MORROW COUNTY HOSPITAL HEALTH SERVICES ASSET PURCHASE AGREEMENT

Effective Date: June 10, 2019

Between

Morrow County Hospital Health Services, Inc.

And

OhioHealth Physician Group, Inc.

Execution Version

ASSET PURCHASE AGREEMENT
MORROW COUNTY HOSPITAL HEALTH SERVICES

THIS **ASSET PURCHASE AGREEMENT** ("Agreement"), entered into on the 8th day of May, 2019, is by and between OhioHealth Corporation, an Ohio tax-exempt corporation ("OhioHealth"), OhioHealth Physician Group, Inc., an Ohio tax-exempt corporation ("OPG") (OhioHealth and OPG will be collectively referred to herein as the "Purchaser"), and Morrow County Hospital, a county hospital established by Ohio Revised Code Chapter 339 ("Morrow County Hospital") and Morrow County Hospital Health Services, Inc., an Ohio corporation that is a nonprofit hospital agency as defined in Ohio Revised Code § 140.01(C) ("MCHHS" or the "Seller").

RECITALS

WHEREAS, Morrow County Hospital operates a critical access hospital in Mount Gilead, Ohio (the "Hospital"), and Morrow County Hospital and its physician practice, MCHHS, own or lease certain assets used in healthcare operations in the geographic area serviced by Morrow County Hospital which is the Ohio county of Morrow (the "Service Area");

WHEREAS, OhioHealth operates a health system comprised of community hospitals, affiliate hospitals, and other healthcare services in Ohio, and OhioHealth is the sole member of OPG, which is primarily comprised of physician practices;

WHEREAS, OhioHealth and OPG are exempt from federal income tax under Section 501(a) by reason of being described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the "Code"), and Morrow County Hospital is a county hospital that is a tax exempt charitable entity under Section 170(b)(1)(A)(v) of the Code, and MCHHS is exempt from federal income tax under Section 501(a) by reason of being described in Section 501(c)(3) of the Code;

WHEREAS, subject to the terms and conditions set forth in this Agreement, the parties desire to effect a transaction between OPG and MCHHS as described herein (the "Transaction"), involving the sale of certain of the Seller's assets used in the physician practices known as Morrow County Hospital Health Services (the "Practice") located at the following addresses: 651 West Marion Road, Mt. Gilead, Ohio 43338; 900 Meadow Drive, Suite A, Mt. Gilead, Ohio 43338; 6519 US Highway 42, Mt. Gilead, Ohio 43338; 73 Sportsman Drive, Marengo, Ohio 43334; and 116 East Main Street, Cardington, Ohio 43315. The parties agree there are compelling operational, strategic, and community-supporting reasons for the Transaction and that the Transaction will allow them to accomplish multiple goals and objectives, including the following:

(a) Preserving existing critical access hospital services provided by Morrow County Hospital until such time as Morrow County Hospital's Board decides it will cease operation of its inpatient facility, if and when such time comes;

(b) Providing continued access to high quality, cost-efficient, and innovative physician services to individuals residing in Morrow County;

(c) Securing a commitment to develop a new ambulatory facility that would meet Morrow County community needs through the provision of clinically and

financially viable healthcare services if Morrow County Hospital determines it will cease operation of its inpatient facility;

(d) Providing patients in Morrow County with access to OhioHealth's entire network of hospitals and healthcare providers; and

(e) Ensuring reasonable access to healthcare in the Morrow County Hospital Service Area regardless of the type of insurance coverage, and continuing to offer charity care and self-pay programs to help meet the needs of the community.

WHEREAS, the parties have determined that the Transaction and related commitments contemplated herein are in furtherance of the charitable purposes of the parties and are in the best interest of the residents of the communities served by the healthcare facilities owned, operated and managed by the parties for the reasons described further above.

STATEMENT OF AGREEMENT

NOW THEREFORE, the parties, in exchange for the mutual promises, covenants and agreements set forth herein, and for other good and valuable consideration, and intending to be legally bound, hereby agree that the foregoing recitals are incorporated herein by reference and as follows:

SECTION 1. SALE OF ASSETS. Effective as of the closing date set forth in Section 6 hereof ("Closing Date"), the Seller shall sell, assign, transfer and deliver to the Purchaser all of the Seller's interest in and to all of the following tangible and intangible assets used by the Seller in its Practice: (a) medical equipment, office furniture, office equipment, communications equipment, computer equipment, and other equipment; (b) patient charts and medical records; (c) durable medical equipment on hand in the practices (d) the telephone numbers associated with the Practice; (e) the right to hire Seller's employees located at the Practice; (f) any tradename or assumed name or any other item specific to the Practice and not used by Morrow County Hospital; and (g) all of Seller's right, title, and interest under, in and to the contracts and agreements relating to the Assets or the conduct of the Practice, further described in Section 3 hereof, to the extent the same are assignable by Seller to Purchaser. The assets are more fully described on Schedule A attached to the Bill of Sale set forth in Exhibit 1, and are collectively referred to herein as the "Assets." The Seller shall deliver to the Purchaser, effective as of the Closing Date, the Bill of Sale in the form attached hereto as Exhibit 1 for the transfer of the Assets, which shall be transferred free and clear of any encumbrances. As of the Closing Date, Purchaser may require Seller to transfer title to one, some or all of the Assets to one or more entities affiliated with Purchaser, as determined by Purchaser. Seller shall use its best efforts, which the parties acknowledge shall include the performance of administrative services by Seller, to assure that all matters related to the transition of the Practice and the Assets from Seller to the Buyer shall be accomplished in an expeditious manner.

SECTION 2. EXCLUDED ASSETS. All assets that are not listed in Schedule A attached to the Bill of Sale set forth in Exhibit 1 are Excluded Assets. Without limiting the generality of the foregoing, Excluded Assets consist of, among other things, the following assets of the Seller relating to and/or used in the Practice are not being sold to Purchaser pursuant to

this Agreement: (i) cash on hand prior to midnight on the Closing Date, including cash and cash items of every kind, and all cash in savings or checking accounts, certificates of deposit, or other form of cash or accounts, (ii) accounts, notes, or other receivables generated by Seller in connection with the operation of the Practice on or prior to the Closing Date, (iii) tax refunds and rights of recoupment, (iv) malpractice and other insurance premium refunds or other payments made or setoffs which result from events occurring on or prior to the Closing Date but which have not been received prior to the Closing Date; (v) all attorney-client privileged records and/or attorney work product, (vi) any causes of action, judgments or awards, (vii) the books and records of the Seller's corporation, taxpayer and other identification numbers, minute books, and all other documents relating to the organization, maintenance, and existence of Seller as a corporation, (viii) the financial and personnel records of the Seller (other than those specifically set forth in Sections 1 (a) through (f) and Section 8 (a)), and (ix) all other tangible and intangible assets owned by Seller but not used by Seller or held by Seller for use in the conduct of the Practice. Excluded Assets shall remain the sole property of the Seller after the Closing Date.

SECTION 3. ASSUMPTION OF CONTRACTS.

(a) Effective as of the Closing Date, the Seller shall assign to the Purchaser (or its designee, as determined by the Purchaser), all of its right, title, interest and obligations under certain contracts and other agreements to which the Seller is a party, as are specifically described on Exhibit 3(a) attached hereto (hereinafter collectively referred to as the "Assumed Contracts"). The Purchaser shall accept and assume all of the Seller's right, title, interest and obligations under the Assumed Contracts as evidenced by the Assignments attached hereto as Attachment I to Exhibit 3(a).

(b) Effective as of the Closing Date, the Seller shall assign to the Purchaser (or its designee, as determined by the Purchaser), all of its right and interest, to the extent assignable and transferable, to any tradename or assumed name or any other item specific to the Practice and not used by Morrow County Hospital described on Exhibit 3(b) attached hereto along with any corresponding stylized logo associated therewith. The Seller shall, on or prior to the Closing Date, execute or cause to be executed appropriate documents with the Ohio Secretary of State evidencing such assignment.

SECTION 4. LIMITATION ON ASSUMPTION OF LIABILITIES. The Purchaser shall assume only those liabilities and obligations of the Seller under the Assumed Contracts for the period commencing on and extending after the Closing Date. Except as provided in the foregoing sentence: (i) nothing in this Agreement shall be construed such that the Purchaser has assumed any liabilities, debts or obligations of the Seller, whether or not incurred in connection with the Assets, the business of the Seller, or the Practice; and (ii) the Seller shall remain solely liable for the liabilities, debts, and obligations of the Seller, including, without limitation, those liabilities, debts, and obligations incurred in the operation of the Practice or under the Assumed Contracts prior to the Closing Date.

SECTION 5. PURCHASE PRICE. As consideration for the purchase of the Assets under this Agreement, the Purchaser shall pay to Seller the sum of Two Hundred Forty Eight Thousand and Sixty-Five Dollars ($248,065), except as modified below (the "Purchase Price"). The Purchase price is allocated as described in the valuation attached hereto as Exhibit 5. The Purchase Price paid to Seller by Purchaser hereunder shall be modified prior to the Closing Date

by mutual agreement of the Purchase and Seller in writing in the following ways: additions or subtractions from the asset listing in the valuation shall result in corresponding additions and subtractions from the purchase price, and an amount equal to Seller's cost for medical supplies on hand as of Closing ("Supplies") shall be added to the Purchase Price at Closing. As modified, the final Purchase Price represents payment in full for the Assets and Supplies, and all right, title, and interest in and to the Assets and Supplies will pass to Purchaser as of the Closing Date, free and clear of any liens or rights of third parties. The parties acknowledge and agree that the Purchase Price for the Assets has been established on the basis of an independent valuation of the Assets and the business of the Practice, and that this transaction has been negotiated on an arms' length basis.

As additional consideration for the purchase of the Assets under this Agreement, the parties have agreed to the post-closing covenants set forth in Section 8.

SECTION 6. PAYMENT OF PURCHASE PRICE. The Purchase Price, together with the purchase price of the Supplies as identified in Section 5, shall be paid by Purchaser to Seller on the Closing Date, by wire transfer pursuant to instructions from Seller or by check made payable to Seller in the amount of the Purchase Price plus the agreed upon purchase price for the Supplies as identified in Section 5.

The Closing Date shall be June 9, 2019 or such other date as is mutually agreed upon by the parties. The transactions contemplated by this Agreement shall be effective as of the start of business on June 10, 2019 ("Effective Date") and all business conducted on and after the Effective Date shall be for the account of Purchaser.

SECTION 7. EMPLOYEES; EMPLOYMENT & PRACTICE MATTERS.

(a) All of the non-physician employees of the Practice and their terms of employment are listed in Exhibit 7(a) attached hereto and incorporated herein. Purchaser shall use its best efforts to offer employment to all such employees by Purchaser or such other entity designated by Purchaser, on an at-will basis, either temporary, permanent, full time or part time, as determined by, and on the terms and conditions offered by, the Purchaser in its sole discretion. The Seller shall, upon the request of Purchaser, communicate the substance of this Section 7(a) to the Seller's employees providing services at the Practice promptly upon execution of this Agreement. The Purchaser shall be entitled to provide written materials and other instructions with respect to the method of communication with such employees. Seller will be responsible to pay or provide its employees with all wages, salary, payment for accrued vacation, payroll taxes, retirement and pension plan liabilities, health, dental, disability and life insurance premiums, workers compensation coverage premiums, unemployment, and all other fringe benefits and employee expenses of any kind that are incurred on or prior to the Effective Date including, without limitation, any payments due or owing by Seller as a result of this Agreement or the transaction contemplated thereby. Seller will make available to Purchaser for inspection and copying the personnel files for all employees of Purchaser.

(b) After the Effective Date, Seller will cease to actively do business as an ongoing medical practice, except as is necessary for purposes of discharging its obligations hereunder and with respect to any remaining liabilities.

SECTION 8. POST-CLOSING COVENANTS.

8.1 Continued Hospital Management. OhioHealth shall continue to support Morrow County Hospital as a critical access hospital under the Management Agreement currently in place between OhioHealth and Morrow County Hospital or a renewal thereof until such time, if any, that Morrow County Hospital decides to cease operation of its inpatient facility, or unless or until either party terminates the Management Agreement pursuant to its terms. As needed by Morrow County Hospital, OhioHealth shall collaborate and engage with Morrow County Hospital by providing access to reasonable planning and strategy resources and reasonable support for communication with medical staff and community stakeholders to map the community's healthcare priorities with the understanding that the Parties are exploring the reality of the future viability of a critical access hospital in the community.

8.2 New Ambulatory Facility. If, within the next ten (10) years from the Closing date, Morrow County Hospital resolves that it will cease operation of its inpatient facility and sets a date therefor ("Cessation Date"), OhioHealth shall then begin the design and construction of a new outpatient facility that will meet community needs through the provision of clinically and financially viable healthcare services (the "Facility"). The Facility will be designed and constructed based on information gained from collaborating with the Morrow County Hospital Board and the medical staff, and supported by available data. After the Cessation Date, Morrow County Hospital shall stop inpatient services, and shall no longer use the existing hospital building as an inpatient hospital facility.

(a) Morrow County Hospital and OhioHealth shall each use reasonable good faith efforts to coordinate the Cessation Date and the opening of the Facility.

(b) Services to be included in the Facility shall include those which are reasonably anticipated to contribute towards meeting community needs, and which are clinically and financially viable. Services offered in the Facility shall be re-evaluated, updated, and added to in the ordinary course of business as the community needs and clinical and financial viability evolve. Should the population, demographics and related market-specific dynamics warrant, at a future date, OhioHealth would explore the viability of adding an Emergency Medicine department and related resources and capabilities to the Facility.

(c) OhioHealth reasonably anticipates that services to be included in the Facility will include primary care, urgent care, rotating specialty physician services, and ancillary services such as imaging, lab, and rehabilitation, subject to the ability to provide such services in a way that meets community needs, and is clinically and financially viable.

(d) Once Morrow County Hospital has resolved to cease operations and set the Cessation Date, and notifies OhioHealth in writing thereof, Morrow County Hospital shall not change such date or plans except by the mutual agreement of the parties, such as for coordination with the opening of the Facility. If, after notifying OhioHealth of a Cessation Date, Morrow County Hospital reasonably anticipates that it will reconsider the Cessation Date for reasons other than coordination with the opening of the Facility, it shall promptly notify OhioHealth thereof and OhioHealth's obligations under this Section 8.2 shall be tolled until such reconsideration is complete. If Morrow County Hospital

cancels its plans to cease operations entirely or delays the Cessation Date for more than one (1) year, cumulatively, without the mutual agreement of OhioHealth, then, at OhioHealth's option: 1) Morrow County Hospital shall purchase from OhioHealth the Facility or land, supplies, and construction intended for the Facility, at the then-current fair market value thereof; or 2) OhioHealth may retain the Facility and operate it as an OhioHealth facility, and OhioHealth shall no longer be subject to any commitments under this Agreement.

(e) OhioHealth agrees that for such time as Morrow County Hospital continues to have an Affiliated Status with OhioHealth, as defined in section 8.7, it will not establish a facility competitive with Morrow County Hospital within 15 miles of Morrow County Hospital. As used in this subsection (e), "competitive with" includes without limitation a facility with an emergency medicine department or with urgent care services or health care services open more than 40 hours per week; provided, however, that in the event that an emergency department is established within the Facility this subsection (e) shall be of no force or effect.

8.3 Physician Employment. OPG shall use reasonable good faith efforts to retain current employed physicians in Morrow County under either their current terms of employment or OPG's standard terms of employment for similarly situated physicians. OPG shall replace, subject to community need and clinical viability, any MCHHS physicians that choose to leave of their own accord. OhioHealth or OPG shall not influence current referral patterns in any way that would adversely impact Morrow County Hospital for so long as Morrow County Hospital maintains an Affiliated Status with OhioHealth. Further, OhioHealth agrees that it will evaluate opportunities to improve and enhance the clinical and financial operation and viability of the practices, including through enhancement of the services provided, the physical facilities, and the provision by OhioHealth of information technology (IT) resources, electronic health record (EHR) and related infrastructure.

8.4 Morrow County Hospital Employment. Upon closing of the Morrow County Hospital inpatient facility, to the extent employees of Morrow County Hospital have skills matching then-current OhioHealth job openings, OhioHealth shall use reasonable best efforts to assist such employees with identifying and applying for such openings. Moreover, for OhioHealth job openings in the Facility, OhioHealth shall give preference to well-qualified then-current employees of Morrow County Hospital.

8.5 Access to OhioHealth Network. OhioHealth shall give patients in Morrow County access to OhioHealth's entire network of hospitals and healthcare providers with the commitment that patients would be returned to Morrow County for ongoing post-acute care from an OhioHealth or an OhioHealth-affiliated hospital as soon as possible.

8.6 Cost Reduction Strategies. OhioHealth and Morrow County Hospital shall explore outsourcing certain support services and other cost reduction strategies.

8.7 Affiliated Status.

(a) For purposes of this Agreement, "Affiliated Status" means OhioHealth and Morrow County Hospital have a then-current mutual agreement for ongoing management or consulting services, or such other formal clinical or educational relationship as the parties mutually designate as an affiliation. Moreover, Affiliated

Status also requires that Morrow County Hospital does not, at such time, have either an agreement for management or consulting services, or a formal clinical or educational relationship with any other health system which OhioHealth deems to be competitive with OhioHealth, nor, at such time, has publically announced any form of affiliation with such competitive health system.

(b) If, at any time either party terminates the Management Agreement, the parties shall in good faith mutually negotiate to replace the Management Agreement with another agreement that would maintain Affiliated Status as defined herein.

(c) If Morrow County Hospital ceases to have an Affiliated Status with OhioHealth, all post-closing covenants in this Section 8 shall cease to be effective and shall be null and void.

SECTION 9. REPRESENTATIONS AND WARRANTIES OF THE SELLER. Each of Morrow County Hospital and the Seller represents and warrants to the Purchaser, as of the Closing Date, as follows:

(a) *Organization and Authorization.* The Seller is a nonprofit hospital agency as defined in Ohio Revised Code § 140.01(C), organized, validly existing and in good standing under the laws of the State of Ohio. The Seller is the sole owner of the Assets. The physicians listed on Exhibit 9(a) hereto (the "Physicians") are the only physicians employed by the Seller. and no other person or entity other than the Member of the Seller has any ownership interest in Seller, the Practice or any of the Assets. Seller has full power and authority to own all of its property and assets and is qualified to carry on its business as it is now being conducted.

The execution and delivery of this Agreement and the consummation of the transactions herein contemplated have been duly authorized by the Seller and by the Board of Trustees of Morrow County Hospital, and all actions by the Seller and Morrow County Hospital necessary for the authorization and consummation of the transactions contemplated by this Agreement have been taken as evidenced by the Resolution of the Board of Trustees of Morrow County Hospital and the Certificate of Officers of Seller and authorizing resolution of Seller attached hereto as Exhibit 9(a). This Agreement, and the other documents and agreements referenced herein, when executed and delivered by Seller and Morrow County Hospital will constitute its legal, valid and binding obligations enforceable against Seller and Morrow County Hospital in accordance with the terms of this Agreement and such other agreements and documents described herein.

(b) *No Legal Obstacles.* The execution, delivery and performance of this Agreement and the consummation of any transactions contemplated by this Agreement do not and shall not conflict with, or result in a breach or violation of, or constitute a default (i) under the Articles of Incorporation or Code of Regulations of Seller or Morrow County Hospital; (ii) under any applicable law or regulation or any judgment, order or decree binding upon Morrow County Hospital, the Seller, or its Assets; or (iii) under any applicable material contractual obligation to which Morrow County Hospital, the Seller or any of its Physicians are bound.

(c) *Consents.* Except as described on Exhibit 9(c) attached hereto, no consents, approvals, or waivers of parties with whom Morrow County Hospital or the Seller has

contractual relationships or has had contractual relationships are required or shall be required in order to permit the consummation of the transactions contemplated by this Agreement.

(d) *No Material Adverse Change.* Except as otherwise disclosed on Exhibit 9(d) attached hereto, to the best of the Seller's knowledge, since the completion of due diligence between the parties which is acknowledged by the parties to have occurred on Friday, January 25, 2019 there has not been any material or adverse change in the financial condition, liabilities, assets, business or prospects of the Seller or the Practice or the value of the Assets.

(e) *Tax Matters.* The Seller has duly filed (or will have duly filed) with the appropriate governmental agencies all tax reports and returns required to be filed by it as of the Effective Date. All filed tax reports and returns are, and will be true, correct and complete in all material respects for the periods covered. All of the tax liabilities of the Seller for the current year to date and all prior years, whether or not they have become filed, due and payable, have been paid in full or are adequately reserved for. All deposits required by law to be made by the Seller with respect to employees' withholding taxes have been duly and timely made. There are no federal, state or local tax liens upon any property or assets of the Seller.

(f) *Title to and Condition of Assets.* Except as set forth in the next sentence, the Assets are being sold AS IS and WHERE IS with no warranties or guarantees other than those remaining in any manufacturer's warranty that is assignable or otherwise transferable to Purchaser from Seller. The Seller warrants and represents, as of the Effective Date, that it has good and marketable title to and rightful possession of all of the Assets, free and clear of all liens, charges, security interests, and encumbrances, except for those which shall be paid in full and released on the Effective Date, as set forth on Exhibit 8(f) hereof. Seller hereby agrees to assign to Purchaser any and all warranties with respect to the Assets for which assignment is permitted by the terms thereof.

(g) *Insurance.* The Seller has at all times prior to the Effective Date maintained adequate insurance for the Assets and for the Practice, including malpractice insurance. All such policies pursuant to which coverage exists are in full force and effect, have been issued under valid policies for the benefit of the Seller by insurance carriers licensed to do business in Ohio, and shall continue to remain in force for claims arising prior to the Effective Date.

(h) *Litigation.*

(1) Other than those listed on the attached Exhibit 9(h), there are no pending claims against the Seller or any of the Physicians for malpractice or personal injuries, property or other damage filed under any insurance policy heretofore or presently issued to the Seller for any activity at the Practice, and Seller is not aware of any facts that, with the passing of time, may reasonably be expected to give rise to any such claim.

(2) Other than those listed on the attached Exhibit 9(h), there is no litigation or other judicial, administrative or investigative proceeding, at law or in equity or otherwise, pending or to Seller's knowledge, threatened, before or in any court or other governmental or non-governmental agency or board against or affecting the Seller, its shareholders, or any of the Assets. The Seller is not operating under, subject to, or in

default with respect to, any order, writ, injunction or decree of any court or other governmental or non-governmental agency or board.

(i) *Personnel.* The persons set forth on Exhibit 7(a) represent all of the non-physician employees of the Seller. The Seller is not a party to any collective bargaining agreements or employment contracts.

(j) *Compliance with Laws.* Seller has complied in all material respects with, and is not in material violation of, applicable federal, state or local statutes, laws and regulations affecting the Practice and/or the Assets.

(k) *Assumed Contracts.* Seller has performed all of its obligations under the terms of each of the Assumed Contracts and is not in default thereunder. No event or omission has occurred which, but for the giving of notice or lapse of time or both, would constitute a default by Seller or, to Seller's knowledge, any other party thereto under any such Assumed Contract. Each Assumed Contract is valid and binding on Seller and, to the knowledge of Seller, on each other party thereto and is in full force and effect. Seller has not received any notice of default, cancellation or termination in connection with any Assumed Contract.

(l) *Representations and Warranties.* The Seller has responded completely to all of Purchaser's due diligence requests for information in connection with this Agreement, and the representations and warranties made in this Agreement by Seller are true and complete in all material respects.

(m) *No Closing Liabilities.* Seller represents to Purchaser that to the best of its knowledge and belief, Seller has sufficient financial reserves to pay, or insurance to cover, as the case may be, all of its liabilities (other than those specifically assumed by Purchaser herein) as of the Effective Date, including, without limitation, the payment of all back wages and payroll taxes with respect to its employees, federal, state and local taxes, loans and other debt of Seller, fines (if any), penalties (if any), and other liabilities, whether fixed, contingent or otherwise.

(n) *Exclusivity.* From the date of this Agreement to the Closing Date, neither Morrow County Hospital nor Seller will, directly or indirectly, discuss any potential merger, acquisition, consolidation, or any other relationship with any other entity which would be in lieu of, conflict with or materially alter the relationship being pursued by Morrow County Hospital, Seller, and Purchaser pursuant to this Agreement.

(o) *Accuracy of Information Furnished.* To Morrow County Hospital's or Seller's knowledge, no statement or representation by contained in this Agreement, or in any Schedule or Exhibit hereto: (i) contains any untrue statement of a material fact, or (ii) omits to state any material fact which is required to make the statements contained herein or therein in light of the circumstances under which they were made, not misleading. To Morrow County Hospital's or Seller's knowledge, Morrow County Hospital and Seller have responded accurately to all material requests of Purchaser for information and documentation regarding Morrow County Hospital and MCHHS and their respective operations and in connection with the transactions contemplated by this Agreement. As used herein, the phrase "to Morrow County Hospital's knowledge" shall mean to the actual knowledge of Morrow County Hospital's officers or

trustees, and the phrase "to Seller's knowledge" shall mean to the actual knowledge of Seller's officers or trustees.

SECTION 10. REPRESENTATIONS AND WARRANTIES OF THE PURCHASER.

The Purchaser represents and warrants to the Seller, as follows:

(a) *Organization and Authorization.* The Purchaser is a corporation duly organized, validly existing and in good standing under the laws of the State of Ohio. Purchaser has full power and authority to own all of its property and assets and is qualified to carry on its business as it is now being conducted. The execution and delivery of this Agreement and the consummation of the transactions herein contemplated have been duly authorized by Purchaser, and no further authorization is necessary on the part of the Purchaser for the execution, delivery and performance of this Agreement (and the transactions contemplated herein) by Purchaser, provided that if and when a new ambulatory facility has been designed, OhioHealth reserves the right to follow its then-current process for obtaining approval of and authority from the Board of Directors for the capital expenditures necessary for building the new facility described in Section 8.2 herein. This Agreement, and the other documents and agreements referenced herein, when executed and delivered by it will constitute its legal, valid and binding obligations enforceable against it in accordance with the terms of this Agreement and such other agreements and documents described herein.

(b) *No Legal Obstacles.* The execution, delivery and performance of this Agreement and the consummation of any transactions contemplated by this Agreement do not and shall not conflict with, or result in a breach or violation of, or constitute a default (i) under the Articles of Organization or Code of Regulations of Purchaser or other documents adopted by Purchaser and/or its members, directors or officers; (ii) under any applicable law or regulation or any judgment, order or decree binding upon the Purchaser; or (iii) under any applicable contractual obligation to which the Purchaser or any of its members, directors or officers is bound.

(c) *Consents.* No consents or approvals of parties with whom the Purchaser has contractual relationships or has had contractual relationships are required or shall be required in order to permit the consummation of the transactions contemplated by this Agreement, or such consents or approvals have been obtained.

(d) *Full Disclosure.* No representation or warranty made in this Agreement by Purchaser contains or shall contain any untrue statement of a material fact or omits or shall omit any material fact necessary to make the statements contained in this Agreement not misleading.

(e) *Exclusivity.* From the date of this Agreement to the Closing Date, neither OhioHealth nor OPG will, directly or indirectly, discuss any potential merger, acquisition, consolidation, or any other relationship with any other entity which would be in lieu of, conflict with or materially alter the relationship being pursued by Morrow County Hospital, Seller and Purchaser pursuant to this Agreement.

SECTION 11. FINDER'S FEE; EXPENSES. Each party represents to the other party that, to the best of its knowledge, no person or entity is entitled to any broker's commission, finder's fee or similar compensation in connection with the transactions contemplated by this

Agreement. Each party shall be responsible for the payment of its own expenses arising out of the transaction contemplated by this Agreement.

SECTION 12. CONFIDENTIALITY AND PUBLICITY. Each Party agrees to comply with the Non-Disclosure Agreement executed May 9, 2018, by and between the Parties (the "Confidentiality Agreement") with respect to publicity. In addition, except as and to the extent required by law, without the prior written consent of the other Party, neither Morrow County Hospital nor OhioHealth shall, and each shall direct its directors or trustees, employees, accountants, legal counsel, agents, and other personnel not to, directly or indirectly, make any public comment, statement or communication with respect to, or otherwise disclose or permit the disclosure of the existence of discussions regarding the Transaction or any of the terms, conditions or aspects of the Transaction, except as provided in the Confidentiality Agreement, or consented to by the other party. The timing, content and context of any announcements, press releases or public statements related to the Transaction, or its existence, will be determined in advance by the mutual written consent of the Parties. Notwithstanding any other provision hereof, however, each party is free to communicate with its employees and members of its medical staff relating to the Affiliation without the other party's consent. Each Party will advise the other of communications to its employees and medical staff relating to the Affiliation prior to communicating the same. The parties shall comply with, and shall instruct each of their respective Affiliates, associates, partners, employees, agents and advisors to fully comply with, the obligations set forth in the Confidentiality Agreement with respect to confidentiality.

SECTION 13. CONDITIONS PRECEDENT TO CLOSING.

The closing ("Closing") of the transactions contemplated by this Agreement shall take place on the Closing Date, subject to the following conditions precedent as determined by Purchaser and Seller and confirmed in writing:

(a) Receipt by Purchaser of the Bill of Sale attached hereto as Exhibit 1.

(b) Receipt by Purchaser of all required Assignments attached hereto as Attachment I of Exhibit 3(a).

(c) Confirmation of all appropriate filings with the Ohio Secretary of State relative to tradenames and assumed names attached hereto as Exhibit 3(b).

(e) Receipt by Purchaser and Seller of all required Consents attached hereto as Exhibit 8(c).

(f) The physician employees of the Practice shall enter into employment agreements with Purchaser, effective on or before the Effective Date of this Agreement, in the form attached hereto as Exhibit 13(f).

(g) Receipt by Purchaser of evidence, in a form reasonably satisfactory to Purchaser, of payment and release of all liens, charges, security interests, and encumbrances set forth on Exhibit 8(f).

(h) Receipt by Seller of the Purchase Price for the Assets.

(i) Receipt of agreements of each of the Physicians to be bound by the covenant contained in Section 14 of this Agreement.

(j) As of the Closing Date, no order, judgment or decree by any court or governmental body having jurisdiction over the matters contemplated herein and the power to issue enforceable directives shall have been entered restraining, prohibiting or otherwise interfering with the consummation of the transactions

contemplated by this Agreement. In addition, no suit or action by any party or any investigation, inquiry, or proceeding by any governmental authority or agency, or any legal or administrative proceeding, which suit, action, investigation, etc. has a material likelihood of success, as determined in the sole discretion of either OhioHealth or Morrow County Hospital, shall have been instituted or threatened on or before Closing which (i) questions the validity or legality of this Agreement or any action contemplated hereby, (ii) challenges or seeks to restrain, enjoin or prohibit any action contemplated under this Agreement, or (iii) seeks material damages on account of the consummation of any action contemplated hereby.

(k) As of the Closing Date, Morrow County Hospital shall remain in an Affiliated Status with OhioHealth, as further defined in Section 8.7

SECTION 14. COVENANT NOT TO COMPETE. Subsequent to the Effective Date, and for two (2) years following, neither Seller nor Morrow County Hospital shall, directly or indirectly, (a) provide physician services within Morrow County or any contiguous county; (b) request any current or former patient or client of the Purchaser to curtail, divert or cancel business with the Purchaser; (c) attempt to influence any employee of the Purchaser to terminate such employment relationship; or (d) otherwise interfere with any contractual relationship of the Purchaser.

SECTION 15. DISPUTE RESOLUTION. All controversies and claims arising under or relating to this Agreement, expressly including the Post-Closing Covenants in Section 8, shall be resolved in accordance with this Section 15. The parties shall negotiate all matters of joint concern in good faith, with the intention of resolving issues among them in a mutually satisfactory manner. If a disagreement between the parties cannot be resolved through informal discussions, then it shall be deemed a "Dispute" upon one party (the "Declaring Party") declaring, by the delivery of a written notice (the "Notice") to the other party that a Dispute exists. The Notice shall specify the nature and cause of the Dispute and the action that the Declaring Party deems necessary to resolve the Dispute. Following receipt of the Notice, the parties shall use good faith efforts to resolve the Dispute, including making personnel with appropriate decision-making authority available to the other legal entities which are bound by this Agreement to discuss resolution of the Dispute. If a Dispute is not resolved within thirty days of the date of the Notice, the Dispute will be referred for non-binding mediation and such non-binding mediation shall be effected prior to any legal proceeding. The parties agree that all aspects of the dispute resolution process shall be conducted in confidence. The parties agree that all statements made in connection with informal dispute resolution efforts shall not be considered admissions or statements against interest by either party. The parties further agree that they will not attempt to introduce such statements at any later trial or mediation between the parties.

SECTION 16. NOTICES. Any and all notices required to be given under this Agreement shall be given by, and any notice shall be deemed given when (a) personal delivery is tendered, (b) three (3) days after deposit in the U.S. first-class mails, postage prepaid or (c) sent via electronic mail, where receipt is acknowledged by the other party, and directed to the respective party as follows:

If to the Purchaser:

OhioHealth Physician Group, Inc.
3430 OhioHealth Parkway
Columbus, Ohio 43202
Attention: President

with copy to:

Office of the General Counsel
OhioHealth Corporation
3430 OhioHealth Parkway,
Columbus, Ohio 43202
Attention: General Counsel

If to the Seller:

Morrow County Hospital
651 West Marion Road,
Mount Gilead, Ohio 43338
Attention: Chairman of the Board

or to such other address as the party may designate in writing to the other party from time to time.

SECTION 17. REGULATORY MATTERS. By entering into this Agreement, the parties expressly intend to comply with all applicable state and federal laws, rules and regulations including, without limitation, the federal anti-kickback statute (42 U.S.C. 1320a-7(b)) and the physician self-referral law, commonly known as the Stark Law (42 U.S.C. 1395nn) and all rules and regulations promulgated thereunder. Accordingly, the parties hereto represent and agree that the payments hereunder are intended to represent the fair market value of the goods and services purchased, and no part of any consideration paid hereunder is a prohibited payment for the recommending or arranging for the referral of business or the ordering of items or services, nor are the payments intended to induce illegal referrals of business between the parties hereto.

SECTION 18. MISCELLANEOUS. This Agreement shall inure to the benefit of and be binding upon the parties and their successors and permitted assigns. Except as otherwise expressly provided herein, nothing herein, expressed or implied, is intended or shall be construed to confer upon or give to any person, firm, corporation or legal entity, other than the parties hereto, any rights, remedies or other benefits under or by reason of this Agreement. Neither party may assign any of its rights or obligations under this Agreement to any other party without the prior written consent of the other party. The captions of the sections of this Agreement are inserted for convenience of reference only and shall be ignored in the construction and interpretation of this Agreement. This Agreement may be amended or modified only by the written agreement executed by each party. This Agreement, including attached schedules and exhibits, constitutes the entire agreement between the parties with respect to its subject matter. This Agreement supersedes all prior and/or contemporaneous proposals, oral or written, and all

prior and/or contemporaneous negotiations, conversations and other communications between the parties. This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio, without regard to conflict of laws principles. Any term or provision of this Agreement which is invalid or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining terms and provisions of this Agreement or affecting the validity or enforceability of any of the terms or provisions of this Agreement in any other jurisdiction. It is expressly agreed by the parties that time is of the essence with respect to this Agreement and the performance of the obligations hereunder. This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original but all of which together shall constitute but one and the same instrument.

SECTION 19. FURTHER ASSURANCES. Consistent with the terms and conditions hereof, each party shall execute and deliver all instruments, certificates, and other documents and shall perform all other acts which the other party may reasonably request in order to carry out this Agreement and the transactions contemplated hereby.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date set forth below their signatures to be effective as of the Effective Date:

SELLER:

Morrow County Hospital Health Services, Inc.

By: Patrick J. Brownlund

Its: Board Chair

Date: May 8, 2019

Morrow County Hospital

By: Patrick J. Brownlund

Its: Board Chair

Date: May 8, 2019

PURCHASER:

OhioHealth Physician Group, Inc.

By: _____

Its: _____

Date: _____

OhioHealth Corporation

By: Cheryl L Herbert

Its: Senior VP

Date: 5-8-2019

The parties execute this Addendum with the present intent to be bound as of the Effective Date.

SELLER:
Morrow County Hospital Health Services, Inc.

By: Patricia J. Brownlund

Its: Chairman of the Board

Date: May 7, 2019

Morrow County Hospital

By: Patricia J. Brownlund

Its: Chairman of the Board

Date: May 7, 2019

PURCHASER:
OhioHealth Physician Group, Inc.

By: _____

Its: _____

Date: _____

OhioHealth Corporation

By: _____

Its: _____

Date: _____

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date set forth below their signatures to be effective as of the Effective Date:

SELLER:

Morrow County Hospital Health Services, Inc.

By: _____

Its: _____

Date: _____

Morrow County Hospital

By: _____

Its: _____

Date: _____

PURCHASER:

OhioHealth Physician Group, Inc.

By: _____

Its: President

Date: 5/9/2019

OhioHealth Corporation

By: _____

Its: _____

Date: _____

The parties execute this Addendum with the present intent to be bound as of the Effective Date.

SELLER:
Morrow County Hospital Health Services, Inc.

By: _____

Its: _____

Date: _____

Morrow County Hospital

By: _____

Its: _____

Date: _____

PURCHASER:
OhioHealth Physician Group, Inc.

By: _____

Its: _____

Date: _____

OhioHealth Corporation

By: Cheryl L Herbert

Its: SENIOR VP

Date: 6-6-2019

The parties execute this Addendum with the present intent to be bound as of the Effective Date.

SELLER:
Morrow County Hospital Health Services, Inc.

By: _____

Its: _____

Date: _____

Morrow County Hospital

By: _____

Its: _____

Date: _____

PURCHASER:
OhioHealth Physician Group, Inc.

By: _____

Its: PRESIDENT

Date: 6/7/2019

OhioHealth Corporation

By: _____

Its: _____

Date: _____