

HOSPITAL CONVERSION APPLICATION

Please provide the following information (please replicate as needed):

Name of Transacting Parties: Chamber Inc. and Ivy Holdings Inc.
Date Application Resubmitted: February 4, 2020; March 18, 2020
Date of Agreement Execution with the Director for Payment of Costs*: February 19, 2020
Date of Agreement Execution with the Attorney General for Payment of Costs*: January 28, 2020

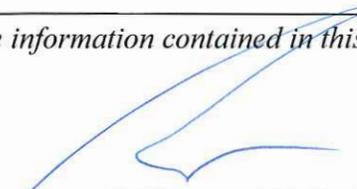
* Please provide copies of the responsive documents.

**All questions concerning this application should be directed to:
Office of Health Care Advocate (401) 274-4400**

CERTIFICATION

Please provide the attestation/verification for each of the Transacting Parties and licensed hospital affiliates. (Please replicate as needed):

I hereby certify that the information contained in this application is complete, accurate and true.



Signed by the President or Chief Executive Officer

Chamber Inc. and Ivy Holdings Inc.
Entity

Subscribed and sworn to before me on this 12 day of December 2019.

mielle Plecki

Notary Public

My Commission Expires: 8/31/21



HOSPITAL CONVERSION APPLICATION

Please provide the following information (please replicate as needed):

Name of Transacting Parties: Ivy Intermediate Holdings, Inc.
Date Application Resubmitted: February 4, 2020; March 18, 2020
Date of Agreement Execution with the Director for Payment of Costs*: February 19, 2020
Date of Agreement Execution with the Attorney General for Payment of Costs*: January 28, 2020

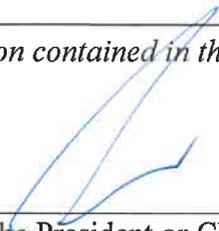
* Please provide copies of the responsive documents.

**All questions concerning this application should be directed to:
Office of Health Care Advocate (401) 274-4400**

CERTIFICATION

Please provide the attestation/verification for each of the Transacting Parties and licensed hospital affiliates. (Please replicate as needed):

I hereby certify that the information contained in this application is complete, accurate and true.



Signed by the President or Chief Executive Officer

Ivy Intermediate Holdings, Inc.
Entity

Subscribed and sworn to before me on this _____ day of _____ 20____.

see attached certificate

Notary Public
My Commission Expires:

CALIFORNIA JURAT WITH AFFIANT STATEMENT

GOVERNMENT CODE § 8202

- See Attached Document (Notary to cross out lines 1–6 below)
- See Statement Below (Lines 1–6 to be completed only by document signer[s], not Notary)

1 _____

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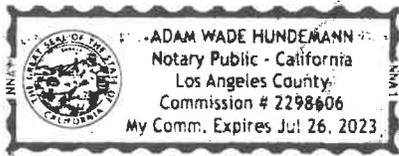
6 _____

Signature of Document Signer No. 1

Signature of Document Signer No. 2 (if any)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
 County of Los Angeles



Place Notary Seal and/or Stamp Above

Subscribed and sworn to (or affirmed) before me
 on this 30 day of January, 2020,
 by _____ Date _____ Month _____ Year _____
 (1) Sang Bum (Samuel) Lee
 (and (2) _____),
 Name(s) of Signer(s)

proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Signature [Handwritten Signature]
 Signature of Notary Public

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

HOSPITAL CONVERSION APPLICATION

Please provide the following information (please replicate as needed):

Name of Transacting Parties: Prospect Medical Holdings, Inc.
Date Application Resubmitted: February 4, 2020; March 18, 2020
Date of Agreement Execution with the Director for Payment of Costs*: February 19, 2020
Date of Agreement Execution with the Attorney General for Payment of Costs*: January 28, 2020

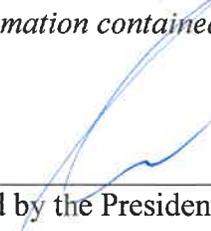
* Please provide copies of the responsive documents.

**All questions concerning this application should be directed to:
Office of Health Care Advocate (401) 274-4400**

CERTIFICATION

Please provide the attestation/verification for each of the Transacting Parties and licensed hospital affiliates. (Please replicate as needed):

I hereby certify that the information contained in this application is complete, accurate and true.



Signed by the President or Chief Executive Officer

Prospect Medical Holdings, Inc.
Entity

Subscribed and sworn to before me on this _____ day of _____ 20__.

See Attached Certificate

Notary Public
My Commission Expires:

HOSPITAL CONVERSION APPLICATION

Please provide the following information (please replicate as needed):

Name of Transacting Parties: Prospect East Holdings, Inc.
Date Application Resubmitted: February 4, 2020; March 18, 2020
Date of Agreement Execution with the Director for Payment of Costs*: February 19, 2020
Date of Agreement Execution with the Attorney General for Payment of Costs*: January 28, 2020

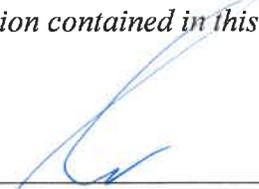
* Please provide copies of the responsive documents.

**All questions concerning this application should be directed to:
Office of Health Care Advocate (401) 274-4400**

CERTIFICATION

Please provide the attestation/verification for each of the Transacting Parties and licensed hospital affiliates. (Please replicate as needed):

I hereby certify that the information contained in this application is complete, accurate and true.



Signed by the President or Chief Executive Officer

Prospect East Holdings, Inc.
Entity

Subscribed and sworn to before me on this _____ day of _____ 20____.

See attached certificate

Notary Public
My Commission Expires:

HOSPITAL CONVERSION APPLICATION

Please provide the following information (please replicate as needed):

Name of Transacting Parties: Prospect East Hospital Advisory Services, LLC
Date Application Resubmitted: February 4, 2020; March 18, 2020
Date of Agreement Execution with the Director for Payment of Costs*: February 19, 2020
Date of Agreement Execution with the Attorney General for Payment of Costs*: January 28, 2020

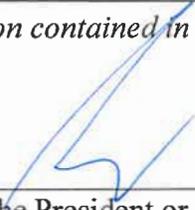
* Please provide copies of the responsive documents.

**All questions concerning this application should be directed to:
Office of Health Care Advocate (401) 274-4400**

CERTIFICATION

Please provide the attestation/verification for each of the Transacting Parties and licensed hospital affiliates. (Please replicate as needed):

I hereby certify that the information contained in this application is complete, accurate and true.



Signed by the President or Chief Executive Officer

Prospect East Hospital Advisory Services, LLC
Entity

Subscribed and sworn to before me on this _____ day of _____ 20__.

see attached certificate

Notary Public
My Commission Expires:

CALIFORNIA JURAT WITH AFFIANT STATEMENT

GOVERNMENT CODE § 8202

- See Attached Document (Notary to cross out lines 1–6 below)
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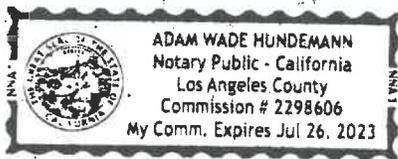
6 _____

Signature of Document Signer No. 1 Signature of Document Signer No. 2 (if any)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
 County of Los Angeles

Subscribed and sworn to (or affirmed) before me
 on this 30 day of January, 2020,
 by _____ Date _____ Month _____ Year _____
 (1) Sang Bum (Samuel) Lee
 (and (2) _____),
 Name(s) of Signer(s)



Place Notary Seal and/or Stamp Above

proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.
 Signature AWH AWH
 Signature of Notary Public

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

HOSPITAL CONVERSION APPLICATION

Please provide the following information (please replicate as needed):

Name of Transacting Parties: Prospect CharterCARE, LLC
Date Application Resubmitted: February 4, 2020; March 18, 2020
Date of Agreement Execution with the Director for Payment of Costs*: February 19, 2020
Date of Agreement Execution with the Attorney General for Payment of Costs*: January 28, 2020

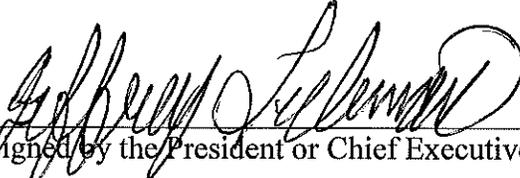
* Please provide copies of the responsive documents.

**All questions concerning this application should be directed to:
Office of Health Care Advocate (401) 274-4400**

CERTIFICATION

Please provide the attestation/verification for each of the Transacting Parties and licensed hospital affiliates. (Please replicate as needed):

I hereby certify that the information contained in this application is complete, accurate and true.


Signed by the President or Chief Executive Officer

Prospect CharterCARE, LLC
Entity

Subscribed and sworn to before me on this 3rd day of FEBRUARY 2020.



Notary Public

My Commission Expires: August 17, 2022

SHEILA M. CAPOBIANCO
Notary Public, State of Rhode Island
My Commission Expires August 17, 2022

HOSPITAL CONVERSION APPLICATION

Please provide the following information (please replicate as needed):

Name of Transacting Parties: Prospect CharterCARE SJHSRI, LLC
Date Application Resubmitted: February 4, 2020; March 18, 2020
Date of Agreement Execution with the Director for Payment of Costs*: February 19, 2020
Date of Agreement Execution with the Attorney General for Payment of Costs*: January 28, 2020

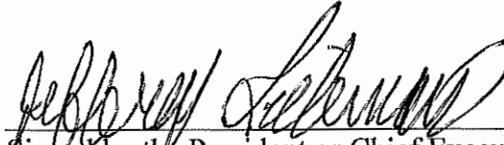
* Please provide copies of the responsive documents.

**All questions concerning this application should be directed to:
Office of Health Care Advocate (401) 274-4400**

CERTIFICATION

Please provide the attestation/verification for each of the Transacting Parties and licensed hospital affiliates. (Please replicate as needed):

I hereby certify that the information contained in this application is complete, accurate and true.


Signed by the President or Chief Executive Officer

Prospect CharterCARE SJHSRI, LLC
Entity

Subscribed and sworn to before me on this 3rd day of FEBRUARY 2020.


Notary Public

My Commission Expires: August 17, 2022

SHEILA M. CAPOBIANCO
Notary Public, State of Rhode Island
My Commission Expires August 17, 2022

HOSPITAL CONVERSION APPLICATION

Please provide the following information (please replicate as needed):

Name of Transacting Parties: Prospect CharterCARE RWMC, LLC
Date Application Resubmitted: February 4, 2020; March 18, 2020
Date of Agreement Execution with the Director for Payment of Costs*: February 19, 2020
Date of Agreement Execution with the Attorney General for Payment of Costs*: January 28, 2020

* Please provide copies of the responsive documents.

**All questions concerning this application should be directed to:
Office of Health Care Advocate (401) 274-4400**

CERTIFICATION

Please provide the attestation/verification for each of the Transacting Parties and licensed hospital affiliates. (Please replicate as needed):

I hereby certify that the information contained in this application is complete, accurate and true.


Signed by the President or Chief Executive Officer

Prospect CharterCARE RWMC, LLC
Entity

Subscribed and sworn to before me on this 3RD day of FEBRUARY 2020.


Notary Public
My Commission Expires: August 17, 2022

SHEILA M. CAPOBIANCO
Notary Public, State of Rhode Island
My Commission Expires August 17, 2022

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1. Please provide an executive summary of the proposed conversion which shall include a discussion of the date of implementation, purchase price, source of funds, debt, commitments for and development of new services and/or facilities, and reduction of existing services and/or facilities that are associated with the proposed conversion.

Prospect CharterCARE RWMC, LLC d/b/a Roger Williams Medical Center (“RWMC”) is a licensed acute care hospital (license number HOSP00133) located in Providence, Rhode Island. Prospect CharterCARE SJHSRI, LLC d/b/a Our Lady of Fatima Hospital (“OLF”) is a licensed acute care hospital (license number HOSP00132) located in North Providence, Rhode Island (collectively referred to as “The Hospitals”). The Hospitals provide a wide array of high quality and cost-effective services to their patients, including emergency department services, ambulatory care services, and inpatient and outpatient services including cancer care, elder care, gastroenterology, psychiatric, mental health, and addiction medicine services. The Hospitals maintain a strong licensure track record of providing high quality services to their patients. RWMC is an academic medical center affiliated with Boston University School of Medicine. The Hospitals are accredited by the Joint Commission.

This application seeks approval for a change in ownership of The Hospitals’ ultimate parent (five companies removed from The Hospitals) in order to effectuate a buy-out of the private equity investors as described more fully below. The proposed change in ownership of the ultimate parent company, to be implemented as of April 15, 2020, will have no impact on the day to day services provided by The Hospitals. Prospect CharterCARE, LLC (“PCC”) wholly owns The Hospitals, PCC is owned 85% by Prospect East Holdings, Inc. (“PEH”) and 15% by CharterCARE Community Board (“CCCB”). PEH is wholly owned by Prospect Medical Holdings, Inc. (“PMH”). PMH is wholly owned by Ivy Intermediate Holding Inc. (“IIH”), which is wholly owned by Ivy Holdings Inc. (“IH”). IH is currently owned by a combination of private equity investment partnerships (the “Corporate Passive Investor”), Sam Lee, the CEO of PMH, and David Topper, one of the original co-founders of PMH with Mr. Lee, through his Family Trust. Other management owns a small minority of shares. A copy of the pre-transaction organizational chart is attached at Tab 6.

The proposed transaction involves a change to IH *only* – a holding company five times removed from The Hospitals (the “Transaction”). Specifically, the change involves two individual shareholders – Lee and Topper (through his Family Trust) – becoming the sole shareholders of a newly formed entity, Chamber Inc. (“Chamber”), which will become the parent of IH. A copy of the post-Transaction organizational chart is attached at Tab 6. The capital costs of the transaction are eleven million nine hundred forty thousand nine-hundred ninety-two dollars (\$11,940,992.00) with no debt associated with the proposed payment. The Transaction includes \$50 Million of pension fund payments, as well as the assumption of over \$1 Billion in liabilities. There were no dividends made in connection with this Transaction prior to the date of the Initial Application. After the Transaction, the Corporate Passive Investor and the other minority management shareholders will no longer retain any ownership in IH. The transaction funds will not come from or affect any of the PCC entities; instead, the transaction funds consist entirely of available PMH

corporate cash. A copy of the Merger Agreement is attached at Tab 12. The Transacting Parties as used herein refers to Chamber, IH, IIH, PMH, PEH, Prospect East Hospital Advisory Services, LLC (“PEHAS”), PCC, RWMC and OLF.

Following the Transaction, all existing entities described above will remain as surviving corporations. There will be no change whatsoever to any of the existing entities that will in any way impact the operations or governance of any PCC licensed facilities, including The Hospitals. Specifically, PMH will continue to own PEH, PEH will continue to own PCC, and PCC will continue to own and operate The Hospitals.

In particular, the Transaction will not impact the services provided, the populations served, the payor mix, the governance, the tax ID numbers, the provider numbers, staffing, strategic plans, financial condition, professional, clerical, administrative, or medical staff, policies and procedures (including charity care), or the assets, liabilities, and obligations. Following the Transaction, The Hospitals will continue to provide high quality and cost efficient care to members of the Rhode Island community.

2. Please provide the following:

a. Contact information of President or CEO of each Transacting Party (Please replicate as needed):

Name: Samuel S. Lee, CEO of Chamber Inc.	Telephone: (310) 943-4500	
Address: 3415 South Sepulveda Blvd. 9th Floor	State: CA	Zip: 90034
E-mail: sam.lee@pmh.com	Fax: (310) 943-4504	

Contact information of President or CEO of each Transacting Party (Please replicate as needed):

Name: Samuel S. Lee, CEO of Ivy Holdings Inc.	Telephone: (310) 943-4500	
Address: 3415 South Sepulveda Blvd. 9th Floor	State: CA	Zip: 90034
E-mail: sam.lee@pmh.com	Fax: (310) 943-4504	

Contact information of President or CEO of each Transacting Party (Please replicate as needed):

Name: Samuel S. Lee, CEO of Ivy Intermediate Holding Inc.	Telephone: (310) 943-4500	
Address: 3415 South Sepulveda Blvd. 9th Floor	State: CA	Zip: 90034
E-mail: sam.lee@pmh.com	Fax: (310) 943-4504	

Contact information of President or CEO of each Transacting Party (Please replicate as needed):

Name: Samuel S. Lee, CEO of Prospect Medical Holdings, Inc.	Telephone: (310) 943-4500	
Address: 3415 South Sepulveda Blvd. 9th Floor	State: CA	Zip: 90034
E-mail: sam.lee@pmh.com	Fax: (310) 943-4504	

Contact information of President or CEO of each Transacting Party (Please replicate as needed):

Name: Samuel S. Lee, CEO of Prospect East Holdings, Inc.	Telephone: (310) 943-4500	
Address: 3415 South Sepulveda Blvd. 9th Floor	State: CA	Zip: 90034

E-mail: sam.lee@pmh.com	Fax: (310) 943-4504
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Contact information of President or CEO of each Transacting Party (Please replicate as needed):

Name: Samuel S. Lee, CEO of Prospect East Hospital Advisory Services, LLC	Telephone: (310) 943-4500	
Address: 3415 South Sepulveda Blvd. 9th Floor	State: CA	Zip: 90034
E-mail: sam.lee@pmh.com	Fax: (310) 943-4504	

Contact information of President or CEO of each Transacting Party (Please replicate as needed):

Name: Jeffrey Liebman, CEO of Prospect CharterCARE, LLC	Telephone: (401) 456-2084	
Address: 825 Chalkstone Avenue, Providence	State: RI	Zip: 02908
E-mail: Jeffrey.liebman@chartercare.org	Fax: (401) 456-2029	

Contact information of President or CEO of each Transacting Party (Please replicate as needed):

Name: Jeffrey Liebman, CEO of Prospect CharterCARE SJHSRI, LLC	Telephone: (401) 456-2084	
Address: 825 Chalkstone Avenue, Providence	State: RI	Zip: 02908
E-mail: Jeffrey.liebman@chartercare.org	Fax: (401) 456-2029	

Contact information of President or CEO of each Transacting Party (Please replicate as needed):

Name: Jeffrey Liebman, CEO of Prospect CharterCARE RWMC, LLC	Telephone: (401) 456-2084	
Address: 825 Chalkstone Avenue, Providence	State: RI	Zip: 02908
E-mail: Jeffrey.liebman@chartercare.org	Fax: (401) 456-2029	

- b. Name, title, address, phone, fax and email of one contact person for each Transacting Party for this application process (only if different from the President/CEO in Question 2)(Please replicate as needed):

Name: Patricia K. Rocha, Esq.	Telephone: (401) 274-7200	
Address: One Citizens Plaza, 8th Floor	State: RI	Zip: 02903
E-Mail: <u>procha@apslaw.com</u>	Fax: (401) 751-0604	

3. Please provide the following:
- a. With regard to the officers, members of the boards of directors, trustees, executives, and senior managers of each of the Transacting Parties and their Rhode Island Affiliated Hospitals, please provide the following for the past 2 years: (a) name; (b) address; (c) phone number; (d) occupation; and (e) tenure. **See Tab 3a**
 - b. The (a) name; (b) address; (c) phone number; and (d) occupation of the proposed members of the board of directors, trustees, executives and senior managers after the conversion of the Transacting Parties and their Rhode Island Affiliated Hospitals, identifying any additional members or removal of members. **See Tab 3b**
 - c. A description of the governance structure of the New Hospital(s) after conversion, including a description of how members of any board of directors, trustees or similar type group will be chosen. **Not Applicable – There will be no change to the governance structure of the Hospitals including management of The Hospital subsidiaries, any management companies and management agreements as a result of the Transaction.**

4. Please provide agenda and minutes of all meetings of the board of directors or trustees and any of its committees, subcommittees, task forces **related to the conversion**, or similar entities (excluding those focused on peer review and confidential medical matters) that occurred within the 2-year period (24 months) prior to submission of the application to the present in identifiable format. Please note, meeting packages may also be requested by the Attorney General to complete the Initial Application. **See Tab 4. The attached minutes, agenda and board packet include all the agendas, minutes, or packets related to the conversion including conversation or discussion of the proposed conversion at all corporate levels, both prior to or following the approved votes to the present, inclusive of any notices or updates provided to lower subsidiaries. There are no other Board meetings where the prepared conversion was discussed or voted on and no other votes or notice were required other than what was provided in response to this question.**

5. Please provide any amendments for each of the Transacting Parties and their Rhode Island Affiliated Hospitals: **As requested in the March 4, 2020 deficiency letter, see Tab 5 for documents relating to the incorporation of Chamber and Chamber Merger Sub Inc. There is no shareholder agreement between the shareholders of Chamber**

- a. Charter;
- b. Certificate and Articles of Incorporation and By-laws;
- c. Certificate of Partnership and Partnership Agreement;
- d. Certificates or Articles of Organization and Operating Agreement;
- e. Other organizational documents

If any of the above documents are proposed to be revised or modified in any way as a result of the proposed conversion, include the proposed revisions or modifications.

6. Please provide the following:
- a. Organizational charts for the existing and post-conversion Transacting Parties and each partner, affiliate, parent, subsidiary or related legal entity in which either Transacting Party has a twenty percent (20%) or greater ownership or membership interest or control; and **See Tab 6**
 - b. A detailed narrative that describes the existing and proposed post-conversion organizational structure for the Transacting Parties and each partner, affiliate, parent, subsidiary or related legal entity in which either Transacting Party has a twenty percent (20%) or greater ownership or membership interest or control. **See Tab 6. PCC wholly owns RWMC and OLF. PCC is owned 85% by PEH and 15% by CCCB. PEH is wholly owned by PMH. PMH is wholly owned by IIH, which is wholly owned by IH. IH is currently owned by a combination of private equity investment partnerships, Sam Lee, the CEO of PMH, and David Topper, one of the co-founders of PMH, through his Family Trust. Other management owns a small majority of shares. The proposed transaction involves a change to IH *only* – a holding company five times removed from the Hospitals. Specifically, the change involves two individual shareholders – Lee and Topper (through his Family Trust) – becoming the sole shareholders of the newly formed entity, Chamber, which will become the parent of IH. After the Transaction, the Corporate Passive Investor and the other minority management shareholders will no longer retain any ownership in IH. Following the Transaction, all existing entities described above will remain as surviving corporations. Specifically, PMH will continue to own PEH, PEH will continue to own PCC, and PCC will continue to own and operate The Hospitals.**

7. Please provide a description of criteria established by the board of directors of the Existing Hospital(s) for pursuing a proposed conversion with one or more health care providers. **None**

8. Please provide the names, addresses and phone numbers of professional consultants engaged by the Transacting Parties in connection with the proposed conversion. **See Tab 8**

9. Please provide a copy of any agreement outlining the scope of services to be rendered by any consultant or expert engaged by the Transacting Parties in connection with the proposed transaction, including the cost thereof. **There are no agreements with consultants outlining the scope of services to be rendered by a consultant or expert specific to the proposed transaction.**

10. Please provide copies of current conflict of interest forms from all incumbent or recently incumbent officers, members of the board of directors, trustees and senior managers, including the medical directors of the Transacting Parties, and experts and consultants engaged by the Transacting Parties in connection with the proposed transaction, on a form acceptable to the Attorney General (“incumbent or recently incumbent” means those individuals holding the position at the time the application is submitted and any individual who held a similar position within one year prior to the filing of the application). **See Tab 10**.

In response to the March 4, 2020 deficiency letter, the Transacting Parties have presented conflict of interest statements to the following individuals for execution:

- **Cindra Syverson,**
- **Laura Lacorte,**
- **Debby Berry,**
- **Donna Rubinate,**
- **Susan C. Benfeito,**
- **R. Otis Brown,**
- **Guenevieve del Mundo,**
- **Dan Ison,**
- **Lynn Leahey,**
- **Eleanor Milo,**
- **Joseph Samartano, Jr.,**
- **Aaron Bloomenthal,**
- **Raffi Calikyan,**
- **Steven Colagiovanni,**
- **Deborah Giannini,**
- **Charles E. Maynard,**
- **Cynthia Alves,**
- **Louis J. Mariorenzi,**
- **Lisa A. Ranglin**
- **Kara Magiera.**

As the conflict of interest responses are received, the Transacting Parties will supplement the Application. The Transacting Parties have not presented conflict of interest statements to Ellen Shin or Dan Janicak. Ms. Shin is on medical leave and Mr. Janicak left OLF approximately twelve (12) months ago and has not been employed by or affiliated with any PMH entity since that time.

The following individuals do not receive compensation for their position as board members: (i) John Baumer; (ii) Alyse Wagner; (iii) Michael Solomon; and (iv) Prasad Jeeredii, MD.

Finally, none of the persons and/or entities listed in deficiency 23 and Section 4.03(e) of the Merger Agreement who have not provided conflict of interest statements are incumbent or

recently incumbent officers, members of the board of directors, trustees, senior managers, experts or consultants. Accordingly conflict of interest statements from such persons or entities are not within the scope of this question. The shareholders who are officers or directors, Samuel Lee, David Topper, Dr. Prasad Jeerreddi, Dr. Mitchell Lew and Bruce Grimshaw have submitted conflict of interest statements.

11. Please provide conflict of interest statements, policies and procedures for each of the Transacting Parties. See **Tab 11**, which applies to all Prospect subsidiaries.

12. Please provide the binding transaction documents, such as an asset purchase and/or transfer agreement, affiliation agreement and/or memorandum of understanding and all exhibits and schedules thereto (including any updates or supplements as they occur). **See Tab 12 for Waivers and Modification of Closing Conditions pursuant to Section 6.12 of the Merger Agreement that was discussed on the February 24, 2020 call. There was no discussion of any letter relating to Section 6.11 of the Merger Agreement on that call.**

13. Please discuss whether the proposed transaction will require review by any relevant federal authority and, if so, please identify such review(s) and the status thereof. **None**

14. Please identify all government (including local, state, or federal) permits, licenses, or other approvals necessary to implement the proposed conversion and the status thereof. **Rhode Island Change in Effective Control and Hospital Conversions Act review and California Board of Pharmacy review. The California Board of Pharmacy review has been granted. No notice is needed to, or approval from, the Joint Commission, in order to implement the proposed conversion.**

15. Please provide a list with detailed descriptions of all agreements executed or anticipated to be executed by any of the Transacting Parties in connection with the proposed conversion. **See Tab 15 for IH Shareholder Agreement and notices. The Ivy Holdings Inc. Notice of Stockholder Action Taken By Written Consent and Notice of Statutory Appraisal Rights, as well as the Letter of Transmittal, were sent on or around October 15, 2019 to the shareholders listed in Section 4.03(e) of the Merger Agreement. The Ivy Holdings Inc. Supplemental Notice to Shareholders was sent on or around October 29, 2019 to the shareholders listed in Section 4.03(e) of the Merger Agreement.**

16. Please provide copies of audited income statements, balance sheets, other financial statements, and management and discussion letters for the past 2 years, audited interim financial statements and income statements, together with a detailed description of the financing structure of the proposed conversion including equity contribution, debt restructuring, stock issuance, partnership interests, stock offerings and the like, and unaudited financial statements (where audited financial statements are unavailable) for the Transacting Parties and their Rhode Island Affiliated Hospitals. **There are no audited or unaudited financial statements for Chamber, IH, IIH, PEH or PEHAS, as there has been no financial activity in those entities. See Tab 16 for the audited financial statements for PMH, PCC, and The Hospitals for years 2017, 2018 and 2019. The Transaction funds consist entirely of corporate cash. The Transacting Parties will not incur any additional debt nor distribute any dividends to the acquiror as a result of this Transaction.**

Please note that during this time the member contribution to PCC as reflected on the balance sheet increased from approximately \$65.2 million to approximately \$120.1 million. Furthermore, Prospect's cash support to PCC and each individual hospital is reflected in their respective balance sheets as a due to affiliated companies. It should be noted that although each hospital received financial support from Prospect, from an operational perspective, it has had a positive EBITDA (other than SHJSRI for the short year 9/30/2014) in each year of operations. Pursuant to the provisions of the APA, Prospect provided significant financial support to PCC through physician engagement strategies and investments that have better positioned it for future success as an integral part of Rhode Island's healthcare delivery system.

17. Please provide the names of persons currently holding a position as an officer, director, board member, or senior manager who will or will not maintain any position with the New Hospital(s) post conversion and whether any said person will receive any salary, severance, stock offering or any financial gain current or deferred as a result of or in relation to the proposed conversion. **See Tabs 3A and 3B for information regarding individual positions with The Hospitals. Please see Tab 12 for listing of shares. There are no persons currently holding a position as an officer, director, board member, or senior manager that will receive any salary, severance or any financial gain current or deferred as a result of or in related to the proposed conversion.**

18. Please provide a list with detailed descriptions of all agreements or proposed agreements reflecting any current and/or future employment or compensated relationship between the acquiror (or any related entity) and any officer, director, board member, trustee, or senior manager of the acquiree (or any related entity). **None**

19. Please provide all documents related to the resignations of any directors, board members, senior managers and officers of each of the Transacting Parties and/or their Rhode Island Affiliated Hospitals within the prior year. **None**

20. Please provide a detailed description as each relates to the proposed transaction for equipment leases, insurance, regulatory compliance, tax status, pending litigation or pending regulatory citations, pension plan descriptions and employee benefits, environmental reports, assessments, and organizational goals. **There will be no impact as a result of the Transaction on equipment leases, insurance, regulatory compliance, tax status, pending litigation or pending regulatory citations, pension plan descriptions and employee benefits, environmental reports, assessments, and organizational goals.**

21. Please provide a description and quantification of the outstanding debts of acquiree and/or their Affiliates, both between and among acquiree and/or their Affiliates, and the plans for the disposition of each such debt if the proposed conversion is approved. **IH and Chamber have no outstanding debts. Please see the audited financial statements at Tab 16, for the description and quantification of the debts for RWMC, OLF, PCC, and PMH. This Transaction will not change, or otherwise impact, the day to day obligations of RWMC, OLF, PCC, and PMH.**

22. Please provide copies of any opinions or memoranda addressing the state and federal tax consequences of the proposed conversion prepared for a Transacting Party by an attorney, accountant, or other expert. **None**

23. Please provide a description of the manner in which the price was determined including which methods of valuation and what data were used, and the names and addresses of persons preparing the documents. See **Tab 23**

24. Please confirm that the Transacting Parties and the Rhode Island Affiliated Hospitals do not maintain any donor restricted gifts and/or charitable assets. **Confirmed**

25. If the acquiror is a for profit corporation that has previously acquired a not for profit hospital under the provisions of the Hospital Conversion Act, the application shall also include a complete statement of performance during the preceding one year with regard to the terms and conditions of approval of conversion and each projection, plan, or description submitted as part of the application for any conversion completed under an application submitted pursuant to the Hospital Conversion Act and made a part of an approval for the conversion pursuant to R.I. Gen. Law §§ 23-17.14-7 or 23-17.14-8. **On or about October 18, 2013, an Initial Application for a Hospital Conversion was filed with the Rhode Island Attorney General whereby PMH, PEH, and PEHAS, Delaware for-profit corporations, together with PCC purchased certain assets of CharterCARE Health Partners (“CCHP”), Roger Williams Medical Center and St. Joseph Health Services of Rhode Island, non-profit Rhode Island corporations with their principle offices located at 825 Chalkstone Avenue, Providence, RI 02908 to form a joint venture to own and operate all of the health care entities associated with CCHP. The proposed transaction was subject to review by the Attorney General pursuant to the Hospital Conversions Act, R.I. Gen. Laws § 23-17.14-1, *et seq.*; and the Attorney General rendered a decision pursuant to such review on May 16, 2014. Thereafter, Prospect has performed with regard to the terms and conditions of approval of conversion and each projection, plan, or description submitted as part of the application for any conversion submitted pursuant to the Hospital Conversion Act and made a part of the approval for the conversion pursuant to R.I. Gen. Law §§ 23-17.14-7 or 23-17.14-8.**

EXHIBIT A

ESCROW AGREEMENT

This AGREEMENT is made and entered into as of **January 28th 2020**, by and among **Chamber Inc.**, having a mailing address of 3415 South Sepulveda Blvd., 9th Floor, Los Angeles, CA 90034, or its assignee, nominee, or designee (“ACQUIRER”), the **Rhode Island Department of Attorney General**, having a mailing address of 150 South Main Street, Providence, RI 02903 (“ATTORNEY GENERAL”), and **Adler Pollock & Sheehan P.C.**, having a mailing address of One Citizens Plaza, 8th Floor, Providence, RI 02903 (the “Escrow Agent”).

Ivy Holdings Inc. (“ACQUIREE”) and ACQUIRER previously entered into an Agreement and Plan of Merger dated October 2, 2019 (the “Merger”), by which ACQUIRER will become the sole stockholder of ACQUIREE as a result of the merger of a subsidiary of ACQUIRER with and into ACQUIREE, subject to the terms and conditions set forth in the Agreement and Plan of Merger (the “Conversion”). In connection with the Conversion, ACQUIRER has submitted a Hospital Conversion Initial Application to the ATTORNEY GENERAL (the “HCA Application”) on December 13, 2019.

In consideration of the mutual promises and covenants herein contained, in order to permit the transaction to proceed on schedule during the pendency of the HCA Review by the ATTORNEY GENERAL, in order to ensure prompt payment of certain costs incurred by the ATTORNEY GENERAL during the HCA Review, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Creation of Escrow Fund. Within ten (10) days of the execution of this Agreement, ACQUIRER shall deliver in escrow to the Escrow Agent the initial sum of \$70,000.00 (the “Escrow Fund”). The Escrow Fund shall be deposited in the existing client trust account maintained by the Escrow Agent or a fiduciary trust account (the “Escrow Account”) and shall be held in such Escrow Account and only released from escrow and distributed in accordance with the terms and conditions of this Agreement.

The Escrow Fund balance shall not be permitted to fall below a minimum balance, on hand at any one time of \$25,000.00, unless otherwise permitted in writing by the ATTORNEY GENERAL. In the event the balance falls below \$25,000.00 at any time, the Escrow Fund shall immediately be increased by ACQUIRER to \$70,000.00. The Escrow Agent shall request from the ACQUIRER amounts sufficient to maintain the minimum balance.

The Escrow Agent shall provide the ATTORNEY GENERAL with written confirmation of the receipt of the funds for the Escrow Account within three (3) business days.

2. Term. Subject to the resolution of any “Claim Notice” (as defined in Section 3) made by the ATTORNEY GENERAL to the Escrow Fund as herein provided and subject to disbursement of the Escrow Fund at all times provided in Section 4 hereof, the term during which the Escrow Agent shall hold all or any portion of the Escrow Fund in the Escrow Account (the “Term”) shall commence upon Escrow Agent’s receipt of such funds and shall terminate upon written approval by a duly authorized representative of the ATTORNEY GENERAL (to be hereinafter referred to as the “Termination Date”).

3. Claims Against the Escrow Fund.

(a) During the Term, if the ATTORNEY GENERAL incurs costs pursuant to the Reimbursement Agreement entered into pursuant to the authority granted to the ATTORNEY GENERAL under RIGL § 23-17.14-1, *et seq.*, the ATTORNEY GENERAL may request that the Escrow Agent disburse an amount equal to such incurred costs from the Escrow Fund as designated by the ATTORNEY GENERAL in accordance with the terms and conditions of this Section 3. In such event, the ATTORNEY GENERAL shall deliver to the Escrow Agent a written notice of such claim or claims (a “Claim Notice”) with a copy delivered contemporaneously to ACQUIRER and ACQUIREE. Such written notice shall state in reasonably sufficient detail the events or circumstances which form the basis for such claim or claims, and also shall state the amount of such claim or claims.

(b) If ACQUIRER objects to any Claim Notice, then it shall deliver to the Escrow Agent, within five (5) days after its receipt of a Claim Notice pursuant to Section 3(a), a written objection notice (an “Objection Notice”) with a copy delivered contemporaneously to the ATTORNEY GENERAL, setting forth in reasonable detail the basis of such objection.

(c) ACQUIRER and the ATTORNEY GENERAL shall attempt in good faith to resolve the dispute within ten (10) days after the ATTORNEY GENERAL’s receipt of the applicable Objection Notice. If ACQUIRER and the ATTORNEY GENERAL are able to resolve such dispute within such ten (10) day period, they jointly shall give written notice to the Escrow Agent to disburse the Escrow Fund or any portion thereof, as the case may be, as designated by the ATTORNEY GENERAL. If ACQUIRER and the ATTORNEY GENERAL are unable to resolve such dispute within such ten (10) day period, the Escrow Agent shall continue to hold in escrow the total amount claimed by ATTORNEY GENERAL which is disputed by ACQUIRER until such claim is resolved as set forth herein.

(d) In the event the ATTORNEY GENERAL and ACQUIRER do not resolve their dispute within the ten (10) day period set forth in Section 3(c) above, then the ATTORNEY GENERAL may take the following actions:

(i) Require immediate compliance subject to the authority of the ATTORNEY GENERAL, including denial of the HCA Application; and/or

(ii) Enforce compliance through action in the Superior Court of Providence County, such action to include but not be limited to immediate affirmative relief and/or mandatory injunction.

(e) Advance consent to Superior Court jurisdiction with regard to the remedies referred to in this Section 4(d) is hereby given by ACQUIRER.

4. Disbursements from the Escrow Fund.

(a) Any claim against the Escrow Fund shall be deemed a "Final Claim" if: (i) no Objection Notice to the payment of any amount claimed in compliance with the terms and conditions hereof is delivered timely by ACQUIRER pursuant to Section 3(b); (ii) such claim has been finally determined by settlement between the ATTORNEY GENERAL and ACQUIRER; (iii) such claim has been finally determined by order of the Superior Court of Providence County in accordance with Section 3(d)(ii); or (iv) an immediate compliance order has been issued by the ATTORNEY GENERAL in accordance with Section 3(d)(i).

(b) Until the Termination Date, the Escrow Agent shall make funds available for disbursement as designated by the ATTORNEY GENERAL for any Final Claim as required in accordance with the instructions of the ATTORNEY GENERAL, such disbursement to be made from time to time upon the third (3rd) business day after each such claim becomes a Final Claim and, if requested by the ATTORNEY GENERAL, ACQUIRER shall replenish the Escrow Fund with the amount of any such disbursement within five (5) days after completion of such disbursement.

(c) Any provision hereof to the contrary notwithstanding, the amounts that may become due and be disbursed from the Escrow Fund as designated by the ATTORNEY GENERAL shall not exceed the balance of the Escrow Fund at the time such disbursement becomes due. To the extent that any claims set forth in one or more Claims Notice shall exceed the amount of the Escrow Fund, ACQUIRER shall be solely responsible for paying such amounts when, as and if due and payable pursuant to this Agreement.

(d) If, on the Termination Date, (i) any claims have been asserted pursuant to Section 3 for which an Objection Notice is not yet due or has been duly delivered and for which the objections contained therein have not been resolved pursuant to the terms and conditions hereof; or (ii) there are any Final Claims which remain undisbursed by the Escrow Agent, then the Escrow Agent shall reserve and continue to hold in the Escrow Fund an amount equal to the lesser of: (1) the total amount of all such unresolved claims or unpaid Final Claims, or (2) the remaining

balance of the Escrow Fund. If the amount so reserved is less than the remaining balance of the Escrow Fund, the amount of the Escrow Fund in excess of the amount so reserved shall be disbursed to ACQUIRER.

(e) After the Termination Date, the Escrow Agent shall disburse amounts from the remaining balance of the Escrow Fund as designated by the ATTORNEY GENERAL if and when any unresolved claims become Final Claims. If at such time after the Termination Date all unresolved claims have been resolved and all Final Claims have been disbursed, the Escrow Agent shall disburse the remaining balance (if any) of the Escrow Fund to ACQUIRER.

5. Escrow Agent.

(a) The duties of the Escrow Agent hereunder shall be administrative in their entirety and not discretionary. The Escrow Agent shall be obligated to act only in accordance with written instructions received by it arising out of or in connection with this Agreement and is authorized hereby to comply with any notices, directives of the ATTORNEY GENERAL, final orders, judgments or decrees of any court of competent jurisdiction and shall not be liable to any party hereto as a result of its compliance with the same.

(b) The ATTORNEY GENERAL and ACQUIRER each acknowledge and agree that the Escrow Agent (i) shall be obligated only for the performance of such duties applicable to the Escrow Agent as specifically set forth in this Agreement; (ii) shall not be obligated to take any legal or other action hereunder which might in its judgment involve any expense or liability unless it shall have been furnished with acceptable indemnification; (iii) may rely on and shall be protected in acting or refraining from acting upon any written notice, instruction, instrument, statement, request or document furnished to it hereunder in accordance with the terms hereof and reasonably believed by it to be genuine and to have been signed or presented by the proper person, and shall have no responsibility for determining the accuracy thereof, and (iv) may consult with counsel satisfactory to it, including in-house counsel, and the opinion of such counsel shall be full and complete authorization and protection in respect of any action reasonably taken, suffered or omitted by it hereunder in good faith and in accordance with the opinion of counsel.

(c) The Escrow Agent, as a condition to any final disposition of the Escrow Fund, may require a release by the ATTORNEY GENERAL and ACQUIRER of the Escrow Agent from any liability arising out of its execution or performance of this Agreement, such release to be in a form reasonably satisfactory to the Escrow Agent and not to be unreasonably withheld or delayed by the ATTORNEY GENERAL or ACQUIRER.

(d) ACQUIRER agrees to pay the Escrow Agent the reasonable costs and expenses, including reasonable legal fees, for its provision of services hereunder. The Escrow Agent shall be entitled to reimbursement on demand for all reasonable expenses incurred in

connection with the administration of the Escrow Fund or in its capacity as Escrow Agent, including without limitation, payment of reasonable legal fees incurred by the Escrow Agent in connection with the resolution of any claim by any party hereunder.

(e) Neither the Escrow Agent nor any of its partners, directors, officers, or employees shall be liable to any person or entity for any action taken or omitted to be taken by it or any of its directors, officers, or employees hereunder except in the case of gross negligence, bad faith or willful misconduct. ACQUIRER agrees to indemnify the Escrow Agent and hold it harmless from and against any loss, liability or expense of any nature incurred by the Escrow Agent arising out of or in connection with this Agreement or with the administration of its duties hereunder, including but not limited to reasonable legal fees and other costs and expenses of defending or preparing to defend against any claim or liability, unless such loss, liability or expense shall be caused by the Escrow Agent's gross negligence, willful misconduct or bad faith. In no event shall the Escrow Agent be liable for indirect, special or consequential damages.

(f) All indemnity obligations of ACQUIRER set forth in Section 5(e) above shall survive the termination of this Agreement.

(g) By execution and delivery of this Agreement, the Escrow Agent acknowledges that the terms and conditions of this Agreement are acceptable, and it agrees to carry out the provisions of this Agreement on its part to be carried out.

(h) The Escrow Agent may resign as such following the giving of thirty (30) days prior written notice to the other parties hereto; provided, however, it is the Escrow Agent's responsibility to nominate a suitable successor Escrow Agent to the ATTORNEY GENERAL and ACQUIRER, with notice to ACQUIREE. Similarly, the Escrow Agent may be removed and replaced following the giving of thirty (30) days prior written joint notice to the Escrow Agent and ACQUIREE by the ATTORNEY GENERAL and ACQUIRER. In either event, the duties of the Escrow Agent shall terminate thirty (30) days after the date of such notice (or as of such earlier date as may be mutually agreeable to all of the parties hereto); and the Escrow Agent shall then deliver the balance of the Escrow Fund then in its possession to a successor escrow agent as shall be appointed jointly by the ATTORNEY GENERAL and ACQUIRER as evidenced by a written notice delivered to the Escrow Agent and ACQUIREE.

(i) If, for any reason, any successor is unwilling to serve as successor Escrow Agent and if the other parties hereto are unable to agree upon a successor or shall have failed to appoint a successor prior to the expiration of thirty (30) days following the date of the notice of resignation or removal, the then acting Escrow Agent may petition any court of competent jurisdiction for the appointment of a successor escrow agent or other appropriate relief, and any such resulting appointment shall be binding upon all of the parties hereto.

(j) Every successor appointed hereto shall execute, acknowledge and deliver to its predecessor, and also to ACQUIRER and the ATTORNEY GENERAL, with a copy to ACQUIREE, an instrument in writing accepting such appointment hereunder, and thereupon such successor, without any further act, shall become fully vested with all the duties, responsibilities and obligations of its predecessor; and the existing Escrow Agent shall duly assign, transfer, and deliver all property, securities and funds held by it constituting the Escrow Fund pursuant to this Agreement to its successor. If any instrument is required by any successor for more fully vesting in such successor the rights, duties, responsibilities and obligations hereby vested or intended to be vested in the predecessor, any and all such instruments in writing shall, on the request of any of the other parties hereto, be executed, acknowledge and delivered by the predecessor.

(k) In the event of an appointment of a successor Escrow Agent, the predecessor shall cease to be the custodian of any fund, securities or other assets and records it may hold pursuant to this Agreement after the predecessor transfers the then remaining balance of the Escrow Fund to its successor, and the successor shall become such custodian.

(l) Upon acknowledgment by any successor Escrow Agent of the receipt of the then remaining balance of the Escrow Fund, the then acting Escrow Agent shall be fully released and relieved of all duties, responsibilities and obligations under this Agreement arising after such acknowledgment.

6. Entire Agreement, Amendments, and Waivers. This Agreement (and the Reimbursement Agreement as to the ATTORNEY GENERAL and the ACQUIRER) contains the entire agreement (including representations, warranties and covenants) among the parties hereto pertaining to the subject matter hereof and supersedes all prior and contemporaneous agreements, negotiations, discussions, arrangements or understandings with respect thereto. No amendment, supplement, modification or waiver of this Agreement shall be binding unless executed in writing by each of the parties hereto. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provisions hereof (whether or not similar), nor shall such waiver constitute a continuing waiver unless otherwise expressly provided.

7. Execution Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be regarded as an original and all of which shall constitute but one and the same instrument.

8. Severability. If any provision of this Agreement, or any covenant, obligation or agreement contained herein, is determined by a court of competent jurisdiction to be invalid or unenforceable, such determination shall not affect any other provision, covenant, obligation or agreement, each of which shall be construed and enforced as if such invalid or unenforceable portion were not contained herein. Such invalidity or unenforceability shall not affect any valid and enforceable application thereof; and each such provision, covenant, obligation or agreement

shall be deemed to be effective, operative, made, entered into or taken in the manner and to the fullest extent permitted by law.

9. Captions. The captions and headings in this Agreement shall be solely for convenience of reference and shall in no way define, limit or describe the scope or intent of any provisions or sections of this Agreement.

10. Reproduction of Documents. This Agreement and all documents relating thereto, including without limitation, (a) consents, waivers and modifications which hereafter may be executed, and (b) certificates and other information previously or hereafter furnished, may be photocopied or otherwise reproduced, and any such reproduction shall be admissible in evidence as the original itself in any judicial or administrative proceeding, regardless of whether the original is in existence and regardless of whether such reproduction was made by a party in the regular course of business.

11. Force Majeure. Neither the ACQUIRER, its subsidiaries or affiliates, nor the Escrow Agent shall be responsible for delays or failures in performance resulting from acts beyond its control. Such acts shall include, but not be limited to, acts of God, strikes, lockouts, riots, acts of war, epidemics, governmental regulations superimposed after the fact, fire, communication line failures, power failures, earthquakes or other disaster.

12. Notices. Except as may otherwise expressly be provided herein, any notice required or desired to be served, given or delivered hereunder shall be in writing and shall be deemed to have been validly served, given or delivered upon the earlier of (a) personal delivery to the addresses set forth above, (b) in the case of facsimile transmission, immediately upon confirmation of completion of transmissions, (c) in the case of mailed notice, upon receipt by receiving party, with proper postage for registered or certified mail, return receipt requested, prepaid, sent to the addresses set forth above.

13. Successors. This Agreement shall be binding upon and inure to the benefit of the successors and permitted assignees of the parties hereto, and no other person shall have any right, benefit or obligations hereunder.

14. Governing Law. This Agreement is governed by the laws of the State of Rhode Island.

15. Escrow Agent as Counsel to ACQUIRER. The ATTORNEY GENERAL and ACQUIRER acknowledge that the Escrow Agent has acted as counsel to ACQUIRER regarding the transaction which is the subject of this Agreement and may hereafter continue to act as counsel to ACQUIRER regarding such transaction and other matters, and the ATTORNEY GENERAL agrees that it will not seek to disqualify the Escrow Agent from acting and continuing to act as

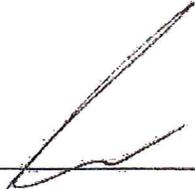
such counsel in the event of any dispute hereunder or in the course of the defense or prosecution of any claim relating to the transactions contemplated by this Agreement.

16. Enforcement. Failure to abide by the terms and conditions of this Agreement shall be cause for the ATTORNEY GENERAL to bring an action in the Superior Court for appropriate relief including affirmative relief and/or mandatory injunction consistent with the intent and purpose of the Agreement. Advance consent to Superior Court jurisdiction with regard to the remedies referred to in this Section 16 is hereby given to ACQUIRER.

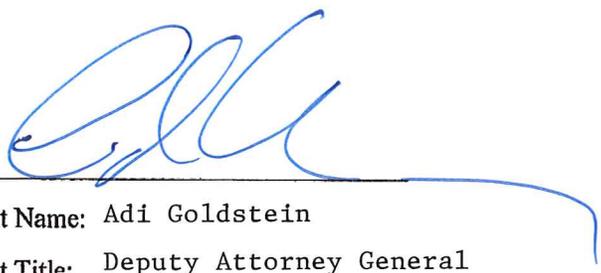
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IN WITNESS WHEREOF, the parties hereto have executed and delivered this Agreement as of the date first above written.

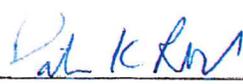
CHAMBER INC.

UP
By: 
Print Name: Samuel S. Lee
Print Title: Chief Executive Officer

RHODE ISLAND DEPARTMENT OF ATTORNEY GENERAL

By: 
Print Name: Adi Goldstein
Print Title: Deputy Attorney General

ADLER POLLOCK & SHEEHAN P.C.

By: 
Print Name: PATRICIA K ROCHA
Print Title: SHAREHOLDER

REIMBURSEMENT AGREEMENT

This Agreement is made as of the 28th day of **January, 2020** by and between the **Department of Attorney General**, 150 South Main Street, Providence, Rhode Island 02903 (“ATTORNEY GENERAL”), **Chamber Inc.**, a Delaware corporation with its principal offices located at 3415 South Sepulveda Blvd., 9th Floor, Los Angeles, CA 90034 (“CHAMBER”), and **Ivy Holdings Inc.**, a Delaware corporation with its principal offices located at 3415 South Sepulveda Blvd., 9th Floor, Los Angeles, CA 90034 (“IVY”).

WHEREAS, on or about December 13, 2019, CHAMBER and IVY filed an initial application for a hospital conversion pursuant to R.I. Gen. Laws § 23-17.14-1, *et seq.* (the “HCA Application”), whereby CHAMBER will be the sole stockholder of IVY for the purposes of Samuel S. Lee (“LEE”) and the David & Alexa Topper Family Trust (“TOPPER”) to acquire all of the equity in Chamber (hereafter the “Proposed Transaction”);

WHEREAS, the Proposed Transaction is subject to review by the ATTORNEY GENERAL pursuant to the Hospital Conversions Act (“HCA”), R.I. Gen. Laws § 23-17.14-1, *et seq.*;

WHEREAS, at least one of the applicants is required to execute an agreement with the ATTORNEY GENERAL for the payment of costs for the use of experts and consultants to review the Proposed Transaction pursuant to R.I. Gen. Laws § 23-17.14-13; and

WHEREAS, CHAMBER and IVY have agreed to enter into this Agreement.

NOW THEREFORE, in consideration of the foregoing and of the agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. Commencement Date - The ATTORNEY GENERAL, CHAMBER, and IVY agree that the duties and obligations of the parties pursuant to this Agreement shall commence as of the date hereof.
2. Reimbursement - CHAMBER and IVY agree to reimburse the ATTORNEY GENERAL for any and all reasonable costs and expenses incurred by the ATTORNEY GENERAL in connection with the ATTORNEY GENERAL’S review of the Proposed Transaction including, but not limited to:
 - a. engagement of experts or consultants in its review of the Proposed Transaction, including, but not limited to: (i) fees and costs of experts and consultants providing assistance to the ATTORNEY GENERAL throughout the determination of

completeness of the Initial Application and subsequent review of the Proposed Transaction; (ii) any experts and consultants services in connection with any court proceedings concerning the Proposed Transaction; and (iii) costs incurred by the ATTORNEY GENERAL in connection with obtaining services of experts and consultants;

- b. conducting investigations and/or interviews, or seeking testimony and/or statements in its review of the Proposed Transaction, as contemplated by R.I.G.L. § 23-17.14-14; and
- c. holding a public informational meeting(s) in its review the Proposed Transaction.

The parties acknowledge that such expenses may include, but are not limited to, copying materials, travel expenses, postage, stenographic services and telephone calls.

3. Payment of Expenses – CHAMBER will enter into a mutually acceptable Escrow Agreement attached hereto as Exhibit A governing the establishment of an escrow account with Adler Pollock & Sheehan P.C. for reimbursement of expenses due pursuant to this Agreement. Payment for expenses pursuant to this Agreement shall be due regardless of the ultimate outcome of the review of the Proposed Transaction including, but not limited to, if the HCA Application is withdrawn, denied or approved with conditions unacceptable to CHAMBER or IVY.

4. Submission of Bills - The ATTORNEY GENERAL agrees to submit bills to the Transacting Parties received from the ATTORNEY GENERAL'S experts and consultants, at the discretion of the ATTORNEY GENERAL, either at regular intervals of no less than thirty (30) days or at the conclusion of the services of the expert or consultant. The time entry descriptions may be redacted as necessary to protect any privileged information.

5. Payment of Costs and Expenses Upon Enforcement - If it becomes necessary for the ATTORNEY GENERAL or any expert or consultant to enforce the obligations accepted by CHAMBER and IVY pursuant to this Agreement or the Escrow Agreement, CHAMBER and IVY agree to pay the costs and expenses to enforce this Agreement, including, but not limited to, reasonable attorneys' fees, in addition to any amount due in accordance with the terms of this Agreement.

6. Notification – Any notice required by this Agreement shall be sent via first class and electronic mail as follows:

to **CHAMBER & IVY:**

Samuel S. Lee, CEO
Chamber Inc. & Ivy Holdings Inc.

3415 South Sepulveda Blvd. 9th Floor
Los Angeles, CA 90034

with a copy to:

Patricia K. Rocha, Esq.
Adler Pollock & Sheehan P.C.
One Citizens Plaza, 8th Floor
Providence, RI 02903
procha@apslaw.com

to **ATTORNEY GENERAL:**

Jessica D. Rider, Esq.
Health Care Advocate
Special Assistant Attorney General
150 South Main Street
Providence, RI 02903
jrider@riag.ri.gov

7. Governing Law - This Agreement is governed by the laws of the State of Rhode Island.
8. Consent to Jurisdiction - Any action arising out of or in connection with this Agreement shall be filed in the courts of the State of the Rhode Island and the parties consent to the jurisdiction and venue of the Rhode Island courts.
9. Merger - This Agreement and the Escrow Agreement of even date herewith contains the complete and final expression of the parties' agreement, and it is a complete and exclusive statement of the terms of the Agreement between the parties.
10. Continuing Agreement - The parties understand and agree that the duties and obligations contained in this Agreement shall be binding on the successors, legal representatives or assigns of the ATTORNEY GENERAL, CHAMBER and IVY.
11. Modification - The parties agree that this Agreement may be modified only by a writing signed by both of the parties.
12. Release and Discharge - The parties agree that no entity CHAMBER and IVY from liability under this Agreement.

13. Waiver - It is understood and agreed that waiver by the ATTORNEY GENERAL of any provision of the within Agreement is not a waiver of future compliance and, that provision, as well as all other provisions of this Agreement, shall remain in full force and effect.

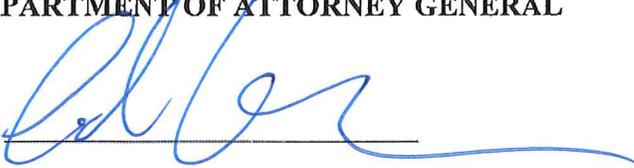
14. Severability - The parties agree that the invalidity, in whole or in part, of any term contained in this Agreement does not affect the validity of the remainder of this Agreement.

15. Counterparts - This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

16. Third-Party Beneficiary – CHAMBER and IVY agree that any expert or consultant retained to provide services to the ATTORNEY GENERAL in connection with the Proposed Transaction is a third-party beneficiary of this Agreement with regard to payment of such expert's or consultant's services pursuant to Section 3 and Section 5 herein and may enforce such provisions against CHAMBER and IVY directly upon consent of the ATTORNEY GENERAL. The ATTORNEY GENERAL shall be provided notice of any such action.

In Witness Whereof the parties have caused this agreement to be executed by their duly authorized representatives as of the date first above written.

DEPARTMENT OF ATTORNEY GENERAL

By:  _____

Print Name: Adi Goldstein

Print Title: Deputy Attorney General

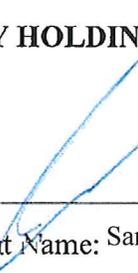
CHAMBER INC.

By:  _____

Print Name: Samuel S. Lee

Print Title: Chief Executive Officer

IVY HOLDINGS INC.

By:  _____

Print Name: Samuel S. Lee

Print Title: Chief Executive Officer