IN THE SUPERIOR COURT OF FULTON COUNTY
STATE OF GEORGIA
FAMILY DIVISION

NANCY JENNINGS,	)	
	)	
Petitioner,	)	Civil Action No.
vs.	)	2020CV337822
	)	
JEFFREY GALLUPS,	)	
	)	
Respondent.	)	

RECEIVER'S MOTION FOR APPROVAL AND AUTHORIZATION OF SALE OF ASSETS OF THE RECEIVERSHIP ESTATE AND PETITION FOR CONFIRMATION OF SALE

S. Gregory Hays, solely in his capacity as Receiver herein (the "**Receiver**"), appointed pursuant to the Court's *Order Compelling Compliance, Appointing Receiver, and Granting Injunctive Relief* entered in this civil action on August 16, 2023 (the "**Receivership Order**"),[1] files this *Receiver's Motion for Approval and Authorization of Sale of Assets of the Receivership Estate and Petition for Confirmation of Sale* (the "**Motion**"). This Motion is filed with the consent and approval of Frank B. Strickland, solely in his capacity as Special Master (the "**Special Master**"), appointed pursuant to the Court's *Order for Appointment of Special Master* entered in this civil action on February 8, 2023 (the "**Special Master Order**"). In support of the Motion, the Receiver shows the Court as follows:

[1] Unless otherwise indicated, capitalized terms in this Motion will have the meanings attributed them in the Receivership Order.

A. I. BACKGROUND

A. Commencement of this Civil Action and Appointment of Receiver

1. On June 30, 2020, Dr. Nancy Jennings ("**Petitioner**") filed this civil action against her former spouse, Dr. Jeffrey Gallups ("**Respondent**"), to enforce Respondent's obligations under a January 2017 Final Judgment and Decree of Divorce entered in Nancy H. Gallups v. Jeffrey M. Gallups, Civil Action No. 2016CV274575, including Respondent's obligation to pay Petitioner $10,250,000 from the sale of Respondent's medical practice.

2. On February 8, 2023, the Court appointed the Special Master to oversee and facilitate Respondent's marketing and sale of the medical practice. The Special Master attempted to work with Respondent toward that end for six (6) months.

3. In August 2023, the Special Master filed his *Special Master's Report and Recommendation Respecting Status of Incremental Transfer of the Companies*, in which he detailed Respondent's refusal to cooperate and other misconduct.

4. Due to the matters reported in the Special Master's Report, the Court, on its own motion, entered the Receivership Order on August 16, 2023 (the "**Appointment Date**"), appointing the Receiver as receiver of (i) Respondent; (ii) the Companies (consisting of Milton Hall Surgical Associates LLC ("**MHSA**"), Alpharetta Surgery Center LLC, and ENTI Surgery Center LLC), HCENTI LLC, ENTI Anesthesia LLC, Milton Hall Management LLC, MHSA Management LLC, Milton Hall Trust, Nutmeg Management LLC, Marble Management LLC, DRG Media LLC, and all other operating entities, holding companies, debt arrangements, voting trusts, or other trusts or entities of any kind, known or unknown, directly or indirectly controlled by Respondent or Melissa Moritz (collectively, the "**Affiliated Entities**"); (iii) all of Respondent's

Assets and all assets of the Affiliated Entities, in each case consisting of assets of all class and manner and wherever situated (the "**Receivership Assets**").

5. The Receiver has engaged the law firm of Taylor English Duma LLP ("**Taylor English**") as legal counsel to the Receiver.

B. Business Operations

6. Since his appointment, the Receiver has operated the business of the Affiliated Entities (the "**Business**"). The Business and the Receiver's work are more thoroughly discussed in the November 1, 2023, *Receiver's First Interim Report*, March 20, 2024, *Receiver's Second Interim Report*, and September 6, 2024, *Receiver's Third Interim Report*.

7. The Receiver retained Scott Wilkins as CFO of the Affiliated Entities. Mr. Wilkins had been hired by MHSA two (2) weeks prior to the Appointment Date. Mr. Wilkins became the COO on September 1, 2023, and together with the Receiver is an integral part of the management team.

8. The Receiver and Mr. Wilkins have been able to resuscitate and stabilize the Business without hefty expenditures of external fractional C-Suite hires, even in the face of considerable cash flow difficulties and operational and legal challenges.

9. From the Appointment Date, the Receiver has had to address and manage considerable challenges, including significant cash flow decline, interruptions and cessation of insurance payor relations, demands for payment of delinquent rent at all facilities, deferred physician compensation, and legal disputes with State and Federal governmental bodies.

C. The Northside Hospital Transaction

10. On May 31, 2024, with Court approval, the Receiver closed the sale to Northside Hospital, Inc. of substantial Receivership Assets.

11. The proceeds from the Northside Hospital transaction enabled the Receiver to address and satisfied the most pressing payment obligations.

D. The Iron Magnolia Management Services Agreement

12. Following the closing of the Northside Hospital transaction, the Receiver continued to operate the Affiliated Entities' remaining facilities (the "Southside Facilities," which are defined in the proposed Asset Purchase Agreement as the "Acquired Facilities"), using those items of equipment which Northside Hospital did not acquire.

13. The Southside Facilities are located at the following locations: (a) 1000 Commerce Drive, Suite 200, Peachtree City, Georgia; (b) 1595 Highway 34 East, Newnan, Georgia; (c) 1365 Rock Quarry Road, Suite 300, Stockbridge, Georgia; and (d) 1015 Lafayette Parkway, Suite 130, LaGrange, Georgia.

14. The Southside Facilities are subject to ongoing liabilities regardless of whether they remain operational, the most significant of which are leases (the "Southside Leases") with significant time remaining until their terms expire.

15. The Receiver determined that new contractual obligations for matters such as IT services and billing/back-office service providers were required for operation of the Southside Facilities.

16. Rather than taking on additional contractual and employment liability on behalf of the Receivership Estate, the Receiver entered into a short-term Management Services Agreement (the "MSA") with Iron Magnolia, LLC ("Iron Magnolia") for a term lasting until no later than November 30, 2024.

17. Iron Magnolia's principals have extensive experience in medical practice operations.

18. Pursuant to the MSA, Iron Magnolia provides all non-clinical management services necessary to operate the Southside Facilities through employees of Iron Magnolia.

19. Clinical services continue to be provided by the Affiliated Entities through employees who are licensed professionals (physicians, nurse practitioners, etc.).

20. Pursuant to the MSA, Iron Magnolia is solely responsible for all expenses associated with the operations of the Southside Facilities.

E. The Iron Magnolia Asset Purchase Agreement

21. Northside Hospital elected not to acquire the Southside Facilities, and none of the physicians working at the Southside Facilities expressed a serious interest in operating the Southside Facilities.

22. The Receiver has continued to market the Southside Facilities, which requires the Receiver to continue operation of those facilities.

23. The Southside Facilities are operating at a substantial deficit and with a paucity of equipment and employees following the Northside Hospital transaction closing.

24. There has been very little interest in the Southside Facilities from other healthcare providers, private equity groups, and physician groups.

25. Iron Magnolia, which has already invested significantly in supporting the operations of the Southside Facilities, is the only entity which has expressed interest in acquiring the Southside Facilities.

26. After considerable negotiation, the Receiver and Iron Magnolia have entered into an Asset Purchase Agreement (the "APA"), a copy of which is attached to this Motion as Exhibit "A."

27. Under the APA, Iron Magnolia would acquire tangible assets consisting of used furniture, fixtures and equipment (defined in the APA as the "**Purchased Assets**"). The Purchased Assets have been fully depreciated and therefore have no book value. After diligent inquiry, the Receiver has determined that the Purchased Assets have a market value of no more than Fifty Thousand Dollars ($50,000.00).

28. While in theory there might be some intangible value arising out of the continuation of a medical practice at those Southside Facilities which remained open during the Receivership, in this case the Receiver has determined that any such value is negated by the disruptions in services at those locations over the past 24 months.

29. In consideration of entry into the APA, the Receivership Estate would receive benefits which far exceed the value of the Purchased Assets, including the following:

1) Iron Magnolia will assume permanent responsibility for the Southside Leases, either via lease assignments or entry into new leases, which in either case will include an express waiver of any ongoing liability on the part of the Receivership Estate or any of the Affiliated Entities. The economic value to the Receivership Estate (which would otherwise be accountable for payment of the remaining rent, either directly or because of early termination claims by the landlords) is as follows:

Facility	Remaining Lease Term[2]	Rent and Expenses for Remaining Term[3]
Peachtree City	~80 months	$901,295
Stockbridge	~17 months	$154,101[4]
Newnan	~101 months	$1,674,027
LaGrange	~77 months	$868,766
	TOTAL	**$3,444,088**

2) Iron Magnolia will assume permanent responsibility for all other contracts and liabilities associated with the operations of the Southside Facilities.

3) Iron Magnolia will assist Magnolia ENT in hiring the licensed professionals currently employed by the Affiliated Entities.

4) Iron Magnolia will assume (or arrange for Magnolia ENT to assume) all PTO liability for any of Affiliated Entities' employees hired by Iron Magnolia or Magnolia ENT.

5) The Receivership Estate would not have to undertake, on behalf of the Affiliated Entities, the burdensome operational and regulatory requirements

[2] Calculated from June 1, 2024, the date on which Iron Magnolia assumed responsibility for the lease expenses pursuant to the MSA.

[3] All are calculated with partial months rounded up or down, as applicable. Includes annual escalations in rent and expenses to the extent set forth in the leases. Where expenses are stated as changing to "actual" during the lease term, the last specified amount was retained.

[4] Lease requires payment of a percentage of expenses as "Additional Rent," but the amount is not specified (and therefore is not included in this calculation).

which would be required in connection with closure of the Southside Facilities, including without limitation the following:

i. The Rules of the Georgia Composite Medical Board (Ga. R. & Regs. §360-3-.02(16)(a)) require physicians to retain patient records for a period of no less than 10 years from the patient's last office visit. In the absence of the APA, the Receiver would be required to pay license fees for the applicable medical record software, including all updates, covering the 10-year period. Upon entry into the APA, Iron Magnolia will undertake all obligations as custodian of the patient records.

ii. Before the Receivership Estate could close the Southside Facilities and discontinue care for patients who still require treatment, it would be required (on behalf of the Sellers) to provide reasonable notice, adequate support, and/or an appropriate referral to another qualified healthcare provider. Failure to do so would expose the Sellers to potential liability based on "patient abandonment." Upon entry into the APA and completion of the practice transition from Sellers to Magnolia ENT, Iron Magnolia will undertake responsibility for all required patient notices.

iii. Should the parties not enter into the APA, the MSA would terminate, including Iron Magnolia's responsibility for paying all expenses associated with the operations of the Southside Facilities. The Receivership Estate would then be faced with paying these expenses for the period required to wind down the operations of the Southside Facilities (in addition to the lease obligations described above, which would survive the closing of the Southside Facilities).

F. Approval and Confirmation of the Iron Magnolia APA

30. Based on the foregoing, the Receiver has determined that entry into the APA with Iron Magnolia represents the highest and best offer for the Purchased Assets and that entry into the APA is in the best interests of the Receivership Estate.

31. A sale under an equitable order such as the proposed sale to Iron Magnolia is subject to confirmation by the Court. O.C.G.A. § 23-4-35.

32. In this context, the Court "has a large discretion vested in [it] in reference thereto." *Id.*; *Leggett v. Ogden*, 248 Ga. 403, 406 n.2 (1981) (*quoting Pledger v. Bank of Lyerly*, 157 Ga. 229 (1923)). The receiver's "duty is to administer the assets in such manner as to receive their

highest value for the benefit of the estate and creditors," and "[i]t is presumed that both the receiver and the judge of the court, in the making and confirmation of the sale, have faithfully discharged their duty." *Northeast Factor & Disc. Co. v. Mortg. Invest., Inc. of Ga.*, 107 Ga. App. 705, 710 (1963) (emphasis added). "Like the judge, the receiver is an officer of the court." *Id.*

33. A receiver may seek confirmation of such sale prior to consummation of the sale. *See CML-GA Smyrna, LLC v. Atlanta Real Estate Invs., LLC*, 294 Ga. 787, 790 (2014) ("Confirmation of a proposed receiver's sale can, and sometimes must, occur before the sale is executed….Indeed, such a sale cannot be deemed to be consummated until confirmed. See O.C.G.A. § 23-4-35. The court did not abuse its discretion in confirming the sale before the contract for sale was executed").

34. An interested party's mere dissatisfaction with a sale is not grounds to challenge or overturn it. Rather, confirmation of a sale may be set aside only when a party points to concrete "facts showing fraud, deception, or excusable mistake." *Pledger v. Bank of Lyerly*, 157 Ga. 229, 229 (1924); *see Palmour v. Roper*, 119 Ga. 10 (1903) (even "inadequacy of price, though gross, is not sufficient to set aside a sale, unless coupled with circumstances giving rise to a presumption of fraud"). No such facts exist or could even be genuinely alleged to exist in this case.

35. The Receiver has determined in his business judgment and based on his experience during the 14 months since his appointment that the proposed sale of the Purchased Assets to Iron Magnolia pursuant to the APA will result in a higher value to the Receivership Estate's creditors than any other disposition of the Purchased Assets.

36. Iron Magnolia will be able to close on the sale promptly and prior to the termination of the MSA, to avoid any unnecessary disruption for patients or employees.

37. Upon approval of the sale under the APA, the Receivership Estate will be able to

avoid $3.4 million in liabilities as discussed in paragraph 29. This will reduce drastically the pool of claims to be paid from remaining funds and therefore increase the Receiver's distribution to the creditors in that pool.

38. The Receiver does not believe there are any other likely sale opportunities respecting the Southside Facilities or the Purchased Assets.

39. If confirmation is denied, the Business will not be able to continue to operate after termination of the MSA and will be shut down immediately.

40. Accordingly, cause exists for the Court, in its discretion, to approve and confirm the sale to Iron Magnolia under the APA.

41. The Receiver requests that the order granting the Motion and Petition expressly state that, pursuant to O.C.G.A. § 9-11-62, such order shall not be stayed during the period after its entry and until an appeal is taken or during the pendency of an appeal.

V. CONCLUSION

WHEREFORE, the Receiver respectfully requests that the Court:

a. conduct a hearing on this Motion and Petition;

b. enter an order granting this Motion and Petition and approving and confirming the sale under the APA; and

c. grant the Receiver such additional relief as the Court deems appropriate under the circumstances.

Respectfully submitted, October 28, 2024.

TAYLOR ENGLISH DUMA LLP

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Attorney for S. Gregory Hays, Receiver

ASSET PURCHASE AGREEMENT

Dated as of _____2024

by and among

ENTI SURGERY CENTER, LLC,

MILTON HALL SURGICAL ASSOCIATES, LLC,

MILTON HALL MANAGEMENT, LLC,

MHSA MANAGEMENT, LLC,

ALPHARETTA SURGERY CENTER, LLC,

HCENTI, LLC,

ENTI ANESTHESIA, LLC,

MILTON HALL TRUST

NUTMEG MANAGEMENT LLC,

MARBLE MANAGEMENT LLC,

and

DRG MEDIA LLC,
(dissolved October 28, 2022)

as Sellers,

IRON MAGNOLIA, LLC, and

MAGNOLIA ENT, LLC

as Buyers,

and

S. GREGORY HAYS,

Solely in his capacity as Receiver

ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (this "Agreement") is made and entered into as of _____2024 (the "Effective Date"), by and among ENTI SURGERY CENTER, LLC, a Georgia limited liability company ("ENTI"), MILTON HALL SURGICAL ASSOCIATES, LLC, a Georgia limited liability company ("MHSA"), MILTON HALL MANAGEMENT, LLC, a Georgia limited liability company ("MH Management"), MHSA MANAGEMENT, LLC, a Georgia limited liability company ("MHSA Management"), ALPHARETTA SURGERY CENTER, LLC, a Georgia limited liability company ("Alpharetta ASC"), HCENTI, LLC, a Georgia limited liability company ("HCENTI"), ENTI ANESTHESIA, LLC, a Georgia limited liability company ("ENTI Anesthesia"), MILTON HALL TRUST ("MH Trust"), NUTMEG MANAGEMENT LLC, a Georgia limited liability company ("Nutmeg"), MARBLE MANAGEMENT LLC, a Georgia limited liability company ("Marble"), DRG MEDIA LLC, a Georgia limited liability company, which dissolved on October 28, 2022, ("DRG" and together with ENTI, MHSA, MH Management, MHSA Management, Alpharetta ASC, HCENTI, ENTI Anesthesia, MH Trust, Nutmeg, and Marble, collectively, "Sellers" and each, a "Seller"), IRON MAGNOLIA, LLC, a Georgia limited liability company ("Management Company") and MAGNOLIA ENT, LLC, a Georgia limited liability company ("ENT Practice") (Management Company and ENT Practice shall collectively be referred to herein as the "Buyer"), and S. Gregory Hays, solely in his capacity as receiver of Sellers and their respective assets (the "Receiver"). Capitalized terms used in this Agreement have the meanings set forth in Article I or in the applicable section cross-referenced in Article I.

RECITALS

A. WHEREAS, Sellers currently own and operate certain medical facilities and formerly operated one surgery center in the State of Georgia that deliver ear, nose and throat specialty services and which are commonly known as the ENT Institute (collectively, the "Facilities").

B. WHEREAS, Sellers and the Facilities were previously owned and/or controlled by Dr. Jeffrey Gallups and since August 2023, all assets of Sellers and the Facilities have been subject to that certain Order Compelling Compliance, Appointing Receiver, and Granting Injunctive Relief issued in that certain Civil Contempt Action No. 2020CV337822 (Fulton. Co. Super. Ct. (Aug. 16, 2023) (the "Contempt Action"), as amended, modified and/or supplemented (collectively, the "Receivership Order"), pursuant to which the Court appointed the Receiver to possess all powers, authorities, rights and privileges with respect to the Purchased Assets (as defined below), including, without limitation, authority and power to sell such Purchased Assets and all powers otherwise described in the Receivership Order or conferred upon a receiver by O.C.G.A §§ 9-8-1, 9-8-3, and 18-2-77.

C. WHEREAS, the Receiver and Sellers entered into an Asset Purchase Agreement with Northside Hospital ("Northside") dated March 14, 2024 pursuant to which Northside purchased certain assets of the Sellers and assumed certain liabilities of the Sellers all as provided

in the Northside Asset Purchase Agreement and the Exhibits, Schedules and Appendices attached thereto (collectively, the "Northside Agreement").

D. WHEREAS, the Sellers, Receiver and Northside closed on the purchase and sale transaction described in the Northside Agreement (the "Northside Closing") on May 31, 2024 (the "Northside Closing Date").

E. WHEREAS, Nancy Jennings, MD ("Jennings") is an owner or controlling party of the Buyer and is also the Petitioner in the civil Contempt Action giving rise to the appointment of the Receiver.

F. WHEREAS, Robin Beatty ("Beatty") is an owner or controlling party of Buyer. Beatty has provided billing and other administrative services for the Acquired Facilities and, along with Jennings, has close and personal knowledge of the operations of the Acquired Facilities.

G. WHEREAS, Sellers desire to sell to Buyer certain of Sellers' assets remaining at the Acquired Facilities after the Northside Closing as provided herein, and Buyer desires to purchase from Sellers such assets and assume certain liabilities of Sellers specified herein, and no others, upon the terms and conditions set forth herein.

H. WHEREAS, Buyer and Sellers intend to effectuate the transactions contemplated by this Agreement through an asset sale pursuant to and in accordance with the Receivership Order.

I. WHEREAS, for the avoidance of doubt and for purposes of allocating the assets purchased hereunder, ENT Practice shall be considered the "Buyer" for all Purchased Assets which require a medical license under applicable law to own and/or operate and Management Entity shall be considered the "Buyer" for all other Purchased Assets.

J. WHEREAS, the execution and delivery of this Agreement, Sellers' ability to consummate the transactions contemplated herein, and Buyer's obligations hereunder, are subject, among other things, to the Sale Order (as such term is hereafter defined) entered by the Court.

K. WHEREAS, the Receiver and Sellers would not enter into this Agreement and the transactions contemplated herein but for the Buyer's (i) assumption of the Acquired Facilities' office leases at the {XX} location and the {XX} location and (ii) the entry into new office lease agreements at the {XX} location and the {XX} location (such lease arrangements being defined as the "Lease Assumption" below) and the resulting avoidance of the landlords' termination claims against the Receivership Estate.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements hereinafter contained, the Parties agree as follows:

TERMS AND CONDITIONS

ARTICLE I. DEFINITIONS

1.1 Definitions. In this Agreement, the following terms have the meanings specified or referred to in this Section 1.1 and shall be equally applicable to both the singular and plural

forms. Any agreement referred to below shall mean such agreement as amended, supplemented and modified from time to time to the extent permitted by the applicable provisions thereof and by this Agreement.

"Acquired Facilities" means the Facilities of Sellers at the following locations: (a) 1000 Commerce Drive, Suite 200, Peachtree City, Georgia; (b) 1595 Highway 34 East, Newnan, Georgia; (c) 1365 Rock Quarry Road, Suite 300, Stockbridge, Georgia; and (d) 1015 Lafayette Parkway, Suite 130, LaGrange, Georgia.

"Action" means any legal action, suit or arbitration, or any inquiry, audit, proceeding or investigation, by or before any Governmental Authority or any contractor acting on behalf of a Governmental Authority.

"Accrued PTO" means any earned but unused vacation pay, sick leave or other paid time off for the Shared Employees as of the Closing Date.

"Affiliate" means any other Person directly or indirectly controlling or controlled by, or under common control with, such specified Person; provided, however, that the Receiver is not an Affiliate of the Sellers under this Agreement.

"Ancillary Documents" means the Bill of Sale and the Assignment and Assumption Agreement.

"Assumed Lease" means any Lease which is the subject of Lease Assumption.

"Assumed Lease Security Deposit" means any security deposit paid by Sellers for Leased Real Property which is the subject of a Lease Assumption.

"Assumed Liabilities" has the meaning specified in Section 2.5.

"Assumed Payor Agreements" has the meaning specified in Section 2.1(n).

"Benefit Plans" means, collectively, any (i) deferred compensation plan, (ii) profit sharing, bonus, or incentive compensation plan, (iii) equity compensation plan, (iv) "welfare plan" (within the meaning of Section 3(1) of ERISA), whether or not subject to ERISA, (v) "pension plan" (within the meaning of Section 3(2) of ERISA), whether or not subject to ERISA, (vi) "employee benefit plan" (within the meaning of Section 3(3) of ERISA, whether or not subject to ERISA), (vii) employment, retirement, retainer, compensation, consulting, retention, indemnification, Section 125, termination, severance or "change in control" agreement or arrangement, (viii) plan, agreement or arrangement providing for "fringe benefits" or perquisites to employees, officers, directors or agents, including but not limited to benefits relating to automobiles, clubs, vacation, child care, parenting, sabbatical, sick leave, tuition reimbursement, medical, dental, hospitalization, life insurance, disability insurance and other types of insurance, whether written or unwritten, and (ix) other employee benefit plan, fund, program, agreement or arrangement, in each case of the preceding clauses, that is or has ever been sponsored, maintained or contributed to or required to be contributed to by Sellers, or to which Sellers are party, or to which contributions

are made or have ever been made, or for which obligations have been incurred, for the benefit of any Shared Employee, or with respect to which Sellers could have any Liability. Notwithstanding anything herein to the contrary, for purposes of this Agreement, "Benefit Plans" shall not include accrued paid time off for the employees of the Acquired Facilities who (a) receive offers of employment from Buyer or an Affiliate of Buyer; and (b) who accept such offer of employment with Buyer or an Affiliate of Buyer.

"Bill of Sale and Assignment and Assumption Agreement" means the Bill of Sale and Assignment and Assumption Agreement, by and among Sellers and Buyer, acknowledged and agreed to by the Receiver, in the form attached hereto as Exhibit A.

"Broker Agreement" has the meaning specified in Section 5.11.

"Business Day" means any day of the year on which national banking institutions in the State of Georgia are open to the public for conducting business and are not required or authorized to close.

"Buyer" has the meaning specified in the Preamble of this Agreement.

"Buyer Damages" has the meaning specified in Section 11.1.

"Buyer Indemnified Parties" has the meaning specified in Section 11.1.

"Claim" means any and all rights, claims, causes of action, defenses, debts, demands, damages, expenses, rights of setoff, recoupment rights, obligations and liabilities of any kind or nature under contract, at law or in equity, known or unknown, contingent or matured, liquidated or unliquidated, and all rights and remedies with respect thereof.

"CLIA" means the Clinical Laboratory Improvements Act, 42 U.S.C. § 201 et seq.

"Closing" has the meaning specified in Section 4.2.

"Closing Date" has the meaning specified in Section 4.2.

"COBRA" means the Consolidated Omnibus Budget Reconciliation Act of 1985.

"Code" means the Internal Revenue Code of 1986, as amended.

"Collective Bargaining Agreement" means any contract or other binding agreement or arrangement (written or oral) with any labor union or organization, collective bargaining agent or other similar employee representative.

"Contract" means any agreement, contract, obligation, lease or sublease, promise, instrument, undertaking or other arrangement (whether written or oral).

"Court" means the Superior Court of Fulton County, State of Georgia, Family Division.

"Damages" has the meaning specified in Section 11.2.

"DCH" means the Georgia Department of Community Health.

"DCH Reports" has the meaning specified in Section 7.2(b).

"Disclosure Schedule" has the meaning specified in Article V.

"Documents" means, in any form, paper, electronic, or otherwise, all books, records, files, invoices, documents, information, lists, plans, materials, policies and procedures.

"Effective Date" has the meaning specified in the Preamble of this Agreement.

"Encumbrance" means, any security interest, lien, collateral assignment, right of setoff, debt, pledge, levy, charge, encumbrance, option, right of refusal, restriction (whether on transfer, disposition or otherwise), other similar agreement terms tending to limit any right or privilege of Sellers under any Contract, lease, deed of trust, hypothecation, indenture, security agreement, easement, license, servitude, proxy, voting trust, transfer restriction under any shareholder or similar agreement, or any other agreement, arrangement, contract, commitment or binding obligation of any kind whatsoever, whether oral or written, or imposed by any applicable law, equity or otherwise, including any encumbrance recognized by the Court in the Sale Order. The Parties acknowledge that Jennings has no Encumbrance on any asset of any Seller, including, without limitation, the Purchased Assets.

"Equipment" means all furniture, fixtures, equipment, operating systems software, registry software, machinery, apparatus, appliances, implements, spare parts, signage, supplies, and all other tangible personal property of every kind and description in which Sellers have an interest as of the date hereof and which are located in or associated with any Acquired Facility as of the date hereof, and which are not Excluded Assets.

"ERISA" means the Employee Retirement Income Security Act of 1974, as amended.

"Exempt Seller" means, collectively, DRG and MH Trust.

"Excluded Assets" has the meaning specified in Section 2.3.

"Excluded Liabilities" has the meaning specified in Section 2.4.

"Facilities" has the meaning specified in the Recitals.

"Fundamental Representations" has the meaning specified in Section 11.3(a).

"Governmental Authority" means any United States federal, state, municipal, local or other governmental or quasi-governmental authority of any nature (including any governmental agency, bureau, board, commission, branch, department, official, entity, or other instrumentality, and any court or other tribunal), regulatory or administrative authority, or any court, tribunal or judicial body having or entitled to exercise jurisdiction.

"Government Programs" means all Medicare and Medicaid programs offered under Title XVIII or Title XIX of the Social Security Act, including without limitation, Medicare Part A, Medicare Part B, Medicare Advantage (also known as Medicare Part C), and the Medicare Prescription Drug Program (Medicare Part D), and any state program of Medical Assistance and any Medicaid fee for service or Medical Managed Care program.

"Indebtedness" means, with respect to any Person, the aggregate amount (including the current portions thereof) of all (i) indebtedness for borrowed money, (ii) obligations evidenced by notes, bonds, debentures or similar instruments, (iii) indebtedness for the deferred purchase price of property or services, (iv) all obligations under any hedging, interest rate hedging, derivative or swap contracts, (v) all leases which are required to be recorded as capital leases in accordance with GAAP, (vi) all obligations guaranteeing any obligation of any other Person, (vii) all obligations under any letter of credit, comfort letter, surety or other bond, (viii) all obligations secured by an Encumbrance on any assets or properties, and (ix) any liability in respect of interest, fees or other charges in respect of any indebtedness referred to in subsections (i) through (viii). Indebtedness of the Sellers does not include any claims for alimony payments owed to Jennings under that certain Divorce Settlement from which the Contempt Action arose.

"Insurance Policies" has the meaning specified in Section 5.8.

"Intellectual Property" means all rights, title and interest, if any, to trade secrets or processes, all confidential or proprietary information, and all other items of intellectual property, whether registered or unregistered (and all rights thereto and applications therefor), all to the extent either owned by or licensed to Sellers, but only to the extent remaining after the Northside Closing and which relates to the Purchased Assets or the Acquired Facilities.

"Inventory" has the meaning specified in Section 2.1(a).

"Knowledge" means, with respect to any matter in question, the actual knowledge of either (i) the Receiver and (ii) any person engaged by the Receiver to assist in the administration of the Sellers' business, after reasonable inquiry, of the matter in question.

"LaGrange Location" means the Acquired Facility located at 1015 Lafayette Parkway, Suite 130, LaGrange, Georgia.

"Lease" has the meaning specified in Section 5.4(a).

"Lease Assumption" means, with respect to the Acquired Facilities, Buyer's assumption of any Lease or entry into a new lease for the Leased Real Property which has the effect of eliminating the applicable landlord's termination claims against the Receivership Estate.

"Leased Real Property" has the meaning specified in Section 5.4(a).

"Legal Requirement" means any federal, state, local, municipal or other administrative Order, constitution, law, ordinance, principle of common law, regulation, rule, statute or treaty. The term "Legal Requirement" shall include, without limitation, the federal Antikickback Law; 42 USC Section 1320a-7b; the Physician Self-Referral law and regulations 42 USC Section 1395nn

and 42 CFR Part 411, Subpart J; the Civil Monetary Penalties Law, 42 USC 1320a-7a and the Civil False Claims Act, 31 USC Section 3729, et seq.

"Liability" means any liability or obligation of any kind, character or description (whether known or unknown, asserted or unasserted, absolute or contingent, accrued or unaccrued, disputed or undisputed, secured or unsecured, vested or unvested, executory, determined or determinable, liquidated or unliquidated, due or to become due, and regardless of when asserted).

"Management Agreement" means the Management Services Agreement dated June 2, 2024 by and among by and among ENTI, MHSA, the Receiver, and Management Company pursuant to which ENTI, MHSA, and Receiver granted Management Company the sole, exclusive authority to manage the Seller's employees regularly assigned to the Acquired Facilities and the operations of the Acquired Facilities.

"Medicaid" has the meaning specified in Section 5.9(b).

"Medicare" has the meaning specified in Section 5.9(b).

"Medicaid Provider Agreements" means any Medicaid provider agreement to which any of Sellers is a party.

"Medicare Provider Agreements" means any Medicare provider agreement to which any of Sellers is a party.

"Order" means any order, injunction, judgment, decree, ruling, writ, assessment or arbitration award of a Governmental Authority.

"Party" or "Parties" means, individually or collectively, Buyer, Sellers, and the Receiver.

"Permits" means all franchises, grants, authorizations, licenses, permits, easements, variances, exceptions, consents, certificates of need, operating certificates, certificates of exemption, accreditations, registrations, approvals, clearances and orders of any Governmental Authority which are necessary or customary for Sellers to own, lease and/or operate its properties and assets after the Northside Closing or to carry on operations at the Acquired Facilities as they were conducted immediately prior to the Northside Closing.

"Permitted Encumbrances" means: (i) liens on any Purchased Assets in existence as of the date hereof and set forth on Schedule ___1.1, (ii) statutory liens for property Taxes and assessments on the Purchased Assets and the Acquired Facilities due and payable after May 31, 2024, including, without limitation, liens for ad valorem Taxes and statutory liens arising other than by reason of any default by Sellers with respect to the Purchased Assets or Acquired Facilities,; and (iii) Taxes, assessments, fees and other charges being contested in good faith by Sellers, the Receiver or Affiliate of Sellers in appropriate proceedings for which an adequate reserve has been made with respect thereto, as required by GAAP, but only to the extent that the Sale Order does not create any Encumbrance on such property that would survive the Sale Order.

"Person" means any individual, corporation, partnership, joint venture, limited liability company, association, joint-stock company, trust, unincorporated organization or Governmental Authority.

"Proceeding" means any action, arbitration, audit, hearing, investigation, litigation, or suit (whether civil, criminal, administrative or investigative) commenced, brought, conducted, or heard by or before, or otherwise involving, any Governmental Authority, contractor acting on behalf of a Governmental Authority, or arbitrator.

"Purchase Price" has the meaning specified in Section 3.1.

"Purchased Assets" has the meaning specified in Section 2.1.

"Receivership Assets" has the meaning provided in the Receivership Order.

"Receivership Order" has the meaning specified in the Recitals.

"Representative" means with respect to a particular Person, any director, officer, employee, agent, consultant, advisor, or other representative of such Person, including legal counsel, accountants and financial advisors.

"Sale Order" means the Order of the Court that has been approved by Buyer, Seller, and the Receiver, and containing provisions, including without limitation, among other things, (1) vesting the Purchased Assets in the Buyer, free and clear of all Claims and Encumbrances (other than Permitted Encumbrances), (2) authorizing and approving the sale of the Purchased Assets to Buyer and the other transactions contemplated herein, on the terms and conditions set forth herein, free and clear of all Claims and Encumbrances (other than Permitted Encumbrances), (3) authorizing and approving, the assumption and assignment of the Assumed Liabilities, (4) authorizing the retention by the Sellers of all Excluded Liabilities, (5) providing that this Agreement and the transactions contemplated herein are undertaken by Buyer and Sellers at arm's length, without collusion, and in good faith, and do not constitute a fraudulent transfer in any respect, including, without limitation, under any state or federal law that permits the avoidance of fraudulent or preferential transfers, (6) confirming and acknowledging that none of Buyer or its Affiliates is or will be deemed a successor (or successor-in-interest or similar) to any of the Receivership, the Sellers or their Affiliates, whether by virtue of the transactions contemplated herein constituting a de facto merger, mere continuation, or similar transaction, or otherwise, and (7) discharging the Receiver from all liability in the performance of the Receiver's duties, other than acts constituting fraud or willful misconduct.

"Seller Damages" has the meaning specified in Section 11.2.

"Sellers" has the meaning specified in the Preamble of this Agreement.

"Sellers of the Acquired Facilities" means, collectively, all Sellers, except for ENTI, DRG and MH Trust, in each case solely to the extent that ENTI, DRG and/or MH Trust do not hold (or

purport or allege to hold) any right, title or interest in or to the Purchased Assets or otherwise have any control over or interest in the Acquired Facilities.

"Shared Employees" means those physicians and mid-level providers who, pursuant to and during the term of the Management Agreement, may be employed to provide medical services on behalf of both the Sellers and the ENT Practice, in each case at the Management Company's sole expense.

"Tax" or "Taxes" (and with correlative meaning, "Taxable" and "Taxing") means (i) any federal, state, provincial, local, foreign or other income, alternative, minimum, add-on minimum, accumulated earnings, personal holding company, franchise, capital stock, net worth, capital, profits, intangibles, windfall profits, gross receipts, value added, sales, use, goods and services, excise, customs duties, transfer, conveyance, mortgage, registration, stamp, documentary, recording, premium, severance, environmental, natural resources, real property, personal property, ad valorem, intangibles, rent, occupancy, license, occupational, employment, unemployment insurance, social security, disability, workers' compensation, payroll, health care, withholding, estimated or other similar taxes, duties, levies or other governmental charge or assessment or deficiencies thereof (including all interest and penalties thereon and additions thereto whether disputed or not) and (ii) any liability of another Person under Treasury Regulation § 1.1502-6, as a transferee or successor, by contract or otherwise in respect of any items described in clause (i) hereof.

"Tax Return" means any return, report or similar statement filed or required to be filed with respect to any Taxes (including any attached schedules or documents), including any information return, claim for refund, amended return or declaration of estimated Tax, or any Form 990 or similar state or local return.

"Transaction" means the transactions contemplated herein.

"Transfer Taxes" has the meaning specified in Section 8.1(a).

"WARN Act" means the Worker Adjustment and Retraining Notification Act, and any similar state or local law relating to plant closings and layoffs.

1.2 Other Definitional and Interpretive Matters.

(a) Unless otherwise expressly provided, for purposes of this Agreement, the following rules of interpretation shall apply:

(i) Calculation of Time Period. When calculating the period of time before which, within which or following which any act is to be done or step taken pursuant to this Agreement, the date that is the reference date in calculating such period shall be excluded. If the last day of such period is a non-Business Day, the period in question shall end on the next succeeding Business Day.

(ii) Dollars. Any reference in this Agreement to $ shall mean U.S. dollars.

(iii) Exhibits/Schedules. All Exhibits and Schedules annexed hereto or referred to herein are hereby incorporated in and made a part of this Agreement as if set forth in full herein. Any capitalized terms used in any Schedule or Exhibit but not otherwise defined therein shall be defined as set forth in this Agreement.

(iv) Gender and Number. Any reference in this Agreement to gender shall include all genders, and words imparting the singular number only shall include the plural and vice versa.

(v) Headings. The provision of a Table of Contents, the division of this Agreement into Articles, Sections and other subdivisions and the insertion of headings are for convenience of reference only and shall not affect or be utilized in construing or interpreting this Agreement. All references in this Agreement to any "Section" or "Article" are to the corresponding Section or Article of this Agreement unless otherwise specified.

(vi) Herein. The words such as "herein," "hereof" and "hereunder" refer to this Agreement as a whole and not merely to a subdivision in which such words appear unless the context otherwise expressly requires.

(vii) Including. The word "including" or any variation thereof means "including, without limitation" and shall not be construed to limit any general statement that it follows to the specific or similar items or matters immediately following it.

(viii) And/or. The word "or" is used in the inclusive sense of "and/or".

(b) No Strict Construction. The Parties participated jointly in the negotiation and drafting of this Agreement and, in the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as jointly drafted by the Parties and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any provision of this Agreement.

(c) Effect of Northside Agreement. The Parties acknowledge and agree that (i) the Northside Closing occurred prior to the Closing of the transactions contemplated by this Agreement; and (ii) the Purchased Assets, the Assumed Contracts, and the Assumed Liabilities shall not include any assets, contracts, or liabilities purchased, acquired or assumed by Northside as part of the Northside Closing, pursuant to the terms of the Northside Agreement.

ARTICLE II. PURCHASE AND SALE OF ASSETS

2.1 Purchased Assets. Upon the terms and subject to the conditions of this Agreement and in accordance with the Sale Order, on the Closing Date, Sellers shall sell, transfer, assign, convey and deliver, or cause to be sold, transferred, assigned, conveyed and delivered, to Buyer, free and clear of all Claims and Encumbrances (other than Permitted Encumbrances), all right, title and interest of Sellers in all of the properties and assets of Sellers (other than the Excluded Assets) which Seller owns or leases with right to convey as of the date hereof and used

at or in connection with, or otherwise relating as of the date hereof to an Acquired Facility set forth below (herein, collectively referred to as the "Purchased Assets"):

(a) all inventories of medical supplies, drugs and pharmaceuticals, supplies and other disposables and consumables relating to the Acquired Facilities and maintained, held or stored by or for Sellers at the Acquired Facilities and remaining after the Northside Closing (the "Inventory");

(b) all Equipment and personal property which is owned by Sellers and used by Sellers at an Acquired Facility as set out in–Attachment 1 to the Bill of Sale and Assignment and Assumption Agreement;

(c) each Permit and pending applications therefor (if any), including the rights and interests of Sellers of the Acquired Facilities in and to consents, certificates of need (or exemptions or waivers therefrom issued by any Governmental Authority having jurisdiction over such matters), determination letters, certificates (including CLIA certification), licenses, registrations, permits, accreditations, waivers, and governmental authorizations issued, granted, given or otherwise made available to a Seller by or under the authority of any Governmental Authority or pursuant to a Legal Requirement with respect to an Acquired Facility and/or the Purchased Assets of an Acquired Facility, but only if and to the extent such Permit, certificate of need, determination letter, license or other governmental authorization is transferrable;

(d) all Intellectual Property and any social media accounts remaining after the Northside Closing which are associated with the Acquired Facilities and/or their associated Purchased Assets;

(e) all telephone numbers, emails, domain names, websites, remote access portals and other directory listings remaining after the Northside Closing and which are or were used in connection with the Acquired Facilities and/or their associated Purchased Assets;

(f) all goodwill associated with the Acquired Facilities and/or their associated Purchased Assets;

(g) all of Sellers' respective rights under the Assumed Contracts (as defined at Section 2.6 below) to be listed by Buyer on Schedule 2.6(a) attached hereto, together with all Documents related to such Assumed Contracts;

(h) all Assumed Lease Security Deposits;

(i) [Reserved]

(j) to the extent such insurance policy is severable with respect to the Purchased Assets or any Assumed Liability, all such rights to insurance policies, and rights to proceeds thereof, relating or allocable to any Purchased Asset or Assumed Liability;

(k) copies of personnel records for all Shared Employees (defined at Section 8.2 below) of the Acquired Facilities;

(l) medical records for all patients who have received services at the Acquired Facilities during the five-year period immediately preceding the Closing Date, it being understood that Buyer shall bear all costs incurred in obtaining copies of such records;

(m) patient data, in an instance of Athena software or elsewhere, for all patients who have received services at the Acquired Facilities during the five-year period immediately preceding the Closing Date, it being understood that Buyer shall bear all costs incurred in obtaining such data;

(n) all third-party payor agreements with commercial insurers and other non-governmental third-party payors which may be requested by Buyer at any time during the term of the Management Agreement (the "Assumed Payor Agreements") to the extent such agreements are assignable, it being agreed that Buyer shall be responsible for all costs incurred in effecting such assignment;

(o) RESERVED

(p) RESERVED

(q) any other assets requested for assignment by Buyer pursuant to Section 2.6; and

(r) All other or additional privileges, rights and interests associated with the Purchased Assets of every kind and description.

2.2 Legal Actions. Nothing set forth herein shall constitute an assignment of any rights of Sellers or Receiver to bring any legal action against any person or entity arising out of or in connection with the operations of the Sellers prior to the appointment of the Receiver (including without limitation any fraud, negligence, failure to meet applicable fiduciary responsibilities, or other mismanagement (collectively, "Management Fraud"); provided, however, that the Parties acknowledge and agree that the foregoing does not negate any rights of Jennings to pursue her own separate legal actions against Sellers, Sellers' Representatives, and any other person or entity, whether or not arising out of or in connection with the operations of the Sellers prior to the appointment of the Receiver.

2.3 Excluded Assets. Nothing contained herein shall be deemed to sell, transfer, assign or convey the Excluded Assets to Buyer, and Sellers shall retain all right, title and interest and liabilities to, in and under the Excluded Assets. Except as expressly set forth elsewhere herein, for all purposes of and under this Agreement, the term "Excluded Assets" shall mean:

(a) All accounts receivable of any Seller;

(b) all Facilities that are not Acquired Facilities;

(c) RESERVED

(d) any rights of Sellers or Receiver to bring any legal action against any person or entity arising out of or in connection with the operations of the Sellers prior to the appointment of the Receiver (including without limitation any fraud, negligence, failure to meet applicable fiduciary responsibilities, or other mismanagement (collectively, "Management Fraud").

(e) all contracts of Sellers that are not Assumed Contracts;

(f) all cash and cash equivalents, including checks, commercial paper, treasury bills, certificates of deposit and other bank deposits;

(g) all minute books, ledgers, corporate seals and member certificates, if any, of Sellers;

(h) all rights of Sellers under this Agreement;

(i) all Benefit Plans;

(j) any and all rights, claims or causes of action of Sellers against third parties arising out of events occurring prior to the Closing Date and any and all rights, claims or causes of action of Sellers against third parties with respect to the Excluded Assets arising out of events occurring after the Closing Date;

(k) all rights under insurance policies for any refunds for unearned premiums and all rights relating to claims for losses related exclusively to any Excluded Asset;

(l) any deposits or prepaid charges and expenses paid prior to the Closing Date that are not Assumed Lease Security Deposits;

(m) All payor agreements with federal and/or state Government Programs to which Sellers are a party, including but not limited to Medicare Provider Agreement(s), Medicaid Provider Agreement(s) and any provider agreements maintained by Sellers for TRICARE, VA, and the like.

(n) all personnel records and other records and files that Sellers are required by law to retain in their possession;

(o) all rights with respect to any Proceeding pending as of the Closing Date;

(p) all Documents relating exclusively to an Excluded Asset; and

(q) all assets designated as Excluded Assets by Buyer pursuant to the last sentence of Section 2.1.

2.4 Excluded Liabilities. Notwithstanding any provision in this Agreement to the contrary, Buyer (and Affiliates of Buyer) shall not assume and shall not be obligated to assume or be obliged to pay, perform or otherwise discharge any Liability of Sellers or the Receiver, whether

presently in existence or arising hereafter, known or unknown, disputed or undisputed, contingent or non-contingent, liquidated or unliquidated, or otherwise, other than the Assumed Liabilities (collectively the "Excluded Liabilities"). For the avoidance of doubt, the concept of Excluded Liabilities is intended to be construed as broadly as possibly under applicable law, and shall include, without limitation, the following:

(a) any Liability of Sellers or their directors, officers, members, or agents (acting in such capacities), arising out of, or relating to, this Agreement or the transactions contemplated by this Agreement, whether incurred prior to, at or subsequent to the Closing Date, including, without limitation, all finder's or broker's fees and expenses and any and all fees and expenses of any Representatives of Sellers or the Receiver;

(b) any Liability relating to events or conditions occurring or existing in connection with or arising out of the Facilities as operated by Sellers, or the ownership, possession, use, operation or sale or other disposition prior to the Closing Date of any Purchased Assets (or any other assets, properties, rights or interests associated, at any time prior to the Closing Date, with the Facilities), including any accounts payable, trade obligations, accrued payroll (other than all payroll obligations with respect to the Shared Employees, which is Management Company's sole liability), and other compensation (other than the compensation of the Shared Employees);

(c) any Liability to any Persons at any time employed by Sellers at any time prior to the Closing or to any such Person's spouses, children, other dependents or beneficiaries, with respect to incidents, events, exposures or circumstances occurring at any time prior to the Closing and during the period or periods of any such person's employment by Sellers or its predecessors-in-interest, whenever such claims mature or are asserted, including without limitation, all Liabilities arising out of circumstances or occurrences prior to Closing (i) under the Benefit Plans, (ii) under any employment, wage and hour restriction, equal opportunity, discrimination, plant closing or immigration and naturalization laws, (iii) under any collective bargaining laws, agreements or arrangements or (iv) in connection with any workers' compensation or any other employee health, accident, disability or safety claims;

(d) all Liabilities of Sellers, including with respect to the Acquired Facilities, in connection with claims of professional malpractice or tort;

(e) all Liabilities of Sellers, including with respect to the Acquired Facilities, including but not limited to past due rents, unpaid bills, and claims of any kind related thereto, including without limitation penalties, fines, liquidated damages, or other remedies for breach of any Leases prior to Closing ("Lease Obligation") with respect to the Acquired Facilities;

(f) any Liability relating to the Purchased Assets connected with, arising out of or relating to: (i) environmental laws, (ii) claims relating to employee health and safety, including claims for injury, sickness, disease or death of any Person or (iii) compliance with any Legal Requirement relating to any of the foregoing, in each case, arising out of occurrences prior to Closing;

(g) any Liability under the WARN Act or similar state law, including Liability caused by any action of any Seller prior to Closing with respect to its employees;

(h) any Liability arising under or related to the Benefit Plans;

(i) any Liabilities owed to Sellers' employees other than the Assumed PTO Liability defined under Section 2.5 below;

(j) any Liability, known or unknown, fixed, contingent or otherwise, the existence of which is a breach of, or inconsistent with, any representation, warranty, covenant, obligation or agreement of Sellers set forth in this Agreement or in any of the other Ancillary Documents;

(k) any Liability for Taxes imposed, levied or arising out of facts occurring prior to Closing, including this Transaction, including, without limitation, Taxes attributable to, resulting from, or otherwise arising from the transaction contemplated by this Agreement or any sales tax or transfer tax owed by Sellers or any Affiliate of Sellers with respect to this Transaction, and any Taxes attributable to the Purchased Assets or the Acquired Facilities with respect to periods prior to the Closing;

(l) any Liability to any Person or Sellers on account of any Action or Proceeding related to any Seller prior to Closing;

(m) any Liability under any Collective Bargaining Agreement;

(n) any Liability in connection with any Seller's workers' compensation trust;

(o) any Liability on account of any private sector cost reimbursement programs or insurance coverage arising out of occurrences prior to Closing;

(p) any experience ratings maintained by taxing authorities such as unemployment boards with respect to any Seller;

(q) any Liability relating to or arising out of any ownership or operation of an Excluded Asset;

(r) to the extent that such is not an Assumed Contract, all Liabilities arising out of or pursuant to any Sellers' participation in or any arrangement or Contract with a managed care organization or other private payor to which any Seller is a party or is otherwise bound as of Closing; and

(s) any Liabilities of Sellers arising out of or related to Contracts that are not Assumed Contracts.

2.5 Assumed Liabilities. The liabilities to be assumed by Buyer as of the Closing Date as part of the transactions contemplated by this Agreement consist of the following liabilities of the Sellers related to the Purchased Assets and/or the Acquired Facilities (the "Assumed Liabilities") and no others.

(a) The Assumed Leases;

(b) all liabilities and obligations for Accrued PTO to which any Shared Employee is entitled pursuant to the vacation, personal or sick policies applicable to such Shared Employee immediately prior to the Closing Date (the "**Assumed PTO Liability**").

(c) Assumption of the Seller's obligations under any Assumed Contract which Buyer chooses to assume, but only as of the date on which the Assignment and Assumption Agreement is executed and any applicable consent is received from the other party; and

(d) Liability for any Lease Termination Claims which result from Buyer's failure to enter into a Lease Assumption which fails to mitigate the Receiver's liability for a Lease Termination Claim.

(e) All of the expenses related to all of the locations being managed by the Management Company under and during the term of the Management Agreement.

2.6 Assignments and Assumed Contracts.

(a) At any time before Closing, Buyer shall have the right to designate any Contract(s) of Sellers for assumption and assignment, to the extent not previously assumed by Northside as part of the Northside Closing pursuant to the terms of the Northside Agreement and which are used at or in connection with or otherwise relating to any of the Acquired Facilities, which shall be designated by Buyer and set forth on Section 2.6(a), as may be updated or amended in accordance with this sentence (collectively, the "Assumed Contracts"), and the Parties shall execute whatever documents are reasonably necessary to effectuate Buyer's assumption of the Assumed Contracts and assignment of any such asset(s). Except for the Assumed Contracts and other Purchased Assets, Buyer shall not assume any Contracts relating to Sellers or the operation of the Acquired Facilities. Except for Assumed Contracts and other Purchased Assets, Buyer will not incur or be subject to any liability arising under or relating to any of Sellers' Contracts.

(b) In the case of licenses, certificates, approvals, authorizations, and other commitments included in the Purchased Assets that cannot be transferred or assigned effectively without the consent of third parties, including Governmental Authorities, which consent has not been obtained prior to the Closing (after giving effect to the Sale Order), Sellers shall, subject to any approval of the Court that may be required, reasonably cooperate with Buyer, at the sole cost and expense of Buyer, in endeavoring to obtain such consent.

ARTICLE III. PURCHASE PRICE

3.1 Purchase Price. The consideration for the sale, assignment and conveyance of Sellers' right, title and interest in, to and under the Purchased Assets shall be Buyer's assumption of (i) the Assumed Liabilities associated with the Acquired Facilities, (ii) the Assumed Contracts, (iii) the Lease Assumptions and (iv) the Assumed PTO Liability, all of which will reduce actual and potential claims against the Receivership Assets (the "Purchase Price").

3.2 Allocation of Purchase Price. The Purchase Price shall be allocated among the Purchased Assets in a manner mutually agreeable to the Parties within sixty (60) days of Closing. Each of Buyer and Sellers (and any Affiliates thereof) agrees that it will (and will cause its Affiliates to) (a) file Tax Returns in a manner consistent in all respects with such allocation; (b) not take (and will cause its Affiliates not to take) any position that is inconsistent with such allocation.

ARTICLE IV. CLOSING.

4.1 Closing Mechanics. Buyer and Sellers intend to consummate Buyer's purchase of the Purchased Assets and assumption of the Assumed Liabilities pursuant to the Sale Order, which includes at the Closing:

(a) the assumption by Buyer of the Assumed Liabilities; and

(b) the assumption by Buyer of the Assumed Contracts and Lease Assumptions.

4.2 Closing Date. Except as provided in Article X, upon the terms and subject to the satisfaction of the conditions and contingencies contained in Article IX (or the waiver thereof by the Party entitled to waive the condition; provided, however, that Sellers' obligation to deliver the Sale Order is not subject to waiver by any Party), the closing of the sale of the Purchased Assets and the assumption of the Assumed Liabilities contemplated hereby (the "Closing") shall take place at a location and time mutually agreed upon by the Parties, as soon as reasonably possible following satisfaction of the condition set forth in Section 9.1(a) herein, provided, however, that all of the other the conditions set forth in Article IX have been satisfied or waived (other than the conditions which by their nature are to be satisfied at the Closing, but subject to the satisfaction or waiver of such conditions), and shall be deemed to have occurred at 12:01 a.m. on such day. Such date and time is hereinafter referred to as the "Closing Date."

4.3 Buyer's Additional Deliverables. At or prior to the Closing, Buyer shall deliver to Sellers:

(a) the Bill of Sale and Assignment and Assumption Agreement, duly executed by Buyer;

(b) such landlord or other necessary third-party consents, acknowledgments, waivers, assignments, and/or new lease agreements with respect to the real estate leases for the Acquired Facilities, and in each instance in form and substance reasonably satisfactory to Buyer and approved by Seller;

(c) such other assignments and other good and sufficient instruments of assumption and transfer, in form reasonably satisfactory to Sellers, as Sellers may reasonably request to transfer and assign the Assumed Liabilities to Buyer.

4.4 Sellers' Deliverables. At or prior to (as specified below) the Closing, Sellers shall deliver or cause to be delivered to Buyer all of the following:

(a) the Sale Order;

(b) the Bill of Sale and Assignment and Assumption Agreement, duly executed by Sellers and acknowledged and agreed to by the Receiver;

(c) Reserved.

(d) Reserved.

(e) Reserved.

(f) such other bills of sale, endorsements, assignments and other good and sufficient instruments of conveyance and transfer, in form reasonably satisfactory to Buyer, as are necessary or otherwise customary to vest in Buyer all the right, title and interest of Sellers in, to or under any or all the Purchased Assets and other transfer tax forms, affidavits and certificates customarily delivered in connection therewith.

4.5 Continuation of Management Agreement.

(a) The Parties acknowledge and agree that certain change of ownership requirements, approvals from Governmental Authorities, and managed care processes (the "Transition Processes") may not be completed by Buyer prior to the Closing Date. Accordingly, upon entry into this Agreement, the Parties agree that notwithstanding the Closing and anything to the contrary contained in the Management Agreement, the term of the Management Agreement (and Buyer's management of the Shared Employees on behalf of the Sellers pursuant to the Management Agreement) may continue until the earlier of (x) the date on which Buyer notifies Sellers that the Transition Processes are completed, or (y) November 30, 2024 (collectively, the "Extended Management Period").

ARTICLE V. REPRESENTATIONS AND WARRANTIES OF SELLERS

As an inducement to Buyer to enter into this Agreement and to consummate the transactions contemplated hereby, Sellers, jointly and severally, represent and warrant to Buyer that the statements contained in this Article V are correct and complete as of the Effective Date and will be correct and complete as of the Closing, except as set forth in the disclosure schedule accompanying this Agreement (the "Disclosure Schedule"). The Disclosure Schedule will be arranged in sections corresponding to the lettered and numbered sections and subsections contained in this Article V. Notwithstanding the DRG specific exceptions set forth below, if DRG is reinstated with the Georgia Secretary of State at any time, such exceptions applicable to DRG as of the date hereof shall no longer be applicable and shall be read out of this Agreement (except the specific reference to DRG as an Exempt Seller for purposes of the first sentence of Section 5.1).

5.1 Organization and Standing. Based solely on the Good Standing Certificates issued by the Georgia Secretary of State as to a Seller, each Seller, other than an Exempt Seller, is in good standing under the laws of the State of Georgia. Pursuant to the Receivership Order and Sale Order, each Seller, other than DRG, has the requisite authority to own the Purchased Assets owned by it and, except as otherwise scheduled in this Agreement, to carry on its respective business as the same is now being conducted. Pursuant to the Receivership Order and Sale Order, Sellers, other than DRG, have full corporate power and authority to own or lease and to operate

and use the Purchased Assets and to carry on the Acquired Facilities as conducted immediately following the Northside Closing.

5.2 Authority.

(a) In accordance with the Sale Order, the Receiver, on behalf of the Sellers, other than DRG, has full power and authority to execute, deliver and perform this Agreement and each of the Ancillary Documents to which Sellers are a party. The execution, delivery and performance of this Agreement and such Ancillary Documents by Sellers have been duly authorized and approved in accordance with the Sale Order, it being agreed that DRG, being dissolved prior to the Receivership Order, has no capacity to own or operate any asset. Each of this Agreement and the Bill of Sale and Assignment and Assumption Agreement has been duly authorized by the Sale Order and executed and delivered by Sellers under the authority of the Sale Order, and, as provided in the Sale Order and other than with respect to DRG, is the legal, valid and binding obligation of Sellers enforceable in accordance with its terms.

(b) Subject to the entry of the Sale Order, and subject in all respects to the effect of the Northside Closing on the operation of the Acquired Facilities, neither the execution and delivery of this Agreement or any of the Ancillary Documents or the consummation of any of the transactions contemplated hereby or thereby nor compliance with or fulfillment of the terms, conditions and provisions hereof or thereof with respect only to the Acquired Facilities and the Purchased Assets, will conflict with, result in a breach of the terms, conditions or provisions of, or constitute a violation, default or an event of default, or permit the acceleration of any Liability or obligation, under (i) any articles of formation, trust agreement, charter (or similar governing instrument) or operating agreement or bylaws (or similar governing document) of Sellers, other than DRG, (ii) any Permits, (iii) any Order to which Sellers are bound or any Purchased Asset is subject, or (iv) any Legal Requirement affecting Sellers or the Purchased Assets.

5.3 Subsidiaries. To Sellers' Knowledge, Sellers do not, directly or indirectly, own, of record or beneficially or through a nominee agreement, any outstanding voting securities, membership interests or other equity interests in any Person.

5.4 Leased Real Property; Personal Property and Inventory.

(a) Sellers do not own any real property. Sellers have no knowledge of any obligation or option to acquire any real property. Schedule 5.4(a) sets forth a complete and accurate list and description of all leases, licenses, subleases, concessions, occupancy agreements and other agreements (written or oral), together with all amendments thereto, with respect to all Acquired Facilities in which a Seller has a leasehold or subleasehold interest (whether as a lessor or lessee) or is a grantee pursuant to a license, concession or other right to use or occupy any land, buildings, improvements, fixtures or other interest in real property which is used in the operation of the business of Sellers with respect to the Acquired Facilities (each, a "Lease" and collectively, the "Leases"; the property covered by a Lease is referred to herein as the "Leased Real Property"). The Leased Real Property

comprises all of the real property occupied, leased, operated or used by Sellers with respect to the Purchased Assets and the Acquired Facilities.

(b) Except as provided in the Receivership Order, or the Sale Order, no Seller has assigned, subleased, licensed or otherwise granted any Person the right to use or occupy any Leased Real Property as set forth on Schedule 5.4(b). or any portion thereof.

(c) Schedule 5.4(c) contains a complete and accurate list of all leases (including any capital leases) and lease-purchase arrangements to which a Seller of an Acquired Facility is obligated to pay, after the Northside Closing, for an item of personal property that Northside has not acquired in accordance with the terms of the Northside Agreement and that is used in an Acquired Facility.

5.5 Title to Purchased Assets. Pursuant to the Receivership Order and in accordance with the Sale Order, the Sellers, individually or collectively, are the sole owner(s) and have good, valid, and marketable title to or a valid leasehold interest in all of the Purchased Assets. The Sale Order has ordered that the Purchased Assets are free and clear of all Claims and Encumbrances, including any Tax liens, other than Permitted Encumbrances, and Sellers hereby represent and warrant that the Purchased Assets are free and clear of any and all Claims and Encumbrances as of Closing (other than Permitted Encumbrances) to the same extent set out in the Sale Order above. All tangible Purchased Assets are in the possession of Sellers and will be located at the Acquired Facilities on the Closing Date. Except as contemplated by the Management Agreement, the Purchased Assets are not shared with or used by any other Person except Sellers, whether through a sublease, joint venture, office-sharing agreement or other written or oral arrangement. Upon delivery to Buyer on the Closing Date of the instruments of transfer contemplated by Section 4.4, Buyer will have good, valid, and marketable title to or a valid leasehold interest in all of the Purchased Assets, free and clear of all Claims and Encumbrances (other than Permitted Encumbrances).

5.6 RESERVED.

5.7 Litigation. Except: (i) for the Receivership Order, and any and all Proceedings pending in the Court arising from or related to the Receivership Order, and (ii) as set forth in Schedule 5.7, there is no pending Action or Proceeding by or against Sellers or relating to the Acquired Facilities or any of the Purchased Assets, or, to Sellers' Knowledge, threatened against or affecting Sellers or relating to the Acquired Facilities or any of the Purchased Assets. None of the Actions set forth on Schedule 5.7 would reasonably be expected to have an adverse effect on the Acquired Facilities or any of the Purchased Assets after taking into account the operation of the Sale Order.

5.8 RESERVED.

5.9 RESERVED.

5.10 RESERVED

5.11 No Broker. No broker, investment banker, financial advisor or other Person is entitled to any broker's, finder's, financial advisor's or other similar fee or commission in

connection with the transactions contemplated by this Agreement, based upon arrangements made by or on behalf of Sellers or any of its respective Affiliates.

5.12 Employment Matters.

(a) Other than the Shared Employees, the Receiver has no employees working at or providing any service at an Acquired Facility. The Buyer has full financial responsibility for all aspects of the Shared Employes' employment by the Sellers. .

(b) No Seller is party to any Collective Bargaining Agreement.

5.13 RESERVED.

5.14 No Other Representations; Acknowledgement. The Buyer acknowledges and agrees that the representations and warranties of the Sellers set forth in this Agreement and the Ancillary Documents constitute the sole and exclusive representations and warranties of the Sellers or any other Person with respect to (i) any of the Purchased Assets, the Acquired Facilities, (ii) the Acquired Facilities and associated Purchased Assets and (iii) the negotiation, execution, delivery or performance of this Agreement and the Ancillary Documents by the Sellers. The Buyer is not relying upon any representations or warranties other than those set forth in this Agreement and the Ancillary Documents in connection with the Buyer's decision to enter into this Agreement and the Ancillary Documents and consummate the transactions contemplated hereby and thereby, and the Buyer acknowledges and agrees that all other representations and warranties of any kind or nature, written or oral, statutory, express or implied, are specifically disclaimed by the Receiver and the Sellers.

5.15 Buyer acknowledges and agrees that the Purchased Assets are being acquired on an AS-IS, WHERE-IS, WITH ALL FAULTS basis and, except as expressly set forth in this Agreement, no person or entity makes any representations or warranties, whether express or implied, about the Purchased Assets, the Acquired Facilities, any information provided to the Buyer, and its representatives, or any other matter.

ARTICLE VI. REPRESENTATIONS AND WARRANTIES OF BUYER

As an inducement to Sellers to enter into this Agreement and to consummate the transactions contemplated hereby, Buyer hereby represents and warrants to Sellers and agrees as follows:

6.1 Organization and Standing. Buyer is duly organized pursuant to the laws of the State of Georgia and is validly existing under the laws of the State of Georgia. Buyer has full power and authority to own or lease and to operate and use its properties and assets and to carry on its business as now conducted, except as requiring approval or consent of any Governmental Authority.

6.2 Capacity; Authority; Consents.

(a) Subject to the entry of the Sale Order, Buyer has full power and authority to execute, deliver and perform this Agreement and all of the Ancillary Documents to

which it is a party. The execution, delivery and performance of this Agreement and such Ancillary Documents by Buyer have been duly authorized and approved and do not require any further authorization or consent of Buyer. This Agreement has been duly authorized, executed and delivered by Buyer and is the legal, valid and binding agreement of Buyer enforceable against Buyer in accordance with its terms, and each Ancillary Document to which Buyer is a party has been duly authorized by Buyer and upon execution and delivery by Buyer, subject to the entry of the Sale Order, will be a legal, valid and binding obligation of Buyer enforceable against Buyer in accordance with its terms, except as (i) enforceability may be limited by bankruptcy, insolvency, reorganization or other similar laws affecting creditors' rights generally and (ii) the remedy of specific performance and injunctive and other forms of equitable relief may be subject to equitable defenses.

(b) Subject to the entry of the Sale Order, and as otherwise noted in Section 6.1 above, neither the execution and delivery of this Agreement or any of such Ancillary Documents or the consummation of any of the transactions contemplated hereby or thereby nor compliance with or fulfillment of the terms, conditions and provisions hereof or thereof will:

(i) conflict with, result in a breach of the terms, conditions or provisions of, or constitute a default, or an event of default under (1) Buyer's organizational documents, (2) any Order to which Buyer is a party or by which it is bound or (3) any Legal Requirement affecting Buyer; or

(ii) require the approval, consent, authorization or act of, or the making by Buyer of any declaration, filing or registration with, any Person, other than filings with the Court or under anti-trust or competition laws.

6.3 No Brokers or Finders. Neither Buyer nor any affiliate of Buyer has engaged any finder or broker in connection with the transactions contemplated hereby.

ARTICLE VII. COVENANTS PENDING THE CLOSING

7.1 Third Party Consents; Permits. Prior to Closing Date, Sellers of the Acquired Facilities shall use best efforts to cooperate with Buyer to secure any third party consents that Buyer reasonably deems necessary to consummate the transactions contemplated hereby, to the extent such consents are not provided for or satisfied by the Sale Order; provided that none of the Receiver, Sellers nor Buyer shall have any obligation to offer or pay any consideration in order to obtain any such consents, approvals or waivers.

7.2 Governmental Approvals and Related Matters.

(a) Subject to the provisions of Section 4.5(a), commencing as of the date of entry of the Sale Order, Buyer shall file any required applications with Governmental Authorities, as may be necessary to enable Buyer to obtain on or as soon as practicable after the Closing Date, any additional licenses, permits, approvals, consents, certificates, registrations, and authorizations (whether governmental, regulatory, or otherwise), as may

be necessary for the lawful operation of the Acquired Facilities or use of the Purchased Assets from and after the Closing Date.

(b) Sellers of the Acquired Facilities and the Receiver shall submit or cause to be submitted any required documentation to obtain the Sale Order as promptly as possible after the Effective Date, together with any other filings necessary or appropriate to consummate the transactions contemplated in this Agreement; provided that Sellers or the Receiver shall provide Buyer with drafts of any and all filings, pleadings and/or proposed orders to be filed or submitted in connection with this Agreement for Buyer's prior review and comment and shall cooperate with Buyer to make reasonable changes prior to filing. Any filing or other fees and other out-of-pocket expenses other than attorneys' fees associated with the Receiver and/or Sellers obtaining the Sale Order shall be paid by Buyer. None of Buyer, the Receiver nor Sellers shall take any action, or fail to take any action, prior to the Closing that might prevent the fulfillment and execution of the Sale Order, or otherwise violate or cause to go unsatisfied the terms of the Sale Order.

(c) During the period prior to the Closing Date, Sellers and Buyer shall act diligently and reasonably, and shall cooperate with each other, to do or cause to be done, all things necessary, proper or advisable consistent with applicable Legal Requirements to cause the contingencies and conditions precedent to the Closing to be satisfied and to cause the Closing to occur, including, to secure any consents and approvals of any Governmental Authority required to be obtained by them in order to assign, transfer or obtain any Permits issued by any Governmental Authority, to permit the consummation of the transactions contemplated by this Agreement, complete the Transition Processes, or to otherwise satisfy the conditions set forth in Article IX, in each case as necessary to the extent such consents are not provided for or satisfied by the Sale Order. Notwithstanding anything to the contrary herein, any reasonable and unavoidable delay of Buyer, Receiver or Sellers in obtaining approvals from any Governmental Authority shall not constitute a breach of this Agreement. Buyer shall pay all costs and expenses in obtaining any Permits, payor contracts, Government approvals, or other costs and expenses to operate the business at the Purchased Facilities after Closing.

7.3 RESERVED

7.4 RESERVED

7.5 Confidentiality. The Parties agree and acknowledge that the Purchased Assets include confidential information which will be transferred to Buyer at the Closing. Subject to any requirements imposed by the Court, from and after the Closing: (a) the Receiver and Sellers shall, and shall cause their Affiliates to, hold in confidence all confidential information (including patient information, marketing plans and pricing information) included in the Purchased Assets and transferred to Buyer; (b) in the event that the Receiver, Sellers or their Affiliates shall be legally compelled to disclose any such information, Sellers shall provide Buyer with prompt written notice of such requirement so that Buyer may seek a protective order or other remedy; and (c) in the event that such protective order or other remedy is not obtained, the Receiver, Sellers and their Affiliates, as applicable, shall furnish only such information as is legally required to be provided.

7.6 Receivership Matters.

(a) The Receiver, Sellers and Buyer acknowledge that this Agreement and the sale of the Purchased Assets are subject to Court approval.

(b) From and after the date hereof, each of the Buyer, Receiver and Sellers shall not take any action that is intended to result in, or fail to take any action the intent of which failure to act would result in, the reversal, voiding, modification, appeal, or staying of the Sale Order.

(c) In the event the entry of the Sale Order is appealed, the Receiver and Sellers shall immediately consult with their legal counsel and if deemed appropriate, diligently defend such appeal and any stay pending appeal that may be filed in connection therewith. Notwithstanding the foregoing, any resulting changes to this Agreement or any other Ancillary Agreement or any resulting changes to the Sale Order shall be subject to the Court's action. In the event of an appeal or other objection of the Sale Order, each party shall be responsible for paying for its own legal fees incurred to defend such appeal or objection. The Parties agree to extend the Management Agreement through any period of Appeal or otherwise until either (i) the sale closes or (ii) the termination of this Agreement.

7.7 Notification of Breach; Disclosure. Sellers shall promptly notify Buyer of (a) any event, condition or circumstance of which Sellers become aware after the date hereof and prior to the Closing Date that would constitute a violation or breach of this Agreement (or a breach of any representation or warranty contained in this Agreement) or, if the same were to continue to exist as of the Closing Date, would constitute the nonsatisfaction of any of the conditions set forth in Article IX, as the case may be or (b) any event, occurrence, transaction or other item of which a Party becomes aware which would have been required to have been disclosed on any scheduled attached hereto had such event, occurrence, transaction or item existed as of the date hereof. During the period prior to Closing Date, the Parties will promptly advise the others in writing of any written notice from any Person alleging that the consent of such Person is or may be required in connection with the transactions contemplated by this Agreement.

7.8 Access. From the date of this Agreement through the end of the Extended Management Period, the Receiver and Sellers shall provide Buyer and its designees (including Buyer's officers, counsel, accountants, and other authorized representatives) with such information as Buyer or its designees may from time to time reasonably request with respect to the Purchased Assets, the Acquired Facilities, and the transactions contemplated herein to the extent necessary to fulfill the Party's obligations under the Management Agreement. Nothing in this Agreement shall operate to waive any attorney-client privilege of the Sellers, the Receiver, and the Special Master referenced in the Receivership Order.

7.9 Exclusivity. Each of the Receiver and Sellers agree that after the date of this Agreement and the earlier of (i) the Closing and (ii) the termination of this Agreement, the Receiver and Sellers shall not (and shall cause their respective Affiliates and Representatives not to), directly or indirectly, (A) solicit, initiate, encourage or accept any proposal or offer from any Person (1) relating to any acquisition or purchase of all or any portion of the Purchased Assets or the Acquired Facilities, or (2) to enter into any merger, consolidation, business combination, recapitalization,

reorganization, stock or equity sale, conversion of debt, or other extraordinary business transaction involving or otherwise relating to the Purchased Assets or the Acquired Facilities, or (B) participate in any discussions, conversations, negotiations and other communications regarding, or furnish to any other Person any information with respect to, or otherwise cooperate in any way with, assist or participate in, or facilitate or encourage any effort or attempt by any other Person to seek to do any of the foregoing. The Receiver and Sellers shall (and shall cause their Affiliates and respective Representatives to) immediately cease and cause to be terminated all existing discussions, conversations, negotiations and other communications with any Persons conducted heretofore with respect to any of the foregoing. The Receiver or Sellers shall notify Buyer immediately if any such proposal or offer, or any inquiry or other contact with any Person with respect thereto, is made after execution of this Agreement and prior to Closing or termination of this Agreement, and shall, in any such notice to Buyer, indicate in reasonable detail the identity of the Person making such proposal, offer, inquiry or contact and the terms and conditions of such proposal, offer, inquiry or other contact.

ARTICLE VIII. ADDITIONAL AGREEMENTS

8.1 Taxes.

(a) For the avoidance of doubt, any Tax attributable to the sale or transfer of the Purchased Assets or the Acquired Facilities (collectively, "Transfer Taxes") shall be borne by Buyer.

(b) After the Closing, the Parties shall cooperate fully with each other and shall make available to each other, as reasonably requested, all information, records or documents relating to tax liabilities attributable to Sellers of the Acquired Facilities with respect to the operation of the Purchased Assets for all periods prior to the Closing and shall preserve all such information, records and documents at least until the expiration of any applicable statute of limitations or extensions thereof. The Parties shall also make available to each other, to the extent reasonably required, and at the reasonable cost of the requesting Party (for out-of-pocket costs and expenses only), personnel responsible for preparing or maintaining information, records and documents in connection with tax matters and as Sellers or the Receiver reasonably may request in connection with the completion of any post-Closing audits of Sellers' businesses or receivership.

8.2 Employees. With the exception of the Shared Employees, Sellers have terminated the employment of all Sellers' employees prior to the Closing Date. Buyer shall have the right (in Buyer's sole and absolute discretion) at any time following the Effective Date (and upon completion of the Transition Processes) to discuss and offer full-time employment to any of the Shared Employees be effective from and after a date determined by Buyer. For those Shared Employees who accept such offer of employment, their employment with Sellers shall automatically terminate upon the effective date of their full-time employment by Buyer. Nothing contained in this Agreement shall be construed to prevent the termination of employment of any individual, require minimum benefit or compensation levels or prevent any change in the employee benefits provided to any employee hired by Buyer. Any offer of employment will be subject to the Shared Employee's successful completion of clearances required by law or by Buyer's internal policies and procedures. To assist Buyer in the evaluation of such Shared Employees, and

consistent with applicable law, Sellers shall provide Buyer access to the personnel records and personnel files of such employees, and shall provide such other information regarding the Shared Employees as Buyer may reasonably request. No provision of this Agreement shall create any third-party beneficiary rights in any Shared Employee or former employee of Sellers or any other Person or entities (including any beneficiary or dependent thereof) of any nature or kind whatsoever, including without limitation, in respect of continued employment (or resumed employment) for any specified period.

8.3 Collections on Purchased Assets; Accounts Receivable. If, after the Closing Date, Sellers shall receive payment with respect to any Purchased Assets, Sellers shall deliver such funds or assets to Buyer and take all steps necessary to vest title to such funds or assets in Buyer. If after the Closing Date, Buyer shall receive payment with respect to any Excluded Assets, Buyer shall deliver such funds or assets to Sellers. Any such remittances pursuant to this Section 8.3 shall occur within five (5) Business Days from the date such Party required to make such remittance receives payment thereof.

8.4 Provider Agreements. In accordance with the Management Agreement, Sellers shall keep all third-party payor agreements (other than Sellers' Medicare, Medicaid and other government payor provider agreements, which Sellers are in the process of or have terminated as of the date hereof) in effect through the end of the Extended Management Period. However, upon Buyer's request during the Extended Management Period for any third-party payor agreement other than a government payor plan to become an Assumed Payor Agreement, Seller shall assign and Buyer shall assume Sellers' rights and interests in and to such Assumed Payor Agreement with such assumption to include but not be limited to all applicable provider number(s) and provider agreement(s) associated with such payor(s) and utilized by the Sellers for the Acquired Facilities and/or the Shared Employees sufficient to permit Buyer to bill such third-party payors under such provider number(s) and provider agreement(s) for services rendered by Buyer as of the date of assumption. Upon receipt of written notice from Buyer that it has obtained separate provider number(s) and provider agreement(s) with any third-party payor for utilization by the Acquired Facilities, Sellers shall direct the Management Company, as manager under the Management Agreement, to terminate such third-party payor agreement, with Management Company to be responsible for paying any applicable costs pursuant to the Management Agreement. Sellers and Receiver agree to cooperate with Buyer in good faith to effectuate the transition of all such information pertaining to the assumption of any Assumed Payor Agreements to enable Buyer to be reimbursed for items and services provided to eligible beneficiaries under the applicable third-party payor.

ARTICLE IX. CONDITIONS AND CONTINGENCIES TO CLOSING

9.1 Conditions and Contingencies to Obligations of Each Party. The respective obligations of each Party under this Agreement, including the obligation to effect the sale and purchase of the Purchased Assets, shall be subject to the fulfillment on or prior to the Closing Date, of the following conditions and contingencies:

(a) the Court shall have entered the Sale Order (as defined herein) authorizing the transactions contemplated herein and approving this Agreement, in form and substance reasonably acceptable to Sellers and Buyer; and

(b) no Governmental Authority shall have enacted, issued, promulgated or entered any Order that is in effect and has the effect of enjoining, making illegal or otherwise prohibiting the consummation of the transactions contemplated by this Agreement that has not been withdrawn or terminated.

9.2 Conditions and Contingencies to Obligations of Buyer. The obligations of Buyer under this Agreement, including the obligation to consummate the purchase of the Purchased Assets contemplated by this Agreement shall be subject to the fulfillment on or prior to the Closing Date of the following additional conditions and contingencies:

(a) the representations and warranties of Sellers contained in this Agreement must be true and correct in all material respects on and as of the date hereof and the Closing (without giving effect to any materiality qualifiers therein), except that any such representations or warranties which expressly relate only to an earlier date need only have been accurate in all material respects as of such date, and Buyer shall have received a certificate of Sellers to such effect signed by a duly authorized officer thereof;

(b) each covenant and obligation that the Receiver and/or Sellers are required to perform or to comply with pursuant to this Agreement at or prior to the Closing shall have been duly performed and complied with in all material respects, and Buyer shall have received a certificate of Sellers to such effect signed by a duly authorized officer thereof;

(c) As of the Closing, the Sale Order shall not have been reversed, stayed, vacated, modified, or amended without the opportunity of the Buyer to object or consent;

(d) Sellers shall not have sold, transferred, or made any other disposition, directly or indirectly, of any material portion of the Acquired Facilities in connection with the closure, liquidation or winding up of the Acquired Facilities;

(e) if an order for relief under Title XI of the United States Code is entered and a Chapter 7 or Chapter 11 bankruptcy trustee is appointed for any Seller and which appointment could adversely impact the transactions contemplated in this Agreement;

(f) each of the deliveries required to be made to Buyer pursuant to Section 4.4 shall have been so delivered;

(g) Buyer shall have completed diligence with respect to Sellers, the Purchased Assets, and the Acquired Facilities and the results of such diligence shall be acceptable to Buyer in its sole and absolute discretion; and

(h) Except with respect to Schedules to be prepared by Buyer, Sellers shall have prepared the Schedules to this Agreement, and the Parties have completed the Exhibits to this Agreement, acceptable to the Buyer, in Buyer's sole and absolute discretion.

Any condition or contingency specified in this Section 9.2 may be waived by Buyer, in whole or in part; provided that no such waiver shall be effective against Buyer unless it is set forth in a writing.

9.3 Conditions and Contingencies to Obligations of Sellers. The obligation of Sellers to effect the sale of the Purchased Assets contemplated by this Agreement shall be subject to the fulfillment on or prior to the Closing Date of the following additional conditions and contingencies:

(a) the representations and warranties of Buyer contained in this Agreement shall be true and correct in all material respects on and as of the date hereof and the Closing Date (without giving effect to any materiality qualifiers therein), except that any such representations or warranties which expressly relate to an earlier date need only have been accurate as of such date;

(b) each covenant and obligation that Buyer is required to perform or to comply with pursuant to this Agreement at or prior to the Closing shall have been duly performed and complied with in all material respects (without giving effect to any materiality qualifiers therein);

(c) the Sale Order shall not have been reversed, stayed, vacated, modified, appealed, or amended (except with prior written consent of Buyer); and

(d) each of the deliveries required to be made by Buyer to Sellers pursuant to Section 4.3 shall have been so delivered.

Any condition or contingency specified in this Section 9.3 may be waived by Sellers; provided that no such waiver shall be effective against Sellers unless it is set forth in writing executed by Sellers.

ARTICLE X. TERMINATION

10.1 Termination. Anything contained in this Agreement to the contrary notwithstanding, this Agreement may be terminated at any time prior to the Closing Date:

(a) by the mutual consent of Buyer and Sellers;

(b) by any Party if a Governmental Authority issues a ruling or Order permanently prohibiting the transactions contemplated hereby, other than due to such Party's failure to comply with or cooperate with such applicable Governmental Authority;

(c) by Buyer in the event of any material breach by the Receiver or Sellers of any of the Receiver's or Sellers' agreements, covenants, representations or warranties contained herein or in the Sale Order, and the failure of the Receiver or Sellers, as applicable, to cure such breach within seven (7) days after receipt of notice thereof; provided, however, that the Buyer (i) is not itself in material breach of any of its representations, warranties or covenants contained herein or in the Sale Order (to the extent applicable to Buyer), (ii) notifies the Receiver and Sellers in writing of its intention to exercise its termination rights under this Agreement as a result of the breach and (iii) specifies in such termination notice the representation, warranty or covenant contained herein or in the Sale Order of which the Receiver or any Seller is allegedly in material breach;

(d) by the Receiver or Sellers in the event of any material breach by Buyer of any of Buyer's agreements, representations or warranties contained herein or in the Sale Order, and the failure of Buyer to cure such breach within seven (7) days after receipt of notice thereof; provided, however, that the Receiver and Sellers (i) are not themselves in material breach of any of its representations, warranties or covenants contained herein or in the Sale Order, (ii) notify Buyer in writing of their intention to exercise their termination rights under this Agreement as a result of the breach, and (iii) specifies in such termination notice the representation, warranty or covenant contained herein or in the Sale Order of which Buyer is allegedly in material breach;

(e) by either Party, if any Person obtains from the Court an Order that vacates the Sale Order or that materially modifies the Sale Order in a manner that adversely affects the economic value of the transaction to a Party in a material respect;

(f) by Buyer, if the Receiver or any of Sellers seeks authority from the Court to sell, transfer or otherwise dispose, directly or indirectly, of any portion of the Purchased Assets remaining after the Northside Closing which are associated with the Acquired Facilities, or the Acquired Facilities themselves, other than as provided herein;

(g) by Buyer, if an order for relief under Title XI of the United States Code is entered and a Chapter 7 or Chapter 11 bankruptcy trustee is appointed for any of Sellers;

(h) Reserved.

(i) by Buyer, if any condition or contingency to the obligations of Buyer under this Agreement set forth in Sections 9.1 or 9.2 shall not have been fulfilled, as determined by Buyer other than as a result of a breach by Buyer of any covenant or agreement contained in this Agreement and other than as described in Section 9.4;

(j) Reserved.

(k) by any Party, if the Closing has not occurred on or before November 30, 2024, provided that such terminating Party has not itself, directly or indirectly, caused the Closing not to have occurred by such date; provided further that such date may be extended by mutual agreement of the Parties, acting in good faith to work towards the Closing.

10.2 Effect of Termination. In the event of termination of this Agreement by either Party, except as otherwise provided in this Section 10.2, all rights and obligations of the Parties under this Agreement shall terminate without any liability of any Party to any other Party.

10.3 Specific Performance. In the event that the Sale Order is entered by the Court, each Party shall be entitled to seek specific performance of this Transaction in the manner set out in the Sale Order for a breach by any other Party, as applicable, of their respective obligations hereunder.

ARTICLE XI. INDEMNIFICATION

11.1 RESERVED

ARTICLE XII. GENERAL PROVISIONS

12.1 No Public Announcement. None of the Receiver, Sellers or Buyer shall, without the approval of the others, make any press release or other public announcement concerning the transactions contemplated by this Agreement, except as and to the extent that any such Party shall be so obligated by law, in which case the other Party shall be advised and the Parties shall use their best efforts to cause a mutually agreeable release or announcement to be issued.

12.2 Notices. Except as otherwise expressly provided for in this Agreement, all notices or other communications required or permitted hereunder shall be in writing and shall be given or delivered by personal delivery, or by electronic mail, or by a nationally recognized private overnight courier service addressed as follows:

If to Buyer, to:

Iron Magnolia, LLC
1000 Commerce Drive, Suite 200
Peachtree City, Georgia 30269
Attn: Nancy Jennings
Email: nhgallups@gmail.com

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

Smith, Gambrell & Russell, LLP
1105 W. Peachtree St. NE
Suite 1000
Atlanta, Georgia 30309
Attn: Susan Atkinson
Email: satkinson@sgrlaw.com

If to the Receiver or Sellers, to:

S. Gregory Hays, as Receiver
c/o Hays Financial Consulting, LLC
2964 Peachtree Rd #555
Atlanta, GA 30305
Email: ghays@haysconsulting.net

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

Taylor English Duma LLP
1600 Parkview Circle, Suite 200
Atlanta, GA 30339
Attn: John Rezac
Email: jrezac@taylorenglish.com

or to such other address as such party may indicate by a notice delivered to the other party hereto.

Any notice, consent, authorization, direction or other communication delivered as aforesaid shall be deemed to have been effectively delivered and received, if sent by a nationally recognized private overnight courier service, on the Business Day following the Business Day upon which it is delivered for overnight delivery to such courier service, if sent by electronic mail, on the date of confirmation of transmission, or, if delivered personally, on the date of such delivery.

12.3 Successors and Assigns. The rights of each Party under this Agreement shall not be assignable by such Party prior to the Closing without the written consent of the other Parties, except that any or all rights and/or obligations of Buyer hereunder may be assigned to an Affiliate of Buyer without any consent of the other Parties. This Agreement shall be binding upon and inure to the benefit of the Parties and their successors and permitted assigns. The successors and permitted assigns hereunder shall include any permitted assignee as well as the successors in interest to such permitted assignee (whether by merger, consolidation, liquidation (including successive mergers, consolidations or liquidations) or otherwise). Nothing in this Agreement, expressed or implied, is intended or shall be construed to confer upon any Person other than the Parties and successors and assigns permitted by this Section 12.3, and the Buyer Indemnified Parties, any right, remedy or claim under or by reason of this Agreement.

12.4 Entire Agreement; Amendments. This Agreement and the Exhibits and Schedules referred to herein and the documents delivered pursuant hereto contain the entire understanding of the Parties with regard to the subject matter contained herein or therein, and supersede all prior agreements, understandings or letters of intent between or among any of the Parties. This Agreement shall not be amended, modified or supplemented except by a written instrument signed by an authorized representative of each of the Parties.

12.5 Waivers. Any term or provision of this Agreement may be waived, or the time for its performance may be extended, in whole or in part, by the Party entitled to the benefit thereof. Any such waiver shall be validly and sufficiently authorized for the purposes of this Agreement if, as to any Party, it is authorized in writing by an authorized representative of such Party. There shall be no implied waiver of any term or condition of this Agreement resulting from the action or inaction of any Party. The failure of any Party hereto to enforce at any time any provision of this Agreement shall not be construed to be a waiver of such provision, nor in any way to affect the validity of this Agreement or any part hereof or the right of any Party thereafter to enforce each and every such provision. No waiver of any breach of this Agreement shall be held to constitute a waiver of any other or subsequent breach.

12.6 Expenses. Except as otherwise provided herein, each Party will pay all costs and expenses incident to its negotiation and preparation of this Agreement and to its performance and compliance with all agreements and conditions contained herein on its part to be performed or complied with, including the fees, expenses and disbursements of its counsel and accountants.

12.7 Partial Invalidity. Wherever possible, each provision hereof shall be interpreted in such manner as to be effective and valid under applicable law, but in case any one or more of the provisions contained herein shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such provision shall be ineffective to the extent, but only to the extent, of such invalidity, illegality or unenforceability without invalidating the remainder of such invalid, illegal or unenforceable provision or provisions or any other provisions hereof, unless such a construction would be unreasonable.

12.8 Execution in Counterparts. This Agreement may be executed in counterparts, each of which shall be considered an original instrument, but all of which shall be considered one and the same agreement. Delivery of an executed counterpart of a signature page to this Agreement by email, portable document format (PDF) or electronic signature software shall be effective as delivery of a manually executed counterpart of this Agreement.

12.9 Further Assurances. At the Closing, and at all times thereafter as may be necessary, and subject to any approval of the Court that may be required, the Receiver, Sellers of the Acquired Facilities and Buyer shall execute and deliver, or cause to be executed and delivered, such other documents, including instruments of conveyance and transfer, as shall be reasonably necessary or appropriate to vest in Buyer title to the Purchased Assets and the Acquired Facilities, in all cases free and clear of all Claims and Encumbrances (other than Permitted Encumbrances), and to comply with the purposes and intent of this Agreement and the Ancillary Documents. The Receiver, Sellers and Buyer shall cooperate with one another to execute and deliver such other documents and instruments as may be reasonably required to carry out the transactions contemplated by this Agreement and the Ancillary Documents. From and after the Closing, to the extent Buyer and Sellers mutually reasonably determine that Sellers or any of their Affiliates are deemed to own any assets or properties exclusively relating to the Purchased Assets, Sellers (or their applicable Affiliate(s)) shall be deemed to have assigned such assets or properties to Buyer at Closing.

12.10 Governing Law; Jury Trial Waiver. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Georgia, without regard to conflicts-of-laws principles (whether of the State of Georgia or any other jurisdiction) that would require the application of the laws of any jurisdiction other than the State of Georgia.

THE PARTIES HEREBY AGREE THAT THE COURT RETAINS JURISDICTION OVER THIS AGREEMENT AND THE TRANSACTIONS HEREUNDER WITH RESPECT TO ANY THIRD PARTIES UNTIL THE TERMINATION OF THE RECEIVERSHIP. IN THE EVENT OF A DISPUTE BETWEEN THE BUYER, ON THE ONE HAND, AND THE SELLERS, ON THE OTHER HAND, SUCH DISPUTE SHALL BE BROUGHT BEFORE FULTON COUNTY SUPERIOR COURT, BUSINESS CASE DIVISION, AND NONE OF THE PARTIES SHALL OBJECT TO THE IMPROPER JURISDICTION OF THE SUPERIOR COURT OF FULTON COUNTY, BUSINESS CASE DIVISION. THE PARTIES IRREVOCABLY WAIVE ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM (WHETHER BASED IN CONTRACT, TORT OR OTHERWISE) ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE ACTIONS OF SELLER, BUYER OR THEIR RESPECTIVE REPRESENTATIVES IN THE NEGOTIATION OR PERFORMANCE HEREOF.

12.11 No Third-Party Beneficiaries. This Agreement is for the sole benefit of the Parties and their permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other Person any legal or equitable benefit, claim, cause of action, remedy or right of any kind.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and year first set forth above.

SELLERS:

By: _____
Name: S. Gregory Hays
Title: Receiver

MILTON HALL SURGICAL ASSOCIATES, LLC

By: _____
Name: S. Gregory Hays
Title: Receiver

ENTI SURGERY CENTER, LLC

By:_____
Name: S. Gregory Hays
Title: Receiver

MILTON HALL MANAGEMENT, LLC

By: _____
Name: S. Gregory Hays
Title: Receiver

MHSA MANAGEMENT, LLC

By: _____
Name: S. Gregory Hays
Title: Receiver

ALPHARETTA SURGERY CENTER, LLC

By: _____
Name: S. Gregory Hays
Title: Receiver

HCENTI, LLC

By: _____
Name: S. Gregory Hays
Title: Receiver

ENTI ANESTHESIA, LLC

By: _____
Name: S. Gregory Hays
Title: Receiver

MILTON HALL TRUST

By: _____
Name: S. Gregory Hays
Title: Receiver

NUTMEG MANAGEMENT, LLC

By: _____
Name: S. Gregory Hays
Title: Receiver

MARBLE MANAGEMENT, LLC

By: _____
Name: S. Gregory Hays
Title: Receiver

DRG MEDIA LLC

By: _____
Name: S. Gregory Hays
Title: Receiver

BUYER:

Iron Magnolia, LLC

By: _____
Name: _____
Title: _____

Magnolia ENT, LLC

By: _____
Name: _____
Title: _____

RECEIVER:

By: _____
S. Gregory Hays, solely in his capacity as Receiver

- -

Exhibit A

Bill of Sale and Assignment and Assumption Agreement

See attached.

{}

BILL OF SALE AND ASSIGNMENT AND ASSUMPTION AGREEMENT

This BILL OF SALE AND ASSIGNMENT AND ASSUMPTION AGREEMENT (this "Agreement") is effective as of this_____ day of ____ 2024, by and among ENTI SURGERY CENTER, LLC, a Georgia limited liability company ("ENTI"), MILTON HALL SURGICAL ASSOCIATES, LLC, a Georgia limited liability company ("MHSA"), MILTON HALL MANAGEMENT, LLC, a Georgia limited liability company ("MH Management"), MHSA MANAGEMENT, LLC, a Georgia limited liability company ("MHSA Management"), ALPHARETTA SURGERY CENTER, LLC, a Georgia limited liability company ("Alpharetta ASC"), HCENTI, LLC, a Georgia limited liability company ("HCENTI"), ENTI ANESTHESIA, LLC, a Georgia limited liability company ("ENTI Anesthesia"), MILTON HALL TRUST ("MH Trust"), NUTMEG MANAGEMENT LLC, a Georgia limited liability company ("Nutmeg"), MARBLE MANAGEMENT LLC, a Georgia limited liability company ("Marble"), DRG MEDIA LLC, a Georgia limited liability company, which dissolved on October 28, 2022 ("DRG" and together with ENTI, MHSA, MH Management, MHSA Management, Alpharetta ASC, HCENTI, ENTI Anesthesia, MH Trust, Nutmeg, and Marble, collectively, "Sellers" and each, a "Seller"), and IRON MAGNOLIA, LLC, a Georgia limited liability company ("Management Company") and MAGNOLIA ENT, LLC ("ENT Practice") (Management Company and ENT Practice shall collectively be referred to herein as the "Buyer"), acknowledged and agreed to by S. Gregory Hays, solely in his capacity as receiver of Sellers and their respective assets (the "Receiver").

Statement of Facts

A. Sellers currently own and operate certain medical facilities and two surgery centers in the State of Georgia that deliver ear, nose and throat specialty services and which are commonly known as the ENT Institute.

B. Pursuant to that certain Asset Purchase Agreement, effective as of May 31, 2024, by and among Sellers, Buyer, and the Receiver (the "APA"), Sellers have agreed to sell, transfer, assign, convey and deliver, or cause to be sold, transferred, assigned, conveyed and delivered, to Buyer, free and clear of all Claims and Encumbrances (other than Permitted Encumbrances), all right, title and interest of Sellers in and to the Purchased Assets (as defined below).

C. For the avoidance of doubt and for purposes of allocating the assets purchased under the APA, ENT Practice shall be considered the "Buyer" for all Purchased Assets which require a medical license under applicable law to own and/or operate and Management Entity shall be considered the Buyer for all other Purchased Assets. Collectively, they may be referred to herein as the "Buyer."

D. In connection with the sale of such Purchased Assets to Buyer and pursuant to the APA, Buyer has agreed to assume certain liabilities and obligations of Sellers to the extent constituting Assumed Liabilities (as defined below) pursuant to and in accordance with the APA.

Agreement

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto hereby agree as follows:

1. Defined Terms. Capitalized terms and schedule references not otherwise defined herein shall have the meanings given to them in the APA.

2. Conveyance of Purchased Assets. Each Seller hereby sells, transfers, assigns, conveys and delivers to Buyer, as of the Closing, all right, title and interest of Sellers in and to the Purchased Assets.

3. Assumption of Assumed Liabilities. Buyer hereby agrees to assume, as of the Closing, obligations and Liabilities of Sellers solely to the extent expressly described in Section 2.5 of the APA (the "Assumed Liabilities").

4. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Georgia, without regard to conflicts-of-laws principles (whether of the State of Georgia or any other jurisdiction) that would require the application of the laws of any jurisdiction other than the State of Georgia.

5. Further Assurances. At the Closing, and at all times thereafter as may be necessary, and subject to any approval of the Court that may be required, the Receiver, Sellers and Buyer shall execute and deliver, or cause to be executed and delivered, such other documents, including instruments of conveyance and transfer, as shall be reasonably necessary or appropriate to vest in Buyer title to the Purchased Assets, in all cases free and clear of all Claims and Encumbrances (other than Permitted Encumbrances), and to comply with the purposes and intent of this Agreement. The Receiver, Sellers and Buyer shall cooperate with one another to execute and deliver such other documents and instruments as may be reasonably required to carry out the transactions contemplated by this Agreement. From and after the Closing, to the extent Buyer and Sellers mutually reasonably determine that Sellers or any of their Affiliates are deemed to own any assets or properties exclusively relating to the Purchased Assets, Sellers (or their applicable Affiliate(s)) shall be deemed to have assigned such assets or properties to Buyer at Closing.

6. Counterparts. This Agreement may be executed in counterparts, each of which shall be considered an original instrument, but all of which shall be considered one and the same agreement. Delivery of an executed counterpart of a signature page to this Agreement by email, portable document format (PDF) or electronic signature software shall be effective as delivery of a manually executed counterpart of this Agreement.

7. Acknowledgements. This Agreement is entered into and delivered by Buyer and Sellers and acknowledged by the Receiver pursuant to the APA, and Buyer, Sellers and the Receiver hereby acknowledge that any conveyance, transfer, sale, assignment and assumption hereunder is made pursuant to the APA and its terms and conditions. Nothing contained herein will itself change, amend, extend, or alter (nor should it be deemed or construed as changing, amending, extending, or altering) the terms or conditions of the APA in any manner whatsoever. This Agreement does not create or establish rights, liabilities or obligations not otherwise created or existing under or pursuant to the APA. In the event of any conflict or inconsistency between the terms of this Agreement and the terms of the APA, the terms of the APA shall govern and control.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK;
SIGNATURES CONTAINED ON FOLLOWING PAGE(S)]

IN WITNESS WHEREOF, the Parties hereto have caused this Bill of Sale and Assignment and Assumption Agreement to be executed, sealed and delivered effective on the day and year first above written.

SELLERS:

ENTI SURGERY CENTER, LLC

By: _____
Name: S. Gregory Hays
Title: Receiver

MILTON HALL SURGICAL ASSOCIATES, LLC

By: _____
Name: S. Gregory Hays
Title: Receiver

MILTON HALL MANAGEMENT, LLC

By: _____
Name: S. Gregory Hays
Title: Receiver

MHSA MANAGEMENT, LLC

By: _____
Name: S. Gregory Hays
Title: Receiver

ALPHARETTA SURGERY CENTER, LLC

By: _____
Name: S. Gregory Hays
Title: Receiver

{} *(Signatures continue on following page(s))*

HCENTI, LLC

By: _____
Name: S. Gregory Hays
Title: Receiver

ENTI ANESTHESIA, LLC

By: _____
Name: S. Gregory Hays
Title: Receiver

MILTON HALL TRUST

By: _____
Name: S. Gregory Hays
Title: Receiver

NUTMEG MANAGEMENT, LLC

By: _____
Name: S. Gregory Hays
Title: Receiver

MARBLE MANAGEMENT, LLC

By: _____
Name: S. Gregory Hays
Title: Receiver

DRG MEDIA LLC
(dissolved October 28, 2022)

By: _____
Name: S. Gregory Hays
Title: Receiver

{} *(Signatures continue on following page(s))*

BUYER:

IRON MAGNOLIA, LLC

By: _____
Name:_____
Title:_____

MAGNOLIA ENT, LLC

By: _____
Name:_____
Title:_____

RECEIVER:

By: _____
S. Gregory Hays, solely in his capacity as Receiver

{}

Attachment 1
to
Bill of Sale and Assignment and Assumption Agreement

[to be attached]

{}

Schedule 1.1

Permitted Encumbrances

[to be attached]

{}

Schedule 2.6(a)

Assumed Contracts

[to be attached]

{}

Disclosure Schedule for Article V

[to be attached]

{}

Schedule 5.4(a)

Leased Real Property

[to be attached]

{}

Schedule 5.4(b)

Assigned Leases

[to be attached]

{}

Schedule 5.4(c)

Personal Property Leases

[to be attached]

{}

Schedule 5.7

Litigation

[to be attached]

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Summary report: **Litera Compare for Word 11.9.1.1 Document comparison done on 10/11/2024 4:26:16 PM**	
Style name: Default Style	
Intelligent Table Comparison: Active	
Original DMS: iw://work.sgrlaw.com/SGR/71515291/2	
Modified DMS: iw://work.sgrlaw.com/SGR/71515291/3	
Changes:	
Add	45
~~Delete~~	4
~~Move From~~	0
Move To	0
Table Insert	0
~~Table Delete~~	0
Table moves to	0
~~Table moves from~~	0
Embedded Graphics (Visio, ChemDraw, Images etc.)	0
Embedded Excel	0
Format changes	0
Total Changes:	49

CERTIFICATE OF SERVICE

This is to certify that I have on this day served a copy of the *Receiver's Motion for Approval and Authorization of Sale of Assets of the Receivership Estate and Petition for Confirmation of Sale* upon the following persons by e-mail, as follows:

C. Knox Withers <Knox.Withers@agg.com>;
Elizabeth Green Lindsey, Esq. <elindsey@harrisonllp.com>;
Frank B. Strickland, Esq. <fstrickland@taylorenglish.com>;
Gregory M. Taube <gmt@nmrs.com>;
Jack Cartwright Esq. <cartwright@khlawfirm.com>;
Jessica G. Cino Esq. <cino@khlawfirm.com>;
Jordan B Forman <jforman@foxrothschild.com>;
Laura Ketcham <Laura.Ketcham@millermartin.com>;
Lauren A. Warner, Esq. <lwarner@cglawfirm.com>;
Melissa A. Campbell <mcampbell@bakerdonelson.com>;
Michael P. Kohler <Michael.Kohler@millermartin.com>;
Peter A. Durham, Esq. <pdurham@gloverdavis.com>;
S. Nathaniel De Veaux, MBA <ndeveaux@kkgpc.com>;
Scott R. Grubman, Esq. <sgrubman@cglawfirm.com>;
Sean C. Kulka <Sean.kulka@agg.com>;
Tim Colletti <tcolletti@bakerdonelson.com>;
Vanessa A. Leo <Vanessa.Leo@usdoj.gov>
Jim Mooney <JMooney@LAW.GA.GOV>
David Brown, Esq. <dkbrown@bakerlaw.com>
Atkinson, Susan <satkinson@sgrlaw.com>

October 28, 2024.

By: */s/ John K. Rezac*
JOHN K. REZAC