates or under a Payor Contract by which the Company is bound.

Section 3.16 Employees.

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

(b) Labor Matters. There are no labor troubles (including any work slowdown, lockout, stoppage, picketing or strike) pending or, to Sellers' Knowledge, threatened between the Company, on the one hand, and its employees, on the other hand. No employee of the Company is represented by a labor union; the Company is not 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 the Company; no petition has been filed or proceedings instituted by an employee or group of employees of the 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 the Company; and no demand for recognition of employees of the Company has been made by, or on behalf of, any labor union. The Company is not a party to, or otherwise bound by, any consent decree with, or citation or other order by, any Governmental Entity relating to employees or employment practices. Except as set forth on Schedule 3.16(b), the 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 the Company as consultants or independent contractors of or to the 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 the 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 or other key employee has notified the Company of his or her intention to resign or retire. All employees of the 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) The Company is not 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. None of the Company's employment policies or practices is currently being audited or investigated by any Governmental Entity. There is no pending or, to Sellers' Knowledge, threatened action, proceeding, grievance, lawsuit, unfair labor practice charge, or other charge or inquiry against the Company brought by or on behalf of any employee, prospective employee, former employee, retiree, labor organization or other representative of the Company's employees, or other individual or any Governmental Entity with respect to employment practices.

(d) Each Company employee and contractor has received acceptable background screening results as may be required by Laws or any Governmental Entity.

Section 3.17 Employee Benefit Plans.

(a) Except as set forth on Schedule 3.17(a), the Company does not sponsor, maintain, contribute to or have any obligation to contribute, or has any liability under, any "employee pension benefit plan" (within the meaning of Section 3(2) of ERISA) Multiemployer Plan, equity compensation, stock purchase, stock option, phantom stock, deferred compensation, bonus, incentive, employee loan, severance, employment, change-in-control, fringe benefit, retiree benefit or self-funded plan, medical, dental, vision, disability, life insurance, or any other employee benefit or welfare plans, agreements, programs, policies or other arrangements, whether or not subject to ERISA, for which the Company has had, 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, any Contracts relating to any Plan, including any insurance policies.

Section 3.18 Environmental. The Company (a) is, and at all times since January 1, 2013, 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 Company has disposed of medical waste in material compliance with all Laws and Contracts. The Company has not taken any action and, to Sellers' Knowledge, no other Person has taken any action, that has or would reasonably be expected to result in the 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 the Company. The Company has not entered into any Contract, including any indemnity, pursuant to which the Company has expressly assumed responsibility 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 the Company under any Environmental Law.

Section 3.19 Service Liability. Except as set forth on Schedule 3.19, there is no claim, or the basis of any claim, against the Company for injury to person or property of employees or any third parties suffered as a result of the performance of any service by the 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 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 the Company or was otherwise party to any transaction with the Company during all time periods for which the relevant statute of limitations has not expired, (b) owns any property or right, tangible or intangible, which is used in the Business, (c) has any claim or cause of action against the Company, (d) owes any money to, or is owed any money by, the Company, or (e) is a party to any Contract with the Company. Except as set forth on Schedule 3.20, all of the Leases and the Company's Contracts were entered into with independent third parties who are not Affiliates of the Company, the Sellers 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 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 (x) with whom the Company has any direct or indirect financial relationship (or an immediate family member of such Person) and (y) from whom the Company or its representatives has also received or sent patient or other referrals at any time during the one (1) year period prior to the Effective Date.

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 the Company is indebted or any entity to which the Sellers or the 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 Shares.

Section 3.22 Debt. Except for the Closing Debt, as of the Closing, the Company will have no Debt, and the payment made pursuant to Section 1.3 is the total amount necessary to repay in full the Closing Debt of the Company and the Sellers, release all Liens on the Purchased Shares and the Company's assets, and terminate all agreements, documents and instruments related thereto.

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 the 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 the 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 the Company is a party, a named insured or otherwise the beneficiary of coverage, all of which are in full force and effect. The list includes for each insurance policy the type of policy, form of coverage, policy number, name of insurer, amount of any deductibles and expiration date. All premiums due and payable under all insurance policies of the Company have been paid and the Company is not liable for any retroactive premium or similar adjustment. There is no claim pending under any such policy as to which coverage has been questioned, denied or disputed by the underwriter of such policy. Schedule 3.24 identifies all claims asserted by the Company pursuant to any insurance policy and describes the nature and status of each such claim. The Company has maintained insurance policies of the type and amount required to operate its business and such insurance policies are sufficient in amounts and coverage for compliance with all requirements of Law and all Contracts to which the 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 Company (measured by aggregate billings) for the fiscal year ended December 31, 2019 and for the four (4) 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 Company or notified in writing or to Sellers' Knowledge orally the Company of any intention to do any of the foregoing or to Sellers' Knowledge otherwise threatened to cancel, terminate or alter its relationship with the Company. To Seller's Knowledge, there is no reason to believe that there could be any change in the relationships of the Company with any of its customers as a result of the transactions contemplated by this Agreement.

(b) Schedule 3.25(b) sets forth a complete and accurate list of the ten (10) largest vendors to the Company (based on the aggregate value of materials, supplies, merchandise and other goods and services provided to the Company from such vendors during such period) for the fiscal year ended December 31, 2019 and for the four (4) 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 the Company during such period. Except general and customary price increases, the Company has not 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 the Company at any time after the Closing Date on terms and conditions substantially similar to those used in its current sales to the 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, represent enforceable obligations to the Company arising from services actually performed by the Company in the ordinary course of business and will be collected in the aggregate recorded amounts thereof in accordance with their terms and to the Sellers' Knowledge are not and will not be subject to any contests, claims, counterclaims or setoffs. Schedule 3.26 contains a complete and correct list of all Receivables, which list sets forth the aging of each Receivable. Schedule 3.26 sets forth the standard billing practices of the Company with respect to services provided by the Company including, the billing periods and the types of Contracts. Except as set forth on Schedule 3.26, (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 the Company for any reason, or has otherwise made a claim to set-off or similar claim; (iii) no account debtor or note debtor is insolvent or bankrupt and (iv) all accrued fees are billable and collectible by the Company.

Section 3.27 Capital Expenditures and Investments. The Company's 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 Company since the Most Recent Balance Sheet Date.

Section 3.28 Disclosure. To Sellers' Knowledge, there is no fact or circumstance that materially and adversely affects or would affect the Company, the Business, the operations, or the financial condition or results of operations of the Company that has not been set forth in this Agreement, the Seller Contracts, the Financial Statements, any Schedule, or any Exhibit or certificate attached to this Agreement. No fact or circumstance exists or is contemplated or threatened that might cause any of the representations set forth in this Article III to be untrue in the future.

ARTICLE IV

THE SELLERS' REPRESENTATIONS AND WARRANTIES

To induce Buyer to enter into this Agreement and for the benefit of Buyer, the Sellers represent and warrant, jointly and severally, to Buyer as follows:

Section 4.1 Authorization. Each 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 to which any 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, or (b) result in the creation of any Liens upon such Seller’s Purchased Shares or the Company’s assets, under or pursuant to any Contract, understanding, covenant, commitment or other agreement or instrument of any kind whether oral or written such Seller is a party to, or (c) 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 Shares. Each Seller owns all of the Purchased Shares set forth opposite such Seller’s name on Schedule 4.3, free and clear of any Liens. The Purchased Shares 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. Immediately prior to the Closing, each Seller will have good and marketable title to the Purchased Shares being sold by such Seller, and immediately following Closing, Buyer will have good and marketable title to the Purchased Shares sold by each Seller, in each case, free and clear of all Liens.

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 formed, 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. The execution and delivery of this Agreement and the consummation of the transactions contemplated hereby have been validly authorized by all appropriate company action of Buyer, and this Agreement constitutes the legal, valid and binding obligation of Buyer enforceable against Buyer in accordance with its terms.

Section 5.2 Agreement Not in Breach of Other Instruments. The execution and delivery of this Agreement and the performance and compliance with its terms by Buyer will not conflict with, or result in the breach of, or trigger or accelerate any right or obligation, or constitute a default under (a) Buyer’s organizational documents, (b) any Contract to which Buyer is a party, or (c) any Law or Restriction applicable to Buyer. There is no legal proceeding pending or, to Buyer’s Knowledge, 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 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 SHARES) OF THE COMPANY, 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, EXCEPT AS SET FORTH IN THE REPRESENTATIONS AND WARRANTIES CONTAINED IN ARTICLE III OR ARTICLE IV OF THIS AGREEMENT AND ANY CERTIFICATE DELIVERED PURSUANT HERETO, 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 COMPANY, OR THE PURCHASED SHARES, IS OR SHALL BE DEEMED TO BE A REPRESENTATION OR WARRANTY BY THE COMPANY OR THE 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 SELLERS WITH RESPECT TO ANY INTENTIONAL FRAUD COMMITTED BY SELLERS 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 COMPANY, THE BUSINESS OR THE PURCHASED SHARES.

ARTICLE VI

PRE-CLOSING COVENANTS

Section 6.1 Best Efforts. The Company and the Sellers shall use their Best Efforts to cause the conditions in Article VII to be satisfied.

Section 6.2 Conduct of Business of the Company. From the Effective Date to the Closing, the Company will and the Sellers will cause the Company to (a) conduct its operations only in the ordinary course of business consistent with past practices and in accordance with all Laws and Restrictions; (b) use its best 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 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 Sellers to be untrue or incorrect in any respect, or that could cause a violation in any respect of any covenant, term or condition to be complied with, fulfilled or performed by the Company or the Sellers under this Agreement. From the Effective Date to the Closing, without Buyer's prior written consent, which consent shall not be unreasonably withheld, the Company will not and the Sellers will cause the Company not to (i) issue, sell, dispose of, transfer or grant any Equity Securities or enter into any other agreements of any



character to purchase or acquire any Equity Securities in respect of, in lieu of, or in substitution for, Equity Securities outstanding on the date hereof; (ii) except as set forth on Schedule 6.2, authorize, declare, set aside, make or pay any dividend or other distribution, payable in cash, stock, property or otherwise, with respect to any Equity Securities of the Company; (iii) split, combine, subdivide or reclassify any Equity Securities of the Company; (iv) adopt any amendments to the Company's articles of incorporation or bylaws or effect or become a party to any, recapitalization or similar transaction; (v) change the Company's fiscal year or change their credit, collection or payment policies or procedures, or change their accounting policies or procedures; (vi) cancel any third party Debt owed to the Company; (vii) except as set forth on Schedule 6.2, 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) except as set forth on Schedule 6.2, sell, lease, license, transfer, abandon, assign or otherwise encumber or subject (or allow to become subject) to any Lien or otherwise dispose of any of its tangible or intangible properties, rights or assets; (x) except as incurred in the ordinary course of business make or agree to make any capital expenditures; (xi) except as set forth on Schedule 6.2, enter into any Contract relating to the purchase by the Company of goods, equipment or services of amounts in excess of [REDACTED] per year, or modify or amend or terminate any Contract 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 Company 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 increase the cost to the Company: (1) any Plan or (2) any employment, consulting, change in control, retention, severance or termination agreements with any Company employee, other than at will employment agreements in the ordinary course of business, (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 Company employee any increase in compensation, bonus or fringe or other benefits, change in control, retention, severance or termination pay; (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 Company; (xv) hire any new employees or terminate any employees, unless such hiring or termination is in the Ordinary Course of Business of the Company and is with respect to employees having an annual base salary and incentive compensation opportunity not to exceed \$25,000; (xvi) make any material change to the Company's accounting methods, principles or practices or to the Financial Statements or to the working capital policies applicable to the Company; (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 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 Company, and considered in the aggregate, in substantially the same condition as of the date of this Agreement, ordinary wear and tear excepted; (xix) except as set forth on Schedule 6.2, amend, modify, extend, renew or terminate any real property Lease 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 the Company; (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 the 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 of the Company, or (xxiv) agree to or authorize any Person to take any of, the foregoing actions.

Section 6.3 Access to Information about the Company. Buyer may, from and after the Effective Date through the Closing Date, directly or through its representatives, review the properties, books and records of the Company and its financial and legal condition to the extent Buyer reasonably deems necessary or advisable to familiarize itself with the Business. The Company and the Sellers will permit Buyer and its representatives to have, from the Effective Date through the Closing, reasonable access to the premises, mutually agreed upon representatives (including accountants and lawyers), and books and records of the Company without material disruption to the operation of the Business, and will cause the representatives of the Company to furnish Buyer with financial and operating data and other information with respect to the Business as Buyer from time to time reasonably requests.

Section 6.4 Violations. The Company or the Sellers will notify or will have notified Buyer promptly upon Sellers' Knowledge of any existing or alleged defaults under, violation of or nonconformity with any Law or Restriction relating to, affecting or concerning the Company, the Business, the Purchased Shares or any of the Company's Contracts. Not in any way limiting the foregoing, from time to time prior to the Closing and as necessary, the Sellers shall promptly supplement or amend the Sellers' 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, including for purposes of the indemnification or termination rights contained in this Agreement or of determining whether or not the conditions set forth in Article VII have been satisfied; provided, however, that if Buyer elects to proceed with the Closing, then, following the Closing, Buyer shall not be entitled to seek indemnification or any other remedy against any of the Sellers under this Agreement with respect to any item specifically disclosed on any such Schedule Supplement delivered to Buyer prior to the Closing.

Section 6.5 Risk of Loss. The Company and the Sellers will bear the risk of loss of any of the assets of the Company (by fire, theft, or other casualty), between the Effective Date and the Closing. If a loss occurs that in Buyer's opinion adversely affects the value, use, ownership or occupancy of the Company, the Business, the Purchased Shares or the assets of the Company, Buyer may terminate this Agreement pursuant to Section 8.3(b).

Section 6.6 Negotiation with Others. From and after the Effective Date until the earlier of the Closing or the termination of this Agreement pursuant to Section 8.3, 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 6.7 Regulatory Filings. The Company will make or cause to be made all filings and submissions under any material Laws or regulations applicable to the Company 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 6.8 Financial Statements. From the date hereof until the Closing Date, the Sellers shall promptly deliver to Buyer copies of the monthly unaudited financial statements of the Company as they are finalized, but in no event later than the fifteenth (15th) day following the last date of the applicable month.

ARTICLE VII

CONDITIONS TO BUYER'S AND SELLERS' OBLIGATIONS

Section 7.1 Conditions to Buyer's Obligations. The purchase of the Purchased Shares 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 in the Purchased Shares, the Business, the assets or Liabilities of the Company, or the financial condition, prospects, or results of operations of the Company will have occurred.

(b) Truth of Representations and Warranties. The representations and warranties of the Sellers contained in this Agreement or in any Exhibit or Schedule to this Agreement (without regard to any of the Sellers' disclosure schedules delivered following the date hereof) will be true and correct 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 any such representation or warranty relates to an earlier date (in which case as of such earlier date)).

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

(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 required to be set forth on Schedules 3.4 or 4.2 will have been received, including, without limitation, all consents and approvals from all Governmental Entities with respect to the Certificates of Need and hospice licenses issued to the Company in connection with a change of ownership of the Company as contemplated by this Agreement.

(f) Documentation. All documentation required to be delivered or prepared under this Agreement or necessary to consummate this Agreement will be reasonably satisfactory in form and substance to Buyer and its counsel.

(g) Closing Deliveries. The Sellers and the Company will have executed and delivered to Buyer the items required by Section 8.1.



Section 7.2 Conditions to Sellers' Obligations. The sale of the Purchased Shares by the Sellers and the Sellers' obligations 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 the Sellers, in whole or in part):

(a) Truth of Representations and Warranties. The representations and warranties of Buyer contained in this Agreement or in any Exhibit or Schedule to this Agreement will be true and correct 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 any such representation or warranty relates to an earlier date (in which case as of such earlier date)).

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

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

(d) Closing Deliveries. Buyer will have executed and delivered to the Sellers the items required by Section 8.2.

(e) Buyer will have made the payments set forth in Section 1.1 pursuant to the Funds Flow.

ARTICLE VIII

DELIVERIES AT CLOSING; FURTHER ASSURANCES; TERMINATION.

Section 8.1 Deliveries by Sellers. On or before the Closing Date, the Sellers and the Company will deliver to Buyer the following:

(a) A certificate executed by the Sellers certifying the conditions set forth in Section 7.1(a) – Section 7.1(c).

(b) (i) A Certificate of Compliance (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 the secretary or assistant secretary of the Company certifying and attaching copies of the Company's organizational documents, including all amendments.

(c) A stock certificate representing the Purchased Shares duly executed by an officer of the Company.

(d) A stock power for the Purchased Shares duly endorsed by each Seller for unconditional and irrevocable transfer to Buyer.

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

(f) 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.

- (g) An IRS Form W-9 from each Seller.
- (h) Except as otherwise required by this Agreement, 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 granted with respect thereto, together with all instruments, documents, and UCC financing statements.
- (i) Evidence of termination of any agreements among any of the Sellers with respect to the Company or the Purchased Shares, including, without limitation, the voting of the Purchased Shares and any other agreements affecting the Purchased Shares, if any.
- (j) Resignations of all officers and directors of the Company (solely with respect to such positions and, except as otherwise directed by Buyer, not with respect to employment).
- (k) Evidence of termination of all existing employment agreements by and between the Company and any Seller, if any.
- (l) All the minute books, stock ledgers and similar corporate records, and corporate seal of the Company.
- (m) Original title documents for all titled equipment.
- (n) A general release executed by the Sellers in the form attached hereto as Exhibit C.
- (o) An Employment Agreement by and between Melton and the Company (the "Melton Employment Agreement"), duly executed by Melton.
- (p) Evidence reasonably satisfactory to Buyer that all powers of attorney given by or binding upon the Company have been terminated, including any powers of attorney granted to any accountant or other service provider of the Company.

Section 8.2 Deliveries by Buyer. On or before the Closing Date, Buyer will deliver to the Sellers the following:

- (a) The Cash Purchase Price pursuant to the instructions set forth on the Funds Flow.
- (b) A certificate executed by the appropriate officer of Buyer certifying the conditions set forth in Section 7.2(a) – Section 7.2(b).
- (c) The Melton Employment Agreement duly executed by the Company.
- (d) A general release executed by the Company releasing the Sellers in the form attached hereto as Exhibit E.

Section 8.3 Termination. This Agreement may, by written notice given prior to Closing, be terminated:

- (a) Immediately upon the mutual written consent of Buyer and the Sellers.



(b) By Buyer if (i) the conditions set forth in Section 7.1 have not been satisfied or have not been waived in writing by Buyer by July 31, 2020, (ii) Buyer makes the determination described in Section 6.5 or (iii) any Seller has breached any representation, warranty, covenant, agreement or obligation contained in this Agreement; provided that, in the case of (i), 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 inaccuracy in the Sellers' representations and warranties or the breach of the Sellers' agreements, obligations or covenants is curable through the exercise of the Sellers' 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 cure such inaccuracy or breach within such thirty (30) day period.

(c) By the Sellers if (i) the conditions set forth in Section 7.2 have not been satisfied or have not been waived in writing by the Sellers by July 31, 2020 or (ii) Buyer has breached a representation, warranty, covenant, agreement or obligation contained in this Agreement; provided that the right to terminate this Agreement pursuant to this Section 8.3(c) shall not be available if the Sellers are then in 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 8.3(c), such right to terminate this Agreement shall not be available if the inaccuracy in Buyer's representations and warranties or the breach of Buyer's agreement, obligation or covenant is curable through the exercise of Buyer's commercially reasonable efforts, then the Sellers may not terminate this Agreement for thirty (30) days after the Sellers shall have given written notice of such inaccuracy or 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 may not terminate this Agreement if Buyer cures such inaccuracy or breach within such thirty (30) day period.

Section 8.4 Effect of Termination. If this Agreement is terminated pursuant to Section 8.3, 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 11.1, Section 11.2 and Section 11.4 and except as to liability for breach or default of any covenant, agreement, obligation, representation or warranty. This Section 8.4, and all of Article XI shall survive any termination of this Agreement and remain in full force and effect.

ARTICLE IX

SURVIVAL OF REPRESENTATIONS AND WARRANTIES AND COVENANTS; INDEMNIFICATION.

Section 9.1 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 twenty four (24) 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 Law", Section 3.15 "Licenses and Permits", Section 3.17 "Employee Benefit Plans", and Section 3.18 "Environmental" (collectively, the "Specified Representations"), shall survive until the ninetieth (90th) 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 “Ownership of Purchased Shares and Company Assets”, Section 3.3 “Subsidiaries”, Section 3.4 “No Consent; Restrictions”, Section 3.22 “Debt”, Section 4.1 “Authorization”, Section 4.2 “No Consent; Restrictions”, Section 4.3 “Capitalization; Ownership of Purchased Shares”, and Section 5.1 “Corporate Status and Authority” (collectively, the “Fundamental Representations”), shall survive forever. If, at any time prior to the expiration of the respective survival period set forth in this Section 9.1(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 11.8 or otherwise, then the representation or warranty underlying the claim asserted in such notice and all indemnity obligations under this Article IX related thereto shall survive until such claim is finally and fully resolved in accordance with this Agreement.

Section 9.2 Indemnification.

(a)



(b) Indemnification by Buyer. Buyer will indemnify and hold the Sellers harmless from and against, and will reimburse the Sellers for, any and all Losses incurred, suffered or paid, directly or indirectly, as a result of or arising by reason of, connected to or resulting from, directly or indirectly, and whether such Losses are to third parties, (i) any breach of or inaccuracy in any of Buyer’s representations or warranties contained in this Agreement, (ii) any breach by Buyer of any covenant or agreement contained in this Agreement or (iii) any amounts required to be paid by the Sellers under their personal guaranties provided in connection with the vehicle leases set forth on Exhibit G (other than to the extent that the Buyer’s obligation to indemnify Sellers in connection with the vehicle leases arises or results from an act or omission of the Sellers or the Company prior to Closing, such as the non-payment of any amounts due prior to Closing under such vehicle leases).

(c) 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 IX (an



"Indemnified Person"), and if such Indemnified Person intends to seek indemnity or reimbursement with respect thereto under this Article IX, 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 9.2. The Indemnifying Person shall have fifteen (15) days after receipt of such notice to assume the conduct and control of the Third Party Claim, through counsel 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 the entirety of any and all Losses (with no reservation of rights) the Indemnified Person may suffer resulting from, arising out of, relating to, in the nature of, or caused by 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 the Company, (d) the Indemnified Person does not reasonably believe that such Third Party Claim could negatively impact the Indemnified Person's or the Company's business, relationships with customers, vendors, or other third Persons or future business prospects, (e) the Indemnified Person has not been advised by counsel that an actual or potential 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, violations of Law or any criminal or 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"). 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. 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, 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 the Sellers, 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) 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 (and the Indemnified Person need not consult with, or obtain consent from, the Indemnifying Person in connection therewith) and shall not thereby waive any right to indemnity or reimbursement therefor pursuant to this Agreement. In the event that the Indemnified Person conducts the defense of the Third Party Claim pursuant to this Section 9.2(c)(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 this Article IX.

(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.

(d) Certain Limitations. Following Closing:

(i) the Sellers shall not be liable to Buyer Indemnified Persons under Section 9.2(a)(i) unless the aggregate Losses incurred by the Buyer Indemnified Persons exceed [REDACTED] (the "Basket"), in which case the Sellers shall be jointly and severally, but only up to the amount of the Holdback and thereafter severally and not jointly, liable to the Buyer Indemnified Persons for the full amount of all Losses from the first dollar, including Losses needed to achieve the Basket;

(ii) Buyer shall not be liable to the Sellers under Section 9.2(b)(i) unless the aggregate Losses incurred by the Sellers exceed the Basket, in which case Buyer shall be liable to the Sellers for the full amount of all Losses from the first dollar, including Losses needed to achieve the Basket;

(iii) the aggregate amount required to be paid by the Sellers pursuant to Section 9.2(a)(i) and Section 9.2(a)(vii) as a result of (x) Losses incurred, suffered or paid by Buyer from the Sellers' breach of or inaccuracy in any of their representations or warranties, other than with respect to the representations and warranties set forth in Section 3.14 and Fundamental Representations, shall not exceed [REDACTED] (the "Cap") and (y) Losses incurred, suffered or paid by Buyer from the Sellers' breach of or inaccuracy in any of the representations and warranties set forth in Section 3.14 or the Fundamental Representations shall not exceed the Purchase Price;

(iv) the aggregate amount required to be paid by Buyer pursuant to Section 9.2(b)(i) or (b)(iii) shall not exceed the Cap; and

(v) notwithstanding anything to the contrary contained herein, the limitations set forth in Section 9.2(d)(i) shall not apply to Losses arising out of or resulting from fraud (as defined by §6-5-101 et. seq. Ala. Code), any knowing misrepresentation or willful misconduct.

(vi) notwithstanding anything in this Agreement to the contrary, no Seller shall be required to make payments for indemnification under this Agreement in excess of the amount of the Purchase Price received by such Seller; and

(vii) notwithstanding anything to the contrary contained herein, in no event shall a Seller have any liability to any Buyer Indemnified Person hereunder resulting directly from the breach by the other Seller of any restrictive covenant set forth in Section 10.2(a).

(e) Knowledge and Investigation. The right of any Indemnified Person to indemnification pursuant to this Article IX 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 Company and the Business were intended to provide Buyer with the information necessary for it to enter into this Agreement but shall not 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, except as and to the extent any such information is specifically set forth on the corresponding Schedules intending to qualify the applicable representation or warranty.

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

(h) 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).

(i) Right of Setoff. Upon notice to the Sellers specifying in reasonable detail the basis therefore, Buyer may setoff any amount to which it may be entitled from any of the Sellers. The exercise of such right of setoff by Buyer, whether or not ultimately determined to be justified, will not constitute an event of default under this Agreement or any other agreement between Buyer or any of its Affiliates and the Sellers or any of their Affiliates. Neither the exercise nor failure to exercise such right of setoff will constitute an election of remedies or limit Buyer in any manner in the enforcement of any other remedies that may be available to it.

(j) 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.

(k) Net of Insurance. The amount which the Indemnifying Person is required to pay to the Indemnified Person pursuant to this Article IX shall be reduced by any net insurance proceeds actually recovered by such Indemnified Person for such Losses, giving effect to deductibles or self-insured or co-insurance payments made and net of the present value of any reasonably probable increase in insurance premiums or other reasonable charges paid or to be paid by the Indemnified Person resulting from such Losses and all reasonable costs and expenses incurred by the Indemnified Person in recovering such proceeds from its insurers. Notwithstanding the foregoing, (i) the Indemnified Person shall not be required to make any recovery attempts under any insurance policies or other sources of recovery which may be available to such Indemnified Person or any other Person, and (ii) no Indemnifying Person shall be entitled to delay the making of any indemnification payments which may become due to an Indemnified Person hereunder because of the possibility that such Indemnified Person may in the future receive insurance proceeds or any other amounts from other sources of recovery.

(l) Mitigation. The Indemnified Person agrees to use commercially reasonable efforts to mitigate any Losses that such Indemnified Person reasonably expects will result in a claim for indemnification, upon becoming aware of the applicable event or circumstance (it being understood that nothing herein shall limit the right to seek indemnification hereunder with respect to any costs of any such

mitigation). For the avoidance of doubt, this Section 9(l) shall not be construed in any way to require Buyer or any of its affiliates (including the Company) to bring any proceeding against any of their respective customers or joint venture partners or any other Person.

ARTICLE X **COVENANTS.**

Section 10.1 Tax Matters.

(a) Transfer Taxes. The Sellers shall jointly and severally, but only up to the amount of the Holdback and thereafter severally and not jointly, indemnify Buyer for any Taxes resulting from or payable in connection with the transfer of the Purchased Shares 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, but only up to the amount of the Holdback and thereafter severally and not jointly, 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. Notwithstanding the foregoing, as used herein, "Transfer Taxes" shall not include any transfer taxes imposed by the state of Florida on the sale of the Purchased Shares.

(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. Notwithstanding the foregoing, the Sellers retain the right to file a short year election with the Internal Revenue Service and the Alabama Department of Revenue.

(c) 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 Company 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 Tax Returns described in this Section 10.1(c). 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.



(d) Tax Claims. If any Governmental Entity issues to the Company 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 Company for any period ending on or prior to the Closing (a "Tax Claim"), 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, 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 10.1(d), rather than those of Section 9.2(c), shall apply in the case of any Tax Contest.

(e) Cooperation. In connection with the preparation of Tax Returns and audit examinations relating to the Company 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.

(f) Post-Closing Actions. The parties agree and covenant that the Company shall not take, or be permitted to take, any action not contemplated by this Agreement that is outside the ordinary course of business on the Closing Date after the Closing if such action would materially increase the Tax liability of the Sellers with respect to the Company. The parties further agree and covenant that, without the prior written consent of the Sellers, which consent shall not be unreasonably withheld, conditioned or delayed, the Company shall not make or change any tax election, amend any tax return, or compromise or settle any Tax liability, in each case if such action has retroactive effect to a Tax period ending on or before the Closing Date, and would materially increase the Tax liability of the Sellers in respect of any taxable period ending on or prior to the Closing Date. The parties further agree and covenant that, after the Closing, the Company shall not agree to the waiver or any extension of the statute of limitations relating to the assessment of any Taxes of the Company for any taxable period ending on or prior to the Closing Date, without the written consent of the Sellers, which consent shall not be unreasonably withheld, conditioned or delayed.

(g) Purchase Price Allocation. Within thirty (30) days of the final determination of the Cash Purchase Price pursuant to Section 1.4, Buyer shall deliver to the Sellers an allocation of the Cash Purchase Price (and the relevant liabilities of the Company 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 ("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 10.2 Non-Competition; Non-Solicitation; Non-Disparagement.



(a) Covenants. In consideration of the purchase of the Purchased Shares and other promises contained herein, each Sellers agrees that from the Closing Date until the fifth (5th) anniversary thereof, such Seller will not directly or indirectly through an Affiliate or otherwise:

(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 otherwise associate with any Person that is competitive with the Company with respect to any part of the Business anywhere in the Territory; provided, however, that nothing in this Agreement is intended to restrict any of the Permitted Activities;

(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 the Company, Buyer or any Affiliate thereof to cease doing business with the Company, Buyer or any of their Affiliates, or in any way interfere with the relationship between any such Payor, patient, customer, vendor or business relation, on the one hand, and the Company, Buyer or any of their Affiliates, on the other hand, (II) within the Territory, solicit any business related to the Business from any Payor, patient, current or former customer, vendor or other business relation of the Company, Buyer or any of their Affiliates, or (III) solicit or induce or attempt to solicit or induce, any Person that is or was a physician doing business with the Company to terminate, reduce or cease doing business with the Company, Buyer or any of their Affiliates;

(iii) Non-Solicitation of Employees. solicit or induce, or attempt to solicit or induce, any employee, consultant or representative of the Company, Buyer, or any of their Affiliates to leave his or her employment, consultancy or representative relationship with the Company, Buyer or any of their Affiliates, or in any way interfere with the relationship between the Company, Buyer or any of their Affiliates, 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 the Company, Buyer, or any of their Affiliates;

(iv) Non-Disclosure. in any fashion, form or manner (except in connection with performing services for the Company in the ordinary course of business) (I) use, disclose, communicate or provide or permit access to any Person, or (II) remove from the Company's, Buyer's or any of their Affiliates' premises any notes or records, relating to any confidential, proprietary or secret information of the Company, Buyer or any of their Affiliates (including the identity of Payors, patients, customers, vendors and others with whom the Company, Buyer or any of their Affiliates does business; the 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 the Company, Buyer or any of their Affiliates and the Payors or any other Persons with which they have contracted; the Company's, Buyer's or any of their Affiliates' services, products, software, technology, developments, improvements and methods of operation; the 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 the Company's, Buyer's or any of their Affiliates' employees, physicians, clinicians, nurses and consultants; the Company's, Buyer's or any of their Affiliates' business plans, models or strategies and the information contained therein; the 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). If Sellers are requested (by oral questions, interrogatories, requests for information or documents in legal proceedings, subpoena, or request by a governmental agency or the application of the federal securities laws or other statutes, rules and regulations) to disclose any information regarding the Company, then in connection with any such request, Sellers shall provide Buyer with prompt written notice of any such request (to the extent providing such notice is not

prohibited by law) so that Buyer may in its sole discretion seek a protective order or other appropriate remedy and/or waive compliance with the provisions of this Agreement; provided that in the absence of a protective order or other remedy or the delivery of a waiver in writing by Buyer to Sellers, Sellers are nonetheless legally required to disclose such information, Sellers may, without liability hereunder, disclose that portion of the information that is legally required to be disclosed; or

(v) Non-Disparagement. in any fashion, form or manner make any negative, derogatory or disparaging statements or communications regarding Buyer, the Company, their subsidiaries, the Payors, their respective Affiliates or employees, physicians, clinicians, nurses, patients or their respective businesses. Nothing in this Section 10.2(a)(v) shall limit Sellers' ability to make true and accurate statements or communications in connection with any disclosure any Seller reasonably believes is required pursuant to applicable Law or order.

(b) Sellers' Acknowledgements. The provisions of this Section 10.2 will continue whether or not any Seller is employed by the Company, Buyer or any of their Affiliates. The Sellers recognize the importance of the covenants contained in this Section 10.2 and acknowledge that, based on their past experience, the Business and the currently anticipated plans to expand 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 10.2 are essential elements of this Agreement and that but for these covenants Buyer would not have agreed to purchase the Purchased Shares 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, the 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 10.2. The Sellers represent and warrant that the Business has been and can continue to be conducted throughout the Territory, that the restrictions contained within this Section 10.2 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 Shares and the covenants set forth in this Section 10.2 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 Shares and the covenants set forth in this Section 10.2 reflect the parties' agreement of the measure of Losses that would result from any breach of this Agreement.

(c) Severability. If any covenant contained in this Section 10.2, 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 10.2(a)(i) 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.

(d) 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 IX and Article XI 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 11.8. 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 10.2 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 10.2(d) shall not constitute a waiver of Buyer's rights under Article IX or Article XI of this Agreement and the Sellers shall never be entitled to assert any claim or counterclaim in any jurisdiction except as set forth in Section 11.8.

Section 10.3 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 10.4 Malpractice Tail Insurance. At Closing, (a) the Company and the Sellers shall deliver to Buyer evidence of fully paid for malpractice insurance coverage, with an unlimited extended reporting period and without any deductible, for all acts of the Company, the Sellers and the employees and independent contractors of the Company for all periods of time prior to the Closing (the "Malpractice Tail Policy") and (b) the Company and the Sellers shall provide Buyer with a signed No Loss Warranty Letter, confirming that the Company has reported to the Company's current malpractice insurance carrier all known incidents up to the Closing deemed likely to result in a claim against the Company or any of its providers.

ARTICLE XI

GENERAL PROVISIONS.

Section 11.1 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. All fees and expenses of the Company in connection with the transactions contemplated by this Agreement (including any fees owed to any brokers retained by the Sellers or the Company) are payable jointly and severally by the Sellers, but only up to the amount of the Holdback and thereafter severally and not jointly.

Section 11.2 Brokers and Finders. Except as shown on Schedule 11.2, 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 11.3 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. 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 11.4 Publicity and Confidentiality. The Sellers shall not 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. The Sellers 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 11.4 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 Company to their investors and prospective investors and Buyer and its Affiliates shall have the right to disclose information about the transactions set forth in this Agreement pursuant to their normal fundraising, marketing, information or reporting activities. In the event the Sellers terminate this Agreement pursuant to Section 8.3(c), the terms of that certain Non-Disclosure Confidentiality Agreement, dated May 13, 2019, by and between Buyer and Healthcare Consultants, LLC (on behalf of the Company) shall remain in full force and effect in accordance with its terms.

Section 11.5 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, interests or obligations hereunder, in whole or in part, for collateral security purposes to any lender providing financing to Buyer or the Company or to any third party acquiror of Buyer or the Company. Except as set forth in Section 9.2, nothing in this Agreement is intended to confer any rights or benefits to any third party.

Section 11.6 Entire Agreement; Amendment. This Agreement and the Seller 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 11.7 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 Alabama, notwithstanding any conflict-of-law provisions to the contrary.

Section 11.8 Consent to Jurisdiction; Venue. Except as set forth in Section 10.2(d) and Section 1.4 of this Agreement, Buyer and the Sellers (i) irrevocably submits to the exclusive jurisdiction and venue of the federal courts of the State of Alabama located in Madison County in any action arising out of or in any way connected to this Agreement or any Seller Contract, (ii) agrees that all claims in such action may be decided only in such courts, (iii) waives, to the fullest extent it may effectively do so, the defense of an inconvenient forum, and (iv) consents 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 or any Seller Contract, such party will bring lawsuits only in Madison 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 11.9 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 OR ANY SELLER 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 OR ANY SELLER 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 11.10 Remedies Cumulative. The remedies of the parties under this Agreement are cumulative and shall not exclude any other remedies to which any party may be lawfully entitled.

Section 11.11 Schedules and Exhibits. Subject to Section 11.21, all Schedules and Exhibits referred to herein or attached hereto are hereby incorporated by reference into, and made a part of, this Agreement.

Section 11.12 No Partnership. Nothing in this Agreement will be deemed to create a joint venture or partnership between the parties.

Section 11.13 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 11.14 Execution. This Agreement and each Seller 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 and each Seller Contract shall become effective and binding only 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 or any Seller Contract by the signing/transmitting party.

Section 11.15 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 11.16 Company Assets. If the Sellers or any of their respective Affiliates owns or shall at any time hereafter acquire any rights in any of the Company's assets, the Sellers or Affiliate thereof shall transfer all of their rights, title and interest in such assets to the Company for no additional consideration, and shall execute and deliver such additional documents and instruments and take such other actions as the Company or Buyer shall reasonably request to give effect to the provisions of this Section 11.16.

Section 11.17 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, her 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.

Section 11.18 Introduction. By this reference the introduction to this Agreement is incorporated herein and made a part of this Agreement.

Section 11.19 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 11.20 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 11.21 Schedules; Listed Documents; etc. Neither the listing nor description of any item, matter or document in any Schedule hereto nor the furnishing or availability for review of any document will be construed to modify, qualify or disclose an exception to any representation or warranty of any party made herein or in connection herewith, except to the extent that such representation or warranty specifically refers to such Schedule (including reference to the particular section and/or subsection of this Agreement to which such disclosure relates) and such modification, qualification or exception is clearly described in such Schedule.

Section 11.22 Survival. Any provision of this Agreement that contemplates performance or the existence of obligations after the Closing Date, and any and all representations and warranties set forth in this Agreement, shall not be deemed to be merged into or waived by the execution and delivery of the instruments executed at the Closing, but shall expressly survive the Closing and shall be binding upon the party or parties obligated thereby in accordance with the terms of this Agreement.

[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

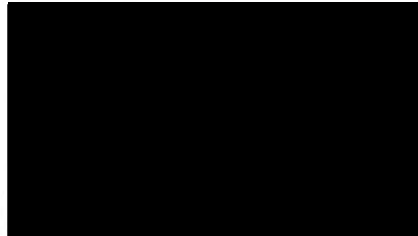
By: 

Name: Jorge Rico

Title: Manager

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

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



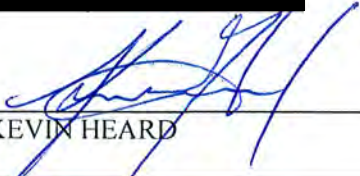
SELLERS:

DocuSigned by:

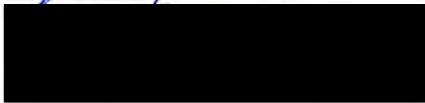
9CA856CD7A264AD

JANET MELTON

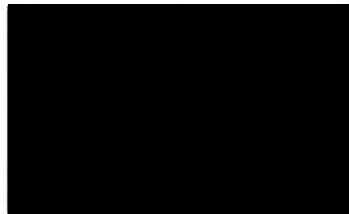




KEVIN HEARD




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



COMPANY:

GOOD SAMARITAN HOSPICE OF MADISON,
INC.

By: 
Name: Kevin D. Heard
Title: CFO

540 Hughes Road, Suite 12
Madison, Alabama 35758
Attention: Kevin Heard and Janet Melton

ANNEX A

DEFINITIONS

“Accounting Principles” means the cash basis of accounting used by the Company for United States federal income tax purposes consistent with the past practice of the Company.

“Accounts Receivable” means the aggregate amount of accounts, commissions and debts payable to the Company, in each case, relating to a date of service occurring, or otherwise aged, no more than thirty (30) days prior to the Closing Date, valued at their face value, less the amount of such accounts, commissions and debts payable to the Company that are not actually collected within ninety (90) days after the Closing.

“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 the Company, (B) a merger, consolidation or other business combination directly or indirectly involving the Company or (C) the direct or indirect acquisition of the Purchased Shares or any other Equity Securities in the Company.

“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 Remaining Cash” 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, (i) each Person directly or indirectly controlling, controlled by or under direct or indirect common control with such specified Person at such time, (ii) each Person who is at such time an officer, limited liability company manager or director of, or direct or indirect beneficial holder of at least 10% of any class of the capital stock of, such specified Person, (iii) each Person that is managed by a common group of executive officers, limited liability company managers and/or directors as such specified Person, (iv) the Members of the Immediate Family (a) of each officer, director, limited liability company manager or holder described in clause (ii) and (b) if such specified Person is an individual, of such specified Person, and (v) each Person of which such specified Person or an Affiliate (as defined in clauses (i) through (iv)) thereof will, directly or indirectly, beneficially own at least 10% of any class of equity interests 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.

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

“Assumption Conditions” has the meaning set forth in Section 9.2(c)(i).

“Basket” has the meaning set forth in Section 9.2(d)(i).

“Best Efforts” means the efforts a prudent Person desirous of achieving a result would use in similar circumstances to achieve that result as expeditiously as possible.

“Business” has the meaning set forth in the Introduction.

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

"Buyer Indemnified Persons" has the meaning set forth in Section 9.2(a).

"Cap" has the meaning set forth in Section 9.2(d)(iii).

"Cash Equivalents" means all cash and cash equivalents of the Company (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).

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

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

"Closing Balance Sheet" means a balance sheet of the Company as of 11:59 PM, Miami, FL Time on the Closing Date, prepared in accordance with the Accounting Principles consistently applied.

"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 Company (or of the Sellers to the extent used to finance the Company's business) as of the Closing, including credit card debt and other Debt secured by the Purchased Shares or the assets of the Company.

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

"Collected Aged AR" has the meaning set forth in Section 1.4(h).

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

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

"Contracting Parties" means the other parties to the Company's Contracts.

"Contracts" means all contracts, agreements, leases, instruments, licenses, commitments, obligations and understandings, in any case whether written or oral, including 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).

"Debt" means all 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 the 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 not included in Net Working Capital; (vii) all obligations of the Company related to litigation which has been settled; (viii) accrued Taxes; (ix) for any and all obligations of other Persons guaranteed by the Company of the types described in clauses (i) through (viii); and (x) 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 on the collateral securing the obligations described in this definition and terminate all Contracts related thereto. Notwithstanding anything herein to the contrary, in no event will the amounts due in the ordinary course of business after the Closing under those operating leases set forth on Exhibit G constitute Debt.

“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.

“Equity Securities” of any Person means any: (i) outstanding capital stock, membership or partnership or other ownership interest of or in such Person; (ii) securities directly or indirectly convertible into or exchangeable for any of the foregoing; (iii) options, warrants or other rights directly or indirectly to purchase or subscribe for any of the foregoing or securities convertible into or exchangeable for any of the foregoing; or (iv) contracts, commitments, agreements, understandings, arrangements, calls or claims of any kind relating to the issuance of any of the foregoing or giving any Person the right to participate in or receive any payment based on the profits or performance of such Person (including any equity appreciation, phantom equity or similar plan or right).

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

“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 Remaining Cash” 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 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 Remaining Cash” 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.

“Fundamental Representations” has the meaning set forth in Section 9.1(a).

“Funds Flow” has the meaning set forth in Section 1.1.

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

“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.

“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 Entity.

“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 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 without limiting any of the foregoing: (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.

“Healthcare Provider” has the meaning set forth in Section 3.14(j).

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

“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.

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

“Holdback Release Date” has the meaning set forth in Section 1.5.

“Indemnified Person” has the meaning set forth in Section 9.2(c)(i).

“Indemnifying Person” has the meaning set forth in Section 9.2(c)(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.

“IRS” means the United States Internal Revenue Service.

“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 Entity, 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.

“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.

“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, lost profits, damages, fines, expenses, Liabilities, obligations, actions or causes of action of every nature and character, whether fixed, accrued or contingent, liquidated or unliquidated, matured or unmatured, direct, derivative or consequential, arising from contract, tort, statute, regulation or otherwise, penalties, charges, assessments, judgments, settlements, or other monetary obligations (including attorneys’, experts and paralegal fees and other expenses and court costs at the administrative, trial and appellate levels) actually incurred, suffered or paid.

“Malpractice Tail Policy” has the meaning set forth in Section 10.4.

“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. For the avoidance of doubt “Materiality Qualifier” shall not include any references to, or qualifications based on, Sellers’ Knowledge.

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

“Melton Employment Agreement” has the meaning set forth in Section 8.1(o).

“Members of the Immediate Family” means, with respect to any individual, (i) such Person’s spouse, (ii) each grandparent, parent, brother, sister or natural or adopted child of such Person or such Person’s spouse, (iii) the spouse of any Person described in clause (ii), (iv) each natural or adopted child of any Person described in clauses (i), (ii) or (iii), (v) each trust created solely for the benefit of one or more of the Persons described in clauses (i) through (iv) and (vi) each custodian or guardian of any property of one or more of the Persons described in clauses (i) through (v) in their capacity as such custodian or guardian.

“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, as of 11:59 PM, Miami, FL Time on the Closing Date, the (a) Accounts Receivable and Work in Process, less (b) the current liabilities of the Company, including any and all liabilities of the Company incurred in connection with, or which correspond to, providing the good and services relating or giving rise to the Accounts Receivable and Work in Process.

“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 the Company for health care or related services rendered or to be rendered to a patient of the 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 Entity that in any way administers, supervises or implements any Government Program.

“Permitted Activities” means the activities set forth on Exhibit F.

“Permitted Liens” has the meaning set forth in Section 3.2.

“Person” means any individual, sole proprietorship, partnership, limited liability company, joint venture, trust, unincorporated association, corporation or other entity or any Governmental Entity.

“PHI” means protected health information.

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

“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 the Sellers or the Company allocable to a Pre-Closing Tax Period, including any Tax resulting from the requirement that the Company change its 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 Allocation” has the meaning set forth in Section 10.1(f).

“Purchased Shares” 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).

“Relief Funds” has the meaning set forth in Section 3.14(k).

“Remaining Cash” means the amount of all cash of the Company deposited in the Company’s bank accounts as of 11:59 P.M. Miami, Florida time on the Closing, but expressly excluding the amount of all uncleared checks and other restricted balances and restricted funds, whether as a security or other deposit, or if cash is restricted by Law, Contract or otherwise.

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

“Schedule Supplement” has the meaning set forth in Section 6.4.

“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.

“Sellers’ Closing Expenses” means all fees, costs, expenses and obligations (including any attorneys’, accountants’, financial advisory or finder’s fees) incurred by or otherwise approved by the Sellers or the Company in connection with: (i) the due diligence conducted by the Sellers or the Company 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 (other than the preparation and submission of a Medicare change of information notice by the Company in connection with the purchase of the Purchased Shares by Buyer), and obtaining any consent required to be obtained in connection with the transactions contemplated by this Agreement (other than any consents required to be obtained by the Company or Buyer from any Governmental Entity resulting from the purchase of the Purchased Shares by Buyer); (iv) bonuses payable to employees, agents and consultants of the Sellers or the Company as a result of the transactions contemplated by this Agreement (including the employer portion of any payroll, FICA, unemployment or similar Taxes); (v) any Transfer Taxes, excluding any transfer taxes imposed by the state of Florida on the sale of the Purchased Shares, or (vi) otherwise in connection with the transactions contemplated by this Agreement and the other agreements contemplated hereby.

“Sellers’ Knowledge” means the awareness of each Seller as to the existence or absence of facts or circumstances after due inquiry.

“Sellers’ Objection” has the meaning set forth in Section 1.4(c).

“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 9.1(a).

“Straddle Tax Period” has the meaning set forth in Section 10.1(b).

“Target Net Working Capital” means \$0.00.

“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 10.1(d).

“Tax Contest” has the meaning set forth in Section 10.1(d).

“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 within a one hundred eighty (180) mile radius of any of the following counties (including, for the avoidance of doubt, anywhere within any of the following counties), all of which represent the counties in which the Company operates the Business as of the Closing: (i) Colbert County, Alabama, (ii) Cullman County, Alabama, (iii) Franklin County, Alabama, (iv) Jackson County, Alabama, (v) Lauderdale County, Alabama, (vi) Lawrence County, Alabama, (vii) Limestone County, Alabama, (viii) Madison County, Alabama, (ix) Marshall County, Alabama, and (x) Morgan County, Alabama.

“Third Party Claim” has the meaning set forth in Section 9.2(c)(i).

“Transfer Taxes” has the meaning set forth in Section 10.1(a).

“Work in Process” means the aggregate amount, as determined by the applicable CMS guidelines, of the accrued work that has been performed by the Company but not billed to a customer as of the Closing and not included in Accounts Receivable.