
MEMBERSHIP AGREEMENT
BY AND AMONG
PRISMA HEALTH,
PRISMA HEALTH EASTERN TENNESSEE,
BLOUNT COUNTY, TENNESSEE,
BLOUNT MEMORIAL HOSPITAL, INCORPORATED,
AND
BLOUNT MEMORIAL FOUNDATION, INC.
November 14, 2024

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MEMBERSHIP AGREEMENT

This **MEMBERSHIP AGREEMENT** (this “**Agreement**”) is made as of this 14th day of November, 2024 (the “**Effective Date**”), by and among Prisma Health, a South Carolina nonprofit corporation (“**Prisma**”), Prisma Health Eastern Tennessee, a Tennessee nonprofit corporation (“**PHET**” and together with Prisma, the “**Prisma Parties**”), Blount Memorial Hospital, Incorporated, a Tennessee nonprofit corporation (“**BMH**”), and Blount Memorial Foundation, Inc., a Tennessee nonprofit corporation (“**Foundation**”) (the foregoing are sometimes referred to herein individually each as a “**Party**” and collectively as the “**Parties**”). Blount County, Tennessee (“**Blount County**”) is party to this Agreement for the limited purposes of Sections 2.3, 3.2, 4.8, 6.5, 8.2 and Article XIII.

RECITALS

WHEREAS, Blount County owns the land and buildings covered under the Lease Agreement (as defined below) that is used to operate Blount Memorial Hospital (“**Hospital**”);

WHEREAS, BMH and the BMH Affiliates (as such term is defined in Exhibit A, Section 13.14(b)) own or lease and operate, in each case on behalf and for the benefit of Blount County, certain assets used in the operation of BMH’s health care delivery system in Blount County, Tennessee and surrounding communities (the “**Service Area**”);

WHEREAS, Prisma operates one of South Carolina’s leading health care systems comprised of acute care hospitals and outpatient centers throughout South Carolina;

WHEREAS, PHET is a Tennessee nonprofit corporation whose sole member is Prisma;

WHEREAS, BMH is the sole member of Foundation, and BMH and Foundation desire to reorganize the Foundation so that, following the Closing, it has no member and is governed by its board;

WHEREAS, Blount County caused the Hospital to be built, and thereafter managed and operated by BMH on its behalf;

WHEREAS, on March 28, 2024, Blount County entered into a Management Agreement with BMH for the management and operation of Hospital (the “**Management Agreement**”);

WHEREAS, Blount County and BMH desire to terminate the Management Agreement and enter into a new lease in connection with the Closing;

WHEREAS, PHET and BMH, exercising their independent business judgment in evaluating options, recognize that their common vision will be best realized through creation of an integrated health system (the “**System**”) with PHET being added as the sole corporate member of BMH on the terms and conditions set forth herein (the “**Transaction**”); and

WHEREAS, the Parties have determined that the Transaction and related commitments contemplated herein are in furtherance of such objectives.

NOW, THEREFORE, the Parties hereto, intending to be legally bound, and in consideration of the premises and the mutual covenants, representations and warranties set forth in this Agreement, as well as other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, do hereby agree as follows:

ARTICLE I

SYSTEM GOVERNANCE

1.1 Sole Member. Effective as of the Closing Date, PHET will be the sole corporate member of BMH.

1.2 Amended Organizational Documents.

(a) BMH. Effective as of the Closing Date, subject to the terms and conditions set forth in this Agreement, BMH shall adopt, and file with the State of Tennessee Department of State, the Second Amended and Restated Charter in the form attached hereto as Exhibit D (the “**BMH Charter**”) and adopt the Amended and Restated Bylaws substantially in the form attached hereto as Exhibit E (the “**BMH Bylaws**”) and together with the BMH Charter, the “**Restated BMH Governing Documents**”). The Restated BMH Governing Documents (i) identify PHET as the sole corporate member of BMH, and (ii) require that BMH’s corporate powers will be exercised, its business and affairs conducted, and its property managed by the BMH Board of Directors (the “**BMH Board**”), subject to, or otherwise limited by, the PHET Reserved Powers (as defined in Section 1.5) and the terms of the BMH Bylaws. Following Closing, BMH shall not amend or restate the BMH Charter to modify or remove the provisions of Section 12 of the BMH Charter.

(b) BMH Affiliates. Effective as of the Closing Date, subject to the terms and conditions set forth in this Agreement, BMH shall cause the BMH Affiliates, excluding the Foundation, to amend their respective charters/articles of organization and bylaws/operating agreements to require that each BMH Affiliate’s corporate powers be exercised, its business and affairs conducted, and its property managed by the BMH Affiliate’s governing body, subject to, or otherwise limited by, the PHET Reserved Powers (collectively, the “**Restated BMH Affiliate Governing Documents**”).

(c) BMH Foundation.

(1) Effective on the Closing Date, subject to the terms and conditions set forth in this Agreement, BMH shall cause the Foundation to adopt, and file with the State of Tennessee Department of State, the Amended and Restated Charter in the form attached hereto as Exhibit F (the “**Foundation Charter**”) and adopt the Amended and Restated Bylaws substantially in the form attached hereto as Exhibit G (the “**Foundation Bylaws**”) and together with the Foundation Charter, the “**Restated Foundation Governing Documents**”), whereby the Foundation will become an independent, memberless Tennessee non-profit corporation with a board of directors but will continue to support the mission and charitable purpose of BMH following the Closing.

(2) No Party shall take any action to amend, or cause the Foundation to amend (i) Article 6, Article 7, or Article 9 of the Foundation Charter, or (ii) Article III, Article IV, or Sections 7 and 8 of Article VIII, or Section 2 of Article XIII, of the Foundation Bylaws, until after the satisfaction of the Capital Commitment.

(3) Prior to the Closing, the BMH Board shall appoint the directors, including the appointment of nominees from Blount County, the City of Alcoa, Tennessee and the City of Maryville, Tennessee, and officers of the Foundation, to be effective as of and immediately following the Closing in accordance with the Foundation Bylaws.

(d) PHET. Effective as of the Closing Date (as defined in Section 8.1), subject to the terms and conditions set forth in this Agreement, (a) PHET shall adopt, and file with the State of Tennessee

Department of State, the Amended and Restated Charter in substantially the form attached hereto as Exhibit H (the “**PHET Charter**”) and adopt the Amended and Restated Bylaws in the form attached hereto as Exhibit I (the “**PHET Bylaws**” and together with the PHET Charter, the “**Restated PHET Governing Documents**”).

1.3 BMH Board. Effective as of the Closing Date, the business and affairs of BMH shall be managed by the BMH Board consisting of three (3) to seven (7) directors. As of the Closing, the initial BMH Board shall include individuals set forth on Schedule 1.3.

1.4 PHET Board.

(a) Effective as of the Closing Date, the business and affairs of PHET shall be managed by a Board of Directors consisting of seven (7) to eleven (11) directors (the “**PHET Board**”). As of the Closing, the initial PHET Board shall include individuals set forth on Schedule 1.4, which shall include (a) certain of the current members of the BMH Board who desire to serve (the “**Legacy Directors**”), and (b) the Prisma President and CEO, or his/her designee, who shall serve ex officio with vote. One of the Legacy Directors, as mutually agreed upon between BMH and PHET, shall serve as the initial chair of the PHET Board following Closing.

(b) The BMH President and CEO shall be invited to attend the PHET Board meetings but shall not be a member of the PHET Board nor have a vote on matters before the PHET Board.

(c) Other than the Prisma President and CEO, the members of the PHET Board shall be residents of the service area of the Hospital and any additional hospitals PHET acquires in Eastern Tennessee. If PHET acquires additional hospitals in Eastern Tennessee following Closing, then the composition of the PHET Board shall be adjusted such that the number of members of the PHET Board (other than the Prisma President and CEO) who are residents of the service area of the Hospital and the service areas such other hospitals shall substantially reflect the proportionate revenue of the PHET operations derived from the Hospital and such additional hospitals.

1.5 PHET Reserved Powers. Following the Closing Date, PHET, acting by majority vote of the PHET Board, will have the following direct or indirect reserved powers (including, at its discretion, the right to exercise but not the obligation to do so), as applicable (the “**PHET Reserved Powers**”), with respect to BMH and the BMH Affiliates, and which will be reflected in PHET’s, BMH’s, and each BMH Affiliate’s governing documents:

(a) approve any amendment or change to the charter of BMH or a BMH Affiliate;

(b) approve any amendment or change to, or the repeal of, the bylaws of BMH or a BMH Affiliate;

(c) initiate any merger or consolidation, or the dissolution, conversion, or liquidation of (including any bankruptcy filing or insolvency proceeding by) BMH or a BMH Affiliate;

(d) subject to the provisions set forth in the BMH Bylaws, appoint or remove the Board of Directors of BMH;

(e) initiate the establishment of any new material academic affiliation by BMH or a BMH Affiliate;

(f) initiate the participation, directly or indirectly, in any joint venture or joint enterprise with one or more third parties, or approve the participation, directly or indirectly, in such a transaction to the extent it may fall outside the parameters for entry into such transactions established by PHET;

(g) in consultation with BMH, develop the operating and capital budgets and forecasts applicable to BMH, and monitor the status of, and hold it accountable for its performance relative to, its budget or forecast, as applicable;

(h) in consultation with BMH, develop the strategic, financial, capital, and operating plans applicable to BMH and monitor the status of, and hold it accountable for its performance relative to, its strategic, financial, capital, and operating plans;

(i) exercise oversight over management of and policies with respect to, and initiate the sale, lease, acquisition, exchange, transfer, conveyance, or other disposition of any assets, or any transaction having a substantively similar effect on, or placement of any lien on, the real or personal property assets (or any interest therein) of BMH or any BMH Affiliate;

(j) approve the participation, directly or indirectly, by BMH in any sale, lease, acquisition, exchange, transfer, conveyance, or other disposition of any assets, or any transaction having a substantively similar effect, or placement of any lien on any asset, to the extent such transaction may fall outside the parameters for entry into such transactions without the prior approval of PHET;

(k) initiate the incurrence of any indebtedness, any operating or capital expenditure, or any investment in (including any loan to) any third party, by BMH, in each case to the extent the same is not included in an approved budget or forecast or other action taken by PHET applicable to BMH;

(l) cause or direct the payment, loan or transfer to PHET of such funds, and in such amounts, as PHET shall determine from time to time, from BMH;

(m) authorization and approval of the closure, sale or other disposition of any hospital program or service line generating net patient service revenue (excluding bad debt and charity care) in excess of One Million Dollars (\$1,000,000);

(n) authorization and approval of the allocation of overhead among the BMH system (including BMH and the BMH Affiliates) and the transfer of funds to pay for the same;

(o) oversight with respect to the preparation and implementation of, and approval of, all financial statements related to the BMH system (including BMH and the BMH Affiliates), the development of system-wide accounting controls, protocols and financial policies and procedures, and the selection of auditors; and

(p) to the extent not expressly set forth above, direct or require that the BMH take any other lawful acts or actions with respect to such entity's business, affairs, management, properties, or activities as PHET shall determine from time to time.

1.6 Participation in Prisma Governance. Following the Closing, subject to the terms and conditions of this Agreement, Prisma shall consider residents of Blount County, Tennessee who meet Prisma's criteria for board service when filling vacancies on the Prisma board of directors. The Chair of the PHET Board shall be included in Prisma's annual board of directors and management retreats.

ARTICLE II

POST-CLOSING COMMITMENTS

2.1 Services Commitments. During the ten (10) year period following Closing (the “**Commitment Period**”), PHET shall cause BMH or its affiliates to (a) continue to operate BMH’s hospital facility as a “General Hospital” as defined in Tenn. Comp. R. & Regs. § 0720-14-.01(37)(a), (b) provide all of the services required thereunder, and (c) continue to provide access to orthopedics, OB/GYN, cancer, general surgery, women’s services, cardiology, imaging, emergency medicine services, primary care, intensive care services, and laboratory services (collectively, the “**Essential Services**”). To the extent BMH desires to eliminate access to any Essential Service from the BMH primary and secondary service area for other than a Force Majeure Event, BMH shall provide written notice to the Foundation with the reasons for doing so and consult with the Foundation. BMH may proceed with such elimination with the consent of the Foundation, which consent shall not be unreasonably withheld, conditioned, or delayed. Nothing in this Section 2.1 prohibits PHET from causing BMH to temporarily interrupt an Essential Service, including during the period of a Force Majeure Event and the applicable Remediation Period, provided BMH resumes the Essential Service within a reasonable time period under the circumstances. For purposes of this Section 2.1, “**Force Majeure Event**” means an event or effect that either cannot be reasonably anticipated or cannot be reasonably controlled, including acts of nature (including fire, flood, earthquake, hurricane, tornado, lightning or natural disaster), war, terrorist activities, sabotage, governmental authority prohibition, labor dispute, strike or lockout, epidemics, pandemics or disease outbreaks or other public health emergencies or quarantine restrictions declared or implemented by any applicable governmental authority, or partial or entire failure of utilities or other vital supplies, and “**Remediation Period**” means, with respect to any occurrence of a Force Majeure Event, the period following such occurrence that PHET or its applicable Affiliate reasonably requires through commercially reasonable efforts to remediate any damage to property, plant or equipment resulting from such Force Majeure Event and/or the period that PHET or its applicable Affiliate reasonably requires through commercially reasonable efforts to resume operations or other status or activity that have been stopped, curtailed or otherwise disrupted as a result of such Force Majeure Event.

2.2 Capital Commitment.

(a) During the Commitment Period, the Prisma Parties shall cause BMH to expend a minimum of Two Hundred and Seventy-Five Million Dollars (\$275,000,000) worth of investments in routine and strategic capital and economic investments in the primary and secondary service areas of BMH, as such areas are reflected on Schedule 2.2 (the “**Capital Commitment**”). The Capital Commitment will be expended primarily in the primary service area of BMH, and is intended to be used to enhance the services provided to residents of Blount County and the primary and secondary service areas of BMH, and shall not be used to acquire another general acute care hospital.

(b) Such expenditures under the Capital Commitment shall be made in accordance with Prisma’s system-wide capital allocation process and may include expenditures for new equipment, replacement equipment, annual maintenance spending, facility renovations, facility reconfigurations, new facilities, medical office space, conversion and integration costs of a system-wide information technology platform, and other capital and economic investments, including the costs associated with the development of new or expanded services, the recruitment and retention of physicians, and joint ventures or partnerships that benefit BMH, and local communities and patients in the primary and secondary BMH service area. Projects so evaluated and approved for implementation shall be set forth in the then current project plan for BMH (the “**Project Plan**”). The initial Project Plan setting forth the Projects approved as of the Effective Date and those currently being evaluated is set forth on Exhibit J. PHET shall cause the Project Plan to be updated as appropriate thereafter during the Commitment Period at least annually.

(c) Without limiting the foregoing, PHET and BMH intend that the Capital Commitment enable BMH to accomplish the following during the Commitment Period: (i) become a market leader in retail health services that provide affordable, accessible care; (ii) recruit additional primary and specialty care providers; (iii) develop a clinically integrated network that offers managed services to aligned, independent providers; (iv) expand service line capabilities; (v) establish robust graduate medical education programs; (vi) upgrade or replace all clinical technology at or near the end of life; (vii) upgrade all patient beds; (viii) improve workflow, facilities, and technologies in key locations such as the emergency department, GI suites, ICUs, ORs and ASCs; (ix) development of a plan for a sophisticated ambulatory footprint, including evaluation of the 24-acre parcel on Highway 411; and (x) address building and program infrastructure needs, prioritizing those that impact both patients and team members.

(d) Within ninety (90) days following the conclusion of each calendar year after the Closing Date until the Capital Commitment is satisfied (but including following the conclusion of the calendar year in which the Capital Commitment is satisfied), Prisma shall provide to the PHET Board and the Foundation a written annual report (including reasonably detailed financial and other information) regarding (i) the aggregate amount expended by BMH in satisfaction of the Capital Commitment for the immediately preceding calendar year and all prior years during the Commitment Period, and (ii) the aggregate amount of any Offset Losses set off against or that have otherwise reduced the Capital Commitment pursuant to Article IX for the immediately preceding calendar year and all prior years during the Commitment Period (each such report, an “**Annual Report**”). The Foundation shall be afforded access to information that is reasonably requested by the Foundation in connection with its review of the Annual Report, and Prisma and BMH shall provide or make available such information to the Foundation as reasonably requested.

(e) When Prisma reasonably believes that it has caused BMH to satisfy the entirety of the Capital Commitment, Prisma shall provide to the Foundation a cumulative written report (including reasonably detailed financial and other information) regarding the aggregate amount expended by BMH in satisfaction of the Capital Commitment during the Commitment Period (the “**Reconciliation Report**”). The Foundation shall be afforded access to information that is reasonably requested by the Foundation in connection with its review of the Reconciliation Report, and Prisma and BMH shall provide or make available such information to the Foundation as reasonably requested. To the extent the Foundation believes the Capital Commitment was not expended by BMH during the Commitment Period (such amount, the “**Shortfall Amount**”), then the Foundation shall have the right pursuant to Section 11.2 to seek specific performance by the Prisma Parties and BMH for the Shortfall Amount, subject to the dispute resolution process provided for in Section 11.1.

2.3 Payment of BMH Debt Obligations. The Prisma Parties shall cause BMH to pay when due all payments required pursuant to the BMH Bonds (as such term is defined on Exhibit A, Section 1.18).

2.4 BMH Charity Care Policies. PHET and BMH shall maintain charity care and financial assistance policies that are no less generous than the policies of BMH in effect immediately prior to the Closing Date, subject to changes in law, policy, or regulation, as applicable. Without limiting the foregoing, following Closing, the parties shall use commercially reasonable efforts to develop and maintain consistent and uniform charity care policies that are uniform across all Prisma wholly-owned hospitals, including BMH, in order to promote a fully integrated system and consistent treatment of patients throughout system facilities.

2.5 BMH Employees and Benefits. At Closing and for twelve (12) months thereafter, PHET shall cause BMH to retain all of the BMH employees; provided such BMH employees satisfy current Prisma system screening and hiring criteria; provided, further, that any single BMH employee may be subject to termination for misconduct or failure to perform his or her duties pursuant to applicable BMH or Prisma-

system human resource policies. At Closing and for twelve (12) months thereafter all retained BMH employees shall (a) maintain comparable titles/positions that are consistent with the titles/positions currently within the Prisma system structure and (b) be provided with compensation and benefits substantially similar in the aggregate to the compensation and benefits in effect at BMH immediately prior to the Closing Date. Following the Closing, PHET shall cause BMH to continue to honor the terms of written employment agreements with any of the BMH employees set forth on Schedule 2.5(a), subject to any revisions agreed upon in any offer letters executed by such employees, and will not cause BMH to terminate any such employment agreement without cause prior to the first anniversary of the Closing; provided such employment agreements comply with all applicable law. For purposes of eligibility, vesting and benefit accrual under the employee benefit plans pursuant to which BMH or Prisma provides benefits to BMH employees following the Closing Date (other than the Prisma Health 457(f) Executive Nonqualified Deferred Compensation Plan), BMH and Prisma, as applicable, shall credit each BMH employee with his or her years of service with BMH or any BMH Affiliate, and any predecessor entities, to the same extent as such employee was entitled immediately prior to the Closing Date to credit for such service under any similar employee benefit plan, provided that such service crediting shall not result in the duplication of any benefits. BMH and Prisma shall cause all Prisma employee benefit plans to waive all limitations as to pre-existing conditions and shall take commercially reasonable efforts to waive, or cause its insurance carriers to waive, waiting periods, if any, with respect to participation and coverage under such employee benefit plans to the extent such employee participated in similar benefit plans sponsored by BMH as of the time immediately prior to such transfer; provided, however, that Prisma shall not be required to waive pre-existing conditions with respect to participation in Prisma's supplemental life insurance plan. Prisma shall cause BMH to credit the BMH employees for any deductibles and out-of-pocket expenses paid (including prior to the Closing Date) in the year of initial participation in Prisma's health benefit plans. At Closing, PHET shall cause BMH to make the payments to the employees listed on Schedule 2.5(b) in payment of fifty percent (50%) of the accrued paid time off of such employees at Closing; the amounts of such payments as of the Effective Date are set forth on Schedule 2.5(b).

2.6 BMH Management. Between the Effective Date and Closing, the Prisma Parties agree to consider in good faith the current BMH interim Chief Executive Officer and other chief officers for roles at BMH and within the Prisma enterprise-wide leadership structure. Following the Closing, the role of the BMH Chief Executive Officer will report to the Chief Operating Officer of Prisma and attend PHET Board meetings as a non-voting attendant. Following the Closing, PHET shall cause the chief officer roles at BMH to be integrated into the Prisma-system management structure, including with respect to roles, job titling, and scope of responsibilities.

2.7 BMH Providers. Following the Closing, PHET shall cause BMH to continue to honor the terms of written employment agreements with all BMH employed physicians and will not cause BMH to terminate any such employment agreement without cause prior to the first anniversary of the Closing; provided such employment agreements comply with all applicable law. In the event any BMH physician employment agreement expires by its terms within twelve months of the Closing, PHET shall cause BMH to offer to extend the term of such employment agreement to a date no sooner than the first anniversary of the Closing.

2.8 BMH Medical Staff. Following the Closing Date, BMH agrees to cooperate in good faith with PHET to integrate the medical staff of BMH into the unified medical staff models of Prisma to ensure the optimization of coverage, continuity, and quality of care. BMH will continue to maintain an open medical staff, other than certain hospital-based service lines and hospital-based specialties for which exclusive provider coverage arrangements may be necessary or appropriate as determined by the PHET Board, and in compliance with Tennessee law.

2.9 Quality and Clinical Performance. Following the Closing, PHET shall make best efforts to integrate and operationalize quality improvement modalities and operating systems at BMH to enhance the provision of the quality of care at BMH and its patients. PHET shall provide an annual report during the Commitment Period to the Foundation on BMH operations and healthcare delivery in Blount County.

2.10 BMH Branding. PHET and BMH shall mutually develop an appropriate and optimal branding strategy for PHET and BMH (the “**Branding Plan**”). Any Branding Plan shall be in accordance with Prisma enterprise branding architecture and standards, and shall ensure that BMH continues to comply with Section 1(g) of Chapter 187 of the Private Acts of 1945 of the State of Tennessee.

2.11 Restricted Gifts and Philanthropy. The Closing of the Transaction shall not affect the investment and application of existing donor-contributed funds (whether restricted or unrestricted) held by BMH or the Foundation. Provided, from and after the Closing, such funds shall continue to be used in a manner consistent with the direction of the donors, for the support of the BMH charitable mission in the Service Area. In addition, PHET shall support community health initiatives provided by BMH through strong collaboration with and administrative and philanthropic development support from the PHET institutional relations, financial and tax, and legal teams, having extensive experience with other PHET wholly-owned hospitals’ supporting organizations.

2.12 Continuing Foundation Support. Upon the Closing, the Prisma Parties shall cause BMH to make available to the Foundation the use of certain space and employees pursuant to that certain Foundation Space and Employee Lease Agreement, by and between BMH and the Foundation substantially in the form attached hereto as Exhibit M (the “**Foundation Space and Employee Lease Agreement**”), which among its terms and conditions shall require during the term of such Foundation Space and Employee Lease Agreement: (a) that the Foundation shall not directly or indirectly engage in, or own the equity securities of any entity that directly engages in, any healthcare service activity competitive to PHET, BMH or the BMH Affiliates, and (b) the Foundation shall not amend or restate its charter or bylaws to stop serving as a supporting organization to BMH and the BMH Affiliates.

ARTICLE III

REPRESENTATIONS AND WARRANTIES

3.1 BMH Representations and Warranties. Subject to the limitations and exceptions disclosed in the correspondingly numbered schedules to this Agreement, BMH represents and warrants to the Prisma Parties that the statements set forth in Exhibit A attached hereto are true and correct as of the date hereof and as of the Closing.

3.2 Blount County Representations and Warranties. Subject to the limitations and exceptions disclosed in the correspondingly numbered schedules to this Agreement, Blount County represents and warrants to the Prisma Parties that the statements set forth in Exhibit B attached hereto are true and correct as of the date hereof and as of the Closing.

3.3 Prisma Parties Representations and Warranties. Subject to the limitations and exceptions disclosed in the correspondingly numbered schedules to this Agreement, the Prisma Parties, jointly and severally, represent and warrant to BMH and Blount County that the statements set forth in Exhibit C attached hereto are true and correct as of the date hereof and as of the Closing.

ARTICLE IV

BMH'S PRE-CLOSING COVENANTS

From the Effective Date to the Closing Date, or the termination of this Agreement in accordance with its terms, whichever occurs first:

4.1 Due Diligence, Access to Records and Facilities. Subject to the terms of the Confidentiality Agreement (as defined in Section 10.3), BMH shall, and BMH shall cause the BMH Affiliates to, provide the Prisma Parties with reasonable access to and opportunity to review, during normal business hours and upon reasonable advance notice, the financial, operational, organization, statistical and all other books and records of BMH and the BMH Affiliates, and BMH shall furnish the Prisma Parties with such additional financial and operating data and other information relating to the Assets and Real Property and to BMH and the BMH Affiliates as the Prisma Parties shall from time to time reasonably request and that is reasonably available, subject to all applicable Laws. The access provided in accordance with this Section 4.1 shall include reasonable access to information with respect to the ongoing management and affairs of BMH and the BMH Affiliates. BMH and the BMH Affiliates shall permit the Prisma Parties to conduct reasonable physical inspections of the Assets and Real Property at times which will not disrupt the businesses of BMH and BMH's Affiliates and the delivery of care to patients; provided, however, that such access shall not permit any representatives of the Prisma Parties to conduct any environmental testing or sampling without the prior written consent of BMH. The Prisma Parties and their respective representatives will not contact any of the employees of BMH, BMH Affiliates or BMH Joint Ventures without the prior written consent of BMH, it being acknowledged that any and all such contacts will be arranged by BMH and that BMH and the Prisma Parties will mutually agree on the timing and manner of such contact.

4.2 Interim Conduct of Business. Except as otherwise provided by this Agreement, from the Effective Date until the Closing Date, BMH shall, and BMH shall cause the BMH Affiliates to:

- (a) exercise commercially reasonable efforts to maintain the Assets and Real Property in the condition, repair and working order of such Assets and Real Property as of the date of this Agreement, subject to ordinary wear and tear and consumption in the Ordinary Course of Business; and not sell, discard or otherwise dispose of or relocate any of the Assets except in the Ordinary Course of Business;
- (b) operate the business of BMH and cause the businesses of each BMH Affiliate to be operated consistent with prior practices and in the Ordinary Course of Business;
- (c) maintain the books of account and records in the Ordinary Course of Business of BMH or BMH Affiliates;
- (d) maintain all current insurance coverage (or substantially comparable replacement coverage upon the expiration thereof) in full force and effect through the Closing Date;
- (e) incur capital expenditures in accordance with existing approved capital budgets and in accordance with the existing time schedules for such expenditures;
- (f) exercise commercially reasonable efforts to preserve the goodwill of BMH and the BMH Affiliates;

(g) exercise commercially reasonable efforts to keep available the services of its officers and employees (except with respect to those employees terminated for cause or attrition of employees consistent with historic levels);

(h) maintain, if applicable, accreditation by an Accrediting Organization and its certification as a health care provider under the Medicare and Medicaid programs;

(i) provide the Prisma Parties promptly with interim financial statements for itself and each BMH Affiliate, as and when they are available; and

(j) maintain the Real Property, including all of the Improvements, in substantially the same condition as of the date of this Agreement, ordinary wear and tear excepted, and shall not demolish or remove any of the existing Improvements, or erect new improvements on the Real Property or any portion thereof, without the prior written consent of the Prisma Parties;

(k) not, without receiving prior written consent of the Prisma Parties,

(1) make any changes, or permit any changes to be made, in the governing documents of BMH or the BMH Affiliates, except for changes expressly authorized by this Agreement or required by law,

(2) amend, modify, extend, renew, or terminate any lease, and shall not enter into any new lease, sublease, license or other agreement for the use or occupancy of any real property;

(3) make any amendments to an existing, or enter into any new, severance, retention or similar agreement with a member of BMH's or a BMH Affiliate's senior management, or

(4) enter into any transaction involving consideration in excess of \$500,000 per occurrence, or \$5,000,000 in the aggregate, except for transactions expressly authorized by this Agreement.

4.3 Reasonable Efforts. From the Effective Date until the Closing Date, upon the terms and subject to the conditions set forth in this Agreement, BMH shall use its commercially reasonable efforts to take, or cause to be taken, all actions, and to do, or cause to be done, and to assist and cooperate with the other Parties in doing, all things necessary, proper or advisable to consummate and make effective the transactions contemplated by this Agreement and cause each of the conditions to the Closing set forth in Article VII over which it exercises control to be satisfied. BMH shall promptly notify the Prisma Parties in writing of any lawsuits, claims, administrative actions or other proceedings asserted or commenced against BMH or any BMH Affiliate or any of their respective officers, trustees or members involving in any material way the businesses, properties or assets of BMH or a BMH Affiliate. BMH shall promptly notify the Prisma Parties in writing of any facts or circumstances, whenever arising, that comes to its attention and that causes, or through the passage of time would or would be reasonably likely to cause any of the representations and warranties of BMH contained in Article III to be untrue or misleading at any time from the Effective Date until the Closing Date; provided, however, that any such notification will not be deemed to have cured any prior inaccuracy in, or breach of, any representation or warranty contained in this Agreement, including for purposes of the applicable termination rights contained in this Agreement or for determining whether the conditions to Closing have been satisfied.

4.4 Consents. BMH shall use its commercially reasonable efforts to, and shall cooperate with the Prisma Parties to (i) as promptly as practicable (and in any event within five (5) business days after the date of this Agreement, unless a later date is mutually agreed to by the parties), make or cause to be made all necessary filings to obtain all Material Consents, all Blount County Material Consents, and such other

consents, approvals, authorizations, and clearances of governmental authorities required to consummate the transactions contemplated hereby; (ii) thereafter make any other required submissions, and pay any fees due in connection therewith required to obtain Material Consents and Blount County Material Consents; (iii) take, or cause to be taken, all appropriate action and do, or cause to be done all things necessary to consummate and make effective the transactions contemplated by this Agreement as promptly as reasonably practicable; (iv) respond to requests from any governmental entity as promptly as reasonably practicable; and (v) obtain from any governmental entities any consents, licenses, permits, waivers, approvals, or authorizations required to consummate the transactions contemplated by this Agreement. BMH shall not withdraw any such filing or submission with any governmental authority without written notice to and consultation with the Prisma Parties. Neither BMH nor any BMH Affiliate shall enter into any agreement with any governmental authority not to consummate or to delay consummation of the transactions contemplated by this Agreement, except with the prior written consent of the Prisma Parties. Neither BMH nor any BMH Affiliate shall take any action that would have the effect of delaying, impairing, or impeding the receipt of any required regulatory approvals from any governmental authority or any Material Consent or Blount County Material Consent required from any other person.

4.5 Mutual Cooperation to Obtain Material Consents. The Prisma Parties and BMH shall jointly control all communications with any governmental entity relating to receiving Material Consents and Blount County Material Consents, and shall jointly determine and direct the strategy and process by which the parties will seek required Material Consents and Blount County Material Consents. This agreement to cooperate shall include, without limitation, good faith efforts to (a) give each other reasonable advance notice of all meetings with any governmental entity, (b) to the extent not prohibited by such governmental entity, not participate independently in any such meeting without first giving the other party (or the other party's outside counsel) an opportunity to attend and participate in such meeting, (c) to the extent practicable, give the other party reasonable advance notice of all oral communications with any governmental entity relating to Material Consents or Blount County Material Consents, (d) if any governmental entity initiates an oral communication relating to Material Consents or Blount County Material Consents, promptly notify the other party of the substance of such communication, (e) provide each other with a reasonable advance opportunity to review and comment upon and consider in good faith the views of the other in connection with all written communications (including any analyses, presentations, memoranda, briefs, arguments, opinions and proposals made or submitted by or on behalf of either party) with a governmental entity relating to Material Consents or Blount County Material Consents, and (f) promptly provide each other with copies of all written communications to or from any governmental entity relating to Material Consents or Blount County Material Consents. The parties may, as they deem advisable and necessary, designate any competitively sensitive materials provided to the other under this Section as "outside counsel only." Such materials and the information contained therein shall be given only to outside counsel and agreed-upon outside consultants of the recipient and will not be disclosed by such outside counsel or outside consultants to employees, officers, or directors of the recipient without the advance written consent of the party providing such materials.

4.6 No Merger or Consolidation. Neither BMH nor any BMH Affiliate shall merge or consolidate with, or acquire (except in the Ordinary Course of Business), any other corporation, business or person.

4.7 Exclusivity. Unless this Agreement has been validly terminated pursuant to Article X hereof, in light of the significant dedication of time and resources required by the Prisma Parties to evaluate and consummate the Transaction, BMH agrees that BMH, the BMH Affiliates and their respective agents, servants, and officers shall not, without the prior written consent of the Prisma Parties, directly or indirectly, through any representative or otherwise, (a) solicit, initiate or engage in discussions or negotiations with third parties, respond to solicitations by third parties, or continue any existing discussion or negotiations with third parties (other than with the Prisma Parties) relating to any potential future arrangement

substantially similar to the Transaction described herein that would conflict with or preclude BMH's ability to participate in the Transaction consistent with the terms and conditions of this Agreement (an "**Alternative BMH Arrangement**"), or (b) participate in any discussions or negotiations regarding an Alternative BMH Arrangement, or otherwise knowingly assist or facilitate any efforts to or attempt by any person or entity (other than with the Prisma Parties) to create an Alternative BMH Arrangement or enter into any agreement or commitment relating to an Alternative BMH Arrangement (whether or not binding).

4.8 Real Estate Cooperation. At Closing, Blount County shall convey all rights, title and interests of Blount County in each parcel of real property, including all improvements, identified on Schedule 4.8 (the "**Blount County Real Estate**"), which as of the Effective Date are owned jointly by Blount County and BMH, to BMH. Blount County shall provide the affidavits and other assurances or documentation reasonably required by the title insurance company issuing the title insurance policies with respect to the Blount County Real Estate. BMH shall be solely responsible for the cost of any title insurance policies corresponding to the Blount County Real Estate and all commitments therefor, as well as any ALTA Land Title Survey or other surveys obtained in connection therewith. Blount County shall be solely responsible for the cost of any applicable deed transfer tax corresponding to the Blount County Real Estate and any cost to record the Quitclaim Deed (as defined below).

4.9 Employee Benefits Matters. Prior to the Closing, BMH shall, or BMH shall cause the BMH Affiliates to, have taken all necessary actions to terminate the Blount Memorial Hospital 403(b) Plan, the Blount Memorial Hospital Retirement Plan, the Blount Memorial Hospital Executive Retirement Plan, the Blount Memorial Hospital Deferred Compensation Plan, the Blount Memorial Hospital Excess Benefit Plan, and the Blount Memorial Physician's Group 401(k) Plan (collectively, the "**BMH Retirement Plans**") contingent on the Closing of the transactions contemplated in this Agreement, in accordance with the terms of each BMH Retirement Plan and all applicable Laws, with the termination of each BMH Retirement Plan to be effective prior to the Closing Date (such effective date, the "**Plan Termination Date**"). Such actions shall include, without limitation: (a) the adoption of resolutions terminating each of the BMH Retirement Plans as of the Plan Termination Date and providing for full vesting of participant account balances as of the Plan Termination Date to the extent required by applicable Law, and for the distribution of account balances as required by the terms of the applicable BMH Retirement Plan and applicable Law, including, without limitation, the tax requirements and qualifications of the Code; (b) steps to ensure that BMH and the BMH Affiliates have made all necessary payments to fund the contributions (i) necessary or required to maintain the tax-qualified status of any of the BMH Retirement Plans, (ii) for elective deferrals (if any) made pursuant to any BMH Retirement Plan for the period prior to termination, and (iii) for employer contributions (if any) for the period prior to termination; and (c) timely providing such notices regarding the termination of the BMH Retirement Plans to the affected BMH employees and third party service providers as may be required under the terms of the applicable service provider agreements. BMH shall deliver to Prisma, prior to the Closing Date, written evidence, in form and substance reasonably satisfactory to Prisma, that BMH has taken all such actions.

4.10 Notices of Developments. BMH shall promptly notify the Prisma Parties in writing of any development that, individually or in the aggregate would, or would be reasonably likely to, give rise to a failure of a condition set forth in Section 7.1 or Section 7.2.

ARTICLE V

PRISMA PARTIES' PRE-CLOSING COVENANTS

From the Effective Date to the Closing Date, or the termination of this Agreement in accordance with its terms, whichever occurs first:

5.1 Access to Records. Subject to the terms of the Confidentiality Agreement, the Prisma Parties shall provide BMH and BMH's personnel, legal counsel, accountants, and technical and financial advisors with reasonable access to and opportunity to review, during normal business hours and upon reasonable notice to the financial, operational, organization, statistical and all other books and records of the Prisma Parties, and the Prisma Parties shall furnish BMH with such additional financial and operating data and other information as BMH shall from time to time reasonably request and that is reasonably available, subject to all applicable Laws, in order that BMH may prepare for Closing.

5.2 Reasonable Efforts. From the Effective Date until the Closing Date, upon the terms and subject to the conditions set forth in this Agreement, the Prisma Parties shall use their commercially reasonable efforts to take, or cause to be taken, all actions, and to do, or cause to be done, and to assist and cooperate with the other Parties in doing, all things necessary, proper or advisable to consummate and make effective the transactions contemplated by this Agreement and cause each of the conditions to the Closing set forth in Article VI over which it exercises control to be satisfied. The Prisma Parties shall promptly notify BMH in writing of any facts or circumstances, whenever arising, that comes to its attention and that causes, or through the passage of time would or would be reasonably likely to cause any of the representations and warranties of the Prisma Parties contained in Article III to be untrue or misleading at any time from the Effective Date until the Closing Date; provided, however, that any such notification will not be deemed to have cured any prior inaccuracy in, or breach of, any representation or warranty contained in this Agreement, including for purposes of the applicable termination rights contained in this Agreement or for determining whether the conditions to Closing have been satisfied.

5.3 Consents. The Prisma Parties shall use their respective commercially reasonable efforts to, and shall cooperate with BMH to (a) as promptly as practicable (and in any event within five (5) business days after the date of this Agreement, unless a later date is mutually agreed to by the parties), make or cause to be made all necessary filings to obtain all Material Consents, all Blount County Material Consents, and such other consents, approvals, authorizations, and clearances of governmental authorities required to consummate the transactions contemplated hereby; (b) thereafter make any other required submissions, and pay any fees due in connection therewith required to obtain Material Consents and Blount County Material Consents; (c) take, or cause to be taken, all appropriate action and do, or cause to be done all things necessary to consummate and make effective the transactions contemplated by this Agreement as promptly as reasonably practicable; (d) respond to requests from any governmental entity as promptly as reasonably practicable; and (e) obtain from any governmental entities any consents, licenses, permits, waivers, approvals, or authorizations required to consummate the transactions contemplated by this Agreement. The Prisma Parties shall not withdraw any such filing or submission with any governmental authority without written notice to and consultation with BMH. The Prisma Parties shall not enter into any agreement with any governmental authority not to consummate or to delay consummation of the transactions contemplated by this Agreement, except with the prior written consent of BMH. The Prisma Parties shall not take any action that would have the effect of delaying, impairing, or impeding the receipt of any required regulatory approvals from any governmental authority or any Material Consent or Blount County Material Consent required from any other person.

5.4 Mutual Cooperation to Obtain Material Consents. The Prisma Parties and BMH shall jointly control all communications with any governmental entity relating to receiving Material Consents and Blount County Material Consents, and shall jointly determine and direct the strategy and process by which the parties will seek required Material Consents and Blount County Material Consents. This agreement to cooperate shall include, without limitation, good faith efforts to (a) give each other reasonable advance notice of all meetings with any governmental entity, (b) to the extent not prohibited by such governmental entity, not participate independently in any such meeting without first giving the other party (or the other party's outside counsel) an opportunity to attend and participate in such meeting, (c) to the extent practicable, give the other party reasonable advance notice of all oral communications with any

governmental entity relating to Material Consents or Blount County Material Consents, (d) if any governmental entity initiates an oral communication relating to Material Consents or Blount County Material Consents, promptly notify the other party of the substance of such communication, (e) provide each other with a reasonable advance opportunity to review and comment upon and consider in good faith the views of the other in connection with all written communications (including any analyses, presentations, memoranda, briefs, arguments, opinions and proposals made or submitted by or on behalf of either party) with a governmental entity relating to Material Consents or Blount County Material Consents, and (f) promptly provide each other with copies of all written communications to or from any governmental entity relating to Material Consents or Blount County Material Consents. The parties may, as they deem advisable and necessary, designate any competitively sensitive materials provided to the other under this Section as “outside counsel only.” Such materials and the information contained therein shall be given only to outside counsel and agreed-upon outside consultants of the recipient and will not be disclosed by such outside counsel or outside consultants to employees, officers, or directors of the recipient without the advance written consent of the party providing such materials.

5.5 Notices of Developments. The Prisma Parties shall promptly notify BMH in writing of any development that, individually or in the aggregate would, or would be reasonably likely to, give rise to a failure of a conditions set forth in Section 6.1 or Section 6.2.

ARTICLE VI

CONDITIONS TO BMH’S OBLIGATION TO CLOSE

The obligation of BMH to close shall be subject to the satisfaction of the following conditions prior to or at the Closing, unless waived by BMH in writing:

6.1 Representations and Warranties. The representations and warranties made by the Prisma Parties in this Agreement shall be true and correct in all respects on and as of the Closing Date (disregarding the terms “Material Adverse Change,” “material,” “materiality,” and similar qualifiers, modifiers or limitations in such representations and warranties and except for representations and warranties which specifically relate to an earlier date), except to the extent that the failure of any such representations and warranties to be true and correct would not, or would not be reasonably likely to, in the aggregate, constitute a Prisma Material Adverse Change (as defined below).

6.2 Compliance with Agreement. The Prisma Parties shall have performed and complied in all material respects with all of their obligations under this Agreement which are to be performed or complied with by the Prisma Parties prior to or at the Closing.

6.3 No Order. As of the Closing, no order, judgment or decree by any court or governmental body shall have been entered restraining, prohibiting or otherwise interfering with the consummation of the transactions contemplated by this Agreement.

6.4 Approvals. The approvals listed on Schedule 6.4 shall have been received, or the applicable notice periods shall have expired, including the expiration of applicable notice periods relating to any filings with the State of Tennessee and federal regulatory authorities and intermediaries, including but not limited to a “no action letter” from the Tennessee Attorney General with respect to the Transaction.

6.5 Bonds. The Prisma Parties shall have executed and delivered, in a form reasonably acceptable to the Parties, that certain Guaranty from Prisma Health to First Horizon TE1, LLC in the form of an obligation issued under Prisma’s Master Trust Indenture, dated as of September 1, 2018, as supplemented and amended.

6.6 Resolutions. No later than five (5) Business Days before Closing, the Prisma Parties shall have furnished BMH with copies of resolutions duly adopted by the authorized governing body of the Prisma Parties approving the execution and delivery of this Agreement, and all other necessary or proper corporate actions to enable the Prisma Parties to comply with this Agreement.

6.7 Delivery of Documents. All of the documents to be delivered to BMH at or prior to the Closing pursuant to Section 8.3 shall be so delivered, in form and substance reasonably satisfactory to BMH.

6.8 Insolvency. Each of the Prisma Parties shall not: (a) be in receivership or dissolution; (b) have made any assignment for the benefit of creditors; (c) have admitted in writing its inability to pay its debts as they mature; (d) have been adjudicated as bankrupt; or (e) have filed a petition in voluntary bankruptcy, a petition or answer seeking reorganization, or an arrangement with creditors under the federal bankruptcy law or any other similar law or statute of the United States or any state, nor shall any such petition have been filed against such Prisma Parties.

6.9 No Material Adverse Change. Notwithstanding the disclosure thereof pursuant to the provisions of this Agreement, between the Effective Date and the Closing Date, there shall have been no material adverse change, or the occurrence of an event that has resulted or can reasonably be expected to result in such change, in: (a) the financial condition, business or property of the Prisma Parties and their respective affiliates taken as a whole, including any event of insolvency or filing for bankruptcy, other than changes expressly permitted under or contemplated by this Agreement; or (b) the Prisma Parties' ability to perform its obligations under this Agreement (“**Prisma Material Adverse Change**”).

ARTICLE VII

CONDITIONS TO THE PRISMA PARTIES' OBLIGATION TO CLOSE

The Prisma Parties' obligation to close shall be subject to the satisfaction of the following conditions prior to or at the Closing, unless waived by the Prisma Parties in writing:

7.1 Representations and Warranties. The representation and warranty contained in Section 13.14(a) of Exhibit A shall be true and correct in all respects on and as of the Closing Date, and the representations and warranties made by BMH in this Agreement other than Section 13.14(a) shall be true and correct in all respects on and as of the Closing Date (disregarding the terms “Material Adverse Change,” “material,” “materiality,” and similar qualifiers, modifiers or limitations in such representations and warranties and except for representations and warranties which specifically relate to an earlier date), except to the extent that the failure of any such representations and warranties to be true and correct would not, or would not be reasonably likely to, in the aggregate, constitute a BMH Material Adverse Change (as defined below).

7.2 Compliance with Agreement. BMH shall have performed and complied in all material respects with all of its obligations under this Agreement which are to be performed or complied with by it prior to or at the Closing.

7.3 No Order. As of the Closing, no order, judgment or decree by any court or governmental body shall have been entered restraining, prohibiting or otherwise interfering with the consummation of the transactions contemplated by this Agreement.

7.4 Approvals. The approvals listed on Schedule 6.4 shall have been received, or the applicable notice periods shall have expired, including the expiration of applicable notice periods relating

to any filings with the State of Tennessee and federal regulatory authorities and intermediaries, including but not limited to a “no action letter” from the Tennessee Attorney General with respect to the Transaction.

7.5 Resolutions. No later than five business days before Closing, BMH shall have furnished the Prisma Parties with copies of: (a) resolutions duly adopted by the governing board of BMH approving the execution and delivery of this Agreement, and all other necessary or proper corporate action to enable BMH to comply with this Agreement; (b) resolutions duly adopted by the governing board of BMH approving amendments to the charter and bylaws of BMH and/or the BMH Affiliates in accordance with the terms of this Agreement; and (c) such other resolutions relative to BMH and the BMH Affiliates as the Prisma Parties may reasonably request.

7.6 Delivery of Documents. All of the documents to be delivered to the Prisma Parties at or prior to the Closing pursuant to Section 8.2 shall be so delivered, in form and substance reasonably satisfactory to the Prisma Parties.

7.7 Insolvency. None of BMH or the BMH Affiliates shall: (a) be in receivership or dissolution; (b) have made any assignment for the benefit of creditors; (c) have admitted in writing its inability to pay its debts as they mature; (d) have been adjudicated as bankrupt; or (e) have filed a petition in voluntary bankruptcy, a petition or answer seeking reorganization, or an arrangement with creditors under the federal bankruptcy law or any other similar law or statute of the United States or any state, nor shall any such petition have been filed against BMH or any BMH Affiliate.

7.8 No Material Adverse Change. Notwithstanding the disclosure thereof pursuant to the provisions of this Agreement, between the Effective Date and the Closing Date, there shall have been no material adverse change, or the occurrence of an event that has resulted or can reasonably be expected to result in such change, in: (a) the financial condition, business or property of BMH or any BMH Affiliate (excluding the Foundation) taken as a whole, including any event of insolvency or filing for bankruptcy, other than changes expressly permitted under or contemplated by this Agreement; (b) an involuntary loss or permanent suspension of the Hospital’s hospital licensure or accreditation; (c) exclusion or debarment of BMH or a BMH Affiliate from participation in the Medicare or Medicaid programs; (d) with respect to a breach of a representation and/or warranty under Exhibit A or an event or occurrence or series of events or occurrences, that individually or in the aggregate would result in or could reasonably be expected to result in a financial loss equal to or greater than 10% of the value of BMH’s net assets as of June 30, 2024; or (e) the BMH’s or any BMH Affiliate’s ability to perform its obligations under this Agreement (a “**BMH Material Adverse Change**”). Notwithstanding the foregoing, with respect to clauses (a) and (d) of this Section 7.8, none of the following will be deemed, either alone or in combination, to constitute, and none of the following will be taken into account in determining whether there has been or will be, a BMH Material Adverse Change: (i) changes generally affecting the economy or BMH and the BMH Affiliates’ industries generally; (ii) changes in general political conditions; (iii) changes in stock markets or credit markets; (iv) changes in Tax rates, Law or GAAP, or the enactment or implementation of any new Law or Tax, or changes in any government or private payor programs generally; (v) any act or omission taken or not taken, as applicable, by BMH or a BMH Affiliate at the written request or with the written consent of PHET hereunder; (vi) an event or circumstance disclosed in the BMH Disclosure Schedules; (vii) natural disasters, epidemic, pandemic or disease outbreak (including the COVID-19 virus), acts of war, sabotage, terrorism, hostilities, military action or any escalation or worsening thereof; (viii) the execution, delivery or performance of this Agreement (including any announcement relating to this Agreement or the fact that PHET and BMH are entering into the Transaction) or any actions taken by BMH or any BMH Affiliate hereunder or in contemplation hereof, or any actions that BMH or any BMH Affiliate or any representative thereof is required to take hereunder; (ix) changes or proposed changes to any law, reimbursement rates or policies of a government entity that are generally applicable to hospitals or health care facilities; (x) changes or proposed changes in requirements, reimbursement rates, policies or procedures of third party payors or

accreditation commissions or organizations that are generally applicable to hospitals or health care facilities; (xi) the effect of physicians or payors moving proposed medical procedures from the facilities owned by BMH and the BMH Affiliates as the result of the announcement of the transactions contemplated by this Agreement; or (xii) the failure of BMH and/or any BMH Affiliate to meet any internal projections or forecasts.

7.9 Bonds. BMH and Blount County shall have executed and delivered, including all third party signatures, in a form reasonably acceptable to the Parties (a) the Amendment to Trust Indenture, dated as of October 4, 2019, among Blount County, BMH and Regions Bank, and (b) the Amendment to Credit Agreement, dated as of October 4, 2019, among Blount County, BMH and First Horizon TE1, LLC.

ARTICLE VIII

CLOSING

8.1 Closing. The closing of the transactions contemplated by this Agreement (the “**Closing**”) shall take place on or about December 1, 2024, or such other date as BMH and the Prisma Parties shall mutually agree in writing (the “**Closing Date**”), but in any event as soon as reasonably practicable following the satisfaction or waiver by the appropriate parties of all of the conditions precedent to closing as set forth in Article VI and Article VII of this Agreement. The Transaction shall be effective on the Closing Date.

8.2 BMH Deliveries at the Closing. At the Closing, in addition to any other documents specifically required to be delivered pursuant to this Agreement, BMH shall deliver to the Prisma Parties the following:

(a) a certificate issued by the Tennessee Department of State attesting to the good standing of BMH and each BMH Affiliate, dated not more than ten (10) days prior to the Closing Date;

(b) copies of the Restated BMH Governing Documents, approved by BMH and executed, as applicable;

(c) copies of the Restated BMH Affiliate Governing Documents, approved by the applicable BMH Affiliate and BMH, and executed, as applicable;

(d) copies of the Restated Foundation Governing Documents, approved by the Foundation and BMH, and executed, as applicable;

(e) a certificate of the President and Chief Executive Officer of BMH, dated as of the Closing Date, certifying that each of the conditions set forth in Section 7.1 and Section 7.2 have been satisfied;

(f) a certificate of the Secretary of the Board of Directors of BMH, dated as of the Closing Date, certifying as true and correct, the due adoption and continued effectiveness of the resolutions of the BMH Board of Directors authorizing and approving BMH’s performance of the transactions contemplated under this Agreement and the execution and delivery of the documents described herein;

(g) evidence of the consents and approvals identified on Schedule 6.4;

(h) evidence of termination of the Management Agreement, effective as of the Closing Date and in form and substance reasonably satisfactory to the Prisma Parties, including without limitation, waiver by Blount County of any rights or claims contained in Sections 10 (other than, for the avoidance of

doubt, the Hospital premises covered under the Lease Agreement) and 11.5 of the Management Agreement;

(i) the Lease Agreement, between BMH and Blount County, in the form attached hereto as Exhibit K (the “**Lease Agreement**”), duly executed by BMH and Blount County;

(j) the Quitclaim Deed, between BMH and Blount County, in the form attached hereto as Exhibit L (the “**Quitclaim Deed**”), duly executed by BMH and Blount County;

(k) the Foundation Space and Employee Lease Agreement, between BMH and Blount County, in the form attached hereto as Exhibit M, duly executed by BMH and the Foundation; and

(l) such other instruments and documents as the Prisma Parties reasonably deem necessary to effect the transactions contemplated by this Agreement.

8.3 Prisma Parties Deliveries at the Closing. At the Closing, in addition to any other documents specifically required to be delivered pursuant to this Agreement, the Prisma Parties shall deliver to BMH and Blount County, if applicable, the following:

(a) a certificate issued by the Tennessee Department of State attesting to the good standing of the Prisma Parties, dated not more than ten (10) days prior to the Closing Date;

(b) copies of the Restated PHET Governing Documents, approved by PHET and executed, as applicable;

(c) a certificate of the President and Chief Executive Officer of Prisma and an authorized officer of PHET, dated as of the Closing Date, certifying that each of the conditions set forth in Section 6.1 and Section 6.2 have been satisfied;

(d) a certificate of the Secretary of the Board of Directors of Prisma, dated as of the Closing Date, certifying as true and correct, the due adoption and continued effectiveness of the resolutions of the Prisma Board of Directors authorizing and approving the performance of the transactions contemplated under this Agreement and the execution and delivery of the documents described herein;

(e) a certificate of the Secretary of the Board of Directors of PHET, dated as of the Closing Date, certifying as true and correct, the due adoption and continued effectiveness of the resolutions of the PHET Board of Directors authorizing and approving the performance of the transactions contemplated under this Agreement and the execution and delivery of the documents described herein; and

(f) such other instruments and documents as BMH and/or Blount County reasonably deems necessary to effect the transactions contemplated by this Agreement, including completed Exhibits and Schedules to this Agreement.

ARTICLE IX

CAPITAL COMMITMENT OFFSET; LIMITATION OF REMEDIES

9.1 Capital Commitment Offset Right.

(a) Subject to and to the extent provided in this Article IX, from and after the Closing Date, in the event of any inaccuracy in or breach of the representations and warranties in Section 3.1 or any failure to obtain a Material Consent prior to Closing that results in Losses to BMH, the BMH Affiliates

(excluding the Foundation following the Closing Date), the Prisma Parties, or their respective Affiliates (the “**Affected Persons**”), then the Prisma Parties may reduce the Capital Commitment in an amount equal to such Losses (the “**Offset Losses**”).

(b) The Prisma Parties may not seek to reduce or offset the Capital Commitment unless and until all Losses of all Affected Persons in the aggregate exceed \$5,000,000.00 (the “**Threshold**”), in which event, if Losses exceed the Threshold, the Prisma Parties may offset all Losses from the first dollar as if such Threshold never existed; provided, this Section 9.1(b) shall not limit in any respect indemnity claims based upon Fraud or Intentional Breach. “**Fraud**” means common law fraud under Tennessee law. “**Intentional Breach**” shall mean a breach of any representation, warranty or covenant or other agreement set forth in this Agreement that is a consequence of an act or failure to act by the breaching party with the knowledge and intent that the taking of such act or failure to take such act would, or would reasonably be expected to, cause such a breach of this Agreement.

(c) The aggregate amount of all Offset Losses shall not exceed \$137,500,000.00; provided, this Section 9.1(c) shall not limit in any respect indemnity claims based upon Fraud or Intentional Breach.

(d) For purposes of (i) determining whether or not a representation or warranty in Section 3.1 has been breached or whether an inaccuracy exists with respect thereto, and (ii) calculating the amount of Losses resulting therefrom, the terms “Material Adverse Change,” “material,” “materiality,” and similar qualifiers, modifiers or limitations shall be disregarded, except in each case with respect to the representation and warranty made in Section 13.14(a) of Exhibit A.

(e) With respect to the Capital Commitment offset rights set forth in this Article IX, all Losses shall be reduced by the amount of any proceeds that any Affected Person actually receives pursuant to the terms of any insurance policies and including any indemnity proceeds that have actually been recovered by an Affected Person in connection with the facts giving rise to the right of indemnification (net of out-of-pocket recovery costs actually incurred by the Affected Person in procuring such proceeds). If such insurance or indemnification proceeds are recovered by an Affected Person for Losses subsequent to the Prisma Parties offsetting or reducing the Capital Commitment in satisfaction of such Losses, the Capital Commitment shall be increased to the extent of the insurance or indemnification payment made. In addition, if an Affected Person recovers any amounts pursuant to any indemnification by any third party for Losses subsequent to the Prisma Parties offsetting or reducing the Capital Commitment in satisfaction of such Losses, the Capital Commitment shall be increased to the extent of the indemnification payment made.

(f) The Prisma Parties agree to, and to cause the other Affected Persons to, use their commercially reasonable efforts to mitigate their Losses upon and after becoming aware of any event or condition that would reasonably be expected to give rise to any Losses that may be offset against or otherwise reduce the Capital Commitment hereunder.

(g) For purposes of this Article IX, “**Losses**” shall mean any and all claims, losses, orders, lawsuits, liabilities, judgments, damages, fines, taxes, penalties, interest, costs and expenses of whatever kind or nature, including court costs, administrative fees, and attorneys’, accountants’, consultants’, expert witnesses’ and other professional advisors’ reasonable fees and expenses; provided that, Losses shall not be deemed to include, any exemplary or punitive damages, except for any such damages to the extent actually awarded and paid to a third party.

9.2 Survival.

(a) The representations and warranties of BMH contained in Section 3.1 of this Agreement or in any certificate delivered pursuant hereto shall survive the Closing until the date that is thirty-six (36) months after the Closing Date; provided, however, that the representations and warranties contained in Sections 1.1, 1.2, 1.3, 1.5, 1.9, 1.11, 1.13, 1.14, 1.16, 1.18, 1.19, 1.20, 1.24, 1.25, and 1.26, of Exhibit A shall survive until ten (10) days after the expiration of the applicable statute of limitations.

(b) The representations and warranties of Blount County contained in Section 3.2 of this Agreement or in any certificate delivered pursuant hereto shall survive the Closing until the date that is thirty-six (36) months after the Closing Date; provided, however, that the representations and warranties contained in Sections 2.1, 2.2, 2.3, 2.5, 2.6, and 2.7 of Exhibit B shall survive until ten (10) days after the expiration of the applicable statute of limitations.

(c) The representations and warranties of the Prisma Parties contained in this Agreement shall terminate at the Closing.

(d) All covenants and agreements that contemplate performance thereof following the Closing Date will survive the Closing Date until fully performed or observed in accordance with their respective terms.

9.3 Exclusive Remedies.

(a) Each Party acknowledges and agrees that the Affected Persons' sole and exclusive remedy following the Closing for monetary relief in respect of the Transaction contemplated by this Agreement and any breach of any representation or warranty, covenant or other agreement relating thereto (other than, for the avoidance of doubt, the Lease and the Foundation Space and Employee Lease Agreement), regardless of the legal theory under which such liability may be sought to be imposed, whether sounding in contract or tort, or whether at law or in equity, or otherwise, shall be the Capital Commitment offset rights pursuant to the provisions set forth in Section 9.1 and Article XI, and no Affected Person will have any other entitlement, remedy or recourse, whether in contract, tort or otherwise for monetary relief, it being agreed that all such other remedies, entitlements and recourse are expressly waived and released to the fullest extent permitted by applicable law.

(b) Each Party acknowledges and agrees that should the Closing occur, the Foundation shall have the sole and exclusive right on behalf of BMH and Blount County to enforce the covenants and obligations of the Prisma Parties under this Agreement, including the last sentence of Section 1.2(a), Sections 1.4 and 1.6, Article II, Article XI, and this Article IX. The Foundation's sole and exclusive remedy via enforcement with respect to any and all claims relating to the post-Closing covenants and obligations of the Prisma Parties under this Agreement, including the last sentence of Section 1.2(a), Sections 1.4 and 1.6, Article II, Article XI, and this Article IX, shall be specific performance and injunctive relief obtained in accordance with the provisions of Article XI. In furtherance of the foregoing, BMH hereby waives on behalf of itself and all other Persons (other than the Tennessee Attorney General) who might claim by, through or under it, from and after the Closing, any and all rights, claims or causes of action that BMH or any such other Person (claiming by, through or under BMH) may have arising under or based upon any law and that related to the Transaction contemplated hereby.

ARTICLE X

TERMINATION

10.1 Events of Termination. Notwithstanding anything herein to the contrary, this Agreement may be terminated, and the transactions contemplated by this Agreement abandoned, upon notice by the terminating party to the other parties at any time before the Closing:

(a) by mutual consent of BMH and PHET;

(b) by either BMH or PHET if a court of competent jurisdiction or other governmental authority shall have issued a non-appealable final order, decree or ruling or taken any other action, in each case having the effect of permanently restraining, enjoining or otherwise prohibiting consummation of the transactions contemplated by this Agreement, or if the satisfaction of any condition to such party's obligation to close the transaction contemplated by this Agreement as provided in Article VI or Article VII hereof, as applicable, becomes impossible or impractical with the use of commercially reasonable efforts and the failure of such condition is not caused by a breach by the terminating party hereto;

(c) by PHET, on the one hand (and provided that neither Prisma Party is then in material breach of this Agreement), in the event of a material breach of this Agreement by BMH, the Foundation, or Blount County, and by BMH, on the other hand (and provided that none of BMH, the Foundation, or Blount County, is then in material breach of this Agreement), in the event of material breach of this Agreement by a Prisma Party, in each case if the breach has continued without cure for a period of ninety (90) days after written notice of such breach by the terminating party;

(d) by PHET in the event of the filing of a petition for relief under federal bankruptcy law by or against BMH or any BMH Affiliate; or in the event of any liquidation, rehabilitation, conservation, or similar proceeding under the applicable Laws or any other fiscal insolvency of BMH or any BMH Affiliate;

(e) by BMH in the event of the filing of a petition for relief under federal bankruptcy law by or against a Prisma Party; or in the event of any liquidation, rehabilitation, conservation, or similar proceeding under the applicable Laws or any other fiscal insolvency of a Prisma Party; and

(f) by either BMH or PHET if the Closing shall not have taken place on or before January 31, 2025 or such later date upon which the Parties mutually agree in writing, provided that the right to terminate pursuant to this subsection (f) shall not be available to any Party whose failure to fulfill any obligation under this Agreement has been the cause of, or resulted in, the failure of the Closing to occur by such date.

10.2 Effect of Termination; Remedies Upon Pre-Closing Termination.

(a) If this Agreement is terminated and the transactions contemplated hereby are abandoned prior to Closing as described in Section 10.1, this Agreement shall become null and void and of no further force and effect, except for the provisions of Article X, Article XI, Article XII, and Article XIII, which shall survive termination of this Agreement; provided, that any claim relating to a breach of this Agreement that has been made prior to the termination of this Agreement shall survive until such claim is finally resolved. The remedies set forth in this Section 10.2 shall be the exclusive remedies of the Parties in the event of termination of this Agreement prior to Closing. Nothing in this Section 10.2 shall be deemed to impair the right of any Party to compel specific performance by the other Parties of their respective

obligations under this Agreement in accordance with the provisions of Article XI. Any disputes resulting from remedies sought by a Party under this Section 10.2 shall be resolved in accordance with Article XI.

(b) If this Agreement is terminated prior to Closing under Sections 10.1, then no Party shall have liability to another as a result of such termination.

10.3 Return of Confidential Information. In the event of termination of this Agreement in accordance with this Article X, each Party shall promptly comply with all obligations set forth in the Confidentiality Agreement, dated February 28, 2024 (the “**Confidentiality Agreement**”) regarding return of all tangible Confidential Information (as defined therein) provided thereto. All Confidential Information will remain subject to the nondisclosure provisions of the Confidentiality Agreement.

10.4 Post-Closing Remedies. This Agreement shall not be subject to termination or rescission after Closing. After Closing, the parties’ remedies shall be as set forth in Article XI.

ARTICLE XI

DISPUTE RESOLUTION

11.1 Disputes. All controversies and claims arising under or relating to this Agreement, including those related to the Prisma Parties’ post-Closing covenants and obligations set forth in this Agreement, shall be addressed in accordance with Article IX and this Article XI. The Parties shall negotiate all matters of joint concern in good faith, with the intention of resolving issues between them in a mutually satisfactory manner.

(a) If a disagreement between the Parties cannot be resolved through informal discussions at the time of the disagreement, it shall be deemed a “**Dispute**” upon one Party (the “**Declaring Party**”) declaring, by the delivery of a written notice (the “**Notice**”) to the other Party, that a Dispute exists. The Notice shall specify the nature and cause of the Dispute and the action that the Declaring Party deems necessary to resolve the Dispute.

(b) The Parties shall use good faith efforts to resolve the Dispute, including the following escalation process, prior to taking other action:

(1) Following receipt of the Notice, the Parties shall, for a period of thirty (30) days after the Notice is received, attempt in good faith to negotiate a resolution of the dispute through discussions between the Parties (the “**Initial Resolution Attempt**”). The Initial Resolution Attempt will include no less than two (2) in-person meetings between the chairs and/or the chief executive officers of the Parties (or their respective designees), each of whom shall have authority from their respective board of directors to resolve the matter.

(2) If the Dispute is not resolved during the Initial Resolution Attempt, the Parties shall, for an additional period of thirty (30) days after the end of the Initial Resolution Attempt, continue to attempt in good faith to negotiate a resolution of the dispute (the “**Extended Resolution Attempt**”). The Extended Resolution Attempt will include no less than two (2) in-person meetings between teams comprised of three (3) members of each Party’s board of directors, and each team shall have authority from their respective board of directors to resolve the matter.

(3) If a Dispute is not resolved within 60 days of the date of the Notice, at the request of either Prisma or the Foundation, BMH shall engage an accounting or consulting firm mutually acceptable to Prisma and the Foundation to serve as a mediator and the Parties shall continue to attempt in

good faith to negotiate a resolution of the dispute for an additional period of thirty (30) days after the end of the Extended Resolution Attempt.

(4) To the extent Prisma and the Foundation cannot reach agreement in good faith to resolve a Dispute, each Party shall have the right to seek specific performance pursuant to Section 11.2.

11.2 Specific Performance.

(a) The Parties agree that irreparable damage would occur in the event that any of the provisions of this Agreement were not performed in accordance with their specific terms or were otherwise breached. Accordingly, each Party agrees that, in the event of any breach by BMH of any covenant or obligation contained in this Agreement, PHET shall be entitled, following the end of the dispute resolution process provided for in Section 11.1, to seek, without proof of actual damages, (i) a decree or other order of specific performance to enforce the observance and performance of such covenant or obligation and (ii) an injunction restraining such breach or threatened breach.

(b) Each Party agrees that, in the event of any breach of any of the covenants and obligations made by the Prisma Parties under this Agreement, including the last sentence of Section 1.2(a), Sections 1.4 and 1.6, Article II, Article IX and this Article XI, the Foundation shall be entitled, following the end of the dispute resolution process provided for in Section 11.1, to seek, without proof of actual damages, (i) a decree or other order of specific performance to enforce the observance and performance of such covenant or obligation and (ii) an injunction restraining such breach or threatened breach.

(c) Each Party acknowledges and agrees that (i) it will not oppose any equitable relief or equitable remedy referred to in this Section 11.2 on the grounds that any other remedy is available at law or in equity, and (ii) no Party will be required to obtain, furnish or post any bond or similar instrument in connection with, or as a condition to, obtaining any equitable relief or equitable remedy referred to in this Section 11.2 (and it hereby irrevocably waives any right it may have to require the obtaining, furnishing or posting of any such bond or similar instrument).

11.3 General. The Parties agree that all aspects of the dispute resolution process in Section 11.1(b)(1)-(3) shall be conducted in confidence. The Parties agree that all statements made in connection with informal dispute resolution efforts shall not be considered admissions or statements against interest by any party. The Parties further agree that they will not attempt to introduce any such statements at any later trial or mediation among the parties.

11.4 Venue. Any legal suit, action or proceeding pursuant to this Article XI shall be instituted in the Tennessee state courts sitting in Blount County, Tennessee or the United States District Court for the Eastern District of Tennessee and each Party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding. Service of process, summons, notice, or other document by mail to such Party's address set forth in this Agreement shall be effective service of process for any suit, action, or other proceeding brought in any such court. The Parties irrevocably and unconditionally waive any objection to the laying of venue of any suit, action, or any proceeding in such courts and irrevocably waive and agree not to plead or claim in any such court that any such suit, action or proceeding brought in any such court has been brought in an inconvenient forum.

ARTICLE XII

CONFIDENTIALITY

12.1 Publicity. Each party agrees not to issue any press releases or disclose any other information to the general public regarding this Agreement or the transactions contemplated hereby without the prior written consent of the other parties, which consent may not be unreasonably withheld, but shall include the right to review and approve the language of any press release. The parties further agree to work together on joint press releases and/or public disclosures whenever possible.

12.2 Confidential Information. The Parties shall, and shall instruct each of their respective Affiliates, associates, partners, employees, agents, and advisors to fully comply with the obligations set forth in the Confidentiality Agreement. Each Party agrees that it shall at all times hold all Confidential Information in confidence, in accordance with applicable Law, and will not directly or indirectly disclose Confidential Information to any Person, or use Confidential Information for the benefit of any Person other than BMH or PHET (as applicable), except to the extent that such disclosure is required by applicable Law, regulation, court order, subpoena, administrative proceeding or other legal, governmental or regulatory process. If a Party or its Affiliates are required pursuant to the foregoing to disclose Confidential Information, such Party shall notify the other Party promptly and shall cooperate in any lawful efforts which the Party owning the Confidential Information may make to prevent or limit such disclosure or obtain an appropriate protective order concerning such disclosure (at the expense of the Party attempting to prevent the disclosure). For purposes hereof, “**Confidential Information**” shall mean all information, in any tangible or intangible form or medium, which belongs to, is used by or is in the possession of a Party and/or its Affiliates concerning such Party and/or its Affiliates or their respective businesses, operations, assets, liabilities, finances, records, strategies, plans, budgets, employees, employee compensation, or legal, regulatory or Tax affairs, but excluding, however, such information which is or becomes generally known by or available to the public other than as a result of disclosure thereof by any Person in violation of any obligation of confidentiality (whether contractual or otherwise) to the disclosing Party and/or its Affiliates.

ARTICLE XIII

MISCELLANEOUS PROVISIONS

13.1 Waivers and Amendments. The rights and remedies of the Parties provided for in this Agreement are cumulative and not alternative. Neither the failure nor any delay by any Party in exercising any right, power, or privilege under this Agreement will operate as a waiver of such right, power, or privilege, and no single or partial exercise of any such right, power, or privilege will preclude any other or further exercise of such right, power, or privilege or the exercise of any other right, power, or privilege. To the maximum extent permitted by applicable law, (a) no claim or right arising out of this Agreement or the documents referred to in this Agreement may be waived by any Party, in whole or in part, unless such waiver is in writing signed by such Party; (b) no waiver that may be given by a Party will be applicable except in the specific instance for which it is given; and (c) no notice to or demand on one Party will be deemed to be a waiver of any obligation of such Party or of the right of the Party giving such notice or demand to take further action without notice or demand as provided in this Agreement. This Agreement may not be amended or modified except with the written consent of each of the Parties hereto.

13.2 No Third-Party Beneficiaries. This Agreement is intended solely for the benefit of the Parties hereto and not for the benefit of any other person or entity.

13.3 Binding Effect. Except as provided otherwise, all of the terms and provisions of this Agreement shall be binding upon and inure to the benefit of and be enforceable by the duly authorized successors and assigns of the Parties hereto.

13.4 Headings. The headings contained in this Agreement, in any Exhibit or Schedule hereto are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. All Exhibits and Schedules annexed hereto or referred to herein are hereby incorporated in and made a part of this Agreement as if set forth in full herein. Any capitalized terms used in any Schedule or Exhibit but not otherwise defined therein, shall have the meaning as defined in this Agreement. When a reference is made in this Agreement to a Section or Exhibit such reference shall be to a Section of, or an Exhibit to, this Agreement unless otherwise indicated.

13.5 Entire Agreement. The Parties agree that this Agreement, including the schedules and exhibits hereto as well those provisions of the Confidentiality Agreement that are explicitly described herein, which are incorporated herein by reference, represents the complete and exclusive statement of the agreement among them with respect to the subject matter hereof and supersedes all other agreements, oral or written, between them relating to the subject matter of this Agreement, including that certain Letter of Intent by and among BMH, Blount County and Prisma, dated July 18, 2024.

13.6 Assignment. No Party shall assign this Agreement or any of its rights or obligations hereunder (including by operation of law in connection with a merger or consolidation) without the prior written consent of the other parties. Any attempt at assignment of this Agreement in violation of this Section 13.6 shall be void and of no effect.

13.7 Notices. Any and all notices and other communications made or given pursuant to this Agreement shall be in writing and shall be sufficiently made or given if transmitted by hand delivery with receipt therefore, by certified or registered mail, postage prepaid, return receipt requested, or by a national overnight delivery service with guaranteed next-day delivery with receipt therefore, addressed as provided below; or, if the receiving party consents in advance, transmitted and received via email or via such other electronic transmission mechanism as may be available to the parties. If a notice or communication is transmitted by hand delivery, certified or registered mail or Federal Express or other delivery service, as provided above, then such notice or communication shall be addressed as follows:

If to the Prisma Parties: Prisma Health
300 East McBee Avenue, Suite 500
Greenville, South Carolina 29601
Attention: Mark S. O'Halla, President and Chief
Executive Officer

With a copy to: Prisma Health
300 East McBee Avenue, Suite 500
Greenville, South Carolina 29601
Attention: EVP and Chief Legal Officer

and

McDermott Will & Emery LLP
444 West Lake Street, Suite 4000
Chicago, Illinois 60606-0029
Attention: Kerrin Slattery, Esq.

If to Blount County: Blount County Mayor
341 Court Street
Blount County Courthouse
Maryville, Tennessee 37504

With a copy to: County Attorney
341 Court Street
Blount County Courthouse
Maryville, Tennessee 37504

and

Bass, Berry & Sims PLC
150 Third Avenue South, Suite 2800
Nashville, Tennessee 37201
Attention: J. James Jenkins, Jr.

If to BMH: Blount Memorial Hospital, Incorporated
907 East Lamar Alexander Parkway
Maryville, Tennessee 37804
Attention: Chief Executive Officer

With a copy to (if prior to Closing):

Bass, Berry & Sims PLC
150 Third Avenue South, Suite 2800
Nashville, Tennessee 37201
Attention: J. James Jenkins, Jr.

With a copy to (if after Closing):

Prisma Health
300 East McBee Avenue, Suite 500
Greenville, South Carolina 29601
Attention: EVP and Chief Legal Officer

and

McDermott Will & Emery LLP
444 West Lake Street, Suite 4000
Chicago, Illinois 60606-0029
Attention: Kerrin Slattery, Esq.

If to the Foundation: Blount Memorial Foundation, Inc.
101-103 W. Broadway
Maryville, Tennessee 37801
Attention: President

With a copy to: Bass, Berry & Sims PLC
150 Third Avenue South, Suite 2800
Nashville, Tennessee 37201

Attention: J. James Jenkins, Jr.

or such other address as the party may designate in writing to the other party from time to time. Notices and communications shall be effective when received.

13.8 Counterparts. This Agreement may be executed in two or more counterparts, and each such counterpart hereof shall be deemed to be an original instrument, but all such counterparts together shall constitute but one agreement.

13.9 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Tennessee.

13.10 Severability. If any of the terms or provisions of this Agreement or the application thereof to any person or this Agreement or the application thereof to any person or circumstance shall be held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement and the application of such terms or provisions to other persons or circumstances shall not be affected thereby, but rather shall be enforceable to the greatest extent permitted by law. In substitution for any provision of this Agreement held unlawful, invalid or unenforceable, there shall be substituted a provision of similar import reflecting the original intent of the parties hereto to the fullest extent permissible under law.

13.11 Expenses. Each party hereto shall pay its own legal, accounting, out-of-pocket and other expenses incident to this Agreement.

13.12 Disclosure Schedules. Notwithstanding anything to the contrary contained in this Agreement or in any of the sections of the Schedules delivered by BMH hereto (the “**Disclosure Schedules**”), any information disclosed in one Section of the Disclosure Schedules shall be deemed to be disclosed in such other sections of the Disclosure Schedules and applicable to such other representations and warranties to the extent that the disclosure is reasonably apparent from a reading of such disclosure item to be applicable to such other Section of the Disclosure Schedules and such other representations and warranties. Any disclosures in the Disclosure Schedules that refer to a document are qualified in their entirety by reference to the text of such document, including all amendments, exhibits, schedules and other attachments thereto. The Disclosure Schedules may include items and information that are not “material” relative to the entire business BMH and/or the BMH Affiliates, taken as a whole, and such inclusion shall not be deemed to be an acknowledgment or agreement that any such item or information (or any non-disclosed item or information of comparable or greater significance) is “material” or to further define the meaning of such term for purposes of this Agreement or otherwise.

13.13 Time of Essence. Time is of the essence in the performance of this Agreement. This Section may be waived only in a writing expressly referring hereto.

13.14 Further Assurances. After the Closing, each Party shall take such further actions and execute and deliver such additional documents and instruments as may be reasonably requested by the other Party in order to perfect and complete the transactions specifically contemplated herein.

[The remainder of this page intentionally left blank.]

IN WITNESS WHEREOF, and intending to be legally bound, the parties hereto have executed this Agreement as of the date first written above.

PRISMA HEALTH

By: _____

Name: Mark S. O'Halla

Title: President and Chief Executive Officer

PRISMA HEALTH EASTERN TENNESSEE

By: _____

Name: Mark S. O'Halla

Title: Chair

BLOUNT MEMORIAL HOSPITAL, INCORPORATED

By: _____

Name: Jonathan Smith

Title: President and Chief Executive Officer

BLOUNT MEMORIAL FOUNDATION, INC.

By: _____

Name: Greg Wilson

Title: Board President

IN WITNESS WHEREOF, and intending to be legally bound for only the limited purposes of Sections 2.3, 3.2, 4.8, 6.5, 8.2 and Article XIII, Blount County, Tennessee has executed this Agreement as of the date first written above.

BLOUNT COUNTY, TENNESSEE

By: _____

Name: Ed Mitchell

Title: Mayor

Exhibit A

REPRESENTATIONS AND WARRANTIES OF BMH AND THE BMH AFFILIATES

1.1 Organization and Standing.

(a) BMH is a nonprofit corporation duly organized and validly existing and in good standing under the laws of the State of Tennessee. Each of the BMH Affiliates (defined below) is duly organized and validly existing under the applicable section of the Tennessee Code, and in good standing under the laws of the State of Tennessee. Each of BMH and the Foundation has the corporate or other power and authority to carry on its business as it has been and is presently operated and to enter into and perform its obligations under this Agreement.

(b) A complete list of BMH and each of Affiliates is set forth on Schedule 13.14(b) (each a “**BMH Affiliate**”). Except as otherwise noted on Schedule 13.14(b), BMH is the sole member or shareholder of each BMH Affiliate. The term “**Affiliate**” when used in connection with a particular entity means any Person directly or indirectly controlled by or under common control with such entity, including but not limited to the Foundation and Blount Memorial Physician Group, Inc. “**Control**” or “**controlled by**” shall mean the power to elect through membership, ownership, contract, or otherwise, more than fifty percent (50%) of the board of trustees, directors or managers (or others performing similar functions) of a Person. “**Control**” also includes the power to direct or cause the direction of the policies and management of an entity, whether through contract, membership interests, ownership of voting securities, a lease, a management agreement, or other arrangement. The term “**Person**” means any individual, partnership, limited liability company, corporation, joint venture, trust, business trust, governmental authority, cooperative or other association or any other entity (including any governmental authority).

(c) Neither BMH nor any BMH Affiliate is a party to any joint venture, partnership or similar arrangement with fifty percent (50%) or lesser ownership except for those identified on Schedule 13.14(c) (each of “**BMH Joint Venture**” and collectively, the “**BMH Joint Ventures**”). BMH or a BMH Affiliate owns, of record and beneficially, the number and type of ownership interests in each such BMH Joint Venture as set forth on Section 13.14(c). All of the membership interests held by BMH in each such BMH Joint Venture have been duly authorized and are validly issued. BMH or the applicable BMH Affiliate has made all required capital contributions to the BMH Joint Ventures.

(d) A list of BMH’s, the BMH Affiliates’ and the BMH Joint Ventures’ members, and BMH’s and the BMH Affiliates’ governing board members and executive officers as of the date hereof and prior to the Closing is attached hereto as Schedule 13.14(d).

(e) Except as set forth on Schedule 13.14(e), neither BMH nor any BMH Affiliate owns, directly or indirectly, any equity or ownership interest in any other business, enterprise, firm, joint venture, or Person, other than equity or ownership interests held for investment purposes only in amounts representing five percent (5%) or less of the outstanding equity interests of a publicly traded corporation.

1.2 Authorization; Enforceability. BMH and the Foundation each has all requisite power, authority and capacity to execute and deliver this Agreement and any other agreements to be entered into by it in connection with the Transaction as contemplated hereby and to perform its obligations under this Agreement and any such other agreements, and to consummate all transactions contemplated hereby and thereby. The execution and delivery of this Agreement, and the performance of the transactions contemplated hereby, have been duly and validly authorized by the governing board of BMH or the Foundation, as applicable, and all corporate action necessary for the authorization and consummation of

the transactions contemplated hereby has been taken. This Agreement has been duly executed and delivered by BMH and the Foundation, and constitutes a valid and binding obligation of BMH and the Foundation, enforceable against BMH and the Foundation, as applicable, in accordance with its terms subject to: (a) bankruptcy, insolvency, reorganization, moratorium or other Laws affecting creditors' rights generally; and (b) general principles of equity, including the availability of specific performance, and public policy.

1.3 Absence of Conflicts; Material Consents. Except as set forth on Schedule 1.3, the execution, delivery and performance of this Agreement will not: (a) result in the breach or violation of any term or provision of or constitute a default under or conflict with any terms or provision of the charter, bylaws, or any other organizational document of BMH or any BMH Affiliate or of any BMH Joint Venture; or (b) result in the breach or violation of any term or provision of or constitute a default under or conflict with any terms or provision of any material contract (as such term is defined in Section 1.10 below), lease, mortgage, license, permit, authorization, accreditation, or other obligation to which BMH or any BMH Affiliate is a party, or by which BMH or any BMH Affiliate is bound, or constitute such an event that with notice, lapse of time, or both, would result in any such breach, violation or default; or (c) conflict with or result in any violation by BMH, any BMH Affiliate or BMH Joint Venture of any statute, rule, regulation, ordinance, code, order, judgment, writ, injunction, decree or award, or constitute an event that with notice, lapse of time, or both, would result in any such violation; or (d) result in the creation or imposition of any Encumbrance, other than a Permitted Encumbrance, upon or with respect to the assets or property of BMH or a BMH Affiliate; or (e) trigger any outstanding or authorized options, warrants, purchase rights, subscription rights, conversion rights, exchange rights, or other contracts or commitments that could require BMH or any BMH Affiliate to sell, or otherwise transfer, any of the membership interests in BMH, any BMH Affiliate or any BMH Joint Venture, in connection with the Transaction. The pre-Closing consents listed on Schedule 1.3, including any and all approvals required under BMH's and each BMH Affiliate's financing documents or instruments or agreements in connection with the consummation of the Transaction (together with all post-Closing consents listed on Schedule 1.3, shall be collectively referred to herein as the "**Material Consents**").

1.4 Governing Documents. BMH has made available to PHET complete and correct copies of its and each BMH Affiliate's and BMH Joint Venture's: (a) charter, articles of incorporation or organization as amended to date; and (b) bylaws, operating agreements and/or other governing documents as amended to date.

1.5 Tax Matters.

(a) Except as set forth on Schedule 1.5, BMH and each BMH Affiliate are exempt from federal income tax under Section 115 of the Code and exempt from Tennessee income tax under the comparable provisions of the tax laws of the State of Tennessee. There is no basis for a challenge by the Internal Revenue Service ("**IRS**") to challenge, revoke or terminate any such exemption from federal income taxation.

(b) Except as set forth on Schedule 1.5(b), BMH has made available to PHET complete and correct copies of all material federal and state tax returns and reports filed by it and the BMH Affiliates for the fiscal years ending June 30, 2021, June 30, 2022 and June 30, 2023 (including, without limitation, income, employment, payroll, excise, property, sales and use taxes, unemployment contributions), required to be filed or paid by or on behalf of, or with respect to, BMH and BMH Affiliates and all required forms and taxes have been duly and timely filed and/or paid, or will be filed and paid (within the time periods required by Law) by BMH and BMH Affiliates on or before the Closing Date. All information reported on such returns and reports is true, accurate and complete in all material respects. None of BMH or the BMH Affiliates, or to the knowledge of BMH, the BMH Joint Ventures, is being audited by the IRS or any state or local taxing authority with respect to any federal, state or local tax return

or report filed by it. Except as set forth on Schedule 1.5(b), all material federal, state and local tax returns, tax information returns, estimates and tax reports required to be filed by BMH and each BMH Affiliate prior to the date hereof have been filed, and to the knowledge of BMH have been filed for the BMH Joint Ventures, and all Taxes, fees, assessments, governmental charges and fines shown as due and payable on such tax returns prior to the date hereof to federal, state and local tax authorities have been paid (other than those which are not yet due or which, if due, are not delinquent or are being contested in good faith by appropriate proceedings or have not been finally determined) by BMH and the BMH Affiliates, and to BMH's knowledge, by the BMH Joint Ventures. To the extent required by law, proper amounts have been or will be collected or withheld by BMH and any BMH Affiliate, and to BMH's knowledge, by the BMH Joint Ventures, for all Taxes due and payable for all periods (and portions thereof) ending on or before the Closing Date. BMH and each BMH Affiliate, and to BMH's knowledge, each BMH Joint Venture, is currently in compliance in all material respects with all applicable closing agreements with the IRS entered into by or on behalf of or otherwise binding upon BMH, such BMH Affiliate or BMH Joint Venture. "Tax" or "Taxes" shall mean any income, gross receipts, license, payroll, employment, excise, severance, occupation, premium, environmental, capital stock, franchise, profits, withholding, social security, unemployment, disability, real property, personal property, sales, use, transfer, registration, value added, alternative or add-on minimum, estimated or other tax of any kind whatsoever, including interest or penalties thereon and additions thereto, which are due to any governmental authority, whether disputed or not.

1.6 Financial Statements. BMH has made available to PHET complete and accurate copies of: BMH's and the BMH Affiliates' (1) consolidated audited financial statements for the fiscal years ended June 30, 2022, June 30, 2023 and June 30, 2024, and notes and schedules thereto, as certified by its independent public accountants, and (2) unaudited consolidated interim monthly financial statements for the period ended September 30, 2024 (collectively the "Financial Statements"). The Financial Statements are true, correct and complete in all material respects, have been prepared in accordance with generally accepted accounting principles ("GAAP") applied on a consistent basis for such periods except as disclosed in the footnotes to the Financial Statements (subject to the case of the unaudited statements, to normal year-end adjustments and the absence of disclosures normally made in footnotes), and fairly present in all material respects the financial condition of BMH and the BMH Affiliates at the dates stated and the results of operations of BMH and the BMH Affiliates for the periods then ended. Except as set forth on Schedule 1.6, there are no obligations or liabilities, whether absolute, accrued, or contingent (including without limitation liabilities for Taxes), of BMH, any BMH Affiliate or any BMH Joint Venture, that are required in accordance with GAAP to be reflected or disclosed in the Financial Statements and that have not been so reflected or disclosed, except for: (i) obligations or liabilities incurred since September 30, 2024 in the Ordinary Course of Business (as defined in Section 1.17); (ii) obligations or liabilities of BMH and BMH Affiliates disclosed in the BMH Disclosure Schedules; and (iii) obligations or liabilities arising under this Agreement.

1.7 Condition of Property.

(a) The tangible assets owned or leased by BMH and each BMH Affiliate are, and to BMH's knowledge those of the BMH Joint Ventures are, in good operating condition, ordinary wear and tear excepted, for use in the business of BMH or such BMH Affiliate or BMH Joint Venture.

(b) Except as otherwise set forth in this Agreement or on Schedule 13.14(b), BMH or the BMH Affiliates, and to BMH's knowledge, the BMH Joint Ventures, own good and marketable title to, or possess valid leasehold interests in, all material assets, real, personal and mixed, tangible and intangible, reflected in the Financial Statements or acquired thereafter (except for assets reflected thereon or acquired thereafter that have been disposed of in the Ordinary Course of Business) (collectively, the "Assets").

(c) The Assets owned by BMH or the BMH Affiliates, and to BMH's knowledge, those owned by the BMH Joint Ventures, are free and clear of all Encumbrances, except: (1) those that do not, individually or in the aggregate, materially impair the usefulness of, or materially detract from the monetary value of, any part of the Assets; (2) those for Taxes, assessments and governmental charges or levies not yet due or payable or which are being contested in good faith through appropriate proceedings; (3) restrictions, covenants, conditions, reservations, easements and other similar matters of record that do not interfere with the use of the Real Property for the business being conducted thereon; (4) zoning, entitlement, building and other land use and similar Laws that do not materially interfere with the use of the Real Property for the business being conducted thereon; (5) mechanic's, material man's and similar statutory liens for sums not yet due and payable or which are being contested in good faith through appropriate proceedings; (6) liens arising under original purchase price conditional sales contracts and equipment leases with third parties; (7) liens arising by operation of law, including liens arising by virtue of rights of suppliers and subcontractors under general principles of commercial law; (8) liens arising under BMH's bond obligations; and (9) the other encumbrances, if any, for BMH and the BMH Affiliates approved by PHET and as set forth on Schedule 13.14(c) (collectively, the "**Permitted Encumbrances**").

1.8 Insurance. The operations of BMH and the BMH Affiliates and the Assets and Real Property of BMH and the BMH Affiliates are insured in amounts and against risks as provided on Schedule 1.8. Except as set forth on Schedule 1.8, to BMH's knowledge, neither its current malpractice insurance coverage nor any other insurance policy carried by it will be cancelled or will not be renewed at the expiration of the current term. Neither BMH nor any BMH Affiliate has failed to give notice or present a claim of which it has knowledge under such current coverage in a timely fashion. To BMH's knowledge, the BMH Joint Ventures are insured in amounts and against risks at levels reasonable for similarly situated entities.

1.9 Reimbursement Contracts.

(a) Neither the Tennessee Medicaid program nor the Centers for Medicare & Medicaid Services (or predecessors thereof) has refused to enter into or has terminated any participation agreement pursuant to which BMH, any BMH Affiliate, or, to BMH's knowledge, a BMH Joint Venture was entitled to reimbursement for services or facilities provided to patients. Each of BMH and those BMH Affiliates listed on Schedule 13.14(a) is a party to contracts with Medicare, Tennessee Medicaid, and/or third-party payors with respect to payment for services to beneficiaries and is eligible, qualified to participate and actually participates therein, which contracts and certification are currently in full force and effect, and, no event has occurred within, with or without the giving of notice or passage of time or both would constitute a material default thereunder. During the past six (6) years, each of BMH and the BMH Affiliates have timely filed all reports, data, and other information required to be filed with governmental payors and third-party payors, except as would not reasonably be expected to be material to BMH and the BMH Affiliates, taken as a whole.

(b) There is no (i) pending or, to BMH's knowledge, threatened proceeding or, (ii) to BMH's knowledge, pending or threatened investigation, under the Medicare or Tennessee Medicaid programs, or by any third-party payor, against BMH, any BMH Affiliate, or to BMH's knowledge, a BMH Joint Venture.

(c) Except as set forth on Schedule 13.14(c), no material validation review or program integrity review related to BMH or any BMH Affiliate has been conducted by any regulatory body, administrative agency, governmental body or other authority (including governmental administrative contractors) in connection with any governmental healthcare program during the past six (6) years and, to BMH's knowledge, no such reviews are scheduled, pending, or threatened against or affecting BMH or any BMH Affiliate. Copies of all material correspondence between BMH or any BMH Affiliate and the

applicable regulatory body, administrative agency, governmental body or other authority with respect to the items set forth on Schedule 13.14(c), have been provided to PHET prior to the date hereof.

(d) Except as set forth on Schedule 13.14(d), the cost reports of BMH (and the BMH Affiliates listed on Schedule 13.14(a) as applicable) for Medicare payments for all reporting years through December 31, 2023 and for Tennessee Medicaid payments for all reporting years through December 31, 2023 have been audited and fully settled. The Medicare and Tennessee Medicaid cost reports of BMH and BMH Affiliates through the reporting years ending December 31, 2023 were filed when due. Except as described in the Financial Statements or as set forth on Schedule 13.14(b): (1) no written notice of any offsets against future reimbursement has been received by BMH or any BMH Affiliate from the Medicare, Tennessee Medicaid program, or any third-party payor, nor, to BMH's knowledge, is there any basis therefor; (2) there are no pending appeals, adjustments, challenges, audits, litigation, notices of intent to reopen cost reports of BMH or any BMH Affiliate with respect to the Medicare or Tennessee Medicaid programs, or any third-party payor; and (3) there is no dispute between BMH or any BMH Affiliate and any governmental authority, Medicare fiscal intermediary, or third-party payor regarding such cost reports, other than with respect to adjustments thereto made in the Ordinary Course of Business which do not involve amounts owed (or claimed to be owed) by BMH or any BMH Affiliate greater than \$25,000 per adjustment or \$100,000 in the aggregate.

(e) None of BMH or the BMH Affiliates are, and to BMH's knowledge, the BMH Joint Ventures are not, party to any corporate integrity agreements, deferred prosecution agreements, monitoring agreements, consent decrees, settlement agreements, plans of correction, or similar agreements imposed by any governmental agency or third party payor entered into by or on behalf of or otherwise binding upon BMH, any BMH Affiliates or BMH Joint Ventures, and none of them are excluded, debarred, deemed ineligible or sanctioned persons for purposes of the Medicare or Tennessee Medicaid programs or any other federal or state health care programs or in any federal or state procurement or non-procurement programs.

1.10 Defaults. To BMH's knowledge, except as set forth on Schedule 1.10, BMH is not in violation of, or in default under, any material contract, and to BMH's knowledge, no fact or circumstances in existence as of the date hereof would reasonably be expected to cause BMH to be in violation of, or in default under, any such material contract. For purposes of this Section 1.10, "material contract" means any of the following to which BMH or a BMH Affiliate is a party:

- (a) all contracts with Medicare, the Tennessee Medicaid, or any other third-party payor;
- (b) all employment agreements with any physician or practitioner;
- (c) all independent contractor or consulting agreements with any physician or practitioner;
- (d) all contracts with any physician or other Person who is in a position to refer, recommend, arrange for the referral of patients or other health care business to any health care provider or health care facility;
- (e) all contracts involving Intellectual Property involving aggregate annual consideration in excess of \$50,000;
- (f) all Leases;

(g) all Contracts that relate to information technology or data security of BMH or any BMH Affiliate, except for off the shelf Contracts;

(h) all Contracts that require BMH or any BMH Affiliate to purchase its total requirements of any product or service from a third party;

(i) all Contracts (i) the purpose of which is to provide for the indemnification by BMH or any of the BMH Affiliates of any Person or (ii) that provide for the assumption of any Tax or environmental liability of any Person;

(j) all Contracts that relate to the acquisition or disposition of any business, a material amount of stock or assets of any other Person or any real property (whether by merger, sale of stock, sale of assets or otherwise);

(k) all Contracts that obligate BMH or any BMH Affiliate to sell, transfer, or otherwise grant an interest to another Person in any asset of BMH or BMH Affiliate, including any “right of first refusal,” “right of first offer,” “put or call right,” or other preferential purchase or sale right;

(l) all Contracts that provide for payments or commissions to or by any Person based on sales, purchases, or profits of BMH or any BMH Affiliate;

(m) except for Contracts relating to trade payables, all Contracts under which BMH or any BMH Affiliate has created, incurred, assumed or guaranteed any indebtedness (or any performance, bid or surety bonding or undrawn letter of credit or other financial security arrangement);

(n) all Contracts with any governmental authority;

(o) all Contracts for any joint venture, partnership, or similar arrangement;

(p) all Contracts (i) involving aggregate annual payments or receipts in excess of \$100,000 in any one year, or in excess of \$250,000 over the remaining term of the contract, or (ii) the termination or cancellation of which would be reasonably likely to result in a BMH Material Adverse Change; and

(q) any other Contract that is material to BMH or any BMH Affiliate and not otherwise listed above.

For purposes of this Agreement, “**Contract**” means all contracts, leases, deeds, mortgages, licenses, instruments, notes, commitments, undertakings, indentures, joint ventures, and all other agreements, commitments, and legally binding arrangements, whether written or oral.

1.11 Compliance with Law.

(a) Except as set forth on Disclosure Schedule 13.14(a), the operations, properties, Hospital and offices of BMH, each BMH Affiliate and, to BMH’s knowledge, each BMH Joint Venture, are, and have been during the past six (6) years, conducted, held, owned and operated in compliance in all material respects with all applicable federal, state and local statutes, codes, building, zoning, subdivision, health and safety, land use, and other laws (including common law), regulations and ordinances (collectively, “**Laws**”). Without limiting the foregoing, none of BMH or any of the BMH Affiliates or, to BMH’s knowledge, any of the BMH Joint Ventures, and their respective officers and directors have: (1) engaged in any activities which are prohibited under the federal Medicare and Medicaid statutes, 42 U.S.C.

§ 1320a-7 or § 1320a-7a, or the regulations promulgated pursuant to such statutes, or under corresponding provisions of any applicable state law or regulation; or (2) knowingly and willfully engaged in any activities which are prohibited under the federal Medicare and Medicaid statute, 42 U.S.C. § 1320a-7b, or the regulations promulgated pursuant to such statute, or under corresponding provisions of any applicable state law or regulation; or engaged in any activities which are prohibited under any state law or regulation corresponding to (1) or (2) above. There is no action pending, received or, to BMH's knowledge, threatened against BMH or any BMH Affiliate which relates in any way to a violation of any Law or which could result in the imposition of penalties on or the exclusion of BMH or any BMH Affiliate from participation in any governmental healthcare programs.

(b) Each of BMH and the BMH Affiliates are in compliance in all material respects with all Laws regarding the selection, deselection, and credentialing of employed or contracted providers, including, but not limited to, verification of licensing status and eligibility for reimbursement under federal healthcare programs. The employed or contracted providers of BMH and the BMH Affiliates are properly licensed and hold appropriate clinical privileges, as applicable, for the services which they provide. Neither BMH nor any persons who provide professional services under agreements with any of BMH, the BMH Affiliates or, to BMH's knowledge, the BMH Joint Ventures, have been excluded from the Medicare program or any state health care program under 42 U.S.C. § 1320-7, and BMH has no knowledge of any pending or threatened exclusion action against BMH or such professional persons.

(c) BMH, each BMH Affiliate and, to BMH's knowledge, each BMH Joint Venture, holds all material permits, registrations, certificates and licenses and other governmental or regulatory authorizations ("**Licenses and Permits**") necessary for the conduct of their respective business (as currently being operated), all of which are currently valid and in effect. During the last six (6) years, no written notice or written warning from any governmental or regulatory authority with respect to the suspension, restriction, revocation or termination of such Licenses and Permits has been issued or given to BMH or any BMH Affiliate or, to BMH's knowledge, any BMH Joint Venture, nor does BMH have any knowledge of the proposed or threatened issuance of any such written notice or written warning.

(d) Neither BMH nor any BMH Affiliate, or to BMH's knowledge any BMH Joint Venture, has been charged with, or has been convicted of a criminal offense related to the provision of federal health care items or services, and no proceeding, or to BMH's knowledge, investigation regarding the foregoing is pending or threatened in writing.

1.12 Litigation. Except as described on Schedule 1.12, no litigation or other judicial or administrative proceeding, or to BMH's knowledge, investigation, at law or in equity, is pending and, to BMH's knowledge, none is threatened in writing before any court or by or before any governmental agency against BMH or any BMH Affiliate. To BMH's knowledge, no litigation or other judicial or administrative proceeding, or investigation, at law or in equity, is pending or threatened in writing before any court or by or before any governmental agency against any BMH Joint Venture.

1.13 Accreditation. The facilities set forth on Schedule 1.13 ("**Accredited Facilities**") operated by BMH and the BMH Affiliates are accredited by, and in good standing with, The Joint Commission and such other accrediting organizations identified on Schedule 1.13 (the "**Accrediting Organizations**"). BMH has made available correct and complete copies of the most recent accreditation reports received from the Accrediting Organizations for the Accredited Facilities and the latest reports on the operation of BMH and BMH Affiliates issued by any federal, state, county or local governmental authority. There are no deficiencies presently in existence that would preclude the Accredited Facilities' accreditation by the Accrediting Organizations. The facilities, equipment, staffing and operation of Accredited Facilities satisfy, in all material respects, the applicable accreditation requirements of their respective Accrediting Organizations, and, to BMH's knowledge, a new accreditation should issue without

material delay to the Hospital and each of other the Accredited Facilities if resurveyed. BMH does not have any outstanding loans, grants or loan guarantees relating to the Assets pursuant to the Hill-Burton Act program.

1.14 Donor Restrictions. There are no restrictions imposed by any donor affecting any real estate or other assets of BMH or any BMH Affiliate that would prohibit, limit or restrict BMH's ability to enter into this Agreement or to consummate any of the transactions contemplated hereby.

1.15 Medical Staff Matters. BMH has made available to PHET the material forms generally used as of the date hereof with respect to medical staff privileges and membership application, and the Medical Staff Bylaws, policies, rules and regulations of BMH, as in effect on the date hereof. Except as otherwise disclosed to PHET prior to the date hereof in a written disclosure specifically referencing this Section 1.15, there are no pending or, to BMH's knowledge, threatened challenges to any decisions of the medical staff relating to delineation of privileges at BMH. During the past six (6) years, no member of the medical staff has resigned while under investigation or had their privileges revoked or suspended (other than administrative suspensions, i.e., for failure to timely complete medical records).

1.16 Labor and Employee Matters.

(a) Schedule 13.14(a) sets forth each plan, program, agreement, policy or arrangement, whether or not reduced to writing, and whether covering a single individual or a group of individuals, that BMH or any BMH Affiliate sponsors, maintains or contributes to, or are obligated to contribute to, or may have any liability, with respect to employees of BMH or any BMH Affiliates that is (i) a plan described in Section 3(3) of the Employee Retirement Income Security Act of 1974, as amended ("ERISA"), whether or not subject to ERISA, or (ii) any deferred-compensation, retirement, severance, retention, change-in-control, leave, vacation, bonus, incentive or fringe-benefit plan, program, agreement or arrangement maintained for the benefit of any current or former officers, directors, employees or consultants of BMH or any BMH Affiliate (the "**Benefit Plans**").

(b) Except as set forth in Schedule 13.14(b), with respect to each Benefit Plan: (i) such plan has been established, administered, and maintained in all material respects in accordance with its terms and during the last six (6) years in compliance in all material respects with all applicable laws; (ii) all required contributions to, and premium payments on account of, each Benefit Plan have been made in all material respects on a timely basis; (iii) neither BMH nor any BMH Affiliate has engaged in any prohibited transaction as defined in Section 4975 of the Code for which there is no applicable exemption and that would result in any material liability; (iv) to BMH's knowledge, there are no pending or threatened claims by, on behalf of or against the Benefit Plans or by any employee of BMH or any BMH Affiliate alleging a breach or breaches of fiduciary duties or violations of other applicable state or federal law that would reasonably be expected to result in material liability on the part of BMH or any BMH Affiliate or the Benefit Plans under ERISA; and (v) all material returns, reports, disclosure statements and premium payments required to be made under ERISA and the Code with respect to the Benefit Plans have been timely filed or delivered. BMH has furnished to PHET true and complete copies of: (i) all Benefit Plans, together with all amendments thereto; (ii) the most recent Internal Revenue Service determination letter or prototype plan opinion or advisory letter issued with respect to each such plan; and (iii) the Form 5500 annual report for the most recent fiscal year for each such plan required to file such form.

(c) Except as set forth on Schedule 13.14(c), neither BMH nor any BMH Affiliate has within the prior six years sponsored, maintained, or contributed to any: (i) plan that is subject to the minimum funding standards under Section 412 of the Code; (ii) "multiemployer plan" within the meaning of Section 3(37) of ERISA (whether or not subject to ERISA); or (iii) "multiple employer plan" within the meaning of Section 413(c) of the Code. With respect to each Benefit Plan that is funded wholly or partially

through an insurance policy, all premiums required to have been paid to date under the insurance policy have been paid, and all premiums required to be paid under the insurance policy through the Closing Date will have been paid on or before the Closing Date.

(d) Except as specified in Schedule 13.14(d): (1) neither BMH nor any BMH Affiliate is a party to or bound by any BMH contract, collective bargaining agreement, or other similar type of contract; (2) neither BMH nor any BMH Affiliate has agreed to recognize any BMH or other collective bargaining representative; (3) to BMH's knowledge, no BMH or collective bargaining representative has been certified as representing the employees of BMH or any BMH Affiliate; (4) to BMH's knowledge, no labor or collective bargaining representative has made any attempts or threats to initiate any labor disputes, strikes, work stoppages or attempts to organize any employees of BMH or any BMH Affiliate; and (5) none of BMH or any BMH Affiliate is currently experiencing, and has not experienced in the past three (3) years, any active labor dispute, strike or work stoppage activity, slowdown or any other material concerted interference with normal operations, or threats thereof, and to BMH's knowledge, there are no facts or circumstances that might reasonably be expected to lead to any such labor dispute. Schedule 13.14(d) sets forth each union or labor organization or other person purporting to act as exclusive bargaining representative of any BMH or BMH Affiliate employees or contractors. There is no unfair labor practice charge or complaint pending, or to BMH's knowledge, threatened against or otherwise affecting BMH or any BMH Affiliates. BMH has made available to PHET copies of all material employment contracts, independent contractor agreements, consultation agreements or other similar type of contracts currently in effect at BMH and the BMH Affiliates. BMH has made available to PHET true and complete copies of all agreements listed on Schedule 13.14(d).

(e) With respect to the employees of BMH and the BMH Affiliates, during the last three (3) years, neither BMH or BMH Affiliates experienced a "plant closing," "business closing," or "mass layoff" as defined in the WARN Act or any similar state, local or foreign Law or regulation affecting any site of employment of BMH or a BMH Affiliates, or one or more facilities or operating units within any site of employment or facility of BMH or a BMH Affiliates, and, during the ninety (90) day period preceding the date hereof, no BMH employee has suffered an "employment loss," as defined in the WARN Act, with respect to BMH or a BMH Affiliate.

(f) Except as set forth in Schedule 13.14(f), neither BMH nor any BMH Affiliate is, or within the last three (3) years has been, a party to, or otherwise bound by, any consent decree with, or citation by, any governmental authority relating to employees or employment practices. BMH and BMH Affiliates are not, or within the last three (3) years have not been subject to any order, decree, injunction or judgment by any governmental authority or private settlement contract in respect of any labor or employment matters. Neither BMH nor any BMH Affiliate, or, to BMH's knowledge, the officers thereof, has received, in the last three (3) years, any written notice of intent by any governmental authority responsible for the enforcement of labor or employment Laws to conduct an investigation relating to BMH or any BMH Affiliate that remains unresolved and, to BMH's knowledge, no such investigation is in progress.

(g) Except as set forth in Schedule 13.14(g), none of the execution and delivery of this Agreement nor the consummation of the Transaction or any termination of employment or service in connection therewith at or prior to the Closing Date will: (1) result in any payment (including severance, golden parachute, bonus or otherwise) becoming due to any Person; (2) materially increase any benefits otherwise payable by BMH or any BMH Affiliate; (3) result in the acceleration of the time of payment or vesting of any such benefits; (4) increase the amount of compensation due to any Person; or (5) result in the forgiveness in whole or in part of any outstanding loans made by BMH or any BMH Affiliate to any employee.

(h) BMH and each BMH Affiliate is, and has been in the past five (5) years, in compliance in all material respects with all applicable Laws applicable to its respective employment and employment practices, including all applicable Laws regarding terms and conditions of employment, health and safety, wages and hours, classification as exempt/non-exempt for purposes of the Fair Labor Standards Act and analogous laws, classification as independent contractors or employees, employment discrimination, disability rights or benefits, equal opportunity, background checks, plant closures and layoffs, affirmative action, workers' compensation, labor relations, employee leave issues and unemployment insurance. (i) Neither BMH nor any BMH Affiliates are delinquent in any payments to any BMH or BMH Affiliate employee or independent contractor for any wages, salaries, commissions, bonuses, fees or other compensation due with respect to any services performed for it to the date hereof or amounts required to be reimbursed to such BMH employees or contractor; (ii) there are no, and within the last three (3) years there have been no, formal grievances, complaints or charges with respect to employment or labor matters (including, without limitation, allegations of employment discrimination, sexual or other discriminatory harassment, sexual assault, retaliation or unfair labor practices) pending or threatened against BMH or any BMH Affiliates in any judicial, regulatory or administrative forum, or under any private or internal dispute resolution procedure. Except to the extent applicable with respect to employees covered by the collective bargaining agreements listed in Schedule 13.14(d) or by the employment agreement listed in Schedule 13.14(h), BMH and BMH Affiliate employees are at-will and no BMH or BMH Affiliate employee is subject to any contract, expressed or implied, written or oral, with BMH or the BMH Affiliates.

(i) Except as set forth in Schedule 13.14(i), none of the executive officers or management employees of BMH or BMH Affiliates have indicated to BMH or BMH Affiliates that they intend to resign or retire as a result of the transactions contemplated by this Agreement.

(j) Schedule 13.14(j) contains a complete and accurate list of all employees of BMH and BMH Affiliates (the "**BMH Employees**"), which list is current as of the date herein, describing for each such employee: (i) the position held; (ii) whether classified as exempt or non-exempt for wage and hour purposes; (iii) date of hire; (iv) business location; (v) whether paid on a salary, hourly or commission basis; (vi) regular hourly wage, annual salary or commission rate, as applicable; (vii) status as full or part-time; (viii) bonus potential; (ix) status (i.e., active or inactive and if inactive, the type of leave and estimated duration); and (x) the total amount of bonus, severance and other amounts to be paid to such BMH Employee at the Closing or otherwise in connection with the transactions contemplated hereby, other than any amounts to be paid pursuant to the last sentence of Section 2.5 of the Agreement.

(k) Schedule 13.14(k) contains a complete and accurate list of all the independent contractors, consultants, temporary employees, leased employees or any other servants or agents performing services with respect to the operation of the business of BMH or BMH Affiliates, and classified by BMH, or the applicable BMH Affiliate as other than an employee or compensated other than through wages paid by BMH, or the applicable BMH Affiliate through its payroll department and reported on a Form W-2 ("**Contingent Workers**"), which list is current as of the Effective Date and includes any Contingent Worker who has performed services for BMH, or the applicable BMH Affiliate during the twelve (12) month period immediately preceding such date, and provides for each such Contingent Worker such individual's role in the business, fee or compensation arrangements and other contractual terms with BMH, or the applicable BMH Affiliate.

(l) Except as set forth on Schedule 13.14(l): (i) no BMH Employee is on a visa sponsored by BMH or a BMH Affiliate which visa will require continued sponsorship; (ii) neither BMH nor any BMH Affiliate has, within the past three (3) years, received a "no match" letter from the Social Security Administration concerning any current or former BMH Employee; and (iii) neither BMH nor any BMH Affiliate has, within the past three (3) years, received any notice from the Internal Revenue Service

of a mismatch between a name of a BMH Employee and a social security number provided on a Form 1095-C that BMH was unable to rectify as a clerical error. BMH and BMH Affiliates are in material compliance with the requirements of the Immigration Reform Control Act of 1986. A USCIS Form I-9 has been properly prepared and retained for each BMH Employee as required by Law. BMH has no knowledge that any such Form I-9 was improperly prepared or that false documentation was provided in connection with satisfying the requirements of such Form I-9.

(m) Except as otherwise contemplated by this Agreement, no representative of BMH or any BMH Affiliate has made any representation, promise or guarantee, express or implied, to any BMH Employee or Contingent Worker regarding: (i) whether BMH or any BMH Affiliate intends to retain such individual following consummation of the Transaction; or (ii) terms and conditions on which BMH or any BMH Affiliate may retain or offer to retain such individual.

(n) To BMH's knowledge, there have been no workplace accidents, injuries, or exposures in the last twelve (12) months involving any BMH Employee which may result in, but have not yet resulted in, a claim for worker's compensation payments or benefits.

(o) Except as set forth on Schedule 13.14(o), to BMH's knowledge, within the last five (5) years: (i) no BMH Employee or Contingent Worker has made any written allegation of sexual harassment to BMH or any governmental authority against BMH, a BMH Affiliate, or any BMH Employee; and (ii) neither BMH nor any BMH Affiliates has entered into any settlement agreements related to allegations of sexual harassment made by a BMH Employee or Contingent Worker. To BMH's knowledge, there is no, and during the last three (3) years there has been no, consensual or non-consensual sexual relationship between any officer or executive-level employee of BMH, or a BMH Affiliate on the one hand, and any current or former BMH Employee or Contingent Worker on the other hand.

1.17 Absence of Certain Changes. Except as set forth in Schedule 1.17 or in Financial Statements made available to PHET prior to the date hereof, since June 30, 2024, none of BMH or the BMH Affiliates has:

(a) Experienced any BMH Material Adverse Change;

(b) Sold, transferred or otherwise disposed of any material assets or properties other than in the Ordinary Course of Business, or entered into any agreement or understanding requiring it do so. For the purposes of this Agreement, "**Ordinary Course of Business**" with respect to a Party shall mean the past practices of the Party taken in the ordinary course of the normal day-to-day operations of such Party but such practices must be in accordance with (i) applicable Laws in all material respects, (ii) applicable accreditation standards, and (iii) GAAP;

(c) Suffered any material damage, destruction or other casualty loss to a material portion of the Assets (to the extent not covered by insurance);

(d) Incurred any indebtedness or other obligations or liabilities for borrowed money, including, without limitation, liabilities as guarantor under any guaranty, other than indebtedness, obligations, and liabilities incurred: (1) in the Ordinary Course of Business of BMH, BMH Affiliates or BMH Joint Ventures (which shall include, without limitation, borrowings under credit facilities or other loan arrangements of BMH, the BMH Affiliates and the BMH Joint Ventures existing as of the date hereof); and (2) aggregating not more than \$150,000;

(e) Mortgaged, pledged or subjected to any Encumbrance any of the Assets or Owned Real Property (other than Permitted Encumbrances);

(f) Disposed of or failed to maintain inventory other than in the Ordinary Course of Business; or

(g) Made any material change in any accounting principle, procedure or practice or in the method of applying such principle, procedure or practice, unless advised to make such change in accordance with GAAP by BMH's accountants or to comply with applicable Laws.

1.18 Bonds. Schedule 1.18 sets forth a list of all tax-exempt obligations issued by a state or local governmental unit for the benefit of BMH or the BMH Affiliates (the "**BMH Bonds**"). None of BMH or any BMH Affiliate has taken any action, nor omitted to take any action, that would reasonably be expected to cause the interest on the BMH Bonds to be includable in the gross income of the owners thereof for federal income tax purposes.

1.19 Environmental Matters.

(a) For purposes of this Agreement:

(1) "**Environment**" means soil, soil gas, surface waters, groundwater, land, stream sediments, surface or subsurface strata, ambient air or indoor air.

(2) "**Environmental Condition**" means any condition of the Environment which violates any Environmental Law or which requires notification, investigation or remedial action pursuant to any Environmental Law.

(3) "**Environmental Law**" means any applicable Law concerning pollution or protection of the Environment, natural resources, including all those relating to the presence, use, production, generation, handling, transportation, treatment, storage, disposal, distribution, labeling, testing, processing, discharge, Release, control, or cleanup of or worker and occupational health and safety any Hazardous Materials.

(4) "**Hazardous Material**" (a) petroleum or petroleum products, flammable materials, explosives, radioactive materials, radon gas, lead-based paint, asbestos in any form, urea formaldehyde foam insulation, per- and poly-fluoroalkyl substances, and polychlorinated biphenyls (PCBs), and (b) any chemicals, materials or substances which are defined as or included in the definition of "hazardous substances," "hazardous wastes," "hazardous materials," "toxic substances," "toxic pollutants," "contaminants," "pollutants," or words of similar import and regulatory effect under any applicable Environmental Law.

(5) "**Release**" means any releasing, spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, migrating, disposing or dumping of a Hazardous Material into the Environment.

(b) Except as set forth in Schedule 13.14(b):

(1) BMH and each BMH Affiliate is, and at all times in the past five (5) years has been, in compliance in all material respects with all applicable Environmental Laws.

(2) BMH and each BMH Affiliate has obtained, and is in material compliance with, all Licenses and Permits required by Environmental Laws for the operation of its business as currently conducted. No written notice or written warning from any governmental or regulatory authority with respect to the suspension, restriction, revocation or termination of such Licenses and Permits has been

issued or given to BMH or any BMH Affiliate or, to BMH's knowledge, any BMH Joint Venture, nor does BMH have any knowledge of the proposed or threatened written issuance of any such notice or warning.

(3) There are no actions pending (or to BMH's knowledge threatened) against BMH or any BMH Affiliate alleging any violation of or liability under any Environmental Laws. BMH has not received written notice from any Person of any alleged violation of or liability under any Environmental Laws on the part of BMH or any BMH Affiliate, except for any notice received more than six (6) years ago and that has been fully resolved without any continuing obligations.

(4) There are no Environmental Conditions at the Real Property or, to BMH's knowledge, at any property formerly owned, leased or operated by BMH or any BMH Affiliate.

(5) Neither BMH nor any BMH Affiliate has generated, manufactured, transported, treated, stored, handled, disposed of, or arranged for the transport or disposal of any Hazardous Materials except in material compliance with Environmental Laws and in such manner and amounts that have not resulted in and would not reasonably be expected to result in any material liability under Environmental Laws.

(6) There has been no Release or threat of Release of material quantities or concentrations of any Hazardous Material in violation of applicable Environmental Laws at the Real Property that requires or would reasonably be expected to require reporting, investigation, assessment, cleanup, remediation or any other type of response action pursuant to any Environmental Law.

(7) Neither BMH nor any BMH Affiliate has assumed in writing the material liabilities under Environmental Law of any other Person.

(8) The Real Property will not require a material capital expenditure during the five (5) year following the Closing Date to resolve or address any existing material noncompliance with any Environmental Law.

(9) BMH has made available to the Prisma Parties copies of all reports and assessments in its possession or reasonable control concerning Environmental Conditions prepared within the past five (5) years, including, without limitation, previously conducted environmental audits and documents prepared within the past five (5) years regarding any Release or disposal of Hazardous Materials at, upon or from the Real Property.

1.20 Real Property.

(a) For purposes of this Agreement:

(1) **"Encumbrance"** means any mortgage, deed of trust, lease, charge, claim, encroachment, mineral reservation, covenant, option, equitable interest, purchase right, third party right, encroachment, right-of-way, license, restriction, right of first option or refusal, the interest of a vendor, lessor or other similar party under any conditional sale, capital lease or other title retention agreement, pledge, security interest, encumbrance, lien, easement or charge (other than, in the case of a security, any restriction on the transfer of such security arising solely under Law).

(2) **"Leases"** means all leases, subleases, licenses, concessions and other agreements (written or oral) pursuant to which BMH or a BMH Affiliate holds any Leased Real Property, including the right to all security deposits and other amounts and instruments deposited by or on behalf of BMH or a BMH Affiliate thereunder.

(3) **“Leased Real Property”** means all leasehold or subleasehold estates and other rights to use or occupy any land, buildings, structures, improvements, fixtures or other interest in real property held by BMH or a BMH Affiliate. All Leased Real Property is identified in Schedule 13.14(c).

(4) **“Improvements”** means all buildings, structures, improvements, fixtures, building systems and equipment, and all components thereof, included in the Real Property.

(5) **“Owned Real Property”** means all land, together with all buildings, structures, improvements and fixtures located thereon, including, without limitation, all electrical, mechanical, plumbing and other building systems; fire protection, security and surveillance systems; telecommunications, computer, wiring and cable installations; utility installations; water distribution systems; and landscaping, and all easements and other rights and interests appurtenant thereto, including, without limitation, air, oil, gas, mineral and water rights, owned in whole or in part by BMH or a BMH Affiliate. All Owned Real Property is identified in Schedule 13.14(b).

(6) **“Real Property”** means the Owned Real Property and the Leased Real Property.

(b) Set forth on Schedule 13.14(b) is a true and complete list of the address, tax parcel identification number, and legal description each parcel of Owned Real Property. With respect to each Owned Real Property, except as set forth in Schedule 13.14(b): (i) by BMH or a BMH Affiliate (as the case may be) has good and marketable indefeasible fee simple title to such Owned Real Property, free and clear of all liens and encumbrances, except Permitted Encumbrances, (ii) BMH or a BMH Affiliate has not leased or otherwise granted to any Person the right to use or occupy such Owned Real Property or any portion thereof; (iii) other than the right of PHET pursuant to this Agreement, there are no outstanding options, rights of first offer or rights of first refusal to purchase such Owned Real Property or any portion thereof or interest therein; (iv) neither BMH nor any BMH Affiliate is a party to any agreement or option to purchase any real property or interest therein.

(c) Schedule 13.14(c) sets forth the address of each Leased Real Property, and a true and complete list of all Leases (including all amendments, extensions, renewals, guaranties and other agreements with respect thereto) for each such Leased Real Property (including the date and name of the parties to such Lease document). BMH and BMH Affiliates have delivered to PHET a true and complete copy of each such Lease document, and in the case of any oral Lease, a written summary of the material terms of such Lease. Except as set forth in Schedule 13.14(c), with respect to each of the Leases: (i) such Lease is legal, valid, binding, enforceable and in full force and effect; (ii) the assignment or “deemed assignment” of the Lease to PHET pursuant to this Agreement does not require the consent of any other party to such Lease, will not result in a breach of or default under such Lease, or otherwise cause such Lease to cease to be legal, valid, binding, enforceable and in full force and effect on identical terms following the Closing; (iii) BMH and BMH Affiliates possession and quiet enjoyment of the leased real property under such Lease has not been materially disturbed, there are no disputes with respect to such Lease; (iv) neither BMH nor BMH Affiliates nor any other party to the Lease is in breach or default under such Lease, and, to BMH’s knowledge, no event has occurred or circumstance exists which, with the delivery of notice, the passage of time or both, would constitute such a breach or default, or permit the termination, modification or acceleration of rent under such Lease; (v) no security deposit or portion thereof deposited with respect such Lease has been applied in respect of a breach or default under such Lease which has not been redeposited in full; (vi) neither BMH nor BMH Affiliates owes, or as of the date hereof will owe in the future, any brokerage commissions or finder’s fees with respect to such Lease; (vii) the other party to such Lease is not an affiliate of, and otherwise does not have any economic interest in, BMH nor BMH Affiliates; (viii) BMH and BMH Affiliates have not subleased, licensed or otherwise granted any Person the right to use or occupy such property subject to such Lease or any portion thereof.

(d) Except as set forth on Schedule 13.14(d), (i) none of the buildings, fixtures or other improvements located on the Real Property fail to conform to all applicable Laws, including, without limitation, building and zoning statutes, ordinances and regulations; (ii) BMH has not received notice of, and there is not existing, or, to BMH's knowledge, presently contemplated or proposed, any condemnation or similar action, or zoning action or proceeding, with respect to any portion of the Real Property; (iii) the Improvements are in good condition and repair and sufficient for the operation of the business currently conducted thereon; (iv) there are no structural deficiencies or latent defects affecting any of the Improvements and there are no facts or conditions affecting any of the Improvements which would, individually or in the aggregate, interfere in any material respect with the use or occupancy of the Improvements or any portion thereof in the operation of the business conducted thereon; (v) each parcel of Real Property has direct access to a public street adjoining the Real Property, and such access is not dependent on any land or other real property interest which is not included in the Real Property; (vi) none of the Improvements or any portion thereof is dependent for its access, use or operation on any land, building, improvement or other real property interest which is not included in the Real Property; (vii) all water, oil, gas, electrical, steam, compressed air, telecommunications, sewer, storm and waste water systems and other utility services or systems for the Real Property have been installed and are operational and sufficient for the operation of the business as currently conducted thereon, and all hook-up fees or other similar fees or charges have been paid in full; (viii) each such utility service enters the Real Property from an adjoining public street or valid private easement in favor of the supplier of such utility service or appurtenant to such Real Property, and is not dependent for its access, use or operation on any land, building, improvement or other real property interest which is not included in the Real Property.

1.21 Intellectual Property.

(a) Schedule 1.21 sets forth a list of the Trademarks and Copyrights included in the Owned Intellectual Property, whether registered or unregistered. The Owned Intellectual Property does not include any Patents or Software. BMH, or, as relevant, a BMH Affiliate, has made all necessary filings and paid all necessary fees to maintain such Intellectual Property. There are no outstanding deadlines in relation to such listed registrations or applications that will expire within six months of the Closing Date.

(b) BMH or a BMH Affiliate is the owner of all right, title and interest to the items set forth on Schedule 1.21, in all such cases free and clear of all Encumbrances, other than Permitted Encumbrances.

(c) Neither BMH nor any BMH Affiliate is a party to or otherwise bound by any contract that could reasonably be expected, individually or in the aggregate, to materially and adversely affect BMH's or any BMH Affiliate's rights to own, use, assign, license, or otherwise exploit any Intellectual Property used in connection with the business.

(d) All Owned Intellectual Property was created by (i) employees of BMH or a BMH Affiliate within the scope of their employment; or (ii) independent contractors who have entered into written agreements with BMH or a BMH Affiliate that assigned all right, title and interest in and to any Intellectual Property developed to BMH or a BMH Affiliate.

(e) There are no written claims pending against BMH or any BMH Affiliate contesting the use or ownership of the Owned Intellectual Property, or alleging that BMH or any BMH Affiliate is currently infringing, misappropriating or otherwise violating the Intellectual Property rights of any other Person. There are no written claims currently pending that have been brought against any Person by BMH or any BMH Affiliate alleging infringement, misappropriation or other violation of any Owned Intellectual Property.

(f) To BMH's knowledge, the conduct of the business as currently and previously conducted, and the continued operation of the business consistent with past practices does not infringe, misappropriate, or otherwise violate any Intellectual Property rights of any Person. To BMH's knowledge, no Person is currently infringing, misappropriating, or otherwise violating the Owned Intellectual Property.

(g) BMH or a BMH Affiliate has all consents, authorizations, permissions, and/or waivers necessary to use any names, images, likenesses, quotes, or other personal indicia of any Person (including but not limited to use in website content and advertising materials).

(h) BMH and each BMH Affiliate have taken all commercially reasonable steps to protect and preserve the confidentiality of all Proprietary Information included in the Owned Intellectual Property.

(i) BMH, the BMH Affiliates and to BMH's knowledge, the BMH Joint Ventures, own outright or otherwise hold valid and enforceable licenses for all Intellectual Property used by BMH and BMH Affiliates, including, without limitation Software.

(j) For purposes of this Section 1.21, the following definitions shall apply.

"Intellectual Property" means all of the following in any jurisdiction throughout the world, whether registered or unregistered, including all rights and interests pertaining to or deriving from: (a) all inventions (whether patentable or unpatentable and whether or not reduced to practice), invention disclosures, discoveries, all improvements thereto, and all issued patents, patent applications, and patent disclosures, together with all counterparts claiming priority therefrom, and all reissuances, continuations, continuations-in-part, divisions, extensions, and reexaminations thereof and applications sharing common technical specifications (together, the **"Patents"**); (b) all trademarks, service marks, trade dress, logos, slogans, trade names (including social media corporate identifiers), corporate and business names, Internet domain names, and all registrations for any of the foregoing, and any other indicia of source or origin, including all goodwill associated therewith, and all applications, registrations, and renewals in connection therewith (together, the **"Trademarks"**); (c) all works of authorship and other copyrightable works (including, but not limited to, all data compilations, operating procedures / playbooks, patient educational materials, website content, advertising collateral, and promotional materials), whether published or unpublished, and all applications, registrations, and renewals in connection therewith, and all other rights associated therewith (together, the **"Copyrights"**); (d) all trade secrets and confidential business information (including ideas, research and development, know-how, techniques), and all other information that derives economic value from not being generally known (together, the **"Proprietary Information"**); (e) all software (whether in source code, object code, html code, executable code, or other forms), whether or not copyrightable, and all versions, updates, corrections, enhancements, and modifications thereto, and all related documentation, developer notes, comments, training materials and annotations thereto (together, the **"Software"**); (f) all rights of publicity, including the right to use the name, voice, likeness, signature and biographies of real persons, together with all goodwill related thereto; (g) all other similar proprietary rights; and (h) all claims or causes of action arising out of or related to any infringement, misappropriation or other violation of any of the foregoing, including rights to recover for past, present and future violations thereof.

"Owned Intellectual Property" means all Intellectual Property that is owned, or purported to be owned, by BMH or a BMH Affiliate and currently used in or necessary for the conduct of the business of BMH.

1.22 Director and Officer Transactions. Except as set forth on Schedule 1.22, there are no outstanding loans or obligations payable to any director or officer of BMH or any BMH Affiliate by BMH

or any BMH Affiliate, or from any director or officer of BMH or any BMH Affiliate to BMH or any BMH Affiliate, other than payroll obligations and obligations pursuant to Benefit Plans.

1.23 HIPAA and Data Privacy Matters.

(a) BMH and BMH Affiliates have and, at all times during the past six (6) years have (i) maintained privacy policies, procedures, and safeguards that materially comply with applicable Laws governing the collection, use, storage, transfer, disclosure, disposal, or other processing of information that identifies, relates to, describes, is reasonably capable of being associated with, or could reasonably be linked, directly or indirectly, to a specific natural person (“**Personal Information**”), including, but not limited to, the Health Insurance Portability and Accountability Act of 1996, as amended, and its implementing regulations (“**HIPAA**”) (collectively, the “**Privacy Laws**”); and (ii) taken commercially reasonable measures, including administrative, operational, managerial, physical and technical measures, designed to ensure that Personal Information is protected against loss, damage, and unauthorized and unlawful access, use, modification or other misuse.

(b) BMH and BMH Affiliates have executed a current, legal, valid, and binding contract with each third party that processes Personal Information for or on behalf of BMH or the BMH Affiliate, as applicable, that satisfies in all material respects the requirements of all applicable Privacy Laws and has entered into all required business associate agreements with each Person who is a “business associate” (as defined in 45 C.F.R. § 160.103) of BMH or any BMH Affiliate.

(c) Neither BMH nor any BMH Affiliate has received written notice of, and there is no litigation, proceeding (at law or in equity) pending or, to BMH’s knowledge, threatened, and there is no inquiry or investigation pending or, to BMH’s knowledge threatened with respect to, any alleged (i) “Breach” of “Unsecured Protected Health Information” (as such terms are defined by HIPAA); (ii) Security Incident (as defined by HIPAA); or (iii) “breach,” “breach of security,” “breach of system security,” “personal data breach,” or similar event as defined under an applicable Privacy Law (collectively, “**Security Breach**”) or any other violation of applicable Privacy Laws by BMH or any BMH Affiliate. Except as set forth on Schedule 13.14(c), no Security Breach or other material violation of the Privacy Laws by BMH or any BMH Affiliate has occurred with respect to Personal Information in the possession or under the control of BMH or any BMH Affiliate during the past six (6) years. With respect to all Security Breaches requiring notification by applicable Privacy Laws, BMH and BMH Affiliates have notified the affected individuals, governmental entities, and other Persons, as applicable, in accordance with applicable Privacy Laws.

1.24 CARES Act Matters.

(a) BMH or its Affiliates has received Provider Relief Funds in the amounts and on the dates set forth on Schedule 13.14(a). BMH or its Affiliate has timely submitted the requisite certifications to the U.S. Department of Health and Human Services (“**HHS**”) to retain and utilize the Provider Relief Funds (the “**Certification Statements**”). All information contained in the Certification Statements and otherwise furnished to HHS or its contractor, in connection with the application for any such Provider Relief Funds are true, correct and complete in all material respects. Each of BMH or its Affiliate, as applicable, that has received Provider Relief Funds has complied in all material respects with all terms and conditions issued by HHS that are applicable to the Provider Relief Funds and all provisions of Division B - Emergency Appropriations for Coronavirus Health Response and Agency Operations of the CARES Act.

(b) Each of BMH or its Affiliate, as applicable, has utilized (or anticipate being able to utilize in the future) the Provider Relief Funds in compliance in all material respects with applicable law, including the terms and conditions issued by HHS that are applicable to Provider Relief Funds (as clarified

in the HHS Reporting Policy published on October 22, 2020 and subsequent guidance) the Coronavirus Aid, Relief and Economic Security Act of 2020, as amended (the “**CARES Act**”), and Division B of the CARES Act.

(c) Each of BMH or its Affiliate, as applicable, has received Accelerated and Advance Payment Program Funds (“**AAPP Funds**”) in the amounts and on the dates set forth on Schedule 13.14(c). Each of BMH or its Affiliate, as applicable, has timely submitted the required documentation to receive and utilize the AAPP Funds. All information contained in such documents and all statements and certifications made in connection therewith are true, correct and complete in all material respects. Each of BMH or its Affiliate, as applicable, has utilized the AAPP Funds in compliance with applicable law, including the CARES Act.

(d) Neither BMH nor any BMH Affiliates has applied for or received any “Targeted” Allocation Funds (as such terms are defined by HHS).

(e) Neither BMH nor any BMH Affiliates has applied for or received any customized waiver of any applicable law from any governmental authority pursuant to the public health emergency declared by the Secretary of Health and Human Services on January 27, 2020 with respect to COVID-19, and BMH and each BMH Affiliate operated in conformance in all material respects with any applicable blanket state or federal waivers issued by any governmental authority pursuant to the public health emergency declared by the Secretary of Health and Human Services on January 27, 2020 with respect to COVID-19.

(f) Neither BMH nor any BMH Affiliates has applied for, or received any funds, pursuant to the Paycheck Protection Program and Health Enhancement Act, H.R. 266, 116th Congress (2020), and the programs, rules and regulations promulgated thereunder.

1.25 Experimental Procedures. Except as set forth on Schedule 1.25, during the past six (6) years, neither BMH nor any BMH Affiliates have performed or permitted the performance of any experimental or research procedures or studies involving patients in the facilities of BMH or any BMH Affiliate. The experimental procedures listed on Schedule 1.25 have been conducted in accordance with the policies and procedures of the Institutional Review Boards of BMH and any BMH Affiliates and all necessary governmental entity approvals.

1.26 Broker’s or Finder’s Fee. Except as set forth on Schedule 1.26, all negotiations relative to this Agreement and the transactions contemplated hereby have been carried out by BMH directly with the Prisma Parties, without the intervention of any persons on behalf of BMH in any manner to give rise to any claim by any Person against BMH, the BMH Affiliates, or the Prisma Parties for a finder’s fee, brokerage commission or similar payment.

1.27 Knowledge. As used in this Exhibit A, the phrase “to BMH’s knowledge” shall mean the knowledge, after reasonable inquiry, of the following employees of BMH: the Interim Chief Executive Officer, the Chief Operating Officer, the Chief Financial Officer, the Chief Human Resources Officer, and the Corporate Compliance Officer (the “**BMH Knowledge Parties**”); provided that, with respect to representations and warranties related to any BMH Joint Ventures, the phrase “to BMH’s knowledge” shall mean the actual knowledge, with no duty of inquiry, of each of the BMH Knowledge Parties.

Exhibit B

REPRESENTATIONS AND WARRANTIES OF BLOUNT COUNTY

2.1 Organization and Standing. Blount County is a governmental unit organized under the laws of the State of Tennessee. Blount County has the governmental or other power and authority to carry on its business as it has been and is presently operated and to enter into and perform its obligations under this Agreement.

2.2 Authorization; Enforceability. Blount County has all requisite power, authority and capacity to execute and deliver this Agreement and any other agreements to be entered into by it in connection with the Transaction as contemplated hereby and to perform its obligations under this Agreement and any such other agreements, and to consummate all transactions contemplated hereby and thereby. The execution and delivery of this Agreement, and the performance of the transactions contemplated hereby, have been duly and validly authorized by the governing board of Blount County, and all requisite action necessary for the authorization and consummation of the transactions contemplated hereby has been taken. This Agreement has been duly executed and delivered by Blount County, and constitutes a valid and binding obligation of Blount County, enforceable against Blount County, as applicable, in accordance with its terms subject to: (a) bankruptcy, insolvency, reorganization, moratorium or other Laws affecting creditors' rights generally; and (b) general principles of equity, including the availability of specific performance, and public policy.

2.3 Absence of Conflicts; Material Consents. The execution, delivery and performance of this Agreement will not: (a) except as set forth on Schedule 2.3, result in the breach or violation of any term or provision of or constitute a default under or conflict with any terms or provision of the statute or ordinance of Blount County; (b) except as set forth on Schedule 2.3, result in the breach or violation of any term or provision of or constitute a default under or conflict with any terms or provision of, any contract, agreement, lease, mortgage, license, permit, authorization, accreditation, or other obligation to which Blount County is a party, or by which Blount County is bound, or constitute such an event that with notice, lapse of time, or both, would result in any such breach, violation or default; or (c) conflict with or result in any violation by Blount County of any statute, rule, regulation, ordinance, code, order, judgment, writ, injunction, decree or award, or constitute an event that with notice, lapse of time, or both, would result in any such violation; (d) result in the creation or imposition of any lien, charge or encumbrance upon or with respect to the assets or property of Blount County; or (e) trigger any outstanding or authorized options, warrants, purchase rights, subscription rights, conversion rights, exchange rights, or other contracts or commitments that could require Blount County to sell, or otherwise transfer, any of the County Owned Real Property. The consents and approvals listed on Schedule 2.3 are collectively referred to herein as the "**Blount County Material Consents**".

2.4 Litigation. Except as described on Schedule 2.4, no litigation or other judicial or administrative proceeding, or to Blount County's knowledge, investigation, at law or in equity or otherwise, is pending and, to Blount County's knowledge, none is threatened before any court or by or before any governmental agency against Blount County with respect to the County Owned Real Property (as defined below), the operation of BMH or any BMH Affiliate, or the Transaction.

2.5 Bonds. Schedule 2.5 sets forth a list of all tax-exempt obligations issued by a state or local governmental unit for the benefit of BMH or the BMH Affiliates (the "**Blount Bonds**"). Blount County has not, and to Blount County's knowledge, none of BMH or any BMH Affiliate has, taken any action, nor omitted to take any action, that would reasonably be expected to cause the interest on the Blount Bonds to be includable in the gross income of the owners thereof for federal income tax purposes.

2.6 Real Property.

(a) For purposes of this Agreement, “**County Owned Real Property**” means all land, together with all buildings, structures, improvements and fixtures located thereon, including, without limitation, all electrical, mechanical, plumbing and other building systems; fire protection, security and surveillance systems; telecommunications, computer, wiring and cable installations; utility installations; water distribution systems; and landscaping, and all easements and other rights and interests appurtenant thereto, including, without limitation, air, oil, gas, mineral and water rights, owned by Blount County and leased to BMH or a BMH Affiliate, including without limitation, the Blount County Real Estate.

(b) Set forth on Schedule 13.14(b) is a true and complete list of the address, tax parcel identification number of each parcel of County Owned Real Property. With respect to each County Owned Real Property, except as set forth in Schedule 13.14(b): (i) Blount County has good and marketable indefeasible fee simple title to such County Owned Real Property, free and clear of all liens and encumbrances, except Permitted Encumbrances, (ii) Blount County has not leased or otherwise granted to any Person the right to use or occupy such County Owned Real Property or any portion thereof; and (iii) there are no outstanding options, rights of first offer or rights of first refusal to purchase such County Owned Real Property or any portion thereof or interest therein.

2.7 Broker’s or Finder’s Fee. Except as set forth on Schedule 2.7, all negotiations relative to this Agreement and the transactions contemplated hereby have been carried out by Blount County directly with the Prisma Parties, without the intervention of any persons on behalf of Blount County in any manner to give rise to any claim by any Person against Blount County or the Prisma Parties for a finder’s fee, brokerage commission or similar payment.

2.8 Knowledge. As used in this Exhibit B, the phrase “**to Blount County’s knowledge**” shall mean the knowledge, after reasonable inquiry, of Randolph Vineyard and Ed Mitchell.

Exhibit C

REPRESENTATIONS AND WARRANTIES OF THE PRISMA PARTIES

3.1 Organization and Standing. Each of Prisma and PHET is a nonprofit corporation duly organized and validly existing and in good standing under the laws of its respective state of incorporation. Each of Prisma and PHET has the corporate power and authority to carry on its business as it has been and is presently operated and to enter into and perform its obligations under this Agreement.

3.2 Authorization; Enforceability. Each of Prisma and PHET has all requisite power, authority and capacity to execute and deliver this Agreement and any other agreements to be entered into by it in connection with the Transaction as contemplated hereby and to perform its obligations under this Agreement and any such other agreements, and to consummate all transactions contemplated hereby and thereby. The execution, delivery and performance by each of Prisma and PHET of this Agreement and all such other agreements and transactions contemplated hereby have been duly and validly authorized, executed and delivered by, and are the valid and binding obligations of each of Prisma and PHET, as applicable, and are enforceable in accordance with their respective terms, subject to: (a) bankruptcy, insolvency, reorganization, moratorium or other Laws affecting creditors' rights generally; and (b) general principles of equity, including the availability of specific performance, and public policy.

3.3 Absence of Conflicts; Material Consents. The execution, delivery and performance of this Agreement will not: (a) result in the breach or violation of any term or provision of or constitute a default under or conflict with any terms or provision of the charter or bylaws of Prisma or PHET, or any contract, agreement, lease, mortgage, license, permit, authorization, accreditation or other obligation to which Prisma or PHET is a party, or by which Prisma or PHET is bound, or constitute such an event that with notice, lapse of time, or both, would result in any such breach, violation or default; (b) conflict with or result in any violation by Prisma or PHET of any statute, rule, regulation, ordinance, code, order, judgment, writ, injunction, decree or award, or constitute an event that with notice, lapse of time, or both, would result in any such violation; or (c) result in the creation or imposition of any lien, charge or encumbrance upon or with respect to the assets or property of Prisma or PHET, except in the case of clauses (a), (b) and (c) as would not have a Prisma Material Adverse Change.

3.4 Governmental Approvals. Except as set forth in Schedule 3.4, no approval, authorization, consent or order or action of or filing with any court, administrative agency or other governmental authority is required for the valid execution and delivery by the Prisma Parties of this Agreement or the consummation by the Prisma Parties of the transactions contemplated under this Agreement.

3.5 Broker's or Finder's Fee. All negotiations relative to this Agreement and the transactions contemplated hereby have been carried out by the Prisma Parties directly with BMH, without the intervention of any persons on behalf of the Prisma Parties in any manner to give rise to any claim by any Person against the Prisma Parties for a finder's fee, brokerage commission or similar payment.

3.6 Litigation. No litigation or other judicial, administrative or investigative proceeding, at law or in equity or otherwise, is pending and to the knowledge of the Prisma Parties, none is threatened before any court or by or before any governmental agency against the Prisma Parties, which would have a Prisma Material Adverse Change.

3.7 Compliance with Law. The operations, properties, hospitals and offices of Prisma and PHET are, and have been during the past six (6) years, conducted, held, owned and operated in compliance with all Laws, except as would not be reasonably expected to have a Prisma Material Adverse Change.

3.8 Financial Statements.

(a) Prisma has made available to BMH and Blount County complete and accurate copies of: Prisma's consolidated audited financial statements for the fiscal years ended December 31, 2021, December 31, 2022 and December 31, 2023, and notes and schedules thereto, as certified by its independent public accountants (collectively the "**Prisma Financial Statements**"). The Prisma Financial Statements are true, correct and complete in all material respects, have been prepared in accordance with GAAP applied on a consistent basis for such periods except as disclosed in the footnotes to the Prisma Financial Statements, and fairly present in all material respects the financial condition of Prisma at the dates stated and the results of operations of Prisma for the periods then ended. There are no obligations or liabilities, whether absolute, accrued, or contingent (including without limitation liabilities for Taxes), of Prisma or any Prisma Affiliate that are required in accordance with GAAP to be reflected or disclosed in the Prisma Financial Statements and that have not been so reflected or disclosed, except for: (i) obligations or liabilities incurred since December 31, 2023 in the Ordinary Course of Business; (ii) obligations or liabilities arising under this Agreement; and (iii) obligations or liabilities that would not, individually or in the aggregate, be reasonably expected to cause a Prisma Material Adverse Change.

(b) PHET has the ability to obtain funds in cash in amounts necessary to meet its obligations under this Agreement by means of credit facilities or otherwise and will at the Closing have immediately available funds in cash, which are sufficient to pay all amounts payable pursuant to this Agreement.

(c) Neither of the Prisma Parties is insolvent and neither Prisma Party will be rendered insolvent as a result of any of the Transaction. For purposes hereof, the term "solvent" means that: (i) the fair salable value of such Party's tangible assets is in excess of the total amount of its liabilities (including for purposes of this definition all liabilities, whether or not reflected on a balance sheet prepared in accordance with generally accepted accounting principles, and whether direct or indirect, fixed or contingent, secured or unsecured, and disputed or undisputed); (ii) such Party is able to pay its debts or obligations in the ordinary course as they mature; and (iii) such Party has capital sufficient to carry on its businesses and all businesses in which such Party is about to engage.

3.9 Ability to Perform. Each Prisma Party has the ability to fund or obtain funding to carry out and comply with the covenants set forth in Article II.

3.10 Absence of Changes. Since December 31, 2023, neither Prisma Party has experienced an adverse change in its financial condition, earnings, assets, properties or operations, which adverse change is material or could reasonably be expected to be material to such Party taken as a whole.