

DEFINITIVE AGREEMENT

This DEFINITIVE AGREEMENT (the “**Agreement**”), dated as of March 30, 2023 (the “**Signing Date**”), is by and between Iowa Health System d/b/a UnityPoint Health, an Iowa nonprofit corporation and a Section 501(c)(3) corporation under the Internal Revenue Code (“**UPH**”), and Presbyterian Healthcare Services, a New Mexico nonprofit corporation and a Section 501(c)(3) corporation under the Internal Revenue Code (“**Presbyterian**”). UPH and Presbyterian are each referred to in this Agreement as a “**Party**” or a “**System of Care**” and collectively as the “**Parties**” or “**Systems of Care.**”

RECITALS:

WHEREAS, UPH is the parent organization of an integrated regional healthcare system serving the healthcare needs of the residents of Iowa, Illinois, and southern Wisconsin; and

WHEREAS, UPH’s mission is to improve the health of the people and communities it serves; and

WHEREAS, Presbyterian is the parent organization of an integrated healthcare system comprised of nine hospitals, a multi-specialty medical group, and a statewide health plan serving the healthcare needs of the residents of New Mexico since 1908; and

WHEREAS, Presbyterian’s purpose is to ensure all of the patients, members, and communities it serves can achieve their best health; and

WHEREAS, UPH and Presbyterian share similar values and goals including increasing investment in clinical excellence, improving patient and member experience, developing digital and other innovations, workforce development, improving access to care in rural communities, lowering administrative costs, and ongoing stewardship over the charitable assets with which they have been entrusted; and

WHEREAS, UPH and Presbyterian realize that the challenges facing nonprofit healthcare systems will make achieving their shared goals more difficult in the future; and

WHEREAS, in recognition of these challenges, the Parties entered into discussions to explore the possibility of establishing a long-term strategic relationship and determine if such a partnership could ensure sustainability and accomplish their shared goals; and

WHEREAS, after exploration, the Parties believe that establishing a fully-integrated operating model amongst the Systems of Care will help ensure UPH and Presbyterian can achieve their shared goals and ongoing responsible stewardship of the charitable assets of the Systems of Care so that the Systems of Care can continue to maintain a strong clinical, financial, strategic, and operational profile; and

WHEREAS, the Parties wish to recognize SummitOne Enterprises, Inc. (“**SummitOne**”), a new entity incorporated by the Parties in Delaware on March 3, 2023, as each Party’s sole corporate member and for each Party and its Subsidiaries to become financially and operationally integrated on a permanent basis; and

WHEREAS, based on the foregoing, the Parties set forth the terms and conditions of the Affiliation below.

AGREEMENT

In consideration of the mutual covenants and agreements and in reliance upon the representations and warranties contained in this Agreement, and intending to be legally bound, UPH and Presbyterian agree as follows:

ARTICLE I. PURPOSES

1.1 **Purposes.** The Parties enter into this Agreement for the purposes of strengthening the delivery of local healthcare by (i) creating an elevated model for sustainable healthcare in local communities and ensuring long-term financial sustainability for the Parties; (ii) continuing to prioritize value-based care; (iii) recognizing that given the Parties' footprints, affordable access to rural healthcare is paramount; (iv) strengthening the Parties' workforce pipelines and leveraging educational assets; (v) enabling clinical excellence and designing highly reliable, evidence-based models of care; (vi) expanding SummitOne's healthcare financing capabilities to manage the financial risk of the Health Plans and to align the clinical and economic interests of the plan beneficiaries' providers; (vii) combining their respective operations to enable them to better serve their patients and beneficiaries; and (viii) increasing the providers who are clinically and economically aligned with SummitOne through value-based contracting and other risk-based mechanisms. Together, the Parties will impact the lives of four million patients and members through more than twenty-six (26) hospital facilities, hundreds of clinics, a 40,000 strong workforce with nearly 3,000 physicians and advanced practice clinicians, and significant health plan operations.

ARTICLE II. DEFINITIONS

2.1 **Definitions.** Capitalized terms used in this Agreement will have the meanings set forth in Exhibit 2.1 or as otherwise provided herein.

ARTICLE III. ORGANIZATIONAL STRUCTURE

3.1 **Affiliation.** Subject to the terms and conditions set forth in this Agreement, UPH and Presbyterian shall combine their respective healthcare systems through the formation of a new corporate entity, SummitOne, which shall be their common parent corporation (such combination herein referred to as the "**Affiliation**"). SummitOne shall become the sole corporate member of UPH and Presbyterian.

3.2 **Method of Effecting Affiliation.** The Affiliation shall be accomplished through the following steps to be taken on or prior to the Closing Date. Other than Exhibit 2.1, Definitions, and Exhibit 8.2, Potential Partnerships, all Exhibits described in this Agreement will be agreed upon and attached to this Agreement as of the Closing Date only.

3.2.1 **UPH Actions.** UPH shall file the Amended and Restated Articles of Incorporation of UPH attached as Exhibit 3.2.1(a) (the "**UPH Amended Articles**") with the Iowa Secretary of State, which shall be effective on the Closing Date. Prior to or on

the Closing Date, the UPH Board shall have adopted the resolutions attached as Exhibit 3.2.1(b) pursuant to which the UPH Board shall have (i) approved and authorized the execution and filing of the UPH Amended Articles; (ii) adopted the Amended and Restated Bylaws of UPH in the form attached as Exhibit 3.2.1(c) (the “**UPH Amended Bylaws**”) effective as of the Closing Date; and (iii) authorized such other actions as may be required or appropriate in connection with this Agreement to accomplish the Affiliation.

3.2.2 Presbyterian Actions. Presbyterian shall file the Amended and Restated Articles of Incorporation of Presbyterian attached as Exhibit 3.2.2(a) (the “**Presbyterian Amended Articles**”) with the New Mexico Secretary of State, which shall be effective on the Closing Date. Prior to or on the Closing Date, the Presbyterian Board shall have adopted the resolutions attached as Exhibit 3.2.2(b) pursuant to which the Presbyterian Board shall have (i) approved and authorized the execution and filing of the Presbyterian Amended Articles; (ii) adopted the Amended and Restated Bylaws of Presbyterian in the form attached as Exhibit 3.2.2(c) (the “**Presbyterian Amended Bylaws**”) effective as of Closing Date; and (iii) authorized such other actions as may be required or appropriate in connection with this Agreement to accomplish the Affiliation.

3.2.3 SummitOne Actions. SummitOne shall file the Amended and Restated Certificate of Incorporation of SummitOne attached as Exhibit 3.2.3(a) (the “**SummitOne Amended Certificate**”) with the Delaware Secretary of State, which shall be effective on the Closing Date. On or prior to the Closing Date, the SummitOne Board shall have adopted the resolutions attached as Exhibit 3.2.3(b) pursuant to which the SummitOne Board shall have (i) authorized the execution and delivery of a Joinder to this Agreement subject to certain specified terms and conditions; (ii) adopted the Amended and Restated Bylaws of SummitOne in the form attached as Exhibit 3.2.3(c) (“**SummitOne Amended Bylaws**”); (iii) approved the SummitOne Board members set forth on Exhibit 4.2 to take office on the Closing Date; and (iv) authorized such other actions as may be required or appropriate in connection with this Agreement to accomplish the Affiliation.

ARTICLE IV. GOVERNANCE AND MANAGEMENT

4.1 Governance of SummitOne. The powers and responsibilities of the Board of Directors of SummitOne (the “**SummitOne Board**”), together with all other issues of corporate governance of SummitOne, shall be governed by the framework set forth in this Agreement and as documented in the Organizational Documents of SummitOne and/or the applicable Party.

4.2 SummitOne Board of Directors. The SummitOne Board shall consist of the following individuals upon Closing:

4.2.1 UPH Designated Directors. Three (3) Directors appointed by UPH (each a “**UPH Director**”) and set forth on Exhibit 4.2. The UPH Directors shall not serve as a member of the UPH Board of Directors during his or her term as a UPH Director.

4.2.2 Presbyterian Designated Directors. Three (3) Directors appointed by Presbyterian (each a “**Presbyterian Director**”) and set forth on Exhibit 4.2. The

Presbyterian Directors shall not serve as a member of the Presbyterian Board of Directors during his or her term as a Presbyterian Director.

(UPH Directors and Presbyterian Directors may individually be referred to as a “**System of Care Director**” or collectively as “**System of Care Directors**”).

4.2.3 Ex-Officio Directors. The initial SummitOne CEO and the initial SummitOne President shall each be a Director of SummitOne (each an “**Ex-Officio Director**”) with vote by virtue of holding the title and role of such office, [REDACTED]

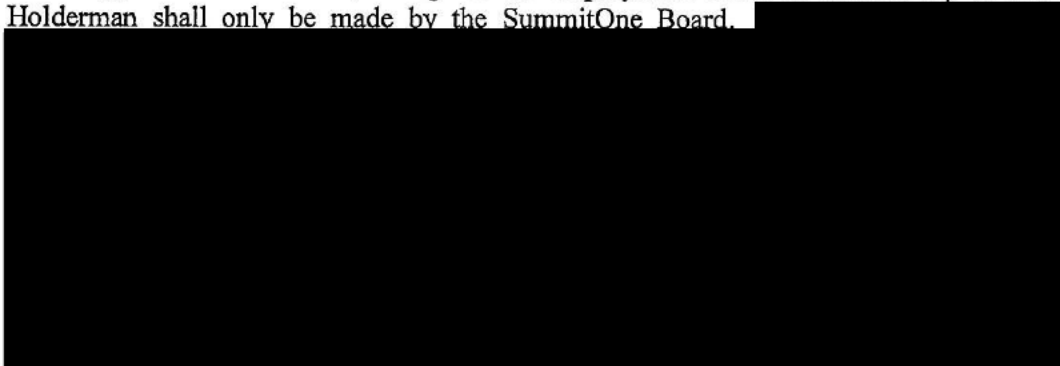
4.2.4 At-Large Directors. Following Closing, two (2) at-large Directors (each an “**At-Large Director**”) will be appointed as set forth in the SummitOne Amended Bylaws.

(Each System of Care Director, At-Large Director and *Ex-Officio* Director may individually be referred to as a “**Director**” or collectively as the “**Directors**”). Initial Director terms will be staggered so that (i) one (1) UPH Director and one (1) Presbyterian Director will serve an initial term of two (2) years, (ii) one (1) UPH Director, one (1) Presbyterian Director and one (1) At-Large Director will serve an initial term of four (4) years, and (iii) one (1) UPH Director, one (1) Presbyterian Director and one (1) At-Large Director will serve an initial term of six (6) years. The initial terms of each Director shall be as set forth on Exhibit 4.2. The initial System of Care Directors and At-Large Directors shall not be eligible to serve any additional term after the expiration of his or her initial term. The *Ex-Officio* Directors shall serve for a term that is co-terminus with their role and office. Following these initial terms, System of Care Directors and At-Large Directors shall be subject to term limits of two (2) consecutive three (3)-year terms, unless otherwise stated in the SummitOne Amended Bylaws, as may be amended from time to time. Following the initial terms or in the event of a vacancy, and until the SummitOne Board changes the size or composition of the SummitOne Board pursuant to Section 4.5.4. below, the Systems of Care will nominate their respective new and/or replacement System of Care Directors, and the SummitOne Board shall be entitled to review and approve or disapprove System of Care nominees. If the SummitOne Board disapproves of a nominee, the nominating System of Care shall re-nominate another candidate, who shall then be subject to the same process. System of Care Directors shall not serve on a System of Care Board during their terms as System of Care Directors on the SummitOne Board. Following the initial terms or in the event of a vacancy, and until the SummitOne Board changes the size or composition of the SummitOne Board pursuant to Section 4.5.4. below, At-Large Directors will be appointed by the SummitOne Board in consultation with the SummitOne CEO and SummitOne President. The SummitOne Board shall also be entitled to remove Directors; provided, however, *Ex-Officio* Directors shall only be removed upon termination of employment or vacating the office of SummitOne CEO and SummitOne President, respectively. The SummitOne Executive Team shall be prohibited from serving on the SummitOne Board during their term of employment and for a period of ten (10) years thereafter, provided that the SummitOne CEO and the SummitOne President are not prohibited from serving as *Ex-Officio* Directors during their term of employment.


4.3 SummitOne Leadership. The following provisions shall govern the leadership of SummitOne:

4.3.1 Board Chair. The first SummitOne Board Chair will be selected by UPH and will serve a term of two (2) years. The second SummitOne Board Chair will be selected by Presbyterian and will serve a term of two (2) years. Thereafter, the SummitOne Board Chair will be selected in accordance with the SummitOne Amended Bylaws, as may be amended from time to time.

4.3.2 SummitOne CEO and SummitOne President. Dale Maxwell will serve as the initial Chief Executive Officer of SummitOne (the "**SummitOne CEO**"). Clay Holderman will serve as the initial President of SummitOne (the "**SummitOne President**"). The SummitOne CEO and SummitOne President will have direct line reporting for those functional areas and leaders as depicted on the Initial SummitOne Organization Chart set forth in Exhibit 4.3.2 attached hereto (the "**SummitOne Org Chart**"), as amended from time to time by the SummitOne CEO and SummitOne President. The SummitOne CEO and SummitOne President shall engage in collaborative decision-making across SummitOne and all subsidiaries of SummitOne, including but not limited to the MSO, the Systems of Care, and their respective Subsidiaries (the "**Enterprise**") and seek to find consensus in all material decisions. However, each will maintain lead roles in decisions impacting their hierarchy of direct line reporting. The SummitOne CEO will report directly to the SummitOne Board, and the SummitOne President shall report to the SummitOne CEO; provided, however, any employment action, including, but not limited to, change in the employment status or relationship of Mr. Holderman shall only be made by the SummitOne Board.



4.3.3 Executive Team. The titles for the initial SummitOne leadership team (the "**SummitOne Executive Team**") will be as set forth on the SummitOne Org Chart. On or before the Closing Date, the individual leaders designated to fill the roles of the accompanying titles will be determined by the SummitOne CEO and SummitOne President.



4.4 Reserved Powers. The Organizational Documents of SummitOne and the Systems of Care shall include the reserved powers set forth below (the "**Reserved Powers**") and shall provide that the Reserved Powers may not be amended except with approval of SummitOne and each System of Care.

4.4.1 SummitOne Reserved Powers. With respect to the Enterprise, SummitOne (whether through the SummitOne Board or SummitOne management) shall have and may exercise all of the rights, powers, and authorities of an exempt corporation organized under Delaware law other than any rights, powers, and authorities expressly held exclusively by the Systems of Care as set forth below, or held by any individual Subsidiary as required by applicable law or accreditation standards. Specifically, but not by way of limitation, SummitOne has final and exclusive authority to:

- (A) Select, approve, and/or remove all At-Large Directors;
- (B) Review, approve, and/or remove individuals nominated to the SummitOne Board by the Systems of Care;
- (C) Review, approve, and/or remove individuals nominated to a System of Care Board of Directors;
- (D) Select, approve, and/or remove the SummitOne President and/or the SummitOne CEO;
- (E) Select, approve, and/or remove the executive leadership team of each System of Care;
- (F) Initiate and approve all strategic and operating plans for the Enterprise;
- (G) Initiate and approve all health plan, population health, and care financing strategies, and establish outcomes with respect thereto;
- (H) Initiate and approve all strategic affiliations, joint ventures, acquisitions, and creation of new subsidiaries within SummitOne;
- (I) Initiate and approve the addition of new systems of care to SummitOne;
- (J) Initiate and approve the merger, consolidation, sale, lease of assets or operations, divestiture, dissolution, or liquidation of SummitOne, the MSO, or any health plan;
- (K) Initiate and approve all strategic, operating, and capital budgets for the Enterprise;
- (L) Allocate capital among SummitOne's Subsidiaries to drive strategy and growth objectives of the Enterprise and maximize overall performance;
- (M) Initiate and approve all intercompany transfers of cash and assets among SummitOne's Subsidiaries;
- (N) Initiate and approve all non-budgeted operating expenses and capital expenditures which, individually or in the aggregate, exceed thresholds to be established by SummitOne from time to time;

- (O) Manage and control all treasury activities for SummitOne and the Enterprise including, but not limited to, consolidating or otherwise making changes to the respective System of Care's obligated groups, and consolidating cash-management;
- (P) Initiate and approve the incurrence, assumption, or guarantee of all debt by SummitOne or any Subsidiary of SummitOne;
- (Q) Initiate and approve all changes to the governing documents of SummitOne;
- (R) Initiate and approve all changes to the governing documents of any System of Care;
- (S) Create the clinical, operational, financial, and strategic standards for the Enterprise;
- (T) Define all outcomes regarding quality, standards of care, and patient safety for the Enterprise;
- (U) Provide all system support services and management services organization functions ("MSO") for the Enterprise to create and promote financial and operational efficiencies, including all decisions regarding outsourcing, consolidation, work force deployment, contracting, and/or use of third parties to provide services;
- (V) Deploy best in class tools to drive efficiencies and to improve access and consumer experience throughout the Enterprise;
- (W) Initiate, approve, reject, and/or revise any contracts that call for the provision of Enterprise services or that call for expenditures of sums which, individually or in the aggregate, exceed thresholds to be established by SummitOne from time to time;
- (X) Initiate and approve any declaration of bankruptcy by SummitOne or any Subsidiary of SummitOne;
- (Y) Initiate and approve all regulatory and corporate compliance, conflict of interest, financial aid, patient collections, risk management, and litigation policies and procedures for the Enterprise;
- (Z) Authority over all decisions impacting the Enterprise's compliance with Laws, tax exempt status, and/or its ability to participate in Medicaid, Medicare, and/or any other program with a Governmental Entity;
- (AA) Develop its own mission, vision, values, and brand consistent with its purpose of supporting and strengthening the Systems of Care; and

- (BB) For a period of three (3) years after the Closing, periodically review the performance of SummitOne against the output of the Phase 3 synergy work produced by Kaufman Hall.

4.4.2 **System of Care Reserved Powers**. With respect to each System of Care and its respective Subsidiaries, subject to and consistent with the policies, procedures, thresholds, governing documents, and/or overall strategic, operating, and/or capital plans/budgets as established and/or amended by SummitOne from time to time (collectively, the “**SummitOne Policies**”), each System of Care (whether through the System of Care Board or System of Care management) shall have and may exercise all of the rights, powers, and authorities of an entity organized under applicable corporate laws of the System of Care’s domiciliary state, or held by any individual Subsidiary as required by applicable law or accreditation standards. In furtherance of the foregoing, each System of Care has authority with regard to the following matters and will exercise such authority subject to and consistent with all SummitOne Policies:

- (A) Retain, maintain, and continue to use its own mission, vision, and values;
- (B) Retain, maintain, and continue to use and own all legacy, local and system-wide branding and naming conventions;
- (C) Define the needs and service offerings for the communities served within the System of Care;
- (D) Recommend the development of any new service lines, business lines, or centers of excellence not previously provided within the System of Care, and the discontinuance of any existing service lines, business lines, or centers of excellence;
- (E) Initiate and approve the System of Care’s strategies related to physician alignment and service line deployment;
- (F) Initiate and approve the physician and advanced practitioner resource plans within the System of Care;
- (G) Initiate and approve the distribution of the System of Care’s allocated capital within the System of Care to maximize overall performance;
- (H) Initiate and approve the multi-year equipment and facility capital plans of the System of Care;
- (I) Recommend strategic affiliations, joint ventures, acquisitions, and the creation of new Subsidiaries within the System of Care;
- (J) Recommend any merger, consolidation, sale, lease of assets or operations, divestiture, dissolution, or liquidation within the System of Care;
- (K) Approve the Community Health Needs Assessments for the System of Care;

- (L) Deploy and execute the SummitOne Policies within the System of Care;
- (M) Initiate and approve the leadership structure and composition within any Subsidiary of the System of Care;
- (N) Initiate and approve the hiring or removal of the executive leadership team within any Subsidiary of the System of Care;
- (O) Initiate and approve the leadership succession plans within any Subsidiary of the System of Care;
- (P) Review, approve, and/or remove individuals nominated to the Board of Directors within any Subsidiary of the System of Care;
- (Q) Initiate and approve any changes to the governing documents of any Subsidiary of the System of Care;
- (R) Enforce the Enterprise Conflict of Interest Policy for the System of Care's Board of Directors and leadership, and the Board of Directors and leadership of any Subsidiary of the System of Care;
- (S) Recommend any additional strategic and accretive capital investments beyond allocated capital;
- (T) Recommend the System of Care's operating and capital budgets;
- (U) Recommend the leadership structure and composition for the System of Care's executive leadership team;
- (V) Recommend the hiring or removal of the System of Care's executive leadership team;
- (W) Recommend the System of Care's executive leadership team succession plans;
- (X) Nominate, and the right to remove, the System of Care's allocated number of individuals (if any) to the SummitOne Board;
- (Y) Nominate, and the right to remove, the System of Care's Board members;
- (Z) Input into performance evaluations for the SummitOne President and the SummitOne CEO;
- (AA) Input into performance evaluations for the System of Care's executive leadership team;
- (BB) Input into SummitOne's strategic planning processes and recommendation of strategic initiatives and investments;

- (CC) For a period of three (3) years after the Closing, input into the periodic performance review of SummitOne against the output of the Phase 3 synergy work produced by Kaufman Hall;
- (DD) Input into health plan, value-based care, and payor contracting decisions within the System of Care;
- (EE) Recommend changes to the System of Care's governing documents;
- (FF) Appoint, credential, and grant privileges to the medical staffs, and oversight of medical staff matters, within the System of Care;
- (GG) Oversight of, and compliance with, the Centers for Medicare & Medicaid Services requirements pertaining to quality, patient safety, infection control, and emergency preparedness within the System of Care;
- (HH) Oversight of, and compliance with, licensure and accreditation requirements within the System of Care;
- (II) Oversight and management of foundations and local philanthropic efforts within the System of Care;
- (JJ) Oversight of clinical and operational performance within the System of Care;
- (KK) Develop and maintain local provider relationships within the System of Care; and
- (LL) Recommend accretive growth opportunities within the System of Care.

4.5 **System of Care Governance.**

4.5.1 **Organizational Documents.** The powers and responsibilities of the Presbyterian Board and the UPH Board, together with all other issues of corporate governance of Presbyterian and UPH, will continue to be governed by their respective Organizational Documents, subject to Sections 3.2.1, 3.2.2 and 4.4. The powers and responsibilities of Presbyterian's and UPH's respective Subsidiaries will continue to be governed by their respective Organizational Documents, provided that each System of Care will cause its respective Subsidiaries to comply with the terms of this Agreement, as applicable. Each System of Care will ensure that on the Closing Date its Organizational Documents and the Organizational Documents of its respective Subsidiaries, and any agreements between the System of Care and its Subsidiaries, are not in conflict with the governance provisions, division of responsibilities and Reserved Powers described in this Article 4 or with the SummitOne Amended Certificate or the SummitOne Amended Bylaws. For purposes of this Agreement, Meriter Health Services, Inc., ("**Meriter**") and its subsidiaries shall not be considered "Subsidiaries" of UPH, and the Amended and Restated Affiliation Agreement between Meriter and UPH dated June 30, 2017, shall continue to govern the relationship between Meriter and UPH.

4.5.2 System of Care Boards. The Parties will retain their separate boards of directors (individually a “**System of Care Board**” or collectively the “**System of Care Boards**”); provided, however, the SummitOne Board will have the authority to review, approve, and/or remove the directors of the System of Care Boards.

4.5.3 Consolidation. The Parties intend for the Affiliation to result in the ability to fully consolidate the balance sheets of the Systems of Care and related Subsidiaries and create a single obligated group for purposes of engaging in financing transactions. The Parties agree to take reasonable additional steps necessary to effectuate such intent.

4.5.4 Best Practices. The SummitOne Board will re-evaluate the size and composition of the SummitOne Board when the total number of Directors exceeds fourteen (14) in order to ensure the size of the SummitOne Board is consistent with industry best practices considering the then-current scope of responsibilities of the SummitOne Board.

4.6 Tax-Exemption. It is the intent of the Parties that SummitOne qualify as a tax-exempt organization under Section 501(c)(3) of the Code and qualify as a public charity under Section 509(a) of the Code as a supporting organization of the Systems of Care and the non-profit Subsidiaries. Likewise, the Parties intend for this Affiliation and all actions and changes to the System of Care Organizational Documents required by this Agreement to have no impact on the tax-exempt status and public charity status of the Systems of Care and Subsidiaries, as applicable. Accordingly, in the event one or more changes are required of the SummitOne Organizational Documents or the System of Care Organizational Documents by the Internal Revenue Service in order to receive or retain tax-exempt status or public charity status, any conflicting provisions set forth in this Agreement shall be automatically amended and superseded to the least extent possible in order to obtain or maintain tax-exempt status and public charity status.

4.7 Corporate Offices. SummitOne’s initial corporate headquarters will be in the Denver, Colorado metropolitan area. The SummitOne CEO and the SummitOne President will determine appropriate standards and requirements for the SummitOne leadership team to spend time at SummitOne’s corporate headquarters and to spend time in the communities served by the Systems of Care, as necessary to establish and develop relationships while being responsible stewards of the organization’s resources.

4.8 Future Systems of Care and Governance. It is the intent of the Parties to establish a governance model that is capable of adding new integrated healthcare delivery systems (each a “**New System of Care**”) in the future. As such, subject to Section 4.5.4, a New System of Care will be granted proportional representation on the SummitOne Board based upon the net revenue of the New System of Care compared to the net revenue of the current SummitOne Systems of Care; provided, however, in no event will any New System of Care have more than five (5) System of Care Directors on the SummitOne Board. One (1) new At-Large Director will be added for every three (3) new System of Care Directors. New At-Large Directors will be selected by the SummitOne Board in consultation with the SummitOne CEO and the SummitOne President.

ARTICLE V. COVENANTS INTENTIONALLY OMITTED

ARTICLE VI. REPRESENTATIONS AND WARRANTIES OF PRESBYTERIAN

Except as set forth on Presbyterian's Disclosure Schedules, Presbyterian hereby represents and warrants to UPH as of the Closing Date as follows:

6.1 **Organization and Good Standing.** Presbyterian and each of its Subsidiaries is duly organized, validly existing and in good standing under the Laws of the states in which such entity is organized, and has all requisite corporate power and authority to own, lease and operate its properties and to carry on its businesses as now being conducted. Presbyterian is an organization described in Section 501(c)(3) of the Internal Revenue Code, and is a public charity described in Section 509(a) of the Internal Revenue Code. To the Knowledge of Presbyterian, no event or condition has occurred, and no circumstances exist that pose a material risk to the tax-exempt status or public charity status of Presbyterian or any of its tax-exempt Subsidiaries or the tax-exempt status of any tax-exempt bonds of Presbyterian or any Subsidiary. Presbyterian and each of its Subsidiaries is duly qualified as a foreign entity to do business, and is in good standing, in each jurisdiction where the character of its properties owned, operated or leased or the nature of its activities makes such qualification necessary, except where the failure to be so qualified would not have a Material Adverse Effect.

6.2 **Authorization.** The execution, delivery and performance by Presbyterian of this Agreement and each instrument executed and to be executed by Presbyterian in connection herewith, and Presbyterian's consummation of the transactions provided for herein: (i) have been duly authorized by all necessary Presbyterian corporate action, (ii) do not violate the Organizational Documents of Presbyterian (provided that in the case of the performance of this Agreement and the consummation of the transactions provided for herein, this representation and warranty shall refer to such Organizational Documents at they may be amended as of the Closing Date), (iii) will not result in a violation of, or constitute, with or without due notice or lapse of time or both, a default, or give rise to any right of termination, cancellation or acceleration, under any of the terms, conditions or provisions of any material contract to which Presbyterian or any of its Subsidiaries is a party or is bound, and (iv) will not violate any order, writ, injunction, decree, judgment, statute, treaty, rule or regulation applicable to Presbyterian or any of its Subsidiaries that is material to the current operation of Presbyterian or any of its Subsidiaries.

6.3 **Binding Effect.** This Agreement and each document and instrument executed and to be executed by or on behalf of Presbyterian in connection herewith has been (or when executed and delivered will be) duly executed and delivered by Presbyterian and, assuming due authorization, execution and delivery by the other Parties, constitute the legal, valid and binding obligations of Presbyterian enforceable against Presbyterian in accordance with the terms hereof or thereof, subject to applicable bankruptcy, insolvency, reorganization, moratorium or other similar Laws affecting creditors' rights generally and subject, as to enforceability, to general principles of equity.

6.4 **Consents and Approvals.** Presbyterian has obtained, or is in the process of obtaining such that by the Closing Date Presbyterian will have obtained, all consents, approvals, and authorizations, and has made, or is in the process of making such that by the Closing Date Presbyterian will have made, all declarations, notifications, and filings of or to any person, third-party entity, or Governmental Entity that is required for the valid authorization, execution, delivery

and performance by Presbyterian of this Agreement except where the failure to have such consent, approval, authorization or declaration or to make such notification or filing would not adversely affect the consummation of the transactions contemplated by this Agreement or have a Material Adverse Effect.

6.5 **Litigation.** To the Knowledge of Presbyterian, except as set forth in Exhibit 6.5, there are no claims, actions, suits, proceedings, or investigations, including but not limited to, malpractice claims, pending or threatened against Presbyterian or its Subsidiaries: (a) in excess of \$10 million (claim or demand), other than claims that are within the scope and applicable caps of insurance policies or self-insurance currently maintained by Presbyterian or its Subsidiaries; or (b) affecting the property or assets of Presbyterian or its Subsidiaries or any portion thereof, or relating to or arising out of the ownership and operation of Presbyterian or its Subsidiaries or the conduct by Presbyterian or its Subsidiaries of their affairs which would adversely affect the consummation of the transactions contemplated by this Agreement or have a Material Adverse Effect.

6.6 **Tax Matters.** Presbyterian and its Subsidiaries have duly and timely filed all federal, state, local and other tax returns and reports required to be filed prior to the date hereof and have duly paid when due all taxes reflected on such returns as required to be paid in respect to the periods covered by such returns. No material issues have been raised in connection with any pending review or audit of any tax return or report of Presbyterian or its Subsidiaries, and neither Presbyterian nor any of its Subsidiaries is a party to any governmental proceeding, audit or, to the Knowledge of Presbyterian, investigation for the assessment or collection of taxes, and no claim for taxes is pending or, to the Knowledge of Presbyterian, threatened, except for potential routine matters, which would not, individually or in the aggregate, have a Material Adverse Effect.

6.7 **Compliance with Law.** Except as set forth on Exhibit 6.7, to the Knowledge of Presbyterian, Presbyterian and its Subsidiaries are in compliance with applicable Laws, including, but not limited to, (i) federal and state fraud and abuse Laws, including but not limited to all such laws related to making of false claims, (ii) the federal anti-kickback statute, (iii) all Environmental Laws, (iv) the Employee Retirement Income Security Act of 1974 ("**ERISA**"), (v) the Health Insurance Portability and Accountability Act of 1996 ("**HIPAA**"), including, but not limited to, any and all disclosure and breach reporting requirements under HIPAA, (vi) the Americans with Disabilities Act, (vii) civil monetary penalties Laws, (viii) governmental healthcare program exclusion Laws, (ix) the Stark Law, (x) any applicable data privacy Laws, (xi) state insurance Laws, and (xii) all applicable licensing, registration, certification or Medicare condition of participation requirements, (xiii) Clinical Laboratory Improvement Amendments requirements, (xiv) all reimbursement regulations and guidance of any material third party payor, and (xv) all corporate practice of medicine and professional fee splitting Laws, the failure to comply with any of which would impair the ability of Presbyterian to perform its obligations under this Agreement, prevent Presbyterian from consummating the transactions described in this Agreement, or have a Material Adverse Effect. Neither Presbyterian nor its Subsidiaries have received any written or oral claim or notice from any Governmental Entity that any of their properties or activities violate any Law, which such violation would impair the ability of Presbyterian to perform its obligations under this Agreement, prevent Presbyterian from consummating the transactions described in this Agreement, or have a Material Adverse Effect. Neither Presbyterian nor any of its Subsidiaries is in violation of or in default with respect to, any order, injunction, judgment or decree of any Governmental Entity that would have a Material Adverse Effect, and, no claim relating to the

matters set forth in this section is pending or, to the Knowledge of Presbyterian, threatened against Presbyterian or its Subsidiaries that would have a Material Adverse Effect. Neither Presbyterian nor any of its Subsidiaries, nor any officer, director, employee or agent of Presbyterian or its Subsidiaries has been subject to any settlement agreement, corporate integrity agreement or a similar agreement (e.g., deferred prosecution agreement) with the United States Department of Health and Human Services Office of the Inspector General or any other Governmental Entity.

6.8 **Financial Statements.** The combined audited financial statements of Presbyterian and its Subsidiaries for the most recent available fiscal year, and the unaudited financial statements for the period beginning at the end of the most recently audited fiscal year and ending at the end of the calendar quarter immediately preceding the date on which this representation is made (the “**Presbyterian Financial Statements**”) as delivered to UPH, are true and correct in all material respects, fairly present the financial condition of Presbyterian and its Subsidiaries, do not distort Presbyterian’s or its Subsidiaries’ ownership and operation of their respective assets and business, and were prepared in accordance with generally accepted accounting principles consistently applied, except that the unaudited financial statements are subject to normal year-end adjustments (which adjustments will not to the Knowledge of Presbyterian have a Material Adverse Effect) and do not have notes included therewith. All of the assets and liabilities of Presbyterian and its Subsidiaries required to be disclosed or reserved for in financial statements prepared in accordance with generally accepted accounting principles are disclosed or reserved for in the Presbyterian Financial Statements except for liabilities arising in the Ordinary Course of Business since the date of the most recent Presbyterian Financial Statements delivered to UPH. Since the date of the most recent Presbyterian Financial Statements delivered to UPH, to the Knowledge of Presbyterian, there have not been (i) any changes which have a Material Adverse Effect; (ii) any claim, damage, restriction or loss which has a Material Adverse Effect; or (iii) any labor or personnel disputes or any event or condition of any kind which has a Material Adverse Effect, including but not limited to claims regarding wages, benefits, terms and conditions of employment, discrimination, workplace safety or termination from employment.

6.9 **Necessary Licensure.** Presbyterian and its Subsidiaries have all permits, licenses, accreditations, orders, and approvals, including but not limited to hospital, long term care, home and community based services, pharmacy, laboratory, insurance, health plan, and other ancillary department licenses, accreditations, certificate of need approvals, and provider agreements (collectively referred to as “**Licenses**”) from each Governmental Entity or licensing or accrediting body required for Presbyterian and its Subsidiaries to conduct their respective businesses as presently conducted in all material respects, and to the Knowledge of Presbyterian, Presbyterian and its Subsidiaries are in material compliance with all requirements for maintenance of such Licenses and there is no statement of deficiencies, survey report, complaint, plan of correction or other notice of noncompliance that may result in the revocation, termination, suspension or material limitation of any of the Licenses or material payment that would have a Material Adverse Effect on Presbyterian or any of its Subsidiaries. There is not now pending or, to the Knowledge of Presbyterian, threatened any action by or before any Governmental Entity to revoke, cancel, rescind, modify or refuse to renew any of the Licenses.

6.10 **No Broker.** No agent, broker, investment banker, financial advisor or other firm or person is or will be entitled to any broker’s or finder’s fee or any other commission or similar fee from Presbyterian in connection with this Agreement and the transactions contemplated herein.

6.11 **Insurance.** Presbyterian and each of its Subsidiaries maintains fire and casualty, professional liability, general liability, workers' compensation, directors and officers, cybersecurity, and other insurance coverage in such amounts and against such risks as are usually insured against by comparable healthcare entities engaged in the healthcare industry, and has paid when due all insurance premiums under such insurance policies; provided that to the extent Presbyterian is self-insured, Presbyterian (i) maintains commercially reasonable reserves in connection with such potential claims in an amount similar to those retained by insurers engaged in the business of insurance and in a manner consistent with other comparable self-insured healthcare entities and (ii) maintains a current policy of umbrella/excess coverage in an amount consistent with self-insured healthcare entities considering the amount of reserves on hand.

6.12 **Medicare and Medicaid.** Presbyterian and each Presbyterian Subsidiary required to be so qualified is qualified for participation in and is a participant under Medicare and Medicaid. To the Knowledge of Presbyterian, except as set forth in Exhibit 6.12, the operation of Presbyterian and each of its Subsidiaries is and has at all times been in substantial compliance with the conditions and standards of participation in and with the rules, regulations and guidance of the Medicare and Medicaid programs and such other governmental third-party reimbursement programs in which Presbyterian and its Subsidiaries participate, except for such noncompliance as would not have a Material Adverse Effect on Presbyterian. To the Knowledge of Presbyterian and except as set forth in Exhibit 6.12, there are no material disputes, surveys, audits, investigations, inquiries or claims pending or threatened involving Presbyterian, any of its Subsidiaries or any of their respective employees under such reimbursement programs, and there is no basis for any such dispute or material claim such that any dispute or material claim would impair the ability of Presbyterian to perform its obligations under this Agreement, prevent Presbyterian from consummating the transactions described in this Agreement, or have a Material Adverse Effect. Presbyterian and its Subsidiaries are not and have not been excluded from providing services under federal healthcare programs or otherwise barred from doing business with a Governmental Entity, and none of their directors, officers or managers are or have been excluded from federal healthcare programs or otherwise barred from doing business with a Governmental Entity.

6.13 **Billing Practices.** To the Knowledge of Presbyterian, except as set forth in Exhibit 6.13, (i) all billing practices of Presbyterian and its Subsidiaries to all third-party payors, including any Governmental Entity payors and private insurance companies, have been in compliance with all applicable Laws and policies of such third-party payors and Governmental Entity payors in all material respects, and (ii) Presbyterian and its Subsidiaries have not billed or received any payment or reimbursement materially in excess of amounts allowed by Law. Presbyterian is not subject to, and there are no circumstances currently in existence that would reasonably cause Presbyterian to be subject to, any material overpayment liability, either as a result of any such overpayment identified in any third-party audit, or as would be contemplated under the Medicare 60-day report and return rule. Presbyterian has caused all cost reports required under any Medicare or Medicaid program to be timely filed, and is not subject to any notice of program reimbursement or similar that would result in a material overpayment liability upon finalization of any such cost report.

6.14 **Bonds and Indebtedness.** Presbyterian has disclosed to UPH all material outstanding debt including, but not limited to, all bond issues, and has obtained, if required, all consents required of its master trustee, other bond trustees or other lenders for Presbyterian's execution and performance of this Agreement. Presbyterian is not in default, nor does there exist

any state of facts that, with the passage of time, will result in a default, under Presbyterian's Master Trust Indenture or any other material debt instrument under which Presbyterian is a borrower.

6.15 **No Environmental Contamination.** There have been no acts or omissions occurring on or with respect to real estate currently or previously owned, leased or otherwise used by Presbyterian and its Subsidiaries (collectively, the "**Presbyterian Property**") which to the Knowledge of Presbyterian constitute or result, or which are reasonably likely to have constituted or resulted, in the creation of any federal, state or common law nuisance (whether or not the nuisance condition is, or was, foreseen or unforeseen) or which do not, or have not, complied with environmental Laws including, without limitation, the Clean Water Act, the Clean Air Act, the Resource Conservation and Recovery Act, the Toxic Substances Control Act and the Comprehensive Environmental, Response, Compensation and Liability Act, as amended, and their state and local counterparts, all rules and regulations promulgated thereunder and all other legal requirements associated with the ownership and use of Presbyterian Property (collectively, "**Environmental Laws**") and as a result of which acts or omissions Presbyterian or a Subsidiary is subject to or reasonably likely to incur a material liability. To the Knowledge of Presbyterian, Presbyterian and its Subsidiaries are not subject to or reasonably likely to incur a material liability as a result of its ownership, lease, operation or use of any Presbyterian Property (i) that is contaminated by or contains any hazardous waste, toxic substance or related materials, including without limitation, asbestos, PCBs, pesticides, herbicides, petroleum products, substances defined as "hazardous substances" or "toxic substances" in the Environmental Laws, and any other substance or waste that is hazardous to human health or the environment (collectively, "**Toxic Substances**"), or (ii) on which any Toxic Substance has been stored, disposed of, placed or used in the construction thereof. No claim, action, suit or proceeding is pending or, to the Knowledge of Presbyterian, threatened in writing against Presbyterian or any Subsidiary relating to Presbyterian Property before any court or other Governmental Entity or arbitration tribunal relating to Toxic Substances, pollution or the environment, and there is no outstanding judgment, order, writ, injunction, decree or award against or affecting Presbyterian or any Subsidiary with respect thereto, nor has Presbyterian been notified of any investigation or claim relating thereto.

6.16 **Employee Benefit Plans.**

6.16.1 Each Plan that is maintained, sponsored or contributed to by Presbyterian or any Presbyterian Subsidiary (a "**Presbyterian Plan**") has been established, documented, administered and operated in compliance in all material respects with all applicable Laws and its governing documents. All reports and disclosures relating to the Presbyterian Plans required to be filed with or furnished to Governmental Entities, Presbyterian Plan participants or Presbyterian Plan beneficiaries have been filed or furnished in substantial compliance with all applicable Laws in a timely manner. No material events have occurred with respect to any Presbyterian Plan that would reasonably be expected to result in payment or assessment by or against Presbyterian or any of the Presbyterian Subsidiaries of any material excise taxes under the Code, including any excise tax imposed as a result of noncompliance with the provisions of the Patient Protection and Affordable Care Act of 2010, as amended.

6.16.2 Each Presbyterian Plan that is intended to be qualified under Section 401(a) of the Code (a "**Qualified Plan**") has received, or is permitted to rely on, a favorable

determination letter from the IRS (or in the case of a master or prototype plan, a favorable opinion letter or in the case of a volume submitter plan, a favorable advisory letter) as to its qualification under Section 401(a) of the Code, and to Presbyterian's Knowledge, no event or condition exists, whether by action or by failure to act, that could adversely affect the qualified status of any such Qualified Plan.

6.16.3 Except as set forth on Exhibit 6.16.3, no action is pending or, to the Knowledge of Presbyterian, threatened, asserted or anticipated with respect to any Presbyterian Plan, other than non-material routine claims for benefits in the ordinary course. With respect to each Presbyterian Plan, all contributions, reimbursements and premium payments that are due have been made, and all contributions, reimbursements and premium payments for any period ending on or before the Closing that are not yet due have been made or properly accrued.

6.16.4 No Presbyterian Plan is, and none of Presbyterian, any Presbyterian Subsidiary, any ERISA Affiliate of Presbyterian, or any ERISA Affiliate of a Presbyterian Subsidiary sponsors, maintains, contributes to, is required to contribute to, participates in or otherwise has, or ever had, any liability, with respect to, (i) any defined benefit pension plan, (ii) any plan that is subject to Title IV of ERISA or Section 412 or 430 of the Code, or (iii) any "multiemployer plan" (as defined in ERISA § 3(37)).

6.16.5 Each Presbyterian Plan that is a "nonqualified deferred compensation plan" subject to Section 409A of the Code and the regulations and other guidance issued thereunder has been established, operated and maintained in compliance in all material respects with Section 409A of the Code and such regulations and other guidance issued thereunder.

6.16.6 Except as set forth on Exhibit 6.16.6, neither the execution and delivery of this Agreement, nor the consummation of the transactions described in this Agreement, will (i) result in any payment becoming due to any employee, officer, director, stockholder or independent contractor of Presbyterian or any of the Presbyterian Subsidiaries (whether current, former or retired) or their beneficiaries, (ii) increase any benefits otherwise payable under any Presbyterian Plans, (iii) result in the acceleration of the time of payment or vesting of any such benefits or (iv) result in the incurrence or acceleration of any other obligation related to the Presbyterian Plans or to any employee, officer, director, stockholder or independent contractor of Presbyterian or any of the Presbyterian Subsidiaries, or otherwise, that would not be deductible by reason of Section 280G of the Code or would be subject to an excise tax under Section 4999 of the Code. No Person is entitled to receive any additional payment (including any tax gross-up or other payment) from Presbyterian or any of the Presbyterian Subsidiaries as a result of the imposition of taxes required by Section 4999 of the Code.

6.17 **Labor and Employment Matters.** Except as set forth on Exhibit 6.17, neither Presbyterian nor any of the Presbyterian Subsidiaries is a party to any labor or collective bargaining contract that pertains to employees of Presbyterian or any of the Presbyterian Subsidiaries. Except as set forth on Exhibit 6.17, there are no ongoing or, to the Knowledge of Presbyterian, threatened organizing activities, certification proceedings, petitions seeking a representation or certification

proceeding or collective bargaining arrangements that could affect Presbyterian or any of the Presbyterian Subsidiaries pending with any labor organization or group of employees of Presbyterian or any of the Presbyterian Subsidiaries. Except as set forth on Exhibit 6.17, there are no unfair labor practice changes, material grievances or arbitrations pending or, to the Knowledge of Presbyterian, threatened, against Presbyterian or any Presbyterian Subsidiary whether under a collective bargaining agreement or otherwise. There is no labor dispute, strike, controversy, slowdown, work stoppage or lockout pending or threatened against or affecting Presbyterian or any of the Presbyterian Subsidiaries.

6.18 **CARES Act Funds.** To the extent Presbyterian and any Subsidiary received CARES Act Provider Relief Funds, Paycheck Protection Program (“PPP”) Loans or MAP Funds, (i) to Presbyterian’s knowledge, it has made truthfully and in good faith all attestations, certifications and other submissions or filings required in accordance therewith and has complied with all other requirements and covenants in connection with any such programs for which it has applied or received relief, (ii) it has not been made the subject of or received any notice of any audit or review by any Governmental Entity or payor in connection therewith other than has been disclosed to UPH prior to the Signing Date, and updated prior to the Closing Date, (iii) it has maintained books and records sufficient to qualify or satisfy the terms and conditions for relief (including forgiveness under the PPP) under any such programs for which such application was made, and (iv) it has utilized all such funds received by it in accordance with all applicable Law and the applicable terms and conditions. Presbyterian and any Subsidiary have used 100% of the proceeds of the PPP Loan only for “allowable uses”, as such term is defined in Section 1102 of the CARES Act, kept true and correct records relating to the PPP Loan, and have received forgiveness of 100% of the PPP Loan.

6.19 **Cybersecurity.** Presbyterian’s and its Subsidiaries’ handling of data is and has been in compliance in all material respects with all applicable privacy policies, terms of use, Laws, and contractual requirements applicable to Presbyterian or its Subsidiaries or to or by which Presbyterian or its Subsidiaries are bound. Presbyterian and its Subsidiaries maintain policies and procedures regarding data security and privacy and maintain administrative, technical, and physical safeguards that are commercially reasonable and, in any event, in compliance with all applicable Laws and contracts applicable to Presbyterian and its Subsidiaries or to or by which Presbyterian and its Subsidiaries are bound. Presbyterian and its Subsidiaries have not identified or caused, nor incurred any ransomware attack or other data breaches that would or could have a Material Adverse Effect on Presbyterian or a Subsidiary.

6.20 **Health Plans.** Presbyterian represents and warrants as follows with regard to the Health Plans.

6.20.1 The Health Plans have duly and timely filed all annual reports required to be filed with the applicable state department of insurance and, except as set forth on Exhibit 6.20.1, no material issues have been raised in connection with any pending review or investigation of such annual reports or in connection with compliance with applicable state insurance Laws. To the Knowledge of Presbyterian, except as set forth on Exhibit 6.20.1, there are no material disputes, audits, investigations, inquiries, or claims pending or threatened involving the Health Plans or any of their respective employees with respect to compliance with state insurance Laws, and there is no basis for any such dispute or material

claim that would impair the ability of Presbyterian to perform its obligations under this Agreement, prevent Presbyterian from consummating the transactions described in this Agreement, or have a Material Adverse Effect. The Health Plans meet the minimum surplus requirements required by applicable state Law.

6.20.2 The Health Plans that offer Medicare Advantage products and Medicaid managed care products are in substantial compliance with the conditions for contracting with and the Centers for Medicare and Medicaid Services contract requirements for, and with the rules and regulations of, the Medicare and Medicaid programs for such products except for compliance issues which would not have a Material Adverse Effect on Presbyterian or the Health Plan. To the Knowledge of Presbyterian, and except as set forth in Exhibit 6.20.2, there are no material disputes, audits, investigations, inquiries, or claims pending or threatened involving the Health Plans or any of their respective employees under the Medicare and Medicaid programs for such products, and there is no basis for any such dispute or material claim that would impair the ability of Presbyterian to perform its obligations under this Agreement, prevent Presbyterian from consummating the transactions described in this Agreement, or have a Material Adverse Effect.

ARTICLE VII. REPRESENTATIONS AND WARRANTIES OF UPH

Except as set forth on the UPH Disclosure Schedules, UPH hereby represents and warrants to Presbyterian as of the Closing Date as follows:

7.1 **Organization and Good Standing.** UPH and each of its Subsidiaries is duly organized, validly existing and in good standing under the Laws of the states in which such entity is organized, and has all requisite corporate power and authority to own, lease and operate its properties and to carry on its businesses as now being conducted. UPH is an organization described in Section 501(c)(3) of the Internal Revenue Code, and is a public charity described in Section 509(a) of the Internal Revenue Code. To the Knowledge of UPH, no event or condition has occurred, and no circumstances exist that pose a material risk to the tax-exempt status or public charity status of UPH or any of its tax-exempt Subsidiaries or the tax-exempt status of any tax-exempt bonds of UPH or any Subsidiary. UPH and each of its Subsidiaries is duly qualified as a foreign entity to do business, and is in good standing, in each jurisdiction where the character of its properties owned, operated or leased or the nature of its activities makes such qualification necessary, except where the failure to be so qualified would not have a Material Adverse Effect.

7.2 **Authorization.** The execution, delivery and performance by UPH of this Agreement and each instrument executed and to be executed by UPH in connection herewith, and UPH's consummation of the transactions provided for herein: (i) have been duly authorized by all necessary UPH corporate action, (ii) do not violate the Organizational Documents of UPH (provided that in the case of the performance of this Agreement and the consummation of the transactions provided for herein, this representation and warranty shall refer to such Organizational Documents at they may be amended as of the Closing Date), (iii) will not result in a violation of, or constitute, with or without due notice or lapse of time or both, a default, or give rise to any right of termination, cancellation or acceleration, under any of the terms, conditions or provisions of any material contract to which UPH or any of its Subsidiaries is a party or is bound, and (iv) will not violate any order, writ, injunction, decree, judgment, statute, treaty, rule or regulation

applicable to UPH or any of its Subsidiaries that is material to the current operation of UPH or any of its Subsidiaries.

7.3 **Binding Effect.** This Agreement and each document and instrument executed and to be executed by or on behalf of UPH in connection herewith has been (or when executed and delivered will be) duly executed and delivered by UPH and, assuming due authorization, execution and delivery by the other Parties, constitute the legal, valid and binding obligations of UPH enforceable against UPH in accordance with the terms hereof or thereof, subject to applicable bankruptcy, insolvency, reorganization, moratorium or other similar Laws affecting creditors' rights generally and subject, as to enforceability, to general principles of equity.

7.4 **Consents and Approvals.** UPH has obtained, or is in the process of obtaining such that by the Closing Date UPH will have obtained, all consents, approvals, and authorizations, and has made, or is in the process of making such that by the Closing Date UPH will have made, all declarations, notifications, and filings of or to any person, third-party entity, or Governmental Entity that is required for the valid authorization, execution, delivery and performance by UPH of this Agreement except where the failure to have such consent, approval, authorization or declaration or to make such notification or filing would not adversely affect the consummation of the transactions contemplated by this Agreement or have a Material Adverse Effect.

7.5 **Litigation.** To the Knowledge of UPH, except as set forth in Exhibit 7.5, there are no claims, actions, suits, proceedings, or investigations, including but not limited to, malpractice claims, pending or threatened against UPH or its Subsidiaries: (a) in excess of \$10 million (claim or demand), other than claims that are within the scope and applicable caps of insurance policies or self-insurance currently maintained by UPH or its Subsidiaries; or (b) affecting the property or assets of UPH or its Subsidiaries or any portion thereof, or relating to or arising out of the ownership and operation of UPH or its Subsidiaries or the conduct by UPH or its Subsidiaries of their affairs which would adversely affect the consummation of the transactions contemplated by this Agreement or have a Material Adverse Effect.

7.6 **Tax Matters.** UPH and its Subsidiaries have duly and timely filed all federal, state, local and other tax returns and reports required to be filed prior to the date hereof and have duly paid when due all taxes reflected on such returns as required to be paid in respect to the periods covered by such returns. No material issues have been raised in connection with any pending review or audit of any tax return or report of UPH or its Subsidiaries, and neither UPH nor any of its Subsidiaries is a party to any governmental proceeding, audit or, to the Knowledge of UPH, investigation for the assessment or collection of taxes, and no claim for taxes is pending or, to the Knowledge of UPH, threatened, except for potential routine matters, which would not, individually or in the aggregate, have a Material Adverse Effect.

7.7 **Compliance with Law.** Except as set forth on Exhibit 7.7, to the Knowledge of UPH, UPH and its Subsidiaries are in compliance with applicable Laws, including, but not limited to, (i) federal and state fraud and abuse Laws, including but not limited to all such laws related to making of false claims, (ii) the federal anti-kickback statute, (iii) all Environmental Laws, (iv) ERISA, (v) HIPAA, including, but not limited to, any and all disclosure and breach reporting requirements under HIPAA, (vi) the Americans with Disabilities Act, (vii) civil monetary penalties Laws, (viii) governmental healthcare program exclusion Laws, (ix) the Stark Law, (x) any

applicable data privacy Laws, (xi) state insurance Laws, and (xii) all applicable licensing, registration, certification or Medicare condition of participation requirements, (xiii) Clinical Laboratory Improvement Amendments requirements, (xiv) all reimbursement regulations and guidance of any material third party payor, and (xv) all corporate practice of medicine and professional fee splitting Laws, the failure to comply with any of which would impair the ability of UPH to perform its obligations under this Agreement, prevent UPH from consummating the transactions described in this Agreement, or have a Material Adverse Effect. Neither UPH nor its Subsidiaries have received any written or oral claim or notice from any Governmental Entity that any of their properties or activities violate any Law, which such violation would impair the ability of UPH to perform its obligations under this Agreement, prevent UPH from consummating the transactions described in this Agreement, or have a Material Adverse Effect. Neither UPH nor any of its Subsidiaries is in violation of or in default with respect to, any order, injunction, judgment or decree of any Governmental Entity that would have a Material Adverse Effect, and, no claim relating to the matters set forth in this section is pending or, to the Knowledge of UPH, threatened against UPH or its Subsidiaries that would have a Material Adverse Effect. Neither UPH nor any of its Subsidiaries, nor any officer, director, employee or agent of UPH or its Subsidiaries has been subject to any settlement agreement, corporate integrity agreement or a similar agreement (e.g., deferred prosecution agreement) with the United States Department of Health and Human Services Office of the Inspector General or any other Governmental Entity.

7.8 **Financial Statements.** The combined audited financial statements of UPH and its Subsidiaries for the most recent available fiscal year, and the unaudited financial statements for the period beginning at the end of the most recently audited fiscal year and ending at the end of the calendar quarter immediately preceding the date on which this representation is made (the “**UPH Financial Statements**”) as delivered to Presbyterian, are true and correct in all material respects, fairly present the financial condition of UPH and its Subsidiaries, do not distort UPH’s or its Subsidiaries’ ownership and operation of their respective assets and business, and were prepared in accordance with generally accepted accounting principles consistently applied, except that the unaudited financial statements are subject to normal year-end adjustments (which adjustments will not to the Knowledge of UPH have a Material Adverse Effect) and do not have notes included therewith. All of the assets and liabilities of UPH and its Subsidiaries required to be disclosed or reserved for in financial statements prepared in accordance with generally accepted accounting principles are disclosed or reserved for in the UPH Financial Statements except for liabilities arising in the Ordinary Course of Business since the date of the most recent UPH Financial Statements delivered to Presbyterian. Since the date of the most recent UPH Financial Statements delivered to Presbyterian, to the Knowledge of UPH, there have not been (i) any changes which have a Material Adverse Effect; (ii) any claim, damage, restriction or loss which has a Material Adverse Effect; or (iii) any labor or personnel disputes or any event or condition of any kind which has a Material Adverse Effect, including but not limited to claims regarding wages, benefits, terms and conditions of employment, discrimination, workplace safety or termination from employment.

7.9 **Necessary Licensure.** UPH and its Subsidiaries have all Licenses from each Governmental Entity or licensing or accrediting body required for UPH and its Subsidiaries to conduct their respective businesses as presently conducted in all material respects, and to the Knowledge of UPH, UPH and its Subsidiaries are in material compliance with all requirements for maintenance of such Licenses and there is no statement of deficiencies, survey report,

complaint, plan of correction or other notice of noncompliance that may result in the revocation, termination, suspension or material limitation of any of the Licenses or material payment, that would have a Material Adverse Effect on UPH or any of its Subsidiaries. There is not now pending or, to the Knowledge of UPH, threatened any action by or before any Governmental Entity to revoke, cancel, rescind, modify or refuse to renew any of the Licenses.

7.10 **No Broker.** No agent, broker, investment banker, financial advisor or other firm or person is or will be entitled to any broker's or finder's fee or any other commission or similar fee from UPH in connection with this Agreement and the transactions contemplated herein.

7.11 **Insurance.** UPH and each of its Subsidiaries maintains fire and casualty, professional liability, general liability, workers' compensation, directors and officers, cybersecurity, and other insurance coverage in such amounts and against such risks as are usually insured against by comparable healthcare entities engaged in the healthcare industry, and has paid when due all insurance premiums under such insurance policies; provided that to the extent UPH is self-insured, UPH (i) maintains commercially reasonable reserves in connection with such potential claims in an amount similar to those retained by insurers engaged in the business of insurance and in a manner consistent with other comparable self-insured healthcare entities and (ii) maintains a current policy of umbrella/excess coverage in an amount consistent with self-insured healthcare entities considering the amount of reserves on hand.

7.12 **Medicare and Medicaid.** UPH and each UPH Subsidiary required to be so qualified is qualified for participation in and is a participant under Medicare and Medicaid. To the Knowledge of UPH, except as set forth in Exhibit 7.12, the operation of UPH and each of its Subsidiaries is and has at all times been in substantial compliance with the conditions and standards of participation in and with the rules, regulations and guidance of the Medicare and Medicaid programs and such other governmental third-party reimbursement programs in which UPH and its Subsidiaries participate, except for such noncompliance as would not have a Material Adverse Effect on UPH. To the Knowledge of UPH and except as set forth in Exhibit 7.12, there are no material disputes, surveys, audits, investigations, inquiries or claims pending or threatened involving UPH, any of its Subsidiaries or any of their respective employees under such reimbursement programs, and there is no basis for any such dispute or material claim such that any dispute or material claim would impair the ability of UPH to perform its obligations under this Agreement, prevent UPH from consummating the transactions described in this Agreement, or have a Material Adverse Effect. UPH and its Subsidiaries are not and have not been excluded from providing services under federal healthcare programs or otherwise barred from doing business with a Governmental Entity, and none of their directors, officers or managers are or have been excluded from federal healthcare programs or otherwise barred from doing business with a Governmental Entity.

7.13 **Billing Practices.** To the Knowledge of UPH, except as set forth in Exhibit 7.13, (i) all billing practices of UPH and its Subsidiaries to all third-party payors, including any Governmental Entity payors and private insurance companies, have been in compliance with all applicable Laws and policies of such third-party payors and Governmental Entity payors in all material respects, and (ii) UPH and its Subsidiaries have not billed or received any payment or reimbursement materially in excess of amounts allowed by Law. UPH is not subject to, and there are no circumstances currently in existence that would reasonably cause UPH to be subject to, any

material overpayment liability, either as a result of any such overpayment identified in any third-party audit, or as would be contemplated under the Medicare 60-day report and return rule. UPH has caused all cost reports required under any Medicare or Medicaid program to be timely filed, and is not subject to any notice of program reimbursement or similar that would result in a material overpayment liability upon finalization of any such cost report.

7.14 **Bonds and Indebtedness.** UPH has disclosed to Presbyterian all material outstanding debt including, but not limited to, all bond issues, and has obtained, if required, all consents required of its master trustee, other bond trustees or other lenders for UPH's execution and performance of this Agreement. UPH is not in default, nor does there exist any state of facts that, with the passage of time, will result in a default, under UPH's Master Trust Indenture or any other material debt instrument under which UPH is a borrower.

7.15 **No Environmental Contamination.** There have been no acts or omissions occurring on or with respect to real estate currently or previously owned, leased or otherwise used by UPH and its Subsidiaries (collectively, the "**UPH Property**") which to the Knowledge of UPH constitute or result, or which are reasonably likely to have constituted or resulted, in the creation of any federal, state or common law nuisance (whether or not the nuisance condition is, or was, foreseen or unforeseen) or which do not, or have not, complied with Environmental Laws and as a result of which acts or omissions UPH or a Subsidiary is subject to or reasonably likely to incur a material liability. To the Knowledge of UPH, UPH and its Subsidiaries are not subject to or reasonably likely to incur a material liability as a result of its ownership, lease, operation or use of any UPH Property (i) that is contaminated by or contains any Toxic Substances, or (ii) on which any Toxic Substance has been stored, disposed of, placed or used in the construction thereof. No claim, action, suit or proceeding is pending or, to the Knowledge of UPH, threatened in writing against UPH or any Subsidiary relating to UPH Property before any court or other Governmental Entity or arbitration tribunal relating to Toxic Substances, pollution or the environment, and there is no outstanding judgment, order, writ, injunction, decree or award against or affecting UPH or any Subsidiary with respect thereto, nor has UPH been notified of any investigation or claim relating thereto.

7.16 **Employee Benefit Plans.**

7.16.1 Each Plan that is maintained, sponsored or contributed to by UPH or any UPH Subsidiary (a "**UPH Plan**") has been established, documented, administered and operated in compliance in all material respects with all applicable Laws and its governing documents. All reports and disclosures relating to the UPH Plans required to be filed with or furnished to Governmental Entities, UPH Plan participants or UPH Plan beneficiaries have been filed or furnished in substantial compliance with all applicable Laws in a timely manner. No material events have occurred with respect to any UPH Plan that would reasonably be expected to result in payment or assessment by or against UPH or any of the UPH Subsidiaries of any material excise taxes under the Code, including any excise tax imposed as a result of noncompliance with the provisions of the Patient Protection and Affordable Care Act of 2010, as amended.

7.16.2 Each UPH Plan that is intended to be qualified under Section 401(a) of the Code (a "**Qualified Plan**") has received, or is permitted to rely on, a favorable determination

letter from the IRS (or in the case of a master or prototype plan, a favorable opinion letter or in the case of a volume submitter plan, a favorable advisory letter) as to its qualification under Section 401(a) of the Code, and to UPH's Knowledge, no event or condition exists, whether by action or by failure to act, that could adversely affect the qualified status of any such Qualified Plan.

7.16.3 Except as set forth on Exhibit 7.16.3, no action is pending or, to the Knowledge of UPH, threatened, asserted or anticipated with respect to any UPH Plan, other than non-material routine claims for benefits in the ordinary course. With respect to each UPH Plan, all contributions, reimbursements and premium payments that are due have been made, and all contributions, reimbursements and premium payments for any period ending on or before the Closing that are not yet due have been made or properly accrued.

7.16.4 No UPH Plan is, and none of UPH, any UPH Subsidiary, any ERISA Affiliate of UPH, or any ERISA Affiliate of a UPH Subsidiary sponsors, maintains, contributes to, is required to contribute to, participates in or otherwise has, or ever had, any liability, with respect to, (i) any defined benefit pension plan, (ii) any plan that is subject to Title IV of ERISA or Section 412 or 430 of the Code, or (iii) any "multiemployer plan" (as defined in ERISA § 3(37)).

7.16.5 Each UPH Plan that is a "nonqualified deferred compensation plan" subject to Section 409A of the Code and the regulations and other guidance issued thereunder has been established, operated and maintained in compliance in all material respects with Section 409A of the Code and such regulations and other guidance issued thereunder.

7.16.6 Except as set forth on Exhibit 7.16.5, neither the execution and delivery of this Agreement, nor the consummation of the transactions described in this Agreement, will (i) result in any payment becoming due to any employee, officer, director, stockholder or independent contractor of UPH or any of the UPH Subsidiaries (whether current, former or retired) or their beneficiaries, (ii) increase any benefits otherwise payable under any UPH Plans, (iii) result in the acceleration of the time of payment or vesting of any such benefits or (iv) result in the incurrence or acceleration of any other obligation related to the UPH Plans or to any employee, officer, director, stockholder or independent contractor of UPH or any of the UPH Subsidiaries, or otherwise, that would not be deductible by reason of Section 280G of the Code or would be subject to an excise tax under Section 4999 of the Code. No Person is entitled to receive any additional payment (including any tax gross-up or other payment) from UPH or any of the UPH Subsidiaries as a result of the imposition of taxes required by Section 4999 of the Code.

7.17 **Labor and Employment Matters.** Except as set forth on Exhibit 7.17, neither UPH nor any of the UPH Subsidiaries is a party to any labor or collective bargaining contract that pertains to employees of UPH or any of the UPH Subsidiaries. Except as set forth on Exhibit 7.17, there are no ongoing or, to the Knowledge of UPH, threatened organizing activities, certification proceedings, petitions seeking a representation or certification proceeding or collective bargaining arrangements that could affect UPH or any of the UPH Subsidiaries pending with any labor organization or group of employees of UPH or any of the UPH Subsidiaries. Except as set forth on Exhibit 7.17, there are no unfair labor practice changes, material grievances or arbitrations

pending or, to the Knowledge of UPH, threatened, against UPH or any UPH Subsidiary whether under a collective bargaining agreement or otherwise. There is no labor dispute, strike, controversy, slowdown, work stoppage or lockout pending or threatened against or affecting UPH or any of the UPH Subsidiaries.

7.18 **CARES Act Funds.** To the extent UPH and any Subsidiary received CARES Act Provider Relief Funds, PPP Loans or MAP Funds, (i) to UPH's knowledge, it has made truthfully and in good faith all attestations, certifications and other submissions or filings required in accordance therewith and has complied with all other requirements and covenants in connection with any such programs for which it has applied or received relief, (ii) it has not been made the subject of or received any notice of any audit or review by any Governmental Entity or payor in connection therewith other than has been disclosed to Presbyterian prior to the Signing Date and updated prior to the Closing Date, (iii) it has maintained books and records sufficient to qualify or satisfy the terms and conditions for relief (including forgiveness under the PPP) under any such programs for which such application was made, and (iv) it has utilized all such funds received by it in accordance with all applicable Law and the applicable terms and conditions. UPH and any Subsidiary have used 100% of the proceeds of the PPP Loan only for "allowable uses", as such term is defined in Section 1102 of the CARES Act, kept true and correct records relating to the PPP Loan, and have received forgiveness of 100% of the PPP Loan.

7.19 **Cybersecurity.** UPH and its Subsidiaries' handling of data is and has been in compliance in all material respects with all applicable privacy policies, terms of use, Laws, and contractual requirements applicable to UPH or its Subsidiaries or to or by which UPH or its Subsidiaries are bound. UPH and its Subsidiaries maintain policies and procedures regarding data security and privacy and maintain administrative, technical, and physical safeguards that are commercially reasonable and, in any event, in compliance with all applicable Laws and contracts applicable to UPH and its Subsidiaries or to or by which UPH and its Subsidiaries are bound. UPH and its Subsidiaries have not identified or caused, nor incurred, any ransomware attack or other data breaches that would or could have a Material Adverse Effect on UPH or a Subsidiary.

ARTICLE VIII. PRE-CLOSING COVENANTS

8.1 From the Signing Date through the Closing Date, no Party will take any action that would cause any of its respective representations or warranties in this Agreement not to be true and correct in any material respect as of the Closing Date, except by written notice to the other Party.

8.2 From the Signing Date through the Closing Date, unless the other Party otherwise consents in writing (subject to applicable antitrust or other legal restrictions), each Party will (a) operate only in the Ordinary Course of Business diligently and in good faith, consistent with past practice, including without limitation paying accounts payable and other obligations when they become due and payable (the Parties are not required to abandon potential partnerships, joint ventures, or other activities that were in process prior to the Signing Date of this Agreement and are disclosed on Exhibit 8.2); (b) not incur any extraordinary, unplanned liabilities; (c) maintain all existing policies of insurance (or comparable policies) in full force and effect; (d) preserve their respective business organizations intact; provided, however, Presbyterian acknowledges that UPH is in the process of or has just completed unwinding an affiliation with Methodist Health Services

Corporation in Peoria, Illinois; and (e) use commercially reasonable efforts to preserve their respective existing relationships with patients, physicians, payors, residents, suppliers, customers, clients, employees and others with whom they have business relations. Subject to applicable antitrust or other legal limitations, between the Signing Date and the Closing Date, the Parties will confer on a regular basis to keep informed with respect to operational matters of a material nature and to report the general status of the ongoing operations of each Party.

8.3 From and after the Signing Date, the Parties will continue to use their best efforts to preserve their respective relationships with sources of funding and reimbursement.

8.4 Each Party shall use its best efforts to carry out and comply with the provisions of this Agreement, to satisfy the conditions applicable to it, and to consummate the Affiliation. The Parties will use commercially reasonable efforts prior to Closing to obtain all certifications, consents, approvals, orders, qualifications, waivers and other actions of any kind required in connection with the consummation of the Affiliation and will work together to resolve any issues with any of the above, if any.

8.5 From the Signing Date through the Closing Date, each Party shall promptly disclose in writing to the other Party any matter arising after the Signing Date that would render inaccurate any of the representations or warranties of the Party set forth in Article VI or VII, as applicable. The delivery of any such updated information will not cure any breach of a representation or warranty nor will it limit any remedy that may be available to any Party under the terms of this Agreement.

8.6 Each Party shall cooperate reasonably with the other in connection with any steps required to be taken as part of their respective obligations under this Agreement, and shall (i) furnish upon request to each other such information; (ii) execute and deliver to each other such other documents; and (iii) do such other acts and things, all as the other Party may reasonably request for the purpose of carrying out the intent of this Agreement and the Affiliation.

8.7 UPH and Presbyterian are subject to a Confidentiality Agreement dated December 12, 2022 ("**Confidentiality Agreement**"), and pursuant to such agreement, the terms of which are hereby confirmed and extended, the existence and terms of this Agreement are confidential.

8.8 At a time to be agreed upon by the Parties, the Parties may make a mutually agreeable press release and such other public announcements as are approved by both Parties and their respective counsel. Any other release to the public of information with respect to the matters in this Agreement will be made only in the form, manner and timing approved by the Parties and their respective counsel.

8.9 From the Signing Date through the Closing Date, unless in the context of adding additional Systems of Care to SummitOne, the Parties agree that they will not participate in communications with any other individuals or entities for similar affiliations with a similarly sized or larger organization.

ARTICLE IX. CLOSING

9.1 **Conditions to Closing.** The following shall be conditions to the obligation of either UPH or Presbyterian to Close the Affiliation, any or all of which may be waived, in whole or in part, to the extent permitted by applicable Law, in a written instrument executed and delivered by the Party or Parties waiving such condition(s):

9.1.1 **Absence of Default.** There shall exist no material default under this Agreement on the part of the other Party.

9.1.2 **Material Adverse Effect.** There shall have been no change in the financial condition, operations or regulatory environment that would have a Material Adverse Effect on the other Party.

9.1.3 **Approvals.** All governmental and contractual approvals or notifications contemplated by Sections 6.4 and 7.4 shall have occurred or been obtained, and to the extent applicable, all required waiting periods shall have expired, including any waiting period required under the Hart-Scott-Rodino Antitrust Improvements Act of 1976.

9.1.4 **No Proceeding or Litigation.** No order of any Governmental Entity shall be in effect that restrains or prohibits the Affiliation. No suit, action, investigation, inquiry or proceeding by any Governmental Entity or other person or entity shall be pending or threatened against any Party to this Agreement that challenges the validity or legality, or seeks to restrain the consummation of, the Affiliation. No written advice shall have been received by any Party to this Agreement from any Governmental Entity stating that an action or proceeding will be filed if the Affiliation is consummated or seeking to invalidate or restrain the Affiliation.

9.1.5 **Other Adverse Change.** There shall have occurred no materially adverse change in Law or economic conditions or other event which in the judgment of Presbyterian or UPH would make the Affiliation inadvisable.

9.1.6 **Satisfaction of Legal Counsel for Presbyterian.** Counsel for Presbyterian shall be satisfied that due diligence has been completed to its reasonable satisfaction, including, without limitation, that any material matters identified during due diligence regarding regulatory matters, compliance with Laws, and the quality of earnings review have been addressed to Presbyterian's and its counsel's satisfaction, that the Affiliation has been duly authorized by all necessary corporate action of UPH, that the Affiliation does not violate the Organizational Documents of UPH, and does not violate any court order or material agreement by which UPH is bound.

9.1.7 **Satisfaction of Legal Counsel for UPH.** Counsel for UPH shall be satisfied that due diligence has been completed to its reasonable satisfaction, including, without limitation, that any material matters identified during due diligence regarding regulatory matters, compliance with Laws, and the quality of earnings review have been addressed to UPH's and its counsel's satisfaction, that the Affiliation has been duly authorized by all necessary corporate action of Presbyterian, that the Affiliation does not violate the

Organizational Documents of Presbyterian, and does not violate any court order or material agreement by which Presbyterian is bound.

9.1.8 Accuracy of Representations and Warranties. The representations and warranties of each Party contained in this Agreement shall have been true and correct in all material respects as of the date of this Agreement and, in addition, such representations and warranties shall be true and correct in all material respects as of the Closing Date, with the same effect as though made as of the Closing Date, except as approved in writing by the Party or Parties for whose benefit the applicable representation or warranty was made.

9.1.9 Validation of Synergies.

- (A) The Board of Directors of Presbyterian shall have approved the results of the Phase 3 synergy analysis.
- (B) The Board of Directors of UPH shall have approved the results of the Phase 3 synergy analysis.

9.1.10 Governing Body Approval. The governing body of each Party shall have approved the Affiliation and authorized the Party's executive(s) to proceed with the Closing.

9.1.11 Exhibits. Each Party shall have accepted and agreed to each Exhibit referenced in this Agreement.

9.1.12 Actions of the Parties. All of the actions contemplated by Section 3.2 of this Agreement shall have occurred as of the Closing Date.

9.2 Closing Date. The closing of the Affiliation (the "Closing") shall occur remotely on July 1, 2023, at 12:01 a.m. (the "Closing Date") or such other date as mutually agreed by the Parties.

9.3 Deliveries by Presbyterian to UPH at the Closing. At the Closing, and simultaneously with the deliveries by UPH to Presbyterian specified in Section 9.4, Presbyterian will deliver or cause to be delivered to UPH the following:

9.3.1 A copy of the resolution(s) of the Presbyterian Board of Directors approving and authorizing the Affiliation and execution and delivery of this Agreement and any related documents, including the Presbyterian Amended Articles and Presbyterian Amended Bylaws described in this Agreement;

9.3.2 Presbyterian Amended Articles and Presbyterian Amended Bylaws certified by an officer of Presbyterian, with the Presbyterian Amended Articles in proper form for filing with the New Mexico Secretary of State;

9.3.3 Certificate of the CEO of Presbyterian, certifying the accuracy, as of the Closing Date, of the respective representations and warranties with respect to Presbyterian

contained in this Agreement and the compliance with and fulfillment of all covenants, agreements, obligations, and conditions required by this Agreement;

9.3.4 A certificate of incumbency for the officers of Presbyterian executing this Agreement and the other documents contemplated by this Agreement;

9.3.5 Any updated Presbyterian Disclosure Schedules or Exhibits to be attached to this Agreement – none of which constitute a Material Adverse Effect pursuant to 9.1.2 or Other Adverse Change pursuant to 9.1.5;

9.3.6 A Certificate of Good Standing issued by the New Mexico Secretary of State as to Presbyterian, dated not more than thirty (30) days prior to Closing; and

9.3.7 Such other agreements, documents, certificates, consents or instruments reasonably requested by UPH as necessary to effectuate the Affiliation on the terms contemplated by this Agreement.

9.4 **Deliveries by UPH to Presbyterian at the Closing.** At the Closing, and simultaneously with the deliveries by Presbyterian to UPH specified in Section 9.3, UPH will deliver or cause to be delivered to Presbyterian the following:

9.4.1 A copy of the resolution(s) of the UPH Board of Directors approving and authorizing the Affiliation and execution and delivery of this Agreement and any related documents, including the UPH Amended Articles and UPH Amended Bylaws described in this Agreement;

9.4.2 UPH Amended Articles and UPH Amended Bylaws certified by an officer of UPH, with the UPH Amended Articles in proper form for filing with the Iowa Secretary of State;

9.4.3 Certificate of the CEO of UPH, certifying the accuracy, as of the Closing Date, of the respective representations and warranties with respect to UPH contained in this Agreement and the compliance with and fulfillment of all covenants, agreements, obligations, and conditions required by this Agreement;

9.4.4 A certificate of incumbency for the officers of UPH executing this Agreement and the other documents contemplated by this Agreement;

9.4.5 Any updated UPH Disclosure Schedules or Exhibits to be attached to this Agreement– none of which constitute a Material Adverse Effect pursuant to 9.1.2 or Other Adverse Change pursuant to 9.1.5;

9.4.6 Certificates of Good Standing issued by the Iowa Secretary of State as to UPH, dated not more than thirty (30) days prior to Closing; and

9.4.7 Such other agreements, documents, certificates, consents or instruments reasonably requested by Presbyterian as necessary to effectuate the Affiliation on the terms contemplated by this Agreement.

9.5 **Deliveries by SummitOne to UPH and Presbyterian at the Closing.** At the Closing, and simultaneously with the deliveries by Presbyterian and by UPH specified in Sections 9.3 and 9.4, SummitOne will deliver or cause to be delivered to UPH and to Presbyterian the following:

9.5.1 A copy of the resolution(s) of the SummitOne Board of Directors approving and authorizing the execution and delivery of a Joinder to this Agreement and any related documents, including the SummitOne Amended Articles and the SummitOne Bylaws described in this Agreement, and including the approval of the SummitOne Directors set forth on Exhibit 4.2;

9.5.2 SummitOne Amended Certificate and SummitOne Amended Bylaws certified by an officer of SummitOne, with the SummitOne Amended Certificate in proper form for filing with the Delaware Secretary of State; and

9.5.3 Such other agreements, documents, certificates, consents, or instruments reasonably requested by the Parties as necessary to effectuate the Affiliation on the terms contemplated by this Agreement.

ARTICLE X. DISPUTE RESOLUTION AND REMEDIES

10.1 Each System of Care will have the authority to enforce the terms of this Agreement by pursuing the dispute resolution process and other remedies described below.

10.2 If a System of Care (referred to for purposes of this Section as the “**Non-Breaching System of Care**”) determines that SummitOne or the other System of Care (referred to for purposes of this Section as the “**Breaching System of Care**”) has acted in a manner that is materially inconsistent with this Agreement, or that a material representation or warranty of the Breaching System of Care was not true as of the date made (a “**Dispute**”), the Non-Breaching System of Care will provide notice of the Dispute (the “**Dispute Notice**”) to SummitOne and/or the Breaching System of Care, as applicable. Within thirty (30) days of receipt of the Dispute Notice, representatives of each System of Care, and SummitOne if applicable, will begin meeting in good faith to agree on a resolution (“**Resolution**”) of the Dispute. Once approved by both System of Care Boards, and, if applicable, the SummitOne Board, the Resolution will be binding on SummitOne, the System of Care Boards, and their Subsidiaries, as applicable. To ensure the Parties’ and SummitOne’s ability to enforce this Agreement, SummitOne will sign a Joinder to this Agreement prior to Closing in the form attached as Exhibit 10.2.

10.3 If the System of Care Boards cannot agree on a Resolution within 60 days of receipt of the Dispute Notice, or if SummitOne fails to perform or disputes the agreed upon Resolution, either System of Care Board or SummitOne may submit the Dispute to mediation before a mediator mutually agreeable to the System of Care Boards and SummitOne.

10.4 If the System of Care Boards and SummitOne are unable to agree on a mediator or if the mediation does not resolve the Dispute, the Non-Breaching System of Care, or SummitOne if applicable, may take any appropriate legal action to enforce the terms and conditions of this Agreement. Each Party hereby irrevocably submits to the jurisdiction of the state or federal courts located in Delaware in connection with any suit, action or other proceeding arising out of or

relating to this Agreement, and hereby agrees not to assert, by way of motion, as a defense, or otherwise in any such suit, action or proceeding that the suit, action or proceeding is brought in an inconvenient forum, that the venue of the suit, action or proceeding is improper or that this Agreement or the subject matter hereof may not be enforced by such courts. The remedies provided for in this Section 10.4 shall not be deemed to be the exclusive remedies for a breach but shall be in addition to all other remedies available at law or in equity, including but not limited to the right to seek an injunction (without the posting of any bond and without proof of actual damages) to prevent breaches or threatened breaches or to require specific performance of this Agreement.

ARTICLE XI. TERMINATION

11.1 By notice given prior to the Closing Date, this Agreement may be terminated as follows:

11.1.1 by UPH if a material breach of any provision of this Agreement has been made or committed by Presbyterian, including any action or set of circumstances that would cause a material representation or warranty made by Presbyterian under this Agreement to be not true and correct;

11.1.2 by Presbyterian if a material breach of any provision of this Agreement has been made or committed by UPH, including any action or set of circumstances that would cause a material representation or warranty made by UPH under this Agreement to be not true and correct;

11.1.3 by either UPH or Presbyterian in the event there shall have occurred between the date of this Agreement and the Closing Date any casualty or other similar event which would prevent the other Party from operating its businesses following the Closing Date in substantially the same manner as it is operated as of the date of this Agreement;

11.1.4 by either UPH or Presbyterian if the Closing has not been completed by December 31, 2023, unless mutually extended by the Parties;

11.1.5 by either UPH or Presbyterian following written notice to the other Party based upon an opinion from such Party's legal counsel that existing or changed Law, interpretations or case law applied to the performance of this Agreement creates a risk of sanction, prosecution, assessment, exclusion, fine or other penalty to the Party giving notice; or

11.1.6 by mutual consent of UPH and Presbyterian.

ARTICLE XII. GENERAL PROVISIONS

12.1 **Post-Closing Covenant.** Each Party shall take any and all reasonable action or actions within its power to ensure that it fulfills its obligations and duties under this Agreement.

12.2 **Notices.** Any and all notices to be given or required to be given hereunder shall be in writing and shall be deemed to have been duly given when (i) personally delivered; (ii) sent by registered or certified mail return receipt requested; (iii) by facsimile with facsimile written receipt, or (iv) by overnight delivery service which provides a written receipt evidencing delivery to the address set forth below:

If to UPH:

UnityPoint Health
Attn: President and CEO
1776 West Lakes Parkway, Suite 400
West Des Moines, Iowa 50266

with a copy to:

UnityPoint Health
Attn: General Counsel
1776 West Lakes Parkway, Suite 400
West Des Moines, Iowa 50266

If to Presbyterian:

Presbyterian Healthcare Services
Attn: President and CEO
9521 San Mateo Blvd. NE
Albuquerque, NM 87113

with a copy to:

Presbyterian Healthcare Services
Attn: General Counsel
9521 San Mateo Blvd. NE
Albuquerque, NM 87113

All notices called for hereunder shall be effective when personally delivered or sent in the manner described above. Either Party may change the address at which notice is required to be given hereunder by giving notice in accordance with the provisions hereof.

12.3 **No Referrals.** The Parties agree that the benefits to each other hereunder do not require, are not payment for, and are not in any way contingent upon the admission or referral of patients or any other arrangement for the provision of any item or service.

12.4 **Expenses.** Except as set forth in a separate writing between the Parties, each Party will pay its own fees and expenses incurred in connection with this transaction, except that the Parties will split, or have split, in equal shares the filing fee for the Hart-Scott-Rodino Premerger Notification and Report Form.

12.5 **No Third-Party Beneficiaries.** Except where otherwise provided in this Agreement, this Agreement is for the sole benefit of Presbyterian and UPH and their permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

12.6 **Severability.** If any term or provision of this Agreement or the application thereof to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Agreement or the application of such terms or provisions to persons or circumstances other than those to which it is held invalid or unenforceable shall not be affected thereby, and such term and provision of the Agreement shall be valid and enforceable to the fullest extent permitted by Law.

12.7 **Entire Agreement.** This Agreement and all Exhibits attached hereto constitutes the entire understanding and agreement between the Parties concerning the subject matter of this Agreement and supersedes all prior written or oral agreements or understandings existing between the Parties concerning the subject matter of this Agreement, with the exception of the Confidentiality Agreement.

12.8 **Waivers and Amendments.** No waiver of any of the provisions or conditions of this Agreement, whether by conduct or otherwise, in any one or more instances, shall be deemed to be or construed as a further and continuing waiver of any such term, provision or condition of this Agreement. No amendment of any provision of this Agreement shall be effective unless in writing and signed by UPH and Presbyterian.

12.9 **Section Headings.** The section headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

12.10 **Construction.** The language used in this Agreement will be deemed to be the language chosen by the Parties to express their mutual intent, and no rule of strict construction shall be applied against either Party. Whenever required by the context, any gender shall include any other gender, the singular shall include the plural and the plural shall include the singular. The words "herein," "hereof," "hereunder," and words of similar import refer to this Agreement as a whole and not to a particular section. Whenever the word "including" is used in this Agreement, it shall be deemed to mean "including, without limitation," "including, but not limited to" or other words of similar import such that the items following the word "including" shall be deemed to be a list by way of illustration only and shall not be deemed to be an exhaustive list of applicable items in the context thereof. Whenever the word "or" is used in this Agreement it shall be deemed to be used in the conjunctive unless the context otherwise requires.

12.11 **Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of each of the Parties and their respective successors and permitted assigns, provided, however, that no Party may assign this Agreement or any rights herein or obligations hereunder without the prior written consent of the other Party, which may be withheld for any reason.

12.12 **Counterparts.** This Agreement and Exhibits attached hereto may be executed in one or more counterparts, each of which shall be deemed to be an original copy of this Agreement,


and all of which when taken together, shall be deemed to constitute one and the same agreement. A facsimile, pdf or other electronic copy of a signature shall be deemed an original for purposes of this Agreement.

12.13 **Governing Law.** All questions concerning the construction, validity, and interpretation of this Agreement and the performance of the obligations imposed by this Agreement will be governed by the Laws of the State of Delaware.

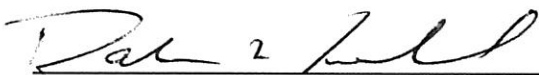
12.14 **Survival.** The representations and warranties set forth in Article VI and Article VII of this Agreement, the Confidentiality Agreement provisions set forth in Section 8.7, and the dispute resolution provisions set forth in Article X of this Agreement shall survive for a period of one (1) year following the Closing Date. No other covenants or agreements contained this Agreement survive the Closing.

IN WITNESS WHEREOF, the Parties have duly executed this Affiliation Agreement as of the date first written above.

IOWA HEALTH SYSTEM D/B/A UNITYPOINT HEALTH


By: CLAY HOLDERMAN
Its: President & CEO

PRESBYTERIAN HEALTHCARE SERVICES


By: DALE MAXWELL
Its: President & CEO

Exhibits

Exhibit 2.1	Definitions
Exhibit 3.2.1(a)	Amended and Restated Articles of Incorporation of UPH
Exhibit 3.2.1(b)	Board Resolutions of UPH
Exhibit 3.2.1(c)	Amended and Restated Bylaws of UPH
Exhibit 3.2.2(a)	Amended and Restated Articles of Incorporation of Presbyterian
Exhibit 3.2.2(b)	Board Resolutions of Presbyterian
Exhibit 3.2.2(c)	Amended and Restated Bylaws of Presbyterian
Exhibit 3.2.3(a)	Amended and Restated Certificate of Incorporation of SummitOne
Exhibit 3.2.3(b)	Board Resolutions of SummitOne
Exhibit 3.2.3(c)	Amended and Restated Bylaws of SummitOne
Exhibit 4.2	SummitOne Board Members
Exhibit 4.3.2	SummitOne Organizational Chart
Exhibit 6.5	Presbyterian Litigation
Exhibit 6.7	Presbyterian Compliance with Law
Exhibit 6.12	Presbyterian Medicare/Medicaid Compliance
Exhibit 6.13	Presbyterian Billing Compliance
Exhibit 6.16.3	Presbyterian Plan Claims
Exhibit 6.16.6	Presbyterian Employee Payments
Exhibit 6.17	Presbyterian Labor
Exhibit 6.20.1	Health Plan Disclosures
Exhibit 6.20.2	Health Plan Medicare/Medicaid Disclosures
Exhibit 7.5	UPH Litigation
Exhibit 7.7	UPH Compliance with Law
Exhibit 7.12	UPH Medicare/Medicaid Compliance
Exhibit 7.13	UPH Billing Compliance
Exhibit 7.16.3	UPH Plan Claims
Exhibit 7.16.6	UPH Employee Payments
Exhibit 7.17	UPH Labor
Exhibit 8.2	Potential Partnerships
Exhibit 10.2	Joinder

Exhibit 2.1

Definitions

1. “CARES Act Provider Relief Funds” means, collectively, any payments received pursuant to the Public Health and Social Services Emergency Fund described in the CARES Act.
2. “Code” means the Internal Revenue Code of 1986 as amended from time to time.
3. “ERISA Affiliate” means any trade or business (whether or not incorporated) that, together with Presbyterian, or any Presbyterian Subsidiary, UPH, or any UPH Subsidiary, as applicable, is treated as a single employer under Section 414(b) or (c) of the Code or, Section 4001(b) of ERISA.
4. “Governmental Entity” or “Governmental Entities” means any foreign, national, state or local government, any political subdivision thereof, any entity exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government, including any governmental authority, bureau, agency, department, board, commission or instrumentality of the United States, any State of the United States or any political subdivision thereof, any contractor of such governmental or quasi-governmental entity, and any court, tribunal or arbitrator(s) of competent jurisdiction, and any self-regulatory organization.
5. “Health Plan” shall mean any health plan in which a System of Care has a controlling interest.
6. “Knowledge” shall mean the actual knowledge of the Chief Executive Officer, Chief Financial Officer, Chief Legal Officer, and Chief Compliance Officer (or similar position) of the Party after due inquiry.
7. “Laws” means any law, statute, ordinance, rule, regulation, code, treaty, or other requirement or rule of law of any Governmental Entity.
8. “MAP Funds” means those advanced payments received from the Medicare Accelerated and Advance Payments Program for providers and suppliers under the CARES Act.
9. “Material Adverse Effect” means (i) with respect to Presbyterian, a material adverse effect on the business, the assets, properties, licensure, results of operations or financial condition of Presbyterian and its Subsidiaries (taken as a whole), including any risk or threat to the Party involving a potential expense, potential uninsured liability, or potential loss of revenue in an amount of \$10 million or greater, or significant public relations crises or lasting impacts to the reputation of Presbyterian, other than an effect directly or indirectly resulting from any one or more of the MAE Exceptions, or (ii) with respect to UPH, a material adverse effect on the business, the assets, properties, licensure, results of operations or financial condition of UPH and its Subsidiaries (taken as a whole), including any risk or threat to the Party involving a potential expense, potential uninsured liability, or potential loss of revenue in an amount of \$10 million or greater, or significant public relations crises or lasting impacts to the reputation of UPH, other than an effect directly or indirectly resulting from any one or more of the MAE Exceptions. For purposes of this definition, “MAE Exceptions” means the following: (a) any change in the United

States or foreign economies or securities or financial markets in general, (b) any change that generally affects the industry in which Presbyterian or UPH, as applicable, operates, (c) any change arising in connection with earthquakes, hurricanes, flooding or other weather-related matters, hostilities, acts of war, sabotage or terrorism or military actions or any escalation or material worsening of any such hostilities, acts of war, sabotage or terrorism or military actions existing or underway as of the date of this Agreement, (d) any action taken by Presbyterian or UPH, as applicable, with respect to the transactions contemplated hereby, (e) changes in applicable Laws or accounting rules, or (f) the public announcement of the Agreement, compliance with terms of the Agreement, or the consummation of the transactions contemplated hereby.

10. "Ordinary Course of Business" shall mean any transaction that constitutes an ordinary day-to-day business activity of a Party, as applicable, consistent with past practice.

11. "Organizational Documents" shall mean the Articles of Incorporation and Bylaws, as amended from time to time, of the subject party or documents of similar import.

12. "Paycheck Protection Program" or "PPP" means Title I of the CARES Act, as amended (including any successor thereto), and all requests, rules, guidelines, requirements and directives thereunder or issued in connection therewith or in implementation thereof, regardless of the date enacted, adopted, issued or implemented.

13. "Plan" means all specified fringe benefit plans as defined in Section 6039D of the Code, and all other pension, retirement, profit-sharing, savings, health, welfare, life insurance, disability insurance, group insurance, equity or equity-based, vacation, sick leave, paid-time off, incentive, bonus, commission, deferred compensation, employment, confidentiality or non-competition agreement, severance, termination, retention, change of control or other benefit or compensation plan, program, contract, policy, agreement or arrangement, whether written or oral, and whether or not subject to ERISA, (i) which is currently or has been maintained, sponsored, contributed to or required to be contributed to by a Party within the preceding six (6) years, or (ii) with respect to which a Party has or could reasonably expect to have any current or contingent liability.

14. "Reserved Powers" shall mean those powers reserved for SummitOne and for the Systems of Care as described in Section 4.4 and in the SummitOne and Systems of Care Organizational Documents.

15. "Subsidiary" shall mean any entity directly or indirectly controlled by or under common control with a System of Care, except that Meriter and its subsidiaries shall not be considered "Subsidiaries" of UPH for purposes of this Agreement.

16. "Systems of Care" shall mean UPH and Presbyterian, respectively.

Exhibit 8.2

Potential Partnerships

None.