

**ASSET PURCHASE AGREEMENT**

This Asset Purchase Agreement (this “Agreement”) is made as of October 30, 2020 (the “Effective Date”), by and between Petaluma Health Care District, a political subdivision of the State of California organized pursuant to the Local Health Care District Law (Div. 23 of the California Health and Safety Code) (“Seller”) and NorCal HealthConnect, LLC, a California limited liability company (“Purchaser”).

**RECITALS:**

A. Seller owns the acute care hospital in Petaluma, California known as Petaluma Valley Hospital located at 400 N McDowell Blvd., Petaluma CA 94954, with 80 licensed Medicare/Medi-Cal certified general acute care beds (the “Hospital”).

B. SRM Alliance Hospital Services, a California nonprofit public benefit corporation (“SRM”), as tenant and licensed operator of the Hospital, and Seller, as landlord, are parties to a Lease Agreement dated as of January 19, 1997 (“Lease”), pursuant to which, for a term of twenty (20) years, Seller leased to SRM the Hospital real property and improvements thereon, including the Hospital building, the approximately 3,397 rentable square foot building known as Burns Hall and the approximately 1,627 rentable square foot building known as Groverman Hall, together with any other existing or future buildings constructed on the Premises (as described in the Lease) (collectively, the building structures are referred to as the “Building”).

C. Concurrent with this Agreement, SRM and Seller have entered into a Lease Surrender and Transfer Agreement that sets out the terms and conditions of the termination of the Lease and the return of the property and operations of the Hospital and Building from SRM to Seller effective immediately prior to the closing of the transactions contemplated by this Agreement.

D. As a material consideration to Seller for the conveyance of the Owned Real Property (as defined below) and Assets (as defined below) pursuant to this Agreement, Purchaser covenants to use and operate the Owned Real Property and Assets exclusively for the purpose of operation of a general acute care hospital with basic emergency medical services for a minimum of twenty (20) years after the Closing Date (as defined below). Purchaser’s performance of this covenant is of significant importance to Seller in ensuring that the Owned Real Property and Assets are operated for the benefit of the communities served by Seller.

E. Seller has concluded that the sale of the Owned Real Property and Assets and related covenants are in the best interest of the community served by the Seller and meets the long term health care needs of this community.

F. Purchaser desires to purchase from Seller, and Seller desires to sell to Purchaser, the Hospital and substantially all of the assets with respect to the operation of the Hospital, for the consideration and upon the terms and conditions contained in this Agreement.

NOW, THEREFORE, in consideration of the foregoing premises and the mutual promises and covenants contained in this Agreement, and for their mutual reliance, the parties hereto agree as follows:

**ARTICLE 1**

**SALE AND TRANSFER OF ASSETS;  
CONSIDERATION; CLOSING**

**1.1 Purchase Price.**

1.1.1 Subject to the terms and conditions of this Agreement, the aggregate purchase price to be paid by Purchaser to Seller shall be Fifty-Two Million, Six Hundred Thousand Dollars (\$52,600,000) (the "Purchase Price"). The Purchase Price shall be payable by wire transfer of immediately available funds to Seller to the account(s) and in the amounts specified by Seller to Purchaser in writing no later than five (5) business days prior to Closing.

1.1.2 As required by California Health and Safety Code § 32121(p), the Purchase Price is subject to confirmation by a fair market value determination by an independent consultant with expertise in methods of appraisal and valuation and in accordance with applicable governmental and industry standards for appraisal and valuation ("Valuation"). The cost of the Valuation shall be paid by the Seller.

1.2 Closing and Closing Date. The consummation of the transactions contemplated by this Agreement ("Closing") shall take place on December 31, 2020, or such other last day of a month as the parties shall mutually agree ("Closing Date") through Escrow Agent (as defined below); provided that all conditions precedent and other matters required to be completed as of the Closing Date have been or will be completed on such date. The Closing shall be deemed to have occurred and to be effective as among the parties as of 12:00:01 a.m. on the first day of the next calendar month immediately following the Closing Date or such other time as mutually agreed to by the parties (the "Effective Time"). At Closing, Escrow Agent shall promptly undertake all of the following in the manner and order set forth:

1.2.1 Cause the Grant Deed (defined below) to be recorded in the Official Records of Sonoma County;

1.2.2 Except to the extent delivered directly by one party to the other, deliver: (a) to Purchaser at least one fully executed original of the Bill of Sale, Non-Foreign Affidavits (as those terms are defined below), and conformed copies of the original recorded Grant Deed (with the applicable recording and filing information thereon); (b) to Seller at least one fully executed original of the Bill of Sale; and (c) to Purchaser, Seller and any other persons entitled thereto, copies (or originals if available) of any other documents or instruments delivered to Escrow Agent in connection with the transaction contemplated hereby; and

1.2.3 Disburse the Purchase Price (less any applicable charges as specified in Section 1.5) to Seller.

1.3 Items to be Delivered by Seller at Closing. At or before the Closing, Seller shall deliver or cause to be delivered to Purchaser or Escrow Agent the following, duly executed by Seller and acknowledged where appropriate:

1.3.1 General Assignment, Bill of Sale and Assumption of Liabilities in the form of Exhibit 1.3.1 (the “Bill of Sale”);

1.3.2 Grant Deed in the form of Exhibit 1.3.2 (“Grant Deed”);

1.3.3 a certificate of the Chair of the Board of Directors of Seller certifying to Purchaser (a) the accuracy of the representations and warranties set forth in Article 2 hereof and compliance with Seller’s covenants set forth in this Agreement, (b) that, except as specifically set forth therein, all consents and approvals that Seller is required to obtain from any person, entity or Governmental Entity in connection with the consummation of the transactions contemplated by this Agreement as set forth in Schedule 2.3 have been obtained, and (c) that all of the conditions contained in Article 6 have been satisfied or waived. For purposes of this Agreement, the term “Governmental Entity” shall mean any (i) nation, state, county, city, town, village, district, or other jurisdiction of any nature; (ii) federal, state, local, municipal, foreign, or other government; (iii) governmental or quasi-governmental authority of any nature (including any governmental agency, branch, department, official, or entity and any court or other tribunal); (iv) multinational organization or body; or (v) body exercising, or entitled to exercise, any administrative, executive, judicial, legislative, police, regulatory, or taxing authority or power of any nature;

1.3.4 a certificate of the Secretary of the Board of Directors of Seller certifying to Purchaser (a) the incumbency of the officers of Seller on the Effective Date and on the Closing Date and bearing the authentic signatures of all such officers who shall execute this Agreement and any additional documents contemplated by this Agreement, and (b) the due adoption and text of the resolutions of the Board of Directors of Seller authorizing (i) the transfer of the Assets and Assumed Obligations (as defined below) by Seller to Purchaser and (ii) the execution, delivery and performance of this Agreement and all ancillary documents and instruments by Seller, and that such resolutions have not been amended or rescinded and remain in full force and effect on the Closing Date;

1.3.5 owner’s affidavit(s) (and gap indemnity if the Grant Deed records on a date following the Closing Date) required by the Title Company (as defined below) for issuance of the Title Policy;

1.3.6 a certificate pursuant to Treasury Regulations Section 1.1445-2(b) that Seller is not a foreign person within the meaning of Section 1445 of the Code, as well as a California Real Estate Withholding Certificate (Form 593), each duly executed by Seller (collectively, the “Non-Foreign Affidavits”);

1.3.7 the Certificate of Election from the office of the clerk of the County of Sonoma, California certifying the results of the Approval Election (as defined in Section 6.6);

1.3.8 such reasonable or customary supplemental escrow instructions or other instruments reasonably required by Escrow Agent; provided, however, that no such instruments

shall be inconsistent or in conflict with, amend or supersede any portion of this Agreement, and shall expressly so state (the “Supplemental Escrow Instructions”); and

1.3.9 such other instruments, certificates, consents or other documents as are reasonably necessary to carry out the transactions contemplated by this Agreement and to comply with the terms hereof, or as required pursuant to the terms of this Agreement.

1.4 Items to be Delivered by Purchaser at Closing. At or before the Closing, Purchaser shall execute and deliver or cause to be delivered to Seller or Escrow Agent the following, duly executed by Purchaser where appropriate:

1.4.1 payment of the Purchase Price (as adjusted by applicable charges as set forth in Section 1.5), which shall be deposited into an escrow account maintained by the Portland, Oregon office of Title Company in its capacity as the “Escrow Agent” for the transactions contemplated by this Agreement (the “Escrow Account”) to be held in accordance with the terms of this Agreement and any Supplemental Escrow Instructions;

1.4.2 the Bill of Sale;

1.4.3 Guaranty Agreement in the form of Exhibit 1.4.3, executed by Western HealthConnect, a Washington nonprofit corporation (“Western HealthConnect”);

1.4.4 copies of certificates of insurance evidencing insurance described in Section 5.3;

1.4.5 a certificate of the President of Purchaser certifying to Seller (a) the accuracy of the representations and warranties set forth in Article 3 hereof and compliance with Purchaser’s covenants set forth in this Agreement, (b) that, except as specifically set forth therein, all consents and approvals that Purchaser is required to obtain from any person, entity or Governmental Entity in connection with the consummation of the transactions contemplated by this Agreement as set forth in Schedule 3.3 have been obtained, and (c) that all of the conditions contained in Article 7 have been satisfied or waived;

1.4.6 a certificate of the corporate Secretary of Purchaser certifying to Seller (a) the incumbency of the officers of Purchaser on the Effective Date and on the Closing Date and bearing the authentic signatures of all such officers who shall execute this Agreement and any additional documents contemplated by this Agreement, (b) the due adoption and text of the resolutions of Purchaser authorizing (i) the acceptance of the transfer of the Assets and Assumed Obligations by Seller to Purchaser and (ii) the execution, delivery and performance of this Agreement and all ancillary documents and instruments by Purchaser, and that such resolutions have not been amended or rescinded and remain in full force and effect on the Closing Date;

1.4.7 favorable original certificate of good standing, or comparable status, of Purchaser, issued by the California Secretary of State dated no earlier than a date which is seven (7) calendar days prior to the Closing Date;

1.4.8 the Supplemental Escrow Instructions; and

1.4.9 such other instruments, certificates, consents or other documents as are reasonably necessary to carry out the transactions contemplated by this Agreement and to comply with the terms hereof, or as required pursuant to the terms of this Agreement.

1.5 Closing Costs. Purchaser and Seller shall each be responsible for payment of one-half of all administrative and other fees and expenses payable to Escrow Agent in connection with establishing and maintaining the Escrow and acting as Escrow Agent pursuant to this Agreement. Purchaser shall pay for the CLTA standard coverage portion of the Title Policy (as defined below) and any additional title insurance premium (above and beyond the CLTA portion) for any ALTA extended coverage portion of the Title Policy, and the charges for any endorsements to the Title Policy. Purchaser shall pay all excise and transfer taxes, if any, including any documentary transfer taxes, with regard to purchase and sale of the Owned Real Property and other Assets and the consummation of the transaction described in this Agreement, as well as all recording charges in connection with the conveyance of the Assets to Purchaser, including all recording and other charges in connection with removal of Disallowed Liens and Encumbrances (as defined below). All other closing costs shall be allocated as is customary in practice for real estate transactions in Sonoma County. At Closing or as promptly as possible following the Closing, Purchaser and Seller shall prorate (as of the Effective Time), if applicable, real estate and personal property lease payments, real estate and personal property taxes, assessments and other similar charges against real estate. To the extent pertinent data is not available at Closing in order to definitively calculate the prorations at Closing, such prorations shall be estimated at Closing based upon then-available data and thereafter adjusted by Purchaser and Seller promptly after actual data becomes available.

1.6 Transfer of Assets. On the basis of the representations and warranties of the parties and subject to the terms and conditions set forth in this Agreement, Seller shall sell, transfer and deliver to Purchaser, and Purchaser shall purchase from Seller, on the Closing Date and for the consideration hereinafter provided, all of Seller's right, title and interest in and to the assets and properties of Seller (whether owned or leased), as a going concern, used in connection with the operation of the Hospital, of every kind and description, located at the Hospital, whether tangible or intangible, real, personal or mixed, as such assets shall exist on the Closing Date; and as described below, but excluding the Excluded Assets (as defined in Section 1.8 below), such transfer being deemed to be effective as of the Effective Time, including the following assets, properties and businesses (collectively, the "Assets"):

(a) all of the real property commonly known as 400 N McDowell Blvd., Petaluma, California that is owned by Seller and used with respect to the operation of the Hospital ( the "Land"), subject to the Permitted Exceptions (as defined in Section 9.1 below) which Land is described on Schedule 1.6(a) (such description to include a legal description and address) together with all buildings, improvements, construction in progress and fixtures (the "Improvements") and all construction in progress and all rights of way, easements and appurtenances thereto (collectively, together with the Land and Improvements, referred to herein as the "Owned Real Property"), free and clear of all liens, mechanic's liens or other monetary liens, encumbrances, covenants, conditions, charges, restrictions, leases, tenancies, licenses, claims, options, rights or interests of others of any kind, privileges, pledges, rights of first refusal, liabilities and defects in title, including, without limitation, any security interests, deeds of trust, mortgages, indentures, financing statements or similar security interests (collectively,

“Encumbrances”) (except as expressly provided otherwise in this Agreement), except for the Permitted Exceptions;

(b) all of the tangible personal property owned by Seller that is used with respect to the operation of the Hospital and/or the Owned Real Property, which includes only the equipment, furniture, fixtures, machinery, office furnishings, leasehold improvements, computers and other data processing equipment (the “Personal Property”) described on Schedule 1.6(b), free and clear of all Encumbrances, except as set forth in Schedule 1.6(b);

(c) all of the advance payments, prepayments, prepaid expenses, deposits and the like which exist as of the Closing Date, subject to the prorations provided in Section 1.5 of this Agreement, described on Schedule 1.6(c) which were made with respect to the operation of the Hospital and which are determined by Purchaser to be (i) useable by Purchaser and (ii) transferable to Purchaser;

(d) all useable inventories of supplies, drugs, food, janitorial and office supplies and other disposables and consumables located at the Hospital as of the Closing Date and used with respect to the operation of the Hospital (the “Inventory”);

(e) all of Seller’s rights, to the extent assignable or transferable, to all licenses, permits, approvals, certificates of exemption, franchises, accreditations and registrations and other governmental licenses, permits or approvals issued with respect to the Owned Real Property or the operation of the Hospital as described in Schedule 1.6(e) (the “Licenses”);

(f) all of Seller’s interest in and to the personal property leases with respect to the operation of the Hospital, which Personal Property Leases are described on Schedule 1.6(f) (the “Personal Property Leases”);

(g) all of Seller’s interest in and to the contracts and agreements (including, but not limited to, purchase orders) respecting the operation of the Hospital described on Schedule 1.6(g) (the “Contracts”);

(h) all of Seller’s documents, records and files with respect to the operation of the Hospital, including all patients’ admission, medical and personal records data from all patient care settings in an electronic format with respect to the operation of the Hospital, equipment records, construction plans and specifications, medical and administrative libraries, and all Hospital medical staff records and files;

(i) all rights in all warranties and guarantees of any manufacturer or vendor in connection with the Personal Property;

(j) all goodwill associated with the Hospital;

(k) the telephone numbers used in connection with the operation of the Hospital; and

(l) all claims, causes of action, choses in action, rights of recovery, rights of set off and rights of recoupment (“Claims”) related to or associated with the physical condition of any Asset;

**provided, however,** that the Assets shall not include the Excluded Assets as defined in Section 1.8 below.

1.7 Condition of Assets. Purchaser hereby acknowledges that SRM has had full possession of the Owned Real Property since 1997, and that SRM purchased or leased all of the other Assets being transferred to Purchaser hereunder which SRM is assigning and transferring to Seller immediately prior to the Closing. Purchaser has had sufficient opportunity to make its own independent factual, physical and legal examinations and inquiries as Purchaser deemed necessary and desirable with respect to the Owned Real Property and the other Assets, and Purchaser has approved the Owned Real Property and the other Assets in all respects. Any inspections conducted by Purchaser after the Effective Date do not and shall not in any way relieve Purchaser of any of its obligations under this Agreement, and the following provisions shall survive Closing:

(a) Purchaser does hereby acknowledge, represent, warrant and agree to and with Seller that, except for Seller’s representations and warranties in this Agreement and except as otherwise expressly provided in this Agreement: (i) Purchaser is expressly purchasing the Owned Real Property and the other Assets in their existing condition “AS IS, WHERE IS, AND WITH ALL FAULTS” whether known or unknown with respect to all facts, circumstances, conditions and defects, both patent and latent; (ii) Seller has no obligation to inspect for, repair or correct any such facts, circumstances, conditions or defects or to compensate Purchaser for same; (iii) Seller specifically bargained for the assumption by Purchaser of all responsibility to inspect and investigate the Owned Real Property and the other Assets and of all risk of adverse conditions and has structured the Purchase Price and other terms of this Agreement in consideration thereof; (iv) Purchaser undertook all such inspections and investigations of the Owned Real Property and the other Assets as Purchaser deems necessary or appropriate with respect to the Owned Real Property and the other Assets and the suitability of the Owned Real Property and the other Assets for Purchaser’s intended use, and based upon same, except for Seller’s representations and warranties in this Agreement and except as otherwise expressly provided in this Agreement, Purchaser is relying strictly and solely upon such inspections and examinations and the advice and counsel of its own consultants, agents, legal counsel and officers and Purchaser is and will be fully satisfied that the Purchase Price is fair and adequate consideration for the Owned Real Property and the other Assets; (v) except for Seller’s representations and warranties in this Agreement, Seller is not making and has not made any warranty or representation with respect to the physical condition or any other aspect of all or any part of the Owned Real Property as an inducement to Purchaser to enter into this Agreement and thereafter to purchase the Owned Real Property or for any other purpose; (vi) prior to the Effective Date, Purchaser thoroughly reviewed this Agreement and freely consulted with persons of Purchaser’s own choosing regarding the terms and conditions of this Agreement, including but not limited to consultation with legal counsel of its own choosing; and (vii) by reason of all the foregoing, except as otherwise set forth in this Agreement, Purchaser is assuming the full risk of any loss or damage occasioned by any fact, circumstance, condition or defect pertaining to the Owned Real Property and the other Assets.

(b) EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS AGREEMENT, SELLER HEREBY DISCLAIMS ALL WARRANTIES OF ANY KIND OR NATURE WHATSOEVER (INCLUDING WARRANTIES OF HABITABILITY, MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSES), WHETHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO WARRANTIES WITH RESPECT TO THE OWNED REAL PROPERTY AND THE OTHER ASSETS, TAX LIABILITIES, ZONING, OWNED REAL PROPERTY VALUE, AVAILABILITY OF ACCESS OR UTILITIES, INGRESS OR EGRESS, GOVERNMENTAL APPROVALS, OR THE SOIL CONDITIONS OF THE OWNED REAL PROPERTY. PURCHASER FURTHER ACKNOWLEDGES THAT, EXCEPT FOR SELLER'S REPRESENTATIONS AND WARRANTIES IN THIS AGREEMENT, OR AS OTHERWISE EXPRESSLY PROVIDED IN THIS AGREEMENT, PURCHASER IS BUYING THE OWNED REAL PROPERTY AND OTHER ASSETS, "AS IS", "WHERE IS" AND IN ITS PRESENT CONDITION AND THAT PURCHASER IS NOT RELYING UPON ANY OTHER REPRESENTATION OF ANY KIND OR NATURE MADE BY SELLER, OR ANY OF ITS EMPLOYEES OR AGENTS WITH RESPECT TO THE OWNED REAL PROPERTY AND THE OTHER ASSETS.

(c) OTHER THAN AS EXPRESSLY SET FORTH IN THIS AGREEMENT, SELLER MAKES NO WARRANTY WITH RESPECT TO THE PRESENCE ON OR BENEATH THE OWNED REAL PROPERTY (OR ANY PARCEL IN PROXIMITY THERETO) OF HAZARDOUS SUBSTANCES (AS DEFINED BELOW). BY ACCEPTANCE OF THIS AGREEMENT AND THE GRANT DEED, PURCHASER ACKNOWLEDGES THAT PURCHASER'S OPPORTUNITY FOR INSPECTION AND INVESTIGATION OF SUCH OWNED REAL PROPERTY (AND OTHER PARCELS IN PROXIMITY THERETO) HAS BEEN ADEQUATE TO ENABLE PURCHASER TO MAKE PURCHASER'S OWN DETERMINATION WITH RESPECT TO THE PRESENCE ON OR BENEATH THE OWNED REAL PROPERTY (AND OTHER PARCELS IN PROXIMITY THERETO) OF SUCH HAZARDOUS SUBSTANCES.

(d) OTHER THAN AS EXPRESSLY SET FORTH IN THIS AGREEMENT, PURCHASER ACKNOWLEDGES AND AGREES THAT SELLER SHALL NOT BE RESPONSIBLE FOR ANY CLAIMS ARISING OUT OF OR RELATING TO MOLD AND/OR OTHER MICROSCOPIC ORGANISMS AT THE OWNED REAL PROPERTY, INCLUDING BUT NOT LIMITED TO PROPERTY DAMAGES, PERSONAL INJURY, ADVERSE HEALTH EFFECTS, LOSS OF INCOME, EMOTIONAL DISTRESS, DEATH, LOSS OF USE OR LOSS OF VALUE, AND PURCHASER HEREBY RELEASES SELLER FROM THE SAME. PURCHASER HEREBY ACKNOWLEDGES THAT IT HAS READ AND UNDERSTOOD THIS DISCLOSURE AND RELEASE AND AGREES TO THE PROVISIONS CONTAINED HEREIN.

(e) Other than as expressly set forth in this Agreement, neither Seller nor any agents, representatives, or employees of Seller have made any representations or warranties, direct or indirect, oral or written, express or implied, to Purchaser or any agents, representatives, or employees of Purchaser with respect to the Owned Real Property, including, without limitation, (a) the physical condition of the Owned Real Property (including the presence or absence of Hazardous Substances), zoning, set-back and other laws, ordinances, codes, regulations, rules, requirements and orders affecting occupancy or operation of the Owned Real Property, plans,



specifications, any affordable housing restrictions or requirements, costs or other estimates, projections, including income and expense projections concerning the same, and (b) the Owned Real Property's compliance with any Environmental Laws (as defined below). Other than as expressly set forth in this Agreement, including any default or breach by Seller under this Agreement, Purchaser agrees it shall not pursue any claims, rights of action or suits against Seller relating to the presence of any environmental matter, including, without limitation (and each as defined below), Environmental Conditions, Environmental Claims, Hazardous Substances, violations of Environmental Laws, Environmental Liens, necessary Remedial Action, toxic wastes, or undesirable substances on the Owned Real Property. Purchaser represents, warrants and covenants to Seller that the Closing is not contingent on Seller performing or pursuing any Remedial Action, investigation, monitoring, mitigation or removal on all or any portion of the Owned Real Property. Purchaser explicitly waives any and all rights under and releases Seller from any and all duties in connection with any warranties of whatsoever kind or nature, except as otherwise expressly set forth in this Agreement, which may arise independent of this Agreement as a matter of law. Further, except as otherwise expressly set forth in this Agreement, Seller does not make any warranties as to the ability of Purchaser to occupy or operate the Property or any portion thereof. The only warranties made by Seller with respect to the Property or any portion thereof are those that are expressly set forth in this Agreement, which warranties shall survive for the Survival Period (as defined below). Purchaser acknowledges, understands and comprehends the effect of this Section 1.7 and explicitly agrees to the provisions of this Section 1.7 knowingly and with advice of legal counsel.

Purchaser's Initials: \_\_\_\_\_

(f) Notwithstanding anything to the contrary in this Agreement, including Sections 14.2 and 14.3, the parties acknowledge that the Lease for the Owned Real Property includes various remediation and indemnification obligations respecting Hazardous Materials (as defined in the Lease) and environmental laws which expressly survive the expiration of the Lease (the "Surviving Environmental Obligations"). Accordingly, nothing in this Agreement shall relieve Seller from Seller's Surviving Environmental Obligations. Notwithstanding anything to the contrary in this Agreement, (a) any and all releases and waivers by Purchaser in this Agreement are deemed to expressly exclude matters that, if Purchaser were the tenant under the Lease, Seller would have responsibility to Purchaser for such matter(s) as a Surviving Environmental Obligation, (b) any and all releases and waivers by Seller in this Agreement are deemed to expressly exclude matters that, if Purchaser were the tenant under the Lease, Purchaser would have responsibility to Seller for such matter(s) as a Surviving Environmental Obligation.

1.8 Excluded Assets. Notwithstanding anything to the contrary in Section 1.6, Seller shall retain all of its other assets including but not limited to the following assets (collectively, the "Excluded Assets"), which assets shall not be transferred by Seller to Purchaser:

- (a) cash, accounts receivable, short-term investments and cash equivalents;
- (b) all real property owned by Seller that is not among the Owned Real Property, including 199 Lynch Creek Way, Petaluma, CA 94954, 416 Payran Street, Petaluma, CA 94952, and 1550 Professional Dr., Suites 100 and 200, Petaluma, CA 94954, and the personal property located therein that is owned by the Seller;

(c) all current contracts between Seller and any affiliate of Seller with respect to the operation of Seller's business, except those approved in writing by Seller and Purchaser to be assigned to Purchaser on the Closing Date;

(d) assets owned and used in connection with Seller's HealthQuest and Heart Safe Programs, some of which is located at the Hospital;

(e) all financial records and corporate minutes and minute books relating to Seller;

(f) any contracts or leases of Seller which are not listed on Schedule 1.6(f) or Schedule 1.6(g);

(g) the "Petaluma Valley Hospital", "Petaluma Health Care District" and "Petaluma Health Foundation" trade names;

(h) all documents, records, correspondence, work papers and other documents relating to the Excluded Assets; and

(i) any assets identified on Schedule 1.8(i).

1.9 Assumed Obligations. On the Closing Date, Seller shall assign, and Purchaser shall assume, the following liabilities and obligations of Seller and only the following liabilities and obligations of Seller (collectively, the "Assumed Obligations"):

(a) the Contracts, whether arising thereunder with respect to events or periods before, on and after the Effective Time;

(b) the Personal Property Leases, whether arising thereunder with respect to events or periods before, on and after the Effective Time;

(c) all utilities being furnished to the Assets on and after the Effective Time, subject to the prorations provided in Section 1.5;

(d) any other obligations and liabilities which were assigned and transferred by SRM to Seller, and assumed by Seller, immediately prior to the Closing; and,

(e) any liability, contingent or otherwise, related to or arising out of SRM's ownership or operation of the Assets and the Hospital.

1.10 Excluded Liabilities. Except as expressly set forth in Section 1.9 above and Section 14.3 below, Purchaser does not assume and shall not be liable for, and Seller shall retain, any and all debts, liabilities, responsibilities, duties and obligations of and claims against or relating to Seller (the "Excluded Liabilities"), whether fixed or contingent, known or unknown, liquidated or unliquidated, accrued or unaccrued, asserted or unasserted, or otherwise. The intent and objective of Purchaser and Seller is that Purchaser does not assume, and that no transferee liability shall attach to Purchaser in respect of, any liabilities or obligations of Seller which by this Agreement

Seller has agreed to retain and Seller shall promptly discharge when due after the Closing, except the Assumed Obligations.

## **ARTICLE 2**

### **REPRESENTATIONS AND WARRANTIES OF SELLER**

The truth, accuracy and completeness of the representations, warranties and covenants of Seller contained in this Agreement shall be conditions precedent to Purchaser's obligation to close under this Agreement; provided, however, that Purchaser shall have no obligation to investigate the truth, accuracy or completeness of said representations, warranties and covenants and, in the event any of same are not true, accurate and/or complete, but Purchaser nonetheless elects to close hereunder, such shall not constitute a waiver of any of Purchaser's rights and remedies as a result of a breach thereof. As an inducement to Purchaser to enter into this Agreement and to consummate the transactions contemplated by this Agreement, Seller hereby represents, warrants and covenants to Purchaser as to the following matters set forth in this Article 2 as of the Effective Date of this Agreement, and, except as otherwise specifically provided in this Article 2, shall be deemed to remake all of the following representations, warranties and covenants as of the Closing Date. For purposes of this Agreement, "to Seller's knowledge" shall mean the actual knowledge of Seller's chief executive officer and controller as of the date of the representation and warranty after due and reasonable inquiry except that no due and reasonable inquiry shall be required of Seller with regard to Purchaser or the immediately prior tenant of the Owned Real Property, and "to Seller's actual knowledge" shall mean the actual knowledge of Seller's chief executive officer and controller as of the date of the representation and warranty with no duty of inquiry. In the event that any of the representations and warranties set forth in this Article are not true, accurate and/or complete, such inaccuracy shall not constitute a breach of the applicable representation and/or warranty unless the prior tenant of the Owned Real Property had no knowledge of the fact, matter, or circumstance that is the basis of the inaccuracy prior to the Closing. For purposes of this Agreement, "prior tenant of the Owned Real Property had no knowledge" shall mean the actual knowledge of the prior tenant as of the date of the representation and warranty after due and reasonable inquiry.

2.1 Organization and Good Standing. Seller is a political subdivision of the State of California, organized, existing and acting under and pursuant to the Local Health Care District Law of the State of California, constituting Division 23 of the California Health and Safety Code.

2.2 Authority; Validity; No Breach.

(a) Seller has the full power and authority to (i) own, lease and operate its properties and assets as owned, leased and operated on the Effective Date, and (ii) carry on its businesses as such businesses are being conducted on the Effective Date.

(b) Seller has the full right, power, legal capacity and authority, without the consent of any other person, to execute, deliver and carry out the terms of this Agreement and all documents and agreements necessary to give effect to the provisions of this Agreement and to consummate the transactions contemplated hereby. All actions required to be taken by Seller to authorize the execution, delivery and performance of this Agreement, all documents executed by

Seller which are necessary to give effect to this Agreement, and all transactions contemplated hereby, have been duly and properly taken or obtained or will be duly and properly taken or obtained by Seller prior to the Closing Date. No other action on the part of Seller is necessary to authorize the execution, delivery and performance of this Agreement, all documents necessary to give effect to this Agreement and all transactions contemplated hereby.

(c) This Agreement is, and the other documents to be delivered at Closing will be, the lawful, valid and legally binding obligation of Seller and enforceable in accordance with their respective terms, except for any limitation on enforceability resulting from applicable bankruptcy, insolvency, moratorium or similar laws affecting the rights of creditors' generally or general equity principles. Except as set forth on Schedule 2.2(c), the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby will not, with or without the giving of notice and/or the passage of time as of the Effective Date and the day before the Closing Date: (i) violate or conflict with the governance documents of Seller or any provision of law, statute, rule or regulation to which Seller is subject; (ii) violate or conflict with any judgment, order, writ or decree of any court applicable to Seller; (iii) violate or conflict with any law or regulation applicable to Seller; or (iv) result in the breach or termination of any provision of, or create rights of acceleration or constitute a default under, the terms of any indenture, mortgage, deed of trust, contract, agreement or other instrument relating to the Owned Real Property to which Seller is a party or by which Seller is bound or result in the creation or imposition of any material lien, privilege, charge or encumbrance upon the Owned Real Property.

2.3 Consents and Approvals. Except as set forth on Schedule 2.3, no consent, approval, permit, waiver, authorization or other action of or by any court, Governmental Entity or nongovernmental person or entity, is required to be obtained by Seller in connection with: (a) the sale and/or assignment of the Owned Real Property (but excluding therefrom the business of the Hospital and its operations) to Purchaser; or (b) the execution, delivery or performance of this Agreement as it relates to the Owned Real Property by Seller.

2.4 Absence of Undisclosed Liabilities. Except as set forth on Schedule 2.4 and except for Permitted Exceptions, the Owned Real Property is not subject to any Encumbrances, liabilities or defects in title of any nature created by Seller, nor, to Seller's knowledge, created by any others, whether absolute, accrued, contingent, unasserted, asserted or otherwise.

2.5 Title to and Condition of Owned Real Property.

(a) Schedule 1.6(a) sets forth a legal description of the Owned Real Property. To the knowledge of Seller, except as identified in any title commitment or title report referenced on Schedule 9.1 and subject to Section 9.3 below, Seller has fee simple title to such Owned Real Property, which ownership interest, as of the Closing Date, will be held solely by Seller free and clear of any and all Encumbrances, subject only to the Permitted Exceptions.

(b) Schedule 2.5(b) sets forth an accurate and complete list of all contracts, agreements, leases, subleases, options, commitments, and letters of intent, oral or written, to which Seller is a party or a successor in interest (but excepting therefrom any contracts, agreements, leases, subleases, options, commitments, and letters of intent which were entered into or assigned by Purchaser, SRM or any of their respective affiliates or related companies), affecting the Owned

Real Property. Other than this Agreement, Seller has not entered into any purchase contracts, leases of space within the Owned Real Property, options, rights of first refusal or other agreements of any kind, formal or informal, whereby any person or entity will have acquired or will have any basis to assert any right, title or interest in, or right to the possession or use of any part or all of the Owned Real Property following the Closing.

(c) Seller has received no notice of any pending or threatened condemnation or public taking for the whole or any portion of the Owned Real Property by any public authority. Seller has no knowledge of any outstanding requirements for public improvements to be made and/or which have not heretofore been assessed, and, to the knowledge of Seller, there are no special, general or other assessments pending, threatened against or affecting the Owned Real Property (except those expressly identified in any title commitment or title report referenced on Schedule 9.1).

(d) Except as otherwise set forth in Schedule 2.5(d), Seller has received no written notice that the Owned Real Property is in violation of any easement, covenant, condition, restriction or similar provision in any instrument of record or other unrecorded agreement affecting such Owned Real Property which has not been cured, and to Seller's knowledge no such violation exists. Except as otherwise set forth in Schedule 2.5(d), Seller has received no written notice of any violations of any zoning, building, health, or other laws, rules, regulations, codes or ordinances of any governmental authority with respect to the Owned Real Property which has not been cured, and to Seller's knowledge no such violation exists.

(e) Seller has no environmental or other property condition reports respecting the Owned Real Property in its possession or control except for those set forth on Schedule 2.5(e) ("Seller's Reports"), if any, and Seller has provided Purchaser with complete and correct copies of all Seller's Reports, and to Seller's knowledge, there are no material inaccuracies in any of Seller's Reports.

2.6 Litigation or Claims. Except as set forth on Schedule 2.6 (said matters set forth on Schedule 2.6 being collectively referred to herein as "Pending Litigation"), the Seller is not engaged in, or a party to or, to Seller's knowledge, threatened with, or subject to any adverse effect as a result of, any suit, action, proceeding, inquiry, enforcement action, investigation, claim or demand or legal, administrative, arbitration or other method of settling disputes or disagreements involving the Owned Real Property, and Seller, to its knowledge, does not know, anticipate or have notice that any such action is likely. Seller has not received written notice, nor has any knowledge of, any investigation threatened by any Governmental Entity, that remains unresolved, involving the Owned Real Property. None of the Pending Litigation has created a lien, privilege, or a claim against the Owned Real Property.

2.7 Environmental Matters. Except as identified on Schedule 2.7 or otherwise disclosed in the Seller's Reports:

(a) Seller has not received or pursued any Environmental Claim, or received or given written threats of Environmental Claims, relating to the Owned Real Property, and to the extent any Environmental Claims are disclosed on Schedule 2.7(a), so-called "no further action"

letters from the applicable governmental and quasi-governmental authorities have been obtained for such matter(s).

(b) (i) Neither Seller nor its affiliates, nor to Seller's knowledge, any of Seller's predecessors, has treated, stored, disposed of, arranged for or permitted the disposal of, transported, handled, or released any Hazardous Substance on the Owned Real Property, (ii) to Seller's knowledge all operations or activities upon, or use or occupancy of, the Owned Real Property by Seller and its affiliates, and any prior tenant, occupant or owner of the Owned Real Property, has been, in all material respects, in compliance with all Environmental Laws; provided, however, as SRM was the lessee of the Owned Real Property immediately prior to the Closing, in no event shall the representations and warranties of Seller in this subsection be deemed to extend to actions of SRM and/or its employees, agents and contractors, (iii) to Seller's knowledge there are underground storage tanks on or under the Owned Real Property; and (iv) to Seller's actual knowledge there is no Environmental Condition at, under, or emanating from, the Owned Real Property.

(c) Seller has not entered into, and is not aware of any predecessor of the Owned Real Property entering into, any consent order, consent decree, settlement agreement or other similar agreement with any Governmental Entity that imposes ongoing or outstanding obligations under Environmental Laws on Seller or the Owned Real Property.

(d) Upon the execution of this Agreement, Purchaser may obtain the services of a consultant ("Purchaser's Representative") to conduct an environmental site assessment (the "Phase I"), and may also perform environmental sample testing for asbestos, lead-based paint and other Hazardous Materials for which intrusive sampling and boring is not required. The consultant shall be hired solely by Purchaser and the cost of the services of such consultant for the Phase I or such other testing shall be borne by Purchaser. Purchaser shall not perform any further intrusive testing, including, without limitation, any so called "Phase II" environmental assessment, sampling or boring, without: (i) submitting to Seller a written proposal for such testing or investigation, which shall include, without limitation, the scope and nature of the inspections to be included in such testing, and (ii) obtaining the prior written consent of Seller for such testing, which consent may be withheld in Seller's reasonable discretion. If Seller does not permit any such testing, Purchaser may terminate this Agreement. If the Closing does not occur for reason other than Seller's default, then upon Seller's request, Purchaser shall provide Seller with copies of all reports, test results, updates to surveys and other written materials obtained by Purchaser in connection with its inspection of the Owned Real Property, provided that Seller shall reimburse Purchaser for fifty percent (50%) of the cost of such requested items. Furthermore, in the event this Agreement is terminated, Purchaser shall also provide Seller with copies of all third-party reports, test results, updates to surveys and other third party written materials relating to the Owned Real Property in Purchaser's possession and control. Purchaser shall indemnify, protect, defend, and hold Seller and Seller's subsidiaries, partners and affiliated companies and its and their employees, officers, directors, shareholders, members, managers, agents, representatives and attorneys and its and all of their respective successors and assigns (collectively, the "Seller Parties") harmless from and against any and all claims (including, without limitation, claims for mechanic's liens or materialman's liens), liabilities, losses, damages, suits, actions, proceedings, obligations, judgments, costs and expenses (including, without limitation, reasonable attorneys' fees, expert fees, charges and disbursements) (collectively, "Losses") to the extent arising from or

relating to Purchaser's entry or the other due diligence activities conducted with respect to the Owned Real Property excepting only Losses to the extent arising from the negligence or willful misconduct of a member of the Seller Parties, and further provided that the foregoing indemnity shall not apply with respect to any Losses arising out of the mere discovery of any adverse condition, any preexisting conditions or any negligence or willful misconduct of Seller or any of the Seller Parties. The foregoing indemnity shall survive the Closing or the earlier termination of this Agreement for a period of one (1) year. Purchaser and Purchaser's Representatives shall carry, maintain and keep in full force and effect, with an insurance company admitted to do business in California (1) a policy or policies of broad-form comprehensive liability insurance written on an occurrence basis with minimum limits of \$1,000,000 combined single limit coverage against any injury, death, loss or damage to person or property as a result of wrongful or negligent acts by Purchaser, Purchaser Representatives and their respective officers, employees, agents, and independent contractors in performance of services under this subsection (d); and (2) worker's compensation insurance as required by law. Seller shall be added as an additional insured on the policy(ies) as to comprehensive general liability, and such insurance shall include a waiver of subrogation. Purchaser shall deliver to Seller a copy of the certificates of insurance effectuating the insurance required hereunder, or such other evidence as Seller may reasonably require, prior to Purchaser's or Purchaser's Representative's entry onto the Owned Real Property, which certificates shall provide that such insurance shall not be terminated or modified without at least thirty (30) days' prior written notice to Seller.

(e) For purposes of this Agreement, the term:

1. "Environmental Claim" means any claim, action, complaint, cause of action, citation, order, investigation or notice by any person or entity alleging potential liability (including, without limitation, potential liability for investigatory tests, cleanup costs, governmental response costs, natural resources damages, property damages, diminution in value, personal injuries, or penalties) arising out of, based on or resulting from (A) the presence, or release into the environment, of any Hazardous Substances at any location, (B) any Environmental Condition, or (C) any other circumstance forming the basis of any violation, or alleged violation, of any Environmental Law.

2. "Environmental Condition" means a condition of the soil, surface waters, groundwater, stream sediments, air and/or similar environmental media, including a condition resulting from any Release (as defined below) or threatened Release of Hazardous Substances, either on or off a property resulting from any activity, inactivity or operations occurring on such property, that, by virtue of Environmental Laws or otherwise, (a) requires notification, investigatory, corrective or remedial measures, and/or (b) comprises a basis for claims against, demands of and/or liabilities of Seller or Purchaser, or in respect of the Owned Real Property.

3. "Environmental Laws" means all federal, state and local environmental statutes, laws, common law ordinances, orders, rules, regulations and moratoria now or hereafter in effect and as amended, and any judicial or administrative interpretation thereof, including any judicial or administrative order, consent decree or judgment, relating to human health, the environment, safety, natural resources or Hazardous Substances, including, without limitation: the Clean Air Act, as amended; the Federal Water Pollution Control Act, as amended;

the Safe Drinking Water Act, as amended; the Resource Conservation and Recovery Act, as amended; the Hazardous Material Transportation Act, as amended; the Toxic Substances Control Act, as amended ; the Atomic Energy Act, as amended; the Federal Insecticide, Fungicide and Rodenticide Act, as amended; the Occupational Safety and Health Act of 1970, as amended ; the Comprehensive Environmental Response, Compensation and Liability Act, as amended by the Superfund Amendments and Reauthorization Act of 1986, as amended ; and all other similar federal, state and municipal laws, ordinances, orders, rules, regulations or moratoria (collectively “Environmental Laws”).

4. “Environmental Lien” shall mean any lien in favor of any Governmental Entity in connection with any liability under any Environmental Laws, or damage arising from, or costs incurred by, such Governmental Entity in response to a Release or threatened Release of Hazardous Substances.

5. “Hazardous Substance” means (A) petroleum and petroleum products, radioactive materials, asbestos-containing materials, urea formaldehyde foam insulation, transformers or other equipment that contain polychlorinated biphenyls (“PCBs”), mold, including *Stachybotrys chartarum*, and radon gas, (B) other chemicals, materials or substances defined as or included in the definition of “hazardous substances”, “hazardous wastes”, “hazardous materials”, “extremely hazardous wastes”, “restricted hazardous wastes”, “toxic substances”, “toxic pollutants”, “medical wastes”, “biohazardous wastes”, “contaminants” or “pollutants”, or words of similar import, under any applicable Environmental Law, and (C) any other chemical, material or substance that is regulated by or subject to standards of liability pursuant to any Environmental Law.

6. “Release” means any release, threatened release, spill, emission, leaking, pumping, pouring, emitting, emptying, escape, injection, deposit, disposal, discharge, dispersal, dumping, leaching or migration of Hazardous Substance in the indoor or outdoor environment, including the movement of Hazardous Substance through or in the air, soil, surface water, ground water or property.

7. “Remedial Action” means any action to (A) investigate, evaluate, assess, test, monitor, clean up, remove, respond to, treat, abate, remedy, correct or handle in any other way any Environmental Condition, including any Release or presence of Hazardous Substances, whether on-site or off-site, (B) prevent the Release of Hazardous Substances so that they do not migrate, endanger or threaten to endanger public health or the environment, or (C) perform remedial investigations, feasibility studies, corrective actions, closures, or post-remedial or post-closure studies, investigations, operations, maintenance and monitoring.

2.8 Brokers. Except as listed on Schedule 2.8, Seller has not entered into any contracts, agreements, arrangements or understandings with any person or firm that could give rise to any claim for a broker’s, finder’s or agent’s fee or commission or other similar payment in connection with the negotiations leading to this Agreement or the consummation of the transactions contemplated by this Agreement.



**ARTICLE 3**

**REPRESENTATIONS AND WARRANTIES OF PURCHASER**

The truth, accuracy and completeness of the representations, warranties and covenants of Purchaser contained in this Agreement shall be conditions precedent to Seller's obligation to close under this Agreement; provided, however, that Seller shall have no obligation to investigate the truth, accuracy or completeness of said representations, warranties and covenants and, in the event any of same are not true, accurate and/or complete, but Seller nonetheless elects to close hereunder, such shall not constitute a waiver of any of Seller's rights and remedies as a result of a breach thereof. As an inducement to Seller to enter into this Agreement and to consummate the transactions contemplated by this Agreement, Purchaser hereby represents, warrants and covenants to Seller as to the following matters, and, except as otherwise provided herein, shall be deemed to remake all of the following representations, warranties and covenants as of the Closing Date:

3.1 Formation and Good Standing. Purchaser is a limited liability company duly formed, validly existing and in good standing under the laws of the State of California.

3.2 Authority; Validity; No Breach.

(a) Purchaser has the full limited liability company power and authority to (i) own, lease and operate its properties and assets as presently owned, leased and operated, and (ii) carry on its businesses as such businesses are now being conducted.

(b) Purchaser has the full right, power, legal capacity and authority, without the consent of any other person, to execute, deliver and carry out the terms of this Agreement and all documents and agreements necessary to give effect to the provisions of this Agreement and to consummate the transactions contemplated hereby. All limited liability company and other actions required to be taken by Purchaser to authorize the execution, delivery and performance of this Agreement, all documents executed by Purchaser which are necessary to give effect to this Agreement, and all transactions contemplated hereby, have been duly and properly taken or obtained or will be duly and properly taken or obtained by Purchaser prior to the Closing Date. No other limited liability company or other action on the part of Purchaser is necessary to authorize the execution, delivery and performance of this Agreement, all documents necessary to give effect to this Agreement and all transactions contemplated hereby.

(c) This Agreement is, and the other documents to be delivered at Closing will be, the lawful, valid and legally binding obligation of Purchaser and enforceable in accordance with their respective terms, except for any limitation on enforceability resulting from applicable bankruptcy, insolvency, moratorium or similar laws affecting the rights of creditors' generally or general equity principles. Except as set forth on Schedule 3.2(c), the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby will not, with or without the giving of notice and/or the passage of time: (i) violate or conflict with the Articles of Organization or Operating Agreement of Purchaser or any provision of law, statute, rule or regulation to which Purchaser is subject; (ii) violate or conflict with any judgment, order, writ or decree of any court applicable to Purchaser; (iii) violate or conflict with any law or regulation

applicable to Purchaser; or (iv) result in the breach or termination of any provision of, or create rights of acceleration or constitute a default under, the terms of any indenture, mortgage, deed of trust, contract, agreement or other instrument to which Purchaser is a party or by which Purchaser is bound.

3.3 Consents and Approvals. Except as set forth on Schedule 3.3, no consent, approval, permit, waiver, authorization or other action of or by any court, Governmental Entity or nongovernmental person or entity, is required to be obtained by Purchaser in connection with (a) the sale and/or assignment of the Assets to Purchaser, or (b) the execution, delivery or performance of this Agreement by Purchaser.

3.4 Litigation or Claims. Purchaser is not engaged in, or a party to or threatened with, any suit, action, proceeding, inquiry, enforcement action, investigation, claim or demand or legal, administrative, arbitration or other method of settling disputes or disagreements which could reasonably be expected to have a material adverse effect on Purchaser's ability to operate the Hospital on or after the Closing or that would otherwise affect adversely the ability of Purchaser to perform its obligations under this Agreement.

3.5 Solvency. Purchaser is not insolvent and will not be rendered insolvent as a result of any of the transactions contemplated by this Agreement. For purposes hereof, the term "solvency" means that: (a) the fair salable value of Purchaser's tangible assets, as applicable, is in excess of the total amount of its liabilities (including for purposes of this definition all liabilities, whether or not reflected on a balance sheet prepared in accordance with generally accepted accounting principles, and whether direct or indirect, fixed or contingent, secured or unsecured, and disputed or undisputed); (b) Purchaser is able to pay its debts and obligations in the ordinary course as they mature; and (c) Purchaser has capital sufficient to carry on its businesses and all businesses which it is about to engage.

3.6 Ability to Perform. Purchaser has the ability to obtain funds in cash in amounts equal to the Purchase Price by means of credit facilities or otherwise and will at the Closing have immediately available funds in cash, which are sufficient to pay the Purchase Price and to pay any other amounts payable at the Closing pursuant to this Agreement and to consummate the transactions contemplated by this Agreement.

3.7 Brokers. Purchaser has not entered into any contracts, agreements, arrangements or understandings with any person or firm that could give rise to any claim for a broker's, finder's or agent's fee or commission or other similar payment in connection with the negotiations leading to this Agreement or the consummation of the transactions contemplated by this Agreement.

## **ARTICLE 4**

### **PRE-CLOSING COVENANTS OF SELLER**

4.1 Preserve Accuracy of Representations and Warranties. Seller shall refrain from any action or inaction that would render any representation or warranty contained in Article 2 of this Agreement inaccurate as of the Closing Date.

4.2 Notices. From the Effective Date until Closing Seller shall promptly notify Purchaser, in writing, of (a) any orders, decrees, judgments or injunctions of any court or Governmental Entity, or any claims, actions, suits, proceedings, arbitrations or investigations which shall come to Seller's attention which challenge or seek to challenge, or which could prevent or cause the rescission of, or inhibit, the consummation of the transactions contemplated in this Agreement, and (b) any facts or circumstances which come to Seller's attention and which cause, or through the passage of time may cause, any of Seller's representations and warranties to be untrue or misleading at any time from the date of this Agreement until the Closing Date.

4.3 Negative Covenants. From the Effective Date until Closing, with respect to the operation of the Hospital, Seller shall not without the prior written consent of Purchaser, which shall not be unreasonably denied or delayed, or except as may be required by law:

(a) Create or incur any new debt, mortgage, deed of trust, pledge or other lien or encumbrance upon any of the Assets; or

(b) Sell, assign, lease, or otherwise transfer or dispose of any property, plant, equipment, Asset or any portion of the Hospital except in the ordinary course of business with comparable replacement thereof.

4.4 Required Approvals. Between the Effective Date and the Closing Date, Seller will: (a) use its reasonable commercial efforts to obtain, as promptly as practicable, the material consents, approvals, authorizations, clearances and licenses required to be obtained by Seller to carry out the transactions contemplated by this Agreement as set forth in Schedule 2.3; (b) provide such other information and communications to Governmental Entities as such Governmental Entities may reasonably request; and (c) cooperate with Purchaser in Purchaser's obtaining, as soon as practicable, all material consents, approvals, authorizations, clearances and licenses required to be obtained by Purchaser to carry out the transactions contemplated by this Agreement.

4.5 Voter Approval. Seller placed a measure on the ballot for November 3, 2020, General Election submitting to the voters of the Seller in the County of Sonoma to seek approval of this Agreement, the transactions contemplated herein and other relevant matters. The parties shall each pay fifty percent (50%) of the election costs billed to the Seller by the County of Sonoma. Such payments shall be due within thirty (30) days of the invoice from the County of Sonoma. Seller, at its own expense and within the limitations and parameters imposed by any law, regulation, rule, ordinance, ruling, or decree that governs its political activities, including, without limitation, those limits and parameters that apply to Seller as a public entity, shall reasonably support the ballot measure and use reasonable efforts to obtain voter approval. Nothing in this Agreement shall require Seller, or any officer, director, board member, employee, agent, consultant, or representative of such party, to conduct any activity, take any action, or make or publish any statement or information with respect to the election, the ballot measure, or voter approval that subjects or could subject the party or any officer, director, board member, employee, agent, consultant, or representative of such party to any fine, charge, civil or criminal penalty, sanction, action, cause of action, damage, injunction, or proceeding under any law, regulation, rule, ordinance, ruling, or decree that governs Seller's political activities.

4.6 No-Shop. From the Effective Date until the Closing, Seller shall not, and shall cause its respective affiliates, members, officers, directors, employees, investment bankers, brokers or agents to not, without the prior written consent of Purchaser, which consent may be withheld in Purchaser's sole discretion:

- (a) offer for sale or lease all or any portion of the Assets;
- (b) solicit, encourage, negotiate or take other action to facilitate offers to buy or acquire all or any portion of the Assets;
- (c) hold discussions with any Person (other than Purchaser or its affiliates) looking toward such an offer or solicitation; or
- (d) except in the ordinary course of business, enter into any agreement with any Person (other than Purchaser) with respect to the sale, lease or other disposition of all or any portion of the Assets.
- (e) If Seller or any Person acting for or on behalf of any of the foregoing, receives from any Person (other than Purchaser or its affiliates) any offer, solicitation, inquiry or informational request referred to above, Seller will promptly (i) advise such Person, by written notice, of the substantive terms of this Section 4.6, (ii) advise Purchaser of such offer, solicitation, inquiry or request, and (iii) deliver to Purchaser a copy of such notice together with a copy of all documents that constitute, relate or refer to any and all responses to such offer, solicitation, inquiry or request.

4.7 Seller's Efforts to Close. Seller shall use its reasonable commercial efforts to satisfy all of the conditions precedent set forth in Articles 6 and 7 to its or Purchaser's obligations under this Agreement to the extent that Seller's action or inaction can control or influence the satisfaction of such conditions.

4.8 Accelerated Transition. In order to close the transactions contemplated herein expeditiously Seller will not seek any consent, approval, clearances, permit, waiver, authorization or other action of or by any court, Governmental Entity or nongovernmental person or entity to the assignment and assumption from Seller's predecessor to Seller, or from Seller to Purchaser, of any of the Contracts or Personal Property Leases or any liens on or against any of the Assets (other than the Owned Real Property), or to submit and obtain in Seller's name any Licenses that may otherwise be required to carry out the transactions contemplated by this Agreement, prior to or after the Closing (collectively, such consents, approvals and Licenses are referred to as the "Transition/Intermediate Consents and Licenses"). Purchaser hereby waives any requirement that Seller obtain any Transition/Intermediate Consents and Licenses prior to or after the Closing Date, acknowledges that such Transition/Intermediate Consents and Licenses are not conditions precedent to the Closing, and agrees to indemnify, defend and hold harmless Seller against any and all breaches of this Agreement and Damages (as defined in Section 14.2 below) arising out of or relating to the failure to obtain any such Transition/Intermediate Consents and Licenses.

**ARTICLE 5**

**PRE-CLOSING COVENANTS OF PURCHASER**

5.1 Purchaser's Efforts to Close. Purchaser shall use its reasonable commercial efforts to satisfy all of the conditions precedent set forth in Articles 6 and 7 to Purchaser's or Seller's obligations under this Agreement to the extent that Purchaser's action or inaction can control or influence the satisfaction of such conditions.

5.2 Required Approvals. Between the Effective Date and the Closing Date, Purchaser will: (a) use its reasonable commercial efforts to obtain, as promptly as practicable, all material consents, approvals, authorizations, clearances and licenses required to be obtained by Purchaser to carry out the transactions contemplated by Section 3.3 of this Agreement; (b) provide such other information and communications to Governmental Entities as such Governmental Entities may reasonably request; and (c) cooperate with Seller in Seller's obtaining, as soon as practicable, all material consents, approvals, authorizations, clearances and licenses set forth in Section 2.3 required to be obtained by Seller to carry out the transactions contemplated by this Agreement.

5.3 Insurance. Purchaser shall obtain appropriate insurance that is adequate to protect Purchaser, the Assets and their respective financial conditions against the risks involved in the operation of the Hospital and ownership of the Assets on and after the Effective Time, either through the purchase of insurance from a third party insurance company or through a self-insurance trust. The insurance coverage obtained by Purchaser shall be consistent with the types and amounts and coverage maintained in connection with the operation of the Hospital and the ownership of the Assets immediately prior to the Closing Date ("Insurance Coverage").

5.4 Preserve Accuracy of Representations and Warranties. Purchaser shall refrain from any action or inaction that would render any representation or warranty contained in Article 3 inaccurate as of the Closing Date.

5.5 Notices. From the Effective Date until Closing, Purchaser shall promptly notify Seller, in writing, of (a) any orders, decrees, judgments or injunctions of any court or Governmental Entity, or any claims, actions, suits, proceedings, arbitrations or investigations which shall come to Purchaser's attention which challenge or seek to challenge, or which could prevent or cause the rescission of, or inhibit, the consummation of the transactions contemplated in this Agreement, and (b) any facts or circumstances which come to Purchaser's attention and which cause, or through the passage of time may cause, any of Purchaser's representations and warranties to be untrue or misleading at any time from the date of this Agreement until the Closing Date.

5.6 Obligation to Support the Ballot Measure. Purchaser, at its own expense and within the limitations and parameters imposed by any law, regulation, rule, ordinance, ruling, or decree that governs its political activities, including, without limitation, those limits and parameters that apply to Purchaser as a tax-exempt organization, shall reasonably support the ballot measure and use reasonable efforts to obtain voter approval. Nothing in this Agreement shall require Purchaser, or any officer, director, board member, employee, agent, consultant, or representative of such party, to conduct any activity, take any action, or make or publish any statement or information

with respect to the election, the ballot measure, or voter approval that subjects or could subject the party or any officer, director, board member, employee, agent, consultant, or representative of such party to any fine, charge, civil or criminal penalty, sanction, action, cause of action, damage, injunction, or proceeding under any law, regulation, rule, ordinance, ruling, or decree that governs Purchaser's political activities.

## **ARTICLE 6**

### **CONDITIONS PRECEDENT TO OBLIGATIONS OF SELLER**

Seller's obligation to sell the Assets and Seller's obligation to close the transactions as contemplated by this Agreement shall be subject to the satisfaction of each of the following conditions on or prior to the Closing Date unless specifically waived in writing by Seller in whole or in part at or prior to the Closing:

6.1 Warranties True and Correct. Each of the representations and warranties made by Purchaser and set forth in this Agreement and in the exhibits and schedules attached hereto shall be true and correct in all material respects when made and as of the Closing Date.

6.2 Signing and Delivery of Instruments. Purchaser shall have executed and delivered all documents, instruments and certificates required to be executed and delivered pursuant to the provisions of this Agreement.

6.3 Performance of Covenants. Purchaser shall have performed or complied with each and all of the obligations, covenants, agreements and conditions required to be performed or complied with by Purchaser on or prior to Closing.

6.4 Unfavorable Action or Proceeding. On the Closing Date, no orders, decrees, judgments or injunctions of any court or Governmental Entity shall be in effect, and no claims, actions, suits, proceedings, arbitrations or investigations shall be pending or threatened, which challenge or seek to challenge, or which could prevent or cause the rescission of, or inhibit, the consummation of the transactions contemplated in this Agreement.

6.5 Consents, Approvals and Authorizations. Purchaser shall have obtained all material consents, licenses, approvals, permits, waivers and authorizations that are necessary or required for Purchaser's completion of the transactions contemplated by this Agreement as set forth in Schedule 3.3.

6.6 Electorate Approval. The clerk of the County of Sonoma, California shall have certified the results of an election called by Seller in which the voters of the Seller shall have approved the proposed transfer of assets contemplated by this Agreement ("Approval Election").

6.7 Valuation. The parties shall have received the Valuation supporting the fair market value of the Purchase Price.

6.8 Exhibits and Schedules. The provisions of all exhibits and schedules attached to this Agreement that were not attached at the Effective Date or to the extent updated by Purchaser after the Effective Date, shall be acceptable to Seller in its reasonable discretion.

6.9 Other Deliverables. Purchaser shall have provided to the Title Company or Seller those certain items, including but not limited to the Purchase Price, set forth in Section 1.4.

## **ARTICLE 7**

### **CONDITIONS PRECEDENT TO OBLIGATIONS OF PURCHASER**

Purchaser's obligation to purchase the Assets and to close the transactions contemplated by this Agreement shall be subject to the satisfaction of each of the following conditions on or prior to the Closing Date unless specifically waived in writing by Purchaser in whole or in part at or prior to the Closing.

7.1 Warranties True and Correct. Each of the representations and warranties made by Seller and set forth in this Agreement, exhibits and schedules attached hereto shall be true and correct in all material respects when made and as of the Closing Date.

7.2 Signing and Delivery of Instruments. Seller shall have executed and delivered all documents, instruments and certificates required to be executed and delivered pursuant to all of the provisions of this Agreement.

7.3 Performance of Covenants. Seller shall have performed or complied with each and all of the obligations, covenants, agreements and conditions required to be performed or complied with by Seller on or prior to Closing.

7.4 Unfavorable Action or Proceeding. On the Closing Date, no orders, decrees, judgments or injunctions of any court or Governmental Entity shall be in effect, and no claims, actions, suits, proceedings, arbitrations or investigations shall be pending or threatened, which challenge or seek to challenge, or which could prevent or cause the rescission of, or inhibit, the consummation of the transactions contemplated in this Agreement.

7.5 Consents, Approvals and Authorizations. Seller shall have obtained all material consents, licenses, approvals, permits, waivers and authorizations that are necessary or required for Seller's completion of the transactions contemplated by this Agreement as set forth in Schedule 2.3.

7.6 Exhibits and Schedules. The provisions of all exhibits and schedules attached to this Agreement that were not attached at the Effective Date or to the extent updated by Seller after the Effective Date, shall be acceptable to Purchaser in its reasonable discretion.

7.7 Title Matters. Purchaser shall have received the Survey, as defined in Section 9.2 hereof, and the Title Company shall have issued or irrevocably committed to issue to Purchaser the Title Policy in compliance with Section 9.1 hereof. Only Permitted Exceptions shall be disclosed as exceptions to title in the Title Policy.

7.8 Valuation. The parties shall have received the Valuation supporting the fair market value of the Purchase Price.

7.9 Electorate Approval. The Approval Election shall have occurred.

7.10 Other Deliverables. Seller shall have provided to the Title Company or Purchaser those certain items set forth in Section 1.3.

## **ARTICLE 8**

### **PRIOR TO CLOSING: DESTRUCTION OF ASSETS; TERMINATION**

8.1 Destruction of Assets Prior to Closing. For purposes of this Agreement, damage or destruction to tangible personal property Assets and the Owned Real Property prior to or as of Closing shall be deemed a “Material Casualty” if, as reasonably determined by the parties, (i) the estimated cost to repair such damage or destruction in the aggregate (the “Aggregate Damage”) exceeds Fifteen Million Dollars (\$15,000,000), or (ii) the damage or destruction to the tangible personal property Assets and the Owned Real Property materially impairs the operation of the Hospital.

(a) If, prior to or as of the Closing Date, any portion of the tangible personal property Assets and Owned Real Property has suffered loss or damage on account of fire, flood, wind, hurricane, earthquake, accident, act of war, terrorist act, civil commotion or other cause or event (whether or not similar to the foregoing), and such casualty is a Material Casualty, Purchaser shall have the right to terminate this Agreement by giving written notice to Seller within ten (10) calendar days after the date Purchaser acquires knowledge that such casualty constitutes a Material Casualty.

(b) If such damage or destruction is not a Material Casualty, the parties’ duties and obligations under this Agreement shall not be affected and the Closing shall proceed as scheduled; provided, however, that notwithstanding anything to the contrary in the Lease, Purchaser shall be entitled to receipt of all insurance proceeds payable in connection with such damage or shall receive a credit against the Purchase Price in the amount of such proceeds that are paid to Seller (except to the extent of any portion of self-insured proceeds payable by SRM under the Lease).

(c) If such damage or destruction constitutes a Material Casualty, and Purchaser does not terminate this Agreement as provided in Section 9.1(a) above, the parties’ duties and obligations under this Agreement shall not be affected and the Closing shall proceed as scheduled, subject to the same proviso in subsection (b) above respecting treatment of insurance of proceeds and credit against Purchase Price, as applicable.

(d) If Seller and Purchaser are unable to agree as to the amount of Aggregate Damage and/or whether a Material Casualty has occurred in connection with this Section 8.1, the amount of Aggregate Damage and/or determination whether a Material Casualty has occurred shall be determined by a mutually agreed upon loss consultant (the “Loss Consultant”). The Loss Consultant, acting as an expert and not as an arbitrator, shall determine the definitive amount of the Aggregate Damage or shall otherwise determine whether a Material Casualty has occurred, by selecting either the submission of Seller or the submission of Purchaser, without making any adjustment thereto, which selection shall occur no later than ten (10) days following the date the Loss Consultant has received the submission from each of Seller and Purchaser. The decision of the Loss Consultant shall be conclusive and binding as between Seller and Purchaser, and the costs



of such review shall be borne by the party whose submission is not selected by the Loss Consultant. If the decision of the Loss Consultant will fall on a date that is after the Termination Date, then the Termination Date will be extended until ten (10) days after the date of the Loss Consultant's decision.

8.2 Termination of Agreement Prior to Closing. This Agreement may be terminated at any time prior to Closing:

- (a) by the mutual written consent of the parties;
- (b) pursuant to Section 8.1 above;
- (c) pursuant to Section 9.3 below;
- (d) by Seller or Purchaser (the "Nondefaulting Party"), if a material breach of any provision of this Agreement has been committed by the other party (the "Breaching Party") and such breach has not been (i) waived in writing by the Nondefaulting Party or (ii) cured by the Breaching Party to the reasonable satisfaction of the Nondefaulting Party within thirty (30) business days after service by the Nondefaulting Party upon the Breaching Party of a written notice which describes the nature of such breach;
- (e) by Purchaser if any of the conditions in Article 7 have not been satisfied as of the Closing Date or if satisfaction of any such condition is or becomes impossible (other than through the failure of Purchaser to comply with its obligations under this Agreement) and Purchaser has not waived such condition in writing on or before the Closing Date;
- (f) by Seller if any of the conditions in Article 6 have not been satisfied as of the Closing Date or if satisfaction of any such condition is or becomes impossible (other than through the failure of Seller to comply with its obligations under this Agreement) and Seller has not waived such condition in writing on or before the Closing Date; or
- (g) by either Seller or Purchaser, if the Closing has not occurred (other than through the failure of any party seeking to terminate this Agreement to comply fully with its obligations under this Agreement) on or before December 31, 2020 (the "Termination Date").

8.3 Termination Consequences. If this Agreement is terminated pursuant to Section 8.2, all further obligations of the parties under this Agreement shall terminate, except that the obligations in Sections 2.7(d), 8.3, 8.4 and 16.16 shall survive.

8.4 Costs; Rights. In the event of a termination of this Agreement pursuant to Section 8.2 hereof, except as expressly provided otherwise herein, (a) each party shall pay the costs and expenses incurred by it in connection with this Agreement and (b) no provisions in this Agreement shall prevent any party from pursuing any of its legal rights or remedies that may be granted to any such party by law or equity against any other party to this Agreement.

**ARTICLE 9**

**TITLE MATTERS**

9.1 Title Policy. As a condition to Closing, at Purchaser's sole cost and expense, First American Title Insurance Company (the "Title Company") shall deliver to Purchaser at the Closing, or be irrevocably committed to deliver to Purchaser within ten (10) days after the Closing, a CLTA Standard Coverage Form of Owner's Policy of Title Insurance (or an ALTA Extended Coverage Form Policy if Purchaser elects such coverage as provided in Section 9.2 hereof) together with the endorsements described below, effective as of the date and time of recording of the Grant Deed ("Title Policy"), insuring title to the Owned Real Property as vested in Purchaser, free and clear of all liens and encumbrances and other matters affecting title to the Owned Real Property, except for the Permitted Exceptions, and in the amount of the full insurable value of the Owned Real Property. The Title Policy shall show fee simple title to (full ownership interest in) the Owned Real Property in Purchaser subject only to those exceptions listed on Schedule 9.1 hereto (the "Permitted Exceptions"). At Purchaser's option, the Title Policy shall include the following endorsements: (a) Hill-Burton affirmative language; (b) Zoning 3.0 or Zoning 3.1, at the option of Purchaser; (c) Contiguity; (d) Access and/or Street Abutment; and (e) Survey Guaranty, (f) endorsement confirming Subdivision Map Act (California Government Code Section 66410 et seq.) compliance, and such other endorsements as Purchaser may reasonably request at its sole cost. The cost for the Title Policy shall be allocated as set forth in Section 1.5.

9.2 Option for ALTA Coverage. Purchaser shall have the option of obtaining an ALTA Extended Coverage Form Policy of Title Insurance or a CLTA Standard Coverage Form Owners Policy of Title Insurance. If Purchaser elects to obtain an ALTA Extended Coverage Form Policy of Title Insurance without a general exception for matters which would be disclosed by a current ALTA survey of the property, Purchaser shall, at its sole cost and expense, procure an ALTA survey of the Owned Real Property (the "Survey").

**ARTICLE 10**

**POST-CLOSING COVENANTS OF SELLER**

10.1 Noncompetition. As an inducement to Purchaser to enter into this Agreement and to consummate the transactions contemplated hereby, and to the fullest extent permitted by law, none of Seller or any of its affiliates, nor any of their successors, shall, for a period of five (5) years following the Closing Date, without the prior written consent of Purchaser, directly or indirectly alone or by affiliation with another person, own or operate any acute care hospital or medical/surgical hospital or provide services customarily incident to an acute care hospital or medical/surgical hospital, or other healthcare services competitive with such services, including but not limited to, ambulatory surgery centers, urgent care center and imaging centers within the Hospital's Service Area ("Hospital Service Area" for purposes of this Agreement means the area described in zip codes: 94928, 94931, 94951, 94952, 94953, 94954 and 94955). Nothing in this Agreement shall restrict Seller's rights to open, own, manage, operate or control one or more physician practices. In the event that Seller owns or operates a physician practice or practices and desires to sell it or them during the five (5) years following the Closing Date, Purchaser shall have

a right of first refusal to purchase Seller's interests in such practice(s) in the event of a sale or transfer.

Seller shall cause each of its affiliates, and any successor in interest thereto, to comply with the obligations imposed by this Section 10.1.

10.2 Enforceability. Seller hereby acknowledges that the covenants contained in Section 10.1 above are a condition precedent to Purchaser's entering into this Agreement, and that such restrictions are reasonable and necessary to protect the legitimate interests of Purchaser following the Closing. Seller also hereby acknowledges that any violation of Section 10.1 would result in irreparable injury to Purchaser and the remedy at law for any breach of Section 10.1 would be inadequate. Seller specifically acknowledges and agrees that Purchaser shall be entitled to an equitable accounting of all earnings, profits and other benefits arising from such breach and further agrees to pay the reasonable fees and expenses, including attorneys' fees, incurred by Purchaser in enforcing the restrictions contained in Section 10.1.

10.3 Survival of Post Closing Covenants. The Post Closing Covenants contained in Article 10 shall survive Closing for the period expressly specified in the applicable post closing covenant herein.

## **ARTICLE 11**

### **POST-CLOSING COVENANTS OF PURCHASER**

#### **11.1 Local Governing Board:**

(a) For a period of ten (10) years following the Closing Date, Seller shall have the right to nominate one (1) voting member to Purchaser's local governing board with responsibility over the Hospital ("Governing Board") and the Governing Board shall act upon such nomination in accordance with its bylaws and governance policies ("Seller Designated Director"). Seller's Designated Director shall be subject to the same removal rights as any member of the Governing Board. If, during the ten (10) years following the Closing Date, a Seller Designated Director is removed, Seller shall have the right to nominate his or her replacement subject to Governing Board approval in accordance with its bylaws and governance policies and this Section 11.1.

(b) For a period of ten (10) years following the Closing Date, Seller shall have the right to nominate one (1) voting member to each of the Governing Board's Quality Committee and the Governing Board's Community Benefit Committee ("Seller Designated Committee Members"). The Seller Designated Committee Members shall be either: (i) a Seller Board member; (ii) the Seller's CEO; or (iii) a designee, and shall be subject to the same removal rights as any member of the Governing Board's committees. If, during the ten (10) years following the Closing Date, a Seller Designated Committee Member is removed, Seller shall have the right to nominate his or her replacement subject to Governing Board approval in accordance with its bylaws and governance policies and this Section 11.1.

Prior to the Closing, Purchaser shall provide to Seller a copy of the Purchaser's Operating Agreement and the bylaws or other governing document of the Governing Body that are consistent

with the provisions of this Section 11.1. Such Operating Agreement and bylaws shall be effective as of the Effective Time. Such Operating Agreement and bylaws or other governing document of the Governing Body shall thereafter be subject to change from time to time as determined by Purchaser, so long as the provisions thereof do not restrict Seller's rights as stated in this Section 11.1 and are consistent with the provisions of this Section 11.1 and applicable law. Purchaser shall give Seller thirty (30) days prior written notice of any change in such Operating Agreement and bylaws and other governing documents that are related to the provisions of this Section 11.1.

**11.2 Charity Care; Community Benefits Programs.** Purchaser acknowledges that the Hospital has historically provided significant levels of charity care for indigent and low-income patients and has also provided care through a variety of community-based health programs. For so long as Purchaser operates the Hospital, Purchaser shall adopt, maintain and adhere to the applicable policy or policies on charity and indigent care maintained by Western HealthConnect as required under state and federal law, subject to changes in legal requirements or governmental guidelines or policies (such as implementation of universal healthcare coverage) (the "Charity Care Program").

In addition, for at least the ten (10) years following the Closing Date, Purchaser shall provide the community benefit programs at a level consistent with, at a minimum, the description set forth on and in accordance with Schedule 11.2, as determined pursuant to Purchaser or Western HealthConnect metrics for community benefit investments and community benefit programs ("Community Benefit Programs"), within the following zip codes area: 94926, 94928, 94929, 94931, 94950, 94951, 94952, 94954, 94956, 94971, 94972, and 94999 ("Community Benefit Area"). Community Benefit Programs shall be in addition to the Charity Care Program. Purchaser shall provide Seller with an annual report detailing the activities and expenditures of such Community Benefit Programs for ten (10) years following the Closing Date.

**11.3 Service Commitment.** For the periods of time indicated below following the Closing Date, Purchaser shall:

(a) operate and maintain the Hospital as a full time general acute care hospital with 24/7 walk in basic emergency care in the Hospital for a minimum of twenty (20) years with no less than forty (40) licensed Medicare/Medi-Cal certified general acute care beds;

(b) operate and maintain the following key existing services at the Hospital for a minimum of twenty (20) years as currently provided and provided for in this Agreement: (i) basic emergency medical services (at the level as currently provided at the Hospital and as consistent with Cal. Code Regs. tit. 22 § 70413, as may be amended, replaced or supplemented from time-to-time); (ii) acute inpatient medical and surgical service; (iii) intensive care services (including an intensive care unit), (iv) outpatient surgery; (iv) obstetrics and gynecology (as provided for in Cal. Code Regs. tit. 22 § 70547, as may be amended, replaced or supplemented from time-to-time); and (iv) a range of diagnostic cardiology services, diagnostic radiology services, clinical laboratory-pathology services and special diagnostic and therapeutic services, all at a level of accessibility to patients and physicians, quality, technology and staffing that complies with law, regulations, accreditation, Medicare conditions of participation and customary practices of comparable hospitals on a regional, statewide or nationwide basis;

(c) operate and maintain the Family Birthing Center at the Hospital for a minimum of five (5) years;

(d) Purchaser may, in its sole discretion, following the twentieth (20<sup>th</sup>) anniversary of the Closing Date, continue to operate and maintain the Hospital as a general acute care hospital with 24/7 walk-in basic emergency care, but shall, at a minimum, and only if permitted by applicable law at the time, operate and maintain freestanding 24/7 walk in basic emergency services for ten (10) years following the twentieth (20<sup>th</sup>) anniversary of the Closing Date within in a suitable location within either of the following zip code areas: 94952 and 94954;

(e) provide all medical services at Hospital without refusal, delay, or other discrimination, in whole or in part, directly or indirectly, because of a person's race, ethnicity, religion, national origin, citizenship, age, sex, preexisting medical condition, physical or mental handicap, or marital status or ancestry, except to the extent that such circumstance is medically significant to the provision of appropriate care to the patient for as long as Purchaser operates the Hospital;

(f) operate the Hospital with a commitment to quality, safety, patient satisfaction, and employee and physician engagement in a manner consistent with the Hospital's Performance Improvement Quality Plan and policies, as they may be developed over time for as long as Purchaser operates the Hospital;

(g) operate and maintain the Hospital for the benefit of the communities served by Seller (in a manner consistent with California Health and Safety Code § 32121(p)(1)(A)(iv) or any successor statute) as long as Purchaser operates the Hospital; and

(h) cause the Hospital to participate in the Medicare, Medi-Cal and TRICARE programs and other governmental programs and maintain Joint Commission accreditation as long as Purchaser operates the Hospital.

(i) Notwithstanding Purchaser's commitments described in this Section 11.3, Purchaser shall have no obligation to offer elective abortions, physician assisted suicide or the destruction of human embryos at the Hospital ("Restricted Services"). In no event shall any Purchaser modify or expand the scope of any Restricted Services.

If Purchaser proposes to terminate or materially reduce any Hospital service or program described above in Section 11.3 during the applicable time period that such service or program is required to be supported or maintained by Purchaser pursuant to this Section 11.3, Purchaser shall give Seller prior written notice of the proposed termination or material reduction of such service or program. The written notice of any proposed termination or material reduction shall include (i) the reasons for the termination or material reduction, including an analysis or report of the changes in viability or strategic rationale that resulted in the proposal to terminate or materially reduce the service or program, and (ii) the proposed plan for maintaining the accessibility and availability of the services or programs to be terminated or materially reduced for the residents served by the Hospital. Within thirty (30) days after providing such written notice to Seller, Purchaser shall meet and confer with Seller to discuss the proposed termination or material reduction. Seller shall have thirty (30) days from the date of the meet and confer to submit to Purchaser written comments

and/or objections to the proposed termination or material reduction. Purchaser shall then consider Seller's written comments and/or objections and notify Seller in writing of any modifications to Purchaser's proposed course of action. Purchaser shall not proceed with any such proposed termination or material reduction of any Hospital service or program set forth above in this Section 11.3 during the applicable time period that such service or program is required to be supported or maintained by Purchaser pursuant to this Section 11.3 without the approval of a majority of the members of Seller's Board of Directors, which may be granted or withheld in Seller's Board of Directors' sole and absolute discretion. Purchaser shall retain the right in its sole and absolute discretion to alter, reduce or terminate any Hospital service or program not described in this Section 11.3, including, without limitation, services or programs added or commenced after the Closing.

Notwithstanding the foregoing, if the communities within the Hospital Service Area are destroyed or substantially destroyed by a natural disaster, i.e., earthquake, fire, flood, or other geologic processes outside of Purchaser's control, thus rendering it impossible to maintain the Hospital as an acute care hospital with a dedicated emergency department ("Casualty"), the commitments described in this Section 11.3 shall be immediately waived for the period of such impossibility. Further, if there are other disruptions short of a Casualty that substantially impair these commitments or make them impracticable to maintain, Purchaser may seek consent from the District to waive or suspend any such commitments.

11.4 Special Operating Covenant. As a material consideration to Seller for the conveyance of the Owned Real Property and Assets pursuant to this Agreement, Purchaser covenants for itself and its successors and assigns to use and operate the Owned Real Property and Assets exclusively for the purpose of operation of a general acute care hospital with basic emergency medical services (consistent with Cal. Code Regs. tit. 22 § 70413, as may be amended, replaced, deleted, or supplemented from time-to-time) for a minimum of twenty (20) years after the Closing Date (the "Special Operating Covenant"), except to the extent prevented from doing so as a result of and during the occurrence of an Unavoidable Delay. The parties understand and agree that Purchaser's performance of the Special Operating Covenant is of significant importance to Seller in ensuring that the Owned Real Property and non-removable Personal Property are operated for the benefit of the communities served by Seller, and that such obligation continue and be uninterrupted except as specifically provided herein.

For purpose of this Section 11.4, "Unavoidable Delay" means prevent from or delay in performing the Special Operating Covenant by reason of any act of God, fire, earthquake, pandemic or epidemic, industry-wide strikes, labor troubles or other union activities (but only to the extent such actions affect similar premises not owned or operated by Purchaser or any of Purchaser's affiliates at that time and do not result from an act or omission of the Purchaser), the Purchaser's inability to obtain required labor or materials after commercially reasonable efforts to do so, litigation (that does not result from an act or omission of the Purchaser), loss, accidents, Laws, governmental preemption, war, or riots, or other cause (except Purchaser's financial inability or illiquidity) not the fault of Purchaser or within Purchaser's reasonable control, despite such Purchaser's reasonable diligent efforts to mitigate, remediate and/or remove such cause or event. Unavoidable Delay shall exclude any delay cause by or related to COVID-19 or any delay caused by Purchaser's financial condition or insolvency. As a result of an Unavoidable Delay, the time for compliance with the Special Operating Covenant will be extended for a period equivalent

to the period of delay and performance of the act during the period of delay will be excused; provided, however, that no Unavoidable Delay shall continue for a period in excess of one (1) year (individually or in the aggregate) without Seller's prior written consent.

To claim Unavoidable Delay, Purchaser shall notify the Seller: (a) within thirty (30) days after such Purchaser knows of any such Unavoidable Delay; and (b) within ten (10) days after such Unavoidable Delay ceases to exist. To be effective, any such notice must describe the Unavoidable Delay in reasonable detail and Purchaser's consistent and reasonable diligent efforts to mitigate, remediate and/or remove such Unavoidable Delay.

The Special Operating Covenant constitutes a covenant, equitable servitude, restriction and easement in gross in favor of Seller without regard to technical classification and designation, runs with the land and shall be binding on Purchaser and all successors and assigns during the term of the Special Operating Covenant and shall be expressly set forth in the recorded Grant Deed conveying the Owned Real Property to Purchaser (or its designee, as applicable) and, at Seller's option, in a separate restrictive covenant agreement to be recorded immediately following such Grant Deed.

11.5 Insurance. For so long Purchaser operates the Hospital and owns the Assets it shall maintain appropriate Insurance Coverage. After the Closing Date, Seller may make reasonable requests that Purchaser modify Insurance Coverage in order to address legitimate risk management concerns. Purchaser shall have the option to maintain self-insurance and/or provide or maintain similar and comparable insurance required by this Agreement. Self-insurance shall mean that Purchaser itself or its affiliate is acting as though it were the third-party insurer providing the insurance required under the provisions of this Agreement, and Purchaser shall pay any amounts due in lieu of insurance proceeds because of self-insurance, which amounts shall be treated as insurance proceeds for all purposes of this Agreement. To the extent Purchaser chooses to provide any required insurance by self-insurance, the protection afforded Seller shall be the same as if provided by a third party insurer under the coverages required by this Agreement.

11.6 Sale, Transfer or Assignment of Assets. For twenty (20) years after the Closing Date, neither Purchaser nor any Affiliate (as defined below) of Purchaser shall cause or permit the sale, conveyance, lease or other transfer, directly or indirectly, of all or substantially all of the Assets or the Hospital operations to a third party without the Seller's prior written consent. Notwithstanding the foregoing, Purchaser may transfer, assign, sell or lease the entirety of the Hospital and the Assets without Seller's consent to an Affiliate of Purchaser. As used herein, Affiliate of Purchaser is as defined as any entity that is wholly owned or controlled by Western HealthConnect. Any transferee, including an Affiliate of Purchaser, shall be bound by all applicable provisions of this Agreement for the duration of the applicable term. In no event shall any such transfer modify or expand the scope of any Restricted Services.

11.7 Future Capital Investments. During the ten (10) years immediately following the Closing Date, Purchaser shall cause at least Thirty-Five Million Dollars (\$35,000,000) (the "Capital Investment Amount") of Capital Expenditures to be invested in the Hospital in furtherance of the Hospital's mission and the health care needs of the communities within the Hospital Service Area (each such Capital Expenditure making up the Capital Investment Amount is a "Capital Investment"). Capital Expenditure shall be defined as any expenditure greater than

Five Thousand Dollars (\$5,000) which can be capitalized in accordance with Generally Accepted Accounting Principles (“GAAP”). At least fifty percent (50%) of the Capital Investment Amount shall be expended within the five (5) years following the Closing Date. Capital Expenditures shall not include any expense related to improvements required to assure hospital compliance with Structural Performance Category SPC 3, SPC 4 or SPC 5 or Non-structural Performance Categories NPC 3, NPC 4 or NPC 5 (“Seismic Requirements”) as defined by the Office of Statewide Health Planning and Development (“OSHPD”) unless such Seismic Requirements are required by OSHPD to obtain approval for any other Capital Expenditure project requested or submitted by Purchaser. Subject to the above, the amount, use and timeframe of each Capital Investment shall be determined by Purchaser pursuant to its standard capital investment policies and processes.

11.8 Charitable Funds. For so long as Purchaser operates the Hospital Purchaser shall use funds raised in conjunction with the Hospital in the Hospital Service Area to support services to be provided in the Hospital Service Area.

11.9 Annual Reports. For twenty (20) years after the Closing Date (“Reporting Period”), Purchaser shall provide Seller with written reports on a quarterly basis that describe the Hospital’s financial status, programmatic efforts, and progress toward its strategic plan, including, for the first ten (10) years only, Capital Investments made, with a level of detail sufficient to allow Seller to reasonably monitor compliance with Section 11.7, including without limitation their costs as allocated between Seismic Requirements and otherwise, and the status of completion of the underlying project. Each year during the Reporting Period, Purchaser shall provide evidence that it is maintaining all licenses, permits, accreditations, and approvals necessary for Purchaser to operate the Hospital. During the Reporting Period, Purchaser shall also notify Seller within five (5) business days of Purchaser’s receipt of any notice of immediate jeopardy and shall regularly communicate with Seller regarding Purchaser’s diligent resolution of any such notice. Purchaser shall provide Seller with copies of Purchaser’s internally generated annual financial statements and interim/mid-year financial statements within one hundred fifty (150) days after the end of each fiscal year and mid-year thereafter.

11.10 Cooperation on Tax Matters. For seven (7) years after the Closing Date the parties shall cooperate with each other and shall make available to the other, as reasonably requested and at the expense of the requesting party, and to any taxing authority, all information, records or documents relating to tax liabilities or potential tax liabilities of such parties for all periods requested by any taxing authority or required by either party to respond to a request by any taxing authority, and shall preserve all such information, records and documents (to the extent a part of the Assets delivered by Seller on or before the Closing Date) at least until the expiration of any applicable statute of limitations or extensions thereof and will not destroy such records without prior notice to the other party.

11.11 Survival of Post Closing Covenants. The Post Closing Covenants contained in Article 11 shall survive Closing for the period expressly specified in the applicable post closing covenant herein.

11.12 Certificate of Compliance and Notice of Noncompliance. No later than January 15 of each year after the Closing Date, Purchaser shall provide to Seller a certificate of senior



management of Purchaser that Purchaser is in full compliance with the covenants contained in Article 11 hereof. In addition, Purchaser shall provide Seller with written notice of noncompliance of any covenant contained in Article 11 within thirty (30) days of such noncompliance.

## **ARTICLE 12**

### **EMPLOYEES**

Purchaser shall provide offer letters to all “Active Hospital Employees” on or before the Effective Time setting forth terms and conditions of employment at no less than each such Active Hospital Employee’s then current wage or salary, subject to Purchaser’s determination that such Active Hospital Employees meet Purchaser’s usual and customary hiring practices and policies. For purposes of this Agreement, “Active Hospital Employees” shall mean Hospital Employees who are actually providing services in connection with the operation of the Hospital as of the Closing Date and who are in good standing and shall exclude any Hospital Employee (a) whose employment status has been suspended or restricted as a result of disciplinary or other action, or (b) who is otherwise not providing services in connection with the operation of the Hospital for any reason as of the Closing Date.

None of Seller or any affiliate thereof, shall, from the Effective Date until the Closing Date, directly or indirectly, solicit any Active Hospital Employee for employment by Seller or any affiliate thereof after the Closing Date.

Purchaser acknowledges and agrees that (A) Active Hospital Employees who have accepted an offer or employment with Purchaser (“Hired Employees”) shall be offered salary and benefits packages that are no less than the salary and benefits such Hired Employees received as of the Closing Date, subject to the eligibility requirements of the underlying benefit plans; (B) Purchaser shall maintain such salary and benefits packages for Hired Employees for at least twelve (12) months from the Closing Date with no downward adjustments; (C) Hired Employees shall be given credit for length of service for purposes of determining eligibility for participation in the various benefit plans offered by Purchaser or its designated affiliate post-Closing; and (D) exclusions for pre-existing conditions and applicable waiting periods with respect to health insurance coverage provided to Hired Employees by Seller shall be waived. Purchaser covenants and agrees that it shall continue to employ in comparable positions (including the same or better job title, responsibilities and salary) the Hired Employees for a period of no less than six (6) months following the Closing Date, unless Purchaser sooner terminates the employment of any Hired Employee for cause or in the event any Hired Employee voluntarily resigns or retires.

Purchaser agrees to assume all Hospital collective bargaining agreements in effect as of the Closing Date (“CBA”) and, where appropriate, use its commercially reasonable efforts to successfully complete negotiations relating to any open CBA as soon as reasonably practicable.

The understandings set forth in this Article 12 are solely for the purpose of defining the obligations between Purchaser and Seller and shall not be construed as creating any employment contract or other agreement between either Purchaser or Seller, on the one hand, and any Active Hospital Employee, on the other hand. The terms and provisions of this Article 12 are intended solely for the benefit of Seller and Purchaser and their respective permitted successors or assigns,

and it is not the intention of the parties to confer, and this Agreement shall not confer, third-party beneficiary rights upon any other person, including any Active Hospital Employee. All Active Hospital Employees shall remain terminable “at-will” by Purchaser (or its designated affiliate) or Seller, as the case may be, except to the extent otherwise required by law, by any preexisting employment or other agreement which has been specifically assumed by Purchaser under this Agreement, or by this Article.

## **ARTICLE 13**

### **TAX MATTERS**

13.1 Tax Matters; Allocation of Purchase Price. The Purchase Price shall be allocated among each category of Assets in accordance with Schedule 13 (which Schedule 13 shall be attached hereto in a form as mutually agreed by Seller and Purchaser on or prior to the Closing). Seller and Purchaser hereby agree to allocate the Purchase Price in accordance with Schedule 13, to be bound by such allocations, to account for and report the purchase and sale of the Assets contemplated hereby for federal and state tax purposes in accordance with such allocations, and not to take any position (whether in tax returns, tax audits, or other tax proceedings), which is inconsistent with such allocations without the prior written consent of the other party. Notwithstanding anything contained in this Agreement, Purchaser shall pay all applicable taxes, if any, including any documentary transfer taxes, with regard to purchase of the Owned Real Property and other Assets and the consummation of the transaction described in this Agreement, as well as, as of the Effective Time, the operation of the Hospital.

## **ARTICLE 14**

### **SURVIVAL AND INDEMNIFICATION**

14.1 Survival. Except as expressly set forth in this Agreement to the contrary, all representations and warranties of Purchaser and Seller, respectively, contained in this Agreement or in any document delivered pursuant hereto shall be deemed to be material and to have been relied upon by Purchaser and Seller, respectively, and shall continue to be fully effective and enforceable following the Closing Date (and recording of the Grant Deed) for two (2) years (the “Survival Period”) and shall thereafter be of no further force and effect; provided, however, that (a) the Survival Period for Surviving Environmental Obligations shall survive for the period of time set forth in Section 1.7(f), and (b) the Survival Period for the representations and warranties contained in Sections 2.1 (Organization and Good Standing), 2.2 (Authority; Validity; No Breach), Section 2.5 (Title to and Condition of Owned Real Property), 3.1 (Organization and Good Standing) and 3.2 (Authority; Validity; No Breach) shall continue to be fully effective and enforceable for seven (7) years following the Closing Date; provided, however, that if there is an outstanding notice of a claim at the end of the applicable Survival Period in compliance with the terms of this Agreement, such applicable Survival Period shall not end in respect of such claim until such claim is resolved. The indemnifications contained in Sections 14.2(a)(iii) through 14.2(a)(v) and the indemnifications contained in Sections 14.3(a)(iii) through 14.3(a)(vii) shall continue to be fully effective and enforceable for seven (7) years following the Closing Date, and the indemnifications contained in Sections 14.2(a)(ii) and 14.3(a)(ii) shall continue to be fully effective and enforceable for two years beyond the period the underlying covenant is in effect. No

party shall be liable under this Article or this Agreement for any losses resulting from or relating to any inaccuracy in or breach of any representation or warranty in this Agreement if the party seeking indemnification for such losses had knowledge of such inaccuracy or breach before Closing.

**14.2 Indemnification of Purchaser by Seller.**

(a) Seller shall keep and save Purchaser, and its affiliates, directors, officers, employees, agents and other representatives, forever harmless from and shall indemnify and defend Purchaser against any and all obligations, judgments, liabilities, penalties, violations, fees, fines, claims, losses, costs, demands, damages, liens, encumbrances and expenses including reasonable attorneys' fees (collectively, "Damages"), whether direct or consequential and no matter how arising, to the extent, connected with or arising or resulting from (i) any breach of any representation or warranty of Seller under this Agreement, (ii) any breach or default by Seller of any covenant or agreement of Seller under this Agreement, (iii) the Excluded Liabilities, (iv) the Excluded Assets, and (v) all federal, state and local income taxes relating to Seller. No provision in this Agreement shall prevent Seller from pursuing any of its legal rights or remedies that may be granted to Seller by law against any person or legal entity other than Purchaser or any affiliate of Purchaser.

(b) Purchaser shall promptly give written notice to Seller in the event that any claim is made against Purchaser or the Assets for which Seller has agreed to indemnify Purchaser as set forth in this Agreement, and Seller shall thereupon undertake to defend promptly and hold Purchaser free and harmless therefrom, using counsel reasonably satisfactory to Purchaser. Once the defense thereof is assumed by Seller, Seller shall keep Purchaser advised of all developments in the defense thereof and in any related litigation, and Purchaser shall be entitled at all times to participate in the defense thereof at its own expense. If Seller fails to discharge or undertake to defend against any such liability within fifteen (15) days after written notice thereof, then Purchaser may settle the same and shall provide notice of the terms thereof to Seller within ten (10) days after settlement, subject to Purchaser giving Seller not less than ten (10) business days prior written notice of the terms of the proposed settlement before it is executed. Seller's liability shall be conclusively established by such settlement (the amount of such liability shall include, but shall not be limited to, the settlement consideration and the reasonable attorneys' fees, costs and expenses incurred by Purchaser in effecting such settlement). This indemnity shall not foreclose any other rights or remedies of Purchaser or its assigns that they may have under law or under this Agreement to enforce the provisions of this Agreement.

**14.3 Indemnification of Seller by Purchaser.**

(a) Purchaser shall keep and save Seller and its affiliates, directors, officers, employees, agents and other representatives, forever harmless from and shall indemnify and defend Seller against any and all Damages, whether direct or consequential and no matter how arising, in any way related to, connected with or arising or resulting from (i) any breach of any representation or warranty of Purchaser under this Agreement, (ii) any breach or default by Purchaser under any covenant or agreement of Purchaser under this Agreement, (iii) cost reports (and all claims with respect thereto) relating to Purchaser with respect to Medicare, Medi-Cal, TRICARE or Blue Cross programs or any other third-party payor for all periods beginning on and

after the Effective Time, (iv) the Assumed Obligations, (v) the failure to obtain any Transition/Intermediate Consents or Licenses, (vi) any other obligation or liability specifically assumed by Purchaser in this Agreement, and (vii) any act, conduct or omission of Purchaser, or any event or circumstance pertaining to Purchaser, that has accrued, arisen, occurred or come into existence at any time after the Effective Time. No provision in this Agreement shall prevent Purchaser from pursuing any of its legal rights or remedies that may be granted to Purchaser by law against any person or legal entity other than Seller or any affiliate of Seller.

(b) Seller shall promptly notify Purchaser in the event that any claim is made against it for which Purchaser has agreed to indemnify Seller as set forth in this Agreement, and Purchaser shall thereupon undertake to defend promptly and hold Seller free and harmless therefrom, using counsel reasonably satisfactory to Seller. Once the defense thereof is assumed by Purchaser, Purchaser shall keep Seller advised of all developments in the defense thereof and in any related litigation, and Seller shall be entitled at all times to participate in the defense thereof at its own expense. If Purchaser fails to discharge or undertake to defend against any such liability within fifteen (15) days after written notice thereof, then Seller may settle the same and shall provide notice of the terms thereof to Purchaser within ten (10) days after settlement, subject to Seller giving Purchaser not less than ten (10) business days prior written notice of the terms of the proposed settlement before it is executed. Purchaser's liability shall be conclusively established by such settlement (the amount of such liability shall include both the settlement consideration and the reasonable attorneys' fees, costs and expenses necessarily incurred by Seller in effecting such settlement). This indemnity shall not foreclose any other rights or remedies that Seller may have under law or under this Agreement to enforce the provisions of this Agreement.

**14.4 Indemnification Assistance; Subrogation; Insurance.**

(a) Any party entitled to indemnification hereunder (the "Indemnified Party") agrees to give the party which would be liable for Damages to an Indemnified Party (the "Indemnifying Party") reasonable access to the books and records and employees of the Indemnified Party in connection with the matters for which indemnification is sought hereunder (but only for claims which are asserted against or sought to be collected from such Indemnified Party by a person other than Seller, Purchaser or their respective affiliates (a "Third Party Claim"), to the extent the Indemnifying Party reasonably deems necessary in connection with its rights and obligations hereunder.

(b) The Indemnified Party shall assist and cooperate with the Indemnifying Party in the conduct of litigation, the making of settlements and the enforcement of any right of contribution to which the Indemnified Party may be entitled from any person or entity in connection with the subject matter of any litigation subject to indemnification hereunder which involves a Third Party Claim. In addition, the Indemnified Party shall, upon the reasonable request by the Indemnifying Party or counsel selected by the Indemnifying Party (with reimbursement of any reasonable fees, wages, costs or expenses incurred by the Indemnified Party or an employee thereof in connection therewith), attend hearings and trials, assist in the securing and giving of evidence, assist in obtaining the presence or cooperation of witnesses, and make available its own personnel in connection with any claim which involves a Third Party Claim.

(c) Following indemnification as provided for hereunder, the Indemnifying Party shall be subrogated to all rights of the Indemnified Party with respect to all persons or entities relating to the matter for which indemnification has been made.

(d) The Indemnified Party will use its commercially reasonable efforts to recover under insurance policies or indemnity, contribution or other similar agreements for any Damages. (If any such proceeds are received by any Indemnified Party or any of its affiliates with respect to any Damages after payment has been made to the Indemnified Party with respect thereto, the Indemnified Party shall promptly pay back the amount of such proceeds (up to the amount received by the Indemnified Party with respect to such Damages) to the Indemnifying Party). The parties will treat any payment received pursuant to this Article as an adjustment to the Purchase Price for tax purposes.

## **ARTICLE 15**

### **DEFAULTS AND REMEDIES**

15.1 Default By Either Party. A party shall be in default under this Agreement (the “Breaching Party”) and the other party (the “Nondefaulting Party”) shall have the remedies therefor set forth in Section 15.2 below, if: the Breaching Party materially defaults or materially breaches any of its promises, covenants, or agreements contained in this Agreement, and such breach has not been (i) waived in writing by the Nondefaulting Party or (ii) cured by the Breaching Party to the reasonable satisfaction of the Nondefaulting Party within thirty (30) business days after service by the Nondefaulting Party upon the Breaching Party of a written notice which describes the nature of such breach.

15.2 Remedies for Default by Either Party. Upon a default by either party as set forth in Section 15.1, the below party may, in its sole and absolute discretion, pursue any of the following remedies:

(a) with regard to either party, any and all legal, monetary, and equitable remedies available to such party under applicable law, equity or this Agreement.

(b) with regard to Seller, Seller may pursue any and all remedies available to Seller under the Guaranty Agreement with Western HealthConnect, in accordance with the provisions of such Guaranty Agreement.

(c) with regard to Purchaser and specific performance, Seller acknowledges that the Hospital and the Assets are unique, that a failure by Seller to complete the transactions contemplated by this Agreement will cause irreparable injury to Purchaser, and that actual damages for any such failure may be difficult to ascertain and may be inadequate. Accordingly, Purchaser shall be entitled to seek specific performance of any of the provisions of this Agreement in addition to any other legal or equitable remedies to which Purchaser may otherwise be entitled for a failure by Seller to complete the transactions contemplated by this Agreement.

(d) with regard to Seller and specific performance, Purchaser acknowledges that a failure by Purchaser to abide by its covenants contained herein to be undertaken following the Closing will cause irreparable injury to Seller, and that actual damages for any such failure

may be difficult to ascertain and may be inadequate. Accordingly, Seller shall be entitled to seek specific performance of any of the covenants of Purchaser contained herein to be undertaken following the Closing in addition to any other legal or equitable remedies to which Seller may otherwise be entitled for a failure by Purchaser to abide by its covenants contained herein to be undertaken following the Closing.

(e) with regard to Purchaser, Purchaser shall have no right to terminate this Agreement for any reason after the Closing Date, and Purchaser's remedies after the Closing herein expressly exclude any right to terminate this Agreement.

15.3 Waiver of Default or Breach. The waiver by a party of any default or breach of the other party, or the waiver by a party of or with respect to an event or failure to perform that, with proper notice or the passage of time, would constitute a breach or default by the other party, of or under any of the provisions of this Agreement, shall not constitute a continuing waiver or a waiver of any subsequent default or breach, or of any event or failure to perform that, with proper notice or the passage of time, would constitute a breach or default, by such party, of or under either the same or a different provision of this Agreement.

## **ARTICLE 16**

### **MISCELLANEOUS PROVISIONS**

16.1 Further Assurances and Cooperation. Seller shall execute, acknowledge and deliver to Purchaser any and all other assignments, consents, approvals, conveyances, assurances, documents, certificates and instruments reasonably requested by Purchaser at any time and shall take any and all other actions reasonably requested by Purchaser at any time for the purpose of more effectively assigning, transferring, granting, conveying and confirming to Purchaser, the Assets. After consummation of the transaction contemplated herein, the parties agree to cooperate with each other in regards to all matters arising from the transition of ownership of the Assets and the business of the Hospital from Seller to Purchaser, and the performance of the post-closing covenants hereunder.

16.2 Successors and Assigns. All of the terms and provisions of this Agreement shall be binding upon and shall inure to the benefit of and be enforceable by the respective successors and assigns of the parties hereto; provided, however, that no party hereto may assign any of its rights or delegate any of its duties under this Agreement without the prior written consent of the other party, except that Purchaser may assign any of its rights or delegate any of its duties under this Agreement to any Affiliate of Purchaser as defined in Section 11.6. No assignment shall relieve the assignor of its obligations under this Agreement nor effect its terms.

16.3 Governing Law; Venue. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of California as applied to contracts made and performed within the State of California. Any and all court proceedings related to the subject matter hereof shall be maintained in California state courts in Sonoma County, which applicable court shall have exclusive jurisdiction for such purpose.

16.4 Amendments. This Agreement may not be amended other than by written instrument signed by the parties hereto.

16.5 Exhibits and Schedules. All exhibits and schedules referred to in this Agreement shall be attached hereto and are incorporated by reference herein. From the Effective Date until the Closing, the parties agree that either Seller or Purchaser may update the schedules and exhibits as reasonably necessary.

16.6 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 overnight courier, or five (5) calendar days after being deposited in the United States mail, with postage prepaid thereon, certified or registered mail, return receipt requested, addressed as follows:

If to Seller: Petaluma Health Care District  
Attn: Chief Executive Officer  
1425 N McDowell Blvd., #103  
Petaluma, California 94954

With a copy to:

Bouey & Black LLP  
Attn: Donald J. Bouey  
1615 Bonanza Street, Suite 305  
Walnut Creek, CA 94596

And:

Best Best & Krieger LLP  
Attn: Cathy Deubel Salenko  
500 Capital Mall, Suite 1700  
Sacramento, CA 95814

If to Purchaser: NorCal HealthConnect, LLC  
Attn: President  
1111 Sonoma Avenue, Suite 308  
Santa Rosa, California 95405

With a copy to:

Providence St. Joseph Health  
Attn: Department of Legal Affairs  
3345 Michelson Drive, Suite 100  
Irvine, CA 92612

or at such other address as one party may designate by notice hereunder to the other parties.

16.7 Headings. The section and other headings contained in this Agreement and in the exhibits and schedules to this Agreement are included for the purpose of convenient reference only

and shall not restrict, amplify, modify or otherwise affect in any way the meaning or interpretation of this Agreement or the exhibits and schedules hereto.

16.8 Fair Meaning. This Agreement shall be construed according to its fair meaning and as if prepared by all parties hereto.

16.9 Gender and Number; Construction. All references to the neuter gender shall include the feminine or masculine gender and vice versa, where applicable, and all references to the singular shall include the plural and vice versa, where applicable. Unless otherwise expressly provided, the word “including” followed by a listing does not limit the preceding words or terms and shall mean “including, without limitation.”

16.10 Third Party Beneficiary. None of the provisions herein contained are intended by the parties, nor shall they be deemed, to confer any benefit on any person or entity not a party to this Agreement.

16.11 Expenses and Attorneys’ Fees. Except as otherwise provided in this Agreement, each party shall bear and pay its own costs and expenses relating to the preparation of this Agreement and to the transactions contemplated by, or the performance of or compliance with any condition or covenant set forth in, this Agreement, including without limitation, the disbursements and fees of their respective attorneys, accountants, advisors, agents and other representatives, incidental to the preparation and carrying out of this Agreement, whether or not the transactions contemplated hereby are consummated. If any action is brought by any party to enforce any provision of this Agreement, the prevailing party shall be entitled to recover its court costs and expenses and reasonable attorneys’ fees.

16.12 Counterparts. This Agreement 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. The parties agree that electronic .PDF copies of signatures shall be deemed originals for all purposes hereof and that a party may produce such copies, without the need to produce original signatures, to prove the existence of this Agreement in any proceeding brought hereunder.

16.13 Entire Agreement. This Agreement, the exhibits and schedules, and the documents referred to herein contain the entire understanding between the parties with respect to the transactions contemplated hereby and supersede all prior or contemporaneous agreements, understandings, representations and statements, oral or written, between the parties on the subject matter hereof, and shall be of no further force or effect.

16.14 No Waiver. Any term, covenant or condition of this Agreement may be waived at any time by the party which is entitled to the benefit thereof but only by a written notice signed by the party expressly waiving such term or condition. The subsequent acceptance of performance hereunder by a party shall not be deemed to be a waiver of any preceding breach by the other party of any term, covenant or condition of this Agreement, other than the failure of such party to perform the particular duties so accepted, regardless of such party’s knowledge of such preceding breach at the time of acceptance of such performance. The waiver of any term, covenant or



condition shall not be construed as a waiver of any other term, covenant or condition of this Agreement.

16.15 Severability. If any term, provision, condition or covenant of this Agreement or the application thereof to any party or circumstance shall be held to be invalid or unenforceable to any extent in any jurisdiction, then the remainder of this Agreement and the application of such term, provision, condition or covenant in any other jurisdiction or to persons or circumstances other than those as to whom or which it is held to be invalid or unenforceable, shall not be affected thereby, and each term, provision, condition and covenant of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

16.16 Dispute Resolution. The parties shall, as soon as reasonably practicable after one party gives written notice of a dispute arising out of this Agreement (“Dispute”) to the other party (the “Dispute Notice”), meet and confer in good faith regarding such Dispute at such time and place as mutually agreed upon by the parties. The Dispute Notice shall identify the nature of the Dispute and all requested relief. The adverse party shall respond in writing to the Dispute Notice within ten (10) business days after its receipt thereof, and the parties shall meet within twenty (20) days thereafter through duly authorized and empowered corporate or company officers or managers in an attempt to resolve any such Dispute. If a party’s representative does not have such authority to resolve the Dispute, the other party may elect to terminate the meet and confer process and, at its option, proceed directly to litigation. In advance of such meeting, each party shall furnish the other with written documents upon which it relies to support its contentions.

Except for a Dispute raised in connection with Section 11.4 of this Agreement, if the parties do not resolve the Dispute within sixty (60) days from the date of receipt of the Dispute Notice, the parties agree to attempt to resolve those issues through mediation under JAMS. The parties agree to jointly select a mediator. If they are unable to do so, then a mediator will be chosen, upon application by the parties, by the Administrator of JAMS. The mediation process shall continue until the earliest to occur of the following: (i) the Dispute is resolved, (ii) the mediator makes a finding that there is no possibility of resolution through mediation, or (iii) thirty (30) days have elapsed since the Dispute was first scheduled for mediation.

All information exchanged during the negotiation and mediation processes shall be regarded as “without prejudice” communications for the purposes of settlement negotiations and shall be treated as confidential by the parties and their representatives unless otherwise required by law. However, evidence that is independently admissible or discoverable shall not be rendered inadmissible or non-discoverable by virtue of its use during negotiation or mediation.

The parties agree that the representatives selected to participate in the mediation process will have the authority required to resolve the Dispute.

The parties agree that they will each be responsible for the costs of their own legal counsel and personal travel. Fees and expenses of the mediator and all administrative costs of the mediation, such as the cost of a meeting room, if any, shall be borne equally by the parties.

Upon termination of the mediation, if the parties have not resolved the Dispute, either party may submit the Dispute to a court for resolution as provided for herein.

16.17 Public Announcements. Neither party shall issue any press release or make any public announcement of the transaction subject to this Agreement without the prior written consent of the other party, provided that either party may make any such announcement as may be required by law.

16.18 Time is of the Essence. Time is of the essence for all dates and time periods set forth in this Agreement and each performance called for in this Agreement.

16.19 Confidentiality and Non-Disparagement. Except as required by law or regulation, or as necessary to enforce this Agreement, neither party shall disclose the terms of this Agreement to any non-party; provided that the parties may disclose such terms to their financial and legal advisors, and to selected agents, employees, affiliates, officers, directors, successors, and assigns. Each party agrees that it will not make any statements, written or oral, which denigrate, disparage, or defame the goodwill or reputation of the other party in any manner whatsoever. If suit is filed to enforce any part of this Confidentiality and Non-Disparagement provision of this Agreement, or to otherwise seek redress for breach of this provision, the prevailing party shall be entitled to recover all of its attorneys' fees relating to the dispute.

16.20 Pre-Closing Confidentiality and Publicity. Except as otherwise required by law, the parties hereto shall hold in confidence the information contained in this Agreement, and all information related to this Agreement, which is not otherwise known to the public, shall be held by each party hereto as confidential and proprietary information and shall not be disclosed without the prior written consent of the other party. Accordingly, Purchaser and Seller shall not discuss with, or provide nonpublic information to, any third party (except for such party's attorneys, accountants, directors, officers and employees, the directors, officers and employees of any affiliate of any party hereto, and other consultants, representatives, agents and professional advisors) concerning this transaction prior to the Closing, except: (a) as required by law or in governmental filings or judicial, administrative or arbitration proceedings; or (b) pursuant to public announcements made with the prior written approval of Seller and Purchaser.

[REMAINDER OF PAGE IS BLANK]

IN WITNESS WHEREOF, this Agreement has been entered into as of the day and year first above written.

**PURCHASER:**

NorCal HealthConnect, LLC

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

**SELLER:**

Petaluma Health Care District

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

**Exhibit 1.3.1**

**Bill of Sale**

DRAFT

**Exhibit 1.3.2**

NorCal HealthConnect, LLC  
Attn: President  
1111 Sonoma Avenue, Suite 308  
Santa Rosa, California 95405

**NO FEE RECORDING PURSUANT  
TO GOVERNMENT CODE § 27383**

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**APN 136-111-024**

The undersigned Grantor(s) declare(s):

Documentary transfer tax is \$ \_\_\_\_\_

☒ Computed on full value of property conveyed, or

☐ Computed on full value less value of liens and encumbrances remaining at time of sale.

☐ Unincorporated area ☒ City of Petaluma

**GRANT DEED**  
**CONTAINING COVENANTS AND RESTRICTIONS**

This Deed is made this \_\_\_\_ day of \_\_\_\_\_, 2020, by and between Petaluma Health Care District, a political subdivision of the State of California organized pursuant to the Local Health Care District Law (Div. 23 of the California Health and Safety Code), hereinafter called **GRANTOR**, and the NorCal HealthConnect, LLC a California limited liability company, hereinafter called **GRANTEE**.

**GRANT**

GRANTOR, for and in consideration of good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in further consideration of the performance by GRANTEE of the covenants, conditions, reservations and restrictions hereinafter contained, does hereby grant to the GRANTEE, its successors and assigns, the real property commonly known as 400 N McDowell Blvd., situated in the City of Petaluma, County of Sonoma, described in **Exhibit A** attached hereto and made a part of this Deed, together with all improvements thereon, and all rights, permits, easements and other appurtenances thereto (the collectively, the "**Property**").

GRANTOR is transferring the Property to GRANTEE, subject to the following Special Operating Covenant, pursuant to that certain Asset Purchase Agreement dated as of October 30, 2020 between GRANTOR, as Seller, and GRANTEE, as Purchaser. Accordingly, **THIS DEED HAS BEEN EXECUTED, DELIVERED AND ACCEPTED SUBJECT TO THE FOLLOWING SPECIAL OPERATING COVENANT**, which shall be binding upon and enforceable against GRANTEE, its successors and assigns, for the Covenant Period (as defined below).

GRANTEE agrees to accept conveyance of the Property subject to the covenants and conditions of this Deed. Failure of GRANTOR to insist in any one or more instances upon complete performance of any of the covenants or conditions of this Deed will not be construed as a waiver or a relinquishment of the future performance of such covenants or conditions, but the obligations of GRANTEE, its successors and assigns, with respect to such future performance shall continue in full force and effect.

#### **A. SPECIAL OPERATING COVENANT.**

As a material consideration to GRANTOR for the conveyance of the Property, GRANTEE covenants for itself, and its assigns and every successor in interest to the Property, or any part thereof that for a minimum of twenty (20) years after the recordation of this Deed (the “**Covenant Period**”), GRANTEE will use and operate the Property exclusively for the purpose of operating a general acute hospital with basic emergency medical services (consistent with Cal. Code Regs. tit. 22 § 70413, as may be amended, replaced, deleted, or supplemented from time-to-time) (the “**Special Operating Covenant**”), except to the extent prevented from doing so as a result of and during the occurrence of an Unavoidable Delay. For purpose of this Special Operating Covenant, “**Unavoidable Delay**” means prevent from or delay in performing the Special Operating Covenant by reason of any act of God, fire, earthquake, pandemic or epidemic, industry-wide strikes, labor troubles or other union activities (but only to the extent such actions affect similar premises not owned or operated by GRANTEE or any of GRANTEE’s affiliates at that time and do not result from an act or omission of the GRANTEE), the GRANTEE’s inability to obtain required labor or materials after commercially reasonable efforts to do so, litigation (that does not result from an act or omission of the GRANTEE), loss, accidents, laws, governmental preemption, war, or riots, or other cause (except GRANTEE’s financial inability or illiquidity) not the fault of GRANTEE or within GRANTEE’s reasonable control, despite such GRANTEE’s reasonable diligent efforts to mitigate, remediate and/or remove such cause or event. Unavoidable Delay shall exclude any delay cause by or related to COVID-19 or any delay caused by GRANTEE’s financial condition or insolvency. As a result of an Unavoidable Delay, the Covenant Period will be extended for a period equivalent to the period of delay and performance of the act during the period of delay will be excused; provided, however, that no Unavoidable Delay shall continue for a period in excess of one (1) year (individually or in the aggregate) without GRANTOR’s prior written consent. To claim Unavoidable Delay, GRANTEE shall notify GRANTOR: (a) within thirty (30) days after GRANTEE knows of any such Unavoidable Delay; and (b) within ten (10) days after such Unavoidable Delay ceases to exist. To be effective, any such notice must describe the Unavoidable Delay in reasonable detail and GRANTEE’S consistent and reasonable diligent efforts to mitigate, remediate and/or remove such Unavoidable Delay. This Special Operating Covenant shall automatically terminate at the expiration of the Covenant Period, without the need to record any termination of the Special Operating Covenant; provided, however, upon the expiration of the Covenant Period, GRANTOR shall execute and record a quitclaim of the Special Operating Covenant within a reasonable period of GRANTEE’s request for same.

#### **B. COVENANTS RUNNING WITH THE LAND; SERVITUDES.**

The Special Operating Covenant is intended to be a covenant running with the land under California Civil Code Section 1460 and an equitable servitude, which shall be binding on GRANTEE and GRANTEE’s successors in interest, and which shall run with each and every

portion of the Property, and which shall be binding upon each successive owner, during his ownership, or any portion of such land affected thereby and upon each person having any interest therein derived through any owner thereof, and their respective successors in interest, in accordance with California Civil Code Sections 1465 and 1468, as applicable. The provisions of this Deed are intended to both benefit and burden the Property and each and every portion thereof.

The Special Operating Covenant set forth in this Deed, unless subsequently released, is a binding servitude on the Property, shall inure to the benefit of GRANTOR and GRANTEE, their successors and assigns, and will be deemed to run with the land for the duration of the Covenant Period.

Notwithstanding anything to the contrary in this Deed, the term GRANTEE for purposes of the Special Operating Covenant shall mean the then current fee interest owner of the Property, and in accordance with California Civil Code Section 1466, no GRANTEE, merely by reason of having acquired fee title to the Property subject to the Special Operating Covenant running with the land, is liable for any breach of such covenant before such GRANTEE acquired the estate, or after such GRANTEE has parted with it or ceased to enjoy its benefits.

SIGNATURES ON FOLLOWING PAGE

**SIGNATURE PAGE**

**IN WITNESS WHEREOF**, GRANTOR AND GRANTEE have caused this instrument to be executed on their behalf by their respective officers thereunto duly authorized on the date first above written.

GRANTOR:

Petaluma Health Care District, a political subdivision of the State of California organized pursuant to the Local Health Care District Law (Div. 23 of the California Health and Safety Code)

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
\_\_\_\_\_

GRANTEE

NorCal HealthConnect, LLC a California limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
\_\_\_\_\_



**EXHIBIT A**

**LEGAL DESCRIPTION OF THE PROPERTY**

The Land referred to herein below is situated in the City of Petaluma, County of Sonoma, State of California, and is described as follows:

BEGINNING AT A POINT ON THE NORTHEASTERLY LINE OF NORTH MCDOWELL BLVD. (80.00 FEETWIDE), SAID POINT BEING THE MOST WESTERLY CORNER OF THE LANDS OF THE CITY OF PETALUMA (1694 O.R. 476); THENCE LEAVING SAID POINT OF BEGINNING ALONG THE NORTHWESTERLY BOUNDARY OF SAID LANDS OF THE CITY OF PETALUMA THE FOLLOWING COURSES AND DISTANCES: NORTH 35° 43' 06" EAST, 807.89 FEET; NORTH 74° 33' 06" EAST, 44.20 FEET; NORTH 35° 09' 06" EAST, 289.20 FEET; THENCE LEAVING SAID NORTHWESTERLY BOUNDARY NORTH 54° 26' 58" WEST, 364.99 FEET; THENCE NORTH 17° 11' 16" WEST, 30.00 FEET; THENCE FROM A TANGENT BEARING OF SOUTH 72° 48' 44" WEST ALONG A CURVE TO THE RIGHT WITH A RADIUS OF 550.00 FEET THROUGH A CENTRAL ANGLE OF 25° 47' 39" FOR AN ARC LENGTH OF 247.61 FEET TO A POINT OF REVERSE CURVATURE; THENCE FROM A TANGENT BEARING OF NORTH 81° 23' 37" WEST ALONG A TANGENT CURVE TO THE LEFT WITH A RADIUS OF 550.00 FEET THROUGH A CENTRAL ANGLE OF 6° 17' 28" FOR AN ARC LENGTH OF 60.39 FEET; THENCE SOUTH 2° 18' 55" WEST, 30.00 FEET; THENCE SOUTH 35° 33' 02" WEST, 936.94 FEET TO A POINT ON SAID NORTHEASTERLY LINE OF NORTH MCDOWELL BLVD.; THENCE ALONG SAID NORTHEASTERLY LINE SOUTH 54° 26' 58" EAST, 585.00 FEET TO THE POINT OF THE BEGINNING.

EXCEPTING THEREFROM THAT PARCEL OF LAND GRANTED FROM QANTAS DEVELOPMENT CORP. TO THE CITY OF PETALUMA BY DEED RECORDED IN BOOK 3138 OF OFFICIAL RECORDS AT PAGE 791, SONOMA COUNTY RECORDS.

ALSO EXCEPTING THEREFROM THAT PORTION CONVEYED TO THE CITY OF PETALUMA BY INSTRUMENT RECORDED AUGUST 9, 1977 IN BOOK 3273 OFFICIAL RECORDS, PAGE 320, SONOMA COUNTY RECORDS.

ALSO EXCEPTING THEREFROM THAT PORTION CONVEYED TO THE CITY OF PETALUMA BY DEED RECORDED MARCH 7, 1980 UNDER INSTRUMENT NO. 80013418, SONOMA COUNTY RECORDS.

For conveyancing purposes only: APN 136-111-024



**Exhibit 1.4.3**

**GUARANTY**

THIS GUARANTY (this “Guaranty”) is made as of \_\_\_\_\_, 2020 (“Reference Date”) by Western HealthConnect, a Washington nonprofit corporation (“Guarantor”), for the benefit of Petaluma Health Care District, a political subdivision of the State of California organized pursuant to the Local Health Care District Law (Div. 23 of the California Health and Safety Code) (“District”).

**RECITALS**

- A. District owns that certain hospital commonly known as Petaluma Valley Hospital located (“Hospital”) at 400 N McDowell Blvd. in Petaluma, California (“Site”).
- B. NorCal HealthConnect, LLC a California limited liability company (“Company”), has agreed to purchase the Site and the Hospital and certain assets used in the operation of the Hospital, from District pursuant to the terms of that certain Asset Purchase Agreement of even date herewith (“PSA”) and has further agreed to continue to operate the Hospital at the Site as an acute care hospital for a period of twenty (20) years. The PSA and the related agreements are collectively referred to herein as the “Definitive Agreements.”
- C. Guarantor is the sole corporate member of the Company.
- D. In order to induce District to enter into the Definitive Agreements and accept the performance of the obligations of Company as set forth therein, Guarantor has agreed to enter into this irrevocable Guaranty to provide assurance of performance by Company and Guarantor acknowledges that District would not enter the Definitive Agreements without such assurance.

NOW, THEREFORE, for and in consideration of the execution of the Definitive Agreements by District, and for other valuable consideration, Guarantor hereby agrees as follows:

- 1. For the purposes of this Guaranty, the term “Guaranteed Obligations” will mean: (a) Company’s prompt payment in full, when due or declared due and at all times during the term of the Definitive Agreements and thereafter, of all indemnity obligations under Section 14.3 of the PSA (“indemnification payment”); (b) Company’s prompt, full and faithful performance, observance and discharge of each and every agreement, undertaking, duty, covenant and provision to be performed, observed or discharged by Company under the Definitive Agreements, including without limitation, the obligation of Company to operate the Hospital for a period of twenty (20) years as described in the PSA and other Definitive Agreements; and (c) any damages, costs or

expenses, including reasonable attorney's fees and costs of enforcement, arising from the enforcement of the Guaranteed Obligations.

2. Guarantor hereby unconditionally, absolutely, continually and irrevocably guarantees to the District the payment and performance in full of the Guaranteed Obligations, whenever arising until fully and finally satisfied. If all or any portion of Company's obligations due under the Definitive Agreements are paid or performed by Company, the obligations of Guarantor hereunder shall continue and remain in full force and effect in the event that all or any part of such payment(s) or performance(s) is avoided or recovered directly or indirectly from District as a preference, fraudulent transfer or as otherwise permitted by applicable law.

3. This Guaranty will become effective on the "Closing Date" as defined in the PSA. This Guaranty cannot be revoked and shall continue in full force and effect until all of the Guaranteed Obligations have been fully performed, including but not limited to the Special Operating Covenant under Section 11.4 of the PSA. It is the express purpose and intent of the parties hereto that this Guaranty and the Guarantor's obligations hereunder shall be absolute and unconditional under any and all circumstances and shall not be discharged except by payment and performance as herein provided.

4. Except as otherwise set forth in Section 7, Guarantor hereby expressly waives, to the extent permitted by law, any defense to its obligations under this Guaranty by reason of:

(a) any lack of legality, validity or enforceability of the Definitive Agreements, or of any other agreement or instrument creating, providing security for, or otherwise relating to any of the Guaranteed Obligations;

(b) failure or delay on the part of District to enforce any of the rights or remedies of District under the Definitive Agreements, whether pursuant to the terms thereof or at law or in equity, or by any release of any person or entity liable under the terms of the Definitive Agreements;

(c) notice of acceptance of this Guaranty;

(d) demand of indemnification payment, presentation and protest;

(e) any statute of limitations affecting Guarantor's liability hereunder or the enforcement hereof;

(f) any dissolution of Company or the combination or consolidation of Company into or with another entity or any transfer or disposition of any assets of Company;

(g) any extension (including without limitation extensions of time for indemnification payment), renewal, amendment, restructuring or restatement of, any acceptance

of late or partial indemnification payments under, or any change in the amount of indemnification payment or liability that is a Guaranteed Obligation, in whole or in part;

(h) any waiver of, forbearance or indulgence under, or other consent to any change in or departure from any term or provision in the Definitive Agreements, including without limitation any term pertaining to the payment or performance of any of the Guaranteed Obligations or any of the Guarantor's obligations under this Guaranty; and

(i) any other circumstance whatsoever (with or without notice to or knowledge of any Guarantor) which might in any manner constitute a legal or equitable defense available to, or discharge of, a surety or a guarantor, including without limitation any right to require or claim that resort be had to Company or any other guarantor of the Guaranteed Obligations.

Guarantor warrants and agrees that each of the waivers set forth above are made with Guarantor's full knowledge of their significance and consequences, and that under the circumstances, the waivers are reasonable and, to Guarantor's knowledge, not contrary to public policy or law. If any of said waivers are determined to be contrary to any applicable law or public policy, such waivers shall be effective only to the maximum extent permitted by law.

5. The obligation of Guarantor to pay or perform Guaranteed Obligations of Company under the Definitive Agreements shall be suspended to the extent that the non-performance by Company is permitted as a remedy of Company under the Definitive Agreements as a result of a material breach of the Definitive Agreements by District, but shall be reinstated if such non-performance continues after such default by District has been cured.

6. Guarantor warrants and represents to District that Guarantor now has and will continue to have full and complete access to any and all information concerning the Definitive Agreements, the value of the assets owned or to be acquired by Company, Company's financial status and its ability to pay and perform the Guaranteed Obligations. Guarantor further warrants and represents that Guarantor has reviewed and approved copies of the Definitive Agreements and is fully informed of the remedies District may pursue, with notice to Company or Guarantor, in the event of default under the Definitive Agreements. So long as any of Guarantor's obligations hereunder remain unsatisfied or owing to District, Guarantor shall keep fully informed as to all aspects of Company's financial condition and the performance of the Guaranteed Obligations.

7. District will provide Guarantor with a copy of any notice of default given to Company under the Definitive Agreements and if Company does not cure such default within the applicable cure period, then Guarantor shall have a period of sixty (60) days following such failure by the Company to cure such default.

8. Guarantor agrees that Guarantor's obligations shall not be affected by any circumstances which constitute a legal or equitable discharge of a guarantor or surety.

9. The obligations hereunder are independent of the obligations of Company and a separate action or actions may be brought and prosecuted against Guarantor whether action is brought against Company or whether Company is joined in any such action or actions. Guarantor agrees that District may enforce this Guaranty without the necessity of proceeding against or exhausting its remedies against Company or any other guarantor. Guarantor obligates itself to perform the obligations of Company under the Definitive Agreements as if those obligations were direct primary obligations of Guarantor.

10. Guarantor agrees that:

(a) Nothing contained herein shall prevent District from suing on the Definitive Agreements or from exercising any rights available to it thereunder and that the exercise of any of the aforesaid rights shall not constitute a legal or equitable discharge of Guarantor.

(b) Until all obligations of Company to District under the Definitive Agreements shall have been fully performed, Guarantor shall have no right of subrogation against Company or any right of contribution against any other guarantor unless and until all Guaranteed Obligations have been paid in full or otherwise satisfied and Guarantor waives any right to enforce any remedy which District now has or may hereafter have against Company. Guarantor further agrees that, to the extent the waiver of Guarantor's rights of subrogation and contribution as set forth herein is found by a court of competent jurisdiction to be void or voidable for any reason, any rights of subrogation Guarantor may have against Company shall be junior and subordinate to any rights District may have against Company, and any rights of contribution Guarantor may have against any other guarantor shall be junior and subordinate to any rights District may have against such other guarantor.

(c) To the extent any dispute exists at any time between Guarantor and a third party as to Guarantor's right to contribution or otherwise, Guarantor agrees to indemnify, defend and hold District harmless from and against any loss, damage, claim, demand, cost or any other liability (including, without limitation, reasonable attorneys' fees and costs) District may suffer as a result of such dispute.

(d) The obligations of Guarantor under this Guaranty shall not be altered, limited or affected by any case, voluntary or involuntary, involving the bankruptcy, insolvency receivership, reorganization, liquidation or arrangement of Company or by any defense which Company may have by reason of the order, decree or decision of any court or administrative body resulting from any such case. Guarantor acknowledges and agrees that any indemnification payment which accrues with respect to Company's obligations under the Definitive Agreements after the commencement of any such proceeding (or, if any such indemnification payment ceases to accrue by operation of law by reason of the commencement of said proceeding, such indemnification payment as would have accrued if said proceedings had not been commenced) shall be included in Guarantor's obligations hereunder because it is the intention of the parties that

said obligations should be determined without regard to any rule or law or order which may relieve Company of any of its obligations under the Definitive Agreements.

11. All sums due hereunder to be paid by Guarantor to District shall bear interest commencing fifteen (15) business days after the date the indemnification payment is due until the date indemnification payment is received at the prime rate of interest charged from time to time by Wells Fargo Bank, N.A., plus two percent (2%) per annum, but not to exceed the maximum rate allowable under law.

12. It is not necessary for District to inquire into the powers of either Company or Guarantor or the officers, directors or agents acting or purporting to act on its behalf.

13. Guarantor makes the following representations and warranties to District as of the Closing Date:

(a) Guarantor is a duly organized and validly existing nonprofit public benefit corporation organized under the laws of and in good standing in the State of Washington.

(b) This Guaranty has been duly executed and delivered by Guarantor, and no other act or proceeding on the part of Guarantor is necessary to authorize this Guaranty or the transactions contemplated hereby. This Guaranty represents a valid and binding obligation of Guarantor, enforceable against Guarantor in accordance with its terms, except as limited by applicable bankruptcy, insolvency, reorganization, moratorium, and similar laws affecting the enforcement of creditors' rights generally and general principles of equity.

(c) Neither the execution and delivery by Guarantor of this Guaranty, nor the performance of its obligations contemplated herein, will (a) violate, or be in conflict with, or constitute a default (or an event or condition that, with notice or lapse of time or both, would constitute a default) under, or result in the termination of, or accelerate the performance required by, or cause the acceleration of the maturity of any debt, liability, contract, agreement, or other arrangement to which Guarantor is subject; or (b) to Guarantor's knowledge, violate any federal, state, or local statute, law, rule, regulation, judgment, decree, order, writ, or injunction of any court or governmental authority to which Guarantor is subject.

(d) To Guarantor's knowledge, there are no written notices of any lawsuits, investigations or other proceedings pending against Guarantor's right to enter into this Guaranty, including claims, lawsuits, governmental actions or other proceedings, including any desk audit or full audit before any court, agency or other judicial, administrative or other governmental body or arbitrator.

(e) Guarantor is not insolvent and will not be rendered insolvent as a result of any of the transactions contemplated by this Guaranty. For purposes hereof, the term "solvent" means that: (a) Guarantor is able to pay its debts and obligations in the ordinary course as they

mature; and (b) Guarantor has resources sufficient to carry on its businesses and all businesses which it is about to engage.

14. Nothing in this Guaranty, whether express or implied, is intended to confer any rights or remedies under or by reason of this Guaranty on any persons other than District and its respective successors and assigns, nor is anything in this Guaranty intended to relieve or discharge the obligation or liability of any third persons to any party to this Guaranty, nor shall any provision give any third persons any right of subrogation or action over or against any party to this Guaranty.

15. No amendment or waiver of any provision of this Guaranty or consent to any departure by Guarantor therefrom shall be effective unless the same shall be in writing and signed by District and Guarantor. No failure on the part of District to exercise and no delay in exercising any right hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any right hereunder preclude any other or further exercise thereof or the exercise of any other right.

16. Any notice, statement, demand, consent, approval or other communication required or permitted to be given, rendered or made by either party to the other, pursuant to this Guaranty or pursuant to any applicable law or requirement of public authority, shall be in writing (whether or not so stated elsewhere in this Guaranty) and shall be deemed to have been properly given, rendered or made only if hand-delivered or sent via commercial overnight courier, and shall be deemed to have been given, rendered or made when received. By giving notice as provided above, either party may designate a different address for notices, statements, demands, consents, approvals or other communications intended for it.

To Guarantor: Western HealthConnect  
Attn: Mike Butler, President of Operations and Strategy  
1801 Lind Ave. SW  
Renton, Washington 98057

To District: Petaluma Health Care District  
Attn: Ramona Faith, CEO  
1425 N McDowell Blvd., #103  
Petaluma, CA 94954

17. In the event of any dispute or litigation regarding the enforcement or validity of this Guaranty, the non-prevailing party shall be obligated to pay all charges, costs and expenses (including, without limitation, reasonable attorney's fees) incurred by the prevailing party, whether or not any action or proceeding is commenced regarding such dispute and whether or not such litigation is prosecuted by judgment. All such amounts shall be paid by Guarantor within fifteen (15) business days of demand by District, together with interest thereon accruing from the lapse of such fifteen (15) business days at the rate per annum set forth in Section 11 above.

18. This Guaranty constitutes the entire agreement of Guarantor with respect to the matters set forth herein. The rights and remedies herein provided are cumulative and not exclusive of any remedies provided by law or any other agreement, and this Guaranty shall be in addition to any other guaranty of Company's obligations under the Definitive Agreements. Every provision of this Guaranty is intended to be severable. In the event any term or provision hereof is declared to be illegal or invalid for any reason whatsoever by a court of competent jurisdiction, such illegality or invalidity shall not affect the balance of the terms and provisions hereof, which terms and provisions shall remain binding and enforceable. This Guaranty shall be governed by and construed in accordance with the laws of the State of California.

19. This Guaranty may be executed in any number of counterparts each of which shall be deemed an original and all of which shall constitute one and the same Guaranty with the same effect as if all parties had signed the same signature page. Any signature page of this Guaranty may be detached from any counterpart of this Guaranty and re-attached to any other counterpart of this Guaranty identical in form hereto but having attached to it one or more additional signature pages.

20. No failure or delay on the part of the District to exercise any power, right or privilege under this Guaranty shall impair any such power, right or privilege preclude other or further exercise thereof or of any other right, power or privilege.

21. This Guaranty shall not be assigned by either party in whole or in part without the prior written consent of the other party. If assigned with such consent, this Guaranty shall be binding upon and inure to the benefit of the successors and assigns of the parties.

*[Signature Page Follows]*



IN WITNESS WHEREOF, Guarantor has caused its duly authorized representatives to execute and acknowledge this Guaranty as of the day and year first above written.

**District:**

**Petaluma Health Care District**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**GUARANTOR:**

**Western HealthConnect**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**Schedule 1.6(a)**  
**Owned Real Property**

File No.: NCS-1025081-OR1

The Land referred to herein below is situated in the City of Petaluma, County of Sonoma, State of California, and is described as follows:

BEGINNING AT A POINT ON THE NORTHEASTERLY LINE OF NORTH MCDOWELL BLVD. (80.0 0 FEETWIDE), SAID POINT BEING THE MOST WESTERLY CORNER OF THE LANDS OF THE CITY OF PETALUMA ([1694 O.R. 476](#)); THENCE LEAVING SAID POINT OF BEGINNING ALONG THE NORTHWESTERLY BOUNDARY OF SAID LANDS OF THE CITY OF PETALUMA THE FOLLOWING COURSES AND DISTANCES: NORTH 35° 43' 06" EAST, 807.89 FEET; NORTH 74° 33' 06" EAST, 44.20 FEET; NORTH 35° 09' 06" EAST, 289.20 FEET; THENCE LEAVING SAID NORTHWESTERLY BOUNDARY NORTH 54° 26' 58" WEST, 364.99 FEET; THENCE NORTH 17° 11' 16" WEST, 30.00 FEET; THENCE FROM A TANGENT BEARING OF SOUTH 72° 48' 44" WEST ALONG A CURVE TO THE RIGHT WITH A RADIUS OF 550.00 FEET THROUGH A CENTRAL ANGLE OF 25° 47' 39" FOR AN ARC LENGTH OF 247.61 FEET TO A POINT OF REVERSE CURVATURE; THENCE FROM A TANGENT BEARING OF NORTH 81° 23' 37" WEST ALONG A TANGENT CURVE TO THE LEFT WITH A RADIUS OF 550.00 FEET THROUGH A CENTRAL ANGLE OF 6° 17' 28" FOR AN ARC LENGTH OF 60.39 FEET; THENCE SOUTH 2° 18' 55" WEST, 30.00 FEET; THENCE SOUTH 35° 33' 02" WEST, 936.94 FEET TO A POINT ON SAID NORTHEASTERLY LINE OF NORTH MCDOWELL BLVD.; THENCE ALONG SAID NORTHEASTERLY LINE SOUTH 54° 26' 58" EAST, 585.00 FEET TO THE POINT OF THE BEGINNING.

EXCEPTING THEREFROM THAT PARCEL OF LAND GRANTED FROM QANTAS DEVELOPMENT CORP. TO THE CITY OF PETALUMA BY DEED RECORDED IN [BOOK 3138 OF OFFICIAL RECORDS AT PAGE 791](#), SONOMA COUNTY RECORDS.

ALSO EXCEPTING THEREFROM THAT PORTION CONVEYED TO THE CITY OF PETALUMA BY INSTRUMENT RECORDED AUGUST 9, 1977 IN [BOOK 3273 OFFICIAL RECORDS, PAGE 320](#), SONOMA COUNTY RECORDS.

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For conveyancing purposes only: APN 136-111-024

**Schedule 1.6(b)**  
**Tangible Personal Property**

**DRAFT**  
October 21, 2020

Purch Fac	Asset.No	Vendor	Location	Asset.Description	Asset.Class	Acquisition Date
PVH	P001305		P400NMCDOW	DODGE 1/2 TON TRUCK	AUTO	3/1/2011
PVH	P073240		P400NMCDOW	CELL REPEATER PROJECT	BLDG IMPROV	5/1/2014
PVH	P001640		P400NMCDOW	MED GAS ALARM PANELS PROJECT	BLDG IMPROV	12/1/2014
PVH	P040010		P400NMCDOW	BURNS HALL RUBBER ROOF	BLDGCOMP	8/26/1998
PVH	P040051		P400NMCDOW	PLANT OP PROJECTS CIP	BLDGCOMP	6/1/2000
PVH	P040070		P400NMCDOW	LLC COMPUTER LAB ELECTRICAL WORK	BLDGCOMP	6/1/2003
PVH	P040074		P400NMCDOW	SIHS CAPITALIZED LEASE- B1	BLDGCOMP	2/1/1997
PVH	P040075		P400NMCDOW	BLDG SIHS LSE IMPROVEMENT B3	BLDGCOMP	8/1/1998
PVH	P073281	BLAKESLEE ELECTRIC	P400NMCDOW	SLEEP RM FIRE ALARM	BLDGCOMP	11/1/2014
PVH	P001644	STANDARD TEXTILE, JOHNS FORI	P400NMCDOW	PATIENT ROOM UPGRADES	BLDGCOMP	1/1/2014
PVH	P001645	CBS PLUMBING	P400NMCDOW	VACUUM PUMP REPLACEMENT	BLDGCOMP	1/1/2014
PVH	P001646	CVE NB CONTRACTING GROUP	P400NMCDOW	NURSE'S STATION DUST CONTROL	BLDGCOMP	1/1/2014
PVH	P001647	HUB CONSULTANTS	P400NMCDOW	WALL MOUNT PROJECT	BLDGCOMP	1/1/2014
PVH	P001648	HUB CONSULTANTS	P400NMCDOW	EMERGENCY POWER PROJECT	BLDGCOMP	1/1/2014
PVH	P001649	HUB CONSULTANTS	P400NMCDOW	FACP SMOKE ADDITION PROJECT	BLDGCOMP	1/1/2014
PVH	P001650	NCS MOVING SERVICES	P400NMCDOW	HALLWAY CORRIDOR CARPETING	BLDGCOMP	1/1/2014
PVH	P001656	B.T. MANCINI	P400NMCDOW	SUPPLY BASE FLOORING	BLDGCOMP	3/1/2014
PVH	P040055		P400NMCDOW	Washer/Disinfecter	BLDGCOMP	12/13/2001
PVH	P040056		P400NMCDOW	2ND FLOOR RENOVATION 1251.4005	BLDGCOMP	6/1/2002
PVH	P040057		P400NMCDOW	PLANT OPERATIONS PROJECT 1251.5000	BLDGCOMP	6/1/2002
PVH	P040064		P400NMCDOW	MISC CONSTRUCTION	BLDGCOMP	3/1/2002
PVH	P40065		P400NMCDOW	INTERIOR IMPROVEMENTS	BLDGCOMP	12/1/2002
PVH	P073752	INSIGHT DIRECT	P400NMCDOW	PYXIS CONNECT SERVER	COMPHW	12/1/2016
PVH	P000947		P400NMCDOW	DUAL DISPLAY CART, ERGOTRON STYLEVIEW	COMPHW	6/1/2006
PVH	P001259		P400NMCDOW	IT SECURITY & OPER MGMT	COMPHW	6/1/2010
PVH	P001273		P400NMCDOW	SIGNATURE TERMINALS	COMPHW	10/1/2010
PVH	P001290		P400NMCDOW	IT SECURITY & OPER MGMT	COMPHW	1/1/2011
PVH	P073270		P400NMCDOW	PT MONITORING, REMOTE SERVER VIEWER	COMPHW	8/1/2014
PVH	P000906		P400NMCDOW	SERVERS, MT LAB BJP	COMPNET	4/1/2006
PVH	P000923		P400NMCDOW	SMARTUPS, POWER RELOCATE IN IDF	COMPNET	5/1/2006
PVH	P000924		P400NMCDOW	VOICEMAIL SERVER	COMPNET	5/1/2006
PVH	P000925		P400NMCDOW	SMARTUPS, RT 5000VA	COMPNET	5/1/2006
PVH	P000968		P400NMCDOW	CATALYST 6000 SUPERVISOR ENGINE	COMPNET	7/1/2006
PVH	P000969		P400NMCDOW	CAT6500 48-PORT/ CISCO SYS CATALYST	COMPNET	7/1/2006
PVH	P000971		P400NMCDOW	SERVER, PE2850, 3.6GHZ, XEON, 2MB	COMPNET	7/1/2006
PVH	P001003		P400NMCDOW	SERVER, CATALYST CT SCANNER MOBILE	COMPNET	2/1/2007
PVH	P001010		P400NMCDOW	CISCO EOL & HUB REPLACEMENT	COMPNET	4/1/2007
PVH	P001035		P400NMCDOW	CISCO EOL FY 2005	COMPNET	6/1/2007
PVH	P001037		P400NMCDOW	SERVER MODERNIZATION	COMPNET	6/1/2007
PVH	P001134		P400NMCDOW	DATA CENTER MAINTENANCE	COMPNET	6/1/2008
PVH	P001136		P400NMCDOW	SECURITY MGMT PORTAL	COMPNET	12/1/2008
PVH	P001175		P400NMCDOW	POWER UPGRADES	COMPNET	12/1/2008
PVH	P001176		P400NMCDOW	SECURITY MGMT PORT	COMPNET	12/1/2008
PVH	P001192		P400NMCDOW	DATA CENTER MAINTENANCE	COMPNET	3/1/2009
PVH	P001195		P400NMCDOW	PACS SERVER & SAN REF	COMPNET	3/1/2009
PVH	P001198		P400NMCDOW	SIHS SERVER REFRESH	COMPNET	3/1/2009
PVH	P001199		P400NMCDOW	SIHS NETWORK REFRESH	COMPNET	3/1/2009
PVH	P001207		P400NMCDOW	SIHS STORAGE REFRESH	COMPNET	4/1/2009
PVH	P001208		P400NMCDOW	POWER UPGRADES	COMPNET	4/1/2009
PVH	P001243		P400NMCDOW	SERVER & STORAGE REFRESHER	COMPNET	3/1/2010
PVH	P001256		P400NMCDOW	INFRASTRUCTURE SECURITY	COMPNET	6/1/2010
PVH	P001264		P400NMCDOW	CABLING, PACS PC	COMPNET	8/1/2010
PVH	P001287		P400NMCDOW	INFRASTRUCTURE SECURITY	COMPNET	1/1/2011
PVH	P001341		P400NMCDOW	STORAGE & CITRIX SERVERS	COMPNET	6/1/2011
PVH	P001398		P400NMCDOW	DATA CENTER MAINTENANCE 006-0350	COMPNET	3/1/2012
PVH	P001562		P400NMCDOW	BEDSIDE MONITORS, SERVER DELL PENTIUM 2.4GHZ NE	COMPNET	9/1/2012
PVH	P073255		P400NMCDOW	NETWK LIFECYCLE REFRESH	COMPNET	7/1/2014
PVH	P000797		P400NMCDOW	KRONOS CENTRALIZATION	COMPSW	6/1/2005
PVH	P073280	GE HEALTHCARE	P400NMCDOW	CENTRICITY SW SRVR LIC/WKSTN	COMPSW	11/1/2014
PVH	P000868		P400NMCDOW	RAIS INTERFACE, MEDITECH	COMPSW	12/1/2005
PVH	P073316	SIEMENS	P400NMCDOW	SYNGO LAB CONNECTIVITY MNGR	COMPSW	10/1/2015
PVH	P000987		P400NMCDOW	PACS	COMPSW	11/1/2006
PVH	P001185		P400NMCDOW	E SIGNATURE	COMPSW	1/1/2009
PVH	P000890		P400NMCDOW	NUCLEAR MEDICINE UPGRADE	COMPSW	2/1/2006
PVH	P000625		P400NMCDOW	PYXIS INTERFACE PROFILES/SERVICE	COMPSW	3/1/2004
PVH	P000711		P400NMCDOW	PANDORA DATA SYSTEM SOFTWARE	COMPSW	10/1/2004
PVH	P073736	NIHON KOHDEN	P400NMCDOW	EKG UPGRADE	COMPSW	6/1/2016
PVH	P000567		P400NMCDOW	PMM MATERIALS MNGMNT SYSTEM	COMPSW	6/1/2003

PVH	P000597	P400NMCDOW	SIHS INTRANET SYSTEM	COMPSW	11/1/2003
PVH	P000598	P400NMCDOW	PMM MATERIAL MANAGEMENT PROGRAM	COMPSW	11/1/2003
PVH	P000632	P400NMCDOW	SIHS INTRANET SYSTEM	COMPSW	4/1/2004
PVH	P000633	P400NMCDOW	PMM MATERIAL MANAGEMENT PROGRAM	COMPSW	4/1/2004
PVH	P000640	P400NMCDOW	PMM MATERIAL MANAGEMENT PROGRAM	COMPSW	6/1/2004
PVH	P000684	P400NMCDOW	PMM MATERIAL MANAGEMENT PROGRAM	COMPSW	8/1/2004
PVH	P000788	P400NMCDOW	PMM MATERIAL MANAGEMENT PROGRAM	COMPSW	6/1/2005
PVH	P000791	P400NMCDOW	CITRIX METAFRAME PHASE 1	COMPSW	6/1/2005
PVH	P000798	P400NMCDOW	KRONOS PHASE 1	COMPSW	6/1/2005
PVH	P000799	P400NMCDOW	INTRANET ADV FUNCT PH2	COMPSW	6/1/2005
PVH	P000800	P400NMCDOW	CITRIX ZENWORKS-CITRIX PH2	COMPSW	6/1/2005
PVH	P000897	P400NMCDOW	KRONOS CENTRALIZATION	COMPSW	4/1/2006
PVH	P000954	P400NMCDOW	INTRANET ADV FUNCT PH2	COMPSW	6/1/2006
PVH	P000957	P400NMCDOW	KRONOS CENTRALIZATION	COMPSW	6/1/2006
PVH	P001011	P400NMCDOW	STAFF SCHEDULING	COMPSW	4/1/2007
PVH	P001012	P400NMCDOW	DATA CENTER EXPANSION	COMPSW	4/1/2007
PVH	P001014	P400NMCDOW	MATERIALS MGNT SYSTEM	COMPSW	4/1/2007
PVH	P001018	P400NMCDOW	CRD PACS DIG RAD	COMPSW	4/1/2007
PVH	P001040	P400NMCDOW	KRONOS CENTRALIZED	COMPSW	6/1/2007
PVH	P001041	P400NMCDOW	VISIONWARE	COMPSW	6/1/2007
PVH	P001044	P400NMCDOW	PICIS SURGERY SCHEDULING	COMPSW	6/1/2007
PVH	P001070	P400NMCDOW	INFRASTRUCTURE MAINT.	COMPSW	9/1/2007
PVH	P001071	P400NMCDOW	INTRANET ADV FUNCT PH2	COMPSW	9/1/2007
PVH	P001072	P400NMCDOW	PICIS SURGERY SCHEDULING	COMPSW	9/1/2007
PVH	P001078	P400NMCDOW	E SIGNATURE	COMPSW	10/1/2007
PVH	P001087	P400NMCDOW	E SIGNATURE, IMPLEMENTATION FEE	COMPSW	11/1/2007
PVH	P001097	P400NMCDOW	E-SIGNATURE, ESA LICENSE FEE	COMPSW	12/1/2007
PVH	P001109	P400NMCDOW	E SIGNATURE	COMPSW	3/1/2008
PVH	P001117	P400NMCDOW	VISIONWARE	COMPSW	5/1/2008
PVH	P001118	P400NMCDOW	INFRASTRUCTURE MAINT.	COMPSW	5/1/2008
PVH	P001119	P400NMCDOW	INTRANET ADV FUNCT PH2	COMPSW	5/1/2008
PVH	P001121	P400NMCDOW	STAFF SCHEDULING	COMPSW	5/1/2008
PVH	P001122	P400NMCDOW	PICIS SURGERY SCHEDULING	COMPSW	5/1/2008
PVH	P001132	P400NMCDOW	VISIONWARE	COMPSW	6/1/2008
PVH	P001135	P400NMCDOW	PICIS SURGERY SCHEDULING	COMPSW	6/1/2008
PVH	P001151	P400NMCDOW	E SIGNATURE	COMPSW	9/1/2008
PVH	P001161	P400NMCDOW	E SIGNATURE	COMPSW	10/1/2008
PVH	P001196	P400NMCDOW	PMM SERVER REFRESH	COMPSW	3/1/2009
PVH	P001213	P400NMCDOW	ENTERPRISE EMAIL CONV.	COMPSW	6/1/2009
PVH	P001214	P400NMCDOW	SERVER & STORAGE REFRESHER	COMPSW	6/1/2009
PVH	P001215	P400NMCDOW	PHYSICIAN CONTR. MGMT	COMPSW	6/1/2009
PVH	P001240	P400NMCDOW	ENTERPRISE EMAIL CONV.	COMPSW	3/1/2010
PVH	P001242	P400NMCDOW	CRD DPC EVIDENCE TEAM	COMPSW	3/1/2010
PVH	P001254	P400NMCDOW	CRD DPC EVIDENCE TEAM	COMPSW	6/1/2010
PVH	P001257	P400NMCDOW	EFORMS AND IMAGING	COMPSW	6/1/2010
PVH	P001274	P400NMCDOW	MEDITECH IMPLEMENTATION	COMPSW	11/1/2010
PVH	P001288	P400NMCDOW	EFORMS AND IMAGING	COMPSW	1/1/2011
PVH	P001289	P400NMCDOW	MEDITECH IMPLEMENTATION	COMPSW	1/1/2011
PVH	P001291	P400NMCDOW	DPC MEDITECH ED MODULE	COMPSW	1/1/2011
PVH	P001309	P400NMCDOW	REMOTE ACCESS PORTAL	COMPSW	3/1/2011
PVH	P001311	P400NMCDOW	PASSPORT INTELLISOURCE	COMPSW	3/1/2011
PVH	P001312	P400NMCDOW	MEDITECH IMPLEMENTATION	COMPSW	3/1/2011
PVH	P001328	P400NMCDOW	EXPANDED AMALGA	COMPSW	6/1/2011
PVH	P001329	P400NMCDOW	OW DATA CENTER POWER UPGRADE	COMPSW	6/1/2011
PVH	P001330	P400NMCDOW	DPC MEDITECH ED MODULE	COMPSW	6/1/2011
PVH	P001331	P400NMCDOW	ENTERPRISE IT TOOLS	COMPSW	6/1/2011
PVH	P001333	P400NMCDOW	TECH SECURITY & COMP CTRL	COMPSW	6/1/2011
PVH	P001334	P400NMCDOW	RISK & SAFETY EVENT MGMT	COMPSW	6/1/2011
PVH	P001340	P400NMCDOW	MEDITECH IMPLEMENTATION	COMPSW	6/1/2011
PVH	P001367	P400NMCDOW	SSO IMPRIVATA PROJ IMPLEMENTATION	COMPSW	12/1/2011
PVH	P001374	P400NMCDOW	CRD DPC EVIDENCE TEAM	COMPSW	1/1/2012
PVH	P001375	P400NMCDOW	EXPANDED AMALGA	COMPSW	1/1/2012
PVH	P001376	P400NMCDOW	ENTERPRISE IT TOOLS	COMPSW	1/1/2012
PVH	P001378	P400NMCDOW	DPC PCS CLINICAL DOCS W/ BMV	COMPSW	1/1/2012
PVH	P001397	P400NMCDOW	DPC HIE EXPANSION	COMPSW	3/1/2012
PVH	P001399	P400NMCDOW	PASSPORT INTELLISOURCE	COMPSW	3/1/2012
PVH	P001400	P400NMCDOW	BAR CODING PHLEBOTOMY	COMPSW	3/1/2012
PVH	P001401	P400NMCDOW	SAFETY SURVEILLER	COMPSW	3/1/2012
PVH	P001402	P400NMCDOW	EFORMS AND IMAGING	COMPSW	3/1/2012

PVH	P001403	P400NMCDOW	PICIS CONSOLIDATION 999-0160	COMPSW	3/1/2012
PVH	P001404	P400NMCDOW	TECH SECURITY & COMP CTRL 999-0190	COMPSW	3/1/2012
PVH	P001405	P400NMCDOW	RISK & SAFETY EVENT MGMT	COMPSW	3/1/2012
PVH	P001411	P400NMCDOW	ECAP PROJECT ORACLE LICENSE	COMPSW	4/1/2012
PVH	P001418	P400NMCDOW	NEXT TALK PROJECT	COMPSW	5/1/2012
PVH	P001427	P400NMCDOW	BAR CODING PHLEBOTOMY	COMPSW	6/1/2012
PVH	P001429	P400NMCDOW	EXPANDED AMALGA	COMPSW	6/1/2012
PVH	P001431	P400NMCDOW	PICIS CONSOLIDATION 999-0160	COMPSW	6/1/2012
PVH	P001432	P400NMCDOW	DPC HIE EXPANSION	COMPSW	6/1/2012
PVH	P001435	P400NMCDOW	eDISCOVERY	COMPSW	7/1/2012
PVH	P001436	P400NMCDOW	DPC RAPID ACTION TEAM	COMPSW	7/1/2012
PVH	P001437	P400NMCDOW	DPC MT DATA REPOSITORY	COMPSW	7/1/2012
PVH	P001439	P400NMCDOW	AMALGA FY12	COMPSW	7/1/2012
PVH	P001440	P400NMCDOW	INFRASTRUCTURE MAINT Q1	COMPSW	7/1/2012
PVH	P001441	P400NMCDOW	ECAP FY12 OIM-OIA	COMPSW	7/1/2012
PVH	P001442	P400NMCDOW	TECHNICAL SECURITY CONTROLS	COMPSW	7/1/2012
PVH	P001443	P400NMCDOW	STABILIZATION PROGRAM	COMPSW	7/1/2012
PVH	P001444	P400NMCDOW	DPC (H)	COMPSW	7/1/2012
PVH	P001445	P400NMCDOW	SSO EASY PASS FY12	COMPSW	7/1/2012
PVH	P001453	P400NMCDOW	ELECTRONIC MEDICAL RECORD EMR / EMH	COMPSW	8/1/2012
PVH	P001469	P400NMCDOW	DPC PATIENT PORTAL 03-2400	COMPSW	10/1/2012
PVH	P001470	P400NMCDOW	DPC HIE EXPANSION FY12 03-2240	COMPSW	10/1/2012
PVH	P001471	P400NMCDOW	DPC MEANINGFUL USE FY12	COMPSW	10/1/2012
PVH	P001498	P400NMCDOW	PICIS CONSOLIDATION 999-0160	COMPSW	1/1/2013
PVH	P001499	P400NMCDOW	DPC HIE EXPANSION	COMPSW	1/1/2013
PVH	P001501	P400NMCDOW	DPC HIE EXPANSION FY12 03-2240	COMPSW	1/1/2013
PVH	P001507	P400NMCDOW	PHARMACY BUILD - LOCAL	COMPSW	1/1/2013
PVH	P001545	P400NMCDOW	HIT DPC CPOE IMPLEMENTATION	COMPSW	6/1/2013
PVH	P001548	P400NMCDOW	DPC W&C CLIN DOC -LOCAL	COMPSW	6/1/2013
PVH	P001549	P400NMCDOW	PCS EMAR LTD AOM PHY DOC- LOCAL	COMPSW	6/1/2013
PVH	P001586	P400NMCDOW	CHARTMAXX HIM EXPANSION	COMPSW	8/1/2013
PVH	P001587	P400NMCDOW	STABILIZATION	COMPSW	8/1/2013
PVH	P001588	P400NMCDOW	FY13 STABILIZATION	COMPSW	8/1/2013
PVH	P001621	P400NMCDOW	SSO EASY PASS FY12	COMPSW	11/1/2013
PVH	P001623	P400NMCDOW	AMALGA FY12	COMPSW	11/1/2013
PVH	P001624	P400NMCDOW	INFRASTRUCTURE MAINT Q1	COMPSW	11/1/2013
PVH	P001625	P400NMCDOW	EXPANDED AMALGA	COMPSW	11/1/2013
PVH	P001626	P400NMCDOW	ECAP FY12 OIM-OIA	COMPSW	11/1/2013
PVH	P001627	P400NMCDOW	TECHNICAL SECURITY CONTROLS	COMPSW	11/1/2013
PVH	P001628	P400NMCDOW	DPC (H)	COMPSW	11/1/2013
PVH	P001636	P400NMCDOW	CENTRICITY CUSTOMIZATION	COMPSW	11/1/2013
PVH	P073107	P400NMCDOW	COMPUTER EQUIPMENT/SOFTWARE	COMPSW	8/25/1997
PVH	P073228	P400NMCDOW	HR PAYROLL SERVICE DELIVERY	COMPSW	5/1/2014
PVH	P073229	P400NMCDOW	DATA CENTER CONTROL	COMPSW	5/1/2014
PVH	P073230	P400NMCDOW	DPC RAPID ACTION TEAM	COMPSW	5/1/2014
PVH	P073231	P400NMCDOW	DPC MT DATA REPOSITORY	COMPSW	5/1/2014
PVH	P073232	P400NMCDOW	FY13 AMALGA	COMPSW	5/1/2014
PVH	P073233	P400NMCDOW	DDS BUSINESS PROCESS MGMT	COMPSW	5/1/2014
PVH	P073234	P400NMCDOW	FY13 NETWORK REFRESH	COMPSW	5/1/2014
PVH	P073235	P400NMCDOW	FY13 TECHNICAL SECURITY	COMPSW	5/1/2014
PVH	P073236	P400NMCDOW	TECH SECURITY MCAFEE	COMPSW	5/1/2014
PVH	P073237	P400NMCDOW	CITRIX MIGRATION	COMPSW	5/1/2014
PVH	P073238	P400NMCDOW	CLOUD NETWORK WAN	COMPSW	5/1/2014
PVH	P073243	P400NMCDOW	EDISCOVERY	COMPSW	6/1/2014
PVH	P073244	P400NMCDOW	DPC ELECTRONIC PT ED	COMPSW	6/1/2014
PVH	P073245	P400NMCDOW	RADIATION DOSE TRACKING	COMPSW	6/1/2014
PVH	P073250	P400NMCDOW	DPC FY13 QUALITY RPTING H	COMPSW	7/1/2014
PVH	P073251	P400NMCDOW	DPC FY13 HIE EXPANSION H	COMPSW	7/1/2014
PVH	P073252	P400NMCDOW	MTSTD PROJECT TEAM	COMPSW	7/1/2014
PVH	P073253	P400NMCDOW	MTDS STNDRD TEAM 010 2860	COMPSW	7/1/2014
PVH	P073254	P400NMCDOW	MTSTD CHANGE MANAGEMENT	COMPSW	7/1/2014
PVH	P073256	P400NMCDOW	DPC OPTTOLL INSYNC 003 2920	COMPSW	7/14/2014
PVH	P073258	P400NMCDOW	DPC DR FIRST INTERFACE	COMPSW	7/1/2014
PVH	P073259	P400NMCDOW	DDS THIRD PARTY APPS PACS	COMPSW	7/1/2014
PVH	P073260	P400NMCDOW	MTSTD INFRASTRUCTURE 010 2740	COMPSW	7/1/2014
PVH	P073261	P400NMCDOW	NUANCE DRAGON	COMPSW	7/1/2014
PVH	P073262	P400NMCDOW	MTSTD TESTING TEAM	COMPSW	7/1/2014
PVH	P073263	P400NMCDOW	DPC WOUND CARE	COMPSW	7/1/2014
PVH	P073265	P400NMCDOW	DPC STRD LANG IMO 003 2750	COMPSW	7/1/2014

PVH	P073266		P400NMCDOW	FY13 PICIS CONSOLIDATION	COMPSW	7/1/2014
PVH	P073267		P400NMCDOW	DPC FSV STANDARDIZATION	COMPSW	7/1/2014
PVH	P073274		P400NMCDOW	COMPUTER ASSISTED CODING ICD 10	COMPSW	8/1/2014
PVH	P073284		P400NMCDOW	ECAP FY13 HS IT (999-2840)	COMPSW	1/1/2015
PVH	P073305	HS IT CIP BILLING	P400NMCDOW	DDS BIG DATA IT CIP 5209*2640	COMPSW	7/1/2015
PVH	P073306	HS IT CIP BILLING	P400NMCDOW	DDS SVS ORIENTED ARCHT 5209*2650	COMPSW	7/1/2015
PVH	P073307	HS IT CIP BILLING	P400NMCDOW	DDS ENT INFO MGMT STRAT IT CIP 5209*2660	COMPSW	7/1/2015
PVH	P073308	HS IT CIP BILLING	P400NMCDOW	DDS ENT MASTER PAT INDEX IT CIP 5209*2680	COMPSW	7/1/2015
PVH	P073309	HS IT CIP BILLING	P400NMCDOW	DDS SHARED AREA RESOURCES IT CIP 5209*2690	COMPSW	7/1/2015
PVH	P073310	HS IT CIP BILLING	P400NMCDOW	FY13 EASY PASS SSO IT CIP 5209*2830	COMPSW	7/1/2015
PVH	P073275		P400NMCDOW	HORIZONTAL LAMINAR AIRFLOW CAB	EQFIXED	8/1/2014
PVH	P073726	STRYKER SALES CORP	P400NMCDOW	CRITICAL CARE BED EPIC II	EQFURN	2/1/2016
PVH	P073738	ARJOHUNTLEIGH	P400NMCDOW	BEDS ICU (2)	EQFURN	6/1/2016
PVH	P073797	UMANO MEDICAL	P400NMCDOW	UMANO LOW BEDS (2)	EQFURN	7/1/2018
PVH	P001307		P400NMCDOW	ED WAITING ROOM FURNITURE	EQFURN	3/1/2011
PVH	P001326		P400NMCDOW	LOUNGE CHAIRS, TABLE, BENCH	EQFURN	5/1/2011
PVH	P001387		P400NMCDOW	FURNITURE, VISITOR CHAIRS	EQFURN	1/1/2012
PVH	P001393		P400NMCDOW	CHAIRS	EQFURN	2/1/2012
PVH	P001603		P400NMCDOW	FURNITURE; GLIDER, CHAIRS, END TABLE, SLEEP SOFA	EQFURN	8/1/2013
PVH	P001000		P400NMCDOW	WORKSTATION	EQFURN	1/1/2007
PVH	P000871		P400NMCDOW	WORKSTATIONS, REMODEL DAY SURGERY	EQFURN	1/1/2006
PVH	P001082		P400NMCDOW	FURNITURE -CT SCAN SUITE	EQFURN	11/1/2007
PVH	P000751		P400NMCDOW	CASH REGISTER	EQFURN	2/1/2005
PVH	P000833		P400NMCDOW	CASHIER STATION	EQFURN	9/1/2005
PVH	P000412		P400NMCDOW	ART WORKS	EQFURN	8/24/1999
PVH	P000413		P400NMCDOW	ART WORK	EQFURN	7/26/1999
PVH	P001300		P400NMCDOW	WAITING RM FURNITURE, MAMMO SUITE	EQFURN	2/1/2011
PVH	P001337		P400NMCDOW	LOBBY RECEPTION DESK	EQFURN	6/1/2011
PVH	P001346		P400NMCDOW	CHAIRS, (15) VINYL SYMPHONY	EQFURN	7/1/2011
PVH	P001481		P400NMCDOW	BEDSIDE CABINETS (4) CHAIRS (8) RECLINER (2)	EQFURN	10/1/2012
PVH	P001652	HAMARI ART CONSULTING	P400NMCDOW	PATIENT ROOM ART	EQFURN	1/1/2014
PVH	P073239	CORNER OFFICE	P400NMCDOW	CHAIRS, (6)	EQFURN	5/1/2014
PVH	P073282	CORNER OFFICE	P400NMCDOW	RECLINERS, SMOKEWOOD (4)	EQFURN	12/1/2014
PVH	P000719		P400NMCDOW	PVH DONOR WALL PAINTINGS (7)	EQMAJMOV	11/1/2004
PVH	P001147		P400NMCDOW	HOVERJACK 32 WIDE W/CART	EQMAJMOV	8/1/2008
PVH	P000557		P400NMCDOW	ZONE AIRE SLEEP SURFACE/ADVANTA FRAME	EQMAJMOV	5/1/2003
PVH	P000689		P400NMCDOW	DEFIBILLATOR LIFEPAK	EQMAJMOV	9/1/2004
PVH	P000694		P400NMCDOW	OXIMETER PULSE	EQMAJMOV	9/1/2004
PVH	P000695		P400NMCDOW	OXIMETER PULSE	EQMAJMOV	9/1/2004
PVH	P000737		P400NMCDOW	BED, CRITICAL CARE EPIC II (4)	EQMAJMOV	1/1/2005
PVH	P000749		P400NMCDOW	BED, CRITICAL CARE	EQMAJMOV	2/1/2005
PVH	P000979		P400NMCDOW	ANTENNA SYSTEM	EQMAJMOV	10/1/2006
PVH	P000995		P400NMCDOW	TABLE, OVERBED	EQMAJMOV	1/1/2007
PVH	P001349		P400NMCDOW	ETCO2 MODULE, CO2 MONITORING	EQMAJMOV	7/1/2011
PVH	P001383		P400NMCDOW	ATMOSAIR 9000 SO FLUX COVER, SKID BOTTOM (9)	EQMAJMOV	1/1/2012
PVH	P001544		P400NMCDOW	BEDSIDE PATIENT MONITORS	EQMAJMOV	6/1/2013
PVH	P001609		P400NMCDOW	BEDSIDE PATIENT MONITORS	EQMAJMOV	9/1/2013
PVH	P001654	INTOUCH TECHNOLOGIES	P400NMCDOW	RP-LITE ROBOTIC SYSTEM	EQMAJMOV	2/1/2014
PVH	P000617		P400NMCDOW	ICE DISPENSER	EQMAJMOV	2/1/2004
PVH	P000624		P400NMCDOW	ICE DISPENSER	EQMAJMOV	3/1/2004
PVH	P000865		P400NMCDOW	ICE MAKER	EQMAJMOV	12/1/2005
PVH	P001467		P400NMCDOW	ATMOSAIR 9000 MATTRESSES, (20)	EQMAJMOV	9/1/2012
PVH	P073279		P400NMCDOW	BEDS, SCALE, BED EXIT (2)	EQMAJMOV	10/1/2014
PVH	P000569		P400NMCDOW	FETAL MONITOR H1027B CLINICAL CONF	EQMAJMOV	7/1/2003
PVH	P000587		P400NMCDOW	FETALTELEM 50T/FETAL&MATERNAL MONITOR +CABLE	EQMAJMOV	10/1/2003
PVH	P000881		P400NMCDOW	JAUNDICE METER	EQMAJMOV	1/1/2006
PVH	P001032		P400NMCDOW	INFANT ISOLETTE	EQMAJMOV	5/1/2007
PVH	P001056		P400NMCDOW	PHOTOTHERAPY LIGHT	EQMAJMOV	7/1/2007
PVH	P000545		P400NMCDOW	OBGYN STRETCHER	EQMAJMOV	2/1/2003
PVH	P000621		P400NMCDOW	BLANKET WARMER/STAINLESS STEEL	EQMAJMOV	2/1/2004
PVH	P000652		P400NMCDOW	PYXIS ER PROJECT FEES	EQMAJMOV	6/1/2004
PVH	P000676		P400NMCDOW	ATLAS STRETCHER	EQMAJMOV	7/1/2004
PVH	P000760		P400NMCDOW	PYXIS ED INSPECTION FEES	EQMAJMOV	3/1/2005
PVH	P000772		P400NMCDOW	PYXIS ED INSPECTION FEES	EQMAJMOV	4/1/2005
PVH	P000773		P400NMCDOW	PYXIS PROJECT INSTALL PROJECT	EQMAJMOV	5/1/2005
PVH	P000774		P400NMCDOW	PYXIS INSTALL PROJECT TORQUE TESTING FEE	EQMAJMOV	5/1/2005
PVH	P000778		P400NMCDOW	PYXIS INSTALL/PROJECT START UP	EQMAJMOV	6/1/2005
PVH	P000814		P400NMCDOW	PYXIS ED PROJ COORDINATION	EQMAJMOV	8/1/2005
PVH	P000817		P400NMCDOW	PYXIS ED TORQUE TESTING	EQMAJMOV	8/1/2005

PVH	P000820	P400NMCDOW	ICE MACHINE	EQMAJMOV	8/1/2005
PVH	P000826	P400NMCDOW	PYXIS ER PROJECT FEES	EQMAJMOV	9/1/2005
PVH	P000832	P400NMCDOW	PYXIS ER PROJECT FEES	EQMAJMOV	9/1/2005
PVH	P000860	P400NMCDOW	PYXIS ER PROJECT FEES	EQMAJMOV	11/1/2005
PVH	P000873	P400NMCDOW	PYXIS ER PROJECT FEES	EQMAJMOV	1/1/2006
PVH	P000926	P400NMCDOW	INFUSION PUMP, BLOOD WARMER	EQMAJMOV	5/1/2006
PVH	P000999	P400NMCDOW	RADIO, ANALOG - 8 CHANNEL	EQMAJMOV	1/1/2007
PVH	P001027	P400NMCDOW	GURNEYS (2)	EQMAJMOV	5/1/2007
PVH	P001029	P400NMCDOW	SLIT LAMP SN 06165	EQMAJMOV	5/1/2007
PVH	P001062	P400NMCDOW	RADIO, ANALOG	EQMAJMOV	8/1/2007
PVH	P001137	P400NMCDOW	HYPOTHERMIA BLANKET	EQMAJMOV	6/1/2008
PVH	P001142	P400NMCDOW	HYPOTHERMIA BLANKET	EQMAJMOV	7/1/2008
PVH	P001266	P400NMCDOW	GLIDESCOPE	EQMAJMOV	8/1/2010
PVH	P001272	P400NMCDOW	STRETCHER 26 (2)"	EQMAJMOV	10/1/2010
PVH	P001316	P400NMCDOW	GLIDESCOPE COBALT SYSTEM	EQMAJMOV	4/1/2011
PVH	P001317	P400NMCDOW	INFANT SCALE; WARM SCALE W/ TRAY 120V	EQMAJMOV	4/1/2011
PVH	P001384	P400NMCDOW	STRETCHER P8000 (14) ACCUMAX QUANTUM PADS	EQMAJMOV	1/1/2012
PVH	P001407	P400NMCDOW	STRETCHERS	EQMAJMOV	3/1/2012
PVH	P001489	P400NMCDOW	GLIDE LATERAL TRANSFER UNIT	EQMAJMOV	11/1/2012
PVH	P001566	P400NMCDOW	TRANSPORT MONITORS, ED	EQMAJMOV	6/1/2013
PVH	P001615	P400NMCDOW	GLIDE LATERAL TRANSFER UNIT	EQMAJMOV	9/1/2013
PVH	P000606	P400NMCDOW	AFFINITY THREE BED KIT	EQMAJMOV	12/1/2003
PVH	P000882	P400NMCDOW	BIRTHING BED	EQMAJMOV	1/1/2006
PVH	P000936	P400NMCDOW	EXAM LIGHT	EQMAJMOV	6/1/2006
PVH	P000937	P400NMCDOW	BED, SECURE II MED SURG (4)	EQMAJMOV	6/1/2006
PVH	P000967	P400NMCDOW	STRETCHER, OB GYN	EQMAJMOV	7/1/2006
PVH	P000976	P400NMCDOW	EFM SYSTEM, AVALON TRANSDUCER	EQMAJMOV	9/1/2006
PVH	P001001	P400NMCDOW	INFANT WARMER	EQMAJMOV	2/1/2007
PVH	P001030	P400NMCDOW	FETAL MONITOR	EQMAJMOV	5/1/2007
PVH	P001114	P400NMCDOW	FETAL MONITOR	EQMAJMOV	4/1/2008
PVH	P001325	P400NMCDOW	ALGO HEARING MACHINE	EQMAJMOV	5/1/2011
PVH	P001543	P400NMCDOW	CENTRICITY FETAL MONITORS	EQMAJMOV	6/1/2013
PVH	P001560	P400NMCDOW	FETAL MONITORS, WIRELESS TELE STATION	EQMAJMOV	6/1/2013
PVH	P001633	P400NMCDOW	HEADWALLS. FBC PROJECT	EQMAJMOV	11/1/2013
PVH	P001635	P400NMCDOW	ICE MACHINE	EQMAJMOV	11/1/2013
PVH	P001642	P400NMCDOW	CENTRICITY FETAL MONITOR SYS	EQMAJMOV	12/1/2013
PVH	P000416	P400NMCDOW	OR TABLE	EQMAJMOV	9/30/1999
PVH	P000417	P400NMCDOW	OR TABLE	EQMAJMOV	10/31/1999
PVH	P000498	P400NMCDOW	COMPRESSOR	EQMAJMOV	6/1/2002
PVH	P000530	P400NMCDOW	STERILE FIELD POST/WIHSBONE/SNAPCLAMP	EQMAJMOV	1/1/2003
PVH	P000546	P400NMCDOW	OR TABLE/3085 BTRY PWRD 120V TABLE	EQMAJMOV	2/1/2003
PVH	P000551	P400NMCDOW	PAL PRO STIRRUPS & FOOTHUGGER PAD	EQMAJMOV	5/1/2003
PVH	P000552	P400NMCDOW	SOFT TISUE/SCOOP JW/NARW PNCH/POSI STERIL	EQMAJMOV	5/1/2003
PVH	P000570	P400NMCDOW	LAWSON LIGHT/MAXENON PWR/STAND	EQMAJMOV	8/1/2003
PVH	P000603	P400NMCDOW	LIGHT GUIDE 3MM/PART OF ABLATION	EQMAJMOV	12/1/2003
PVH	P000677	P400NMCDOW	HEAD NECK SURGERY STRETCHER	EQMAJMOV	7/1/2004
PVH	P000678	P400NMCDOW	HEAD NECK SURGERY STRETCHER	EQMAJMOV	7/1/2004
PVH	P000723	P400NMCDOW	ANESTHESIA MACHINES (3)	EQMAJMOV	11/1/2004
PVH	P000730	P400NMCDOW	TELESCOPE 12 DEGREES 4MM	EQMAJMOV	12/1/2004
PVH	P000746	P400NMCDOW	CART MEDICATION	EQMAJMOV	2/1/2005
PVH	P000764	P400NMCDOW	LITHOTRIPSY SYSTEM	EQMAJMOV	3/1/2005
PVH	P000769	P400NMCDOW	SENTINEL NODE	EQMAJMOV	4/1/2005
PVH	P000809	P400NMCDOW	GENESIS CONTAINERS	EQMAJMOV	7/1/2005
PVH	P000819	P400NMCDOW	SCOPE CABINET, 16 SCOPE CAPACITY	EQMAJMOV	8/1/2005
PVH	P000875	P400NMCDOW	STERIS SYSTEM 1	EQMAJMOV	1/1/2006
PVH	P000915	P400NMCDOW	CELL SAVER	EQMAJMOV	4/1/2006
PVH	P000922	P400NMCDOW	BIS MONITORS (3)	EQMAJMOV	4/1/2006
PVH	P000980	P400NMCDOW	TRANSPOSAL SYSTEM	EQMAJMOV	10/1/2006
PVH	P000993	P400NMCDOW	INFUSION PUMP, BLOOD WARMER	EQMAJMOV	1/1/2007
PVH	P000996	P400NMCDOW	ANESTHESIA CART	EQMAJMOV	1/1/2007
PVH	P001026	P400NMCDOW	DISINFECTOR	EQMAJMOV	5/1/2007
PVH	P001033	P400NMCDOW	GLIDESCOPE	EQMAJMOV	5/1/2007
PVH	P001049	P400NMCDOW	PATIENT MONITOR, SURESIGN VM6 (10)	EQMAJMOV	6/1/2007
PVH	P001065	P400NMCDOW	MICROSCOPE	EQMAJMOV	8/1/2007
PVH	P001073	P400NMCDOW	PHACO EMULSIFIER	EQMAJMOV	9/1/2007
PVH	P001146	P400NMCDOW	CHOLEDOCHOSCOPE	EQMAJMOV	8/1/2008
PVH	P001179	P400NMCDOW	ANESTHESIA MONITORING AESTIVA 7900 SMARTVENT	EQMAJMOV	12/1/2008
PVH	P001212	P400NMCDOW	TELESCOPE 3MM 30 DEGREE	EQMAJMOV	5/1/2009
PVH	P001218	P400NMCDOW	CYSTOSCOPE, ACN-2 FLEXIBLE	EQMAJMOV	6/1/2009

PVH	P001222		P400NMCDOW	GLIDESCOPE	EQMAJMOV	8/1/2009
PVH	P001223		P400NMCDOW	HDTV SURGICAL DISPLAY	EQMAJMOV	9/1/2009
PVH	P001228		P400NMCDOW	KNEE POSITIONER, DEMAYO	EQMAJMOV	12/1/2009
PVH	P001231		P400NMCDOW	ARTHOSCOPY INSTRUMENTS	EQMAJMOV	12/1/2009
PVH	P001232		P400NMCDOW	CATARACT INSTRUMENTS	EQMAJMOV	12/1/2009
PVH	P001236		P400NMCDOW	HANA ANTERIOR TABLE	EQMAJMOV	1/1/2010
PVH	P001246		P400NMCDOW	BIPOLAR ELECTR SURGICAL SYSTEM	EQMAJMOV	3/1/2010
PVH	P001247		P400NMCDOW	PORTABLE ULTRASOUND	EQMAJMOV	3/1/2010
PVH	P001253		P400NMCDOW	VERSA POINT GENERATOR, HAND PEICE	EQMAJMOV	5/1/2010
PVH	P001282		P400NMCDOW	ULTRASOUND VASCULAR ACCESS SYS	EQMAJMOV	12/1/2010
PVH	P001284		P400NMCDOW	VERNACARE VORTEX DISPOSAL	EQMAJMOV	12/1/2010
PVH	P001301		P400NMCDOW	VIDEO TOWER, 1288 CAMERA HEAD, COUPLER	EQMAJMOV	2/1/2011
PVH	P001351		P400NMCDOW	EYE SURGERY STRETCHER (3)	EQMAJMOV	8/1/2011
PVH	P001409		P400NMCDOW	VIDEO TOWER & SCOPES	EQMAJMOV	3/1/2012
PVH	P001425		P400NMCDOW	INFINITI MACHINE, VISION SYSTEM	EQMAJMOV	6/1/2012
PVH	P001426		P400NMCDOW	SITE RITE VISION SYSTEM	EQMAJMOV	6/1/2012
PVH	P001487		P400NMCDOW	GLIDESCOPE SHIPPING CHARGE	EQMAJMOV	11/1/2012
PVH	P001496		P400NMCDOW	GLIDESCOPE	EQMAJMOV	12/1/2012
PVH	P001527		P400NMCDOW	ELECTROSURGICAL CAUTERY UNIT	EQMAJMOV	4/1/2013
PVH	P001528		P400NMCDOW	LEICA CM1800	EQMAJMOV	4/1/2013
PVH	P001567		P400NMCDOW	WINGMAN SYSTEM KIT	EQMAJMOV	6/1/2013
PVH	P001584		P400NMCDOW	DEMAYO KNEE POSITIONER	EQMAJMOV	7/1/2013
PVH	P073241		P400NMCDOW	NEPTUNE ROVER W DOCKING STATION	EQMAJMOV	5/1/2014
PVH	P073277		P400NMCDOW	GYRUS, PK-SP GENERATOR	EQMAJMOV	10/1/2014
PVH	P073278		P400NMCDOW	PACU MONITORS	EQMAJMOV	10/1/2014
PVH	P073756	GCX CORPORATION	P400NMCDOW	CARTS FOR ANESTHESIA MACHINE (4)	EQMAJMOV	1/1/2017
PVH	P073820		P400NMCDOW	NEPTUNE 3 ROVER (2)	EQMAJMOV	12/1/2019
PVH	P000578		P400NMCDOW	(2) TOTAL LIFT II TRANSPORT CHAIRS	EQMAJMOV	9/1/2003
PVH	P073276		P400NMCDOW	BEDSIDE MONITORS, PACU	EQMAJMOV	9/1/2014
PVH	P000690		P400NMCDOW	CRASH CARTS / DRUG TRAYS	EQMAJMOV	9/1/2004
PVH	P000691		P400NMCDOW	CRASH CARTS / DRUG TRAYS	EQMAJMOV	9/1/2004
PVH	P000692		P400NMCDOW	CRASH CARTS / DRUG TRAYS	EQMAJMOV	9/1/2004
PVH	P000899		P400NMCDOW	IV SMART PUMP GROUP BUY	EQMAJMOV	4/1/2006
PVH	P001057		P400NMCDOW	SHELVING	EQMAJMOV	7/1/2007
PVH	P001203		P400NMCDOW	BEDS, SECURE II 3002 (26)	EQMAJMOV	3/1/2009
PVH	P001251		P400NMCDOW	AFFINITY U CUT MATTRESS HEAD	EQMAJMOV	4/1/2010
PVH	P000535		P400NMCDOW	(2) DRAW CHAIRS	EQMAJMOV	1/1/2003
PVH	P000536		P400NMCDOW	CENTRIFUGE	EQMAJMOV	5/20/2001
PVH	P000549		P400NMCDOW	UPS 2000/LINE INTERACTIVE	EQMAJMOV	3/1/2003
PVH	P000589		P400NMCDOW	UPS/POWERWARE PRESTIGE 4500 VA	EQMAJMOV	11/1/2003
PVH	P000758		P400NMCDOW	CENTRIFUGE	EQMAJMOV	3/1/2005
PVH	P000831		P400NMCDOW	INCUBATOR, PLATELET /HEMO STRAINER	EQMAJMOV	9/1/2005
PVH	P000904		P400NMCDOW	URINE OSOMETER	EQMAJMOV	4/1/2006
PVH	P000910		P400NMCDOW	STA COMPACT LASER PRINTER	EQMAJMOV	4/1/2006
PVH	P000911		P400NMCDOW	STAGO COMPACT	EQMAJMOV	4/1/2006
PVH	P000917		P400NMCDOW	BLOOD BANK REFRIGERATOR	EQMAJMOV	4/1/2006
PVH	P000921		P400NMCDOW	BECKMAN ANALYZER	EQMAJMOV	4/1/2006
PVH	P000998		P400NMCDOW	CENTRIFUGE	EQMAJMOV	1/1/2007
PVH	P001031		P400NMCDOW	WATER FILTER	EQMAJMOV	5/1/2007
PVH	P001050		P400NMCDOW	LAMINAR FLOW HOOD	EQMAJMOV	6/1/2007
PVH	P001356		P400NMCDOW	ABL80 ANALYZER	EQMAJMOV	9/1/2011
PVH	P001564		P400NMCDOW	HEMATOLOGY ANALYZERS	EQMAJMOV	6/1/2013
PVH	P001639		P400NMCDOW	HEMATECK SLIDE STAINER	EQMAJMOV	11/1/2013
PVH	P001653	BIOMERIEUX	P400NMCDOW	PREVI COLORGRAM	EQMAJMOV	2/1/2014
PVH	P073273		P400NMCDOW	HEMATOLOGY ANALYZER DXH 800 BENCHTOP 120VAC/	EQMAJMOV	8/1/2014
PVH	P073291	BECTON DICKINSON AND COMP	P400NMCDOW	BACTEC BLOOD CULTURE SYS	EQMAJMOV	4/1/2015
PVH	P000668		P400NMCDOW	ECHO TABLE	EQMAJMOV	7/1/2004
PVH	P001271		P400NMCDOW	EKG MACHINES (4)	EQMAJMOV	10/1/2010
PVH	P001306		P400NMCDOW	EEG SYSTEM	EQMAJMOV	3/1/2011
PVH	P001343		P400NMCDOW	CARDIAC STRESS TEST	EQMAJMOV	7/1/2011
PVH	P001408		P400NMCDOW	GE MUSE	EQMAJMOV	3/1/2012
PVH	P001420		P400NMCDOW	ACTIVATOR, HEAT ON DEMAND TRAYLINE	EQMAJMOV	5/1/2012
PVH	P001421		P400NMCDOW	GE MUSE	EQMAJMOV	5/1/2012
PVH	P000655		P400NMCDOW	(2) ADVANTAGE STRETCHERS	EQMAJMOV	6/1/2004
PVH	P000872		P400NMCDOW	X-RAY MACHINE, PORTABLE	EQMAJMOV	1/1/2006
PVH	P000981		P400NMCDOW	PHOTOTIMING UPGRADE	EQMAJMOV	10/1/2006
PVH	P000982		P400NMCDOW	PHOTOTIMING UPGRADE	EQMAJMOV	11/1/2006
PVH	P000988		P400NMCDOW	DIGITAL R/F ROOM	EQMAJMOV	11/1/2006
PVH	P000989		P400NMCDOW	DIGITAL R/F ROOM	EQMAJMOV	11/1/2006



PVH	P001074	P400NMCDOW	C-ARM, BV PULSERA MOBILE XRAY UNIT	EQMAJMOV	9/1/2007
PVH	P001075	P400NMCDOW	AUTOMATED PHONE SYSTEM	EQMAJMOV	9/1/2007
PVH	P001096	P400NMCDOW	QC PHANTOM	EQMAJMOV	12/1/2007
PVH	P001120	P400NMCDOW	DIGITAL R/F ROOM	EQMAJMOV	5/1/2008
PVH	P001249	P400NMCDOW	VIRTUA MED. DISC PUBLISHER, CD BURNER	EQMAJMOV	4/1/2010
PVH	P001314	P400NMCDOW	DIGITAL MAMMOGRAPHY	EQMAJMOV	4/1/2011
PVH	P001372	P400NMCDOW	OR MONITOR BREAST SPECIMEN	EQMAJMOV	12/1/2011
PVH	P001385	P400NMCDOW	OR MONITOR BREAST SPECIMEN CART	EQMAJMOV	1/1/2012
PVH	P001386	P400NMCDOW	C-ARM, ATO MODEL 9900 9IN ELITE	EQMAJMOV	1/1/2012
PVH	P001519	P400NMCDOW	TRANSDUCER, ULTRASOUND	EQMAJMOV	3/1/2013
PVH	P001561	P400NMCDOW	TOTUKU DIAGNOSTIC DISPLAY MONITOR	EQMAJMOV	6/1/2013
PVH	P001634	P400NMCDOW	ULTRASOUND LE9	EQMAJMOV	11/1/2013
PVH	P001641	P400NMCDOW	ULTRASOUND, LOGIQ E9	EQMAJMOV	12/1/2013
PVH	P000813	P400NMCDOW	ULTRASOUND TABLE	EQMAJMOV	8/1/2005
PVH	P000823	P400NMCDOW	ULTRASOUND, ACUSON SEQUOIA PARAGON	EQMAJMOV	8/1/2005
PVH	P000856	P400NMCDOW	ULTRASOUND UPGRADE	EQMAJMOV	11/1/2005
PVH	P001107	P400NMCDOW	ULTRASOUND, ACUSON SEQUOIA PARAGON	EQMAJMOV	3/1/2008
PVH	P001643	P400NMCDOW	TROPHON EPR DISINFECTANT SYS	EQMAJMOV	12/1/2013
PVH	P001081	P400NMCDOW	CT SCANNER REPLACEMENT	EQMAJMOV	11/1/2007
PVH	P001124	P400NMCDOW	CT SCANNER REPLACEMENT PROJECT	EQMAJMOV	5/1/2008
PVH	P000885	P400NMCDOW	PHARMACY STORAGE ALARM	EQMAJMOV	1/1/2006
PVH	P000893	P400NMCDOW	PHARMACY STORAGE ALARM EQUIPMENT	EQMAJMOV	2/1/2006
PVH	P000918	P400NMCDOW	PYXIS, CONNECT EXTND	EQMAJMOV	4/1/2006
PVH	P000919	P400NMCDOW	PYXIS CONNECT 2, 6DWR	EQMAJMOV	4/1/2006
PVH	P000984	P400NMCDOW	PYXIS, NIGHT LOCKER	EQMAJMOV	11/1/2006
PVH	P073242	P400NMCDOW	REFRIDGERATOR, MEDICAL GRADE	EQMAJMOV	5/1/2014
PVH	P000783	P400NMCDOW	BIPAP VISION SYSTEM	EQMAJMOV	6/1/2005
PVH	P001187	P400NMCDOW	TREADMILL. LANDICE REHAB (3)	EQMAJMOV	2/1/2009
PVH	P001263	P400NMCDOW	VENTILATORS PB 840 (3)	EQMAJMOV	7/1/2010
PVH	P001339	P400NMCDOW	VENTILATOR V60 (2)	EQMAJMOV	6/1/2011
PVH	P073288	P400NMCDOW	ECHOMACHINE VIDID e9	EQMAJMOV	2/1/2015
PVH	P000780	P400NMCDOW	ELECTRICAL STIM, SOLARIS 706	EQMAJMOV	6/1/2005
PVH	P000836	P400NMCDOW	RECUMBANT STEPPER	EQMAJMOV	9/1/2005
PVH	P000938	P400NMCDOW	TREADMILL	EQMAJMOV	6/1/2006
PVH	P000939	P400NMCDOW	ELLIPTICAL MACHINE	EQMAJMOV	6/1/2006
PVH	P000940	P400NMCDOW	BIKE RECUBENT	EQMAJMOV	6/1/2006
PVH	P000941	P400NMCDOW	BIKE UPRIGHT W/HEART RATE MED OPTION	EQMAJMOV	6/1/2006
PVH	P000943	P400NMCDOW	HI LOW TREATMENT TABLE	EQMAJMOV	6/1/2006
PVH	P000945	P400NMCDOW	ULTRASOUND ELECT STIM SOLARIS 709	EQMAJMOV	6/1/2006
PVH	P000946	P400NMCDOW	TRACTION	EQMAJMOV	6/1/2006
PVH	P000859	P400NMCDOW	STERIS IMAGING CHAIR	EQMAJMOV	11/1/2005
PVH	P000459	P400NMCDOW	RANGE STEAMER	EQMAJMOV	9/28/2000
PVH	P000503	P400NMCDOW	REFRIGERATOR/AIR CURTAIN	EQMAJMOV	8/1/2002
PVH	P000645	P400NMCDOW	SALAD BAR/ALUMINUM SPILLAGE PAN	EQMAJMOV	5/1/2004
PVH	P000656	P400NMCDOW	SALAD BAR	EQMAJMOV	6/1/2004
PVH	P000739	P400NMCDOW	REFRIGERATOR, ROLL IN	EQMAJMOV	1/1/2005
PVH	P000839	P400NMCDOW	HEAVY DUTY RANGE	EQMAJMOV	9/1/2005
PVH	P000974	P400NMCDOW	ICE MACHINE	EQMAJMOV	8/1/2006
PVH	P000992	P400NMCDOW	SHELVING WALK IN REFRIGERATOR	EQMAJMOV	12/1/2006
PVH	P001250	P400NMCDOW	STEAMER	EQMAJMOV	4/1/2010
PVH	P001262	P400NMCDOW	STEAMER INSTALL, ELECTRICAL	EQMAJMOV	6/1/2010
PVH	P001265	P400NMCDOW	STEAMER, REMOVAL/DISPOSAL	EQMAJMOV	8/1/2010
PVH	P001655	MYERS RESTAURANT SUPPLY	REFRIGERATED/HEATED DUAL TEMP CABINET	EQMAJMOV	2/1/2014
PVH	P073720	DFM DIETARY FOOD	POS SYS, TOUCH SCREEN ALL IN ONE	EQMAJMOV	11/1/2015
PVH	P073775	ALADDIN TEMP-RITE	AIR CURTAIN REFRIGERATOR	EQMAJMOV	1/1/2018
PVH	P000866		STERRAD 100 S	EQMAJMOV	12/1/2005
PVH	P001468		STERIS SYSTEM	EQMAJMOV	9/1/2012
PVH	P000747		SHELVING UNITS	EQMAJMOV	2/1/2005
PVH	P000765		MATTRESSES	EQMAJMOV	3/1/2005
PVH	P000766		ELECTRIC PALLET JACK	EQMAJMOV	3/1/2005
PVH	P000782		SHELVING, PAR LEVEL, INSTALLATION	EQMAJMOV	6/1/2005
PVH	P000835		SHELVING, PAR LEVEL	EQMAJMOV	9/1/2005
PVH	P001061		SHELVING	EQMAJMOV	8/1/2007
PVH	P001108		SHELVING	EQMAJMOV	3/1/2008
PVH	P001183		SHELVING	EQMAJMOV	1/1/2009
PVH	P000762		CUBICLE CURTAINS	EQMAJMOV	3/1/2005
PVH	P001410		BURNISHER	EQMAJMOV	3/1/2012
PVH	P000314		WATER SOFTENER SYSTEM	EQMAJMOV	4/13/1998
PVH	P000439		RADIATOR UPGRADE	EQMAJMOV	1/28/2000

PVH	P000463	P400NMCDOW	MN/CCI LICENSE FEE OMEGA	EQMAJMOV	11/30/2000
PVH	P000474	P400NMCDOW	CIP SOFTMED	EQMAJMOV	6/30/2001
PVH	P000493	P400NMCDOW	Washer/Disinfectior	EQMAJMOV	1/26/2002
PVH	P000494	P400NMCDOW	Xray Shelving	EQMAJMOV	1/24/2002
PVH	P000528	P400NMCDOW	MASTER PLAN	EQMAJMOV	12/1/2002
PVH	P000576	P400NMCDOW	AUTOMATIC TRANSFER SWITCH (REPLACEMENT)	EQMAJMOV	9/1/2003
PVH	P000583	P400NMCDOW	ATS REPLCE/30DAY PWR DEMAND STUDY	EQMAJMOV	10/1/2003
PVH	P000585	P400NMCDOW	ATS REPLACEMENT INSPECTION	EQMAJMOV	10/1/2003
PVH	P000592	P400NMCDOW	ATS REPLACEMENT INSPECTION FEES	EQMAJMOV	11/1/2003
PVH	P000593	P400NMCDOW	ATS CONSULTING FROM ARCHITECTS	EQMAJMOV	11/1/2003
PVH	P000594	P400NMCDOW	ATS CONSULTING FROM ARCHITECTS	EQMAJMOV	11/1/2003
PVH	P000604	P400NMCDOW	AUTOMATIC TRANSFER SWITCH (REPLACEMENT)	EQMAJMOV	12/1/2003
PVH	P000605	P400NMCDOW	AUTOMATIC TRANSFER SWITCH (REPLACEMENT)	EQMAJMOV	12/1/2003
PVH	P000644	P400NMCDOW	ATS REPLACEMENT	EQMAJMOV	5/1/2004
PVH	P000735	P400NMCDOW	INTERNAL SIGNAGE, VINYL ONLY	EQMAJMOV	1/1/2005
PVH	P000803	P400NMCDOW	COMPRESSOR	EQMAJMOV	6/1/2005
PVH	P000824	P400NMCDOW	BEDS, SECURE II (22)	EQMAJMOV	9/1/2005
PVH	P000837	P400NMCDOW	BEDS, ADJ BAR, OVERHEAD, LONG, CLAMPS	EQMAJMOV	9/1/2005
PVH	P000845	P400NMCDOW	BEDS, IV POSTS W/ CLAMPS	EQMAJMOV	10/1/2005
PVH	P000888	P400NMCDOW	STERIS INSTALL SYSTEM 1 PROCESSOR	EQMAJMOV	2/1/2006
PVH	P000895	P400NMCDOW	TELEVISIONS, LCD 20" (11)	EQMAJMOV	2/1/2006
PVH	P000914	P400NMCDOW	COMPRESSOR	EQMAJMOV	4/1/2006
PVH	P000970	P400NMCDOW	COMPRESSOR, INSTALATION	EQMAJMOV	7/1/2006
PVH	P001022	P400NMCDOW	ATS SWITCHGEAR	EQMAJMOV	4/1/2007
PVH	P001028	P400NMCDOW	ATS SWITCHGEAR	EQMAJMOV	5/1/2007
PVH	P001058	P400NMCDOW	ATS SWITCHGEAR	EQMAJMOV	7/1/2007
PVH	P001086	P400NMCDOW	EXCAVATOR, IRRIGATION FOR EQUIP BLDG	EQMAJMOV	11/1/2007
PVH	P001088	P400NMCDOW	CONDENSER, BARREL CHILLER	EQMAJMOV	11/1/2007
PVH	P001092	P400NMCDOW	TUFF SHED 20X24	EQMAJMOV	12/1/2007
PVH	P001093	P400NMCDOW	EXHAUST FAN EF2 REBALANCE	EQMAJMOV	12/1/2007
PVH	P001101	P400NMCDOW	EXHAUST FAN EF2 REBALANCE	EQMAJMOV	1/1/2008
PVH	P001104	P400NMCDOW	SHELVING	EQMAJMOV	2/1/2008
PVH	P001113	P400NMCDOW	ACCESS CONTROL SYS	EQMAJMOV	4/1/2008
PVH	P001127	P400NMCDOW	SHELVING	EQMAJMOV	6/1/2008
PVH	P001144	P400NMCDOW	SHELVING	EQMAJMOV	8/1/2008
PVH	P001150	P400NMCDOW	ACCESS CONTROL SYS INSPECTION	EQMAJMOV	9/1/2008
PVH	P001155	P400NMCDOW	SHELVING	EQMAJMOV	10/1/2008
PVH	P001162	P400NMCDOW	ACCESS CONTROL	EQMAJMOV	11/1/2008
PVH	P001163	P400NMCDOW	SHELVING	EQMAJMOV	11/1/2008
PVH	P001178	P400NMCDOW	ACCESS CONTROL	EQMAJMOV	12/1/2008
PVH	P001182	P400NMCDOW	ACCESS CONTROL	EQMAJMOV	1/1/2009
PVH	P001205	P400NMCDOW	ACCESS CONTROL SYS	EQMAJMOV	4/1/2009
PVH	P001211	P400NMCDOW	ACCESS CONTROL SYS	EQMAJMOV	5/1/2009
PVH	P001252	P400NMCDOW	MAXAIR PAPR 2000-700S	EQMAJMOV	4/1/2010
PVH	P001260	P400NMCDOW	HELMET MAXAIR HEALTHCARE SYSTEM	EQMAJMOV	6/1/2010
PVH	P001267	P400NMCDOW	CHILLER COMPRESSOR	EQMAJMOV	8/1/2010
PVH	P001281	P400NMCDOW	BLANKET WARMER	EQMAJMOV	12/1/2010
PVH	P001283	P400NMCDOW	MAXAIR HELMET KIT	EQMAJMOV	12/1/2010
PVH	P001295	P400NMCDOW	WALL BENCH, 1ST FL CAFETERIA	EQMAJMOV	1/1/2011
PVH	P001299	P400NMCDOW	BED EXIT ALARMS, PLATES 16 ga 304	EQMAJMOV	2/1/2011
PVH	P001303	P400NMCDOW	TELEVISIONS (7)	EQMAJMOV	3/1/2011
PVH	P001320	P400NMCDOW	VERNACARE	EQMAJMOV	5/1/2011
PVH	P001344	P400NMCDOW	HIRSCH KEYPAD, OR DOORS	EQMAJMOV	7/1/2011
PVH	P001357	P400NMCDOW	CADAVER CART FREIGHT	EQMAJMOV	9/1/2011
PVH	P001358	P400NMCDOW	MEDICAL GRADE UNDERCOUNTER REFRIDGERATOR (10	EQMAJMOV	9/1/2011
PVH	P001360	P400NMCDOW	CADAVER CART	EQMAJMOV	10/1/2011
PVH	P001394	P400NMCDOW	TELEVISIONS, 10	EQMAJMOV	2/1/2012
PVH	P001451	P400NMCDOW	CUBICLE CURTAINS	EQMAJMOV	7/1/2012
PVH	P001488	P400NMCDOW	TRASH COMPACTOR	EQMAJMOV	11/1/2012
PVH	P001492	P400NMCDOW	DIGITAL PORTABLE RADIO SYSTEM, CHARGER, BATTERY	EQMAJMOV	12/1/2012
PVH	P001495	P400NMCDOW	TRASH COMPACTOR	EQMAJMOV	12/1/2012
PVH	P001506	P400NMCDOW	TRASH COMPACTOR	EQMAJMOV	1/1/2013
PVH	P001542	P400NMCDOW	DIGITAL DISPLAY MONITORS	EQMAJMOV	5/1/2013
PVH	P001563	P400NMCDOW	TELEVISIONS (5)	EQMAJMOV	6/1/2013
PVH	P001568	P400NMCDOW	DIGITAL DISPLAY MONITORS	EQMAJMOV	6/1/2013
PVH	P001600	P400NMCDOW	NUCLEAR DETECTOR PART	EQMAJMOV	8/1/2013
PVH	P001610	P400NMCDOW	VERTICAL VINYL BLINDS (10) PT ROOMS	EQMAJMOV	9/1/2013
PVH	P001611	P400NMCDOW	SCRUBBER, MODEL T5	EQMAJMOV	9/1/2013
PVH	P040073	P400NMCDOW	SIHS CAPITALIZED LEASE- EQUIP B2	EQMAJMOV	2/1/1997

PVH	P073289	CAREFUSION	P400NMCDOW	TEMPORARY CHILLER	EQMAJMOV	3/1/2015
PVH	P073748	GARRATT CALLAHAN	P400NMCDOW	CHEMICAL DOSING SYSTEM	EQMAJMOV	11/1/2016
PVH	P073767	FRANK M BOOTH, INC	P400NMCDOW	FIRE/SMOKE DAMPER ADDITION	EQMAJMOV	8/1/2017
PVH	P073801	GRAINGER	P400NMCDOW	PORTABLE TOILET FLUSHER	EQMAJMOV	10/1/2018
PVH	P001042		P400NMCDOW	IV SMART PUMP	EQMAJMOV	6/1/2007
PVH	P001565		P400NMCDOW	PRINT TO MAIL	EQMAJMOV	6/1/2013
PVH	P001583		P400NMCDOW	CENTRICITY PROJ; UPS POWER SUPPLY	EQMAJMOV	7/1/2013
PVH	P073743	PCM	P400NMCDOW	ERGOTRON CART	EQMAJMOV	7/1/2016
PVH	P073776	VERIZON	P400NMCDOW	NETWORK EXTENDER	EQMAJMOV	1/1/2018
PVH	P001106		P400NMCDOW	SIERRA ELECTRIC 60X60X24 ADJ HEIGHT TABLE	EQMAJMOV	2/1/2008
PVH	P073747	360 DYNAMIC TECHNOLOGY	P400NMCDOW	COLOR COPY MACHINE	EQMAJMOV	11/1/2016
PVH	P001371		P400NMCDOW	GEMSTAR INFUSION PUMP	EQMAJMOV	12/1/2011
PVH	P001462		P400NMCDOW	ULTRASOUND & PROBE PICC	EQMAJMOV	9/1/2012
PVH	P073821	HEALTH SYSTEM CIP *9025	P400NMCDOW	PVH CIP AUTOCLAVE REPLACEMENT *9025	EQMAJMOV	6/1/2020
PVH	P073822	HEALTH SYSTEM CIP *9040	P400NMCDOW	PVH CIP USP 797/800 *9040	EQMAJMOV	6/1/2020
PVH	P073294	CIP	P400NMCDOW	BEDSIDE MONITORS (5109 0001)	EQMED	7/1/2014
PVH	P073718	VERATHON	P400NMCDOW	GLIDESCOPE	EQMED	11/1/2015
PVH	P073764	GE MEDICAL SYSTEMS	P400NMCDOW	NEXTGEN LOGIQ ULTRASOUND	EQMED	6/1/2017
PVH	P073803	MEDTRONIC USA INC	P400NMCDOW	TEMPORARY PACEMAKER EPG	EQMED	11/1/2018
PVH	P073755	WELCH ALLYN, INC	P400NMCDOW	VITAL SIGNS MONITOR (5)	EQMED	1/1/2017
PVH	P073799	GE HEALTHCARE	P400NMCDOW	FETAL MONITOR (2) GENERIC ATO MODEL	EQMED	10/1/2018
PVH	P073804	PRAXAIR	P400NMCDOW	NITROUS OXIDE ADMIN SYSTEM	EQMED	11/1/2018
PVH	P073813	DRAEGER INC	P400NMCDOW	JAUNDICE METER	EQMED	3/1/2019
PVH	P073751	HEALTH SYSTEM CIP	P400NMCDOW	ISTAT ANALYZER ED *9030	EQMED	11/1/2016
PVH	P073754	FUJIFILM SONOSITE INC	P400NMCDOW	ULTRASOUND SYSTEM	EQMED	1/1/2017
PVH	P073763	NIHON KOHDEN	P400NMCDOW	TRANSPORT MONITOR	EQMED	6/1/2017
PVH	P073788	VERATHON	P400NMCDOW	GLIDESCOPE	EQMED	5/1/2018
PVH	P073818	ACCUVEIN	P400NMCDOW	VEIN ILLUMINATOR W/ CHARGING CRELE	EQMED	12/1/2019
PVH	P073271		P400NMCDOW	PATIENT MONITOR, 3 MULTI CONNECT	EQMED	8/1/2014
PVH	P073285		P400NMCDOW	ELECTROSURGICAL UNITS (3)	EQMED	1/1/2015
PVH	P073304	STYRKER	P400NMCDOW	POWER DRILLS, SAWS	EQMED	6/1/2015
PVH	P073313	ROOM & BOARD	P400NMCDOW	UROLOGY INSTRUMENT STORAGE DRAWER	EQMED	8/1/2015
PVH	P073717	OLYMPUS MEDICAL	P400NMCDOW	CYSTOSCOPE SET	EQMED	10/1/2015
PVH	P073722	SMITHS MEDICAL	P400NMCDOW	NORMO FLO IRRIGATION SYS	EQMED	12/1/2015
PVH	P073724	OLYMPUS	P400NMCDOW	TURP TRAY	EQMED	1/1/2016
PVH	P073725	HOLOGIC	P400NMCDOW	MINI C-ARM	EQMED	1/1/2016
PVH	P073729	OLYMPUS AMERICA	P400NMCDOW	HYSTEROSCOPY TRAY	EQMED	6/1/2016
PVH	P073732	BLICKMAN	P400NMCDOW	WARMING CABINET	EQMED	6/1/2016
PVH	P073733	ARTHREX	P400NMCDOW	TRIMANO SUPPORT ARM	EQMED	6/1/2016
PVH	P073761	STRYKER SALES CORP	P400NMCDOW	NEPTUNE 3 ROVER SURG WASTE MGMT SYS (2)	EQMED	5/1/2017
PVH	P073768	STRYKER SALES	P400NMCDOW	PI DRIVE DRILL (2)	EQMED	9/1/2017
PVH	P073779	SMITH & NEPHEW	P400NMCDOW	SHOULDER POSITIONER	EQMED	2/1/2018
PVH	P073798	STRYKER ENDOSCOPY	P400NMCDOW	PNEUMOCLEAR PLUS INSUFFALATOR	EQMED	7/1/2018
PVH	P073800	CONMED CORP	P400NMCDOW	ELECTROSURGICAL GENERATOR	EQMED	10/1/2018
PVH	P073802	STRYKER ENDOSCOPY	P400NMCDOW	LAPAROSCOPIC OR TOWER	EQMED	11/1/2018
PVH	P073812	OLYMPUS AMERICA	P400NMCDOW	FLEXIBLE FIBEROPTIC URETEROSCOPE	EQMED	3/1/2019
PVH	P073814	STRYKER ENDOSCOPY	P400NMCDOW	LAPAROSCOPIC OR TOWER UPGRADE	EQMED	5/1/2019
PVH	P073735	STRYKER MEDICAL	P400NMCDOW	STRETCHER (2) GURNEY	EQMED	6/1/2016
PVH	P073815	DATAX OHMEDA	P400NMCDOW	ANESTHESIA MACHINES	EQMED	5/1/2019
PVH	P073292	KCI	P400NMCDOW	NEG. PRESSURE WOUND VACCUUM PUMP	EQMED	4/1/2015
PVH	P073300	HELMER SCIENTIFIC	P400NMCDOW	PLATELET INCUBATOR	EQMED	5/1/2015
PVH	P073311	SEIMENS HEALTH	P400NMCDOW	CHEMISTRY ANALYZER	EQMED	7/1/2015
PVH	P073315	CAREFUSION	P400NMCDOW	TECH HW/SW; PROJ MNGMT; BIO SUPPORT	EQMED	9/1/2015
PVH	P073719	DIAGNOSTICA	P400NMCDOW	STAGO COAGULATION	EQMED	11/1/2015
PVH	P073723	MED INFO TECHNOLOGY	P400NMCDOW	CENTRALINK DATAMANAGER	EQMED	12/1/2015
PVH	P073758	OEC MEDICAL SYSTEMS, INC	P400NMCDOW	MOBILE C-ARM IMAGER	EQMED	3/1/2017
PVH	P073789	GE MEDICAL SYSTEMS	P400NMCDOW	LOGIQ E9 ULTRASOUND WITH XD CLEAR 2.0	EQMED	5/1/2018
PVH	P073272		P400NMCDOW	BP MONITOR, TANGO AUTO. MAC5500	EQMED	8/1/2014
PVH	P073283	GE HEALTHCARE	P400NMCDOW	ECHO MACHINE, (PARTIAL INVOICE)	EQMED	12/1/2014
PVH	P073286		P400NMCDOW	6VT-D 4D TEE PROBE	EQMED	1/1/2015
PVH	P073293	GE HEALTHCARE	P400NMCDOW	ECHO MACHINE, PARTIAL	EQMED	4/1/2015
PVH	P073314	FUJIFILM	P400NMCDOW	ECHO MACHINE SYN CARDIO SW CU LIC	EQMED	8/1/2015
PVH	P073739	CAREFUSION 211, INC	P400NMCDOW	BODY PLETHYSMOGRAPH AND DIFFUSION PFT	EQMED	6/1/2016
PVH	P073760	PHILIPS HEALTHCARE	P400NMCDOW	NON-INVASIVE VENTILATOR	EQMED	4/1/2017
PVH	P073762	HILL ROM	P400NMCDOW	METANEB SYSTEM	EQMED	6/1/2017
PVH	P073721	OLYMPUS	P400NMCDOW	HD GI ENDOSCOPE EQUIPMENT	EQMED	12/1/2015
PVH	P073728	OLYMPUS AMERICA INC	P400NMCDOW	ENDOSCOPY VIDEO SYSTEM CENTER	EQMED	3/1/2016
PVH	P073731	OLYMPUS AMERICA	P400NMCDOW	ENDOSCOPIC CO2 REGULATOR	EQMED	6/1/2016
PVH	P073290	CAREFUSION	P400NMCDOW	ALARIS POINT OF CARE UNITS (92)	EQMED	3/1/2015

PVH	P073790	NICHOLS MELBURG & ROSSETT	P400NMCDOW	LAB ANALYZER REPLACEMENT - DESIGN	EQMED	6/1/2018
PVH	P073823	HEALTH SYSTEM CIP *5000		Billing Lab Analyzer Siemens *5000	EQMED	7/1/2020
PVH	P073299	ARMSTRONG MEDICAL	P400NMCDOW	ISOLATION CARTS (10)	EQMED	5/1/2015
PVH	P073807	FUJIFILM SONOSITE INC	P400NMCDOW	SII ULTRASOUND VASCULAR ACCESS BUNDLE	EQMED	12/1/2018
PVH	P073785	HEALTH SYSTEM CIP *9038	P400NMCDOW	3D MAMMO *9038	EQMED	4/1/2018
PVH	P073826	V006202 CAREFUSION		BELLA VISTA AVEA 2 VENTILATOR	EQMED	8/1/2020
PVH	P001424		P400NMCDOW	VOIP GATEWAY, WIRELESS PHONE SYSTEM	EQTEL	6/1/2012
PVH	P001452		P400NMCDOW	WIRELESS PHONE SYSTEM	EQTEL	7/1/2012
PVH	P001466		P400NMCDOW	WIRELESS PHONE SYSTEM	EQTEL	9/1/2012
PVH	P073103		P400NMCDOW	TELEPHONE SYSTEM/72 DIGITAL PACKAGE	EQTEL	7/14/1997
PVH	P073120		P400NMCDOW	TELEPHONE INSTALLATION/5 STATIONS	EQTEL	9/5/1997
PVH	P073140		P400NMCDOW	TELEPHONE SYSTEM/NEW HOSPICE HOUSE	EQTEL	9/25/1997
PVH	P001483		P400NMCDOW	PARKING LOT RESURFACE	LANDIMP	11/1/2012
PVH	P001484		P400NMCDOW	SIDEWALK AND DOCK REPLACEMENT, GENERATOR ACC	LANDIMP	11/1/2012
PVH	P001572		P400NMCDOW	CONCRETE CURBS, PAINTING CURBS	LANDIMP	7/1/2013
PVH	P001590		P400NMCDOW	CONCRETE CURBS, PAINTING CURBS	LANDIMP	8/1/2013
PVH	P073750	HEALTH SYSTEM CIP	P400NMCDOW	TELEMETRY ICU CABLING *9029	LEASEIMP	11/1/2016
PVH	P000852		P400NMCDOW	NURSE CALL MED SURG	LEASEIMP	11/1/2005
PVH	P000867		P400NMCDOW	NURSE CALL MED SURG	LEASEIMP	12/1/2005
PVH	P000724		P400NMCDOW	PYXIS OSHPD PERMIT FEES	LEASEIMP	12/1/2004
PVH	P001025		P400NMCDOW	NURSE CALL SYSTEM	LEASEIMP	5/1/2007
PVH	P001045		P400NMCDOW	NURSE CALL SYSTEM	LEASEIMP	6/1/2007
PVH	P001060		P400NMCDOW	NURSE CALL SYSTEM	LEASEIMP	8/1/2007
PVH	P001084		P400NMCDOW	NURSE CALL SYSTEM INSPECTION	LEASEIMP	11/1/2007
PVH	P001099		P400NMCDOW	NURSE CALL SYSTEM INSPECTION	LEASEIMP	1/1/2008
PVH	P001478		P400NMCDOW	HEADWALLS. FBC PROJECT	LEASEIMP	10/1/2012
PVH	P001606		P400NMCDOW	HEADWALLS. FBC PROJECT	LEASEIMP	9/1/2013
PVH	P001619		P400NMCDOW	HEADWALLS. FBC PROJECT	LEASEIMP	10/1/2013
PVH	P001630		P400NMCDOW	HEADWALLS. FBC PROJECT	LEASEIMP	11/1/2013
PVH	P000884		P400NMCDOW	FLOORING, WAITING RM, DAY SURGERY	LEASEIMP	1/1/2006
PVH	P000990		P400NMCDOW	DIGITAL R/F ROOM	LEASEIMP	11/1/2006
PVH	P001077		P400NMCDOW	READING RM VIEW RELOCATION	LEASEIMP	10/1/2007
PVH	P001323		P400NMCDOW	DIGITAL MAMMOGRAPHY POWER, CABLE, LOAD SURVE	LEASEIMP	5/1/2011
PVH	P001083		P400NMCDOW	CONSTRUCTION CT SCANNER REPLACEMENT	LEASEIMP	11/1/2007
PVH	P001131		P400NMCDOW	CT SCANNER REPLACEMENT	LEASEIMP	6/1/2008
PVH	P073757	HEALTH SYSTEM CIP	P400NMCDOW	KITCHEN ADD FLOOR SINK *9018	LEASEIMP	2/1/2017
PVH	P001204		P400NMCDOW	SHELVING	LEASEIMP	4/1/2009
PVH	P000326		P400NMCDOW	CARPETS, FLOORING 2ND FLOOR CORRIDORS	LEASEIMP	5/24/1998
PVH	P000637		P400NMCDOW	LIGHTING RETROFIT	LEASEIMP	6/1/2004
PVH	P000741		P400NMCDOW	SPC2, NCPC/ SEIMIC	LEASEIMP	2/1/2005
PVH	P000785		P400NMCDOW	SPC2, NCPC/ SEIMIC	LEASEIMP	6/1/2005
PVH	P000849		P400NMCDOW	STERRAD, OSHPD FEES	LEASEIMP	10/1/2005
PVH	P000851		P400NMCDOW	AUTOMATIC DOOR DESIGN	LEASEIMP	11/1/2005
PVH	P000861		P400NMCDOW	PHY THERAPY REMODEL	LEASEIMP	12/1/2005
PVH	P000869		P400NMCDOW	AUTOMATIC DOOR PROJECT COORDINATION	LEASEIMP	1/1/2006
PVH	P000870		P400NMCDOW	SINK, PHYSICAL THERAPY ROOM	LEASEIMP	1/1/2006
PVH	P000886		P400NMCDOW	PHY THERAPY REMODEL INSPECTION	LEASEIMP	2/1/2006
PVH	P000892		P400NMCDOW	STERRAD INSPECTION FEES & SURVEY	LEASEIMP	2/1/2006
PVH	P000900		P400NMCDOW	AUTOMATIC DOORS, OR & ED	LEASEIMP	4/1/2006
PVH	P000933		P400NMCDOW	AUTOMATIC DOORS, ER & OR LOCKS	LEASEIMP	6/1/2006
PVH	P000934		P400NMCDOW	STERRAD INSPECTION FEES, CLOSEOUT	LEASEIMP	6/1/2006
PVH	P000963		P400NMCDOW	AUTOMATIC DOORS OR & ER	LEASEIMP	7/1/2006
PVH	P000964		P400NMCDOW	STERRAD INSPECTION FEES, CLOSEOUT	LEASEIMP	7/1/2006
PVH	P000972		P400NMCDOW	TI, 191 LYNCH CREEK	LEASEIMP	8/1/2006
PVH	P000975		P400NMCDOW	AUTOMATIC DOOR	LEASEIMP	9/1/2006
PVH	P000991		P400NMCDOW	TI, 191 LYNCH CREEK	LEASEIMP	12/1/2006
PVH	P001005		P400NMCDOW	AUTOMATIC DOOR, CLOSEOUT PROJECT	LEASEIMP	3/1/2007
PVH	P001076		P400NMCDOW	RESTROOM REMODEL	LEASEIMP	10/1/2007
PVH	P001089		P400NMCDOW	EXHAUST FAN #2	LEASEIMP	12/1/2007
PVH	P001090		P400NMCDOW	REMODEL OFFICE	LEASEIMP	12/1/2007
PVH	P001091		P400NMCDOW	RESTROOM REMODEL	LEASEIMP	12/1/2007
PVH	P001098		P400NMCDOW	AUTOMATIC DOORS OR & ER	LEASEIMP	1/1/2008
PVH	P001100		P400NMCDOW	RESTROOM REMODEL	LEASEIMP	1/1/2008
PVH	P001102		P400NMCDOW	AUTOMATIC DOORS OR & ER	LEASEIMP	2/1/2008
PVH	P001103		P400NMCDOW	NURSE CALL SYSTEM	LEASEIMP	2/1/2008
PVH	P001111		P400NMCDOW	ED ROOM #6, REMOVE EQUIPMENT	LEASEIMP	4/1/2008
PVH	P001112		P400NMCDOW	RESTROOM REMODEL	LEASEIMP	4/1/2008
PVH	P001126		P400NMCDOW	ED RM #6 LEASEHOLD IMP	LEASEIMP	6/1/2008
PVH	P001138		P400NMCDOW	NURSE CALL SYSTEM INSPECTION	LEASEIMP	7/1/2008

PVH	P001139	P400NMCDOW	IMAGING ADMISSIONS AREA REMODEL	LEASEIMP	6/1/2008
PVH	P001143	P400NMCDOW	ED RM #6 LEASEHOLD IMP	LEASEIMP	7/1/2008
PVH	P001145	P400NMCDOW	ACCESS CONTROL	LEASEIMP	8/1/2008
PVH	P001157	P400NMCDOW	ACCESS CONTROL	LEASEIMP	10/1/2008
PVH	P001180	P400NMCDOW	WELL DRILLING	LEASEIMP	1/1/2009
PVH	P001186	P400NMCDOW	SHELVING	LEASEIMP	1/1/2009
PVH	P001200	P400NMCDOW	ACCESS CONTROL	LEASEIMP	3/1/2009
PVH	P001227	P400NMCDOW	ADMIN WALL	LEASEIMP	11/1/2009
PVH	P001234	P400NMCDOW	ADMIN WALL	LEASEIMP	1/1/2010
PVH	P001235	P400NMCDOW	ADMIN WALL	LEASEIMP	1/1/2010
PVH	P001237	P400NMCDOW	ADMIN WALL	LEASEIMP	2/1/2010
PVH	P001244	P400NMCDOW	PHARMACY IV ROOM	LEASEIMP	3/1/2010
PVH	P001245	P400NMCDOW	CONFERENCE ROOM PARTITION	LEASEIMP	3/1/2010
PVH	P001248	P400NMCDOW	ADMIN WALL	LEASEIMP	5/1/2010
PVH	P001268	P400NMCDOW	HVAC UNIT GROVERMAN HALL	LEASEIMP	8/1/2010
PVH	P001275	P400NMCDOW	MAMMO EQUIP PROJECT	LEASEIMP	11/1/2010
PVH	P001278	P400NMCDOW	AUTOMATIC DOOR, LYNCH CREEK	LEASEIMP	11/1/2010
PVH	P001279	P400NMCDOW	FLOORING CAFE	LEASEIMP	12/1/2010
PVH	P001280	P400NMCDOW	FLOORING	LEASEIMP	12/1/2010
PVH	P001292	P400NMCDOW	BED EXIT ALARMS	LEASEIMP	1/1/2011
PVH	P001294	P400NMCDOW	CABINETS, LAMINATE W CORIAN TOP, CAFE	LEASEIMP	1/1/2011
PVH	P001296	P400NMCDOW	FLOORING	LEASEIMP	2/1/2011
PVH	P001297	P400NMCDOW	NURSE CALL BED STATION BOX	LEASEIMP	2/1/2011
PVH	P001298	P400NMCDOW	PVH MAMMO SWITCH RELO, INSTALL, FEES	LEASEIMP	2/1/2011
PVH	P001302	P400NMCDOW	EMERGENCY LIGHTING	LEASEIMP	3/1/2011
PVH	P001304	P400NMCDOW	REAR PARKING LOT LIGHTING	LEASEIMP	3/1/2011
PVH	P001313	P400NMCDOW	SPC2, NPC2/ SEISMIC	LEASEIMP	3/1/2011
PVH	P001321	P400NMCDOW	BED EXIT ALARMS	LEASEIMP	5/1/2011
PVH	P001322	P400NMCDOW	MEDICAL VACCUM PROJECT PLANS	LEASEIMP	5/1/2011
PVH	P001336	P400NMCDOW	BROILER RETROFIT	LEASEIMP	6/1/2011
PVH	P001342	P400NMCDOW	SMOKE ALARM INSPECTION	LEASEIMP	7/1/2011
PVH	P001347	P400NMCDOW	MEDICAL VACCUM AIR	LEASEIMP	7/1/2011
PVH	P001348	P400NMCDOW	BURNER RETROFIT	LEASEIMP	7/1/2011
PVH	P001350	P400NMCDOW	MEDICAL VACCUM AIR	LEASEIMP	8/1/2011
PVH	P001355	P400NMCDOW	SMOKE ALARM APPLICATION	LEASEIMP	8/1/2011
PVH	P001362	P400NMCDOW	LIGHTING, IN MATERIALS HANDLING AREA	LEASEIMP	11/1/2011
PVH	P001363	P400NMCDOW	SMOKE DETECTOR, MECH ROOM	LEASEIMP	11/1/2011
PVH	P001364	P400NMCDOW	MAMMO REPLACEMENT, ELECTRIC WORK	LEASEIMP	11/1/2011
PVH	P001366	P400NMCDOW	FACP SMOKE ADDITION	LEASEIMP	11/1/2011
PVH	P001368	P400NMCDOW	VERNACARE	LEASEIMP	12/1/2011
PVH	P001369	P400NMCDOW	POWER/INSTALL FOR WALL MOUNT COMPUTERS	LEASEIMP	12/1/2011
PVH	P001370	P400NMCDOW	VINYL, LINOLEUM FLOORING, OB DEPT	LEASEIMP	12/1/2011
PVH	P001379	P400NMCDOW	PROJECTOR, GROVERMAN HALL	LEASEIMP	1/1/2012
PVH	P001380	P400NMCDOW	MEDI CAL VACUUM SYSTEM	LEASEIMP	1/1/2012
PVH	P001381	P400NMCDOW	NETWORK DROPS, CARDIO PULM	LEASEIMP	1/1/2012
PVH	P001382	P400NMCDOW	OR PANEL REPLACEMENT	LEASEIMP	1/1/2012
PVH	P001389	P400NMCDOW	FLOORING	LEASEIMP	2/1/2012
PVH	P001390	P400NMCDOW	AC & EF WITH EMERGENCY POWER	LEASEIMP	2/1/2012
PVH	P001413	P400NMCDOW	BED EXIT ALARMS	LEASEIMP	5/1/2012
PVH	P001414	P400NMCDOW	MEDICAL VACCUM PROJECT PLANS	LEASEIMP	5/1/2012
PVH	P001415	P400NMCDOW	OR PANEL REPLACEMENT	LEASEIMP	5/1/2012
PVH	P001416	P400NMCDOW	AC & EF WITH EMERGENCY POWER	LEASEIMP	5/1/2012
PVH	P001417	P400NMCDOW	POWER/INSTALL FOR WALL MOUNT COMPUTERS	LEASEIMP	5/1/2012
PVH	P001422	P400NMCDOW	POWER/INSTALL FOR WALL MOUNT COMPUTERS	LEASEIMP	6/1/2012
PVH	P001433	P400NMCDOW	PVH MAMMO	LEASEIMP	6/1/2012
PVH	P001447	P400NMCDOW	PAINTING	LEASEIMP	7/1/2012
PVH	P001448	P400NMCDOW	WALL MOUNTS, CPOE	LEASEIMP	7/1/2012
PVH	P001449	P400NMCDOW	OR PANEL REPLACEMENT	LEASEIMP	7/1/2012
PVH	P001455	P400NMCDOW	MEDICAL VAC SYSTEM	LEASEIMP	9/1/2012
PVH	P001456	P400NMCDOW	POWER/INSTALL FOR WALL MOUNT COMPUTERS	LEASEIMP	9/1/2012
PVH	P001457	P400NMCDOW	CAMERAS & DVR	LEASEIMP	9/1/2012
PVH	P001458	P400NMCDOW	MED VAC SYSTEM INSPECTIONS	LEASEIMP	9/1/2012
PVH	P001459	P400NMCDOW	WALL MOUNT COMPUTERS INSPECTION	LEASEIMP	9/1/2012
PVH	P001460	P400NMCDOW	OR PANEL REPLACEMENT INSPECTION	LEASEIMP	9/1/2012
PVH	P001463	P400NMCDOW	INFRARED DOOR DETECTORS	LEASEIMP	9/1/2012
PVH	P001464	P400NMCDOW	MED VAC GAS VERIFIER ON SITE LABOR - TESTING	LEASEIMP	9/1/2012
PVH	P001465	P400NMCDOW	NITROGEN MANIFOLD	LEASEIMP	9/1/2012
PVH	P001472	P400NMCDOW	LEASEHOLD IMPROVEMENTS, 439 COLLEGE	LEASEIMP	10/1/2012
PVH	P001473	P400NMCDOW	VERNACARE LOAD SURVEY	LEASEIMP	10/1/2012

PVH	P001474	P400NMCDOW	OR PANEL INSPECTIONS	LEASEIMP	10/1/2012
PVH	P001475	P400NMCDOW	MED VACUUM PUMP TESTING	LEASEIMP	10/1/2012
PVH	P001476	P400NMCDOW	VOICE AND DATA CABLING	LEASEIMP	10/1/2012
PVH	P001477	P400NMCDOW	OR PANEL REPLACEMENT	LEASEIMP	10/1/2012
PVH	P001479	P400NMCDOW	PATIENT RM SECURITY CAMERAS	LEASEIMP	10/1/2012
PVH	P001485	P400NMCDOW	FLOORING	LEASEIMP	11/1/2012
PVH	P001490	P400NMCDOW	RENOVATIONS	LEASEIMP	12/1/2012
PVH	P001491	P400NMCDOW	OFFICE RENOVATIONS	LEASEIMP	12/1/2012
PVH	P001493	P400NMCDOW	HEADWALL/DOOR/SHELVES CABINETS	LEASEIMP	12/1/2012
PVH	P001503	P400NMCDOW	MED VACUUM PUMP INSPECTION	LEASEIMP	1/1/2013
PVH	P001504	P400NMCDOW	WALL MOUNT COMPUTERS PROJECT	LEASEIMP	1/1/2013
PVH	P001505	P400NMCDOW	STERRIS UNIT RELOCATION	LEASEIMP	1/1/2013
PVH	P001508	P400NMCDOW	MED VACUUM	LEASEIMP	2/1/2013
PVH	P001509	P400NMCDOW	HEADWALL PROJECT	LEASEIMP	2/1/2013
PVH	P001510	P400NMCDOW	MED GAS ALARM LOAD SURVEY	LEASEIMP	2/1/2013
PVH	P001511	P400NMCDOW	FLOORING	LEASEIMP	2/1/2013
PVH	P001512	P400NMCDOW	WALL MOUNT COMPUTERS INSPECTION	LEASEIMP	2/1/2013
PVH	P001514	P400NMCDOW	HEADWALLS	LEASEIMP	3/1/2013
PVH	P001516	P400NMCDOW	WALL MOUNT COMPUTERS INSPECTION	LEASEIMP	3/1/2013
PVH	P001518	P400NMCDOW	FIRE ALARM, GROVERMAN HALL	LEASEIMP	3/1/2013
PVH	P001520	P400NMCDOW	OR PANEL REPLACEMENT, OSHPD FEES	LEASEIMP	4/1/2013
PVH	P001522	P400NMCDOW	DRYWALL PATCH & PAINT, PVH MONITORS	LEASEIMP	4/1/2013
PVH	P001525	P400NMCDOW	CT ROOM, HEAT PUMP	LEASEIMP	4/1/2013
PVH	P001531	P400NMCDOW	MEDICAL VACCUM AIR	LEASEIMP	5/1/2013
PVH	P001535	P400NMCDOW	CHILLER PROJECT	LEASEIMP	5/1/2013
PVH	P001536	P400NMCDOW	MED SURG PATIENT RM UPGRADES	LEASEIMP	5/1/2013
PVH	P001537	P400NMCDOW	HEADWALL PROJECT	LEASEIMP	5/1/2013
PVH	P001538	P400NMCDOW	SEWER LINE REPAIR	LEASEIMP	5/1/2013
PVH	P001539	P400NMCDOW	MEDICAL GAS UPGRADE	LEASEIMP	5/1/2013
PVH	P001540	P400NMCDOW	CARPETING, WALL BASE	LEASEIMP	5/1/2013
PVH	P001550	P400NMCDOW	MED VACUUM PUMP	LEASEIMP	6/1/2013
PVH	P001551	P400NMCDOW	CPOE, WALL MOUNT COMPUTERS	LEASEIMP	6/1/2013
PVH	P001552	P400NMCDOW	NURSE STATION	LEASEIMP	6/1/2013
PVH	P001553	P400NMCDOW	INSTALL DIGITAL DISPLAY MONITORS	LEASEIMP	6/1/2013
PVH	P001554	P400NMCDOW	HEADWALL PROJECT	LEASEIMP	6/1/2013
PVH	P001555	P400NMCDOW	CHILLER PROJECT	LEASEIMP	6/1/2013
PVH	P001556	P400NMCDOW	ELECTRICAL WORK	LEASEIMP	6/1/2013
PVH	P001557	P400NMCDOW	MEDICAL VACUUM PUMP	LEASEIMP	6/1/2013
PVH	P001558	P400NMCDOW	MED SURG PATIENT RM UPGRADES	LEASEIMP	6/1/2013
PVH	P001573	P400NMCDOW	FBC HEADWALL PROJECT	LEASEIMP	7/1/2013
PVH	P001574	P400NMCDOW	MEDICAL VACUUM PUMP REPLACEMENT PROJECT	LEASEIMP	7/1/2013
PVH	P001575	P400NMCDOW	HALLWAY CARPETING	LEASEIMP	7/1/2013
PVH	P001576	P400NMCDOW	PLUMBING/ CABINETS MED SURG RM UPGRADES	LEASEIMP	7/1/2013
PVH	P001578	P400NMCDOW	FIRE DAMPER REPAIRS	LEASEIMP	7/1/2013
PVH	P001579	P400NMCDOW	MEDICAL GAS UPGRADE	LEASEIMP	7/1/2013
PVH	P001580	P400NMCDOW	CELL REPEATERS	LEASEIMP	7/1/2013
PVH	P001581	P400NMCDOW	CENTRICITY CABLE INSTALLATION	LEASEIMP	7/1/2013
PVH	P001589	P400NMCDOW	FINISHING WORK, PATIENT RM UPGRADES	LEASEIMP	8/1/2013
PVH	P001591	P400NMCDOW	INSTALL SHADES AND FURNITURE	LEASEIMP	8/1/2013
PVH	P001592	P400NMCDOW	FLOORING PATIENT ROOMS	LEASEIMP	8/1/2013
PVH	P001593	P400NMCDOW	CALL SYSTEM, ROOM UPGRADE	LEASEIMP	8/1/2013
PVH	P001594	P400NMCDOW	MEDICAL VACCUM AIR	LEASEIMP	8/1/2013
PVH	P001595	P400NMCDOW	HEADWALL INSTALLATION	LEASEIMP	8/1/2013
PVH	P001596	P400NMCDOW	PAINT INSIDE FBC RMS	LEASEIMP	8/1/2013
PVH	P001597	P400NMCDOW	PAINT INSIDE 9 PT ROOMS	LEASEIMP	8/1/2013
PVH	P001598	P400NMCDOW	LIGHTING	LEASEIMP	8/1/2013
PVH	P001599	P400NMCDOW	CHILLER PROJECT	LEASEIMP	8/1/2013
PVH	P001604	P400NMCDOW	MEDICAL VACCUM AIR	LEASEIMP	9/1/2013
PVH	P001605	P400NMCDOW	UPGRADE PATIENT RMS, PAINTING, ACOUSTIC CEILING,	LEASEIMP	9/1/2013
PVH	P001607	P400NMCDOW	MED GAS ALARM PROJECT PLANS	LEASEIMP	9/1/2013
PVH	P001608	P400NMCDOW	CHILLER PROJECT	LEASEIMP	9/1/2013
PVH	P001613	P400NMCDOW	L&D NURSE STATION CONSTRUCTION	LEASEIMP	9/1/2013
PVH	P001617	P400NMCDOW	INSTALL FLOOR BASE IN PATIENT ROOMS	LEASEIMP	10/1/2013
PVH	P001620	P400NMCDOW	CARPETING LOBBY GIFT SHOP AREA	LEASEIMP	10/1/2013
PVH	P001629	P400NMCDOW	MEDICAL GAS UPGRADE	LEASEIMP	11/1/2013
PVH	P001632	P400NMCDOW	INSTALL FLOOR BASE IN PATIENT ROOMS	LEASEIMP	11/1/2013
PVH	P001638	P400NMCDOW	L&D/ OB SECURITY DOOR	LEASEIMP	11/1/2013
PVH	P073268	P400NMCDOW	MEDICAL GAS UPGRADE PROJECT	LEASEIMP	7/1/2014
PVH	P073295	P400NMCDOW	FACILITY UPGRADES FY15	LEASEIMP	5/1/2015

PVH	P073296	HS CIP	P400NMCDOW	ED FINISHED UPGRADES 5009*9012	LEASEIMP	5/1/2015
PVH	P073297		P400NMCDOW	AHU 3 COIL REPLACEMENT 5009*9019	LEASEIMP	5/1/2015
PVH	P073298		P400NMCDOW	SIGNAGE AND EXTERIOR LIGHTING	LEASEIMP	5/1/2015
PVH	P073753	FS MEDICAL TECHNOLOGY	P400NMCDOW	MED GAS VALVE REPLACEMENT PROJECT	LEASEIMP	1/1/2017
PVH	P073766	SCHWARTZ ARCHITECTURE	P400NMCDOW	REPLACE MED GAS AIR DRYER	LEASEIMP	7/1/2017
PVH	P073771	CARSTENS YEARLY ANALYSIS	P400NMCDOW	REPLACE MED GAS AIR DRYER	LEASEIMP	10/1/2017
PVH	P073772	ROSA CONSTRUCTION INC	P400NMCDOW	REPLACE MED GAS AIR DRYER	LEASEIMP	11/1/2017
PVH	P073773	CALIFORNIA UNITED MECHANIC	P400NMCDOW	REPLACE CHILLER COMPRESSOR	LEASEIMP	11/1/2017
PVH	P073774	R&A ENGINEERING SOLUTIONS,	P400NMCDOW	REPLACE MED GAS AIR DRYER	LEASEIMP	1/1/2018
PVH	P073777	ROSA CONSTRUCTION	P400NMCDOW	PVH WATER LINE REPAIR	LEASEIMP	2/1/2018
PVH	P073778	SCHWARTZ ARCHITECTURE	P400NMCDOW	PVH WATER LINE REPAIR	LEASEIMP	2/1/2018
PVH	P073780	MONTGOMERY CORP	P400NMCDOW	REPLACE HOSPITAL AIR DRYER	LEASEIMP	4/1/2018
PVH	P073781	MONTGOMERY CORP	P400NMCDOW	KITCHEN PIPE REPAIR PROJECT	LEASEIMP	4/1/2018
PVH	P073786	FRANK M BOOTH INC	P400NMCDOW	REPLACE AHU-3 SHAFT	LEASEIMP	5/1/2018
PVH	P073787	NICHOLS MELBURG & ROSSETT	P400NMCDOW	TEMP CHILLER	LEASEIMP	5/1/2018
PVH	P073805	MATRIX HG INC	P400NMCDOW	REPLACE TUBE BUNDLE IN DOMESTIC HOT WATER TAN	LEASEIMP	12/1/2018
PVH	P073819		P400NMCDOW	PVH EXTERIOR STEPS & ADA RAMP REPAIRS	LEASEIMP	12/1/2019
PVH	P073825	HEALTH SYSTEM CIP 5109*1800		CIP AHU CONTROL UPGRADE 5109*1800	LEASEIMP	7/1/2020
PVH	P001241		P400NMCDOW	POWER UPGRADES	LEASEIMP	3/1/2010
PVH	P001395		P400NMCDOW	DATA CABLING, CPOE	LEASEIMP	2/1/2012
PVH	P001396		P400NMCDOW	WALL MOUNT FOR COMPUTERS	LEASEIMP	2/1/2012
PVH	P001494		P400NMCDOW	VOICE AND DATA CABLING	LEASEIMP	12/1/2012
PVH	P073782	BLAKESLEE TELECOM	P400NMCDOW	CELL NETWORK EXTENDERS	LEASEIMP	4/1/2018
PVH	P073727	CIP	P400NMCDOW	FA PANEL COOLING 5009*9020	LEASEIMP	3/1/2016
PVH	P073740	HEALTH SYSTEM CIP	P400NMCDOW	IP VIDEO CAMERAS INSTALL	LEASEIMP	6/1/2016
PVH	P073749	HEALTH SYSTEM CIP	P400NMCDOW	FIRE ALARM PANEL UPGRADE *9021	LEASEIMP	11/1/2016
PVH	P073759	HEALTH SYSTEM CIP *0010	P400NMCDOW	CHILLER REPLACEMENT *0010	LEASEIMP	3/1/2017
PVH	P073769	HEALTH SYSTEM CIP *9009	P400NMCDOW	OR STERILE VENTILATION *9009	LEASEIMP	9/1/2017
PVH	P073770	HEALTH SYSTEM CIP *9028	P400NMCDOW	INFANT SECURITY SYSTEM *9028	LEASEIMP	9/1/2017
PVH	P073783	HEALTH SYSTEM CIP *9024	P400NMCDOW	NEW GUEST INFO DISPLAY *9024	LEASEIMP	4/1/2018
PVH	P073784	HEALTH SYSTEM CIP *9038	P400NMCDOW	3D MAMMO *9038	LEASEIMP	4/1/2018
PVH	P073791	ROSA CONSTRUCTION	P400NMCDOW	PRENATAL WALL	LEASEIMP	7/1/2018
PVH	P073792	PETRO-ANALYTICAL, INC	P400NMCDOW	UNDERGROUND STORAGE TANK PIPING	LEASEIMP	7/1/2018
PVH	P073793	ROSA CONSTRUCTION	P400NMCDOW	MORGUE EQUIPMENT REMOVAL	LEASEIMP	7/1/2018
PVH	P073794	MATRIX HG, INC	P400NMCDOW	STAINLESS STEEL WALL PLATE FOR OR WASH AREA	LEASEIMP	7/1/2018
PVH	P073795	HEALTH SYSTEM CIP	P400NMCDOW	ELEVATOR JACK REPAIR *9031	LEASEIMP	7/1/2018
PVH	P073796	HEALTH SYSTEM CIP	P400NMCDOW	AUTOPSY TABLE REMOVAL *9032	LEASEIMP	7/1/2018
PVH	P073806	HEALTH SYSTEM CIP	P400NMCDOW	ROOF OVER ER/BOILER/PATIO *9022	LEASEIMP	12/1/2018
PVH	P073808	LEIDOS	P400NMCDOW	AC05 CONTROLS	LEASEIMP	12/1/2018
PVH	P073809	LEIDOS	P400NMCDOW	AC05 CAV UPGRADE	LEASEIMP	12/1/2018
PVH	P073810	NICHOLS MELBURG & ROSSETT	P400NMCDOW	MED/SURG ROOFING REPLACEMENT	LEASEIMP	12/1/2018
PVH	P073811	LEIDOS	P400NMCDOW	CA SPECIAL BOILERS	LEASEIMP	12/1/2018
PVH	P073816	HEALTH SYSTEM CIP *9026	P400NMCDOW	TEMP HIGH PRESSURE BOILER *9026	LEASEIMP	5/1/2019
PVH	P073817	HEALTH SYSTEM CIP	P400NMCDOW	PVH NPC2,NPC3,ADA *6002	LEASEIMP	11/1/2019
PVH	P073824	HEALTH SYSTEM CIP 5109*0000		CIP LOCAL PROJECTS 5109*0000	LEASEIMP	7/1/2020
PVH	P001657	MEYER & REEDER INC.	P400NMCDOW	L & D NURSE STATION	LEASEIMP	4/1/2014
PVH	P073104		P400NMCDOW	CARPET, INSTALLATION/SR HOSPICE	LEASEIMP	7/29/1997

**Schedule 1.6(c)**  
**Advance Payments**

**#1)**

PG&E Deposit - Acct# 9460118497-4.

A deposit with PG&E was made due to timing of A/P invoices.

<b>GL Acct</b>	<b>Amount</b>
	\$
3644.110705.0000	57,500.00

**#2)**

<b>GL Acct</b>	<b>Amount</b>
	\$
3644.110802.0000	6,065.00



**Schedule 1.6(e)**  
**Licenses**

See attached.

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# Schedule 1.6(e) - Licenses

# Master Inventory - Licenses Permits Accreditations

License/Registrations/Provider Designation	Regulatory Agency	License / Permit #	To Do	DBA (Need to File Fictitious Names)	Description	Expiration Date	Accountable Department	Director/Manager
<b>TJC HCO Identification No</b>	<b>The Joint Commission</b>	<b>10018</b>		<b>Petaluma Valley Hospital</b>	<b>TJC - HCO ID #</b>	<b>2/22/2023</b>		Denise Lincoln Area Director Accreditation Licensing / Regulatory Readiness
<b>CCN (Center Medical Services)</b>	<b>Center Medical Services)</b>	<b>05-1557</b>		<b>Petaluma Valley Hospital</b>	<b>SRM Alliance Hospital Services CMS#</b>			Derek Gibbs NCal Director Finance
	<b>Tax ID#</b>	<b>68-0395200</b>		<b>Petaluma Valley Hospital</b>				
<b>Outpatient Provider: Medi-Cal Provider No.</b>		<b>50136</b>						
<b>Inpatient Provider NPI No.</b>		<b>1235162645</b>						
SRM Alliance Hospital Services	State of California Department of Public Health	110000001		Petaluma Valley Hospital	SRM Alliance Hospital Services 400 North McDowell Blvd, Petaluma	1/18/2021	Performance Improvement	Denise Lincoln Area Director Accreditation Licensing / Regulatory Readiness
Clinical Laboratory	State of California- Health and Human Services Agency	CLIA Number: 05D0605063	Clinical Laboratory Registration	Petaluma Valley Hospital Laboratory	Petaluma Valley Hospital Laboratory 400 N McDowell Blvd, Petaluma, CA 94954 - 2369	1/2/2021	Lab	Karen Anderson Karen Vaner, Clinical Lab Director
Clinical Laboratory Registration	State of California Department of Public Health	Lab ID No. CDF00000595	Clinical Laboratory Registration	Petaluma Valley Hospital	Petaluma Valley Hospital Laboratory 400 N McDowell Blvd, Petaluma, CA 94954 - 2369	#####	Urgent Care	Anne Mwaniki, RN Clinical Manager / Regina Novello, RN Regional Director Dr. Edward West, Medical Chair
Radioactive Material License	State of California Department of Public Health	2769-49	Radioactive Material License	Petaluma Valley Hospital Laboratory	400 North McDowell Blvd Petaluma, CA 94954	#####		Christopher Trebino M.D. Radiation Safety Officer
Steril Compounding License	Board of Pharmacy	License No. LSC 99965	Steril Compounding License	Petaluma Valley Hospital Laboratory	400 North McDowell Blvd Petaluma, CA 94954	1/1/2021	Pharmacy	Blaine Guinn Area Director of Pharmacy
<b>Registrations</b>								
Radiation Registration	California Department of Public Health Certification of Registration Branch	FAC00000462	Radiation Machine Registration	Petaluma Valley Hospital	400 North McDowell Blvd Petaluma, CA 94954	3/31/2021	Medical Imaging	Norman Shore Area Director, Imaging Services
Radiation Registration	California Department of Public Health Certification of Registration Branch	FAC00046468	Radiation Machine Registration	Lynch Creek Imaging Center	110 Lynch Creek Way, STE B Petaluma, CA 94952	3/31/2021	Medical Imaging	Norman Shore Area Director, Imaging Services
Radiation Registration	California Department of Public Health Certification of Registration Branch	FAC00075431	Radiation Machine Registration	St. Joseph Heritage Health Petaluma	110 Lynch Creek Way, STE A Petaluma, CA 94952	1/28/2018	Medical Imaging	Norman Shore Area Director, Imaging Services
Radiation Registration	California Department of Public Health	Reg. No. 00462	Radiologic Technology Diagnostic School	Petaluma Valley Hospital	Radiologic Technology Diagnostic School Santa Rosa Junior College School ID: 1023	8/31/2017	Medical Imaging	Norman Shore Area Director, Imaging Services
Controlled Substance Registration	US Department of Justice and Drug Enforcement Administration	DEA BS5195979	Controlled Substance Registration	Petaluma Valley Hospital Laboratory	400 North McDowell Blvd Petaluma, CA 94954	2/28/2021	Pharmacy	Blaine Guinn Area Director of Pharmacy
<b>Permits</b>								
Air Pressure Tank Operation Permit	State of California Department of Industrial Relations Division of Occupational Safety & Health	A000165-80	air pressure tank permit	Petaluma Valley Hospital	permit to operate a air pressure tank	8/18/2025	Engineering	Subodh Chowdhry Facility Director
Air Pressure Tank Operation Permit	State of California Department of Industrial Relations Division of Occupational Safety & Health	A046714-15	air pressure tank permit	Petaluma Valley Hospital	permit to operate a air pressure tank	8/18/2025	Engineering	Subodh Chowdhry Facility Director
Air Pressure Tank Operation Permit	State of California Department of Industrial Relations Division of Occupational Safety & Health	A000166-80	air pressure tank permit	Petaluma Valley Hospital	permit to operate a air pressure tank	8/18/2025	Engineering	Subodh Chowdhry Facility Director

## Master Inventory - Licenses Permits Accreditations

License/Registrations/Provider Designation	Regulatory Agency	License / Permit #	To Do	DBA (Need to File Fictitious Names)	Description	Expiration Date	Accountable Department	Director/Manager
California Fire Code and Hazardous Materials Permit	COUNTY OF SONOMA DEPARTMENT OF HEALTH & SERVICES	PR0012077	UST permit	Petaluma Valley Hospital	Permit to have hazardous material storage, medical gas system operational	2/28/2020	Engineering	Subodh Chowdhry Facility Director
Conveyance Permit	State of California Department of Industrial Relations Division of Occupational Safety & Health	66598	air pressure tank permit	Petaluma Valley Hospital	Permit to operate a conveyance	9/6/2020	Engineering	Subodh Chowdhry Facility Director
Conveyance Permit	State of California Department of Industrial Relations Division of Occupational Safety & Health	66599	Conveyance Permit	Petaluma Valley Hospital	Permit to operate a conveyance	9/6/2020	Engineering	Subodh Chowdhry Facility Director
Conveyance Permit	State of California Department of Industrial Relations Division of Occupational Safety & Health	Out of order 66597	Conveyance Permit	Petaluma Valley Hospital	Permit to operate a conveyance	out of order	Engineering	Subodh Chowdhry Facility Director
Conveyance Permit	State of California Department of Industrial Relations Division of Occupational Safety & Health	66596	Conveyance Permit	Petaluma Valley Hospital	Permit to operate a conveyance	9/6/2020	Engineering	Subodh Chowdhry Facility Director
Helipad	State of California Department of Transportation Division of Aeronautics	Son-005	Helipad Permit	Petaluma Valley Hospital	Helipad FAA Private Airport Data	NA	Engineering	Subodh Chowdhry Facility Director
BOILER'S 1 & 2	BAAQ	11308	boiler permit	Petaluma Valley Hospital	Permit to operate Boiler	12/1/2020	Engineering	Subodh Chowdhry Facility Director
GENERATORS 1,2,3	BAAQ	11308	Generator permit	Petaluma Valley Hospital	Permit to operate Generators	12/1/2020	Engineering	Subodh Chowdhry Facility Director
Retail Food Facility	County of Sonoma Department of Health Services	Food ID: PR0000818	Food - Extensive Prep (2,000 - 6,000 sq ft)	Petaluma Valley Hospital	400 N McDowell Blvd, Petaluma	9/30/2020	Nutrition Services	Cali Scrivanich Director of Nutrition Services
Medical Waste Permit	County of Sonoma Department of Health Services	ID#: PR0012077	Med Waste - LQG - Hosp. Beds 1-99	Petaluma Valley Hospital	400 N. McDowell Blvd, Petaluma	2/28/2021	Environmental Services	Maurice Allen, Area Manager
Pharmacy Permit	Board of Pharmacy	License No. HSP 42070		Petaluma Valley Hospital	400 N McDowell Blvd, Petaluma	1/1/2021	Pharmacy	Blaine Guinn Area Director of Pharmacy
<b>Accreditations</b>								
Tomography Accreditation	American College of Radiology	CTAP# 52256-01	CT	Petaluma Valley Hospital	Committee on Computed Tomography Accreditation of the Commission on Quality and Safety approved Toshiba AQUILION TSX-101A 2007 Adult and Pediatric, Head/Neck, Chest, Abdomen radiology services	4/10/2022	Medical Imaging	Norman Shore Area Director, Imaging Services
Mammography X-Ray Equipment and Facility Accreditation Certificate	State of California Department of Public Health Radiology Branch	Cert. No 20525	Mammography	Petaluma Valley Hospital	Mammography X-Ray Equipment and Facility Accreditation Certificate Facility Registration No. 462 Machine No. 99	6/8/2022	Medical Imaging	Norman Shore Area Director, Imaging Services
Mammography X-Ray Equipment and Facility Accreditation Certificate	State of California Department of Public Health Radiology Branch	Cert. No 20524	Mammography	Petaluma Valley Hospital	Mammography X-Ray Equipment and Facility Accreditation Certificate Facility Registration No. 462 Machine No. 4	6/8/2022	Medical Imaging	Norman Shore Area Director, Imaging Services
Mammography X-Ray Equipment and Facility Accreditation Certificate	State of California Department of Public Health Radiology Branch	Cert. No 20526	Mammography	Petaluma Valley Hospital	Mammography X-Ray Equipment and Facility Accreditation Certificate Facility Registration No. 462 Machine No. 3	6/8/2022	Medical Imaging	Norman Shore Area Director, Imaging Services
Certified Mammography Facility	US Department of Health and Human Services FDA		Mammography	Petaluma Valley Hospital		6/8/2022	Medical Imaging	Norman Shore Area Director, Imaging Services

## Master Inventory - Licenses Permits Accreditations

License/Registrations/Provider Designation	Regulatory Agency	License / Permit #	To Do	DBA (Need to File Fictitious Names)	Description	Expiration Date	Accountable Department	Director/Manager
Mammography Imaging Services	American College of Radiology	MAP# 02030-0			Lorad Medical Systems Inc. Selenia Dimensions 2017 DBT	6/8/2022	Medical Imaging	Norman Shore Area Director, Imaging Services
Mammography Imaging Services	American College of Radiology	MAP# 02030-04			Lorad Medical Systems Inc. Selenia Dimensions 2017	6/8/2022	Medical Imaging	Norman Shore Area Director, Imaging Services
EPA ID Number	Hazardous Waste	CAD983642067		Petaluma Valley Hospital	Lynch Creek Imaging 110 Lynch Creek Way STEB Petaluma Ca			
EPA ID Number	Hazardous Waste	CAL000408811		Petaluma Valley Hospital	Lynch Creek Chemotherapy 110 Lynch Creek Way Ste A Petaluma Ca			
EPA ID Number	Hazardous Waste	CAR000094367		Petaluma Valley Hospital	Petaluma Valley Hospital 400 N McDowell Blvd, Petaluma, CA 94954 - 2369			

**Schedule 1.6(f)**  
**Personal Property Leases**

1. General Electric Capital Corporation Equipment Lease #7971464-001; effective date – November 30, 2015; expiration date November 29, 2020

**Schedule 1.6(g)**  
**Contracts**

See attached.

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Contract ID	Company Name	Contract Title	Description	Type Name	Effective Date
7204	Sonoma County Office of Education	Facility Use Agreement		Vendor Template	1/1/2020
5929	St. Joseph Heritage Healthcare	Interim MDA for Critical Care	Interim Med Dir: Peter Rothenberg, M.D.	Physician Medical Director Agreement	1/13/2017
6195	Northfield, Mark MD	PSA for Chart Review		Physician Professional Services Agreement	10/24/2017
6397	Aretaeus Telemedicine Inc. d/b/a OffSite Care, Inc.	Telemedicine Services and Critical Care Intensivist Services	Telemedicine	Physician Professional Services Agreement	6/1/2018
3421	MediComp Inc.	Diagnostic Testing		Vendor Template	11/5/2001
3926	St. Joseph Heritage Healthcare	PSA/ASA for Hospitalist	ASA: Jana Fix, MD	Physician Pro Svc and Admin Services Agreement	7/1/2012
3410	Petaluma Surgical Associates, LLC	Operating Room Management		Physician Other Agreements	12/4/2008
5220	InTouch Health	Purchase and Maintenance of Robot		Vendor Template	12/30/2013
5063	Redwood, Fiona MD	On Call for OB/GYN		Physician On-Call Agreement	1/1/2015
4650	Petaluma Emergency Physicians Medical Group	Exclusive PSA/MDA for ED	Med Dir: Fong	Physician Pro Svc and Med Dir Agreement	12/1/2013
5786	Northfield, Mark MD	On Call for Orthopedic Surgery		Physician On-Call Agreement	9/1/2016
5787	Harf, Robert MD	On Call for Orthopedic Surgery		Physician On-Call Agreement	9/1/2016
5798	Petaluma Emergency Physicians Medical Group	LOA for Requested Disclosure to Billing Agent		Physician Other Agreements	6/3/2016
5801	Santa Rosa Orthopaedic Medical Group, Inc.	On Call for Orthopedic Surgery		Physician On-Call Agreement	9/16/2016
6093	St. Joseph Heritage Healthcare	On Call for Orthopedic Surgery		Physician On-Call Agreement	7/14/2017
3676	Petaluma Health Care District	Expenditures	Petaluma Valley Hospital	Lease Agreement	3/1/1978
7279	California Emergency Medical Services Authority	California Health Corps Staff Services Agreement	REMOVE FROM REPORTS.	Vendor Template	3/4/2020
6670	Southwest Medical Holdings, LLC	Equipment Rental for GE Mobile MRI		Vendor Template	3/8/2019
5645	oneSource Document Management Services	User Agreement for Surgical Instrument & Equipment Database		Vendor Template	3/30/2016
3544	UCLA IMPACT Program	Hospital Services Agreement (Prostate Cancer Prgm)		Vendor Template	4/1/2005
4418	Atchison, M., CRNA, Inc.	Exclusive On-Call PSA for Obstetrical Anesthesia		Physician Pro Svc and On-Call Agreement	6/1/2013
5716	Stat Radiology Medical Corporation	Credentialing Verification Services		Physician Other Agreements	6/7/2016
3387	Cardservice International	Merchant Agreement		Vendor Template	6/18/2007
3459	Sierra Donor Services	Statement of Agreement for Tissue Donation	Organ procurement services 24/7	Vendor Template	6/28/2010
6343	Anesthesia and Analgesia Medical Group, Inc.	MDA for Surgery	Med. Dir.: William Kinane, MD	Physician Medical Director Agreement	4/1/2018
5892	Anesthesia and Analgesia Medical Group, Inc.	Exclusive PSA for Anesthesiology		Physician Professional Services Agreement	1/1/2017
3394	County of Sonoma Department of Health Services	MOU for Vaccinations		Memo/Letter of Understanding	7/1/2007
4729	Petaluma Surgical Associates, LLC	Managing Physician Director for OR	Med Dir: M. Johnson, DPM	Physician Medical Director Agreement	2/4/2014
5317	CVS Pharmacy aka Longs Drug Stores California	Pharmacy Services Agreement (340B Retail)		Health System Non-Standard	7/1/2015
5318	Walgreen Co.	340B Contract Pharmacy Services		Vendor Template	7/1/2015
6814	Lally, Patrick MD	ASA for Medical Staff President		Physician Admin Services Agreement	7/1/2019
6815	Walter, Christopher DO	ASA for Medical Staff Vice-President		Physician Admin Services Agreement	7/1/2019
6816	Choe, Jonathan MD	ASA for Professional Practice		Physician Admin Services Agreement	7/1/2019
6817	Clark, Julie MD	Evaluation Committee Chair		Physician Admin Services Agreement	7/1/2019
5333	Wal-Mart Stores, Inc.	ASA for Credentials Committee Chair		Vendor Template	7/13/2015
6439	Clark, Julie MD	340B Pharmacy Services		Physician Professional Services Agreement	7/19/2018
5590	Fong, H. Loren MD, FACEP	PSA for Chart Review		Physician Professional Services Agreement	11/11/2015
6440	Women's OB/GYN Medical Group, Inc.	On Call for OB/GYN		Physician On-Call Agreement	8/1/2018
6442	Northern California Medical Associates, Inc.	PSA for EKG Readings		Physician Professional Services Agreement	8/1/2018
6443	St. Joseph Heritage Healthcare	PSA for EKG Readings		Physician Professional Services Agreement	8/1/2018
7260	Peterson Power Systems, Inc.	Service Agreement for Generators		Vendor Template	8/7/2020
3386	Sonoma County Department of Health Services, Public Health Division	MOU between Healthcare & Emergency Organizations to coordinate services in disaster situations		Memo/Letter of Understanding	10/1/2006
3538	Petaluma City Schools	Work Exploration Program Agreement	High school students to learn about medical careers at PVH	Vendor Template	9/1/2008
5398	Schwartz Center for Compassionate Healthcare	Member Agreement for Schwartz Center Rounds		Vendor Template	8/31/2015
6474	Zecherle, John MD	PSA for Chart Review		Physician Professional Services Agreement	9/1/2018
6475	Kuzma, Kristin MD dba Kristin Kuzma, Inc.	PSA for Chart Review		Physician Professional Services Agreement	9/1/2018
6718	Johnson, Michael DPM	PSA for Chart Review		Physician Professional Services Agreement	5/1/2019
3501	California Dept. of Health Care Services	Emergency Services Agreement (CDC & Prevention Emergency Preparedness-Chempack)	Disaster services	Vendor Template	9/6/2005
6497	St. Joseph Heritage Healthcare	On Call for OB/GYN		Physician On-Call Agreement	9/24/2018
3542	Omnicell, Inc fka Pandora Data Systems, Inc.	Software License & Service Agreement		Vendor Template	3/6/2006
3531	CTS Holdings, LLC	Merchant Credit, Debit, and EBT Agreement		Vendor Template	10/10/2005
6549	Hollander, John DPM	PSA for Chart Review		Physician Professional Services Agreement	10/18/2018
3585	Regents of the University of California, San Francisco	Medical, Pharmacy & Nursing programs		Vendor Template	3/1/2007
5473	St. Joseph Heritage Healthcare	Affiliation Agreement		Physician On-Call Agreement	1/1/2016
7099	Accredo Health Group, Inc.	On Call for Cardiology		Vendor Template	1/1/2020
6283	Donor Network West fka California Transplant Donor Network	340B Contract Pharmacy Services		Vendor Template	1/9/2018
6651	St. Joseph Heritage Healthcare	Affiliation Agreement for Organ and Tissue Donation		Physician On-Call Agreement	2/25/2019
5578	Janian, Norick MD	On Call for Neurology		Physician On-Call Agreement	2/25/2016
6652	Sutter Bay Medical Foundation fka Sutter West Bay Medical Foundation d.b.a.	On Call for Neurology		Physician On-Call Agreement	3/11/2019
5591	Sutter Pacific Medical Foundation	ASA for Well Being Committee Chair		Physician Admin Services Agreement	4/1/2016
6023	Buren, Susan MD	MOA for Definitive Medical Care		Memo/Letter of Understanding	4/24/2017
6023	National Disaster Medical System (NDMS)				

5677	Memorial Hospice	Hospital Services Agreement Non-Reciprocal Patient Transfer Agreement	PVH provides IP and OP services to Memorial Hospice patients.	Health System Non-Standard	5/1/2016
6399	North Bay Endoscopy Center, LLC		dba The Endoscopy Center	Transfer Agreement	6/5/2018
7068	Vic the Picc, LLC	PICC Insertion Services		Independent Contractor Agreement	11/6/2019
7077	Bomar, Rochelle L., DPM	ASA for Ethics Committee Chair		Physician Admin Services Agreement	1/1/2020
7106	Avella of Deer Valley, Inc and Optum Pharmacy 703, LLC	340B Pharmacy Services		Vendor Template	1/1/2020
7149	Providence Medical Institute	Telemedicine Services	Acute Telestroke and Acute Telepsychiatry NS provides Meals on Wheels weekends & holidays.	Physician Pro Svc and Admin Services Agreement	1/9/2020
3539	Petaluma People Services Center	Catered Meals On Call for Pediatrics or Family Medicine		Vendor Template	7/1/2007
6429	Petaluma Health Center, Inc.	On Call for Pediatrics		Physician On-Call Agreement	7/1/2018
7139	Cueto-Salas, Martha MD			Physician On-Call Agreement	3/1/2020
7140	Northern California Medical Associates, Inc	On Call for Cardiology		Physician On-Call Agreement	3/1/2020
7131	St. Joseph Heritage Healthcare	On Call for Pediatrics Physician Supervision for Pulmonary Wellness Program		Physician On-Call Agreement	3/1/2020
7177	St. Joseph Heritage Healthcare	PSA for Chart Review	Dr. Peter Rothenberg	Physician Other Agreements	4/1/2020
7207	St. Joseph Heritage Healthcare	Referral of Personnel (for Strike/Work Stoppage)		Physician Professional Services Agreement	6/1/2020
6873	RapidStaff, LLC	ASA for Surgery Department Chair	REMOVE FROM REPORTS	Vendor Template	6/11/2019
5715	Harf, Robert MD	ASA for Medicine Department Chair		Physician Admin Services Agreement	7/1/2016
6425	Edouard, Philippe R. MD	PSA for Chart Review		Physician Admin Services Agreement	7/1/2018
7206	Cueto-Salas, Martha MD	PSA for ECHO Readings		Physician Professional Services Agreement	7/1/2020
7191	St. Joseph Heritage Healthcare	PSA for Chart Review		Physician Professional Services Agreement	7/1/2020
7220	Kosinski, Anthony P. MD	PSA for Chart Review		Physician Professional Services Agreement	7/1/2020
7221	Mariano, Elpidio MD	PSA for Chart Review		Physician Professional Services Agreement	7/1/2020
7211	Redwood, Fiona MD	PSA for Chart Review		Physician Professional Services Agreement	7/1/2020
6661	St. Joseph Heritage Healthcare	On Call for General Surgery		Physician On-Call Agreement	3/1/2019
7263	Northern California Medical Associates, Inc	PSA for ECHO Readings		Physician Professional Services Agreement	8/24/2020
6321	Bozuk, Michael I. MD dba Bozuk & Associates Surgical, Inc.	On Call for General Surgery		Physician On-Call Agreement	3/1/2018
6322	Leoni, Peter V. MD	On Call for General Surgery		Physician On-Call Agreement	3/1/2018
6917	U.S. Nursing Corporation	Job Action Staffing (for Strikes)	REMOVE FROM REPORTS.	Vendor Template	9/16/2019
5639	Redwood Radiology Group, Inc.	Exclusive PSA for Radiology Services California Integrated Vital Records System (Cal-IVRS) Facility Participation	Telemed	Physician Professional Services Agreement	4/1/2016
6795	California Dept. of Public Health	Non-Reciprocal Patient Transfer Agreement		Vendor Template	1/3/2019
5685	DuMolin Community Living	Espresso Booth Services		Transfer Agreement	6/11/2016
7261	Dr. Bean's Coffee	Receiving Hospital Agreement (EMS) Designation		Independent Contractor Agreement	7/15/2020
5335	County of Sonoma			Vendor Template	7/1/2015
3673	Redwood Radiology Properties, LLC				



**Schedule 1.8(i)**  
**Excluded Assets**

1. Leasehold interest held by Seller for 1425 N. McDowell Blvd, Suite 103, Petaluma, California and related storage area, and personal property located therein that is owned or leased by the Seller.
2. Leasehold interest held by Seller for storage space in Novato, California and the records maintained therein.
3. Vehicle – Toyota Camry.
4. District retirement and other benefit plans and assets attributable thereto.
5. All of Seller's insurance policies and rights thereunder.
6. All governmental authorizations of the Seller.
7. All rights of Seller in connection with the transactions contemplated hereby.

**Schedule 2.2(c)**  
**Seller Authority; Validity; No Breach**

1. The matters set forth in Section 4.8 of the Agreement, and specifically, those Licenses set forth in Schedule 1.6(e).
2. Seller must obtain Approval Election as described in Sections 6.6 and 7.9 of the Agreement.

**Schedule 2.3**  
**Seller Consents and Approvals**

1. Seller must obtain Approval Election as described in Sections 6.6 and 7.9 of the Agreement.
2. Except for matters set forth in Section 4.8 of the Agreement, and specifically, those Licenses set forth in Schedule 1.6(e).

**Schedule 2.4**  
**Absence of Undisclosed Liabilities**

1. Underground tanks on the Owned Real Property are subject to a tax imposed by the California Board of Equalization.
2. Property Condition Report issued by Partner Engineering and Science, Inc. dated March 3, 2016 (Partner Project Number: 15-143327.1).
3. Property condition report issued by Partner Engineering and Science, Inc. dated May 22, 2020 (Partner Project Number: 20-281289.1).

**Schedule 2.5(b)**  
**Title to and Condition of Real Property**

None.

**Schedule 2.5(d)**  
**Violation of any Easements, Covenants, Zoning**

1. Property Condition Report issued by Partner Engineering and Science, Inc. dated March 3, 2016 (Partner Project Number: 15-143327.1)
2. Property condition report issued by Partner Engineering and Science, Inc. dated May 22, 2020 (Partner Project Number: 20-281289.1)
3. Seller is aware that actions were taken by SRM to remediate such mold but has no current knowledge regarding the current level of compliance except as such mold is referenced in Property Condition Report issued by Partner Engineering and Science, Inc. dated March 3, 2016 (Partner Project Number: 15-143327.1) and Property Condition Report issued by Partner Engineering and Science, Inc. dated May 22, 2020 (Partner Project Number: 20-281289.1)
4. Seller is aware of asbestos containing materials (ACM) on the Owned Real Property but has not conducted any asbestos survey or remediation action and is unaware of the level of compliance on the Owned Real Property for ACM.

**Schedule 2.5(e)**  
**Seller's Reports**

1. Phase I Environmental Site Assessment issued by Clayton Environmental Consultants date October 28, 1996 (Project No. 67717.00).
2. Property Condition Report issued by Partner Engineering and Science, Inc. dated March 3, 2016 (Partner Project Number: 15-143327.1).
3. Property Condition Report issued by Partner Engineering and Science, Inc. dated May 22, 2020 (Partner Project Number: 20-281289.1).
4. County of Sonoma Department of Health Services Letter dated October 25, 2001 and Case Closure Summary dated August 30, 2000.regarding site investigation, environmental remediation and underground storage tank removal. Site #0008825, SFBRWQCB #49-0117.

The items listed in this Schedule, as of the date of such item and to Seller's knowledge, contain no material inaccuracies.

**Schedule 2.6**  
**Litigation or Claims**

None.



**Schedule 2.7**  
**Environmental Matters**

1. Seller is aware that actions were taken by SRM to remediate such mold but has no current knowledge regarding the current level of compliance except as such mold is referenced in Property Condition Report issued by Partner Engineering and Science, Inc. dated March 3, 2016 (Partner Project Number: 15-143327.1) and Property Condition Report issued by Partner Engineering and Science, Inc. dated May 22, 2020 (Partner Project Number: 20-281289.1).
2. Seller is aware of asbestos containing materials (ACM) on the Owned Real Property but has not conducted any asbestos survey or remediation action and is unaware of the current level of compliance for ACM.
3. Seller is aware of underground storage tanks on the Owned Real Property but except as disclosed in Seller's Reports, is unaware of the current level of compliance and has not conducted any investigation regarding same.

**Schedule 2.7(a)**  
**Disclosure of Environmental Claims**

Seller received complaints from employees of the hospital operated by SRM in [20\_\_] alleging the presence of mold in the hospital. Seller is aware that actions were taken by SRM to remediate such mold but has no current knowledge regarding the current level of compliance except as such mold is referenced in Property Condition Report issued by Partner Engineering and Science, Inc. dated March 3, 2016 (Partner Project Number: 15-143327.1) and Property Condition Report issued by Partner Engineering and Science, Inc. dated May 22, 2020 (Partner Project Number: 20-281289.1)

**Schedule 2.8**  
**Brokers**

Letter Agreement with Marine Consulting Services, LLC Dated January 17, 2020.

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**Schedule 3.2(c)**  
**Conflict or Violation (Purchaser)**

None.

**Schedule 3.3**  
**Consents and Approvals (Purchaser)**

[To be provided]

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**Schedule 9.1**  
**Permitted Exceptions**

1. General and special taxes and assessments for the fiscal year 2020-2021, a lien not yet due and payable; solely to the extent pertaining to the period of time after the Closing. (Schedule B Exception 7)
2. The land lies within the boundaries of proposed community facilities District No. 2000-02, as disclosed by a map filed October 20, 2000 in [Book 613, Page 42](#) of maps of assessment and community facilities districts. (Schedule B Exception 11)
3. The effect of a map purporting to show the land and other property, filed in [Book 264, Page 14](#) of Record of Surveys. (Schedule B Exception 12)
4. An easement for roadway and incidental purposes, recorded December 17, 1976 as Instrument No. R77622 in [Book 3166, Page 249](#) of Official Records. (Schedule B Exception 13)  
In Favor of: City of Petaluma  
Affects: The location as shown on the Survey prepared by Blew & Associates, P.A. for Commercial Due Diligence Services, dated Preliminary , under Job No. 20-08-0241." As described therein  
  
~~The location of the easement cannot be determined from record information.~~
5. An easement for right of way, water main and incidental purposes, recorded March 07, 1980 as Instrument No. [80-13419](#) of Official Records. (Schedule B Exception 15)  
In Favor of: City of Petaluma  
Affects: The location as shown on the Survey prepared by Blew & Associates, P.A. for Commercial Due Diligence Services, dated Preliminary , under Job No. 20-08-0241.") As described therein
6. The terms and provisions contained in the document entitled "Agreement" recorded July 28, 1980 as Instrument No. [80043058](#) of Official Records. (Exception 16)
7. Survey prepared by Blew & Associates, P.A. for Commercial Due Diligence Services, dated September 28, 2020, under Job No. 20-08-0241, shows the following:
  1. Building 4 enroaches into 10" utility easement by 1.4'. (Exception 19)

**Schedule 11.2**  
**Charity Care; Community Benefit Program**

[To be provided]

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**Schedule 13.1**  
**Tax Matters; Allocation of Purchase Price**

[To be provided.]

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