

Exhibit 13

Executive Summary of Key Terms of the Transaction

ACQUISITION OF CATHOLIC MEDICAL CENTER

EXECUTIVE SUMMARY

The following is an executive summary of the material terms of that certain Asset Purchase Agreement (the "Purchase Agreement") by and among (i) Catholic Medical Center, a New Hampshire nonprofit corporation ("CMC"), Catholic Medical Center Physician Practice Associates, a New Hampshire nonprofit corporation ("CMCPPA"), Alliance Enterprises, Inc., a New Hampshire corporation ("Alliance Enterprises"), Alliance Resources, Inc., a New Hampshire nonprofit corporation ("Alliance Resources"), Alliance Ambulatory Services, a New Hampshire nonprofit corporation ("Alliance Ambulatory") and McGregor Street Medical Office Building, LLC, a New Hampshire limited liability company ("McGregor Street MOB") (each of CMC, CMCPPA, Alliance Enterprises, Alliance Resources, Alliance Ambulatory and McGregor Street MOB are referred to in the Purchase Agreement individually as a "Seller" and, collectively as, "Sellers"); and (ii) Manchester Health Services, LLC, a Delaware limited liability company ("Buyer"). The following is intended to be a summary of the material terms of the Purchase Agreement. For a more detailed review, please see the Purchase Agreement.

A. Summary of Material Terms of the Asset Purchase Agreement

<u>ISSUE</u>	<u>SUMMARY</u>
Transaction Structure	<p>Pursuant to the Purchase Agreement, Buyer will purchase, and Sellers will sell, substantially all of the assets used in the operation of Catholic Medical Center (the "<u>Hospital</u>") and all other facilities or physician practices owned, leased, managed or operated by any Seller or Seller affiliate related to or associated with the Hospital (the "<u>Facilities</u>") and all assets and operations owned, leased, managed or operated by Sellers that are ancillary to or associated with any of the foregoing as currently conducted or as contemplated by Sellers to be conducted in the future (the "<u>Purchased Assets</u>").</p> <p>Subject to the satisfaction of the closing conditions in the Purchase Agreement, it is anticipated that the transaction will close (the "<u>Closing</u>") in the fourth quarter of 2024. The day of the Closing is referred to as the "<u>Closing Date</u>" and the Closing will be effective as of 12:00:01 a.m. on first day of the calendar month immediately following the calendar month in which the Closing Date occurs (the "<u>Effective Time</u>").</p> <p>Buyer will assume (a) Sellers' liabilities in respect of accrued but unused paid time off, not to exceed two hundred (200) hours, of Sellers' employees who accept employment with Buyer at the Effective Time (the "<u>Transferred Employees</u>"), (b) post-Closing liabilities arising under contracts assumed by Buyer, (c) post-Closing liabilities arising under specified capital leases, and (d) all liabilities included in the calculation of Net Working Capital as of immediately prior to the Effective Time (collectively, the "<u>Assumed Liabilities</u>").</p> <p>Other than the Assumed Liabilities, Buyer will not assume any liabilities of Sellers, any liabilities related to the ownership or operation of Sellers' businesses (the "<u>Business</u>") or the Purchased Assets prior to</p>

	<p>the Effective Time or any liabilities related to any acts or omissions by any Seller (the “<u>Excluded Liabilities</u>”).</p> <p>“<u>Net Working Capital</u>” means, as of any date of determination, the excess of (a) the current assets of the Business set forth in the Purchase Agreement, but only to the extent acquired as a Purchased Asset, less (b) the current liabilities of the Business set forth in the Purchase Agreement, but only to the extent acquired as an Assumed Liability, in each case, calculated in accordance with GAAP.</p>
Foundation	<p>Promptly after the Purchase Agreement is signed, (a) Sellers will form a New Hampshire charitable nonprofit corporation (“<u>Foundation</u>”), and (b) Foundation will sign a joinder to the Purchase Agreement to become a Party thereto.</p>
Purchase Price	<p>The purchase price to be paid by Buyer for the Purchased Assets will be \$110,000,000, subject to certain adjustments for Net Working Capital and Assumed Indebtedness (defined below). The Purchase Price paid at Closing will be based on estimates of Net Working Capital and Assumed Indebtedness.</p> <p>The final Purchase Price will be determined post-Closing pursuant to the Closing Statement reconciliation process described in Section C (Closing Statement) below.</p> <p>“<u>Assumed Indebtedness</u>” means the aggregate amount (as of immediately prior to the Effective Time) of the current and long-term liabilities of all Sellers under the capital leases of Sellers that are assumed by Buyer.</p>
Excluded Assets	<p>The following assets of Sellers are excluded from the Purchased Assets (collectively, the “<u>Excluded Assets</u>”):</p> <ul style="list-style-type: none"> • any bank account of any Seller or Seller affiliate, and (a) all cash and cash equivalents, marketable securities and other investments of any Seller or Seller affiliate, including all cash and cash equivalents in any bank account of any Seller or Seller affiliate as of immediately prior to the Effective Time, and (b) any restricted funds, grants or gifts of any Seller or any Seller affiliate, including donor restricted funds and those funds that would require a <i>cy pres</i>, deviation or similar proceeding to approve their transfer; • all accounts receivable generated in connection with the Business immediately prior to the Effective Time; • all insurance policies, and all related premiums and refunds relating to the periods prior to the Effective Time; • all benefit plans and records relating thereto; • all organizational documents, minute books, and corporate records of any Seller or Seller affiliate; • rights that accrue or will accrue to Sellers under the Purchase Agreement or the other Transaction Documents (defined below);

- all credentialing and medical staff records;
- any records that by law any Seller is required to retain in its possession, any personnel record to the extent it contains employee health information, the confidentiality of which is protected under applicable law or any records that relate exclusively to the Excluded Assets;
- any contracts that are not assumed by Buyer;
- all rights to refunds of taxes and tax returns related to the Business for taxable periods (including portions thereof) ending prior to the Effective Time;
- all rights to settlements and retroactive adjustments, if any, of payments made to Sellers prior to the Effective Time pursuant to the auditing and settlement of Seller cost reports;
- any assets held by, or on behalf of, the Sellers in connection with any self-funded insurance programs and reserves, including medical malpractice risk pools and workers' compensation;
- any permits, approvals, accreditation that are not assignable to Buyer pursuant to applicable law;
- any claims of any Seller against third parties to the extent that such claims relate to the Excluded Assets or the Excluded Liabilities;
- any proceeds claimed from refund requests made by a Seller of the Employee Retention Tax Credit after the Closing pursuant to Section 2301 of the Coronavirus Aid, Relief, and Economic Security Act, as amended by Section 206 of the Taxpayer Certainty and Disaster Tax Relief Act of 2020;
- (a) any interest in, or assets owned by, Alliance Health and (b) any assets exclusively used in and relating to the operations of St. Peter's Home in Manchester, New Hampshire;
- any religious articles, religious artifacts and other religious assets owned by the Roman Catholic Diocese of Manchester, New Hampshire;
- COVID-19 Funds and Medicare Accelerated and Advance Payments;
- any money or investments held by a creditor, trustee or other agent on behalf of a creditor that is expected to be used to retire, prepay or defease any outstanding indebtedness or other liabilities; and
- equity interests of Sellers in (i) Bedford Ambulatory Surgery Center, LLC, (ii) Alliance Urgent Care Services, LLC (iii) Granite Healthcare Asset Holding Company, LLC, (iv) Granite Healthcare Network, LLC, (v) NH Value Care ACO, LLC, (vi) Yankee Alliance Supply Chain Solutions, LLC, and (vii) McGregor Street Medical Office Building, LLC;

	<ul style="list-style-type: none"> • certain Owned Real Property commonly known as (i) 293 Wilson Street, Suite 1B, Manchester, NH and (ii) 300 Kelley Street, Manchester, NH; • those certain assets used exclusively in the operation of the following programs: (i) the Poisson Dental Facility, (ii) Healthcare for the Homeless, and (iii) The Doorway to Greater Manchester; and • all of Sellers NPIs.
Restrictive Covenants (Sellers and Fondation)	<p>For a period of five (5) years after the Closing, each Seller and Fondation agrees not to, and agrees to cause each of their affiliates not to, directly or indirectly, develop, own, manage, control, lease, consult, operate, participate in or otherwise engage in any Restricted Business within the following New Hampshire zip codes: 03046, 03304, 03275, 03045, 03046, 03106, 03034, 03102, 03101, 03104, 03105, 03110, 03103, 03108, 03109, 03032, 03040, 03070 and 03053. Provided, however, Fondation would not be restricted from (a) owning a passive interest of no more than 5% of the securities of any publicly traded entity, or (b) organizing, acquiring or investing in, or providing financial support or grants to certain identified programs; provided; however, that except as explicitly carved out, those identified programs would not include programs that provide any medical services or items for which such facilities, other organizations, or the providers at such facilities or other organizations submit claims for reimbursement under Medicare or any Private Program, in any case with respect to the medical services or items provided at such facilities or other organizations unless such facility or organization is a federally qualified health center.</p> <p>For a period of five (5) years after the Closing, each Seller and Fondation agrees not to, and each agrees to cause their respective affiliates not to, directly or indirectly, (i) encourage, induce or solicit or attempt to encourage, induce or solicit, any customer, supplier, licensee, licensor or other business relation of the Business to cease doing business with Buyer or any of its affiliates, (ii) encourage, induce, solicit or attempt to encourage, induce or solicit, any officer, director, manager, employee or individual independent contractor of Buyer Employer or any of Buyer Employer’s affiliates who works at, or provides services to, the Business, to leave the employ of Buyer Employer or any of Buyer Employer’s affiliates or terminate or diminish any relationship with Buyer Employer or any of Buyer Employer’s affiliates; <u>provided, however</u>, that the foregoing shall not apply to any general solicitation by any Seller, Fondation or any of their respective affiliates that is not directed specifically to any such Person; or (iii) hire, employ or engage as a consultant with any Covered Person.</p> <p>“<u>Restricted Business</u>” means any healthcare facility, business or service that, as of the date hereof or hereafter, compete with the Business, whether provided in-person or through tele-medicine or other remote platform, including the following: acute care hospitals; long term acute</p>

	<p>care hospitals; psychiatric hospitals; specialty hospitals; home health; hospice; infusion; ambulance or other healthcare related transportation services; medical office buildings; cancer treatment centers (including outpatient radiation oncology centers, gamma-knife centers and cyber-knife centers); children’s, cardiac, rehabilitation, orthopedic, cancer, neuro, trauma or other facilities that specialize in one or more disease states; physician practices; physician hospital organizations; accountable care organizations; outpatient clinics, including surgery, urgent care, pain, burn, trauma, stroke, cancer and endoscopy centers; ambulatory surgery centers; free-standing emergency facilities or departments; psychiatric services; diagnostic imaging services; neonatal intensive care facilities; physical therapy facilities; catheterization laboratories; nursing facilities; parking facilities; and facilities used in connection with or in support of any such healthcare facility, business or service, including non-healthcare and administrative services such as parking, transportation, maintenance, dieting, linen, repair, engineering, and business, administrative, and technical support, except for the business operations of each of the following:</p> <ul style="list-style-type: none"> - Bedford Ambulatory Surgical Center, LLC; which provides medical services or items for which claims for reimbursement are submitted under Medicare or a Private Program. - Alliance Urgent Care Services, LLC; which provides medical services or items for which claims for reimbursement are submitted under Medicare or a Private Program. - The Doorway to Greater Manchester - Healthcare for the Homeless - Poisson Dental Facility <p>“<u>Covered Person</u>” means any officer, director, manager, or employee of (a) Buyer Employer or any of Buyer Employer’s affiliates who, as of any date of determination, works at, or provides services to, the Business, or worked at, or provided services to, the Business at any time during the twelve (12) month period prior to such date of determination or (b) any Seller or Seller affiliate, working at, or providing services to, the Business, at any time during the six (6) month period immediately prior to the Effective Time.</p>
Transferred Employees	<p>As of the Effective Time, Sellers will terminate all of the active employees of Seller, and Buyer or one of its affiliates (“<u>Buyer Employer</u>”) will offer employment to substantially all such employees (other than the Senior Management Personnel, to whom Buyer Employer will have the option, but not the obligation, to make offers of employment) who are in good standing in accordance with the policies and procedures of Sellers or any Seller affiliate. Buyer Employer will have the right not to offer employment to or hire any individual employee consistent with the applicable policies and procedures of HCA (including HCA’s policy not to rehire employees who are ineligible under HCA’s rehire policy). The initial terms and conditions of employment will include offering positions to such Seller Employees</p>

	<p>(other than Senior Management Personnel) at their base wage and salary levels as of immediately prior to the Effective Time.</p> <p>With respect to the Seller employees that accept employment with Buyer Employer (each a “<u>Transferred Employee</u>”), Buyer (a) will recognize each Transferred Employee’s date of hire by Sellers as the anniversary date of record with Buyer and honor that seniority for purposes of prospective benefit accrual under Buyer’s fringe benefit policies, such as paid time off and short-term disability, (b) will waive the customary waiting periods under Buyer’s welfare plans, and (c) to the extent lawful and subject to the approval of any applicable insurer, honor prior service credit under Sellers’ current welfare plans for purposes of satisfying pre-existing condition limitations in Buyer’s plans. For purposes of eligibility to participate in Buyer Employer’s retirement plans, vesting under Buyer Employer’s retirement plans and determining the level of Buyer Employer contributions under Buyer Employer’s retirement plans, Buyer Employer shall credit each Transferred Employee’s prior service with Seller or Seller affiliate up to a maximum of 6 years of service; <u>provided, however</u>, that Buyer Employer will not be required to make any contributions to such retirement plans with respect to prior service.</p> <p>Buyer will give credit for the unused paid time off of each Transferred Employee (except for physicians) as of immediately prior to the Effective Time in an amount not to exceed two hundred (200) hours, but only to the extent reflected as a current liability in the calculation of Net Working Capital as of the Effective Time.</p>
<p>Representations and Warranties</p>	<p>Sellers and Foundation made representations and warranties to Buyer with respect to organization, authority, non-contravention, binding agreement, subsidiaries, minority interests, title to assets, sufficiency and condition of assets, financial information, permits and approvals, statutory funds, accreditation, government program participation, private programs, reimbursement, third-party payor cost reports, compliance with laws, information privacy and security compliance, compliance programs, medical staff matters, experimental procedures, intellectual property, contracts, personal property, inventory, real property, insurance, employee benefit plans, employee matters, litigation, tax matters, environmental matters, absence of changes, affiliate transactions, solvency, brokers and finders, transferred interests, books and records, statements true and correct, and no other representations and warranties.</p> <p>Buyer made representations and warranties to Sellers with respect to organization, capacity, authority, non-contravention, binding agreement, litigation, brokers and finders, solvency, compliance of laws, and statements true and correct.</p>
<p>Buyer Closing Conditions</p>	<p>Buyer’s obligation to close the contemplated transaction is subject to the satisfaction of certain customary closing conditions, including, but not limited to, the following:</p>

- Each of the representations and warranties of Sellers contained in the Purchase Agreement or the other Transaction Documents (a) that is not qualified by Material Adverse Effect, materiality or similar phrases and are not a Seller Fundamental Representation defined below under the heading “Limitation to Indemnification Obligations – Threshold”) shall be true and correct in all material respects on and as of the date of the Purchaser Agreement and on and as of the Closing Date and (b) that is qualified by Material Adverse Effect, materiality or similar phrases or that is a Seller Fundamental Representation shall be true and correct in all respects on and as of the date of the Purchase Agreement and on and as of the Closing Date;
- Sellers shall have complied in all material respects with all agreement, obligations and covenants contained in the Purchase Agreement;
- No Material Adverse Effect (as defined in the Purchase Agreement) has occurred;
- (a) All approvals from governmental authorities shall have been obtained, (b) Buyer shall not have received any notice that could cause (i) the Government Programs (as defined in the Purchase Agreement) to not certify and enroll Buyer, the Facilities or the practitioners under the auspice of Buyer or its affiliates in the applicable Government Programs effective as of the Effective Time, or (ii) the Business, the Facilities or the practitioners not to participate in and receive reimbursement from the Government Programs effective as of the Effective Time and (c) all filings and notices required to be made with and to the New Hampshire Attorney General shall have been made;
- No governmental authority shall have issued an Order restraining or prohibiting the consummation of the contemplated transactions;
- Sellers real property shall not have become subject to an encumbrance other than a permitted encumbrances and the Title Company shall have irrevocably committed to issue a Title Policy to Buyer;
- Each Seller shall have executed and delivered to Buyer all of the items required to be delivered by such Seller pursuant to the Purchase Agreement;
- Certain consents to the assignment of assumed contracts to Buyer identified on a schedule to the Purchase Agreement have been obtained;
- Certain estoppel certificates to assigned leases shall have been obtained;
- Sellers shall have delivered to Buyer evidence that the Purchased Assets delivered to Buyer are free and clear of all encumbrances other than permitted encumbrances;
- Sellers have purchased tail policies and shall have delivered to Buyer certificates of insurance evidencing the same at least five (5) business days prior to the Closing Date.

	<ul style="list-style-type: none"> • The parties have agreed on a budget of the costs and expenses necessary to wind up, liquidate and terminate the affairs of Sellers (the “<u>Wind Down Budget</u>”); and • Sellers have implemented certain restrictions with respect to Huggins Hospital’s (“<u>Huggins</u>”) access to a shared environment at CMC.
Sellers Closing Conditions	<p>Sellers’ obligation to close the contemplated transaction is subject to the satisfaction of certain customary closing conditions, including, but not limited to, the following:</p> <ul style="list-style-type: none"> • Each of the representations and warranties of Buyer contained in the Purchase Agreement and the other Transaction Documents (a) that is not qualified by Material Adverse Effect, materiality or similar phrases and is not a Buyer Fundamental Representation shall be true and correct in all material respects on and as of the date of the Purchase Agreement and on and as of the Closing Date and (b) that is qualified by Material Adverse Effect, materiality or similar phrases or that is a Buyer Fundamental Representation shall be true and correct in all respects on and as of the date of the Purchase Agreement and on and as of the Closing Date; • Buyer will have complied in all material respects with all agreement, obligations and covenants contained in the Purchase Agreement; • All filings and notices required to be made with and to the New Hampshire Attorney General shall have been made; and • Each Seller shall have executed and delivered to Buyer all of the items required to be delivered by such Seller pursuant to the Purchase Agreement;
Indemnification by Sellers	<p>Sellers and the Foundation, jointly and severally, are obligated to indemnify Buyer and Buyer’s affiliates from and against any and all losses that Buyer incurs as a result of or arising out of: (i) any breach of, or inaccuracy in, any of the representations or warranties made by any Seller or Foundation in the Purchase Agreement or in any other document contemplated by the Purchase Agreement (each a “<u>Transaction Document</u>”); (ii) any breach, noncompliance or nonfulfillment of any covenants or other agreements made by any Seller or Foundation in the Purchase Agreement or in any other Transaction Document; (iii) any of the Excluded Assets, (iv) any of the Excluded Liabilities; (v) Buyer’s assumption of any assumed contract for which consent or notice has not been delivered or obtained, as applicable, as of the Closing Date; (vi) any uncured real estate title and survey objections; and (vii) any Fraud or willful misconduct of any Seller, any Seller affiliate, Foundation or any Representatives, members, principals or shareholders of any Seller, any Seller affiliate or Foundation.</p> <p>“<u>Fraud</u>” means (a) common law fraud under the Laws of the State of Delaware, whether such fraud is based on a misrepresentation, deliberate concealment of material facts, or silence in the face of a duty to speak (or words to that effect as used in, and interpreted under, the Laws of the State of Delaware) or (b) fraudulent concealment under the</p>

	Laws of the State of Delaware. "Fraud" shall not include equitable fraud, negligent fraud, or "fraud" as such term is defined under any federal statute or under any statute of the State of Delaware or the State of New Hampshire.
Indemnification by Buyer	Buyer is obligated to indemnify Sellers, Seller affiliates and Foundation from and against any and all losses that Sellers incur as a result of or arising out of: (a) any breach of the representations or warranties made by Buyer in the Purchase Agreement or in any other Transaction Document; (b) any breach, noncompliance, or non-fulfillment of any covenants or other agreements made by Buyer in the Purchase Agreement or in any other Transaction Document; (c) any of the Assumed Liabilities; (d) any utilization by Buyer of the federal and state controlled substances permits and pharmacy licenses of a Seller under the Power of Attorney; (e) any use by Buyer of the billing identification information of a Seller for the purposes of submitting claims to Medicare, Medicaid and TriCare in accordance with the Purchase Agreement; and (f) any Fraud or willful misconduct of Buyer or any Representatives of Buyer
Escrowed Funds	<p>On the Closing Date, (i) ██████████ of the Purchase Price will be deposited into an escrow account (the "<u>Indemnification Escrow Account</u>") to support Sellers' indemnification obligations pursuant to and in accordance with Article 10 of the Purchase Agreement, and (ii) ██████████ of the Purchase Price will be deposited into an escrow account (the "<u>Working Capital Escrow Account</u>") to support Sellers' payment obligations pursuant to and in accordance with the post-Closing adjustments to the Purchase Price.</p> <p>Within 10 business days after the date which is twenty-four (24) months after the Closing (the "<u>Escrow Release Date</u>"), Seller Representative and Buyer will deliver a joint written instruction to the Escrow Agent instructing the Escrow Agent to release to Foundation (a) any funds remaining in the Indemnification Escrow Account as of the Escrow Release Date (if any) <u>minus</u> (b) the aggregate amount of all unresolved (or resolved but unpaid) indemnification claims under <u>Article 10</u> of the Purchase Agreement asserted by the Buyer Indemnified Parties in accordance with <u>Article 10</u> of the Purchase Agreement as of the Escrow Release Date.</p>
Limitation to Indemnification Obligations – Threshold	<p>No party shall have any obligation to indemnify the other for a breach of a representation and warranty to the extent that the losses resulting from such claim is less than ██████████ ("<u>De Minimis Claims</u>"); provided that such limitation would not apply to losses arising from Seller Fundamental Representations or Buyer Fundamental Representations.</p> <p>No party shall have any obligation to indemnify the other for a breach of a representation and warranty unless and until the aggregate amount of all such losses incurred or suffered by the respective party resulting from De Minimis Claims exceeds ██████████ (the "<u>Threshold</u>"), upon which event Buyer and Seller, as applicable, shall be entitled to</p>

	<p>indemnification with respect to breaches of representations and warranties for the amount of all losses above the Threshold; provided, however, that the foregoing limitation shall not apply with respect to any losses resulting from, arising out of, relating to or in connection with breaches of, or inaccuracies in, the Seller Fundamental Representations (organization; qualification; authority; non-contravention; binding agreement; subsidiaries; minority interests; title to assets; and brokers and finders), Buyer Fundamental Representations (organization; qualification; authority; non-contravention; binding agreement; and brokers and finders), and the Seller Significant Representations (sufficiency and condition of assets; permits and approvals; statutory funds; accreditation; government program participation; private programs; reimbursement; third-party payor costs reports; compliance with laws; information privacy and security compliance, compliance program, and experimental procedures).</p>
<p>Limitation to Indemnification Obligations – Caps</p>	<p>Neither of Buyer’s, Sellers’ nor Foundations’ aggregate liability for breaches of representations and warranties indemnification claims pursuant to the Purchase Agreement will exceed [REDACTED] (the “<u>Cap</u>”); provided, however, that the Cap will not apply to any losses in connection with breaches of the Seller Fundamental Representations, Buyer Fundamental Representations or Seller Significant Representations.</p> <p>Neither of Sellers’ nor Foundation’s aggregate liability for breaches of representations and warranties indemnification claims pursuant to Seller Significant Representations will exceed the Seller Net Sale Proceeds (defined below) (the “<u>Seller Significant Representation Cap</u>”); provided, however, that the Seller Significant Representation Cap will not apply to any losses in connection with breaches of the Seller Fundamental Representations.</p> <p>Sellers’ and Foundation’s aggregate liability in respect of claims for indemnification with respect to (i) Seller Fundamental Representations, (ii) breach, noncompliance or nonfulfillment of any covenants or other agreements made by any Seller or Foundation in the Purchase Agreement or in any other Transaction Document; (iii) Buyer’s assumption of any assumed contract for which approval has not been delivered or obtained, as applicable, as of the Closing Date; (iv) any uncured Title and Survey Objections, including any amounts paid to Buyer Indemnified Parties from the Escrow Account, shall not exceed the Purchase Price (the “<u>Super Cap</u>”). Claims for indemnification pursuant to Excluded Assets, Excluded Liabilities and Fraud would not be subject to the Super Cap.</p>
<p>Indemnification – Survival</p>	<p>All representations and warranties contained in or made pursuant to the Purchase Agreement or any other Transaction Document will survive the execution and delivery of the Purchase Agreement or such other Transaction Document and the consummation of the transactions contemplated by the Purchase Agreement as follows:</p> <ul style="list-style-type: none"> • Twenty four (24) months after the Closing, generally; and

	<ul style="list-style-type: none"> • The ninetieth (90th) day after the expiration of the applicable statute of limitations in the case of any of the Seller Fundamental Representations, the Buyer Fundamental Representations, and the Seller Significant Representations. <p>So long as written notice is given on or prior to the applicable survival expiration date with respect to any such claim, all representations and warranties related to such claim shall continue to survive until such claim is finally resolved.</p>
Seller Net Sale Proceeds; Net Worth Thresholds	<p>On the Closing Date, Buyer will pay to Foundation, an amount equal to the net proceeds of the Purchase Price (the “<u>Seller Net Sale Proceeds</u>”).</p> <p>During the period beginning six (6) months from the Effective Time and ending on the first (1st) anniversary of the Effective Time, the Net Worth of Foundation shall not be, and Foundation shall not take any action that would reasonably be expected to result in its Net Worth being less than \$30,000,000 (the “<u>One Year Threshold</u>”).</p> <p>During the period beginning the first day after the first (1st) anniversary of the Effective Time and ending on the third (3rd) anniversary of the Effective Time, the Net Worth of Foundation shall not be, at any time, and Foundation shall not take any action that would reasonably be expected to result in its Net Worth being, less than \$40,000,000 (the “<u>Three Year Threshold</u>”).</p> <p>During the period beginning the first day after the third (3rd) anniversary of the Effective Time and ending on the sixth (6th) anniversary of the Effective Time, the Net Worth of Foundation shall not be, at any time, and Foundation shall not take any action that would reasonably be expected to result in its Net Worth being, less than \$20,000,000 (the “<u>Sixth Year Threshold</u>”) (each of the One Year Threshold, the Three Year Threshold and the Sixth Year Threshold are hereinafter referred to as a “<u>Net Worth Threshold</u>”).</p> <p>“<u>Net Worth</u>” means, with respect to Foundation, an amount equal to the Seller Net Sale Proceeds (a) <i>plus</i> (i) the total cash and cash equivalents, marketable securities and other investments of Foundation (including any cash ultimately received by Foundation as a result of the collection of Sellers’ accounts receivables) that are capable of being converted to cash within twelve (12) months or less as of such date (excluding any restricted funds that are not capable of being transferred to Buyer, including donor restricted funds and those funds that would require a <i>cy pres</i>, deviation or similar proceeding to approve their transfer), (ii) any funds remaining in the escrow account, including all interest thereon, as of the date of determination (if any) less the aggregate amount of all unresolved (or resolved but unpaid) indemnification claims asserted by Buyer, (iii) the amount owed to Sellers that is in excess of the working capital escrow amount, (iv) any amounts that exceed the Wind Down Budget, and (v) any prorated amounts paid by Buyer to Sellers on or after the Closing Date, and (b) <i>less</i> (i) the premium payments paid for the Tail Policies, (ii) any shortfall amount owed to Buyer with respect</p>

	<p>to the net working capital, if any, (iii) any prorated amounts paid by Sellers to Buyer on or after the Closing Date, and (iv) the aggregate liabilities of Foundation as of such date reflected on, or required in accordance with GAAP to be reflected on, Foundation's balance sheet.</p> <p>If Foundation's Net Worth drops below the applicable Net Worth Threshold, then Foundation shall immediately be prohibited from making or funding any grants, making any investments, paying any operating costs or making any other expenditures (except those related to essential operating costs of Foundation, including those that are necessary to maintain Foundation's tax-exempt status) without the prior written consent of Buyer until such time as Foundation delivers to Buyer a Net Worth certification reflecting that Foundation is in compliance with the applicable Net Worth Thresholds. Foundation shall have a set number of days from the date that Foundation's Net Worth is less than the applicable Net Worth Threshold to increase its Net Worth to be in compliance with the Purchase Agreement terms. If Foundation fails to increase its Net Worth to be in compliance within such time period, then certain of Buyer's post-Closing obligations set forth in Section 7.12, Section 7.13, and Section 7.14 of the Purchase Agreement shall terminate and be of no further force or effect.</p>
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B. Summary of Material Post-Closing Covenants

<u>ISSUE</u>	<u>SUMMARY</u>
Catholic Identity Commitment Agreement	At Closing, Buyer, CMC, the Roman Catholic Bishop of the Diocese of Manchester, and the Foundation will enter into a Catholic Identity Commitment Agreement (the " <u>CICA</u> "), pursuant to which Buyer would operate and manage the Hospital in compliance with the Ethical and Religious Directives for Catholic Health Care Services, as promulgated by the United States Conference of Catholic Bishops and as amended from time to time.
Hospital Board of Trustees	From and after the Effective Time, Buyer shall have the right to direct and appoint members of the Board of Trustees (the " <u>Board</u> ") of the Hospital as set forth in the CICA. Additionally, Buyer agrees that (a) all initial members of the Board, beginning on the Effective Time (the " <u>Initial Board Members</u> "), will be residents of southern New Hampshire; (b) approximately sixty percent (60%) of the Initial Board Members will be community members that are not on the medical staff of the Hospital; and (c) approximately forty percent (40%) of the Initial Board Members will be members of the medical staff of the Hospital.
Operations of the Hospital	Subject to (i) a Force Majeure Event (as defined in the Purchase Agreement) making doing so impossible or commercially unreasonable (but only for the period of the Force Majeure Event and the applicable remediation period), (ii) the occurrence or existence of a Significant Reimbursement Change, or (iii) the occurrence or existence of a

Contingency, for a period beginning on the Effective Time and terminating on the tenth (10th) anniversary of the Effective Time (the “Commitment Period”), Buyer shall (A) maintain the Hospital as a Licensed Hospital, and (B) not discontinue at the Hospital the provision of the Core Services.

“Significant Reimbursement Change” means any change in law that, individually or cumulatively with any other changes in Law, materially adversely changes the manner or amount of reimbursement paid to providers of healthcare services of the type provided by the Hospital, including, but not limited to, (a) Medicare for all, (b) a Medicare buy in option that allows a significant expansion of Medicare coverage beyond current law, (c) a public option that allows individuals or groups to purchase healthcare coverage through a public entity or (d) any other change that based on reasonable projections prepared by Buyer and delivered in advance to Foundation would, once fully implemented, have reduced by more than ten percent (10%) the net revenues of the Hospital or any Core Service, as the case may be, for the twelve (12) month period ending on March 31, 2024.

“Core Services” means the provision of the following services, whether through the use of employed or independent community providers: (a) emergency department services, (b) in-patient surgical services, (c) in-patient medical services, (d) intensive and critical care services, (e) obstetrics and gynecology services, (f) pregnancy services, (g) newborn care services, (h) outpatient surgical services, (i) heart and vascular services, (j) neurological services and (k) diagnostic imaging services.

“Contingency” means, with respect to a Core Service and maintaining the Hospital as a Licensed Hospital, as the case may be:

- the active medical staff of the Hospital not having qualified, available physicians and/or clinical staff who (i) are necessary for Buyer or any of its affiliates to provide such Core Service or maintain the Hospital as a Licensed Hospital, as applicable, and (ii) are in good standing with the medical staff requirements of the Hospital;

- the Hospital or such Core Service, as applicable, experiences a significant decrease in patient volume, which shall be deemed to have occurred if (i) the average monthly patient volume for such Core Service or at the Hospital, as applicable, during any eighteen (18) consecutive month period following the Effective Time is less than sixty-seven percent (67%) of the average monthly patient volume for such Core Service or at the Hospital, as applicable, during the twelve (12) consecutive month period immediately preceding the Effective Time; or (ii) the actual or projected patient volume for such Core Service or at the Hospital, as applicable, becomes insufficient to achieve or maintain the level of safety and quality for such Core Service or at the Hospital, as applicable, that is at least equal to, or better than, the median level of safety and quality at other HCA healthcare facilities located in the HCA Capital Division (or any successor division thereto);

	<ul style="list-style-type: none"> • a change in Law (or interpretation thereof) that materially and adversely affects the operation of the Hospital or the provision of such Core Service for a period that is reasonably expected to be at least twenty-four (24) consecutive months; • from and after the first (1st) anniversary of the Effective Time, such Core Service or the Hospital is no longer financially viable, meaning that for a period of at least twelve (12) consecutive months following the first (1st) anniversary of the Effective Time, there has been an actual Financial Loss with respect to the Hospital or such Core Service; • a change in the needs of the communities, including as a result of services being provided by one or more third parties, within the service area of the Hospital reasonably necessitating a termination of the provision of such Core Service or the operation of the Hospital as an acute-care facility in Manchester, New Hampshire; or • such Core Service or the Hospital, as applicable, fails to achieve or maintain the level of safety and quality metrics that is at least equal to or better than the median level of safety and quality for the provision of similar services at other HCA healthcare facilities located in the HCA Capital Division (or any successor division thereto), provided that such safety and quality metrics are reasonably similar to those regularly utilized by HCA at similar HCA healthcare facilities located in the HCA Capital Division (or any successor division thereto). <p>“<u>Licensed Hospital</u>” means a facility licensed as a “general hospital” pursuant to applicable New Hampshire Law, and the regulations that have been promulgated thereunder, or any successor Law thereto.</p>
Uninsured and Charity Care Policies	Buyer will implement and, during the Commitment Period, maintain at the Hospital certain Uninsured and Charity Care Policies. During the Commitment Period, Buyer would have the right to amend or modify the Uninsured and Charity Care Policies (a) so long as such changes provide no less access for necessary medical care regardless of ability to pay for services rendered than the Uninsured and Charity Care Policies, or (b) as necessary in order to comply with applicable law.
Capital Support Commitment	During the period beginning as of the Effective Time and ending as of the tenth (10 th) anniversary of the Effective Time, Buyer and/or any of its affiliates will make or cause to be made certain capital expenditures in an aggregate amount equal to or greater than \$200,000,000 (the “ <u>Capital Expenditure Target</u> ”); <u>provided, however</u> , such ten (10) year period shall be extended as reasonably necessary to allow Buyer and its affiliates sufficient time to make such capital expenditures to the extent the failure or inability of Buyer and its affiliates to make such capital expenditures is solely related to (i) any Force Majeure Event (but only for the period of the Force Majeure Event and the applicable remediation period) or (ii) Buyer’s or its affiliates’ failure to obtain any requisite approvals (other than due to an intentional act or omission of Buyer or its affiliate that was the principal cause of such failure to obtain approval). Notwithstanding the foregoing, Buyer may in its sole discretion discontinue making or causing its affiliate to make Capital

	<p>Expenditures at the Facilities at any time following a Significant Reimbursement Change.</p> <p>To the extent Buyer does not make such capital expenditures prior to the tenth (10th) anniversary of the Effective Time, Buyer would deposit any shortfall amount into a separate escrow account to be used for such purpose.</p>
Quality Reports	<p>Within sixty (60) days after each anniversary of the Effective Time for each of the four (4) years after the Effective Time, Buyer shall provide the Director of Charitable Trusts of the New Hampshire Department of Justice with (a) the hospital compare preview report for the Hospital that is received in such calendar year by Buyer from CMS, and (b) a report with internal HCA preliminary data for the twelve (12) months ending the first quarter of the year in which the report is provided for the following areas: (i) healthcare-associated infections from CLABSI, CAUTI, SSI-Colon, SSI-Hysterectomy, MRSA, and CDI/F; and (ii) core measures for PC-01 (early elective deliveries), SEP-1 (sepsis bundle compliance), OP-3b (median time to transfer to another facility for acute coronary intervention), OP-29 (appropriate follow-up colonoscopy), OP-23 (head CT or MRI scan interpretation within 45 minutes of emergency department arrival), and OP-18b (median time from emergency department arrival to emergency department departure for discharged emergency department patients)</p>
Seller Representative	<p>As of the date the Purchase Agreement is signed and pursuant to its terms, Foundation and Sellers irrevocably appoint (i) Foundation as Sellers' and Foundation's representative, agent, proxy, attorney in fact (coupled with an interest) with full powers of substitution to act in the name, place and stead of each Seller and Foundation for all purposes under Sections 7.12, 7.14 and 7.15 of the Purchase Agreement ("<u>Foundation Representative</u>"); and (ii) CMC as Sellers' and Foundation's representative, agent, proxy, attorney in fact (coupled with an interest) with full powers of substitution to act in the name, place and stead of each Seller and Foundation for all purposes under the Purchase Agreement, <i>other than</i> Sections 7.12, 7.14 and 7.15 of the Purchase Agreement ("<u>Seller Representative</u>").</p> <p>All decisions and actions of Foundation Representative and Seller Representative are binding on each Seller and Foundation.</p>

C. Summary of Material Post-Closing Actions

<u>ISSUE</u>	<u>SUMMARY</u>
Closing Statement	<p>Not more than 120 days after the Closing, Buyer will prepare and deliver to Seller Representative a statement (the "<u>Closing Statement</u>") setting forth in reasonable detail Buyer's calculation of (i) the actual amount of the Net Working Capital as of immediately prior to the Effective Time, (ii) the actual amount of the Assumed Indebtedness, and (iii) the Purchase Price resulting from such actual amount of Net</p>

	<p>Working Capital and Assumed Indebtedness. During the 60 days after delivery of the Closing Statement, Buyer will provide Seller Representative reasonable access to review the financial books and records of Buyer related to the calculation of amounts in the Closing Statement. Seller Representative has 60 days after the delivery of the Closing Statement to deliver a written notice of disagreement to Buyer, after which the parties will have 60 days to resolve any differences. If the parties are unable to resolve such differences, then they will submit such differences to KPMG International for resolution.</p>
Tax Allocation	<p>By the later of 180 days after the Closing or 30 days after final determination of the Purchase Price, Buyer shall prepare and deliver an allocation of an amount totaling the sum of the (a) Purchase Price, (b) Assumed Liabilities and (c) all other capitalized costs under the Purchase Agreement, first among each of Sellers and then among the Purchased Assets of each Seller, in accordance with Section 1060 of the Code (an any similar provisions of state or local Law, as appropriate).</p>
Transition Services Agreement	<p>To the extent mutually agreed upon by the parties, a transition services agreement will be entered into pursuant to which Buyer will (i) provide certain services to CMC in order for CMC to provide certain services to Huggins and (ii) collect Sellers' accounts receivables on Sellers' behalf.</p>
Cobra Continuation Coverage	<p>Not more than ten (10) days after the Closing Date, Seller Representative shall deliver to Buyer (i) the full name and last known address of each former Seller Employee and his or her dependents and any other COBRA qualified beneficiaries who were enrolled in COBRA continuation coverage under Sellers' group health plans immediately prior to the Effective Time (each, a "<u>Closing COBRA Enrollee</u>") along with a description of the type (e.g., medical, dental, vision) and categories (e.g., employee only, employee plus children, family) of coverage elected and the expected expiration date of such coverage, (ii) the full name and last known address of each former Seller Employee and his or her dependents and any other COBRA qualified beneficiaries who are within their COBRA election period under Sellers' group health plans as of the Effective Time (each, an "<u>Eligible COBRA Enrollee</u>") along with a description of the type and categories of coverage for which such individuals are eligible to elect, and (iii) the full name and last known address of each Seller Employee who was terminated by Sellers on the Closing Date and participated in Sellers' group health plans on the Closing Date but was not hired by Buyer Employer as of the Effective Time (each, a "<u>Terminated Seller Employee</u>") along with a description of the types and categories of coverage for which such individuals were covered.</p> <p>Each Closing COBRA Enrollee and each Eligible COBRA Enrollee who timely elects COBRA continuation coverage after the Closing Date will be referred to as a "<u>Qualified COBRA Enrollee</u>."</p> <p>Not more than one hundred twenty (120) days after the Closing Date, Buyer shall prepare and deliver to Seller Representative a statement (the "<u>COBRA Statement</u>") setting forth in reasonable detail Buyer's calculation of the amount equal to the product of (i) the monthly</p>

COBRA premium payments under Buyer Employer's group health plan for each Qualified COBRA Enrollee multiplied by three (3) and (ii) the remaining number of months following the Closing Date in which such Qualified COBRA Enrollee remains eligible for COBRA continuation coverage (collectively, such amount for all of the Qualified COBRA Enrollees), the "COBRA Continuation Amount"). Within ten (10) Business Days of the delivery of the COBRA Statement, Sellers shall pay to Buyer an amount equal to the COBRA Continuation Amount by wire transfer of immediately available funds to one or more accounts designated in writing by Buyer.

Buyer shall be responsible for the costs and expenses related to each Terminated Seller Employee who timely elects COBRA continuation coverage after the Closing Date