

**UNITED STATES BANKRUPTCY COURT
FOR THE EASTERN DISTRICT OF TEXAS
SHERMAN DIVISION**

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| IN RE: | § | |
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| | § | |
| FOREST PARK MEDICAL CENTER AT FRISCO, LLC, | § | CASE NO. 15-41684-BTR |
| | § | (Complex Chapter 11) |
| DEBTOR. | § | |
| | § | |
| | § | |

CERTIFICATE OF NOTICE OF EXECUTED ASSET PURCHASE AGREEMENT

Forest Park Medical Center at Frisco, LLC, Debtor and Debtor-in-Possession, hereby files this Certificate of Notice that an Asset Purchase Agreement has been executed this 9th day of February, 2016 between Forest Park Medical Center at Frisco, LLC and Columbia Medical Center of Plano Subsidiary, L.P. (the “Bidder”) attached hereto as Exhibit 1. The Debtor, in cooperation with the Bidder, shall update and/or supplement the Schedules and Exhibits thereto as necessary.

Dated: February 11, 2016.

Respectfully submitted,

/s/ William L. Medford

William L. Medford, Esq.

State Bar No. 00797060

Vickie L. Driver, Esq.

State Bar No. 24026886

Christina W. Stephenson, Esq.

State Bar No. 24049535

Lewis Brisbois Bisgaard & Smith, LLP

2100 Ross Avenue, Suite 2000

Dallas, Texas 75201

Phone: (214) 722-7100

Fax: (214) 722-7111

Email: william.medford@lewisbrisbois.com

Email: vickie.driver@lewisbrisbois.com

Email: cstephenson@lewisbrisbois.com

COUNSEL FOR THE DEBTOR

CERTIFICATE OF SERVICE

I hereby caused a true and correct copy of the foregoing pleading to be served by Donlin, Recano & Company upon the parties listed on the attached Master Service List via US Mail, ECF notification, e-mail, facsimile, overnight delivery, and/or courier on this 11th day of February, 2016.

/s/ William L. Medford

William L. Medford

Execution Version

ASSET PURCHASE AGREEMENT

by and between

FOREST PARK MEDICAL CENTER AT FRISCO, LLC,

and

COLUMBIA MEDICAL CENTER OF PLANO SUBSIDIARY, L.P.

Dated as of February __, 2016

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Execution Version

ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (the "Agreement") is made and entered into as of February __, 2016, by and between Columbia Medical Center of Plano Subsidiary, L.P., a Texas limited partnership ("Buyer") and a wholly-owned, indirect subsidiary of HCA Inc. ("HCA"), and Forest Park Medical Center at Frisco, LLC, a Texas limited liability company ("Seller").

WITNESSETH:

WHEREAS, Seller owns the operations of Forest Park Medical Center, a 54 bed specialty hospital located at 5500 Frisco Square Boulevard, Frisco, Texas (the "Hospital");

WHEREAS, Sabra Texas Holdings, L.P., a Texas limited partnership ("Sabra"), owns the real estate on which the Hospital is located and the buildings and other facilities that comprise the Hospital and leases such property to Seller pursuant to that certain Lease Agreement dated December 6, 2010 between Sabra (as successor in interest to FPMC Frisco Realty Partners, L.P.) and Seller, as amended by that certain First Amendment to Lease Agreement dated October 22, 2013 (the "Hospital Lease");

WHEREAS, Seller filed a voluntary petition (the "Bankruptcy Case") for relief under chapter 11 of the Bankruptcy Code on September 22, 2015 (the "Petition Date") in the United States Bankruptcy Court for the Eastern District of Texas (the "Bankruptcy Court");

WHEREAS, pursuant to that certain Order of the Bankruptcy Court approving (1) Bidding Procedures in Advance of Auction, (2) Approving Form and Manner of Notice of Proof of Proposed Cure Amounts, (3) Auction, (4) Stalking Horse Hearing and Final Hearing and (5) Granting Related Relief Docket No. 283 (the "Sales Procedures Order"), Seller has designated the Buyer as a Qualified Bidder (as defined in the Sales Procedure Order);

WHEREAS, Seller desires to sell to Buyer and Buyer desires to purchase from Seller substantially all of the assets, real (if any), personal and mixed, tangible and intangible, associated with or employed in the connection with the operations of the Hospital;

WHEREAS, Seller desires to sell to Buyer its assets pursuant to the terms of this Agreement on "as is, where is" basis without any warranty of merchantability or fitness for a particular purpose as to such items except as otherwise set forth herein or in the findings and conclusions of Law set forth in the Sale Order, and to the extent the Sale Order and this Agreement conflict, the Sale Order controls; and

WHEREAS, contemporaneous with the execution hereof, Sabra and Buyer have entered into that certain Real Property Purchase and Sale Agreement (the "Sabra APA").

NOW, THEREFORE, for and in consideration of the premises, and the agreements, covenants, representations and warranties hereinafter set forth, and other good and valuable consideration, the receipt and adequacy all of which are forever acknowledged and confessed, the parties hereto agree as follows:

ARTICLE I DEFINITIONS

1.1 Definitions. Capitalized terms used in this Agreement shall have the following meanings:

“Accounts Receivable” means all accounts and notes receivable of the Hospital existing at the Effective Time, including any accounts and notes receivable that have been charged off as bad debts, and any other evidence of indebtedness and rights to receive payments from any Person arising from the rendering of services to patients at the Hospital, billed and unbilled, recorded and unrecorded, with collection agencies or otherwise.

“Agreement” has the meaning set forth in the Preamble.

“Allocation” has the meaning set forth in Section 7.4.

“Appraiser” has the meaning set forth in Section 7.4.

“Assets” has the meaning set forth in Section 2.1.

“Assigned Causes of Action” means Causes of Action (i) with respect to or arising out of any Assumed Contract and (ii) arising with respect to property, plant or equipment included within the Assets.

“Assignment and Assumption” has the meaning set forth in Section 3.2.

“Associate” means any officer or director of Seller or any member of the immediate family of such Person.

“Assumed Contracts” means (i) all Contracts listed in Schedule 4.12 other than those designated as Excluded Contracts and (ii) all Contracts assumed by Seller and assigned to Buyer in accordance with Section 6.7.

“Assumed Liabilities” has the meaning set forth in Section 2.3.

“Balance Sheet Date” means November 30, 2015.

“Bankruptcy Case” has the meaning set forth in the Recitals.

“Bankruptcy Code” means Title 11 of the United States Code, 11 U.S.C. Sections 101 *et. Seq.*

“Bankruptcy Court” has the meaning set forth in the Recitals.

“Benefit Plans” means “employee benefit plans,” as defined in Section 3(3) of ERISA, all benefit plans as defined in Section 6039D of the Code and the rules and regulations promulgated thereunder, and all other stock purchase, stock option, equity-based, retention bonus, bonus, incentive compensation, deferred compensation, profit sharing, severance, change in control, supplemental unemployment, layoff, salary continuation, retirement, pension, health, life insurance, disability, group insurance, vacation, holiday, sick leave, fringe benefit, welfare and other employee benefit plans (whether oral or written, qualified or non-qualified) and employment agreements, programs, policies or other arrangements and any trust, escrow or other funding arrangement related thereto.

“Bill of Sale” has the meaning set forth in Section 3.2(d).

“Business Associate Agreement” shall have the meaning set forth in Section 4.26.

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

“Buyer” has the meaning set forth in the Preamble.

“Buyer Deposit” has the meaning set forth in Section 2.5(b).

“Capital Lease Payoffs” means the amount necessary to satisfy all monetary obligations of the Seller, whether past due or in the future, pursuant to the capital leases of the Seller listed on Schedule 1.1.

“Causes of Action” means any and all claims, demands, rights, defenses, counterclaims, suits or actions and all other claims of any value whatsoever, whether known or unknown, in law, equity or otherwise, against any third party and the proceeds or benefits thereof.

“Claim” has the meaning set forth in Section 101(5) of the Bankruptcy Code.

“Closing” has the meaning set forth in Section 3.1.

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

“Confidential Information” has the same meaning as “Proprietary Information” as set forth in the Confidentiality Agreement all information of any kind concerning the Hospital, obtained directly or indirectly from Seller or its affiliates in connection with the transactions contemplated by this Agreement except information (a) ascertainable or obtained from public or published information, (b) received from a third party not known by Buyer to be under an obligation to Seller to keep such information confidential, (c) which is or becomes known to the public (other than through a breach of this Agreement), or (d) which was in Buyer’s possession prior to disclosure thereof to Buyer in connection herewith.

“Contracts” means all commitments, contracts, leases, subleases, licenses, sublicenses and other agreements of any kind relating to the Hospital, the Assets or the operation thereof to which Seller or any of its affiliates is a party or by which any of the Assets are bound.

“Cure Amounts” means the amounts, if any, determined by the Bankruptcy Court to be necessary to cure all defaults and to pay all actual losses that have resulted from such defaults under the Assumed Contracts.

“Effective Time” has the meaning set forth in Section 3.1.

“Environmental Claim” means any claim, action, cause of action, investigation or notice by any Person alleging potential liability (including potential liability for investigatory costs, cleanup costs, governmental response costs, natural resources damages, property damages, personal injuries, or penalties) arising out of, based on or resulting from: (a) the presence, or release or threat of release into the environment, of any Materials of Environmental Concern at any location, whether or not owned or operated by Hospital or Seller; or (b) circumstances forming the basis of any violation or alleged violation of any Environmental Law.

“Environmental Laws” means, as they exist on the date hereof and as of the Effective Time, all applicable Laws relating to pollution or protection of human health (as relating to the environment or the workplace) and the environment (including ambient air, surface water, ground water, land surface or sub-surface strata), including Laws relating to emissions, discharges, releases or threatened releases of Materials of Environmental Concern, or otherwise relating to the use, treatment, storage, disposal, transport or handling of Materials of Environmental Concern, including, but not limited to Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. § 9601 et seq., Resource Conservation and Recovery Act, 42 U.S.C. § 6901 et seq., Toxic Substances Control Act, 15 U.S.C. § 2601 et seq., Occupational Safety and Health Act, 29 U.S.C. § 651 et seq. (“OSHA”), the Clean Air Act, 42 U.S.C. § 7401 et seq., the Clean Water Act, 33 U.S.C. § 1251 et seq., each as may have been amended or supplemented, and any applicable environmental transfer statutes or Laws.

“ERISA” means the Employee Retirement Income Security Act of 1974, as amended and the rules and regulations promulgated thereunder.

“ERISA Affiliate” means (a) any related company or trade or business that is required to be aggregated with Seller under Code Sections 414(b), (c), (m) or (o); (b) any other company, entity or trade or business that has adopted or has ever participated in any Benefit Plan related to the Seller; and (c) any predecessor or successor company or trade or business of Seller.

“Excluded Assets” has the meaning set forth in Section 2.2

“Excluded Contracts” means (a) the Hospital Lease, MOB Unit Lease and any subleases pursuant thereto; (b) all Contracts listed in Schedule 4.12 that are designated as “excluded”, (c) all contracts not listed in Schedule 4.12, (d) all Contracts that Seller has not elected to assume pursuant to Section 6.7, (e) all employment Contracts with the senior management personnel, (f) all Contracts associated with the Excluded Assets, (g) all pension, profit-sharing, deferred compensation, severance or any other Plans applicable to Seller’s employees generally and all Contracts related thereto, (h) all management agreements and similar Contracts relating to the operation of the Hospital, (i) all billing and collection agreements, (j) supply agreements which are inconsistent with HealthTrust Purchasing Group vendor agreements and cannot be terminated without penalty on sixty (60) days or less notice, (k) any management agreement or other Contracts between Seller and any affiliate of Seller, (l) the medical staff bylaws of the Hospital, and (m) Contracts with managed care organizations, health maintenance organizations, insurers and similar third party payors.

“Excluded Liabilities” has the meaning set forth in Section 2.4.

“Federal Privacy Regulations” means the regulations contained in 45 C.F.R. Parts 160 and 164, as amended.

“Federal Transaction Regulations” means the regulations contained in 45 C.F.R. Parts 160 and 162, as amended.

“Final Order” means an order or judgment, the operation or effect of which is not stayed, and as to which order or judgment (or any revision, modification or amendment thereof), the time to appeal or seek review or rehearing has expired, and as to which no appeal or petition for review or motion for re-argument has been taken or been made and is pending for argument.

“Financial Statements” has the meaning set forth in Section 4.4(a).

“GAAP” means generally accepted account principles as adopted in the United States.

“Governmental Authority” means the government of the United States and any government of a state or other political subdivision thereof, any entity exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government, including any government authority, agency, department, board, commission or instrumentality of the United States, any state of the United States or any political subdivision thereof, any tribunal or arbitrator(s) of competent jurisdiction and any self-regulatory organization.

“HCA” has the meaning set forth in the Preamble.

“HIPAA” means the Health Insurance Portability and Accountability Act of 1996, as codified at 42 U.S.C. Sections 1320d through d-8.

“Hospital” has the meaning set forth in the Recitals.

“Hospital Lease” has the meaning set forth in the recitals.

“Inventory” means inventories of usable supplies, drugs, food, janitorial and office supplies and other disposables and consumables existing at the Effective Time and located at the Hospital or purchased by Seller for use in connection with the Hospital.

“Law” means any statute, rule, regulation, code, ordinance, resolution, Order, writ, injunction, judgment, decree, ruling, promulgation, policy, treaty directive, interpretation, or guideline adopted or issued by any Governmental Authority.

“Legal Requirements” means all applicable Laws, corporate integrity agreements and other requirements of or agreements with all Governmental Authorities having jurisdiction over the Hospital or the operations of the Hospital.

“Licenses” means all rights, to the extent assignable or transferable pursuant to applicable Laws (including the Bankruptcy Code), to all licenses, certificates of need, certificates of exemption, franchises, accreditations and registrations, permits, approvals, consents and all applications thereof and waivers of any requirements pertaining thereto, if any, and other licenses or permits issued in connection with the ownership, operation or development of any portion of the Hospital.

“Lien” means any mortgage, pledge, Claim, occupancy agreement, covenant, encroachment, burden, title defect, right of first refusal, charge, assessment, security interest, lease, sublease, lien, right of set-off, right of recoupment, adverse claim, levy, charge, easement, restriction, license or other encumbrance of any kind, or any conditional sale contract, title retention contract, or other contract to give or to refrain from giving any of the foregoing.

“Material Adverse Effect” means any event, occurrence, fact, condition, change or effect that (i) is, or is reasonably likely in the future to be, individually or in the aggregate, materially adverse to the business, operations, prospects, results of operations, condition (financial or otherwise), properties (including intangible properties), rights, obligations or Assets of Seller, or the Hospital or (ii) materially impairs or delays, or is reasonably likely to materially impair or delay, the ability of Seller to consummate the transactions contemplated by this Agreement or to perform their respective obligations under this Agreement.

“Materials of Environmental Concern” means chemicals, pollutants, contaminants, hazardous materials, hazardous substances and hazardous wastes, medical waste, toxic substances, petroleum and petroleum products and by-products, asbestos-containing materials, PCBs, and any other chemicals, pollutants, substances or wastes, in each case so defined, identified, or regulated under any Environmental Law.

“MOB Unit Lease” means that certain Lease Agreement dated March 22, 2011, as amended by that certain First Amendment to lease Agreement dated May 21, 2012 between Seller as tenant and HTA-Forest Park Frisco, LLC as landlord.

“Order” means a judgment, order, writ, injunction, decree, determination, or award of any Governmental Authority.

“PCBs” means polychlorinated biphenyls.

“Personal Property” means all tangible and intangible personal property used or held for use in connection with the Hospital, including all equipment, furniture, fixtures, machinery, vehicles, office furnishings, instruments, leasehold improvements, spare parts, and, to the extent assignable or transferable by Seller (or its affiliates), all rights in all warranties of any manufacturer or vendor with respect thereto.

“Petition Date” has the meaning set forth in the Recitals.

“Prepaid Expenses” means expenses that are paid in cash and recorded as assets before they are used or consumed, excluding deposits.

“Proceeding” means any arbitration, audit, hearing, investigation, litigation suit or other similar action by or before a Governmental Authority.

“Programs” has the meaning set forth in Section 4.8(a).

“Purchase Price” has the meaning set forth in Section 2.5(a).

“Purchase Price Adjustments” has the meaning set forth in Section 2.5(a).

“Real Property” means all fee, leasehold and other interests in real property owned by Seller, whether directly or indirectly, or otherwise used or held for use in connection with the Hospital, together with all buildings, improvements and fixtures and construction in progress located thereupon and all appurtenances, rights of way and air, mineral or other rights related thereto.

“Reference Balance Sheet” has the meaning set forth in Section 4.4(a)(i).

“Sabra APA” has the meaning set forth in the Recitals.

“Sale Order” means a Final Order of the Bankruptcy Court approving the sale of the Assets to Buyer, in substantially the form attached as Exhibit A; provided that any such modifications thereto a satisfactory to the Buyer in its sole discretion.

“Sales Procedure Order” has the meaning set forth in the Recitals.

“Seller” has the meaning set forth in the Preamble.

“Taxes” means (a) any and all federal, state, local, foreign and other net income, gross income, gross receipts, sales, use, ad valorem, unclaimed property, transfer, franchise, profits, license, lease, rent, service, service use, withholding, payroll, employment, excise, severance, privilege, stamp, occupation, premium, property, windfall profits, alternative minimum, estimated, customs, duties or other taxes, fees, assessments or charges of any kind whatsoever, together with any interest and any penalties, additions to tax or additional amounts with respect thereto, (b) any liability for payment of amounts described in clause (a) as a result of transferee liability or otherwise through operation of law, and (c) any liability for the payment of amounts described in clauses (a) or (b) as a result of any tax sharing, tax indemnity or tax allocation agreement or any other express or implied agreement to indemnify any other Person.

“Tax Return” means any return, declaration, report, claim for refund, or information return or statement relating to Taxes, including any schedule or attachment thereto, and including any amendment thereof.

“Transaction Documents” means this Agreement, and all other agreements and instruments executed and delivered by the respective parties in connection with this Agreement.

“Transfer Taxes” means recording fees, transfer fees, transfer taxes, sales taxes, documentary or stamp taxes and regulatory filing fees.

“WARN Act” means the Worker Adjustment and retraining Notification Act, 29 U.S.C. §§2101-2109.

ARTICLE II SALE OF ASSETS AND CERTAIN RELATED MATTERS

2.1 Sale of Assets. Subject to the terms and conditions set forth in this Agreement and subject to the Sale Order, at the Closing, Seller shall sell, transfer, convey, assign and deliver to Buyer, and Buyer shall purchase from Seller, all assets, real, personal and mixed, tangible and intangible, associated with or employed or held for use in the operations of the Hospital other than the Excluded Assets (collectively, the “Assets”), in each case free and clear of all Liens. Without limiting the foregoing, the Assets will include the following:

- (a) the Personal Property;
- (b) the Assumed Contracts;
- (c) the Assigned Causes of Action;
- (d) Prepaid Expenses and deposits relating to Assumed Contracts;
- (e) except as provided in Section 2.2(c), all Inventory;
- (f) all documents, records, operating manuals and files, and computer software owned or, to the extent an Assumed Contract, licensed by Seller or its affiliates, pertaining to or used in connection with the Hospital, including all patient records, medical records, personnel records, financial records, equipment records, construction plans and specifications, medical and administrative libraries,

but excluding Seller's corporate record books, minute books, tax records and, where prohibited by law, restricted patient and medical records;

(g) Seller's rights to the name "Forest Park Medical Center at Frisco" and all variations thereof, if any; all patents, patent applications, trade names, trademarks, service marks, trade secrets, copyrights and other intellectual property owned by Seller; and all of Seller's rights to use all patents, patent applications, trade names, trademarks, service marks, trade secrets, copyrights and other intellectual property of other Persons;

(h) Licenses; and

(i) except as expressly included in the Excluded Assets, all other property owned by Seller, whether tangible or intangible, located at the Hospital or used in connection with the Hospital whether or not reflected on the balance sheet of Seller (including any claims against third parties by Seller relating to the Assets, whether known or unknown, contingent or otherwise).

The Assets, together with the Excluded Assets, comprise all of the property and assets used in the conduct and operation of the Hospital as of the date of this Agreement. The Assets also include all assets acquired by Seller between the Balance Sheet Date and the Closing that are not otherwise Excluded Assets.

2.2 Excluded Assets. The following items which are related to the Assets are not intended by the parties to be a part of the sale and purchase contemplated hereunder and are excluded from the Assets (collectively, the "Excluded Assets"):

(a) restricted and unrestricted cash and cash equivalents, including cash, cash accounts (regardless of whether such accounts are serving as collateral for secured debt), marketable securities and certificates of deposit, and including any such cash or cash equivalents which are derived from gifts, grants, bequests and donations held in trust for charitable purposes, utility deposits and deposits made with respect to Excluded Contracts;

(b) Seller's corporate record books, minute books and tax records, and any other records which Seller is required to retain by Law (copies of which shall be given to Buyer), but only to the extent that such books and records cannot be transferred to Buyer if Buyer agrees to grant Seller access to such books and records and to maintain them for the period required by Law;

(c) all Inventory disposed of or exhausted prior to the Effective Time in the ordinary course of business;

(d) items of Personal Property transferred or disposed of in accordance with Section 7.3;

(e) all amounts due to Seller from any other Person affiliated with Seller that, in any such case, is disclosed on Schedule 2.2(e);

(f) all assets, rights and funds in connection with any Benefit Plan;

(g) all of Seller's insurance proceeds arising in connection with the Hospital prior to the Closing;

(h) the Excluded Contracts;

(i) the rights to settlements and retroactive adjustments, if any, whether arising under any seller cost report, whether open or closed, arising from or against the United States government or any state government under the terms of the Medicare, Medicaid and TRICARE programs, and against any third-party payor programs which settle upon a basis other than an individual claims basis;

(j) the Accounts Receivables;

(k) Seller's Causes of Action (other than Assigned Causes of Action); and

(l) Seller's rights pursuant to this Agreement.

2.3 Assumed Liabilities. As of Closing, Buyer agrees to assume the future payment and performance of the following liabilities of Seller (collectively, the "Assumed Liabilities"):

(a) obligations arising out of and relating to the period after the Closing under the Assumed Contracts, excluding any Cure Amounts which shall be satisfied by Seller pursuant to Section 365 of the Bankruptcy Code; and

(b) intentionally omitted.

Buyer shall not be liable for (i) any claims arising from Seller's assignment and Buyer's assumption of the Assumed Liabilities, (ii) uncured defaults in performance of the Assumed Liabilities for periods prior to Closing, and/or (iii) unpaid amounts in respect of the Assumed Liabilities that are past due as of Closing in accordance with the terms of the obligation.

2.4 Excluded Liabilities. It is expressly agreed that the sale of the Assets shall be free and clear of all Liens (other than the Assumed Liabilities) to the fullest extent of Section 363 of the Bankruptcy Code and under no circumstance shall Buyer be obligated to pay or assume, and none of the Assets shall be or become liable for or subject to, any liability of Seller and its respective affiliates, including the following, whether fixed or contingent, recorded or unrecorded, known or unknown, and whether or not set forth on the Schedules hereto (collectively, the "Excluded Liabilities"):

(a) any obligation or liability accruing, arising out of, or relating to acts or omissions of any Person in connection with the Assets or the operation of the Hospital prior to the Closing;

(b) any obligation or liability accruing, arising out of, or relating to any act or omission by Seller, any of its respective affiliates or any of its respective employees, medical staff, agents, vendors or representatives, before or after the Closing;

(c) any obligation or liability accruing, arising out of, or relating to any breach of or default under any Assumed Contract by Seller or any of its affiliates prior to Closing;

(d) any obligation or liability accruing, arising out of, or relating to any Excluded Contract;

(e) any liability or obligation for severance with respect to employees or leased employees of Seller or its affiliates;

(f) any obligation or liability accruing, arising out of, or relating to any federal, state or local investigations, claims or actions with respect to acts or omissions (or suspected or alleged acts or

omissions) of Seller, any of its affiliates or any of their respective employees, medical staff, agents, vendors or representatives prior to the Closing;

(g) any civil or criminal obligation or liability accruing, arising out of, or relating to any acts or omissions of Seller, any of its affiliates or any of their respective directors, officers, employees and agents claimed to violate any Laws;

(h) any liabilities of Seller or any of its affiliates for (i) capital lease obligations and other similar liabilities or guarantees of Seller, (ii) indebtedness for borrowed money, (iii) credit balances; (iv) escheat obligations; or (v) accounts payable and other current liabilities;

(i) any liabilities or obligations of Seller or any of its affiliates of every kind and nature, known and unknown, arising under the terms of the Medicare, Medicaid, TRICARE or any other third-party payor programs or health insurers, in respect of, arising out of or as a result of (i) periods prior to and up to the Closing, or (ii) the consummation of the transactions contemplated hereby, including claims, setoffs or recoupments for overpayments or other excessive reimbursement or non-covered services or any penalties or sanctions relating thereto and (iii) any liability of Seller under, arising prior to or relating to any period prior to the Closing from any risk pools and other risk sharing agreements established in connection with any managed care contract that is an Assumed Contract;

(j) (i) all liabilities or obligations for Taxes of or assessments against Seller or its respective affiliates in respect of any period (or portion thereof) ending on or prior to the Closing Date or resulting from the consummation of the transactions contemplated hereby, (ii) all liabilities or obligations for Taxes relating to the operation of the Hospital or the ownership of the Assets for any period (or portion thereof) ending on or prior to the Closing Date, and (iii) all Transfer Taxes, if any, relating to the sale and the transactions provided for hereby;

(k) (i) any liability with respect to Seller's employees or leased employees relating to periods prior to the Closing, including liability for (A) any compensation, benefits, pension, profit sharing, deferred compensation, or any other employee health and welfare benefit plans, paid time off, liability for any EEOC claim, wage and hour claim, unemployment compensation claim or workers' compensation claim or personnel policy, including those relating to any termination of employment, and all employee wages and benefits, or (B) any payroll taxes; or (ii) any liability arising under the WARN Act;

(l) liabilities for expenses incurred by Seller incidental to the preparation of this Agreement, the preparation or delivery of materials or information requested by Buyer, or the consummation of the transactions contemplated hereby, including all broker, counsel and accounting fees or any account payable which is attributable to legal and accounting fees and similar costs incurred by Seller which are directly related to the sale of any of the Assets;

(m) liabilities arising from or in connection with (i) any Order, (ii) the violation of any Law, (iii) the violation of any Medicare, Medicaid or TRICARE program integrity or compliance agreement involving Seller, its affiliates, or relating to or arising in connection with the use, operation, ownership or possession of the Assets or the Hospital;

(n) liabilities attributable to any of the Excluded Assets; and

(o) any other liability, fixed or contingent, known or unknown, relating to or arising out of the ownership, operation or use of the Hospital or the Assets prior to the Closing.

2.5 Purchase Price.

(a) The consideration to be paid by Buyer for the Assets shall be an amount equal to Nineteen Million Dollars (\$19,000,000) (the "Purchase Price")

(b) The amount of cash to be delivered to Seller at Closing shall equal an amount equal to the Purchase Price minus (i) the Capital Lease Payoff and minus (iii) Buyer's Deposit (the adjustments described in clauses (i) and (ii) are referred to collectively as the "Purchase Price Adjustments").

(b) Within two (2) Business Days following the execution of this Agreement, Buyer shall pay to First American Title Insurance Company (the "Deposit Agent") whose National Commercial Services office is located at 6363 Poplar Avenue, Suite 434, Memphis Tennessee 38119, attention: Carol Slone an amount equal to One Million Nine Hundred Thousand Dollars (\$1,900,000) (the "Buyer Deposit"), which shall be held in a special interest-bearing escrow account by Deposit Agent pursuant to a deposit agreement in form and substance satisfactory to Seller and Buyer (the "Deposit Agreement"), pending the Closing or termination of this Agreement. If the transaction contemplated hereunder is consummated in accordance with the terms hereof, the Buyer Deposit (including interest earned thereon) shall be credited to the Purchase Price and paid to Seller in accordance with this Agreement. The interest earned on the Buyer Deposit shall become part of the Buyer Deposit and shall be paid to the party entitled to the Buyer Deposit.

2.6 Intentionally Omitted.

2.7 Intentionally Omitted.

2.8 Proration. Within ten (10) days following the Closing Date, Seller and Buyer shall prorate as of the Effective Time, any amounts which become due and payable after the Effective Time with respect to (i) all utilities servicing any of the Assets, including without limitation, water, sewer, telephone, electricity and gas service, and (ii) any ad valorem or personal property taxes.

2.9 Intentionally Omitted.

2.10 Intentionally Omitted.

**ARTICLE III
CLOSING**

3.1 Closing. The consummation of the sale and purchase of the Assets and the other transactions contemplated by and described in this Agreement (the "Closing") shall take place at such location as agreed by the parties following the satisfaction or waiver by the applicable party of the conditions precedent to Closing set forth in Articles VIII and IX hereof or at such later date and/or at such other location as the parties hereto may mutually designate in writing (the "Closing Date"). The Closing shall be deemed to occur at 12:01 a.m., Central Time, on the day immediately following Closing Date or at such other time as shall be mutually agreed upon in writing by the parties hereto (the "Effective Time").

3.2 Actions of Seller at Closing. At the Closing and unless otherwise waived in writing by Buyer, Seller shall deliver to Buyer the following:

- (a) intentionally omitted;
- (b) intentionally omitted;
- (c) the Sale Order, which shall be a Final Order, and shall release all Liens encumbering any of the Assets and shall provide a waiver of any stay of the effective date of the Sale Order;
- (d) a Bill of Sale and Assignment, duly executed by Seller, in substantially the form attached as Exhibit B hereto (the “Bill of Sale”), conveying to Buyer good and marketable title to all tangible assets which are a part of the Assets and valid title to all intangible assets which are a part of the Assets, free and clear of all Liens;
- (e) one or more Assignment and Assumption Agreements, duly executed by Seller, in substantially the form attached as Exhibit C hereto (the “Assignment and Assumption”), conveying to Buyer all of Seller’s right, title and interest in, to and under the Assumed Contracts;
- (f) a non-compete agreement, duly executed by Seller, in substantially the form attached as Exhibit D;
- (g) a DEA power of attorney, duly executed by Seller; in substantially the form attached as Exhibit E;
- (h) certificates of the President or a Vice President of Seller in form and substance satisfactory to Buyer certifying that each and all of the conditions set forth in Article VIII to be satisfied by Seller has been satisfied;
- (i) certificates of incumbency for the officers of Seller executing this Agreement or making certifications for Closing or executing agreements or instruments contemplated hereby dated as of Closing;
- (j) certificates of existence and good standing of Seller from the State of Texas dated the most recent practical date prior to Closing;
- (k) titles to any vehicles included within the Assets duly executed by Seller; and
- (l) such other instruments and documents as are reasonably necessary to satisfy the conditions precedent to Buyer’s obligations hereunder and such other instruments and documents as Buyer reasonably deems necessary to effect the transactions contemplated hereby.

3.3 Actions of Buyer at Closing. At the Closing and unless otherwise waived in writing by the Seller:

- (a) Buyer shall deliver to Seller the following:
 - (i) an amount equal to the Purchase Price less the Purchase Price Adjustment in immediately available funds;
 - (ii) intentionally omitted;
 - (iii) the Bill of Sale, duly executed by Buyer;

(iv) the Assignment and Assumption, duly executed by Buyer;

(v) copies of resolutions duly adopted by the limited partners and general partner of Buyer authorizing and approving Buyer's performance of the transactions contemplated hereby and the execution and delivery of this Agreement and the documents described herein, certified as true and in full force as of Closing by an appropriate officer of Buyer;

(vi) certificates of the general partner of Buyer certifying that each and all of the conditions set forth in Article IX has been satisfied;

(vii) certificates of incumbency for the respective officers of the general partner of the Buyer executing this Agreement or making certifications for Closing or executing agreements or instruments contemplated hereby dated as of Closing;

(viii) certificates of existence and good standing of Buyer from the state of its incorporation or organization, dated the most recent practical date prior to Closing; and

(ix) such other instruments and documents as Seller reasonably deems necessary to effect the transactions contemplated hereby.

(b) In accordance with Schedule 1.1, Buyer shall deliver to the lessors of the capital leases the amounts determined in accordance with such schedule so that the Assets will include the assets that are leased by Seller pursuant thereto.

3.4 Additional Acts.

(a) From time to time after Closing, Seller shall execute and deliver such other instruments of conveyance and transfer, and take such other actions as Buyer reasonably may request, to convey and transfer more effectively full right, title and interest to, vest in, and place Buyer in legal and actual possession of any and all of the Assets.

(b) Seller shall furnish Buyer with such information and documents in its possession or under its control, or which Seller can execute or cause to be executed, as will enable Buyer to prosecute any and all petitions, applications, claims and demands relating to or constituting a part of the Assets. Seller and Buyer shall cooperate with and use their respective commercially reasonable efforts to have their respective former and present directors, officers and employees cooperate with each other party on and after Closing in furnishing information, evidence, testimony and other assistance in connection with any action, Proceeding, arrangement or dispute of any nature with respect to matters pertaining to all periods prior to Closing in respect of the items subject to this Agreement.

(c) Notwithstanding anything else to the foregoing, the Buyer understands and agrees that the Seller is a Debtor in the Bankruptcy Case, and does not anticipate having any assets by which to satisfy any obligations other than those as contemplated in a plan of liquidation confirmed by the Bankruptcy Court.

ARTICLE IV REPRESENTATIONS AND WARRANTIES OF SELLER

As of the date hereof and as of the Closing Date, Seller represents and warrants to Buyer the following:

4.1 Capacity. Seller is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Texas. Seller has the requisite power and authority to enter into this Agreement and the Transaction Documents to which it is a party, to perform its obligations thereunder, to conduct the business of Hospital as now being conducted and to own, operate and lease its properties.

4.2 Powers; Consents; Absence of Conflicts. Seller's execution, delivery and, subject to the entry of the Sale Order, performance of this Agreement and all other agreements referenced herein or ancillary hereto to which Seller is a party, and Seller's consummation of the transactions contemplated hereby or thereby:

(a) are within its limited liability company powers, are not in contravention of Law or of the terms of its Certification of Formation, Amended and Restated Company Agreement or any amendments thereto, and have been duly authorized by all appropriate limited liability company action;

(b) except as set forth on Schedule 4.2(b), do not require any approval or consent of, or filing with, any Governmental Authority which is required by applicable Legal Requirements;

(c) will not violate, or conflict with, or result in a breach of any provision of, or constitute a default (or an event which, with notice or lapse of time or both would constitute a default) under, or result in the termination or in a right of termination or cancellation of, or accelerate the performance required by, or result in the creation of any Lien upon any of the properties of Seller pursuant to any Contract;

(d) will not violate any Law to which Seller or any of the Assets may be subject; and

(e) will not violate any Order to which Seller or any of the Assets may be subject.

4.3 Binding Agreement. This Agreement has been and, subject to the entry of the Sale Order on the Closing Date, all of the agreements and documents to which Seller and its affiliates will be parties in connection with this Agreement will have been, duly executed and delivered by Seller and its affiliates, and will be the valid and legally binding obligation of Seller and its affiliates, enforceable in accordance with their respective terms, except as enforceability may be restricted, limited or delayed by applicable bankruptcy or other laws affecting creditors' rights generally and except as enforceability may be subject to general principles of equity.

4.4 Financial Statements.

(a) Schedule 4.4 includes copies of the following financial statements of the Hospital (the "Financial Statements"):

(i) Unaudited balance sheet (the "Reference Balance Sheet") dated as of the Balance Sheet Date;

(ii) Unaudited income statement for the ___-month period ended on the Balance Sheet Date;

(iii) Unaudited balance sheets, income statements and statements of cash flows for the 2014 fiscal year of the Seller; and

(iv) Audited balance sheets, income statements and statements of cash flows for the fiscal 2013 fiscal year of the Seller.

(b) The Financial Statements are true, complete and accurate in all material respects and fairly present the financial condition and results of operations of the Seller at the respective dates thereof and for the periods referred to. Such audited Financial Statements have been prepared on an accrual basis in accordance with GAAP, applied on a consistent basis throughout the periods indicated, except (with respect to the unaudited Financial Statements) that such unaudited Financial Statements are subject to year-end adjustments (which consist of only (i) normal recurring adjustments that do not have a material adverse effect on such Financial Statements and (ii) any adjustments that may be required as a result of the transactions contemplated hereby) and do not have all of the footnotes required under GAAP. The Financial Statements have been prepared from and are in accordance with the books and records of Seller. Since the Balance Sheet Date, there have occurred no material adverse changes in the business or the financial condition of the Hospital as reflected in such Financial Statements.

4.5 Intentionally Omitted.

4.6 Post-Balance Sheet Results. Except as disclosed on Schedule 4.6, since the Balance Sheet Date, there has not been:

(a) any adverse change in the financial position, assets, liabilities (contingent or otherwise), working capital reserves, income or business of Seller or the Hospital;

(b) any damage, destruction or loss (whether or not covered by insurance) in excess of \$50,000, individually and \$100,000 in the aggregate that adversely affects the Hospital or the Assets;

(c) any increase in the compensation payable or to become payable by Seller to any of its employees or agents, except in ordinary and regular course of business in accordance with existing personnel policies;

(d) any labor dispute, any violation of any Law, or any event or condition of any character adversely affecting the Hospital;

(e) any sale, assignment, transfer or disposition of any item or items of plant, property or equipment of the Hospital having a value (in the aggregate) in excess of \$50,000 (other than Inventory items sold, used or disposed of in the ordinary and regular course of business);

(f) a Lien imposed on any of the Assets;

(g) any rights cancelled or waived in respect of, or the sale, transfer, distribution or disposition of, any of the Assets, except in the ordinary and regular course of business;

(h) any Material Adverse Effect;

(i) any other action taken that was neither in the ordinary course of business nor contemplated by this Agreement; or

(j) any agreement by Seller to do any of the above, whether in writing or otherwise.

4.7 Licenses. The Hospital is duly licensed by the Texas Department of State Health Services as a 54-bed acute care hospital. The ancillary departments located at the Hospital which are

required to be specifically licensed, registered or permitted are duly licensed by the appropriate state agencies. Schedule 4.7 contains an accurate list, summary description and copy of each such license and of all other permits, registrations, franchises owned or held by Seller relating to the ownership, development or operations of the Hospital or the Assets, all of which are now and as of Closing shall be in good standing and not subject to meritorious challenge.

4.8 Medicare Participation; Accreditation. The Hospital is not qualified for participation in the Medicare, Medicaid, TRICARE, or any other governmental payor program (the “Programs”) and does not have a current or valid provider contract with the Programs. The Hospital is not and has not been required to file cost reports with any third-party payor. The Hospital is duly accredited, with no contingencies by the Healthcare Facilities Accreditation Program.

4.9 Regulatory Compliance.

(a) To the Seller’s knowledge, Seller and the Hospital are in compliance with all Legal Requirements.

(b) To the Seller’s knowledge, Seller is not a party to any corporate integrity or other agreements with any Governmental Authority which apply to or are relevant to the transactions contemplated by this Agreement. No employee or independent contractor of the Hospital (whether an individual or entity), or any physician performing services for the Hospital has been excluded from participating in the Programs or any other federal health care program (as defined in 42 U.S.C. § 1320a-7b(f)) during the last five years, nor, to the knowledge of Seller, is any such exclusion threatened or pending. None of the officers, directors, agents or managing employees (as such term is defined in 42 U.S.C. § 1320a-5(b)) of Seller has been excluded from the Programs or any other federal health care program (as defined in 42 U.S.C. § 1320a-7b(f)), been subject to sanction pursuant to 42 U.S.C. § 1320a-7a or 1320a-8, or been convicted of a crime described at 42 U.S.C. § 1320a-7b, nor, to the knowledge of Seller, is any such exclusion, sanction or conviction threatened or pending. Seller has not been excluded from the Programs or any other federal health care program (as defined in 42 U.S.C. §1320a-7b(f)).

(c) To the Seller’s knowledge, except as permitted by applicable Law, none of Seller or its affiliates, nor any director, officer or employee of any of the foregoing or any agent acting on behalf of or for the benefit of any of the foregoing, is directly or indirectly a party to any contract, lease agreement or other arrangement (including but not limited to any joint venture or consulting agreement) with any physician, physical or occupation therapist, health care facility, hospital, nursing facility, home health agency or other person who is in a position to make or influence referrals to or otherwise generate business with respect to Seller, to provide services, lease space, lease equipment or engage in any other venture or activity.

4.10 Legal Proceedings; Orders. Schedule 4.10 contains an accurate list of and summary description of all material litigation with respect to the Sellers, the Hospital, Assets or the Bankruptcy Case to the Seller’s knowledge. Except as set forth in Schedule 4.10(a), there is no Proceeding pending or, to Seller’s knowledge, threatened by or against Seller or any of its affiliates or that otherwise relates to or may materially affect the Hospital, or any of the Assets or that challenges, or that may have the effect of preventing, delaying, making illegal or otherwise interfering with, any of the transactions contemplated by this Agreement. Except as set forth on Schedule 4.10(b), there is no Order against Seller, the Hospital or any of their affiliates.

4.11 Medical Staff Matters. Seller has provided to Buyer true, correct and complete copies of the bylaws and rules and regulations of the medical staff of the Hospital. There are no pending or, to

Seller's knowledge, threatened disputes between the Hospital and applicants for medical staff privileges, medical staff members or allied health professionals, and all appeal periods in respect of any medical staff member or applicant against whom an adverse action has been taken by the Hospital have expired. Schedule 4.11 sets forth a complete and accurate list of the name, address, telephone number and medical specialty of each current member of the medical staff of the Hospital.

4.12 Contracts. Schedule 4.12 includes a complete and accurate list of all Contracts and, with respect to each Contract, a listing or description of the parties thereto and the remaining term thereof. Any Contract that will not be assigned to or assumed by Buyer in connection with the transactions contemplated by this Agreement, or which includes a party that is a physician or other referral source, is clearly identified as such in Schedule 4.12. Seller has delivered or otherwise made available to Buyer true and complete copies of all Contracts. In addition to the foregoing, to the Seller's knowledge:

(a) The Contracts constitute valid and legally binding obligations of the Seller and, to Seller's knowledge, the other parties thereto and are enforceable in accordance with their terms, except as enforceability may be restricted, limited or delayed by applicable bankruptcy or other laws affecting creditors' rights generally and except as enforceability may be subject to general principles of equity.

(b) Each Contract constitutes the entire agreement by and between the respective parties thereto.

(c) Each party to each Contract is in compliance with the terms of the applicable Contract, and no condition exists or event has occurred (or failed to occur) which, alone or with the giving of notice, the lapse of time or both would constitute a default under any of the Contracts. Each Contract is now and will be upon and after the Closing Date in full force and effect without default on the part of the parties thereto.

(d) Other than as set forth on Schedule 4.12, no Contract contains any non-competition agreement, take-or-pay arrangement or other term that requires the Hospital to deal exclusively with a particular party with respect to particular goods or services.

4.13 Inventory. Substantially all Inventory is of a quality and quantity usable and salable in the ordinary course of business of the Hospital. The Hospital's inventory level is and at Closing will be maintained at normal levels in accordance with the past practices of the Hospital.

4.14 Personal Property. Except as disclosed on Schedule 4.14, since the Balance Sheet Date, Seller has not sold or otherwise disposed of any item or items of plant, property or equipment having a value (individually or in the aggregate) in excess of \$50,000 (other than Inventory items sold, used or disposed of in the ordinary course of business). As of the Closing, all Personal Property will be free and clear of any Lien other than Permitted Liens. No Person other than Seller owns any Personal Property situated on the Real Property, except for (i) items leased by Seller or improvements to items leased by Seller pursuant to a lease agreement identified on Schedule 4.12, (ii) furniture and equipment owned or leased by physicians leasing space in the Hospital pursuant to a lease agreement identified on Schedule 4.12; (iii) personal property of Hospital employees, patients or visitors, and (iv) other items with an aggregate value of less than \$10,000. The Personal Property included in the Assets constitutes all personal Property used in the conduct of the business of the Hospital.

4.15 Real Property. Seller does not own any fee simple title to any Real Property. Seller's only interest in Real Property is the Hospital Lease, MOB Unit Lease and the subleases pursuant thereto.

4.16 Intellectual Property, Computer Software. Except as set forth on Schedule 4.16, Seller has the right to use, free and clear of any royalty or other payment obligations, claims of infringement or Liens, (a) all marks, names, trademarks, service marks, patents, patent rights, assumed names, logos, trade secrets, copyrights, trade names and service marks used in the conduct of the business of the Hospital and (b) all computer software, programs and similar systems used in the conduct of the business of the Hospital. The Hospital is not in conflict or in violation or infringement of, nor has Seller or any of its affiliates received any notice of any claim or assertion thereof by any other Person with respect to any intellectual property. To Seller's knowledge, no other Person is in conflict with or in violation or infringement of any such items of intellectual property or computer software, programs or similar systems or any Contracts with respect thereto.

4.17 Condition and Sufficiency of Assets. The Assets are being sold and transferred to Buyer on a "WHERE IS" and, as to condition, "AS IS" basis subject to the representations and warranties herein and the findings and conclusions of Law in the Sale Order, provided, however, that to the extent the Sale Order and this Agreement conflict, the Sale Order controls. Except as set forth on Schedule 4.17, the Assets constitute all of the real, personal and intangible property of every kind and nature whatsoever owned, leased, held or used by Seller in connection with the operation of the Hospital.

4.18 Insurance. Schedule 4.18 includes a complete and accurate list and description of the insurance policies covering the ownership and operations of the Assets and the Hospital, which Schedule reflects the policies' numbers, terms, identity of insurers, amounts and type of coverage. Seller maintains its professional liability coverage on a claims made basis. All of such policies are now and shall be until Closing in full force and effect with no premium arrearages.

4.19 Benefit Plans. Seller has not contributed to any Benefit Plan that, as a result of the consummation of the transactions contemplated hereby or otherwise, may result in any liability to Buyer or its affiliates.

4.20 Employee Relations. Whether in connection with the operation or its business or otherwise, Seller has no employees.

4.21 Special Funds. None of the Assets are subject to any liability in respect of amounts received by Seller or its affiliates for the purchase or improvement of the Assets or any part thereof under restricted or conditioned grants or donations.

4.22 Taxes. Seller has filed all Tax Returns required to be filed by it (all of which are true and correct) except as otherwise noted in Schedule 4.22(a). All Taxes due and owing by Seller (whether or not shown on any Tax Return) have been paid. There are no liens for Taxes on any of the Assets except as otherwise noted in Schedule 4.22(b). Seller has not waived any statute of limitations in respect of Taxes or agreed to any extension of time with respect to a tax assessment or deficiency. Seller is not currently the beneficiary of any extension of time within which to file any Tax Return. Seller has withheld and paid all Taxes required to have been withheld and paid in connection with amounts paid or owing to any employee, independent contractor, creditor, or other third party, and all Internal Revenue Service Forms W-2 and 1099 required with respect thereto have been properly completed and timely filed except as otherwise noted in Schedule 4.22(c). All persons who have provided services to Seller and have been classified by Seller as independent contractors for Tax purposes were properly classified. There is no dispute or claim concerning any Tax liability of Seller either (i) claimed or raised by any Governmental Authority or (ii) as to which Seller has knowledge based upon personal contact with any agent of such Governmental Authority. None of the Assets is an ownership interest in a joint venture, partnership or other arrangement or contract that could be treated as a partnership for federal income tax

purposes. Seller has not taken, and will not take, any action in respect of any Taxes (including any withholdings required to be made in respect of employees) which may have an adverse impact upon the Hospital or the Assets as of or subsequent to Closing. Seller is treated as a partnership/disregarded entity for federal income Tax purposes. Seller has no liability for any Taxes relating to the Assets or the Hospital of any other person as a transferee or successor, by contract, or otherwise that will not be paid from the Purchase Price. No Tax Return relating to the Assets or the Hospital that was filed by Seller contains, or was required to contain (in order to avoid a penalty, and determined without regard to the effect of post-filing disclosure), a disclosure statement under Code Section 6662.

4.23 Payments. To the Seller's knowledge, except in compliance with applicable Legal Requirements, none of Seller, nor any director, officer or employee of any of the foregoing or any agent acting on behalf of or for the benefit of any of the foregoing, has directly or indirectly (a) offered, paid or received any remuneration, in cash or in kind, to or from, or made any financial arrangements with, any past, present or potential customers, suppliers, patients, physicians, contractors, third-party payors or any other Person in exchange for business or payments from such Person; (b) given or agreed to give, received or agreed to receive, or is aware that there has been made or that there is any agreement to make, any gift or gratuitous payment of any kind, nature or description (whether in money, property or services) to any past, present or potential customers, suppliers, physicians, contractors, third-party payors or any other Person in exchange for business or payments from such Person; (c) made or agreed to make, or is aware that there has been made or that there is any agreement to make, any contribution, payment or gift of funds or property to, or for the private use of, any governmental official, employee or agent; (d) established or maintained any unrecorded fund or asset for any improper purpose or made any misleading, false, or artificial entries on any of its books or records for any reason; (e) made, or agreed to make, or is aware that there has been made or that there is any agreement to make, any improper payment to any Person; (f) made any payment for or agreed to make any payment for any goods, services, or property in excess of fair market value; (g) made or caused to be made a false statement or representation of a material fact in any application for any benefit or payment; (h) made or caused to be made any false statement or representation of a material fact for use in determining rights to any benefit or payment; (i) presented or caused to be presented a claim for reimbursement for services under the Programs or other healthcare programs that is for an item or service that is known or should be known to be not provided as claimed, not provided in accordance with applicable Law, or false or fraudulent; (j) failed to disclose knowledge by a claimant of the occurrence of any event affecting the initial or continued right to any benefit or payment; (k) offered, paid, solicited, or received any remuneration (including any kickback, bribe or rebate), overtly or covertly, in cash or in kind in return for referring an individual to a Person for the furnishing or arranging for the furnishing of any item or service for which payment may be made in whole or in part by the Programs or other healthcare programs or in return for purchasing, leasing or ordering any good, facility, service, or item for which payment may be made in whole or in part by the Programs or other healthcare programs; (l) made or caused to be made or induced or sought to induce the making of any false statement or representation (or omitted to state a material fact required to be stated therein) in order that the hospital may qualify for Program or other healthcare program certification; or (m) charged for any Program service, money or other consideration in excess of the rates established by Law. Notwithstanding the foregoing, out of an abundance of caution, the vendors listed on Schedule 4.23 are affiliated with physicians who perform procedures at the Hospital and who have received payments from the Seller.

4.24 Affiliate Transactions. Except as set forth in Schedule 4.23 or 4.24, to the knowledge of Seller:

(a) no Associate of Seller, directly or indirectly (i) owns any interest in any corporation, partnership, proprietorship or other entity which sells products or services to or purchases

products or services from the Hospital; or (ii) holds a beneficial interest in any contract or agreement relating to the Hospital to which Seller is a party or by which Seller or any of the Assets is bound; and

(b) no affiliate of Seller is indebted to Seller.

4.25 Environmental. Except as set forth in Schedule 4.25, to the knowledge of the Seller:

(a) the operations and properties of each of the Hospital and Seller are and at all times have been in compliance with the Environmental Laws, which compliance includes but is not limited to the possession by each of the Hospital and Seller of all permits and governmental authorizations required under applicable Environmental Laws, and compliance with the terms and conditions thereof.

(b) each of the Hospital and Seller has not treated, stored, managed, disposed of, transported, handled, released, or used any Materials of Environmental Concern except in the ordinary course of its business and in compliance with all Environmental Laws;

(c) there are no Environmental Claims pending or threatened against any of the Hospital or Seller, and to Seller's knowledge, no circumstances exist which could reasonably be expected to lead to the assertion of an Environmental Claim against any of the Hospital or Seller;

(d) there are no off-site locations where any of the Hospital or Seller has stored, disposed or arranged for the disposal of Materials of Environmental Concern, and none of the Hospital or Seller has been notified in writing that it is a potentially responsible party at any such location under any Environmental Laws;

(e) neither the Hospital nor the Seller has assumed or undertaken or otherwise become subject to any liability or corrective, investigatory or remedial obligation of any other person relating to any Environmental Law; and

(f) there are no underground storage tanks located on property owned, leased or operated by any of the Hospital or Seller or on any property adjacent to property owned, leased or operated by any of the Hospital or Seller; there is no asbestos-containing material (as defined under Environmental Laws) contained in or forming part of any building, building component, structure or office space owned, leased or operated by any of the Hospital or Seller; and there are no PCBs or PCB-containing items contained in or forming part of any building, building component, structure or office space owned, leased or operated by any of the Hospital or Seller.

4.26 HIPAA Matters.

(a) The Seller has not received notice of any violation of the administrative simplification section of the HIPAA, the Federal Privacy Regulations, the Federal Transaction Regulations or applicable state privacy laws.

(b) To the extent Seller directly or indirectly conducts Transactions (as defined in the Federal Transaction Regulations) using Electronic Media (as defined in the Federal Transaction Regulations) with another covered entity, such Transactions use and will use the standards mandated by the Federal Transaction Standards (as defined in the Federal Transaction Regulations).

(c) Complete and accurate copies of Seller's policies relating to the privacy of its patient's Protected Health Information (as defined in the Federal Privacy Regulations) have been provided to Buyer. To the Seller's knowledge, each such policy relating to the privacy of patient's

Protected Health Information complies with the Federal Privacy Regulations and applicable state privacy laws. Seller has provided its patients with a privacy notice that contains all of the requirements of 45 C.F.R. Section 164.520(b) at the times required by 45 C.F.R. Section 164.520(c) and has documented compliance with the foregoing requirements. An accurate copy of Seller's privacy notice and any policy relating thereto, or the most recent draft thereof, has been furnished to Buyer. Seller's and its employees, volunteers, trainees, and other persons whose conduct, in the performance of work for Seller, is under the direct control of such entity (collectively, the "Workforce") has only Used (as defined in the Federal Privacy Regulations) or Disclosed (as defined in the Federal Privacy Regulations) Protected Health Information in accordance with its privacy notices, and privacy policies relating to Protected Health Information and the Federal Privacy Regulations. An accurate and complete list of all HIPAA-related complaints filed against or with Seller is provided in Schedule 4.26.

(d) Intentionally omitted.

(e) To Seller's knowledge, Seller has provided its patients the right to inspect, obtain a copy of, amend, receive an accounting of the disclosures, request an alternative means of disclosure and alternative locations for disclosure of Protected Health Information in accordance with the Federal Privacy Regulations. To the extent that Seller has agreed to additional restrictions on the use or disclosure of Protected Health Information requested by a patient, the Seller has complied with such requests.

(f) Complete and accurate copies of all the form of agreements (collectively, "Business Associate Agreements") between Seller and a Business Associate (as defined in the Federal Privacy Regulations) have been furnished to Buyer. Seller is not aware of any breach by a Business Associate of any Business Associate Agreement or any violation by a Business Associate of HIPAA, the Federal Transaction Regulations, the Federal Privacy Regulations, or the Federal Security Regulations.

(g) To the Seller's knowledge, the Seller has not had a Breach of Unsecured Protected Health Information, as such term is defined in 45 C.F.R. Section 164.402 and excluding trivial incidents that occur on a daily basis, such as scams, "pings", or unsuccessful attempts to penetrate computer networks or servers. Seller has not received any written complaints alleging a violation of any Law relating to the privacy and security of personal information, including HIPAA and the regulations promulgated thereunder, received during the 24 month preceding the date hereof.

4.27 Brokers and Finders. Other than Houlihan Lokey, who is to be paid by Seller out of the proceeds of this transaction and not by Buyer, neither Seller nor any affiliate thereof nor any employee, officer or director thereof has engaged any finder or broker in connection with the transactions contemplated hereby.

4.28 Statements True and Correct. This Agreement and all other documents and information furnished to Buyer and Buyer's representatives by Seller pursuant hereto do not and will not include any untrue statement of a material fact or omit to state any material fact necessary to make the statements made and to be made not misleading.

ARTICLE V REPRESENTATIONS AND WARRANTIES OF BUYER

As of the date hereof and as of the Closing Date, Buyer represents and warrants to Seller the following:

5.1 Capacity. Buyer is a limited partnership duly organized, validly existing and in good standing under the laws of the State of Texas. Buyer has the requisite power and authority to enter into this Agreement and the Transaction Documents to which it is a party, perform its obligations hereunder and to conduct its businesses as now being conducted.

5.2 Powers; Consents; Absence of Conflicts With Other Agreements. Buyer's execution, delivery and performance of this Agreement and all other agreements referenced in or ancillary hereto to which Buyer is a party, and Buyer's consummation of the transactions contemplated hereby or thereby:

(a) are within Buyer's powers and are not in contravention of the terms of either Buyer's Certificate of Limited Partnership or Limited Partnership Agreement and have been approved by all requisite limited partnership action;

(b) except as set forth in Schedule 5.2(b), do not require any approval or consent of, or filing with, any Governmental Authority which is required by applicable Legal Requirements;

(c) will not violate any Law to which Buyer may be subject;

(d) will not violate any Order to which Buyer may be subject; and

(e) will not render Buyer insolvent or otherwise unable to pay its debts as they become due.

5.3 Binding Agreement. This Agreement has been and, at the Effective Time, all of the agreements and documents to which Buyer is a party in connection with this Agreement will have been duly executed and delivered by Buyer, and will be the valid and legally binding obligation of Buyer, enforceable in accordance with their respective terms except as enforceability may be restricted, limited or delayed by applicable bankruptcy or other laws affecting creditors' rights generally and except as enforceability may be subject to general principles of equity

5.4 Legal Proceedings. There is no Proceeding or Order pending or, to the knowledge of Buyer, threatened against or affecting Buyer or any of its properties or rights that challenges or may otherwise have the effect of preventing, delaying, making illegal or otherwise interfering with any of the transactions contemplated by this Agreement. To the knowledge of Buyer, no event has occurred or circumstance exists that may give rise to a basis for such a proceeding.

5.5 Brokers and Finders. Neither Buyer nor any affiliate thereof nor any employee, officer or director thereof has engaged any finder or broker in connection with the transactions contemplated hereby.

ARTICLE VI COVENANTS OF SELLER

6.1 Information. Notwithstanding anything to the contrary contained in this Agreement, the Assets are being sold and transferred to Buyer on a "WHERE IS" and, as to condition, "AS IS" basis subject to the representations and warranties herein and the findings and conclusions of Law in the Sale Order; provided, however, that to the extent this Agreement and the Sale Order conflict, the terms of the Sale Order control. Between the date of this Agreement and the earlier of the Closing Date or the termination of this Agreement, to the extent permitted by applicable Legal Requirements, Seller

shall afford to the officers and authorized representatives and agents of Buyer full and reasonable access to and the right to inspect the properties, books and records of Seller relating to the Hospital and the Assets; shall furnish Buyer with such additional financial and operating data and other information as to the business and properties of Seller relating to the Assets as Buyer may from time to time reasonably request and will furnish to Buyer's officers, directors, employees, agents, counsel, accountants, financial advisors, consultants and other representatives full access, upon reasonable prior notice and during normal business hours, to the officers, employees and agents of Seller who have responsibility for the business of the Hospital and to the Assets. Buyer's right of access and inspection shall be made in such a manner as not to interfere with the operations of the Hospital. In this regard, Buyer agrees that no such inspection shall take place and no employees or other personnel at the Hospital shall be contacted by Buyer or Buyer's representatives without first obtaining approval from Houlihan Lokey. Notwithstanding the foregoing, Buyer understands that (x) with respect to documents and information deemed by Seller in good faith to be market sensitive or competitive in nature, (1) Seller will identify such documents and information to Buyer, (2) if requested by Buyer, Seller will provide such documents and information to Buyer's outside attorneys and accountants (who will be bound by confidentiality agreements) for their review, and (3) any report by such attorneys and accountants to Buyer with respect to such documents and information will be in writing and subject to prior review and reasonable approval by Seller to confirm that any market sensitive or competitive information is not made available to Buyer, (y) litigation and other materials (including internal/external legal audit letters or reviews, PRO information, National Data Bank reports, quality review information and other physician specific confidential information, and all information relating to the governmental investigation of Seller) that are deemed privileged or confidential by Seller will not be made available to Buyer, and (z) Seller shall not be obligated to generate or produce information in any prescribed format not customarily produced by Seller.

6.2 Operations. From the date hereof until the Closing Date, Seller will:

- (a) carry on the business of the Hospital in substantially the same manner as conducted heretofore and confer with Buyer concerning operational matters of a material nature;
- (b) maintain the Assets and all parts thereof in as good working order and condition as at present, ordinary wear and tear excepted;
- (c) perform all of Seller's obligations under the Assumed Contracts;
- (d) take all actions which will be necessary and appropriate to (i) vest good and marketable title to all tangible assets and valid title to all intangible assets associated with or employed in the business of the Hospital in Buyer (other than Excluded Assets) and (ii) render title to the Assets free and clear of all Liens and to obtain appropriate releases, consents, estoppels and other instruments as Buyer may reasonably request;
- (e) keep in full force and effect present insurance policies or other comparable insurance;
- (f) use commercially reasonable efforts to maintain and preserve the Hospital and its business intact, retain Seller's present leased employees and maintain relationships with physicians, suppliers, customers and others having relations with the Hospital and to take such actions as are necessary to cause the smooth, efficient and successful transition of such business operations and employee and other relations to Buyer as of Closing; and

(g) permit and allow reasonable access by Buyer to make offers of post-Closing employment to any Hospital personnel, which personnel shall be allowed to accept such offers without penalty, competing offer or interference, and to establish relationships with physicians and others having business relations with the Hospital.

6.3 Negative Covenants. From the date hereof to the Closing Date, Seller will not:

(a) amend or terminate any of the Assumed Contracts, enter into any new Contract, or incur or agree to incur any liability, except in the ordinary and regular course of business;

(b) increase compensation payable or to become payable or make a bonus payment to or otherwise enter into one or more bonus agreements with any leased employee or agent, except in the ordinary course of business in accordance with existing policies;

(c) create, assume or permit to exist any new Lien upon any of the Assets whether now owned or hereafter acquired other than Liens incurred in connection with any debtor in possession financing in the Bankruptcy Case to the extent that such financing (and related Liens) will be discharged and released at the Closing;

(d) sell, assign or otherwise transfer or dispose of any property, plant or equipment (other than supplies), except in the ordinary and regular course of business with comparable replacement thereof; and

(e) take any action outside the ordinary and regular course of business.

6.4 Notice. Seller shall promptly notify Buyer in writing of any Material Adverse Effect suffered by Seller after the date hereof and prior to the Closing and any unexpected emergency or other unanticipated adverse change in the Hospital and of any Governmental Authority complaints, investigations or adjudicatory proceedings (or communications indicating that the same may be contemplated) or of any other such matter and shall (a) keep Buyer fully informed of such events and (b) permit Buyer's representatives to participate in all discussions relating thereto.

6.5 Regulatory Approvals. Between the date of this Agreement and the Closing Date, Seller shall (a) use its commercially reasonable efforts to obtain as promptly as practicable, all approvals, authorizations and clearances of Governmental Authorities, required to consummate the transactions contemplated hereby; (b) provide such other information and communications to such Governmental Authorities as they may reasonably request; and (c) cooperate with Buyer in obtaining, as soon as practicable, all approvals, authorizations and clearances of Governmental Authorities required of Buyer to consummate the transactions contemplated hereby.

6.6 Intentionally Omitted.

6.7 Assignment of Omitted Contracts. No later than three (3) Business Days prior to the Sale Hearing, Seller will prepare and deliver to Buyer a list of Contracts into which it has entered between the date of this Agreement and the Closing Date, which agreements Buyer may elect to assume or reject at its option.

6.8 Bankruptcy Court Approval; Executory Contracts.

(a) Seller shall use its best efforts to gain approval by the Bankruptcy Court of the purchase and sale of the Assets contemplated hereby to the fullest extent required by Section 363 and other applicable provisions of the Bankruptcy Code within the terms of the Sale Procedure Order as it may be amended in a form and substance acceptable to Buyer. Immediately following the execution and delivery of this Agreement, Seller shall file a motion with the Bankruptcy Court (or, if permitted, provide notice) to amend the time periods by which certain actions are required to occur in the Sales Procedure Order, as may be amended from time to time, provided that such proposed amendment or notice shall be in form and substance satisfactory to Buyer in its sole discretion. Thereafter, the Sales Procedure Order shall only be amended with the approval of Buyer, which approval may be granted or withheld in Buyer's sole discretion.

(b) This Agreement shall be subject to the Sale Procedure Order and the Sale Order. Buyer acknowledges and agrees that if Buyer is not the high bidder for the Assets pursuant to the Sale Procedure Order, the Assets shall not be sold to Buyer and this Agreement shall terminate with no liability to Seller except as otherwise set forth in this Agreement. Notwithstanding the foregoing, pursuant to the Sales Procedures Order, in the event Buyer is designated as the "Back-Up Bidder" under the Sales Procedures Order, Buyer shall remain ready, willing and able to close the transaction contemplated in this Agreement under the terms of Buyer's last Qualified Bid until the Successful Bidder has closed the transaction. In the event the Successful Bidder fails to close, and Buyer is then designated as the Successful Bidder, Buyer shall close the transaction contemplated under this Agreement.

(c) From the Purchase Price, Seller shall satisfy all Cure Amounts as of the Closing Date, if any required pursuant to Section 365(b)(1)(A) and pursuant to any Bankruptcy Court order with respect to any Assumed Contract.

(d) The parties agree and acknowledge that the Excluded Contracts shall be treated as "rejected" pursuant to the Bankruptcy Code for the purposes of the auction conducted pursuant to the Sales Procedure Order. Debtor shall have no further rights or remedies under such rejected Contract (including possession) such that the practical effect of the rejection of the Contract shall be that the contract with respect to the debtor's rights and remedies will be that the Contract has been effectively terminated.

6.9 Financial Statements. Within twenty (20) Business Days following the end of each calendar month prior to the Closing Date, Seller shall deliver to Buyer true and complete copies of Seller's Monthly Operating Reports. Such financial statements shall be true, correct and complete in all material respects, shall have been prepared from and in accordance with Seller's books and records, shall fairly present the financial position and results of operations of the Hospital as of the date and for the period indicated.

6.10 Closing Conditions. Between the date of this Agreement and the Closing Date, Seller shall use its commercially reasonable efforts to cause the conditions specified in Articles VIII and IX hereof over which Seller or any of its affiliates have control to be satisfied as soon as reasonably practicable, but in all events on or before the Closing Date.

6.11 Tail Insurance. Seller, at its sole cost and expense, will obtain supplemental insurance policies (the "Tail Policies") providing for extended reporting periods for claims made after the Closing in respect of events occurring prior to or as of the Closing, in form and substance reasonably acceptable to Buyer, to insure against professional and general liabilities of Seller relating to all periods prior to the

Closing and to have the effect of converting Seller's current professional and general liability insurance into "occurrence based" coverage. Buyer shall be named an additional insured under all such Tail Policies. Such "tail coverage" shall extend for an indefinite period of time and shall provide minimum coverage per occurrence and in the aggregate acceptable to Buyer. Seller shall deliver to Buyer evidence of Seller's purchase of the Tail Policies at least five (5) Business Days prior to the Closing.

6.12 Change of Name. As of the Closing Date, Seller shall take all action necessary to change its name to a name that is not similar to, or confusing with, the fictitious names identified in Section 2.1 and terminate its right to use such trade names so as to permit Buyer to use such trade names as of Closing. Additionally, Seller shall take such actions and execute such document as may be necessary for Buyer to make appropriate assumed name filings in order to evidence and protect Buyer's right to use such trade names in connection with the operation of the Hospital after Closing.

ARTICLE VII COVENANTS OF BUYER; ADDITIONAL AGREEMENTS

7.1 Confidentiality. The parties agree and acknowledge that the terms and conditions of that certain Buyer shall, and shall use its commercially reasonable efforts to cause its employees, representatives and agents to, hold in confidence, as if it were confidential information of Buyer, all Confidential Information, unless compelled to disclose such information by judicial or administrative process or, in the opinion of counsel, by other Legal Requirements, and Buyer shall not disclose Confidential Information to any Person, except as otherwise may be reasonably necessary to carry out the transactions contemplated by this Agreement, including any information reviewed or discovered in connection with its due diligence review. If this Agreement is terminated, then upon Seller's written request, Buyer shall within twenty (20) days return or cause to be returned to Seller all documents and all copies thereof furnished by Seller and held by Buyer, its representatives or agents containing such Confidential Information. Buyer recognizes that any breach of this Section would result in irreparable harm to Seller and that therefore Seller shall be entitled to an injunction to prohibit any such breach or anticipated breach, without the necessity of posting a bond, cash or otherwise, in addition to all of their other legal and equitable remedies.

7.2 Regulatory Approvals. Between the date of this Agreement and the Closing Date, Buyer (a) shall use its commercially reasonable efforts to obtain as promptly as practicable all approvals, authorizations and clearances of Governmental Authorities required of it to consummate the transactions contemplated hereby; (b) shall provide such other information and communications to such Governmental Authorities as they may reasonably request; and (c) shall cooperate with Seller in obtaining, as soon as practicable, all approvals, authorizations and clearances of such Governmental Authorities required of Seller to consummate the transactions contemplated hereby; provided, however, in no event shall Buyer be required to make any undertaking which it reasonably believes would be burdensome to it, any of its affiliates or any of their respective businesses or operations (including the Hospital).

7.3 Closing Conditions. Between the date of this Agreement and the Closing Date, Buyer will use its commercially reasonable efforts to cause the conditions specified in Articles VIII and IX hereof over which Buyer has control to be satisfied as soon as reasonably practicable, but in all events before the Closing Date.

7.4 Allocation of Purchase Price. Buyer shall prepare an allocation of the Purchase Price (and all other capitalized costs) among the Assets in accordance with Section 1060 of the Code and the treasury regulations thereunder (and any similar Law, as appropriate) (the "Allocation"). Such Allocation shall be in accordance with an appraisal to be conducted by an appraiser selected by the parties (the

“Appraiser”). The cost of obtaining such appraisal shall be borne by the Buyer. Such Allocation shall be binding upon Buyer and Seller. Buyer shall deliver the Allocation to Seller within one hundred eighty (180) days after the Effective Time. Buyer and Seller shall report, act and file all Tax Returns (including, but not limited to Internal Revenue Service Form 8594), cost reports and other information filings, to the extent required, in all respects and for all purposes consistent with such Allocation. Seller shall timely and properly prepare, execute, file and deliver all such documents, forms and other information as Buyer may reasonably request to prepare such Allocation, to the extent possible given the existence of the Seller at the time of such request. Neither Buyer nor Seller shall take any position (whether in audits, Tax Returns, or otherwise) which is inconsistent with such Allocation, unless required to do so by applicable Law.

7.5 Post-Closing Access to Information. Seller and Buyer acknowledge that subsequent to Closing each party may need access to information or documents in the control or possession of the other party for the purposes of concluding the transactions herein contemplated, audits, compliance with governmental requirements and regulations, and the prosecution or defense of third-party claims. Accordingly, Seller and Buyer agree that until the later of the seventh anniversary of the Effective Time or the expiration of any applicable statute of limitations pertaining to Medicare, Medicaid, TRICARE or tax matters, to the extent permitted by Law each will make reasonably available to the other’s agents, independent auditors and/or governmental agencies upon written request and at the expense of the requesting party such documents and information as may be available relating to the Assets for periods prior and subsequent to Closing to the extent necessary to facilitate concluding the transactions herein contemplated, audits, compliance with governmental requirements and regulations and the prosecution or defense of claims for so long as Seller remains in existence. In addition, Seller shall make available to Buyer, at Buyer’s cost and expense, upon reasonable notice and during normal business hours, Seller’s books and records to the extent not transferred to Buyer but necessary or of assistance to Buyer in the preparation of cost reports, financial records, Tax Returns or like matters, for so long as Seller remains in existence.

7.6 Preservation and Access to Records After the Closing. After the Closing, Buyer shall, in the ordinary course of business and as required by Law, keep and preserve all medical records and other records of the Hospital, including personnel records required under 29 CFR §1910.1030(h) relating to exposure to blood borne pathogens, existing as of the Closing and which constitute a part of the Assets delivered to Buyer at Closing. Buyer acknowledges that, as a result of entering into this Agreement and operating the Hospital, Buyer will gain access to patient and other information which is subject to rules and regulations concerning confidentiality. Buyer agrees to abide by any such rules and regulations relating to the Confidential Information it acquires. Buyer agrees to maintain the patient records delivered to Buyer at Closing at the Hospital after Closing in accordance with Law, and requirements of relevant insurance carriers, all in a manner consistent with the maintenance of patient records generated at the Hospital after Closing. Upon reasonable notice, during normal business hours, at Seller’s sole cost and expense and upon Buyer’s receipt of appropriate consents and authorizations, Buyer will afford to the representatives of Seller, including its counsel and accountants, full and complete access to, and, as reasonably requested, copies of, the records transferred to Buyer at the Closing (including access to patient records in respect of patients treated by Seller at the Hospital). Any access to the Hospital, its records or Buyer’s personnel granted to Seller in this Agreement shall be upon the condition that any such access not materially interfere with the business operations of Buyer.

7.7 Transition Patients. Immediately prior to the Effective Time, Seller shall prepare cut-off billings for all patients of the Hospital. Seller shall be entitled to bill for and receive all amounts collected in respect of such cut-off billings and Buyer shall have no right thereto.

7.8 Misdirected Payments. Seller and Buyer covenant and agree to remit to the other within five (5) Business Days of receipt any payments received, which payments are on or in respect of accounts or notes receivable owned by (or are otherwise payable to) the other. In addition, in the event of a determination by any governmental or third-party payor that payments to Seller or the Hospital resulted in an overpayment or other determination that funds previously paid by any program or plan to Seller, the Hospital must be repaid, Seller shall be responsible for repayment of said monies (or defense of such actions) if such overpayment or other repayment determination was for services rendered prior to the Effective Time and Buyer shall be responsible for repayment of said moneys (or defense of such actions) if such overpayment determined was for services rendered after the Effective Time. In the event that, following Closing, Buyer suffers any offsets against reimbursement under any third-party payor or reimbursement programs due to Buyer relating to amounts owing under any such programs by Seller or any affiliate of Seller, Seller shall upon written demand from Buyer within five business days pay to Buyer the amounts so billed or offset.

7.9 Employees. Nothing in this Agreement shall obligate or prevent or otherwise subject Buyer to any liability in connection with offering to engage or hire past or present personnel of Seller or FPMC Services, LLC ("Management Company") or their respective affiliates who provided services at or in connection with the business of the Hospital prior to the Closing, whether they be employees, independent contractors or otherwise ("Potential Personnel") of Seller or Management Company or their respective affiliates. Seller shall use its commercially reasonable efforts to cause the Management Company to provide Buyer with copies of the personnel records of such Potential Personnel.

7.10 Seller's Existence Post Closing. The Seller intends to file a plan of liquidation following the Closing. As such, its existence post-Closing is limited. In the event the Seller seeks to destroy or otherwise dispose of records, it agrees to provide 10 days notice to the Buyer of the intent and, to the extent Buyer desires to delay or prevent such disposal, Buyer may, at its sole expense, take possession of such records to be used solely as provided in this Article VII.

ARTICLE VIII CONDITIONS PRECEDENT TO OBLIGATIONS OF BUYER

The obligations of Buyer hereunder are subject to the satisfaction, on or prior to the Closing Date, of the following conditions unless waived in writing by Buyer:

8.1 Representations/Warranties. The representations and warranties of Seller contained in this Agreement which are qualified as to materiality shall be true and correct, and those not so qualified shall be true and correct in all material respects, in each case when made and on and as of the Closing Date as though such representations and warranties had been made on and as of such Closing Date; and each and all of the terms, covenants and conditions of this Agreement to be complied with or performed by Seller prior to or as of Closing pursuant to this Agreement which are qualified as to materiality shall have been duly complied with and performed, and those not so qualified shall have been duly complied with and performed in all material respects.

8.2 Pre-Closing Confirmations. Buyer shall have obtained documentation or other evidence reasonably satisfactory to Buyer that Buyer has:

(a) received approval from all Governmental Authorities whose approval is required to complete the transactions herein contemplated;

(b) received confirmation from the Texas Department of State Health Services as to hospital licensure matters and reasonable confirmation from all other applicable Governmental Authorities that upon Closing all licenses and permits required by Law to operate each component of the Hospital as currently operated will be transferred to, or reissued in the name of Buyer; and

(c) received reasonable confirmation from all applicable Governmental Authorities that, effective as of the Closing, the Hospital will be deemed to be a remote location of the Buyer; and

(d) obtained such other consents and approvals as may be legally or contractually required for Buyer's consummation of the transactions described herein.

8.3 Action/Proceeding.

(a) No court or any other Governmental Authority shall have issued an order restraining or prohibiting the transactions herein contemplated; and no Governmental Authority shall have commenced any action or suit before any court of competent jurisdiction or other Governmental Authority that seeks to restrain or prohibit the consummation of the transactions herein contemplated or otherwise seeks a remedy which would materially and adversely affect the ability of Buyer to enjoy the full use and enjoyment of the Purchased Assets. Neither the United States Department of Justice nor the Federal Trade Commission shall have requested in writing that Buyer delay or postpone the Closing.

(b) Entry by the Bankruptcy Court of the Sale Order, in form and substance acceptable to Buyer in its sole discretion.

(c) No Order staying, reversing, modifying or amending the Sale Order shall be in effect on the Closing Date.

8.4 Adverse Change. No Material Adverse Effect shall have occurred since the Balance Sheet Date, and Seller shall not have suffered any material change, loss or damage to the Assets or the Hospital, whether or not covered by insurance.

8.5 Assumed Contracts. Any and all Cure Amounts shall have been paid by Seller from the Purchase Price pursuant to Section 365 of the Bankruptcy Code and any Order of the Bankruptcy Court.

8.6 Transition Services Agreement. Buyer, Seller and Management Company shall have entered into a transition services agreement that is, in all respects, acceptable to Buyer in its sole discretion.

8.7 Property Taxes. To the extent required by applicable legal requirements, Seller shall pay all property taxes and assessments due on the Assets for all calendar years prior to Closing from the Purchase Price. Any property taxes for which Seller have been taxed shall be prorated to the Effective Time pursuant to Section 2.8. If the Assets have not been rendered for taxation during 2016, Buyer and Seller shall prorate property taxes on the Assets based upon the assessments currently in effect made by the applicable taxing authorities against the Assets.

8.8 Closing Documents. Seller shall have executed and delivered to Buyer all of the items required to be executed by Seller as contemplated by Section 3.2 or otherwise pursuant to any term or provision of this Agreement.

8.9 Medical Staff Bylaws. Medical staff bylaws (including rules and regulations) for the Hospital shall have been adopted in a form satisfactory to Buyer in its sole discretion.

8.10 Insurance. Seller shall have purchased the Tail Policies and Seller shall have delivered certificates evidencing the same to Buyer.

8.11 FIRPTA. Seller shall have delivered to Buyer a non-foreign affidavit dated as of the Closing Date, sworn under penalty of perjury and in form and substance required under the Treasury Regulations issued pursuant to Section 1445 of the Code stating that Seller is not a “foreign person” as defined in Section 1445 of the Code.

8.12 Sabra APA. The consummation of the purchase and sale contemplated by the Sabra APA shall occur simultaneously with the Closing.

8.13 Attachments. The Attachments shall be in form and substance acceptable to Buyer in its sole discretion.

ARTICLE IX CONDITIONS PRECEDENT TO OBLIGATIONS OF SELLER

The obligations of Seller hereunder are subject to the satisfaction, on or prior to the Closing Date, of the following conditions unless waived in writing by Seller:

9.1 Representations/Warranties. The representations and warranties of Buyer contained in this Agreement which are qualified as to materiality shall be true and correct, and those not so qualified shall be true and correct in all material respects, in each case when made and as of the Closing Date as though such representations and warranties had been made on and as of such Closing Date; and each and all of the terms, covenants and conditions of this Agreement to be complied with or performed by Buyer prior to or as of the Closing pursuant to this Agreement which are qualified as to materiality shall have been duly complied with and performed, and those not so qualified shall have been duly complied with and performed in all material respects.

9.2 Closing Documents. Buyer shall have executed and delivered to Seller all of the items required to be executed by Buyer as contemplated by Section 3.4 or otherwise pursuant to any term or provision of this Agreement.

9.3 Action/Proceeding. No court or any other Governmental Authority shall have issued an order restraining or prohibiting the transactions herein contemplated; and no Governmental Authority shall have commenced any action or suit before any court of competent jurisdiction or other Governmental Authority that seeks to restrain or prohibit the consummation of the transactions herein contemplated. Neither the United States Department of Justice nor the Federal Trade Commission shall have requested in writing that Buyer delay or postpone the Closing.

9.4 Pre-Closing Confirmations. Seller shall have obtained documentation or other evidence reasonably satisfactory to it that it has:

(a) received approval from all Governmental Authorities whose approval is required to complete the transactions herein contemplated;

(b) obtained such other consents and approvals as may be legally or contractually required for their consummation of the transactions described herein; and

- (c) obtained the Sale Order.

ARTICLE X TERMINATION

10.1 Termination. This Agreement may be terminated at any time prior to the Closing as follows:

- (a) by mutual written consent of Buyer and Seller;
- (b) by Buyer or Seller by providing written notice to the others at any time on or after April 1, 2016 (the “End Date”) if the Closing shall not have occurred by the End Date; provided, however, that the right to terminate this Agreement pursuant to this Section 10.1(b) shall not be available to any party whose failure to fulfill any obligation under this Agreement or breach of any representation or warranty under this Agreement has been the cause of, or resulted in, the failure of the Closing to occur by the End Date;
- (c) by Buyer or Seller if a final non-appealable Order permanently enjoining, restraining or otherwise prohibiting the Closing shall have been issued by a Governmental Authority of competent jurisdiction;
- (d) by Buyer or Seller in accordance with the terms of this Agreement;
- (e) by Seller if Seller accepts and the Bankruptcy Court approves a Higher Auction Transaction and such other transaction closes; provided, however, to the extent Buyer is designated as the Back-Up bidder pursuant to the Sales Procedures Order, Buyer shall be bound the terms of the Sales Procedures Order;
- (f) by Buyer in the event that the Sales Procedure Order is amended in a manner that is not reasonably satisfactory to Buyer, including any amendment that allows a bidder to assume the Hospital Lease or MOB Unit Lease; or
- (g) by Buyer in the event of the termination of the Sabra APA by Sabra.

10.2 Effect of Termination. In the event that this Agreement shall be terminated pursuant to Section 10.1, all further obligations of the parties under this Agreement shall terminate without further liability of any party to another except as otherwise set forth in Section 10.3; provided, however, the obligations of the parties contained in this Section 10.2 and in Article XI (Indemnification) and Article XII (General) shall survive such termination. A termination of this Agreement under Section 10.1 shall not relieve any party of any liability for a breach of, or for any misrepresentation under, this Agreement, or be deemed to constitute a waiver of any available remedy (including specific performance if available) for any such breach or misrepresentation.

10.3 Intentionally Omitted.

10.4 Buyer Deposit Reimbursement. Except as otherwise provided in Section 10.3, the Buyer Deposit shall be returned to Buyer in the event of the termination of this Agreement pursuant to Sections 10.1(b), (c), (e), (f) or (g).

**ARTICLE XI
INTENTIONALLY OMITTED**

**ARTICLE XII
GENERAL**

12.1 Notices. Any notice, demand or communication required, permitted, or desired to be given hereunder shall be deemed effectively given when personally delivered, when received by telegraphic or other electronic means (including facsimile and telex) or when delivered by overnight courier, or five days after being deposited in the United States mail, with postage prepaid thereon, certified or registered mail, return receipt requested to the following address:

Buyer: Columbia Medical Center of Plano Subsidiary,
L.P.
c/o HCA Inc.
One Park Plaza
Nashville, Tennessee 37203
Attn: Senior Vice President - Development
Facsimile: (615) 344-2824

with copies to:

HCA Inc.
One Park Plaza
Nashville, Tennessee 37203
Attn: General Counsel
Facsimile: (615) 344-1531

with copies to:

Waller Lansden Dortch & Davis, LLP
511 Union Street, Suite 2700
Nashville, Tennessee 37219-1760
Attention: Brian R. Browder, Esq.
Facsimile: (615) 244-6804

Seller:

Forest Park Medical Center at Frisco, LLC
5500 Frisco Square Boulevard
Frisco, Texas _____
Attention: Michael Miller, CRO

with a copy to:

Lewis Brisbois Bisgaard & Smith, LLP
2100 Ross Avenue, Suite 2000
Dallas, Texas 75201
Attention: William L. Medford
Facsimile: 214-722-7111

or to such other address or number, and to the attention of such other Person or officer, as any party may designate, at any time, in writing in conformity with these notice provisions.

12.2 Public Announcements. Each of the parties hereto mutually agrees that no party shall release, publish or otherwise make available to the public in any manner whatsoever any information or announcement regarding the transactions contemplated hereby without the prior written consent of the other party except as required in connection with the Bankruptcy Case, information and filings reasonably necessary to be directed to Governmental Authorities to fully and lawfully effect the transactions contemplated hereby or required in connection with securities and other Laws. Nothing herein shall prohibit either party from responding to questions presented by the press or media without first obtaining prior consent of the other party.

12.3 Public Relations. The parties hereto shall cooperate, each with the other, to effectively communicate to the public and to Governmental Authorities with jurisdiction over the transactions contemplated hereby, the nature of the transactions contemplated hereby and the benefits that shall accrue to the community by reason of the transactions contemplated hereby. Seller and Buyer shall each provide the other with the name, address and phone number of those individuals who will be responsible for communicating with the media and the public and for developing public relations plans.

12.4 Expenses; Legal Fees and Costs.

(a) Except as otherwise expressly set forth in this Agreement, all expenses of the preparation of this Agreement and of the purchase of the Assets set forth herein, including counsel fees, accounting fees, investment advisor's fees and disbursements, shall be borne by the respective parties incurring such expense, whether or not such transactions are consummated.

(b) Seller shall pay all documentary stamps, Transfer Taxes, recording fees and similar closing costs.

(c) In the event any party elects to incur legal expenses to obtain a third-party enforcement or interpretation of any provision of this Agreement, the prevailing party will be entitled to recover such legal expenses, including attorney's fees, costs and necessary disbursements, in addition to any other relief to which such party shall be entitled.

12.5 No Third-Party Beneficiary. The terms and provisions of this Agreement are intended solely for the benefit of the parties hereto and their respective successors or assigns, and it is not the intention of the parties to confer third-party beneficiary rights upon any other Person or entity.

12.6 Choice of Law. The parties agree that this Agreement shall be governed by and interpreted, construed and enforced in accordance with the Laws of the State of Texas, excluding any conflicts of law rules or principles that would refer the governance or the interpretation, construction or enforcement of this Agreement to the Laws of another jurisdiction.

12.7 Benefit/Assignment. Subject to provisions herein to the contrary, this Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective legal representatives, successors and permitted assigns; provided, however, that no party may assign this Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld; provided, further, that notwithstanding the foregoing, Buyer shall be entitled to assign this Agreement, without obtaining Seller's consent, to any affiliate of Buyer or HCA.

12.8 Waiver of Breach. The waiver by either party of breach or violation of any provision of this Agreement shall not operate as, or be construed to constitute, a waiver of any subsequent breach of the same or other provision hereof.

12.9 Severability. If any provision of this Agreement is held to be illegal, invalid or unenforceable under any present or future Law, and if the rights or obligations of Buyer or Seller under this Agreement will not be materially and adversely affected thereby, (a) such provision will be fully severable; (b) this Agreement will be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part hereof; (c) the remaining provisions of this Agreement will remain in full force and effect and will not be affected by the illegal, invalid or unenforceable provision or by its severance herefrom; and (d) in lieu of such illegal, invalid or unenforceable provision, there will be added automatically as a part of this agreement a legal, valid and enforceable provision as similar in terms (including duration, area or amount) to such illegal, invalid or unenforceable provision as may be possible.

12.10 Divisions and Headings. The divisions of this Agreement into sections and subsections and the use of captions and headings in connection therewith are solely for convenience and shall have no legal effect in construing the provisions of this Agreement.

12.11 Drafting. No provision of this Agreement shall be interpreted for or against either party hereto on the basis that such party was the draftsman of such provision, both parties having participated equally in the drafting hereof, and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

12.12 Entire Agreement/Amendment. This Agreement supersedes all previous contracts and constitutes the entire agreement of whatsoever kind or nature existing between or among the parties representing the within subject matter and no party shall be entitled to benefits other than those specified herein. As between or among the parties, no oral statement or prior written material not specifically incorporated herein shall be of any force and effect. The parties specifically acknowledge that in entering into and executing this Agreement, the parties rely solely upon the representations and agreements contained in this Agreement and no others. All prior representations or agreements, whether written or verbal, not expressly incorporated herein are superseded hereby and no amendments or modifications hereto shall be binding unless and until made in writing and signed by all parties hereto. This Agreement may be executed in two or more counterparts, each and all of which shall be deemed an original and all of which together shall constitute but one and the same instrument.

12.13 Time of Essence. Time is of the essence in the performance of this Agreement.

12.14 Waiver of Jury Trial. EACH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY AND ALL RIGHTS TO TRIAL BY JURY IN CONNECTION WITH ANY PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

12.15 Interpretation. In this Agreement, unless the context otherwise requires:

- (a) references to this Agreement are references to this Agreement and to the Schedules;
- (b) references to Articles and Sections are references to articles and sections of this Agreement;
- (c) subject to the provisions of Section 12.7, references to any party to this Agreement shall include references to its respective successors and permitted assigns;

(d) references to a “Person” shall include references to any individual, corporation, company, body corporate, association, partnership, firm, joint venture, limited liability company, trust or governmental agency;

(e) the terms “hereof,” “herein,” “hereby,” and derivative or similar words will refer to this entire Agreement;

(f) the gender of all words herein shall include the masculine, feminine and neuter, and the number of all words herein shall include the singular and plural;

(g) references to any document (including this Agreement) are references to that document as amended, consolidated, supplemented, novated or replaced by the parties from time to time in accordance with Section 13.12;

(h) the word “including” shall mean including without limitation;

(i) nothing in the Schedules shall be deemed adequate to disclose an exception to a representation or warranty made herein unless the Schedule identifies the exception with reasonable particularity and describes the relevant facts in reasonable detail and without limiting the generality of the foregoing, the mere listing, or inclusion of a copy, of a document or other item shall not be deemed adequate to disclose an exception to a representation or warranty made herein (unless the representation or warranty involves the existence of the document or other item itself);

(j) each representation, warranty and covenant contained herein shall have independent significance and, if any party hereto has breached any representation, warranty or covenant contained herein in any respect, the fact that there exists another representation, warranty or covenant relating to the same subject matter (regardless of the relative levels of specificity) which such party has not breached shall not detract from or mitigate the fact that the party is in breach of the first representation, warranty or covenant; and

(k) references to time are references to local Dallas, Texas time.

(l) in respect of a party or other Person referred to herein, the term “affiliate” shall mean any Person controlling, controlled by or under common control with such party or other Person.

(m) the phrase “Seller’s knowledge”, or language of similar import, shall mean, when used in conjunction with any representation or warranty contained in this agreement, that Seller, having undertaken reasonable investigation of its senior officers, including appropriate directors and managers and its chief restructuring officer, to determine the existence or absence of any particular state of facts, is not aware of any information which would give actual knowledge of the existence or absence of such facts or actual knowledge that the particular representation or warranty is untrue or misleading. In addition, the Seller discloses that there are certain facts that may be in the possession of the Management Company or affiliate thereof which may not have been in the Seller’s possession, custody or control.

12.16 Exclusive Jurisdiction. The parties acknowledge and agree that the Bankruptcy Court shall have exclusive jurisdiction to hear and determine any claims or disputes between the parties hereto or any of Seller’s creditors or other parties in interest in the Bankruptcy Cases affected hereby pertaining directly or indirectly to this Agreement or to any matter arising herefrom or related hereto; provided, however, that if the Bankruptcy Court determines that it lacks or abstains from exercising such jurisdiction the parties or creditors agree that the United States District Court for the Eastern District of

Texas shall have exclusive jurisdiction. Each party hereby submits and consents in advance to such jurisdiction and venue in any action or proceeding either commenced by, or brought against any such party, in such court, hereby waiving personal service of the summons and complaint, or other service of process or papers issued therein, and agreeing that service of such summons and complaint or other process or papers may be made by registered mail or certified mail, return receipt requested, addressed to such party at the address to which notices are to be sent or delivered pursuant to Section 12.1 hereof.

12.17 Schedules and Exhibits. The parties agree and acknowledge that the Schedules hereto (the “Schedules”) and the Exhibits hereto (the “Exhibits” and, together with the Schedules, the “Attachments”), are either not attached at the time of execution of this Agreement or, if attached, remain subject to amendment. The parties shall cooperate to finalize the Attachments as soon as reasonably possible following the execution of this Agreement. With respect to Schedule 4.12, the Schedule shall be finalized on or before Friday, February 12, 2016 by 4:00 p.m. Central; provided, however, that the Buyer may add additional Assumed Contracts to Schedule 4.12 through 4:00 p.m. Central on Friday, March 11, to the extent the Buyer is adding an Assumed Contract, and the total cure cost of each added Assumed Contract does not exceed \$5,000 or Buyer agrees to pay any such cure cost in excess of \$5,000. Notwithstanding any statement contained in this Agreement to the contrary, either party may terminate the Agreement without any further obligation or liability to the other pursuant to or arising out of this Agreement in the event that the parties are unable to agree upon the form and content of the Attachments on or before 4:00 p.m. Central on Friday, February 12, 2016, unless the Buyer and Seller agree to an extension of such deadline.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in multiple originals by their authorized officers, all as of the date and year first above written.

SELLER:

FOREST PARK MEDICAL CENTER AT FRISCO, LLC

By: Michael Miller
Title: Chief Restructuring Officer

BUYER:

COLUMBIA MEDICAL CENTER OF PLANO
SUBSIDIARY, L.P.

By: Columbia North Texas Subsidiary GP, LLC,
General Partner

By: _____

Title: _____

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in multiple originals by their authorized officers, all as of the date and year first above written.

SELLER:

FOREST PARK MEDICAL CENTER AT FRISCO, LLC


By: _____

Title: _____

BUYER:

COLUMBIA MEDICAL CENTER OF PLANO
SUBSIDIARY, L.P.

By: Columbia North Texas Subsidiary GP, LLC,
General Partner

By:  _____

Title: _____

Schedule 1.1

1. That Master Lease Agreement No. 1001084 by and between Commerce Bank and Forest Park Medical Center at Frisco, LLC, dated November 15, 2012, as amended August 26, 2013;
2. That Master Security Agreement by and between General Electric Capital Corporation and Forest Park Medical Center at Frisco, LLC, dated April 25, 2012, as amended December 16, 2013;
3. That Master Equipment Lease Agreement #0012228 by and between Olympus America Inc. and Forest Park Medical Center at Frisco, LLC dated June 4, 2012; and
4. That Loan and Security Agreement by and between Texas Capital Bank, National Association and Forest Park Medical Center at Frisco, LLC, undated

; provided that (i) the amounts to be paid at Closing shall be determined in accordance with a payoff letter delivered to Buyer no later than five (5) Business Days prior to Closing; and (ii) Buyer reserves the right to supplement this Schedule through 4:00 p.m. Central Time on Friday, February 12 by providing written notice thereof to Seller.

Schedule 4.12

Other than the following (which shall be Assumed Contracts), all Contracts listed on Schedule 4.12 are Excluded Contracts:

1. License Agreement effective June 1, 2013 between Forest Park Medical Center, LLC, a Texas limited liability company, and Forest Park Medical Center at Frisco, LLC, a Texas limited liability company.

provided that Buyer reserves the right to supplement this Schedule through 4:00 p.m. Central Time on Friday, February 12 by providing written notice thereof to Seller. In addition, Buyer shall have through Friday, March 11, 2016 within which to add additional Assumed Contracts to this Schedule 4.12, provided that the "cure" for such additional Assumed Contracts do not exceed \$5,000 individually or, if the cure does, Buyer agrees to provide for such additional consideration above \$5,000 in cure.

Waller draft dated 02/08/16
Not an offer capable of acceptance

EXHIBIT B
**FORM
OF
BILL OF SALE AND ASSIGNMENT**

THIS BILL OF SALE AND ASSIGNMENT (this "Bill of Sale"), dated as of _____, 2016, is entered into by and among Columbia Medical Center of Plano Subsidiary, L.P., a Texas limited partnership ("Buyer") and a wholly-owned, indirect subsidiary of HCA Inc., and Forest Park Medical Center at Frisco, LLC, A Texas limited liability company ("Seller").

WITNESSETH:

WHEREAS, Buyer and Seller entered into an Asset Purchase Agreement, dated as of _____, 2016 (the "Asset Purchase Agreement"), pursuant to which Seller agreed to sell, assign and transfer, and Buyer agreed to purchase substantially all of the assets associated with or employed or held for use in the operations of Forest Park Medical Center; and

WHEREAS, Buyer and Seller are entering into this Bill of Sale to satisfy a condition to the Closing of the transactions contemplated by the Asset Purchase Agreement;

NOW, THEREFORE, in consideration of the above premises and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Definitions. Capitalized terms used herein and not otherwise defined herein shall have the meanings given to them in the Asset Purchase Agreement.
2. Sale and Assignment. Seller hereby irrevocably and unconditionally sells, assigns, conveys, transfers and delivers to Buyer, its successors and assigns forever, good and marketable title to the Assets, free and clear of all Liens, to have and to hold the same and each and all thereof unto Buyer, its successors and assigns forever, to its and their own use and benefit forever. Seller hereby delivers possession of the Assets to Buyer as of the Effective Time.
3. Further Assurances. Seller hereby agrees to take any and all additional actions and to execute, acknowledge and deliver any and all documents that Buyer may reasonably request in order to effect the intent and purposes of this Bill of Sale and the transactions contemplated hereby and/or by the Asset Purchase Agreement.
4. Buyer Remedies. The parties' remedies with respect to any claim arising from a breach of this Bill of Sale shall be as set forth in the Asset Purchase Agreement.
5. Waiver. Any term or condition of this Bill of Sale may be waived at any time by the party which is entitled to the benefit thereof. Any such waiver must be in writing and must be duly executed by such party. A waiver on one occasion shall not be deemed to be a waiver of the same or any other breach, provision or requirement on any other occasion.
6. Amendment. This Bill of Sale may be modified or amended only by a written instrument duly executed by each of the parties hereto.

7. No Third-Party Beneficiaries. The terms and provisions of this Bill of Sale are intended solely for the benefit of the parties hereto and their respective successors or assigns, and it is not the intention of the parties to confer third party beneficiary rights upon any other Person.

8. Choice of Law. The parties agree that this Bill of Sale shall be governed by and interpreted, construed and enforced in accordance with the Laws of the State of Texas, excluding any conflicts of law rules or principles that would refer the governance or the interpretation, construction or enforcement of this Bill of Sale to the Laws of another jurisdiction.

9. Disputes. Any disputes between the parties arising pursuant to this Bill of Sale shall be addressed in accordance with the provisions of the Asset Purchase Agreement.

10. No Inferences. Inasmuch as this Bill of Sale is the result of negotiations between sophisticated parties of equal bargaining power represented by counsel, no inference in favor of, or against, either party shall be drawn from the fact that any portion of this Bill of Sale has been drafted by or on behalf of such party.

11. Binding Effect. This Bill of Sale shall be binding upon and will inure to the benefit of the parties and their respective successors and permitted assigns. Seller acknowledges and agrees that all its covenants and obligations to Buyer and HCA, as well as the rights of Buyer and HCA under this Agreement, shall run in favor of and will be enforceable by Buyer and HCA, their affiliates and their successors and assigns.

12. Headings. The headings of this Bill of Sale are for purposes of reference only and shall not limit or otherwise affect the meaning hereof.

13. Severability; Invalid Provisions. If any provision of this Bill of Sale is held to be illegal, invalid or unenforceable under any present or future Law, (a) such provisions will be fully severable, (b) this Bill of Sale will be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part hereof, (c) the remaining provisions of this Bill of Sale will remain in full force and effect and will not be affected by the illegal, invalid or unenforceable provision or by its severance herefrom; and (d) in lieu of such illegal, invalid or unenforceable provision, there will be added automatically as a part of this Bill of Sale a legal, valid and enforceable provision as similar in terms to such illegal, invalid or unenforceable provision as may be possible.

14. Inconsistencies with Asset Purchase Agreement. Notwithstanding anything to the contrary contained herein, the terms of this Bill of Sale are subject to the terms, provisions, conditions and limitations set forth in the Asset Purchase Agreement, and this Bill of Sale is not intended to alter the obligations of the parties to the Asset Purchase Agreement. In the event of any inconsistencies between the terms of this Bill of Sale and the terms of the Asset Purchase Agreement, the parties hereto agree that the terms of the Asset Purchase Agreement shall control.

15. Counterparts and Facsimile Signatures. This Bill of Sale may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Facsimile signatures on this Bill of Sale shall be deemed to be original signatures for all purposes.

[signature page follows]

**Waller draft dated 02/08/16
Not an offer capable of acceptance**

IN WITNESS WHEREOF, the parties hereto have caused this General Bill of Sale and Assignment to be executed in their names as of the date first above written.

SELLER:

FOREST PARK MEDICAL CENTER AT FRISCO, LLC

By: _____

Title: _____

BUYER:

COLUMBIA MEDICAL CENTER OF PLANO
SUBSIDIARY, L.P.

By: Columbia North Texas Subsidiary GP, LLC,
its General Partner

By: _____

Title: _____

Waller draft dated 02/08/16
Not an offer capable of acceptance

Exhibit C
**FORM
OF
ASSIGNMENT AND ASSUMPTION AGREEMENT**

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (“Assignment”) is made and entered into as of _____, 2016 by and among Forest Park Medical Center at Frisco, LLC, a Texas limited liability company (“Assignor”) and Columbia Medical Center of Plano Subsidiary, L.P., a Texas limited partnership (“Assignee”) and a wholly-owned, indirect subsidiary of HCA Inc.. Capitalized terms not otherwise defined herein shall have the meanings ascribed to such terms in the Asset Purchase Agreement (as defined below).

WITNESSETH:

WHEREAS, Assignor and Assignee have entered into an Asset Purchase Agreement, dated _____, 2016 (the “Asset Purchase Agreement”), pursuant to which, among other matters, Assignee will purchase from Assignor the Assets; and

WHEREAS, pursuant to the Asset Purchase Agreement, Assignor agreed to transfer to Assignee and Assignee agreed to accept from Assignor all of Assignor’s right, title and interest in and to the Assumed Contracts and Assignee agreed to assume the future payment and performance of the Assumed Liabilities.

NOW, THEREFORE, in consideration of the foregoing premises, the mutual covenants and other agreements set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto covenant and agree as follows:

1. **Assignment**. Assignor does hereby assign, grant, convey and transfer to Assignee, and its successors and assigns, all of Assignor’s right, title and interest in and to the Assumed Contracts.
2. **Assumption**. Assignee hereby assumes the future payment and performance of the Assumed Liabilities.
3. **Irrevocable Assignment**. Assignor’s assignment and Assignee’s assumption of the Assumed Contracts and Assumed Liabilities pursuant to this Assignment are made for good and valuable consideration, the receipt and sufficiency of which are acknowledged, and are coupled with an interest; therefore, the assignment and assumption contained herein are irrevocable.
4. **Further Assurances**. Assignor and Assignee each agrees to take any and all additional actions and to execute, acknowledge and deliver any and all documents which the other party hereto may reasonably request in order to effect the intent and purposes of this Assignment and the transactions contemplated hereby and/or by the Asset Purchase Agreement.
5. **Remedies**. Assignor’s and Assignee’s remedies with respect to any claim arising from a breach of this Assignment shall be as set forth in the Asset Purchase Agreement.
6. **Waiver**. Any term or condition of this Assignment may be waived at any time by the party which is entitled to the benefit thereof. Any such waiver must be in writing and must be duly

executed by such party. A waiver on one occasion shall not be deemed to be a waiver of the same or any other breach, provision or requirement on any other occasion.

7. Amendment. This Assignment may be modified or amended only by a written instrument duly executed by each of the parties hereto.

8. No Third-Party Beneficiaries. The terms and provisions of this Assignment are intended solely for the benefit of the parties hereto and their respective successors or assigns, and it is not the intention of the parties to confer third party beneficiary rights upon any other Person.

9. Choice of Law. The parties agree that this Assignment shall be governed by and interpreted, construed and enforced in accordance with the Laws of the State of Texas, excluding any conflicts of law rules or principles that would refer the governance or the interpretation, construction or enforcement of this Assignment to the Laws of another jurisdiction.

10. Disputes. Any disputes between the parties arising pursuant to this Assignment shall be addressed in accordance with the provisions of the Asset Purchase Agreement.

11. No Inferences. Inasmuch as this Assignment is the result of negotiations between sophisticated parties of equal bargaining power represented by counsel, no inference in favor of, or against, either party shall be drawn from the fact that any portion of this Assignment has been drafted by or on behalf of such party.

12. Binding Effect. This Assignment shall be binding upon and will inure to the benefit of the parties and their respective successors and permitted assigns. Seller acknowledges and agrees that all its covenants and obligations to Buyer and HCA, as well as the rights of Buyer and HCA under this Agreement, shall run in favor of and will be enforceable by Buyer and HCA, their affiliates and their successors and assigns.

13. Headings. The headings of this Assignment are for purposes of reference only and shall not limit or otherwise affect the meaning hereof.

14. Severability; Invalid Provisions. If any provision of this Assignment is held to be illegal, invalid or unenforceable under any present or future Law, (a) such provisions will be fully severable, (b) this Assignment will be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part hereof, (c) the remaining provisions of this Assignment will remain in full force and effect and will not be affected by the illegal, invalid or unenforceable provision or by its severance herefrom; and (d) in lieu of such illegal, invalid or unenforceable provision, there will be added automatically as a part of this Assignment a legal, valid and enforceable provision as similar in terms to such illegal, invalid or unenforceable provision as may be possible.

15. Inconsistencies with Asset Purchase Agreement. Notwithstanding anything to the contrary contained herein, the terms of this Assignment are subject to the terms, provisions, conditions and limitations set forth in the Asset Purchase Agreement, and this Assignment is not intended to alter the obligations of the parties to the Asset Purchase Agreement. In the event of any inconsistencies between the terms of this Assignment and the terms of the Asset Purchase Agreement, the parties hereto agree that the terms of the Asset Purchase Agreement shall control.

16. Counterparts and Facsimile Signatures. This Assignment may be executed in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute one

and the same instrument. Facsimile signatures on this Assignment shall be deemed to be original signatures for all purposes.

[signature page follows]

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment as of the date first above written.

ASSIGNOR:

FOREST PARK MEDICAL CENTER AT FRISCO, LLC

By: _____
Title: _____

ASSIGNEE:

COLUMBIA MEDICAL CENTER OF PLANO
SUBSIDIARY, L.P.

By: Columbia North Texas Subsidiary GP, LLC,
its General Partner

By: _____
Title: _____

**Waller draft dated 02/09/16
Not an offer capable of acceptance**

EXHIBIT D
**FORM
OF
NON-COMPETE AGREEMENT**

THIS NON-COMPETITION AGREEMENT (this “**Agreement**”) is made as of _____, 2016 by and among Forest Park Medical Center at Frisco, LLC, a Texas limited liability company (“**Seller**”), Columbia Medical Center of Plano Subsidiary, L.P., a Texas limited partnership (“**Buyer**”) and a wholly-owned subsidiary of HCA Inc. (“**HCA**”).

WITNESSETH:

WHEREAS, prior to the date hereof, Seller owned and operated a 44 bed specialty hospital located at 5500 Frisco Square Boulevard, Frisco, Texas (the “**Hospital**”);

WHEREAS, Seller, and Buyer are parties to that certain Asset Purchase Agreement dated _____, 2016 (the “**Purchase Agreement**”), which provides for, among other matters, (a) the purchase by Buyer of the Assets; and (b) the assumption by the Buyer of the Assumed Contracts and Assumed Liabilities;

WHEREAS, pursuant to the Purchase Agreement, Buyer, HCA and their affiliates are entitled to protect and preserve the going concern value of the business of the Hospital;

WHEREAS, Buyer, HCA and their affiliates have a legitimate business interest and right in protecting those assets associated with the operation of the Hospital as well as any similar assets that Buyer, HCA or their affiliates may develop or obtain following the date hereof; and

WHEREAS, the execution and delivery of this Agreement is a condition precedent to the obligations of Buyer to consummate the transactions contemplated by the Purchase Agreement.

NOW, THEREFORE, for and in consideration of the premises, and the agreements, covenants, representations and warranties hereinafter set forth, and other good and valuable consideration including that set forth in the Purchase Agreement, the receipt and adequacy all of which are forever acknowledged and confessed, the parties hereto agree as follows:

1. **Definitions**. Capitalized terms used herein and not otherwise defined herein shall have the meanings given to them in the Purchase Agreement.

2. **Non-Competition**. For a period commencing on the date hereof and ending five (5) years following the date hereof (the “**Restricted Period**”), Seller shall not, and shall cause its Affiliates not to, directly or indirectly, alone or in connection with any other Person, (i) develop, construct, lease, own, manage, operate or control or exert any influence upon any Prohibited Business that is located within the Restricted Area, (ii) manage or provide management or consulting services to, or participate in the management or control of, or exert any influence upon, any Person with respect to the development, construction, ownership or operation of any

Prohibited Business that is located within the Restricted Area, or (iii) own a direct or indirect interest (financial or otherwise) in, or lend or contribute money to, or otherwise provide financial support for, any Person that engages in any of the activities described in clauses (i) and (ii), above to a Prohibited Business that is located within a _____ mile radius (the “**Restricted Area**”) of Forest Park Medical Center at Frisco. For purposes of this Agreement, “**Prohibited Business**” means any health care facility, business or service that may now or hereafter compete with the Hospital, including the following: acute care hospitals; long term acute care hospitals; specialty hospitals; cancer treatment centers (including outpatient radiation oncology centers, gamma-knife centers and cyber-knife centers); physician practices; outpatient clinics, ambulatory surgery centers; urgent care clinics; free-standing emergency departments; psychiatric services; diagnostic imaging services; and cath laboratories. Furthermore, “**Prohibited Business**” shall expressly not include an existing healthcare services business listed on Exhibit A. Notwithstanding the provisions of this Section 2, Seller may own stock in any publicly held entity listed on a national securities exchange or whose stock is regularly traded in the over the counter market and may engage in any activities outside of the Restricted Area.

3. Non-Solicitation. During the Restricted Period, Seller shall not, and shall cause its Affiliates not to, directly or indirectly, alone or in connection with any other Person, (i) encourage, induce, solicit or attempt to encourage, induce or solicit any officer, director, manager, or employee of Buyer or any of its Affiliates to leave the employ of Buyer or any of its Affiliates; or (ii) hire or employ any Person who was an officer, director, manager, or employee of Buyer or any of its Affiliates at any time during the six-month period immediately prior to the Closing Date; provided, however, that the foregoing shall not apply to any general solicitation by Seller and its Affiliates which is not directed specifically to any such employees.

4. Non-Disparagement. From and after the date of this Agreement, Seller shall not, and shall cause its Affiliates not to, directly or indirectly, alone or in connection with any other Person, engage in any conduct or make any statement, whether in commercial or noncommercial speech, that disparages, criticizes or is injurious to the reputation of Buyer or any of its Affiliates, or any of their respective shareholders, partners, members, investors or representatives, including (a) inducing or encouraging others to disparage Buyer, any of its Affiliates, or any of their respective shareholders, partners, members, investors or representatives, and (b) making or causing to be made any statement that maligns the business, goodwill, personal or professional reputation of Buyer, its Affiliates, or any of its respective shareholders, partners, members, investors or representatives.

5. Confidential Information.

(a) Seller hereby acknowledges that all Confidential Information will be the property of Buyer following the date hereof. For purposes of this Agreement, “**Confidential Information**” shall mean means all information of any kind concerning the Hospital, obtained directly or indirectly from Seller or its respective affiliates in connection with the transactions contemplated by this Agreement except information (a) ascertainable or obtained from public or published information, (b) received from a third party not known by Buyer to be under an obligation to Seller to keep such information confidential, (c) which is or becomes known to the

public (other than through a breach of this Agreement), or (d) which was in Buyer's possession prior to disclosure thereof to Buyer in connection herewith.

(b) Seller acknowledges that Buyer and HCA conduct their business in an industry that is highly competitive. Seller acknowledges that the Confidential Information constitutes a valuable, special, and unique asset formerly used by the Seller and that such asset and the goodwill associated therewith was sold, transferred or otherwise assigned by Seller to Buyer pursuant to the Purchase Agreement. Seller further acknowledges that protection of such Confidential Information against unauthorized disclosure and use is of critical importance to Buyer, HCA and their respective affiliates in maintaining their competitive position.

(c) Neither Seller nor any of its Affiliates will, directly or indirectly, disclose or cause or permit to be disclosed, to any person or entity whatsoever, or utilize or cause or permit to be utilized, by any person or entity whatsoever, any Confidential Information (whether acquired prior to or subsequent to the execution of this Agreement) or otherwise; provided, however, that the foregoing shall not prevent Seller from disclosing or utilizing such Confidential Information in connection with exercising its rights and performing its obligations under the Purchase Agreement and each of the agreements contemplated thereby.

(d) Neither Seller nor any of its affiliates will disclose to anyone the contents of this Agreement; provided, however, that Seller may disclose such information (i) as required by the Bankruptcy Court; (ii) as permitted by subsection (c) above, (iii) only to the extent it is compelled to disclose such information or else stand liable for contempt or suffer censure or penalty by a governmental entity, or (iv) in connection with legal proceedings between the parties only to the extent necessary to enforce or protect its rights pursuant to this Agreement.

(e) The covenants set forth in this Section 5 shall continue to be binding upon Seller for a period of six (6) years after the date of this Agreement.

6. Interpretation.

(a) Seller recognizes that the covenants in this Agreement, and the territorial, time and other limitations with respect thereto, are reasonable and properly required for the adequate protection of the acquisition of the Purchased Assets by Buyer, and agrees and acknowledges that such limitations are reasonable with respect to Buyer's activities, business and public purpose. Seller agrees and acknowledges that the violation of the covenants or agreements in this Agreement would cause irreparable injury to Buyer, HCA and their Affiliates and that the remedies at law for any violation or threatened violation thereof would be inadequate and that, in addition to whatever other remedies may be available at law or in equity, Buyer, HCA and its Affiliates shall be entitled to temporary and permanent injunctive or other equitable relief without the necessity of proving actual damages or posting bond. The parties hereto also waive any requirement of proving actual damages in connection with the obtaining of any such injunctive or other equitable relief.

(b) It is the intention of each party hereto that the provisions of this Agreement shall be enforced to the fullest extent permissible under the Law and the public

policies of the State of Texas and of any other jurisdiction in which enforcement may be sought, but that the unenforceability (or the modification to conform with such Laws or public policies) of any provisions hereof shall not render unenforceable or impair the remainder of this Agreement. Accordingly, if any term or provision of this Agreement shall be determined to be illegal, invalid or unenforceable, either in whole or in part, this Agreement shall be deemed amended to delete or modify, as necessary, the offending provisions and to alter the balance of this Agreement in order to render the same valid and enforceable to the fullest extent permissible as aforesaid.

7. Amendment and Modification; Waiver. This Agreement may be amended, modified and supplemented by written instrument authorized and executed by Buyer and Seller at any time with respect to any of the terms contained herein. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and executed by the party so waiving. The waiver by either party hereto of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any other or subsequent breach.

8. Notice. Any notice, demand or communication required, permitted, or desired to be given hereunder shall be deemed effectively given when personally delivered, when received by telegraphic or other electronic means (including facsimile and telex) or when delivered by overnight courier, or five days after being deposited in the United States mail, with postage prepaid thereon, certified or registered mail, return receipt requested to the following address:

If to Buyer: Columbia Medical Center of Plano Subsidiary, L.P.
c/o HCA Inc.
One Park Plaza
Nashville, Tennessee 37203
Attn: Senior Vice President - Development
Facsimile: (615) 344-2824

with copies to: HCA Inc.
One Park Plaza
Nashville, Tennessee 37203
Attn: General Counsel
Facsimile: (615) 344-1531

with copies to: Waller Lansden Dortch & Davis, LLP
511 Union Street, Suite 2700
Nashville, Tennessee 37219-1760
Attention: Brian R. Browder, Esq.
Facsimile: (615) 244-6804

Seller: Forest Park Medical Center at Frisco, LLC
5500 Frisco Square Boulevard
Frisco, Texas _____
Attention: Michael Miller, CRO

with a copy to:

Lewis Brisbois Bisgaard & Smith, LLP
2100 Ross Avenue, Suite 2000
Dallas, Texas 75201
Attention: William L. Medford
Facsimile: 214-722-7111

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

9. Choice of Law. THIS AGREEMENT AND THE PARTIES' RESPECTIVE RIGHTS HEREUNDER SHALL BE GOVERNED BY THE LAWS OF THE STATE OF TEXAS, without giving effect to any conflict of laws principles that would obtain a different result.

10. Successors. This Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of Buyer, HCA, and Seller. Seller acknowledges and agrees that all its covenants and obligations to Buyer and HCA, as well as the rights of Buyer and HCA under this Agreement, shall run in favor of and will be enforceable by Buyer and HCA, their affiliates and their successors and assigns.

11. Divisions and Headings. The division of this Agreement into sections and subsections and the use of captions and headings in connection therewith are solely for convenience and shall have no legal effect in construing the provisions of this Agreement.

12. Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement. The exchange of copies of this Agreement and of signature pages by facsimile transmission shall constitute effective execution and delivery of this Agreement as to the parties and may be used in lieu of the original Agreement for all purposes. Signatures of the parties transmitted by facsimile shall be deemed to be their original signatures for any purposes whatsoever.

[Signature page follows]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their authorized officers, all as of the date and year first above written.

BUYER:

**COLUMBIA MEDICAL CENTER OF PLANO
SUBSIDIARY, L.P.**

By: Columbia North Texas GP, LLC,
General Partner

Name: _____

Title: _____

SELLER:

**FOREST PARK MEDICAL CENTER AT
FRISCO, LLC**

By: _____

Name: _____

Title: _____

Exhibit A

Existing Businesses

EXHIBIT E
**FORM
OF
LIMITED POWER OF ATTORNEY
FOR USE OF PHARMACY LICENSES,
DEA AND OTHER REGISTRATION NUMBERS,
AND DEA ORDER FORMS**

Forest Park Medical Center at Frisco, LLC, a Texas limited liability company (“**Operator**” or “**Forest Park Medical Center**”), operates a specialty hospital licensed for 54 beds located at 5500 Frisco Square Boulevard, Frisco, Texas 75034, commonly known as Forest Park Medical Center, and is licensed to operate a pharmacy pursuant to the laws of the State of Texas under License Number 27966, and is authorized under DEA registration number FF3241596 to sign the current applications for registration and licensure as the registrant under the Controlled Substances Act of the United States.

Operator has made, constituted, and appointed, and hereby makes, constitutes and appoints Columbia Medical Center of Plano Subsidiary, L.P. (“**Agent**”), as the Operator’s agent and true and lawful attorney-in-fact for the purposes of utilizing Operator’s pharmacy licenses, DEA registrations, and any other registrations required under the laws of the United States or the State of Texas to continue pharmacy operations located at Forest Park Medical Center (the “**Pharmacy**”). Agent may act in this capacity until the earliest of (a) such time as Agent or its designee obtains new pharmacy licenses, DEA registrations and such other registrations for the Pharmacy or (b) forty-five (45) calendar days after the consummation of the purchase and sale of assets contemplated by that certain Asset Purchase Agreement dated as of February ___, 2016 (the “**Agreement**”), to which Operator and Agent are parties, unless, despite Agent’s good faith efforts, the issuance of new pharmacy licenses, DEA registrations and such other registrations for the Pharmacy is delayed by the applicable governmental agency. The Operator further grants this Limited Power of Attorney to Agent to act as the true and lawful agent and attorney-in-fact of the Operator, and to act in the name, place, and stead of the Operator, to execute applications for books of official order forms, to sign such order forms in requisition for controlled substances, in accordance with Section 308 of the Controlled Substances Act (21 U.S.C. 828) and part 1305 of Title 21 of the Code of Federal Regulations, and to carry out the controlled substance activities of the Pharmacy under Seller’s DEA registration.

The Operator recognizes that it remains legally responsible for the pharmacy licenses and DEA and other registrations issued to it, during the period in which this Limited Power of Attorney is in effect. Therefore, the Operator grants this Limited Power of Attorney based upon the following covenants and warranties of Agent: (a) Agent shall follow and abide by and comply with all federal and state laws governing the regulation of controlled substances and pharmacy practice at all times while utilizing this limited power of attorney and (b) Agent, or its designee, shall make application for and pursue its own pharmacy licenses and DEA and other registrations which are required for the distribution of pharmaceuticals, including but not limited to controlled substances, at the Pharmacy, as soon as practicable.

This Limited Power of Attorney For Use of Pharmacy Licenses, DEA and Other Registration Numbers and DEA Order Forms may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement, binding on all of the parties hereto.

[Signature page follows]

IN WITNESS WHEREOF, Operator and Agent have executed this Limited Power of Attorney For Use of Pharmacy Licenses, DEA and Other Registration Numbers and DEA Order Forms as of the ___ day of March, 2016, to be effective as of 12:01 a.m. Central Time on the 1st day of April, 2016.

OPERATOR:

Forest Park Medical Center at Frisco, LLC

By: _____

Name: _____

Title: _____

AGENT:

Columbia Medical Center of Plano Subsidiary, L.P.

By: Columbia Nort Texas Subsidiary GP, LLC
Its: General Partner

By: _____

Name: _____

Title: _____

WITNESSES:

1. _____

2. _____

WITNESSES:

1. _____

2. _____