

**EXECUTION VERSION**

**SECURITIES PURCHASE AGREEMENT**

**DATED AS OF SEPTEMBER 1, 2022**

**AMONG**

**APS INNOVATIONS LLC, a Delaware limited liability company**

**(as “Buyer”)**

**WESANA HEALTH CLINICS CORP., a corporation incorporated under the laws of Delaware**

**(as “Seller”)**

**ADVANCED PSYCHIATRIC MANAGEMENT LLC, a Delaware limited liability company,**

**(as the “Company”)**

**AND**

**ADVANCED PSYCHIATRIC SOLUTIONS, LTD., an Illinois medical corporation,**

**(as “Advanced”)**

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**Exhibit**

- EXHIBIT A – Definitions
- EXHIBIT B – Promissory Note

## **SECURITIES PURCHASE AGREEMENT**

This Securities Purchase Agreement (this “Agreement”) is dated September 1, 2022 by and among APS Innovations LLC, a Delaware limited liability company (“Buyer”), Advanced Psychiatric Management LLC, a Delaware limited liability company (the “Company”), Wesana Health Clinics Corp., a Delaware corporation (the “Seller”); and Advanced Psychiatric Solutions, Ltd., an Illinois medical corporation (“Advanced” or the “Practice”, and together with the Company, the “Subject Companies”), Buyer, the Company, and Advanced, Seller are referred to collectively herein as the “Parties” and, individually, as a “Party.” Capitalized terms used and not otherwise defined in this Agreement have the meanings set forth in Exhibit A.

### **BACKGROUND:**

- A. The Company (also referred to in this Agreement as “MSO”), operates as a management services organization to manage medical practices specializing in the practice of psychiatry inclusive of IV Ketamine Infusion Therapy and other related services;
- B. Abid K. Nazeer, M.D., is the sole shareholder of Advanced (the “Owner”);
- C. The Company is party to that such Management Services Agreement with Advanced, through which it furnishes comprehensive non-clinical management services;
- D. Seller wishes to sell to Buyer, and Buyer wishes to acquire from Seller all of the equity interests of the Company (the “Purchased Interests”).

In consideration of the above and the remaining terms of this Agreement, the Parties, intending to be legally bound, agree as follows:

### **ARTICLE I**

#### **CLOSING OF THE SALE AND PURCHASE OF THE PURCHASED INTERESTS**

**1.1 Closing.** Subject to the terms and conditions in this Agreement, the closing of the transactions contemplated by this Agreement (the “Closing”) shall be made effective as of 11:59 p.m. Central Time on the first business day occurring when all the closing conditions and deliveries have been met, delivered or have been waived by the appropriate party or other day as determined by the Parties (the “Closing Date”), and shall be based on the respective representations, warranties and agreements of the Parties contained herein.

**1.2 Sale and Purchase of the Purchased Interests.** Subject to the terms and conditions in this Agreement, at the Closing, Seller shall sell, convey, transfer and assign to Buyer, and Buyer shall purchase from Seller, all of Seller’s right, title and interest in and to the Purchased Interests, free and clear of all Encumbrances except Permitted Encumbrances.

**1.3 Consideration.**

(a) In consideration for the conveyance of the Purchased Interests and in reliance on the representations and warranties, covenants and agreements of Seller, Buyer shall pay Seller an amount equal to \$2,100,000.00 USD (the “Purchase Price”). The Purchase Price shall be payable in accordance with this Section 1.3. On the Closing Date, Buyer shall:

pay Seller, by wire transfer of immediately available funds to an account designated by Seller, an amount equal to \$750,000 less an amount equal to \$80,000 (the “Owner Payment”), which constitutes

amounts owed by Seller to Owner pursuant to the Letter Agreement (defined below) (such reduced amount, the “Closing Cash Payment”);

pay, or cause to be paid, on behalf of the Seller and Company, to the Owner an amount equal to the Owner Payment;

issue a promissory note, in the form of Exhibit B (the “Promissory Note”), in favor of Seller in an amount equal to the Purchase Price less the Closing Cash Payment less the Owner Payment.

(b) Closing Indebtedness. On the Closing Date, Seller shall deliver Buyer evidence that it has settled the PNC term loan facility held by Advanced in full (the “PNC Settlement”).

(c) Wire Transfer Instructions. The Closing Cash Payment will be paid by wire transfer in accordance with the funds flow agreed to by the parties prior to the Closing Date and written instructions provided by Seller prior to the Closing Date.

**1.4 Outstanding Payments Owed to Owner**. Seller acknowledges and agrees that Schedule 1.4 sets forth all amounts owed to Owner by Seller or its Affiliates. Seller, Advanced, and Owner shall enter into a letter arrangement at Closing with respect to settlement of such payments owed to Advanced following the Closing (“Letter Agreement”). Seller acknowledges and agrees that a portion or all of such payment may be offset pursuant to Section 8.18 by Buyer against the payments owed to Seller under the Promissory Note.

**1.5 Certain Taxes**.

(a) Tax Periods Ending On or Before the Closing Date. Seller shall prepare or cause to be prepared all Tax Returns for Company, at the sole cost of Seller, for all taxable periods ending on or prior to the Closing Date. Seller will provide Buyer with copies of any such Tax Returns for Buyer’s review and comment (i) at least thirty (30) days prior to the due date thereof (after giving effect to any extensions thereto) in the case of income Tax Returns and (ii) as soon as practicable in the case of all other Tax Returns. The Company, at Seller’s sole expense, will file or cause to be filed such Tax Returns. Seller shall be responsible for all Taxes shown to be due with respect to such Tax Returns prior to Closing.

(b) Cooperation on Tax Matters. Seller shall cooperate fully, as and to the extent requested by Buyer, in connection with the filing of Tax Returns pursuant to this Section 1.5 and any audit or Claim with respect to Taxes. Such cooperation shall include the retention and (upon Buyer’s request) the provision of records and information that are relevant to any such Tax Return, audit or Claim.

(c) Transfer Taxes. All federal, state or local transfer, documentary, sales, excise, use, stamp, registration, property, and any other Taxes and fees (including any penalties and interest) incurred in connection with this Agreement or the sale and transfer of the Purchased Interests to Buyer pursuant to this Agreement (“Transfer Taxes”) shall be paid 50% by Buyer and 50% by Seller when due, and the Company will file on a timely basis all necessary Tax Returns and other documentation with respect to all such Transfer Taxes and provide to Buyers evidence of payment of all such amounts, and, if required by applicable Law, Buyers will, and will cause their Affiliates to, join in the execution of any such Tax Returns and other documentation.

(d) Straddle Period. In the case of any taxable period that includes (but does not end on) the Closing Date (a “Straddle Period”), the amount of any Taxes based on or measured by income, receipts, or payroll of the Company for the Pre-Closing Tax Period shall be determined based on an interim closing of the books as of the close of business on the Closing Date, and the amount of other Taxes of the

Company for a Straddle Period which relate to the Pre-Closing Tax Period shall be deemed to be the amount of such Tax for the entire taxable period multiplied by a fraction the numerator of which is the number of days in the taxable period ending on the Closing Date and the denominator of which is the number of days in the Straddle Period.

(e) Tax Advice and Reliance. None of the Parties (and none of the Parties' respective counsel, accountants or other representatives) has made or is making any representations to any other Party (or to any other Party's counsel, accountants or other representatives) concerning the consequences of the Contemplated Transactions under applicable Tax laws. Each Party has relied solely upon the Tax advice of its own employees or of representatives engaged by such Party and not on any such advice provided by any other Party.

## **ARTICLE II REPRESENTATIONS AND WARRANTIES REGARDING SELLER**

As a material inducement to Buyer to enter into and perform this Agreement and to consummate the Contemplated Transactions, Seller represents and warrants as follows:

**2.1 Power and Authority**. Seller has necessary capacity, power and authority to execute, deliver and perform this Agreement and all other agreements and documents to be executed and delivered by him pursuant to this Agreement. Seller's execution, delivery and performance of this Agreement and each other agreement and document to be executed and delivered by Seller pursuant to this Agreement have been duly and validly authorized by all necessary action. The execution, delivery and performance by Seller of this Agreement and such other agreements and documents and the consummation of the Contemplated Transactions do not and will not violate any provision of, or result in the acceleration of, any obligation under any Contract, Permit or Order to which Seller is a party or by which Seller is bound, or violate any restrictions of any kind to which Seller is subject. This Agreement and each other agreement and document executed and delivered by Seller pursuant to this Agreement has been duly executed and delivered by Seller and constitutes the valid and binding obligation of Seller, enforceable against Seller in accordance with its terms.

**2.2 Title to Purchased Interests**. Except as set forth on Schedule 2.2, or otherwise as part of the Contemplated Transaction neither Advanced nor Company is a party to any (a) option, warrant, purchase right or other commitment (other than this Agreement) that could require Buyer to sell, transfer or otherwise dispose of any of the Purchased Interests or any other Equity Interests of the Company, or (b) any voting trust, proxy, or other agreement or understanding with respect to the ownership, transfer or voting of any of the Equity Interests of the Company.

**2.3 Legal Proceedings**. There are no Claims or Orders pending or, to the knowledge of the Subject Companies, threatened which may adversely affect the ability of Seller to enter into or perform obligations under this Agreement or any other agreement or document to be executed and delivered by Seller pursuant to this Agreement, or which seek to restrain, enjoin, delay or obtain damages or other relief in connection with any of the Contemplated Transactions.

**2.4 Commissions and Fees**. Seller has no liability of any kind to any broker, finder or agent with respect to this Agreement or the Contemplated Transactions.

**ARTICLE III**  
**REPRESENTATIONS AND WARRANTIES REGARDING THE SUBJECT COMPANIES**

As a material inducement to Buyer to enter into and perform this Agreement and to consummate the Contemplated Transactions, Seller represents and warrants to Buyer all of the below set forth in this Article 3, effective as of the Effective Date and as of Closing.

**3.1 Organization; Good Standing.** The Company is a limited liability company duly organized, validly existing and in good standing under the Laws of the State of Delaware. The Practice is a corporation duly incorporated, validly existing and in good standing under the Laws of the State of Illinois and has registered as a medical corporation with the Illinois Department of Financial and Professional Regulation. Each Subject Company has all necessary corporate or limited liability company power and authority, as applicable, to own, operate and lease all of its assets and to carry on its business as such business is now being conducted. The Company which is required to register to do business in the State of Illinois and is so registered as a foreign limited liability company. No Subject Company is required to qualify to do business as a foreign limited liability company in any other state or jurisdiction by reason of its business, properties or activities in or relating to such other state or jurisdiction.

**3.2 Power and Authority.** Each Subject Company, as applicable, has all necessary corporate or limited liability company power and authority, as applicable to: (i) own and operate its business and assets as currently owned and conducted; and (ii) execute, deliver and perform this Agreement and all other agreements and documents to be executed and delivered by it pursuant to this Agreement, and has taken all action required by Law, its Governing Documents or otherwise to authorize the execution, delivery and performance of this Agreement and such other agreements and documents. Except as set forth in Schedule 3.2, the execution, delivery and performance by each Subject Company of this Agreement and each other agreement and document to be executed and delivered by any Subject Company pursuant to this Agreement, and the consummation of the Contemplated Transactions, do not and will not violate any provision of the Governing Documents of any Subject Company or any provision of, or result in the acceleration of, any obligation under any Contract, Permit or Order to which any Subject Company is a party or by which any Subject Company is bound, or violate any restrictions of any kind to which any Subject Company is subject. This Agreement and each other agreement and document executed and delivered by any Subject Company pursuant to this Agreement has been duly executed and delivered by such Subject Company and constitutes the valid and binding obligation of such Subject Company, enforceable against such Subject Company in accordance with its terms.

**3.3 Subsidiaries; Capitalization; Affiliates.** No Subject Company owns any Equity Interests in or controls, directly or indirectly, any other corporation, association or business organization, nor is any Subject Company a party to any joint venture, partnership, or affiliated service group. Section 3.3 of the Disclosure Schedule sets forth all of the authorized, issued and outstanding Equity Interests of Advanced and each Subject Company. All of the issued and outstanding Equity Interests of each Subject Company have been duly authorized, are validly issued, fully paid and nonassessable, and are held beneficially, directly or indirectly, by the Seller, free and clear of any Encumbrances except Permitted Encumbrances. Except as specifically set forth in Section 3.3 of the Disclosure Schedule, there are no outstanding (a) securities of any Subject Company convertible into Equity Interests of such Subject Company, (b) commitments, options, rights, warrants or other obligations of any Subject Company to issue, sell or otherwise cause to be outstanding any Equity Interests of such Subject Company or any securities convertible into Equity Interests of such Subject Company, or to repurchase or otherwise acquire or retire any of its Equity Interests, (c) stock appreciation, phantom stock, profit participation, or similar rights with respect to any Subject Company, or (d) voting trusts, proxies, or other agreements or understandings with respect to the transfer or voting of any of the Equity Interests of any Subject Company. Except for the Seller, no Person (including any Subject Companies' former equity holders) is entitled to receive any of the

Purchase Price or other proceeds of the Contemplated Transactions. No Subject Company or any of its respective Affiliates, nor any director, manager, officer, employee or other Affiliate of any Subject Company (x) has any interest in any property (whether real, personal, or mixed and whether tangible or intangible other than any vehicle used by, owned by, or with a beneficial interest to owner- related to the Business or (y) owned or owns (of record or as a beneficial owner) an Equity Interest or any other financial interest in any Person that has or has had business dealings or a material financial interest in any transaction related to the Business, or engaged in competition with respect to any line of the products or services related to the Business in any market presently served by any Subject Company (except for ownership of less than two percent (2%) of the outstanding capital stock of any corporation that is publicly traded on any recognized exchange).

### **3.4 Company's Financial Information.**

(a) Seller has provided true, correct and complete copies of the following financial statements of the Company (collectively, the "Financial Statements"): (i) the audited year-end balance sheets of the Company as of December 31, 2021 (the "Financial Statement Date"), and the related unaudited statements of income, assets and liabilities, stockholders' equity and cash flows of the Company for the fiscal year then ended; and (ii) an unaudited balance sheet of the Company as of June 30, 2022, and the related unaudited statements of income, assets and liabilities, stockholders' equity and cash flows of the Company for the six (6) month period then ended (the "Balance Sheet Date"). The Financial Statements (x) are correct and complete in all material respects and consistent with the books and records of the Company (which are in turn correct and complete), (y) fairly and accurately present in all material respects (when taken as a whole) the financial position and the results of operations, changes in equity and cash flows of the Company at the respective dates and for the respective periods referred to in the Financial Statements, and (z) reflect all liabilities of the Company, including all material consolidated contingent liabilities of the Company, as of their respective dates unless the liabilities are of the type and kind not required to be reflected on a balance sheet prepared in accordance with the Company's good faith accounting Company applied uniformly. All properties used in the Company's business operations during the periods covered by the Financial Statements are reflected in such Financial Statements. The Financial Statements of the Company do not contain financial information for any business other than the Business.

(b) Except as reflected in the financial statements, no Subject Company has any Indebtedness outstanding, and no Person has Guaranteed, or provided any financial accommodation of, any Indebtedness or liability of or for the benefit of any Subject Company, other than as set forth in the Financial Statements.

### **3.5 Real Property.**

(a) No Subject Company owns any real property. No Subject Company is a party to any Contract or option to purchase any real property or any interest therein.

(b) Schedule 3.5(b) sets forth a complete and accurate list of all real property leased or subleased by any Subject Company (collectively, the "Leased Real Property"), and a list of all leases and subleases for each such parcel of Leased Real Property (collectively, the "Leases"). Each Subject Company has made available to Buyer and/or its Representatives a true and complete copy of each Lease. All of the Leases are in full force and effect, and are valid and enforceable in accordance with their respective terms. No Subject Company has received any written notice, and to their Knowledge, any oral notice, of any, event of default or event which constitutes or would constitute (with notice or lapse of time or both) a default by any Subject Company or any other Person under any Lease. All rent and other amounts required to be paid on or prior to the Closing Date with respect to each of the Leases have been paid. No Subject Company has received written or to their Knowledge, oral, notice that the landlord with respect to any Lease would

refuse to renew such Lease upon expiration of the period thereof upon substantially the same terms. To the Knowledge of the Subject Companies, the operation of the Leased Real Property, in the manner in which it is now operated, complies with all material zoning, building, use, safety or other similar statutes, ordinances or regulations of any Governmental Authority. To the knowledge of Subject Companies, the Leased Real Properties, and all improvements thereon, are in all material respects in good operating condition, ordinary wear and tear excepted and to the Knowledge of the Subject Companies, no capital expenditures or repairs are required for the operation of the Business as currently conducted.

**3.6 Intellectual Property Rights.** Excluding any commercially available software which any of the Subject Companies may use in the ordinary course of business (such as Microsoft Office Suite, Adobe, QuickTime Player, Apple Products, DrChronos EMR software, etc.) Schedule 3.6(a) lists all of each Subject Company's registered Intellectual Property, and Schedule 3.6(b) lists any material Contract to which a Subject Company is a party pursuant to which any Intellectual Property is owned or licensed by such Subject Company, it being acknowledged and agreed that each Subject Company utilizes various software platforms and services that are commonly available or otherwise utilized by any such given Subject Company. No Subject Company has any right, title, or interest in or to any Intellectual Property that is not included as part of its assets. Each Subject Company owns and possesses or has the right to use pursuant to a valid and enforceable written Contract all Intellectual Property necessary for or currently used in connection with the operation of the Business, consistent with past practice. No Claim is pending, has been made, or to the Knowledge of the Subject Companies, threatened to the effect that the present or past operations of any Subject Company infringe upon or conflict with the asserted rights of others to such Intellectual Property, or contesting the use or ownership of any Subject Company's Intellectual Property. The conduct of the Business as currently conducted by the Company does not infringe upon any Intellectual Property of any other Person. To each Subject Company's Knowledge, no Person is currently infringing upon any Subject Company's Intellectual Property.

**3.7 Employees and Labor Matters.**

(a) Schedule 3.7(a) sets forth the following: (A) a true, complete and accurate list of each employee, independent contractor, director, manager, officer and consultant of each Subject Company, (B) each such Person's dates of hire, position, title and work location(s), (C) any applicable leave status (i.e., military, medical, disability, workers' compensation or otherwise) and the date such Person became inactive, as well as the expected return to work date, (D) such Person's current rate of compensation (identifying bonuses, commissions, incentive compensation and equity-based compensation, if any, separately), and (E) in the case of an employee: (i) whether such employee is compensated on an hourly or salaried basis, and full-time or part-time, (ii) whether such employee is classified as exempt or non-exempt for wage and hour purposes, and (iii) the number of such employee's accrued sick days and vacation days. Each Subject Company has made available to Buyer all written employee handbooks, policies, programs and arrangements to the Buyer. No Person identified on Schedule 3.7(a) has received any bonus or increase in compensation since the Financial Statement Date, nor since such date, has there been any promise orally or in writing to any such Person of any bonus or increase in compensation.

(b) Except as set forth on Schedule 3.7(b), no Subject Company has any unsatisfied payment of any salary, wage, benefit, bonus, vacation pay, sick leave, insurance, employment Tax or similar liability to any employee, independent contractor, director, manager, officer or other Person in respect of services performed on or prior to the Closing Date, other than as accrued in the Ordinary Course of Business.

(c) No current employee, independent contractor, director, manager, officer or consultant of any Subject Company, or any group thereof, has informed such Subject Company, either orally or in writing, of any plans to terminate their employment or other relationship with such Subject

Company, generally or as a result of the Contemplated Transactions or otherwise. Except as set forth on Schedule 3.7(c), no Subject Company has taken any action, or failed to take any action, that would reasonably be likely to result in any Claim by a current or former employee of such Subject Company that he or she has been constructively terminated or is due severance payments.

(d) Except as set forth in Schedule 3.7(d), all employees of each Subject Company are employed “at will” or otherwise employed such that such Subject Company may lawfully terminate their employment at any time, with or without cause, without any payment beyond normal wages or salary through the termination date, and without creating any material cause of action against any Subject Company or otherwise giving rise to any material liability of any Subject Company for wrongful discharge, breach of Contract, tort or any other similar Claim at law or in equity. A true, correct and complete copy of any form of non-competition, non-solicitation, proprietary rights, confidentiality or other restrictive covenant agreement currently in force with any of the Representatives of any Subject Company, and any material variances therefrom, has been made available to the Buyer. No employee or former employee has any right to be rehired by any Subject Company.

(e) To each Subject Company’s Knowledge, no Subject Company employs individuals who are not lawfully permitted to work in the United States and each Subject Company is in material compliance with all applicable Laws regarding immigration and/or employment of non-citizen workers. The Subject Companies have properly completed, retained and, as applicable, updated a Form I-9 for each employee of the Subject Companies, as applicable, in accordance with applicable Law and regulations. To each Subject Company’s Knowledge, no such Form I-9 was improperly prepared nor was false documentation was provided in connection with satisfying the requirements of such Form I-9. No Subject Company has been notified of any pending or threatened investigation by any branch or department of the United States Department of Immigration and Customs Enforcement (“ICE”) or any other Governmental Authority charged with administration or enforcement of federal immigration Laws concerning any Subject Company, and no Subject Company has received any “no match” notices from ICE, the Social Security Administration or the Internal Revenue Service within the twelve (12) months prior to the date of this Agreement.

(f) Except as set forth in Schedule 3.7(f), each Subject Company is currently and has been for the past three (3) years in compliance all material respects with all applicable Laws relating to labor, labor relations or employment and employment practices, including, any provisions thereof relating to classification of employees as exempt or non-exempt, classification of contractors and employees, equal employment opportunity, wages, hours, overtime regulation, employee safety, COVID-19, immigration control, drug testing, termination pay, vacation pay, fringe benefits, occupational safety and health, workers’ compensation, collective bargaining and the payment and/or accrual of the same and all Taxes, insurance and all other costs and expenses applicable thereto, and no Subject Company is liable for any arrearage, or any Taxes, costs or penalties for failure to comply with any of the foregoing. Without limiting the generality of the foregoing, to the best of each Subject Company’s knowledge, no Subject Company has incurred a violation of COBRA or other applicable state insurance continuation law. No material COBRA or other state insurance continuation law violation exists or will exist with respect to any employees of any Subject Company prior to and including the Closing Date, nor will any such violation occur as a result of the Contemplated Transactions. As of the Closing Date, to the best of each Subject Company’s knowledge, no Subject Company will, nor has any Subject Company ever been, an enterprise subject to the WARN Act, and no Subject Company has previously incurred, nor will it currently incur, any liabilities under the WARN Act, including, but not limited to, in connection with the Contemplated Transactions or as a result of a “plant closing”, “business closing” or “mass layoff” or equivalent action. During the ninety (90) day period preceding the date hereof, no employee of the Subject Company has suffered an “employment loss” as defined in the WARN Act. Each Subject Company maintains and files, to the extent required by Law, a Form EEO-1 with the federal Equal Employment Opportunity Commission.

Each Subject Company maintains, monitors, and files, to the extent required by Law, any and all required affirmative action plans required as a consequence of any state, federal or local government contracts, including any obligations under Federal Executive Order 11246. There are no, and within the last three (3) years there have been no complaints or charges with respect to employment or labor matters (including, but not limited to allegations of employment discrimination, harassment, or retaliation pending or threatened against Subject Company in any judicial, regulatory or administrative forum, or under any private dispute resolution procedure. None of the employment policies or practices of the Subject Company is currently being audited or investigated. No Subject Company nor any of its officers or employees, is, or within the last three (3) years has 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 (excluding claims for worker's compensation or unemployment compensation).

(g) No Subject Company has received any Claims in the nature of workers' compensation claims or charges, or complaints of employment discrimination in the last three (3) years and, to the Knowledge of each Subject Company, there is not any reasonable basis for any such Claim.

(h) No Subject Company is or has been within the past three (3) years a party to or bound by any collective bargaining agreement, project labor agreement, memorandum of understanding, letter agreement, side agreement, or any other Contract or arrangement with any labor union or labor organization. No organizational effort currently or within the past three (3) years has been made or threatened by or on behalf of any labor union with respect to employees or Representatives of any Subject Company, nor is any Subject Company subject to any charge, demand, union organizational activity, request or recognition, application for certification of a collective bargaining agent, petition or representation proceeding seeking to compel, require or demand it to recognize and/or bargain with any labor union or labor organization. No Subject Company currently or in the past three (3) years has engaged in any unfair labor practice and there is (A) no unfair labor practice charge or complaint pending against any Subject Company or threatened against any Subject Company before the National Labor Relations Board, and no grievance or arbitration proceeding arising out of or under any collective bargaining agreement is so pending against any Subject Company or so threatened, (B) no strike, labor dispute, slow down, walkout, picketing or work stoppage pending against any Subject Company or threatened, against any Subject Company, and (C) no employee grievances pending under any previously-established grievance procedure. No Subject Company currently and in the past three (3) years has engaged in any lockout of any employees of any Subject Company, no such action is contemplated by any Subject Company, and to the Knowledge of each Subject Company, no event has occurred or circumstances exist that could provide the basis for any work stoppage or other labor dispute with respect to the employees of the Subject Companies.

(i) Currently and during the past three (3) years, no Subject Company has been a party to a settlement agreement with a current or former employee or contractor that relates or arises from allegations of sexual harassment or sexual misconduct. Currently and during the past three (3) years no allegations of sexual harassment or sexual misconduct have been made against any officer or director of any Subject Company in his or her capacity as an officer or director.

(j) To the knowledge of each Subject Company, each Person who has performed services for any Subject Company or who otherwise has Claims for compensation from any Subject Company has been properly classified as an employee or an independent contractor pursuant to all applicable Laws, including, but not limited to, the Code and ERISA.

(k) To the knowledge of each Subject Company, there have been no workplace accidents, injuries, or exposures (including without limitation viral exposure, and including without limitation a novel coronavirus, including COVID-19 in the last twelve (12) months involving any employee

of any Subject Company which are likely to result in, but have not yet resulted in, a claim for worker's compensation payments or benefits, or a violation of the Occupational Health and Safety Act (OSHA) or state or local equivalent.

(l) To the knowledge of each Subject Company, each Subject Company has implemented all practicable precautions and measures regarding the COVID-19 pandemic, in line with all Center for Disease Control (CDC), World Health Organization (WHO), and other federal and applicable state and local guidelines including social distancing measures, increased sanitization measures, measures to protect employee and partner health, measures to prevent crowds, and measures to prevent unnecessary contact; and has maintained material and good faith compliance with all federal, state, and local laws, orders, and ordinances regarding, the COVID-19 pandemic, including without limitation the Families First Coronavirus Response Act (FFCRA), the CARES Act, and any and all Shelter in Place, Stay at Home, or similar orders.

**3.8 Legal Proceedings.** Schedule 3.8 sets forth a true, correct and complete list of all Claims and Orders against, relating to or affecting (a) any Subject Company or its assets, the Business or the Purchased Interests, or (b) any Subject Company's owner, directors, managers, officers, employees or contractors with respect to any Subject Company or its assets, the Business or the Purchased Interests, in each case during the past six (6) years. Except for matters listed on Schedule 3.8, there are no pending or threatened (a) Claims or Orders against, relating to or affecting any Subject Company or its assets, the Business, the Purchased Interests or the Contemplated Transactions and, to the Knowledge of the Subject Companies, no basis for such action exists, or (b) legal impediments to the use, operation or ownership of any Subject Company's assets, the Purchased Interests, or the Business in the Ordinary Course of Business. Each Subject Company is fully insured with respect to all pending matters required to be listed on Schedule 3.8. Except as set forth on Schedule 3.8, no Subject Company has any plan or intention to initiate any Claim against any Person.

**3.9 Material Contracts.**

(a) Advanced or Seller has made available to Buyer true, correct and complete copies of all written, and disclosed to Buyer all oral, Material Contracts (collectively, the "Material Contracts"):

- (i) Contract with any Health Care Facility;
- (ii) Contract related to any Subject Company's assets, not made in the Ordinary Course of Business, other than this Agreement;
- (iii) Contract with any Third Party Payor;
- (iv) employment agreement, independent contractor agreement, medical director agreement or other Contract for the employment or engagement by any Subject Company as well as all contracts for temporary or leased employees, including any Contract with a physician;
- (v) Contract with any labor union;
- (vi) bonus, pension, profit-sharing, retirement, or other form of deferred compensation, severance, change in control, retention or other plan or Contract for the benefit of any Subject Company's current or former directors, managers, officers, employees or independent contractors;
- (vii) lease with respect to any property, real or personal, whether as lessor or lessee;

(viii) Contract for the future purchase of materials, supplies or equipment involving anticipated future payments in excess of USD \$10,000;

(ix) Contract continuing for a period of more than six (6) months from the date thereof, which (A) are not terminable by such Subject Company upon notice of thirty (30) days or less without penalty, or (B) involve consideration in excess of USD \$25,000 annually;

(x) Contract for, relating to, or Guaranteeing any Indebtedness, or placing an Encumbrance on any Subject Company's assets or Equity Interests;

(xi) Contract including any covenant that purposes to limit the freedom of any Subject Company or employee of any Subject Company from freely engaging in any business or competing with any Person anywhere in the world, or from soliciting, hiring or engaging any Person;

(xii) power of attorney or grant of agency;

(xiii) license with respect to any Intellectual Property;

(xiv) Contract granting to any Person a right of first refusal or right of first offer on the sale of all or any part of the assets, business or Equity Interests of any Subject Company;

(xv) settlement, conciliation, leniency or similar agreement under which any Subject Company has any outstanding obligations;

(xvi) joint venture, partnership or Contract involving a sharing of profits, losses, costs or liabilities with any other Person;

(xvii) Contract with any Governmental Authority;

(xviii) Contract for billing, management or marketing services; or

(xix) Contract with any Person that provides healthcare services to any Subject Company (i.e., outside labs, anesthesiology, or imaging providers).

(b) All of such Material Contracts are valid, binding and enforceable in accordance with their terms and are in full force and effect. Each Subject Company has performed in all material respects all obligations required to be performed by it under each Material Contract as of the Closing Date, and there is not under any such Contract any existing default or breach, or any condition or event which with notice or a lapse of time, or both, would constitute a default or breach. No written or, to the Knowledge of the Subject Companies, oral notice of termination or of a desire to renegotiate any Material Contract has been given or received by any Subject Company, and no Subject Company has any Knowledge of any breach or anticipated breach by any other party to any such Contract, and no other party to any contract has indicated that it cannot perform such contract due to a *force majeure*. No default or alleged default by any Subject Company exists or will exist as of the Closing under any Material Contract.

(c) Except as set forth on Schedule 3.2, no Material Contract requires consent from or notice to any third party or will result in any increase in any payment or change in any term provided for in connection with the Contemplated Transactions.

**3.10 Subsequent Events.** Since the Balance Sheet Date, each Subject Company has (i) conducted its business consistent with past management practices and in the Ordinary Course of

Business and (ii) used its commercially reasonable efforts to preserve the goodwill and organization of its business and its relationships with its customers, vendors, employees and other Persons having business relations with such Subject Company. Except as set forth on Schedule 3.10, no Subject Company has, since the Balance Sheet Date:

(a) incurred any material uninsured obligation or liability (absolute, accrued, contingent or otherwise);

(b) discharged or satisfied any Encumbrance, or paid or satisfied or agreed to extend any obligation or liability (absolute, accrued, contingent or otherwise) other than in the Ordinary Course of Business;

(c) increased or established any reserve for Taxes or any other liability on its books or otherwise provided therefor, except as may have been required due to income or operations of such Subject Company since the Balance Sheet Date in the Ordinary Course of Business;

(d) made or revoked any material Tax election, adopted or changed any material Tax accounting method, settled or compromised any material Tax assessment or deficiency, surrendered any right to a material Tax refund, filed an amended Tax Return, or consented to an extension or waiver of any statute of limitations with respect to Taxes;

(e) mortgaged, pledged or subjected to any Encumbrance any Subject Company's assets, tangible or intangible, or any of the Purchased Interests;

(f) sold, transferred, assigned, leased or licensed any Subject Company's assets, cancelled any debts or Claims, or waived any material rights;

(g) granted any general or uniform increase or decrease in the rates of pay of employees or contractors of any Subject Company or any increase or decrease in any salary, compensation, bonus, insurance, pension or other benefit payable, or to become payable, by any Subject Company to any director, manager, officer, employee, contractor, consultant or agent (other than normal merit increases in the Ordinary Course of Business), or adopted or entered into any Contract with respect to any of the foregoing;

(h) established, amended or terminated any Company Plan;

(i) authorized any capital expenditures in excess of USD \$10,000;

(j) failed to maintain working capital in the Ordinary Course of Business (including any failure to pay accounts payable, employees or contractors, or failure to reserve for accrued liabilities such as payroll Taxes and employee benefits) or failed to bill and collect for services provided by the Business in accordance with past practices;

(k) changed any principle or practice with respect to the recordation of accounts receivable or the calculation of reserves therefor, or any collection, discount or write-off policy or procedure;

(l) entered into any material transaction, except for this Agreement and any other Contract executed and delivered pursuant to this Agreement;

(m) issued any Equity Interests, bonds or other securities;

- (n) authorized, made, or declared any distribution or dividend;
- (o) experienced a Material Adverse Effect; or
- (p) entered into any Contract regarding the foregoing.

**3.11 Accounts Receivable; Accounts Payable.** The accounts receivable set forth on Schedule 3.11 reflect the amount of each Subject Company's gross accounts receivable as of July 31, 2022, net of allowances for uncollectible and doubtful amounts and net of contractual allowances related to Third-Party Payor arrangements. All of the accounts receivable set forth on Schedule 3.11 are current, good, and collectible, except to the extent disclosed on Schedule 3.11. All of the accounts receivable set forth on Schedule 3.11 are valid, enforceable claims arising out of bona fide sales and deliveries of goods, performance of services or other business transactions in the Ordinary Course of Business and are not subject to defenses, deductions, set offs or counterclaims. Each Subject Company maintains its accounting records in sufficient detail to substantiate the accounts receivable reflected on Schedule 3.11 and the books and records of such Subject Company and has given Buyer full and complete access to those records. No Subject Company has changed any principle or practice with respect to the recordation of accounts receivable or the calculation of reserves therefor, or any collection, discount or write-off policy or procedure. The accounts payable of each Subject Company reflected on the schedules or billing reports set forth on Schedule 3.11 and such additional accounts payable as are reflected on the books of such Subject Company represent all accounts payable of such Subject Company. Schedule 3.11 shall be updated as of the Closing Date.

**3.12 Taxes.**

(a) Each Subject Company has filed all of the Tax Returns that it is required to file. All such Tax Returns were correct and complete in all material respects and all Taxes owed by each Subject Company (whether or not shown on any Tax Return) have been paid. No Subject Company is currently under any extension of time within which to file any Tax Return. No Claim has been made against any Subject Company by a Tax Authority in writing or, to the knowledge of Seller, orally, in a jurisdiction where a Subject Company does not file Tax Returns that any Subject Company is or may be subject to taxation by that jurisdiction. There are no Encumbrances on any Subject Company's assets or the Purchased Interests that arose in connection with any failure (or alleged failure) to pay any Tax.

(b) Each Subject Company has withheld and paid all Taxes required to have been withheld and paid in connection with amounts paid or owing to any employee, independent contractor, creditor, Seller, or other third party.

(c) None of the Subject Companies have any reason to believe that any authority exists to assess any additional Taxes against the Subject Companies for any period for which Tax Returns have been filed. There is no dispute or other Claim concerning any Tax liability of any Subject Company either (a) claimed or raised by any Tax Authority in writing, or (b) as to which Seller or the directors and officers (or employee responsible for Tax matters) of any Subject Company have knowledge based upon personal contact with any agent of such Tax Authority. No Tax Returns filed by any Subject Company are currently the subject of an audit or are being proposed for an audit. Correct and complete copies of all federal, state and local income Tax Returns, examination reports, and any statements of deficiencies assessed against or agreed to by any Subject Company, in each case with respect to the past five (5) years, have been delivered to Buyer.

(d) No Subject Company has waived any statute of limitations in respect of Taxes or agreed to any extension of time with respect to any Tax assessment or deficiency. No Subject Company is

a party to any Tax allocation or Tax sharing agreement, nor has ever been, a member of an affiliated group filing a consolidated federal income Tax Return nor has any liability for the Taxes of any other Person as a transferee or successor, by Contract or otherwise.

(e) The unpaid Taxes of each Subject Company (i) did not, as of the most recent fiscal month end, exceed the reserve for Tax liability (rather than any reserve for deferred Taxes to reflect timing differences between book and Tax income) set forth on the books and records of each Subject Company and (ii) do not exceed that reserve as adjusted for the passage of time through the Closing Date in accordance with the past custom and practice of such Subject Company in filing its Tax Returns.

(f) To the best of each Subject Company's knowledge, the Subject Companies will not be required to include any item of income in, or exclude any item of deduction from, taxable income for any taxable period (or portion thereof) ending after the Closing Date as a result of any: (i) change in method of accounting for a taxable period ending on or prior to the Closing Date; (ii) use of an improper method of accounting for a taxable period ending on or prior to the Closing Date; (iii) "closing agreement" as described in Section 7121 of the Code (or any corresponding provision of state, local or foreign Law) executed on or prior to the Closing Date, (iv) intercompany transaction or excess loss amount described in Treasury Regulations under Section 1502 of the Code (or any corresponding provision of state, local or foreign law); (v) installment sale or open transaction disposition made on or prior to the Closing Date; (vi) prepaid amount received on or prior to the Closing Date; (vii) election under Section 108(i) of the Code; (viii) debt instrument held on or prior to the Closing Date that was acquired with "original issue discount" as defined in Section 1273 of the Code; or (ix) interest held in a "controlled foreign corporation" (as that term is defined in Section 957 of the Code) on or prior to the Closing Date.

(g) No Subject Company has distributed stock of another Person, nor has any Subject Company had its stock distributed by another Person, in a transaction that was purported or intended to be governed in whole or in part by Sections 355 or 361 of the Code.

(h) No Subject Company is, nor has ever been, a party to any "reportable transaction" within the meaning of Section 6707A(c)(1) of the Code and Treasury Regulation §1.6011-4(b).

(i) No Subject Company has a permanent establishment (within the meaning of an applicable Tax treaty) or an office or fixed place of business in a country other than the United States.

(j) Advanced is, and has been at all times from the date of its formation through the date hereof, classified as an "S corporation" as defined in Section 1361(a)(1) of the Code, and the Company is, and has been at all times from the date of its formation through the date hereof, classified as an entity disregarded as separate from its owner within the meaning of Treasury Regulation §301.7701-3(b)(1)(ii).

(k) Advanced is a United States person under Section 7701(a)(30) of the Code.

**3.13 Commissions and Fees.** Except as set forth on Schedule 3.13, there are no valid Claims for brokerage commissions or finder's or similar fees in connection with the Contemplated Transactions which may be asserted now or in the future against any Subject Company or Buyer resulting from any action taken by any Subject Company or any of their respective agents or employees.

**3.14 Liabilities.** Except as set forth on Schedule 3.14, the Financial Statements describe all of the liabilities of each Subject Company, as applicable. Except to the extent reflected or reserved against on the Financial Statements, no Subject Company has any liabilities or obligations of any nature, whether accrued, absolute, contingent or otherwise, and whether due or to become due (and, to the knowledge of the Subject Companies, there is no basis for any Claim against any Subject Company giving rise to any

such liabilities), except for liabilities that have arisen since the Financial Statement Date in the Ordinary Course of Business (none of which is material or results from, arises out of, relates to, is in the nature of, or was caused by any material breach of Contract, breach of warranty, tort, infringement, or violation of Law). Seller does not have knowledge, or reasonable grounds to know, of any basis for the assertion against any Subject Company of any Claim or liability of any nature in any amount not fully reflected or reserved against on the Financial Statements, or of any Claim or liability of any nature arising since the Financial Statement Date. Except as set forth on the Financial Statements, no Subject Company has any liability for the payment of: (a) any liability based upon or arising out of any tortious or wrongful actions of any Subject Company, Owner, Doctor, or any employee or independent contractor of any Subject Company; (b) any Taxes arising out of the Contemplated Transactions; (c) except as expressly set forth on Schedule 3.7, or any salary, wage, benefit, bonus, vacation pay, sick leave, insurance, employment Tax or similar liability of any Subject Company, employee, officer, director, manager or other person or entity allocable to services performed on or prior to the Closing; or (d) any contributions or otherwise, for any pension, employee benefit or profit sharing plan of any Subject Company for the benefit of any Subject Company's directors, managers, officers or employees.

### **3.15 Employee Company Plans.**

(a) Each Subject Company has provided a copy of any healthcare Company Plan made available to any Subject Company employees.

(b) Each Subject Company may terminate any Company Plan without consent of any other Person and without incurring material liability. No Subject Company has made any announcements, promises or agreements to adopt any new Company Plan prior to Closing or amend any current Company Plan prior to Closing in a manner that would result in a material liability to such Subject Company.

(c) neither the Company, Advanced, nor any ERISA Affiliate has ever maintained or contributed to any pension plan that is subject to Title IV of ERISA. None of Subject Companies' assets are subject to any lien under Section 412(n) of the Code or Section 4068 of ERISA. Other than amounts not presently due, the Subject Companies have no unsatisfied liabilities, or is reasonably expected to incur any liabilities, that could become a liability of Buyer with respect to any Company Plan, and, with respect to each such Company Plan, full payment has been made of all amounts that a Subject Company is required, under the terms of each such Company Plan, to have paid as contributions thereto. Each Company Plan to which a Subject Company contributes on behalf of its employees that is intended to be tax-qualified under Section 401(a) of the Code is in fact so qualified and has received a determination letter, if applicable, from the IRS as to its tax qualified status and is in material compliance with ERISA and the Code as to both form and operation.

Neither the Subject Companies nor any ERISA Affiliate has any liability resulting from past membership in a Code Section 414 controlled group of corporations. No Company Plan is a multiple employer plan or multiemployer plan under Section 413(c) or 414(f) of the Code and neither the Subject Companies or any ERISA Affiliate has ever contributed to a "multiemployer plan" (as such term is defined in Sections 3(37) or 4001(a)(3) of ERISA).

Each Company Plan that is also a "group health plan" for purposes of the Patient Protection and Affordable Care Act of 2010 (Pub. L. No. 111-148) and the Health Care and Education Reconciliation Act of 2010 (Pub. L. No. 111-152) (collectively, with the regulations and guidance issued thereunder, the "Affordable Care Act") is in compliance with the applicable terms of the Affordable Care Act.

For purposes of this Agreement,

“Company Plan” means an employee Company Plan described in Section 3(3) of ERISA that has been established by a Subject Company or an ERISA Affiliate and adopted by a subject Company for the benefit of Subject Company employees.

“ERISA” means the Employee Retirement Income Security Act of 1974, collectively with any successor law, and regulations and rules issued pursuant to that Act or any successor law.

“ERISA Affiliate” means any trade or business (whether or not incorporated) which is or at any time within the seven-year period preceding the date of this Agreement would have been treated as a “single employer” with a Subject Company under Section 414(b), (c), (m), or (o) of the Code.

**3.16 Compliance with Laws in General.** Each Subject Company is operating and has operated in compliance in all material respects with all Laws applicable to such Subject Company and the Business. There are no Claims pending nor, to the Knowledge of any Subject Company, threatened with respect to, nor has any Subject Company received any written notice of, any actual or alleged violation of applicable Law by any Subject Company or any of its directors, managers, officers, employees or agents.

**3.17 Health Care Compliance.**

(a) Each Subject Company is in compliance and has complied in all material respects with all Health Care Laws and requirements of all Health Care Programs and applicable Third Party Payor arrangements in which such Subject Company participates or from which it receives reimbursement. No Claim has been filed, commenced or, to any Subject Company’s knowledge, threatened against any Subject Company or any of its employees, contractors, directors, managers, officers or Health Care Providers alleging any failure to so comply.

(b) Attached as Schedule 3.17(b) is a list of all national provider identifiers and all provider numbers of each Subject Company with all Federal Health Care Programs. Each Subject Company is (i) qualified for participation in, and has current and valid provider contracts with, each Health Care Program in which such Subject Company participates, and is and has been in compliance in all material respects with the conditions and requirements of such participation, and (ii) eligible for payment under each such Health Care Program for services rendered to qualified beneficiaries. There is no Claim pending or, to any Subject Company’s Knowledge, threatened with respect to the revocation, cancellation, rescission, refusal to renew or other adverse modification of any provider number, Contract, certification or other authorization of any Subject Company or any Health Care Provider with any Health Care Program.

(c) There are no material recoupments, alleged overpayments, repayment demands or other billing controversies with any Health Care Program, except for claims determination appeals in the ordinary course of each business that are not material. All bills and claims submitted to any Payment Program or any contractors of a Health Care Program by or on behalf of a Subject Company or their respective employees represent bona fide claims for items, services or goods provided to Health Care Program beneficiaries in accordance with applicable Health Care Program rules and applicable Laws. Any Subject Company who is contracted with a Health Care Program is a participating provider, in compliance with the conditions of participation or credentialing requirements, and in good standing with such Health Care Program. Except as set forth in Section 3.17(c) of the Disclosure Schedule, no Subject Company is subject to, nor has ever been subject to, any pre-payment utilization review or other utilization review by any Health Care Program. No Health Care Program has requested or threatened any recoupment, refund, or setoff from a Subject Company and there is no basis therefor. No Health Care Program has ever imposed a fine, penalty or other sanction on a Subject Company. Each Health Care Provider employed by or under contract with any Subject Company is, and at all times during which such Health Care Provider has provided services to or on behalf of any Subject Company has been, duly licensed and certified in each applicable

jurisdiction to perform the services such Person has provided to or on behalf of such Subject Company. There is no Claim pending or, to any Subject Company's Knowledge, threatened to revoke, cancel, rescind, refuse to renew or otherwise adversely modify any such professional license or certification.

(d) Except as set forth on Schedule 3.17(d), no Subject Company nor any of its officers, directors, managers, employees, agents, managing employees (as such term is defined in 42 U.S.C. §1320a-5(b)) or Health Care Providers, nor to the best of each Subject Company's knowledge, agents, (i) is or has been a party to an individual or corporate integrity agreement with the Office of Inspector General of the United States Department of Health and Human Services or otherwise has any continuing reporting obligations pursuant to any deferred prosecution, settlement or other agreement with any Governmental Authority, (ii) is or has been excluded, suspended, or debarred from, or subject to sanction, charged or been convicted of a crime in connection with, any Health Care Program or under any Health Care Laws; (iii) has direct liability to any Governmental Authority (other than pursuant to the normal provision of services and reimbursement of routine overpayments); (iv) has been audited or investigated by any Health Care Program or Governmental Authority; (v) has had a Contract terminated by any Health Care Program or Governmental Authority for a material breach or material default of the terms of the applicable Contract; or (vi) received any subpoena, civil investigative demand, warrant, notice of investigation or similar contact from any Governmental Authority.

(e) Each Subject Company has security measures in place to protect all Personal Information under its control and/or in its possession and to protect such Personal Information from unauthorized access. To each Subject Company's Knowledge, such Subject Company's hardware, software, encryption, systems, policies and procedures are sufficient to protect the privacy, security and confidentiality of all Personal Information in accordance with all applicable Laws, including HIPAA. No Subject Company has suffered any breach in security that has permitted any unauthorized access to the Personal Information under any Subject Company's control or in its possession. Each Subject Company has required and does require all third parties to which it provides Personal Information and/or access thereto to maintain the privacy and security of such Personal Information, including by contractually obliging such third parties to protect such Personal Information from unauthorized access by and/or disclosure to any unauthorized third parties. Except as otherwise permitted under HIPAA, each Subject Company has HIPAA-compliant business associate agreements in place with all "covered entities" (as defined by HIPAA) from which any Subject Company receives any non-Subject Company Personal Information and with all "business associates" (as defined by HIPAA) to whom any Subject Company discloses or otherwise makes available any Personal Information, and each Subject Company is in compliance with all such business associate agreements. Each Subject Company is operating and has operated in compliance with the HIPAA regulations governing electronic transactions (45 C.F.R. Parts 160 and 162, Subparts I through R) and unique identifiers (45 Parts 160 and 162, Subparts D and F).

(f) With respect to the generation, transportation, treatment, storage, disposal and other handling of Medical Waste if applicable, each Subject Company is operating and always has operated in material compliance with the Medical Waste Tracking Act of 1988, 42 U.S.C. § 6992, *et seq.*, the United States Public Vessel Medical Waste Anti-Dumping Act of 1988, 33 U.S.C. § 2501, *et seq.*, the Marine Protection, Research and Sanctuaries Act of 1972, 33 U.S.C. § 1401 *et seq.*, the Occupational Safety and Health Act, 29 U.S.C. § 651, *et seq.*, the United States Department of Health and Human Services, National Institute for Occupational Self-Safety and Health Infectious Waste Disposal Guidelines, Publication No. 88-119, *et seq.*, and all other applicable Laws regulating Medical Waste or imposing requirements relating to Medical Waste.

**3.18 Title to Assets.** To the extent listed on the most current interim balance sheet, each Subject Company is the sole owner of, and holds good and valid title to, all of its assets, free and clear of any Encumbrances except Permitted Encumbrances, except as set forth on Schedule 3.18. All inventories,

supplies, equipment, furniture and other assets currently owned or used by any Subject Company in the Ordinary Course of Business are in good operating condition (any ordinary wear and tear exempted), in a state of reasonable maintenance and repair, and perform the function for which they are currently used. All of the assets of the Subject Companies are located in the Leased Real Property.

**3.19 Permits and Governmental Authorizations.** Schedule 3.19 contains a true, correct and complete list of all Permits held by each Subject Company, and except as set forth on Schedule, 3.19, constitute all of the Permits necessary for the use of such Subject Company's assets and the operation of the Business as presently conducted and as currently proposed to be conducted after the Closing. All of such Permits have been duly obtained and are in full force and effect, and there are no pending or, to any Subject Company's Knowledge, threatened Claims which may result in the revocation, cancellation, suspension or any other adverse modification of any of such Permits. Each Subject Company has duly and validly held and complied with all of such Permits in all material respects. The consummation of the Contemplated Transactions will not conflict with or result in termination of any of such Permits. Each Subject Company has made available to Buyer true and complete copies of all of such Permits.

**3.20 Inventories.** The items of each Subject Company's inventory have been acquired in the Ordinary Course of Business, are adequate for the reasonable requirements for the use of such Subject Company's assets, and may be used for their intended purposes, are not obsolete or discounted items.

**3.21 Insurance.** Each Subject Company maintains policies of insurance on its assets and the Business with extended coverage and in respect of the products and services provided or performed by such Subject Company, including professional liability insurance covering such Subject Company and all of such Subject Company's physician and non-physician providers, which are not less than the amounts required by applicable Law. Valid policies in such amounts are outstanding and duly in force and will remain duly in force immediately following the Closing. A complete and accurate summary of all of such policies have been made available to Buyer. No Subject Company has received any written notice with respect to the termination or non-renewal of any such insurance policy or of any alleged breach or default thereunder. No Subject Company has during the last five (5) years been refused any insurance with respect to the assets or operations of the Business, nor has coverage ever been limited by any insurance carrier to which any Subject Company has applied for any policy or with which it has carried a policy. Each Subject Company has made available to Buyer complete and accurate copies of all such insurance policies and complete and accurate claim history reports for all such insurance policies.

**3.22 Environmental Matters.** Each **Subject Company** and the Business have complied with all environmental, health, and safety Laws related to such **Subject Company** or the Business in all material respects, and no Claim has been filed, commenced or, to any **Subject Company's** Knowledge, threatened alleging any failure to so comply. Without limiting the generality of the preceding sentence, each **Subject Company** and the Business have obtained and been in compliance, in all respects, with all of the terms and conditions of all Permits which are required under, and have complied in all respects with all other limitations, restrictions, conditions, standards, prohibitions, requirements, obligations, schedules, and timetables which are contained in, all environmental, health, safety and/or COVID-19 related Laws applicable to any **Subject Company** or the Business. To the Knowledge of the Subject Companies, no **Subject Company** nor the Business has any liability (and no **Subject Company** nor the Business has handled or disposed of any substance, arranged for the disposal of any substance, exposed any employee or other individual to any substance or condition, or owned or operated any property or facility in any manner that could form the basis for any present or future Claim against the Company or the Business) for damage to any site, location, or body of water (surface or subsurface), for any illness of or personal injury to any employee or other individual for any reason under any environmental, health, and safety Law. To the Knowledge of the Subject Companies, the Subject **Companies** and their assets are and have been free of asbestos, PCB's, methylene chloride, trichloroethylene, and other Hazardous Materials.

**3.23 Changes Related to the Health Care Facilities or Third-Party Payors.** No Subject Company has received written or, to their Knowledge, verbal notice, and, to any Subject Company's Knowledge, no such notice is threatened, that any Health Care Facility referral source or Third-Party Payor that is currently doing business with any Subject Company intends to amend, modify, terminate, limit or restrict its arrangement with any Subject Company or any Subject Company's Health Care Providers.

**3.24 Related Party Transactions.** No owner, director or manager owns, directly or indirectly (except through the Company), any asset that is used in the Subject Companies' business, and no owner, director, or manager is engaged, directly or indirectly, in any business that competes with the Company or its business.

**3.25 Books and Records.** Each Subject Company has made available to the Buyer the books of account and other records of such Subject Company, as applicable, which are complete and correct in all material respects. The minute book of each Subject Company, as applicable, contains accurate and complete records of all documented meetings held by, and all documented corporate action taken by, the Board of Directors/Managers, and committees of the Board of Directors/Managers of such Subject Company. It being understood that the Subject Companies, as closely held business, have or may have had various other meetings which were not documented in minutes. At the Closing Date, all of the books and records of each Subject Company will be in the possession of such Subject Company.

**3.26 Access to Information and Documents.** Owner represents and warrants that they have given, and will continue to give, to Buyer and its counsel, accountants and other Representatives full access to all the properties, documents, contracts, personnel files and other records of the Subject Companies and the Business and have furnished Buyer with copies of such documents and with such information with respect to the affairs of the Subject Companies as Buyer may have from time to time reasonably requested. Seller represents and warrants that they have disclosed and made available to Buyer and its Representatives all books, contracts, accounts, personnel records, letters of intent, papers, records, communications with regulatory authorities and other documents relating to the assets of each Subject Company, the Purchased Interests, and to the Business.

**3.27 Stimulus Funds, Etc.**

(a) Except as expressly disclosed pursuant to this Section 3.27, neither the Subject Companies have applied for or received any Stimulus Funds or other funds, benefits, deferrals or any other kind of remuneration in connection with the COVID-19 pandemic or any issues relating thereto.

**3.28 Limitation of Representations and Warranties.** The representations and warranties set forth in ARTICLE II and this ARTICLE III and in any transaction document are the only representations and warranties made by the Seller with respect to the Purchased Interests, the Subject Companies and their Affiliates or any other matter relating to the transactions contemplated by this Agreement. Except as specifically set forth in ARTICLE II and this ARTICLE III or any transaction document and except for liability arising from Seller's Fraud, (a) Seller makes no other warranty, express or implied, as to any matter whatsoever relating to the Purchased Interests, Owner, the Subject Companies and their Affiliates or any other matter relating to the transactions contemplated by this Agreement, including as to the operation of the Business after the Closing in any manner or the probable success or profitability of the Business of the Subject Companies after the Closing, and (b) the Seller, Subject Companies, any of their Affiliates, or any of their respective Representatives will have, or will be subject to, any liability to Buyer or any other Person resulting from the distribution to Buyer or its Affiliates or Representatives of, or Buyer's use of, any information relating to the Seller, the Subject Companies or any of their Affiliates, including any descriptive memoranda, summary business descriptions or any information, documents or material made available to Buyer or its Affiliates or representatives, whether orally or in writing, in the electronic data room hosted by

“Annotate”, management presentations, functional “break-out” discussions, responses to questions submitted on behalf of Buyer or in any other form in expectation of the transactions contemplated by this Agreement.

#### **ARTICLE IV REPRESENTATIONS AND WARRANTIES OF BUYER**

As a material inducement to Seller and Company to enter into and perform this Agreement and to consummate the Contemplated Transactions, Buyer represents and warrants to Seller as follows:

**4.1 Organization; Good Standing.** Buyer is a limited liability company, validly existing and in good standing under the Laws of the Delaware. Buyer has all necessary company powers to own all of its assets and to carry on its business as such business is now being conducted. Buyer is duly qualified to do business and is in good standing in all jurisdictions in which the character of the property owned, leased or operated or the nature of the business transacted by it makes qualification necessary. Buyer is not required to qualify to do business as a foreign corporation in any other state or jurisdiction by reason of its business, properties, or activities in or relating to such other state or jurisdiction.

**4.2 Power and Authority for Transactions.** Buyer has all necessary corporate company power to execute, deliver and perform this Agreement and all other agreements and documents to be executed and delivered by it pursuant to this Agreement, and has taken all action required by Law, its Governing Documents or otherwise, to authorize the execution, delivery and performance of this Agreement and such other agreements and documents. Except as set forth on Schedule 4.2, the execution, delivery and performance by Buyer of this Agreement and each other agreement and document to be executed and delivered by Buyer pursuant to this Agreement, and the consummation of the Contemplated Transactions, do not and will not, violate any provision of the Governing Documents of Buyer or any provision of, or result in the acceleration of, any obligation under any Contract, Permit or Order to which Buyer is a party or by which Buyer is bound, in each case except as would not have a material effect on Buyer’s ability to perform its obligations under this Agreement and to consummate the Contemplated Transactions.

**4.3 Legal Proceedings.** There are no Claims or Orders pending or, to the knowledge of Buyer, threatened which may adversely affect the ability of Buyer to enter into or perform its or their obligations under this Agreement or any other agreement or document to be executed and delivered by Buyer pursuant to this Agreement, or which seek to restrain, enjoin, delay or obtain damages or other relief in connection with any of the Contemplated Transactions.

**4.4 Commissions and Fees.** There are no valid Claims for brokerage commissions or finder’s or similar fees in connection with the Contemplated Transactions which may be now or hereafter asserted against the Buyer, Seller and/or the Company resulting from any action taken by Buyer, Seller or any of such party’s respective officers, directors or agents.

**4.5 Independent Investigation.** Buyer and Seller are each a sophisticated buyer, possesses such knowledge and experience in financial and business matters that it is capable of evaluating the merits and risks of its investment under this Agreement. Buyer and Seller each acknowledges that it has conducted its own independent investigation of the financial condition, assets, liabilities, properties and projected operations of the Subject Companies, and acknowledges that it has been provided adequate access to the personnel, properties, assets, premises, books and records, and other documents and data of the Subject Companies for such purpose.

**4.6 Books and Records; Information and Documents.** Buyer and any eligible assignee has made available to Seller the books of account and other records of Buyer, as applicable, which are complete and correct in all material respects. The minute book of Buyer, as applicable, contains accurate and complete records of all meetings held by, and corporate action taken by, Buyer, the board of directors/managers, and committees of the board of directors/managers of Buyer.

**4.8 No Further Representations.** Buyer respectively acknowledge that in consummating the transactions contemplated by this Agreement, it is not relying upon any express or implied representations or warranties of any nature, whether in writing, orally or otherwise, made by or on behalf of the Subject Companies or Owner or any of their respective Affiliates with respect to any fact or matter relating to the condition or value of the Purchased Interests, assets, properties or rights of the Subject Companies or the Business, other than as specifically set forth in ARTICLE II and ARTICLE III of this Agreement or in the Disclosure Schedule.

## **ARTICLE V COVENANTS**

**5.1 Intentionally Omitted.**

**5.2 Intentionally Omitted.**

**5.3 Consents and Approvals.** Seller has made available all filings, notices, and obtained all consents, each in a form acceptable to Buyer, required to convey, transfer and assign the Purchased Interests to Buyer and to consummate the Contemplated Transactions. The Seller shall cooperate with and assist Buyer, as Buyer shall reasonably request, in obtaining the approval of all regulatory agencies and officials whose approval is required to enable Buyer to acquire the Purchased Interests and operate the Business.

**5.4 Public Announcements.** No press releases, public announcements, or publicity statements with respect to this Agreement and/or the Contemplated Transactions shall be made unless mutually agreed to by Advanced, the Company, and Buyer; provided, that Advanced and Buyer may make any legally required disclosures of the terms of this Agreement and/or the Contemplated Transactions.

**5.5 Deliveries After Closing; Post-Closing Transactions.**

(a) From time to time after the Closing, at Buyer's request, Seller shall and shall cause any of its successors and assigns, as applicable, to execute and deliver such other instruments of conveyance and transfer and take such other action as Buyer reasonably may require to convey, transfer to and vest in Buyer and to put Buyer in possession of any rights or property to be sold, conveyed, transferred and delivered pursuant to this Agreement.

## **5.6 Non Competition and Non Solicitation.**

(a) In consideration of the mutual covenants provided for herein, during the period beginning on the Closing Date and ending on the third (3<sup>rd</sup>) anniversary of the Closing Date (the “Non-compete Period”), and subject further to all other conditions in this Agreement, the Seller shall not, except at the express written direction of Buyer, and the Seller shall cause its respective Affiliates to not, directly engage as owner, operator or employee in any business competitive with the Business anywhere within the Restricted Territory; provided, that ownership of less than ten (10%) of the outstanding stock of any publicly traded corporation shall not be deemed to be a breach of this Section 5.6. The Parties agree that the covenant set forth in this Section 5.6 is reasonable with respect to its duration, geographical area, and scope. If the final judgment of a court of competent jurisdiction declares that any term or provision of this Section 5.6 is invalid or unenforceable, the Parties agree that the court making the determination of invalidity or unenforceability shall have the power to reduce the scope, duration, or area of the term or provision, to delete specific words or phrases, or to replace any invalid or unenforceable term or provision with a term or provision that is valid and enforceable and that comes closest to expressing the intention of the invalid or unenforceable term or provision, and this Agreement shall be enforceable as so modified after the expiration of the time within which the judgment may be appealed. Notwithstanding the foregoing, nothing in this Section 5.7 shall restrict Seller or its Affiliates to furnish consulting services (other than management services comparable to that of the Business) on an independent contractor basis to any business within the Restricted Territory.

(b) The Seller agrees that, during the Non-compete Period, it will not (and will not cause its Affiliates to) directly or indirectly, (i) contact, approach, or solicit for the purpose of offering employment to or hiring (whether as an employee, consultant, agent, independent contractor, or otherwise) or actually hire any Person employed by, under contract with or working as an independent contractor for, any Subject Company, Buyer or any of their Affiliates, at any time during the one year period immediately preceding the Closing Date or during the Non-compete Period, without the prior written consent of Buyer, (ii) call on, solicit, or service any patient, supplier, licensee, licensor or other business relation or client of any Subject Company with respect to the Business of any Subject Company, or which any Subject Company is currently in the process of developing or (iii) induce or attempt to induce any patient, supplier, licensee, licensor, consultant, subcontractor or other business relation of any Subject Company to cease doing business with, or take detrimental action with respect to, any Subject Company or any business relationship with a Subject Company.

(c) Seller expressly acknowledges and agrees that the covenants set forth in this Section 5.6 are of material significance to Buyer in connection with this Agreement and but for each Seller’s agreement to comply with such covenants, Buyer would not have entered into or consummated this Agreement. Seller expressly acknowledges and agrees that in the event of a breach or threatened breach of any of the provisions of this Section 5.6, monetary damages shall not constitute a sufficient remedy. Accordingly, the Seller agrees that, in the event of any such breach or threatened breach, the Subject Companies, Buyer, and/or their respective successors or assigns may, in addition to other rights and remedies existing in their favor, apply to any court of law or equity of competent jurisdiction for specific performance and/or injunctive or other relief in order to enforce or prevent any violations of the provisions hereof, in each case without the requirement of posting a bond or proving actual damages. The Non-compete Period shall be tolled, and therefore extended, during any period of non-compliance by Owner under this Section 5.6.

(d) Seller acknowledges and agrees that the consideration to be delivered by Buyer on and/or immediately following the Closing Date in accordance with this Agreement is sufficient consideration in exchange for the covenants included in this Section 5.6.

**5.7 Confidentiality.** From and after the Closing Date, each Party hereto shall treat and hold as confidential any information concerning each Subject Company and its assets, the Business, Buyer and its Affiliates that is not already generally available to the public (collectively, “Confidential Information”), refrain from using any Confidential Information except as expressly permitted under this Agreement or as otherwise required by Law, and provided further that nothing herein shall require Seller to disclose any privileged, legally protected, and/or otherwise confidential patient information or Personal Information. If any Party is required pursuant to any interrogatory, subpoena, civil investigative demand or similar process or is otherwise required by Law to disclose any Confidential Information, such party shall promptly notify the other parties hereto of the request or requirement so that affected party may seek an appropriate protective Order or waive compliance with the provisions of this Section 5.7. If, in the absence of a protective Order or the receipt of a waiver, Seller is, on the advice of counsel, compelled to disclose any Confidential Information to any tribunal or else stand liable for contempt, Seller may disclose the portion of such Confidential Information required to be disclosed to the tribunal; provided that Seller shall use best efforts to obtain, at the request and expense of Buyer, an Order or other assurance that confidential treatment shall be afforded to such portion of the Confidential Information so disclosed.

**5.8 No Referral Requirement or Intent.** The Purchase Price payable pursuant to this Agreement has been determined by the Parties to equal the fair market value of the Purchased Interests. Nothing in this Agreement shall be construed to require Owner, Buyer or any Subject Company, or any their respective Affiliates, employees or contractors to make referrals to one another. No payment under this Agreement is intended to be, nor shall it be construed to be, an inducement or payment in return for the referral of, or recommending referral of, patients or the ordering, purchasing or leasing of any products or services from or by any of the Parties or any of their respective Affiliates.

**5.9 Access by Department of Health and Human Services.** Notwithstanding anything to the contrary contained herein, to the extent applicable under Section 1861(v)(1)(I)(ii) of the Social Security Act, as amended, and 42 CFR Part 420.300, each Party agrees that, upon a request made in accordance with applicable Law, the Comptroller General of the United States, the United States Department of Health and Human Services and their duly authorized representatives shall be given access, from the date of this Agreement until four (4) years after the Closing Date, to the contracts, books, documents and records of such Party that are necessary to certify the nature and extent of the costs to the government. Disclosure pursuant to this Section 5.9 shall not be construed as a waiver of any other legal right to which any Party may be entitled under Law.

**5.10 Retention of Records.** For a period of seven (7) years after the Closing Date or for such longer period as may exist under any applicable statute of limitations, Owner shall retain all records relating to each Subject Company that are not transferred to Buyer hereunder and Buyer shall retain all records relating to the Company that are transferred to Buyer, if any. Each Party shall afford the other Party, its counsel and accountants, full access to each Subject Company’s books, records and other data (including x-rays and films) retained by the other Party pursuant to this Agreement, as the other Party may reasonably request for legitimate business purposes, including for use in any governmental or regulatory investigation or for determining or verifying any adjustment to Purchase Price or any obligation of Owner hereunder. Owner shall notify Buyer in writing at least thirty (30) days prior to destroying any records of the Company that are not transferred to Buyer and Buyer shall have the opportunity to take possession or make copies of any such records.

**5.11 Release.** Seller, for itself and its affiliates, successors and assigns (collectively, the “Releasers”), hereby, except to the extent prohibited by Law (a) forever fully and irrevocably releases and discharges Buyer, Owner and each Subject Company, and each of their respective predecessors, successors, direct or indirect subsidiaries and past and present stockholders, members, managers, directors, officers, employees, agents, and other representatives (collectively, the “Released Parties”) from any and all actions,

suits, claims, demands, debts, agreements, obligations, promises, judgments, or liabilities of any kind whatsoever in law or equity and causes of action of every kind and nature, or otherwise (including, claims for damages, costs, expense, and attorneys', brokers', and accountants fees and expenses) arising out of or related to events, facts, conditions or circumstances existing or arising prior to the Closing Date, which the Releasors can, will, or may have against the Released Parties, whether known or unknown, suspected or unsuspected, unanticipated as well as anticipated, including any claims that may arise or relate to the Securities Purchase Agreement, dated July 12, 2021, amongst the Seller, Subject Companies and Owner, excluding any claims that may arise from or relate to intentional misconduct or Fraud by Owner (collectively, the "Released Claims") and (b) irrevocably agree to refrain from directly or indirectly asserting any claim or demand or commencing (or causing to be commenced) any proceeding against any Released Party based upon any Released Claim. Notwithstanding the preceding sentence of this Section 5.11, "Released Claims" does not include, and the provisions of this Section 5.11 will not release or otherwise diminish, the obligations of any Party set forth in or arising under any provisions of this Agreement and/or the other transaction documents. The Releasors have neither assigned nor transferred any of the Released Claims released herein to any Person and no Person has subrogated to or has any interest or rights in any Released Claim.

## **ARTICLE VI NATURE AND SURVIVAL; INDEMNIFICATION**

**6.1 Nature and Survival.** All of the covenants and agreements of the Parties contained in this Agreement or in any Exhibit, Schedule, document, agreement, certificate, or instrument executed and delivered in connection with this Agreement, shall survive the Closing until performed in accordance with their terms. All of the representations and warranties contained in this Agreement or any Exhibit, Schedule, document, agreement, certificate or instrument delivered in connection with this Agreement shall survive the Closing Date until the 18-month anniversary of the Closing Date; provided, however, that (i) the representations and warranties in Sections 3.12 (Taxes), 3.15 (Employee Company Plans), 3.16 (Compliance with Laws in General), 3.17 (Health Care Compliance), and 3.24 (Health Care Provider Financial Relationships) shall survive the Closing until sixty (60) days after the date of expiration of the applicable statute of limitations (as the same may be extended under applicable Law) and (ii) the representations and warranties in Section 2.1 (Power and Authority), 2.2 (Title to Purchased Interests), 2.4 (Commissions and Fees), 3.1 (Organization; Good Standing), 3.2 (Power and Authority), 3.3 (Subsidiaries; Capitalization; and Affiliates), 3.13 (Commissions and Fees), 4.1 (Organization; Good Standing), 4.2 (Power and Authority for Transaction), and 4.4 (Commission and Fees) shall survive indefinitely and not terminate (collectively, the representations in clause (ii), the "Fundamental Representations"); provided, further, that the representations, warranties and indemnities for which an indemnification claim shall be pending as of the end of the applicable period referred to above shall survive with respect to such claim until the final disposition thereof. The representations and warranties in this Agreement or in any Exhibit, Schedule, document, agreement, certificate, or instrument delivered in connection with this Agreement shall in no event be affected by any investigation, inquiry or examination made for or on behalf of any Party or be affected by the knowledge of any officer, director, equity holder, employee, partner or agent of any Party seeking indemnification or by the acceptance of any certificate or opinion from any third party. No Party shall be deemed to waive any claim for indemnification under this Agreement by reason of its knowledge or reason to know of non-compliance, non-performance, inaccuracy or breach of any representation or warranty or any covenant or agreement of any other Party.

**6.2 Indemnification by the Seller.** Seller shall indemnify, defend and hold Buyer and its Affiliates (including, after the Closing, the Company) and each of their respective Representatives, successors and assigns (collectively, the "Buyer Indemnified Parties") harmless from and against all Damages resulting or arising from, or in respect of:

(a) any breach, inaccuracy or failure to be true and correct of any representation or warranty (i) made by Seller in ARTICLE II of this Agreement or in any certificate or other instrument furnished or to be furnished pursuant to this Agreement and (ii) made by the Seller in ARTICLE III of this Agreement or in any certificate or other instrument furnished or to be furnished pursuant to this Agreement and;

(b) any breach of any covenant or agreement of any Subject Company or the Seller contained in this Agreement or in any certificate or other instrument furnished or to be furnished by any Subject Company pursuant to this Agreement;

(c) the ownership or operation of any Subject Company or its assets, or the Business at any time prior to the Closing Date, other than for liabilities that arise as a result of Buyer's negligence, gross negligence, and/or willful misconduct;

(d) any Taxes imposed on or payable by the Seller (whether for a taxable period ending on, prior to or after the Closing Date), and all Taxes imposed on or payable by the Subject Companies with respect to any Pre-Closing Tax Period, or Tax liability of Seller arising in connection with the Contemplated Transactions; and

(e) any violation of, or non-compliance with, the requirements of any Health Care Program or Health Care Law by Owner or Advanced at any time prior to the Closing Date, including, without limitation, any claims made after the Closing related to any such violation or non-compliance occurring prior to the Closing.

**6.3 Indemnification by Buyer.** Buyer (and following the Closing, the Company) shall indemnify, defend and hold Seller and each of their respective Representatives, successors and assigns (collectively, the "Seller Indemnified Parties") harmless from and against any and all Damages resulting or arising from, or in respect of:

(a) any breach, inaccuracy or failure to be true and correct of any representation or warranty made by Buyer in ARTICLE IV in this Agreement or in any certificate or other instrument furnished or to be furnished pursuant to this Agreement;

(b) any breach of any covenant or agreement of Buyer contained in this Agreement or in any certificate or other instrument furnished or to be furnished pursuant to this Agreement;

(c) The ownership and/or operation of the Buyer, and the Company at all times after the Closing, provided that such indemnity shall not cover any liability that arises as result of the gross negligence or willful misconduct of Owner or any actions taken by Owner as an employee of the Practice, a contractor of Buyer, or a shareholder of Buyer or its Affiliates after the Closing; and

(d) Any Taxes imposed on or payable by the Buyer, and/or the Company or any of its assignees for activities and transactions after the Closing.

**6.4 Indemnification Procedure.**

(a) A claim for indemnification for any matter not involving a third-party claim may be asserted by written notice to the Party from whom indemnification is sought.

(b) The following procedures shall apply with respect to indemnification for third-party claims. Promptly, and in any event within sixty (60) days (or within such lesser time as may be

provided by Law for the defense of such action or proceeding) after any Party that may choose to seek indemnification pursuant to this Agreement (the “Indemnitee”) receives notice of the commencement of any action or other proceeding in respect of which indemnification or reimbursement may be sought pursuant to this Agreement against any other Party (the “Indemnitor”), such Indemnitee shall notify the Indemnitor in writing and such writing shall describe the claim, any relevant events or facts relating thereto forming the basis of the claim (to the extent known at such time) and an estimate of the total Damages incurred or to be incurred by the Indemnitee (to the extent known or reasonably ascertainable and quantifiable). The failure by Indemnitee to give such prompt written notice of such third-party claim, shall not, however, relieve the Indemnitor of its indemnification obligations, except to the extent that the Indemnitor shall have been actually prejudiced as a result of such failure. Except as otherwise provided below, if any such action or other proceeding shall be brought against any Indemnitee, the Indemnitor shall, upon written notice given to the Indemnitee within thirty (30) days following receipt by the Indemnitor of such notice from an Indemnitee, be entitled to assume the negotiation or defense of such action or proceeding with counsel chosen by the Indemnitor and reasonably satisfactory to such Indemnitee; provided, however, that prior to the Indemnitor assuming control of such defense, it shall agree in writing to be fully responsible for all Damages relating to such third-party claim. Any Indemnitee may at its own expense retain separate counsel to participate in such defense. The Indemnitor shall not have the right to assume the defense of a third-party claim if such claim (i) may result in criminal proceedings, injunctions or other equitable remedies in respect of the Indemnitee or its business; (ii) may result in liabilities which, taken with other existing claims under this ARTICLE VI would not be fully indemnifiable; (iii) if the Indemnitee has been advised by counsel that a reasonable likelihood exists of a material conflict of interests between the Indemnitee and Indemnitor related to such claim; or (iv) upon petition by the Indemnitee, if an appropriate court rules that the Indemnitor failed or is failing to vigorously prosecute or defend such claim. Notwithstanding the foregoing, any Indemnitee shall have the right to employ separate counsel at the Indemnitor’s expense and to control its own defense of any third-party claim if any of the conditions in the immediately preceding sentence is or becomes unsatisfied or if, in the reasonable opinion of counsel to such Indemnitee, (A) there are or may be legal defenses available to such Indemnitee or to other Indemnitees that are different from or additional to those available to the Indemnitor and which could not be adequately advanced by counsel chosen by the Indemnitor, (B) a conflict or potential conflict exists between any Indemnitor and such Indemnitee that would make such separate representation advisable, (C) the employment of such counsel shall have been authorized in writing by the Indemnitor or (D) the Indemnitor shall have failed to satisfy the requirements set forth in the third sentence of this Section 6.4(b) or, the Indemnitor has satisfied the requirements set forth in the third sentence of this Section 6.4(b) but shall not have employed counsel in the defense of such claim within ten (10) days’ notice. In no event shall the Indemnitor be required to pay fees and expenses under this ARTICLE VI for more than one firm of attorneys on behalf of the Indemnitee in any jurisdiction in any one action or proceeding or group of related actions or proceedings. The Indemnitor shall not, without the prior written consent of the Indemnitee, which consent shall not be unreasonably withheld or delayed, settle or compromise or consent to the entry of any judgment in any pending or threatened claim to which such Indemnitee is a party. A delay on the part of an Indemnitee in notifying the Indemnitor of any action or other proceeding in respect of which indemnification or reimbursement may be sought under this ARTICLE VI, under circumstances that would require such notification pursuant to this Section 6.4, will not relieve the Indemnitor from any obligation under this ARTICLE VI unless, and then solely to the extent that, the Indemnitor is prejudiced thereby. In connection with the Indemnitor’s obligation to indemnify for expenses under this ARTICLE VI, the Indemnitor shall reimburse each Indemnitee for all such expenses as they are incurred by such Indemnitee in connection with the third-party claim.

**6.5 Limitations.** The Parties agree that the liabilities and obligations of an Indemnitor under this ARTICLE VI shall be limited as follows:

(a) The Seller shall not be obligated to indemnify the Buyer Indemnified Parties under Section 6.2(a) with respect to any Damages unless and until the Damages exceed USD \$25,000 (the “Basket”), *provided*, that if the total amount of such Damages exceeds the Basket, then the Buyer Indemnified Parties will be entitled to recover all Damages in excess of the Basket; *provided, further*, that the Basket shall not limit the Buyer Indemnified Parties rights to indemnification with respect to any Damages arising from or relating to Fraud or any breach of any Fundamental Representation.

(b) The obligations of the Seller as Indemnitor under Section 6.2(a) shall not exceed an amount equal to fifty percent (50%) of the Purchase Price (the “Cap”); *provided, however*, that the Cap shall not apply with respect to claims involving the breach of any Fundamental Representation (in which case no Seller shall be liable for Damages in excess of the proceeds actually received by Seller) or in the case of Fraud.

(c) The obligations of Buyer as Indemnitor under this ARTICLE VI shall not arise until the Basket has been exceeded, *provided, further*, that the Basket shall not limit the Buyer Indemnified Parties rights to indemnification with respect to any Damages arising from or relating to Fraud or any breach of any Fundamental Representation.

(d) Subject to the provisions of such parties’ applicable insurance policies, to the extent that Seller discharges any claim for indemnification, the Seller shall be subrogated to all related rights of Buyer against third parties. Subject to the provisions of such parties’ applicable insurance policies, to the extent that Buyer discharges any claim for indemnification, Buyer shall be subrogated to all related rights of the Seller against third parties.

**6.6 Manner of Payment.** Except as otherwise provided in this Agreement, any indemnification of the Buyer Indemnified Parties or the Seller Indemnified Parties pursuant to this ARTICLE VI shall be effected by (i) wire transfer of immediately available funds from the Indemnitor, applicable, to an account designated in writing by the applicable Buyer Indemnified Party or Seller Indemnified Party; provided that, in no event shall Buyer’s aggregate compensation provided pursuant to this Section 6.6 exceed the value of indemnifiable Damages owed to Buyer Indemnified Parties.

**6.7 Tax Treatment of Indemnity Payments.** Unless otherwise required by applicable Law, any indemnity payment made pursuant to this ARTICLE VI shall be treated for all Tax purposes as an adjustment to the Purchase Price.

**6.8 Intentionally Omitted.**

**6.9 Determination of Damages.** Damages payable to an Indemnitee shall be reduced by (a) any monies from a third party actually received by the Indemnitee in relation to the claim or occurrence for which indemnification applies, and (b) any actual insurance proceeds received by any Indemnitee on account of such matter less the aggregate incremental increase in the premiums actually paid by an Indemnitee with respect to such insurance as a result of such Damages. The parties hereto shall seek full recovery under all insurance policies covering any indemnifiable matter in the ordinary course of business and to the same extent as they would if such claim were not subject to right of indemnification hereunder. Notwithstanding the foregoing, no Indemnitee shall be required to commence litigation in order to enforce its rights under any insurance policies. For purposes of calculating Damages hereunder, any “material”, “materiality” or “Material Adverse Effect” or similar qualifications in the representations, warranties, covenants and agreements shall be disregarded.

**6.10 Survival.** Any claim for indemnification pursuant to this ARTICLE VI shall be required to be made by delivering written notice in accordance with Section 6.4 no later than expiration of the

applicable survival period set forth in Section 6.1. Notwithstanding the foregoing, (i) any claims asserted in writing on or prior to the expiration date of the applicable survival period shall not thereafter be barred by the expiration of the relevant representation or warranty and such claims shall survive until finally resolved and payment in respect thereof, if any is required to be made, shall have been made.

## **ARTICLE VII CONDITIONS & DELIVERABLES FOR CLOSING**

**7.1 Seller Deliverables.** Seller shall have delivered each of the following to Buyer at or prior to the Closing: Buyer's obligation to purchase the Purchase Interest and/or to take any other actions required to be taken under this Agreement by Buyer is subject to the satisfaction, at or prior to the Closing, of each of the following conditions (any of which may be waived by Buyer, in whole or in part):

- (a) an executed Promissory Note;
- (b) an executed Letter Agreement;
- (c) evidence of the PNC Settlement;
- (d) the Seller shall have furnished Buyer with copies of the following documents:

- (i) resolutions duly adopted by the Seller's and Company's board of managers or other governing body, duly certified by the Secretary of the Company, authorizing and adopting this Agreement, the sale and transfer of the Purchased Interests provided for in this Agreement and the consummation of the other Contemplated Transactions;

- (ii) consents, executed and delivered by all Persons necessary to authorize the Contemplated Transactions, on the Subject Companies' assets and the Purchased Interests to be transferred to Buyer as set forth on Schedule 3.2;

- (iii) certificates of good standing from the States of Delaware or Illinois, as applicable, dated within thirty (30) days prior to the Closing Date; and

- (iv) all other documents as may be reasonably requested by Buyer to carry out the terms of this Agreement and to consummate and give effect to the Contemplated Transactions.

**7.2 Buyer Deliverables.** The Company's obligation to sell the Purchase Interest and/or to take any other actions required to be taken under this Agreement by the Company or Seller is subject to the satisfaction, at or prior to the Closing, of each of the following conditions (any of which may be waived by the Company, in whole or in part):

- (a) Buyer shall have delivered to Seller copies of the following documents;

- (i) resolutions duly adopted by the board of managers of Buyer, as well as a certificate of the Secretary of Buyer, authorizing and adopting this Agreement, the sale and transfer of the Purchased Interests provided for in this Agreement and the consummation of the other Contemplated Transactions;

- (ii) consents, executed and delivered by all Persons necessary to authorize the Contemplated Transactions; and

(iii) all other documents as may be reasonably requested by Seller to carry out the terms of this Agreement and to consummate and give effect to the Contemplated Transactions.

## ARTICLE VIII MISCELLANEOUS

**8.1 Notices.** Any notices or communications required or desired to be given pursuant to this Agreement shall be in writing, and shall be duly given (i) three business days after mailing to the recipient to the address below, when mailed by certified or first class mail, return receipt requested, (ii) one business day after being sent to the recipient at the address below by nationally recognized overnight courier (charges prepaid), (iii) when sent by electronic mail, or (iv) when hand-delivered personally to the Party to whom it is to be given.

If to Buyer:

[Redacted: Name of Company]  
[Redacted: Address]  
Attention: [Redacted: Name]  
Phone: [Redacted: Phone number]  
Email: [Redacted: Email address]

If to Seller:

[Redacted: Name of Company]  
[Redacted: Address]  
Attention: [Redacted: Name]  
Email: [Redacted: Email address]

with a copy to (which shall not constitute notice:

[Redacted: Name of Firm]  
[Redacted: Address]  
Attention: [Redacted: Name]  
Phone: [Redacted: Phone number]  
Email: [Redacted: Email address]

with a copy to (which shall not constitute notice:

[Redacted: Name of Firm]  
[Redacted: Address]  
Attention: [Redacted: Name]  
Phone: [Redacted: Phone number]  
Email: [Redacted: Email address]

or to such other respective address as a Party may designate by written notice given in accordance with this Section 8.1.

**8.2 Further Assurances.** The Parties shall cooperate reasonably with each other and with their respective Representatives in connection with any steps required to be taken as part of their respective obligations under this Agreement, and shall (a) furnish upon request to each other such further information; (b) execute and deliver to each other such other documents; and (c) do such other acts and things, all as the other Party may reasonably request for the purpose of carrying out the provisions and intent of this Agreement and the Contemplated Transactions.

**8.3 Use of Name.** Seller hereby licenses to Buyer, Owner and the Subject Companies the use of the “Wesana Clinics” name only as necessary to effectuate the transition and for no other purpose, on or after the Closing Date through November 15, 2022. Buyer may request a 45-day extension to the rights granted under this Section 8.2 and such request shall not be unreasonably denied, conditioned or delayed. Buyer shall be restricted from using the “Wesana Clinics” name in any manner that it was not used prior to Closing, and may not create any new marketing or patient solicitation materials using such name. Buyer agrees to indemnify, defend, and hold harmless Seller and its Affiliates from any actual losses of Seller that

arise due to Buyer or Owner's use of the "Wesana Clinics" name. Buyer agrees to terminate the d/b/a of "Wesana Clinics" within ten (10) business days from the date of expiration of the rights under this Section 8.2.

**8.3 Confidentiality.** The Parties acknowledge and agree that the terms of this Agreement are and shall be treated strictly confidential. The Parties agree not to disclose the terms of this Agreement to any Person without prior written consent of the other Parties, with the exception of a Party's tax, legal or accounting advisors for the legitimate business purposes of such Party, or as otherwise required by Law; provided, however, that this provision shall not prohibit Buyer or any of its Affiliates from disclosing the existence and consummation of the Contemplated Transactions as provided in Section 5.4.

**8.4 Governing Law.** This Agreement shall be interpreted, construed and enforced in accordance with the laws of the State of Illinois, without giving effect to any conflicts of laws principles that would require the application of the laws of any other jurisdiction.

**8.5 Severability.** If any provision in this Agreement shall be found by a court, referee or other Governmental Authority of competent jurisdiction to be invalid, illegal or unenforceable, such provision shall be construed and enforced as if it had been narrowly drawn so as not to be invalid, illegal or unenforceable, and the validity, legality and enforceability of the remaining provisions of this Agreement shall not in any way be affected or impaired, and if any provision in this Agreement is inapplicable to any Person or circumstance, it shall nevertheless remain applicable to all other Persons and circumstances.

**8.6 Waiver.** The failure of a Party to insist upon strict adherence to any term of this Agreement on one or more occasions shall not be considered a waiver or deprive that Party of the right thereafter to insist upon strict adherence to that term or any other term of this Agreement. Any waiver must be in writing. Any waiver by any Party of a breach of any provision of this Agreement shall not operate as or be construed to be a waiver of any other breach of such provision or of any breach of any other provision of this Agreement.

**8.7 No Third Party Beneficiaries.** This Agreement is for the sole benefit of the Parties and nothing in this Agreement express or implied shall be construed to give any Person, other than the Parties' respective successors and assigns, any legal or equitable rights under this Agreement.

**8.8 Enforcement Costs.** If any legal action or other proceeding is brought for the enforcement of any of the terms or conditions of this Agreement, or because of an alleged dispute, breach, or default, in connection with any of the provisions of this Agreement, the prevailing Party in such action shall be entitled to recover from the non-prevailing Party the costs and expenses it incurred in such action, including reasonable attorneys' fees and costs and other expenses incurred at trial and in appellate proceedings, in addition to any other relief to which such Party may be entitled. The extent to which a Party is determined to be a "prevailing party" and the appropriate allocation of attorneys' fees and costs and other expenses shall be decided by the court.

**8.9 Headings.** The headings in this Agreement are solely for convenience of reference and shall be given no effect in the construction or interpretation of this Agreement.

**8.10 Integration of Exhibits and Schedules.** All Exhibits and Schedules to this Agreement are integral parts of this Agreement and are incorporated in this Agreement by this reference as if fully stated in this Agreement.

**8.11 Entire Agreement and Amendment.** This Agreement, including all Exhibits and Schedules, and the other agreements and documents delivered pursuant to this Agreement, contains the entire agreement of the Parties and supersedes any and all prior negotiations and agreements between the Parties, written or oral, with respect to the subject matter hereof. This Agreement may be amended, modified and/or supplemented by the Parties at any time, but only by an instrument in writing signed by the Party or Parties to be bound.

**8.12 Counterparts and Scanned or Fax Signatures.** This Agreement may be executed and delivered in several counterparts (including via facsimile or scanned .pdf image), each of which shall be deemed to be an original, and all of which shall together constitute one and the same agreement.

**8.13 Binding Effect; Assignment.** This Agreement shall be binding on, and shall inure to the benefit of, the Parties, and their respective successors and assigns and no other Person shall acquire or have any rights under or by virtue of this Agreement. No Party may assign any right or obligation under this Agreement without the prior written consent of the other Parties; provided, however, that Buyer may assign their rights and obligations under this Agreement to their Affiliates without the prior written consent of the other Parties.

**8.14 No Construction Against Drafter.** Each of the Parties has been represented by counsel who have each been involved in the drafting of this Agreement or have had an opportunity to have input into the drafting of this Agreement. Accordingly, this Agreement shall not be construed either against or in favor of any Party based upon that Party's role in drafting this Agreement, and any rule of construction to the effect that any ambiguities are to be resolved against the drafting Party shall not be employed in the interpretation or construction of this Agreement.

**8.15 CONSENT TO JURISDICTION; SERVICE OF PROCESS; MITIGATION; INJUNCTIVE RELIEF.**

(a) SUBJECT TO SECTION 8.17 (WHICH WILL GOVERN ANY DISPUTE AFTER CLOSING NOT SEEKING INJUNCTIVE RELIEF), EACH PARTY IRREVOCABLY SUBMITS TO THE JURISDICTION OF DUPAGE COUNTY IN THE STATE OF ILLINOIS OR THE FEDERAL COURT SITUATED IN THE NORTHERN DISTRICT OF ILLINOIS IN CONNECTION WITH ANY SUIT, ACTION OR OTHER PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT AND THE CONTEMPLATED TRANSACTIONS, AND AGREES NOT TO ASSERT, BY WAY OF MOTION, AS A DEFENSE, OR OTHERWISE IN ANY SUCH SUIT, ACTION OR PROCEEDING THAT THE SUIT, ACTION OR PROCEEDING IS BROUGHT IN AN INCONVENIENT FORUM, THAT THE VENUE OF THE SUIT, ACTION OR PROCEEDING IS IMPROPER OR THAT THIS AGREEMENT OR THE SUBJECT MATTER MAY NOT BE ENFORCED BY SUCH COURTS.

(b) THE SUBJECT COMPANIES AND THE SELLER AGREE THAT IN THE EVENT OF A BREACH OF ANY PROVISION OF THIS AGREEMENT BY THE SUBJECT COMPANIES OR THE OWNER OR A FAILURE BY THE SUBJECT COMPANIES OR THE SELLER TO PERFORM IN ACCORDANCE WITH THE SPECIFIC TERMS OF THIS AGREEMENT, BUYER MAY BE DAMAGED IRREPARABLY AND WITHOUT AN ADEQUATE REMEDY AT LAW. THE PARTIES THEREFORE AGREE THAT IN THE EVENT OF A BREACH OF ANY PROVISION OF THIS AGREEMENT BY ANY OF THE SUBJECT COMPANIES OR THE SELLER, BUYER MAY ELECT TO INSTITUTE AND PROSECUTE PROCEEDINGS IN ANY COURT OF COMPETENT JURISDICTION TO ENFORCE SPECIFIC PERFORMANCE, SEEK A PROTECTIVE ORDER OR TO ENJOIN THE CONTINUING BREACH OF SUCH PROVISION WITHOUT THE REQUIREMENT OF POSTING A BOND, AS WELL AS TO OBTAIN DAMAGES FOR BREACH OF THIS AGREEMENT.

BY SEEKING OR OBTAINING ANY SUCH RELIEF, BUYER SHALL NOT BE PRECLUDED FROM SEEKING OR OBTAINING ANY OTHER RELIEF TO WHICH IT MAY BE ENTITLED.

**8.16 WAIVER OF JURY TRIAL.** EACH OF THE PARTIES KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ANY RIGHTS IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER, OR IN CONNECTION WITH, THIS AGREEMENT OR ANY OF THE CONTEMPLATED TRANSACTIONS, OR ANY COURSE OF CONDUCT, COURSE OF DEALING OR STATEMENTS (WHETHER VERBAL OR WRITTEN) RELATING TO THE FOREGOING. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE PARTIES TO ENTER INTO THIS AGREEMENT.

**8.17 Arbitration of Disputes.**

(c) Except for disputes, controversies or claims arising under Section 8.15 (which will be resolved in accordance with the dispute resolution provisions set forth therein) or other claims seeking injunctive relief (for which the provisions of Section 8.15 and Section 8.16 will be applicable), all disputes, controversies or claims arising out of or relating to this Agreement or the transactions contemplated hereby (whether in contract, tort, equity or otherwise), including the arbitrability of any dispute or controversy that cannot be settled by mutual agreement, will be finally settled by binding arbitration in accordance with the JAMS Comprehensive Arbitration Rules & Procedures (“JAMS”), as follows: any Party aggrieved will deliver a notice to the other Parties setting forth the specific points in dispute. Any points remaining in dispute twenty (20) days after the giving of such notice may, upon ten (10) days’ notice to the other Parties, be submitted to JAMS arbitration conducted before a panel of three arbitrators in DuPage County, Illinois. Buyer and the Owner will each appoint one arbitrator (the “Party-Appointed Arbitrators”) and the Party-Appointed Arbitrators will appoint the third and presiding arbitrator within fourteen (14) days of the appointment of the second arbitrator; provided, that, any arbitrator not timely appointed herein will be appointed by the JAMS upon the written demand of any party to the dispute. The arbitrators may enter a default decision against any party who fails to participate in the arbitration proceedings.

(d) The decision of the arbitrators on the points in dispute will be final, unappealable and binding, and judgment on the award may be entered in any court having jurisdiction thereof. The arbitrators will only be authorized to interpret the provisions of this Agreement, and will not amend, change or add to any such provisions. The Parties agree that this provision has been adopted by the parties to rapidly and inexpensively resolve any disputes between them and that this provision will be grounds for dismissal of any court action commenced by any Party with respect to this Agreement (other than disputes, controversies or claims arising under Section 8.15 (which will be resolved in accordance with the dispute resolution provisions set forth therein) or other claims seeking injunctive relief (for which the provisions of Section 8.15 and Section 8.16 will be applicable). In the event that any court determines that this arbitration procedure is not binding, or otherwise allows any litigation regarding a dispute, claim, or controversy covered by this Agreement to proceed, the Parties hereby waive any and all right to a trial by jury in or with respect to such litigation.

(e) The arbitrators will be authorized to apportion their fees and expenses as the arbitrators deem appropriate, but the arbitrators will not be authorized to award the prevailing party its fees and expenses (including attorneys’ fees), and each Party will otherwise bear its own fees and expenses, including the fees of its own attorney.

(f) The Parties and the arbitrators will keep confidential, and will not disclose to any person, except the Parties’ advisors and legal representatives, or as may be required by Law, the existence of any controversy under this Section 8.17, the referral of any such controversy to arbitration or the status or resolution thereof.

(g) The Parties may seek any interim or conservatory relief, including an injunction or injunctions to prevent breaches of this Agreement in DuPage County, Illinois; provided, that if such court does not have jurisdiction over any such action or proceeding, such action or proceeding will be heard and determined exclusively in any Illinois state or federal court sitting in DuPage County, Illinois, this being in addition to any other remedy to which such Party is entitled at law or in equity. The application of a Party to an above-mentioned judicial authority for such measures or for the implementation of any such measures ordered by an arbitral tribunal will not be deemed to be an infringement or a waiver of Section 8.17 and will not affect the relevant powers reserved to the arbitral tribunal.

**8.18 Right of Offset.** If any amount owed to (i) Buyer or any other Indemnitee pursuant to this Agreement or (ii) Advanced has not been paid under the Letter Agreement, in either case, has not been paid when due, Buyer shall have the option to offset any such unpaid amount, at Buyer's option, against any amounts Buyer or any of its Affiliates may owe to Seller under this Agreement or the Promissory Note in an amount that reflects the agreement to pay Advanced a proportional amount of the amounts due under the Promissory Note (i.e., Advanced shall be paid at a rate of 16.34% of each principal amount repaid to Seller by Buyer under the Promissory Note). Any such offsets or adjustments shall not limit or otherwise restrict Buyer's ability to seek injunctive relief or recover Damages in excess of the amounts so offset or adjusted in accordance with this Agreement.

**8.20 Recitals.** The Recitals to this Agreement are incorporated as material provisions of this Agreement as if restated in full in this Agreement.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the Parties have entered into this Securities Purchase Agreement as of the date first above written.

**COMPANY:**

*(signed) "Daniel Carcillo"*

By: Daniel Carcillo

Its: President

**SELLER:**

*(signed) "Daniel Carcillo"*

By: Daniel Carcillo

Its: President

**BUYER:**

*(signed) "Dr. Abid Nazeer"*

By: Dr. Abid Nazeer

Its: Authorized Signatory

**EXHIBIT A**  
Purchase Agreement Definitions

“Affiliate” or “affiliate” means, with regard to any Person, (a) any other Person, directly or indirectly, controlled by, under common control of, or controlling such Person; (b) any other Person, directly or indirectly, in which such Person holds, of record or beneficially, five percent (5%) or more of the equity or voting securities; (c) any other Person that holds, of record or beneficially, five percent (5%) or more of the equity or voting securities of such Person; or (d) as to any natural Person, any other Person related by blood, marriage or adoption to such Person and any Person related to the foregoing Persons, including any spouse, parent, grandparent, aunt, uncle, child, grandchild, sibling, cousin or in-law of such Person.

“Agreement” shall have the meaning in the Preamble.

“Balance Sheet Date” shall have the meaning in Section 3.4(a).

“Basket” shall have the meaning in Section 6.5(a).

“Business” means the business of providing management services to a physician medical practice of psychiatry specifically utilizing IV Ketamine Infusion Therapy.

“Buyer” shall have the meaning in the Preamble.

“Buyer Indemnified Parties” shall have the meaning in Section 6.2.

“Cap” shall have the meaning in Section 6.5(b).

“CARES Act” means the Coronavirus Aid, Relief and Economic Security Act, as signed into law by the President of the United States on March 27, 2020.

“Claim” means any action, charge, claim, lawsuit, demand, suit, inquiry, hearing, investigation, notice of a violation or noncompliance, litigation, proceeding, arbitration, appeals or other dispute, whether civil, criminal, administrative or otherwise.

“Closing” shall have the meaning in Section 1.1.

“Closing Date” shall have the meaning in Section 1.1.

“Closing Cash Payment” shall have the meaning in Section 1.3(c).

“COBRA” means Part 6 of Subtitle B of Title I of ERISA, Code §4980B, and any similar state Law.

“Code” means the Internal Revenue Code of 1986, as amended, and any applicable rules and regulations thereunder, and any successor to such statute, rules or regulations.

“Collected Revenue” shall have the meaning in Section 1.3(b)(iv).

“Company” shall have the meaning in the Preamble.

“Company Plans” shall have the meaning in Section 3.15.

“Confidential Information” shall have the meaning in Section 5.7.

“Contemplated Transactions” means, collectively, the transactions contemplated by this Agreement and each other agreement and document to be executed and delivered pursuant to this Agreement.

“Contract” means any agreement, contract, commitment, instrument, document, certificate or other binding arrangement or understanding, whether written or oral.

“Damages” means any loss, damage, liability, Claim, demand, settlement, judgment, award, fine, penalty, deficiencies, Tax, fee (including reasonable attorneys’ fees), charge, cost (including costs of investigation) or expense of any nature, but excluding punitive and exemplary damages, except to the extent paid or payable to a third party other than those aforementioned items that may arise from or relate to an intentional misconduct or Fraud by Owner.

“Deferred Payroll Tax Liability” means the total amount, as of the Closing, of Taxes of the Subject Companies, the payment of which has been deferred by the Seller under the authority of Section 2302 of the CARES Act

“Encumbrance” means any hypothecation, encumbrance, charge, Claim, community or other marital property interest, condition, equitable interest, lien, option, pledge, security interest, mortgage, right of way, easement, encroachment, servitude, right of first option, right of first refusal or similar restriction on transfer, including any restriction on use, voting (in the case of any security or equity interest), transfer, receipt of income or exercise of any other attribute of ownership, interest of another Person of any kind or nature, including any conditional sale or other title retention Contract, any filing or agreement to file a financing statement as debtor under the Uniform Commercial Code or any similar statute and any subordination arrangement in favor of another Person.

“Environmental Laws” means all Laws enacted and in effect on or prior to the Closing Date concerning pollution or protection of the environment, protection of public health and safety (to the extent related to exposure to or management of hazardous materials, substances or wastes), or protection of worker health and safety, 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 any hazardous materials, substances or wastes

“Equity Interests” means any and all shares, interests, participations or other equivalents (however designated) of capital stock of a corporation, and any and all ownership interests in a Person (other than a corporation), including membership interests, partnership interests, joint venture interests and beneficial interests, and any and all warrants, options, convertible or exchangeable securities, or rights to purchase or otherwise acquire any of the foregoing.

“Federal Health Care Program” means any “*federal health care program*” as defined in 42 U.S.C. §1320a-7b(f), including Medicare, state Medicaid programs, state CHIP programs, TRICARE and similar or successor programs with or for the benefit of any Governmental Authority.

“Financial Relationship” shall have the meaning in Section 3.24.

“Financial Statement Date” shall have the meaning in Section 3.4(a).

“Financial Statements” shall have the meaning in Section 3.4(a).

“Fraud” means an intentional and knowing misrepresentation of fact with the intent to deceive solely with respect to the making of the representations and warranties in this Agreement or any certificate or other instrument furnished or to be furnished in connection with this Agreement which constitutes common law fraud under Illinois law.

“Fundamental Representations” shall have the meaning in Section 6.1.

“Governing Documents” means any charter, certificate of incorporation, certificate of formation, certificate of organization, articles of association, bylaws, operating agreement, partnership agreement, Owner’s agreement, trust agreement or similar formation or governing documents and instruments of any Person.

“Governmental Authority” means federal, state, provincial, local, county or municipal government, governmental or quasi-governmental entity or authority of any nature (including any governmental or administrative agency, department, branch, commission, board, bureau, official, entity, court, tribunal, arbitrator or other authority), or anybody exercising or entitled to exercise any administrative, executive, judicial, legislative, police, regulatory or Taxing authority or power of any nature, whether domestic or foreign.

“Guarantee” means, with respect to any Person, any guarantee or other liability, direct or indirect with respect to any obligations of another Person, through a Contract or otherwise.

“Hazardous Materials” means any waste or other substance that is listed, defined, designated or classified as hazardous, radioactive or toxic or a pollutant, contaminant or other material harmful or potentially be harmful to the health or safety of human or animal life or vegetation under any Environmental Law.

“Health Care Facility” means any hospital, surgery center, urgent care center, freestanding emergency department, skilled nursing facility, or any other facility where health care services are provided to patients.

“Health Care Laws” means all applicable Laws related to health care or the regulation, provision, or administration of, or payment for, health care products or services, including all Laws relating to participation in Federal Health Care Programs, billing or submission of claims, insurance, bribes, rebates, kickbacks, corporate practice of medicine, fee splitting, patient brokering, institutional and professional licensure, dispensing medicines or controlled substances, medical documentation and professional orders, medical record retention, unprofessional conduct, quality, safety, medical necessity, medical privacy and security, patient confidentiality and informed consent, advertising or marketing for health care services, and the enforceability of restrictive covenants with respect to Health Care Providers, specifically including (a) the False Claims Act, 31 U.S.C. §§3729 et seq, (b) the Civil Monetary Penalties Law, 42 U.S.C. §1320a 7a, (c) federal and state anti-kickback statutes (including 42 U.S.C. § 1320a 7b), (c) federal and state referral laws (including 42 U.S.C. §1395nn), (d) medical record and patient privacy and security Laws, including HIPAA, (e) the Patient Protection and Affordable Care Act (Pub. L. 111–148), as amended by the Health Care and Education Reconciliation Act of 2010 (Pub. L. 111–152), (f) Laws promulgated pursuant to any of the foregoing statutes, (g) any other Laws relating to health care providers or facilities, including all applicable Medicare and Medicaid Laws, (h) Illinois Public Act 100-0564 and the requirements of the Illinois Prescription Monitoring Program (i) and any laws related to or prohibiting the corporate practice of medicine.

“Health Care Program” means any Federal Health Care Program and any other Third-Party Payor program.

“Health Care Provider” means any physician, physician assistant, nurse, technician or allied health care provider providing medical services on behalf of the Subject Companies on a full or part time basis or as an independent contractor or consultant.

“HIPAA” means the Health Insurance Portability and Accountability Act of 1996 (Pub. L. No. 104 191), as amended by the Health Information Technology for Economic and Clinical Health Act of 2009 (42 U.S.C. §§1320d-1320d-9), and its implementing regulations (including the Standards for Electronic Transaction and Code Set, the Standards for Privacy of Individually Identifiable Health Information, the Security Standards for the Protection of Electronic Protected Health Information, and Breach Notification for Unsecured Protected Health Information Rules promulgated thereunder), and applicable counterparty state Laws.

“ICE” shall have the meaning in Section 3.7(e).

“including”, when following any general statement, term or matter, shall not be construed to limit such statement, term or matter to the specific terms or matters as provided immediately following the word “including” or to similar items or matters, whether or not non-limiting language (such as “but not limited to” or words of similar import) is used with reference to the word “including” or the similar items or matters, but rather shall be deemed to refer to all other items or matters that could reasonably fall within the broadest possible scope of the general statement, term or matter.

“Indebtedness” means, with respect to any Person, (a) all obligations of such Person for borrowed money, (b) the face amount of all letters of credit issued for the account of such Person and all drafts drawn thereon, (c) all capitalized lease obligations of such Person, (d) all Guarantees of such Person, (e) all obligations secured by any Encumbrance on any of the assets of such Person, (f) all accounts payable of such Person that have not been paid within forty-five (45) days of their due date and are not being contested, (g) all obligations of such Person for the deferred purchase price of property, goods or services (other than trade payables in the Ordinary Course of Business), (h) annual employee bonus and paid time off or similar obligations that are not accrued on the Financial Statements (including the employer’s share of any payroll Taxes attributable thereto); (i) change-of-control bonus, severance, deferred compensation or similar obligations of such Person to any current or former employees or independent contractors (including any such obligations which are payable as a result of the consummation of the Contemplated Transactions and the employer’s share of any payroll Taxes attributable thereto); (j) retroactive insurance premium obligations; (k) other indebtedness or obligations secured by any Encumbrance on any of the assets of such Person; and (l) any items set forth on Schedule 3.4(b).

“Indemnitee” shall have the meaning in Section 6.4(b).

“Indemnitor” shall have the meaning in Section 6.4(b).

“Intellectual Property” means all of each Owner’s and each Subject Company’s intellectual property, customers, patents, patent rights, patent applications, trademarks, service marks and other indicia of origin, trademark and service mark registrations and applications for registrations, copyrights, copyright registrations and applications for registration, Internet domain names, website addresses and universal resource locators, trade secrets, inventions (whether or not patentable), invention disclosures, technical data, customer lists, corporate and business names, trade names, fictitious names and assumed names, logos, trade dress, brand names, know-how, show-how, maskworks, formulae, methods (whether or not patentable), designs, processes, procedures, policy manuals, technology, source codes, object codes, computer software programs, databases, data collectors, telephone and facsimile numbers, marketing and promotion materials (including audiotapes, videotapes and printed materials) and other proprietary information or material of any type, whether written or unwritten (and all goodwill associated with, and all

derivatives, improvements and refinements of, any of the foregoing) required or incident to the marketing of the products and services of the Business and all books and records.

“Interim Period” shall have the meaning in Section 5.2(a).

“JAMS” shall have the meaning in Section 8.17.

“Knowledge” or “knowledge” means, with respect a particular subject, area or aspect of the Subject Companies or the Owner, the actual knowledge of Owner , in each case after diligent review of relevant records and information in such Subject Company’s or such Person’s possession or reasonably accessible to such Subject Company or such Person.

“Law” means any statute, law, code, ordinance, regulation, rule, act, Order, requirement, announcement, policy, guideline, position statement, declaration, rule of common law or other binding action of or by any Governmental Authority and any judicial interpretation thereof.

“Leased Real Property” shall have the meaning in Section 3.5(b).

“Leases” shall have the meaning in Section 3.5(b).

“Material Adverse Effect” means any change, effect, event, development, fact, occurrence or circumstance which, individually or in the aggregate, is or would reasonably be expected to be materially adverse to any Subject Company or the Business, properties, assets, condition (financial or otherwise), results, plans, strategies, or prospects; provided, however, that Material Adverse Effect will not be deemed to result from or arise out of any event, circumstance, change, occurrence or development (i) relating to the U.S. and world economy in general or the industry in which the Subject Companies operate, (ii) affecting or relating to Tax rates or the implementation of new Taxes, capital, or financial markets generally, or (iii) arising as the result of enactment or implementation of any new Law or accounting rule, in each case of clause (i) and (iii) to the extent the foregoing do not have a disproportionate effect on the Subject Companies compared to the other participants in the industry in which Subject Companies operate. References in this Agreement to dollar amount thresholds shall not be deemed to be evidence of materiality or of a Material Adverse Effect.

“Material Contracts” shall have the meaning in Section 3.9(a).

“Medicaid” means, collectively, the healthcare assistance program established by Title XIX of the Social Security Act (42 U.S.C. §§1396 et seq.) and any statutes succeeding thereto, and all Laws, manuals, orders, guidelines and requirements pertaining to such program, including (a) all federal statutes (whether set forth in Title XIX of the Social Security Act or elsewhere) affecting such program, (b) all state statutes and plans for medical assistance enacted in connection with such program and federal rules and regulations promulgated in connection with such program, and (c) all applicable provisions of all rules, regulations, manuals, orders and administrative, reimbursement, guidelines and requirements of all Governmental Authorities promulgated in connection with such program (whether or not having the force of law), in each case as the same may be amended, supplemented or otherwise modified from time to time.

“Medical Waste” means (i) pathological waste, (ii) blood, (iii) wastes from surgery or autopsy, (iv) dialysis waste, including contaminated disposable equipment and supplies, (v) cultures and stocks of infectious agents and associated biological agents, (vi) contaminated animals, (vii) isolation wastes, (viii) contaminated equipment, (ix) laboratory waste and (x) other biological waste and discarded materials contaminated with or exposed to blood, excretion, or secretions from human beings or animals, including

any substance, pollutant, material or contaminant listed or regulated under the Medical Waste Tracking Act of 1988, 42 U.S.C. § 6992, *et seq.*

“Medicare” means, collectively, the health insurance program for the aged and disabled established by Title XVIII of the Social Security Act (42 U.S.C. §§1395 *et seq.*) and any statutes succeeding thereto, and all Laws, manuals, orders and guidelines pertaining to such program, including (a) all Laws (whether set forth in Title XVIII of the Social Security Act or elsewhere) affecting such program, and (b) all applicable provisions of all rules, regulations, manuals, orders and administrative, reimbursement, guidelines and requirements of all Governmental Authorities promulgated in connection with such program (whether or not having the force of law), in each case as the same may be amended, supplemented or otherwise modified from time to time.

“MSO” shall have the meaning in the Recitals.

“Non-compete Period” shall have the meaning in Section 5.6(a).

“Order” means any writ, decree, order, judgment, stipulation, injunction, determination, rule, ruling, Encumbrance, voting right, consent, advisory opinion, declaratory statement, statement of deficiencies, compliance agreement or settlement agreement of or with any Governmental Authority or arbitrator.

“Ordinary Course of Business” means the ordinary course of business of the Subject Companies and/or the Business, as applicable, consistent with past custom and practice (including with respect to quantity and frequency).

“Owner” shall have the meaning in the Preamble.

“Party” and “Parties” shall have the meaning in the Preamble.

“Party-Appointed Arbitrators” shall have the meaning in Section 7.2(c).

“Permits” means all permits, licenses, registrations, provider numbers, certificates, authorizations, accreditations, qualifications or approvals issued by any Governmental Authority or other Person.

“Permitted Encumbrance” means Encumbrances set forth on Schedule 3.18.

“Person” means any corporation, partnership, joint venture, limited liability company, organization, entity, Governmental Authority or natural person.

“Personal Information” means any and all information or data that identifies or relates to an individual and that is regulated, protected or restricted by applicable Law, including, without limitation, all “*protected health information*” as defined by HIPAA.

“Advanced” shall have the meaning set forth in the Preamble.

“Practice” shall have the meaning in the Preamble.

“Pre-Closing Tax Period” means all taxable periods ending on or before the Closing Date and the portion through the end of the Closing Date for any taxable period that includes (but does not end on) the Closing Date.

“Purchased Interests” shall have the meaning in the Recitals.

“Released Claims” shall have the meaning in Section 5.11.

“Released Parties” shall have the meaning in Section 5.11.

“Releasers” shall have the meaning in Section 5.11.

“Representatives” means, with respect to any Person, such Person’s directors, officers, managers, partners, equity holders, Affiliates, employees, advisors, contractors, representatives and agents.

“Restricted Territory” means five (5) miles around any current practice site at which Seller engages in the Business.

“Separation Event” means that a Physician’s employment under such Physician’s Employment Agreement has been terminated for Cause (as defined in such Physician’s Employment Agreement) or has resigned without Good Reason (as defined in such Physician’s Employment Agreement).

“Stimulus Funds” means CARES Act stimulus fund programs in which the Subject Companies are participating and the amount of funds received and/or requested by the Subject Companies for each such program (together with any additional CARES Act stimulus funds hereafter received by the Subject Companies).

“Straddle Period” shall have the meaning in Section 1.5(d).

“Subject Company” means, individually, the Company and the Practice; provided that for purposes of ARTICLE III, “Subject Company” shall include any Person set forth on Schedule 3.3.

“Subject Companies” means, collectively, the Company and the Practice; provided that for purposes of ARTICLE III, “Subject Companies” shall include any Person set forth on Schedule 3.3.

“Purchased Interests” shall have the meaning in the Recitals.

“Subsidiary” means, with respect to any Person, any corporation, partnership, limited liability company, association or other business entity of which (i) if a corporation, a majority of the total voting power of shares of stock entitled (irrespective of whether, at the time, stock of any other class or classes of such corporation shall have or might have voting power by reason of the happening of any contingency) to vote in the election of directors, managers or trustees thereof is at the time owned or controlled, directly or indirectly, by that Person or one or more of the other Subsidiaries of that Person or a combination thereof, or (ii) if a partnership, limited liability company, association or other business entity, either (A) a majority of the Equity Interests thereof is at the time owned or controlled, directly or indirectly, by that Person or one or more other Subsidiaries of that Person or a combination thereof, or (B) such Person is a general partner, managing member or managing director of such partnership, limited liability company, association or other entity.

“Tax” (or “Taxing” or “Taxable” where the context requires) means any and all federal, state, local and foreign taxes, governmental charges, charges, imposts, levies or other like assessments, including all net income, gross receipts, capital, sales, use, ad valorem, valued added, transfer, franchise, profits, inventory, capital stock, license, withholding, payroll, employment, social security, unemployment, occupation, property and estimated taxes, liabilities to Governmental Authorities under escheat and unclaimed property laws, customs duties, and like assessments and charges of any kind whatsoever, including any interest, penalty, or addition thereto, whether disputed or not and including any obligations to indemnify or otherwise assume or succeed to the Tax liability of any other Person.

“Tax Authority” means any Governmental Authority having jurisdiction with respect to any Tax.

“Tax Return” means any return, report or statement relating to any Tax (including any elections, declarations or attachments thereto, and any amendment thereof), including any information return, claim for refund, amended return or declaration of estimated Tax.

“Third-Party Payor” means any Person, public or private, that pays or insures health or medical expenses on behalf of beneficiaries or recipients, including but not limited to Medicare, Medicaid and other federal or state health care benefit programs, commercial and not-for-profit health insurers and managed care plans, as well as any individual who pays for the cost of health care services provided to another individual.

“Transaction Expenses” means all costs and expenses (including, without limitation, any ancillary fees and pre-payment penalties) incurred by the Subject Companies, Owner or the Buyer in connection with the Contemplated Transactions and negotiation, execution, and delivery of this Agreement and each other agreement, instrument, document, and certificate entered into, or delivered in connection with, the Contemplated Transactions.

“Transfer” shall have the meaning in Section 1.3(b)(vi).

“Transfer Taxes” shall have the meaning in Section 1.5(a).

“WARN Act” means the Worker Adjustment and Retraining Notification Act of 1988 and any similar foreign, state or local Law.