

**AMENDED AND RESTATED
MASTER RESTRUCTURING AGREEMENT
(Vista Investment)**

THIS AMENDED AND RESTATED MASTER RESTRUCTURING AGREEMENT (this “Agreement”) is made and entered into effective as of this 23rd day of May, 2023, by and among **PROSPECT MEDICAL HOLDINGS, INC.**, a Delaware corporation (“Prospect Medical”), **PHP HOLDINGS, LLC**, a Delaware limited liability company (“PHP Holdings”), **PROSPECT HEALTHCARE FACILITIES MANAGEMENT, LLC** f/k/a PHC HoldCo, Inc., a Delaware limited liability company (“ManageCo”), and each of their respective undersigned Affiliates (such Affiliates, together with Prospect Medical, PHP Holdings, and ManageCo, collectively, the “Prospect Parties”) on the one hand, and **MPT PICASSO INVESTORS TRS, LLC**, a Delaware limited liability company (“MPT Picasso TRS”), and its undersigned Affiliates (such Affiliates, together with MPT Picasso TRS, collectively, the “MPT Parties”) on the other hand. The Prospect Parties and the MPT Parties are herein sometimes referred to individually as a “Party” and collectively, as the “Parties”.

WITNESSETH:

WHEREAS, the capitalized terms used in these recitals and throughout this Agreement have the respective meanings ascribed to them in the Glossary of Defined Terms attached hereto as ANNEX A;

WHEREAS, (a) the Master Lease I Lessors and Master Lease I Lessees are parties to Master Lease I, pursuant to which such Master Lease I Lessors lease to such Master Lease I Lessees certain real property and improvements consisting of multiple healthcare facilities, as more particularly described in Master Lease I; (b) the Master Lease II Lessors and Master Lease II Lessees are parties to Master Lease II, pursuant to which such Master Lease II Lessors lease to such Master Lease II Lessees certain real property and improvements consisting of multiple healthcare facilities, as more particularly described in Master Lease II; (c) the MPT Foothill Lender, Alta Newport, and Foothill Propco (as assignee) are parties to the Foothill Mortgage Loan Agreement, pursuant to which the MPT Foothill Lender made certain mortgage loans to Alta Newport, as evidenced by the Foothill Mortgage Loan Note and secured by, among other things, the Foothill Mortgage (and Alta Newport assigned all of its rights, title, and interest to the Foothill Facility (and certain related realty assets described therein) to Foothill Propco as described in Section 3.1(c) hereof); (d) the MPT TRS Lender made a term loan to Prospect Medical in the amount of One Hundred Twelve Million Nine Hundred Thirty Seven Thousand Two Hundred Four and No/100 Dollars (\$112,937,204.00), which term loan is evidenced by the TRS Note; and (e) MPT Picasso TRS made a convertible term loan to PHP Holdings in the amount of Fifty Million and No/100 Dollars (\$50,000,000.00), which convertible term loan is evidenced by the MPT Advance Convertible Note;

WHEREAS, the Released Defaults of certain of the Prospect Parties currently exist under the foregoing documents and certain other agreements entered into by certain of the Prospect Parties in connection therewith, each being subject to the Forbearance Agreement;

WHEREAS, pursuant to the terms of that certain Term Sheet dated March 30, 2023 between MPT Picasso TRS and Prospect Medical (as amended or modified from time to time, the “Restructuring Term Sheet”), the Parties now desire: (a) that the MPT Parties agree to release, waive, and refrain from exercising available rights and remedies against the Prospect Parties and their respective Affiliates with respect to, the Released Defaults, and (b) that the Parties engage in the Equity Rollover Transactions and the Restructuring Transactions herein described, it being the intent of the Parties that PHP Holdings obtained prior hereto, and will hereafter own at all times, all of the Managed Care Business which will be operated separately from the portfolio of other entities previously owned and controlled by Prospect Medical;

WHEREAS, in connection therewith, the Parties desire to amend and restate the Original Restructuring Agreement in order to effect the Equity Rollover Transactions and the Restructuring Transactions as further described herein; and

WHEREAS, as a result of the direct and indirect benefits (financial and otherwise) that each of the Prospect Parties and the MPT Parties has derived, and will continue to derive, from the transactions described in this Agreement, as a condition to the release and waiver of the Released Defaults and consummation of the Equity Rollover Transaction and the Restructuring Transactions as described herein, the Parties desire to enter into this Agreement and the other Restructuring Documents, to reflect certain additional rights, covenants, and obligations of the Parties.

NOW, THEREFORE, in consideration of the promises and mutual agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby amend and restate the Original Restructuring Agreement as set forth herein and agree as follows:

ARTICLE I

DEFINED TERMS; INTERPRETATION

1.1. Certain Defined Terms. Capitalized terms used herein shall have the respective meanings ascribed to them in the Glossary of Defined Terms attached hereto as ANNEX A.

1.2. Interpretation; Terms Generally. The definitions set forth in Section 1.1 and elsewhere in this Agreement shall apply equally to both the singular and plural forms of the terms defined. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine and neuter forms. Unless otherwise indicated, the words “include”, “includes” and “including” shall be deemed to be followed by the phrase “without limitation.” The words “herein”, “hereof” and “hereunder” and words of similar import shall be deemed to refer to this Agreement (including the Schedules and Exhibits) in its entirety and not to any part hereof, unless the context shall otherwise require. All references herein to parties, Articles, Sections, Schedules and Exhibits shall be deemed to refer to parties, Articles, Sections and Schedules of, and Exhibits to, this Agreement, unless the context shall otherwise require. Unless the context shall otherwise require, any references to any agreement or other instrument or statute or regulation are to it as amended and supplemented from time to time (and, in the case of a statute or regulation, to any corresponding provisions of successor statutes or regulations). Any reference in this Agreement to a “day” or number of “days” that does not refer explicitly to a “Business Day” or “Business Days” shall be interpreted as a reference to a calendar day or number of calendar days. If any action or notice is to be taken or given on or by a particular calendar day, and such calendar day is not a Business Day, then such action or notice shall be deferred until, or may be taken or given on, the next Business Day.

ARTICLE II

ACKNOWLEDGMENTS; RELEASES AND WAIVERS

2.1. General Inducement. The Outstanding Obligations represent valid and enforceable, secured, cross-collateralized, and cross-defaulted indebtedness obligations of substantial value of Prospect Medical owed to the MPT Parties. The preferred financial rights granted to the holder of PHPH Series A-1 Preferred Units, together with the consent rights related to major decisions granted to the holder of PHPH Series A-1 Preferred Units (including, without limitation, the right of MPT Picasso TRS to consent to any bankruptcy, dilutive events, incurrence of debt, insolvency, liquidation or dissolution of PHP Holdings), are a material inducement to the applicable MPT Parties to enter into this Agreement, to waive, release and

refrain from exercising the MPT Parties' rights and remedies with respect to the Released Defaults, and to participate in the Equity Rollover Transaction and the Restructuring Transactions contemplated herein.

2.2. Outstanding Obligations. The Prospect Parties hereby acknowledge that the amount of each of the Outstanding Obligations as of the date hereof is the amount set forth in the attached **EXHIBIT A**, and that certain of the Outstanding Obligations are cross-collateralized and guaranteed by Prospect Medical pursuant to, and to the extent provided in, the Master Lease I, Master Lease II, the Foothill Mortgage Loan Documents, the TRS Note, the MPT Advance Convertible Note, and any other related agreements and security documents entered into by certain of the Prospect Parties in connection therewith.

2.3. Financial and Structural Matters. The Parties hereby acknowledge and agree that the transactions contemplated herein are being entered into by each of them based upon the following assumptions:

(a) the ownership and structure of the Prospect Parties and their respective Subsidiaries as reflected on the Organizational Chart attached hereto as **EXHIBIT B** (the "Prospect Organizational Chart") are complete, true, and correct in all respects on the date hereof, effective immediately following the closing of the Phase I Transactions;

(b) the aggregate *net equity value* of PHP Holdings and its Subsidiaries is equal to One Hundred Fifty-Three Million Six Hundred Sixty-Two Thousand Four Hundred Two Dollars Twenty-Six Cents (\$153,662,402.26) (the "PHPH Net Equity Value") and, for the purposes of issuance of any of PHP Holdings' Equity Interests or any convertible notes (including, as applicable, the PHPH Series A-1 Preferred Units issued upon conversion of such convertible notes) to MPT Picasso TRS as contemplated herein on the date hereof, the PHPH Net Equity Value of PHP Holdings shall be used for purposes of determining the amount and value of such PHP Holdings' Equity Interests or convertible notes received by MPT Picasso TRS;

(c) on the date hereof, PhysicianCo Term Loan Lenders have made a term loan to PHPH MidCo and Physician Holdings (collectively, the "PhysicianCo Term Loan Borrowers") in the aggregate original principal amount of Three Hundred Seventy-Five Million and No/100 Dollars (\$375,000,000.00) (the "PhysicianCo Term Loan");

(d) on the date hereof, MPT Picasso TRS provided a delayed draw term loan facility to Prospect Medical in the maximum principal amount of Seventy-Five Million and No/100 Dollars (\$75,000,000.00), pursuant to the terms of the HospitalCo Term Loan Agreement; and

(e) PHP Holdings shall conduct its business as a Bankruptcy Remote Entity at all times after the date hereof in accordance with the terms hereof.

2.4. Satisfaction of Released Defaults.

(a) Immediately upon consummation of the Phase I Transactions contemplated in this Agreement, each of the Released Defaults shall, without further action by the MPT Parties, for themselves and their heirs, personal representatives, administrators, successors, and assigns (collectively, including the MPT Parties, the "MPT Releasing Parties"), be forever expressly released, cured, discharged, and waived, unconditionally and irrevocably as against the Prospect Parties and their respective Affiliates, and each of their heirs, personal representatives, officers, directors, managers, employees, administrators, agents, successors, and assigns (collectively, the "Prospect Released Parties").

(b) Each MPT Releasing Party, for itself and on behalf of any other MPT Releasing Party, acknowledges that the legal requirements of many states provide substantially the following:

“A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.”

The MPT Parties for itself and on behalf of any MPT Releasing Parties understand that the foregoing gives the MPT Releasing Parties the right not to release existing claims of which the MPT Releasing Parties are not aware, unless the MPT Releasing Parties voluntarily choose to waive this right. Having been so apprised, but subject in all respects to Section 2.4(e) hereof, the MPT Parties for itself and on behalf of any MPT Releasing Parties nevertheless hereby voluntarily elect to and waive the rights described above solely with respect to the Released Defaults (or such other comparable statute, rule, regulation or order), and elect to assume all risks for claims that exist, existed or may hereafter exist in its favor, known or unknown, suspected or unsuspected, solely arising out of or related to the Released Defaults, in each case, effective upon the date hereof. The MPT Parties for itself and on behalf of any MPT Releasing Parties acknowledge and agree that the foregoing waiver is an essential and material term of the release of the Released Defaults by the MPT Releasing Parties and that, without such waiver, the Prospect Released Parties would not have agreed to the terms of this release.

(c) The MPT Parties hereby represent and warrant to the Prospect Parties that the MPT Parties have no actual knowledge (and without inquiry by any such MPT Party) that any “Event of Default” (as defined in the applicable Obligation Documents) exists as of the date hereof other than the Released Defaults and the Uncured Defaults.

(d) At least two (2) days prior to the Closing Date of each of the Phase II Transactions and the Phase III Transactions, each of the MPT Parties, on the one hand, and Prospect Parties, on the other hand, will (i) provide to one another an updated list of Events of Default then in existence as of such date that are actually known by such Parties, and (ii) represent and warrant to one another that such Parties have no actual knowledge (and without inquiry by any such Party) that any Event of Default exists as of such Closing Date other than such updated Events of Defaults described per clause (i) hereof (collectively, the “Default Representation”).

(e) Notwithstanding the foregoing, the MPT Parties are not waiving or refraining from exercising any rights or remedies with respect to any default or Event of Default that is not a Released Default *as of the date hereof* (including any future Event of Default), and expressly reserve the right to exercise all such rights and remedies with respect to any such other default or Event of Default (including any Uncured Defaults) in accordance with the applicable agreements (including, without limitation, any failure to pay rents, interests, or other amounts payable after the date hereof in accordance with their applicable terms). The existence of any new Events of Default, if any, occurring after the date hereof shall not effect or delay the closing of the Phase II Transactions or the Phase III Transactions. This is not a waiver, release, or extension of any future requirement or other obligation under any of Master Lease I, Master Lease II, the Foothill Mortgage Loan Documents, the TRS Note, the MPT Advance Convertible Note, the Phase I Convertible Note, the Pennsylvania Restructuring Documents, the Amended and Restated Security Agreements, or any other related agreements, and this provision is without prejudice to, and the MPT Parties expressly reserve any and all rights and remedies thereunder, under applicable law, or otherwise with respect to any such future requirements or other obligations.

(f) Without limiting the generality of the foregoing subsection, the Prospect Parties hereby acknowledge the existence of the Uncured Defaults and shall take all actions reasonably necessary to cure such defaults in all respects within thirty (30) Business Days following the date hereof; provided, however, the Prospect Parties may enter into a payment plan or other arrangement, which would be deemed to satisfy the Prospect Parties' obligations in this Section 2.4(f), so long as such payment plan or other arrangement is approved in advance by the MPT Parties (which shall be in the MPT Parties' sole discretion but not to be unreasonably delayed). Any failure to cure any of such Uncured Defaults within the specified time period shall be deemed an Event of Default under the applicable Obligation Documents.

2.5. Release and Waiver of MPT Parties. Contemporaneously herewith, each of the Prospect Parties has executed and delivered to the MPT Parties a Release and Waiver Agreement in the form attached hereto as EXHIBIT C. As of the Closing Date of each of the Phase II Transactions and the Phase III Transactions, the Prospect Parties shall simultaneously execute and deliver to the MPT Parties an additional Release and Waiver Agreement, to be effective as of each such Closing Date.

2.6. Termination of Forbearance Agreement. The Forbearance Agreement is hereby terminated, and shall be of no further force or effect after the date hereof.

2.7. Termination of Collateral Assignments of Assignable Option Agreement. The Collateral Assignments are hereby terminated, and shall be of no further force or effect after the date hereof.

ARTICLE III **PHASE I TRANSACTIONS**

The Phase I Transactions are comprised of the events provided in this ARTICLE III, which Phase I Transactions are occurring as of the Closing Date of the Phase I Transactions (unless expressly otherwise provided):

3.1. PhysicianCo Term Loan; Transfer and Leaseback of Foothill Facility; Redemption of Series A-2 Preferred Units. As a condition to the MPT Parties entering into this Agreement and effecting the transactions contemplated herein, on the date hereof:

(a) PhysicianCo Term Loan. The PhysicianCo Term Loan Lenders and the PhysicianCo Term Loan Borrowers have entered into the PhysicianCo Term Loan Agreement, pursuant to which the PhysicianCo Term Loan Lenders have made a term loan to the PhysicianCo Term Loan Borrowers in the original principal amount of Three Hundred Seventy-Five Million and No/100 Dollars (\$375,000,000.00), of which the sum of One Hundred Thirty-One Million Four Hundred Sixty-Nine Thousand Four Hundred Eighty-Nine Dollars Fifty-Three Cents (\$131,469,489.53) will be distributed by PHPH Midco to PHP Holdings and Fifty-Six Million Four Hundred Sixty-Nine Thousand Four Hundred Eighty-Nine Dollars Fifty-Three Cents (\$56,469,489.53) will be distributed by PHP Holdings to Prospect Medical (immediately prior to MPT Picasso TRS acquiring any Equity Interests in PHP Holdings).

(b) Intercreditor Agreements. The PhysicianCo Term Loan Lenders and certain of the MPT Parties (and their Affiliates) have entered into the PhysicianCo Intercreditor Agreement and the HospitalCo Intercreditor Agreement, pursuant to which they have agreed upon (i) the priority of their Encumbrances on certain collateral securing their respective obligations and liabilities from certain of the Prospect Parties, and (ii) certain of their other respective rights and remedies, as set forth therein.

(c) Transfer and Leaseback of Foothill Facility. Prior to the consummation of the Phase I Transactions, (i) Alta Newport transferred, assigned, and conveyed all of its rights, title, and interest to the Foothill Facility (and certain related realty assets described therein) to Foothill Propco (subject in all respects to the Foothill Mortgage and all obligations owed by Alta Newport to the MPT Foothill Lender under the other Foothill Mortgage Loan Documents), and (ii) Foothill Propco leased the Foothill Facility to Alta Newport pursuant to that certain Hospital Lease Agreement, dated May 16, 2023 (“Foothill Lease”), and which Foothill Lease is secured as set forth therein. Contemporaneously with the closing of the balance of the Phase I Transactions, the Foothill Mortgage and all obligations owed by Alta Newport and Foothill Propco to the MPT Foothill Lender under the other Foothill Mortgage Loan Documents will be released in accordance with Section 3.5(a).

(d) Redemption of Outstanding Series A-2 Preferred Units. Prior to the date hereof, PHP Holdings issued 32,402,885 Series A-2 Preferred Units as follows: (i) 29,795,354 PHPH Series A-2 Preferred Units to Prospect Provider Group, LLC (“PPG”), and (ii) 2,607,531 PHPH Series A-2 Preferred Units to PHS Holdings, LLC (“PHS”). Prior to the consummation of the Phase I Transactions, PHP Holdings redeemed all of such 32,402,885 Series A-2 Preferred Units from PPG and PHS pursuant to the Redemption Agreements and, as a result thereof, there are no PHPH Series A-2 Preferred Units issued and outstanding as of the date hereof.

3.2. Issuance of Preferred Units and Convertible Notes for Certain Outstanding Obligations.

(a) PHPH Series A-1 Preferred Units. Immediately following the consummation of the transactions contemplated in Section 3.1, on the date hereof:

(i) Pursuant to the Series A-1 Subscription Agreement, MPT Picasso TRS has received PHPH Series A-1 Preferred Units comprising Forty-Nine Percent (49%) of the outstanding Equity Interest in PHP Holdings, which the Parties hereby agree the value of which equals Seventy-Five Million Two Hundred Ninety-Four Thousand Five Hundred Seventy-Seven Dollars Eleven Cents (\$75,294,577.11) (based upon the PHPH Net Equity Value);

(ii) each of PHP Holdings, MPT Picasso TRS, and Prospect Medical has entered into the PHP Holdings LLC Agreement (pursuant to which ManageCo shall serve as the manager thereof following the date hereof); and

(iii) in accordance with the terms of the PHP Holdings LLC Agreement, each of the Subsidiaries of PHP Holdings (but not including Prospect Health Plan, Inc. solely to the extent prohibited by applicable laws or regulations), has amended (or, no later than ten (10) days following the Closing Date of the Phase I Transactions will, amend) its respective articles or certificate of incorporation, bylaws, operating agreements, limited liability company agreements, partnership agreements, and other similar organizational and governing documents to include certain provisions and protections for the benefit of MPT Picasso TRS (collectively, the “PHPH Subsidiary Amendments”).

(b) PHPH Convertible Notes. Contemporaneously herewith, PHP Holdings has issued MPT Picasso TRS the “Phase I Convertible Note” in the original principal amount of Six Hundred Forty-Six Million Three Hundred Thirty-Seven Thousand Five Hundred Ninety-Seven Dollars Seventy-Four Cents (\$646,337,597.74), which amount the Parties intend to equal the following:

(i) the Phase I Outstanding Obligations described in Section 3.2(c) hereof, *less*

(ii) the agreed upon value of the PHPH Series A-1 Preferred Units issued to MPT Picasso TRS as set forth above in Section 3.2(a) hereof.

(c) Phase I Outstanding Obligations. MPT Picasso TRS is accepting the Phase I Convertible Note in lieu of additional PHPH Series A-1 Preferred Units because issuance of any additional PHPH Series A-1 Preferred Units to MPT Picasso TRS on the date hereof beyond those described in Section 3.2(a) hereof requires certain regulatory notices and approvals (as described in Section 4.1 hereof) and, thus, the issuance of such PHPH Series A-1 Preferred Units and Phase I Convertible Note, on a combined basis, are intended to be in full and complete satisfaction of the following Outstanding Obligations (collectively, the “Phase I Outstanding Obligations”):

- (i) the outstanding balance (if any) of the MPT Advance Convertible Note described in Section 3.3 hereof;
- (ii) the Deferred Amounts and Outstanding Property Insurance described in Section 3.4 hereof;
- (iii) the outstanding balance of the Foothill Mortgage Loan Note described in Section 3.5(a) hereof;
- (iv) the outstanding balance of the TRS Note described in Section 3.6 hereof;
- (v) the Agreed Pennsylvania Shortfall Amount as described in Section 3.7 hereof; and
- (vi) the Agreed Connecticut Shortfall Amount as described in Section 5.1 hereof.

Subject to the specific terms and conditions of this Agreement, the priority of payment and amounts allocated to the Phase I Outstanding Obligations shall be allocated and applied in accordance with, as applicable, Master Lease I, Master Lease II, the Foothill Mortgage Loan Documents, the TRS Note, any other existing Obligation Documents, and as otherwise determined by the MPT Parties in their sole and absolute discretion, provided however, such allocation shall in no event result in less than the full and complete satisfaction of the Phase I Outstanding Obligations.

3.3. MPT Advance Convertible Note. MPT Picasso TRS hereby notifies PHP Holdings, pursuant to Section 5(a)(i) of the MPT Advance Convertible Note, of MPT Picasso TRS’s election to convert the outstanding aggregate principal amount of the MPT Advance Convertible Note and any accrued but unpaid interest thereon as of the date hereof, in full, into PHPH Series A-1 Preferred Units, which PHPH Series A-1 Preferred Units have been authorized and reserved for issuance pursuant to the PHP Holdings LLC Agreement. Notwithstanding anything to the contrary set forth in the MPT Advance Convertible Note, contemporaneously herewith: (a) the original principal amount of Fifty Million and No/100 Dollars (\$50,000,000.00) of the MPT Advance Convertible Note and accrued but unpaid interest thereon in the amount of Five Hundred Eighty-Eight Thousand Eight Hundred Eighty-Eight and 89/100 Dollars (\$588,888.89) have been fully satisfied by the issuance to MPT Picasso TRS of the PHPH Series A-1 Preferred Units and the Phase I Convertible Note, each as more particularly described in Section 3.2 hereof, and (b) as a result of the full satisfaction of all amounts owed under the MPT Advance Convertible Note pursuant to the Phase I Transactions, (i) the MPT TRS Lender has cancelled the MPT Advance Convertible Note and returned the same to Prospect Medical, (ii) the MPT Advance Convertible Note shall be deemed terminated and of no further force or effect, and (iii) PHPH shall have no further obligations thereunder and all obligations set forth thereunder shall be immediately deemed satisfied in full and extinguished in their entirety, including with respect to any interest amounts accrued prior to the date hereof. The Parties

acknowledge that: (1) prior to the closing of the Phase I Transactions, PHP Holdings is a wholly-owned and controlled Subsidiary of Prospect Medical, (2) MPT Picasso TRS is a wholly-owned and controlled Subsidiary (directly or indirectly) of MPT Op, and (3) the issuances of such PHPH Series A-1 Preferred Units and the Phase I Convertible Note are being made to MPT Picasso TRS for the respective benefit of the Parties. MPT Picasso TRS represents and warrants that immediately prior to the conversion of the MPT Advance Convertible Note, MPT Picasso TRS is the sole owner of and sole beneficiary under the MPT Advance Convertible Note and has not transferred, pledged, hypothecated or otherwise encumbered the MPT Advance Convertible Note or any amounts due thereunder.

3.4. Deferred Amounts and Outstanding Property Insurance. The aggregate outstanding amounts of: (i) the Deferred Base Rent, (ii) the Deferred Interest, (iii) the accrued but unpaid base interest under the Foothill Mortgage Loan Note, and the TRS Note through the date hereof, and (vi) to the extent not included in the foregoing clauses, all Deferred Base Rent and Deferred Interest that may hereafter be deferred as described in the Term Sheet (collectively, the “Deferred Amounts”), are equal to One Hundred Ninety-Three Million Nine Hundred Seventy-Five Thousand One Hundred Seventy-Five Dollars Ninety-Six Cents (\$193,975,175.96). The aggregate amount of Outstanding Property Insurance is Seven Hundred Eight-Three Thousand Seven Hundred Eight and No/100 Dollars (\$783,708.00).

(a) Satisfaction of Deferred Amount and Outstanding Property Insurance. At the closing of the Phase I Transactions contemporaneously herewith, all of the Deferred Amounts and Outstanding Property Insurance have been satisfied by the issuance to MPT Picasso TRS of the PHPH Series A-1 Preferred Units and the Phase I Convertible Note, each as more particularly described in Section 3.2 hereof.

(b) Acknowledgements. The Parties acknowledge that as of immediately prior to the closing of the Phase I Transactions: (i) Alta Newport, the Master Lease I Lessees, and the Master Lease II Lessees are wholly-owned and controlled Subsidiaries (directly or indirectly) of Prospect Medical, and PHP Holdings is owned by Prospect Medical, PPG and PHS, (ii) Prospect Medical guarantees their respective obligations to the MPT Parties pursuant to certain of the Obligation Documents, (iii) the MPT Foothill Lender, the Master Lease I Lessors, the Master Lease II Lessors, and MPT Picasso TRS are wholly-owned and controlled Subsidiaries (directly or indirectly) of MPT Op, and (iv) the satisfaction in full, of the Deferred Amounts and Outstanding Property Insurance by Prospect Medical as set forth in this agreement, to the applicable MPT Parties, and the issuances of such PHPH Series A-1 Preferred Units and the Phase I Convertible Note to MPT Picasso TRS, are being made for the respective benefit of the Parties.

3.5. Foothill Transaction.

(a) Mortgage Payment. Contemporaneously herewith, Prospect Medical has paid the sum of One Hundred Sixty Million Four Hundred Four Thousand Two Hundred and No/100 Dollars (\$160,404,200.00), which amount is comprised of the sum of (and full satisfaction of) (i) the Tranche I Advance, (ii) the Tranche 2 Advances, and (iii) the Tranche 2 Additional Interest (in each case owed by Alta Newport and Foothill Propco and to the MPT Foothill Lender), by the issuance to MPT Picasso TRS of the PHPH Series A-1 Preferred Units and the Phase I Convertible Note, each as more particularly described in Section 3.2 hereof. Contemporaneously therewith, the MPT Foothill Lender has caused the Foothill Mortgage to be terminated and released in the official records of Orange County, California.

(b) Acknowledgements. The Parties acknowledge that as of immediately prior to the closing of the Phase I Transactions: (i) Alta Newport, the Master Lease I Lessees, and the Master Lease II Lessees are wholly-owned and controlled Subsidiaries (directly or indirectly) of Prospect Medical, and PHP Holdings

is owned by Prospect Medical, PPG and PHS, (ii) Prospect Medical guarantees their respective obligations to the MPT Parties pursuant to certain of the Obligation Documents, (iii) the MPT Foothill Lender, the Master Lease I Lessors, the Master Lease II Lessors, and MPT Picasso TRS are wholly-owned and controlled Subsidiaries (directly or indirectly) of MPT Op, and (iv) the satisfaction in full, of the Deferred Amounts by Prospect Medical as set forth in this agreement, to the applicable MPT Parties, and the issuances of such PHPH Series A-1 Preferred Units and the Phase I Convertible Note to MPT Picasso TRS, are being made for the respective benefit of the Parties.

3.6. TRS Note. Contemporaneously herewith, (a) the original principal amount of One Hundred Twelve Million Nine Hundred Thirty Seven Thousand Two Hundred Four and No/100 Dollars (\$112,937,204.00) of the TRS Note has been fully satisfied by the issuance to MPT Picasso TRS of the PHPH Series A-1 Preferred Units and the Phase I Convertible Note, each as more particularly described in Section 3.2 hereof, and (b) as a result of the full satisfaction of all amounts owed under the TRS Note pursuant to the Phase I Transactions, the MPT TRS Lender has cancelled the TRS Note and returned the same to Prospect Medical. The Parties acknowledge that: (1) as of immediately prior to the closing of the Phase I Transactions PHP Holdings is owned by Prospect Medical, PPG and PHS, (2) both the MPT TRS Lender and MPT Picasso TRS are wholly-owned and controlled Subsidiaries (directly or indirectly) of MPT Op, and (3) the issuances of such PHPH Series A-1 Preferred Units and the Phase I Convertible Note are being made to MPT Picasso TRS for the respective benefit of the Parties.

3.7. Pennsylvania Transaction.

(a) Purchase and Sale; Intercompany Lease.

(i) Contemporaneously herewith: (A) the Pennsylvania Lessors and Prospect CCMC have entered into the Pennsylvania Purchase Agreement, pursuant to which the Pennsylvania Lessors have sold and conveyed to Prospect CCMC, and Prospect CCMC has purchased and accepted from the Pennsylvania Lessors, all of the Pennsylvania Lessors' respective right, title and interest in and to the Pennsylvania Facilities (and certain related assets described therein) for an aggregate purchase price of Two Hundred Fifty Million and No/Dollars (\$250,000,000.00) (the "Pennsylvania Purchase Price"), of which amount has been contemporaneously paid as set forth in Section 3.7(b) below, and (B) each of the Pennsylvania Facilities, Pennsylvania Lessors, and Pennsylvania Lessees have been severed and removed from Master Lease I and Master Lease II, as applicable.

(ii) Immediately after the transactions described in clause (i) hereof: (A) Prospect CCMC leased the Pennsylvania Facility commonly known as "Delaware County Memorial Hospital" to Prospect DCMH pursuant to a lease agreement between them, and (B) Prospect DCMH joined in the execution and delivery of the Amended and Restated Security Documents, and (C) Prospect DCMH delivered that certain Subordination and Attornment Agreement, dated of even date herewith, to the Pennsylvania Mortgage Lenders (as described below) and their Affiliates (the "Pennsylvania Subordination and Attornment Agreement").

(b) Payment of the Pennsylvania Purchase Price. The Pennsylvania Purchase Price is being paid as follows:

(i) Pennsylvania Mortgage Loan. One Hundred Fifty Million and No/100 Dollars (\$150,000,000.00) of the Pennsylvania Purchase Price has been satisfied by the issuance of a

mortgage loan in such amount (plus an additional Five Million Two Hundred Twenty-Two Thousand Five Hundred Seventeen Dollars and Fifty-Four Cents (\$5,222,517.54) for transfer taxes, as contemplated in Section 11.15(b) hereof) made by the Pennsylvania Lessors (hereinafter also referred to as the Pennsylvania Mortgage Lenders) to Prospect CCMC (hereinafter also referred to as the Pennsylvania Mortgage Borrower) in accordance with that certain Real Estate Loan Agreement, dated of even date herewith, by and among the Pennsylvania Mortgage Borrower and the Pennsylvania Mortgage Lenders (the “Pennsylvania Mortgage Loan Agreement”), and which:

(A) is evidenced by a Promissory Note, dated of even date herewith, made by the Pennsylvania Mortgage Borrower in favor of the Pennsylvania Mortgage Lenders (the “Pennsylvania Mortgage Loan Note”), with a term of five (5) years, and which will bear interest at: (1) a per annum rate of Nine Percent (9%), to be paid in kind from March 1, 2024 thru May 31, 2025 (which shall be added to the principal balance of the Pennsylvania Mortgage Loan Note), and (2) a per annum rate of Twelve Percent (12%), payable in cash thereafter, and

(B) will be cross-defaulted and cross-collateralized in the same manner as the obligations under Master Lease I and Master Lease II, and otherwise secured by, among other things, that certain Mortgage, Security Agreement and Fixture Filing, dated of even date herewith, made by Prospect CCMC in favor of the Pennsylvania Mortgage Lenders (the “Pennsylvania Mortgage”) and the Amended and Restated Security Documents.

(ii) PHPH Series A-1 Preferred Units or Convertible Note. One Hundred Million and No/100 Dollars (\$100,000,000.00) (the “Agreed Pennsylvania Shortfall Amount”) of the Pennsylvania Purchase Price has been satisfied by the issuance to MPT Picasso TRS of the PHPH Series A-1 Preferred Units and the Phase I Convertible Note, each as more particularly described in Section 3.2 hereof. The Parties acknowledge that: (i) the Pennsylvania Mortgage Borrower is a wholly-owned and controlled Subsidiary (directly or indirectly) of Prospect Medical, and as of immediately prior to the closing of the Phase I Transactions PHP Holdings is owned by Prospect Medical, PPG and PHS, (ii) Prospect Medical guarantees their respective obligations to the MPT Parties pursuant to certain of the Obligation Documents, (iii) both the Pennsylvania Mortgage Lenders and MPT Picasso TRS are wholly-owned and controlled Subsidiaries (directly or indirectly) of MPT Op, and (iv) the issuances of such PHPH Series A-1 Preferred Units and the Phase I Convertible Note are being made to MPT Picasso TRS for the respective benefit of the Parties.

(iii) Remaining Pennsylvania Purchase Price. In lieu of any further consideration for the Pennsylvania Purchase Price, MPT Picasso TRS has received a right to receive certain distributions on an accelerated, profits-interest basis under the distribution provisions of the PHP Holdings LLC Agreement.

(c) Taxes, Insurance, Utilities. All utility charges, insurance, and real and personal property taxes related to the Pennsylvania Facilities: (i) for any periods (or portions thereof) ending on or prior to the date hereof shall be the responsibility of the Pennsylvania Lessees and their Affiliates pursuant to the terms of Master Lease I and Master Lease II, and (ii) for any periods (or portions thereof) ending after the date hereof, shall be the responsibility of Pennsylvania Mortgage Borrower and their Affiliates pursuant to the terms of the Pennsylvania Mortgage Loan Agreement. In no event shall any of the MPT Parties have any responsibility for payment of such amounts, *provided, however*, for the avoidance of doubt, MPT Parties

must pay the amounts owed by it pursuant to Section 11.15 of this Agreement (which shall be added to the Pennsylvania Mortgage Loan Note).

3.8. Connecticut Master Agreement. In connection with the transactions contemplated above, on the date hereof: (i) the applicable Prospect Parties and the applicable MPT Parties have entered into that certain Amendment to Connecticut Master Agreement, dated of even date herewith (the "Amendment to Connecticut Master Agreement"), pursuant to which the parties have modified the Connecticut Master Agreement to address the transactions to be consummated in accordance with this Agreement (including ARTICLE V hereof), and (ii) such Prospect Parties have delivered to such MPT Parties the written consent from Yale New Haven Health Services Corporation to such Amendment to Connecticut Master Agreement, as required pursuant to the terms and conditions of the Underlying Acquisition Agreement (as defined in the Connecticut Master Agreement) (the "Yale Consent").

3.9. Phase I Deliverables.

(a) Deliverables by Prospect Parties. Prior to or contemporaneously herewith, the applicable Prospect Parties have delivered (or caused to be delivered) to the MPT Parties the following:

- (i) Copies of the PhysicianCo Term Loan Agreement, and all other loan documents entered into or delivered by any of the Prospect Parties or any of their Affiliates in connection therewith, duly executed by the applicable Prospect Parties and the PhysicianCo Term Loan Lenders;
- (ii) PhysicianCo Intercreditor Agreement, duly executed by the PhysicianCo Term Loan Lenders and the applicable Prospect Parties;
- (iii) Evidence reasonably satisfactory to the MPT Parties of repayment in full of the indebtedness and other obligations outstanding under the ABL Credit Agreement dated as of February 22, 2018 among PMH, as borrower, JPMorgan Chase Bank, N.A, as administrative agent and issuing bank, the lenders party thereto and the other agents, arrangers and bookrunners identified therein, as amended from time to time .
- (iv) Master Lease I Amendment, duly executed by the Master Lease I Lessees;
- (v) Master Lease II Amendment, duly executed by the applicable Master Lease II Lessees;
- (vi) the Amended and Restated Security Documents, duly executed by the applicable Prospect Parties and their applicable Affiliates;
- (vii) the PHP Holdings Pledge Agreement, duly executed by PHP Holdings;
- (viii) the Intercompany Subordination Agreement, duly executed by the applicable Prospect Parties and their applicable Affiliates;
- (ix) Amendments to each of the existing Memoranda of Lease relating to Master Lease I, Master Lease II, the termination of the Foothill Mortgage Loan Agreement, and the addition of Obligation Documents contemplated herein, each duly executed by the applicable Prospect Parties;
- (x) Amendments to each of the existing Assignment of Rents and Leases relating to Master Lease I, Master Lease II, the termination of the Foothill Mortgage Loan Agreement, and the

addition of Obligation Documents contemplated herein, each duly executed by the applicable Prospect Parties;

(xi) Redemption Agreements, duly executed by PHP Holdings, Prospect Medical, and each of PPG and PHS (respectively);

(xii) Series A-1 Subscription Agreement, duly executed by PHP Holdings and Prospect Medical;

(xiii) PHP Holdings LLC Agreement, duly executed by PHP Holdings, and Prospect Medical;

(xiv) PHPH Subsidiary Amendments, duly executed by PHP Holdings and its applicable Subsidiaries (to the extent available, it being understood that certain PHPH Subsidiary Amendments may be delivered no more than ten (10) days following the closing of the Phase I Transactions);

(xv) Service Mark Assignment Agreement, duly executed by Prospect Medical and Prospect Medical Systems, LLC;

(xvi) Trademark License Agreement, duly executed by Prospect Medical and PMH;

(xvii) Phase I Convertible Note, duly executed by PHP Holdings;

(xviii) An amendment to the Support Services Agreement, duly executed by PHP Holdings and Prospect Medical;

(xix) Termination of Foothill Loan Agreement and Foothill Mortgage, duly executed by Alta Newport and Prospect Medical;

(xx) Copies of the Foothill Lease and any other documents entered into by any of the Prospect Parties or their Affiliates in connection therewith, duly executed by the applicable Prospect Parties;

(xxi) Pennsylvania Purchase Agreement, the Pennsylvania Mortgage Loan Agreement, the Pennsylvania Mortgage Loan Note, the Pennsylvania Subordination and Attornment Agreement, and each of the other Pennsylvania Restructuring Documents, duly executed by the applicable Pennsylvania Lessees and their applicable Affiliates;

(xxii) Amendment to Connecticut Master Agreement, duly executed by the applicable Prospect Parties;

(xxiii) Copy of the Yale Consent (to the Amendment to Connecticut Master Agreement);

(xxiv) Evidence of Letter of Credit (if available, or within 30 days hereafter);

(xxv) A Release and Waiver Agreement, duly executed by all of the Prospect Parties;

(xxvi) Resolutions or consents of the respective governing bodies of each of the Prospect Parties authorizing their respective execution, delivery, and performance of this Agreement and all other documents or agreements to be executed by any of them in connection herewith (including, without

limitation, any such documents and agreements to be entered into by any of the Prospect Parties after the date hereof) (collectively, the “Prospect Parties’ Resolutions”);

(xxvii) An Officers’ Certificate in form and substance reasonably satisfactory to the MPT Parties and executed by a duly authorized executive officer of Prospect Medical on behalf of Prospect Medical, its Designated Subsidiaries, and the Other Applicable Subsidiaries (other than PHP Holdings and its Designated Subsidiaries):

(A) certifying to the MPT Parties on behalf of all of Prospect Medical, its Designated Subsidiaries, and the Other Applicable Subsidiaries that: (1) all of the representations and warranties of Prospect Medical, its Designated Subsidiaries, and the Other Applicable Subsidiaries set forth in this Agreement and the other Restructuring Documents are true and correct as of the date hereof, and (2) Prospect Medical, its Designated Subsidiaries, and the Other Applicable Subsidiaries, as applicable, have delivered, performed, observed and complied in all material respects with all of the items, instruments, documents, covenants, agreements and conditions required by this Agreement and the other Restructuring Documents to be delivered, performed, observed and complied with by Prospect Medical, its Designated Subsidiaries, and the Other Applicable Subsidiaries as of the date hereof;

(B) certifying to the MPT Parties on behalf of Prospect Medical, its Designated Subsidiaries, and the Other Applicable Subsidiaries that: (1) with respect to Prospect Medical, as to the Certificate of Incorporation and Bylaws, each as in effect from the date of this Agreement, (2) with respect to each of Prospect Medical’s Designated Subsidiaries and Other Applicable Subsidiaries, as to their respective articles or certificate of incorporation, bylaws, operating agreements, limited liability company agreements, partnership agreements, and other similar organizational and governing documents, each as in effect from the date of this Agreement, and (3) a copy of each of the applicable Prospect Parties’ Resolutions from Prospect Medical, its Designated Subsidiaries, and the Other Applicable Subsidiaries; and

(C) providing specimen signatures of the officers or authorized agents of each of Prospect Medical, its Designated Subsidiaries, and the Other Applicable Subsidiaries;

(xxviii) An Officers’ Certificate in form and substance reasonably satisfactory to the MPT Parties and executed by a duly authorized executive officer of PHP Holdings on behalf of PHP Holdings and its Designated Subsidiaries:

(A) certifying to the MPT Parties on behalf of all of PHP Holdings and such Designated Subsidiaries that: (1) all of the representations and warranties of PHP Holdings and such Designated Subsidiaries set forth in this Agreement (subject to the disclosures made in the Disclosure Schedules) and the other Restructuring Documents are true and correct as of the date hereof, and (2) PHP Holdings and such Designated Subsidiaries, as applicable, have delivered, performed, observed and complied in all material respects with all of the items, instruments, documents, covenants, agreements and conditions required by this Agreement and the other Restructuring Documents to be delivered, performed, observed and complied with by PHP Holdings and such Designated Subsidiaries as of the date hereof;

(B) certifying to the MPT Parties on behalf of PHP Holdings and such Designated Subsidiaries that: (1) with respect to PHP Holdings, as to the Certificate of Formation and the PHP Holdings LLC Agreement, each as in effect from the date of this Agreement, (2) with respect to each of PHP Holdings' Designated Subsidiaries, as to their respective articles or certificate of incorporation, bylaws, operating agreements, limited liability company agreements, partnership agreements, and other similar organizational and governing documents, each as in effect from the date of this Agreement, and (3) a copy of each of the applicable Prospect Parties' Resolutions from PHP Holdings and such Designated Subsidiaries; and

(C) providing specimen signatures of the officers or authorized agents of each of PHP Holdings and such Designated Subsidiaries;

(xxix) Certificates of existence and good standing of each of the Prospect Parties, their respective Designated Subsidiaries, and the Other Applicable Subsidiaries, dated within thirty (30) days prior to the date hereof, from each such entity's State of incorporation or formation and, to the extent in which the character of its properties or in which the transaction of its business makes such qualification necessary, from the States of California and Connecticut and the Commonwealth of Pennsylvania;

(xxx) A closing statement in form and substance mutually satisfactory to the Parties, duly executed by each of the applicable Prospect Parties; and

(xxxi) Such other amendments, certificates, financing statements, tax filings, instruments and documents as any of the MPT Parties reasonably deems necessary to effectuate the transactions contemplated hereby.

(b) Deliverables by MPT Parties. Contemporaneously herewith, the applicable MPT Parties have delivered (or caused to be delivered) to the Prospect Parties the following:

- (i) PhysicianCo Intercreditor Agreement, duly executed by the applicable MPT Parties;
- (ii) Series A-1 Subscription Agreement, duly executed by MPT Picasso TRS;
- (iii) PHP Holdings LLC Agreement, duly executed by MPT Picasso TRS;
- (iv) Cancelled Foothill Mortgage Loan Note;
- (v) Termination of Foothill Loan Agreement and Foothill Mortgage, duly executed by MPT Foothill Lender;
- (vi) Cancellation of TRS Note;
- (vii) Cancellation of the MPT Advance Convertible Note;
- (viii) Pennsylvania Purchase Agreement, the Pennsylvania Mortgage Loan Agreement, the Pennsylvania Mortgage Loan Note, the Pennsylvania Subordination and Attornment Agreement, and each of the other Pennsylvania Restructuring Documents, duly executed by the applicable Pennsylvania Lessors and their applicable Affiliates;

- (ix) Master Lease I Amendment, duly executed by the applicable Master Lease I Lessors;
- (x) Master Lease II Amendment, duly executed by the applicable Master Lease II Lessors;
- (xi) the Amended and Restated Security Documents, duly executed by the applicable MPT Parties and their applicable Affiliates;
- (xii) the PHP Holdings Pledge Agreement, duly executed by MPT Picasso TRS;
- (xiii) [Intentionally Omitted];
- (xiv) Amendments to each of the existing Memoranda of Lease relating to Master Lease I, Master Lease II, the termination of the Foothill Mortgage Loan Agreement, and the addition of Obligation Documents contemplated herein, each duly executed by the applicable Prospect Parties;
- (xv) Amendments to each of the existing Assignment of Rents and Leases relating to Master Lease I, Master Lease II, the termination of the Foothill Mortgage Loan Agreement, and the addition of Obligation Documents contemplated herein, each duly executed by the applicable Prospect Parties;
- (xvi) Amendment to Connecticut Master Agreement, duly executed by the applicable MPT Parties;
- (xvii) Resolutions or consents of the respective governing bodies of each of the MPT Parties authorizing their respective execution, delivery, and performance of this Agreement and all other documents or agreements to be executed by any of them in connection herewith (including, without limitation, any such documents and agreements to be entered into by any of the MPT Parties after the date hereof) (collectively, the “MPT Parties’ Resolutions”);
- (xviii) An Officers’ Certificate in form and substance reasonably satisfactory to the Prospect Parties and executed by a duly authorized executive officer of MPT OP:
 - (A) certifying to the Prospect Parties on behalf of all of the MPT Parties that: (1) all of the representations and warranties of the MPT Parties set forth in this Agreement and the other Restructuring Documents are true and correct as of the date hereof, and (2) the applicable MPT Parties have delivered, performed, observed and complied in all material respects with all of the items, instruments, documents, covenants, agreements and conditions required by this Agreement and the other Restructuring Documents to be delivered, performed, observed and complied with by such MPT Parties as of the date hereof;
 - (B) certifying to the Prospect Parties on behalf of all of the MPT Parties that: (1) with respect to each of the MPT Parties, as to each of such MPT Parties’ respective articles or certificate of incorporation, bylaws, operating agreements, limited liability company agreements, partnership agreements, and other similar organizational and governing documents, each as in effect from the date of this Agreement, and (2) a copy of each of the MPT Parties’ Resolutions; and

(C) providing specimen signatures of the officers or authorized agents of each of the MPT Parties;

(xix) Certificates of existence and good standing of each of the MPT Parties, dated within thirty (30) days prior to the date hereof, from each such entity's State of incorporation or formation and, to the extent in which the character of its properties or in which the transaction of its business makes such qualification necessary, from the States of California and Connecticut and the Commonwealth of Pennsylvania;

(xx) A closing statement in form and substance mutually satisfactory to the Parties, duly executed by each of the applicable MPT Parties; and

(xxi) Such other amendments, certificates, financing statements, tax filings, instruments and documents as any of the Prospect Parties reasonably deems necessary to effectuate the transactions contemplated hereby (it being acknowledged by the Prospect Parties that certain affidavits typically provided by owners of real property may be limited due to the Prospect Parties' sole use and possession of the Facilities prior to the date hereof).

ARTICLE IV **PHASE II TRANSACTIONS**

The Phase II Transactions are comprised of the events provided in this ARTICLE IV, which Phase II Transactions are occurring as of the Closing Date of the Phase II Transactions (unless expressly otherwise provided):

4.1. Regulatory Consents and Approvals.

(a) Promptly following the date hereof, Prospect Medical and the other applicable Prospect Parties shall take all actions necessary to obtain any approval or consent of, or to provide written notification to, any Governmental Body or any other Person that is required in connection with the Prospect Parties' (and their respective Affiliates') consummation and performance of the Phase II Transactions, including, without limitation: (i) filing all reports or other documents required or requested by any Governmental Bodies concerning the transactions contemplated hereby (including without limitation, the health care regulatory filings set forth in Section 4.1(b)), (ii) comply within the timeframe set forth in such request or if no timeframe is requested then within a commercially reasonable time period after receiving the request (recognizing that time is of the essence), and any other requests by any Governmental Body for additional information concerning such Phase II Transactions, (iii) take all actions necessary to obtain any approval or consent of, or to provide written notification to, any other Governmental Body or any other Person described in Section 7.3 hereof and (iv) take any other actions required by Governmental Bodies or any other Person to approve such Phase II Transactions, to allow the applicable Governmental Body or Person to approve the Phase II Transactions as promptly as possible. Notwithstanding anything in this Section 4.1 to the contrary, the MPT Parties acknowledge and agree that the Prospect Parties will not be required to incur unreimbursed costs, be deemed to be in breach of this Section 4.1 or agree to conditions not currently known, or anticipated, by any of the Prospect Parties as of the date hereof (whether in kind or magnitude) if any conditions imposed on the Prospect Parties by the Governmental Body or non-approval by a Governmental Body of any approval required under this Agreement is a direct result of the information provided or omission of information by the MPT Parties, or the structure required by the MPT Parties to

comply with applicable REIT requirements (and the MPT Parties shall be responsible for all costs associated with such changes).

(b) The Prospect Parties shall promptly: (i) submit a notice of material modification by or on behalf of Prospect Health Plan, Inc. to the DMHC, which notifies and requests the approval the DMHC of the Phase II Transactions, (ii) submit an application and request for the issuance of a temporary pharmacy license (and subsequently the issuance of a permanent license) with the California Board of Pharmacy in connection with the pharmacy license issued to Alta Newport for the operations of its pharmacy, which license will allow the continued operation of the pharmacy at its current location, and (iii) submit an application with the CDPH as required by applicable Law.

(c) The Prospect Parties shall permit the MPT Parties and their representatives to review and provide comments within five (5) Business Days after receipt by the applicable MPT Parties to any documents to be submitted to any Governmental Bodies or any other Person in connection with any material regulatory consents or approvals. Notwithstanding the foregoing, for the filings set forth in Section 4.1(b), the MPT Parties will provide comments within three (3) Business Days after receipt of such documents. Subject to the last sentence of Section 4.1(a), the Prospect Parties shall (i) incorporate any comments from the MPT Parties with respect to (A) the MPT Parties' legal, tax, accounting, or financial status which comments shall be limited to changes the MPT Parties required to comply with applicable REIT requirements or PHP Holdings' operation as a Bankruptcy Remote Entity, or (B) known to the Prospect Parties of the date hereof and directly related to the structure and subsequent documentation of the Phase I Transactions or Phase II Transactions and which comments are not inconsistent with the terms of this Agreement, and (ii) consider any other comments provided by the MPT Parties, in good faith, which are received within the timeframes set forth in this Section 4.1(c).

(d) To the extent any information is necessary or required by law from any of the MPT Parties for the submission, processing, and/or granting of any such notices or approvals, the applicable MPT Parties will cooperate with the applicable Prospect Parties and promptly provide such information to the applicable Prospect Parties. The Parties intend that the foregoing conditions are to be completed and all such regulatory approvals, consents and confirmations shall be obtained by the Prospect Parties no later than November 30, 2023, to the extent that each applicable Governmental Body is able to provide such consent, approval or confirmation prior to such date, and shall act in good faith and cooperate in all material respects to meet such intended deadline.

(e) Notwithstanding anything to the contrary in this Agreement, in the event of an Organic Change (as defined in the Phase I Convertible Note) or similar event, if:

(i) Prospect Medical and the other applicable Prospect Parties are unable to obtain the approvals or consents of any Governmental Body and other Persons contemplated by this Section 4.1 that are necessary to allow MPT Picasso TRS to convert the Phase I Convertible Note (as described in Section 4.4 below) (the "Required Consents") prior to the occurrence of any Organic Change or similar event; and

(ii) as a result of the inability to convert due to the circumstances described in Section 4.1(e)(i) above:

(A) the aggregate amount that MPT Picasso TRS would receive at the time of such Organic Change from the sum of (1) the Convertible Amounts (as defined in the Phase I Convertible

Note) payable under the Phase I Convertible Note as of the date of such Organic Change, and (2) the distributions of “Available Cash” pursuant to the PHP Holdings LLC Agreement in connection with such Organic Change or similar event, is less than

(B) the aggregate amount that MPT Picasso TRS would have received solely from distributions of Available Cash pursuant to the PHP Holdings LLC Agreement had MPT Picasso TRS fully converted the Phase I Convertible Note prior to such Organic Change or similar event,

(such difference, a “Conversion Shortfall”), then the Convertible Amount due and payable under the Phase I Convertible Note immediately prior to the occurrence of such Organic Change or similar event in accordance with the terms of the Phase I Convertible Note shall automatically be increased by an amount equal to such Conversion Shortfall and, for all other purposes to the fullest extent permitted by applicable laws, MPT Picasso TRS shall be treated as if the Phase I Convertible Note has been fully converted as of the occurrence of such Organic Change or similar event. It is hereby understood and agreed that the Parties intend that MPT Picasso TRS’ economic and financial rights shall not be diminished for any reason due to Prospect Medical’s and the other applicable Prospect Parties’ failure to obtain the Required Consents prior to such Organic Change or similar event, and that each of the Parties shall act in good faith, take all actions reasonably necessary, and otherwise reasonably cooperate in all material respects to fulfill such intent of the Parties, including providing one another reasonable access to financial and other information reasonably necessary to determine and agree upon the amount of any Conversion Shortfall. Nothing in this subsection is intended to limit or modify the Parties’ rights to bring an action for breach of contract or for specific performance (and to seek other equitable relief) in connection with any breach or violation, or any attempted breach or violation, of the provisions of this Article.

4.2. Transfer of Alta Newport to PHP Holdings. Immediately following the receipt of all requisite approvals from Governmental Bodies in accordance with Section 4.1 hereof, the Prospect Parties shall cause: (a) Alta Newport to be merged with and into Foothill Propco, with Alta Newport being the surviving entity that will thereafter be owned by PHPH MidCo (the “Merger”), and (b) Alta Newport and Foothill Propco to terminate the Foothill Lease (and any related security documents). As consideration for the Merger of Alta Newport with and into Foothill Propco, Prospect Medical shall exchange the number of Class A-1 Units held by Prospect Medical representing reasonable value for Alta Newport, as mutually agreed to by the Parties, into PHPH Series A-2 Preferred Units, and will transfer such PHPH Series A-2 Preferred Units to Alta Hospitals System, LLC, a California limited liability company (“ALTA”). PHP Holdings will record such transfer and issuance of PHPH Series A-2 Preferred Units to ALTA, which such units shall at all times prior to the Merger be reserved by PHPH for issuance pursuant to this Section 4.2. The MPT Parties hereby approve the exchange, transfer and issuance of PHPH Series A-2 Preferred Units to ALTA.

4.3. Joinder to Management Agreement. Contemporaneously with the transactions contemplated in Section 4.2 hereof, PHP Holdings, ManageCo and Alta Newport shall enter into the Management Agreement with ManageCo, pursuant to which ManageCo shall serve as an “eligible independent contractor” as defined in Section 856(d)(9)(A) of the Code (an “EIK”) to manage and operate any and all Health Care Facilities now or hereafter owned or leased by PHP Holdings and its Subsidiaries (but, for sake of clarity, any such Management Agreement will not cover the regulated operations of Prospect Health Plan, Inc. as conducted on the date hereof) during the term of the Management Agreement, and which Management Agreement shall provide that, at all times that MPT Picasso TRS, or any of its Affiliates shall own any Equity Interest (or securities convertible into Equity Interest) in PHP Holdings: (a) ManageCo shall remain an EIK and manage all aspects of operating such Health Care Facilities, including control of

day-to-day operations, (b) the Management Agreement may not be terminated, amended, modified or supplemented without the prior written consent of MPT Picasso TRS and any of its Affiliates which then directly hold any Equity Interests (or securities convertible into Equity Interests) in PHP Holdings, and (c) ManageCo will earn an arm's-length management fee for services rendered under the Management Agreement.

4.4. Conversion of Phase I Convertible Note. Following the receipt of all requisite approvals or confirmations from Governmental Bodies in accordance with Section 4.1 hereof, if MPT Picasso TRS determines in its reasonable discretion that all principal, interests and other amounts payable under the Phase I Convertible Note, as applicable may then be converted on a dollar-for-dollar basis into the applicable Equity Interests provided therein (based upon the PHPH Net Equity Value) in compliance with all applicable laws (including, without limitation, any provisions of the Code relating to real estate investment trusts), then MPT Picasso TRS may deliver written notice at any time thereafter of such conversions (in whole or in part) to PHP Holdings, which conversions shall be effective immediately upon receipt of such written notice by PHP Holdings. PHP Holdings, Prospect Medical, and MPT Picasso TRS shall execute and deliver to one another such documents and instruments as may be reasonably necessary to: (a) evidence the issuance of such PHPH Series A-1 Preferred Units by PHP Holdings to MPT Picasso TRS in connection with any such whole or partial conversion, and (b) make all such PHPH Series A-1 Preferred Units subject to the PHP Holdings LLC Agreement (which shall be amended and modified by the applicable Parties if and to the extent necessary to complete such issuance).

4.5. Phase II Deliverables.

(a) Deliverables by Prospect Parties. On or prior to the Closing Date of the Phase II Transactions, each of the applicable Prospect Parties shall deliver (or cause to be delivered) to the MPT Parties the following:

(i) Copies or evidence of all material regulatory notices, consents and approvals required from each such Governmental Body pursuant to the terms of Section 4.1 (or confirmation from such a Governmental Body that the closing of the Phase II Transactions will not cause a lapse in the applicable license or permit), to the extent such Governmental Body is able to provide such notice, consent, approval or confirmation prior to the Closing Date;

(ii) Management Agreement, duly executed by ManageCo, PHP Holdings, and all of its applicable Subsidiaries (including Alta Newport) that constitute "Operators" as such term is defined in the Management Agreement;

(iii) Copies of all Merger documents entered into by the applicable Prospect Parties as contemplated in Section 4.2 hereof, including, without limitation, the Certificate of Merger filed with the California Secretary of State which provides for a merger date as of the Closing Date of the Phase II transactions, the applicable Agreement and Plan of Merger (or similar instrument), all applicable governing body approvals from the Prospect Parties approving the Merger, and evidence of all applicable notices provided to Governmental Bodies;

(iv) To the extent applicable, amendments to the PHP Holdings LLC Agreement and any other documents reasonably necessary to evidence the issuance of the PHPH Series A-1 Preferred Units, duly executed by PHP Holdings, Prospect Medical, and any other members of PHP Holdings (other than MPT Picasso TRS);

(v) A Release and Waiver Agreement, duly executed by all of the Prospect Parties in favor of the MPT Parties;

(vi) A Default Representation, duly executed by all of the Prospect Parties;

(vii) An Officers' Certificate in form and substance reasonably satisfactory to the MPT Parties and executed by a duly authorized executive officer of Prospect Medical on behalf of Prospect Medical, its Designated Subsidiaries, and the Other Applicable Subsidiaries (other than PHP Holdings and its Designated Subsidiaries):

(A) certifying to the MPT Parties on behalf of all of Prospect Medical, its Designated Subsidiaries, and the Other Applicable Subsidiaries that: (1) all of the representations and warranties of Prospect Medical, its Designated Subsidiaries, and the Other Applicable Subsidiaries set forth in this Agreement (subject to the disclosures made in the Disclosure Schedules, as updated pursuant to Section 11.10) and the other Restructuring Documents are true and correct as of such Closing Date, and (2) Prospect Medical, its Designated Subsidiaries, and the Other Applicable Subsidiaries, as applicable, have delivered, performed, observed and complied in all material respects with all of the items, instruments, documents, covenants, agreements and conditions required by this Agreement and the other Restructuring Documents to be delivered, performed, observed and complied with by Prospect Medical, its Designated Subsidiaries, and the Other Applicable Subsidiaries as of such Closing Date;

(B) certifying to the MPT Parties on behalf of Prospect Medical, its Designated Subsidiaries, and the Other Applicable Subsidiaries that: (1) with respect to Prospect Medical, as to its Certificate of Incorporation and Bylaws, each as in effect on such Closing Date, (2) with respect to each of Prospect Medical's Designated Subsidiaries and the Other Applicable Subsidiaries as to their respective articles or certificate of incorporation, bylaws, operating agreements, limited liability company agreements, partnership agreements, and other similar organizational and governing documents, each as in effect on such Closing Date, and (3) a copy of each of the applicable Prospect Parties' Resolutions from Prospect Medical, its Designated Subsidiaries, and the Other Applicable Subsidiaries; and

(C) providing specimen signatures of the officers or authorized agents of each of Prospect Medical, its Designated Subsidiaries, and the Other Applicable Subsidiaries;

(viii) An Officers' Certificate in form and substance reasonably satisfactory to the MPT Parties and executed by a duly authorized executive officer of PHP Holdings on behalf of PHP Holdings and its Designated Subsidiaries:

(A) certifying to the MPT Parties on behalf of all of PHP Holdings and such Designated Subsidiaries that: (1) all of the representations and warranties of PHP Holdings and such Designated Subsidiaries set forth in this Agreement and the other Restructuring Documents are true and correct as of such Closing Date, and (2) PHP Holdings and such Designated Subsidiaries, as applicable, have delivered, performed, observed and complied in all material respects with all of the items, instruments, documents, covenants, agreements and conditions required by this Agreement and the other Restructuring

Documents to be delivered, performed, observed and complied with by PHP Holdings and such Designated Subsidiaries as of such Closing Date;

(B) certifying to the MPT Parties on behalf of PHP Holdings and such Designated Subsidiaries that: (1) with respect to PHP Holdings, as to the Certificate of Formation and the PHP Holdings LLC Agreement, each as in effect on such Closing Date, (2) with respect to each of PHP Holdings' Designated Subsidiaries, as to their respective articles or certificate of incorporation, bylaws, operating agreements, limited liability company agreements, partnership agreements, and other similar organizational and governing documents, each as in effect on such Closing Date, and (3) a copy of each of the applicable Prospect Parties' Resolutions from PHP Holdings and such Designated Subsidiaries; and

(C) providing specimen signatures of the officers or authorized agents of each of PHP Holdings and such Designated Subsidiaries;

(ix) Certificates of existence and good standing of each of the Prospect Parties, their respective Designated Subsidiaries, and the Other Applicable Subsidiaries, dated within thirty (30) days prior to such Closing Date, from each such entity's State of incorporation or formation and, to the extent in which the character of its properties or in which the transaction of its business makes such qualification necessary, from the States of California and Connecticut and the Commonwealth of Pennsylvania;

(x) A closing statement in form and substance mutually satisfactory to the Parties, duly executed by each of the applicable Prospect Parties; and

(xi) Such other amendments, certificates, financing statements, tax filings, instruments and documents as any of the MPT Parties reasonably deems necessary to effectuate the transactions contemplated hereby.

(b) Deliverables by MPT Parties. On or prior to the applicable Closing Date of the Phase II Transactions each of the applicable MPT Parties shall deliver (or cause to be delivered) to the Prospect Parties the following:

(i) Amendments to the PHP Holdings LLC Agreement and any other documents reasonably necessary to evidence the issuance of the PHPH Series A-1 Preferred Units, duly executed by MPT Picasso TRS, if applicable;

(ii) A Default Representation, duly executed by the MPT Parties;

(iii) An Officers' Certificate in form and substance reasonably satisfactory to the Prospect Parties and executed by a duly authorized executive officer of MPT OP:

(A) certifying to the Prospect Parties on behalf of all of the MPT Parties that: (1) all of the representations and warranties of the MPT Parties set forth in this Agreement and the other Restructuring Documents are true and correct as of such Closing Date, and (2) the applicable MPT Parties have delivered, performed, observed and complied in all material respects with all of the items, instruments, documents, covenants, agreements and conditions required by this Agreement and the other Restructuring Documents to be

delivered, performed, observed and complied with by such MPT Parties as of such Closing Date;

(B) certifying to the Prospect Parties on behalf of all of the MPT Parties that: (1) with respect to each of the MPT Parties, as to each of such MPT Parties' respective articles or certificate of incorporation, bylaws, operating agreements, limited liability company agreements, partnership agreements, and other similar organizational and governing documents, each as in effect on such Closing Date, and (2) each of the MPT Parties' Resolutions remain true, correct and in full force and effect as of such Closing Date; and

(C) providing specimen signatures of the officers or authorized agents of each of the MPT Parties;

(iv) Certificates of existence and good standing of each of the MPT Parties, dated within thirty (30) days prior to such Closing Date, from each such entity's State of incorporation or formation and, to the extent in which the character of its properties or in which the transaction of its business makes such qualification necessary, from the States of California and Connecticut and the Commonwealth of Pennsylvania;

(v) A closing statement in form and substance mutually satisfactory to the Parties, duly executed by each of the applicable Prospect Parties; and

(vi) Cancellation of the Phase I Convertible Note (if and only to the extent that it is fully converted); and

(vii) Such other amendments, certificates, financing statements, tax filings, instruments and documents as any of the Prospect Parties reasonably deems necessary to effectuate the transactions contemplated hereby.

ARTICLE V

PHASE III TRANSACTIONS

The Phase III Transactions are comprised of the events provided in this ARTICLE V, which Phase III Transactions are occurring as of the Closing Date of the Phase III Transactions (unless expressly otherwise provided):

5.1. Connecticut Transaction. The aggregate purchase price (the "Connecticut Purchase Price") for the "Acquired Assets" (as defined in the Connecticut Master Agreement) is Four Hundred Fifty-Seven Million Nine Hundred Forty-Two Thousand Nine Hundred Ninety-Eight and No/100 Dollars (\$457,942,998.00). The Parties intend that the Connecticut Transaction and the other transactions described in this Article shall be consummated no later than September 30, 2023, and shall act in good faith and cooperate in all material respects to meet such intended deadline. The Parties have amended the Connecticut Master Agreement contemporaneously with this Agreement in order to evidence the obligations of the Parties hereunder.

(a) Satisfaction of Shortfall. At the Closing of the Connecticut Transaction in accordance with the Connecticut Master Agreement, the applicable Prospect Parties shall pay (or cause to be paid) to the applicable MPT Parties an amount equal to the Net Transaction Proceeds (as defined in the Master Connecticut Agreement) of Three Hundred Fifty-Five Million and No/100 Dollars

(\$355,000,000.00) (the “Connecticut Closing Payment”), which Net Transaction Proceeds shall be paid by the applicable Prospect Parties in cash to the applicable MPT Parties by wire transfer of immediately available funds to an account specified in writing by the MPT Parties. The Parties agree that the difference between (a) the Connecticut Purchase Price and (b) the maximum amount of the Connecticut Closing Payment is a Phase I Outstanding Obligation in the amount of One Hundred Two Million Nine Hundred Forty-Two Thousand Ninety-Eight Dollars (\$102,942,998.00) (the “Agreed Connecticut Shortfall Amount”), which has been satisfied by the issuance to MPT Picasso TRS of the PHPH Series A-1 Preferred Units and the Phase I Convertible Note, each as more particularly described in Section 3.2 hereof.

(b) Acknowledgements. The Parties acknowledge that as of immediately prior to the date hereof: (i) the Prospect Parties subject to the Connecticut Master Agreement are wholly-owned and controlled Subsidiaries (directly or indirectly) of Prospect Medical, and PHP Holdings is owned by Prospect Medical, (ii) Prospect Medical guarantees their respective obligations to the MPT Parties pursuant to certain of the Obligation Documents, (iii) both the MPT Parties subject to the Connecticut Master Agreement and MPT Picasso TRS are wholly-owned and controlled Subsidiaries (directly or indirectly) of MPT Op, and (iv) the issuances of such PHPH Series A-1 Preferred Units and the Phase I Convertible Note are being made to MPT Picasso TRS for the respective benefit of the Parties.

5.2. Phase III Deliverables

(a) Deliverables by Prospect Parties. On or prior to the Closing Date of the Phase III Transactions, each of the applicable Prospect Parties shall deliver (or cause to be delivered) to the MPT Parties the following:

- (i) Cash payment of the Connecticut Closing Payment as contemplated in Section 5.1(a) above;
- (ii) All documents and instruments required to be delivered by any of the Prospect Parties pursuant to the Master Connecticut Agreement;
- (iii) Amendments to the PHP Holdings LLC Agreement and any other documents reasonably necessary to evidence the issuance of the PHPH Series A-1 Preferred Units, if applicable, duly executed by PHP Holdings, Prospect Medical, and any other members of PHP Holdings (other than MPT Picasso TRS);
- (iv) A Release and Waiver Agreement, duly executed by all of the Prospect Parties in favor of the MPT Parties;
- (v) A Default Representation, duly executed by all of the Prospect Parties;
- (vi) An Officers’ Certificate in form and substance reasonably satisfactory to the MPT Parties and executed by a duly authorized executive officer of Prospect Medical on behalf of Prospect Medical, its Designated Subsidiaries, and the Other Applicable Subsidiaries (other than PHP Holdings and its Designated Subsidiaries):
 - (A) certifying to the MPT Parties on behalf of all of Prospect Medical, its Designated Subsidiaries, and the Other Applicable Subsidiaries that: (1) all of the representations and warranties of Prospect Medical, its Designated Subsidiaries, and the Other Applicable Subsidiaries set forth in this Agreement (subject to the disclosures made in the Disclosure

Schedules, as updated pursuant to Section 11.10) and the other Restructuring Documents are true and correct as of such Closing Date, and (2) Prospect Medical, its Designated Subsidiaries, and the Other Applicable Subsidiaries, as applicable, have delivered, performed, observed and complied in all material respects with all of the items, instruments, documents, covenants, agreements and conditions required by this Agreement and the other Restructuring Documents to be delivered, performed, observed and complied with by Prospect Medical, its Designated Subsidiaries, and the Other Applicable Subsidiaries as of such Closing Date;

(B) certifying to the MPT Parties on behalf of Prospect Medical, its Designated Subsidiaries, and the Other Applicable Subsidiaries that: (1) with respect to Prospect Medical, as to the Certificate of Incorporation and Bylaws, each as in effect on such Closing Date, (2) with respect to each of Prospect Medical's Designated Subsidiaries and the Other Applicable Subsidiaries as to their respective articles or certificate of incorporation, bylaws, operating agreements, limited liability company agreements, partnership agreements, and other similar organizational and governing documents, each as in effect on such Closing Date, and (3) a copy of each of the applicable Prospect Parties' Resolutions from Prospect Medical, its Designated Subsidiaries, and the Other Applicable Subsidiaries; and

(C) providing specimen signatures of the officers or authorized agents of each of Prospect Medical, its Designated Subsidiaries, and the Other Applicable Subsidiaries;

(vii) An Officers' Certificate in form and substance reasonably satisfactory to the MPT Parties and executed by a duly authorized executive officer of PHP Holdings on behalf of PHP Holdings and its Designated Subsidiaries:

(A) certifying to the MPT Parties on behalf of all of PHP Holdings and such Designated Subsidiaries that: (1) all of the representations and warranties of PHP Holdings and such Designated Subsidiaries set forth in this Agreement and the other Restructuring Documents are true and correct as of such Closing Date, and (2) PHP Holdings and such Designated Subsidiaries, as applicable, have delivered, performed, observed and complied in all material respects with all of the items, instruments, documents, covenants, agreements and conditions required by this Agreement and the other Restructuring Documents to be delivered, performed, observed and complied with by PHP Holdings and such Designated Subsidiaries as of such Closing Date;

(B) certifying to the MPT Parties on behalf of PHP Holdings and such Designated Subsidiaries that: (1) with respect to PHP Holdings, as to the Certificate of Formation and the PHP Holdings LLC Agreement, each as in effect on such Closing Date, (2) with respect to each of PHP Holdings' Designated Subsidiaries, as to their respective articles or certificate of incorporation, bylaws, operating agreements, limited liability company agreements, partnership agreements, and other similar organizational and governing documents, each as in effect on such Closing Date, and (3) a copy of each of the applicable Prospect Parties' Resolutions from PHP Holdings and such Designated Subsidiaries; and

(C) providing specimen signatures of the officers or authorized agents of each of PHP Holdings and such Designated Subsidiaries;

- (viii) Certificates of existence and good standing of each of the Prospect Parties, their respective Designated Subsidiaries, and the Other Applicable Subsidiaries, dated within thirty (30) days prior to such Closing Date, from each such entity's State of incorporation or formation and, to the extent in which the character of its properties or in which the transaction of its business makes such qualification necessary, from the States of California and Connecticut and the Commonwealth of Pennsylvania;
 - (ix) A closing statement in form and substance mutually satisfactory to the Parties, duly executed by each of the applicable Prospect Parties; and
 - (x) Such other amendments, certificates, financing statements, tax filings, instruments and documents as any of the MPT Parties reasonably deems necessary to effectuate the transactions contemplated hereby.
- (b) Deliverables by MPT Parties. On or prior to the applicable Closing Date of the Phase III Transactions, each of the applicable MPT Parties shall deliver (or cause to be delivered) to the Prospect Parties the following:
- (i) All documents and instruments required to be delivered by any of the MPT Parties pursuant to the Master Connecticut Agreement;
 - (ii) Amendments to the PHP Holdings LLC Agreement and any other documents reasonably necessary to evidence the issuance of the PHPH Series A-1 Preferred Units, duly executed by MPT Picasso TRS, if applicable;
 - (iii) A Default Representation, duly executed by the MPT Parties;
 - (iv) An Officers' Certificate in form and substance reasonably satisfactory to the Prospect Parties and executed by a duly authorized executive officer of MPT OP:
 - (A) certifying to the Prospect Parties on behalf of all of the MPT Parties that: (1) all of the representations and warranties of the MPT Parties set forth in this Agreement and the other Restructuring Documents are true and correct as of such Closing Date, and (2) the applicable MPT Parties have delivered, performed, observed and complied in all material respects with all of the items, instruments, documents, covenants, agreements and conditions required by this Agreement and the other Restructuring Documents to be delivered, performed, observed and complied with by such MPT Parties as of such Closing Date;
 - (B) certifying to the Prospect Parties on behalf of all of the MPT Parties that: (1) with respect to each of the MPT Parties, as to each of such MPT Parties' respective articles or certificate of incorporation, bylaws, operating agreements, limited liability company agreements, partnership agreements, and other similar organizational and governing documents, each as in effect on such Closing Date, and (2) each of the MPT Parties' Resolutions remain true, correct and in full force and effect as of such Closing Date; and
 - (C) providing specimen signatures of the officers or authorized agents of each of the MPT Parties;

- (v) Certificates of existence and good standing of each of the MPT Parties, dated within thirty (30) days prior to such Closing Date, from the State of each such entity's incorporation or formation and, to the extent in which the character of its properties or in which the transaction of its business makes such qualification necessary, from the States of California and Connecticut and the Commonwealth of Pennsylvania;
- (vi) A closing statement in form and substance mutually satisfactory to the Parties, duly executed by each of the applicable MPT Parties; and
- (vii) Such other amendments, certificates, financing statements, tax filings, instruments and documents as any of the Prospect Parties reasonably deems necessary to effectuate the transactions contemplated hereby.

ARTICLE VI

ADDITIONAL COVENANTS AND OBLIGATIONS OF THE PROSPECT PARTIES

6.1. Cooperation. In addition to and without limiting the other terms and conditions contained in this Agreement, the Parties shall act in good faith and take all actions reasonably necessary to comply with their respective obligations set forth in this Agreement.

6.2. Information With Respect to PhysicianCo Term Loan. The Prospect Parties shall deliver to the MPT Parties complete, true, and correct copies of all of the PhysicianCo Term Loan Documents now or hereafter entered into by any of the Prospect Parties or their Affiliates. During the period in which any of the PhysicianCo Term Loan Documents remain in effect, the Prospect Parties shall provide the MPT Parties with reasonable access to all such PhysicianCo Term Loan Documents and promptly keep the MPT Parties informed regarding any of the Prospect Parties' negotiations or discussions with the PhysicianCo Term Loan Lenders (including, without limitation, providing copies of all material written notices and communications between the PhysicianCo Term Loan Lenders and any of the Prospect Parties) and drafts of any proposed agreements, modifications, acknowledgements or waivers prior to execution.

6.3. Bankruptcy Remote Entity. At all times that MPT Picasso TRS, or any of its Affiliates owns any Equity Interest (or securities convertible into an Equity Interest) in PHP Holdings, the applicable Prospect Parties shall: (a) except as specifically provided for in the PhysicianCo Term Loan Documents *executed as of the date hereof*, cause PHP Holdings to be operated as a Bankruptcy Remote Entity, (b) Prospect Medical shall own any of its Equity Interest (or securities convertible into Equity Interests) in PHP Holdings (and otherwise own any direct or indirect interest in the managed care business of PHP Holdings and its Subsidiaries as currently conducted by the Prospect Parties) only through ownership structures expressly provided for in this Agreement or as otherwise consented to in writing by the MPT Parties, and (c) except as specifically provided for in the PhysicianCo Term Loan Documents *executed as of the date hereof*, none of Prospect Medical or its other Affiliates (excluding PHP Holdings and its Subsidiaries) shall guarantee or otherwise obligate itself, with respect to the debts of any of PHP Holdings or its Subsidiaries.

6.4. Capital Transaction Covenants. Until such time as all of the Capital Transaction Covenant Conditions are satisfied in full, the HospitalCo Parties shall comply with the following covenants (each a "Capital Transaction Covenant" and collectively, the "Capital Transaction Covenants"):

- (a) the HospitalCo Parties shall not, without the MPT Parties' prior written consent which may be given or denied in the MPT Parties' sole discretion, enter into or agree to enter into any Capital Transaction; *provided, however*, that the MPT Parties' prior written consent shall not be required for (i) any Capital

Transaction that involves aggregate consideration of Five Million and No/100 Dollars (\$5,000,000.00) or less (whether in cash, securities, or other property), or (ii) any Permitted Transaction, so long as the Net Capital Proceeds are used to pay retained liabilities relating to such Permitted Transaction.

(b) the HospitalCo Parties shall not make any Distribution or investment of Net Capital Proceeds without the prior written consent of the MPT Parties; *provided, however*, the HospitalCo Parties shall be permitted to make intercompany distributions or transfers: (i) among Prospect Medical and its Subsidiaries (other than PHP Holdings and its Subsidiaries), or (ii) among PHP Holdings and its Subsidiaries, in each case solely to facilitate repayment of their respective Outstanding Obligations and any other obligations under, as applicable, the Obligation Documents (subject, in the case of PHP Holdings, to any applicable approval rights in the PHP Holdings LLC Agreement). For purposes of clarity, this Section 6.4(b) shall not restrict Prospect Medical or its Affiliates from consummating the Permitted Transactions, so long as the Net Capital Proceeds are used to pay retained liabilities relating to such Permitted Transaction.

(c) None of the HospitalCo Parties shall: (i) pay or allow any other Distributions, (ii) issue, redeem or purchase (directly or indirectly) any direct or indirect Equity Interests in Prospect Medical or any of its Affiliates, (iii) other than in the ordinary course of business, incur or guaranty any new Indebtedness (directly or indirectly), (iv) make any advances or loans to (or repay, in whole or part, any loans from) any of Prospect Medical's direct or indirect stockholders (or their respective Affiliates), or (v) permit any Encumbrance of any kind or nature whatsoever on (A) any Equity Interest of any of Prospect Medical or its Subsidiaries, or (B) any of the Net Capital Proceeds, in each case, except as expressly contemplated in this Agreement or following the prior written consent of the MPT Parties (in their sole and absolute discretion).

The breach of any Capital Transaction Covenant shall automatically constitute a "Major Event of Default" under and as defined in the applicable Obligation Documents. The Parties acknowledge and agree that the Merger shall be excluded from any restrictions set forth in this Section 6.4 and Section 6.5 and consummation of the Merger shall not be deemed a breach of this Section 6.4 and Section 6.5.

6.5. Additional Covenants of the Prospect Parties. In addition to the Capital Transaction Covenants, the HospitalCo Parties (as applicable) agree as follows:

(a) Any and all intercompany debt among the HospitalCo Parties and their Affiliates hereby is and shall be subordinated to the amounts owed to the applicable MPT Parties pursuant to the Obligation Documents (subject to the PhysicianCo Intercreditor Agreement).

(b) Prospect Medical shall provide to (or cause to be provided to) the MPT Parties all financial, operating and other data or information relating to any proposed Capital Transaction, as may be reasonably requested by the MPT Parties in connection with its due diligence review.

(c) The HospitalCo Parties shall (i) promptly inform the MPT Parties regarding any potential Capital Transactions, (ii) promptly provide to the MPT Parties copies of any indications of interest, or other agreements or documentation regarding any potential Capital Transaction that the HospitalCo Parties are interested in or otherwise desire to enter into, including without limitation, any term sheets or letters of intent executed by the HospitalCo Parties (it being understood that the HospitalCo Parties' execution of any binding agreements with respect to any Capital Transaction are subject to the terms and conditions of this Agreement), and (iii) reasonably cooperate with the MPT Parties and keep the MPT Parties reasonably informed of the status of any such transaction on a frequent basis or as otherwise requested from time to

time by the MPT Parties.

(d) The HospitalCo Parties will reasonably cooperate, at no cost to the HospitalCo Parties, with the MPT Parties regarding any actions by the MPT Parties relating to qualification and compliance matters relating to “real estate investment trusts” under the Code (or any related rules or regulations), including, without limitation, the filing of any “TRS” elections with respect to any of PHP Holdings’ Subsidiaries, as reasonably deemed necessary or appropriate by the MPT Parties; *provided, that*, the Prospect Parties shall not be required to take any action that is not commercially reasonable or that would otherwise be materially detrimental to the Prospect Parties or their respective Affiliates. The MPT Parties shall pay to or reimburse the HospitalCo Parties within thirty (30) days demand for all reasonable expenses which may be incurred by the HospitalCo Parties or their Affiliates with respect to any cooperation or actions taken by the HospitalCo Parties or their Affiliates pursuant to this Section 6.5(d).

6.6. No Waiver of Rights. Nothing herein shall be deemed (a) to obligate the MPT Parties to consent to any Capital Transaction, or (b) to limit or modify the consent rights of the MPT Parties with respect to any Capital Transaction otherwise set forth herein or any other rights and remedies of the MPT Parties set forth in any of the Obligation Documents.

6.7. Delivery of Audited Financial Statements. As soon as reasonably practicable, but in no event more than five (5) days after completion, the Prospect Parties shall deliver to the MPT Parties true, correct and complete copies of the audited consolidated balance sheets of Prospect Medical, PHP Holdings, and each of their respective Subsidiaries as of September 30, 2022, and the related audited consolidated statements of income, cash flow and changes in stockholders’ equity of Prospect Medical and its Subsidiaries (excluding PHP Holdings) for the fiscal year then ended, and the related unaudited consolidated statements of income, cash flow and changes in stockholders’ equity of PHP Holdings for the fiscal year then ended.

ARTICLE VII **REPRESENTATIONS AND WARRANTIES OF PROSPECT PARTIES**

Each of (i) Prospect Medical and its Designated Subsidiaries, jointly and severally, and (ii) PHP Holdings and its Designated Subsidiaries, jointly and severally, in each case hereby represent, warrant and covenant to the MPT Parties as follows:

7.1. Existence; Good Standing; Enforceability.

(a) Each of Prospect Medical, PHP Holdings, their respective Designated Subsidiaries, and the Other Applicable Subsidiaries is a corporation or limited liability company (as applicable) duly formed, validly existing, and in good standing under the laws of the applicable State of its formation. Each of Prospect Medical, PHP Holdings, their respective Designated Subsidiaries, and the Other Applicable Subsidiaries has all requisite power and authority to own, operate, and lease its properties and carry on its business as currently conducted. Each of Prospect Medical, PHP Holdings, their respective Designated Subsidiaries, and the Other Applicable Subsidiaries is duly licensed and qualified to do business as a foreign entity and is in good standing under the laws of each jurisdiction in which the character of its properties or in which the transaction of its business makes such qualification necessary except where failure to be so qualified, licensed or in good standing would not individually or in the aggregate be material to Prospect Medical, PHP Holdings, and their respective Designated Subsidiaries, and the Other Applicable Subsidiaries. The copies of the respective articles or certificate of incorporation, bylaws, operating agreements, limited

liability company agreements, partnership agreements, and other similar organizational and governing documents (collectively, the “Governing Documents”) of Prospect Medical, PHP Holdings, their respective Designated Subsidiaries, and the Other Applicable Subsidiaries, each as amended to date and provided by Prospect Medical, PHP Holdings, their respective Designated Subsidiaries, and the Other Applicable Subsidiaries to the MPT Parties, are complete and correct, and no amendments thereto are pending. Each of Prospect Medical, PHP Holdings, their respective Designated Subsidiaries, and the Other Applicable Subsidiaries is in compliance with its Governing Documents in all material respects.

(b) Each of Prospect Medical, PHP Holdings, their respective Designated Subsidiaries, and the Other Applicable Subsidiaries has all requisite power and authority to execute and deliver this Agreement and each other Restructuring Document to which it is or will become a party and to perform its obligations hereunder and thereunder. The execution and delivery of this Agreement and each other Restructuring Document to which any of Prospect Medical, PHP Holdings, their respective Designated Subsidiaries, and the Other Applicable Subsidiaries is a party, the performance by Prospect Medical, PHP Holdings, their respective Designated Subsidiaries, and the Other Applicable Subsidiaries of respective their obligations hereunder and thereunder and the consummation of the transactions contemplated hereby and thereby have been duly authorized by all necessary action on the part of all of Prospect Medical, PHP Holdings, their respective Designated Subsidiaries, and the Other Applicable Subsidiaries, and no further action on the part of any of Prospect Medical, PHP Holdings, their respective Designated Subsidiaries, and the Other Applicable Subsidiaries is necessary to authorize the execution and delivery by Prospect Medical, PHP Holdings, their respective Designated Subsidiaries, and the Other Applicable Subsidiaries of this Agreement or such other Restructuring Documents, and the consummation of the transactions contemplated hereby and thereby, except for approvals from any Governmental Bodies, and informational filings with Governmental Bodies, required under applicable legal requirements, as further addressed in Section 7.3(b) hereof.

(c) This Agreement and the other Restructuring Documents to which any of Prospect Medical, PHP Holdings, their respective Designated Subsidiaries, and the Other Applicable Subsidiaries is or will become a party have been (or with respect to certain Restructuring Documents to be executed after the date hereof, will be) duly executed and delivered by Prospect Medical, PHP Holdings, their respective Designated Subsidiaries, and the Other Applicable Subsidiaries and, assuming the due authorization, execution and delivery of this Agreement and such other Restructuring Documents by each of the other Parties hereto and thereto, constitute (or, as applicable with respect to certain Restructuring Documents to be executed after the date hereof, shall constitute) legal, valid and binding obligations of Prospect Medical, PHP Holdings, their respective Designated Subsidiaries, and the Other Applicable Subsidiaries, enforceable against Prospect Medical, PHP Holdings, their respective Designated Subsidiaries, and the Other Applicable Subsidiaries, as applicable in accordance with the terms and conditions hereof and thereof, except as such enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium or similar laws affecting creditors’ rights generally and by general equitable principles (regardless of whether enforcement is sought in a proceeding at law or in equity).

7.2. Capitalization of PHP Holdings.

(a) The PHP Holdings LLC Agreement executed contemporaneously herewith sets forth a description of all of the Equity Interests of all of its members outstanding as of the date hereof. The Prospect Organizational Chart is complete, true, and correct in all respects, and discloses all of the respective Subsidiaries and other Persons owned in whole or in part, directly or indirectly, by an of Prospect Medical, PHP Holdings, their respective Designated Subsidiaries, or the Other Applicable Subsidiaries, all of which

are held of record on the date hereof by the Persons described therein effective immediately at the closing of the Phase I Transactions.

(b) Except as expressly set forth in this Agreement, the PHP Holdings LLC Agreement, the Phase I Convertible Note, and the other Governing Documents of PHP Holdings and its Designated Subsidiaries, each as amended to date and provided by the Prospect Parties to the MPT Parties: (i) there are no outstanding subscriptions, options, warrants, commitments, preemptive rights, deferred compensation rights, agreements, arrangements or commitments of any kind to which any of Prospect Medical, PHP Holdings, or any of their respective Designated Subsidiaries is a party relating to the issuance of, or outstanding securities convertible into or exercisable or exchangeable for, any Equity Interest of PHP Holdings or any of its Designated Subsidiaries, (ii) there are no agreements to which Prospect Holdings, PHP Holdings, or any of their respective Designated Subsidiaries is a party with respect to the voting of any shares of Equity Interest of PHP Holdings or any of its Designated Subsidiaries or which restrict the transfer of any such Equity Interests, and (iii) there are no outstanding contractual obligations of Prospect Medical, PHP Holdings, or any of their respective Designated Subsidiaries to repurchase, redeem or otherwise acquire any shares of Equity Interests or any other securities of PHP Holdings or any of its Designated Subsidiaries.

7.3. No Conflict; Consents.

(a) Except as set forth on Schedule 7.3(a), and provided any required approvals from Governmental Bodies are obtained, and required information filings with Governmental Bodies are made, as further addressed in Section 7.3(b) below, the execution and delivery by each of Prospect Medical, PHP Holdings, their Designated Subsidiaries, and the Other Applicable Subsidiaries of this Agreement and each other Restructuring Document to which each of them is (or will become) a party, and the consummation of the transactions contemplated hereby and thereby in accordance with their respective terms, do not: (i) violate, conflict with or result in a default (whether after the giving of notice, lapse of time or both) under, or give rise to a right of termination, amendment, acceleration or cancellation of, or result in the triggering of any payments or the creation of an Encumbrance on any property or asset of any of Prospect Medical, PHP Holdings, or any of their respective Designated Subsidiaries under any Material Contract or License (including, without limitation, all Healthcare Licenses) to which any of Prospect Medical, PHP Holdings, or any of their respective Designated Subsidiaries is a party or by which any of their respective assets are bound; (ii) conflict with, or result in any violation of, any provision of their respective Governing Documents; or (iii) violate or result in a violation of or constitute a default under (whether after the giving of notice, lapse of time or both), or result in the triggering of any payments or the creation of an Encumbrance on any property or asset of any of Prospect Medical, PHP Holdings, or any of their respective Designated Subsidiaries under any provision of any law, regulation or rule, or any order of, or any restriction imposed by, any court or other Governmental Body applicable to any of Prospect Medical, PHP Holdings, or any of their respective Designated Subsidiaries, including, without limitation, all applicable Laws regarding the paying, making, or declaring dividends or distributions by any of Prospect Medical, PHP Holdings, their respective Designated Subsidiaries, and the Other Applicable Subsidiaries, except in the case of clause (i) and (iii) above, for such conflicts, violations, breaches, defaults or failure to receive consents that would not individually or in the aggregate be material to any of Prospect Medical, PHP Holdings, or any of their respective Designated Subsidiaries.

(b) The execution and delivery by Prospect Medical, PHP Holdings, and their respective Designated Subsidiaries of this Agreement and each other Restructuring Document to which any of them is (or will become) a party, and the consummation by Prospect Medical, PHP Holdings, any of their respective

Designated Subsidiaries or any Other Applicable Subsidiaries of the transactions contemplated hereby and thereby in accordance with their respective terms, do not require from Prospect Medical, PHP Holdings, any of their respective Designated Subsidiaries or any Other Applicable Subsidiaries any notice to, declaration or material filing with, or material consent or approval of any Governmental Body, except for as otherwise set forth on Schedule 7.3(b).

7.4. Financial Statements.

(a) Schedule 7.4(a) sets forth true, correct and complete copies of (i) the audited consolidated balance sheets of Prospect Medical and its Subsidiaries as of September 30, 2021 (the “Audited Balance Sheet”), and the related audited consolidated statements of income, cash flow and changes in stockholders’ equity of Prospect Medical and its Subsidiaries for the fiscal year then ended (the “Audited Financials”), (ii) in all material respects, the unaudited consolidated balance sheets of Prospect Medical and its Subsidiaries and PHP Holdings and its Subsidiaries as of September 30, 2022 (the “Balance Sheet Date”) and the related unaudited consolidated statements of income, and cash flow of Prospect Medical and its Subsidiaries for the fiscal year then ended and the related unaudited consolidated statements of income of PHP Holdings and its Subsidiaries for the fiscal year then ended (the “Most Recent Annual Financials”), (iii) in all material respects, the unaudited consolidated balance sheets of Prospect Medical, PHP Holdings, and each of their respective Subsidiaries as of March 31, 2023, and the related unaudited consolidated statements of income and cash flow of Prospect Medical, PHP Holdings, and each of their respective Subsidiaries for the six (6) months then ended (the “Most Recent Balance Sheet”), and (iv) the consolidated pro forma consolidated statements of income of PHP Holdings and its Subsidiaries for the twelve (12) month period ending on March 31, 2023 (the “PHP Holdings Pro Forma Financials” and, together with the Audited Financials, the Most Recent Annual Financials, and the Most Recent Balance Sheet, the “Financial Statements”).

(b) The Financial Statements fairly present, in all material respects, the consolidated financial position of Prospect Medical, PHP Holdings, and each of their respective Subsidiaries, as of the respective dates thereof, and the results of operations and the changes in cash flows of Prospect Medical, PHP Holdings, and their respective Subsidiaries, for the respective periods set forth therein; *provided, that*, the PHP Holdings Pro Forma Financials fairly present, in all material respects, the consolidated financial position of PHP Holdings and its Subsidiaries on a pro forma basis and the projections and assumptions expressed therein were prepared in good faith and represent management’s opinion based on the information available to PHP Holdings at the time of this Agreement and, since the preparation thereof, there has occurred no change in the business, financial condition, operations, or prospects of any of PHP Holdings or any of its Subsidiaries, or PHP Holdings and its Subsidiaries taken as a whole, which has had or could reasonably be expected to have a Material Adverse Effect on PHP Holdings, its Subsidiaries, or the Managed Care Business. Each of the Financial Statements (including all related notes) (i) is consistent with the books and records of the applicable Prospect Parties, (ii) was derived from the books and records of the applicable Prospect Parties, and (iii) has been prepared, in all material respects, in accordance with GAAP applied on a consistent basis during the periods involved, except (A) any deviations as are otherwise specifically noted therein, (B) in the case of the Most Recent Balance Sheet, subject to normal year-end adjustments and the absence of footnote disclosures, none of which, individually or in the aggregate, will be material, and (C) in the case of the PHP Holdings Pro Forma Financials, which were prepared on a pro forma basis as described herein.

(c) Prospect Medical, PHP Holdings, and their respective Subsidiaries maintain internal controls designed to provide reasonable assurance regarding the reliability of financial reporting and the preparation of the financial statements of Prospect Medical, PHP Holdings, and their respective Subsidiaries, including

the Financial Statements. None of the boards of directors or managers of Prospect Medical, PHP Holdings, or any of their respective Subsidiaries or any audit committee of Prospect Medical, PHP Holdings, or any of their respective Subsidiaries have been advised by their accountants or consultants of: (i) any significant deficiencies or material weaknesses in the design or operation of the internal controls over financial reporting of any of Prospect Medical, PHP Holdings, or any of their respective Subsidiaries which would reasonably be expected to materially and adversely affect its ability to record, process, summarize and report financial data relating to the business of Prospect Medical, PHP Holdings, and their respective Subsidiaries or (ii) any fraud, whether or not material, that involves management or other employees who have a role in the internal controls over financial reporting of Prospect Medical, PHP Holdings, or any of their respective Subsidiaries. The books and records of Prospect Medical, PHP Holdings, and their respective Subsidiaries are and have been properly prepared and maintained in form and substance adequate in all material respects for preparing audited consolidated financial statements, in accordance with GAAP and any other applicable legal and accounting requirements.

7.5. No Undisclosed Liabilities. None of Prospect Medical, PHP Holdings, or any of their respective Subsidiaries has any material Liabilities *except*: (a) as reflected in or reserved against in the Financial Statements, (b) as set forth on **Schedule 7.5**, (c) for liabilities incurred in the Ordinary Course of Business, (d) for liabilities under an executory portion of a Contract that have not yet been performed, (e) for Liabilities under this Agreement or entered into in connection herewith, or (f) Liabilities that are not material to Prospect Medical, PHP Holdings, or any of their respective Subsidiaries (as applicable).

7.6. Title to Personal Property; Related Matters. Except for Priming Liens and Permitted Encumbrances, and except as set forth on **Schedule 7.6**, Prospect Medical, PHP Holdings, and their respective Designated Subsidiaries own, have a valid leasehold interest in, or a valid license to use, all of the material tangible personal properties, assets and equipment owned or used by any of Prospect Medical, PHP Holdings, or their respective Designated Subsidiaries and necessary in connection with the ownership and operation of the Facilities and the Managed Care Business, as applicable.

7.7. Absence of Litigation; Orders.

(a) Except as set forth on **Schedule 7.7(a)**, there is no, and since the Balance Sheet Date there has not been any claim, demand, citation, action, arbitration, suit, litigation, complaint, proceeding or investigation of any kind whatsoever, at law or in equity (including actions or proceedings seeking injunctive relief), by or before any Governmental Body ("Litigation") pending or, to the Knowledge of the Prospect Parties, threatened by or against Prospect Medical, PHP Holdings, or any of their respective Subsidiaries or affecting any of their respective properties or assets, other than (i) claims made in the Ordinary Course of Business with respect to professional liability which do not seek class status and which are fully insured (subject to any applicable deductibles), (ii) claims that do not involve amounts in excess of \$1,000,000 or are otherwise not reasonably expected to be material to Prospect Medical, PHP Holdings, or any of their respective Subsidiaries, and (iii) investigations which have not resulted, and would not reasonably be expected to result in, a civil or criminal subpoena, civil investigative demand, or other similar formal initiation of investigation proceedings.

(b) Except as set forth on **Schedule 7.7(b)**, none of Prospect Medical, PHP Holdings, or any of their respective Subsidiaries is, and since the Balance Sheet Date has been a party to or subject to, or in violation, default or breach under, any judgment, order, injunction, stipulation, settlement agreement, consent agreement, memorandum of understanding, disciplinary agreement, decree, ruling, writ, assessment or arbitration award of, or entered into by or with any, Governmental Body ("Orders") applicable to Prospect

Medical or such Subsidiaries or any of their respective properties or assets, except for such violation, default or breach which would not, individually or in the aggregate, be material to any of Prospect Medical, PHP Holdings, their respective Designated Subsidiaries, or any Other Applicable Subsidiaries.

(c) Except as set forth on *Schedule 7.7(c)*, since the Balance Sheet Date, none of Prospect Medical, PHP Holdings, or any of their respective Subsidiaries: (i) has received any written notification or, to the Knowledge of the Prospect Parties, any other communication from any Governmental Body asserting that any of Prospect Medical, PHP Holdings, or any of their respective Subsidiaries is not in compliance in any material respect with any Order, or (ii) entered into or been subject to any material Order.

7.8. Taxes.

(a) Each of such Prospect Parties and their respective Subsidiaries has (i) filed or caused to be filed with the appropriate Governmental Bodies all income and other material Tax Returns required to be filed by it, and (ii) paid all Taxes due and payable by it to the appropriate Governmental Body, except to the extent such amounts are being contested in good faith and for which appropriate reserves have been established in accordance with GAAP. All such Tax Returns were correct and complete in all material respects solely in relation to the ultimate Tax liability calculated and reflected on such Tax Returns.

(b) Except as set forth on *Schedule 7.8(b)*, there are no outstanding waivers or agreements regarding the application of the statute of limitations with respect to any material Taxes or material Tax Returns of any of the Prospect Parties or their respective Subsidiaries (other than pursuant to an extension of time to file).

(c) No unresolved federal, state, local or foreign audits or other administrative proceedings have been formally commenced or are pending with regard to any Taxes or Tax Returns of any of the Prospect Parties or their respective Subsidiaries for which any of the Prospect Parties or their respective Subsidiaries has not made adequate provisions (in accordance with GAAP), and no written or, to the Knowledge of the Prospect Parties, any other notification has been received by any of the Prospect Parties or their respective Subsidiaries that such an audit or other proceeding has been proposed or, to the Knowledge of the Prospect Parties, threatened.

(d) The provision for Taxes on the Most Recent Balance Sheet is sufficient for all accrued and unpaid Taxes of any of the Prospect Parties and their respective Subsidiaries as of the date thereof, and will be sufficient for all accrued and unpaid Taxes of any of the Prospect Parties and their respective Subsidiaries through the end of the applicable Closing Date as adjusted for the passage of time through the end of the applicable Closing Date in accordance with the past custom and practice of Prospect Medical, PHP Holdings, and each of their respective Subsidiaries in filing their Tax Returns.

(e) No unresolved written claim has been made by a Governmental Body with respect to Taxes in a jurisdiction where any of the Prospect Parties or their respective Subsidiaries does not file Tax Returns that any of such Prospect Parties or Subsidiaries is or may be subject to taxation by or required to file Tax Returns in that jurisdiction.

(f) There are no Encumbrances for Taxes (other than Permitted Encumbrances) upon any of the Facilities or the Managed Care Business.

(g) Except as set forth on Schedule 7.8(g), none of Prospect Medical, PHP Holdings, or any of their respective Designated Subsidiaries are party to any Tax abatement agreements relating to any of its properties or assets.

7.9. Employee Benefit Plans/ERISA.

(a) Schedule 7.9(a) sets forth the “Benefit Plans” which are defined as (i) each employee benefit plan within the meaning of Section 3(3) of ERISA that is sponsored or maintained by any of Prospect Medical, PHP Holdings, or any of their respective Subsidiaries, and (ii) each “multiemployer plan” as defined in Section 3(37) of ERISA to which any of Prospect Medical, PHP Holdings, or any of their respective Subsidiaries is obligated to contribute as of the date hereof or has been so obligated within the preceding six (6) years pursuant to a collective bargaining agreement or participation agreement (a “Multiemployer Plan”). There has been no termination or partial termination of any Benefit Plan within the meaning of Section 411(d)(3) of the Code.

(b) Except as disclosed in Schedule 7.9(b), (i) all amounts that are required under the terms of any collective bargaining agreement or participation agreement to be paid as contributions to a Multiemployer Plan on or prior to the Closing Date have been paid; (ii) no accumulated funding deficiency or liquidity shortfall (as those terms are defined in Section 302 of ERISA and Section 412 of the Code), whether or not waived, exists with respect to the Multiemployer Plan; (iii) the value of the assets of each Multiemployer Plan exceeds the amount of all benefit liabilities (determined on an ongoing basis using the actuarial assumptions currently in effect for the Multiemployer Plan) of such Multiemployer Plan. The funded status of each Benefit Plan is disclosed on Schedule 7.9(b) in a manner consistent with the Accounting Standards Codification 715. None of the transactions contemplated in this Agreement will subject any of Prospect Medical, PHP Holdings, or their respective Designated Affiliates or any of the MPT Parties to any withdrawal liability under Part 1 of Subtitle E of Title IV of ERISA as a “complete withdrawal” (as defined in ERISA Section 4203) or a “partial withdrawal” (as defined in ERISA Section 4205) from any Multiemployer Plan.

(c) Except as set forth on Schedule 7.9(c), the Benefit Plans have been administered in accordance with the applicable provisions of ERISA and the Code, and are in compliance with all other applicable laws and regulations respecting such Benefit Plans. None of Prospect Medical, PHP Holdings, or any of their respective Subsidiaries has any liability for (i) any lien imposed under Section 303(k) of ERISA or Section 430(k) of the Code, or (ii) for any interest payments required under Section 303(j) of ERISA or Section 430(j) of the Code.

(d) Except as set forth on Schedule 7.9(d), neither the execution and delivery of this Agreement and the other Restructuring Documents, nor the consummation of the transactions contemplated hereby and thereby, will result (i) in any “parachute payment” as defined in Section 280G of the Code, (ii) any “change in control” or other payment under any Benefit Plan or employment agreement or non-qualified deferred compensation plan or agreement, (iii) entitle any current or former director, officer, employee or consultant of any of Prospect Medical, PHP Holdings, or any of their respective Subsidiaries to severance pay, termination pay, unemployment compensation or any other payment or benefit under any Benefit Plan, (iv) accelerate the time of payment or vesting of benefits, or increase the amount of compensation, due to any such director, officer, employee or consultant under any Benefit Plan, (v) trigger any funding obligation under any Benefit Plan, or (vi) impose any restrictions or limitations on the sponsoring employer’s rights to administer, amend or terminate any Benefit Plan.

(e) Except as set forth on Schedule 7.9(e), no “reportable event” within the meaning of Section 4043 of ERISA has occurred with respect to any Benefit Plan in the prior three (3) years and with respect to any of the transactions contemplated in this Agreement, to the extent such transaction is a reportable event, with respect to which the reporting requirement has not been waived, each Prospect Medical, PHP Holdings, and/or their respective Subsidiaries has provided (or intends to provide) to the PBGC the required notice of such reportable event in all cases as required by all applicable laws and requisite reporting period.

7.10. Labor Matters.

(a) Except as set forth on Schedule 7.10(a), none of Prospect Medical, PHP Holdings, or any of their respective Subsidiaries is a party to any collective bargaining agreement or similar Contract with any labor organization or other employee representative body (a “Collective Bargaining Agreement”).

(b) No grievance, unfair labor practice charge, or arbitration proceeding arising out of or under any Collective Bargaining Agreement, which could reasonably be anticipated to result in liability in excess of One Million and No/100 Dollars (\$1,000,000.00), is pending.

(c) Since the Look-Back Date, there has not been, nor is there, any pending or, to the Knowledge of the Prospect Parties, any threatened (i) material labor dispute between Prospect Medical, PHP Holdings, or any of their respective Subsidiaries with any labor organization, or any material strike, work slowdown, work stoppage or other similar organized labor activity involving any employee of Prospect Medical, PHP Holdings, or any of their respective Subsidiaries, which could reasonably be anticipated to result in liability in excess of One Million and No/100 Dollars (\$1,000,000.00) or (ii) union organizing, or union election activity involving any employee of Prospect Medical, PHP Holdings, or any of their respective Subsidiaries with respect to their employment by Prospect Medical, PHP Holdings, or any of their respective Subsidiaries which could reasonably be anticipated to result in liability in excess of One Million and No/100 Dollars (\$1,000,000.00).

(d) Each of Prospect Medical, PHP Holdings, or any of their respective Subsidiaries is, and has been since the Look-Back Date, in compliance in all material respects with all Laws regarding labor, employment and employment practices, and conditions of employment, including occupational safety and health, immigration, discrimination, harassment, wrongful termination, misclassification of employees and independent contractors, and wages and hours, including any bargaining or other obligations under the National Labor Relations Act. Except as set forth on Schedule 7.7(a), there are no complaints, actions, suits, investigations, or other Litigation pending or, to the Knowledge of the Prospect Parties, threatened against Prospect Medical, PHP Holdings, or any of their respective Subsidiaries in connection with the employment of any current or former employee or temporary employee or current or former independent contractor that would reasonably be expected to result in material liability to, or have a material impact on, Prospect Medical, PHP Holdings, or any of their respective Subsidiaries, taken as a whole.

(e) Each of Prospect Medical, PHP Holdings, and their respective Subsidiaries is (and has been since the Look-Back Date), in material compliance with the Worker Adjustment and Retraining and Notification Act (“WARN”) and similar state Laws and has no material Liabilities pursuant thereto. Each of Prospect Medical, PHP Holdings, and their respective Subsidiaries have not implemented a “mass layoff” or “plant closing” (as defined in WARN) within the last twelve months preceding the date hereof.

(f) Each of Prospect Medical, PHP Holdings, and their respective Subsidiaries have been, and is, in compliance and has not violated, the terms of the Immigration Reform and Control Act of 1988, as

amended, and all related regulations promulgated thereunder and any other immigration laws, except, in each case, as would not reasonably be expected to result in any material Liability for Prospect Medical, PHP Holdings, and their respective Subsidiaries. Since the Look-Back Date, none of Prospect Medical, PHP Holdings, or their respective Subsidiaries have been warned, fined, or otherwise penalized by any Governmental Body by reason of its failure to materially comply immigration laws.

7.11. Contracts and Commitments; Enforceability.

(a) Each of the Material Contracts is the legal, valid and binding obligation of Prospect Medical, PHP Holdings, and/or their respective Designated Subsidiaries (and, to the Prospect Parties' Knowledge, of the other parties thereto), enforceable against them (and, to the Prospect Parties' Knowledge, of the other parties thereto), in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium and similar laws affecting creditors' rights generally and by general equitable principles (regardless of whether enforcement is sought in a proceeding at law or in equity).

(b) Further (i) each Material Contract is in full force and effect, (ii) none of Prospect Medical, PHP Holdings, any of their respective Designated Subsidiaries, or any Other Applicable Subsidiaries is and, to the Knowledge of the Prospect Parties, no other party to any such agreement is in default under any such agreement, (iii) no party has received any unresolved written notice of any default, offset, counterclaim or defense under any Material Contract, and (iv) to the Prospect Parties' Knowledge, no condition or event has occurred which with the passage of time or the giving of notice or both would constitute a default or breach by any of Prospect Medical, PHP Holdings, any of their respective Designated Subsidiaries, or any Other Applicable Subsidiaries under the terms of any Material Contract, in each case except for such matters, defaults or breaches as to which requisite waivers or consents have been obtained and except for such matters, defaults or breaches that would not individually or in the aggregate be material to any of Prospect Medical, PHP Holdings, or any of their respective Designated Subsidiaries.

7.12. Insurance.

(a) **Schedule 7.12(a)** contains a complete and correct list of all material insurance policies maintained by, on behalf of or for the benefit of any of Prospect Medical, PHP Holdings, and their respective Designated Subsidiaries as of the date hereof (the "**Insurance Policies**"). The Insurance Policies are in full force and effect, no written notice of default or termination has been received in respect thereof and all premiums due thereon have been paid. None of Prospect Medical, PHP Holdings, or their respective Designated Subsidiaries is in material breach or default, and neither Prospect Medical nor any Subsidiary of Prospect Medical has taken any action or failed to take any action which, with notice or the lapse of time, would constitute such a material breach or default, or permit termination or modification, of any of the Insurance Policies.

(b) **Schedule 7.12(b)** sets forth a list of all claims involving a sum of money for a potential loss in excess of One Million and No/100 Dollars (\$1,000,000.00) made by any of Prospect Medical, PHP Holdings, and their respective Subsidiaries since the Look-Back Date against any insurer in respect of coverage under any insurance policy.

(c) Except as set forth on **Schedule 7.12(c)**, there are no claims involving a sum of money for a potential loss in excess of One Million and No/100 Dollars (\$1,000,000.00) by any of Prospect Medical, PHP Holdings, and their respective Subsidiaries pending under any Insurance Policies as to which coverage

has been questioned, denied or disputed by the underwriters of such Insurance Policies or bonds or in respect of which such underwriters have reserved their rights.

(d) Except as set forth in Schedule 7.12(d), none of Prospect Medical, PHP Holdings, or any of their respective Subsidiaries has any self-insurance or co-insurance programs.

7.13. Licenses; Reimbursement; Accreditation.

(a) Schedule 7.13(a) contains a complete and accurate list, as of the date hereof, of all material Healthcare Licenses.

(b) Except as set forth in Schedule 7.13(b), Prospect Medical, PHP Holdings, and their respective Designated Subsidiaries and/or the Facilities and each Person operating any portion of the Managed Care Business, as applicable, possess all material Healthcare Licenses, and such material Healthcare Licenses are in full force and effect.

(c) Except as set forth on Schedule 7.13(c), (i) Prospect Medical, PHP Holdings, their respective Designated Subsidiaries, and the Other Applicable Subsidiaries are in compliance, in all material respects, with the requirements of all material Healthcare Licenses, (ii) no suspension or cancellation of any such Healthcare Licenses is pending, or to the Knowledge of the Prospect Parties, threatened, and (iii) none of Prospect Medical, PHP Holdings, or their respective Designated Subsidiaries have received any written notice from any Governmental Body with respect to, as applicable, the threatened or pending denial, revocation, termination, or suspension of any of the material Healthcare Licenses.

7.14. Healthcare Compliance.

(a) In each case except as set forth on Schedule 7.14(a), the businesses and operations of Prospect Medical, PHP Holdings, and each of their respective Subsidiaries are, and since the Look-Back Date have been, to the Knowledge of the Prospect Parties, in compliance in all material respects with all applicable Healthcare Laws. In each case except as set forth in Schedule 7.14(a), there is no material Litigation pending or, to the Knowledge of the Prospect Parties, threatened against Prospect Medical, PHP Holdings, or any of their respective Subsidiaries, alleging any material failure to comply with Healthcare Laws which would have a Material Adverse Effect on Prospect Medical or PHP Holdings, or any of their respective Subsidiaries.

(b) In each case except as set forth in Schedule 7.14(b), since the Look-Back Date, none of Prospect Medical, PHP Holdings, or any of their respective Subsidiaries: (i) has been assessed a civil monetary penalty under Section 1128A of the Social Security Act, (ii) has been excluded, suspended, debarred from, or convicted of a crime that would reasonably be expected to lead to any such exclusion, suspension or debarment from, participation in any Government Program, (iii) has been subject to either mandatory or permissive exclusion from participation in any Government Program pursuant to 42 USC § 1320a-7, (iv) has been convicted of, or, to the Knowledge of the Prospect Parties, charged with, a violation of any Healthcare Law related to fraud, theft, embezzlement, bribe, payoff, kickback or inducement, whether of money, property or services; or (v) listed on the “General Services Administration” published list of parties excluded from federal procurement programs and non-procurement programs.

(c) In each case except as set forth in Schedule 7.14(c), (i) to the Knowledge of the Prospect Parties, all billing practices (including, without limitation, billing, coding, filing and claims practices) of Prospect Medical, PHP Holdings, and each of their respective Subsidiaries with respect to all Payor Programs are,

and since the Look-Back Date have been, conducted in material compliance with all Healthcare Laws and in material compliance with any applicable policies, procedures, rules and requirements of any such Payor Programs; (ii) to the Knowledge of the Prospect Parties, there is not pending or threatened any material recoupment, repayment, or other similar action sought by any Payor Program which exceeds \$250,000 (individually) against Prospect Medical, PHP Holdings, or any of their respective Subsidiaries not in the Ordinary Course of Business; and (iii) to the Knowledge of the Prospect Parties, no material fine, penalty or sanction in connection with a Payor Program has been imposed by any Governmental Body on any of Prospect Medical, PHP Holdings, or their respective Subsidiaries.

(d) Each of (i) Prospect Medical, (ii) PHP Holdings, (iii) their respective Designated Subsidiaries, (iv) the Facilities, and (v) the Persons operating the Managed Care Business (as applicable), hold all material Healthcare Licenses which are currently necessary to own, lease or otherwise hold and operate their properties and assets and to conduct their respective businesses as currently conducted, and will maintain all such Healthcare Licenses up to the Closing Dates subject to applicable laws, including requirements by such Governmental Body that a new Healthcare License is required, which Healthcare License may be issued following the applicable Closing Date.

(e) All material Contracts between third party payors and any of Prospect Medical, PHP Holdings, or any of their respective Designated Subsidiaries (each, a “Payor Contract”) were entered into in the Ordinary Course of Business. Prospect Medical, PHP Holdings, and their respective Designated Subsidiaries are, to the Knowledge of the Prospect Parties, in compliance with all Payor Contracts in all material respects, subject to any disputes with any third party payors being undertaken in the Ordinary Course of Business and any disputes which have been resolved.

(f) Each of the Facilities and the Persons operating the Managed Care Business, as applicable: (i) is enrolled and is a provider authorized to participate under the Government Programs; (ii) is in compliance in all material respects with all the conditions of participation for the Government Programs, (iii) has received all material approvals or qualifications necessary for capital reimbursement; and (iv) is in compliance in all material respects with 42 C.F.R. §§ 489.20 and 489.24 and their Medicare provider agreements.

(g) Set forth on Schedule 7.14(g) is a true and complete list and description (including locations) of all Healthcare Care Facilities (as that term is defined in the Code) owned or leased by PHP Holdings and its Subsidiaries (including, without limitation, all primary care centers, urgent care centers, physician clinics, and other ancillary healthcare centers now or hereafter to be operated as part of the Managed Care Business).

(h) As of the date hereof, none of PHP Holdings, its Subsidiaries or any other Person in which PHP Holdings or a Subsidiary of PHP Holdings owns any Equity Interests, directly or indirectly: (i) operates or manages, for itself or for any other entity, any Lodging Facility or Health Care Facility, or (ii) provides to any Person (under a franchise, license, or otherwise) rights to any brand name under which any Lodging Facility or Health Care Facility is operated. Except for the anticipated acquisition of the operations of Alta Newport in the Phase II Transaction, which will be operated and managed subject to the Management Agreement, as of the date hereof, PHP Holdings and its Subsidiaries have no present intention to conduct the activities described in clauses (i) and (ii) above.

(i) As of the date hereof, PHP Holdings is under no contractual obligation to acquire any business entities or to organize and own any interests in any business entity in addition to the current Designated Subsidiaries of PHP Holdings.

(j) As of the date hereof none of PHP Holdings, its Subsidiaries, or any other Person in which any of them own any Equity Interests, directly or indirectly, holds a license to operate a Health Care Facility, to provide medical services, dispense pharmaceuticals, or conduct any other health care related activities and, except with respect to the operations of Alta Newport as described above, PHP Holdings, its Subsidiaries, and all other Person in which any of them own any Equity Interests have no present contractual obligation to acquire any such license.

(k) To the extent PHP Holdings, its Subsidiaries, and any other Person in which PHP Holdings or its Subsidiaries directly owns any Equity Interests contracts with or employs physicians and other licensed medical care providers to provide primary care medical services to patients to the Knowledge of the Prospect Parties such primary medical care services are provided under the license authority of the licensed physician or other licensed medical care provider and all participation in the Medicare program with respect to such primary care medical services is through such licensed professionals and absent a valid reassignment by such licensed medical care provider of such billing rights to such entity or otherwise legally compliant arrangement not through any license held by, as applicable, PHP Holdings, its Subsidiaries, or any other Person in which PHP Holdings or its Subsidiaries directly own any Equity Interests.

7.15. Transactions with Affiliates. *Schedule 7.15* sets forth a complete and correct list as of the date hereof of all Contracts requiring annual payments in excess of Five Hundred Thousand Dollars (\$500,000) currently in effect between any of Prospect Medical, PHP Holdings, or any of their respective Designated Subsidiaries, on the one hand, and any Person that is an Affiliate of any of Prospect Medical, PHP Holdings, or any of their respective Designated Subsidiaries, on the other hand (other than Contracts for compensation and benefits received as employees, directors, officers or consultants of Prospect Medical, PHP Holdings, or any of their respective Subsidiaries).

7.16. No Brokers. None of Prospect Medical, PHP Holdings, or any of their respective Designated Subsidiaries has entered into any contract, arrangement or understanding with any Person or firm that may result in the obligation of such entity or any of the MPT Parties or their Affiliates to pay any finder's fees, brokerage or agent's commissions or other like payments in connection with the negotiations leading to this Agreement or consummation of the transactions contemplated in this Agreement.

7.17. Patriot Act Compliance.

(a) To the extent applicable to Prospect Medical, PHP Holdings, or any of their respective Subsidiaries, each of them has complied in all material respects with the International Money Laundering Abatement and Anti-Terrorist Financing Act of 2001, which comprises Title III of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (the "Patriot Act") and the regulations promulgated thereunder, and the rules and regulations administered by the U.S. Treasury Department's Office of Foreign Assets Control ("OFAC").

(b) None of Prospect Medical, PHP Holdings, or any of their respective Subsidiaries is included on the List of Specially Designated Nationals and Blocked Persons maintained by the OFAC, and none of Prospect Medical, PHP Holdings, or any of their respective Subsidiaries is a resident in, or organized or chartered under the laws of, (i) a jurisdiction that has been designated by the U.S. Secretary of the Treasury under

Section 311 or 312 of the Patriot Act as warranting special measures due to money laundering concerns or (ii) any foreign country that has been designated as non-cooperative with international anti-money laundering principles or procedures by an intergovernmental group or organization, such as the Financial Action Task Force on Money Laundering, of which the United States is a member and with which designation the United States representative to the group or organization continues to concur.

7.18. Ability to Grant Security Interest. Subject to the provisions of the PhysicianCo Intercreditor Agreement, Prospect Medical, its Designated Subsidiaries (other than Alta Newport Hospital, LLC), and any Other Applicable Subsidiaries, as applicable, may grant the MPT Parties the first priority security interests to the extent contemplated under the Obligation Documents and each of the Restructuring Documents in all of (a) the outstanding Equity Interest of each of Prospect Medical's Designated Subsidiaries and the Other Applicable Subsidiaries subject to the Amended and Restated Pledge Agreement, and (b) the Licenses (including, without limitation, the Healthcare Licenses); *provided, however*, it is acknowledged that in the event the MPT Parties seek to exercise remedies in connection with such liens, the transfer of such Equity Interests and Licenses, may require the parties to undertake change of ownership processes with, provide notices to and seek approvals from Governmental Bodies, as further contemplated and addressed in the Obligation Documents.

7.19. Licenses/Compliance with Laws. Except as set forth on **Schedule 7.19**, (i) each of Prospect Medical, PHP Holdings, their respective Designated Subsidiaries, and the Other Applicable Subsidiaries possess all material Licenses required under applicable Laws to own, lease and operate its properties and assets and to carry on its business as currently operated, and (ii) there is no Litigation or Order pending or, to the Knowledge of the Prospect Parties, threatened regarding the revocation, suspension, cancellation, withdrawing, modification or limitation of any such material License or a declaration of any such License as invalid. Except as set forth on **Schedule 7.19**, each material License is in full force and effect, and each of Prospect Medical, PHP Holdings, and their respective Subsidiaries is in compliance in all material respects with such License (and its obligations with respect to such License) and with all Laws and Orders applicable to it or by or to which any of its properties or assets is bound or subject, and none of Prospect Medical, PHP Holdings, or any of their respective Subsidiaries has received any written notice alleging material non-compliance.

7.20. Solvency.

(a) Prospect Medical and each of its subsidiaries (other than PHP Holdings and its Subsidiaries), and PHP Holdings and each of its Subsidiaries will each be Solvent immediately after giving effect to each of the transactions contemplated herein (including with respect to the obligations under the PhysicianCo Term Loan Documents).

(b) No transfer of property is being made and no obligation is being incurred in connection with the transactions contemplated herein with the intent to hinder, delay, or defraud either present or future creditors of Prospect Medical, PHP Holdings, or any of their respective Subsidiaries.

(c) None of Prospect Medical, PHP Holdings, or any of their respective Subsidiaries are involved in any proceeding by or against it as a debtor before any Governmental Bodies under Title 11 of the United States Bankruptcy Code or any other insolvency or debtors' relief act, whether state, federal or foreign, or for the appointment of a trustee, receiver, liquidator, assignee, sequestrator or other similar official for any part of any properties of any of Prospect Medical, PHP Holdings, or their respective Subsidiaries.

7.21. Other Events of Default; Bring-Down.

(a) Other than the Released Defaults and Uncured Defaults, to the Knowledge of the Prospect Parties, there exists no Event of Default (as defined in each of Master Lease I, Master Lease II, the Foothill Mortgage Loan Agreement, the TRS Note, or the MPT Advance Convertible Note, respectively), or any event, condition or circumstance that, with notice or a passage of time, would constitute such an event of default, by any of the Prospect Parties or any of their Affiliates under or pursuant to any of the Master Lease I, Master Lease II, the Foothill Mortgage Loan Agreement, the TRS Note, the MPT Advance Convertible Note or any of the other Obligation Documents entered into in connection therewith.

(b) Each of the respective representations and warranties of the Prospect Parties and their Affiliates contained in Master Lease I, Master Lease II, the Foothill Mortgage Loan Agreement, the TRS Note, the MPT Advance Convertible Note, the Pennsylvania Mortgage Loan Agreement, or any of the other Obligation Documents are true and correct as of the date of this Agreement; *provided, however*, the representation in this Section 7.21(b) is limited to those representations and warranties in Master Lease I, Master Lease II, the Foothill Mortgage Loan Agreement, the TRS Note, the MPT Advance Convertible Note, the Pennsylvania Mortgage Loan Agreement, or any of the other Obligation Documents that, if untrue or incorrect, such untruth or incorrectness would result, in a material adverse effect with respect to the Managed Care Business, the Facilities, the Properties (as defined in the applicable Obligation Documents), the Prospect Parties' ability to pay any obligations under the Obligation Documents (as determined in the MPT Parties' reasonable discretion), or the transactions contemplated by this Agreement.

ARTICLE VIII
REPRESENTATIONS AND WARRANTIES OF MPT PARTIES

Each of the MPT Parties, jointly and severally, hereby represent, warrant and covenant to the Prospect Parties as follows:

8.1. Existence; Good Standing; Enforceability.

(a) Each of such MPT Parties is a corporation or limited liability company (as applicable) duly formed, validly existing, and in good standing under the laws of the applicable State of its formation. Each of such MPT Parties has all requisite power and authority to own, operate, and lease its properties and carry on its business as currently conducted. Each of such MPT Parties is duly licensed and qualified to do business as a foreign entity and is in good standing under the laws of each jurisdiction in which the character of its properties or in which the transaction of its business makes such qualification necessary except where failure to be so qualified, licensed or in good standing would not individually or in the aggregate be material to such MPT Party. Each of such MPT Parties is in compliance with its Governing Documents in all material respects.

(b) Each of such MPT Parties has all requisite power and authority to execute and deliver this Agreement and each other Restructuring Document to which it is or will become a party and to perform its obligations hereunder and thereunder. The execution and delivery of this Agreement and each other Restructuring Document to which any of the MPT Parties is a party, the performance by the MPT Parties of their obligations hereunder and thereunder and the consummation of the transactions contemplated hereby and thereby have been duly authorized by all necessary action on the part of all of the MPT Parties, and no further action on the part of any of the MPT Parties is necessary to authorize the execution and delivery by the MPT Parties of this Agreement or such other Restructuring Documents, and the

consummation of the transactions contemplated hereby and thereby, except for approvals from any Governmental Bodies, and informational filings with Governmental Bodies, required under applicable legal requirements, as further addressed in Section 8.2(b) hereof.

(c) This Agreement and the other Restructuring Documents to which any of the MPT Parties is or will become a party have been (or with respect to certain Restructuring Documents to be executed after the date hereof, will be) duly executed and delivered by such MPT Parties and, assuming the due authorization, execution and delivery of this Agreement and such other Restructuring Documents by each of the other Parties hereto and thereto, constitute (or, as applicable with respect to certain Restructuring Documents to be executed after the date hereof, shall constitute) legal, valid and binding obligations of such MPT Parties, enforceable against the applicable MPT Parties in accordance with the terms and conditions hereof and thereof, except as such enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium or similar laws affecting creditors' rights generally and by general equitable principles (regardless of whether enforcement is sought in a proceeding at law or in equity).

8.2. No Conflict; Consents.

(a) Provided any required approvals from Governmental Bodies are obtained, and required information filings with Governmental Bodies are made, as further addressed in Section 4.1 above, the execution and delivery by each of the MPT Parties of this Agreement and each other Restructuring Document to which each of them is (or will become) a party, and the consummation of the transactions contemplated hereby and thereby in accordance with their respective terms, do not: (i) violate, conflict with or result in a default (whether after the giving of notice, lapse of time or both) under, or give rise to a right of termination, amendment, acceleration or cancellation of, or result in the triggering of any payments or the creation of an Encumbrance on any property or asset of any of the MPT Parties or their respective Subsidiaries under any material contract, license, or similar instrument to which any of the MPT Parties or their respective Subsidiaries is a party or by which any of the MPT Parties' or their respective Subsidiaries' assets are bound; (ii) conflict with, or result in any violation of, any provision of such MPT Parties' or their respective Subsidiaries' applicable Governing Documents; or (iii) violate or result in a violation of or constitute a default under (whether after the giving of notice, lapse of time or both), or result in the triggering of any payments or the creation of an Encumbrance on any property or asset of any of the MPT Parties or their respective Subsidiaries under any provision of any law, regulation or rule, or any order of, or any restriction imposed by, any court or other Governmental Body applicable to any of the MPT Parties or their respective Subsidiaries, including, without limitation, all applicable Laws regarding the paying, making, or declaring dividends or distributions by any of the MPT Parties, except in the case of clause (i) and (iii) above, for such conflicts, violations, breaches, defaults or failure to receive consents that would not individually or in the aggregate be material to any of such MPT Parties or Subsidiaries.

(b) The execution and delivery by each of the MPT Parties and their respective Subsidiaries of this Agreement and each other Restructuring Document to which any of them is (or will become) a party, and the consummation by the MPT Parties and their respective Subsidiaries of the transactions contemplated hereby and thereby in accordance with their respective terms, do not require from the MPT Parties and their respective Subsidiaries any notice to, declaration or material filing with, or material consent or approval of any Governmental Body, except for those required to be obtained by the Prospect Parties as contemplated in Section 4.1 hereof.

8.3. Litigation. There is no Litigation, action, suit, proceeding, claim, arbitration or investigation pending or, to the actual knowledge of the MPT Parties, threatened in writing against any of the MPT

Parties, nor are any of the MPT Parties subject to any outstanding order, writ, judgment, injunction or decree, in either case, which would (a) prevent, hinder or materially delay the consummation of the transactions contemplated in this Agreement, or (b) otherwise prevent, hinder or materially delay performance by any of the MPT Parties of any of their material obligations under this Agreement.

8.4. No Brokers. None of the MPT Parties or any of their respective Subsidiaries has entered into any contract, arrangement or understanding with any Person or firm that may result in the obligation of such entity or any of the Prospect Parties or their Affiliates to pay any finder's fees, brokerage or agent's commissions or other like payments in connection with the negotiations leading to this Agreement or consummation of the transactions contemplated in this Agreement.

ARTICLE IX **CONFIDENTIALITY**

The Parties hereto will, and will cause each of their Affiliates and Representatives to maintain the confidentiality of this Agreement. The Parties agree that public announcements or press release, if any, with respect to this Agreement or the transactions contemplated hereby shall be mutually approved in advance by the Parties; *provided, however*, that, notwithstanding any provision hereof to the contrary, a Party, without the prior consent of the other Parties hereto, may: (a) issue or cause publication of any such press release or public announcement to the extent that such party reasonably determines, after consultation with outside legal counsel, such action to be required by law or by the rules of any applicable self-regulatory organization (including, without limitation, federal and state securities laws and the rules and regulations of the NYSE or NASDAQ), in which event such Party will use its commercially reasonable efforts to allow the other Parties hereto reasonable time to comment on such press release or public announcement in advance of its issuance, and (b) disclose that it has entered into this Agreement and the other Restructuring Documents, and may provide and disclose information regarding this Agreement, the Parties to this Agreement and the other Restructuring Documents, the Facilities, the Managed Care Business, and the other assets and properties subject hereto and thereto, and such additional information which such party may reasonably deem necessary, to its proposed investors in connection with a public offering or private offering of securities (including, without limitation, the offerings to be conducted by Medical Properties Trust, Inc. in anticipation of the transactions contemplated herein), or any current or prospective lenders with respect to its financing (including, without limitation, the PhysicianCo Term Loan Lenders), and to investors, analysts and other parties in connection with earnings calls and other normal communications with investors, analysts and other parties, or (c) include any information in a prospectus, prospectus supplement or other offering circular or memorandum in connection with public or private capital raising or other activities undertaken by such party.

ARTICLE X **INDEMNIFICATION**

10.1. Prospect Medical. Prospect Medical and each of its Subsidiaries (other than PHP Holdings and its Subsidiaries), jointly and severally, shall indemnify, defend and hold harmless the MPT Parties, their Affiliates, and their respective officers, managers, members, (general and limited) partners, shareholders, employees, agents and representatives (collectively, the "MPT Indemnified Parties") from and against all Liabilities, demands, claims, actions, losses, damages, penalties, taxes, costs and expenses (including, without limitation, attorneys' and accountants' fees, settlement costs, arbitration costs and any reasonable other expenses for investigating or defending any action or threatened action) asserted against or incurred by MPT Indemnified Parties or any of them arising out of or in connection with or resulting from (a) any

breach of, misrepresentation associated with, or failure to perform under any covenant, representation, warranty or agreement under, this Agreement, the Restructuring Documents or the other agreements contemplated hereby or thereby on the part of Prospect Medical or such Subsidiaries (other than PHP Holdings and its Subsidiaries), or (b) any operation or management of the Managed Care Business of Prospect Medical or its Subsidiaries prior to the date hereof.

10.2. PHP Holdings. PHP Holdings and each of its Subsidiaries, jointly and severally, shall indemnify, defend and hold harmless the MPT Indemnified Parties from and against all Liabilities, demands, claims, actions, losses, damages, penalties, taxes, costs and expenses (including, without limitation, attorneys' and accountants' fees, settlement costs, arbitration costs and any reasonable other expenses for investigating or defending any action or threatened action) asserted against or incurred by MPT Indemnified Parties or any of them arising out of or in connection with or resulting from (a) any breach of, misrepresentation associated with, or failure to perform under any covenant, representation, warranty or agreement under, this Agreement, the Restructuring Documents or the other agreements contemplated hereby or thereby on the part of PHP Holdings or such Subsidiaries, or (b) any operation or management of the Managed Care Business of PHP Holdings or its Subsidiaries prior to the date hereof.

10.3. MPT Parties. The MPT Parties and each of their Subsidiaries, jointly and severally, shall indemnify, defend and hold harmless the Prospect Parties, their Affiliates, and their respective officers, managers, members, (general and limited) partners, shareholders, employees, agents and representatives (collectively, the "Prospect Indemnified Parties") from and against all Liabilities, demands, claims, actions, losses, damages, penalties, taxes, costs and expenses (including, without limitation, attorneys' and accountants' fees, settlement costs, arbitration costs and any reasonable other expenses for investigating or defending any action or threatened action) asserted against or incurred by Prospect Indemnified Parties or any of them arising out of or in connection with or resulting from (a) any breach of, misrepresentation associated with, or failure to perform under any covenant, representation, warranty or agreement under, this Agreement, the Restructuring Documents or the other agreements contemplated hereby or thereby on the part of the MPT Parties or their respective Subsidiaries, or (b) adverse tax consequences under the REIT qualification sections of the Code that are not caused by the breach of any covenant, representation, warranty or agreement under this Agreement, the PHP Holdings, LLC Agreement, or any of the other Restructuring Documents by any of the Prospect Parties or their respective Affiliates.

10.4. Other Rights to Indemnification. Nothing in this Article is intended or shall be deemed to modify or limit any rights of indemnification in favor of any of the Parties or their respective Affiliates as may be set forth in any Master Lease I, Master Lease II, the Foothill Mortgage Loan Documents, the TRS Note, the Phase I Convertible Note, the Pennsylvania Restructuring Documents, the PHP Holdings LLC Agreement, or any other agreements, documents, or instruments entered into in connection therewith, all of which shall remain in full force and effect in accordance with their respective terms.

ARTICLE XI **MISCELLANEOUS**

11.1. Specific Performance. In addition to any rights and remedies available to the Parties hereunder or at law, each Party shall be entitled to bring an action for specific performance and to seek other equitable relief in connection with any breach or violation, or any attempted breach or violation, of the provisions of

this Agreement (including, without limitation, the covenants set forth in ARTICLE VI hereof), without the necessity of showing actual damages or furnishing bond or other security.

11.2. Governing Law. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF DELAWARE APPLICABLE TO CONTRACTS EXECUTED AND PERFORMED IN SUCH STATE, WITHOUT GIVING EFFECT TO CONFLICTS OF LAW PRINCIPLES.

11.3. Jurisdiction and Venue. THE PARTIES CONSENT TO PERSONAL JURISDICTION IN THE STATE OF DELAWARE. THE PARTIES AGREE THAT ANY ACTION OR PROCEEDING ARISING FROM OR RELATED TO THIS AGREEMENT SHALL BE BROUGHT AND TRIED EXCLUSIVELY IN THE STATE OR FEDERAL COURTS OF DELAWARE. EACH OF THE PARTIES IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY OBJECTION TO THE LAYING OF VENUE OF ANY SUCH ACTION OR PROCEEDING BROUGHT IN ANY SUCH COURT. THE PARTIES EXPRESSLY ACKNOWLEDGE THAT DELAWARE IS A FAIR, JUST AND REASONABLE FORUM AND AGREE NOT TO SEEK REMOVAL OR TRANSFER OF ANY ACTION FILED BY THE OTHER PARTY IN SAID COURTS. FURTHER, EACH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY CLAIM THAT SUCH SUIT, ACTION OR PROCEEDING HAS BEEN BROUGHT IN AN INCONVENIENT FORUM. SERVICE OF ANY PROCESS, SUMMONS, NOTICE OR DOCUMENT BY CERTIFIED MAIL ADDRESSED TO A PARTY AT THE ADDRESS DESIGNATED PURSUANT TO SECTION 11.6 SHALL BE EFFECTIVE SERVICE OF PROCESS AGAINST SUCH PARTY FOR ANY ACTION OR PROCEEDING BROUGHT IN ANY SUCH COURT. A FINAL JUDGMENT IN ANY SUCH ACTION OR PROCEEDING BROUGHT IN ANY SUCH COURT MAY BE ENFORCED IN ANY OTHER COURT TO WHOSE JURISDICTION ANY OF THE PARTIES IS OR MAY BE SUBJECT.

11.4. Waiver of Jury Trial. TO THE MAXIMUM EXTENT PERMITTED BY LAW, EACH OF THE PARTIES HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE THE RIGHT TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON, ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENT (WHETHER VERBAL OR WRITTEN) OR ACTION OF EITHER PARTY OR ANY EXERCISE OF ANY PARTY OF THEIR RESPECTIVE RIGHTS HEREUNDER OR IN ANY WAY RELATING TO THIS AGREEMENT OR THE REAL PROPERTY (INCLUDING ANY CLAIM OR DEFENSE ASSERTING THAT THIS AGREEMENT WAS FRAUDULENTLY INDUCED OR IS OTHERWISE VOID OR VOIDABLE). THIS WAIVER IS A MATERIAL INDUCEMENT FOR LENDER TO ENTER INTO THIS AGREEMENT.

11.5. Binding Effect; Assignment. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and permitted assigns; provided that neither this Agreement nor any of the rights, interests or obligations hereunder may be assigned or delegated by any Party without the prior written consent of the other Parties (except in connection with any Prospect Parties' assignment of its rights and interest under any of the Obligation Documents to which it is a party to the extent permitted thereunder). Notwithstanding the foregoing, the MPT Parties may at any time and without the consent of the Prospect Parties assign all of its respective rights and obligations hereunder to any Person.

11.6. Notices. All notices, demands and other communications to be given or delivered under or by reason of the provisions of this Agreement shall be in writing and shall be deemed to have been given (a) when personally delivered, (b) when transmitted via telecopy (or other facsimile device) to the number set

forth below if the sender on the same day sends a conforming copy of such notice by recognized overnight delivery service (charges prepaid), (c) when delivered via Electronic Transmission to the email address set forth below if the sender on the same day sends a conforming copy of such notice by recognized overnight delivery service (charges prepaid), (d) the day following the day (except if not a Business Day then the next Business Day) on which the same has been delivered prepaid to a reputable national overnight air courier service or (e) the third Business Day following the day on which the same is sent by certified or registered mail, postage prepaid. Notices, demands and communications, in each case to the respective parties, shall be sent to the applicable address set forth below, unless another address has been previously specified in writing:

If to any Prospect Parties: c/o Prospect Medical Holdings, Inc.
3415 South Sepulveda Blvd., 9th Floor
Los Angeles, California 90034
Attention: Eric Samuels
Email: Eric.Samuels@prospectmedical.com
Facsimile: (310) 943-4501

With a copy to: c/o Prospect Medical Holdings, Inc.
3415 South Sepulveda Blvd., 9th Floor
Los Angeles, California 90034
Attention: Rob Elders, General Counsel
Email: Rob.Elders@prospectmedical.com
Facsimile: (210) 640-3286

and

Sheppard Mullin Richter & Hampton LLP
1901 Avenue of the Stars, Suite 1600
Los Angeles, CA 90067-6017
Attention: Eric A. Klein, Esq., or Nioura F. Ghazni, Esq.
Email: EKlein@sheppardmullin.com
NGhazni@sheppardmullin.com
Facsimile: (310) 228-3988

If to any MPT Parties: c/o MPT Operating Partnership, L.P.
1000 Urban Center Drive, Suite 501
Birmingham, Alabama 35242
Attention: Legal Department
Email: legal@medicalproptiestrust.com
Facsimile: (205) 969-3756

With a copy to: Baker, Donelson, Bearman, Caldwell & Berkowitz, PC
1901 Sixth Avenue North, Suite 2600
Birmingham, Alabama 35203
Attention: Thomas O. Kolb, Esq.
Email: tkolb@bakerdonelson.com
Facsimile: (205) 488-3721

or to such other address as either party may hereafter designate in writing, and shall be effective upon receipt. A notice, demand, consent, approval, request and other communication shall be deemed to be duly received (i) if delivered in person or by a recognized delivery service, when left at the address of the recipient, (ii) if sent by facsimile, upon receipt by sender of an acknowledgment or transmission report generated by the machine from which the facsimile was sent indicating that the facsimile was sent in its entirety to the recipient's facsimile number, and (iii) if sent by Electronic Transmission when sent to the recipient's email address, if the sender on the same day sends a conforming copy of such notice by recognized overnight delivery service (charges prepaid); provided that if a notice, demand, consent, approval, request or other communication is served by hand or is received by facsimile or Electronic Transmission on a day which is not a Business Day, or after 5:00 p.m. on any Business Day (based upon Birmingham, Alabama time), such notice or communication shall be deemed to be duly received by the recipient at 9:00 a.m. (based upon Birmingham, Alabama time) on the first Business Day thereafter.

11.7. Calculation of Time Period. When calculating the period of time before which, within which or following which any act is to be done or step taken, the date that is the reference date in calculating such period shall be excluded. If the last day of such period is not a Business Day, the period in question shall end of the next succeeding Business Day.

11.8. Captions. The section and paragraph headings or captions appearing in this Agreement are for convenience only, are not a part of this Agreement, and are not to be considered in interpreting this Agreement.

11.9. Entire Agreement; Modification. This Agreement, together with all exhibits, schedules and the other documents referred to herein, embody and constitute the entire understanding between the parties with respect to the subject matter hereof in any way. The Parties have not relied upon, and shall not be entitled to rely upon, any prior or contemporaneous agreements, understandings, representations or statements (oral or written) other than this Agreement in effecting the transactions contemplated herein or otherwise (including, without limitation, the Original Restructuring Agreement and the Restructuring Term Sheet). Neither this Agreement, any exhibit or schedule attached hereto, nor any provision hereof or thereof may be modified or amended except by an instrument in writing signed by all of the parties hereto.

11.10. Supplement to Disclosure Schedules. From time to time prior to the Closing Date of the Phase II Transactions or Phase III Transactions, as applicable, upon written notice to the MPT Parties, the Prospect Parties shall have the right (but not the obligation) to supplement or amend the Disclosure Schedules hereto with respect to any fact, circumstance, condition, change, event, occurrence, or matter arising after the effective date of this Agreement or of which the Prospect Parties become aware after the effective date hereof (each a "Schedule Supplement"). Any such Schedule Supplement shall be made, and written notice shall be provided to the MPT Parties, at least five (5) days prior to the Closing Date of the Phase II Transactions or Phase III Transactions, as applicable. Unless the event that requires such Schedule Supplement constitutes or arises out of a breach of any covenant or obligation of the Prospect Parties under this Agreement, (a) such updated Schedule Supplements shall be incorporated into this Agreement; and (b) any disclosure in any such Schedule Supplement shall be deemed to have cured any inaccuracy in or breach of any representation or warranty contained in this Agreement that would exist at the Closing Date of the Phase II Transaction or Phase III Transaction, in the absence of such Schedule Supplement.

11.11. Annexes, Schedules, and Exhibits. All Annexes, Schedules and Exhibits referred to in this Agreement shall be deemed a part of this Agreement and are hereby incorporated herein by reference. The statements in the Schedules referred to in this Agreement, and those in any supplement thereto, relate only

to the provisions in the Section of this Agreement to which they expressly relate and not to any other provision in this Agreement. Further, nothing set forth in such Schedule shall be deemed adequate to disclose an exception to a representation or warranty related thereto unless such Schedule identifies the exception with reasonable particularity and describes the relevant facts in reasonable detail.

11.12. Necessary Action. Each party shall perform any further acts and execute and deliver any documents that may be reasonably necessary to carry out the provisions of this Agreement.

11.13. Counterparts. This Agreement may be executed in multiple counterparts, any one of which need not contain the signature of more than one party, but all such counterparts taken together shall constitute one and the same instrument.

11.14. Delivery by Electronic Transmission. This Agreement and any signed agreement entered into in connection herewith or contemplated hereby, and any amendments hereto or thereto, to the extent signed and delivered by means of a facsimile machine or by .pdf, .tif, .gif, .jpeg or similar attachment to electronic mail, shall be treated in all manner and respects as an original contract and shall be considered to have the same binding legal effects as if it were the original signed version thereof delivered in person. At the request of any party hereto or to any such contract, each other party hereto or thereto shall re-execute original forms thereof and deliver them to all other parties. No Party hereto or to any such contract shall raise the use of a facsimile machine or by .pdf, .tif, .gif, .jpeg or similar attachment to electronic mail to deliver a signature or the fact that any signature or contract was transmitted or communicated through the use of facsimile machine or by .pdf, .tif, .gif, .jpeg or similar attachment to electronic mail as a defense to the formation of a contract and each such party forever waives any such defense.

11.15. Expenses.

(a) In General. Prospect Medical is responsible for, and shall pay or reimburse to the MPT Parties upon demand for all expenses (including but not limited to legal, accounting, and other fees and expenses) which may be incurred by the MPT Parties or their Affiliates with respect to the Equity Rollover Transaction, the Restructuring Transactions, this Agreement and the other Restructuring Documents, and the transactions and documents contemplated hereby and thereby. In addition, Prospect Medical shall be responsible for, and shall pay to the MPT Parties or the applicable third parties upon demand, all third-party costs of all surveys, inspections, title policies, environmental and other third-party reports required by any of the Parties, recording fees, and all other reasonable third-party expenses incurred in the transactions contemplated in this Agreement.

(b) Taxes. In addition, Prospect Medical shall be responsible for, and shall pay to the MPT Parties or the applicable third parties upon demand, all transfer taxes, lease taxes, mortgage taxes, income taxes, and all other taxes imposed as a result of the transactions contemplated in this Agreement (including, without limitation, any taxes imposed on any of the Parties as a result of the internal restructuring of the Prospect Parties or the issuance of any Equity Interests in PHP Holdings); *provided, however*, the MPT Parties will pay on behalf of itself or PMH, as applicable, the sum of Five Million Two Hundred Twenty-Two Thousand Five Hundred Seventeen Dollars and Fifty-Four Cents (\$5,222,517.54), which amount is to be applied to the transfer taxes arising out of or in connection with the transactions effected pursuant to the Pennsylvania Restructuring Documents as contemplated in Section 3.7 hereof, it being understood that any such amounts paid by any of the MPT Parties pursuant to this subsection (b) shall be added to the Pennsylvania Mortgage Loan Note.

(c) For the avoidance of doubt, either Party may submit to the other Party after execution of this Agreement copies of any invoices relating to costs and expenses for which such Party is responsible for pursuant to this Section 11.15, and the responsible Party shall reimburse the other Party within thirty (30) days after receipt thereof.

11.16. No Third Party Beneficiaries. Nothing expressed or referred to in this Agreement will be construed to give any Person other than the parties to this Agreement any legal or equitable right, remedy, or claim under or with respect to this Agreement or any provision of this Agreement.

11.17. Joint Drafting. The parties hereto and their respective counsel have participated in the drafting and redrafting of this Agreement and the general rules of construction which would construe any provisions of this Agreement in favor of or to the advantage of one party as opposed to the other as a result of one party drafting this Agreement as opposed to the other or in resolving any conflict or ambiguity in favor of one party as opposed to the other on the basis of which party drafted this Agreement are hereby expressly waived by all parties to this Agreement.

11.18. Joint and Several Obligations.

(a) Prospect Medical and its Subsidiaries (other than PHP Holdings and its Subsidiaries) shall be jointly and severally liable for all of the liabilities and obligations of Prospect Medical and such Subsidiaries under this Agreement. Additionally, each of Prospect Medical and such Subsidiaries acknowledge and agrees that all of their respective representations, warranties, covenants, obligations, conditions, and agreements terms contained in this Agreement and the Restructuring Documents shall be applicable to and shall be binding upon and enforceable against any one or more of Prospect Medical and such Subsidiaries.

(b) PHP Holdings and its Subsidiaries shall be jointly and severally liable for all of the liabilities and obligations of PHP Holdings and such Subsidiaries under this Agreement. Additionally, each of PHP Holdings and such Subsidiaries acknowledge and agrees that all of their respective representations, warranties, covenants, obligations, conditions, and agreements contained in this Agreement and the Restructuring Documents shall be applicable to and shall be binding upon and enforceable against any one or more of PHP Holdings and such Subsidiaries.

(c) MPT Parties and their Subsidiaries (other than PHP Holdings and its Subsidiaries) shall be jointly and severally liable for all of the liabilities and obligations of MPT Parties and such Subsidiaries under this Agreement. Additionally, each MPT Party and such Subsidiaries acknowledge and agrees that all of their respective representations, warranties, covenants, obligations, conditions, and agreements terms contained in this Agreement and the Restructuring Documents shall be applicable to and shall be binding upon and enforceable against any one or more of MPT Parties and such Subsidiaries.

11.19. No Waiver. Any provision of this Agreement or Exhibits hereto may be amended or waived only in a writing signed by the parties hereto. No waiver of any provision hereunder or any breach or default thereof shall extend to or affect in any way any other provision or prior or subsequent breach or default.

11.20. Severability. The parties agree that each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement or any application of this Agreement (as to any party or otherwise) is held to be prohibited by or invalid under applicable law, such provision or application shall be ineffective only to the extent of such prohibition or

invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement or any other applications of this Agreement.

11.21. Representatives.

(a) Prospect Medical and its Subsidiaries (other than PHP Holdings and its Subsidiaries) hereby appoint Prospect Medical as their duly authorized agent and representative (the “Prospect Representative”) to take all actions and enforce all rights of Prospect Medical and its Subsidiaries under this Agreement and the other Restructuring Documents, including, without limitation, (i) giving and receiving any notice or instruction permitted or required under this Agreement and the other Restructuring Documents, (ii) interpreting all of the terms and provisions of this Agreement and the other Restructuring Documents, (iii) authorizing payments or obtaining reimbursement as may be provided for herein, (iv) consenting to, compromising, or settling all disputes with the MPT Parties under this Agreement and the other Restructuring Documents, (v) conducting negotiations and dealing with the MPT Parties under this Agreement and the other Restructuring Documents, and (vi) taking any other actions on behalf of Prospect Medical and such Subsidiaries relating to their respective rights, claims, duties, and obligations under this Agreement and the other Restructuring Documents. In the performance of the MPT Parties’ duties and obligations hereunder, the MPT Parties shall be authorized and permitted to correspond and transact with the Prospect Representative on behalf of all Prospect Medical and such Subsidiaries and the MPT Parties shall be entitled to rely upon any document or instrument executed and delivered by the Prospect Representative.

(b) PHP Holdings and its Subsidiaries hereby appoint ManageCo as their duly authorized agent and representative (the “PHP Holdings Representative”) to take all actions and enforce all rights of PHP Holdings and its Subsidiaries under this Agreement and the other Restructuring Documents, including, without limitation, (i) giving and receiving any notice or instruction permitted or required under this Agreement and the other Restructuring Documents, (ii) interpreting all of the terms and provisions of this Agreement and the other Restructuring Documents, (iii) authorizing payments or obtaining reimbursement as may be provided for herein, (iv) consenting to, compromising, or settling all disputes with the MPT Parties under this Agreement and the other Restructuring Documents, (v) conducting negotiations and dealing with the MPT Parties under this Agreement and the other Restructuring Documents, and (vi) taking any other actions on behalf of PHP Holdings and such Subsidiaries relating to their respective rights, claims, duties, and obligations under this Agreement and the other Restructuring Documents. In the performance of the MPT Parties’ duties and obligations hereunder, the MPT Parties shall be authorized and permitted to correspond and transact with the PHP Holdings Representative on behalf of all Prospect Medical and such Subsidiaries and the MPT Parties shall be entitled to rely upon any document or instrument executed and delivered by the PHP Holdings Representative.

(c) The MPT Parties hereby appoint MPT Picasso TRS as their duly authorized agent and representative (the “MPT Representative”) to take all actions and enforce all rights of the MPT Parties under this Agreement and the other Restructuring Documents, including, without limitation, (i) giving and receiving any notice or instruction permitted or required under this Agreement, (ii) interpreting all of the terms and provisions of this Agreement and the other Restructuring Documents, (iii) authorizing payments or obtaining reimbursement as may be provided for herein, (iv) consenting to, compromising, or settling all disputes with the Prospect Parties under this Agreement and the other Restructuring Documents, (v) conducting negotiations and dealing with the Prospect Parties under this Agreement and the other Restructuring Documents, and (vi) taking any other actions on behalf of the Prospect Parties relating to their respective rights, claims, duties, and obligations under this Agreement and the other Restructuring

Documents. In the performance of the Prospect Parties duties and obligations hereunder, the Prospect Parties shall be authorized and permitted to correspond and transact with the MPT Representative on behalf of all the MPT Parties and the Prospect Parties shall be entitled to rely upon any document or instrument executed and delivered by the MPT Representative.

11.22. One Action Waiver. To the extent permitted by applicable law, the Prospect Parties waive any and all rights or defenses arising by reason of: (i) any “one action” or “anti-deficiency” law or any other law which may prevent the MPT Parties from bringing any action, including a claim for deficiency, against any one or more of the Prospect Parties, before or after the MPT Parties’ commencement or completion of any foreclosure or similar action or actions, either judicially or by exercise of a power of sale; (ii) any election of remedies by the MPT Parties which destroys or otherwise adversely affects any one or more of the Prospect Parties’ subrogation rights or rights to proceed against any Person for reimbursement, including, without limitation, any loss of rights the Prospect Parties may suffer by reason of any law limiting, qualifying, or discharging the obligations under this Agreement or the Obligation Documents (as applicable); (iii) any right to claim discharge of the obligations under this Agreement on the basis of unjustified impairment of any collateral for such obligations; or (iv) any defenses given to guarantors, sureties, and/or co-makers at law or in equity other than actual payment and performance of the Prospect Parties’ obligations under this Agreement or the Obligation Documents (as applicable).

[Signatures Appear on the Following Pages.]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officers on the date first written above.

MPT PARTIES:


MPT PICASSO INVESTORS TRS, LLC

By: MPT Operating Partnership, L.P.
Its: Sole Member

By: 
Name: R. Steven Hamner
Title: Executive VP & CFO


MPT TRS LENDER PMH, LLC

By: MPT Development Services, Inc.
Its: Sole Member

By: 
Name: R. Steven Hamner
Title: Executive VP & CFO

MPT OF UPPER DARBY PMH, LLC
MPT OF MANCHESTER PMH, LLC
MPT OF ROCKVILLE PMH, LLC
MPT OF SPRINGFIELD PMH, LLC
MPT OF RIDLEY PARK PMH, LLC
MPT OF UPLAND PMH, LLC
MPT OF WATERBURY PMH, LLC

By: MPT Operating Partnership, L.P.
Its: Sole Member of each above-referenced entity

By: 
Name: R. Steven Hamner
Title: Executive VP & CFO

MPT OF VAN NUYS PMH, L.P.

By: MPT of Van Nuys PMH GP, LLC
Its: General Partner

MPT OF HOLLYWOOD PMH, L.P.
By: MPT of Hollywood PMH GP, LLC
Its: General Partner

MPT OF LOS ANGELES PMH, L.P.
By: MPT of Los Angeles PMH GP, LLC
Its: General Partner


MPT OF CULVER CITY PMH, L.P.
By: MPT of Culver City PMH GP, LLC
Its: General Partner

MPT OF BELLFLOWER PMH, L.P.
By: MPT of Bellflower PMH GP, LLC
Its: General Partner

MPT OF NORWALK PMH, L.P.
By: MPT of Norwalk PMH GP, LLC
Its: General Partner

MPT OF TUSTIN PMH, L.P.
By: MPT of Tustin PMH GP, LLC
Its: General Partner

By: MPT Operating Partnership, L.P.
Its: Sole Member of each above-referenced
General Partner entity.

By: 
Name: R. Steven Hamner
Title: Executive VP & CFO

PROSPECT PARTIES:

PROSPECT MEDICAL HOLDINGS, INC.

By: _____
Name: Samuel Lee
Title: Chief Executive Officer

**PROSPECT HEALTHCARE FACILITIES
MANAGEMENT, LLC**

By: _____
Name: Samuel Lee
Title: Chief Executive Officer

PHP HOLDINGS, LLC

By: Prospect Healthcare Facilities
Management, LLC
Title: Manager

By: _____
Name: Samuel Lee
Title: Chief Executive Officer

PROSPECT INTERMEDIATE HOLDINGS, LLC

By: PHP Holdings, LLC
Title: Sole Member

By: Prospect Healthcare Facilities
Management, LLC
Title: Manager

By: _____
Name: Samuel Lee
Title: Chief Executive Officer

PROSPECT DCMH, LLC

By: _____
Name: Samuel Lee
Title: Senior Vice President

PROSPECT CCMC, LLC

By: _____
Name: Samuel Lee
Title: Senior Vice President

PS

PROSPECT MANCHESTER HOSPITAL, INC.

By: _____
Name: Samuel Lee
Title: Senior Vice President

PROSPECT ROCKVILLE HOSPITAL, INC.

By: _____
Name: Samuel Lee
Title: Senior Vice President

SOUTHERN CALIFORNIA HEALTHCARE SYSTEM, INC.

By: _____
Name: Samuel Lee
Title: President

ALTA LOS ANGELES HOSPITALS, INC.

By: _____
Name: Samuel Lee
Title: President

PROSPECT WATERBURY, INC.

By: _____
Name: Samuel Lee
Title: Senior Vice President

ALTA NEWPORT HOSPITAL, LLC

By: _____
Name: Samuel Lee
Title: President

FRMC HOSPITAL PROPERTY, LLC

By: _____
Name: Samuel Lee
Title: Senior Vice President

ANNEX A

GLOSSARY OF DEFINED TERMS

The following terms (whether or not capitalized and whether used in the singular or plural) shall have the following meanings as used in this Agreement:

“Affiliate” with respect to any Person, (i) any Person that, directly or indirectly, controls or is controlled by or is under common control with such Person, or (ii) any other Person that owns, beneficially, directly or indirectly, 25% or more of the outstanding capital stock, shares or Equity Interests of such Person; *provided, however*, that (i) none of Green Equity Investors Side V, LP, Green Equity Investors V, LP or Ivy LGP Co-Invest LLP shall be considered to be “Affiliates” of any of the Prospect Parties for purposes of this definition, (ii) none of MPT Picasso TRS or the other MPT Parties shall be considered to be “Affiliates” of PHP Holdings (or any of the Prospect Parties) following consummation of the Phase I Transactions, and (iii) PHP Holdings and its Subsidiaries, and following the consummation of the Merger, Alta Newport, shall not be considered to be “Affiliates” of any of Prospect Medical and its other Subsidiaries. For the purposes of this definition, “control” (including the correlative meanings of the terms “controlled by” and “under common control with”), as used with respect to any Person, shall mean the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such Person, through the ownership of voting securities or otherwise.

“Agreed Connecticut Shortfall Amount” has the meaning set forth in Section 5.1(a).

“Agreed Pennsylvania Shortfall Amount” has the meaning set forth in Section 3.7(b)(ii).

“Agreement” has the meaning set forth in the preamble hereof.

“ALTA” has the meaning set forth in Section 4.2.

“Alta Newport” means Alta Newport Hospital, LLC, a California limited liability company.

“Amended and Restated Environmental Indemnity” means that certain Amended and Restated Environmental Indemnification Agreement, dated of even date herewith, by and among certain of the Prospect Parties and certain of the MPT Parties, as the same may be modified, amended, or restated from time to time.

“Amended and Restated Guaranty” means that certain Amended and Restated Guaranty Agreement, dated of even date herewith, made by Prospect Medical and certain of the Prospect Parties in favor of certain of the MPT Parties, as the same may be modified, amended, or restated from time to time.

“Amended and Restated Noncompetition Agreement” means that certain Amended and Restated Noncompetition Agreement, dated of even date herewith, by and among certain of the Prospect Parties and certain of the MPT Parties, as the same may be modified, amended, or restated from time to time.

“Amended and Restated Pledge Agreement” means that certain Amended and Restated Pledge Agreement, dated of even date herewith, by and among certain of the Prospect Parties and certain of the MPT Parties, as the same may be modified, amended, or restated from time to time.

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“Amended and Restated Security Agreement” means that certain Amended and Restated Security Agreement, dated of even date herewith, by and among certain of the Prospect Parties and certain of the MPT Parties, as the same may be modified, amended, or restated from time to time.

“Amended and Restated Security Documents” means, collectively: (i) the Amended and Restated Security Agreement, (ii) the Amended and Restated Pledge Agreement, (iii) the Amended and Restated Guaranty, (iv) the Amended and Restated Environmental Indemnity, (v) the Amended and Restated Noncompetition Agreement, (vi) Omnibus Amendment of Collateral Lease Assignments, and (vii) any other documents securing any obligations of any of the Prospect Parties (or their respective Affiliates) to any of the MPT Parties (or their respective Affiliates) entered into in connection herewith.

“Amendment to Connecticut Master Agreement” has the meaning set forth in Section 3.8.

“Audited Balance Sheet” has the meaning set forth in Section 7.4(a).

“Audited Financials” has the meaning set forth in Section 7.4(a).

“Balance Sheet Date” has the meaning set forth in Section 7.4(a).

“Bankruptcy Remote Entity” means, with respect to PHP Holdings, an entity that: (a) generally operates in a manner intended to isolate all financial risks to the fullest extent reasonably practicable, and to minimize the risk of being involved in any voluntary or involuntary bankruptcy proceedings (including any initiated by the PhysicianCo Term Loan Lenders or any other creditors); (b) has implemented governance procedures, organizational structure or other arrangements designed to make PHP Holdings less likely to become the subject of a bankruptcy or insolvency event or to become consolidated into a bankruptcy proceeding of Prospect Medical or its other Affiliates (or any other Person); (c) has implemented arrangements that ensure that the assets of PHP Holdings and its Subsidiaries will not be available to the creditors of, or otherwise be consolidated with, any of Prospect Medical or its other Affiliates (or any other Person); (d) exist solely for the purpose of owning and operating the Subsidiaries that control the Managed Care Business (as reflected on the Prospect Organizational Chart) and activities incidental thereto; (e) engages (directly or indirectly) in no other business or activity other than the Managed Care Business and activities incidental thereto; (f) conducts business only in its own name (or a state-approved fictitious name); (g) does not hold, directly or indirectly, any ownership interest (legal or equitable) in any entity or any real or personal property other than the Equity Interest which it owns as reflected in the Prospect Organizational Chart and the other assets incident to the Managed Care Business (subject to the transfer of Alta Newport as contemplated in this Agreement) without the prior written consent of the MPT Parties; (h) does not have any debt, or guarantee or otherwise obligate itself, with respect to the debts of any other Person (other than its Subsidiaries in connection with the Managed Care Business), including, without limitation, Prospect Medical or its other Affiliates; (i) maintains its own separate books, records and financial statements (subject to consolidation with its Subsidiaries); (j) holds itself out as being a legal entity that is not part of any other legal entity (promptly corrects any known misunderstanding regarding its separate legal identity), and (k) maintains all entity formalities independent of any other entity (including Prospect Medical and its other Affiliates).

“Benefit Plans” has the meaning set forth in Section 7.9(a).

“Business Day” means any day other than Saturday, Sunday, or any day on which the principal commercial banks in the State of New York are authorized or obligated to close under applicable law.

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“Capital Transaction” means any transaction (or series of transactions) that involves aggregate consideration of One Million and No/100 Dollars (\$1,000,000.00) or more (whether in cash, securities, or other property), involving (i) the sale or transfer of all or substantially all of the assets of Prospect Medical or any of its Affiliates, (ii) the sale or transfer of any direct or indirect Equity Interests in Prospect Medical or any of its Affiliates, (iii) the sale or transfer of any direct or indirect Equity Interests owned or held by Prospect Medical or any of its Affiliates (including any joint venture interests), or (iv) any other sale, transfer, merger, reorganization, or consolidation or other transaction that would result in any Person who is not currently an Affiliate of Prospect Medical operating or otherwise having voting control over Prospect Medical or any such Affiliates.

“Capital Transaction Covenants” has the meaning set forth in Section 6.4.

“Capital Transaction Covenant Conditions” means, collectively, the occurrence of all of the following events:

- (i) if any payment obligations under the Pennsylvania Mortgage Loan Note (and related Pennsylvania Mortgage Loan Agreement and Pennsylvania Mortgage) remain outstanding, then:
 - (A) all such payment obligations then due have been paid through the then current date;
 - (B) if, for two (2) consecutive trailing calendar quarters, “Consolidated EBITDAR” (as defined in the Pennsylvania Mortgage Loan Agreement) of Prospect Medical and its Subsidiaries shall greater than Three Hundred Percent (300%) of the Realty Payments (as defined in the Pennsylvania Mortgage Loan Agreement) (as determined utilizing the trailing twelve (12) month operating and financial results of Prospect Medical and its Subsidiaries and measured on a calendar quarterly basis); and
 - (C) if, for two (2) consecutive trailing calendar quarters, “Consolidated EBITDAR” (as defined in the Pennsylvania Mortgage Loan Agreement) of the Borrowers (under and as defined in the Pennsylvania Mortgage Loan Agreement) shall greater than One Hundred Twenty-Five Percent (125%) of the Realty Payments (as defined in the Pennsylvania Mortgage Loan Agreement) (as determined utilizing the trailing twelve (12) month operating and financial results of such Borrowers and measured on a calendar quarterly basis);
- (ii) Prospect Medical and its applicable Subsidiaries are in full compliance with the financial covenants contained in Section 16.1(j) and (k) of Master Lease I and Master Lease II at the time of the Capital Transaction;
- (iii) Prospect Medical and its applicable Subsidiaries have paid all amounts then due and owing by any of them to any of the MPT Parties or their Affiliates; and
- (iv) if all of the foregoing conditions are satisfied in full, no uncured Event of Default then exists under any of the then existing Obligation Documents.

“CDPH” means the California Department of Public Health.

“Closing Date” means, as applicable: (a) with respect to the Phase I Transactions, the effective date of this Agreement, (b) with respect to the Phase II Transactions, the date of the closing of Phase II Transactions as contemplated in ARTICLE IV, and (c) with respect to the Phase III Transactions, the date of the closing of Phase III Transactions as contemplated in ARTICLE V.

“Code” means the Internal Revenue Code of 1986, as amended from time to time.

“Collateral Assignment I” means that certain Collateral Assignment of Fifth Amended and Restated Assignable Option Agreement, dated March 30, 2023, made by Prospect Medical Systems, LLC, a Delaware Limited Liability Company, to and for the benefit of MPT of Upper Darby PMH, LLC, MPT of Manchester PMH, LLC, MPT of Rockville PMH, LLC, MPT of Springfield PMH, LLC, MPT of Ridley Park PMH, LLC, MPT of Upland PMH, LLC, MPT of Waterbury PMH, LLC, MPT TRS Lender PMH, LLC, each a Delaware limited liability company, MPT of Van Nuys PMH, L.P., MPT of Hollywood PMH, L.P., MPT of Los Angeles PMH, L.P., MPT OF Culver City PMH, L.P., MPT of Bellflower PMH, L.P., MPT of Tustin PMH, L.P., and MPT of Norwalk PMH, L.P., each a Delaware limited partnership.

“Collateral Assignment II” means that certain Collateral Assignment of Ninth Amended and Restated Assignable Option Agreement (“Collateral Assignment B”), dated March 30, 2023, made by Prospect Medical Systems, LLC, a Delaware Limited Liability Company, to and for the benefit of MPT of Upper Darby PMH, LLC, MPT of Manchester PMH, LLC, MPT of Rockville PMH, LLC, MPT of Springfield PMH, LLC, MPT of Ridley Park PMH, LLC, MPT of Upland PMH, LLC, MPT of Waterbury PMH, LLC, MPT TRS Lender PMH, LLC, each a Delaware limited liability company, MPT of Van Nuys PMH, L.P., MPT of Hollywood PMH, L.P., MPT of Los Angeles PMH, L.P., MPT OF Culver City PMH, L.P., MPT of Bellflower PMH, L.P., MPT of Tustin PMH, L.P., and MPT of Norwalk PMH, L.P., each a Delaware limited partnership.

“Collateral Assignments” means Collateral Assignment I and Collateral Assignment II.

“Collective Bargaining Agreement” has the meaning set forth in Section 7.10(a).

“Connecticut Closing Payment” has the meaning set forth in Section 5.1(a).

“Connecticut Master Agreement” means that certain Master Agreement (Connecticut Property Dispositions), dated as of October 5, 2022, entered into by certain of the Prospect Parties and certain of the MPT Parties named therein, as the same has been or may be modified, amended, or restated from time to time.

“Connecticut Properties” means the Manchester Property, the Rockville Property, and the Waterbury Property, each as defined in the Connecticut Master Agreement.

“Connecticut Transaction” means the applicable MPT Parties sale of the Connecticut Properties to the applicable Prospect Parties (or to such Person designated by the Prospect Parties) pursuant to the terms of the Connecticut Master Agreement and the other transactions contemplated therein and in the Underlying Acquisition Agreement (as defined in the Connecticut Master Agreement).

“Contracts” means all written contractual agreements relating to or affecting the assets or the operation of the Facilities to which any of the Prospect Parties or their respective Subsidiaries is a party, and all contracts or agreements with regard to the development and construction of any additional Health Care Facilities.

“Conversion Shortfall” has the meaning set forth in Section 4.1(e).

“Default Representation” has the meaning set forth in Section 2.4(d) hereof.

“Deferred Amounts” has the meaning set forth in Section 3.3.

“Deferred Base Rent” has the meaning set forth in Master Lease I and Master Lease II, respectively (and including past due amounts, together with overdue interests and late payment penalties on all past due amounts).

“Deferred Interest” has the meaning set forth in the Foothill Mortgage Loan Note and the TRS Note, respectively (and including past due amounts, together with overdue interests and late payment penalties on all past due amounts).

“Designated Subsidiaries” means:

(a) with respect to Prospect Medical, each of (i) ManageCo, (ii) Prospect DCMH, LLC, (iii) Prospect CCMC, LLC, (iv) Prospect Manchester Hospital, Inc., (v) Prospect Rockville Hospital, Inc., (vi) Southern California Healthcare System, Inc., (vii) Alta Los Angeles Hospitals, Inc., (viii) Prospect Waterbury, Inc., and (ix) Alta Newport Hospital, Inc., and

(b) with respect to PHP Holdings, all of its Subsidiaries (including Foothill Propco).

“Disclosure Schedules” means the Disclosure Schedules delivered by the Prospect Parties concurrently with the execution and delivery of this Agreement.

“Distribution” means any dividend or distribution (whether in cash, securities or other property) made by Prospect Medical to any Person with respect to any direct or indirect Equity Interest in Prospect Medical or any of its Affiliates.

“DMHC” means the California Department of Managed Health Care, together with any successor agency thereto.

“EIK” has the meaning set forth in Section 4.3.

“Electronic Transmission” means any form of communication (including, without limitation, by electronic mail) not directly involving the physical transmission of paper, that creates a record that may be retained, retrieved, and reviewed by a recipient of such record, and that may be directly reproduced in paper form by such a recipient through an automated process.

“Encumbrance” means any mortgage, deed of trust, pledge, hypothecation, assignment, charge or deposit arrangement, lien (statutory or otherwise) or preference, security interest, restrictions or easements or other encumbrance of any kind or nature whatsoever.

“Equity Interests” means with respect to any Person, the voting power, ownership, or other equitable interests of such Person, including any interest represented by any capital stock, convertible or participating debt instruments, membership interest, partnership interest, or any similar interest therein.

“Equity Rollover Transactions” means the applicable MPT Parties exchanging certain of the Outstanding Obligations for PHPH Series A-1 Preferred Units in PHP Holdings as described in this Agreement.

“Facility” has the meaning set forth in Master Lease I, Master Lease II, and the Foothill Mortgage Loan Agreement, as applicable.

“Financial Statements” has the meaning set forth in Section 7.4(a).

“Foothill Facility” has the meaning ascribed thereto in the Foothill Mortgage Loan Agreement.

“Foothill Lease” has the meaning set forth in Section 3.1(c).

“Foothill Mortgage” means that certain Deed of Trust, Security Agreement and Fixture Filing, dated August 23, 2019, and filed of record on August 29, 2019 under Document Number 2019000324068 in the official records of Orange County, California, and amended pursuant to that certain Amendment to Deed of Trust, Security Agreement and Fixture Filing, dated July 26, 2022, and filed of record on August 9, 2022 under Document Number 2022000272512 in the official records of Orange County, California, as the same have been or shall be further amended, modified, or restated from time to time.

“Foothill Mortgage Loan Agreement” means, collectively, that certain Real Estate Loan Agreement, dated August 23, 2019, as amended by that certain Amendment to Real Estate Loan Agreement (Tranche 2 Advances), dated July 26, 2022, as further modified, amended, or restated from time to time.

“Foothill Mortgage Loan Documents” means, collectively, the Foothill Mortgage Loan Agreement, the Foothill Mortgage Loan Note, the Foothill Mortgage, and all of the other documents entered into in connection therewith, as each of the same may be as modified, amended, or restated from time to time.

“Foothill Mortgage Loan Note” means that certain Amended and Restated Promissory Note (Mortgage Loan), dated as of July 26, 2022, made by Alta Newport in favor of MPT Foothill Lender in the amount of One Hundred and Fifty-One Million Two Hundred Sixty-Six Thousand Seven Hundred and No/100 Dollars (\$151,266,700.00), as the same has been or may be modified, amended or restated from time to time.

“Foothill Propco” means FRMC Hospital Property, LLC, a California limited liability company and a wholly-owned subsidiary of PHP Holdings.

“Forbearance Agreement” means that certain Second Amended and Restated Forbearance Agreement, dated as of March 24, 2023, by and among Prospect Medical and certain of the other Prospect Parties named therein and certain of the MPT Parties named therein, as the same may have been amended, modified, supplemented, or extended from time to time.

“GAAP” shall mean generally accepted accounting principles in the United States as in effect from time to time and applied consistently throughout the periods involved.

“Governing Documents” has the meaning set forth in Section 7.1(a).

“Governmental Body” means any (a) national, federal, state, provincial, county, municipal or local government, foreign or domestic, (b) political subdivision of any of the foregoing or (c) entity, authority, agency, ministry or other similar body exercising any legislative, executive, judicial, regulatory or

administrative authority or functions of or pertaining to government, including any court, commission, tribunal or other quasi-governmental entity established to perform any such function (including, without limitation, the Securities and Exchange Commission, the Internal Revenue Service, the DMHC, and the California Board of Pharmacy).

“Government Programs” means all state and federal health benefit programs sponsored by a Governmental Body, including any “federal health care program” as defined in 42 U.S.C. § 1320a-7b(f), Medicare and Medicare Advantage, state Medicaid programs, state CHIP programs, TRICARE and similar or successor programs with or for the benefit of any Governmental Body.

“Health Care Facility” has the meaning set forth in Section 856(e)(3)(D)(ii) of the Code.

“Healthcare Laws” shall mean all applicable Laws relating to health care providers and facilities, participation in Government Programs, participation in Payor Programs, Information Privacy and Security Laws, institutional and professional licensure, pharmacology and dispensing medicines or controlled substances, medical documentation and professional orders, medical record retention, laboratory services, unprofessional conduct, fee-splitting, corporate practice of medicine, referrals, billing and submission of false or fraudulent claims, claims processing, quality, safety, medical necessity, informed consent, the hiring of employees or acquisition of services or supplies from Persons excluded from participation in Government Programs, standards of care, quality assurance, risk management, utilization review, peer review, mandated reporting of incidents, occurrences, diseases and events, advertising or marketing of health care services, and the enforceability of restrictive covenants on health care professionals, including: (a) the Federal anti-kickback law (42 U.S.C. § 1320a-7b(b)), the Federal False Claims Law (42 U.S.C. § 1320a-7b(a)), the Federal physician self-referral law (42 U.S.C. § 1395nn), the Federal False Claims Act (31 U.S.C. § 3729, *et seq.*), the Federal Civil Monetary Penalties Law (42 U.S.C. § 1320a-7a), the Federal Program Fraud Civil Remedies Act (31 U.S.C. § 3801 *et seq.*) and the Federal Health Care Fraud Law (18 U.S.C. § 1347), the Beneficiary Inducement Statute (42 U.S.C. § 1320a-7a(a)(5)), the Confidentiality of Alcohol and Drug Abuse Patient Records Act (42 U.S.C. § 290ee-3, *et seq.*), the Clinical Laboratory Improvement Act (42 U.S.C. § 263a, *et seq.*), the Medicare Prescription Drug, Improvement and Modernization Act of 2003 (P.L. 108-173, 117 Stat. 2066), the Food, Drug and Cosmetic Act of 1938 (21 U.S.C. § 301, *et seq.*), the Prescription Drug Marketing Act of 1987 (P.L. 100-293, 102 Stat. 95), the Deficit Reduction Act of 2005 (P.L. 109-171, 120 Stat. 4), the Controlled Substances Act (21 U.S.C. 801, *et seq.*); (b) Title XVIII of the Social Security Act, 42 U.S.C. §§ 1395-1395hhh (the Medicare statute), including the amendments implemented by the Medicare Prescription Drug, Improvement, and Modernization Act of 2003 and the Medicare Improvements for Patients and Providers Act of 2008; (c) Title XIX of the Social Security Act, 42 U.S.C. §§ 1396-1396v (the Medicaid statute); (d) TRICARE, 10 U.S.C. § 1071 *et seq.*; (e) the Patient Protection and Affordable Care Act (Pub. L. 111-148) as amended by the Health Care and Education Reconciliation Act of 2010 (Pub. L. 111-152); and (f) all applicable regulations promulgated under each of the foregoing Healthcare Laws.

“Healthcare Licenses” means, collectively, all applicable licenses, approvals, qualifications, variances, certificates of need, franchises, accreditations, certificates, certifications, consents, permits and other authorizations and contracts issued by any Governmental Body which may be (i) necessary for the operation of the Managed Care Business or of each of the Facilities as a general acute care hospital facility (and for such other legal ancillary uses as may be necessary in connection with or incidental to such uses), or (ii) required for certification and participation under Medicare and Medicaid legislation and regulations, the provider programs of any Governmental Body for the Managed Care Business and each particular Facility, the United States Department of Health and Human Services, and the Centers for Medicare and Medicaid

Services, and/or state or federal Title XVIII and/or Title XIX provider programs applicable for each such Facility.

“HIPAA” shall mean the Health Insurance Portability and Accountability Act of 1996, as the same may be amended, modified or supplemented from time to time, and any successor statute thereto, and any and all rules or regulations promulgated from time to time thereunder.

“HospitalCo Intercreditor Agreement” means that certain Intercreditor Agreement, dated of even date herewith, entered into between the certain of the MPT Parties and the PhysicianCo Term Loan Lenders under the HospitalCo Term Loan Agreement, as the same may be amended, modified, or restated from time to time.

“HospitalCo Term Loan Agreement” means that certain Financing Agreement, dated of even date herewith, entered into between certain Prospect Medical and MPT Picasso TRS, pursuant to which MPT Picasso TRS has made a term loan to Prospect Medical in the original principal amount of Seventy-Five Million and No/100 Dollars (\$75,000,000.00), as the same may be amended, modified, or restated from time to time.

“HospitalCo Parties” means all of the Prospect Parties, other than PHP Holdings and its Subsidiaries, and Alta Newport.

“Indebtedness” means any obligation (whether incurred as a principal or as surety) for the payment or repayment of money, whether present or future, actual or contingent.

“Information Privacy and Security Laws” shall mean HIPAA and any other laws concerning the privacy and/or security of personal information, including but not limited to the Gramm-Leach-Bliley Act, state data breach notification laws, state health information privacy laws, the Federal Trade Commission Act and state consumer protection laws.

“Insurance Policies” has the meaning set forth in Section 7.12(a).

“Intercompany Subordination Agreement” means that certain Intercompany Subordination Agreement, to be dated of even date herewith, entered into by (a) certain of the Prospect Parties and certain of their Affiliates, (b) MPT TRS Lender PMH, LLC (in its capacity as administrative agent and collateral agent for the “HospitalCo Creditors” as defined therein), (c) Wilmington Trust, National Association, in its capacity as administrative agent and collateral agent for the “CB Creditors” as defined therein), and (d) certain of the MPT Parties named therein.

“Knowledge” or “Knowledge of the Prospect Parties” shall mean with respect to the Prospect Parties, the actual or deemed knowledge of a particular fact or matter if (i) with respect to any of the Prospect Parties, its chief executive officer, president, Samuel Lee, George Pillari, and Eric Samuels (collectively, “Knowledge Group”), has actual knowledge of such fact or matter or (ii) any of such Knowledge Group would reasonably be expected to discover or otherwise become aware of such fact or matter after conducting a reasonably diligent inquiry.

“Law” means any federal, state or local statute, rule, regulation, ordinance, order, code, policy or rule of common law, now or hereafter in effect, and in each case as amended, and any judicial or administrative interpretation thereof by a Governmental Body or otherwise, including, without limitation, any judicial or administrative order, consent, decree or judgment.

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“Letter of Credit” means the “Letter of Credit” as defined in each of Master Lease I, Master Lease II, and the Pennsylvania Mortgage Loan Agreement.

“Liability” shall mean any and all debts, liabilities, expenses, commitments, obligations, actions and damages of any kind, character or description, whether direct or indirect, contingent or absolute, matured or unmatured, accrued or not accrued, asserted or not asserted, known or unknown, disputed or undisputed, joint or several, secured or unsecured, liquidated or unliquidated, determined, determinable or otherwise, whenever or however arising (including whether arising under any Law, Litigation or Order and those arising under any Contract), and whether or not the same would be required by GAAP to be reflected in financial statements or disclosed in the notes thereto.

“Licenses” shall mean all notifications, accreditations, licenses, Permits, franchises, certificates and certifications, approvals, exemptions, classifications, registrations and other similar documents and authorizations issued by any Governmental Body (including, without limitation, all Healthcare Licenses), and applications, amendments and modifications of any of the foregoing.

“Litigation” has the meaning set forth in Section 7.7(a).

“Lodging Facility” has the meaning set forth in Section 856(d)(9)(D)(ii) of the Code.

“Look-Back Date” shall mean July 19, 2019.

“ManageCo” has the meaning set forth in the preamble hereof.

“Managed Care Business” means value-based-managed care business operated by Prospect Medical, PHP Holdings, and certain of their respective Affiliates.

“Management Agreement” means that certain Management Services Agreement to hereafter be entered into in connection with the Phase II Transactions by and among ManageCo, PHP Holdings, and Alta Newport (and any other applicable Subsidiaries required be joined thereto), substantially in the form attached hereto as **EXHIBIT D**.

“Master Lease I” means that certain Master Lease Agreement, dated August 23, 2019, by and among the Master Lease I Lessors and Master Lease I Lessees, as the same has been modified, amended, or restated from time to time.

“Master Lease I Amendment” means an amendment to Master Lease I to sever the applicable properties, Master Lease I Lessees, and Master Lease I Lessors (and to effect such other related actions) as described in this Agreement.

“Master Lease I Lessees” means, collectively, Prospect CCMC, LLC, Prospect DCMH, LLC, each a Pennsylvania limited liability company, Prospect Manchester Hospital, Inc., and Prospect Rockville Hospital, Inc., each a Connecticut corporation, and any other Person which becomes a “Lessee” under Master Lease I.

“Master Lease I Lessors” means, collectively, MPT of Upper Darby PMH, LLC, MPT of Manchester PMH, LLC, MPT of Rockville PMH, LLC, MPT of Springfield PMH, LLC, and MPT of Ridley Park PMH, LLC,

Annex A
Glossary

-9-

each a Delaware limited liability company and any other Person which becomes a “Lessor” under Master Lease I.

“Master Lease II” means that certain Master Lease Agreement, dated August 23, 2019, by and among the Master Lease II Lessors and Master Lease II Lessees, as the same has been modified, amended, or restated from time to time.

“Master Lease II Amendment” means an amendment to Master Lease II to sever the applicable properties, Master Lease II Lessees, and Master Lease II Lessors (and to effect such other related actions) as described in this Agreement.

“Master Lease II Lessees” means, collectively, Southern California Healthcare System, Inc., a California corporation, Alta Los Angeles Hospitals, Inc., a California corporation, Prospect Waterbury, Inc., a Connecticut corporation, and Prospect CCMC, LLC, a Pennsylvania limited liability company, and any other Person which becomes a “Lessee” under Master Lease II.

“Master Lease II Lessors” means, collectively, MPT of Van Nuys PMH, L.P., MPT of Hollywood PMH, L.P., MPT of Los Angeles PMH, L.P., MPT of Culver City PMH, L.P., MPT of Bellflower PMH, L.P., and MPT of Norwalk PMH, L.P., each a Delaware limited partnership, and MPT of Upland PMH, LLC, and MPT of Waterbury PMH, LLC, each a Delaware limited liability company, and any other Person which becomes a “Lessor” under Master Lease II.

“Master Leases” means, collectively, Master Lease I and Master Lease II.

“Material Adverse Effect” means, with respect to any Prospect Party, any change, event(s), occurrence(s) or effect(s), whether direct or indirect, that, both before and after giving effect to the transactions contemplated by this Agreement, could, individually or in the aggregate, have a material adverse effect, the cost of which exceeds or could reasonably be expected to exceed Ten Million and No/100 Dollars (\$10,000,000.00), on (a) the business, properties, results of operations, assets, revenue, income or condition (financial or otherwise) of, or the ability to timely satisfy the obligations or liabilities (whether absolute or contingent) of, such Prospect Party, (b) such Prospect Party’s business or assets, or (c) the ability of such Prospect Party to perform its obligations under, and/or consummate the transactions contemplated by, this Agreement within the time periods specified herein.

“Material Contracts” shall mean the following Contracts to the extent in effect as of the date hereof:

- (a) any collective bargaining agreements;
- (b) any equity purchase, option or similar plans;
- (c) agreements or indentures relating to the borrowing of money or to mortgaging, pledging or otherwise placing an Encumbrance, except for Permitted Encumbrances, on any material portion of the assets of any of the Prospect Parties;
- (d) any guaranty of any obligation for borrowed money or other material guaranty;
- (e) any existing agreements relating to any material business acquisitions by any of the Prospect Parties or their respective Affiliates;

- (f) any Contract (other than confidentiality and non-solicitation agreements entered into in the ordinary course) which places any material limitation on any of the Prospect Parties from freely engaging in business anywhere in the world;
- (g) any Contracts or orders with any Governmental Body for payments to any of the Prospect Parties in excess of Five Percent (5%) of the gross revenue of any such Prospect Parties in any given year;
- (h) any Contract for capital expenditures or the acquisition or construction of fixed assets requiring payments by Prospect Medical or any of its Subsidiaries in excess of Five Million Dollars (\$5,000,000);
- (i) any material management agreement whereby either (i) any of the Prospect Parties or their respective Subsidiaries is managed by a third party or (ii) a material line of the operating business is managed by a third party at one or more of the Facilities; and
- (j) any third-party participation, reimbursement, provider, managed care, or similar payor contract or agreement to which the Facilities are parties exceeding Five Percent (5%) of the gross revenue of the Facilities, as applicable, in any given year.

“Merger” has the meaning set forth in Section 4.2.

“Most Recent Annual Financials” has the meaning set forth in Section 7.4(a).

“Most Recent Balance Sheet” has the meaning set forth in Section 7.4(a).

“MPT Advance Convertible Note” means that certain Convertible Promissory Note, dated as of March 31, 2023, in the original principal amount of Fifty Million and No/100 Dollars (\$50,000,000.00), made by PHP Holdings in favor of MPT Picasso TRS, as the same may be amended, modified, or restated from time to time.

“MPT Foothill Lender” means MPT of Tustin PMH, L.P., a Delaware limited partnership.

“MPT Indemnified Parties” has the meaning set forth in Section 10.1.

“MPT Op” means MPT Operating Partnership, L.P., a Delaware limited partnership.

“MPT Parties” has the meaning set forth in the preamble hereof.

“MPT Parties’ Resolutions” has the meaning set forth in Section 3.9(b).

“MPT Picasso TRS” has the meaning set forth in the preamble hereof.

“MPT Representative” has the meaning set forth in Section 11.21(c).

“MPT TRS Lender” means MPT TRS Lender PMH, LLC, a Delaware limited liability company.

“Multiemployer Plan” has the meaning set forth in Section 7.9(a).

“Net Capital Proceeds” means an amount equal to the proceeds received by Prospect Medical or its Affiliates in connection with or as a result of any Capital Transaction, less (i) the payment of taxes, reasonable third party transaction fees, and payments to minority interest holders, in each case, with respect to such Capital Transaction, and (ii) an amount, not to exceed five percent (5%) of the purchase price of a Capital Transaction, to be reserved by Prospect Medical or its Affiliates for any post-closing net working capital adjustments provided for in the definitive agreement with respect to such Capital Transaction. Notwithstanding the foregoing, in connection with the CT Transaction, Net Capital Proceeds shall be equal to the Net Transaction Proceeds (as defined in the Connecticut Master Agreement).

“Obligation Documents” has the meaning set forth in the Master Lease I, Master Lease II, the Pennsylvania Restructuring Documents, together with the TRS Note, the MPT Advance Convertible Note, the Amended and Restated Security Documents, and any other guaranty agreements, security agreements, pledge agreements, subordination agreements, or other agreements, documents, or instruments entered into or delivered from time to time by any of the Prospect Parties or their Affiliates (or direct or indirect Equity Interest holders) in connection therewith.

“OFAC” has the meaning set forth in Section 7.17(e).

“Omnibus Amendment of Collateral Lease Assignments” means that certain Omnibus Amendment of Collateral Lease Assignments, dated of even date herewith, and among certain of the Prospect Parties and certain of the MPT Parties, as the same may be modified, amended, or restated from time to time (and including the requisite landlord counterparty consents thereto).

“Orders” has the meaning set forth in Section 7.7(b).

“Ordinary Course of Business” means, with respect to the business of Prospect Medical, PHP Holdings, and their respective Subsidiaries, the ordinary course of business consistent with past custom and practice (including with respect to quantity and frequency).

“Original Restructuring Agreement” means that certain Master Restructuring Agreement, dated as of July 26, 2022, by and among certain of the Prospect Parties and the MPT Parties named therein, as amended by that certain First Amendment to Master Restructuring Agreement, dated October 5, 2022, the same may be further modified, amended, or restated from time to time.

“Other Applicable Subsidiaries” shall mean, collectively, all Subsidiaries of Prospect Medical that are parties to the Amended and Restated Pledge Agreement (other than the Designated Subsidiaries).

“Outstanding Obligations” means (i) all amounts owed under the Foothill Mortgage Loan Note, including without limitation, all interest, principal, Deferred Interest, additional interest, and any other amounts owed thereunder, (ii) all amounts owed pursuant to the TRS Note, including without limitation, all principal, interest, Deferred Interest and any other amounts thereunder, (iii) all Deferred Base Rent due and payable under and as defined in Master Lease I, (iv) all Deferred Base Rent due and payable under and as defined in Master Lease II, (v) all amounts (if any) owed pursuant to the MPT Advance Convertible Note, including without limitation, all principal, interest, Deferred Interest and any other amounts thereunder, and (vi) any other outstanding payment obligations due and payable by any of Prospect Medical or its Affiliates to the applicable MPT Parties or their Affiliates when all of the foregoing obligations in subsections (i) through (v) above have been paid and satisfied in full to the MPT Parties (including any outstanding payment obligations now or hereafter arising under Master Lease I, Master Lease II, or the Pennsylvania

Restructuring Documents), in each case in the amounts as of the date hereof specified pursuant to Section 2.2 hereof.

“Outstanding Property Insurance” means the aggregate outstanding amount of the premiums and other costs for property insurance to be reimbursed by the applicable Prospect Parties to the applicable MPT Parties pursuant to Master Lease I, Master Lease II, and the Foothill Mortgage Loan Agreement, which amount is specified in the attached EXHIBIT A.

“Party” and “Parties” have the meanings set forth in the preamble hereof.

“Patriot Act” has the meaning set forth in Section 7.17(a).

“Payor Contract” has the meaning set forth in Section 7.14(e).

“Payor Programs” means all Government Programs, and all other third-party healthcare benefit plans and programs (including, but not limited to, those offered or administered by health maintenance organizations, preferred provider organizations, health benefit plans, waiver provider organizations and health insurance plans), to which claims for payment are submitted, presented or paid (in whole or part) by any of the Prospect Parties or any of their respective Subsidiaries.

“PBGC” means the Pension Benefit Guaranty Corporation, or any successor thereto.

“Pennsylvania Facilities” means, collectively: (i) the Springfield Facility, the Taylor Facility, and the Delaware County Facility (as each such term is defined in Master Lease I) and (ii) the Crozer-Chester Facility (as such term is defined in Master Lease II).

“Pennsylvania Lessees” means, collectively, Prospect CCMC, LLC and Prospect DCMH, LLC, each a Pennsylvania limited liability company.

“Pennsylvania Lessors” means, collectively, MPT of Springfield PMH, LLC, MPT of Ridley Park PMH, LLC, MPT of Upper Darby PMH, LLC, and MPT of Upland PMC, LLC, each a Delaware limited liability.

“Pennsylvania Mortgage” has the meaning set forth in Section 3.7 hereof.

“Pennsylvania Mortgage Borrower” means the Pennsylvania Lessees.

“Pennsylvania Mortgage Lenders” means the Pennsylvania Lessors.

“Pennsylvania Mortgage Loan Agreement” has the meaning set forth in Section 3.7 hereof.

“Pennsylvania Mortgage Loan Note” has the meaning set forth in Section 3.7 hereof.

“Pennsylvania Purchase and Sale Agreement” means that certain Purchase and Sale Agreement, dated of even date herewith, by and among the Pennsylvania Lessees, as buyers, and the Pennsylvania Lessors, as sellers.

“Pennsylvania Purchase Price” has the meaning set forth in Section 3.7 hereof.

“Pennsylvania Restructuring Documents” means, collectively, the Pennsylvania Purchase Agreement, the Pennsylvania Mortgage Loan Agreement, the Pennsylvania Mortgage Loan Note, the Pennsylvania Subordination and Attornment Agreement, and each of the deeds, bills of sale, terminations, amendments, and other documents, instruments, certificates, or agreements contemplated therein or executed pursuant thereto, as each of the same may be amended or modified from time to time.

“Pennsylvania Subordination and Attornment Agreement” has the meaning set forth in Section 3.7 hereof.

“Permits” means any license, permit, consent, registration, authorization, approval, certificate or certificate of need (or similar Governmental Body approval) issued by or pending with any Governmental Body and accreditations.

“Permitted Encumbrance” shall mean each of (a) Encumbrances for or arising from current taxes not yet delinquent or which may hereafter be paid without penalty or which are being contested in good faith by appropriate proceedings; (b) defects or imperfections of title or other Encumbrances not interfering with the marketability or the Ordinary Course of Business of the Facilities or the Managed Care Business; and (c) any other matters, Encumbrances and defects that have been or are otherwise hereafter expressly approved in writing by any of the MPT Parties and/or provided as a “Permitted Encumbrance” (or similar words of import) in any document by and between any MPT Party, on the one hand, and any Prospect Party on the other (including those Encumbrances subject to the PhysicianCo Intercreditor Agreement and as expressly permitted in the Obligation Documents and in the Real Property Asset Purchase Agreement dated as of July 10, 2019).

“Permitted Transactions” means:

- (a) the Connecticut Transaction, subject to the terms set forth in the Connecticut Master Agreement;
- (b) the sale of all or substantially all of the assets of the Business and Joint Ventures (each as defined in the RI Purchase Agreement) on the terms set forth in such RI Purchase Agreement; or
- (c) the sale of all or substantially all of the assets of Coordinated Regional Care Group, LLC (“CRCG”) and/or any of its Subsidiaries (or Equity Interests in CRCG and its Subsidiaries holding such assets).

“Person” means an individual, a corporation, a limited liability company, a general or limited partnership, an unincorporated association, a joint venture, a governmental body or another entity or group.

“Phase I Convertible Note” means that certain Convertible Promissory Note, dated of even date herewith, made by PHP Holdings as more particularly described in Section 3.3(b) hereof, and pursuant to which PHP Holdings grants to the holder thereof the right to convert on a dollar-for-dollar basis all principal, interests and other amounts payable thereunder into PHPH Series A-1 Preferred Units in the manner set forth therein.

“Phase I Outstanding Obligations” has the meaning set forth in Section 3.2(c) hereof.

“Phase I Transactions” means, collectively, the transactions contemplated in ARTICLE III of this Agreement.

“Phase II Transactions” means, collectively, the transactions contemplated in ARTICLE IV of this Agreement.

“Phase III Transactions” means, collectively, the transactions contemplated in ARTICLE V of this Agreement.

“PHP Holdings” has the meaning set forth in the preamble hereof.

“PHP Holdings LLC Agreement” means that certain Third Amended and Restated Limited Liability Company Agreement for PHP Holdings, dated contemporaneously herewith, by and among PHP Holdings, Prospect Medical and MPT Picasso TRS, as the same may be modified, amended or restated from time to time.

“PHP Holdings Pledge Agreement” means that certain Pledge Agreement, to be dated as of the date hereof, executed by PHP Holdings in favor of MPT Picasso TRS, pursuant to which PHP Holdings is pledging its equity in Prospect Health Plan, Inc. and Prospect Intermediate Holdings, LLC to secure PHP Holdings’ obligations under the Phase I Convertible Note, as the same may be modified, amended or restated from time to time.

“PHP Holdings Pro Forma Financials” has the meaning set forth in Section 7.4(a).

“PHP Holdings Representative” has the meaning set forth in Section 11.21(b).

“PHPH MidCo” means Prospect Intermediate Holdings, LLC, a Delaware limited liability company.

“PHPH Net Equity Value” has the meaning set forth in Section 2.3.

“PHPH Series A-1 Preferred Units” means the “Series A-1 Preferred Units,” as defined in the PHP Holdings LLC Agreement.

“PHPH Series A-2 Preferred Units” means the “Series A-2 Preferred Units,” as defined in the PHP Holdings LLC Agreement.

“PHS” has the meaning set forth in Section 3.1(d).

“Physician Holdings” means Prospect Physician Holdings, Inc., a California professional medical corporation.

“PhysicianCo Intercreditor Agreement” means that certain Intercreditor Agreement, dated of even date herewith, entered into between the certain of the MPT Parties and the PhysicianCo Term Loan Lenders under the PhysicianCo Term Loan Agreement, as the same may be amended, modified, or restated from time to time.

“PhysicianCo Term Loan” has the meaning set forth in Section 2.3(b).

“PhysicianCo Term Loan Agreement” means that certain Financing Agreement, dated of even date herewith, entered into between certain Subsidiaries of PHP Holdings set forth therein and the PhysicianCo Term Loan Lenders, pursuant to which the PhysicianCo Term Loan Lenders have collectively made a term

loan to PhysicianCo Term Loan Borrowers in the original principal amount of Three Hundred Seventy-Five Million and No/100 Dollars (\$375,000,000.00), as the same may be amended, modified, or restated from time to time.

“PhysicianCo Term Loan Borrowers” has the meaning set forth in Section 2.3(b).

“PhysicianCo Term Loan Documents” means the PhysicianCo Term Loan Agreement and any guaranty agreements, security agreements, pledge agreements, subordination agreements, or other agreements, documents, or instruments entered into or delivered from time to time by any of the Prospect Parties to the PhysicianCo Term Loan Lenders in connection therewith.

“PhysicianCo Term Loan Lenders” means those Persons that are lenders under and pursuant to the PhysicianCo Loan Agreement.

“PPG” has the meaning set forth in Section 3.1(d).

“Present Fair Salable Value” means the amount that may be realized if the aggregate assets of (a) Prospect Medical, PHP Holdings, and each of their respective Subsidiaries, or (b) PHP Holdings and its Subsidiaries, as applicable, are sold as an entirety with reasonable promptness in an arm’s length transaction under then-present conditions for the sale of comparable business enterprises.

“Priming Lien” means any first priority lien granted by any Prospect Party in the tangible personal property (and products and proceeds thereof) to a lender providing financing for such Prospect Party to purchase such items of tangible personal property, and any extension, refinancing, replacement or renewal thereof.

“Prospect CCMC” means Prospect CCMC, LLC, a Pennsylvania limited liability company.

“Prospect DCMH” means Prospect DCMH, LLC, a Pennsylvania limited liability company.

“Prospect Indemnified Parties” has the meaning set forth in Section 10.3.

“Prospect Medical” has the meaning set forth in the preamble hereof.

“Prospect Organizational Chart” has the meaning set forth in Section 2.3.

“Prospect Parties” has the meaning set forth in the preamble hereof.

“Prospect Parties’ Resolutions” has the meaning set forth in Section 3.9(a).

“Prospect Representative” has the meaning set forth in Section 11.21(a).

“Redemption Agreements” means those certain Redemption Agreements, dated of even date herewith, by and among the Company, and each of PPG, and PHS, pursuant to which the Company has redeemed all of the Series A-2 Preferred Units previously held by PPG and PHS.

“Release and Waiver Agreement” means a Release and Waiver Agreement, duly executed by all of the Prospect Parties and delivered to the MPT Parties as described in Section 2.5 hereof.

“Released Defaults” means only those certain defaults under the Obligation Documents by the Prospect Parties that are described on the attached EXHIBIT E, including with respect thereto all manner of action or actions, causes of action, whether in law or equity, suits, debts, liens, remedies, contracts, agreements, promises, liabilities, judgments, claims, demands, damages, counterclaims, defenses, assertions, allegations, rights of setoff, suits, sums of money owed, reckonings, bonds, covenants, contracts, controversies, proceedings, agreements, promises, doings, omissions, variances, losses, costs, attorneys’ fees, and expenses of whatever nature or kind whatsoever, whether fixed or contingent, asserted or unasserted, at law or in equity, in contract or tort, unsecured, secured, priority, administrative or otherwise, whether asserted, unasserted, suspected, unsuspected, accrued, unaccrued, patent, latent, liquidated, unliquidated, fixed, contingent, pending, threatened, now existing, or which may arise in the future, and all resulting damages, including, but not limited to, all actual damages, compensatory damages, consequential damages, statutory damages, punitive and exemplary damages, prejudgment and post-judgment interest, attorneys’ fees and costs of court, and all other damages related to or arising out of claims by any MPT Parties related to such defaults.

“Required Consents” has the meaning set forth in Section 4.1(e).

“Restructuring Documents” means this Agreement and any other documents, instruments, certificates, or agreements to entered into by any of the Parties in connection with the transactions contemplated herein.

“Restructuring Term Sheet” has the meaning set forth in the recitals to this Agreement.

“Restructuring Transactions” means those actions taken by the Parties, in addition to the Equity Rollover Transactions, to restructure the remaining Outstanding Obligations, as described in this Agreement.

“RI Purchase Agreement” means that certain Asset Purchase Agreement dated as of November 18, 2022, by and among Centurion Foundation, Inc., Prospect and each of Prospect CharterCare, LLC, Prospect CharterCARE RWMC, LLC, Prospect RI Home Health and Hospice, Prospect CharterCARE Home Health & Hospice, LLC, New University Medical Group, LLC, Prospect CharterCARE SJSHRI, LLC, Prospect CharterCARE Physicians, LLC, Prospect CharterCARE Ancillary Services, LLC and Prospect Blackstone Valley Surgicare, LLC.

“Schedule Supplement” has the meaning set forth in Section 11.10.

“Series A-1 Subscription Agreement” means that certain Series A Preferred Unit Subscription Agreement, dated of even date herewith, among PHP Holdings and MPT Picasso TRS, pursuant to which MPT Picasso TRS will subscribe for and acquire 69,494 units of Series A-1 Preferred Units as more particularly described in Section 3.2(a) hereof.

“Solvent” means, when used with respect to Prospect Medical or PHP Holdings, as applicable, means that, as of the applicable date of determination:

- (a) the Present Fair Salable Value of the assets of, as applicable: (i) Prospect Medical and each of its Subsidiaries, or (i) PHP Holdings and each of its Subsidiaries, will, as of such date, exceed all of its debts, as of such date,

(b) as applicable, (i) Prospect Medical and each of its Subsidiaries, or (ii) PHP Holdings and each of its Subsidiaries, will not have, or have access to, as of such date, an unreasonably small amount of capital for the business in which they are engaged or will be engaged, and

(c) as applicable, (i) Prospect Medical and each of its Subsidiaries, or (ii) PHP Holdings and each of its Subsidiaries, is able to pay their debts as they become absolute and mature, in the Ordinary Course of Business, taking into account the timing of and amounts of cash to be received by them and the timing of and amounts of cash to be payable on or in respect of its indebtedness, in each case after giving effect to the transactions contemplated herein.

The term “Solvency” shall have a correlative meaning. For purposes of the definition of “Solvent”: (1) “debt” means liability on a “claim”; and (2) “claim” means any right to payment, whether or not such a right is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, secured or unsecured or the right to an equitable remedy for breach of performance if such breach gives rise to a right to payment, whether or not such right to an equitable remedy is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, secured or unsecured.

“Subsidiary” or “Subsidiaries” mean, with respect to any Person, any other Person, of which an amount of the voting securities, voting ownership or voting partnership interests of which is sufficient to control such Person or elect at least a majority of its board of directors or other governing body (or, if there are no such control / voting interests, 50% or more of the Equity Interests of which), is owned directly or indirectly by such first Person. For the purposes hereof, the term Subsidiary shall include all Subsidiaries of any such Subsidiary.

“Support Services Agreement” means that certain Support Services Agreement, dated effective as of March 31, 2023, by and between Prospect Medical and PHP Holdings.

“Tax Returns” shall mean any report, return, document or other filing (including any additional or supporting material and any amendments or supplements) required to be supplied to any Governmental Body with respect to Taxes.

“Taxes” shall mean any and all taxes, charges, fees, levies or other assessments, including, without limitation, any and all income, gross receipts, excise, real and personal property (including leaseholds and interests in leaseholds), sales, use, occupation, transfer, license, ad valorem, gains, profits, gift, minimum estimated, alternative minimum, social security, unemployment, disability, premium, recapture, credit, payroll, withholding, severance, stamp, capital stock, value added leasing, franchise and other taxes or similar charges of any kind including any interest and penalties on or additions thereto or attributable to any failure to comply with any requirement regarding any tax return.

“Tranche 1 Advance” means the advance by MPT Foothill Lender to Alta Newport in the amount of Fifty-One Million Two Hundred Sixty-Six Thousand Seven Hundred and No/100 Dollars (\$51,266,700.00), as evidenced by and further defined in the Foothill Mortgage Loan Note.

“Tranche 2 Additional Interest” means the outstanding “Additional Interest” (as defined in the Foothill Mortgage Loan Agreement) specified in the attached EXHIBIT A.

“Tranche 2 Advances” means the additional loan advances made by MPT Foothill Lender to Alta Newport in the amount of (i) Fifty Million and No/100 Dollars (\$50,000,000.00) on May 2, 2022 and (ii) Fifty Million and No/100 Dollars (\$50,000,000.00) on May 31, 2022, as evidenced by and further defined in the Foothill Mortgage Loan Note.

“TRS Note” means that certain Promissory Note, dated as of August 23, 2019, in the original principal amount of One Hundred Twelve Million Nine Hundred Thirty Seven Thousand Two Hundred Four and No/100 Dollars (\$112,937,204.00), made by Prospect Medical in favor of MPT TRS Lender, as amended by the Amendment to Promissory Note, dated May 27, 2021, as the same have been or may be amended, modified, or restated from time to time.

“Uncured Defaults” means those certain matters under the Obligation Documents by the Prospect Parties that are described on the attached **EXHIBIT F**.

“WARN” has the meaning set forth in Section 7.10(e).

“Yale Consent” has the meaning set forth in Section 3.8.

EXHIBIT A

OUTSTANDING OBLIGATIONS

Phase I Obligations	Amount
Tranche 1 Advance (Foothill Mortgage Loan)	\$ 51,266,700.00
Tranche 2 Advance (Foothill Mortgage Loan)	\$ 100,000,000.00
Tranche 2 Additional Interest (Foothill Mortgage Loan)	\$9,137,500.00
Accrued Base Interest -- Foothill Mortgage	\$6,433,187.69
TRS Note – Principal	\$ 112,937,204.00
Accrued Base Interest – TRS Note	\$4,936,603.11
MPT Advance Convertible Note - Principal	\$50,000,000.00
Accrued Base Interest – MPT Advance Convertible Note	\$588,888.89
Deferred Amounts	\$182,605,385.16
Agreed Pennsylvania Shortfall Amount	\$100,000,000.00
Agreed Connecticut Shortfall Amount	\$102,942,998.00
2020/2021 & 2021/2022 Outstanding Property Insurance Premium	\$783,708.00
TOTAL:	\$721,632,174.85

Exhibit A - 1

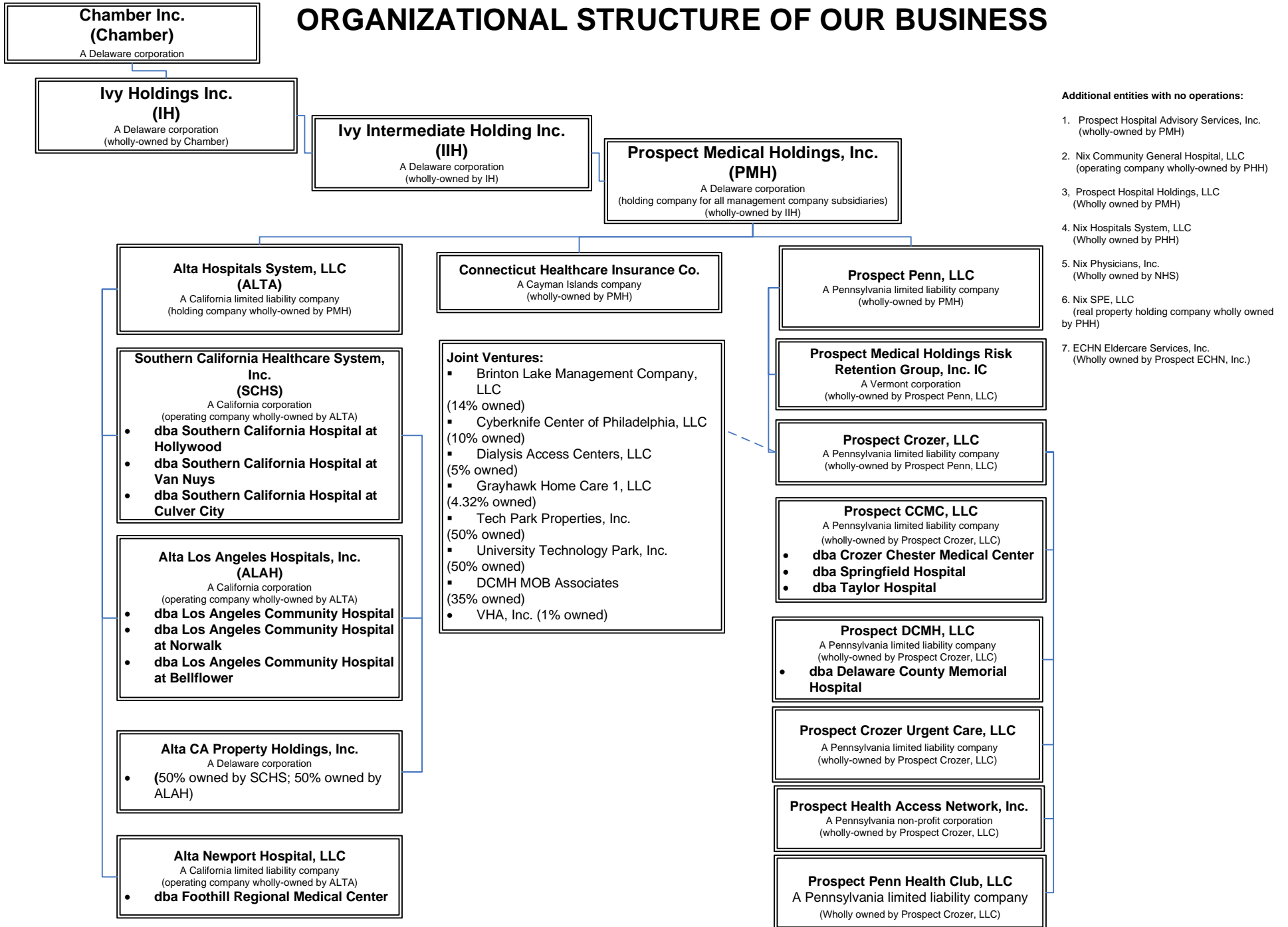
EXHIBIT B

PROSPECT ORGANIZATIONAL CHART

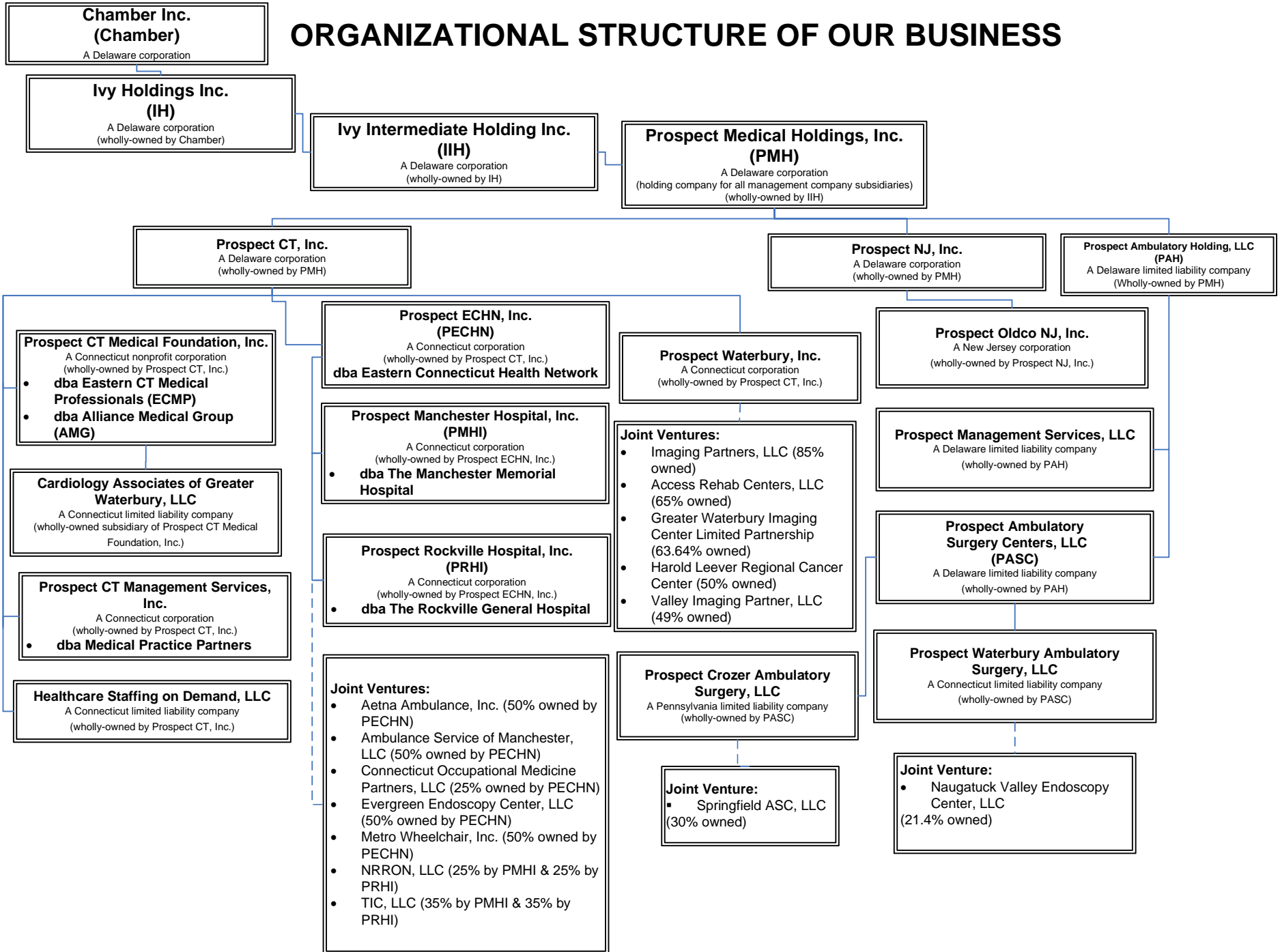
See Attached.

Exhibit B - 1

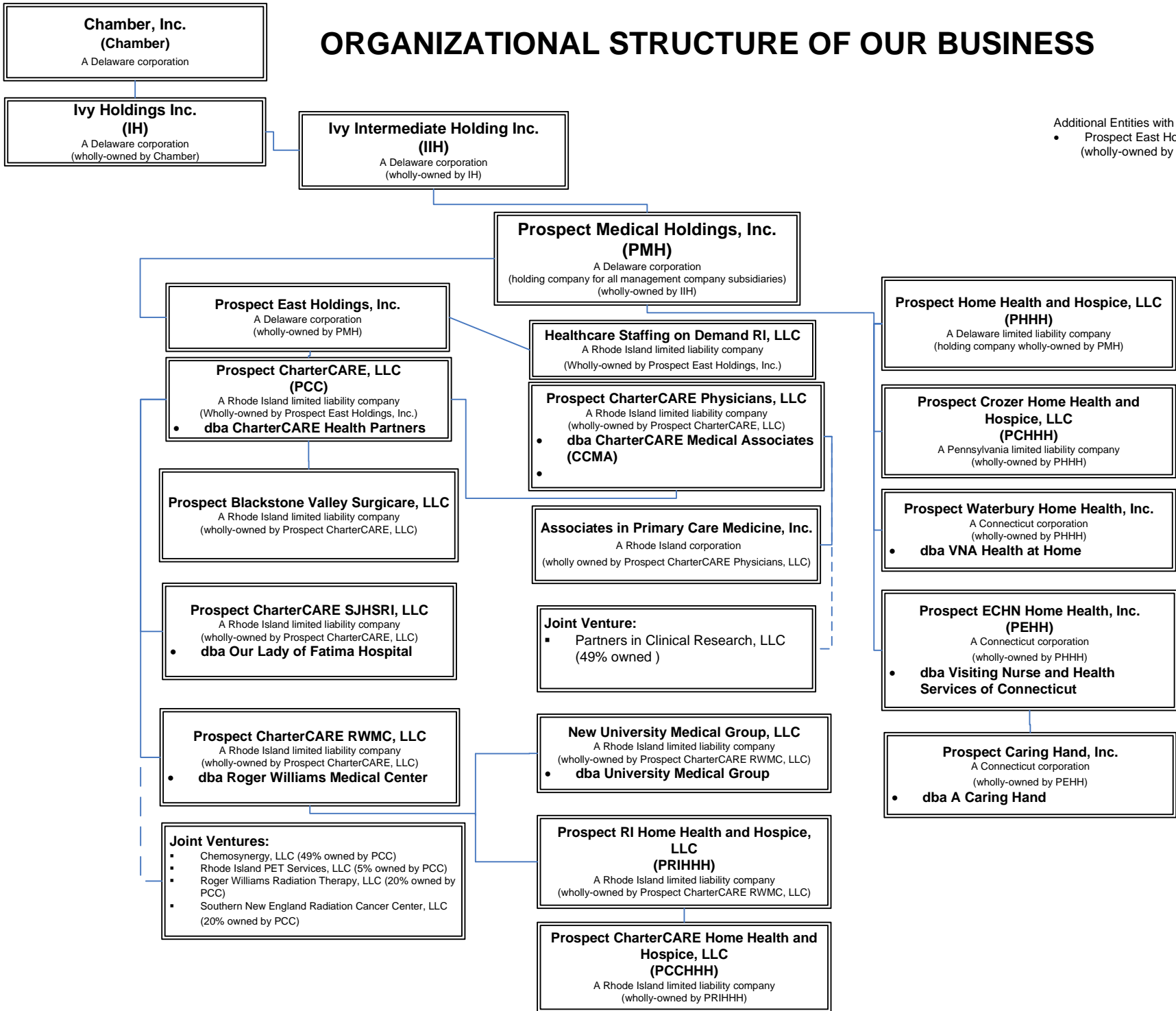
ORGANIZATIONAL STRUCTURE OF OUR BUSINESS



ORGANIZATIONAL STRUCTURE OF OUR BUSINESS



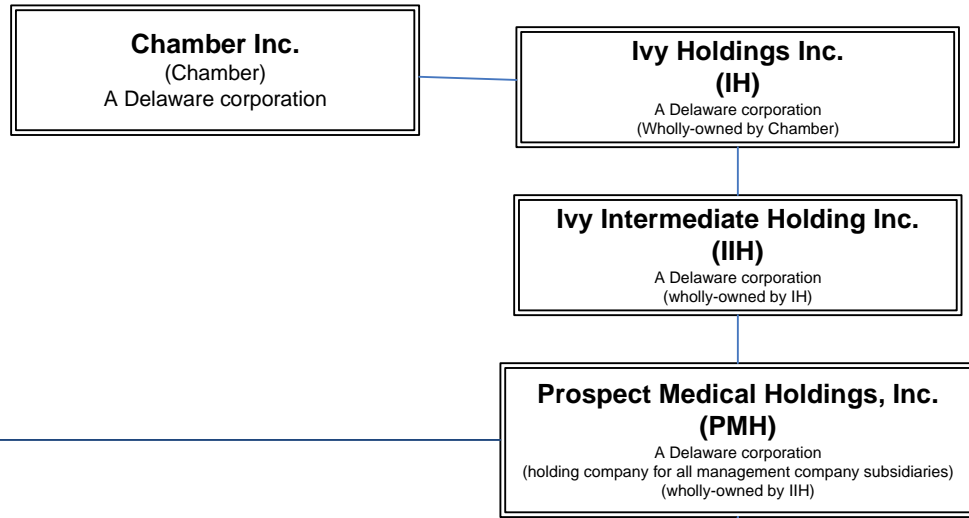
ORGANIZATIONAL STRUCTURE OF OUR BUSINESS



Additional Entities with no Operations:

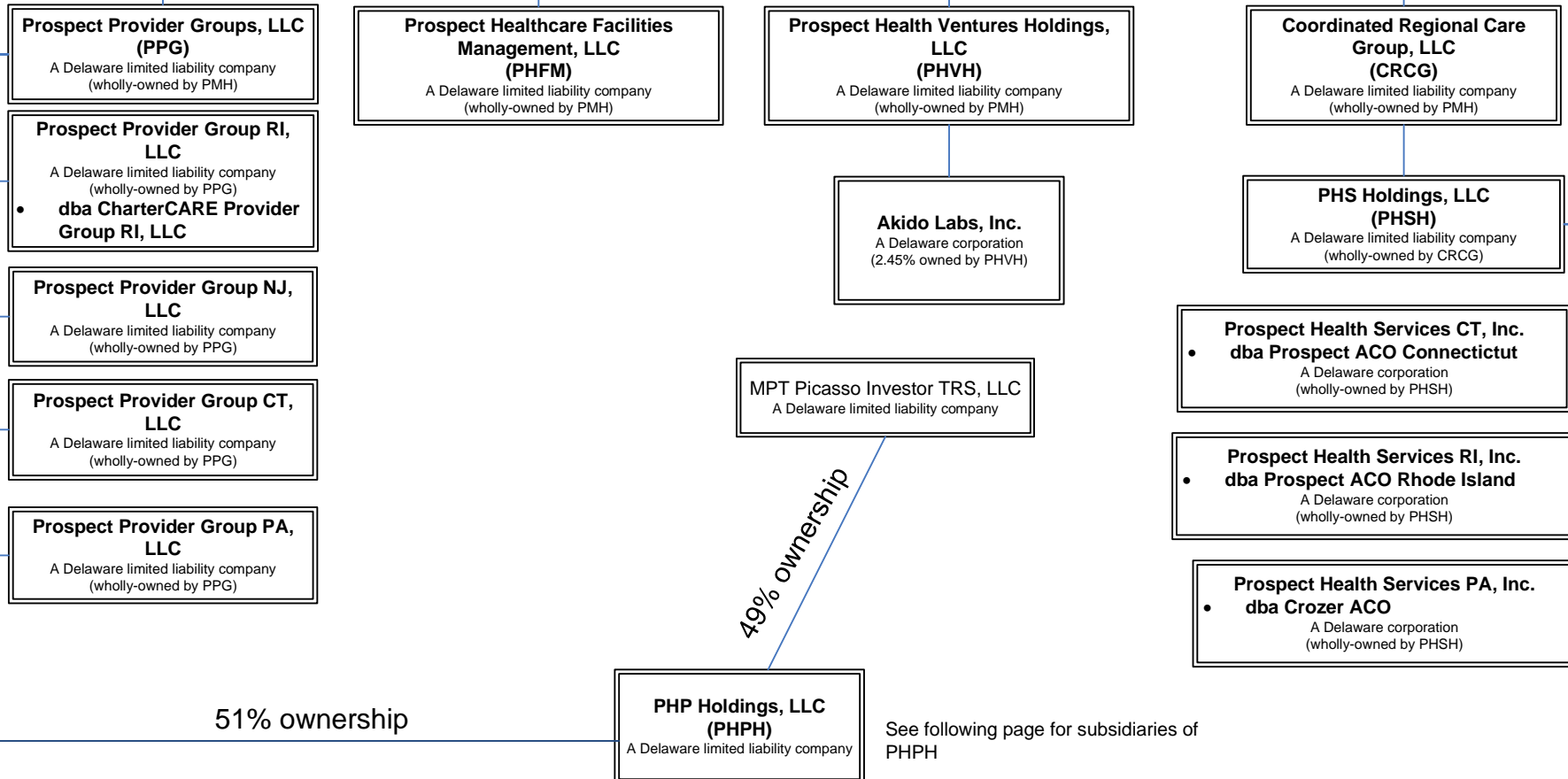
- Prospect East Hospital Advisory Services, LLC (wholly-owned by PMH)

ORGANIZATIONAL STRUCTURE OF OUR BUSINESS



Additional entities with no operations:

1. Prospect Integrated Behavioral Health, Inc. (wholly-owned by CRCG)
2. Prospect ACO Holdings, LLC (wholly-owned by CRCG)
3. Prospect ACO Northeast, LLC (wholly-owned by PACOH)



See following page for subsidiaries of PHPH

ORGANIZATIONAL STRUCTURE OF OUR BUSINESS

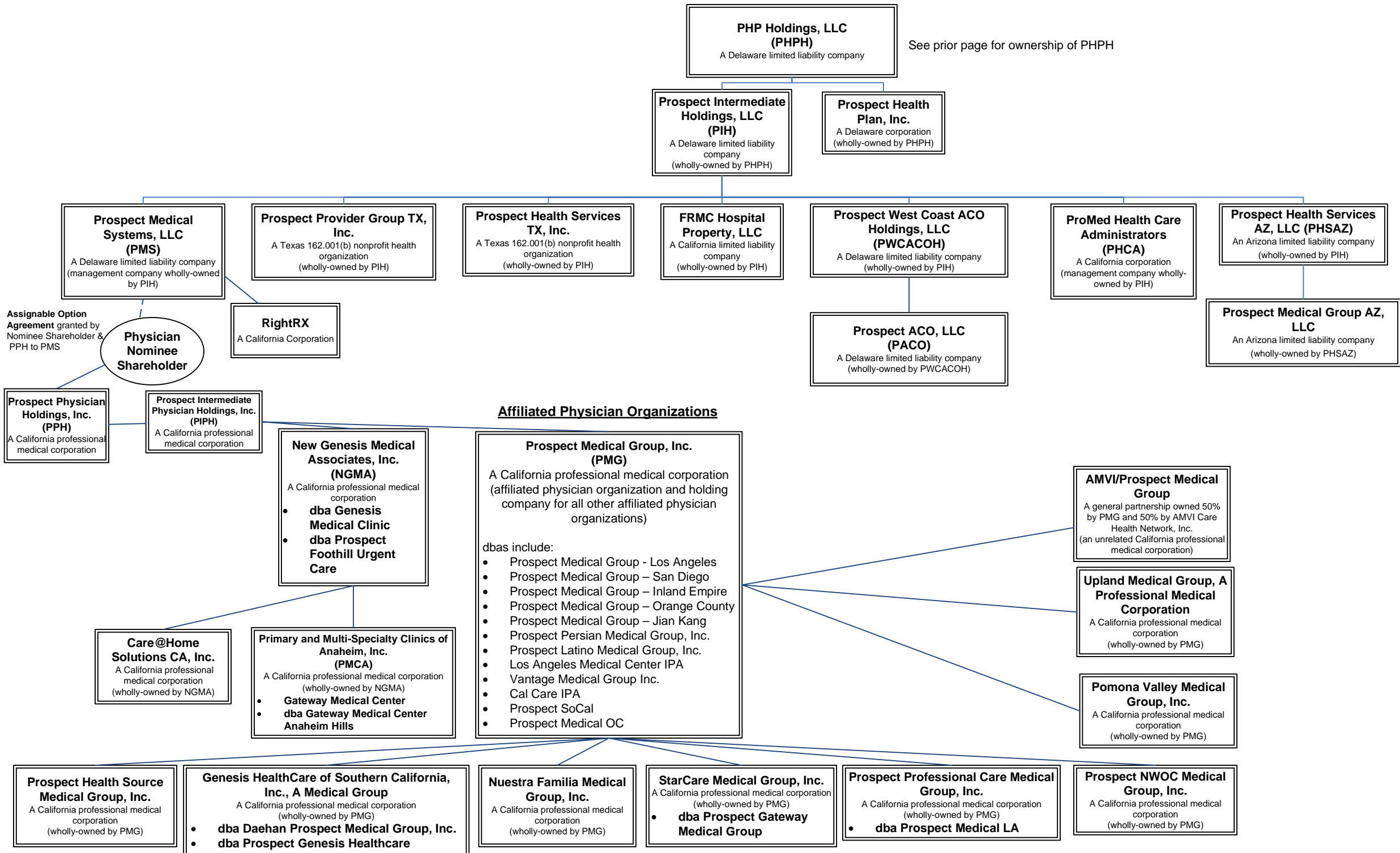


EXHIBIT C

FORM OF RELEASE AND WAIVER AGREEMENT

See Attached.

Exhibit C - 1

RELEASE AND WAIVER AGREEMENT

THIS RELEASE AND WAIVER AGREEMENT (this “Release”) is made and entered into effective as of this ____ day of _____, 202__ (the “Effective Date”), by **PROSPECT MEDICAL HOLDINGS, INC.**, a Delaware corporation (“Prospect Medical”), and each of its respective undersigned Affiliates (such Affiliates, together with Prospect Medical, collectively, the “Prospect Parties”), for the benefit and in favor of each of the undersigned Affiliates of MPT Operating Partnership, L.P., a Delaware limited partnership (collectively, the “MPT Parties”). The Prospect Parties, the MPT Parties, and certain of their respective affiliates have entered into that Amended and Restated Master Restructuring Agreement, dated as of May 23, 2023 (as amended, modified, or restated from time to time, the “Restructuring Agreement”). The Prospect Parties and the MPT Parties are herein sometimes referred to individually as a “Party” and collectively, as the “Parties.”

W I T N E S S E T H:

WHEREAS, as an inducement for the MPT Parties to enter into and deliver the Restructuring Agreement and to consummate the transactions which are to be consummated on the Effective Date under the terms of the Restructuring Agreement, each of the Prospect Parties desire to enter into and deliver this Release to the MPT Parties.

NOW, THEREFORE, in consideration of the foregoing inducements, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Prospect Parties do hereby agree as follows:

1. **Defined Terms.** Capitalized terms used but not otherwise defined herein shall have the meaning ascribed thereto under the Restructuring Agreement, unless otherwise specifically noted.

2. **General Release and Waiver by Prospect Parties and Affiliates.**

(a) Subject to the other terms, conditions, and limitations set forth in this Release, the Prospect Parties, on behalf of themselves and their respective Affiliates and Subsidiaries, and each of their respective members, stockholders, managers, directors, officers, employees, partners, members, equityholders, controlling or controlled persons, managers, agents, advisors, representatives, and their respective successors and assigns (collectively, the “Prospect Releasers”), effective as of the Effective Date, hereby irrevocably and unconditionally release, waive, and forever discharge the MPT Parties and each of their respective Affiliates, members, stockholders, directors, officers, successors, assigns, agents, employees, representatives and attorneys, and all Persons acting by, through, under, or in concert with any of the aforesaid Persons (collectively, the “MPT Releasees”), from and against any and all demands, actions, causes of action, suits, covenants, contracts, controversies, agreements, promises, sums of money, accounts, bills, reckonings, damages and any and all other claims, counterclaims, defenses, rights of set-off, demands and liabilities whatsoever (individually, a “Claim” and collectively, “Claims”) of every name and nature, known or unknown, suspected or unsuspected, both at law and in equity, which any of the Prospect Releasers may now or hereafter own, hold, have or claim to have against the MPT Releasees or any of them for, upon, or by reason of any circumstance, action, cause or thing whatsoever which arose prior to the Effective Date, for or on account of, or in relation to, or otherwise in connection with (i) the Outstanding Obligations (as of the date hereof), (ii) any of Master Lease I, Master Lease II, the TRS Note, the Foothill Mortgage Loan Documents, [the Pennsylvania Restructuring Documents, the Amended and Restated Security Documents, and all of the other Obligation Documents]¹ and the MPT Advance Convertible Note,

¹ Note to From: To be included in the Phase II and Phase III Release and Waiver Agreements together with any other Obligation Documents then in effect.

or (iii) the Restructuring Agreement and any of the other documents or agreements contemplated therein, *provided, however*, that the Claims released and waived by the Prospect Releasers hereunder shall not include (x) any rights or Claims which cannot be waived as a matter of law, (y) any Claim that is determined in a final, non-appealable judgment by a court of competent jurisdiction to have resulted from the gross negligence, willful misconduct, or fraud of any MPT Releasee, or (z) any rights or Claims that arise on or after the Effective Date, including but not limited to, any Claims related to the agreements and transactions contemplated by the [Phase I Transactions, Phase II Transactions or Phase III Transactions]² (as such terms are defined in the Restructuring Agreement), including, for the avoidance of doubt, the Restructuring Agreement and the PHP Holdings LLC Agreement (as defined in the Restructuring Agreement) or any other Claims arising under the Restructuring Agreement regardless of when such Claim arose.

(b) Each of the Prospect Parties, for itself and on behalf of any other Prospect Releasers, acknowledges that the legal requirements of many states provide substantially the following:

“A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.”

Each of the Prospect Parties, for itself and on behalf of any other Prospect Releasers, understand that the foregoing gives the Prospect Parties the right not to release existing claims of which the Prospect Parties are not aware, unless the Prospect Parties voluntarily choose to waive this right. Having been so apprised, each of the Prospect Parties, for itself and on behalf of any other Prospect Releasers, nevertheless hereby voluntarily elect to and waive the rights described above (or such other comparable statute, rule, regulation or order) with respect to the Claims released in subsection (a) above, and elect to assume all risks for claims that exist, existed or may hereafter exist in its favor, known or unknown, suspected or unsuspected, solely arising out of or related to such released Claims, in each case, effective upon the Effective Date. Each of the Prospect Parties, for itself and on behalf of any other Prospect Releasers, acknowledge and agree that the foregoing waiver is an essential and material term of the released Claims by the Prospect Parties and that, without such waiver, the MPT Parties would not have agreed to the terms of this Release.

3. Representations and Warranties. The Parties acknowledge and agree that the respective representations and warranties of the Prospect Parties to the MPT Parties as set forth in the Restructuring Agreement shall be applicable to this Release in all respects. The Prospect Parties, jointly and severally, further represent and warrant to the MPT Parties that none of the Prospect Parties (nor any of the Prospect Releasees) have (a) assigned, transferred, or conveyed, or (b) purported to assign, transfer, or convey, or (c) placed or permitted any Encumbrance on, and each Party covenants that such Party will not assign, transfer, or convey to any third party, or place or permit any lien or encumbrance on any right or interest that it may have in or with respect to any Claim (or portion thereof or interest therein) that is released, waived, or discharged pursuant by this Release.

4. Covenants. Each of the Prospect Parties, on behalf of itself and each of the Prospect Releasers, hereby absolutely, unconditionally and irrevocably, covenants and agrees with and in favor of each of the MPT Releasees that none of the Prospect Parties nor any of the Prospect Releasers shall (a) assign, transfer, or convey to any unaffiliated third party, or place or permit any Encumbrance on, any right or interest that it may have in or with respect to any Claim (or portion thereof or interest therein) that is

² Note to From: To be updated at each closing.

released, waived, and discharged pursuant by this Release, or (b) absent suits related to matters expressly carved-out in Section 2 above, sue (at law, in equity, in any regulatory or arbitration proceeding or otherwise) on the basis of any Claim released, waived, or discharged pursuant to this Release.

5. Effect of Releases.

(a) The Prospect Parties understand there is a risk that, subsequent to the execution of this Release, they may discover claims or facts in addition to, or different from, those which they know or believe to exist, in connection with the Claims released, waived, and discharged pursuant by this Release and that, notwithstanding the foregoing, it is the Prospect Parties' intention to assume the risk of such unknown and unanticipated claims and facts with respect to such Claims. For the purpose of implementing a full and complete release and settlement of such Claims, the Prospect Parties expressly acknowledge that this Release is intended to include all Claims arising out of, arising under, or related to the relationship between and among the Parties from the beginning of time to the Effective Date, even those which any one or more of the Parties do not know or suspect to exist at the time this Release is signed, and further, that this Release extinguishes and discharges any and all such Claims described herein, and the relationship between and among the Parties from the beginning of time to the Effective Date, except as specifically set forth in this Release. The Prospect Parties acknowledge that this Release was bargained for, and that there are no representations by, or conduct of, anyone being relied upon by them in entering into this Release, except as specifically provided herein.

(b) Each of the Parties acknowledge and agree that (i) the releases, waivers and discharges set forth in this Release may be pleaded as a full and complete defense and may be used as a basis for an injunction against any action, suit or other proceeding which may be instituted, prosecuted or attempted in breach of the provisions hereof, and (ii) no fact, event, circumstance, evidence or transaction which could now be asserted or which may hereafter be discovered shall affect in any manner the final, absolute and unconditional nature of the provisions set forth above. The provisions of this Release shall survive the consummation of the transactions contemplated by the Restructuring Agreement but shall only apply to the Claims released under this Release and shall not be expanded by the consummation of the transactions contemplated by the Restructuring Agreement.

6. Joint Drafting by Counsel. Each Party acknowledges and represents and warrants to the other Parties that such Party has been represented by and relied upon counsel of such party's own choosing in the negotiation, preparation and execution of this Release. The Parties and their respective counsel have participated in the drafting and redrafting of this Release and the general rules of construction which would construe any provisions of this Release in favor of or to the advantage of one Party as opposed to the other as a result of one Party drafting this Release as opposed to the other or in resolving any conflict or ambiguity in favor of one Party as opposed to the other on the basis of which Party drafted this Release are hereby expressly waived by all Parties to this Release.

7. Counterparts. This Release may be executed in multiple counterparts, any one of which need not contain the signature of more than one party, but all such counterparts taken together shall constitute one and the same instrument.

8. Delivery by Electronic Transmission. This Release and any signed agreement entered into in connection herewith or contemplated hereby, and any amendments hereto or thereto, to the extent signed and delivered by means of a facsimile machine or by .pdf, .tif, .gif, .jpeg or similar attachment to electronic mail, shall be treated in all manner and respects as an original contract and shall be considered to have the same binding legal effects as if it were the original signed version thereof delivered in person. At the request of any party hereto or to any such contract, each other party hereto or thereto shall re-execute original forms thereof and deliver them to all other parties. No Party hereto or to any such contract shall raise the use of a facsimile machine or by .pdf, .tif, .gif, .jpeg or similar attachment to electronic mail to

deliver a signature or the fact that any signature or contract was transmitted or communicated through the use of facsimile machine or by .pdf, .tif, .gif, .jpeg or similar attachment to electronic mail as a defense to the formation of a contract and each such party forever waives any such defense.

9. **Binding Effect.** This Release shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns.

10. **Severability.** Whenever possible, each provision of this Release shall be interpreted in such manner as to be effective and valid under applicable Law, but if any provision of this Release is held to be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Release, unless the severance of such provision would be in opposition to the parties' intent with respect to such provision. If, for any reason, any part of this Release is deemed to be prohibited, invalid or unenforceable with respect to any particular Party, that shall not affect or impair the operation or effect of this Release with respect to all of the other Parties.

11. **Further Actions.** Each of the Parties shall (and shall cause their respective Affiliates to) perform any further acts and execute and deliver any documents or instruments that may be reasonably necessary to carry out the provisions of this Release.

12. **Injunctive Relief.** Each of the Prospect Parties recognizes and affirms that in the event of a breach of this Release by any Prospect Releasor, money damages may be inadequate and the MPT Releasees may have no adequate remedy at law. Accordingly, the Prospect Parties agree that the MPT Releasees shall have the right, in addition to any other rights and remedies existing in their favor at law or in equity, to enforce their rights and the Prospect Releasors' obligations hereunder not only by an action or actions for damages but also by an action or actions for specific performance, injunctive and/or other equitable relief (without posting of bond or other security). The Prospect Parties agree not to assert that a remedy of specific performance or other equitable relief is unenforceable, invalid, contrary to law or inequitable for any reason, and not to assert that a remedy of monetary damages would provide an adequate remedy or that the MPT Releasees otherwise have an adequate remedy at law.

13. **Expenses.** Should any Party bring suit to enforce this Release against the other Party, or otherwise seek any remedy against any of the Parties hereunder, whether at law or equity, for any alleged breach or violation of this Release, the prevailing Party or Parties in any such proceeding shall be entitled to recover its/their expenses incurred in connection therewith from the opposing Parties, including, without limitation, all reasonable attorneys' fees and expert and consultant fees and costs, all court costs, all reproduction and information management expenses, all court report and transcription costs, all communication charges, and the like.

14. **Governing Law.** THIS RELEASE SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF DELAWARE APPLICABLE TO CONTRACTS EXECUTED AND PERFORMED IN SUCH STATE, WITHOUT GIVING EFFECT TO CONFLICTS OF LAW PRINCIPLES.

15. **Jurisdiction and Venue.** THE PARTIES CONSENT TO PERSONAL JURISDICTION IN THE STATE OF DELAWARE. THE PARTIES AGREE THAT ANY ACTION OR PROCEEDING ARISING FROM OR RELATED TO THIS RELEASE SHALL BE BROUGHT AND TRIED EXCLUSIVELY IN THE STATE OR FEDERAL COURTS OF DELAWARE. EACH OF THE PARTIES IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY OBJECTION TO THE LAYING OF VENUE OF ANY SUCH ACTION OR PROCEEDING BROUGHT IN ANY SUCH COURT. THE PARTIES EXPRESSLY ACKNOWLEDGE THAT DELAWARE IS A FAIR, JUST AND REASONABLE FORUM AND AGREE NOT TO SEEK REMOVAL OR TRANSFER OF ANY ACTION

FILED BY THE OTHER PARTY IN SAID COURTS. FURTHER, EACH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY CLAIM THAT SUCH SUIT, ACTION OR PROCEEDING HAS BEEN BROUGHT IN AN INCONVENIENT FORUM. SERVICE OF ANY PROCESS, SUMMONS, NOTICE OR DOCUMENT BY CERTIFIED MAIL ADDRESSED TO A PARTY AT THE ADDRESS DESIGNATED PURSUANT TO RESTRUCTURING AGREEMENT SHALL BE EFFECTIVE SERVICE OF PROCESS AGAINST SUCH PARTY FOR ANY ACTION OR PROCEEDING BROUGHT IN ANY SUCH COURT. A FINAL JUDGMENT IN ANY SUCH ACTION OR PROCEEDING BROUGHT IN ANY SUCH COURT MAY BE ENFORCED IN ANY OTHER COURT TO WHOSE JURISDICTION ANY OF THE PARTIES IS OR MAY BE SUBJECT.

16. Waiver of Jury Trial. TO THE MAXIMUM EXTENT PERMITTED BY LAW, EACH OF THE PARTIES HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE THE RIGHT TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON, ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS RELEASE, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENT (WHETHER VERBAL OR WRITTEN) OR ACTION OF EITHER PARTY OR ANY EXERCISE OF ANY PARTY OF THEIR RESPECTIVE RIGHTS HEREUNDER OR IN ANY WAY RELATING TO THIS RELEASE OR THE REAL PROPERTY (INCLUDING ANY CLAIM OR DEFENSE ASSERTING THAT THIS RELEASE WAS FRAUDULENTLY INDUCED OR IS OTHERWISE VOID OR VOIDABLE). THIS WAIVER IS A MATERIAL INDUCEMENT FOR LENDER TO ENTER INTO THIS RELEASE.

17. Entire Agreement; Modification. This Release and the documents referred to herein (including the Restructuring Agreement, Restructuring Documents under the Restructuring Agreement and for the limited purposes set forth herein, the Restructuring Agreement constitute the entire agreement and understanding of the Parties hereto pertaining to the Claims and other subject matter contained herein and supersedes all prior oral or written agreements, representations, warranties and understandings of the Parties hereto with respect to the subject matter hereof. It is expressly agreed that there are no verbal understandings or agreements which in any way change the terms, covenants, and conditions set forth in this Release, and that no modification of this Release and no waiver of any of its terms and conditions shall be effective unless it is made in writing and duly executed by the Parties. The Parties have not relied upon, and shall not be entitled to rely upon, any prior or contemporaneous agreements, understandings, representations or statements (oral or written) other than this Release in effecting the transactions contemplated herein or otherwise.

[SIGNATURES ARE ON THE FOLLOWING PAGES]

IN WITNESS WHEREOF, the parties have caused this Release and Waiver Agreement to be executed by their duly authorized officers to be effective as of the Effective Date.

PROSPECT PARTIES:

PROSPECT MEDICAL HOLDINGS, INC.

By: _____

Name: _____

Title: _____

**PROSPECT HEALTHCARE FACILITIES
MANAGEMENT, LLC**

By: _____

Name: _____

Title: _____

PHP HOLDINGS, LLC

By: Prospect Healthcare Facilities Management,
LLC

Title: Manager

By: _____

Name: _____

Title: _____

PROSPECT INTERMEDIATE HOLDINGS, LLC

By: PHP Holdings, LLC

Title: Sole Member

By: Prospect Healthcare Facilities Management,
LLC

Title: Manager

By: _____

Name: _____

Title: _____

PROSPECT DCMH, LLC

By: _____

Name: _____

Title: _____

PROSPECT CCMC, LLC

By: _____

Name: _____

Title: _____

[Signatures Continue on Following Page]

PROSPECT MANCHESTER HOSPITAL, INC.

By: _____
Name: _____
Title: _____

PROSPECT ROCKVILLE HOSPITAL, INC.

By: _____
Name: _____
Title: _____

**SOUTHERN CALIFORNIA HEALTHCARE
SYSTEM, INC.**

By: _____
Name: _____
Title: _____

ALTA LOS ANGELES HOSPITALS, INC.

By: _____
Name: _____
Title: _____

PROSPECT WATERBURY, INC.

By: _____
Name: _____
Title: _____

ALTA NEWPORT HOSPITAL, LLC

By: _____
Name: _____
Title: _____

FRMC HOSPITAL PROPERTY, LLC

By: _____
Name: _____
Title: _____

[Signatures Continue on Following Page]

MPT PARTIES:

**MPT OF UPPER DARBY PMH, LLC
MPT OF MANCHESTER PMH, LLC
MPT OF ROCKVILLE PMH, LLC
MPT OF SPRINGFIELD PMH, LLC
MPT OF RIDLEY PARK PMH, LLC
MPT OF UPLAND PMH, LLC
MPT OF WATERBURY PMH, LLC**

By: MPT Operating Partnership, L.P.
Its: Sole Member of each above-referenced entity

By: _____
Name: _____
Title: _____

MPT TRS LENDER PMH, LLC

By: MPT Development Services, Inc.
Its: Sole Member

By: _____
Name: _____
Title: _____

MPT OF VAN NUYS PMH, L.P.

By: MPT of Van Nuys PMH, GP, LLC
Its: General Partner

MPT OF HOLLYWOOD PMH, L.P.

By: MPT of Hollywood PMH, GP, LLC
Its: General Partner

MPT OF LOS ANGELES PMH, L.P.

By: MPT of Los Angeles PMH, GP, LLC
Its: General Partner

MPT OF CULVER CITY PMH, L.P.

By: MPT of Culver City PMH, GP, LLC
Its: General Partner

[Signatures Continue on Following Page]

MPT OF BELLFLOWER PMH, L.P.

By: MPT of Bellflower PMH, GP, LLC
Its: General Partner

MPT OF NORWALK PMH, L.P.

By: MPT of Norwalk PMH, GP, LLC
Its: General Partner

MPT OF TUSTIN PMH, L.P.

By: MPT of Tustin PMH, GP, LLC
Its: General Partner

By: MPT Operating Partnership, L.P.
Its: Sole Member of each above-referenced general partnership entity

By: _____
Name: _____
Title: _____

MPT PICASSO INVESTORS TRS, LLC

By: MPT Operating Partnership, L.P.
Its: Sole Member

By: _____
Name: _____
Title: _____

EXHIBIT D
MANAGEMENT AGREEMENT

See Attached.

Exhibit D - 1

MANAGEMENT SERVICES AGREEMENT

THIS MANAGEMENT SERVICES AGREEMENT (this “Agreement”) is made and entered into as of this [] day of [], 2023 (the “Effective Date”), by and among **PROSPECT HEALTHCARE FACILITIES MANAGEMENT, LLC** f/k/a PHC Holdco, Inc., a Delaware limited liability company (the “Manager”), **PHP HOLDINGS, LLC**, a Delaware limited liability company (the “Company”), Alta Newport Hospital, LLC, a California limited liability company (the “Hospital Operator”), and each of the other entities which may from time to time, directly operate a Facility (as defined herein) and be joined to this Agreement, each of which is a direct or indirect subsidiary of the Company (each, an “Operator,” and together with the Hospital Operator, the “Operators”) (the Manager, the Company, and the Operators, individually may be referred to as a “Party” and collectively may be referred to as the “Parties”).

Introductory Statements

As of the Effective Date, Hospital Operator operates Foothill Regional Medical Center “FRMC” and together with any new Healthcare Facilities that the Company (a) directly or indirectly owns, leases (as lessee), operates or manages, or hereafter becomes the operator or manager of or is deemed an operator or manager for purposes of Sections 856–861 of the Code; and (b) such Operator executes a document to become a Party to this Agreement, each a “Facility,” and collectively, the “Facilities”. For this purpose, a Healthcare Facility has the meaning given to it in Section 856(e)(6)(D)(ii) of the Internal Revenue Code of 1986, as amended or as may be amended from time to time (the “Code”) and the treasury regulations promulgated thereunder.

Affiliates of the Manager have been in the business of operating and managing healthcare facilities historically, and have organized the Manager to engage in the business of operating and managing the Facilities.

The Company and the Operators desire to engage Manager to manage the day-to-day operations of any Facility as of the date the applicable Operator becomes a Party to this Agreement, and Manager is willing to be engaged in such capacity subject to the terms and conditions set forth herein.

As of the Effective Date, the Company, will be jointly owned by one or more Affiliates of the Manager and MPT Picasso Investors TRS, LLC, a Delaware limited liability company (“MPT Picasso TRS”).

NOW, THEREFORE, in consideration of the promises and covenants herein contained and intending to be legally bound hereby, the Parties agree as follows:

ARTICLE I RETENTION

1.1 Retention. For and during the Term (as defined herein), the Company and the Operators hereby engage Manager and grant to Manager the sole and exclusive right to operate, manage, supervise, direct, and control the management and operation of the Facilities (subject to

the Operators retaining ultimate authority and responsibility for the Facilities as further described herein), and the Company and the Operators hereby engage Manager to provide certain other management services as set forth below. Manager and the Company agree that all new Operators formed or acquired, by Company or any of its direct or indirect subsidiaries will be required to, and will join as Parties to this Agreement by executing a joinder to this Agreement agreeing to be bound by and subject to the terms and restrictions of this Agreement.

1.2 Acceptance. Manager accepts such appointment and agrees that it will (a) perform its duties and responsibilities hereunder in accordance with this Agreement as modified from time to time; and (b) use commercially reasonable efforts to (i) provide the management services set forth in this Agreement in an efficient and cost effective manner, and (ii) comply, in all material respects, with all statutes, ordinances, rules and regulations established by any governmental authority having jurisdiction over the Facilities and which are applicable to the services provided by Manager under this Agreement. Subject to the foregoing and to the other provisions of this Agreement, Manager, without the approval of Company or the Operators (unless such approval is herein specifically required), shall have the exclusive control regarding the operation and management of the Facilities for purposes of furnishing services pursuant to this Agreement (including the exercise of its rights and performance of its duties provided for in Article III hereof); *provided, however*, that the Company and/or the Operators, as the case may be, shall retain the ultimate professional and administrative authority and responsibility for the Facilities in accordance with California Code of Regulations, Title 22, Section 70713 or the applicable regulations for the state in which a Facility is located along with all other obligations that the Company and the Operators are required to maintain pursuant to the provisions set forth in Article IV. All matters requiring professional medical judgments shall remain the responsibility of the Facilities' Medical Staff (as defined herein) and allied health professionals, and Manager shall have no responsibility, obligation, or liability whatsoever for such judgments. Without limiting the foregoing, and to the extent the Manager is the same Person acting as the manager of the Company, the Parties hereby agree that, when making any decision or taking, or refusing or refraining from taking, any actions, permitted or required to be made by the Manager under this Agreement, the Manager shall be entitled to consider such interests and factors as it desires without implicating any fiduciary duties or other obligations it may owe as manager of the Company. Any actions taken by the manager of the Company, who is also the Manager under this Agreement (including the withdrawal, resignation or removal of the manager of the Company) will not change or alter, or have any effect on, this Agreement and the terms and conditions set forth herein will control the terms and conditions applicable to the Manager in its capacity as manager under this Agreement.

1.3 Independent Contractor Relationship. It is expressly agreed by the Parties that Manager is at all times acting and performing under this Agreement as an independent contractor of the Company and the Operators, and that no act, commission or omission by the Company, the Operators and/or Manager shall be construed to make or constitute the other its partner, member, joint venturer or associate by virtue of this Agreement. Manager shall be responsible for the compensation and supervision of its own employees used to perform the management services under this Agreement. Manager shall determine the methods, manner and means by which such services will be performed. Manager shall be solely liable for the payment of all salaries, wages, and any unemployment, social security, and other payroll taxes for Manager and its officers and employees, including any related assessments or contributions required by law.

1.4 Licenses; Permits. The Company and/or the Operators, as applicable, shall be the holder of the respective licenses, permits and contracts pertaining to the Facilities, and shall be the “provider” within the meaning of all third-party contracts for the Facilities.

1.5 Interpretation. It is the express intent of the parties that Manager shall at all times during the Term, including any Renewal Term, be an “eligible independent contractor,” as defined in Section 856(d)(9)(A) of the Internal Revenue Code of 1986, as amended, and the Treasury regulations promulgated thereunder (an “EIK”), with respect to MPT Picasso TRS and its Affiliates (specifically including Medical Properties Trust, Inc, collectively, “MPT”). In the event that MPT determines, in its sole and absolute discretion, that this Agreement should be amended in any manner in order to maintain such eligible independent contractor status or to comply with provisions of the Code regarding MPT’s status as a real estate investment trust, the Parties hereby agree to such an amendment provided that the Parties shall in good faith negotiate the terms of such an amendment, and provided that any such amendment does not adversely affect the rights of Manager in any material respect or any of its direct or indirect owners or impose any additional financial or other material obligations thereon. For purposes of this Agreement, “Affiliate” shall mean, with respect to any individual, corporation, limited liability company, general or limited partnership, unincorporated association, joint venture, governmental entity or another entity or group (each a “Person”), (i) any other Person that, directly or indirectly, controls or is controlled by or is under common control with such Person, or (ii) any other Person that owns, beneficially, directly or indirectly, 50% or more of the outstanding capital stock, shares, voting power, ownership, or other equitable interests of such Person (including any interest represented by any capital stock, convertible or participating debt instruments, membership interest, partnership interest, or any similar interest therein). For the purposes hereof, “control” (including the correlative meanings of the terms “controlled by” and “under common control with”), as used with respect to any Person, shall mean the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such Person, through the ownership of voting securities or otherwise. Whenever the term Affiliate is used to describe MPT’s Affiliates, it shall not be deemed to include the Company, the Operators, or any of their direct or indirect subsidiaries. Whenever the term Affiliate is used to describe Operator’s Affiliates, it shall be deemed to include only the Manager, the Company, the Operators, and their respective direct or indirect subsidiaries.

ARTICLE II TERM

The initial term (the “Initial Term”) of this Agreement begins on the Effective Date (the “Commencement Date”) and shall continue for a period of five (5) years. After the end of the Initial Term, this Agreement shall automatically continue for five (5) additional five (5) year terms (each a “Renewal Term”) upon the same terms and conditions as are herein contained unless otherwise agreed or unless one hundred twenty (120) days’ written notice is given by Company or Manager to the other Party prior to the end of the Initial Term or prior to the end of any Renewal Term. For purposes of this Agreement, “Term” shall mean the Initial Term and any Renewal Term. For purposes of this Agreement, the “Termination Date” shall be such date on which the final Term expires, or such date on which this Agreement terminates pursuant to Article VI hereof.

ARTICLE III
RIGHTS AND DUTIES OF MANAGER

During the Term of this Agreement, the Manager will undertake the general day-to-day supervision and management of the Facilities and provide the following services regarding the operation of the Facilities:

3.1 General Responsibilities.

(a) Subject to the control that the Company or Operators must maintain under applicable law or under this Agreement, the Manager shall provide reasonably sufficient and qualified management personnel, with the applicable personnel holding any licensure required by law, to:

(i) Manage, and direct the hospital operations at the Facilities;

(ii) Manage the selection, retention, supervision and discharge of, the Facilities' chief executive officer(s), chief financial officer(s), department heads and all operating and service employees performing services in and about the Facilities *provided that* such persons may be employees of the Manager, Company or the Operators, as applicable and for employees of Company or the Operators the decision to hire or fire such individual shall ultimately lie with the entity employing such individual.

(iii) manage and oversee the Facilities' human resources department(s); provide guidance for personnel policies and guidelines for adoption by the applicable entity; and negotiate, on the Company's behalf and at the Company's expense, with any labor union lawfully entitled to represent the employees at the Facilities, but any collective bargaining agreement or labor contract resulting therefrom must first be approved by the relevant Operator, who shall be the only person(s) authorized to execute the same;

(iv) Subject to the obligations of the Company and Operators set forth in Section 4.6, procure and supervise for the Company and the Operators the appropriate types, categories and amounts of insurance to cover the real and personal property of the Facilities, and to supervise the actions of the staff in securing certificates of such insurance, each as may from time to time be required pursuant to any leases, loan agreements or similar agreements with any lessors or lenders of the Company or the Operators relating to the Facilities (and subject to any other terms and conditions thereof) or otherwise; *provided, however*, that the payment to any insurance provider shall be and remain the sole responsibility of the Company or the Operators, and Manager shall have no responsibility whatsoever for such payment;

(v) direct the food service operation at the Facilities;

(vi) supervise the purchasing of all food supplies, pharmaceutical supplies, medical supplies, materials, and equipment incidental to the operation of the Facilities *provided, however*, the payment to for these items shall be and remain the sole responsibility of the Company or the Operators, and Manager shall have no responsibility whatsoever for such payment;

(vii) assist and supervise the Company's, the Operators' and the Facilities' compliance with all appropriate governmental requirements or regulations and with all the Company's, Operators' and Facilities' licenses and certifications and assist with the implementation of corporate compliance plan(s) for adoption by the Operators and/or the Facilities;

(viii) Subject to the provisions of Section 4.4, support and manage the Company's, Operators', and Facilities' information systems for the following areas: Accounts Payable, Contract Management, Payroll, Benefits, Financial Reporting, Marketing, Medical Records, Coding and Billing, and General Ledger;

(ix) supervise the Facilities' marketing department(s) or staff(s) and use commercially reasonable efforts to cause compliance by such Facilities' marketing departments with all applicable federal and state healthcare laws and regulations;

(x) Supervise quality assurance and performance improvement processes and assist the Company and the Operators with implementation of such systems at the Facilities, including risk management, patient/family satisfaction, licensing and accreditation, and program evaluation;

(xi) Subject to the legal authority of the governing body, manage the relationships of the Facilities with any partner, joint venturer, co-owner or similar party of any healthcare facility and to make all decisions and take all necessary or appropriate actions on behalf of the Facility according to the terms of any partnership agreement, joint venture agreement, limited liability company agreement, bylaws or any similar agreements or governing documents with respect to any such partnership, joint venture, limited liability company or similar entity of any kind, it being understood that Manager shall have the exclusive authority with respect to the affiliated subsidiary entities of the Operators;

(xii) Subject to the legal authority of the governing body, handle, on a timely basis, any negotiations, and discussions for the purpose of attempting to cure any defaults that may exist with respect to the Company's or an Operator's contractual or regulatory obligations (provided that the Manager shall have no obligation to cure any monetary default except with funds from the relevant Facility or Operator); and

(xiii) Subject to the Facilities' capital budgets and governing body approvals, supervise the maintenance and the undertaking of all alterations and repairs at each Facility, and to prepare and submit to the Company, on an annual basis no fewer than thirty (30) days prior to the end of the year, a list of, and a budget relating to, capital items to be acquired for, or altered or repaired at the Facilities. Such budget shall include an allocation for capital purchases, alterations and repairs to be undertaken by Manager, in its discretion, and which allocation may be modified by Manager, in its sole discretion, including by substitution, for such year so long as the aggregate budget for such item does not result in a Material Deviation (as defined herein); *provided, however*, that such amount may be increased to meet emergency needs if Manager determines such needs are commercially reasonable and provides prior written notice to the Company. Further, in the event capital purchases, alterations or repairs become necessary in order to preserve or procure necessary licenses and permits to operate the Facilities, the

Company will convene within two (2) days at the request of Manager to authorize such additional expenditures as may be necessary to maintain necessary licenses and permits and approval of such expenses shall not be unreasonably withheld, conditioned or delayed. Notwithstanding, Manager is also authorized to make sure expenditure even without such approval to extent such expenditure is required by law. For purposes hereof, the determination of whether an expenditure constitutes a capital item shall be made in accordance with generally accepted accounting principles (“GAAP”), consistently applied. The term “Material Deviation” shall mean either (a) exceeding any individual line item in such budget by more than twenty percent (20%), or (b) exceeding the Permitted Expenditure Amount by more than ten percent (10%). The term “Permitted Expenditure Amount” shall mean the total expenditure amount of all line items in such budget.

(b) In performing its duties under this Agreement, Manager may rely on the recommendations of the Facilities’ medical staff (and its designated committees) and departmental chairpersons (collectively “Medical Staff”) relative to the quality of professional services provided by individuals with clinical privileges.

3.2 Financial Responsibilities. Manager shall use commercially reasonable efforts to:

(a) Manage the preparation of an annual operating budget for each Facility based on anticipated revenues and expenses at such Facility for the approval by the Company and endeavor to cause the Facilities to operate within its budget, notifying the Company in a reasonable time period of all material changes or deviations from the budget projections, and making recommendations to the Company concerning such changes or deviations;

(b) Oversee the timely preparation of financial and operating reports with respect to the Facilities, which shall include all reports required by any lender or lessor to the Company and/or the Operators, budgetary comparisons and capital improvement reports and periodic reports summarizing Manager’s actions and performance hereunder; *provided, however*, that it shall be the sole responsibility of the Company and the Operators to solicit and retain, at the expense of the Company or the Operators, certified public accountants to undertake the year end audit of the Facilities’ operations, and to cause said accountants to issue their certified statements of profit and loss and the balance sheet for the Facilities and for Company and Operators for each fiscal year;

(c) Oversee the Facilities’ billing office(s) regarding the collection of all amounts due to the Facilities from all sources, including, but not limited to, amounts due from patients, and due under Medicare, Medicaid or other governmental or private insurance programs (the “Receivables”), and to retain on behalf of Company or an Operator, at the Facilities’ expense, counsel to undertake litigation or similar action before any court, dispute resolution service, administrative agency or board in order to collect any of the Receivables;

(d) Review, when appropriate, the reserve requirements of Operator’s lenders or governmental agencies with jurisdiction over the Facilities in an effort to assist in ensuring that all such reserve requirements are being met on a timely basis;

(e) Supervise the preparation and filing of all material reports, statements of affairs or records required by any federal, state or local government, or by any agency thereof, with regard to the operations of the Facilities as may be necessary to obtain reimbursements or funds therefrom, provided that the retention of any third party for the preparation of such reports shall be an expense of the Facilities;

(f) Review the financial performance and the operations of any partnership, joint venture, or similar arrangements in which the Facility may be a party, member, or co-owner of any sort;

(g) Oversee the payroll records for the Facilities' staff(s);

(h) Oversee the payment of, all accounts payable, and all amounts owing, by the Facilities;

(i) To the extent such Facility does not have an existing depository Fund, select an appropriate financial institution to serve as depository for such Facility's' funds;

(j) Recommend to the Operator appropriate parties to sign checks on behalf of each Facility and upon Operator's designation of such individuals obtain proper authorization for said parties to sign checks on behalf of each Facility; and

(k) At the direction of the Company and the applicable Operator, review, oversee and negotiate the terms of any working capital or other similar loan agreements and related debt instruments with respect to the Company or any Operator which pertains to a Facility.

3.3 Third Party Contracts. Subject to the legal authority of the Facility's governing body, Manager, in the performance of its duties under this Agreement, may review, negotiate, and enter into (on behalf of the any Operator or Facility, as applicable) contracts with third parties regarding certain services for the Facilities. Such services may include, but shall not be limited to, therapy services, auditing services, coding services, lab services, ancillary services, insurance and brokerage services, food service, linens and other supplies, accounting services, consulting services, marketing, and bookkeeping services. Prior to entering into contracts for and on behalf of any of the Operators or Facilities with such persons that require or are likely to result in an annual expenditure that is not included in the annual operating budget of such Facility, Manager shall provide the Company and Operators with such information regarding such contracts as the Company or Operators may reasonably request and shall obtain all legally required Facility approvals. Such contracts for annual expenditures that are not included in the annual operating budget for such Facility or Operator shall be subject to the approval of the Company and the Facility governing body, which approval shall not be unreasonably withheld, conditioned or delayed.

3.4 Legal Matters. Manager will: (a) prepare or coordinate with outside legal counsel for the preparation of documents for the operation of the Facilities, including managed care contracts, supplier/vendor contracts, service contracts, equipment leases and other ancillary contracts; (b) prepare or coordinate licensure and other regulatory applications; (c) coordinate all litigation involving the Facilities with local counsel or the insurance company; (d) coordinate

with local counsel on local law issues affecting the Facilities; (e) process working capital requests and apply for, negotiate and obtain letters of credit; and (f) coordinate with local counsel to provide counsel to the Facilities' human resources department(s). The Parties acknowledge that all outside counsel expenses under this Section shall be an expense of the Company and/or Operators and that Manager shall retain the right to select such outside legal counsel or local counsel. Without the Company's or any Operator's prior written consent, Manager may initiate, settle, or otherwise dispose of litigation relating to the Facilities where the claim asserted is less than or equal to One Million Dollars (\$1,000,000). Notwithstanding the foregoing, nothing shall limit Manager's ability to defend, settle or otherwise dispose of litigation against Manager in its individual capacity and not as an agent of the Company or the Operators.

3.5 Other Management Services. Manager shall have the authority to provide the applicable Parties and Facilities with other services the Parties determine are necessary or appropriate, including ongoing consulting and training in key areas, such as documentation, management systems, quality assurance, staffing efficiency and expense control, and risk management, provided that the retention of any third party to provide such services shall be an expense of the Facilities. For the avoidance of doubt, Manager's duties to the Company and/or the Operators shall be solely limited to services in support of or relating to the Facilities. Notwithstanding anything herein to the contrary, in no event shall Manager be delegated or otherwise responsible for any roles, responsibilities, or obligations in support of or relating to (a) Prospect Health Plan, Inc.; or (b) the provision of administrative or management services by any Affiliate of the Company to medical groups, independent practice associations, or similar provider organizations that are not Facilities.

3.6 Payment of Expenses. All debts, obligations, other liabilities and expenditures of every kind required or permitted by Manager under this Agreement, including, without limitation, any costs incurred in connection with the operation of the Facilities, are for the Company's or the applicable Operator's account, and the Company and the applicable Operator on account of which such expenditures were incurred shall be jointly and severally liable for all such expenditures ("Company Expenditures"), except for Manager's Staff Services (described below). For the avoidance of doubt, the Operators shall not be jointly and severally liable between themselves for Company Expenditures, and each separate Operator shall only be jointly and severally liable with the Company for Company Expenditures incurred on account of such Operator. Manager is authorized by the Company to pay all Company Expenditures from funds from the Company, Operators, and the Facilities. The Company and the Operators, as applicable, shall pay directly any Company Expenditures not paid from funds from the Facilities, and neither Manager nor any of its Affiliates shall be obligated to advance any of its own funds to or for the account of the Company, any Operator or Facility, or to incur any liability on behalf of the Company, any Operator or Facility, unless the Company or an Operator, as applicable, shall have furnished Manager with funds necessary for the discharge thereof prior to incurring such liability. Manager's "Staff Services", which are not reimbursable by the Company and the Operators, are exclusively limited to the salaries and benefits of Manager's employees, officers and home office staff, as well as Manager's home office overhead expenditures, including but not limited to lease expenditures, accountant and/or audit expenses, insurance policies, legal fees, third party accounts, payroll processing and human resources administration.

3.7 Serving as Officers and Directors. During the Term of this Agreement (but subject to the limited liability company agreement of the Company (as amended, restated, modified, or amended and restated, the “LLC Agreement”) and applicable law, including duties that an Operator or Facility must retain under applicable law), Manager may appoint officers, directors, and managers with respect to the governing bodies of the Operators and Facilities (which officers, directors and managers may consist of employees, officers, directors, or managers of Manager). The Company, the Operators, and their affiliated operating subsidiaries, including, as applicable, Facilities (each individually and on behalf of their respective officers, directors, managers, and equity owners) and the Manager, (individually and on behalf of its officers, directors, managers, and equity owners) each waive any conflict of interest in connection therewith, though such conflicts of interest shall be disclosed in accordance with Facility policies.

3.8 Reserved.

3.9 Insurance of Manager.

(a) Manager shall procure appropriate general liability insurance coverage for Manager and its employees, and the cost of such insurance coverage (if any) shall be included within the Management Fee (as defined herein). Such general liability insurance coverage shall be provided under a policy that is issued by an insurer with at least an “A-” rating from A.M. Best Company that is properly licensed and qualified to do business in the State in which the Facility is located, and shall name as additional insured the Company and the Operators (and any entities affiliated therewith). No insurance may be maintained through “self-insurance” unless approved in writing in advance by the Company and the Requisite Series A-1 Holders (as such term is defined in the LLC Agreement). Manager shall use commercially reasonable efforts to ensure that all entities retained or hired by it maintain appropriate insurance coverage.

(b) Manager shall submit to the Company a Certificate of Insurance (“COI”) evidencing the coverage required herein prior to the Commencement Date. The COI shall contain an unqualified requirement that the insurance company provide Company with thirty (30) days’ written notice of any cancellation or lapse of said policy or any change to Company’s additional insured status of said policy, unless related to the failure to pay any premium, in which event the insurance company shall provide Company with ten (10) days’ written notice. All policies must contain a waiver of all rights of subrogation against Company.

ARTICLE IV RIGHTS AND DUTIES OF COMPANY

During the Term of this Agreement:

4.1 Cooperation with Manager. The Company shall, and shall cause, the Operators and Facilities to promptly and fully cooperate in all reasonable respects with Manager in operating and supervising the operations of the Facilities.

4.2 Operating Capital. The Company shall use commercially reasonable efforts to ensure that the Facilities have access to a level of funding reasonable and necessary for the

operation of the Facilities on a sound financial basis (including the payment of management fees and reimbursable expenses owed to Manager).

4.3 Capital Improvements. The Company shall, and shall cause the Operators to, ensure that the Facilities have access to working capital reasonable and necessary to make all necessary capital improvements to the Facilities in order to maintain and continue standards of operation of the Facilities as rehabilitation and long term acute care facilities, as applicable.

4.4 Support Operations. The Company shall, and shall cause the Operators to, provide (at no additional cost to Manager) and be responsible for administrative services, staffing, payroll, information technology systems, financial and accounting systems (including but not limited to billing, accounts payable, financial reports, and general ledger), and the signing of any reports or filings for the Facilities.

4.5 Reserved.

4.6 Insurance of Company and Operators.

(a) The Company shall, and shall cause each of the Operators to, maintain, at their sole expense, professional liability and general liability insurance, Workers Compensation, Property, Directors & Officers Liability, Employment Practices Liability, Managed Care E&O, Cyber Liability, Crime, Fiduciary and other customary policies as may be required by applicable law or contracts to which they are a party, which insurance shall cover the Company, the Operators, and their employees or anyone engaged by or acting on behalf of any of them at the Facilities. Such insurance coverages shall be provided an insurer with at least an "A-" rating from A.M. Best Company that is properly licensed and qualified to do business in the State in which the Facility is located. No insurance may be maintained through "self-insurance" unless approved in writing in advance by Manager, which approval will not be unreasonably withheld, conditioned or delayed. The Company shall name Manager as an additional insured in connection with such insurance.

(b) The Company shall submit to Manager a COI evidencing the coverage required herein prior to the Commencement Date. The COI shall contain an unqualified requirement that the insurance company provide Manager with thirty (30) days' written notice of any cancellation or lapse of said policy or any change to Manager's additional insured status of said policy, unless related to the failure to pay any premium, in which event the insurance company shall provide Manager with ten (10) days' written notice. All policies must contain a waiver of all rights of subrogation against Manager.

4.7 On-Site Management Facilities. As part of the consideration for Manager's services provided under this Agreement, the Company shall cause the Operators to provide adequate space at the Facilities for a management office, for the use of Manager to conduct the business of the management of the Facilities.

4.8 Responsibility of Company and Operators. Notwithstanding the authority granted to Manager in this Agreement, the governing body of the Facilities, including the Medical Staff of the Facilities, as the case may be, will at all times retain sole and ultimate control and authority over patient care (including the provision of all medical, clinical or professional

services rendered by or on behalf of the Facilities and Operators or such providers at the Facilities and otherwise); medical, clinical or professional services (including professional judgment relating thereto); the Facilities (including, among other things the all Facility assets and operations); and such other duties and responsibilities that must be retained under applicable law, each case to the fullest extent as may be required by applicable law, including but not limited to:

(a) The Operators shall have the sole and ultimate responsibility to be and remain the licensee of such Facilities and, as such, the Company and Operators shall be fully liable and legally accountable and responsible at all times to all patients and governmental organizations for all patient care and funds received, and for all other aspects of the operation and maintenance of the Facilities. In this regard, it is specifically emphasized that during the Term, the Company and the Operators shall be and remain fully liable and legally accountable and responsible to the governments of the United States and the applicable state where the Facility is located, and the agents of said governments, with respect to all matters concerning the Facilities' continued participation in the Medicare and Medicaid programs under Title XVIII and Title XIX of the Social Security Act (42 U.S.C. § 1395 et seq.; 42 U.S.C. § 1396 et seq.);

(b) Each Facility's governing body shall remain solely responsible for all obligations as set forth in 42 C.F.R. § 482.12 and California Code of Regulations, Title 22, Section 70713 or the applicable regulations for the state in which a Facility is located; and

(c) It is and will remain the ultimate responsibility of each Operator (or the board of the Medical Staff of a Facility, as the case may be) to approve all decisions to credential, recredential, appoint, grant clinical privileges to and discipline such Facility's Medical Staff in accordance with the medical staff bylaws and applicable law.

ARTICLE V COMPENSATION

5.1 Management Fees.

(a) Upon the terms and subject to the conditions contained in this Agreement, the Company and/or the Operators shall pay Manager the management fees set forth on Schedule A (the "Management Fee") as consideration for the services rendered by Manager pursuant to this Agreement.

(b) The pro-rated portion of the Management Fee shall be payable monthly in arrears on the last business day of each month, or earlier, in the Company's sole discretion. Manager may invoice the Company on a monthly basis; *provided, however,* that the Management Fee shall be due and payable by the Company and/or the Operators as described herein regardless of whether an invoice is received.

(c) The Parties acknowledge that the components of the Management Fee associated with Foothill Regional Medical Center are based on Gross Patient Revenue (as defined in Schedule A) in accordance with monthly internally prepared financial statements that may subsequently be subject to adjustment, on periodic basis. Manager agrees to provide to the Company a quarterly summary and reconciliation of the Management Fee within thirty (30) days after the end of each calendar quarter. In the event the Company is entitled to a reimbursement

on account of the total Management Fee paid by the Company to Manager in the previous quarter, then Manager shall deliver to the Company with such accounting, the total amount of reimbursements so owed to the Company. If the Company underpaid Manager, then within thirty (30) days after the receipt of the accounting by Manager, the Company shall pay Manager the amount of the underpayment.

(d) The Management Fee may be subject to adjustment effective as of the first (1st) anniversary of the Effective Date, and thereafter from time to time as the Parties shall agree, to reflect changes in the scope and/or nature of the services provided by Manager hereunder and/or the fair market value thereof, and that any such adjustment in the Management Fee shall be confirmed by written agreement of the Parties. Notwithstanding anything herein to the contrary, the Parties agree and acknowledge that, to the extent the Company and/or any Operator is able to provide any of the services to otherwise be provided by Manager pursuant to Article III in lieu of Manager, the Management Fee shall be adjusted to reflect the scope and/or nature of the services to be actually provided by Manager going forward and/or the fair market value thereof, and that any such adjustment in the Management Fee shall be confirmed by written agreement of the Parties.

5.2 Reimbursable Costs. In addition to the Management Fee, Manager shall be reimbursed for any reasonable out of pocket costs paid by Manager for the travel, lodging and meals expense of the Manager's home office staff who travel to the Facilities, and for any Company Expenditures or other amounts to which it is entitled pursuant to Section 3.6 or any other provisions hereof. Manager will provide receipts or other appropriate evidence of these expenses prior to Manager withdrawing such reimbursements from funds from the Facilities. In the event the funds from the Facilities are not sufficient to pay such reimbursements, the Company and/or the Operators shall pay to Manager any deficiency within five (5) days after receipt of Manager's written request therefore. If Manager is required by law to obtain a license in any jurisdiction in which the Company operates and in which Manager is not currently so licensed, the Company agrees to reimburse Manager for all reasonable expenses related thereto.

ARTICLE VI TERMINATION RIGHTS

6.1 Termination by the Company. If at any time during the Term any of the following events shall occur and not be remedied within the applicable period of time herein specified (if any), then the Company shall have the right to terminate this Agreement immediately upon written notice:

(a) If at any time during the Term, Manager shall fail in any material respect to make any payment of any monetary obligation due and payable by the Manager pursuant to this Agreement (other than a failure to make any such payment resulting from a default by the Company or any Operator under this Agreement or otherwise caused by the Company or any Operator) within five (5) days following receipt by Manager of written notice thereof from any other Party hereto (*provided, however,* in no event shall the other parties hereto be required to give more than two (2) such written notices hereunder during any consecutive twelve (12) month period), then Company shall have the right to terminate this Agreement immediately upon written notice.

(b) If at any time during the Term, Manager shall, in any material respect, fail to comply with, observe or perform any material non-monetary covenant, agreement, term or provision of this Agreement required to be complied with, observed, or performed by Manager (other than Section 6.1(a) above), and such material failure shall continue for a period of sixty (60) days after receipt of written notice thereof by the Company to Manager, unless such failure cannot be cured within a period of sixty (60) days, in which case such failure shall not be deemed to continue so long as Manager commences to cure such failure within the sixty (60) day period and Manager proceeds thereafter with due diligence and good faith to complete the curing.

(c) If at any time Manager shall apply for or consent to the appointment of a receiver, trustee, or liquidator such party, as applicable, or of all or a substantial part of its assets, file a voluntary petition in bankruptcy or admit in writing its inability to pay its debts as they become due, make a general assignment for the benefit of creditors, file a petition or any answer seeking reorganization or arrangement with creditors or take advantage of any insolvency law, or if an order, judgment or decree shall be entered by a court of competent jurisdiction, on the application of a creditor, adjudicating such party bankrupt or appointing a receiver, trustee, or liquidator of such party with respect to all or a substantial part of the assets of such party, and such order, judgment or decree shall continue unstayed and in effect for any period of sixty (60) consecutive days, then the Company shall have the right to terminate this Agreement immediately upon written notice.

(d) Notwithstanding anything herein to the contrary, the Company may terminate this Agreement at any time during the Term if the Manager (as such term is defined in the LLC Agreement) of the Company and the Requisite Series A-1 Holders (as such term is defined in the LLC Agreement) approve the termination of this Agreement.

6.2 Termination by Manager. If at any time during the Term any of the following events shall occur and not be remedied within the applicable period of time herein specified (if any), then the Manager shall have the right to terminate this Agreement immediately upon written notice:

(a) The Company and/or the Operators shall fail to keep, observe, or perform any material covenant, agreement, term or provision of this Agreement required to be kept, observed, or performed by any of them (except as described in Section 6.2(b) below) and such failure shall continue for a period of thirty (30) days after written notice thereof by Manager to Company, unless such failure cannot with due diligence be cured within a period of thirty (30) days (in Manager's reasonable discretion), in which case such failure shall not be deemed to continue so long as the Company and/or the Operators commence to cure such failure within the thirty (30) day period and proceeds with due diligence to complete the curing thereof within sixty (60) days after receipt by the Company and/or the Operators (as applicable) of a notice of default (or such longer period as is reasonably required to effect such cure if Company and/or the Operators (as applicable) are diligently proceeding to do so);

(b) The Company and/or the Operators shall fail to make any payment required hereunder and such default shall continue for a period of five (5) business days after written notice from Manager to Company (*provided, however,* in no event shall the other

Manager be required to give more than two (2) such written notices hereunder during any consecutive twelve (12) month period);

(c) The Facilities or any material portion thereof shall be materially damaged or destroyed by fire or other casualty and (i) the Company shall fail to undertake to repair, restore, rebuild, or replace any such material damage or destruction within forty-five (45) days after such fire or other casualty, or shall fail to complete such work diligently, and (ii) Company shall fail to permit Manager to undertake to repair, restore, rebuild, or replace, at Company's expense, any such material damage or destruction within forty-five (45) days after such fire or other casualty;

(d) The Company and/or any of the Operators shall apply for or consent to the appointment of a receiver, trustee, or liquidator such party, as applicable, or of all or a substantial part of its assets, file a voluntary petition in bankruptcy or admit in writing its inability to pay its debts as they become due, make a general assignment for the benefit of creditors, file a petition or any answer seeking reorganization or arrangement with creditors or take advantage of any insolvency law, or if an order, judgment or decree shall be entered by a court of competent jurisdiction, on the application of a creditor, adjudicating such party bankrupt or appointing a receiver, trustee, or liquidator of such party with respect to all or a substantial part of the assets of such party, and such order, judgment or decree shall continue unstayed and in effect for any period of sixty (60) consecutive days; or

6.3 Survival Rights Upon Termination. If either Party exercises its option to terminate pursuant to this Article VI, each Party shall account for and pay to the other all sums due and owing pursuant to the terms of this Agreement within thirty (30) days after the effective date of termination. Any term or provision hereof relating to a disputed amount sum shall survive the termination hereof until the final resolution of the applicable dispute. Without limiting the generality of the foregoing, within thirty (30) days after the effective date of termination of this Agreement, Company and the Operators shall pay to Manager all accrued fees and reimbursable expenses of Manager, together with all accrued and unpaid interest thereon. All other rights and obligations of the Parties under this Agreement shall terminate (except as set forth in Article VII, Article VIII, Article XII, Section 6.3, Section 6.4, and Section 6.5 hereof).

6.4 Cooperation After Termination. Upon the expiration or earlier termination of this Agreement, Manager shall cooperate with the Company and use commercially reasonable efforts to effect an orderly transition to avoid any interruption in the rendering of the above-described services to the Facilities (including, continuing to provide management services for three (3) months following expiration or termination on the same compensation basis, provided, that, all fees then owing to Manager are paid and the fees for such three (3) month period is placed in an escrow account reasonably satisfactory to the Parties, which escrowed amount will be used solely to compensate the Manager pursuant hereto). In the event of such expiration or earlier termination, Manager shall promptly surrender to Company all keys, contracts, other documents and records maintained by Manager in connection with the operations of the Facilities as soon as practical, but in no event later than the later of thirty (30) days after the Termination Date or the date that Manager ceases providing services under this Agreement. In addition, upon the expiration or earlier termination of this Agreement, Manager shall return to the Company or the Operators, as appropriate, all original electronic and paper documents and all copies thereof,

except for one copy which Manager may maintain for record purposes only, which relate in any way to the performance of services hereunder, and the operation and maintenance of the Facilities in the possession, custody or control of Manager. For any requests of Manager made after the Termination Date that do not involve obligations of Manager already required under this Agreement but not as yet completed prior to the Termination Date, Manager will be promptly reimbursed by the Company for any of Manager's reasonable and documented out-of-pocket costs and expenses (including but not limited to the reasonable expenses of Manager's travel expenses and reasonable, fees, disbursements and other reasonable and documented charges of legal counsel to Manager) and will be promptly and reasonably compensated by the Company for any material efforts made at the request of the Company.

6.5 No Personal Liability. The Parties agree that the liability of Company and Manager under the terms of this Agreement shall be limited solely to the assets of Company and the Operators, on the one hand, and the Manager, on the other hand, it being intended that no officers, manager(s), director(s) or members of the Company or officers, members or managers of the Manager shall be deemed personally liable for any judgment, costs or damages incurred by Manager or the Company hereunder.

ARTICLE VII NO LIABILITY; INDEMNIFICATION; EXPENDITURE LIMITATION

7.1 Indemnification of Company By and Liability of Manager.

(a) If and only to the extent not otherwise covered by insurance, the Manager hereby agrees to defend, indemnify, protect and hold harmless the Company, the Operators and each of their respective members, Affiliates, and its and their respective agents, officers, directors, managers, and employees (the "Company Indemnitees"), from and against any and all liability, claims, loss, cost, damage or expense (including, without limitation, reasonable attorneys' fees and expenses and court costs, costs and expenses of defense, appeal and settlement of any proceedings instituted against any of such Company Indemnitees and all reasonable costs of investigation in connection therewith) incurred by any of them in connection with, by reason of, or arising out of any third party claims which are primarily caused by the Manager's fraud or willful misconduct in connection with the performance of its duties or obligations under this Agreement. The Manager's obligations under this Section 7.1(a) shall survive the expiration or earlier termination of this Agreement.

(b) Subject to Section 7.1(a) hereof, Manager assumes no liability whatsoever for any acts, omissions or delinquencies of the Company or any Operator or any of their members, managers, Affiliates, agents, officers, directors or employees, or any previous operators of the Facilities, or any previous property managers or other agents of either the Company or any Operator. Subject to Section 7.1(a) hereof, Manager assumes no liability for known or previously unknown violations of environmental, healthcare laws or other laws or regulations which become known during the Term. Any such environmental violations or hazards or healthcare violations or other violations of law discovered by Manager shall be brought to the attention of the Company and/or the Operators in writing and, except to the extent caused by a grossly negligent act or material omission of Manager, the Company and/or the Operators shall be responsible for such violations or hazards. In addition, except to the extent

caused by a negligent act or omission of Manager, and subject to Section 7.1(a) hereof, Manager assumes no liability for any failure of computer hardware or software of miscellaneous computer systems to accurately process data (including, but not limited to, calculating, comparing, and sequencing) or for any damages arising from, incident to, or in connection with, the pre-existing conditions of the structure, equipment, or the environment of the Facilities.

(c) Further for the avoidance of doubt, Manager makes no, and hereby disclaims any, warranties whatsoever, including, without limitation, warranties of merchantability or fitness for a particular purpose or implied warranties, with regard to any goods or third-party services purchased or used by the Company, the Operators or the Facilities under this Agreement. The Company and Operators agree that neither the Company nor an Operator will make any claim against Manager for defects in any such product or service, for breach of warranty, or for any other claim arising out of any such product or services purchased or used by the Company, the Operators or the Facilities under this Agreement.

7.2 Indemnification of Manager by the Company and the Operators. The Company and the Operators, on a joint and several basis, agree to defend, indemnify, protect and hold harmless Manager and its members, Affiliates and its and their respective agents, officers, directors, managers and employees (the “Manager Indemnitees”) to the greatest extent permitted by law, including, without limitation, from and against any and all liability, claims, loss, cost, damage or expense (including, without limitation, reasonable attorneys’ fees and expenses and court costs, costs and expenses of defense, appeal and settlement of any proceedings instituted against any of such Manager Indemnitees and all reasonable costs of investigation in connection therewith) incurred by any of them in connection, by reason of, or arising out of: (a) Manager’s performance of services or undertaking of responsibilities under this Agreement, unless (and then, only to the extent) caused by Manager’s fraud or willful misconduct, or (b) any damage to property, or injury or death to persons, occurring in or with respect to any of the Facilities, unless (and then, only to the extent) caused by Manager’s fraud or willful misconduct. The Company and the Operators shall pay to Manager all indemnifiable expenses as they are incurred by any Manager Indemnitee (the “Expense Advancement Obligation”) in connection with any proceeding in advance of the final disposition of such proceeding; *provided*, that Manager shall be obligated to repay the amount of such expenses advanced to Manager if it is finally determined by a court of competent jurisdiction that Manager was not entitled under this Agreement to indemnification. Without limitation on their Expense Advancement Obligation, the Company and the Operators shall be permitted to satisfy their obligations under this Section 7.2 with any available insurance proceeds. No Manager Indemnitee shall be liable pursuant to this Agreement (a) for the acts, receipts, neglects, defaults or omissions of any other Manager Indemnitee or agent of the Company or any Operator, (b) for any loss on account of defect of title to any property of the Company or any Operator, (c) on account of the insufficiency of any security in or upon which any money of the Company or any Operator shall be invested or (d) for any loss incurred through any bank, broker or other similar person or entity; *provided*, that, the foregoing limitation shall not be applicable to the liability of Manager pursuant to the LLC Agreement or any other Transaction Documents (as defined therein). The Company’s and the Operators’ obligations under this Section 7.2 shall survive the expiration or earlier termination of this Agreement.

7.3 Control of Defense of Indemnifiable Claims. The indemnified party shall promptly notify the indemnifying party in writing of any such claim and shall provide the indemnifying party with all available evidence in its possession to enable the indemnifying party to defend such claim; *provided, however,* that the failure to give any such notice shall not disqualify any indemnified party from the right to indemnification unless such failure is adversely prejudicial to the indemnifying party. The indemnifying party shall have the sole and exclusive right to select counsel and shall pay all expenses of the defense, including, without limitation, attorneys' fees and court costs. If necessary, the indemnified party shall join as a party to the suit, but shall be under no obligation to participate except to the extent that such participation is required as a result of being a named party to the suit. The indemnified party shall offer reasonable assistance to the indemnifying party in connection therewith at no charge to the indemnifying party except for reimbursement of reasonable out-of-pocket costs and expenses incurred by the indemnified party in rendering such assistance. The indemnified party shall have the right to participate and be represented in any such suit by its own counsel at its own expense. The indemnifying party shall not settle any such suit if such settlement would have an adverse effect on the rights of the indemnified party, including imposing a burden on the indemnified party or if the indemnifying party is not responsible for or does not pay all amounts owed in relation to such settlement, in each case, without obtaining the prior written consent of the indemnified party, which consent shall not be unreasonably withheld, conditioned or delayed. It is the intention of the Parties that, in the event that the indemnifying party wrongfully denies its indemnification obligations hereunder, and the indemnified party is required to enforce the indemnifying party's obligation hereunder, then the indemnified party shall be entitled to recover its reasonable attorneys' fees, expenses and costs incurred therein.

7.4 Limitation of Expenditure Obligation. Notwithstanding anything to the contrary in this Agreement, but excluding Manager's indemnity obligations set forth in Section 7.1 above, Manager shall have no obligation whatsoever to make any advance to or for the account of the Company or any Operator or Facility, or to pay any amount contemplated for, or required of, Manager under this Agreement, or to incur any expenditure obligation – whether ordinary or capital – except to the extent that funds are available for such purpose (in Manager's reasonable judgment) either from capital funds provided by Company, the Operators or otherwise from the Facilities' funds. Moreover, if Manager so requests, from time to time, the Company shall, and cause the Operators to, sign, as principal, any contract or agreement which Manager is authorized or required to execute pursuant to this Agreement to evidence that Manager is acting solely as Company's and the Operator's agent and not as principal.

7.5 COMPANY'S AND OPERATORS' REMEDIES. AS A MATERIAL PART OF THE CONSIDERATION TO MANAGER, THE COMPANY AND THE OPERATORS AGREE THAT, AND EXCEPT FOR COMPANY'S, OPERATORS' AND THEIR AFFILIATES RIGHTS, REMEDIES AND RECOVERIES UNDER SECTION 7.1 OF THIS AGREEMENT, IN NO EVENT WILL MANAGER OR ITS MEMBERS, PARTNERS, EQUITY HOLDERS, MANAGERS, DIRECTORS, OFFICERS, EMPLOYEES OR AFFILIATES, OR SUCH AFFILIATES' SHAREHOLDERS, MEMBERS, PARTNERS, EQUITY HOLDERS, MANAGERS, DIRECTORS, OFFICERS, OR EMPLOYEES, OR ANY SUCCESSORS OR ASSIGNS BE LIABLE TO COMPANY, OPERATORS OR ANY THIRD PARTY UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ITS SUBJECT MATTER, UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING, WITHOUT

LIMITATION, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, FOR ANY CONSEQUENTIAL DAMAGES, INCIDENTAL DAMAGES, INDIRECT DAMAGES, EXEMPLARY DAMAGES, SPECIAL, ENHANCED DAMAGES, OR PUNITIVE DAMAGES, REGARDLESS OF WHETHER SUCH PERSONS WERE ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED UPON OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE AND COMPANY HEREBY WAIVES ALL CLAIMS AGAINST THE FOREGOING ASSUMES ALL RISK RELATING TO THERETO, KNOWN AND UNKNOWN.

ARTICLE VIII
PROTECTION OF PROPRIETY INFORMATION

8.1 Property Interests/Confidentiality of Manager's Protected Information.

(a) Manager's Protected Information. All information concerning the Manager's businesses or assets that is not generally known to the public, including, but not limited to, the technical systems, methods, policies, procedures and controls, copyrights, trade names, trademarks, service marks, "know-how" and all other intellectual property rights related thereto employed by the Manager, along with the processes, procedures, and the information and materials compiled or prepared by or on behalf of Manager in connection with Manager's management of healthcare facilities, including without limitation marketing plans of Manager, business plans and strategies of Manager, pricing information of Manager, information on competition of Manager, demographics of relevance to Manager, suppliers and providers of services of Manager, structure, status and activities of the Manager; organizational documents of the Manager; books, records, tax returns, appraisals and similar documents of the Manager; financial and performance statements of the Manager; and financing arrangements of Manager (collectively "Manager Protected Information") are and shall remain the confidential property of the Manager and are not, at any time, to be utilized, distributed, copied or otherwise employed or acquired by the Company and/or the Operators and/or the Facilities, except as authorized in writing by the Manager or except as may be required by law. Manager Protected Information used in this Section 8.1 does not include any information collected or prepared by Manager exclusively for the benefit of or on behalf of the Company and/or the Operators.

(b) Ownership. The Manager shall own all rights, title and interest, including but not limited to all intellectual property rights, in and to Manager Protected Information. To the extent that ownership in such Manager Protected Information does not automatically vest in Manager, the Company on behalf of itself and the Operators and Facilities hereby transfer and assign to Manager, as applicable, all rights, title and interest which the Company or an Operator may have in the Manager Protected Information. The Company shall, and shall cause the Operators and Facilities to, complete and execute any other documents reasonably requested by Manager to confirm the conveyance of all Manager Protected Information.

(c) Survival. The provisions of this Section 8.1 shall survive the expiration or sooner termination of this Agreement.

8.2 Property Interests/Confidentiality of Company's and Operators' Protected Information.

(a) Work Product. "Work Product" means all work, ideas, inventions, discoveries, processes and improvements, computer programs, specifications, operating instructions, notes, technical drawings, designs and all related documentation (whether or not patentable) created or first reduced to practice by Manager, alone or with others, in providing the services to the Company and the Operators under this Agreement and exclusively used in the provision of the services and not at any other location by Manager.

(b) Owner of Medical Records, Company Protected Information and Work Product.

(i) "Medical Records" mean all information concerning the healthcare services provided to an individual in any aspect of healthcare delivery by the Operator in a Facility, and/or documenting healthcare or health status of an individual. "Company Protected Information" means all information concerning the Company's and the Operators' businesses or assets that is not generally known to the public, including, but not limited to, information relating to the assets, business, operations, management, performance, structure, status and activities of the Company and the Operators; organizational documents of the Company and the Operators; books, records, tax returns, appraisals and similar documents of the Company and the Operators; financial and performance statements of the Company and the Operators; and business plans and strategies of the Company and the Operators. The Company and the Operators shall own all rights, title, and interest, including but not limited to all intellectual property rights, in and to all Company Protected Information and Work Product. To the extent that ownership in such Company Protected Information and Work Product does not automatically vest in Company or an Operator, Manager hereby transfers and assigns to Company and/or the Operator, as applicable, all rights, title, and interest which Manager may have in such Company Protected Information and Work Product. Manager agrees to complete and execute any other documents reasonably requested by Company to confirm the conveyance of all Company Protected Information and Work Product.

(c) Use and Disclosure of Medical Records, Protected Information and Work Product. Manager acknowledges that it will be given access to Medical Records, Company Protected Information and Work Product in connection with Company's and the Operators' businesses and their operations, and each of the Company and Operators acknowledges that it will be given access to Manager Protected Information in connection with Manager's businesses and their operations. Each Party shall comply with all applicable laws concerning the privacy, security and confidentiality of Medical Records. Each of the Parties further acknowledges that the other Parties have devoted and will devote substantial time, money and effort in the development of Manager Protected Information, Company Protected Information and Work Product (as applicable) and in maintaining the proprietary and confidential nature thereof. Each of the Parties expressly acknowledges and agrees that the Manager Protected Information, Company Protected Information and Work Product (as applicable) is proprietary and confidential and that if any of the Manager Protected Information, Company Protected Information and Work Product (as applicable) were used or imparted to a person or entity that is in competition with Manager, Company and/or the Operators (as applicable), such disclosure would result in

hardship, loss, irreparable injury and damage to Manager, Company and the Operators (as applicable), the measurement of which would be difficult, if not impossible, to determine. Accordingly, each of the Parties expressly agrees that the other Parties have a legitimate interest in protecting the Manager Protected Information, Company Protected Information and Work Product (as applicable) and their business goodwill, and that it is necessary for them to protect their businesses from such hardship, loss, irreparable injury and damage. Each of the Parties agrees that it will use commercially reasonable efforts and take steps to protect and safeguard the Manager Protected Information, Company Protected Information and Work Product (as applicable), that such Party will not, directly or indirectly, use, disclose, distribute, or disseminate to any other person, entity, business or corporation or otherwise employ the Manager Protected Information, Company Protected Information and Work Product (as applicable), either for such Party's own benefit or for the benefit of another, except as required in the ordinary course of Manager's engagement by Company, upon the approval of the owner of such information or as required by law. Each of the Parties shall use such Manager Protected Information, Company Protected Information and Work Product (as applicable) only in the course of its duties to the other Parties under this Agreement and for no other purpose.

(d) Duty Not to Use or Disclose After Termination. The confidentiality obligations set forth in Section 8.1 and Section 8.2 shall continue as long as the Company Protected Information, Manager Protected Information and Work Product and/or records remain confidential (except that the obligations shall continue if the Company Protected Information, Manager Protected Information or Work Product are disclosed and lose their confidential nature through improper means, including, but not limited to, any breach of this Agreement or otherwise) and shall survive the termination of this Agreement.

(e) Ownership of Records and Copies. Any and all documents, records and copies of records, including, but not limited to, hard copies or copies stored on a computer or disk, e-mail, databases, etc. pertaining to Medical Records, Company Protected Information and Work Product that are made or received by Manager in the course of its engagement with Manager shall be deemed to be the property of Company or the Operators. Any and all documents, records and copies of records, including, but not limited to, hard copies or copies stored on a computer or disk, e-mail, databases, etc. pertaining to Manager Protected Information that are made or received by the Company or an Operator in the course of its engagement with Manager shall be deemed to be the property of Manager.

(f) Return Upon Termination. Upon termination of this Agreement for any reason, (i) Manager shall deliver to Company all documents, records and copies of records, including, but not limited to, hard copies or copies stored on a computer or disk, e-mail, databases, etc. pertaining to Medical Records, Company Protected Information and Work Product and all other property of Company, to the extent in Manager's possession or under Manager's custody or control, within ten (10) business days, provided however, Company and the Operator(s) agree that Manager may retain a copy of such information for litigation, dispute resolution purposes and similar purposes and (ii) the Company shall, and shall cause the Operators to, deliver to Manager all documents, records and copies of records, including, but not limited to, hard copies or copies stored on a computer or disk, e-mail, databases, etc. pertaining to Manager Protected Information and all other property of Manager, to the extent in the Company's or an Operator's possession or under the Company's or an Operator's custody or

control, within ten (10) business days. Each Party shall maintain such records for the longer of the applicable period under law or five (5) years and afford access to such information upon the other Party's reasonable request.

(g) Violations. In the event of any violation of these confidentiality obligations, a Party shall be authorized and entitled to obtain immediate and permanent injunctive relief, as well as any other relief permitted by law. Each Party waives any requirement that the other Party post a bond as condition for obtaining any such relief.

(h) The provisions of this Section 8.2 shall survive the expiration or sooner termination of this Agreement.

8.3 Remedies. The Parties agree that an aggrieved party who is the beneficiary of any restriction contained herein may not be adequately compensated for damages for a breach of the covenants contained in this Article VIII, and such aggrieved party shall be entitled to injunctive relief and specific performance in addition to all other remedies. If a court of competent jurisdiction shall finally determine that the restraints provided for in this Article VIII, are too broad as to the activity, geographic area or time covered, said activity, geographic area or time covered will be reduced to whatever extent the court deems necessary, and such covenant shall be enforced as to such reduced activity, geographic area or time period.

ARTICLE IX REPRESENTATIONS AND WARRANTIES

9.1 Organization and Standing of Company and Operators. The Company and the Operators represent and warrant to Manager, on a joint and several basis, that each of them is duly incorporated or organized, validly existing and in good standing or its equivalent under the laws of the state of its incorporation or organization, and that each of them has the power and authority to own the property and assets now owned by it and to conduct the business presently being conducted by it.

9.2 Authorization and Enforceability. The Company and the Operators represent and warrant to Manager, on a joint and several basis, (a) that this Agreement has been duly executed and delivered by each of them and constitutes a valid and legally binding obligation, enforceable against each of them in accordance with its terms, subject to bankruptcy, insolvency, reorganization, and similar laws affecting the enforcement of creditor's rights or contractual obligations generally and, as to enforcement, to general principles of equity, regardless of whether applied in a proceeding at law or in equity, and (b) that the execution and delivery of this Agreement and the obligations created hereby have been duly authorized by all necessary proceedings on the part of the Company and the Operators.

9.3 Absence of Conflicting Agreements. The Company and the Operators represent and warrant to Manager, on a joint and several basis, that neither the execution or delivery of this Agreement, or any of the other instruments and documents required or contemplated hereby and thereby (collectively, the "Transaction Documents") by it, nor the performance by it of the transactions contemplated hereby and thereby, materially conflicts with, or constitutes a material breach of or a material default or requires the consent of any third party (except consents already

obtained) under (a) its Articles of Organization or Operating Agreement, as applicable; or (b) any applicable law, rule, judgment, order, writ, injunction, or decree of any court, currently in effect; or (c) to the best of its knowledge, any applicable rule or regulation of any administrative agency or other governmental authority currently in effect; or (d) any agreement, indenture, contract or instrument to which it is now a party or by which its assets are bound.

9.4 Organizing and Standing of Manager. Manager represents and warrants to Company and the Operators that Manager is a limited liability company, duly organized, validly existing and in good standing under the laws of the State of Delaware, and that it has the power and authority to own the property and assets now owned by it and to conduct the business presently being conducted by it.

9.5 Authorization and Enforceability. The Manager represents and warrants to the Company and the Operators (a) that this Agreement has been duly executed and delivered by it and constitutes a valid and legally binding obligation, enforceable against it in accordance with its terms, subject to bankruptcy, insolvency, reorganization, and similar laws affecting the enforcement of creditor's rights or contractual obligations generally and, as to enforcement, to general principles of equity, regardless of whether applied in a proceeding at law or in equity, and (b) that the execution and delivery of this Agreement and the obligations created hereby have been duly authorized by all necessary proceedings on the part of the Manager.

9.6 Absence of Conflicting Agreements. Manager represents and warrants to Company and the Operators that neither the execution or delivery of this Agreement, or any of the Transaction Documents by Manager, nor the performance by Manager of the transactions contemplated hereby and thereby, materially conflicts with, or constitutes a material breach of or a material default or requires the consent of any third party (except consents already obtained) under (a) the organizational documents of Manager; or (b) any applicable law, rule, judgment, order, writ, injunction, or decree of any court, currently in effect; or (c) to the best of its knowledge, any applicable rule or regulation of any administrative agency or other governmental authority currently in effect; or (d) any agreement, indenture, contract or instrument of which Manager is now a party or by which the assets of Manager are bound.

9.7 Manager's Independent Business Operations. Manager represents and warrants that a substantial number of the management personnel of Manager as of the Effective Date who will provide the management services to be performed under this Agreement have previously been engaged in the active conduct of the business of managing and operating healthcare facilities for PHP Holdings, LLC and its affiliated operating subsidiaries (as officers or employees of such entities) prior to forming Manager.

ARTICLE X SUCCESSORS AND ASSIGNS

10.1 Ability of Manager to Assign This Agreement. Manager shall have no right to assign this Agreement to another person or entity without the prior written consent of the Company, which consent may be withheld in the Company's sole and absolute discretion. Neither the Company nor any of the Operators, shall have a right to assign this Agreement.

10.2 Binding Effect. This Agreement shall be binding upon the respective successors and permitted assigns of the parties hereto and shall inure to the benefit of and be enforceable by the parties hereto and their respective successors and permitted assigns.

10.3 Subcontracting. The Manager may subcontract any of its management responsibilities and duties under this Agreement, *provided, however*, that (a) any such subcontracting party is an EIK (as defined in Section 1.5) and (b) Manager shall remain responsible and liable for the fulfillment of all its obligations and duties set forth in this Agreement.

ARTICLE XI REGULATORY MATTERS

11.1 Regulatory Compliance. The Parties agree that no part of this Agreement shall be construed to induce or encourage the referral of patients or the purchase of health care services or supplies. The Parties acknowledge that there is no requirement under this Agreement or any other agreement between the Company (or its Affiliates) and the Manager (or its Affiliates) that either party refer any patients to any healthcare provider or purchase any healthcare goods or services from any source. No payment made under this Agreement shall be in return for such referral or purchase. In particular, while Manager may develop and recommend marketing/community outreach strategies and implement marketing/community outreach strategies on behalf of the Company, the Operators or the Facilities, Manager shall not actively and directly market the Facilities to actual or potential patients or referral sources and shall not bring patients or induce referrals to the Facilities. All direct marketing of the Facilities and community liaison activities shall be performed by Operator or Facility employees or contractors.

(a) Representations and Warranties. Each Party represents and warrants that it is and shall remain throughout the Term in compliance, in all material respects, with all applicable federal and state laws and regulations related to this Agreement and the services to be provided hereunder, including without limitation, statutes and regulations related to fraud, abuse, false claims/statements, referrals, prohibition of kickbacks and the Health Insurance Portability and Accountability Act. The Parties further represent, warrant and covenant to each other that as of the date of this Agreement, and for the Term, with respect to any applicable federal health care program as defined in Section 1128B of the Social Security Act (42 U.S.C. 1320a-7b(f)) or any State health care program as defined in Section 1128B of the Social Security Act (42 U.S.C. 1320a-7b(h)) (collectively, the "Programs"): neither (i) the representing party; (ii) any individual with a direct or indirect ownership of five percent (5%) or more of the representing party; nor (iii) any director, officer, or, to the knowledge of such Party, employee of the representing party; has ever been debarred, suspended or excluded from any Program. Each Party covenants to immediately notify the other in writing if this representation is no longer true, or if such Party is sanctioned or has a civil monetary penalty levied under any program.

(b) Severability. In the event that any clause or provision of this Agreement is determined to be illegal, that provision or clause shall be deemed unenforceable and invalidated. Upon invalidation of a provision or clause of the Agreement pursuant to this Section, the Parties shall exercise their best efforts to renegotiate the Agreement to comply with the requirements of

law, amending the Agreement, if necessary, in accordance with the provisions contained in this Agreement. If the Parties fail to reach such an accommodation after ninety (90) days following a written request by either of the Parties to discuss such an accommodation, then either Party may terminate this Agreement upon thirty (30) days written notice, with no further obligations, financial or otherwise, to the other Party.

11.2 Access to Records. Until the expiration of four (4) years after furnishing of services pursuant to this Agreement or other time period required by applicable law, Manager shall upon written request, make available to the Secretary of the Department of Health and Human Services (“HHS”), the Comptroller General, or any of their duly authorized representatives, this Agreement, and any books, documents and records that are necessary to certify the nature and extent of the costs incurred by Company under this Agreement. This provision will apply if the amount paid under this Agreement is \$10,000 or more over a twelve (12) months period. The availability of Manager’s books, documents and records will at all times be subject to such criteria and procedures for seeking access as may be promulgated by the Secretary of HHS in regulations, and other applicable laws. Manager’s disclosure under this provision will not be construed as a waiver of any legal rights to which Manager or Company may be entitled under statute or regulation.

11.3 HIPAA. As required by law, the Parties shall execute a Business Associate Agreement in order to comply with the requirements of the Health Insurance Portability and Accountability Act (“HIPAA”) Privacy and Security Rules.

ARTICLE XII MISCELLANEOUS PROVISIONS

12.1 Notices. Any notice or communication by any Party to the other shall be in writing and shall be given and be deemed to have been duly given, upon the date delivered or date of first refusal, by commercial express overnight delivery service or by postage pre-paid, registered, express, or certified mail, addressed as follows:

To Manager: Prospect Healthcare Facilities Management, LLC
3415 South Sepulveda Blvd., 9th Floor
Los Angeles, California 90034
Attention: Eric Samuels
Email: Eric.Samuels@prospectmedical.com
Facsimile: (310) 943-4501

with a copy to: c/o Prospect Medical Holdings, Inc.
3415 South Sepulveda Blvd., 9th Floor
Los Angeles, California 90034
Attention: Frank Saidara, Co-General Counsel
Email: Frank.Saidara@prospectmedical.com
Facsimile: (310) 943-4501

and: Sheppard Mullin Richter & Hampton LLP
1901 Avenue of the Stars, Suite 1600

Los Angeles, CA 90067-6017
Attention: Eric A. Klein, Esq., or Nioura F. Ghazni, Esq.
Email: EKlein@sheppardmullin.com
NGhazni@sheppardmullin.com
Facsimile: (310) 228-3988

To Company or Operators: PHP Holdings, LLC
600 City Parkway West, 10th Floor,
Orange, CA 92868
Attn: Rob Elders, Co-General Counsel
Email: Rob.Elders@prospectmedical.com
Facsimile: (210) 640-3286

with copies to: c/o Medical Properties Trust, Inc.
1000 Urban Center Drive, Suite 501
Birmingham, AL 35242
Attn: Legal Department
Facsimile: (205) 969-3756
Email: legal@medicalpropertiestrust.com

and: Baker, Donelson, Bearman, Caldwell & Berkowitz, PC
1901 Sixth Avenue North
Suite 2600
Birmingham, AL 35203
Attn: Thomas O. Kolb, Esq.
Facsimile: (205) 322-8007
Email: tkolb@bakerdonelson.com

or to such other address, and to the attention of such other person or officer as any party may designate in writing by notice.

12.2 No Partnership or Joint Venture. Nothing contained in this Agreement shall constitute or be construed to be or create a partnership or joint venture between Company and the Operators, or their successors or assigns, on the one part, and Manager, its successors, or assigns on the other part. Notwithstanding the foregoing, the Parties hereby agree that they shall each have a duty to act in good faith and to deal fairly with the other parties hereto.

12.3 Modifications and Changes. This Agreement cannot be changed or modified except by another agreement in writing signed by Company and Manager.

12.4 Understanding and Agreements. This Agreement, the LLC Agreement, and the other documents executed in connection therewith constitutes the entire understanding and agreement of whatsoever nature or kind existing between the Parties with respect to Manager's management of the Facilities and all prior negotiations, understandings, covenants, representations, warranties and agreements (if any) pertaining to the subject matter hereof are merged into this Agreement. It is expressly agreed that there are no verbal understandings, covenants, representations, warranties, or agreements which in any way change the terms,

covenants, and conditions set forth in this Agreement. The Parties have not relied upon, and shall not be entitled to rely upon, any prior or contemporaneous agreements, understandings, representations, covenants, warranties, or statements (oral or written) other than this Agreement in effecting the transactions contemplated herein or otherwise.

12.5 Headings, Etc. The article and paragraph headings contained herein are for convenience of reference only and are not intended to define, limit, or describe the scope or intent of any provision of this Agreement.

12.6 Approval of Consent. Whenever under any provisions of this Agreement, the approval or consent of each party is required, the decision thereon shall be promptly given and such approval or consent shall not be unreasonably withheld, delayed or conditioned, unless this Agreement expressly provides that a decision shall be made in a Party's sole discretion. For all purposes under this Agreement, Manager shall determine solely from the latest such notification received by it the person or persons authorized to give such approval or consent. Manager shall rely exclusively and conclusively on the designation set forth in such notification, notwithstanding any notice of knowledge to the contrary.

12.7 Governing Law. THIS AGREEMENT SHALL BE DEEMED TO HAVE BEEN MADE AND SHALL BE CONSTRUED AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE OF DELAWARE, WITHOUT REGARD TO ITS LAWS REGARDING CONFLICTS OF LAW. THE PARTIES HERETO AGREE THAT ANY SUIT, ACTION OR OTHER LEGAL PROCEEDING IN CONNECTION WITH THIS AGREEMENT SHALL BE BROUGHT IN THE STATE OR FEDERAL COURTS OF THE STATE OF DELAWARE. THE PARTIES HERETO WAIVE ANY OBJECTION TO SUCH JURISDICTION AND VENUE IN ANY OF SUCH COURTS.

12.8 Waiver of Jury Trial. TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE PARTIES HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE THE RIGHT TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON, ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENT (WHETHER VERBAL OR WRITTEN) OR ACTION OF ANY PARTY OR ANY EXERCISE OF ANY PARTY OF THEIR RESPECTIVE RIGHTS HEREUNDER OR IN ANY WAY RELATING TO THIS AGREEMENT (INCLUDING ANY CLAIM OR DEFENSE ASSERTING THAT THIS AGREEMENT WAS FRAUDULENTLY INDUCED OR IS OTHERWISE VOID OR VOIDABLE). THIS WAIVER IS A MATERIAL INDUCEMENT FOR EACH OF THE PARTIES TO ENTER INTO THIS AGREEMENT.

12.9 Legal Fees and Expenses. In the event any claim is made by one Party to this Agreement against any other Party to this Agreement, the Non-Prevailing Party (as herein defined), and only the Non-Prevailing Party, shall be responsible for paying and/or reimbursing the reasonable costs (including costs of investigation), expenses and legal fees of the other Party to the claim. "Non-Prevailing Party" means, with respect to any claim between any Parties hereto, such party determined as the non-prevailing party by a court with proper jurisdiction.

12.10 Enforceability. Should any provision of this Agreement be unenforceable as among the Parties, such unenforceability shall not affect the enforceability of the other provisions of this Agreement.

12.11 Counterpart and Facsimile Execution. This Agreement may be executed in any number of counterparts with the same effect as if the Parties hereto had signed the same document. All counterparts will be construed together and shall constitute one agreement. Signatures transmitted by facsimile or email delivery shall have the same effect as original signatures.

12.12 No Waiver. No failure by any Party to insist upon the strict performance of any term of this Agreement or to exercise any right, power or remedy consequent upon a breach thereof, and no acceptance of full or partial performance under the terms of this Agreement during the continuance of any such breach, shall constitute a waiver of any such breach or any such term. To the extent permitted by law, no waiver of any breach shall affect or alter this Agreement, which shall continue in full force and effect with respect to any other then existing or subsequent breach. The Parties agree that no waiver shall be effective hereunder unless it is in writing.

12.13 Further Assurances. Each Party hereto shall perform any further acts and execute and deliver any documents that may be reasonably necessary to carry out the provisions of this Agreement.

12.14 Force Majeure. No Party shall be liable or deemed to be in default for any delay or failure to perform under this Agreement resulting, directly or indirectly, from acts of God, civil or military authority, acts of public enemy, war, accidents, fires, explosions, earthquakes, floods, strikes or other work interruptions by any Party's employees or any other similar cause beyond the reasonable control of a non-performing Party.

12.15 Third Party Beneficiary. MPT Picasso TRS and its Affiliates are intended third party beneficiaries with respect to Section 1.5 of this Agreement.

12.16 No Offset. Whenever any Party is to pay any sum to any other Party or any Affiliate or related person thereof, no amounts that such Party or such [Affiliate]or related person owes to such other Party may be deducted or otherwise set off or recouped from that sum before payment unless there is a final, non-appealable order that such Party or such Affiliate or related person owes such amounts.

12.17 Specific Performance. In addition to any rights and remedies available to the Parties hereunder or at law, each Party shall be entitled to bring an action for specific performance and to seek other equitable relief in connection with any breach or violation, or any attempted breach or violation, of the provisions of this Agreement, without the necessity of showing actual damages or furnishing bond or other security.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK;

SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Management Services Agreement as of the Effective Date.

MANAGER:

PROSPECT HEALTHCARE FACILITIES
MANAGEMENT, LLC

By: _____
Name: _____
Title: _____

COMPANY:

PHP HOLDINGS, LLC

By: Prospect Healthcare Facilities Management, LLC
Its: Manager

By: _____
Name: _____
Title: _____

OPERATOR:

ALTA NEWPORT HOSPITAL, LLC

By: _____
Name: _____
Title: _____

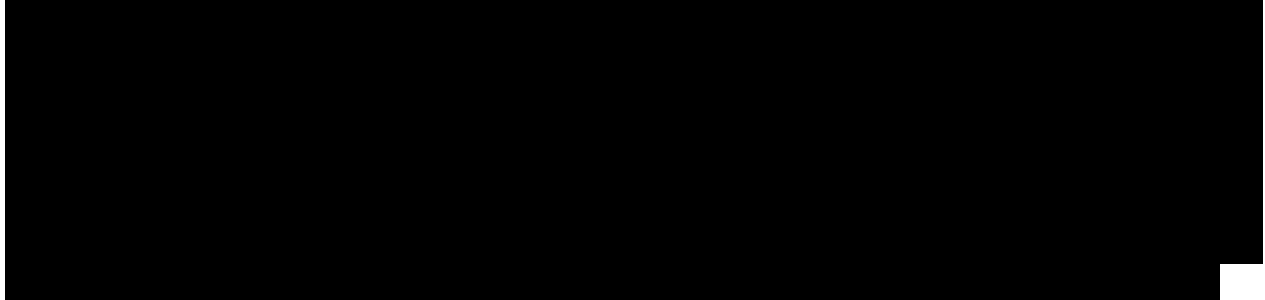
Schedule A

Management Fee

The Parties may amend or modify any part of this Schedule A at any time upon mutual agreement of the parties hereto through the execution of an amendment signed by both parties.

FEES

A. Foothill Regional Medical Center Fees:



<u>Functions</u>	<u>Services Provided</u>	<u>Fee</u>
Back-end Revenue Cycle Management Services	Patient financial accounting	[Redacted]
	CBO	
	Quality shared management	
	Utilization review shared management	
	Admitting shared management	
	Medical records shared management	
Information Technology	Credentialing shared management	[Redacted]
	Network management	
	Infrastructure management	
	Clinical applications	
Finance/Administration	Licenses	[Redacted]
	Support services	
	General accounting	
	Accounts payable	
	Financial planning & analysis	
	Financial reporting	
	Legal support	
	Compliance support	
	Treasury support	
Payroll		

B. Company Management Fees:

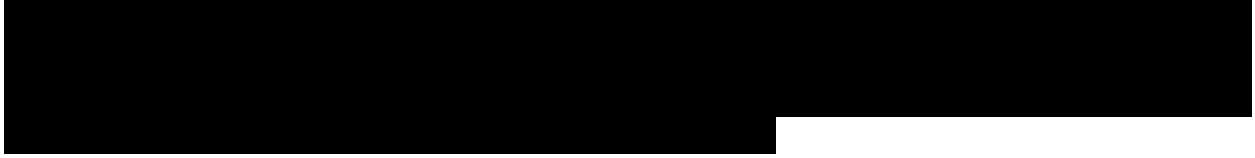


EXHIBIT E

RELEASED DEFAULTS

Item	Details	Monetary Default?	Amount	Entities
Property Insurance Premium	2020/2021 & 2021/2022 Property Insurance Premium Outstanding	Yes	\$783,708.00	All facilities covered under MPT property insurance
Interest	Mortgage Loan Tranche 2 Interest Balance through 05/23/2023	Yes	\$9,137,500.00	Foothill
Rent & Interest	Deferred Rent and Interest due through 11/30/2022	Yes	\$32,944,055.61	All facilities + TRS Note
Rent & Interest	Deferred Rent and Interest due 03/01/2023 through 05/31/2023	Yes	\$34,261,817.83	All facilities + TRS Note
Interest	1% Interest on Deferred Rent and Interest through 5/23/2023	Yes	\$2,376,431.05	All facilities + TRS Note
Rent	Past Due Rent and Interest Amounts due through 2/1/2023	Yes	\$37,269,011.65	All facilities + TRS Note
Interest	5% Overdue Rate on Late Payments through 5/23/2023	Yes	\$2,000,157.74	All facilities + TRS Note
Penalties	5% Penalty charge on Late Payments through 5/23/2023	Yes	\$1,863,450.58	All facilities + TRS Note
Interest	5% Interest charge on Late Repayment of Mortgage Loan Tranche 2 Principal through 5/23/2023	Yes	\$7,522,069.33	Foothill
Penalties	5% Penalty charge on Late Repayment of Mortgage Loan Tranche 2 Principal through 5/23/2023	Yes	\$5,000,000.00	Foothill
Consolidated Cash Balance	Per Amendment to the ML dated 7/26/2022, Prospect required to maintain a minimum consolidated cash balance of		N/A	All facilities

Exhibit E - 1

	\$40M at month end and on a monthly basis.			
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EXHIBIT F

UNCURED DEFAULTS

Item	Details	Monetary Default?	Amount	Entities
Imposition #3384	Insurance Installments – February (Sent on 4/4/2023)	Yes	\$214,284.08	All facilities
Imposition #3387	CT Corporate Fee (Sent on 4/4/2023)	Yes	\$102.96	Hollywood
Lien	Waterbury Mechanics Lien filed by Siemens Industry, Inc.	Yes	\$778,739.91	Waterbury
Lien	Crozer Chester Medical Center - “Notice of Intent to Lien” delivered by Elliott-Lewis Corporation	Yes	\$ 261,678.00	Upland
Lien	Crozer Chester Medical Center - “Notice of Intent to Lien” delivered by Super Sky Products Enterprises, LLC	Yes	\$ 62,750.00	Upland
Property Taxes	Upper Darby School District Jurisdiction	Yes	\$ 3,482,828.38	Drexel Hill
Property Taxes	Chester SD Jurisdiction – Upland Borough	Yes	\$ 2,124,785.91	Upland
Property Taxes	Ridley SD Jurisdiction	Yes	\$ 1,687,772.19	Ridley Park
Property Taxes	Upper Darby Township Interim Bills	Yes	\$ 1,202,605.49	Drexel Hill
Property Taxes	Chester SD Jurisdiction – Chester City	Yes	\$ 153,078.87	Upland
Property Taxes	Delaware County Jurisdiction	Yes	\$ 54,620.29	Drexel Hill
Property Taxes	Delaware County Jurisdiction	Yes	\$ 29,005.49	Upland
Property Taxes	Upper Darby School District Jurisdiction	Yes	\$ 26,195.91	Upland
Property Taxes	Waterbury City – Water/Sewer	Yes	\$ 25,289.99	Waterbury
Property Taxes	Chester City Stormwater	Yes	\$ 381.30	Upland

Exhibit F - 1

Reserves for Major Repairs	Prospect required to provide documentation detailing the major repairs made during previous calendar year with a minimum spend of \$1,103 per bed for 2022		N/A	All facilities
Audit	Audit due 120 days after FY end; extension through 6/6/2023 granted.		N/A	All facilities
Financial Statements	Prospect required to provide Springfield and Taylor financials broken out beginning 10/1/2021		N/A	Springfield and Taylor
Post-Closing Action	Foothill Intercompany Loan “Post-Closing Action” per Article XVI		N/A	Foothill

DISCLOSURE SCHEDULES

See Attached.

Disclosure Schedules - 1

DISCLOSURE SCHEDULES

to the

AMENDED AND RESTATED

MASTER RESTRUCTURING AGREEMENT

by and among

PROSPECT MEDICAL HOLDINGS, INC. (“Prospect Medical”),

PHP HOLDINGS, LLC (“PHP Holdings”),

PROSPECT HEALTHCARE FACILITIES MANAGEMENT, LLC (“ManageCo”),

**and each of the entities signed as Affiliates of PHP Holdings and Prospect Medical therein
(collectively, the “Prospect Parties”)**

and

MPT PICASSO INVESTORS TRS, LLC (“MPT Picasso TRS”),

**and each of the entities signed as Affiliates of MPT Picasso TRS therein (collectively, the “MPT
Parties”),**

Dated as of May 23, 2023

DISCLOSURE SCHEDULES

These Disclosure Schedules are hereby delivered by the Prospect Parties, in accordance with that certain Amended and Restated Master Restructuring Agreement (the “Agreement”), dated as of May 23, 2023, by and among (i) **PROSPECT MEDICAL HOLDINGS, INC.**, a Delaware corporation (“Prospect Medical”), **PHP HOLDINGS, LLC**, a Delaware limited liability company (“PHP Holdings”), Prospect Healthcare Facilities Management, LLC, a Delaware limited liability company (“ManageCo”), and each of the entities signed as their Affiliates therein (such Affiliates, together with Prospect Medical, PHP Holdings, and ManageCo, collectively, the “Prospect Parties”), and (ii) **MPT PICASSO INVESTORS TRS, LLC**, a Delaware limited liability (“MPT Picasso TRS”), and each of the entities signed as their Affiliates therein (such Affiliates, together with MPT Picasso TRS, collectively, the “MPT Parties”). Any capitalized terms used in these Disclosure Schedule but not otherwise defined shall have the respective meanings assigned to such terms in the Agreement.

These Disclosure Schedules have been arranged to correspond to particular Sections of the Agreement and any matter, fact or item disclosed in any section or paragraph of these Disclosure Schedules shall be considered disclosed with respect to such other section or paragraph of these Disclosure Schedules or the Agreement, as the case may be, if the relevance of such disclosure to such other section or paragraph is reasonably apparent on its face. Each reference to an agreement, contract, list, instrument or other matter listed in these Disclosure Schedules shall be deemed to incorporate herein such referenced item in its entirety, including any and all exhibits, Disclosure Schedules, annexes and other attachments to such document, and the terms thereof.

The headings, captions and cross-references in these Disclosure Schedules are included for convenience of reference only and shall in no way (i) modify, limit or affect any information provided in these Disclosure Schedules, (ii) be considered in construing or interpreting any information provided in these Disclosure Schedules or (iii) expand the scope of information required to be disclosed in these Disclosure Schedules.

Neither the specification of any dollar amount in any representation or warranty contained in the Agreement nor the inclusion of any specific item in any section or paragraph of these Disclosure Schedules is intended to imply that such amount, or higher or lower amounts, or the item so included or other items, are or are not material, or are or are not in the ordinary course of business, and no Party shall use the fact of the setting forth of any such amount or the inclusion of any such item in any dispute or controversy between the Parties as to whether any obligation, item or matter not described herein or included in any section or paragraph of these Disclosure Schedules is or is not material for purposes of the Agreement, or is or is not in the ordinary course of business.

In disclosing the information contained in these Disclosure Schedules, the Prospect Parties expressly do not waive any attorney-client or other privileges associated with such information or any protection afforded by the work-product doctrine or any similar doctrine with respect to any of the matters disclosed therein. The Prospect Parties shall not be prejudiced in any manner whatsoever, and no presumptions shall be created, by virtue of the disclosure of any item or matter herein which otherwise is not required to be disclosed by the Agreement.

Schedule 7.3(a)

No Conflict; Consents

- I. Consent required pursuant to the terms of the following Contract in connection with the Amendment to Connecticut Master Agreement:**
1. Asset Purchase Agreement by and among Yale New Haven Health Service Corporation, Prospect Medical Holdings, Inc., and the Selling Entities (as defined therein), dated October 5, 2022.
- II. Consent required pursuant to the terms of the following Contracts in connection with the merger of Alta Newport with and into Foothill Propco:**
1. Leasing Schedules #20006160, #20007123, and uncommenced Leasing Schedule #20005384, dated March 8, 2021, July 8, 2021, and November 2020, respectively, by and between Siemens Financial Services, Inc. and Alta Newport Hospital, LLC d/b/a Foothill Regional Medical Center.
- III. Consent required pursuant to the terms of the following Contracts in connection with the Conversion of Phase I Convertible Note to the extent the same results in a “change of control” of the applicable Prospect Party thereunder:**
1. Medicaid Provider-Group Agreement, by and between Aetna Better Health of Texas, Inc. and Prospect Health Services TX, Inc., effective September 1, 2018, as amended by that certain Amendment to Provider Agreement, effective September 1, 2019.
 2. Physician Hospital Organization Agreement, by and between Aetna Health of California Inc. and Prospect Health Plan Inc., effective August 1, 2019, as amended effective January 1, 2020, and August 1, 2020.
 3. Provider Agreement, by and between Amerigroup Texas, Inc. and Prospect Health Services TX, Inc., effective June 1, 2019.
 4. Health Care Service Corporation Professional Provider Agreement, by and between Blue Cross and Blue Shield of Texas and Prospect Health Services TX, Inc., effective January 1, 2022.
 5. Provider Agreement Global Risk HMO IPA Medical Group, by and between Blue Shield of California and Prospect Health Plan, Inc., effective January 1, 2017, as amended effective January 1, 2021.
 6. Agreement for the Provision of Professional and Hospital Global Service, by and between Clever Care of Golden State, Inc. and Prospect Health Plan, Inc., effective January 1, 2021, as amended effective August 1, 2022.
 7. Participation Agreement, by and between Devoted Health, Inc. and Prospect Health Services TX, Inc., effective October 17, 2020.
 8. Plan-to-Plan Agreement, by and between Health Net of California, Inc. and Prospect Health Plan, Inc., effective September 1, 2014, as amended by that certain First

- Amendment, effective September 1, 2015, Second Amendment, effective January 1, 2017, Third Amendment, effective January 1, 2018, and Fourth Amendment, effective November 1, 2018.
9. Professional and Hospital Services Agreement, by and between Human Health Plan of CA, Inc. and Prospect Health Plan, Inc., effective March 1, 2015, as amended by that certain First Amendment, effective January 1, 2016, Second Amendment, Effective January 1, 2019, Third Amendment, effective September 1, 2020, and Fourth Amendment, effective January 1, 2021.
 10. Medicare Advantage – HMO Services Contract, by and between Orange County Health Authority dba CalOptima and Prospect Health Plan, Inc., effective January 1, 2023.
 11. Medi-Cal HMO Amended and Restated Contract for Health Care Services, by and between Orange County Health Authority, a public agency, dba CalOptima and Prospect Health Plan, Inc., effective June 30, 2019, as amended effective October 1, 2019, January 1, 2020, January 1, 2020, July 1, 2020, January 1, 2021, January 1, 2021, effective July 1, 2021, September 1, 2021, January 1, 2022, and July 1, 2022.
 12. Health Services Agreement, by and between Cigna HealthCare of California, Inc. and Prospect Health Plan, Inc., effective January 1, 2021, as amended by that certain Amendment Number One, effective June 1, 2021, and June 1, 2022.
 13. Provider Services Agreement, by and between Molina Healthcare of Texas, Inc. and Prospect Health Services TX, Inc., effective August 1, 2017.
 14. Care Coordination and Managed Care Services Agreement, by and between NeueHealth Advantage ACO, LLC (f/k/a Physicians Plus ACO, LLC) and Prospect Medical Systems, LLC (f/k/a Prospect Medical Systems, Inc.), effective August 4, 2021, as amended effective April 22, 2022, and January 1, 2023.
 15. Medicare Advantage Provider Group Agreement, by and between SCAN Desert Health Plan, Inc. and Prospect Medical Group AZ, LLC (f/k/a Prospect Medical Group AZ, Inc.), effective January 1, 2022.
 16. Agreement for the Provision of Provider Group Services, by and between SCAN HealthPlan and Prospect Health Plan, Inc., effective February 1, 2016, as amended effective February 1, 2016, May 1, 2016, January 1, 2021, and May 1, 2021.
 17. Health Services Agreement (Global Capitation), by and between United Healthcare and Prospect Health Plan, Inc., effective January 1, 2017.
 18. Participating Provider Agreement, by and between Wellcare Health Plans, Inc. and Prospect Health Services TX, Inc., effective August 1, 2021.

Schedule 7.3(b)

Governmental Approvals

I. PRE-CLOSING APPROVAL AND CONSENTS REQUIREMENTS. The following approvals and consents from Governmental Bodies are required in order to consummate the transactions contemplated by the Agreement and other Restructuring Documents:

a) California:

1. DMHC: If Prospect elects to secure the Foothill Intercompany Loan with a second-lien deed of trust on real property known as Foothill Regional Medical Center (the "Foothill Second Mortgage") on the Closing Date of the Transactions, then a sixty-day notice and approval from the California Department of Managed Health Care ("DMHC") is required to consummate the Foothill Second Mortgage as a component of the Transaction. In accordance with Section 6.2(h) of the Agreement, Prospect may defer collateralization of the Foothill Intercompany Loan by the Foothill Second Mortgage until after the Closing Date of the Transactions, by notice given to MPT at or before such Closing Date; notwithstanding such deferral, Prospect will remain subject to compliance with the subordination requirement set forth in Section 6.2(h) and receipt of DMHC approval.
2. CDPH Hospital License: An application with respect to Alta Newport Hospital, LLC's Hospital License must be filed with the California Department of Public Health prior to the closing of the Phase II Transactions.
3. Hospital Pharmacy Licenses: New applications for Alta Newport Hospital, LLC's Hospital Pharmacy License HSP 57632 and Sterile Compounding Pharmacy License LSC 101527 must be filed with the California Board of Pharmacy and temporary licenses must be issued by the California Board of Pharmacy prior to the closing of the Phase II Transactions.
4. Knox-Keene License: A notice of material modification must be submitted for Prospect Health Plan, Inc. to the DMHC, which notifies and requests the approval the DMHC of the Phase II Transactions.

II. SUPPLEMENTAL INFORMATION. The following notices are required to be submitted post-closing; the information below is provided for completeness only and is not a representation that such post-closing notices are required in order to consummate the transactions contemplated by the Transaction Documents:

a) California:

1. CDPH Hospital License: Real property owner information must be updated within 10 days after the closing of the Phase I Transaction.
2. RightRx Pharmacy license: A Change of Permit for the Community Pharmacy License No. 58561 issued by the California Board of Pharmacy must be filed with the California Board of Pharmacy within 30 days after the closing of the Phase I Transaction.

3. Texas Third Party Administrator License: For Prospect Medical Systems, LLC, post-closing filing to the Texas Department of Insurance required; must be submitted within 30 days after closing of the Phase I Transaction.
4. City of Orange Business License: For Prospect Medical Systems, LLC post-closing filing must be made to the City of Orange within 30 days after closing of the Phase I Transaction.
5. Medicare: Post-closing filing of CMS 855A (Institutional Provider Enrollment Application) must be submitted within 30 days after closing of the Phase I Transaction.
6. Clinical lab license: Post-closing filing to California Department of Public Health Laboratory Field Services must be submitted within 30 days after closing of the Phase II Transaction.
7. Clinical Laboratory Improvement Amendments (“CLIA”) Certificates and Accreditations: For Alta Newport, a CMS 116 Change of Information form must be submitted to the Department of Health and Human Services (“DHHS”), and notice must be sent to the applicable accrediting organization, within 30 days after the closing of the Phase II Transaction.

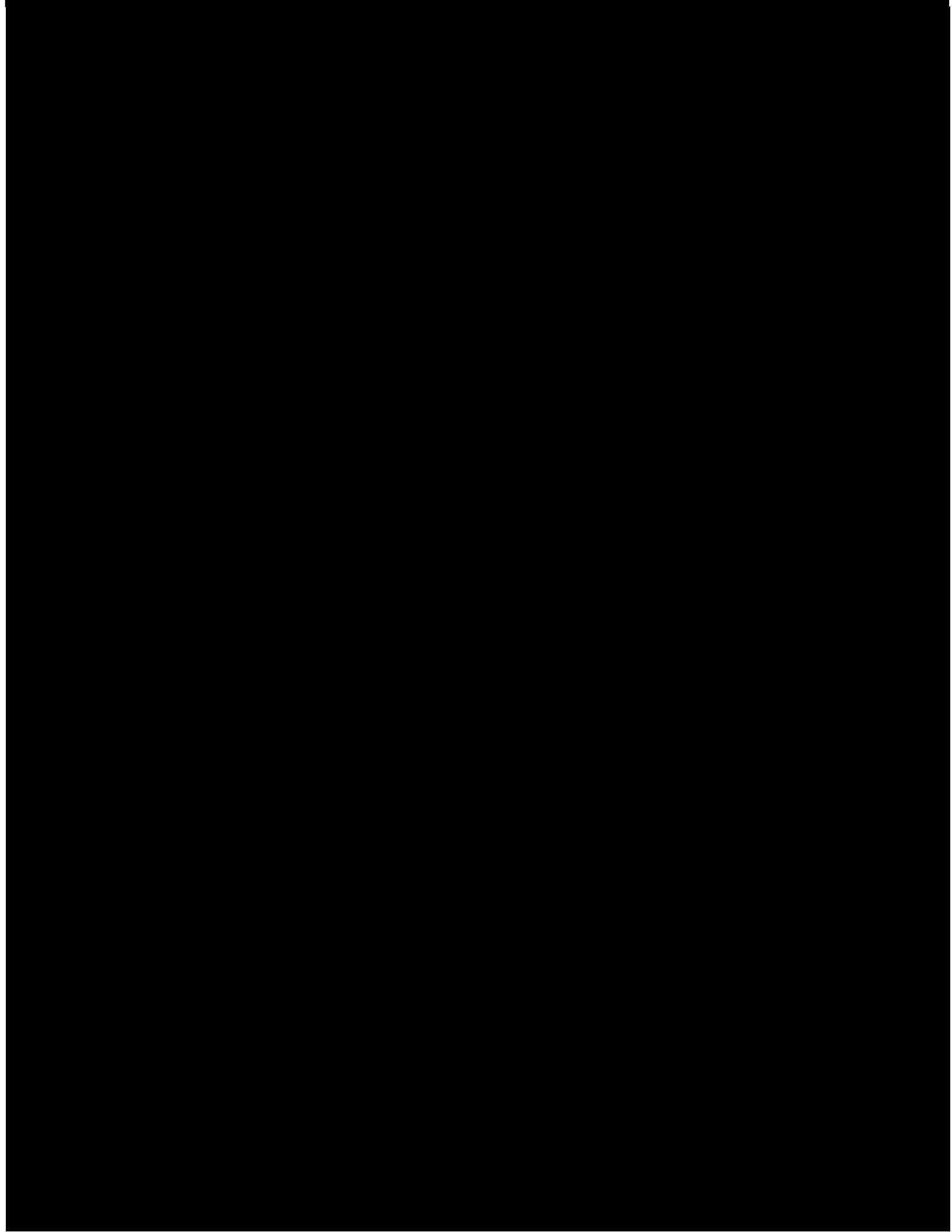
b) Pennsylvania:

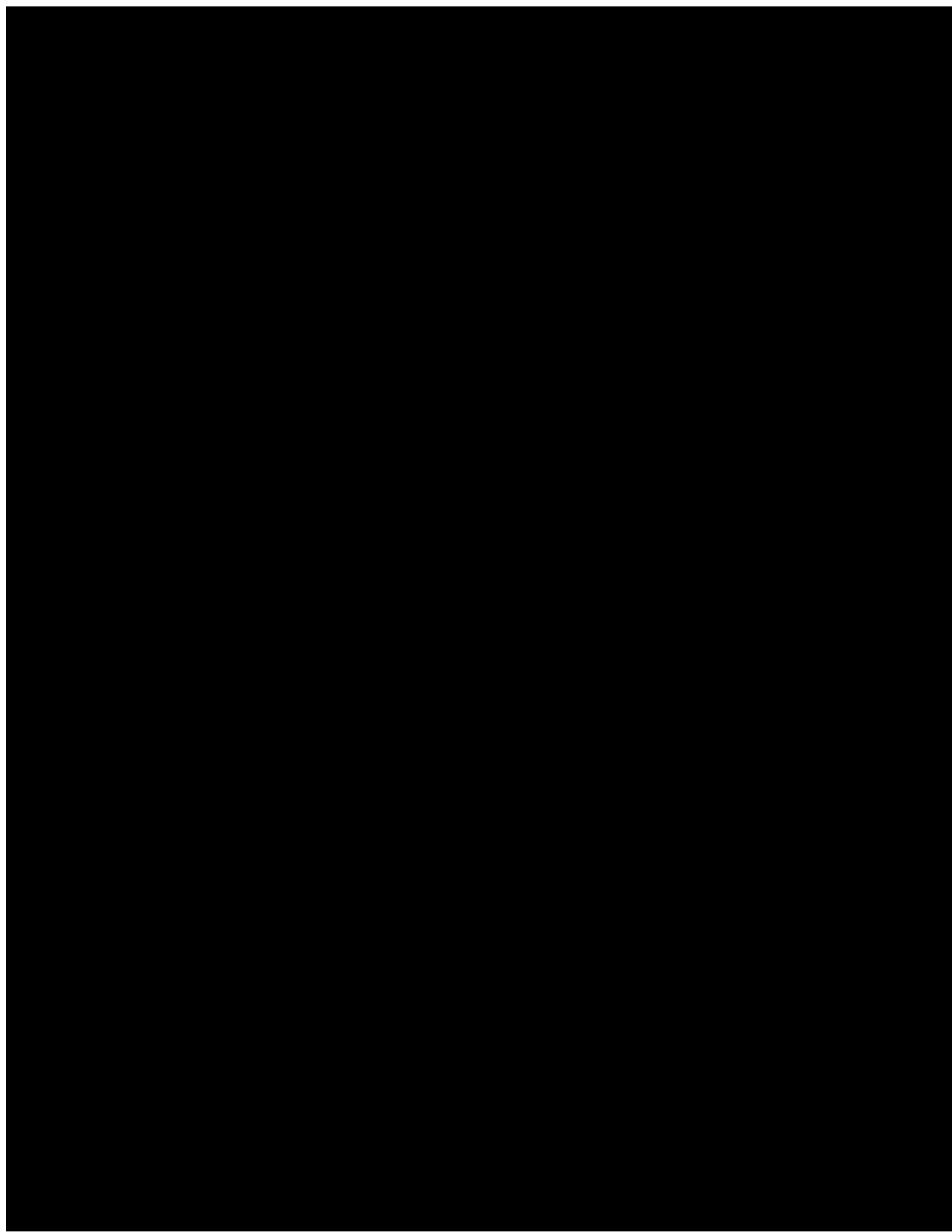
1. Medicare: Post-closing filing of CMS 855A (Institutional Provider Enrollment Application) and 855B (Clinics/Group Practices and Certain Other Suppliers Enrollment Application) required; must be submitted within 30 days after closing.
2. Medicaid: Filing of prescribed updated information is required with the PA Department of Human Services within 30 days post-closing.
3. Radioactive Materials License: Sending a copy of the Memorandum of Understanding between the Lessee and Lessor that the property owner is aware radioactive materials are maintained onsite to the Pennsylvania Department of Environmental Protection, Bureau of Radiation Protection, Radioactive Materials Licensing Section is required. There is no formal timing requirement, but PA DEP has indicated that the MOU should be sent to them as soon as possible.

Schedule 7.4(a)

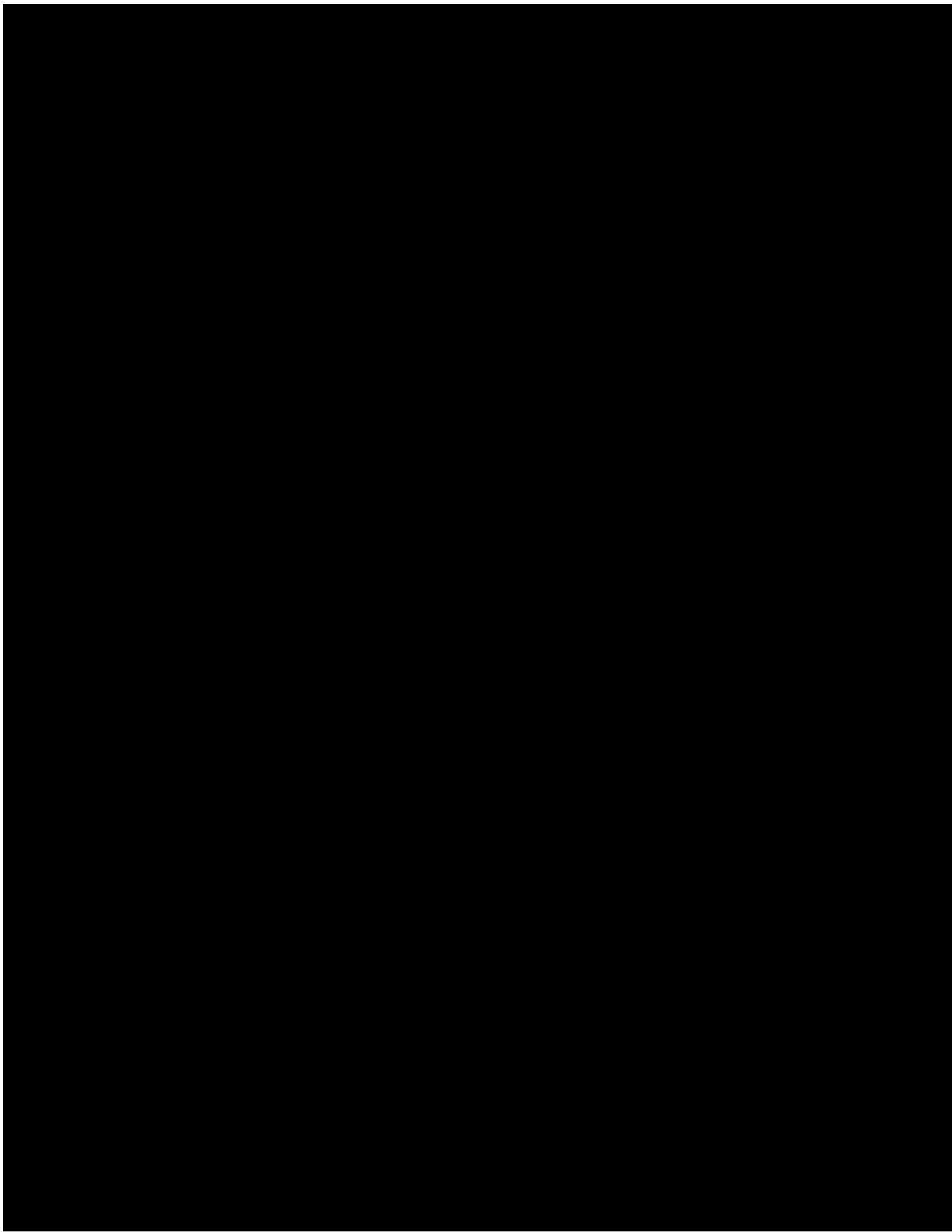
Financial Statements

- (i) See attached Annex 7.4(a), which is incorporated herein by reference.
- (ii) See attached Most Recent Annual Financials, which are incorporated herein by reference.
- (iii) See attached Most Recent Balance Sheet, which are incorporated herein by reference.
- (iv) See attached PHP Holdings Pro Forma Financials, which are incorporated herein by reference.

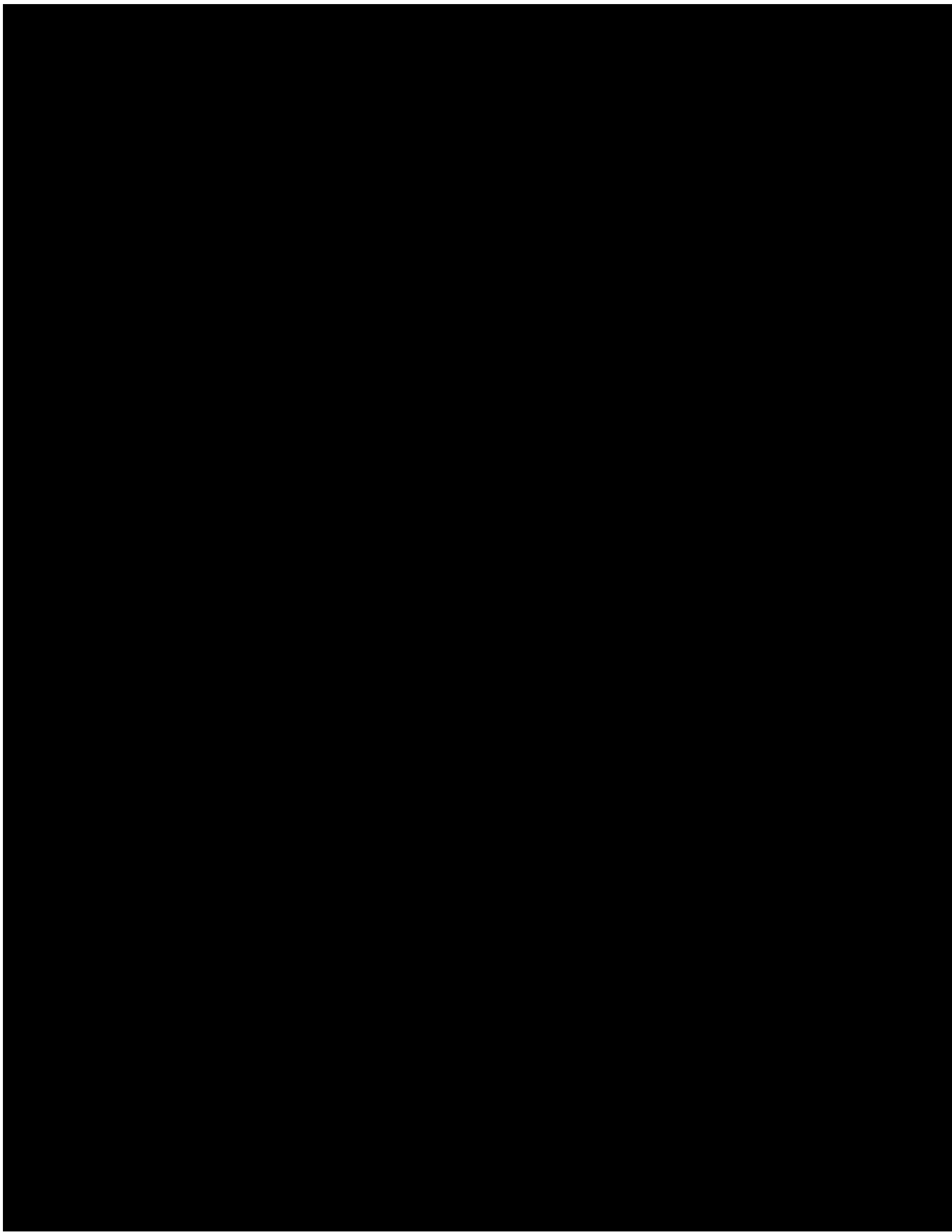


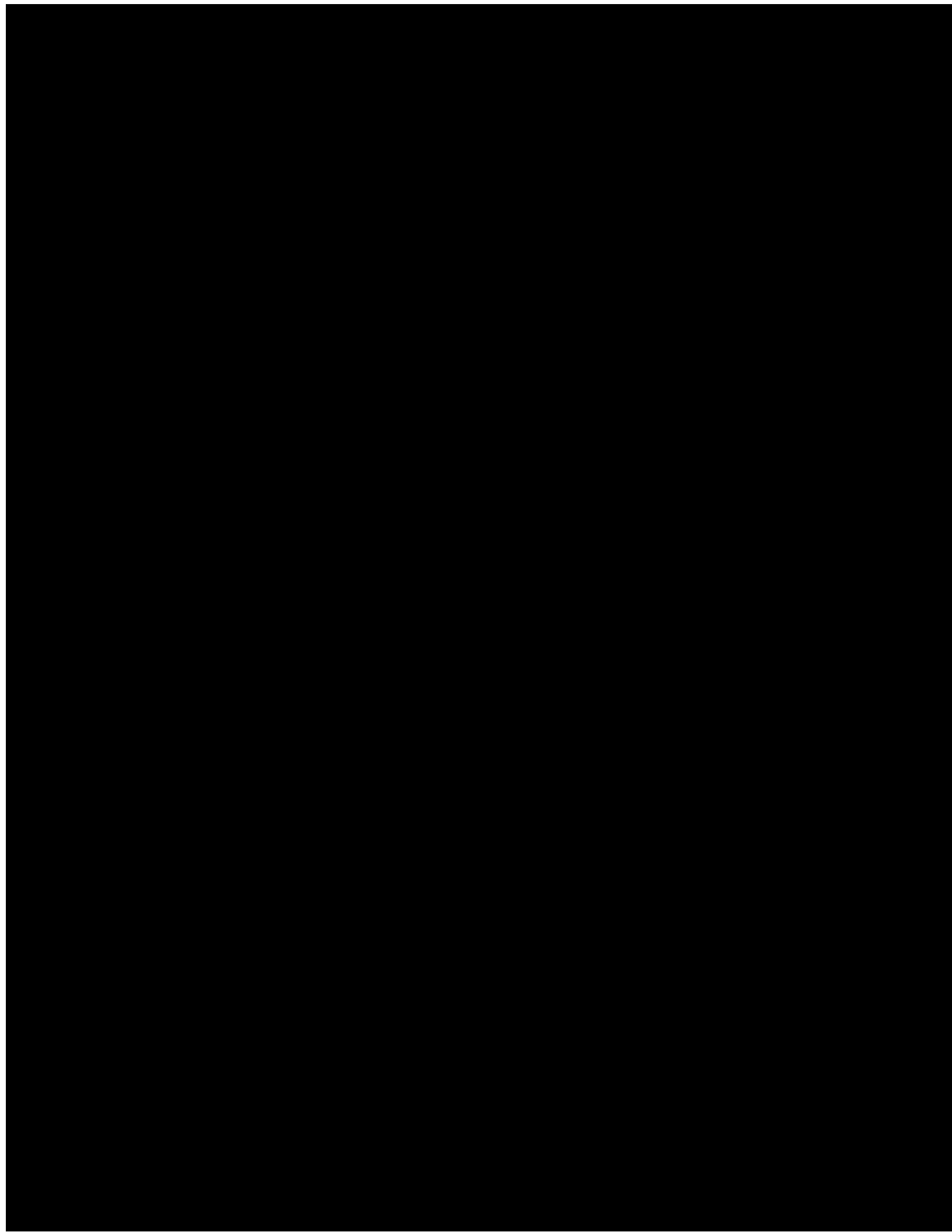


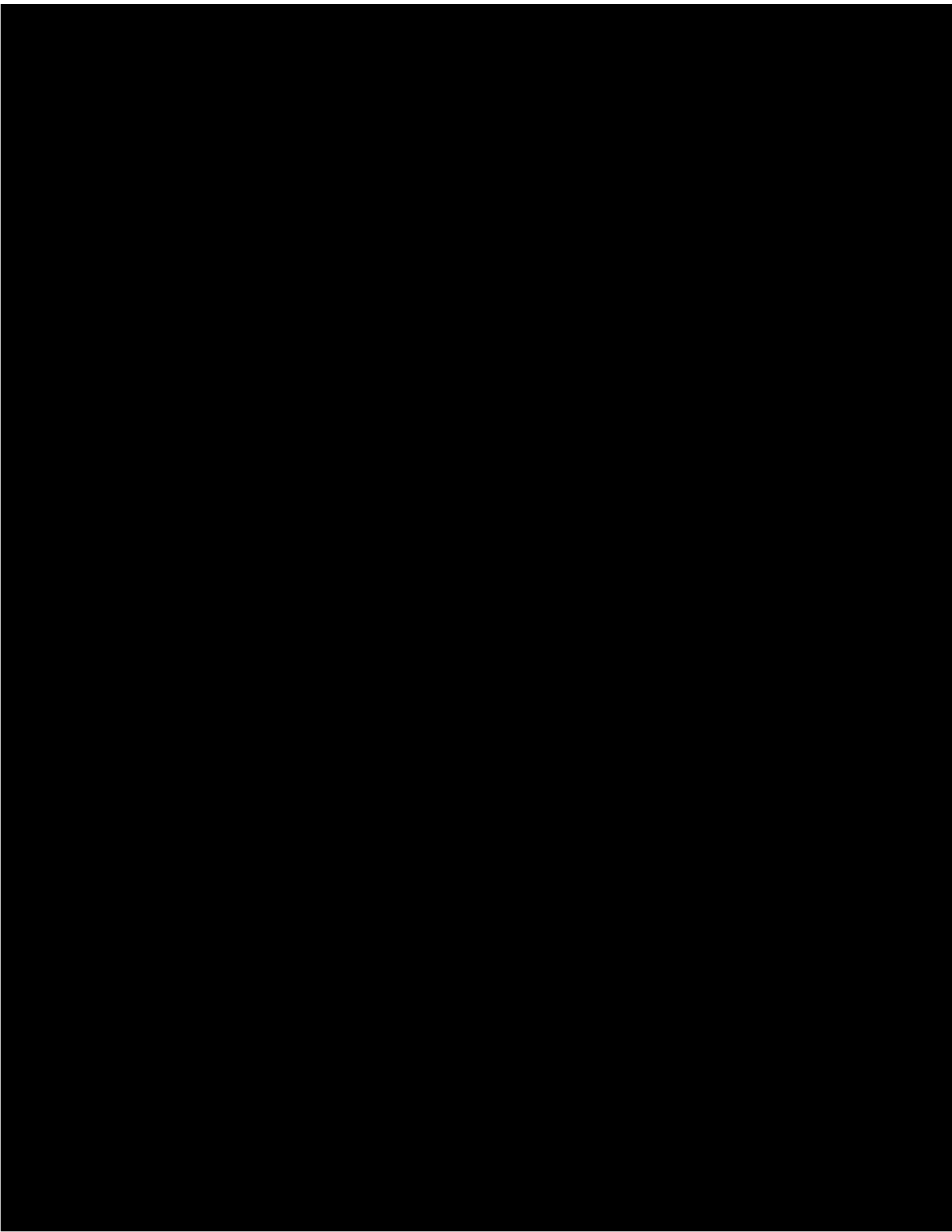


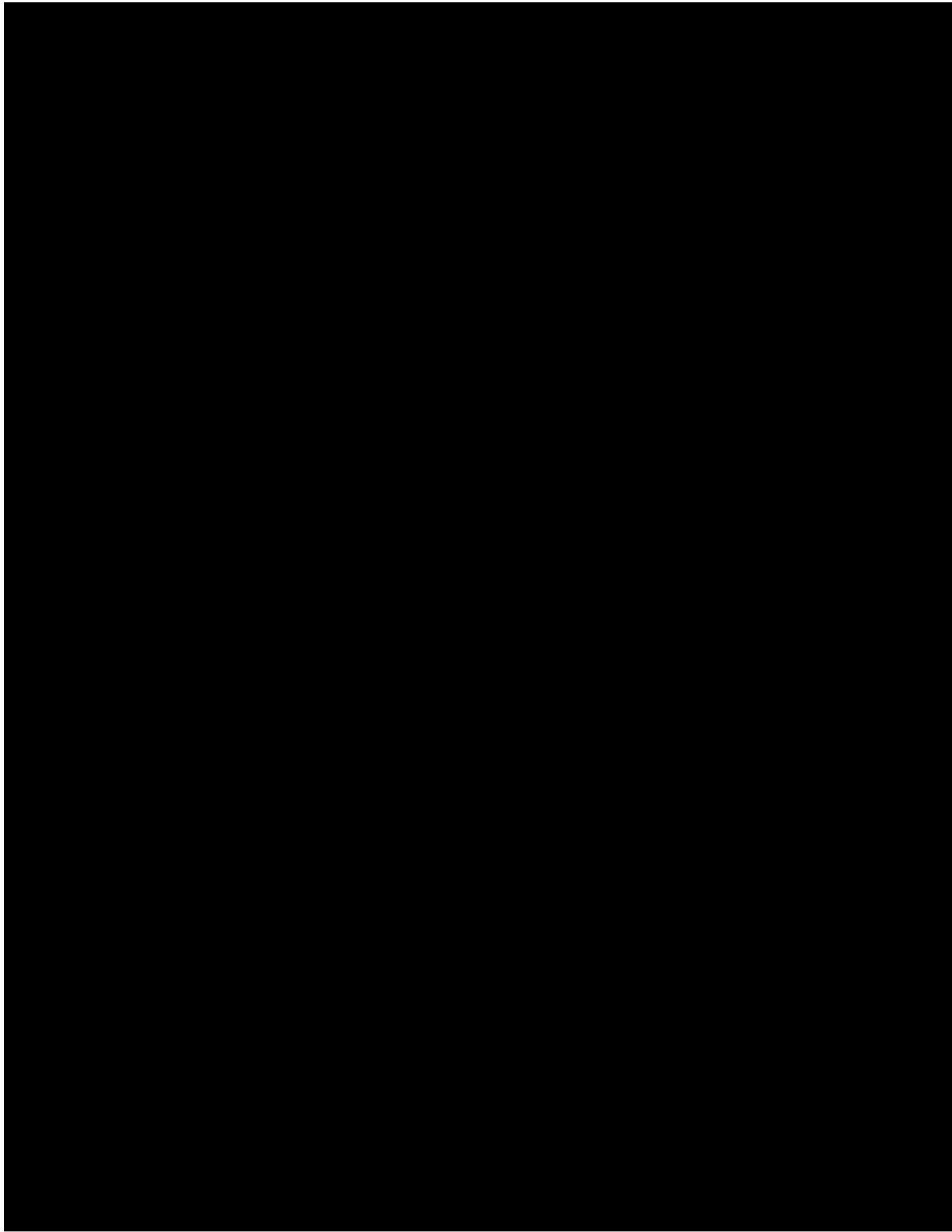


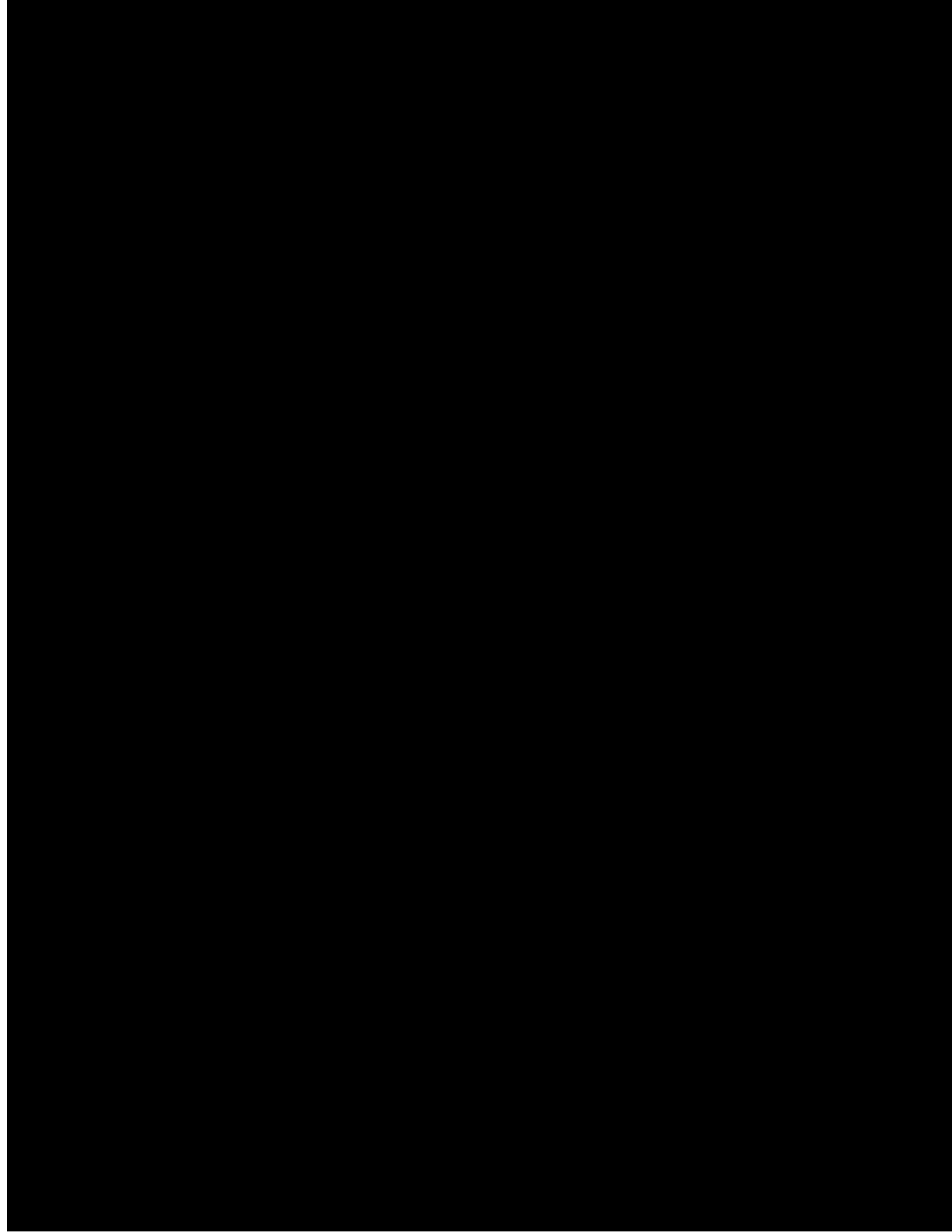


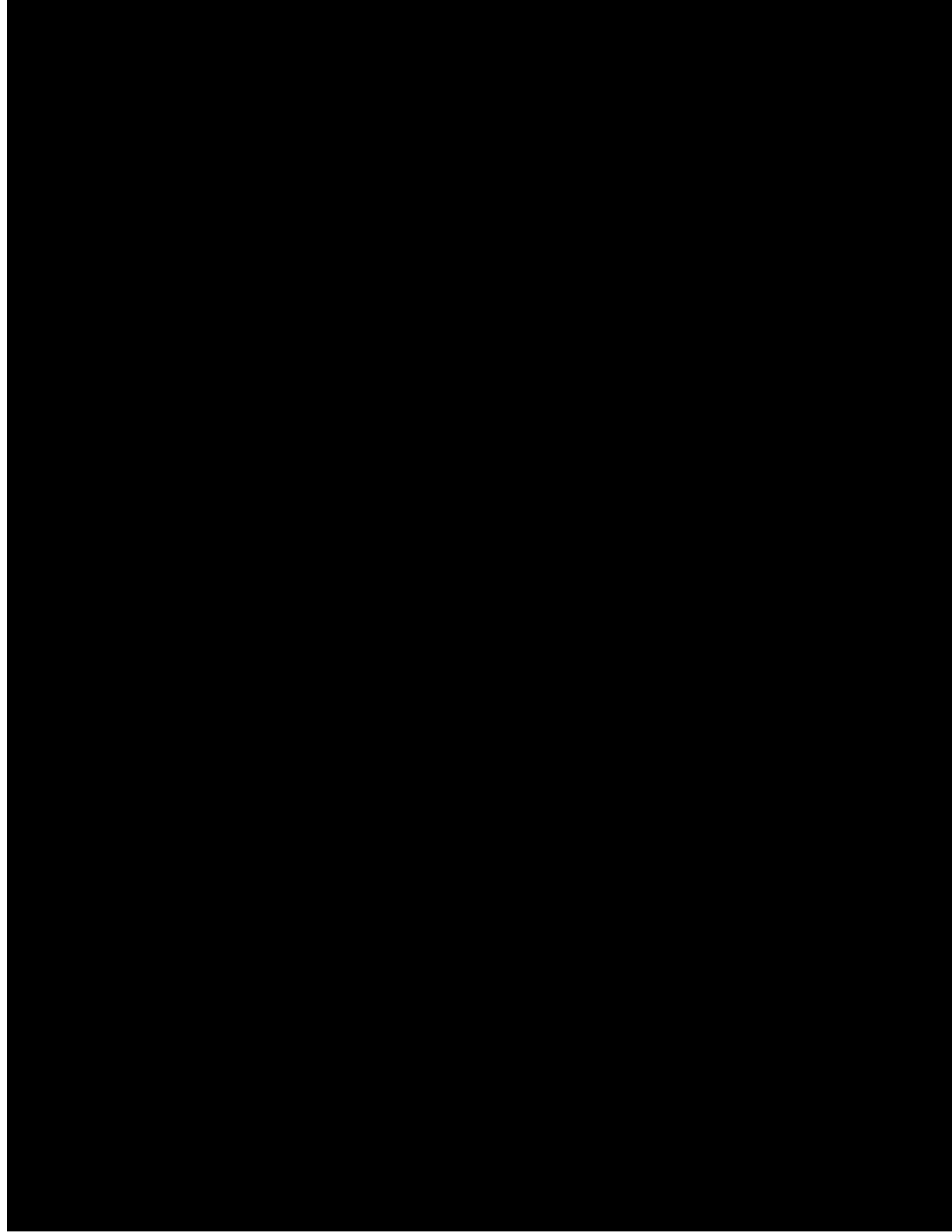


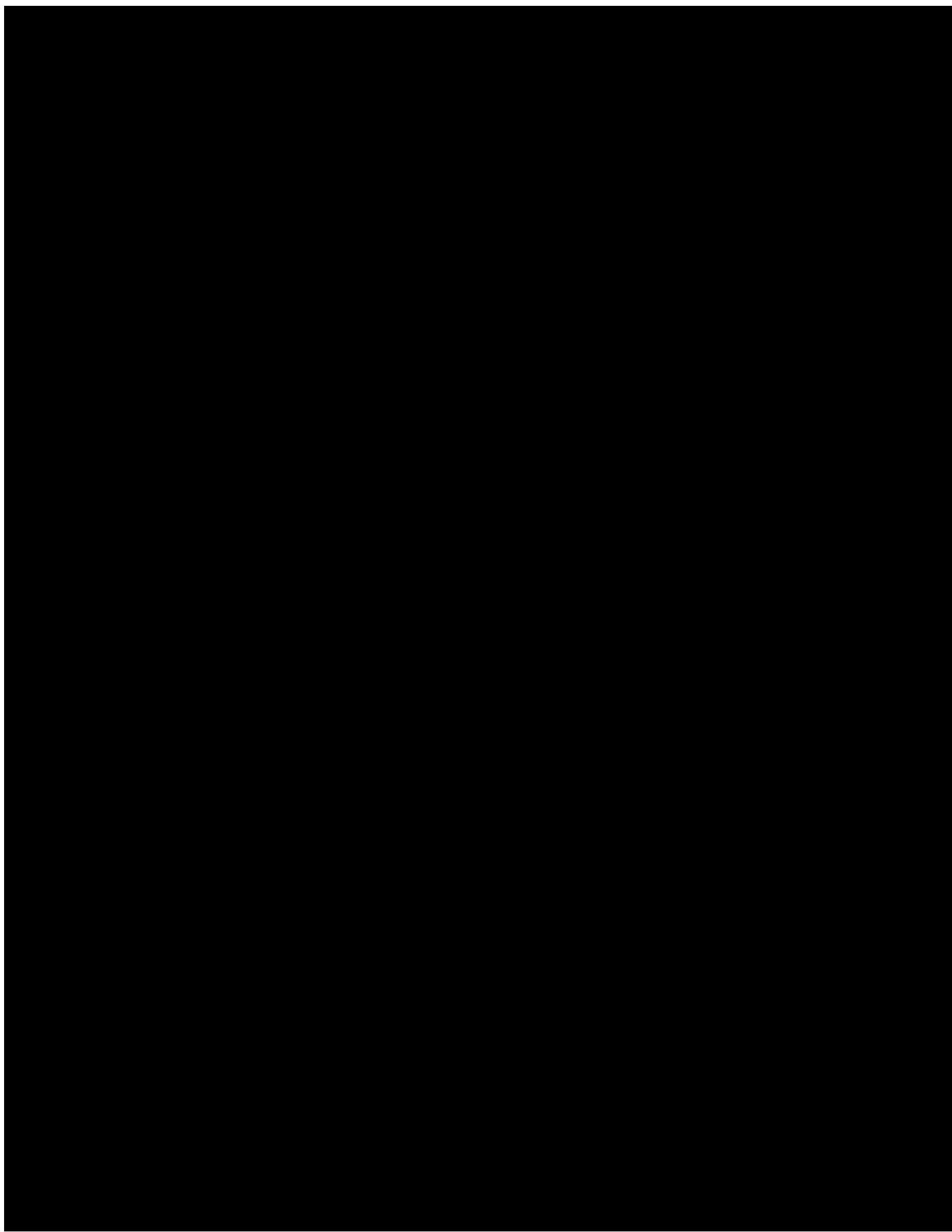


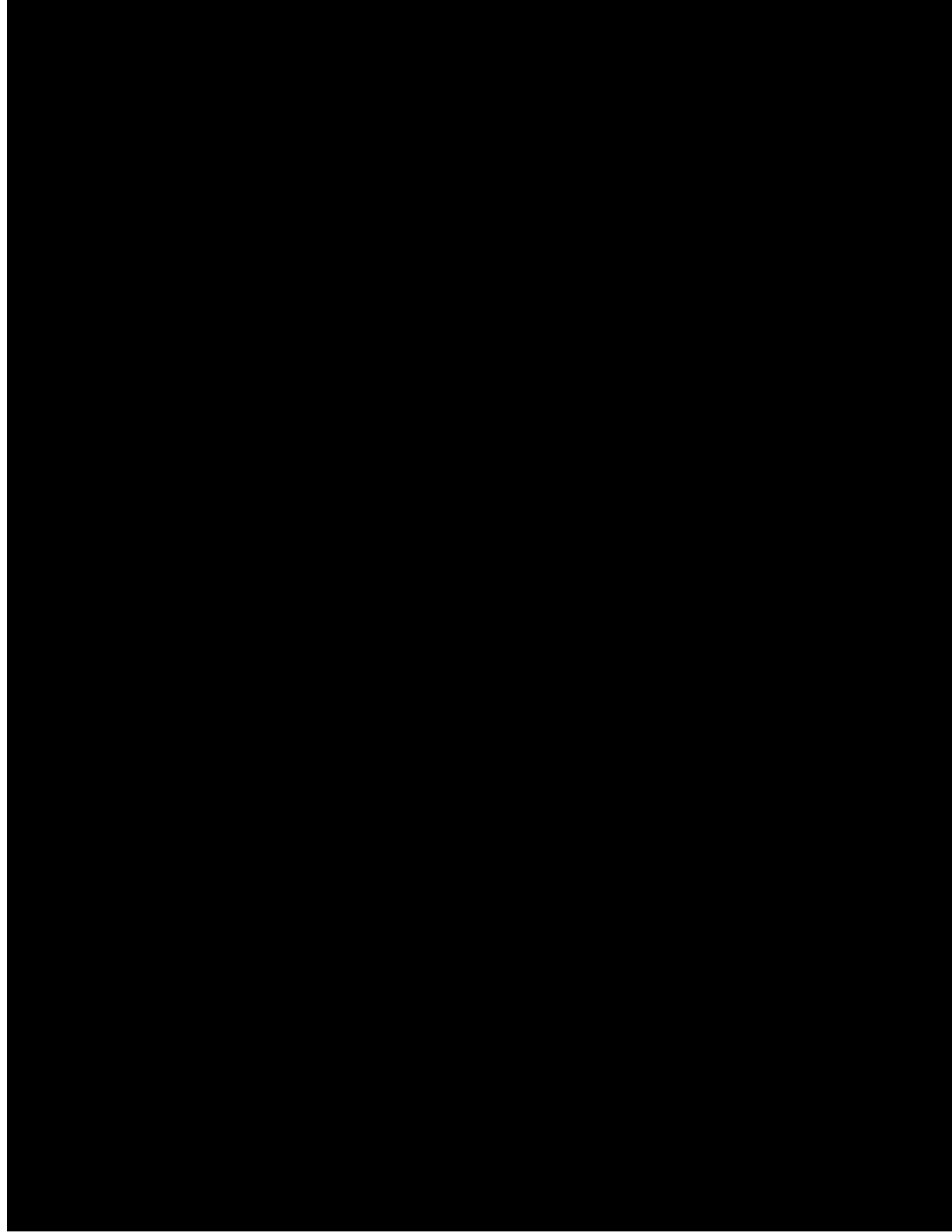


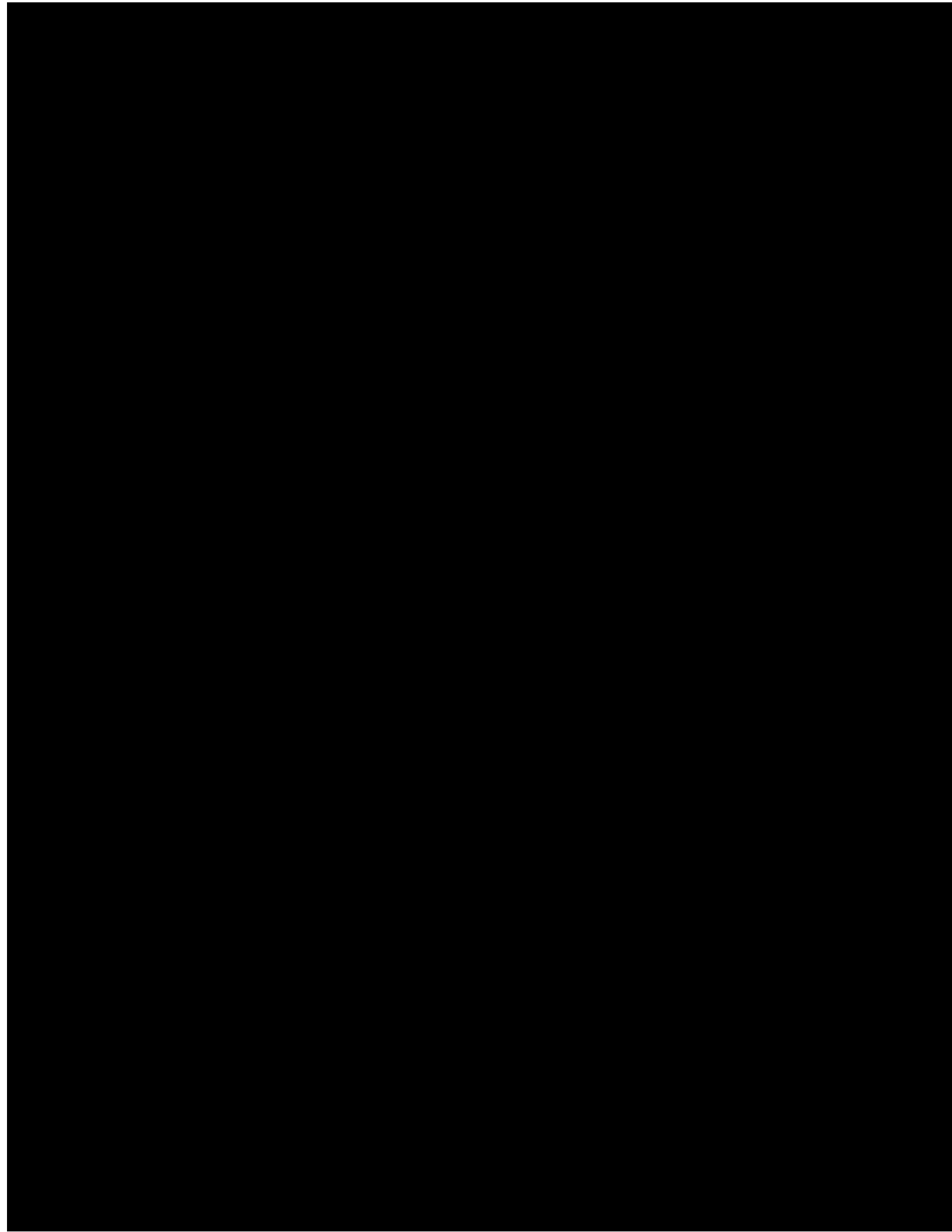


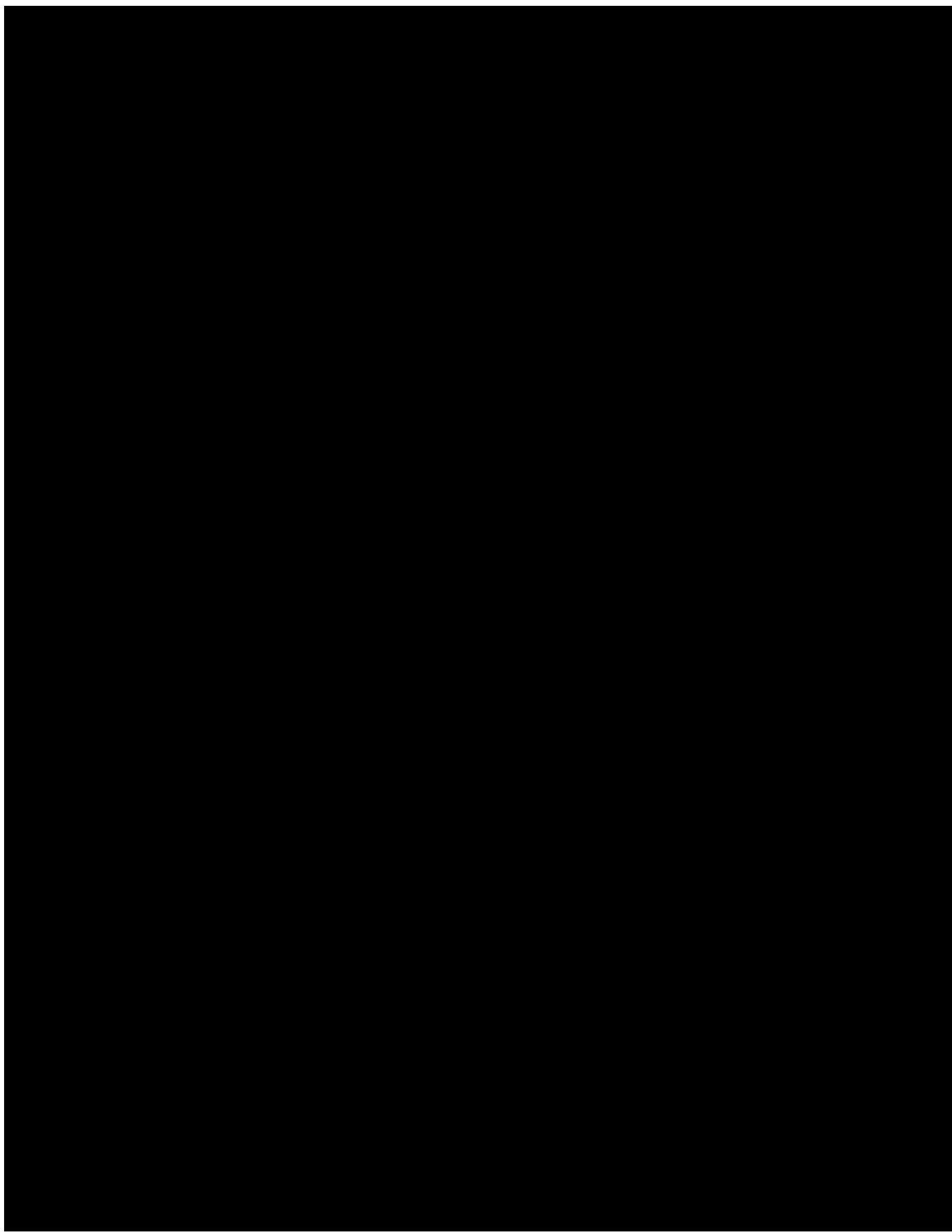


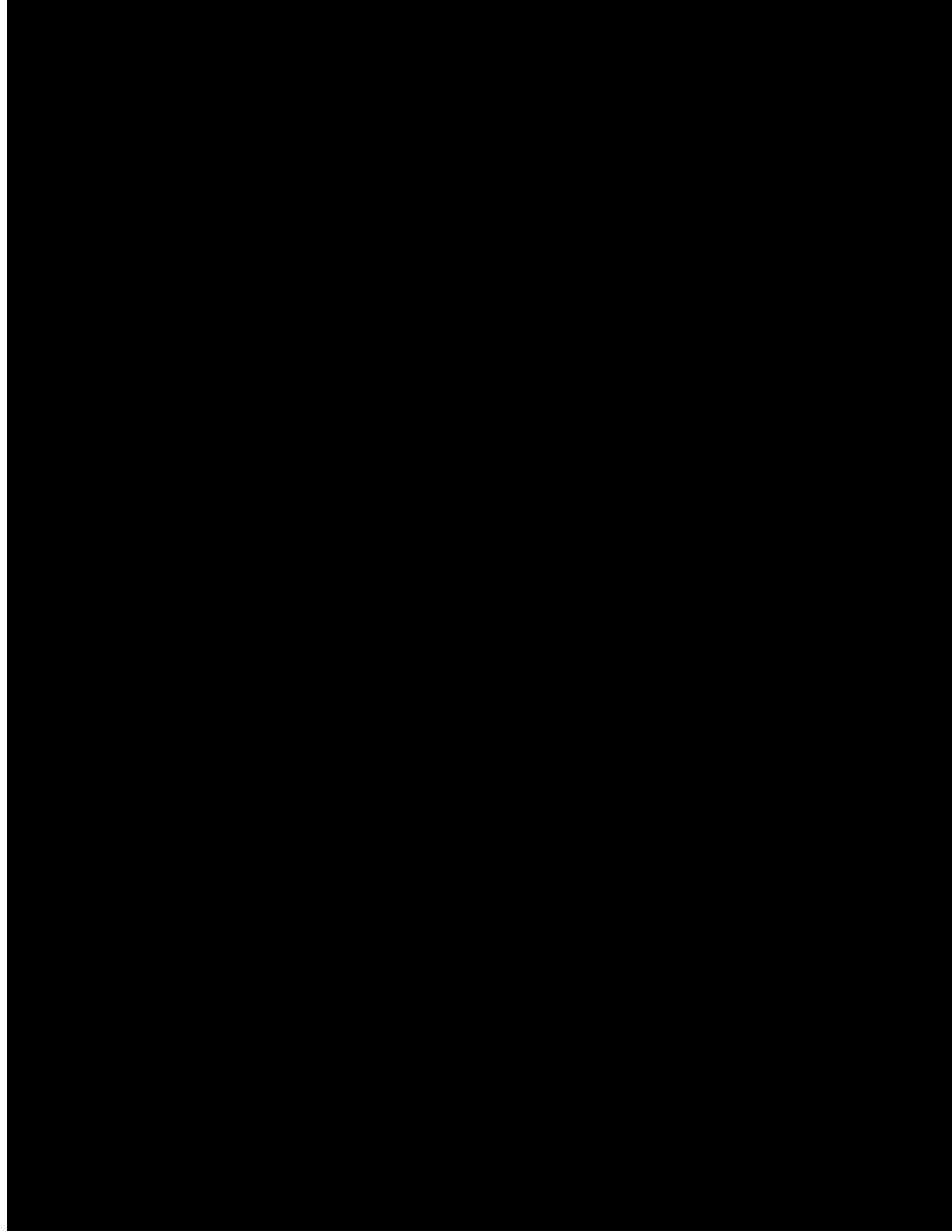


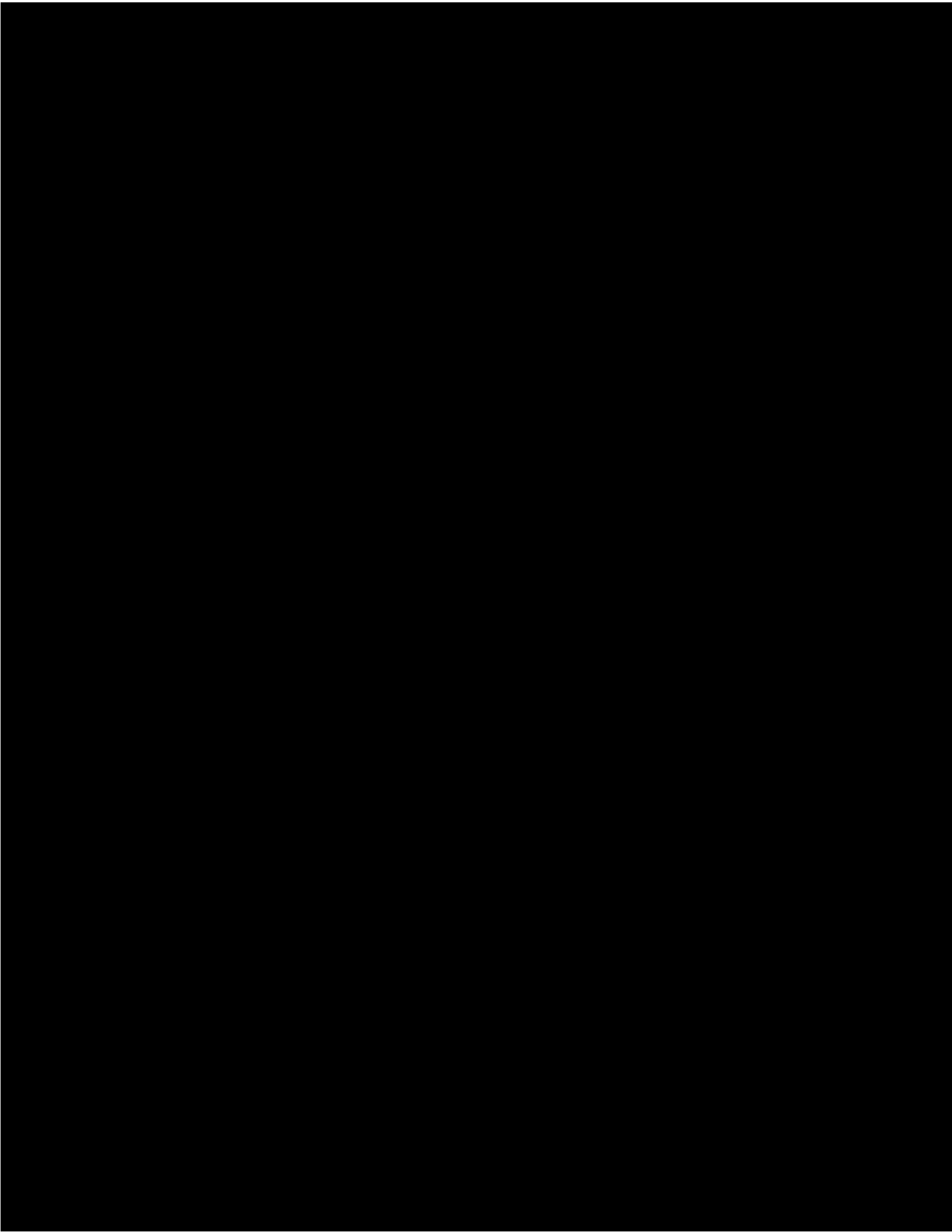


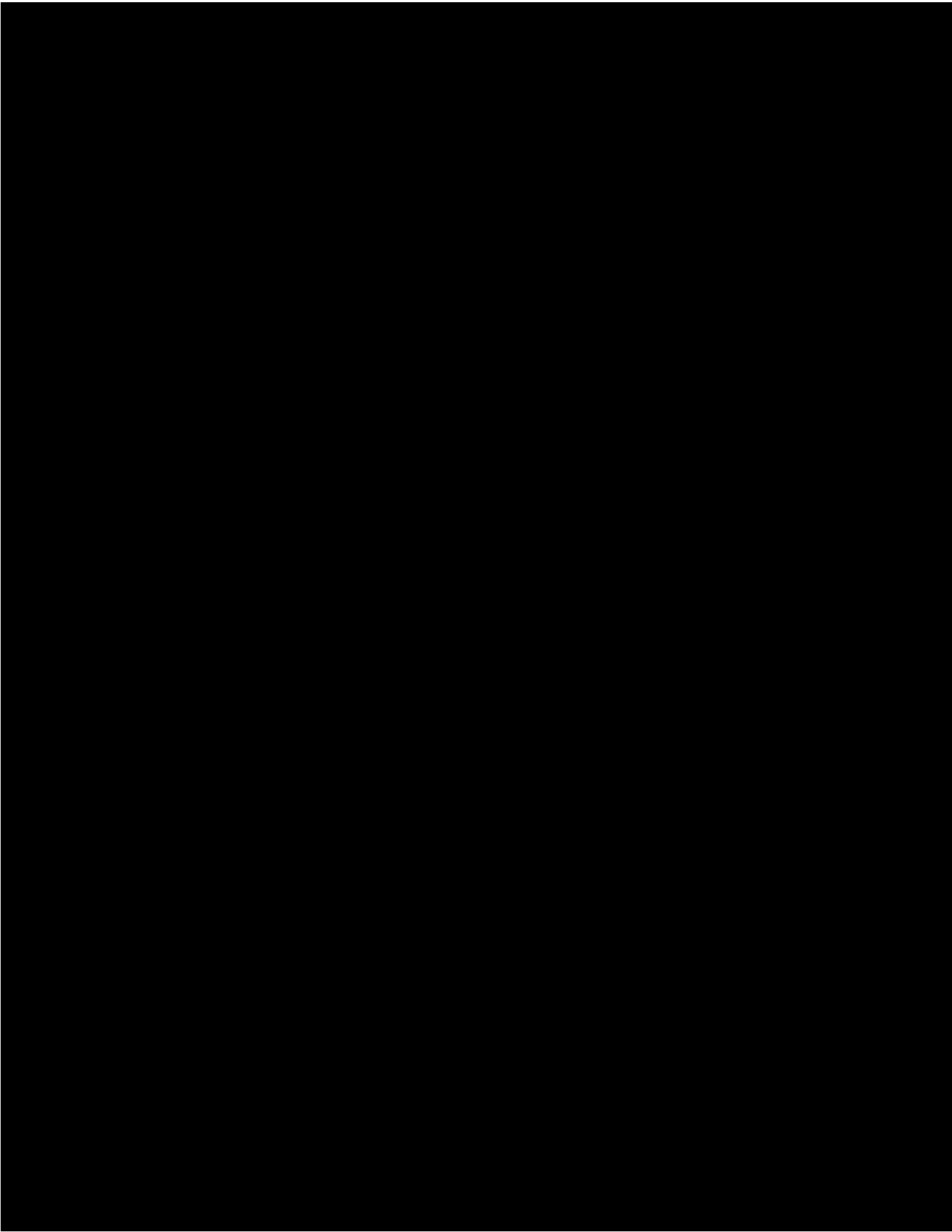


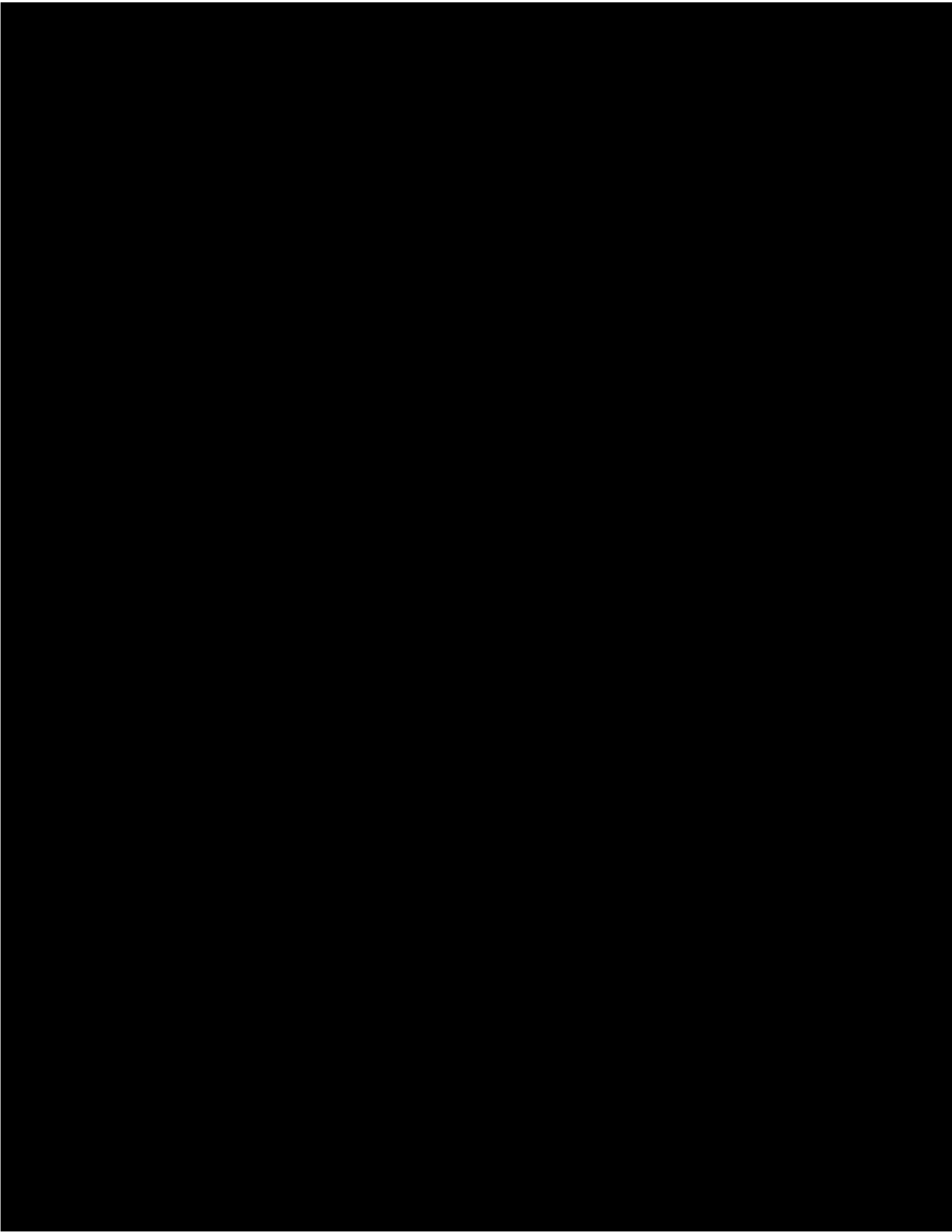


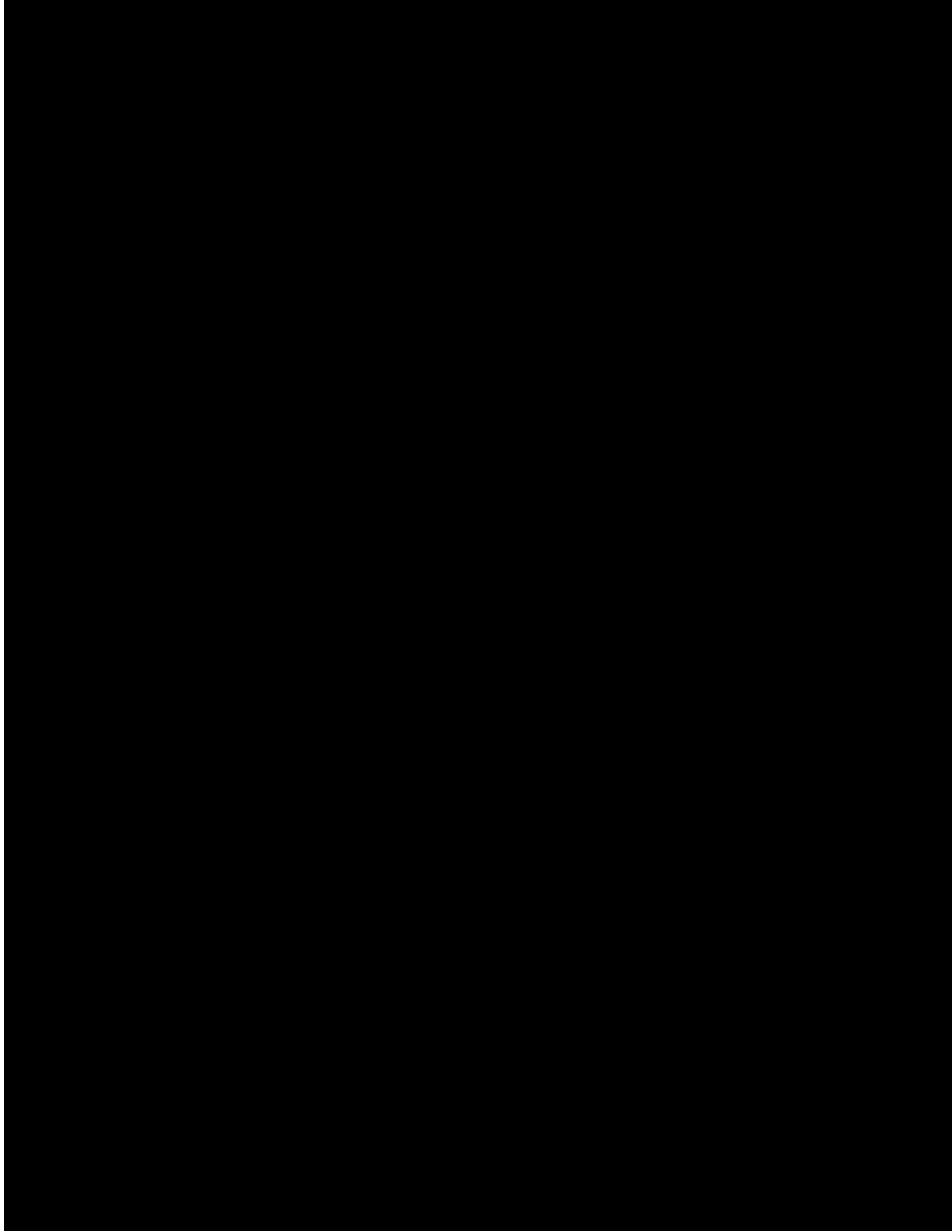










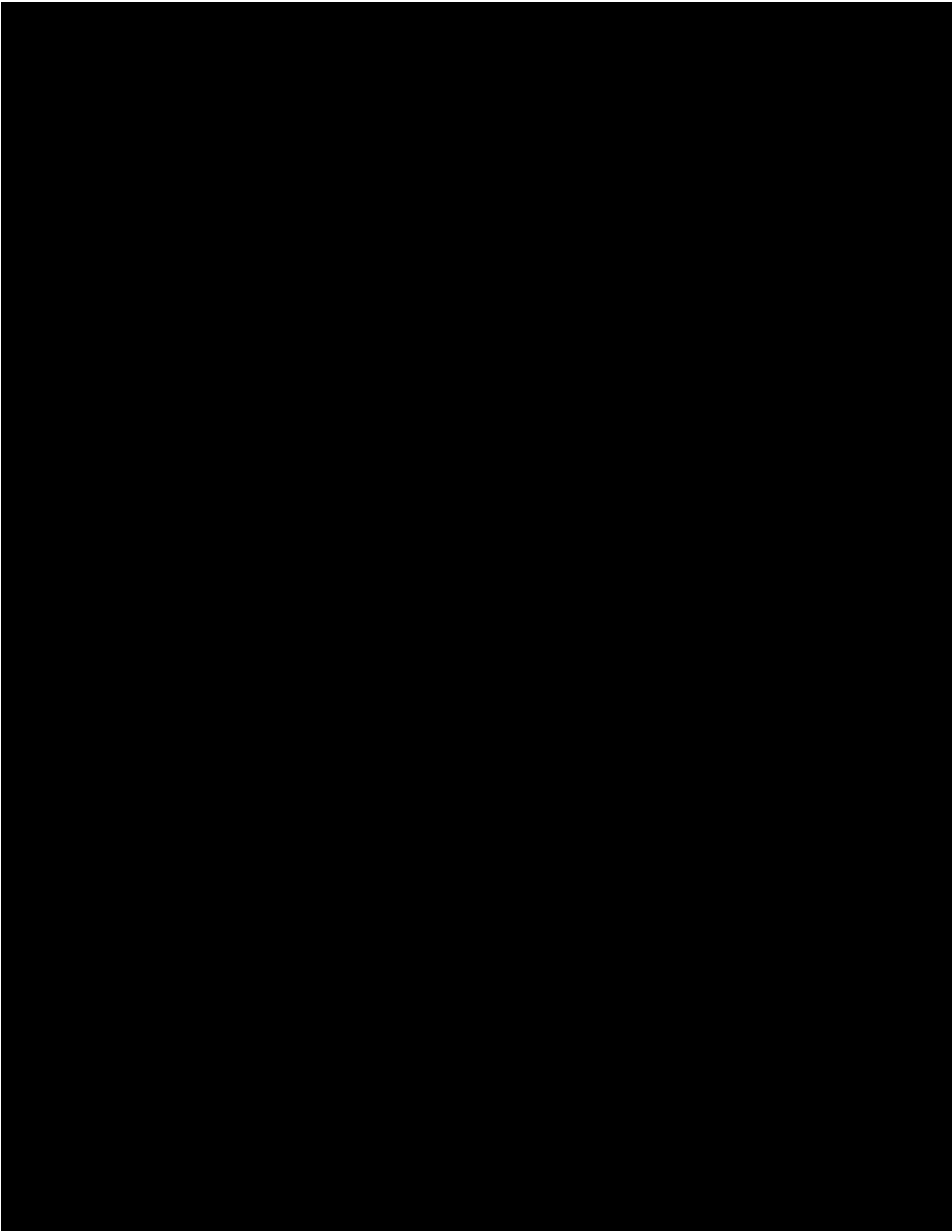


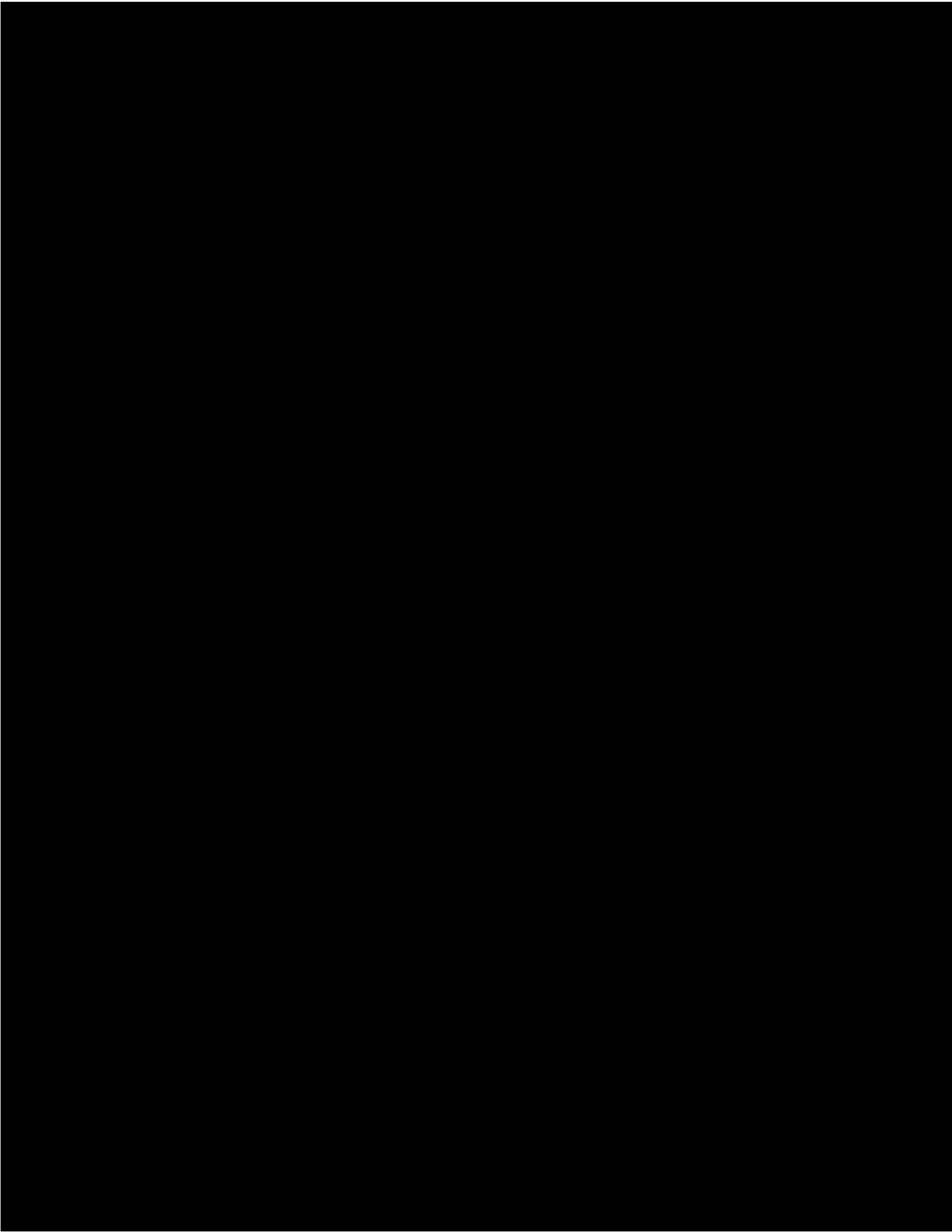
The first part of the document discusses the importance of maintaining accurate records of all transactions. It emphasizes that every receipt, invoice, and bill should be properly filed and indexed for easy retrieval. This is particularly crucial for businesses that deal with a large volume of transactions, as it helps in identifying discrepancies and ensuring compliance with tax regulations.

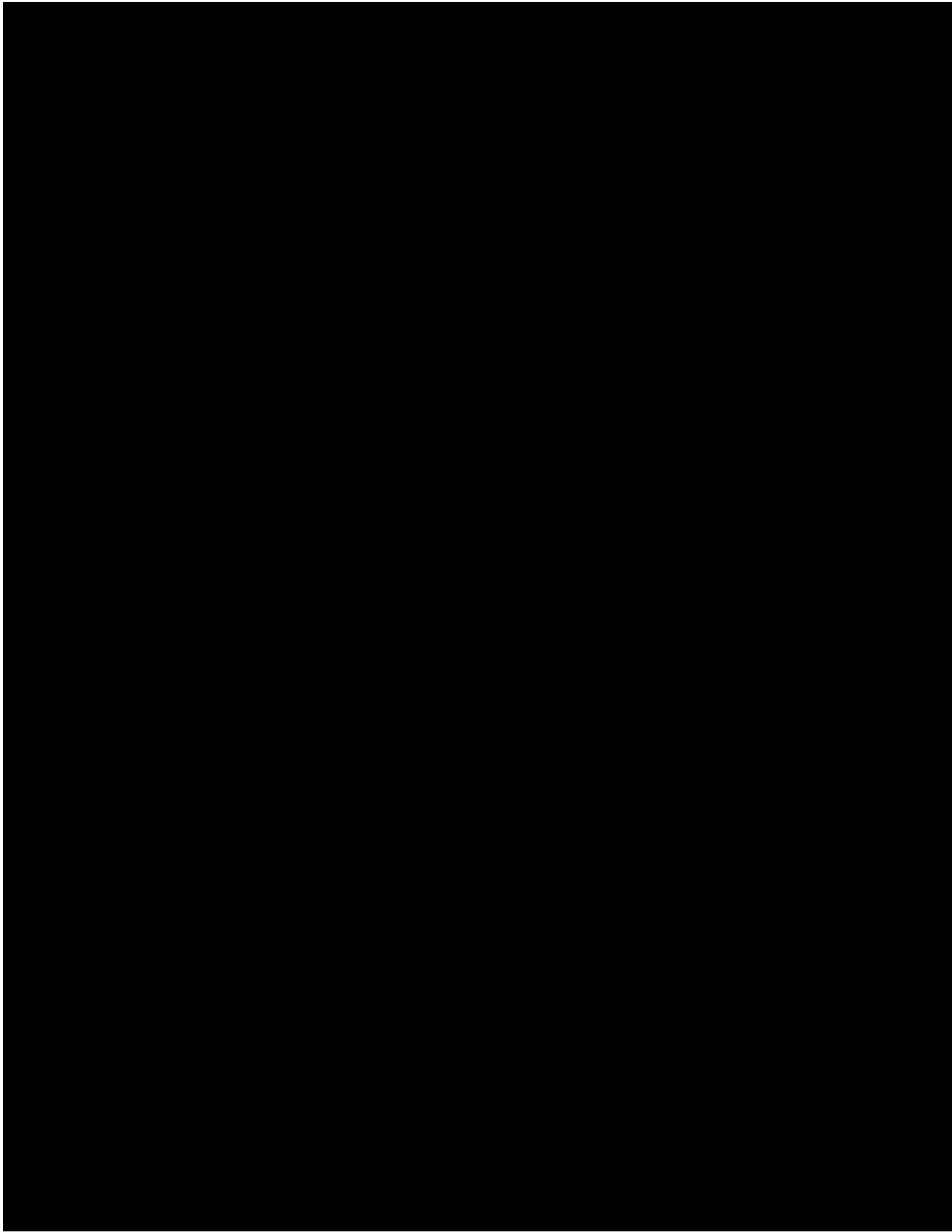
Next, the document addresses the issue of budgeting and financial planning. It suggests that businesses should create a detailed budget at the beginning of each fiscal year, taking into account all expected income and expenses. Regularly comparing actual performance against the budget allows for timely adjustments and helps in staying on track.

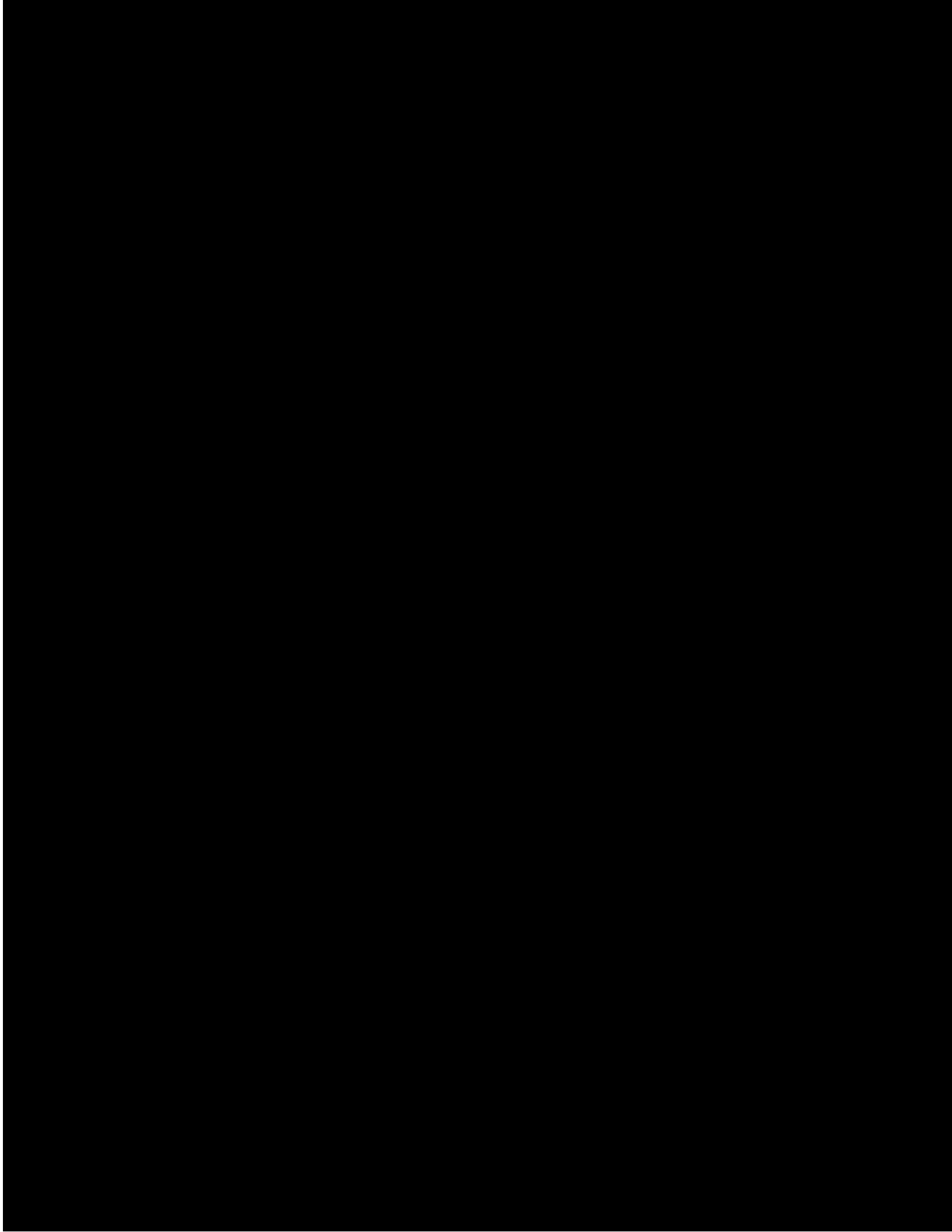
The third section focuses on the importance of regular financial reviews. It recommends that business owners should conduct monthly or quarterly reviews of their financial statements. This practice helps in identifying trends, spotting potential problems early, and making informed decisions about the future of the business.

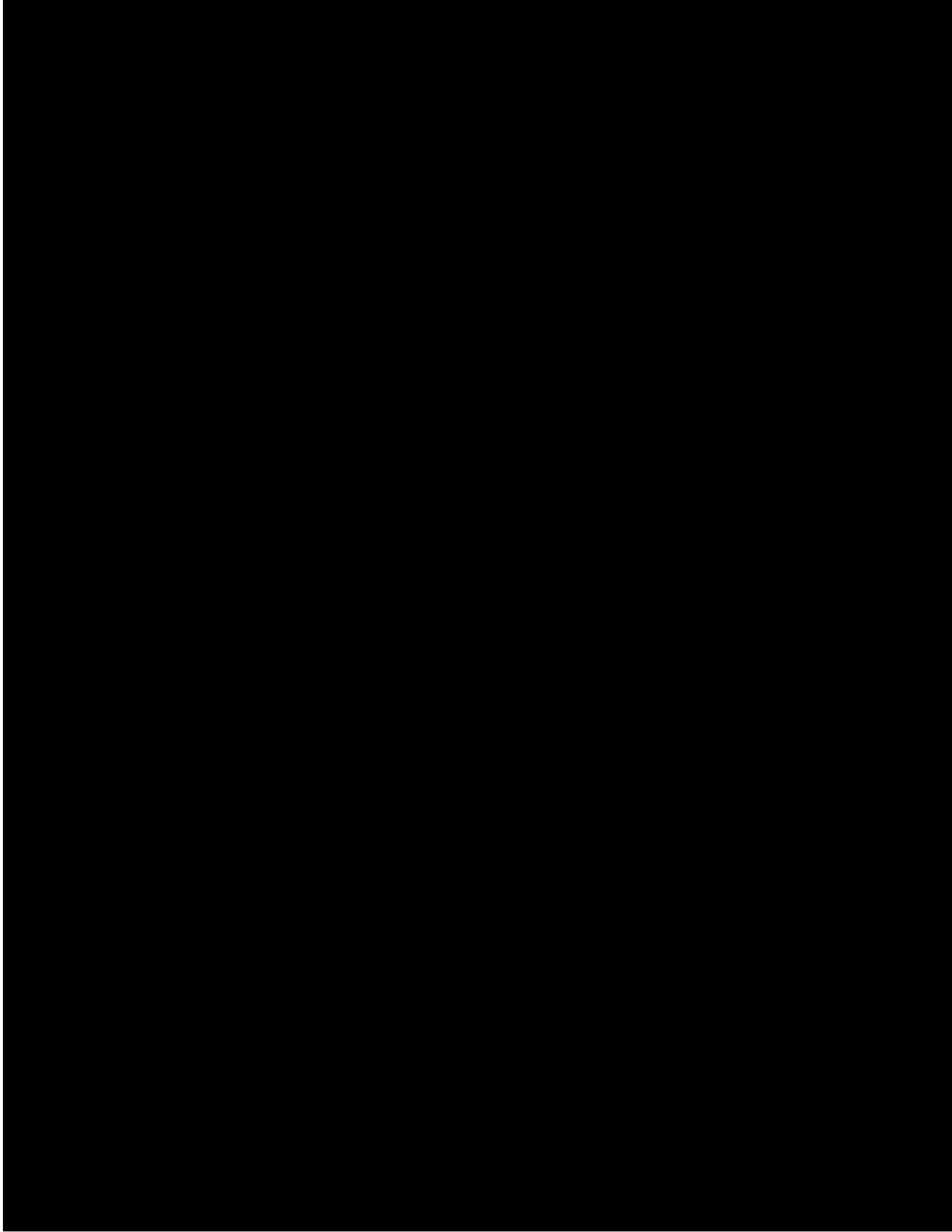
Finally, the document discusses the role of professional advisors. It highlights that consulting with accountants, lawyers, and other experts can provide valuable insights and ensure that the business is operating within the legal framework. Regular communication with these advisors is essential for long-term success.

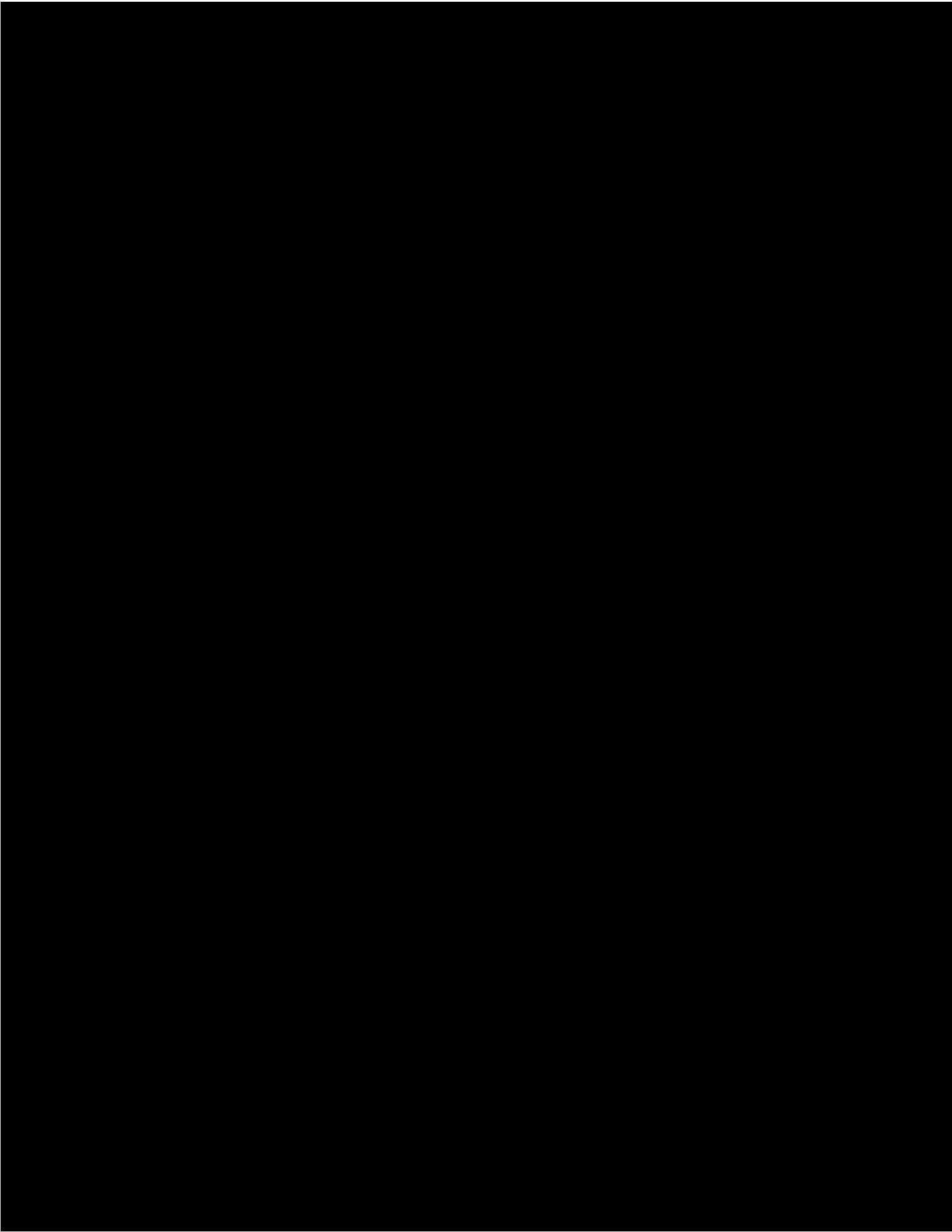




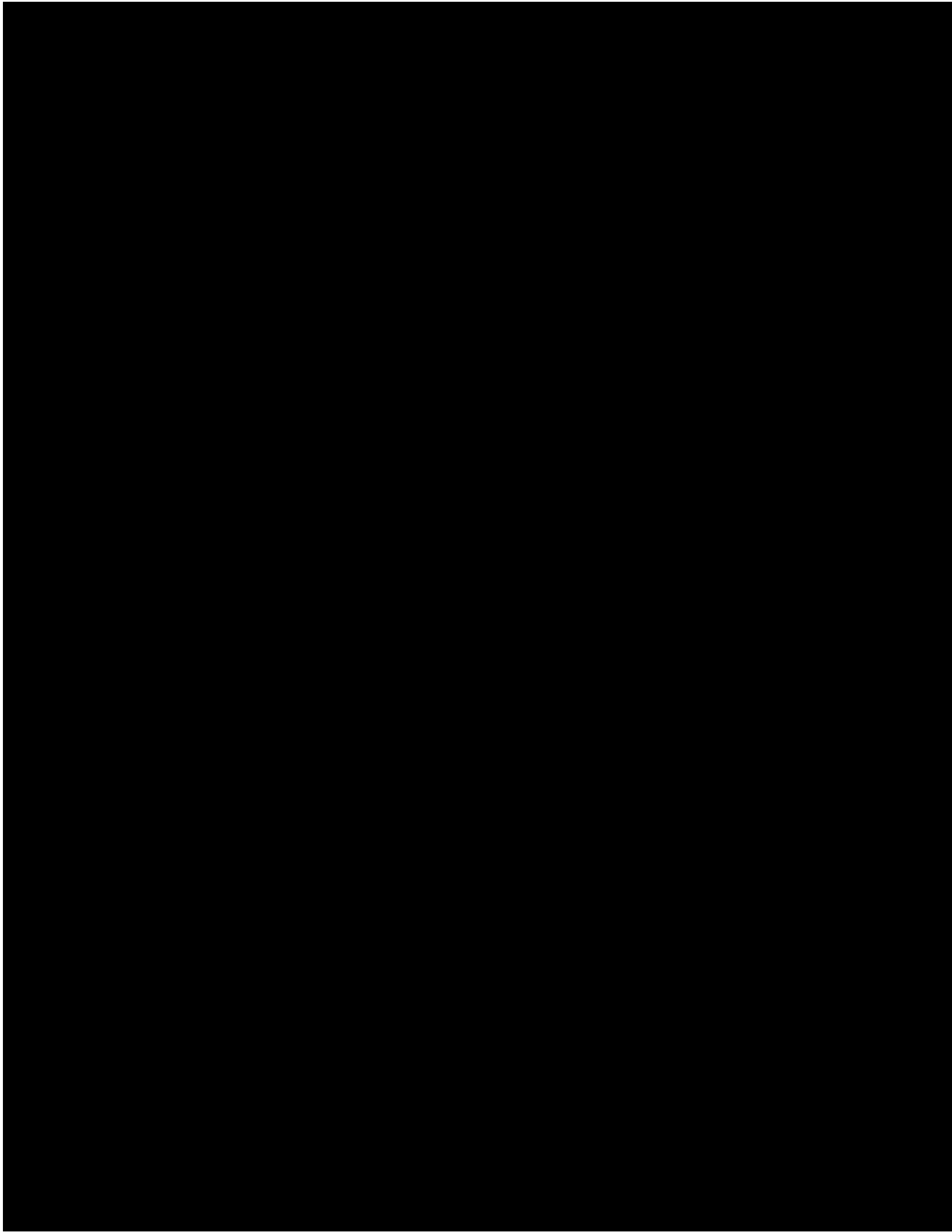


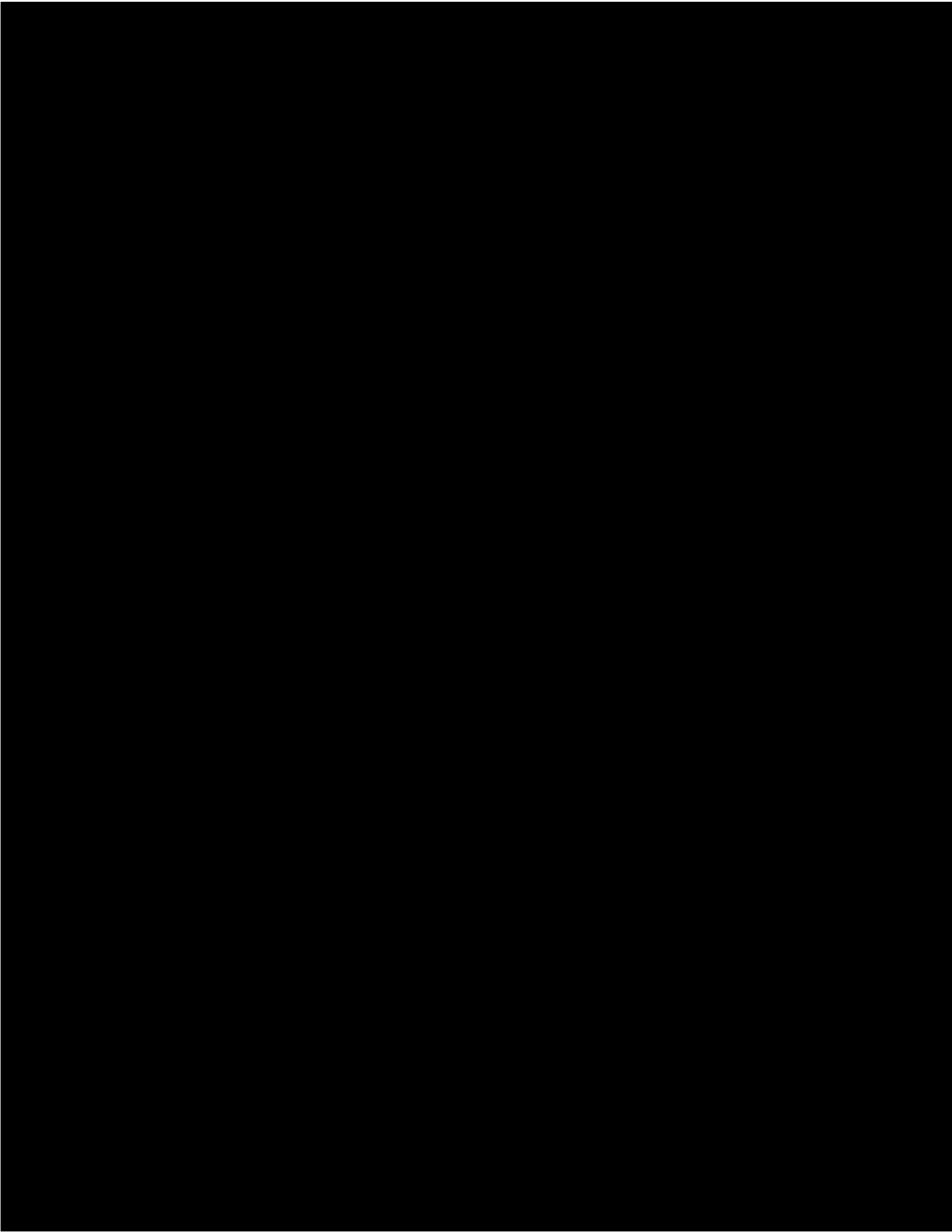


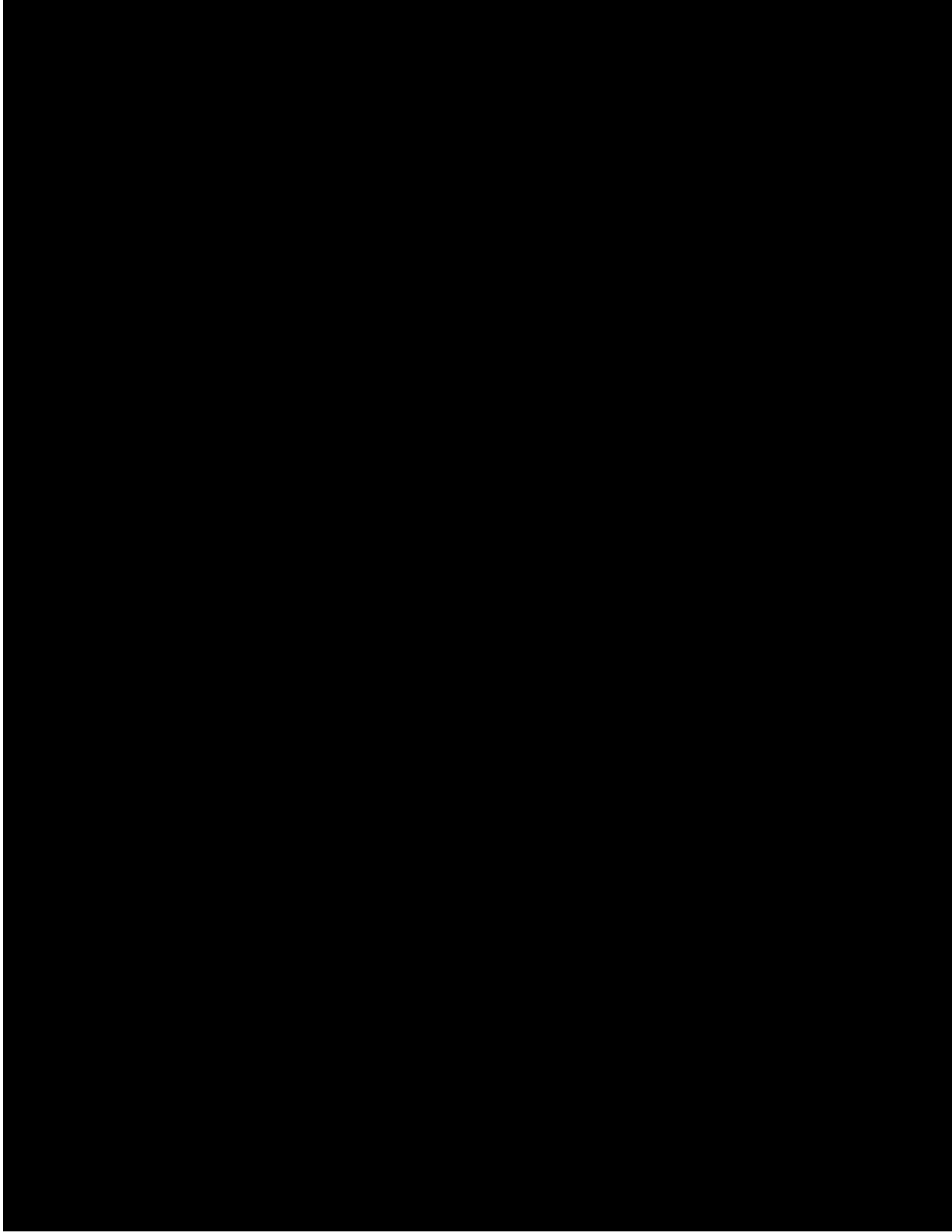


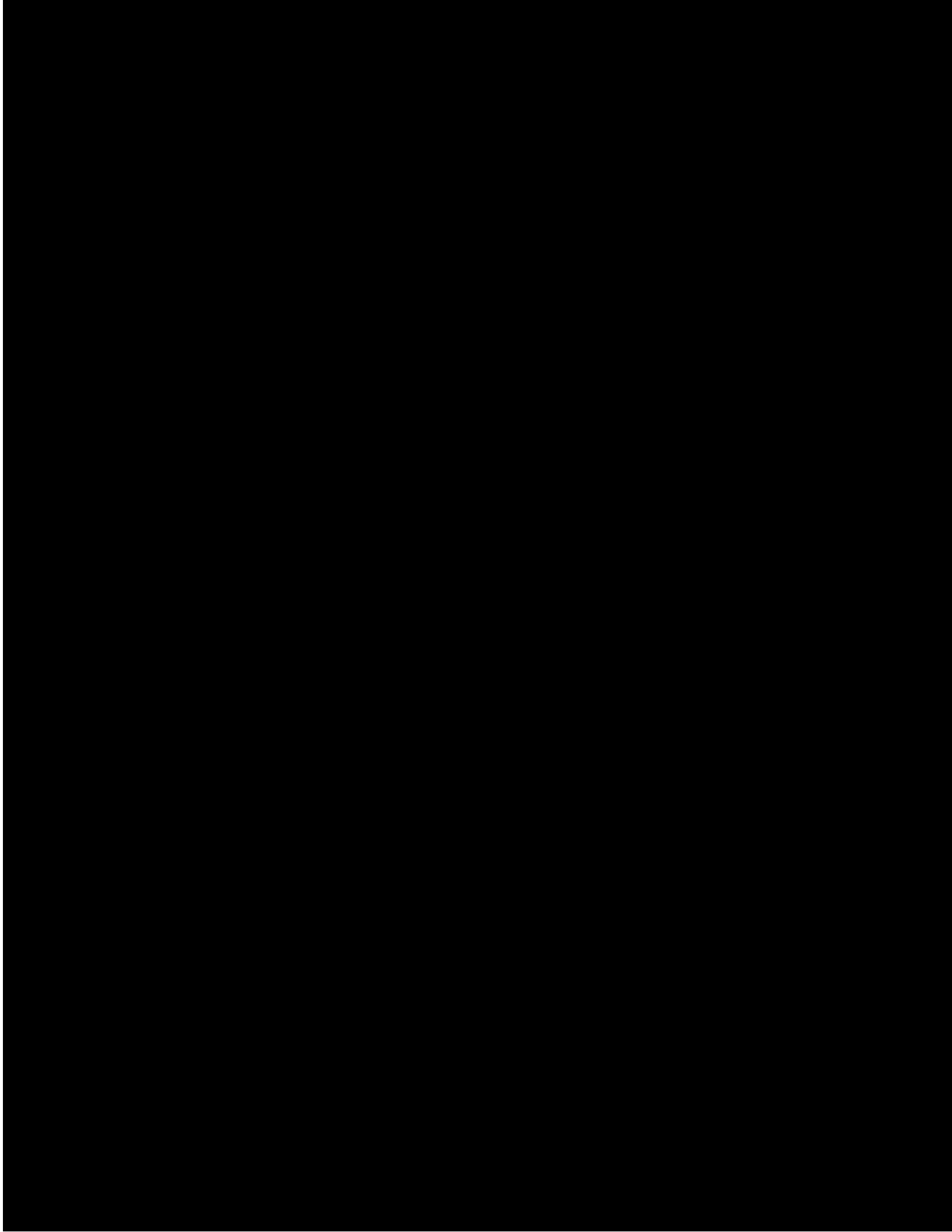












Schedule 7.5

No Undisclosed Liabilities

1. Schedule 7.7(a) of these Disclosure Schedules is incorporated herein by reference.

Schedule 7.6

Title to Personal Property; Related Matters

1. The Prospect Parties have rights to use certain equipment at no cost in exchange for a contractual commitment to purchase consumable supplies.
2. The Prospect Parties have rights to use or keep in inventory certain property on consignment.
3. On April 21, 2023, a Mechanics Lien was filed in Delaware County against Crozer-Chester Medical Center, Prospect CCMC, LLC and MPT of Upland PMH LLC, by Super Sky Products Enterprises, LLC in the amount of \$62,750.00. The property subject to the Mechanics Lien is located at 1 Medical Center Boulevard, Chester (Upland), Delaware County, Pennsylvania 19013. The Prospect Parties have delivered payment for the claim underlying this Encumbrance and requested its release.

Schedule 7.7(a)

Absence of Litigation; Orders

1. See attached Annex 7.7(a), which is incorporated herein by reference.
2. Schedule 7.19 of these Disclosure Schedules is incorporated herein by reference.

Annex 7.7(a) to the Disclosure Schedules

<u>CASE INFORMATION</u>	<u>DESCRIPTION AND STATUS</u>
<p>Prospect ECHN, Inc. v. Winthrop Resources Corp.</p> <p>Case No.: 0:19-cv-00586</p> <p><u>Type of Case:</u> Bus. Lit.</p> <p><u>ECHN’s Counsel:</u> Frank Peretore</p> <p><u>Winthrop’s Counsel:</u> Matthew McBride</p> <p><u>Date of Complaint:</u> May 8, 2019</p>	<p><u>Facts:</u> We sued Winthrop for termination of very unfavorable equipment leases at ECHN, which were assumed as part our purchase of the hospitals. We believe the leases are actually disguised loans, and therefore, improper.</p> <p><u>Status:</u> Oral argument on PMH’s appeal of the Court’s order denying PMH’s motion for summary judgment and granting Winthrop’s motion for summary judgment was held on October 20, 2022. We are awaiting the appellate court’s ruling.</p>
<p>EOH Acquisition Group, LLC v. Prospect EOGH, Inc.</p> <p>Case No.: ESX-C-000145-22</p> <p><u>Type of Case:</u> Bus. Lit.</p> <p><u>EOGH’s Counsel:</u> Ekwon Rhow; James Coons</p> <p><u>Plaintiff’s Counsel:</u> Jason Silberberg</p> <p><u>Date of Complaint:</u> August 18, 2022</p>	<p><u>Facts:</u> EOH sued for breach of contract in connection with Prospect EOGH’s purported failure to remit funds allegedly due under the APA. Prospect EOGH counterclaimed for EOH’s own breach of the APA relating to funds EOH owes to Prospect EOGH.</p> <p><u>Status:</u> EOH filed a motion to consolidate this matter with Prospect’s eviction proceedings against EOH. A hearing is scheduled for May 17, 2023.</p>
<p>Prospect Medical Holdings, et al. v. Legacy ECHN, Inc.</p> <p>HHD-CV-19-6116665-S</p> <p><u>Type of Case:</u> Breach of contract; declaratory judgment</p> <p><u>PMH’s Counsel:</u> Brown Rudnick, LLP; Dylan Kletter</p> <p><u>Legacy’s Counsel:</u> Wiggin & Dana; Aaron Bayer</p> <p><u>Date of Complaint:</u> 9/5/19</p>	<p><u>Facts:</u> PMH sued Legacy ECHN in connection with a \$9.24M gift that was left by Ray Damato upon his death. PMH claims that the gift was an asset of Legacy that was acquired as part of the purchase of ECHN, and that it should be entitled to the entirety of the gift, which would be used for the benefit of the hospital. Legacy ECHN filed a counterclaim.</p> <p><u>Status:</u> Post-trial briefs were filed an final argument was conducted on March 6, 2023. We are awaiting a ruling from the court.</p>
<p>State of Connecticut v. Prospect Medical Holdings, Inc., et al.</p> <p><u>Type of Case:</u> Civil Investigative Demand</p> <p><u>PMH’s Counsel:</u> Preliminary Stage</p> <p><u>AG’s Counsel:</u> Jonathan Blake</p> <p><u>Date of Demand:</u> April 19, 2023</p>	<p><u>Facts:</u> The Connecticut Attorney General’s office issued a Civil Investigative Demand to PMH concerning ECHN and Waterbury.</p> <p><u>Status:</u> We are in the process of interviewing and retaining counsel to help PMH respond to the CID.</p>

**Prospect Medical Holdings – Waterbury Hospital
 “ATTORNEY/CLIENT PRIVILEGED – WORK PRODUCT”
 CLAIM SUMMARY**

PATIENT NAME	[REDACTED]	Age	[REDACTED]	Suit	x	Pre-Suit NOI		Panel	
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Insureds	Waterbury Hospital Excess for Dr. Borowski	Specialty		Defense Attorney	Mike Neubert
Policy Year:	10/1/18-10/1/19				
Codefendants	[REDACTED]	Target Δs	Cardiologist Corp.	Indemnity Request	<input type="checkbox"/> N/A <input checked="" type="checkbox"/> Accepted <input type="checkbox"/> Declined *

ALLEGATIONS (1 LINE)	Flr of agent of CAGW to properly interpret abnormal echocardiogram test and order subsequent diagnostic testing and treatment r/i death
STATUS	Discovery is continuing.

Prospect Medical Holdings
“ATTORNEY/CLIENT PRIVILEGED – WORK PRODUCT”
CLAIM SUMMARY

PATIENT NAME	[REDACTED]	Age	[REDACTED]	Suit	X	Pre-Suit NOI		Panel	
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Insureds & Policy Year:	Manchester Mem.. Hospital Prospect Med Holdings 10/1/19-10/1/20	Specialty	N/A Vicarious	Defense Attorney	Herb Sheppardson
Codefendants	[REDACTED]	Target Δs	OB/GYN	Indemnity Request	<input checked="" type="checkbox"/> N/A <input type="checkbox"/> Accepted <input type="checkbox"/> Declined

ALLEGATIONS (1 LINE)	Wrongful death, failure to properly tx, failure to properly diagnose, failure to timely involve an OB/GYN and other providers.. Vicarious liability.
STATUS	Discovery is continuing. Trial – 10/2/24

PATIENT NAME	[REDACTED]	Age	[REDACTED]	Suit	X	Pre-Suit NOI		Panel	
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Insureds & Policy Year:	Manchester Mem. Hosp. Prospect ECHN 10/1/21-10/1/22	Specialty	N/A Vicarious	Defense Attorney	Stockman Oconnor
Codefendants	[REDACTED] [REDACTED]	Target Δs	Hospitalist	Indemnity Request	<input checked="" type="checkbox"/> N/A <input type="checkbox"/> Accepted <input type="checkbox"/> Declined

ALLEGATIONS (1 LINE)	Wrongul death. Failure to adequately and properly treat, care for and failure to diagnose multiple complications resulting in death.
STATUS	Discovery is continuing.

PATIENT NAME		Age		Suit	X	Pre-Suit NOI		Panel	
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Insureds &	Manchester Mem. Hosp. Prospect ECHN	Specialty	Nursing staff/ Vicarious	Defense Attorney	Stockman Oconnor
Policy Year:	10/1/20-10/1/21				
Codefendants		Target Δs		Indemnity Request	<input checked="" type="checkbox"/> N/A <input type="checkbox"/> Accepted <input type="checkbox"/> Declined

ALLEGATIONS (1 LINE)	Primary- Allegations as to the ECHN nurses are there failure to assess the patient's condition, failure to notify the on call physician or the nursing supervisor... failed to examine the patient overnight. (Geriatric Behavioral Unit)
STATUS	Discovery is continuing.

PATIENT NAME		Age		Suit	X	Pre-Suit NOI		Panel	
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Insureds & Policy Year:	Manchester Mem. Hosp. Prospect ECHN 10/1/22-10/1/23	Specialty		Defense Attorney	Peter Sachner
Codefendants		Target Δs		Indemnity Request	<input checked="" type="checkbox"/> N/A <input type="checkbox"/> Accepted <input type="checkbox"/> Declined

ALLEGATIONS (1 LINE)	Negligence/delay in treatment and carelessness caused Plaintiff to suffer serious, painful, debilitating * permanent injuries.
STATUS	Case is in its earliest stages.

Prospect Medical Holdings
“ATTORNEY/CLIENT PRIVILEGED – WORK PRODUCT”
CLAIM SUMMARY

PATIENT NAME	[REDACTED]	Age	[REDACTED]	Suit	Y	Pre-Suit NOI		Panel	
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Insureds & Policy Year: PRRG-17-20	Crozer Chester Medical Center, Crozer Keystone Health System, Cynthia Dembofsky, M.D., Tino Tran, M.D., Shivani Bista, M.D., Rebecca Gindelberger, M.D.	Specialty	Dembrofsky, M.D. (Neonatologist) Dr. Tran (OB) Dr. Bista (resident) Dr. Gindelberger (resident)	Defense Attorney	Ben Post, Post & Post
Codefendants	[REDACTED]	Target Δs	Dr. Tran	Indemnity Request	<input checked="" type="checkbox"/> N/A <input type="checkbox"/> Accepted <input type="checkbox"/> Declined

ALLEGATIONS (1 LINE)	Alleged birth injury relating to delay in delivery / failure to perform C-section / improper use of forceps at delivery / resulting in failure to transfer infant for body cooling
STATUS	Trial – 11/17/23

PATIENT NAME	[REDACTED]	Age	[REDACTED]	Suit	Y	Pre-Suit NOI		Panel	
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Insureds & Policy Year: PRRG-21-10	Crozer Keystone Health System	Specialty	Hospital System	Defense Attorney	Frank Gerolamo, Gerolamo, McNulty, Divis & Lewbart
Codefendants	[REDACTED]	Target Δs	Warf (25%), Nemours (15%), Slater (15%)	Indemnity Request	<input checked="" type="checkbox"/> N/A <input type="checkbox"/> Accepted <input type="checkbox"/> Declined

ALLEGATIONS (1 LINE)	Failure to diagnose a mass in the right frontotemporal lobe
STATUS	Discovery is continuing.

PATIENT NAME	[REDACTED]	Age	[REDACTED]	Suit	Y	Pre-Suit NOI		Panel	
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Insureds & Policy Year: Multiple	Crozer Chester Medical Center Prospect HAN	Specialty	OBGYN and urology	Δ Attorney	Don Brooks, Eckert Seamans
Codefendants	[REDACTED]	Target Δs	Dr. Lay	Indemnity Request	<input type="checkbox"/> N/A <input type="checkbox"/> Accepted <input type="checkbox"/> Declined

ALLEGATIONS (1 LINE)	During elective C-section, spinal anesthesia was administered. Decedent went into cardiac arrest and coded, during which she delivered a viable female baby. She suffered an anoxic injury, did not recover and passed away about two weeks later.
STATUS	Discovery is continuing.

PATIENT NAME		Age		Suit	Y	Pre-Suit NOI		Panel	
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Insureds & Policy Year: PRRG-19-30	Delaware County Memorial Hospital, Charles M. Geller, M.D. and Prospect DCMH, LLC	Specialty	Hospital	Δ Attorney	Frank Gerolamo, Gerolamo, McNulty, Divis & Lewbart
Codefendants	Unknown at this time	Target Δs	DCMH	Indemnity Request	<input checked="" type="checkbox"/> N/A <input type="checkbox"/> Accepted <input type="checkbox"/> Declined

ALLEGATIONS (1 LINE)	Failure to diagnose and treat aortic dissection
STATUS	Discovery is continuing.

PATIENT NAME	[REDACTED]	Age	[REDACTED]	Suit	Y	Pre-Suit NOI		Panel	
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Insureds & Policy Year: PRRG-20-20	Crozer Chester Medical Center / PMH, Inc., Wei Bin, M.D.; Muhammed Tahseen, M.D.	Specialty	Hospital Pulmonology	Δ Attorney	Frank Gerolamo, Gerolamo, McNulty, Divis & Lewbart Don Brooks, Eckert Seamans
Codefendants	[REDACTED]	Target Δs	CCMC	Indemnity Request	<input checked="" type="checkbox"/> N/A <input type="checkbox"/> Accepted <input type="checkbox"/> Declined

ALLEGATIONS (1 LINE)	Alleged delay in treatment and diagnosis of spinal epidural abscess.
STATUS	Discovery is continuing.

PATIENT NAME		Age		Suit	Y	Pre-Suit NOI		Panel	
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Insureds & Policy Year: PRRG-17-20	Marcin A. Jankowski, D.O., Crozer-Chester Medical Center, Prospect CCMC, LLC, Prospect HAN, Inc., Crozer-Keystone Health Network, Crozer-Keystone Health System, CKHS, Inc.	Specialty	Marcin A. Jankowski, D.O. (Trauma Surgery)	Δ Attorney	Don Brooks, Eckert Seamans
Codefendants		Target Δs	Dr. Hummer	Indemnity Request	<input type="checkbox"/> N/A <input type="checkbox"/> Accepted <input type="checkbox"/> Declined

ALLEGATIONS (1 LINE)	Failure to properly diagnose and treat Compartment Syndrome in plaintiff's forearm
STATUS	Discovery is continuing.

PATIENT NAME	[REDACTED]	Age	[REDACTED]	Suit	Y	Pre-Suit NOI		Panel	
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Insureds & Policy Year: PRRG-20-20	Crozer-Keystone Surgery Center at Havertown, Delaware County Memorial Hospital, DCMH, Inc., Prospect Crozer, LLC and Crozer Health	Specialty	Surgical Center	Δ Attorney	Frank Gerolamo, Gerolamo, McNulty, Divis & Lewbart
Codefendants	[REDACTED]	Target Δs	Dr. Goldstein	Indemnity Request	<input checked="" type="checkbox"/> N/A <input type="checkbox"/> Accepted <input type="checkbox"/> Declined

ALLEGATIONS (1 LINE)	Death after cataract extraction / lens implant surgery
STATUS	Discovery is continuing.

PATIENT NAME		Age		Suit	Y	Pre-Suit NOI		Panel	
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Insureds & Policy Year: PRRG-20-30	Prospect DCMH, LLC; Yun Lin Cheng, M.D.; Prospect HAN; Prospect Crozer, LLC; Crozer Health, and Crozer Health Medical Group	Specialty	OB/GYN	Δ Attorney	Gregory Nesbitt, of Kilcoyne & Nesbitt
Codefendants	None	Target Δs	Dr. Cheng	Indemnity Request	<input checked="" type="checkbox"/> N/A <input type="checkbox"/> Accepted <input type="checkbox"/> Declined

ALLEGATIONS (1 LINE)	Misinterpretation of strips and failure to move to an expedited surgical delivery given signs of fetal distress.
STATUS	Discovery has commenced.

PATIENT NAME		Age		Suit	Y	Pre-Suit NOI		Panel	
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Insureds & Policy Year: PRRG-17-30	Delaware County Memorial Hospital, Crozer-Keystone Health System Martina Vendrame, M.D., HAN Neuro Associates Michael Dumin, M.D.	Specialty	Hospital / Healthcare System Neurology / Employer ED	Δ Attorney	Don Brooks, Eckert Seamans
Codefendants	None	Target Δs	Drs. Dumin and Vendrame	Indemnity Request	<input type="checkbox"/> N/A <input type="checkbox"/> Accepted <input type="checkbox"/> Declined

ALLEGATIONS (1 LINE)	Failure to timely diagnose a stroke, failure to administer tPA
STATUS	Settled.

PATIENT NAME		Age		Suit	Y	Pre-Suit NOI		Panel	
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Insureds & Alison C. Rodriguez, M.D.; Samantha Morrison, M.D.; Melissa Reardon, R.N.; Prospect CCMC, LLC d/b/a Crozer Chester Medical Center; Prospect Health Access Network, Inc.		Natalie Parkes, M.D.; Ahliuwalia Shabani, D.O.; Crozer Keystone OB/GYN Upland; Prospect Crozer, LLC d/b/a CKHS; and PMH, Inc. and Prospect Provider Group		Specialty	OB/GYN	Δ Attorney	Donald J. Brooks, Jr. Eckert Seamans		
Policy Year: PRRG-19-20									
Codefendants	None	Target Δs	Dr. Rodriguez (attending)	Indemnity Request	<input type="checkbox"/> N/A <input type="checkbox"/> Accepted <input type="checkbox"/> <input checked="" type="checkbox"/> Declined				

ALLEGATIONS (1 LINE)	Obstetrical case with fetal demise at L&D. Negligence and corporate negligence alleging fetal demise due to delayed delivery with non-reassuring strips and emotional distress claim.
STATUS	Discovery is continuing. Trial – 1/22/24

PATIENT NAME		Age		Suit	Y	Pre-Suit NOI		Panel	
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Insureds & Policy Year: PRRG-20-20	PMH d/b/a/ Crozer Health, HAN d/b/a Crozer Keystone Health Network, Crozer Keystone Health System and CCMC	Specialty	Hospital System	Δ Attorney	Ben Post, Post & Post
Codefendants	None, although recommendation	Target Δs	Unknown at this point	Indemnity Request	<input checked="" type="checkbox"/> N/A <input type="checkbox"/> Accepted <input type="checkbox"/> Declined

ALLEGATIONS (1 LINE)	Improper resuscitation efforts resulting in death
STATUS	Discovery has commenced.

PATIENT NAME	[REDACTED]	Age	[REDACTED]	Suit	Y	Pre-Suit NOI		Panel	
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Insureds & Policy Year: PRRG-18-20	Keith Williams, MD; Prospect CCMC, LLC d/b/a Crozer-Chester Medical Center; and Prospect HAN	Specialty	Maternal Fetal Medicine (high risk obstetrics)	Δ Attorney	Ben Post, Post & Post				
Codefendants	None	Target Δs	Dr. Keith Williams	Indemnity Request	<input checked="" type="checkbox"/> N/A <input type="checkbox"/> Accepted <input type="checkbox"/> Declined				

ALLEGATIONS (1 LINE)	Plaintiffs claim that, when one of the twins had a non-reactive non-stress test on September 11, 2018, more action should have been taken, to evaluate the twins and for earlier delivery.
STATUS	Discovery is continuing.

PATIENT NAME	[REDACTED]	Age	[REDACTED]	Suit	Y	Pre-Suit NOI		Panel	
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Insureds & Policy Year: PRRG-19-20	Crozer Chester Medical Center	Specialty	Hospital	Δ Attorney	Ben Post, Post & Post
Codefendants	[REDACTED]	Target Δs	Crozer Chester Medical Center	Indemnity Request	<input checked="" type="checkbox"/> N/A <input type="checkbox"/> Accepted <input type="checkbox"/> Declined

ALLEGATIONS (1 LINE)	Alleged failure to properly monitor labor and perform STAT C-Section (given alleged non-reassuring fetal heart tracings) and improper attempt of VBAC without adequate surgical history or earlier C-Section. Alleged improper vacuum extraction and failure to detect hypoxia, resulting in shoulder dystocia and neurological issues. Failure to timely transfer to TJUH.
STATUS	Discovery is continuing.

PATIENT NAME		Age		Suit	Y	Pre-Suit NOI		Panel	
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Insureds & Policy Year: PRRG-20-20	Nalim Patel, PA-C, John M. Fanning, D.O. and Prospect HAN	Specialty	Nalim Patel, PA-C (PA) John M. Fanning, D.O.	Defense Attorney	Frank Gerolamo, Gerolamo, McNulty, Divis & Lewbart
Codefendants	None	Target Δs	Nalim Patel, PA	Indemnity Request	<input checked="" type="checkbox"/> N/A <input type="checkbox"/> Accepted <input type="checkbox"/> Declined

ALLEGATIONS (1 LINE)	Alleged failure to diagnose and treat MSSA infection in the right knee joint leading to Sepsis and Death
STATUS	Discovery is continuing.

PATIENT NAME		Age		Suit	Y	Pre-Suit NOI		Panel	
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Insureds & Policy Year: PRRG-17-30	Ryan Arnold Kenneth Brown, Jr. Delaware County Memorial Hospital	Specialty	EMT (Advanced) EMT (Basic) Hospital (as EMS employer)	Δ Attorney	Andrew Worek, Post & Post
Codefendants	None	Target Δs	Ryan Arnold	Indemnity Request	<input type="checkbox"/> N/A <input type="checkbox"/> Accepted <input type="checkbox"/> Declined

ALLEGATIONS (1 LINE)	Alleged negligent treatment by the paramedics in administering care and getting decedent to the hospital in a timely fashion, prior to a code blue.
STATUS	Defense verdict in June 2021 and plaintiff filed post-trial motions, which were denied. Plaintiff has appealed the decision and that was denied. Plaintiff has filed an appeal of the denial, which we responded to. Oral Argument was heard in September 2022 and we are awaiting the decision.

PATIENT NAME		Age		Suit	Y	Pre-Suit NOI		Panel	
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Insureds & Policy Year: PRRG-19-20	Prospect CCMC d/b/a Crozer Chester Medical Center, CCMC Inc, Crozer Keystone Health System; Prospect HAN; John Burke, MD; Leah Margolis, MD; Rebecca Gindelberger, DO; Samantha Morrison, MD; and Srijita Sarkar, MD	Specialty	Hospital / OBGYN	Δ Attorney	Ben Post, Post & Post
Codefendants	None	Target Δs	Dr. John Burke	Indemnity Request	<input checked="" type="checkbox"/> N/A <input type="checkbox"/> Accepted <input type="checkbox"/> Declined

ALLEGATIONS (1 LINE)	Plaintiffs allege that the defendant, OBGYN staff, failed to acknowledge that there were signs of fetal distress on the fetal heart tracings in this case.
STATUS	Discovery is continuing.

PATIENT NAME		Age		Suit	Y	Pre-Suit NOI		Panel	
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Insureds & Policy Year: PRRG-18-10	Lewis Wai-Hung Lo, M.D. Crozer Keystone Health at Springfield	Specialty	OBGYN OB Practice Group	Δ Attorney	Ben Post, Post & Post
Codefendants	None	Target Δs	Dr. Lo	Indemnity Request	<input checked="" type="checkbox"/> N/A <input type="checkbox"/> Accepted <input type="checkbox"/> Declined

ALLEGATIONS (1 LINE)	Alleged failure to treat preeclampsia resulting in birth injuries
STATUS	Discovery is continuing.

PATIENT NAME		Age		Suit	Y	Pre-Suit NOI		Panel	
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Insureds & Policy Year: PRRG-19-20	Crozer Chester Medical Center; Prospect Crozer, LLC dba CKHS and/or Crozer Health	Specialty	Hospital	Δ Attorney	Daniel Divis, Gerolamo, McNulty, Divis & Lewbart
Codefendants	None	Target Δs	Chester Crozer Medical Center	Indemnity Request	<input checked="" type="checkbox"/> N/A <input type="checkbox"/> Accepted <input type="checkbox"/> Declined

ALLEGATIONS (1 LINE)	Admission to psych unit, where she was medicated due to psychosis and aggression. Found dead in her room.
STATUS	Discovery is continuing.

PATIENT NAME	[REDACTED]	Age	[REDACTED]	Suit	Y	Pre-Suit NOI		Panel	
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Insureds & Policy Year: PRRG-20-10	Prospect CCMC, LLC d/b/a Taylor Hospital	Specialty	Hospital	Δ Attorney	Daniel Divis, Gerolamo, McNulty, Divis & Lewbart
Codefendants	[REDACTED]	Target Δs	Larry Goldstein, M.D. (Urology), assuming we communicated the results of the CT Urogram	Indemnity Request	<input type="checkbox"/> N/A <input type="checkbox"/> Accepted <input type="checkbox"/> Declined

ALLEGATIONS (1 LINE)	Delay in treatment of bladder cancer from 03/28/2016 to 01/01/2019
STATUS	Discovery is continuing.

PATIENT NAME	[REDACTED]	Age	[REDACTED]	Suit	Y	Pre-Suit NOI		Panel	
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Insureds & Policy Year: PRRG-20-10	John Traverso, D.O.	Specialty	Family Medicine	Δ Attorney	Don Brooks, Eckert Seamans				
Codefendants	[REDACTED]	Target Δs	Likely to be the codefendant facility, but unknown at this time	Indemnity Request	<input type="checkbox"/> N/A <input type="checkbox"/> Accepted <input type="checkbox"/> Declined				

ALLEGATIONS (1 LINE)	At rehab admission, plaintiff alleges mismanagement of vent/trach, and failure to properly manage trach tube with recurrent episodes of tube being pulled out, ultimately resulting in anoxic brain injury.
STATUS	Discovery is continuing.

Prospect Medical Holdings
"ATTORNEY/CLIENT PRIVILEGED – WORK PRODUCT"
CLAIM SUMMARY

PATIENT NAME		Age		Suit	N	Pre-Suit NOI	Y	Panel	
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Insureds	Roger Williams Hospital	Specialty	Geri-Psych Unit, Hospital	Δ Attorney	Sheri Pizzi Barton Gilman
Policy Year	2019				
Codefendants	N/A	Target Δs	RWMC	Indemnity Request	<input type="checkbox"/> N/A <input type="checkbox"/> Accepted <input type="checkbox"/> Declined

ALLEGATIONS (1 LINE)	Failure to monitor, Failure to protect decedent from another patient
STATUS	Discovery is continuing.

PATIENT NAME		Age		Suit	Y	Pre-Suit NOI		Panel	
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Insureds & Policy Year:	Rafael Liporaci Lucena, MD, Prospect Chartercare Physicians LLC & Prospect/RWMC (Dismissed) 2020	Specialty	Internal Medicine	Defense Attorney	Paul Galamaga Ratcliffe, Harten & Galamaga
Codefendants	N/A	Target Δs	Dr. Liporaci	Indemnity Request	<input type="checkbox"/> N/A <input type="checkbox"/> Accepted <input type="checkbox"/> Declined

ALLEGATIONS (1 LINE)	Failure to timely diagnose and prevent a heart attack.
STATUS	Attempting to settle.

PATIENT NAME	[REDACTED]	Age	[REDACTED]	Suit	Y	Pre-Suit NOI		Panel	
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Insureds & Policy year:	Ponnandai Somasundar, M.D. and Prospect/Chartercare Roger Williams 2017	Specialty	Surgery	Δ Attorney	Paul Galamaga Ratcliff Harten & Galamaga
Codefendants	[REDACTED]	Target Δs	Dr. Sztulman	Indemnity Request	<input type="checkbox"/> N/A <input type="checkbox"/> Accepted <input type="checkbox"/> Declined

ALLEGATIONS (1 LINE)	Negligent surgery resulting in perforated viscus. Negligent follow up care and repair.
STATUS	Discovery is continuing.

PATIENT NAME		Age		Suit	Y	Pre-Suit NOI		Panel	
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Insureds & Policy Year:	Aaron Bloomenthal, MD Roger Williams Hospital Prospect CharterCare Physicians, LLC 2019	Specialty	Surgeon	Defense Attorney	Paul Galamaga Harten, Ratcliffe & Galamaga
Codefendants		Target Δs	Surgeon	Indemnity Request	<input type="checkbox"/> N/A <input type="checkbox"/> Accepted <input type="checkbox"/> Declined

ALLEGATIONS (1 LINE)	Alleged negligent gastric bypass and cholecystectomy resulting in transection of the CBD, multiple complications and death.
STATUS	Attempting to settle.

PATIENT NAME		Age		Suit		Pre-Suit NOI		Panel	
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Insureds & Policy year:	Roger Williams Hospital Michael Marsh, MD Franklin Lam, MD (resident) 2018	Specialty	Hospitalist	Δ Attorney	Sherri Pizzi Barton Gilman
Codefendants		Target Δs	Emergency MD	Indemnity Request	<input type="checkbox"/> N/A <input type="checkbox"/> Accepted <input type="checkbox"/> Declined

ALLEGATIONS (1 LINE)	Delay in dx and treatment of stroke
STATUS	Discovery is continuing.

PATIENT NAME		Age		Suit		Pre-Suit NOI	Y	Panel	
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Insureds & Policy Year:	Prospect Chartercare 2019-2020	Specialty		Defense Attorney	Not yet assigned
Codefendants		Target Δs		Indemnity Request	<input type="checkbox"/> N/A <input type="checkbox"/> Accepted <input type="checkbox"/> Declined

ALLEGATIONS (1 LINE)	Alleged negligence post-tonsillectomy in monitoring oxygen resulting in death.
STATUS	Lawsuit filed March 2023.

PATIENT NAME		Age		Suit	Y	Pre-Suit NOI		Panel	
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Insureds & Policy Year:	Mark Braun, MD Prospect Physicians, LLC	Specialty	Internal Medicine	Defense Attorney	Sheri Pizzi Barton Gilman
Codefendants		Target Δs		Indemnity Request	<input type="checkbox"/> N/A <input type="checkbox"/> Accepted <input type="checkbox"/> Declined

ALLEGATIONS (1 LINE)	Alleged failure to dx and treat lung cancer.
STATUS	Discovery is continuing.

PATIENT NAME	[REDACTED]	Age	[REDACTED]	Suit	Y	Pre-Suit NOI		Panel	
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Insureds & Policy year:	Gregory J. Steinmetz, MD 2021-2022	Specialty	Primary Care	Δ Attorney	Paul Galamaga Ratcliffe, Harten & Galamaga
Codefendants	[REDACTED]	Target Δs	NP and group	Indemnity Request	<input type="checkbox"/> N/A <input type="checkbox"/> Accepted <input type="checkbox"/> Declined

ALLEGATIONS (1 LINE)	Failure to diagnose prostate cancer
STATUS	Discovery is continuing.

Prospect Medical Holdings
“ATTORNEY/CLIENT PRIVILEGED – WORK PRODUCT”
CLAIM SUMMARY

PATIENT NAME	[REDACTED]	Age	[REDACTED]	Suit	Yes	Pre-Suit NOI		Panel	
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Insureds & Policy Year:	Southern California Hospital at Culver City 2017	Specialty	Hospital	Δ Attorney	Brian Hoffman; Wood, Smith, Henning & Berman
Codefendants	[REDACTED]	Target Δs	Dr. Quebbeman, Dr. Singh & SCHCC	Indemnity Request	<input checked="" type="checkbox"/> N/A <input type="checkbox"/> Accepted <input type="checkbox"/> Declined

ALLEGATIONS (1 LINE)	Alleged failure to diagnose and treat Wernicke’s Encephalopathy leading to brain damage.
STATUS	Pending MSJ to try and eliminate any agency theories against us for the physicians. Trial postponed based on new judge assignment.

USC Keck (USC) v Prospect Health Plan (PHP) and Blue Shield of California (BSC)

AAA, Ref No. 1220073418

PHP's counsel: David Outwater Esq. at Outwater & Pinckes

Reimbursement Dispute

USC served Demand for Arbitration on June 10, 2022, with AAA. Case alleges that respondents failed to properly reimburse the hospital for a six month inpatient hospital stay.

Calendar: The parties are in the process of selecting an arbitrator.

<u>Plaintiff</u>	<u>Entity</u>	<u>Entity State*</u>	<u>Venue and Case No.</u>	<u>Case Description</u>	<u>Status</u>
Abdurahman, Dina	Emergency Care Services of PA d/b/a Team Health, Prospect Health Access Network, Inc. d/b/a Health Access Network, Crozer-Keystone Health NetworkCrozer - Chester Medical Center	PA	8.8.19 Complaint Pennsylvania Human Relations Commission PHRC Case No. 201900011; EEOC No. 17F201960700- 07.02.20 in the Court of Common Pleas Delaware Penn. On 7.29.20 Plaintiff filed an amended complaint in Eastern District Pennsylvania Eastern District Pennsylvania 2-20-CVO3609-	Gender Discrimination; Race Discrimination; Religion Discrimination; Nationality Discrimination- Title VII; Discrimination and Retaliation Title IX Education Amendments by subject her to Sexual harassment that deprived her access to the education opportunity offered by the residency program; Defamation.	Trial expected to be scheduled in August 2023. Judge put case to inactive status until 6.17.23 when Plaintiff will inform if she is fit to be deposed.
Abreau, Brendiana	SCHS, Alta Systems, PMH, Ceridan HCM Inc. (Culver City Hospital)	CA	6.30.20 First Amended Complaint Superior Court of California, County of Los Angeles Case No 20STCV21447.Stanley Mosk Courthouse. Answer filed 8.4.20. On 2.28.22 Court granted motion to stay trial. On 7.15.22, CMS Judge lifted the discovery stay. On 11.26.22 Motion to compel individual PAGA claim to arbitration was granted. 12.14.22 Plaintiff requested referral to arbitration. The Court stayed the representative PAGA claim.	PAGA action asserts variety of wage and hour claims. The class is for any non-exempt position, other than RNs, LVNs and CNAs, and worked at Culver facility. Plaintiff Abreau was a security, who earned shift differentials. Class period is from January 1, 2019 to now.	No Arbitration Hearing Dates Scheduled. No Mediation Date Scheduled.

Bailey, Yolanda (PAGA & Class Action)	SCHS - Culver City	CA	Superior Court-County of Los Angeles 23STCV07482 served 4.7.2023	Failure to pay all minimum wages; Failure to pay all overtime wages; Failure to provide rest periods and pay missed rest period premiums; Failure to provide meal periods and pay missed meal period premiums; Failure to maintain accurate employment records; Failure to pay wages timely during employment; Failure to pay all wages earned and unpaid at separation; Failure to indemnify all necessary business expenditures; Failure to furnish accurate itemized wage statements; CLASS ACTION alleging Data Breach; Competition Law ("UCL") (Bus. & Prof; Code, §§ 17200-17210).	No Arbitration Hearing Dates Scheduled. No Mediation Date Scheduled.
Barraza, Carlos Eduardo	Foothill Regional Medical Center	CA	1.26.23 - Orange County Superior Court 30-2023-01304199-CU-OE-CXC 3.21.22 Demand for Personnel File and Settlement Demand. 1.26.23 PAGA Notice to Workforce & Development Agency.	Retaliation in Violation of Labor Code Section 1102.5; (Discrimination in Violation of FEHA); Retaliation in Violation of FEHA; Failure to Provide Meal Periods; Failure to Provide Rest Breaks; Unpaid penalties for missed meal and rests periods.	No Arbitration Hearing Dates Scheduled. No Mediation Date Scheduled.
Haywood, LaTina	Haywood, LaTina	CA	Los Angeles Superior Court Case 23STCV06123 PAGA Action Demand for Jury Trial.	Failure to pay Overtime Wages; Failure to pay Minimum Wages; Failure to Provide Meal Periods; Failure to Provide Rest Periods; Waiting Time Penalties; Wage Statement Violations; Failure to Timely Pay Wages; Violation of Labor Code 2802; Violation of Labor Code 227 10. Unfair Competition	Have not been served as of 5.2.23.
Herrera, Fernando	Southern California Health System	CA	8.3.21 PAGA Notice and Civil Complaint on 10.4.21, Superior Court of California, Los Angeles County 21SMCV01625	Alleges failure to provide employment records, pay minimum and overtime wages for all hours worked, provide meal and rest periods, pay wages upon termination, provide accurate wage statements, provide sick pay.	No Arbitration Hearing Dates Scheduled. No Mediation Dates Scheduled. Exposure will depend on CA Supreme Court Decision.

Tabarez, Maria	Alta Hospital Systems	CA	8.16.21 PAGA Claim Superior Court of California County of Los Angeles Class Action Lawsuit 21STCV30149. 2.9.23 - JAMS assigned Hon. Holly E. Kendig (Ret.) as the arbitrator.	Class Action filed on behalf of all non exempt employees for Alta Hospitals System. 9 COAs: Cal. Labor Code Non Payment of Overtime; Meal and Rest Penalties; Non Itemized Pay Stub; Non Reimbursement of Employee's Expenses; Failure to Pay Reporting time -2 hours at their regular rate of pay.	Arbitration Hearing September 9-12, 2024. Final Status Conference 8.30.2024 No Mediation Date Scheduled.
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<u>Date of care</u>	<u>Patient</u>	<u>Facility</u>	<u>Summary of key care events</u>	<u>Injury description</u>
10/8/2022	█	Hollywood	A security guard who was getting into his car after his shift noticed a conserved patient that had eloped from Urgent care. While escorting the patient back with another officer the patient released himself from their hold and began to choke the officer. They both then fell to the ground where the officer was observed shaking and then becoming unresponsive. 911 was called and LA County Fire responded and resuscitated the security officer and transported him to a higher level of care.	neurologic injury
10/20/2022	█	Culver City	The patient was admitted to the Chemical Dependency Unit for treatment on October 19, 2022. At approximately 22:45 the laboratory resulted a serum glucose of 579. The nurse contacted the physician to report the critical value and received an order for 35 units of regular insulin subcutaneous once. This order was carried out at 23:00. The glucose was re-checked at 23:41 via glucose POC which resulted a glucose of 411, the glucose was then re-checked again at 0100 which resulted in a glucose of 201. At approximately 06:30 the nurse went to again check her glucose and found the patient unresponsive and the glucose monitor reading "low" a Rapid Response was called the patient was transferred to the Emergency Department where she was intubated and then transferred to the Critical Care Unit.	neurologic injury
2/7/2023	█	Culver City	On 02/07/23 patient was admitted to the rehab unit with the diagnosis of Acute Pancreatitis and Weakness. At admission pt was a High Fall risk per the morse fall scale in the admission nursing note. The following day she received narcotic pain medication, hydrocodone at 8:57 AM followed by Hydromorphone at 11:17 am, per MD orders. Bedside nurse assessed patient vital signs at 17:00 and then went to assist the patient next door. At 17:15 hospital staff member reported hearing a loud noise and found patient on the floor, supine. Pt denied pain and reported she was getting up to pay rent. Per nursing pt had refused any out of bed activity all day with therapy staff. Per bedside nurse bed was kept on the lowest setting and hourly rounding was taking place as fall prevention. Fall tips board was completed. Post fall A bed alarm was placed, and vitals checked every 15 minutes. Pt had CT scan indicating a frontal lobe hemorrhagic contusion. The patient was transferred to higher level of care.	neurologic injury
3/30/2023	█	Culver City	Pt was █ y/o male admitted on 5/1/50. Pt had been presented with severe depressed mood, anhedonia, worthlessness for the past few months before admission. The patient attempted suicide in October 2022 at Cedars Sinai. He had been having suicidal ideation on overdosing on medications with intention to kill himself. His sister called the police and placed him on 5/1/50 hold. Hx of Suicidal Ideation, Depression, Neuropathy. Pt's sister informed one of the staff members in SCH Culver that her brother jumped off a building and died. Dr. Farhadi was also informed by the employee that the family notified her about the pt's suicide.	death

<u>Date of care</u>	<u>Patient</u>	<u>Facility</u>	<u>Summary of key care events</u>	<u>Injury description</u>
7/19/2021	█	CharterCARE	RIJ central line inadvertently placed in the Right carotid. Initial film showed RIJ in good position and received fluids and medications through the line. Patient suffered a large right MCA stroke. CT neck showed right sided catheter in the right carotid into the ascending aorta, Line removed. Addendum to post placement CXR states that upon further review there is abnormal positioning of the catheter extending from the right neck which takes a slightly leftward course at the level of the carina c/w extension into the thoracic aorta. Pt transferred to RIH to neuro critical care unit.	neurologic injury
3/14/2020	█	CharterCARE	█ yr old female with chronic tonsillitis underwent a tonsillectomy on 3/13/20. ASA Class II. Pre-op medical clearance obtained. Pt was 4'11" and 235 lbs, BMI 47.5 Surgery proceeded without complication and pt did well post op. On the unit, the pt received pain meds and was oxygenating well. VSS. Refused to wear SCD boots, mist O2 mask and constant oxygen saturation monitor. Frequent checks of O2 were 95-99 %, VSS and pt was up to the BR. At approximately 0400 on 3/14/20, the pt was found unresponsive and asystolic. A code blue was called and continued until the pt was pronounced dead at 0440.	death

<u>Date of care</u>	<u>Patient</u>	<u>Facility</u>	<u>Summary of key care events</u>	<u>Injury description</u>
6/24/2022	■	CCMC	<p>A ■-week male infant developed fetal bradycardia, necessitating a vacuum assisted delivery. At birth, he had poor tone and no spontaneous respiratory rate. He was intubated. Heart rate improved. He was transferred for head cooling and R\O Hypoxic ischemic encephalopathy, Baby may have infectious process as well. The mother is a 19-year-old G2P1, who presented to Crozer for delivery at 38 weeks. She began her prenatal at 6-months. Her membranes had ruptured and the amniotic fluid contained meconium. She has anemia associated with pregnancy and gestation hypertension. On June 23, 2022, she presented to L&D at 38 1/7 weeks gestation. There was premature rupture of membranes, irregular contraction, suspected early labor. She was placed on continuous monitoring. Category I tracing. Thin meconium noted. The vital signs were stable, FHT 135, and moderate variability. Pitocin was started. On June 24, 2022 at 0800, FHT 140, moderate variability, intermitted decelerations. At 0841 complete pushing, FHT 140, moderate variability, no accels,variables noted. At 0900 patient pushing. The baby was posterior delivery. Category II tracing. At 930 FHT 60s, and Kiwi vacuum applied; three pulls with pop off; controlled head delivery with body and shoulders delivered without difficulty, (less than 15 sec). Neonatal present at delivery. Male delivered at 0937. Baby now at DuPont and has been extubated. Seizures have subsided.</p>	Neurologic injury
10/3/2022	■	BL Surgical Center	<p>A ■-year old female on 10/3/2022 was scheduled at Brinton Lake Surgical Center for Septoplasty, Turbinectomy and Nasal Valve Repair under general anesthesia, developed negative pressure pulmonary edema s/p extubation at end of surgery, reintubated and transferred to Crozer ED for postop care. Patient admitted to ICU for continued care and management. At the end of surgery the patient was reversed from anesthesia and was noted to have bleeding from her nose. She was given Propofol 50mg IV and the ENT resident repacked nose. Afrin was instilled. After ensuring bleeding had stopped, patient was extubated. A few minutes later, the patient had laryngospasm leading to desaturation. She had to be reintubated after giving Propofol 70mg and succinicholine 50mg. Diagnosis of negative pulmonary edema was made. Patient had pink frothy sputum coming out of her ETT. Given Lasix 20mg IV with 800ml urine output. She was transferred to Crozer ER as noted above. Hemodynamically the patient was closely monitored due to labile BP and PO2. Upon reintubation, the patient stabilized and the patient's was BP 95/73, HR-69, and PO2 99 percent on transfer. After the decision was made to keep the patient intubated, the patient was sedated and transferred to Crozer ED. She remained in the OR for 1 hour 15 while waiting for EMT transfer. The patient was extubated the following day.</p>	lung injury

<u>Date of care</u>	<u>Patient</u>	<u>Facility</u>	<u>Summary of key care events</u>	<u>Injury description</u>
3/9/2023	█	CCMC	<p>A visitor to the hospital experienced a cardiac arrest on the grounds of the hospital. This █-year-old female with a past medical history of Afib, s/p ablation, COPD, aneurysm with clipping. She was a visitor on the L&D unit where her daughter was brought in on 3/9 for undelivered fetal demise. At approximately 8pm, she left the L&D unit to make a phone call outside of the hospital. When she attempted to re-enter through the ED, she was redirected to the POB entrance by security. She proceeded to walk around the building to the other entrance calling a family friend who is an Upland police officer to tell him the situation and her other daughter. Upon arrival to the Main entrance of the hospital, the patient sat on the bench outside the main doors. She was found by the Upland police officer and soon after became unresponsive. He initiated CPR and called for EMS. EMS intubated the patient and continued compressions. Patient was initially asystole, however after two (2) rounds of epinephrine and continuous CPR the patient had ROSC. CT of the head was negative for bleed. She is tolerating the vent and will be admitted to the ICU. Hypothermia protocol initiated. The patient was transferred to ICU for treatment of CHF, pulmonary edema and hypertension. The patient suffered an anoxic brain injury, was seen by Palliative Care and is now deceased. Major changes in entries to hospital, signage and plans are being implemented.</p>	death
2/17/2023	█	CCMC	<p>Baby Born: October 20 2022 at CCMC. Baby had a delayed discharge due to treatment for Bacterial Meningitis, hypoglycemia, hyponatremia, and seizures. Baby was born to a █-year-old mother. The delivery was complicated by meconium. This was the first office visit back to CCMC for follow-up at the Neonatal Developmental Clinic (January 20, 2023). At the time of the visit, the baby was 39 5/7 weeks. The baby had been followed since discharge at Advocare Pediatrics. The baby had no hospitalization since discharge. There was no history of sleep and /or feeding problems. On examination the baby was noted to have horizontal nystagmus and possible increasing head circumference. The mother, accompanied by CYS worker, to schedule "urgently" the baby for a CT at CHOP. Contact number provided. The baby died at home three (3) days after clinic visit. Circumstances unknown. Death is under investigation by Southhampton Police. The results of the autopsy are still pending with the Delaware County Medical Examiner Office, who has obtained the other records.</p>	Unknown

<u>Date of care</u>	<u>Patient</u>	<u>Facility</u>	<u>Summary of key care events</u>	<u>Injury description</u>
10/18/2021	█	Waterbury	Patient is a █yo 38-week gestation gravida 3 para 1 who presented to Family Birthing for a planned non-elective induction of labor secondary to gestational diabetes being managed on insulin. Induction began on 10/18/2021 @ 8:56 with AROM. FHT category 1 appreciated. CNM evaluated patient due to fetal heart rate decelerations in early afternoon. Variable decels began abruptly and were followed by a prolonged deceleration. SVE done to apply fetal scalp electrode and prolapsed of umbilical cord was discovered. FSE applied, FHR 50s-70s. Emergent request for OB and Anesthesia. Patient was placed in Trendelenburg and fetal head was elevated manually while patient was transported emergently to OR for STAT C/S. Neonate delivered with APGARS 0 and 8 requiring 4 minutes of CPR and transfer to NICU for observation. After 6 hours in NICU, VS were stable, blood gas reassuring, baby eating well and normal glucose levels. Baby was transitioned to well-baby nursery.	neurologic injury
2/7/2021	█	Waterbury	█ yo male presented to WHED on 2/6/2021 for accidental overdose on cocaine initially at 14:51 then again at 22:09. Both encounters patient was brought in by ems who provided patient 2mg Narcan. Patient arrived alert and oriented x3, calm and cooperative. Patient was monitored in the ED with no symptoms, remained alert and oriented. Patient was discharged to home both times with follow-up with PCP and verbiage in discharge paperwork stating "If your overdose was related to a drug addiction, seek drug counseling. Consider a drug treatment program to help break your habit". Patient expired at home after third accidental overdose on 2/7/2021.	death
1/6/2022	█	Waterbury	Patient is a █yo female with PMHX significant for COPD, dilated cardiomyopathy, s/p AICD, opioid abuse who presented to WH on 9/1/2021 in the setting of a minor MVA. On 9/2/2021 patient represented to the WHED in respiratory distress. Patient was then intubated and admitted to ICU. Patient was successful extubated but required 3 more reintubations. Stridor work up revealed significant subglottic narrowing via CT and decision was made to perform a tracheostomy. Patient underwent a percutaneous trach and PEG placement on 9/24/2021. Patient was transferred to med/surg on 9/26/2021. On 10/2 a bedside trach revision was performed. Patient found to have false track. Patient was reintubated and transferred back to ICU. Trach revision was completed in the OR on 10/5. On 1/6/2022 patient had inner cannula Protex #7 changed by respiratory and had gone for dialysis. During time in dialysis patient reporting concern regarding trach. RRT called to dialysis to suction trach as patient c/o trouble breathing. RRT was able to pass the suction catheter, no secretions returned. Patient was not in distress. After completion of dialysis and return to floor patient expressing concerns regarding trach including that the trach felt loose, trouble breathing and increased anxiety - vitals 96% O2 sat. RRT called. RRT changed trach ties and tried to suction patient but could not pass the catheter. Patient O2 sat 98%. Surgery was called. Upon arrival of Surgery to patient's room patient found on the floor by the bathroom on her side, gray and cyanotic gasping for air with palpable carotid pulses. Trach was in place with some blood around insertion site. Ballon was down. No air exchange was noted after placing patient in the supine position. Anesthesia and RRT called. Supplemental O2 provided via NC. Trach was suctioned and lightly rotated in place with no noticeable air exchange. Tracheostomy was replaced and patients O2 sats improved to > 88% on BMV with +color. Patient was found pulseless on exam. Due to DNR/DNI time of death was called by medical team.	death
2/28/2022	█	Waterbury	A █yo male presented to the ED on 2/28/2022 for r/o appendicitis for which a CT abd pelvis with contrast was ordered. A █-month-old male also presented to ED on 2/28/2022 for evaluation of febrile seizures. █ month old was ordered CT Head without contrast. █-month-old patient with order for CT Head without contrast inadvertently received CT abd pelvis with contrast that was intended for the █yo r/o appendicitis. Disclosure was made to the family regarding incorrect study performed. Imaging was read and credited to patient account. Patient was transferred to YNH for further management of febrile seizures.	

<u>Date of care</u>	<u>Patient</u>	<u>Facility</u>	<u>Summary of key care events</u>	<u>Injury description</u>
4/7/2022 & 4/9/2022	█	Waterbury	<p>█ yo female G0P1 31.1 weeks gestation with significant past medical history of Type 1 Diabetes presented to WH on 4/5/2022 due to intractable nausea and vomiting. Patient was admitted for continued monitoring. Daily NSTs ordered all noted as reactive per OB. pH venous 7.41 upon presentation with anion gap 6-8 throughout admission. On 4/6 NST revealed FH baseline of 155 with accels to 175 contracting 2-4 min indicating a FHR (Fetal Heart rate) Monitoring CAT 1 strip. Patient's symptoms improved and was stable for discharge on 4/7/2022 on Insulin Humalog and Tresiba.</p> <p>Patient re-presented to WH ED on 4/8/2022 ~ 24 hours s/p discharge (17:38) with c/o SOB, acid reflux, LE edema. Upon arrival patient's glucose POC 260, pH 7.14, base excess -23.6, anion gap >11. Patient given 5 units insulin in ED. ICU was consulted and accepted admission for management of DKA. OB was consulted at 1:54 on 4/9/2022. Maternal Fetal Medicine also consulted through OB. Min – moderate variability documented per fetal monitoring, contractions every 3-4 minutes. Plan to wait for DKA to resolve with the expectation return of fetal heart rate variability upon resolution of maternal acidosis.</p> <p>4/9/2022 8:38 pH 7.24. ICU requesting OB consult and transfer of patient to Yale MFM. Patient complaining of all over pain, requesting to be position on all fours. Biophysical profile completed by OB 8/10 (+ breathing/ movement/ tone/ fluid) -2 for NST. FHR monitoring conducted. FHR noted to be improved with irregular contractions, decelerations noted with rebound. Bicarb was started at 9:59 and calcium IV given at 10:42. Tracing again discussed with MFM. Patient transferred Yale @ 12:31 on 4/9/2022. Upon arrival, fetal demise was identified.</p>	fetal death
7/11/2022	█	Waterbury	<p>Patient is a gravida 1 para 0 7 months pregnant presented to the ED for abdominal pain with associated nausea and vomiting that had been present for 2 days prior to presentation. Emergency Department Triage RN consulted Family Birthing to determine disposition. Based on triage eval, and communication with Family Birthing staff decision was made for patient to be cleared via Main ED first then transferred to FBC for fetal monitoring if indicated. Patient LWBS from ED Waiting Room 2 hours after presenting to ED. Patient presented to Family Birthing Center next day after being seen in OB office. Fetal demise was identified.</p>	fetal death
9/11/2022	█	ECHN	<p>█ yo female presented to WH ED on 9/11/2022 with c/o diarrhea, HA, fever 102 since day prior, 16 weeks pregnancy with pelvic pain. Patient was triaged at 13:16 and placed in ED Waiting Room. Patient is seen on Security Video presenting to Triage again at 13:59 and 15:21. Both times she returned to the ED Waiting Room. No documentation of either encounter in patient record. At 15:33 ED MD placed order for U/S OB limited - Stat due to 16 week abdominal pain. Patient was brought to U/S at 15:42 and returned to ED waiting room at 15:52. At this time patient went directly into ED WR restroom. FOB entered restroom shortly after, then exited to notify Triage that patient had delivered fetus. ER responded at 15:54 and FBC responded at 15:59. Patient was evaluated and transferred to FBC where placenta was delivered. Patient was discharged to home from FBC the following day.</p>	fetal death
8/2/2022	█	ECHN	<p>█ y/o G1P0, 41 1/7 wk GA mother with history of obesity, asthma and iron def. anemia admitted with SROM with brown fluid. Vaginal delivery with McRobert's and suprapubic pressure for a 73 second shoulder dystocia and meconium stained fluid. Baby boy Ausberger was limp, pale with no resp. effort at birth, apgars 3/8/9. He was transferred to NICU and CXR showed bilateral airspace opacities with meconium aspiration and small R pneumothorax. Care was provided including sepsis protocol and on 8/3 am seizure activity observed. Treated with phenobarb and transferred to tertiary with diagnosis RDS, meconium aspiration, sepsis observation, hypoglycemia, small R pneumothorax, metabolic acidosis and seizures. Placental pathology showed acute chorioamnionitis and acute funisitis consistent with fetal vasculopathy. Imaging showed occipital fracture with swelling, no bleeding and still with seizure activity. Baby discharged over the weekend on anticonvulsant with no clear etiology for seizures.</p>	Neurologic injury

<u>Date of care</u>	<u>Patient</u>	<u>Facility</u>	<u>Summary of key care events</u>	<u>Injury description</u>
5/24/2022	█	ECHN	█ y/o G2P1, 30 6/7 wk gestational age mother with history of smoking tobacco/marijuana, obesity, and previous history of abruption at 36 wk presented to the ED with vaginal bleeding. US revealed a viable infant HR 120-140 range. Mom had another episode of vaginal bleeding with a deceleration and decision was made to proceed with stat C-section. Emergent C-section was performed and revealed massive abruption with 2500 cc EBL. Mother was transfused in the OR. Baby girl █ was limp, pale and apneic at birth with Apgar's 2/4/6. She was transferred to NICU and received care there until she was transferred on 5/30/22 to a tertiary r/t fresh blood per rectum to r/o necrotizing enterocolitis. 6/10/22 follow up: our Neonatologist reported that the baby did not have necrotizing enterocolitis and has progressed to feeding, however was diagnosed with grade 2 Intraventricular Hemorrhage, a condition most often seen in premature infants, and does have a potential for deficits as a result.	Neurologic injury
2/21/2023	█	ECHN - MMH	█ y/o G1P0 40 1/7 wk GA with hx anemia, sinus tachycardia, GERD, and alpha thalassemia carrier deferring genetic counseling due to lack of insurance admitted on 2/20 with contractions to R/O labor. During labor, medication augmentation, AROM of clear fluid, and Cat 1-2 FHM with variable/periodic/ intermittent decels that quickly returned to baseline with position change. 2/21 Audible decel at 1400, at 1402 head delivered and at 1403 had SVD baby girl limp, blue and apneic, complicated by 30 second shoulder dystocia and tight nuchal cord x1. Terminal meconium after delivery. Apgars 2/6/9. Required respiratory interventions including PPV and CPAP after delivery transitioning to RA. 22 hours old transferred to NICU for ? seizure activity. Transferred to UConn after further ? seizure activity and desaturation for EEG, MRI/CT scan and neurology consult. Update 2/28: On RA, feeding well, neuro studies all ok, still having seizure activity and on meds, going home tomorrow (3/1).	neurologic injury
3/17/2023	█	ECHN - MMH	█ y/o G3P2, 37 wk GA mother with AMA, obesity (BMI 40), history GDM on insulin, LGA, polyhydramnios, and cholestasis admitted for IOL r/t cholestasis on 3/16 pm. On 3/17 Pitocin started @ 1030 with Cat 1 FHR noted and SROM clear fluid @ 1915. At 2024 SVD of baby boy with gentle traction and McRobert's for shoulder dystocia, Apgars 8/9. At 40 minutes of age grunting, retractions and downward trending O2 sat. Placed on CPAP, IV started, transferred to NICU with sepsis protocol started. CXR showed mild coarse markings bilaterally ?TTN. On 3/18 CPAP continued for intercostal/subcostal retractions and tachypnea. Repeat CXR showed small R pneumothorax/ mild coarse markings. At 2100 intubated for surfactant administration. 3/19 CXR slight increase of small R pneumothorax, lungs less hazy but still coarse markings. Decision made to transfer to CCMC for possible nitric oxide, potential need for increased respiratory support, and cardiology eval. with Dx. RDS, TTN, pneumothorax and PPHN. Update 4/4: Per neonatologist diagnosed with a pneumothorax, remained intubated on vent and treated with additional surfactant. Was extubated, did well.	neurologic injury
1/9/2023	█	Waterbury	Baby had been found dusky at ~48 hrs after birth. BS <10. Respiratory distress, seizures. Transferred to Yale. Met with Dr. Redmon and Leanna Shaw. Dr. Redmond continued to follow the baby at Yale. Indicated that he had transient congenital hyperinsulinism disorder. Multiple does of D10, D 12.5 and D20 give, along with oral glucose. BS better at time of transfer: 51. Dr. Redmond indicated that he was neurologically intact but MRI showed some findings. Potential longer term impact may not be visible until child begins school. Both parents are teachers and Dr. Redmond felt that would be very aware of developmental delays if they should become present.	neurologic injury

Schedule 7.7(b)

Absence of Orders

1. In connection with the June 1, 2021 change of control of Prospect Medical (involving the purchase of shares held by affiliated investment funds of Leonard Green & Partners, L.P. and certain management minority shareholders), the State of Rhode Island Office of Attorney General (the “**RIAG**”) issued a Decision, dated June 1, 2021, that approved the indirect change of control of Prospect Medical’s Rhode Island hospital subsidiaries (the “**RI Hospitals**”) but provided certain continuing obligations and conditions (the “**RIAG Conditions**”), including (1) an obligation to provide advance notification of certain changes to Prospect Medical’s agreements with Medical Properties Trust, Inc. and its affiliated companies (collectively, “**MPT**”) and (2) an obligation to not exceed 90 days outstanding for RI Hospitals’ accounts payable. By letter dated October 27, 2022, Prospect Medical provided notice to the RIAG that, effective August 23, 2022, Prospect Medical entered into a Master Restructuring Agreement with MPT Operating Partnership, L.P. and a related amendment to the Promissory Note (TRS Loan), dated August 23, 2022, in the principal amount of \$112,937,204 (the “**TRS Note**”) that provided that the maturity date of the TRS Note would be accelerated if Prospect Medical closes an investment transaction in its managed care business. Prospect Medical delivered an additional letter to the RIAG, dated April 28, 2023, that provided notice of additional changes to the MPT arrangements, including execution of a term sheet with MPT Picasso Investors TRS, LLC effective March 30, 2023. The term sheet contemplates the future conversion of obligations under the TRS Note and certain other obligations unrelated to Prospect Medical’s Rhode Island operations into equity interests in PHP Holdings, LLC (the parent company for Prospect Medical’s managed care business). On February 17, 2023, Prospect Medical provided the RIAG notice that certain of the accounts payable of the RI Hospitals exceed 90 days outstanding. Prospect Medical has committed to the RIAG to meet a payment schedule for such outstanding accounts receivable that will bring it back into compliance with the RIAG Conditions no later than June 30, 2023.

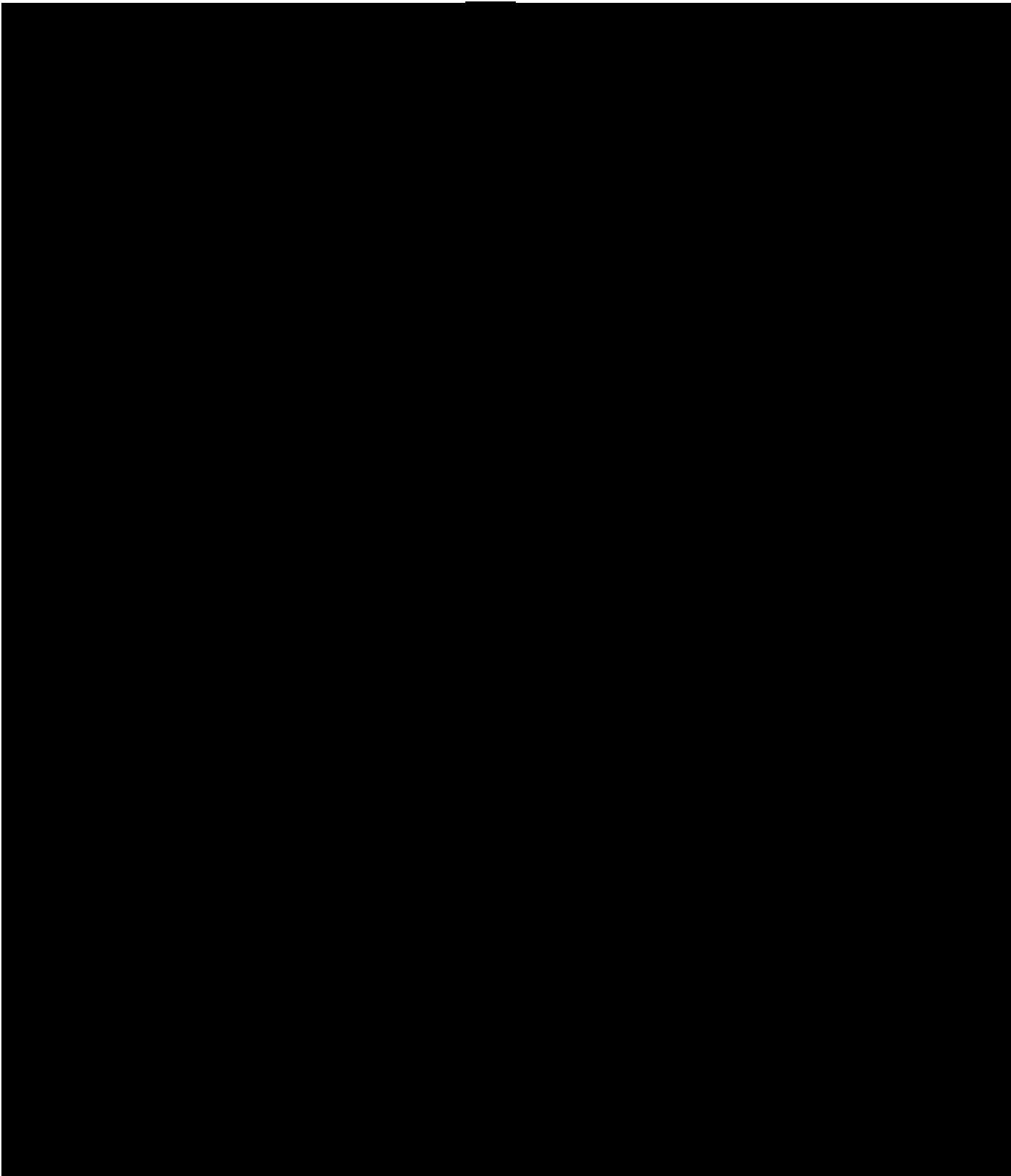
Schedule 7.7(c)

Orders

1. Schedule 7.7(b) of these Disclosure Schedules is incorporated herein by reference.

Schedule 7.8(b)

Taxes

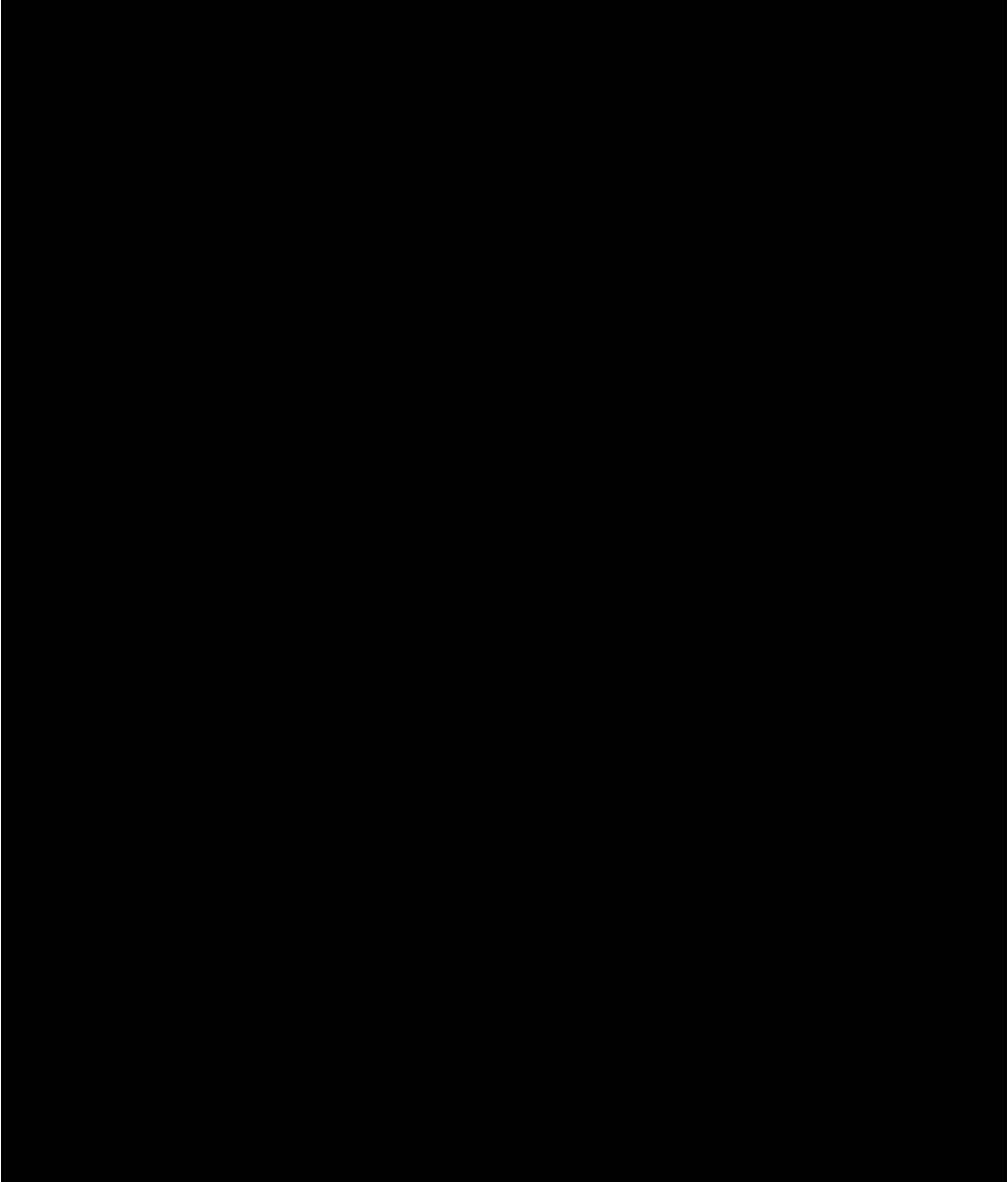


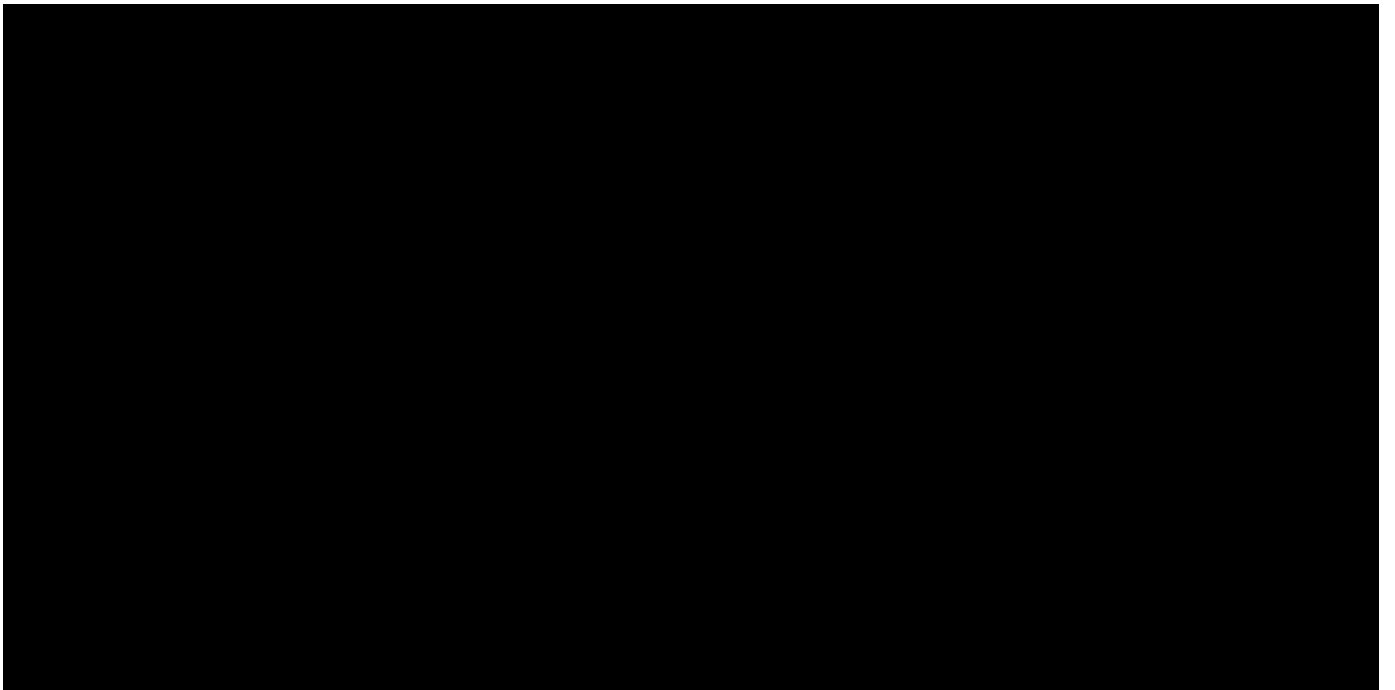
Schedule 7.8(g)

Tax Abatement Agreements

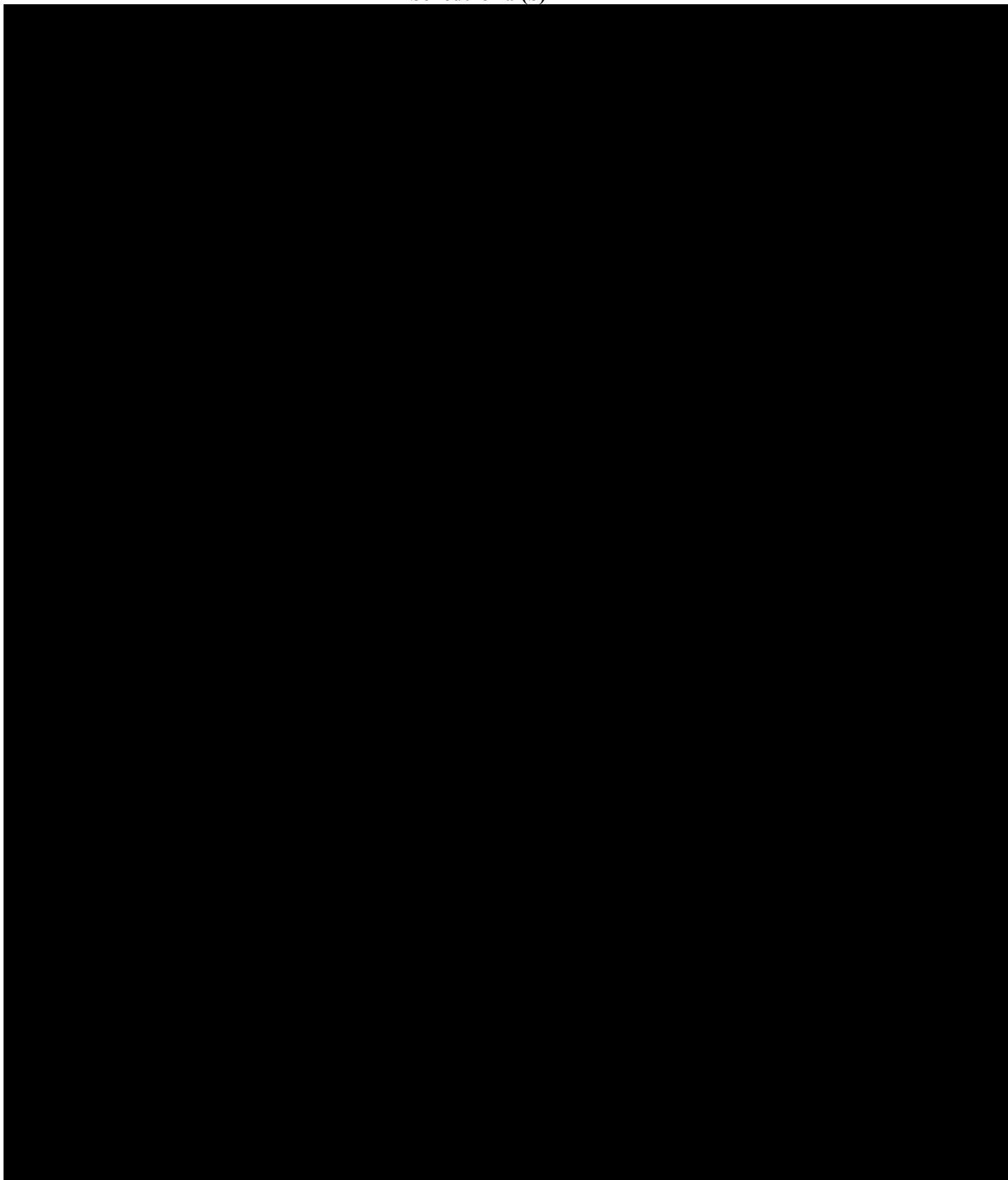
None.

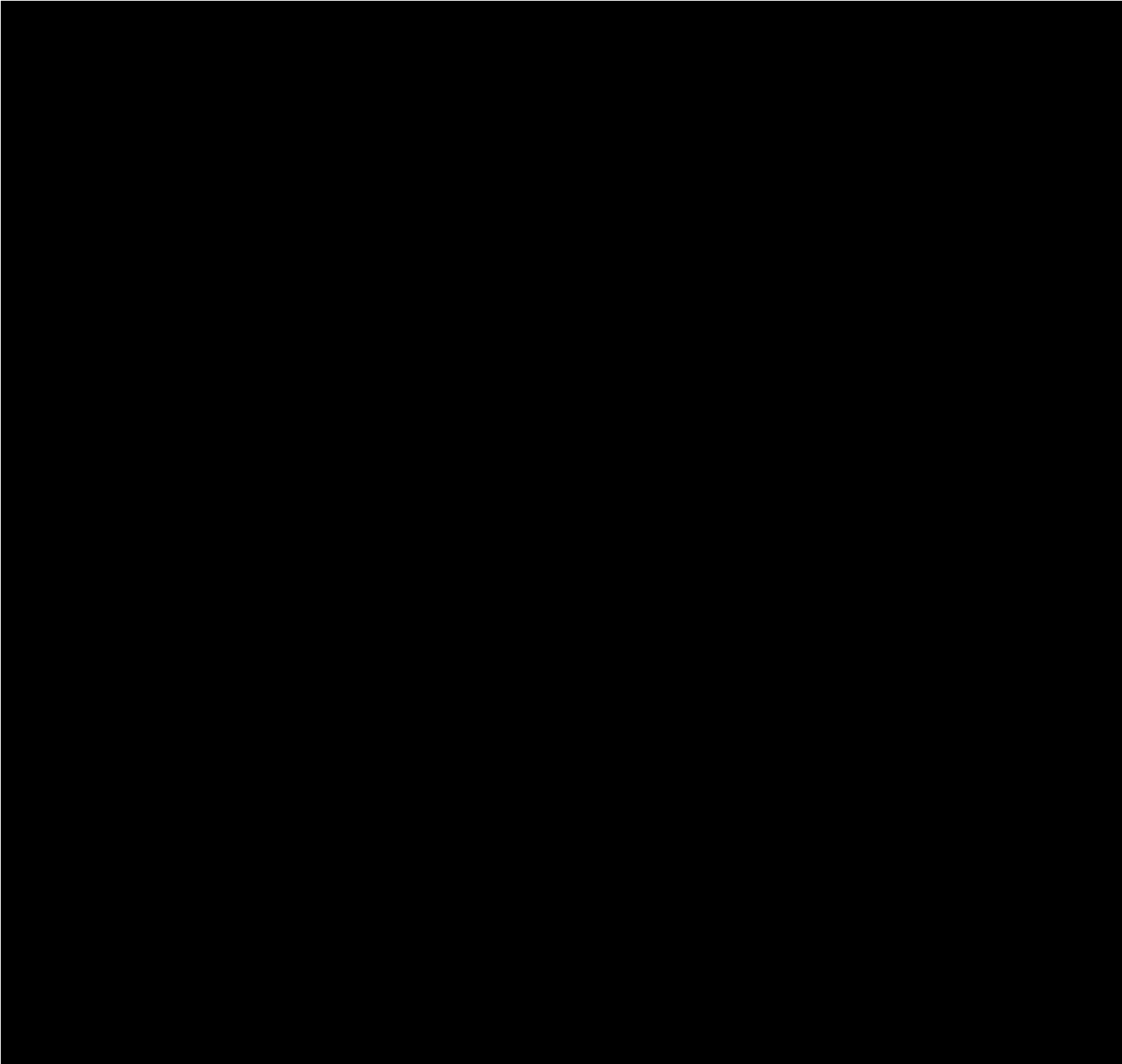
Schedule 7.9(a)





Schedule 7.9(b)





Schedule 7.9(c)

Compliance with Benefit Plans

The Benefit Plans have been administered in accordance with the applicable provisions of ERISA and the Code, and are in compliance with all other applicable laws and regulations respecting such Benefit Plans. The Prospect Parties are not aware that Prospect Medical, PHP Holdings, or any of their respective Subsidiaries: has any liability for (i) any lien imposed under Section 303(k) of ERISA or Section 430(k) of the Code, or (ii) for any interest payments required under Section 303(j) of ERISA or Section 430(j) of the Code.

Schedule 7.9(d)

Parachute Payment; Change of Control

None.

Schedule 7.9(e)

Reportable Event

1. The transaction contemplated under that certain Asset Purchase Agreement by and among Yale New Haven Health Service Corporation, Prospect Medical Holdings, Inc., and the Selling Entities (as defined therein), dated October 5, 2022, was reported to the Pension Benefit Guaranty Corporation with respect to the Eastern Connecticut Health Network, Inc. Pension Plan and the Waterbury Hospital Cash Balance Retirement Plan on PBGC Forms 10-Advance for the reportable event of liquidation/sale of assets.

Schedule 7.10(a)

Collective Bargaining Agreements

Segment	Facility	Employee Group	Union	CBA Expirations	Status (Active Negotiations now or in next 12 months)	Total EE's
CA	SCH Culver City	Registered Nurses	CNA	3/26/2026	Inactive	386
CA	SCH Culver City	Service Workers	SEIU-UHW	5/10/2024	Inactive	582
CA	SCH Hollywood	Registered Nurses	SEIU-121	12/31/2025	Inactive	74
CA	SCH Hollywood	Service Workers	SEIU-UHW	6/6/2026	Inactive	92
CA	SCH Van Nuys	Registered Nurses	SEIU -121	12/1/2025	Inactive	46
CA	SCH Van Nuys	Service Workers	SEIU-UHW	3/22/2026	Inactive	74
CCHP	Home Healthcare	Home Health	UNAP	11/25/2025	Inactive	56
CCHP	Our Lady of Fatima Hospital	Registered Nurses	UNAP	7/30/2024	Inactive	232
CCHP	Our Lady of Fatima Hospital	Service Workers	UNAP	11/25/2025	Inactive	377
CCHP	CCHP	Home Health RNs	UNAP	11/25/2025	Inactive	14
CCHP	Roger Williams	Maintenance Employees	Teamsters	8/18/2024	Inactive	16
CCHP	Roger Williams	Registered Nurses	UNAP	11/25/2025	Inactive	234
Crozer	CCMC	Paramedics	PASNAP	12/1/2023	Inactive	108
Crozer	CCMC	Pharmacists	PASNAP	12/1/2023	Inactive	18
Crozer	CCMC	Registered Nurses	PASNAP	12/1/2023	Inactive	437
Crozer	CCMC	Service Employees	LIUNA	1/1/2026	Inactive	445
Crozer	CCMC	Technical Employees	AFSCME	5/1/2025	Inactive	87
Crozer	CCMC	Therapsits, Social Workers, Dieticians	PASNAP	12/1/2023	Inactive	100

Crozer	DCMH	Dieticians, Therapists, Social Workers	PASNAP	7/25/2025	Inactive	29
Crozer	DCMH	Registered Nurses	PASNAP	12/1/2024	Inactive	111
Crozer	DCMH	Service Workers	AFSCME	7/1/2025	Inactive	106
Crozer	DCMH	Technical Employees	PASNAP	12/1/2024	Inactive	47
Crozer	Taylor Hospital	Dieticians, Therapists, Social Workers , Med Technologist, All Radiology modalities (mixed unit)	PASNAP	12/1/2024	Inactive	75
Crozer	Taylor Hospital	Registered Nurses	AFSCME	4/1/2026	Inactive	145
Crozer	Taylor Hospital	Service Employees	AFSCME	12/1/2027	Inactive	73
ECHN	Manchester	Registered Nurses	AFT	2/1/2025	Inactive	270
ECHN	Rockville	Registered Nurses	AFT	Void - Merged with MMH RNs	Inactive	23
ECHN	Manchester	Service Employees	AFT	5/1/2027	Inactive	301
ECHN	Rockville	Service Employees	AFT	5/12/2026	Inactive	70
ECHN	Rockville	Technical Employees	AFT	5/12/2026	Inactive	32
ECHN	Manchester	Technical Employees	AFT	3/17/2026	Inactive	124
Waterbury	Waterbury	Facilities Employees	SEIU	3/15/2025	Inactive	265
Waterbury	Waterbury	Registered Nurses	CHCA	11/25/2025	Inactive	300
Waterbury	Waterbury	Technical Employees	CHCA	11/25/2025	Inactive	130

Schedule 7.12(a)

Material Insurance Policies

COVERAGE	INSURED	LIMITS	DEDUCTIBLE / SIR	CARRIER	POLICY NO.	POLICY TERM
Corporate Directors & Officers Liability	Chamber Inc.	\$80,000,000 D&O Limit \$15,500,000 Anti-Trust Sublimit \$15,500,000 Healthcare Regulatory Limit	Insuring Clause A \$0 Insuring Clause B \$1,000,000 Insuring Clause C \$1,000,000 Medical Practitioners \$1,500,000 Class Action \$1,500,000 Anti-Trust \$1,500,000	Primary Carrier: RSUI Indemnity Company (A+ XIV)	NDP702865	12/1/22 - 12/1/23
Corporate Directors & Officers Liability	Chamber Inc.	\$3,000,000 D&O Limit \$3,000,000 Maximum Aggregate \$1,000,000 Anti-Trust Sublimit \$25,000 Crisis Management Sublimit	Insuring Clause A \$0 Insuring Clause B \$1,000,000 Insuring Clause C \$1,000,000 Medical Practitioners \$1,500,000 Class Action \$1,500,000 Anti-Trust \$1,500,000	RSUI Indemnity Company	NDP702865	12/1/22 - 12/1/23
Excess Directors & Officers Liability	Chamber Inc.	\$2,000,000 D&O excess of \$3,000,000	Underlying	Freedom Specialty Insurance Company	XMF2210469	12/1/22 - 12/1/23

COVERAGE	INSURED	LIMITS	DEDUCTIBLE / SIR	CARRIER	POLICY NO.	POLICY TERM
Excess Directors & Officers Liability	Chamber Inc.	\$5,000,000 excess of \$5,000,000 D&O	Underlying	Ascot Insurance Company	MLXS22100 00572-02	12/1/22 - 12/1/23
Excess Directors & Officers Liability	Chamber Inc.	\$5,000,000 excess of \$10,000,000 D&O	Underlying	Hudson Insurance Company	HN-0303-7551-120122	12/1/22 - 12/1/23
Excess Directors & Officers Liability	Chamber Inc.	\$5,000,000 excess of \$15,000,000 D&O	Underlying	Markel American Insurance Company	MKLM3MX M000450	12/1/22 - 12/1/23
Excess Directors & Officers Liability	Chamber Inc.	\$5,000,000 excess of \$20,000,000 D&O	Underlying	Allied World Specialty Insurance Company	0312-9083	12/1/22 - 12/1/23
Excess Directors & Officers Liability	Chamber Inc.	\$5,000,000 excess of \$25,000,000 D&O	Underlying	Wesco Insurance Company	EUW190988 4 01	12/1/22 - 12/1/23
Excess Directors & Officers Liability	Chamber Inc.	\$5,000,000 excess of \$30,000,000 D&O	Underlying	StarStone Specialty Insurance Company	DNO0001349 1P-01	12/1/22 - 12/1/23
Excess Directors & Officers Liability	Chamber Inc.	\$5,000,000 excess of \$35,000,000 D&O	Underlying	Obsidian Specialty Insurance Company	OII-075-DOX-1-2022-1	12/1/22 - 12/1/23

COVERAGE	INSURED	LIMITS	DEDUCTIBLE / SIR	CARRIER	POLICY NO.	POLICY TERM
Excess Directors & Officers Liability	Chamber Inc.	\$5,000,000 D&O excess of \$40,000,000	Underlying	Houston Specialty Insurance Company	HPRO-CX-HS-0000192-01	12/1/22 - 12/1/23
Excess Directors & Officers Liability	Chamber Inc.	\$5,000,000 D&O excess of \$45,000,000	Underlying	Samsung Fire & Marine Insurance Company, Ltd.	SGC 0686-01	12/1/22 - 12/1/23
Side-A DIC	Chamber Inc.	\$5,000,000 Side-A DIC excess of \$50,000,000	Underlying	Capitol Specialty Insurance Corporation	DO20211038-02	12/1/22 - 12/1/23
Excess Side-A DIC	Chamber Inc.	\$5,000,000 Side-A DIC excess of \$55,000,000	Underlying	Associated Industries Insurance Co, Inc	ANV156845 A	12/1/22 - 12/1/23
Excess Side-A DIC	Chamber Inc.	\$5,000,000 Side-A DIC excess of \$60,000,000	Underlying	General Security National Insurance Company	FA0109864-2022-1	12/1/22 - 12/1/23
Excess Side-A DIC	Chamber Inc.	\$5,000,000 Side-A DIC part of \$15,000,000 excess of \$65,000,000	Underlying	Gemini Insurance Company	BPRO807979 9	12/1/22 - 12/1/23
Excess Side-A DIC	Chamber Inc.	\$5,000,000 Side-A DIC part of \$15,000,000 excess of \$65,000,000	Underlying	XL Specialty Insurance Company	ELU187081-22	12/1/22 - 12/1/23
Excess Side-A DIC	Chamber Inc.	\$5,000,000 Side-A DIC part of \$15,000,000 excess of \$65,000,000	Underlying	Argonaut Insurance Company	MLX426270 1-1	12/1/22 - 12/1/23

COVERAGE	INSURED	LIMITS	DEDUCTIBLE / SIR	CARRIER	POLICY NO.	POLICY TERM
EPL	Chamber Inc	\$20,000,000 Limit	Each Claim \$500,000 Physician & Medical Director \$1,000,000 Each Class Action \$1,250,000	Primary Carrier: Scottsdale Insurance Company (Nationwide) (A+ XV)	PHS2208766	10/1/22- 10/1/23
Employment Practices Liability	Chamber Inc.	\$5,000,000 EPL Limit \$5,000,000 Third Party Liability Limit \$5,000,000 Maximum Aggregate	Each Claim \$500,000 Physician & Medical Director \$1,000,000 Each Class Action \$1,250,000	Scottsdale Insurance Company (Nationwide) (A+ XV)	PHS2208766	10/1/22- 10/1/23
Excess Employment Practices Liability	Chamber Inc.	\$5,000,000 EPL excess of \$5,000,000	Underlying	Berkshire Hathaway Specialty Insurance Company (A++ XV)	47-EMC-324523-01	10/1/22- 10/1/23
Excess Employment Practices Liability	Chamber Inc.	\$5,000,000 EPL excess of \$10,000,000	Underlying	Endurance Risk Solutions Assurance Co. Sompo (A+ XV)	MPX30011650601	10/1/22- 10/1/23
Excess Employment Practices Liability	Chamber Inc.	\$5,000,000 EPL excess of \$15,000,000	Underlying	Ironshore Indemnity Inc. (A XIV)	EPL7LAB3L2H003	10/1/22- 10/1/23

COVERAGE	INSURED	LIMITS	DEDUCTIBLE / SIR	CARRIER	POLICY NO.	POLICY TERM
Fiduciary	Chamber Inc.	\$50,000,000 Limit	Each Claim \$50,000 Each Class Action \$250,000 Excessive Fee Claim \$1,000,000	Primary Carrier: Hudson Insurance Company (A XV)	SFD3121161 7-02	10/1/22-10/1/23
Crime	Chamber Inc.	\$15,000,000 Limit	Crime SIR: \$15K	Primary Carrier: National Union Fire Insurance Company of Pittsburgh, PA (AIG) (A XV)	01-590-74-54	10/1/22-10/1/23
Corporate Counsel Professional Liability	Chamber Inc.	\$2,000,000 Limit \$2,000,000 Aggregate	\$15,000	National Union Fire Ins. Co. (A XV)	01-582-65-18	10/1/22-10/1/24
Excess Workers' Compensation	Prospect CA, Waterbury, ECHN	Workers' Compensation: Statutory Employers Liability: \$1,000,000 Each Occurrence \$1,000,000 Policy Limit	\$500,000 SIR	Safety National Casualty Corporation	SP 4065719	10/1/22-10/1/23
Worker's Compensation	Prospect (Corporate), Crozer and CO,NJ,NY, PA,RI,TX, WI,	Workers' Compensation: Statutory Employers Liability: \$1,000,000 Each Occurrence \$1,000,000 Policy Limit	\$500,000 Deductible	Safety National Casualty Corporation	LDS4059385	10/1/22-10/1/23
Worker's Compensation	Prospect (WI only)	Workers' Compensation: Statutory Employers Liability: \$1,000,000 Each Occurrence \$1,000,000 Policy Limit	\$500,000 Deductible	Safety National Casualty Corporation	PS 4064673	10/1/22-10/1/23

COVERAGE	INSURED	LIMITS	DEDUCTIBLE / SIR	CARRIER	POLICY NO.	POLICY TERM
Worker's Compensation	Prospect CharterCare, LLC and subsidiaries	Workers' Compensation: Statutory Employers Liability: \$1,000,000 Each Occurrence \$1,000,000 Policy Limit	\$0	Beacon Mutual Insurance Co.	0000079914	10/1/22-10/1/23
Commercial Automobile	Prospect Medical Holdings, Inc.	\$1,000,000 Combined Single Limit \$1,000,000 Uninsured Motorist \$Included Hired & Non-Owned \$500,000 Garage Keeper Liability \$5,000 Medical Payments	Comp & Coll: \$5,000 Liability:\$100,000 Garage Keeper:\$5,000	Safety National Casualty Corporation	CA 6675792	10/1/22-10/1/23
Excess Program	Prospect Medical Holdings, Inc.	\$80,000,000 PL Each Medical Incident \$80,000,000 PL Aggregate Limit \$80,000,000 Umbrella Each Occurrence \$80,000,000 Umbrella Aggregate	\$7.5M PMH Primary PL/GL SIR \$12.5M Prospect Crozer PL/GL SIR & Underlying: Auto Liability Employers Liability Heliport Liability Non-Owned Aircraft Heliport Liability Foreign Liability	Primary Carrier:Insurer: Connecticut Healthcare Insurance Company (CHIC)	Insurer: CHIC-2022-UMB-001	10/1/22-10/1/23
PGL	Prospect Crozer, LLC	Physician Professional Liability \$500,000 Each Medical Incident \$1,500,000 Aggregate	\$0	Prospect Medical Holdings, RRG	PRRG-22-10	10/1/22-10/1/23

COVERAGE	INSURED	LIMITS	DEDUCTIBLE / SIR	CARRIER	POLICY NO.	POLICY TERM
Professional and General Liability	Prospect CCMC, LLC	Institutional Professional Liability \$500,000 Each Medical Incident \$2,500,000 Aggregate Physician Professional Liability \$500,000 Each Medical Incident \$1,500,000 Aggregate Non-Healthcare Provider Professional Liability \$1,000,000 Each Medical Incident \$3,000,000 Aggregate Commercial General Liability \$1,000,000 Each Occurrence \$2,000,000 General Aggregate \$2,000,000 Products/Completed Operations Aggregate \$1,000,000 Personal and Advertising Injury Limit \$1,000,000 Fire Damage Limit \$5,000 Medical Payments	\$0	Prospect Medical Holdings, RRG	PRRG-22-20	10/1/22-10/1/23

COVERAGE	INSURED	LIMITS	DEDUCTIBLE / SIR	CARRIER	POLICY NO.	POLICY TERM
Professional and General Liability	Prospect DCMC, LLC	<p>Institutional Professional Liability \$500,000 Each Medical Incident \$2,500,000 Aggregate</p> <p>Physician Professional Liability \$500,000 Each Medical Incident \$1,500,000 Aggregate</p> <p>Non-Healthcare Provider Professional Liability \$1,000,000 Each Medical Incident \$3,000,000 Aggregate</p> <p>Commercial General Liability \$1,000,000 Each Occurrence \$2,000,000 General Aggregate \$2,000,000 Products/Completed Operations Aggregate \$1,000,000 Personal and Advertising Injury Limit \$1,000,000 Fire Damage Limit \$5,000 Medical Payments</p>	\$0	Prospect Medical Holdings, RRG	PRRG-22-30	10/1/22-10/1/23
Property	All locations	<p>\$500,000,000 Loss Limit</p> <p>\$50,000,000 Sublimit Flood</p> <p>\$50,000,000 Sublimit Earthquake (CA locations excluded)</p>	<p>\$100,000 except \$1,000,000 Water or Liquid not caused by Flood</p> <p>High Hazard Flood: \$1,000,000</p> <p>Medium Flood: \$500,000</p> <p>Zone 3: 2% Physical Damage and Time Element for Named Storm.</p>	<p>Zurich American Ins. Co. - 55%</p> <p>AIG Specialty Ins. Co - 30%</p> <p>Sompo - 15%</p>	<p>ZMD712960 6-03</p> <p>020413520</p> <p>ARL3001165 6001</p>	10/1/22-10/1/23

COVERAGE	INSURED	LIMITS	DEDUCTIBLE / SIR	CARRIER	POLICY NO.	POLICY TERM
DIC - CA Earthquake	Prospect Medical Holdings, Inc.	\$10,000,000 per occurrence \$10,000,000 annual aggregate	5% of TIV per building (including TE), subject to minimum of \$50,000 per occurrence	Mt Hawley Insurance Company - 85% (A+ XI) Renaissance Re Syndicate (Lloyds) - 15% (A XV)	MCQ0201988	10/1/22-10/1/23
DIC - CA Earthquake	Prospect Medical Holdings, Inc.	Excess \$5,000,000 per occurrence Excess \$5,000,000 annual aggregate	5% of TIV per building (including TE), subject to minimum of \$50,000 per occurrence	Beazley Lloyds Syndicate 2623/623 Ryan Turner	W2CA47220301	10/1/22-10/1/23
Storage Tank	Prospect Medical Holdings, Inc.	\$1,000,000 Liability \$4,000,000 Aggregate Liability \$2,000,000 Defense Limit	\$5,000 per tank	Ace American Insurance Company (Chubb)	G2835776A004	10/1/22-10/1/23

COVERAGE	INSURED	LIMITS	DEDUCTIBLE / SIR	CARRIER	POLICY NO.	POLICY TERM
		\$6,000,000 Total policy aggregate limit				
Pollution	Prospect Medical Holdings, Inc.	\$10,000,000 liability per condition \$10,000,000 aggregate	\$25,000 5 day for business interruption	Illinois Union Insurance Company	PPI G2784019A 008	10/1/22-10/1/23
Managed Care Errors & Omissions	Prospect Medical Holdings, Inc. Prospect Medical Group, Inc. (See Insured Schedule for Additional Named Insureds)	\$5,000,000 Aggregate Limit for all Loss Resulting from Wrongful Acts Committed or Allegedly Committed on or after 10/1/1986 but before 10/1/2018 \$7,000,000 Aggregate Limit for all Loss Resulting from Wrongful Acts Committed or Allegedly Committed on or after 10/1/2018 \$7,000,000 Policy Aggregate Limit	\$250,000 SIR	Ironshore Specialty Insurance Company	HC7CACMN OX001	10/1/22-10/1/23
Security & Privacy (Technology E&O & Cyber Liability)	Chamber Inc. (Broad Form Named Insured)	\$35,000,000 Limit	\$1,000,000 SIR per claim 12 Hour Waiting Period on Business Interruption	Various	Various	10/1/22-10/1/23

COVERAGE	INSURED	LIMITS	DEDUCTIBLE / SIR	CARRIER	POLICY NO.	POLICY TERM
Security & Privacy (Technology E&O & Cyber Liability)	Chamber Inc. (Broad Form Named Insured)	\$10,000,000 - Privacy Liability \$10,000,000 - Privacy Regulatory Liability \$10,000,000 - PCI DSS Liability \$10,000,000 - System Security Liability \$10,000,000 - Multimedia Liability \$10,000,000 - Breach Event Cost Reimbursement \$10,000,000 - Cyber Extortion Reimbursement \$10,000,000 - Digital Asset Loss Reimbursement \$10,000,000 - Computer Hardware Replacement Costs \$10,000,000 - Business Interruption Loss Reimbursement \$1,000,000 - Reputational Harm Reimbursement \$5,000,000 - Technology Errors & Omissions Liability \$10,000,000- Policy Aggregate	\$1,000,000 SIR per claim 12 Hour Waiting Period on Business Interruption	Lloyd's of London (Brit) (A+ XV)	B0713MEDT E2101129	10/1/22-10/1/23
Excess Security & Privacy (Technology E&O & Cyber Liability)	Chamber Inc. (Broad Form Named Insured)	\$10,000,000 excess of \$10,000,000 except \$5,000,000 - Technology Errors & Omissions Liability \$1,000,000 excess of \$1,000,000 Reputational Harm BI	Underlying	Lloyd's of London (Arch) (A+ XV)	B0713MEDT E2203198	10/1/22-10/1/23
Excess Security & Privacy (Cyber Liability)	Chamber Inc. (Broad Form Named Insured)	\$10,000,000 excess of \$20,000,000 except \$1,000,000 excess of \$2,000,000 Reputational Harm BI	Underlying	Endurance American Specialty Insurance Company (A+ XV)	NVX3001169 2301	10/1/22-10/1/23

COVERAGE	INSURED	LIMITS	DEDUCTIBLE / SIR	CARRIER	POLICY NO.	POLICY TERM
Excess Security & Privacy (Cyber Liability)	Chamber Inc. (Broad Form Named Insured)	\$2,500,000 excess of \$30,000,000 except \$500,000 excess of \$3,000,000 Reputational Harm BI	Underlying	Crum & Forster Specialty Insurance Co. (A XIV)	CYB-105000	10/1/22-10/1/23
Excess Security & Privacy (Cyber Liability)	Chamber Inc. (Broad Form Named Insured)	\$2,500,000 excess of \$30,000,000 except \$500,000 excess of \$3,000,000 Reputational Harm BI	Underlying	Allied World Specialty Insurance Company (A XV)	0313-1110	10/1/22-10/1/23
Aviation	Prospect Medical Holdings, Inc.	Heliport Liability \$10,000,000 each Occurrence/Offense Non-Owned Aircraft Liability \$10,000,000 Non-Owned Occ. Limit	N/A	Ace Property and Casualty Insurance Company (Chubb)	AAP N14413157 003	10/1/22-10/1/25

COVERAGE	INSURED	LIMITS	DEDUCTIBLE / SIR	CARRIER	POLICY NO.	POLICY TERM
Foreign Package	Prospect Medical Holdings, Inc.	<p>General Liability \$1,000,000 Each Occurrence \$2,000,000 Aggregate</p> <p>Contingent Auto Liability \$1,000,000 Combined Single Limit</p> <p>Employers Liability Coverage \$1,000,000 Each Accident \$1,000,000 Policy Limit \$1,000,000 Each Employee</p> <p>Executive Assistance Services \$1,000,000 Policy Limit - Medical Assistance</p> <p>Accidental Death & Dismemberment \$250,000 AD&D (Principal Sum)</p> <p>Kidnap and Extortion \$250,000 Extortion/Ransom Monies \$250,000 In Transit Extortion/Ransom Monies Loss</p> <p>Employee Benefits: \$1,000,000 Per Claim \$1,000,000 Aggregate</p>	Employee Benefits: \$1,000 per Claim	ACE American Insurance Company	PHFD380416 30 006	10/1/22- 10/1/23
Kidnap and Ransom	Prospect Medical Holdings, Inc.	\$3,000,000 per Insured Event	\$0	U.S. Specialty Insurance Company	U722-85438	7/1/22- 7/1/25

COVERAGE	INSURED	LIMITS	DEDUCTIBLE / SIR	CARRIER	POLICY NO.	POLICY TERM
Educator E&O	Prospect Manchester Hospital, Inc.	\$1,000,000 - Each Claim \$1,000,000 - Policy Aggregate	\$10,000	Indian Harbor Insurance Company	ELL0951232-04	10/1/22-10/1/23
Student Accident Coverage	Prospect ECHN, Inc.	Medical Expense Benefit: \$25,000 Principal Sum: \$15,000 Accidental Death \$50,000 Accidental Dismemberment, Loss of Sight, Speech, Hearing or Paralysis Base Plan Aggregate Limit of Liability: \$500,000 per accident, AD&D only	\$0	Philadelphia Indemnity Insurance Company	PHPA114361	10/1/22-10/1/23
Student Accident Coverage	Prospect Crozer, LLC	Principal Sum: \$25,000 Maximum Benefit Amount: \$250,000 per Covered Injury Aggregate: \$500,000	\$0	Axis Insurance Company	SRPO-20423-3054	10/1/22-10/1/23
Group Travel Accident	Prospect ECHN, Inc	Principal Sum: \$100,000 Policy Aggregate: \$400,000	\$0	Hartford Life and Accident Insurance Company	ETB-108498	10/1/21-10/1/24
University Technology Park Vacant Land	University Technology Park Vacant Land	Each Occurrence - \$1,000,000 Agg - \$2,000,000 Damage to Premises Rented to you - \$100,000 Medical Expense - \$5,000	\$0	United States Liability Insurance Company	GL 1173060	10/25/2022-10/25/2023
University Technology Park D&O	University Technology Park D&O	\$1,000,000 aggregate for all Loss (other than Costs, Charges and Expenses) \$1,000,000 additional aggregate for all Loss under Insuring Clause A1,	\$0 each Claim under Insuring Clause 1 \$5,000 each Claim under Insuring Clause 2	ACE Fire Underwriters Insurance Company (Chubb)	NFPPAF1133 29972	7/1/21-7/1/22

COVERAGE	INSURED	LIMITS	DEDUCTIBLE / SIR	CARRIER	POLICY NO.	POLICY TERM
		subject to 1c immediately below, \$2,000,000 maximum aggregate for this Coverage Section	\$5,000 each Claim under Insuring Clause 3			

Schedule 7.12(b)

Material Claims

1. Schedule 7.7(a) of these Disclosure Schedules is incorporated herein by reference.

Schedule 7.12(c)

Material Claims under Insurance Policies

<u>Plaintiff</u>	<u>Entity</u>	<u>Entity State*</u>	<u>Venue and Case No.</u>	<u>Case Description</u>	<u>Status</u>
USC Keck (USC)	Prospect Health Plan (PHP)		AAA, Ref No. 1220073418	Reimbursement Dispute USC served Demand for Arbitration on June 10, 2022, with AAA. Case alleges that respondents (PHP and Blue Shield of California) failed to properly reimburse the hospital for a six month inpatient hospital stay.	Calendar: The parties are in the process of selecting an arbitrator.
Martinetti, Paul	Southern California Healthcare System - Southern California Hospital at Culver City	CA	05.13.2020 CIVIL Claim; Arbitration by joint stipulation before Hon. ARBITRATION on January 24-27, 2022.	Complaint asserting claims of disability discrimination, failure to accommodate, failure to engage in interactive process, retaliation, failure to prevent discrimination and wrongful termination.	06.10.2022 Final Arbitration Award ordering payment of \$3,451,291.88 in damages and legal fees: \$587,247.00 Economic damages (lost wages and health benefits from November 7, 2019 to January 31, 2027); \$2,000,000.00 Emotional Damages; \$768,439.10 Legal Fees; \$77,233.78 Costs; \$18,300 Prejudgment Interest, and Interest (10% from the date of the award to payment. On June 14, 2022 obtained instructions to file motion to vacate the arbitration award.

Schedule 7.12(d)

Self-Insurance Programs

COVERAGE	INSURED	LIMITS	DEDUCTIBLE / SIR	POLICY NO.	POLICY TERM
Qualified Self Insurer - Workers Compensation – California and Connecticut \$500,000 Each Accident	Prospect CA, Waterbury, ECHN	Workers' Compensation: Statutory Employers Liability: \$1,000,000 Each Occurrence \$1,000,000 Policy Limit	\$500,000 SIR	SP 4065719	10/1/22-10/1/23
Excess Program	Prospect Medical Holdings, Inc.	\$80,000,000 PL Each Medical Incident \$80,000,000 PL Aggregate Limit \$80,000,000 Umbrella Each Occurrence \$80,000,000 Umbrella Aggregate	\$7.5M PMH Primary PL/GL SIR \$12.5M Prospect Crozer PL/GL SIR & Auto Liability Employers Liability Heliport Liability Non-Owned Aircraft Heliport Liability Foreign Liability	Insurer: CHIC-2022-UMB-001	10/1/22-10/1/23
PGL	Prospect Crozer, LLC	Physician Professional Liability \$500,000 Each Medical Incident \$1,500,000 Aggregate	\$0	PRRG-22-10	10/1/22-10/1/23

COVERAGE	INSURED	LIMITS	DEDUCTIBLE / SIR	POLICY NO.	POLICY TERM
Professional and General Liability	Prospect CCMC, LLC	Institutional Professional Liability \$500,000 Each Medical Incident \$2,500,000 Aggregate Physician Professional Liability \$500,000 Each Medical Incident \$1,500,000 Aggregate Non-Healthcare Provider Professional Liability \$1,000,000 Each Medical Incident \$3,000,000 Aggregate Commercial General Liability \$1,000,000 Each Occurrence \$2,000,000 General Aggregate \$2,000,000 Products/Completed Operations Aggregate \$1,000,000 Personal and Advertising Injury Limit \$1,000,000 Fire Damage Limit \$5,000 Medical Payments	\$0	PRRG-22-20	10/1/22-10/1/23

COVERAGE	INSURED	LIMITS	DEDUCTIBLE / SIR	POLICY NO.	POLICY TERM
Professional and General Liability	Prospect DCMC, LLC	Institutional Professional Liability \$500,000 Each Medical Incident \$2,500,000 Aggregate Physician Professional Liability \$500,000 Each Medical Incident \$1,500,000 Aggregate Non-Healthcare Provider Professional Liability \$1,000,000 Each Medical Incident \$3,000,000 Aggregate Commercial General Liability \$1,000,000 Each Occurrence \$2,000,000 General Aggregate \$2,000,000 Products/Completed Operations Aggregate \$1,000,000 Personal and Advertising Injury Limit \$1,000,000 Fire Damage Limit \$5,000 Medical Payments	\$0	PRRG-22-30	10/1/22-10/1/23

Schedule 7.13(a)

Healthcare Licenses

East Coast		
License Name	License Number	Entity
CCMC Underground Storage Tanks	23-09550	Prospect CCMC, LLC
Hospital Accreditation	6050	Prospect CCMC, LLC
Hospital Accreditation	6039	Prospect CCMC, LLC
Crozer Chester Medical Center Mental Health Outpatient Clinics	910180	Prospect CCMC, LLC
CCMC CLIA Accreditation	39D0657679	Prospect CCMC, LLC
Clinical Lab Permit	000201A	Prospect CCMC, LLC
Taylor CLIA Accreditation	39D0012998	Prospect CCMC, LLC
Clinical Lab Permit	00207A	Prospect CCMC, LLC
Crozer Chester Medical Center DEA Institutional License	FC6062842	Prospect CCMC, LLC
Crozer Chester Medical Center, North Campus Pharmacy DEA License	HP418383L	Prospect CCMC, LLC
Taylor Hospital DEA Institutional License	FT6060216	Prospect CCMC, LLC
Certificate of Registration X Ray Equipment	1213783	Prospect CCMC, LLC
CCMC - Commission on Cancer Accreditation (ACS)	6230400	Prospect CCMC, LLC
CCMC- Registration of Radiation Producing Machines DEP	10-44148	Prospect CCMC, LLC
Springfield Hospital - Registration of Radiation Producing Machines ' DEP	10-44151	Prospect CCMC, LLC
Taylor Hospital- Registration of Radiation Producing Machines	10-44150	Prospect CCMC, LLC
Crozer Chester Medical Center Inpatient Psychiatric Unit	910170	Prospect CCMC, LLC
Crozer Chester Medical Center Pharmacy DEA License	HP418048L	Prospect CCMC, LLC
Taylor Hospital Ultrasound services- Obstetrical (1st trimester only), Gynecological, General	UAP#04427	Prospect CCMC, LLC
Crozer Chester Medical Center Social Steps (Psych Rehab)	142760	Prospect CCMC, LLC
Taylor Hospital Home 39D0887654Health	753705	Prospect CCMC, LLC
Taylor Hospital Hospice	156799	Prospect CCMC, LLC

Crozer Chester Medical Center North Campus DEA Institutional License	FC6245991	Prospect CCMC, LLC
CCMC Medical Accelerator License	AC10-02548	Prospect CCMC, LLC
CCMC CLIA Cert. of Waiver	39D0887654	Prospect CCMC, LLC
Clinical Lab Permit	000201F	Prospect CCMC, LLC
CCMC Institutional Osteopathic Accreditation (AOA)	119889	Prospect CCMC, LLC
Crozer Chester Medical Center/Taylor/Springfield Hospital License	037201	Prospect CCMC, LLC
CCMC Elevators	N/A	Prospect CCMC, LLC
CCMC Heliport: DOT, Bureau of Aviation	1129	Prospect CCMC, LLC
Crozer Chester Medical Center Radioactive Materials License	PA-1563	Prospect CCMC, LLC
Radioactive Materials License	1563SNM	Prospect CCMC, LLC
AABB Accreditation - Transfusion Activities: Crozer-Chester	N/A	Prospect CCMC, LLC
AABB Accreditation - Transfusion Activities: Taylor	N/A	Prospect CCMC, LLC
Brinton Lake ASC	18841501	Prospect CCMC, LLC
Haverford ASC	10271500	Prospect CCMC, LLC
Hazardous Waste Contractor- Stericycle, Inc.	PA-HC0196	Prospect CCMC, LLC
Hazardous Waste Transporter License	PA-AH0317	Prospect CCMC, LLC
Mammographic Imaging Services - ACR	GE Elec. SENOGRAPHE ESSENTIAL 2007, MAP# 01492-05	Prospect CCMC, LLC
Springfield HealthPlex Annual Fire Prevention License	N/A	Prospect CCMC, LLC
Broomall, CKHS ' Registration of Radiation Producing Machines ' DEP	20-49658	Prospect CCMC, LLC
Cyberknife Center of Philadelphia Medical Accelerator License	AC10 44149	Prospect CCMC, LLC
Media Medical Imaging-Registration of Radiation Producing Machines	20-49660	Prospect CCMC, LLC
Burn Center's American Burn Association	N/A	Prospect CCMC, LLC
Brinton Lake Ultrasound Services: Obstetrical (1st and 2nd trimesters only, Gynecological, General, Vascular ACR	UAP# 04466	Prospect CCMC, LLC

CKHS Crozer EMS	03265	Prospect CCMC, LLC
Brinton Lake GI	23631501	Prospect CCMC, LLC
Springfield Hospital Ultrasound services: Obstetrical (1st trimester only), Gynecological, General, Vascular	UAP# 00068	Prospect CCMC, LLC
Springfield CLIA	39D1016695	Prospect CCMC, LLC
Clinical Lab Permit	000209D	Prospect CCMC, LLC
Brinton Lake CLIA	39D2110307	Prospect CCMC, LLC
Clinical Lab Permit	034811	Prospect CCMC, LLC
Taylor CLIA	39D0950244	Prospect CCMC, LLC
Clinical Lab Permit	000207D	Prospect CCMC, LLC
Broomall UC CLIA	39D2108005	Prospect CCMC, LLC
Clinical Lab Permit	34757	Prospect CCMC, LLC
CCMC Adult Level II Trauma Center	Accreditation Act. No. 1985-45	Prospect CCMC, LLC
Brinton Lake Medical Accelerator License	AC20-49659	Prospect CCMC, LLC
Family Medicine Clinical Program	1204121477	Prospect CCMC, LLC
Commonwealth of Pennsylvania Department of Environmental Protection Air Quality Program State Only Operating Permit	23-00052	Prospect CCMC, LLC
Commonwealth of Pennsylvania Department of Environmental Protection Air Quality Program State Only Synthetic Minor Operating Permit	23-00052	Prospect CCMC, LLC
Commonwealth of Pennsylvania Department of Environmental Protection Air Quality Program State Only Operating Permit	23-00052	Prospect CCMC, LLC
US Department of Health and Human Services Opioid Treatment Program Certification	PA-50231-H	Prospect CCMC, LLC
US Department of Health and Human Services Opioid Treatment Program Certification	PA-10050-M	Prospect CCMC, LLC
Pennsylvania Department of Human Services Certificate of Compliance issued to Prospect CCMC / Crozer Chester Medical Center Community Campus to provide Psychiatric Outpatient Services	910300	Prospect CCMC, LLC

Pennsylvania Department of Human Services Certificate of Compliance issued to Prospect CCMC / Crozer Chester Medical Center Community Campus to provide Psychiatric Rehabilitation	144570	Prospect CCMC, LLC
Pennsylvania Department of Human Services Certificate of Compliance issued to Prospect CCMC / Crozer Chester Medical Center to provide Peer Support Services	910350	Prospect CCMC, LLC
Pennsylvania Department of Human Services Office of Mental Health and Substance Abuse Services Crisis Intervention Program License	910190	Prospect CCMC, LLC
Pennsylvania Trauma Systems Foundation Adult Level 2 Trauma Center Certificate issued to Crozer Chester Medical Center	N/A	Prospect CCMC, LLC
Pennsylvania Trauma Systems Foundation Adult Level 2 Trauma Center Certificate issued to Crozer Chester Medical Center	N/A	Prospect CCMC, LLC
Pennsylvania Department of Drug and Alcohol Programs Certificate of Approval issued to Prospect CCMC, LLC DBA Crozer-Chester Medical Center, First Steps Treatment Center	237097	Prospect CCMC, LLC
United States Department of Justice Drug Enforcement Administration Controlled Substance Registration Certificate	FC6246032	Prospect CCMC, LLC
Delaware County Memorial Hospital License	041801	Prospect DCMH, LLC
DCMH- DEP Air Quality Program State Only Operating Permit	23-00053	Prospect DCMH, LLC
Delaware County Memorial Hospital DEA Institutional License	FD6062880	Prospect DCMH, LLC
Delaware County Memorial Hospital Pharmacy DEA License	HP418051L	Prospect DCMH, LLC
DCMH Registration of Radiation Producing Machine	10-44149	Prospect DCMH, LLC
DCMH Elevators	N/A	Prospect DCMH, LLC
DCMH CLIA	39D0675225	Prospect DCMH, LLC
Clinical Lab Permit	000204A	Prospect DCMH, LLC
DCMH Commission on Cancer Accreditation (ACS)	6230610	Prospect DCMH, LLC

Delaware County Memorial Hospital Radioactive Materials License	PA-1565	Prospect DCMH, LLC
Manchester Health Department Full Service Food Service	4158	Prospect Manchester Hospital, Inc.
CT DEEP - Bureau of Air Management Radiation Division - Diagnostic & Therapeutic X-Ray Device - NRRON (142 Hazard Ave.)	5118 (Facility ID)	Prospect ECHN, Inc.
State of CT Dept of Construction Services - Boiler Operating Certificate - 081461	081461	Prospect ECHN, Inc.
State of CT Dept of Construction Services - Boiler Operating Certificate 081463	081463	Prospect ECHN, Inc.
State of CT Dept of Construction Services - Boiler Operating Certificate 089683	089683	Prospect ECHN, Inc.
State of CT Dept of Construction Services - Boiler Operating Certificate 089684	089684	Prospect ECHN, Inc.
State of CT Dept of Construction Services - Boiler Operating Certificate - 081462	081462	Prospect ECHN, Inc.
CT DEEP - Bureau of Air Management Radiation Division - Diagnostic & Therapeutic X-Ray Device - Tolland Imaging Center	2329390	Prospect ECHN, Inc.
American College of Radiology (ACR) - Radiation Oncology - NRRON	4824	Prospect ECHN, Inc.
CT Department of Public Health Outpatient Clinic (100 Haynes St)	0317	NRRON, LLC
Institutional Review Board (IRB) Registration	IORG 0003117	Prospect ECHN, Inc.
Federalwide Assurance (FWA) for the Protection of Human Subjects	FWA 00005836	Prospect ECHN, Inc.
CT DPH Approved Blood Collection Facility - 1707 Boston Tpke, Coventry DS-1155	DS-1155	Prospect ECHN, Inc.
CT DPH Approved Public Health Lab - MMH Cancer Center - CL- 0812	CL-0812	Prospect ECHN, Inc. Prospect Manchester Hospital, Inc.

CT DPH Approved Blood Collection Facility - 428 Htfd Tpke, Vernon DS-1154	DS-1154	Prospect ECHN, Inc. Prospect Manchester Hospital, Inc.
CT DPH Approved Public Health Lab - RGH - HP-0362	HP-0362	Prospect ECHN, Inc. Prospect Rockville Hospital, Inc.
Connecticut Department of Public Health Clinical Laboratory License	CLAB.0000940	Prospect Manchester Hospital, Inc.
CT Dept. of Consumer Protection - Controlled Substance Registration MMH	CSP 0001185-HOSP	Prospect Manchester Hospital, Inc.
CT Dept of Consumer Protection - Controlled Public Charity	CHR.0010468	Prospect Manchester Hospital, Inc.
Clinical Laboratory Improvement Amendments (CLIA) - Evergreen Patient Service Center	07D2134801	Prospect Manchester Hospital, Inc.
State of CT Dept of Administrative Services - Elevator Certificate of Operation 077-0194	077-0194	Prospect Manchester Hospital, Inc.
CT DPH Approved Blood Collection Facility 25 Oakland St South Windsor DS-1292	DS-1292	Prospect Manchester Hospital, Inc.
U.S. Food & Drug Administration (FDA) - Mammo - MMH	Facility ID: 121897	Prospect Manchester Hospital, Inc.
Clinical Laboratory Improvement Amendments (CLIA) - MMH Nursing	CLIA ID # 07D0873944	Prospect Manchester Hospital, Inc.
State of CT Dept of Administrative Services - Elevator Certificate of Operation 077-0189	077-0189	Prospect Manchester Hospital, Inc.
State of CT Dept of Construction Services - Elevator Certificate of Operation - #077-0045	077-0045	Prospect Manchester Hospital, Inc.
State of CT Dept of Construction Services - Elevator Certificate of Operation - #077-0109	077-0109	Prospect Manchester Hospital, Inc.
State of CT Dept of Construction Services - Elevator Certificate of Operation - #077-0118	077-0118	Prospect Manchester Hospital, Inc.
State of CT Dept of Construction Services - Elevator Certificate of Operation 077-0123	077-0123	Prospect Manchester Hospital, Inc.
State of CT Dept of Construction Services - Boiler Operating Certificate - 105776	105776	Prospect Manchester Hospital, Inc.

State of CT Dept of Construction Services - Boiler Operating Certificate - 105775	105775	Prospect Manchester Hospital, Inc.
State of CT Dept of Construction Services - Boiler Operating Certificate - 105777	105777	Prospect Manchester Hospital, Inc.
State of CT Dept of Construction Services - Boiler Operating Certificate - 105778	105778	Prospect Manchester Hospital, Inc.
Town of Manchester Health Dept - Food Service License for MMH	Fm 17-466	Prospect Manchester Hospital, Inc.
State of CT Dept of Administrative Services - Elevator Certificate of Operation 077-0108	077-0108	Prospect Manchester Hospital, Inc.
State of CT Dept of Administrative Services - Elevator Certificate of Operation 077-0129	077-0129	Prospect Manchester Hospital, Inc.
Clinical Laboratory Improvement Amendments (CLIA) - Coventry Patient Service Center Lab	CLIA ID # 07D2037531	Prospect Manchester Hospital, Inc.
Clinical Laboratory Improvement Amendments (CLIA) - MMH Cancer Center Lab	CLIA ID # 07D2010712	Prospect Manchester Hospital, Inc.
CT DPH Approved Public Health Lab - MMH - HP 0361	HP-0361	Prospect Manchester Hospital, Inc.
CT DPH General Blood Banking Operations - MMH - BB-1052	BB-1052	Prospect Manchester Hospital, Inc.
CT DEEP - Bureau of Air Management Radiation Division - Diagnostic & Therapeutic X-Ray Device - MMH 71 Haynes St.	Application 2327568 Facility No. 4015	Prospect Manchester Hospital, Inc.
Clinical Laboratory Improvement Amendments (CLIA) - Vernon Patient Service Lab	CLIA ID # 07D2039385	Prospect Manchester Hospital, Inc.
State of CT Dept of Administrative Services - Elevator Certificate of Operation 077-0201	077-0201	Prospect Manchester Hospital, Inc.
State of CT Dept of Administrative Services - Elevator Certificate of Operation 077-0202	077-0202	Prospect Manchester Hospital, Inc.
State of CT Dept of Construction Services - Elevator Certificate of Operation 077-0200	077-0200	Prospect Manchester Hospital, Inc.
State of CT Dept of Administrative Services - Elevator Certificate of Operation 077-0011	077-0011	Prospect Manchester Hospital, Inc.

State of CT Dept of Administrative Services - Elevator Certificate of Operation 077-0012	077-0012	Prospect Manchester Hospital, Inc.
State of CT Dept of Administrative Services - Elevator Certificate of Operation 077-0081	077-0081	Prospect Manchester Hospital, Inc.
State of CT Dept of Administrative Services - Elevator Certificate of Operation 077-0086	077-0086	Prospect Manchester Hospital, Inc.
State of CT Dept of Administrative Services - Elevator Certificate of Operation 077-0103	077-0103	Prospect Manchester Hospital, Inc.
State of CT Dept of Administrative Services - Elevator Certificate of Operation 077-0104	077-0104	Prospect Manchester Hospital, Inc.
State of CT Dept of Administrative Services - Elevator Certificate of Operation 077-0105	077-0105	Prospect Manchester Hospital, Inc.
State of CT Dept of Construction Services - Elevator Certificate of Operation 077-0231	077-0231	Prospect Manchester Hospital, Inc.
General Hospital License	73	Prospect Manchester Hospital, Inc.
Clinical Laboratory Improvement Amendments (CLIA) - MMH Main Campus	CLIA ID # 07D0092869	Prospect Manchester Hospital, Inc.
Drug Enforcement Administration - Controlled Substance MMH	FP6363953 & 1185	Prospect Manchester Hospital, Inc.
Drug Enforcement Administration - Controlled Substance RGH	FP6363953 & 1185	Prospect Rockville Hospital, Inc.
Clinical Laboratory Improvement Amendments (CLIA) - Corpcare Occupational Health	CLIA ID # 07D0917545	Prospect Manchester Hospital, Inc.
Clinical Laboratory Improvement Amendments (CLIA) - Hartford Campus Lab	CLIA ID # 07D0644553	Prospect Manchester Hospital, Inc.
Federal Communications Commission - Radio Call Sign KNEK 381 MMH	KNEK 381	Prospect Manchester Hospital, Inc.
Federal Communications Commission- Radio Call Sign WNZF 398 MMH	WNZF 398	Prospect Manchester Hospital, Inc.
State of CT DPH - General Hospital MMH 0073	0073	Prospect Manchester Hospital, Inc.

U.S. Nuclear Regulatory Commission Materials License MMH	06-03413-01	Prospect Manchester Hospital, Inc.
CT DEEP Underground Storage Tank, Reg. 77-1276	77-1276	Prospect Manchester Hospital, Inc.
CT Department of Energy and Environmental Protection - Air Quality Permit Revocations	097-0004, 0027, 0028R, 0029, 0030R, 0130R	Prospect Manchester Hospital, Inc.
CT DPH Approved Blood Collection Facility - 2400 Tamarack, South Windsor (Evergreen II) DS-1160	DS-1160	Prospect Manchester Hospital, Inc.
CT DPH Approved Blood Collection Facility - 360 Tolland Tpke, Manchester (East Point) DS-1152	DS-1152	Prospect Manchester Hospital, Inc.
CT DPH Approved Blood Collection Facility - 622 Hebron Ave., Glastonbury DS-1153	DS-1153	Prospect Manchester Hospital, Inc.
Controlled Substance Registration	CSP.0001185-HOSP	Prospect Rockville Hospital, Inc.
Controlled Substance Registration	CSP.0001185-HOSP	Prospect Manchester Hospital, Inc.
Connecticut Department of Public Health Clinical Laboratory License	CLAB.00HP362	Prospect Rockville Hospital, Inc.
Clinical Laboratory Improvement Amendments (CLIA) - Radiology Evergreen	07D2134802	Prospect Rockville Hospital, Inc.
Clinical Laboratory Improvement Amendments (CLIA) - RGH BH Unit	07D2147041	Prospect Rockville Hospital, Inc.
CT DPH Approved Blood Collection Facility - 2600 Tamarack Ave, SW DS-1185	DS-1185	Prospect Rockville Hospital, Inc.
CT DPH Approved Blood Collection Facility - 520 Hartford Tpke, Vernon DS-1184	DS-1184	Prospect Rockville Hospital, Inc.
CT DEEP - Air Quality Permit Registration No. 187-0039-GPLPE	187-0039-GPLPE	Prospect Rockville Hospital, Inc.

CT Dept of Consumer Protection - Controlled Substance Registration	CSP 0001829-HOSP	Prospect Rockville Hospital, Inc.
State of CT Dept of Construction Services - Elevator Certificate of Operation 146-0085 RGH	146-0085	Prospect Rockville Hospital, Inc.
State of CT Dept of Construction Services - Elevator Certificate of Operation - #146-0017	146-0017	Prospect Rockville Hospital, Inc.
State of CT Dept of Construction Services - Elevator Certificate of Operation - #146-0020	146-0020	Prospect Rockville Hospital, Inc.
State of CT Dept of Construction Services - Elevator Certificate of Operation - #146-0023	146-0023	Prospect Rockville Hospital, Inc.
State of CT Dept of Construction Services - Elevator Certificate of Operation - #146-0038	146-0038	Prospect Rockville Hospital, Inc.
North Central District Health Dept - Food Service License for RGH 2570	2570	Prospect Rockville Hospital, Inc.
State of CT Dept of Construction Services - Boiler Operating Certificate - 018505	018505	Prospect Rockville Hospital, Inc.
State of CT Dept of Construction Services - Boiler Operating Certificate - 095961	095961	Prospect Rockville Hospital, Inc.
U.S. Food & Drug Administration (FDA) - Mammo Facility - RGH	Facility ID:162099	Prospect Rockville Hospital, Inc.
CT DPH General Blood Banking Operations - RGH - BB-1053	BB-1053	Prospect Rockville Hospital, Inc.
CT DEEP - Bureau of Air Management Radiation Division - Diagnostic & Therapeutic X-Ray Device - 2600 Tamarack Ave	Application No. 2327567 Facility No. 3474	Prospect Rockville Hospital, Inc.
CT DEEP - Bureau of Air Management Radiation Division - Diagnostic & Therapeutic X-Ray Device - Evergreen Imaging 2800 Tamarack Ave	Application No. 2327566 Facility No. 3123	Prospect Rockville Hospital, Inc.
State of CT Dept of Administrative Services - Elevator Certificate of Operation 146-0079	146-0079	Prospect Rockville Hospital, Inc.
Clinical Laboratory Improvement Amendments (CLIA) - ECHN Urgent Care at South Windsor	CLIA ID # 07D2044241	Prospect Rockville Hospital, Inc.

CT DEEP - Bureau of Air Management Radiation Division - Diagnostic & Therapeutic X-Ray Device - RGH 31 Union St	2327562	Prospect Rockville Hospital, Inc.
State of CT Dept of Construction Services - Elevator Certificate of Operation 146-0083	146-0083	Prospect Rockville Hospital, Inc.
State of CT Dept of Construction Services - Elevator Certificate of Operation 146-0062	146-0062	Prospect Rockville Hospital, Inc.
Clinical Laboratory Improvement Amendments (CLIA) - RGH Nursing	CLIA ID # 07D0681314	Prospect Rockville Hospital, Inc.
State of CT DPH - General Hospital RGH 0074	0074	Prospect Rockville Hospital, Inc.
Clinical Laboratory Improvement Amendments (CLIA) - RGH Main Campus	CLIA ID # 07D0093263	Prospect Rockville Hospital, Inc.
American College of Radiology (ACR) - Breast MRI - Evergreen Imaging	none	Prospect Rockville Hospital, Inc.
Drug Enforcement Administration - Controlled Substance RGH	FP6363965 & 1829	Prospect Rockville Hospital, Inc.
Food and Drug Accreditation - Certified Mammography Facility ID# 179259	179259	Prospect Rockville Hospital, Inc.
Department of Health and Human Services - Mammo Facility - Women's Center for Wellness	Facility ID: 179259	Prospect Rockville Hospital, Inc.
U.S. Nuclear Regulatory Commission Materials License RGH	06-13001-02	Prospect Rockville Hospital, Inc.
Federal Communications Commission - Radio Call Sign WPVZ 223 RGH	WPVZ 223	Prospect Rockville Hospital, Inc.
Federal Communications Commission - Radio Call Sign WPYL 558 RGH	WPYL 558	Prospect Rockville Hospital, Inc.
CT DPH Approved Blood Collection Facility - 130 Hartford Road Manchester DS-1159	DS-1159	Prospect Rockville Hospital, Inc.
CT DPH Approved Blood Collection Facility - 175 West Rd., Ellington DS-1157	DS-1157	Prospect Rockville Hospital, Inc.
CT DPH Approved Blood Collection Facility - 6 Fieldstone Commons, Tolland DS-1158	DS-1158	Prospect Rockville Hospital, Inc.

CT DEEP Underground Storage Tank, Reg. 146-3014	146-3014	Prospect Rockville Hospital, Inc.
State of CT Dept of Construction Services - Boiler Operating Certificate - Boiler #116219	116219	ECHN [Prospect ECHN, Inc.]
State of CT Dept of Construction Services - Boiler Operating Certificate - Boiler #116220	116220	ECHN [Prospect ECHN, Inc.]
Diagnostic and Therapeutic X-Ray Device Registration	Facility ID #3161	Prospect Waterbury, Inc.
Biomedical Waste - Hazardous Waste Transporter and Regulated Medical Waste Treatment and Destruction Facility Permit	CT-BMW-005	Prospect Waterbury, Inc.
Hazardous Waste Transporter Permit	CT-HW-616	Prospect Waterbury, Inc.
Diagnostic and Therapeutic X-Ray Device Registration (Greater	Facility #4246	Prospect Waterbury, Inc.
Radioactive Material and Industrial X-Ray Device Registration	Facility ID No. 0391, Application No. 2317025	Prospect Waterbury, Inc.
Controlled Substance Registration – State of CT	CSP-0004347-Hosp	Prospect Waterbury, Inc.
FDA Blood Bank Registration	1271998	Prospect Waterbury, Inc.
Elevator Certificate of Operation	151-0338	Prospect Waterbury, Inc.
Elevator Certificate of Operation	161-0381	Prospect Waterbury, Inc.
Elevator Certificate of Operation	151-0417	Prospect Waterbury, Inc.
Elevator Certificate of Operation	151-0114	Prospect Waterbury, Inc.
Elevator Certificate of Operation	151-0337	Prospect Waterbury, Inc.
Elevator Certificate of Operation	151-0382	Prospect Waterbury, Inc.
Elevator Certificate of Operation	151-0336	Prospect Waterbury, Inc.
Elevator Certificate of Operation	151-0383	Prospect Waterbury, Inc.
Elevator Certificate of Operation	151-0434	Prospect Waterbury, Inc.
Elevator Certificate of Operation	151-0113	Prospect Waterbury, Inc.
Elevator Certificate of Operation	151-0432	Prospect Waterbury, Inc.
Elevator Certificate of Operation	151-0431	Prospect Waterbury, Inc.

Radio Station Authorization	5597634	Prospect Waterbury, Inc.
General Blood Banking Operations	BB1051	Prospect Waterbury, Inc.
Clinical Laboratory (Main Lab)	HP-0360	Prospect Waterbury, Inc.
Waterbury Hospital Lab License	HP0360	Prospect Waterbury, Inc.
ACR LoRad M-111 1997	01145-01	Prospect Waterbury, Inc.
ACR Evo Excel 2018 for Planar, SPECT	NMAP #03776-04	Prospect Waterbury, Inc.
ADAC Laboratories FORTE 2003 FOR Planar, SPECT and Nuclear Cardiology	NMAP #0137-04	Prospect Waterbury, Inc.
ACR Gynecological, General, Vascular Accreditation	UAP #01107	Prospect Waterbury, Inc.
Blood Draw Station License-Chase Outpatient	DS-1151	Prospect Waterbury, Inc.
Blood Draw Station License- Grandview	DS-1146	Prospect Waterbury, Inc.
Blood Draw Station License- Middlebury	DS-1149	Prospect Waterbury, Inc.
Blood Draw Station License- Southbury	DS-1150	Prospect Waterbury, Inc.
Blood Draw Station License- Thomaston	DS-1147	Prospect Waterbury, Inc.
Blood Draw Station License- Watertown	DS-1148	Prospect Waterbury, Inc.
Controlled Substance Registration- State of CT	CSP.0004347-HOSP	Prospect Waterbury, Inc.
ACR Toshiba Aquilion Prime 2016	00502-03	Prospect Waterbury, Inc.
General Hospital License	75	Prospect Waterbury, Inc.
Non Legend Drug Permit	PME.0009238	Prospect Waterbury, Inc.
Alcohol Dealer Registration	2009-121-A02-031	Prospect Waterbury, Inc.
Industrial Alcohol User Permit	TF-CT-299	Prospect Waterbury, Inc.
State of CT Fire Marshall Certificate of Approval	N/A	Prospect Waterbury, Inc.
Level II Trauma Center	N/A	Prospect Waterbury, Inc.
Radioactive Material and Industrial X-Ray Devices Material and Industrial X-Ray Devices	Facility ID #0806	Prospect Waterbury, Inc.
ACR Toshiba Aquilion Prime 80	CTAP #99593-04	Waterbury Hospital
ACR Toshiba AQ64CFX 6B 2006	CTAP 00503-03	Waterbury Hospital
Mammographic Imaging Services	03776-04	Waterbury Hospital
Ultrasound Services	1107	Waterbury Hospital

Nuclear Medicine Services	01397-04	Waterbury Hospital
Nuclear Medicine Services	01397-05	Waterbury Hospital
Computed Tomography Services	00503-04	Waterbury Hospital
Computed Tomography Services	00503-03	Waterbury Hospital
Registration and Approval Approved Public Health Laboratory	HP-0360	Prospect Medical Holdings, Inc and The Waterbury Hospital Laboratory
Radioactive Materials License	06-02406-01	Prospect Waterbury Inc d/b/a/ The Waterbury Hospital
Confirmation of Registration - Radioactive Material and Industrial X-Ray Devices Material and Industrial X-Ray Devices	2622357	Prospect Waterbury, Inc
Confirmation of Registration - Radioactive Material and Industrial X-Ray Devices Material and Industrial X-Ray Devices	2616235	Prospect Waterbury, Inc
General Permit to Limit Potential Emit Emissions Calcs for 2018 Calendar year	05.0043682.20	Waterbury Hospital
General Permit to Limit Potential Emit Emissions Calcs for 2018 Calendar year	05.0043682.20	Waterbury Hospital
Boiler Operating Certificate	48883	Waterbury Hospital
Boiler Operating Certificate	48935	Waterbury Hospital
Boiler Operating Certificate	63277	Prospect ECHN Home Health Inc
Boiler Operating Certificate	96961	Prospect Rockville Hospital, Inc
Boiler Operating Certificate	18505	Prospect Rockville Hospital, Inc
Boiler Operating Certificate	95961	Prospect Rockville Hospital, Inc
Boiler Operating Certificate	18505	Prospect Rockville Hospital, Inc
Boiler Operating Certificate	89683	Manchester Hospital
Boiler Operating Certificate	89684	Manchester Hospital

Boiler Operating Certificate	81461	Manchester Hospital
Boiler Operating Certificate	81462	Manchester Hospital
Boiler Operating Certificate	116219	Manchester Hospital
Boiler Operating Certificate	116220	Manchester Hospital
Radio Station Authorization	WPVZ223	Prospect Rockville Hospital, Inc
Home Health Care License	9915748	Prospect ECHN Home Health, Inc d/b/a Visiting Nurse and Health Services of Connecticut
Primary Stroke Center	5670	Prospect Manchester Memorial Hospital
Transfer Radio Station Authorization	WPVZ223 and WPYL558	Manchester Hospital
Elevator Certificate of Operation	077-0105	Prospect Manchester Hospital Inc
Elevator Certificate of Operation	077/0202	Prospect Manchester Hospital Inc
Elevator Certificate of Operation	077-0231	Prospect Manchester Hospital Inc
Elevator Certificate of Operation	077-0045	Prospect Manchester Hospital Inc
Elevator Certificate of Operation	146-0064	Prospect Manchester Hospital Inc
Elevator Certificate of Operation	148-0085	Prospect Rockville Hospital, Inc
U.S. Food & Drug Administration (“FDA”) Mammography Facility – Tolland Imaging	238393	Prospect ECHN, Inc.
State of Connecticut Insurance Department - Preferred Provider Network	149058470	Prospect Health Services CT, Inc.

West Coast				
License Name	License Number	Entity Name(s)	Location Name(s)	
Restricted Knox-Keene License	File No. 933 0500	Prospect Health Plan, Inc.	N/A	
Air Pressure Tank Permit	A007419-97	Alta Newport Hospital, Inc.	Foothill Medical Center	Regional
Air Pressure Tank Permit	A007419-97	Alta Newport Hospital, Inc.	Foothill Medical Center	Regional
Diesel Generator Permit	G32154	Alta Newport Hospital, Inc.	Foothill Medical Center	Regional
General Acute Care Hospital	060000178	Alta Newport Hospital, Inc.	Foothill Medical Center	Regional
Medical Waste Acute Care Facility	PR0096003	Alta Newport Hospital, Inc.	Foothill Medical Center	Regional
Public Health Permit	AR1401580	Alta Newport Hospital, Inc.	Foothill Medical Center	Regional
Radiation Machine Registration	FAC00074983	Alta Newport Hospital, Inc.	Foothill Medical Center	Regional
Clinical Laboratory License	CLF00011417	Alta Newport Hospital, Inc.	Foothill Medical Center	Regional
CLIA Certificate of Accreditation	05D0935646	Alta Newport Hospital, Inc.	Foothill Medical Center	Regional
Hospital Pharmacy Permit	HSP51844	Alta Newport Hospital, Inc.	Foothill Medical Center	Regional
Sterile Compounding	LSC100400	Alta Newport Hospital, Inc.	Foothill Medical Center	Regional
Controlled Substance Registration	FN4981393	Alta Newport Hospital, Inc.	Foothill Medical Center	Regional
Steam Boiler or Pressure Vessel	AH57579	Alta Los Angeles Hospitals, Inc.	Los Angeles Community Hospital	Angeles
Elevator Permit	045013	Alta Los Angeles Hospitals, Inc.	Los Angeles Community Hospital	Angeles
Elevator Permit	058727	Alta Los Angeles Hospitals, Inc.	Los Angeles Community Hospital	Angeles
Elevator Permit	058735	Alta Los Angeles Hospitals, Inc.	Los Angeles Community Hospital	Angeles

West Coast			
License Name	License Number	Entity Name(s)	Location Name(s)
Clinical Laboratory License	CLF00000334	Alta Los Angeles Hospitals, Inc.	Los Angeles Community Hospital
Large Quantity Medical Waste Generator	290	Alta Los Angeles Hospitals, Inc.	Los Angeles Community Hospital
Hospital Pharmacy Permit	HSP50497	Alta Los Angeles Hospitals, Inc.	Los Angeles Community Hospital
Sterile Compounding	LSC100219	Alta Los Angeles Hospitals, Inc.	Los Angeles Community Hospital
General Acute Care Hospital	930000039	Alta Los Angeles Hospitals, Inc.	Los Angeles Community Hospital
Controlled Substance Registration	FL2466111	Alta Los Angeles Hospitals, Inc.	Los Angeles Community Hospital
CLIA Laboratory Certificate of Accreditation	05D0542002	Alta Los Angeles Hospitals, Inc.	Los Angeles Community Hospital
Radiation Machine Registration	FAC00036564	Alta Los Angeles Hospitals, Inc.	Los Angeles Community Hospital
City of Los Angeles - Tax Registration Certificate (Retail Sales)	0000372987-0012-4	Alta Los Angeles Hospitals, Inc.	Los Angeles Community Hospital
Annual Unified Program Facility Permit	AR0063495	Alta Los Angeles Hospitals, Inc.	Los Angeles Community Hospital at Bellflower
Elevator Permit	057166	Alta Los Angeles Hospitals, Inc.	Los Angeles Community Hospital at Bellflower
Elevator Permit	057165	Alta Los Angeles Hospitals, Inc.	Los Angeles Community Hospital at Bellflower
Public Health Permit	AR0194389	Alta Los Angeles Hospitals, Inc.	Los Angeles Community Hospital at Bellflower

West Coast			
License Name	License Number	Entity Name(s)	Location Name(s)
Diesel Generator Permit	G33747	Alta Los Angeles Hospitals, Inc.	Los Angeles Community Hospital at Bellflower
Large Quantity Medical Waste Generator	1555	Alta Los Angeles Hospitals, Inc.	Los Angeles Community Hospital at Bellflower
Annual Unified Program Facility Permit (Underground Storage Tank Program)	10268980	Alta Los Angeles Hospitals, Inc.	Los Angeles Community Hospital at Bellflower
Clinical Laboratory License	CLR00000110	Alta Los Angeles Hospitals, Inc.	Los Angeles Community Hospital at Bellflower
General Acute Care Hospital	930000039	Alta Los Angeles Hospitals, Inc.	Los Angeles Community Hospital at Bellflower
Hospital Pharmacy Permit	HSP52518	Alta Los Angeles Hospitals, Inc.	Los Angeles Community Hospital at Bellflower
South Coast Air Quality Management District	G53768	Alta Los Angeles Hospitals, Inc.	Los Angeles Community Hospital at Bellflower
CLIA Certificate of Waiver	05D0059546	Alta Los Angeles Hospitals, Inc.	Los Angeles Community Hospital at Bellflower
Controlled Substance Registration	FL5171929	Alta Los Angeles Hospitals, Inc.	Los Angeles Community Hospital at Bellflower
Hazardous Waste Permit	CAL000406665	Alta Los Angeles Hospitals, Inc.	Los Angeles Community Hospital at Bellflower
Steam Boiler or Pressure Vessel	B027021-82	Alta Los Angeles Hospitals, Inc.	Norwalk Community Hospital

West Coast					
License Name	License Number	Entity Name(s)		Location Name(s)	
Steam Boiler or Pressure Vessel	B027670-78	Alta	Los Angeles	Norwalk Hospital	Community
Diesel Generator Permit	G36919	Alta	Los Angeles	Norwalk Hospital	Community
Public Health Permit	PR0192171	Alta	Los Angeles	Norwalk Hospital	Community
Radiation Machine Registration	FAC00009798	Alta	Los Angeles	Norwalk Hospital	Community
Annual Unified Program Facility Permit	AR0032689	Alta	Los Angeles	Norwalk Hospital	Community
Controlled Substance Registration	FN2466123	Alta	Los Angeles	Norwalk Hospital	Community
Large Quantity Medical Waste Generator	817	Alta	Los Angeles	Norwalk Hospital	Community
City of Norwalk - Business License	100641	Alta	Los Angeles	Norwalk Hospital	Community
Clinical Laboratory License	CDF00003406	Alta	Los Angeles	Norwalk Hospital	Community
Hospital Pharmacy Permit	HSP50498	Alta	Los Angeles	Norwalk Hospital	Community
General Acute Care Hospital	930000039	Alta	Los Angeles	Norwalk Hospital	Community
CLIA Laboratory Certificate of Accreditation	05D0552389	Alta	Los Angeles	Norwalk Hospital	Community
Sterile Compounding	LSC100246	Alta	Los Angeles	Norwalk Hospital	Community
Elevator Permit	036088	Southern Healthcare System, Inc.	California	Southern Hospital at Culver City	California
Elevator Permit	050901	Southern Healthcare System, Inc.	California	Southern Hospital at Culver City	California
Elevator Permit	050902	Southern Healthcare System, Inc.	California	Southern Hospital at Culver City	California

West Coast				
License Name	License Number	Entity Name(s)		Location Name(s)
Elevator Permit	065766	Southern Healthcare System, Inc.	California	Southern California Hospital at Culver City
Elevator Permit	050929	Southern Healthcare System, Inc.	California	Southern California Hospital at Culver City
Elevator Permit	051351	Southern Healthcare System, Inc.	California	Southern California Hospital at Culver City
Elevator Permit	036094	Southern Healthcare System, Inc.	California	Southern California Hospital at Culver City
Air Pressure Tank Permit	A020041-97	Southern Healthcare System, Inc.	California	Southern California Hospital at Culver City
Air Pressure Tank Permit	A020040-97	Southern Healthcare System, Inc.	California	Southern California Hospital at Culver City
Air Pressure Tank Permit	A010042-80	Southern Healthcare System, Inc.	California	Southern California Hospital at Culver City
Annual Unified Program Facility Permit (Underground Storage Tank Program)	10302304	Southern Healthcare System, Inc.	California	Southern California Hospital at Culver City
Annual Unified Program Facility Permit	AR0062278	Southern Healthcare System, Inc.	California	Southern California Hospital at Culver City
Clinical Laboratory License	CLF00002418	Southern Healthcare System, Inc.	California	Southern California Hospital at Culver City
Hospital Pharmacy Permit	HSP51172	Southern Healthcare System, Inc.	California	Southern California Hospital at Culver City
Sterile Compounding	LSC100222	Southern Healthcare System, Inc.	California	Southern California Hospital at Culver City
Clinical Laboratory License	CLF00000861	Southern Healthcare System, Inc.	California	Southern California Hospital at Culver City
CLIA Certificate of Accreditation	05D0547292	Southern Healthcare System, Inc.	California	Southern California Hospital at Culver City
General Acute Care Hospital	930000066	Southern Healthcare System, Inc.	California	Southern California Hospital at Culver City
CLIA Certificate of Accreditation	05D0642522	Southern Healthcare System, Inc.	California	Southern California Hospital at Culver City

West Coast			
License Name	License Number	Entity Name(s)	Location Name(s)
Controlled Substance Registration	FH3640910	Southern California Healthcare System, Inc.	Southern California Hospital at Culver City
Radioactive Material License	0718-19	Southern California Healthcare System, Inc.	Southern California Hospital at Culver City
City of Los Angeles - Tax Registration Certificate	0002370701-00001-1	Southern California Healthcare System, Inc.	Southern California Hospital at Culver City
Hospital Accreditation Program	ID #598131	Southern California Healthcare System, Inc.	Southern California Hospital at Hollywood
Radiation Machine Registration	FAC00016936	Southern California Healthcare System, Inc.	Southern California Hospital at Hollywood
CLIA Certificate of Accreditation	05D0543155	Southern California Healthcare System, Inc.	Southern California Hospital at Hollywood
Public Health Permit	PR0192229	Southern California Healthcare System, Inc.	Southern California Hospital at Hollywood
Diesel Generator Permit	G15057	Southern California Healthcare System, Inc.	Southern California Hospital at Hollywood
Clinical Laboratory License	CLF00000602	Southern California Healthcare System, Inc.	Southern California Hospital at Hollywood
Fire Permit	0000938830-0001-1	Southern California Healthcare System, Inc.	Southern California Hospital at Hollywood
Elevator Permit	Q382432	Southern California Healthcare System, Inc.	Southern California Hospital at Hollywood
Elevator Permit	Q382433	Southern California Healthcare System, Inc.	Southern California Hospital at Hollywood
General Acute Care Hospital	930000066	Southern California Healthcare System, Inc.	Southern California Hospital at Hollywood
Sterile Compounding Permit	LSC100220	Southern California Healthcare System, Inc.	Southern California Hospital at Hollywood
Large Quantity Medical Waste Generator	324	Southern California Healthcare System, Inc.	Southern California Hospital at Hollywood

West Coast			
License Name	License Number	Entity Name(s)	Location Name(s)
Steam Boiler or Pressure Vessel	AH42774	Southern California Healthcare System, Inc.	Southern California Hospital at Hollywood
Hospital Pharmacy Permit	HSP50499	Southern California Healthcare System, Inc.	Southern California Hospital at Hollywood
Controlled Substance Registration	FH2466147	Southern California Healthcare System, Inc.	Southern California Hospital at Hollywood
City of Los Angeles - Tax Registration Certificate	0000938830-0001-1	Southern California Healthcare System, Inc.	Southern California Hospital at Hollywood
Behavioral Health Care Accreditation Program	ID #598131	Southern California Healthcare System, Inc.	Southern California Hospital at Van Nuys
Hospital Pharmacy Permit	HSP54395	Southern California Healthcare System, Inc.	Southern California Hospital at Van Nuys
Diesel Generator Permit	F19490	Southern California Healthcare System, Inc.	Southern California Hospital at Van Nuys
CLIA Certificate of Waiver	05D1104938	Southern California Healthcare System, Inc.	Southern California Hospital at Van Nuys
Clinical Laboratory Registration	CLR00339106	Southern California Healthcare System, Inc.	Southern California Hospital at Van Nuys
General Acute Care Hospital	930000066	Southern California Healthcare System, Inc.	Southern California Hospital at Van Nuys
Elevator Permit	Q383518	Southern California Healthcare System, Inc.	Southern California Hospital at Van Nuys
Controlled Substance Registration	FH2466159	Southern California Healthcare System, Inc.	Southern California Hospital at Van Nuys
City of Tustin, Business Tax Certificate	102583958	Alta Newport Hospital, Inc.	Foothill Regional Medical Center
Radio Station Authorization	004314366	Alta Los Angeles Hospitals, Inc.	Los Angeles Community Hospital
City of Bellflower Business License	17858	Alta Los Angeles Hospitals, Inc.	Los Angeles Community Hospital at Bellflower
City of Culver City Business Tax Certificate	53186	Southern California Health Care System, Inc.	Southern California Health Care System, Inc.
Business Tax Certificate	BUS2016-01982	New Genesis Medical Associates, Inc.	-

West Coast			
License Name	License Number	Entity Name(s)	Location Name(s)
Clinical and Public Health Laboratory License	CLR-00352170	Primary and Multi-Specialty Clinics of Anaheim, Inc. (PMCA)	-
CLIA Waiver	05D2148525	Primary and Multi-Specialty Clinics of Anaheim, Inc. (PMCA) - d/b/a Gateway Medical Center	-
Business Tax Certificate	BUS2014-01967	Primary and Multi-Specialty Clinics of Anaheim, Inc. (PMCA) - d/b/a Gateway Medical Center	-
Business Tax Certificate	BUS201-01817	Primary and Multi-Specialty Clinics of Anaheim, Inc. (PMCA) - d/b/a Gateway Medical Center Anaheim Hills	-
City of Santa Ana Business License Tax Receipt	367979	Primary and Multi-Specialty Clinics of Anaheim, Inc. (PMCA) - d/b/a Gateway Medical Center – Santa Ana	-
Clinical and Public Health Laboratory License	CLR-00303675	Primary and Multi-Specialty Clinics of Anaheim, Inc. (PMCA) - d/b/a Gateway Medical Center – Santa Ana	-
CLIA Waiver	05D0582137	Primary and Multi-Specialty Clinics of Anaheim, Inc. (PMCA)	-

West Coast			
License Name	License Number	Entity Name(s)	Location Name(s)
		- d/b/a Gateway Regional Medical Center	
Clinical and Public Health Laboratory License	CLR-00317081	Primary and Multi-Specialty Clinics of Anaheim, Inc. (PMCA) - d/b/a Gateway Regional Medical Center – Canyon Hills	-
CLIA Waiver	05D0887023	Primary and Multi-Specialty Clinics of Anaheim, Inc. (PMCA) - d/b/a Gateway Regional Medical Center – Canyon Hills	-
Business License	BUS2022-01181	Care@Home	-
Retail Pharmacy Permit	PHY 58561	RightRX	-
Controlled Substance Registration Certificate	FR2178766	RightRX	-
Fictitious Name Permit	FNP 40083	Genesis HealthCare of Southern California, Inc., A Medical Group dba Daehan Prospect Medical Group, Inc.	-
Fictitious Name Permit	FNP 44199	Genesis HealthCare of Southern California, Inc., A Medical Group dba Prospect Genesis Healthcare	-
Fictitious Name Permit	FNP 543354	New Genesis Medical Associates, Inc.	-
Fictitious Name Permit	FNP 18482	Prospect Medical Group, Inc.	-
Fictitious Name Permit	FNP 547211	Prospect Professional Care Medical Group, Inc.	-
Fictitious Name Permit	FNP 553920	StarCare Medical Group, Inc.	-
Fictitious Name Permit	FNP 44006	Prospect Medical Group, Inc. dba Prospect Latino Medical Group, Inc.	-

West Coast			
License Name	License Number	Entity Name(s)	Location Name(s)
Fictitious Name Permit	FNP 44200	Prospect Medical Group, Inc. dba Prospect Medical Group - Los Angeles	-
Fictitious Name Permit	FNP 551920	Prospect Medical Group, Inc. dba Prospect Medical Group - San Diego	-
Fictitious Name Permit	FNP 551921	Prospect Medical Group, Inc. dba Prospect Medical Group - Inland Empire	-
Fictitious Name Permit	FNP 552899	Prospect Medical Group, Inc. dba Prospect Medical Group - Orange County	-
Fictitious Name Permit	FNP 553000	Prospect Medical Group, Inc. dba Prospect Medical Group - Jian Kang	-
Fictitious Name Permit	FNP 44533	Prospect Medical Group, Inc. dba Prospect Persian Medical Group, Inc.	-
Fictitious Name Permit	FNP 551847	Prospect Medical Group, Inc. dba Los Angeles Medical Center IPA	-
Fictitious Name Permit	FNP 551848	Prospect Medical Group, Inc. dba Vantage Medical Group, Inc.	-
Fictitious Name Permit	FNP 551846	Prospect Medical Group, Inc. dba Cal Care IPA	-
Fictitious Name Permit	FNP 552469	Prospect Medical Group, Inc. dba Prospect SoCal	-
Fictitious Name Permit	FNP 554170	Prospect Medical Group, Inc. dba Prospect Medical OC	-
Fictitious Name Permit	FNP 554110	Prospect Professional Care Medical Group, Inc. dba Prospect Medical LA	-

West Coast			
License Name	License Number	Entity Name(s)	Location Name(s)
Fictitious Name Permit	FNP 44198	StarCare Medical Group, Inc. dba Prospect Gateway Medical Group	-
Fictitious Name Permit	FNP 546093	Primary and Multi-Specialty Clinics of Anaheim, Inc. dba Gateway Medical Center	-
Fictitious Name Permit	FNP 546155	Primary and Multi-Specialty Clinics of Anaheim, Inc. dba Gateway Medical Center - Anaheim Hills	-
Nonprofit Health Organization (NPHO) Certification	n/a	Prospect Health Services TX, Inc.	-
Nonprofit Health Organization (NPHO) Certification	n/a	Prospect Provider Group TX, Inc.	-
Texas TPA Certificate	n/a	Prospect Medical Systems, LLC	-

Schedule 7.13(b)

Compliance with Material Healthcare Licenses

1. Licensure renewal process for the expired State of Connecticut Department of Public Health Clinical Laboratory Permit No. CLAB 00HP360 (Prospect Waterbury, Inc.) is delayed with the State of Connecticut due to administrative backlog resulting from COVID-19. This license remains active during the administrative backlog.

Schedule 7.13(c)

Material Healthcare License; Exceptions

1. Schedule 7.13(b) of these Disclosure Schedules is incorporated herein by reference.
2. On March 16, 2023, Prospect Health Plan, Inc. (“**PHP**”) received the California Department of Managed Health Care’s (the “**DMHC**”) preliminary report on the results of its recent, routine, periodic medical survey. The results contained three deficiencies which have since been addressed. PHP submitted its response to the DMHC report, noting the remediation of the deficiencies, on May 1, 2023.
3. On April 28, 2023, PHP submitted an amendment filing with the DMHC notifying them of the internal restructuring that occurred effective as of March 30, 2023. On May 15, 2023, PHP received an automatic notification from the DMHC indicating that the filing type of the internal restructuring submission was changed from an amendment to a notice of proposed material modification. A screen shot of the automatic notice is set forth below. As of the date hereof, PHP has received no additional commentary from the DMHC concerning this reclassification, and it does not expect to receive any until the DMHC processes the proposed material modification.

You don't often get email from fbuksh@dmhc.ca.gov. [Learn why this is important](#)

EXTERNAL MSG

This is an automated notice from the eFiling system

The eFiling Number 20232111 Prospect Health Plan, Inc. (933 0500) has been updated from filing type: "Amendment filed by a licensee pursuant to section 1352(a)" to "Notice of a Proposed Material Modification"

Previous Filing Type: "Amendment filed by a licensee pursuant to section 1352(a)"

Current Filing Type: "Notice of a Proposed Material Modification"

Schedule 7.14(a)

Healthcare Laws

1. Schedule 7.19 of these Disclosure Schedules is incorporated herein by reference.

Schedule 7.14(b)

Penalties; Fines; Exclusions

1. The California Department of Public Health State Survey Agency (“SSA”) completed a Health Recertification Survey for the Skilled Nursing Facility operated by Alta Newport dba Foothill Regional Medical Center (the “Foothill SNF”) on January 30, 2023, January 31, 2023, February 8, 2023, February 10, 2023 and March 16, 2023, to determine if the facility was in compliance with federal requirements for nursing homes participating in the Medicare and Medicaid programs. The SSA found that the Foothill SNF was not in substantial compliance with the federal requirements for nursing homes and initially imposed the following remedies: (a) Directed Plan of Correction for F880 and (b) Mandatory Denial of Payment for New Admissions effective April 30, 2023. However, the SSA completed a revisit at the Foothill SNF and determined that it had obtained substantial compliance with all cited deficiencies within this enforcement cycle as of April 7, 2023. As a result, the aforementioned remedies will not go into effect and instead, a Federal Civil Money Penalty in the amount of \$15,000 was imposed upon the Foothill SNF.

Schedule 7.14(c)

Billing; Recoupment; Material Fines

None.

Schedule 7.14(g)

Healthcare Facilities

1. Foothill Regional Medical Center - 14662 Newport Avenue, Tustin, CA 92780

2. Primary and Multi-Specialty Clinics of Anaheim, Inc.:

710 N. Euclid, Suite 400
Anaheim, CA 92801

801 N. Tustin Ave., Suite 602
Santa Ana, CA 92705

500 S. Anaheim Hills Rd.
Anaheim Hills, CA 92807

Schedule 7.15

Transactions with Affiliates

1. Hospital Services Agreement, dated August 9, 2017, between Prospect Health Services RI, Inc. and Prospect CharterCARE RWMC, LLC and Prospect CharterCARE SJHSRI, LLC.
2. Hospital Services Agreement, dated September 1, 2017, First Amendment, dated June 7, 2018, between Prospect Health Services PA, Inc. and Prospect CCMC, LLC.
3. Hospital Services Agreement, dated September 1, 2017, First Amendment, dated June 7, 2018, between Prospect Health Services PA, Inc. and Prospect DCMH, LLC.
4. Hospital Services Agreement, dated September 1, 2017, First Amendment, dated June 7, 2018, between Prospect Health Services CT, Inc. and Prospect Manchester Hospital, Inc.,
5. Hospital Services Agreement, dated September 1, 2017, between Prospect Health Services CT, Inc. and Prospect Rockville Hospital, Inc.
6. Hospital Services Agreement, dated September 1, 2017, First Amendment, dated June 7, 2018, between Prospect Health Services CT, Inc. and Prospect Waterbury, Inc.
7. Hospital Services Agreement, dated January 1, 2016, between Prospect Health Plan, Inc. and Alta Newport Hospital, Inc.
8. Hospital Services Agreement, dated September 1, 2013, First Amendment, dated May 1, 2015, and Second Amendment, dated March 1, 2015, between Prospect Health Plan, Inc. and Alta Los Angeles Hospitals, Inc., dba Los Angeles Community Hospital and dba Norwalk Community Hospital.
9. Hospital Services Agreement, dated September 1, 2013, between Prospect Health Plan, Inc. and Southern California Healthcare System, Inc., dba Southern California Hospital at Culver City, dba Southern California Hospital at Hollywood and dba Southern California Hospital at Van Nuys.
10. Hospital Risk Sharing Agreement, dated February 1, 2017, between Prospect Medical Group, Inc., and Subsidiaries, and Alta Newport Hospital, Inc. dba Foothill Regional Medical Center.
11. Hospital Control Program Agreement, dated March 1, 2010, First Amendment, dated January 1, 2012, Second Amendment, dated June 1, 2012, Third Amendment, dated April 1, 2013, Fourth Amendment, dated October 1, 2013, Fifth Amendment, dated May 1, 2015, and Sixth Amendment, dated May 1, 2015, between Prospect Medical Group, Inc. and Alta Los Angeles Hospitals, Inc., dba Norwalk Community Hospital.
12. Hospital Control Program Agreement, dated May 1, 2005, First Amendment, dated October 1, 2007, Second Amendment, dated March 1, 2008, Third Amendment, dated April 1, 2013, Fourth Amendment, dated October 1, 2013, and Fifth Amendment, dated May 1, 2015, between Prospect Medical Group, Inc. and Southern California Healthcare System, Inc., dba Southern California Hospital at Culver City (as successor to Brotman Medical Center).
13. Lease Agreement, dated January 19, 1989 and Amendment of Lease, dated January 1, 2016 and Amendment of Lease, dated January 1, 2018, between Prospect Waterbury, Inc. (as successor to

The Waterbury Hospital, Inc.) (as Landlord) and Greater Waterbury Imaging Center; 68 Robbins Street, Waterbury, CT.

14. Physical Therapy, Occupational Therapy, Speech Therapy Service Agreement, dated April 1, 2017, between Prospect Waterbury, Inc., dba The Waterbury Hospital and Access Rehab Centers, LLC.
15. Greater Waterbury Imaging Center Service Agreement, dated October 1, 2016, between Prospect Waterbury, Inc., dba The Waterbury Hospital and Greater Waterbury Imaging Center.
16. Inpatient Services Agreement, dated August 1, 2006, between Prospect Waterbury, Inc., dba The Waterbury Hospital (as successor to Waterbury Hospital Health Center) and Greater Waterbury Imaging Center.
17. Service Agreement, dated May 1, 2016, between Prospect Waterbury, Inc., dba The Waterbury Hospital (as successor by Assignment from The Waterbury Hospital) and Prospect CT Medical Foundation, Inc., dba Alliance Medical Group (as successor by assignment from Alliance Medical Group).
18. Patient Care and Administrative Services Agreement, dated January 1, 2016, between Prospect Waterbury, Inc., dba The Waterbury Hospital (as successor by Assignment from The Waterbury Hospital) and Prospect CT Medical Foundation, Inc., dba Alliance Medical Group (as successor by assignment from Alliance Medical Group)..
19. Memorandum of Understanding, dated October 9, 2015, and Amendment, dated September 7, 2017, between Alta Los Angeles Hospitals, Inc., dba Los Angeles Community Hospital and dba Norwalk Community Hospital, and Alta Newport Hospital, Inc., dba Foothill Regional Medical Center.
20. Memorandum of Understanding, dated May 1, 2015, and Amendment, dated March 30, 2017, between Alta Los Angeles Hospitals, Inc., dba Los Angeles Community Hospital and dba Norwalk Community Hospital, and Southern California Healthcare System, Inc., dba Southern California Hospital at Culver City, dba Southern California Hospital at Hollywood and dba Southern California Hospital at Van Nuys.
21. Memorandum of Understanding, dated October 9, 2015, and First Amendment, dated February 1, 2017, between Southern California Healthcare System, Inc., dba Southern California Hospital at Culver City, dba Southern California Hospital at Hollywood and dba Southern California Hospital at Van Nuys, and Alta Newport Hospital, Inc., dba Foothill Regional Medical Center.
22. Lease, dated December 1, 2017, and First Amendment, dated September 8, 2021, between Prospect Manchester Hospital, Inc. d/b/a Manchester Memorial Hospital, a stock corporation having a place of business at 71 Haynes Street, Manchester, Connecticut 06040, and Prospect Rockville Hospital, Inc. d/b/a/ Rockville General Hospital, a stock corporation, having a place of business at 31 Union Street, Vernon, Connecticut 06066.
23. Service Agreement, dated October 24, 2019, between Prospect CharterCARE Physicians, LLC dba CharterCARE Medical Associates, and Prospect CT Management Services, Inc. dba Medical Practice Partners.

24. Service Agreement, dated October 1, 2016, between Prospect CT Medical Foundation Inc. dba Alliance Medical Group and Prospect CT Management Services, Inc. dba Medical Practice Partners.
25. Administrative Services Agreement, dated March 1, 2010, First Amendment, dated January 1, 2012, and Second Amendment, dated January 1, 2012, between Prospect Medical Systems, LLC and Alta Los Angeles Hospitals, Inc., dba Los Angeles Community Hospital and dba Norwalk Community Hospital.
26. Assignment of Administrative Services Agreement, dated January 1, 2013, between Prospect Medical Systems, LLC and Southern California Healthcare System, Inc. (successor to Alta Hollywood Hospitals, Inc., successor to Brotman Medical Center)
27. Management Services Agreement, dated July 1, 1999, between Prospect Medical Systems, LLC and AMVI/Prospect Medical Group
28. Management Services Agreement, dated December 1, 2015, between Prospect Medical Systems, LLC and Primary and Multi-Specialty Clinics of Anaheim, Inc.
29. Management Services Agreement, dated October 1, 2012, between Prospect Medical Systems, LLC and New Genesis Medical Associates, Inc.
30. Management Services Agreement, dated March 11, 2016, between Prospect Medical Systems, LLC and Prospect Medical Group, Inc. and its subsidiaries.
31. Management Services Agreement, dated February 3, 2014, between Prospect Medical Systems, LLC and Prospect Health Plan, Inc.
32. Administrative Services Agreement, dated May 17, 2019, between Prospect Medical Systems, LLC and Prospect Health Services RI, Inc. and Prospect Provider Group RI, LLC
33. Services Agreement, dated October 1, 2021, between Coordinated Regional Care Group, LLC and Prospect Crozer
34. Services Agreement, dated October 1, 2021, between Coordinated Regional Care Group, LLC and Alta Hospitals LLC and its subsidiaries
35. Services Agreement, dated October 1, 2021, between Coordinated Regional Care Group, LLC and Prospect Waterbury, Inc. dba Waterbury Hospital
36. Services Agreement, dated October 1, 2021, between Coordinated Regional Care Group, LLC and Prospect ECHN, Inc. and its subsidiaries.

Schedule 7.19

Licenses; Compliance with Laws

1. Crozer Health and Cardiac Consultants of Philadelphia (“**CCP**”) entered into management services agreements whereby CCP provided management and other services related to Crozer Health’s outpatient imaging and diagnostic business. The management services agreements and space lease agreement for the imaging center include restrictive covenants against CCP opening similar outpatient services. In or around August 2021, Crozer Health agreed to waive any restrictive covenants so that CCP could build its own imaging center and unilaterally closed its imaging service at the same site. In September 2021, CCP opened and began operating its imaging center. Following an internal investigation by Crozer Health, CCP revoked the waiver, agreed to close its imaging center, and compensated Crozer Health for its lost profits in an effort to unwind the arrangement. Crozer Health submitted a voluntary disclosure to the HHS Office of Inspector General pursuant to its voluntary self-disclosure protocol, which subsequently was accepted in or around August 2022. CCP terminated the management services agreements as of October 2022.
2. In May 2021, the Southern California Healthcare System (“**SCHS**”) received a Civil Investigative Demand (“**CID**”) for documents and other information regarding a false claims investigation that appears related to the relationship between SCHS and certain skilled nursing facilities (“**SNFs**”), including inpatient admissions practices. The CID subsequently was narrowed to focus on four (4) SNFs. The CID also requested documents related to schedules of personnel at one of the licensed outpatient departments at SCH Culver City. SCHS has completed document production and responses to the CID’s interrogatories and has not received any further communications to date.
3. In April 2023, Prospect Medical Holdings, Inc. (“**PMH**”) and Prospect Medical Systems, LLC (“**PMS**”) received a CID from the State of Connecticut’s Commissioner of Consumer Protection related to an investigation whether hospital funding practices may constitute unfair or deceptive acts or practices in violation of the provisions of the Connecticut Unfair Practices Act. PMH believes that PMS was mistakenly included in the CID because the PMH name was mistakenly listed in the CID as a DBA name for PMS. PMH discussed the purpose and scope of the CID with the Connecticut Attorney General (the “**CT AG**”), and, as requested by PMH during that discussion, the CT AG delivered a letter to counsel for PMH on May 19, 2023, setting forth a revised, limited scope for the CID requests. PMH has begun the process of collecting documentation responsive to the CID requests and has confirmed to the CT AG that the requested information will be delivered to the CT AG on a rolling basis commencing on Monday, May 22, 2023.
4. Schedule 7.13(c) of these Disclosure Schedules is incorporated herein by reference.