IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION

In re:	)	Chapter 11
GENESIS CARE PTY LIMITED, *et al.*,[1]	)	Case No. 23-90614 (MI)
	)	(Jointly Administered)
Reorganized Debtors.	)	

REORGANIZED DEBTORS' MOTION FOR ENTRY OF AN ORDER ENFORCING INVESTMENT AGREEMENT APPROVED PURSUANT TO THE BIDDING PROCEDURES ORDER

If you object to the relief requested, you must respond in writing specifically answering each paragraph of this pleading. You must file your response electronically at https://ecf.txsb.uscourts.gov within 21 days from the date this motion was filed unless the Court orders otherwise.

If no responsive pleading is filed timely, the Court may treat the motion as unopposed and grant the relief requested. Represented parties should act through their attorney.

The above-captioned reorganized debtors (collectively, the "Reorganized Debtors," and prior to the Effective Date of the Plan (as defined below), collectively, the "Debtors") in these chapter 11 cases (the "Chapter 11 Cases") hereby submit this motion (the "Motion") for entry of an order, substantially in the form attached hereto as **Exhibit A** (the "Order"), enforcing the Agreements (as defined below) approved pursuant to the *Order (I) Approving the Bidding Procedures, (II) Approving Bid Protections, (III) Establishing Related Dates and Deadlines, (IV) Approving the Form and Manner of Notice Thereof, (V) Approving Contract Assumption and Assignment Procedures, and (VI) Granting Related Relief* [Docket No. 321] (the "Bidding

[1] A complete list of each of the Reorganized Debtors in these chapter 11 cases may be obtained on the website of the Reorganized Debtors' claims and noticing agent at https://restructuring.ra.kroll.com/GenesisCare. The location of the Reorganized Debtors' principal place of business and their service address in these Chapter 11 Cases is: 1419 SE 8th Terrace, Suite 200, Cape Coral, Florida 33990.

Procedures Order").[2] In support of the Motion, the Reorganized Debtors submit the *Declaration of Sybil Rajan in Support of Reorganized Debtors' Motion for Entry of an Order Enforcing Investment Agreement Approved Pursuant to the Bidding Procedures Order* (the "Rajan Declaration"), attached hereto as **Exhibit B** and fully incorporated by reference herein. In further support of the Motion, the Reorganized Debtors respectfully state as follows:

JURISDICTION AND VENUE

1. The United States Bankruptcy Court for the Southern District of Texas (the "Court") has jurisdiction over this matter pursuant to 28 U.S.C. § 1334. This matter is a core proceeding within the meaning of 28 U.S.C. § 157(b). The Reorganized Debtors confirm their consent to the Court's entry of a final order in connection with this motion.

2. Venue is permissible pursuant to 28 U.S.C. §§ 1408 and 1409.

3. The bases for the relief requested herein are sections 105, 363, 1141, and 1142(b) of title 11 of the United States Code, 11 U.S.C. §§ 101–1532 (the "Bankruptcy Code").

BACKGROUND

a. The Chapter 11 Cases

4. On June 1, 2023 (the "Petition Date"), each of the Debtors filed a voluntary petition for relief under chapter 11 of the Bankruptcy Code. On June 1, 2023, the Court entered an order [Docket No. 24] authorizing the joint administration and procedural consolidation of the Chapter 11 Cases pursuant to Bankruptcy Rule 1015(b). No request has been made for the appointment of a trustee or examiner in these Chapter 11 Cases. On June 15, 2023, the United States Trustee for

[2] Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Bidding Procedures Order.

the Southern District of Texas (the "U.S. Trustee") appointed an official committee of unsecured creditors pursuant to section 1102 of the Bankruptcy Code [Docket No. 174] (the "Committee").

5. On November 22, 2023, the Court confirmed the *First Amended Joint Plan of Genesis Care Pty Limited and Its Debtor Affiliates Pursuant to Chapter 11 of the Bankruptcy Code* (the "Plan") and entered the *Order (I) Approving the First Amended Disclosure Statement and (II) Confirming the First Amended Joint Plan of Genesis Care Pty Limited and Its Debtor Affiliates Pursuant to Chapter 11 of the Bankruptcy Code (Further Technical Modifications)* [Docket No. 1192] (the "Confirmation Order"). The Confirmation Order is final, non-appealable, and not subject to any pending appeal.

6. On February 16, 2024, the Debtors substantially consummated the Plan, and the effective date of the Plan occurred.

7. Subsequent to the Petition Date, McDermott Will & Emery LLP ("McDermott") was retained in these Chapter 11 Cases pursuant to the *Order Authorizing the Retention and Compensation of Certain Professionals Utilized in the Ordinary Course of Business* [Docket No. 196]. McDermott provides services to the Reorganized Debtors related to, among other things, certain corporate and transactional law matters.

b. Bidding Procedures Order

8. The Court entered the Bidding Procedures Order on July 19, 2023.

9. In relevant part, the Bidding Procedures Order authorized the Debtors to conduct a marketing and auction process for a sale of certain of the Debtors' assets through one or more investment agreements or asset purchase agreements.

10. Pursuant to Section XVII of the Bidding Procedures, the Debtors reserved the right to modify the Bidding Procedures in their reasonable business judgment in any manner that would

best promote the goals of the Bidding Procedures, which included canceling the Auction. As such, the Reorganized Debtors, in accordance with the Bidding Procedures Order and in consultation with the Consultation Parties, elected to forgo an Auction with respect to the sale of the Acquired Assets discussed herein.

c. Sale of Assets to MRKS, Inc.

11. On December 7, 2023, US Cancer Care, Inc. (the "Seller") and GenesisCare USA Holdings, Inc. (the "Seller's Representative" and together with the Seller, the "Seller Parties") entered into that certain *Investment Agreement* (as amended, the "Investment Agreement") with MRKS, Inc. (the "Purchaser" or "MRKS") and (ii) Maureen Raynaud, MD and Kevin Sanders, MD (individually, a "Guarantor" and collectively, the "Guarantors"). A copy of the Investment Agreement is attached to the Rajan Declaration as Exhibit 1.

12. As further described below, the Investment Agreement concerned the sale of all of the Seller's Equity Interests (as that term is defined in the Investment Agreement) in GenesisCare USA Salinas Valley Memorial Radiation Therapy Management, LLC, as well as the Acquired Contracts (defined below) held by the Seller (the "Transaction").

13. Pursuant to the Bidding Procedures Order, the Reorganized Debtors filed the *Notice of Winning Bidders for Certain of the Debtors' Acquired Assets* [Docket No. 1279] (the "Transaction Notice"). A copy of the Transaction Notice is attached hereto as **Exhibit C**.

14. The "Purchase Price" under the Investment Agreement originally was $3.6 million. *See Investment Agreement* § 1.2(a). On March 11, 2024, the Seller Parties, the Guarantors, and the Purchaser executed the *First Amendment to Investment Agreement* (the "Investment Agreement Amendment"). A copy of the Investment Agreement Amendment is attached as Exhibit 2 to the

Rajan Declaration. The Investment Agreement Amendment, among other things, modified the purchase price under the Investment Agreement to $2.4 million.

15. Additionally, on March 11, 2024, MRKS and GenesisCare USA, Inc. (the "Provider"), among others, entered into the *Transition Services Agreement* (as amended, the "Transition Services Agreement"), pursuant to which the Provider provided certain services to MRKS in order to provide for an orderly transition of operations from Seller to Purchaser. A copy of the Transition Services Agreement is attached as attached as Exhibit 3 to the Rajan Declaration.

16. The Provider and MRKS also entered into that certain *Employee Leasing Agreement* dated March 11, 2024 (as amended, the "Employee Leasing Agreement" and together with the Investment Agreement and Transition Services Agreement, the "Agreements"), pursuant to which Provider leased the services of certain employees to MRKS. A copy of the Employee Leasing Agreement is attached to the Rajan Declaration as Exhibit 4. For avoidance of doubt, the obligations of MRKS under the Agreements extend to the Guarantors. *See* Investment Agreement § 6.8 and Transition Services Agreement § 14(o).

17. An amendment to the Transition Services Agreement and the Employee Leasing Agreement was executed on May 2, 2024 (the "First TSA/ELA Amendment"). A copy of the First TSA/ELA Amendment is attached to the Rajan Declaration as Exhibit 5. The First TSA/ELA Amendment included, among other things, an amendment to (i) the Transition Services Agreement to extend the duration of services provided to June 2, 2024; and (ii) the Employee Leasing Agreement to extend the duration of services provided by certain employees to June 2, 2024.

18. A second amendment to the Transition Services Agreement and the Employee Leasing Agreement was executed on May 16, 2024 (the "Second TSA/ELA Amendment"). A copy of the Second TSA/ELA Amendment is attached to the Rajan Declaration as Exhibit 6. The Second

TSA/ELA Amendment, among other things, extended the date of certain services provided under the Transition Services Agreement from June 2, 2024 to June 30, 2024.

19. The Transaction closed on or around March 11, 2024 (the "Closing").

20. The Investment Agreement explicitly provides that the Court has jurisdiction to determine "any questions concerning the construction, interpretation, validity, and enforceability of [the Investment Agreement]." *See* Investment Agreement § 9.13. A similar jurisdictional governance provision exists in the Transition Services Agreement. *See* Transition Services Agreement § 14(k). Furthermore, the Court retains exclusive jurisdiction with respect to all matters arising from or related to the implementation, interpretation, and enforcement of the Bidding Procedures Order. *See* Bidding Procedures Order ¶ 38.

RELIEF REQUESTED

21. By this Motion, the Reorganized Debtors seek entry of an order directing MRKS to (i) reimburse the Past Due Amount (defined below) to the Seller and (ii) transfer the Overpayment Amount (defined below) to the Seller, each in accordance with the Agreements and as more fully set forth below.

BASIS FOR REQUESTED RELIEF

22. A bankruptcy court "plainly ha[s] jurisdiction to interpret and enforce its own prior orders." *Travelers Indem. Co. v. Bailey*, 557 U.S. 137, 151 (2009); *In re Rodriguez*, 252 F.3d 435 (5th Cir. 2011) (noting that a bankruptcy court "retains jurisdiction to interpret and enforce its own orders to ensure their proper execution"). As such, this Court is able to interpret matters relating to the Bidding Procedures Order and the corresponding Investment Agreement.

23. Moreover, as mentioned above, the Investment Agreement expressly provides that this Court has jurisdiction with respect to issues of interpretation arising from the Investment Agreement, and by extension, the Transition Services Agreement and Employee Leasing Agreement. Accordingly, MRKS and the Guarantors, in signing the Agreements, consented to the jurisdiction of this Court with respect to disputes over interpretations of the Agreements.

24. Additionally, this Court has the power to enforce the Bidding Procedures Order against non-Debtors, such as MRKS, whose cooperation is a logistical necessity to effect the implementation of the Bidding Procedures Order and consummation of the Transaction. *See, e.g. In re Yellow Corp.*, Case No. 23-11069 (CTG) (Bankr. D. Del. Feb. 14, 2024) (granting a motion by the debtors to enforce a sale order by requiring a non-debtor to perform all obligations under the asset purchase agreement, including the payment of the agreed purchase price, which had been withheld), *see also In re Deel, Inc.*, No. 10-11310, 2011 WL 9012049 (Bankr. D. Del. Feb. 8, 2011) (granting in part a motion, filed by the purchaser of a debtor's assets, to enforce the sale order against a non-debtor who continued to use purchased intellectual property in violation of a provision in the sale order prohibiting it from doing so).

25. Here, MRKS has breached the Agreements as set forth below.

i. Refusal to Remit PTO Payments

26. Under Section 1.1 of the Investment Agreement, MRKS acquired the "Equity Interests and the Acquired Contracts (including the Assumed Liabilities)." *See* Investment Agreement § 1.1. Furthermore, MRKS agreed to "irrevocably assume and hereby agrees to pay, satisfy, discharge and perform all of the Liabilities of Seller (or with respect to Taxes, if applicable, Seller's applicable Affiliate), its Subsidiaries and Affiliates to the extent related to or arising out of the Acquired Contracts (collectively, the "Assumed Liabilities")." *Id.*

27. The Investment Agreement Amendment added Section 1.1(c) to the Investment Agreement, which states:

> On or prior to the Closing Date, the Purchaser shall enter into the Employee Leasing Agreement attached hereto as Exhibit D (the "Employee Leasing Agreement") for a period not to exceed sixty (60) days following the Closing. At least ten (10) Business Days prior to the last day of the term of the Employee Leasing Agreement (the "Transfer Date"), the Purchaser or one of its Affiliates shall make offers of employment to each of the employees set forth on Schedule A of the Employee Leasing Agreement (and each such employee who accepts such offer and actually commences employment by the Purchaser or one of its Affiliates shall be referred to herein as a "Transferred Business Employee"). The Purchaser shall assume all accrued and unpaid Liabilities related to each Transferred Business Employee in respect of vacation, sick leave, and other paid time off arising prior to, on, or following the Transfer Date. For the avoidance of doubt, the Purchaser shall be responsible for any and all Liabilities of Seller or any of its Affiliates in respect of the Transferred Business Employees, accruing or arising at or prior to the Transfer Date."

Investment Agreement § 1.1(c)

28. Pre-Closing, the Seller had accumulated certain balances reflecting accrued but unused and unpaid paid time off ("PTO") with respect to certain Transferred Business Employees (as defined in the Investment Agreement) to be terminated by Seller and hired by MRKS. Pursuant to California law, the Seller was required to pay to certain Transferred Business Employees' PTO upon termination by the Seller. *See* Cal. Lab. Code § 227.3 ("[W]henever a contract of employment or employer policy provides for paid vacations, and an employee is terminated without having taken off his vested vacation time, all vested vacation shall be paid to him as wages at his final rate in accordance with such contract of employment or employer policy respecting eligibility or time served"). Per the California Division of Labor Standards, the sale of a business constitutes a termination of employment. *See* Cal. Div. Lab. Standards Enforcement, Policies and

Interpretations Manual §§ 3.2.2.1 (citing *Chapin v. Fairchild Camera etc. Corp.*, 31 Cal.App.3d 192 (Cal. App. 1973)), 4.2.3(b).

29. Notwithstanding the above provision of the California Labor Code, the California Division of Labor Standards has also held that a seller may transfer benefits obligations, such as the obligation to pay owed paid time off obligations, to a seller ***if*** each affected employee consents to the transfer. *See* Cal. Div. Lab. Standards Enforcement, Policies and Interpretations Manual § 15.1.11 ("[A]n obligor (the employer who owes the wages or benefits) may [] substitute another obligor (the buyer) in his or her place with[] the express written consent of the obligee (the employee)"). Accordingly, pursuant to § 15.1.11, MRKS could have obtained consents to assume the Transferred Business Employees' PTO, but MRKS did not do so, and the Seller accordingly was obligated under California law to pay the PTO.

30. In accordance with the Investment Agreement and applicable California law, post-Closing, the Seller paid to certain Transferred Business Employees' PTO balances due to them upon termination in an aggregate amount of $127,157.08 (collectively, the "PTO Payout Amount"). A record of these payments is attached to the Rajan Declaration as Exhibit 7. For its part, the clear language of Section 1.1(c) of the Investment Agreement requires that MRKS reimburse the PTO Payout Amount to the Seller.

31. However, to date, MRKS has not reimbursed the PTO Payout Amount to the Seller, despite being required to do so under the Investment Agreement and despite repeated requests and demands to do so by the Seller Parties and their representatives.

ii. Refusal to Remit Outstanding Expenses Owed Under the Transition Services Agreement

32. Under Section 2 of the Transition Servies Agreement, MRKS agreed to provide the following consideration in return for the Seller's services:

> As consideration for the Services, Recipient shall pay to Provider or its designee, as applicable, on a monthly basis as set forth in Section 2(c), (i) the amounts specified in Schedule A with respect to each of the Services, which amounts reflect allocation of Provider's actual fixed monthly costs for each such Service (the "Fixed Fees"), plus (ii) with respect to the Services identified in Schedule A as "Therapists & Radiation Techs," all of Provider's internal labor costs to provide such Services, and with respect to the provision of each of the Services, any out-of-pocket expenses, costs, and fees that are not included in the Fixed Fees and are incurred during such month by Provider or any of its Affiliates in connection with the provision of the Services (such amount, the "Variable Fees", and collectively with the Fixed Fees, the "Fees"). For clarity, the Benefits Costs (as defined in Schedule A) are Variable Fees. In addition, Recipient shall bear the costs of any additional license fees, temporary right-to-use fees, royalties, or other amounts payable to any third Person that may be necessary for Recipient to receive the Services. Unless the Parties otherwise agree in writing, any amounts charged to Recipient will be billed and paid in U.S. Dollars."

Transition Services Agreement § 2(a).

33. Between April, 2024 and August, 2024, Seller has accrued certain expenses associated with fixed monthly fees and out-of-pocket expenses, costs and fees (collectively, the "Outstanding Expenses"). The Outstanding Expenses is comprised of amounts due from services including accounting fees, licensure fees, engineering-related fees, and travel expenses in the total amount of $24,325.88 (the "Outstanding Expenses Amount" and together with the PTO Payout Amount, the "Past Due Amount). The invoices and backup documentation related thereto for the Outstanding Expenses is attached as Exhibit 8 to the Rajan Declaration.

34. Pursuant to Section 2(c) of the Transition Services Agreement, MRKS is required to remit payment related to the Outstanding Expenses on the following basis:

> Except as otherwise set forth in Schedule A, Recipient shall pay Provider in full the Fixed Fees in advance on or before the first business day of the calendar month in which the

> Services will be performed; provided that the Fixed Fees for the first calendar month of this Agreement are due on the Effective Date. Provider shall invoice Recipient monthly in arrears for the Variable Fees, and Recipient shall pay Provider in full the Variable Fees within fifteen (15) days after the date of each such invoice. Recipient shall pay Provider by wire transfer in accordance with the instructions provided by Provider in writing to Recipient. Late payments shall bear interest per annum equal to ten percent (10%), to the extent permitted by applicable Laws or if not permitted to the maximum extent permitted by applicable Laws.

Transition Services Agreement § 2(c).

35. In the event MRKS disputed the amounts requested in the invoices submitted by Provider relate to the Outstanding Expenses, MRKS was required to notify Provider in writing (the "Dispute Notice") not later than ten (10) days prior to the due date for payment. *Id.* at § 2(e). To date, Provider has received no such Dispute Notice from MRKS.[3] Further, because MRKS failed to timely issue a Dispute Notice related to the Outstanding Expenses (or any amount requested herein related to the Past Due Amount), the invoices are "conclusively deemed to be correct in all respects . . . ." *Id*.

36. Due to MRKS's failure to issue a Dispute Notice, MRKS has "no right to dispute, contest, or otherwise challenge such invoice in any forum or for any reason." *Id*.

37. Despite receipt of such invoices and numerous outreach efforts related to collection of the Outstanding Expenses, MRKS has failed to remit payment related to the Outstanding Expenses. In accordance with the Transition Services Agreement, the Outstanding Expenses Amount is accruing interest at ten percent per annum.

[3] *See* Rajan Declaration ¶ 18.

iii. Refusal to Return Overpayment Amount to Seller

38. In accordance with the Agreements, Provider made wire payments to MRKS on April 26, 2024 (the "April Sweep") in the amount of $71,121.05 (the "April Sweep Amount" and on May 20, 2024 (the "May Sweep") in the amount of $230,062.34 (the "May Sweep Amount"). The May Sweep Amount also included the April Sweep Amount because the April Sweep Amount was not originally accepted by MRKS's bank. However, both the April Sweep Amount and the May Sweep Amount were ultimately deposited in MRKS's bank account, resulting in an overpayment of the April Sweep Amount of $71,121.05 (the "Overpayment Amount").

39. Through numerous written requests and demand letters issued on August 28, 2024 and October 3, 2024 respectively, the Reorganized Debtors requested, among other things, repayment of the Overpayment Amount. To date, neither MRKS nor any of its representatives have remitted such payment.

40. Furthermore, under Section 2(d) of the Transition Services Agreement, MRKS has "no right to setoff or counterclaim with respect to any claim, debt, or obligation against payments to Provider under this Agreement or any other transaction document or other agreement among the Parties or their respective Affiliates." The Overpayment Amount is a property of the Reorganized Debtors that MRKS has no right to assert setoff against and therefore must remit such payment as soon as practicable.

41. In summary, MRKS's refusal to transfer the Overpayment Amount to the Seller and reimburse the Past Due Amount to the Seller is in direct contravention of the Agreements and applicable law. Therefore, the Reorganized Debtors request that the Court enter the Order compelling MRKS to transfer (i) the Past Due Amount in the amount of $151,482.96 and (ii) the Overpayment Amount in the amount of $71,121.05 to the Seller, each in accordance with the

Agreements, to ensure that the ultimate value received by the Reorganized Debtors in connection with the Transaction is not eroded and that the Reorganized Debtors receive the full benefit of their bargain under the Agreements.

NO PRIOR REQUEST

42. No previous request for the relief sought herein has been made by the Reorganized Debtors to this or any other Court.

NOTICE

43. The Seller Parties will provide notice of this Motion to the following: (a) the U.S. Trustee; (b) lead counsel to the Reorganized Debtors, (c) the Purchaser, (d) the Guarantors; and (e) any party that has requested notice pursuant to Bankruptcy Rule 2002. No other or further notice is needed in light of the nature of the relief requested.

[*Remainder of page intentionally left blank*]

WHEREFORE, the Debtors request that the Court enter the Order attached hereto as **Exhibit A** granting the relief requested herein, and such other relief as the Court deems appropriate under the circumstances.

Dated: November 5, 2024
Dallas, Texas

MCDERMOTT WILL & EMERY LLP

/s/ *Charles R. Gibbs*

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845 Texas Avenue, Suite 4000
Houston, TX 77002
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-and-

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Special Counsel to the Reorganized Debtors

Certificate of Service

I certify that on November 5, 2024, I caused a copy of the foregoing document to be served via the Electronic Case Filing System for the United States Bankruptcy Court for the Southern District of Texas. I further certify that on November 5, 2024, I caused a copy of the foregoing document to be served on MRKS, c/o Maureen Raynaud, M.D. and Kevin Sanders, M.D., via certified U.S. Mail and overnight delivery, and via electronic mail, all at the addresses indicated below.

/s/ Eric C. Seitz
Eric C. Seitz

MRKS, Inc.
Attn: Maureen Raynaud, M.D. and Kevin Sanders, M.D.
1115 Los Palos Dr.
Salinas, CA 93901
E-mail: maureenraynaud@icloud.com;
ksanders@soundcancercare.com

Certificate of Conference

I certify that the Seller Parties and their representatives have attempted to resolve the issues discussed herein with MRKS on several occasions over the past several months to no avail. Specifically, on August 28, 2024, Shaden Marzouk, CEO to the Reorganized Debtors, sent an email to the Guarantors requesting payment of both the Past Due Amount and the Overpayment Amount.

On August 28, 2024 and October 3, 2024, the Reorganized Debtors and their professionals, as applicable, sent demand letters to the Guarantors (collectively, the "Demand Letters"). The Demand Letters, attached to the Rajan Declaration as Exhibit 9, constituted a good faith effort by the Reorganized Debtors to address the dispute regarding payment of the Past Due Amount and the Overpayment Amount and resolve the issue of MRKS's breach outside of the Court.

The October 3, 2024 Demand Letter requested a response from MRKS by October 15, 2024; as of the date hereof, the Reorganized Debtors have received no response from MRKS.

/s/ *Eric C. Seitz*
Eric C. Seitz

Exhibit A

Proposed Order

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION

In re:	)	Chapter 11
GENESIS CARE PTY LIMITED, *et al.*,[1]	)	Case No. 23-90614 (MI)
Reorganized Debtors.	)	(Jointly Administered)

ORDER GRANTING REORGANIZED DEBTORS' MOTION TO ENFORCE INVESTMENT AGREEMENT APPROVED PURSUANT TO THE BIDDING PROCEDURES ORDER

Upon the motion (the "Motion")[2] of the above-captioned reorganized debtors (collectively, the "Reorganized Debtors"), for entry of an order (this "Order") enforcing the Investment Agreement approved pursuant to the Bidding Procedures Order; and this Court having found that it has jurisdiction to consider the Motion; and this Court having found that the Motion is a core proceeding pursuant to 28 U.S.C. § 157(b)(2); and that the Reorganized Debtors consent to entry of a final order under Article III of the United States Constitution; and this Court having found that venue of these Chapter 11 Cases and the Motion in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and this Court having reviewed the Motion and determined that the legal and factual bases set forth in the Motion establish just cause for the relief granted herein; and any objections to the relief requested herein having been withdrawn or overruled on the merits; and after due deliberation thereon and good and sufficient cause appearing therefor, it is HEREBY ORDERED THAT:

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[1] A complete list of each of the Reorganized Debtors in these chapter 11 cases may be obtained on the website of the Reorganized Debtors' claims and noticing agent at https://restructuring.ra.kroll.com/GenesisCare. The location of the Reorganized Debtors' principal place of business and their service address in these Chapter 11 Cases is: 1419 SE 8th Terrace, Suite 200, Cape Coral, Florida 33990.

[2] Capitalized terms used but not defined herein have the meanings ascribed to such terms in the Motion.

1. The Motion is granted as provided herein.

2. MRKS is directed to transfer the Past Due Amount in the amount of $151,482.96 to Reorganized Debtor US Cancer Care Inc. within seven days of the entry of this Order.

3. MRKS is directed to reimburse the Overpayment Amount in the amount of $71,121.05 to Reorganized Debtor US Cancer Care, Inc. within seven days of the entry of this Order.

4. The Reorganized Debtors are authorized to take all necessary actions to carry out this Order.

5. The Court shall retain jurisdiction to hear and determine any and all matters arising from the interpretation and/or implementation of this Order.

Dated: _____, 2024

_____
HONORABLE MARVIN ISGUR
UNITED STATES BANKRUPTCY JUDGE

Docusign Envelope ID: 819F4343-79AD-4184-B169-8F1E77AC66DF

Exhibit B

Rajan Declaration

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION

In re:	)	Chapter 11
GENESIS CARE PTY LIMITED, *et al.*,[1]	)	Case No. 23-90614 (MI)
Reorganized Debtors.	)	(Jointly Administered)

DECLARATION OF SYBIL RAJAN IN SUPPORT OF REORGANIZED DEBTORS' MOTION FOR ENTRY OF AN ORDER ENFORCING INVESTMENT AGREEMENT APPROVED PURSUANT TO THE BIDDING PROCEDURES ORDER

I, Sybil Rajan, declare as follows under penalty of perjury:

1. I submit this declaration in support of the *Reorganized Debtors' Motion for Entry of an Order Enforcing Investment Agreement Approved Pursuant to the Bidding Procedures Order* (the "Motion"),[2] filed contemporaneously herewith.

2. I am the Chief Administrative Officer and General Counsel of GenesisCare USA Holdings, Inc. ("GenesisCare"). In this capacity, I am familiar with the Transaction and the Agreements.

3. Except as otherwise indicated, all facts set forth herein are based on my own personal knowledge or are known to me in my capacity as Chief Administrative Officer and

[1] A complete list of each of the Reorganized Debtors in these chapter 11 cases may be obtained on the website of the Reorganized Debtors' claims and noticing agent at https://restructuring.ra.kroll.com/GenesisCare. The location of the Reorganized Debtors' principal place of business and their service address in these Chapter 11 Cases is: 1419 SE 8th Terrace, Suite 200, Cape Coral, Florida 33990.

[2] Capitalized terms used but not otherwise defined shall have the meanings ascribed to them in the Motion.

General Counsel of GenesisCare. If called upon to testify, I would testify competently as to the facts set forth herein.

a. The Investment Agreement and Transaction

4. On December 7, 2023, the Seller Parties entered into the Investment Agreement with MRKS and the Guarantors. A copy of the Investment Agreement is attached hereto as Exhibit 1.

5. The "Purchase Price" under the Investment Agreement originally was $3.6 million. *See Investment Agreement* § 1.2(a). On March 11, 2024, the Seller Parties, the Guarantors, and the Purchaser executed the Investment Agreement Amendment. A copy of the Investment Agreement Amendment is attached hereto as Exhibit 2. The Investment Agreement Amendment, among other things, modified the purchase price under the Investment Agreement to $2.4 million.

6. Additionally, on March 11, 2024, MRKS and the Provider, among others, entered into the Transition Services Agreement pursuant to which the Provider provided certain services to MRKS in order to provide for an orderly transition of operations from Seller to Purchaser. A copy of the Transition Services Agreement is attached as attached hereto as Exhibit 3.

8. The Provider and MRKS also entered into that certain Employee Leasing Agreement, pursuant to which the Provider leased the services of certain employees to MRKS. A copy of the Employee Leasing Agreement is attached hereto as Exhibit 4. For avoidance of doubt, the obligations of MRKS under the Agreements extend to the Guarantors. *See* Investment Agreement § 6.8 and Transition Services Agreement § 14(o).

9. On May 2, 2024, MRKS and the Seller Parties executed the First TSA/ELA Amendment. A copy of the First TSA/ELA Amendment is attached hereto as Exhibit 5. The First TSA/ELA Amendment included, among other things, an amendment to (i) the Transition Services Agreement to extend the duration of services provided to June 2, 2024; and (ii) the

Employee Leasing Agreement to extend the duration of services provided by certain employees to June 2, 2024.

10. On May 16, 2024, MRKS and the Seller Parties executed the Second TSA/ELA Amendment. A copy of the Second TSA/ELA Amendment is attached hereto as Exhibit 6. The Second TSA/ELA Amendment, among other things, extended the date of certain services provided under the Transition Services Agreement from June 2, 2024 to June 30, 2024.

11. The Transaction Closing occurred on March 11, 2024.

b. PTO Obligations

12. Pre-Closing, the Seller had accumulated certain balances reflecting accrued but unused and unpaid paid time off ("PTO") with respect to certain Transferred Business Employees (as defined in the Investment Agreement) to be terminated by Seller and hired by MRKS.

13. In accordance with the Investment Agreement and applicable California law, post-Closing, the Seller paid the PTO Payment Amount in an aggregate amount of $127,157.08. A record of these payments is attached hereto as Exhibit 7. For its part, the clear language of Section 1.1(c) of the Investment Agreement requires that MRKS reimburse the PTO Payout Amount to the Seller.

14. However, to date, MRKS has not reimbursed the PTO Payout Amount to the Seller, despite being required to do so under the Investment Agreement and despite repeated requests and demands to do so by the Seller Parties and their representatives.

c. Outstanding Expenses Owed to Reorganized Debtors Under the Transition Services Agreement

15. Under Section 2 of the Transition Servies Agreement, MRKS agreed to provide the following consideration in return for the Seller's services:

> As consideration for the Services, Recipient shall pay to Provider or its designee, as applicable, on a monthly basis as set forth in Section 2(c), (i) the amounts specified in Schedule A with respect to each of the Services, which amounts reflect allocation of Provider's actual fixed monthly costs for each such Service (the "Fixed Fees"), plus (ii) with respect to the Services identified in Schedule A as "Therapists & Radiation Techs," all of Provider's internal labor costs to provide such Services, and with respect to the provision of each of the Services, any out-of-pocket expenses, costs, and fees that are not included in the Fixed Fees and are incurred during such month by Provider or any of its Affiliates in connection with the provision of the Services (such amount, the "Variable Fees", and collectively with the Fixed Fees, the "Fees"). For clarity, the Benefits Costs (as defined in Schedule A) are Variable Fees. In addition, Recipient shall bear the costs of any additional license fees, temporary right-to-use fees, royalties, or other amounts payable to any third Person that may be necessary for Recipient to receive the Services. Unless the Parties otherwise agree in writing, any amounts charged to Recipient will be billed and paid in U.S. Dollars."

Transition Services Agreement § 2(a).

16. Between April, 2024 and August, 2024, Seller has accrued certain Outstanding Expenses. The Outstanding Expenses is comprised of amounts due from services including accounting fees, licensure fees, engineering-related fees, and travel expenses in the total amount of $24,325.88. The invoices and backup documentation related thereto for the Outstanding Expenses is attached hereto as Exhibit 8.

17. Pursuant to Section 2(c) of the Transition Services Agreement, MRKS is required to remit payment related to the Outstanding Expenses on the following basis:

> Except as otherwise set forth in Schedule A, Recipient shall pay Provider in full the Fixed Fees in advance on or before the first business day of the calendar month in which the Services will be performed; provided that the Fixed Fees for the first calendar month of this Agreement are due on the Effective Date. Provider shall invoice Recipient monthly in arrears for the Variable Fees, and Recipient shall pay

> Provider in full the Variable Fees within fifteen (15) days after the date of each such invoice. Recipient shall pay Provider by wire transfer in accordance with the instructions provided by Provider in writing to Recipient. Late payments shall bear interest per annum equal to ten percent (10%), to the extent permitted by applicable Laws or if not permitted to the maximum extent permitted by applicable Laws.

Transition Services Agreement § 2(c).

18. In the event MRKS disputed the amounts requested in the invoices submitted by the Provider related to the Outstanding Expenses, MRKS was required to notify the Provider in writing (the "Dispute Notice") not later than ten (10) days prior to the due date for payment. *Id.* at § 2(e). To date, the Provider has received no such Dispute Notice from MRKS.

19. Despite receipt of such invoices and numerous outreach efforts related to collection of the Outstanding Expenses, MRKS has failed to remit payment related to the Outstanding Expenses. In accordance with the Transition Services Agreement, the Outstanding Expenses Amount is accruing interest at ten percent per annum.

d. Overpayment Amount

20. In accordance with the Agreements, the Provider made wire payments to MRKS on April 26, 2024 (the "April Sweep") in the amount of $71,121.05 (the "April Sweep Amount" and on May 20, 2024 (the "May Sweep") in the amount of $230,062.34 (the "May Sweep Amount"). The May Sweep Amount also included the April Sweep Amount because the April Sweep Amount was not originally accepted by MRKS's bank. However, both the April Sweep Amount and the May Sweep Amount were ultimately deposited in MRKS's bank account, resulting in an overpayment of the April Sweep Amount of $71,121.05 (the "Overpayment Amount").

e. Resolution Efforts

21. Through numerous written requests and demand letters issued on August 28, 2024 and October 3, 2024 respectively, the Reorganized Debtors requested, among other things, repayment of the Overpayment Amount. To date, neither MRKS nor any of its representatives have remitted such payment.

22. On August 28, 2024, Shaden Marzouk, CEO to the Reorganized Debtors, issued a demand letter (the "August Demand Letter") upon MRKS, requesting payment of the Past Due Amount (which includes the Overpayment Amount). To date, the Reorganized Debtors have not received a response to the August Demand Letter.

23. On October 3, 2024, the Reorganized Debtors, though their counsel, McDermott Will & Emery LLP, sent a demand letter to MRKS and the Guarantors (the "October Demand Letter" and together with the August Demand Letter, the "Demand Letters"). The Demand Letters are attached hereto as Exhibit 9. The October Demand Letter requested a response from MRKS by October 15, 2024; the Reorganized Debtors received no response from MRKS.

I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge and belief. Executed on this 5th day of November 2024 in Dallas County, Texas.

Signed by:
Sybil Rajan
457D34D8E3884E8...
Sybil Rajan

Exhibit 1

Investment Agreement

EXECUTION VERSION
CONFIDENTIAL

INVESTMENT AGREEMENT

DATED AS OF DECEMBER 7, 2023,

by and among

US CANCER CARE, INC., as SELLER

GENESISCARE USA HOLDINGS, INC., as SELLER'S REPRESENTATIVE,

MAUREEN RAYNAUD, MD AND KEVIN SANDERS, MD, as GUARANTORS,

and

MRKS, INC., as PURCHASER

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INVESTMENT AGREEMENT

This Investment Agreement (this "Agreement"), dated as of December 7, 2023, is made by and among (a) MRKS, Inc., a California corporation ("Purchaser"), (b) Maureen Raynaud, MD and Kevin Sanders, MD (individually, a "Guarantor" and collectively, "Guarantors"), (c) US Cancer Care, Inc. (as in existence on the date hereof, as a debtor-in-possession and a reorganized debtor, as applicable, "Seller"), and (d) GenesisCare USA Holdings, Inc., a Delaware corporation (as in existence on the date hereof, as a debtor-in-possession, a reorganized debtor, and Seller's representative, as applicable, "Topco"). Purchaser, Guarantors, Seller, and Topco are referred to herein individually as a "Party" and collectively as the "Parties." Capitalized terms used herein shall have the meanings set forth herein or in Article X.

WHEREAS, on June 1, 2023 (the "Petition Date"), Topco, together with certain of its Affiliates, commenced voluntary cases under chapter 11 of title 11 of the United States Code, 11 U.S.C. §§ 101–1532 (the "Bankruptcy Code"), in the United States Bankruptcy Court for the Southern District of Texas (the "Bankruptcy Court"), which cases are jointly administered for procedural purposes under Case No. 23-90614 (DRJ) (Bankr. S.D. Tex.) (collectively, the "Bankruptcy Cases") to implement a financial and organizational restructuring in accordance with the terms and conditions set forth therein (the "Restructuring") for the existing debt, equity and other obligations of such Affiliates through confirmation of a chapter 11 plan of reorganization, the *Joint Chapter 11 Plan of Reorganization of Genesis Care Finance Pty Ltd. and Its Debtor Affiliates* Docket No. 705 (as may be amended, supplemented or otherwise modified from time to time, the "Plan");

WHEREAS, as of immediately prior to the Closing, Seller owns sixty percent (60.00%) of the equity interests of GenesisCare USA Salinas Valley Memorial Radiation Therapy Management, LLC, a California limited liability company (the "Company" and such equity interests, the "Equity Interests");

WHEREAS, Purchaser desires to acquire (i) one hundred percent (100.00%) of the Equity Interests and (ii) the Contracts listed on Schedule A to that certain Bill of Sale and Assignment and Assumption Agreement (the "Acquired Contracts") attached hereto as Exhibit C, in each case on the terms and conditions and pursuant to the transactions set forth herein (the "Acquisition");

WHEREAS, subject to the entry of an order by the Bankruptcy Court confirming the Plan, the satisfaction (or to the extent permitted by Law, written waiver by the Parties) on or prior to the Closing Date, of each of the conditions to Closing in Article VII of this Agreement, at the Closing, Purchaser will purchase the Equity Interests and the Acquired Contracts from Seller, and Seller will sell, convey, assign, and transfer to Purchaser the Equity Interests and the Acquired Contracts, in accordance with the Plan and the applicable provisions of the Bankruptcy Code, the Federal Rules of Bankruptcy Procedure, and the local rules for the Bankruptcy Court, all on the terms and subject to the conditions set forth in this Agreement, the Plan, and the Confirmation Order.

NOW, THEREFORE, in consideration of the foregoing premises and the mutual representations, warranties, covenants, and agreements set forth herein, and intending to be legally bound hereby, the Parties hereby agree as follows.

ARTICLE I
PURCHASE AND SALE OF EQUITY INTERESTS AND ACQUIRED CONTRACTS

1.1 Purchase and Sale of Equity Interests and Acquired Contracts.

(a) On the terms and subject to the conditions set forth in this Agreement, at the Closing, Purchaser hereby agrees to consummate the Acquisition and shall purchase, and Seller hereby agrees to and shall sell, convey, assign and transfer to Purchaser, the Equity Interests and the Acquired Contracts (including the Assumed Liabilities) free and clear of any and all Encumbrances (other than restrictions on transfer arising under applicable securities Laws or as otherwise set forth in Company's Organizational Documents), in exchange for payment, in cash, by Purchaser of the Purchase Price.

(b) On the terms and subject to the conditions set forth herein and in the Confirmation Order, effective as of the Closing, in addition to the cash payment of the Purchase Price in accordance with Section 1.2, Purchaser shall irrevocably assume and hereby agrees to pay, satisfy, discharge and perform all of the Liabilities of Seller (or with respect to Taxes, if applicable, Seller's applicable Affiliate), its Subsidiaries and Affiliates to the extent related to or arising out of the Acquired Contracts (collectively, the "Assumed Liabilities") accruing or arising at or prior to the Closing.

1.2 Consideration; Payment.

(a) The aggregate consideration to be paid by Purchaser for the purchase of the Equity Interests and Acquired Contracts pursuant to Section 1.1 shall be a cash payment of $3,600,000 (the "Purchase Price").

(b) At the Closing (as defined herein), Purchaser shall deliver, or cause to be delivered, to Seller (or such other Person that Seller may designate in writing to receive such payment) the Purchase Price less the Deposit (as defined in Section 1.4, and such payment, the "Closing Date Payment"). The Closing Date Payment and any payment required to be made pursuant to any other provision hereof shall be made in cash by wire transfer of immediately available funds to such bank account as shall be designated in writing by the Seller (or Seller's designee) at least two (2) Business Days prior to the date on which the Closing Date Payment is to be made.

1.3 Closing. The closing of the Acquisition of the purchase and sale of the Equity Interests and the Acquired Contracts, the delivery of the Closing Date Payment, and the consummation of the other transactions contemplated by this Agreement and the Plan (the "Closing") will take place by telephone conference and electronic exchange of documents on the effective date provided for in the Plan. The date on which the Closing actually occurs is referred to herein as the "Closing Date."

1.4 Deposit.

(a) Purchaser has, on or prior to the date hereof, made an earnest money deposit with Acquiom Clearinghouse LLC (the "Escrow Agent") in the amount equal to $360,000.00 (the "Deposit"), by wire transfer of immediately available funds for deposit into

a separate, segregated, non-interest bearing escrow account maintained by the Escrow Agent in accordance with the Bidding Procedures Order. The Deposit shall not be subject to any lien, attachment, trustee process, or any other judicial process of any creditor of any Party and shall be applied against payment of the Purchase Price on the Closing Date.

(b) If this Agreement is terminated by Topco pursuant to Section 8.1(d) or 8.1(f) (or by Purchaser pursuant to Section 8.1(b) or 8.1(c), in each case in circumstances where Topco would be entitled to terminate this Agreement pursuant to Section 8.1(d) or 8.1(f)), then Seller or its designee(s) shall retain 100% of the Deposit (together with all investment interest thereon, if any).

(c) If this Agreement is terminated by any Party in accordance with Section 8.1, other than as contemplated by Section 1.4(b), then 100% of the Deposit (together with all investment interest thereon, if any) shall be returned to Purchaser within five (5) Business Days after such termination.

(d) The Parties agree Seller's right to the Deposit, as set forth in Section 1.4(b), is not a penalty, but rather is liquidated damages in a reasonable amount that will compensate Seller for its efforts and resources expended and the opportunities foregone while negotiating this Agreement and in reliance on this Agreement and on the expectation of the consummation of the transactions contemplated hereby, which amount would otherwise be impossible to calculate with precision. The Parties further agree that Seller's receipt of the Deposit shall not restrict, impair or otherwise limit any other remedies available to Seller under this Agreement (including those remedies set forth in Section 9.12) or at law or in equity.

(e) If the Closing occurs, the Deposit (together with all investment interest thereon, if any) shall be transferred to Seller or its designee(s) on the Closing Date in satisfaction of the balance of the Purchase Price, required to be delivered pursuant to Section 1.2(b).

1.5 Withholding. Purchaser shall not be entitled to deduct and withhold from any amounts payable pursuant to this Agreement; provided that Purchaser shall be entitled to deduct and withhold any Taxes required to be held under Section 1445 of the Code if Seller fails to deliver at or prior to Closing either an IRS Form W-9 executed by Seller or Seller's regarded owner for U.S. federal income Tax purposes or a certificate stating that the interests in the Company are not "United States real property interests" (within the meaning of Section 897 of the Code), in form and substance as required by Treasury Regulations Sections 1.1445-2(c) and 1.897-2(h), together with the notice to the IRS required by Treasury Regulations Section 1.897-2(h)(2).

ARTICLE II
REPRESENTATIONS AND WARRANTIES OF SELLER RELATING TO THE COMPANY

Except as (a) disclosed in any forms, statements or other documents filed with the Bankruptcy Court or (b) set forth in the schedules delivered by Seller concurrently herewith (each, a "Schedule" and collectively, the "Schedules") and subject to Section 9.10, Seller represents and

warrants to Purchaser as of the date hereof or, if such representation and warranty is expressly made as of a different date, as of such different date, as follows.

2.1 Organization and Qualification of Company. Company is a limited liability company duly organized, validly existing, and in good standing under the laws of its jurisdiction of organization and has all requisite limited liability company power and authority necessary to enter into this Agreement and perform its obligations hereunder. Company is duly licensed or qualified to do business and is in good standing (where such concept is recognized under applicable law) under the laws of each jurisdiction in which the nature of the business conducted by it makes such licensing or qualification necessary, except where the failure to be so licensed, qualified or in good standing would not, individually or in the aggregate, be reasonably expected to result in a Material Adverse Effect.

2.2 Organization and Capitalization of Subsidiaries.

(a) Company does not have any Subsidiaries.

(b) Other than as set forth in the Organizational Documents of the Company, there are no outstanding options, warrants, securities or rights that are or may become exercisable or exchangeable for, convertible into, or that otherwise give any Person any right to acquire, shares of capital stock or other equity securities of Company or to receive payments based in whole or in part upon the value of the capital stock or other equity securities of Company. Other than the Organizational Documents of the Company, as of the Closing, (i) there will be no Contracts relating to the issuance, grant, sale or transfer of any equity securities, options, warrants, convertible securities or other securities of Company and (ii) there will be no Contracts of Company to repurchase, redeem or otherwise acquire any of the Equity Interests.

2.3 Issuance. Subject to entry by the Bankruptcy Court of the Confirmation Order and the terms and effectiveness of the Plan, the transfer of the Equity Interests to Purchaser hereunder in connection with the Acquisition and pursuant to the Plan shall have been duly and validly authorized and, when the Equity Interests are delivered against payment therefor as provided herein, will be duly and validly issued, fully paid and non-assessable, and free and clear of all Encumbrances, other than restrictions on transfer arising under applicable securities Laws or as otherwise set forth in Company's Organizational Documents.

2.4 Conflicts; Consents. Assuming that (a) the Confirmation Order and all other requisite Bankruptcy Court approvals are obtained, and (b) the notices, authorizations, approvals, Orders, permits and Consents set forth on Schedule 2.4 are made, given or obtained (as applicable), neither the execution and delivery by Seller of this Agreement nor the consummation by Seller of the transactions contemplated hereby, nor performance or compliance by Seller with any of the terms or provisions hereof, will (i) conflict with or violate any provision of the Organizational Documents of Company, (ii) except as set forth on Schedule 2.4, violate or constitute a breach of or default (with or without notice or lapse of time, or both) under or give rise to a right of termination, modification, or cancelation of any obligation or to the loss of benefit, any of the terms or provisions of any Material Contract or accelerate obligations of Company under any Material Contract, (iii) violate any Law or Order applicable to Company or (iv) result in the

creation of any Encumbrance (other than a Permitted Encumbrance) on any properties or assets owned by Company, except, in the case of clause (ii), (iii) or (iv), as would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect.

2.5 Brokers. Except for PJT Partners L.P ("PJT"), no broker, investment banker, financial advisor or other Person is entitled to any broker's, finder's, financial advisor's or other similar fee or commission, or the reimbursement of expenses in connection therewith, in connection with the transactions contemplated hereby based upon arrangements made by or on behalf of Company.

2.6 Legal Actions. Except as set forth on Schedule 2.6 and other than any workers compensation claims, there are no, and during the two (2) years preceding the date hereof there have been no, Actions pending or, to the Knowledge of Seller, threatened in writing (a) to which Company is or was a party or to which any property, rights or interests of any of them is or was subject, except for (i) such Action that, if adversely determined, would not reasonably be expected to result in (x) liabilities or obligations of any nature of Company following the Closing in excess of $500,000 (in the case of medical malpractice Actions) and in excess of $250,000 (in the case of all other Actions), or (y) equitable remedies that would reasonably be expected to be material and adverse to the Business of Company, taken as a whole, following the Closing, and (ii) following the Petition Date, claims of creditors or other parties in the Bankruptcy Cases or (b) that challenge, or that may have the effect of preventing, delaying, making illegal or otherwise interfering with, any of the transactions contemplated by this Agreement to be entered into by Company.

2.7 Compliance with Laws; Permits.

(a) Except as set forth on Schedule 2.7(a) or as would not reasonably be expected, individually or in the aggregate, to result in a Material Adverse Effect, Company is and during the two (2) years preceding the date hereof has been, in compliance in all respects with the requirements of all Healthcare Laws and Laws applicable to it or to its properties, and no written notices have been received by, and no claims have been made in writing against Company alleging a violation of any such Laws (including Healthcare Laws).

(b) To the Knowledge of Seller, except as set forth on Schedule 2.7(b), Company possesses all Permits (including Healthcare Permits) that are required to conduct its businesses as currently conducted, except for such Permits, the failure to have so obtained, made or delivered would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect. Within the two (2) years preceding the date hereof, Company has not received written notice of any revocation or modification of any Permit and all such Permits are in full force and effect, except where such revocation or modification, would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect.

(c) Except as would not reasonably be expected, individually or in the aggregate, to result in a Material Adverse Effect, each physician, nurse practitioner, nurse, physician's assistant, or other allied health professional currently employed or engaged by or on behalf of Company or working in the Business is duly licensed, certified or credentialed, as applicable, pursuant to applicable Healthcare Laws.

(d) None of Company or, to the Knowledge of Seller, its officers, directors, or managing employees, is or has been within the two (2) years preceding the date hereof: (i) excluded, suspended or debarred from participation in any Governmental Health Program, (ii) subject to a civil monetary penalty assessed under Section 1128A of the Social Security Act, sanctioned, indicted or convicted of a crime, or pled nolo contendere or to sufficient facts, in connection with any material allegation of violation of any applicable Healthcare Law, or (iii) listed on the General Services Administration published list of parties excluded from federal procurement programs and non-procurement programs.

(e) Company is in compliance with HIPAA, except as would not reasonably be expected, individually or in the aggregate, to result in a Material Adverse Effect. Company has not within the two (2) years preceding the date hereof received any written notice or claim of, and there are no investigations or proceedings pending with respect to any alleged "breach" by the Company, as defined under HIPAA, except as would not reasonably be expected, individually or in the aggregate, to result in a Material Adverse Effect.

2.8 Financial Statements. Attached to Schedule 2.8 are complete and correct copies of: (a) the unaudited statements of revenues and expenses of Company for the 12-month period ended June 30, 2023, and (b) the unaudited statements of revenues and expenses of Company for the month of July 2023 (the items set forth in clauses (a) and (b), collectively, the "Financial Statements"). The Financial Statements have been prepared based upon the information contained in Company's books and records and present fairly in all material respects the revenues and expenses set forth thereon as of the times and for the periods referred to therein, except for (y) changes resulting from fiscal year-end adjustments and (z) certain revenues and expenses related to corporate and shared services (including the Overhead and Shared Services) shared between the Retained Business of the Seller Parties and the Business of Company, including after giving effect to the covenants and agreements of the Parties contained in this Agreement.

2.9 Intellectual Property. Except, in each case, as would not reasonably be expected to have a Material Adverse Effect:

(a) The conduct of the Business as currently conducted does not infringe upon, misappropriate or otherwise violate the Intellectual Property rights of any Person.

(b) Within the last two (2) years preceding the date hereof, to the Knowledge of Seller, there has been no unauthorized use, access, failures, breakdowns, interruption, corruption or continued substandard performance of the Company Systems that has caused any material disruption of or interruption in or to the Business.

(c) With respect to the Business, to the Knowledge of Seller, Company complied, and is currently in compliance with, all Data Security Requirements. Company has not (i) to the Knowledge of Seller, experienced any incident in which confidential or sensitive information, payment card data, or personally identifiable information was stolen or improperly accessed or (ii) received any written notices, claims or complaints from any Person with respect thereto, in each case with respect to the Business.

2.10 Environmental Matters. Except as set forth on Schedule 2.10 or as would not, individually or in the aggregate, be reasonably expected to result in a Material Adverse Effect, (a) Company is, and for the last two (2) years preceding the date hereof have been, in compliance with all applicable Environmental Laws, (b) Company possesses all Permits required pursuant to applicable Environmental Laws for the conduct of the Business as currently conducted, (c) Company is not subject to any outstanding decree, injunction or order issued by any Governmental Body under applicable Environmental Laws, (d) there are no Actions pending against Company regarding any actual or alleged violation of or liability under Environmental Laws, and (e) Company has not released any Hazardous Material at the real property used for the Business in quantities or concentrations that currently require investigation, remediation or monitoring by Company under Environmental Laws. The representations and warranties set forth in this Section 2.10 are the sole and exclusive representations and warranties with respect to environmental, health or safety matters, including without limitation any arising under Environmental Laws.

2.11 Labor and Employment. Except as set forth on Schedule 2.11:

(a) Company and any Affiliate of Company employing or providing employees that work in the Business is, to the Knowledge of Seller, in compliance with all applicable Laws respecting labor, employment and employment practices, including those related to wages and hours, collective bargaining, immigration, employment harassment and employment discrimination and employee layoffs, except where the failure to be in compliance would not be reasonably expected to result in a Material Adverse Effect.

(b) Company and any Affiliate of Company employing or providing employees that work in the Business are, to the Knowledge of Seller, not parties to any collective bargaining agreement, and no employees of Company or any Affiliate of Company employing or providing employees that work in the Business are represented by any labor union with respect to their employment with Company or any of its Affiliates. To the Knowledge of Seller, no union organizing or decertification activities are underway or threatened with respect to any employees of Company. There is not presently pending any material labor strike, slow-down, or work stoppage against Company. No collective bargaining agreement is currently being negotiated by Company.

2.12 Material Contracts. True and complete copies of all Material Contracts have been made available to Purchaser or Purchaser's Advisors. Each Material Contract is in full force and effect and is valid, binding and enforceable against the Company and, to the Knowledge of Seller, each other party thereto, in each case in accordance with its terms, except as such enforceability may be limited by the Enforceability Exceptions. None of Company, nor, to the Knowledge of Seller, any other party to any Material Contract is in breach of or default under any Material Contract or, during the six (6)-month period prior to the date of this Agreement, has given written notice of breach or default thereunder to any other party thereto.

2.13 Commercial Payors. Schedule 2.13 sets forth a list of the five (5) largest Commercial Payors of Company (on a consolidated basis) measured by gross billings for the fiscal year ended June 30, 2023. No such Commercial Payor has terminated or materially and adversely

altered its business relationship or provided written notice of its intention to terminate or materially and adversely alter its business relationship, with Company.

2.14 Managed Entity Agreements. Schedule 2.14 contains a complete and accurate list of the material Managed Entity Agreements. Except as disclosed in Schedule 2.14 or as would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect, since the date of the Financial Statements, to the Knowledge of Seller, no Managed Entity has cancelled or terminated (except for cancellation or termination of any Managed Entity Agreements pursuant to their respective terms) its business relationship with Company or has notified Company in writing of any intent to do so.

2.15 Transactions with Related Parties. Except for the Plan, TSA (including any assets, property, services or rights to be made available to Purchaser by Seller pursuant to the TSA), any Contract pursuant to Overhead and Shared Services, or any other Contract entered into by the Seller Parties in connection with the Bankruptcy Cases, in connection with compensation or other incidence of employment (including participation in employee benefit plans) or as set forth in Schedule 2.15, there are no Contracts between or among Company, on the one hand, and any Affiliate of Seller or Company, executive officer, director or employee of Seller or Company, or, to the Knowledge of Seller, any relative or spouse of any such officer, director or employee, on the other hand.

2.16 Tax Matters. Except as set forth on Schedule 2.16 or as would not, individually or in the aggregate, be reasonably expected to result in a Material Adverse Effect:

(a) All Tax Returns with respect to the Business required to be filed prior to the Closing Date by the Company have been prepared and timely filed with the appropriate Taxing Authorities (after giving effect to any valid extensions of time in which to make such filings).

(b) All Taxes payable by the Company with respect to the Business prior to the Closing Date have been timely paid or adequately reserved against in accordance with GAAP, except to the extent the nonpayment thereof is permitted or required by the Bankruptcy Code.

(c) No agreement, waiver or other document or arrangement extending or having the effect of extending the period for assessment or collection of a material amount of Taxes with respect to the Business (including any applicable statute of limitation) has been executed or filed with the IRS or any other Taxing Authority by Company (other than pursuant to extensions of time to file Tax Returns obtained in the Ordinary Course), in each case, which is currently in force and could have effect after the Closing Date.

(d) There are no Encumbrances for Taxes on any of the assets of Company used in the Business other than Permitted Encumbrances.

(e) There are no audits or investigations by any Taxing Authority with respect to a material amount of Taxes or any Tax Return of Company with respect to the Business currently in progress, nor has Company received notice in writing from any Taxing Authority that it intends to initiate any such an audit or investigation.

(f) Notwithstanding anything in this Agreement to the contrary, the representations and warranties in this Section 2.16 shall constitute the sole representations and warranties with respect to Taxes. No representation or warranty is made with respect to the validity of any Tax position or the availability of any Tax attribute for any Tax period (or any portion thereof) following the Closing.

2.17 Absence of Certain Changes or Developments. Except as set forth on Schedule 2.17 or in connection with the transactions contemplated by this Agreement, the TSA (in each case of the foregoing, and any other ancillary agreement contemplated herein or therein), or the Bankruptcy Cases, since the date of the Financial Statements, (a) Company has conducted the Business in the Ordinary Course, and (b) no event, change or circumstance has occurred that has had, or would be reasonably expected to have, either individually or in the aggregate, a Material Adverse Effect.

2.18 Sufficiency of Assets. Except for (a) assets and properties used or disposed of in the Ordinary Course, (b) assets, services, rights and benefits to be made available to Purchaser pursuant to this Agreement, the Plan, the TSA or any other ancillary agreement contemplated herein or therein, (c) the Overhead and Shared Services provided to the Business by any Seller Party, and (d) as set forth on Schedule 2.18 or as would not reasonably be expected, individually or in the aggregate, to result in a Material Adverse Effect, subject to Bankruptcy Court approval, entry of the Bidding Procedures Order and Confirmation Order, and assuming receipt of all other Consents as may be required in connection with the consummation of the transactions contemplated by this Agreement, immediately after giving effect to the Restructuring, the assets and rights owned by or licensed to Company will constitute all of the material assets necessary for Purchaser to operate the Business as of immediately following the Closing in all material respects as conducted by Company as of immediately prior to the Closing.

ARTICLE III
REPRESENTATIONS AND WARRANTIES OF SELLER

Except as (a) disclosed in any forms, statements or other documents filed with the Bankruptcy Court or (b) set forth in the Schedules delivered by Seller concurrently herewith and subject to Section 9.10, Seller represents and warrants to Purchaser as of the date hereof as follows.

3.1 Organization of Seller. Seller is a corporation duly organized and validly existing under the laws of Delaware and has all requisite corporate power and authority necessary to enter into this Agreement and perform its obligations hereunder.

3.2 Authorization and Validity of Agreement. The execution, delivery and performance by Seller of this Agreement and the consummation by Seller of the transactions contemplated hereby, subject to requisite Bankruptcy Court approvals, have been duly authorized by all requisite corporate action, and no other corporate proceedings on its part are necessary to authorize the execution, delivery and performance by Seller of this Agreement, and the consummation by it of the transactions contemplated hereby. Subject to requisite Bankruptcy Court approvals, this Agreement has been duly executed and delivered by Seller and, assuming due authorization, execution and delivery hereof by the other Parties, constitutes a legal, valid and binding obligation of Seller, enforceable against Seller in accordance with its terms, except that such enforceability

may be limited by bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium and other similar Laws of general application affecting or relating to the enforcement of creditors' rights generally and is subject to general principles of equity, whether considered in a proceeding at law or in equity (collectively, the "Enforceability Exception"").

3.3 Title to Equity Interests. Seller owns the Equity Interests and, at the Closing, Seller shall deliver to Purchaser good and valid title to the Equity Interests, free and clear of all Encumbrances other than restrictions on transfer arising under applicable securities Laws or as otherwise set forth in the Organizational Documents of Company.

3.4 Conflicts; Consents. Assuming that (a) the Confirmation Order and all other requisite Bankruptcy Court approvals are obtained, and (b) the notices, authorizations, approvals, Orders, permits and Consents set forth on Schedule 3.4 are made, given or obtained (as applicable), neither the execution and delivery by Seller of this Agreement nor the consummation by Seller of the transactions contemplated hereby, nor performance or compliance by Seller with any of the terms or provisions hereof, will (i) conflict with or violate any provision of the Organizational Documents of Seller, (ii) except as set forth on Schedule 2.4 or Schedule 3.4, violate or constitute a breach of or default (with or without notice or lapse of time, or both) under or give rise to a right of termination, modification, or cancelation of any obligation or to the loss of any benefit, any of the terms or provisions of any Contract or accelerate obligations of Seller under any Contract to which Seller is bound, (iii) violate any Law or Order applicable to Seller or (iv) result in the creation of any Encumbrance (other than a Permitted Encumbrance) on any properties or assets owned by Seller, except, in the case of clause (ii), (iii) or (iv), as would not, individually or in the aggregate, reasonably be expected to materially and adversely affect Seller's performance of its material obligations under this Agreement.

3.5 Brokers. Except for PJT, no broker, investment banker, financial advisor or other Person is entitled to any broker's, finder's, financial advisor's or other similar fee or commission, or the reimbursement of expenses in connection therewith, in connection with the transactions contemplated hereby based upon arrangements made by or on behalf of Seller or Topco.

3.6 Legal Actions. Except as set forth on Schedule 3.6, there are no, and during the two (2) years preceding the date hereof there have been no, Actions pending or, to the knowledge of Seller, threatened in writing to which Seller is or was a party, which would challenge, or that may have the effect of preventing, delaying, making illegal or otherwise interfering with, any of the transactions contemplated by this Agreement, except for claims of creditors or other parties in the Bankruptcy Cases following the Petition Date.

ARTICLE IV
REPRESENTATIONS AND WARRANTIES OF PURCHASER

Purchaser represents and warrants to Seller as of the date hereof or, if such representation and warranty is expressly made as of a different date, as of such different date, as follows.

4.1 Organization and Qualification. Purchaser is an entity duly created, formed or organized (as applicable), validly existing and in good standing under the laws of the jurisdiction

of its creation, formation or organization (as applicable) and has all requisite corporate power and authority necessary to conduct its business as it is now being conducted, except (other than with respect to Purchaser's due formation and valid existence) as would not, individually or in the aggregate, reasonably be expected to have an adverse effect on Purchaser's ability to consummate the transactions contemplated by this Agreement. Purchaser is duly licensed or qualified to do business and is in good standing (where such concept is recognized under applicable Law) under the Laws of each jurisdiction in which the nature of the business conducted by it or the character or location of the properties owned or used by it makes such licensing or qualification necessary, except where the failure to be so licensed, qualified or in good standing would not, individually or in the aggregate, reasonably be expected to have an adverse effect on Purchaser's ability to consummate the transactions contemplated by this Agreement.

4.2 Authorization of Agreement. Purchaser has all necessary power and authority to execute and deliver this Agreement and to perform its obligations hereunder and to consummate the transactions contemplated hereby. The execution, delivery and performance by Purchaser of this Agreement and the consummation by Purchaser of the transactions contemplated hereby, subject to requisite Bankruptcy Court approvals, have been duly authorized by all requisite corporate or similar organizational action and no other corporate or similar organizational proceedings on its part are necessary to authorize the execution, delivery and performance by Purchaser of this Agreement and the consummation by it of the transactions contemplated hereby. Subject to requisite Bankruptcy Court approvals, this Agreement has been duly executed and delivered by Purchaser and, assuming due authorization, execution and delivery hereof by the other Parties, constitutes legal, valid and binding obligations of Purchaser, enforceable against Purchaser in accordance with its terms, except that such enforceability may be limited by the Enforceability Exceptions.

4.3 Conflicts; Consents.

(a) Assuming that the Confirmation Order and all other requisite Bankruptcy Court approvals are obtained, neither the execution and delivery by Purchaser of this Agreement, nor the consummation by Purchaser of the transactions contemplated hereby, nor performance or compliance by Purchaser with any of the terms or provisions hereof, will (A) conflict with or violate any provision of Purchaser's Organizational Documents, (B) violate any Law or Order applicable to Purchaser, (C) violate or constitute a breach of or default (with or without notice or lapse of time, or both) under or give rise to a right of termination, modification, or cancelation of any obligation or to the loss of any benefit, any of the terms or provisions of any loan or credit agreement or other material Contract to which Purchaser is a party or accelerate Purchaser's obligations under any such Contract, or (D) result in the creation of any Encumbrance (other than a Permitted Encumbrance) on any properties or assets of Purchaser or any of its Subsidiaries, except, in the case of clauses (B) through (C), as would not, individually or in the aggregate, reasonably be expected to prevent or materially impair, alter or delay the ability of Purchaser to consummate the transactions contemplated hereby.

(b) Purchaser is not required to file, seek or obtain any notice, authorization, approval, Order, permit or Consent of or with any Governmental Body in connection with the execution, delivery and performance by Purchaser of this Agreement or

the consummation by Purchaser of the transactions contemplated hereby, except (i) where failure to obtain such Consent, approval, authorization or action, or to make such filing or notification, would not, individually or in the aggregate, reasonably be expected to prevent or materially impair, alter or delay the ability of Purchaser to consummate the transactions contemplated hereby or (ii) except as set forth on Schedule 4.3(a).

4.4 Financing. Purchaser has, and will have at the Closing, the financial capability and all sufficient cash on hand necessary to pay the Purchase Price in full and to consummate all of the other transactions contemplated to be consummated by it pursuant to this Agreement, including the payment in full of all fees, expenses of, and other amounts required to be paid by Purchaser in connection with the transactions contemplated by this Agreement, and does not know of any circumstance or condition that could reasonably be expected to prevent or substantially delay the availability of such funds or otherwise impair such capability at the Closing and such other dates that such obligations and transactions are required to be satisfied pursuant to the terms hereof. Purchaser affirms that it is not a condition to Closing or to any of its obligations under this Agreement that Purchaser obtains financing for the transactions contemplated by this Agreement.

4.5 Securities Law Matters.

(a) Purchaser understands that the Equity Interests have not been registered under the Securities Act and that the Equity Interests are, to the extent not acquired pursuant to section 1145 of the Bankruptcy Code, being offered and sold pursuant to an exemption from registration contained in the Securities Act, based in part upon Purchaser's representations contained in this Agreement and cannot be sold unless subsequently registered under the Securities Act or an exemption from registration is available.

(b) Purchaser is acquiring the Equity Interests for its own account (or for the accounts for which it is acting as investment advisors or manager) for investment and not with a present view toward distribution, within the meaning of the Securities Act.

(c) Purchaser is an "accredited investor" as that term is defined in Regulation D promulgated under the Securities Act and has such knowledge and experience in financial and business matters that Purchaser is capable of evaluating the merits and risks of its investment. Purchaser understands and is able to bear any economic risks with such investment. Purchaser acknowledges that it has been afforded the opportunity to ask questions and receive answers concerning Company and to obtain additional information that it has requested.

4.6 Brokers. There is no investment banker, broker, finder, or other intermediary which has been retained by or is authorized to act on behalf of Purchaser that might be entitled to any fee or commission in connection with the transactions contemplated by this Agreement.

4.7 Legal Actions. There are no Actions pending or, to Purchaser's knowledge, threatened against or affecting Purchaser that will or would be reasonably likely to adversely affect Purchaser's performance of its obligations under this Agreement or the consummation of the transactions contemplated by this Agreement.

4.8 Certain Arrangements. There are no Contracts, undertakings, commitments or obligations, whether written or oral, between or among any member of the Purchaser Group, on the one hand, and any member of the management of Seller or Company or any of their respective board of directors (or applicable governing body of any Affiliate of Seller or Company), any holder of equity or debt securities of Seller or Company, or any lender or creditor of Seller or Company or any Affiliate of Seller or Company, on the other hand, (a) relating in any way to the acquisition of the Equity Interests, the Acquired Contracts, or the transactions contemplated by this Agreement or (b) that would be reasonably likely to prevent, restrict, impede or affect adversely the ability of Seller or Company or any of their respective Affiliates to entertain, negotiate or participate in any such transactions.

4.9 Solvency. Purchaser is, and immediately after giving effect to the transactions contemplated by this Agreement each of Purchaser and Company shall be, solvent and at all times shall: (a) be able to pay its debts as they become due; (b) own property that has a fair saleable value greater than the amounts required to pay its debt (including a reasonable estimate of the amount of all contingent Liabilities) and (c) have adequate capital to carry on its business. No transfer of property is being made and no obligation is being incurred in connection with the transactions contemplated hereby with the intent to hinder, delay or defraud either present or future creditors of Purchaser or Company. In connection with the transactions contemplated hereby, Purchaser has not incurred, nor plans to incur, debts beyond its ability to pay as they become absolute and matured.

4.10 WARN Act and Mass Layoffs. Purchaser does not currently plan or contemplate any plant closings, reduction in force or terminations of employees of Company that would trigger obligations under the Worker Adjustment and Retraining Notification Act of 1988 or any similar Laws ("WARN Act") or similar laws.

4.11 No Foreign Person. Purchaser is not a "foreign person" as defined at 31 C.F.R. § 800.224 and the transactions contemplated by this Agreement will not constitute a "covered transaction," as defined at 31 C.F.R. § 800.213.

4.12 No Competitive Assets. Neither Purchaser nor any of its "associates" or "affiliates" (each as defined in 16 CFR 801.1(d)) hold five percent (5%) or more of the economic interest, voting securities or non-corporate interests (as "hold," "voting securities" and "non-corporate interest" are defined under 16 CFR 801) of any entity that competes with any of the Acquired Entities.

ARTICLE V
BANKRUPTCY COURT MATTERS

5.1 Bankruptcy Actions.

(a) Seller shall seek approval of the Confirmation Order. Seller may modify the Confirmation Order pursuant to discussions with the United States Trustee assigned to the Bankruptcy Case, the Bankruptcy Court, any creditor or committee representing a group of creditors in the Bankruptcy Case, or any other party in interest, with such modifications being acceptable to Purchaser in its commercially reasonable discretion.

(b) The bidding procedures to be employed with respect to this Agreement shall be those reflected in the Bidding Procedures Order. Purchaser agrees and acknowledges that Seller, including through its Advisors, is and may continue soliciting inquiries, proposals or offers from third parties in connection with any Alternative Transaction pursuant to the terms of the Bidding Procedures Order.

(c) From the date hereof until the earlier of (i) the termination of this Agreement in accordance with Article VIII and (ii) the Closing Date, the Seller Parties shall use their respective commercially reasonable efforts to obtain entry by the Bankruptcy Court of the Confirmation Order.

(d) Purchaser shall promptly take all actions as are reasonably requested by Seller to assist in obtaining the Bankruptcy Court's entry of the Confirmation Order and any other Order reasonably necessary in connection with the transactions contemplated by this Agreement as promptly as practicable, including furnishing affidavits, financial information, or other documents or information for filing with the Bankruptcy Court and making such employees and Advisors of Purchaser and its Affiliates available to testify before the Bankruptcy Court.

(e) Seller and Purchaser shall (i) appear formally or informally in the Bankruptcy Court if reasonably requested by the other Party or required by the Bankruptcy Court in connection with the transactions contemplated by this Agreement and (ii) keep the other reasonably apprised of the status of material matters related to the Agreement, including, upon reasonable request promptly furnishing the other with copies of notices or other communications received by Seller from the Bankruptcy Court with respect to the transactions contemplated by this Agreement.

(f) If an Auction is conducted, and Purchaser is not the prevailing party at the conclusion of such Auction (such prevailing party, the "Winning Bidder") but is the next highest bidder at the Auction, Purchaser shall be required to serve as a back-up bidder (the "Back-Up Bidder") and keep Purchaser's bid to consummate the transactions contemplated by this Agreement on the terms and conditions set forth in this Agreement (as the same may be revised in the Auction) open and irrevocable until the earlier of (i) the closing of the transaction with the Winning Bidder notwithstanding any outside date set forth in such Back-Up Bidder's proposed purchase agreement or the chapter 11 plan and (ii) the date that is four (4) months following the conclusion of the Auction (the earlier of (i) and (ii), the "Auction Outside Date"). If the Winning Bidder fails to consummate the applicable Alternative Transaction or the purchase agreement with the Winning Bidder is otherwise validly terminated in accordance with its terms, the Back-Up Bidder will be deemed to have the new prevailing bid, and Seller and Company may consummate the transactions contemplated by this Agreement on the terms and conditions set forth in this Agreement (as the same may have been improved upon in the Auction).

(g) Each Party acknowledges that this Agreement and the sale of Company are subject to higher and better bids and Bankruptcy Court approval. Purchaser acknowledges that Seller must take reasonable steps to demonstrate that it has sought to obtain the highest or otherwise best price for the Equity Interests and the Acquired Contracts,

including giving notice thereof to the creditors of Seller, Company and other interested parties, providing information about Seller and Company to prospective bidders, entertaining higher and better offers from such prospective bidders, and, in the event that additional qualified prospective bidders desire to bid for the Equity Interests and the Acquired Contracts, conducting an Auction.

(h) Nothing in this Section 5.1 shall prevent Seller or Company from modifying the bidding procedures pursuant to the Bidding Procedures Order as necessary or appropriate to maximize value for Seller's estate in accordance with Seller's fiduciary obligations.

5.2 Approval. Seller's and Company's respective obligations under this Agreement and in connection with the transactions contemplated hereby are subject to entry of and, to the extent entered, the terms of any Orders of the Bankruptcy Court (including entry of the Confirmation Order). Nothing in this Agreement shall require Seller or Company or any of their respective Affiliates to give testimony to or submit a motion to the Bankruptcy Court that is untruthful or to violate any duty of candor or other fiduciary duty to the Bankruptcy Court or its stakeholders.

ARTICLE VI
COVENANTS AND AGREEMENTS

6.1 Access to Information.

(a) From the date hereof until the Closing (or the earlier termination of this Agreement pursuant to Article VIII), Topco will provide Purchaser and its authorized Advisors with reasonable access and upon reasonable advance notice and during regular business hours (so long as consistent with applicable Law and in accordance with the reasonable procedures established by it) to Company's books and records (excluding any personnel files) to the extent related to the Business, in order for Purchaser and its authorized Advisors to access such information regarding Company as is reasonably necessary in order to consummate the transactions contemplated by this Agreement; provided that (i) such access does not unreasonably interfere with the normal operations of Seller or Company, (ii) such access will occur in such a manner as Topco reasonably determines to be appropriate to protect the confidentiality of the transactions contemplated by this Agreement and such books and records, (iii) all requests for access will be directed to PJT or such other Person(s) as Topco may designate in writing from time to time, (iv) such access shall not include any environmental sampling, monitoring or testing or other invasive, intrusive, surface or subsurface investigations, assessments or analysis of soil, groundwater, air, building materials or other environmental media of the sort generally referred to as a Phase II environmental investigation, and (v) nothing herein will require Topco or Company to provide access to, or to disclose any information to, Purchaser or any other Person if such access or disclosure would (A) reasonably cause competitive harm to Seller or Company, (B) reasonably require Company to disclose any financial or proprietary information of or regarding any of its Affiliates or otherwise disclose information regarding any of its Affiliates that Company deems to be commercially sensitive, (C) reasonably waive any legal privilege, (D) reasonably be in violation of applicable Laws or the provisions of any Contract to which Company or any of its Affiliates is bound or would reasonably violate any fiduciary duty, or (E) require the

disclosure of or access to information of the Retained Business (including, for the avoidance of doubt, copies of any consolidated, combined, unitary or other affiliated group Tax Return of Seller).

(b) The information provided pursuant to this Section 6.1 will be used solely for the purpose of consummating the transactions contemplated by this Agreement and will be governed by all the terms and conditions of the Confidentiality Agreement, which Confidentiality Agreement shall survive the execution of this Agreement through the first to occur of the Closing and two (2) years following the date hereof notwithstanding anything to the contrary therein. Purchaser will, and will cause its Advisors to, abide by the terms of the Confidentiality Agreement with respect to such access and any information furnished to Purchaser or any of its Advisors. Seller, Company and its Affiliates make no representation or warranty as to the accuracy of any information, if any, provided pursuant to this Section 6.1, and none of Purchaser or its Advisors may rely on the accuracy of any such information, in each case, other than the Express Representations.

(c) Purchaser will not, and will not permit any Advisor or any other member of the Purchaser Group to, contact any officer, manager, director, employee, customer, supplier, lessee, lessor, lender, licensee, licensor, distributor, noteholder or other material business relation of Seller or Company or any of their Affiliates prior to the Closing with respect to Seller, Company, or any of their respective businesses (including the Business) or the transactions contemplated by this Agreement, in each case, without the prior written Consent of Topco for each such contact.

(d) From and after the Closing, Purchaser will, and will cause Company, the other members of the Purchaser Group, and their respective Advisors to, provide Seller and its authorized Advisors with such information in its possession or under its control (including accounting, Tax and any other information) and reasonable access (for the purpose of examining and copying), during normal business hours, to the personnel, books and records of Company with respect to periods or occurrences prior to or on the Closing Date in connection with any matter, whether or not relating to or arising out of this Agreement or the transactions contemplated hereby. Unless otherwise consented to in writing by Topco or any Seller Party, for a period of seven (7) years following the Closing Date, Purchaser shall, and shall cause Company to, properly retain and maintain all books and records (in any medium) of Company, or any portions thereof, relating to periods on or prior to the Closing Date.

6.2 Regulatory Approvals.

(a) Seller will, and will cause Company (to the extent it is able) to, (i) make or cause to be made all filings, submissions and notices required to be made by Seller or Company under any applicable Laws for the consummation of the transactions contemplated by this Agreement, (ii) cooperate with Purchaser in exchanging such information and providing such assistance as Purchaser may reasonably request in connection with any filings or notices required to be made by any member of the Purchaser Group pursuant to Section 6.2(b), and (iii) (A) supply promptly any additional information and documentary material that may be requested in connection with the filings made pursuant to

this Section 6.2(a) or Section 6.2(b) and (B) use reasonable best efforts to take all actions necessary to obtain all required Governmental Authorizations or Consents in connection with such filings.

(b) Purchaser will, and will cause its Affiliates and Advisors to, (i) make or cause to be made all filings and submissions required to be made by any member of the Purchaser Group under any applicable Laws for the consummation of the transactions contemplated by this Agreement, (ii) cooperate with Seller and Company in exchanging such information and providing such assistance as Seller or Company may reasonably request in connection with any filings made by Seller or Company pursuant to Section 6.2(a), and (iii) (A) supply promptly any additional information and documentary material that may be requested in connection with the filings made pursuant to this Section 6.2(b) or Section 6.2(a) and (B) use reasonable best efforts to take all actions necessary to obtain all required Governmental Authorizations or Consents.

6.3 Antitrust Notification. Purchaser will not, and will not permit any other member of the Purchaser Group or their respective Affiliates to, engage in any action or enter into any transaction or permit any action to be taken or transaction to be entered into that could reasonably be expected to (i) increase the risk of any Governmental Body entering an Order preventing, delaying or prohibiting the consummation of the transactions contemplated by this Agreement or (ii) delay the consummation of the transactions contemplated by this Agreement.

6.4 Reasonable Efforts; Cooperation.

(a) Subject to the other terms of this Agreement, each Party shall, and shall cause its respective Subsidiaries (and in the case of Seller, the Company (to the extent it is able)) and its and their respective Advisors to, use its and their respective reasonable best efforts to perform its obligations hereunder and to take, or cause to be taken, and do, or cause to be done, all things necessary, proper or advisable to cause the transactions contemplated herein to be effected as soon as practicable, but in any event on or prior to the Outside Date, in accordance with the terms hereof and to cooperate with each other Party, its Affiliates and its and their respective Advisors in connection with any step required to be taken as a part of its obligations hereunder. Notwithstanding the foregoing or anything else herein to the contrary, the "reasonable best efforts" of Seller or Company, as applicable, will not require Seller, Company or any of their respective Affiliates or Advisors to expend any money to remedy any breach of any representation or warranty, to commence any Action, to waive or surrender any right, to modify any Contract or to waive or forego any right, remedy or condition hereunder.

(b) The obligations of Seller and Company pursuant to this Agreement, including this Section 6.3, shall be subject to any Orders entered, or approvals or authorizations granted or required, by or under the Bankruptcy Court or the Bankruptcy Code (including in connection with the Bankruptcy Cases), Seller's debtor-in-possession financing, Seller's obligations as a debtor in possession to comply with any Order of the Bankruptcy Court (including the Bidding Procedures Order, and the Confirmation Order), and Seller's or Company's duty to seek and obtain the highest or otherwise best price for the Equity Interests and the Acquired Contracts as required by the Bankruptcy Code.

6.5 Further Assurances. From time to time, as and when requested by any Party and at such requesting Party's expense, any other Party will execute and deliver, or cause to be executed and delivered, all such documents and instruments and will take, or cause to be taken, all such further or other actions as such requesting Party may reasonably deem necessary or desirable to evidence and effectuate the transactions contemplated by this Agreement.

6.6 Acknowledgment by Purchaser; Independent Investigation; No Outside Reliance.

(a) Purchaser acknowledges and agrees, on its own behalf and on behalf of the other members of the Purchaser Group, that it has been afforded full access to the books and records, facilities and personnel of Company and has conducted, to its full satisfaction, an independent investigation and verification of the Business (including its financial condition, results of operations, assets, Liabilities, properties, Contracts, environmental, health or safety conditions and compliance, employee matters, regulatory compliance, business risks and prospects) of Company, and, in making its determination to proceed with the transactions contemplated by this Agreement, Purchaser and the other members of the Purchaser Group have relied, are relying, and will rely solely on the representations and warranties of Seller and Company expressly contained in Article II and Article III (as qualified by the Schedules and in accordance with the express terms and conditions (including limitations and exclusions) of this Agreement) (the "Express Representations") and the results of the Purchaser Group's own independent investigation and verification and have not relied on, are not relying on, and will not rely on, any information, statements, disclosures, documents, projections, forecasts or other material made available to Purchaser or any of its Affiliates or Advisors in that certain datasite administered by Intralinks (the "Dataroom"") and any other electronic or "virtual" dataroom, any presentations or other materials prepared by or on behalf of Seller or any other Seller Party, including those prepared by PJT (the "Information Presentation"), or any projections, forward-looking statements and other forecasts (whether in written, electronic, or oral form, and including in the Information Presentation, Dataroom, management meetings, etc.) (collectively, "Projections") or any other information, statements, disclosures or materials, in each case, whether written or oral, made or provided by or on behalf of Seller or any other Seller Party, or any failure of any of the foregoing to disclose or contain any information, except for the Express Representations (it being understood that Purchaser and the other members of the Purchaser Group have relied only on the Express Representations). Purchaser acknowledges and agrees, on its own behalf and on behalf of the other members of the Purchaser Group, that (i) the Express Representations are the sole and exclusive representations, warranties and statements of any kind made to Purchaser or any other member of the Purchaser Group and on which Purchaser or any other member of the Purchaser Group may rely in connection with the transactions contemplated by this Agreement and (ii) all other representations, warranties and statements of any kind or nature expressed or implied, whether in written, electronic or oral form, including (A) the completeness or accuracy of, or any omission to state or to disclose, any information (other than solely to the extent expressly set forth in the Express Representations), including in the Dataroom, Information Presentation, Projections, meetings, calls or correspondence with management of Seller, any other Seller Parties or any other Person on behalf of Seller or any other Seller Parties or any of their respective Affiliates or Advisors and (B) any other statement relating to the historical, current or future business, financial condition, results of operations, assets, Liabilities, properties, Contracts, environmental,

health or safety conditions and compliance, employee matters, regulatory compliance, business risks and prospects of Company, the Business, or the quality, quantity or condition of Company's assets, are, in each case, specifically disclaimed by Seller, on its behalf and on behalf of each other Seller Parties. Purchaser, on its own behalf and on behalf of the other members of the Purchaser Group: (1) disclaims reliance on the items in clause (ii) in the immediately preceding sentence; (2) acknowledges and agrees that it does not have any knowledge that the representations and warranties of Seller or Company in this Agreement are not true and correct in all respects, and does not have any knowledge of any errors in, or material omissions from, the Schedules, (3) acknowledges and agrees that it has relied on, is relying on and will rely on only the items in clause (i) in the immediately preceding sentence, and (4) that neither Seller nor any other Person (including the other Seller Parties) will have any obligation to update any information (including any information in the Dataroom, the Information Presentation, or the Projections) provided to Purchaser or any other member of the Purchaser Group or its or their respective Advisors. Without limiting the generality of the foregoing, Purchaser acknowledges and agrees, on its own behalf and on behalf of the other members of the Purchaser Group, that neither Company nor any other Person (including the Seller Parties) has made, is making or is authorized to make, and Purchaser, on its own behalf and on behalf of the other members of the Purchaser Group, hereby waives, all rights and claims it or they may have against any Seller Party with respect to the accuracy of, any omission or concealment of, or any misstatement with respect to, (x) any potentially material information regarding Company or any of its assets, Liabilities or operations and (y) any warranty or representation (whether in written, electronic or oral form), express or implied, as to the quality, merchantability, fitness for a particular purpose, or condition of Company's Business, operations, assets, Liabilities, Contracts, environmental, health or safety conditions and compliance, employee matters, regulatory compliance, business risks and prospects or any portion thereof, except, in each case, solely to the extent expressly set forth in the Express Representations.

(b) Without limiting the generality of the foregoing, in connection with the investigation by the Purchaser Group of Company, Purchaser and the other members of the Purchaser Group, and the Advisors of each of the foregoing, have received or may receive, from or on behalf of Seller or other Seller Parties, certain Projections. Purchaser acknowledges and agrees, on its own behalf and on behalf of the other members of the Purchaser Group, that (i) such Projections are being provided solely for the convenience of Purchaser to facilitate its own independent investigation of Company, (ii) there are uncertainties inherent in attempting to make such Projections, (iii) Purchaser is familiar with such uncertainties, and (iv) Purchaser is taking full responsibility for making its own evaluation of the adequacy and accuracy of all Projections (including the reasonableness of the assumptions underlying such Projections).

(c) Purchaser acknowledges and agrees, on its own behalf and on behalf of the other members of the Purchaser Group, that it will not assert, institute, or maintain, and will cause each member of the Purchaser Group not to assert, institute or maintain, any Action that makes any claim contrary to the agreements and covenants set forth in this Section 6.6, including any such Action with respect to the distribution to Purchaser or any other member of the Purchaser Group, or Purchaser's or any other member of the Purchaser Group's use, of the information, statements, disclosures or materials in the Information Presentation, the

Dataroom or Projections or any other information, statements, disclosures, or materials, in each case whether written or oral, provided by them or any other Seller Party or any failure of any of the foregoing to disclose any information.

(d) Purchaser acknowledges and agrees, on its own behalf and on behalf of the other members of the Purchaser Group, that the covenants and agreements contained in this Section 6.6 (i) require performance after the Closing to the maximum extent permitted by applicable Law and (ii) are an integral part of the transactions contemplated by this Agreement and that, without these agreements set forth in this Section 6.6, Seller would not enter into this Agreement.

6.7 Directors' and Officers' Indemnification.

(a) For a period of six (6) years following the Closing, Purchaser shall (i) cause Company not to amend, repeal or otherwise modify its Organizational Documents as in effect as of immediately prior to the Closing, in any manner that would adversely affect the rights thereunder relating to the exculpation or indemnification of individuals who are or were directors, officers or similar functionaries of Company (each, a "D&O Indemnified Party") and (ii) cause Company to honor the indemnification, advancement of expenses and exculpation provisions and pay any amounts associated therewith pursuant to Company's Organizational Documents as in effect immediately prior to the Closing; provided that all rights to exculpation, indemnification or advancement of expenses in respect of any Action pending or asserted prior to Closing or within the six (6) year period after the Closing shall continue until the final disposition of such Action or final resolution of such claim.

(b) If Purchaser or Company, as applicable, or any of their respective successors or assigns proposes to (i) consolidate with or merge into any other Person and Purchaser or Company, as applicable, shall not be the continuing or surviving entity in such consolidation or merger or (ii) transfer all or substantially all of its properties and assets to any Person, then, and in each case, Purchaser shall, and shall cause Company to, as applicable, use reasonable best efforts to ensure that proper provision be made prior to or concurrently with the consummation of such transaction so that the successors and assigns of Purchaser or Company, as the case may be, shall, from and after the consummation of such transaction, honor the indemnification and other obligations set forth in this Section 6.7(b).

(c) The obligations of Purchaser under this Section 6.7 (i) shall survive the consummation of the transactions contemplated by this Agreement and the Closing, (ii) are intended to be for the benefit of, and shall be enforceable by, each D&O Indemnified Party and his or her successors, heirs and representatives as if such Persons were a party to this Agreement, (iii) are in addition to, and not in substitution for, any other rights to indemnification or contribution that any such Person may have by Contract or otherwise, (iv) will not be terminated or modified in such a manner as to adversely affect any D&O Indemnified Party without the prior written Consent of such affected Person and (v) shall be binding on Purchaser's and Company's acquirors, successors and assigns.

6.8 Guaranty.

(a) Each Guarantor hereby irrevocably, absolutely and unconditionally guarantees to Seller and Company (i) the due and punctual performance, when and as due, of all obligations, covenants and agreements of Purchaser arising under or pursuant to this Agreement; (ii) the accuracy of Purchaser's representations and warranties set forth herein; and (iii) the punctual payment of all sums, if any, now or hereafter owed by Purchaser under and in accordance with the terms of this Agreement, including the payment obligations of Purchaser pursuant to Sections 1.2 and 1.4 (the matters set forth in clauses (i), (ii), and (iii), collectively, the "Guaranteed Obligations").

(b) If Purchaser fails to perform any of the Guaranteed Obligations, then each Guarantor shall itself be jointly and severally liable with the other Guarantor for the Guaranteed Obligations and shall perform or take whatever steps as may be necessary to procure performance of the same.

(c) Notwithstanding any other provision of this Section 6.8, nothing herein shall be construed as imposing greater obligations or Liabilities on any Guarantor than for which Purchaser itself would be liable under this Agreement or obliging any Guarantor to indemnify and hold harmless Seller and Company against any losses, costs, or expenses for which Purchaser itself would not be liable under this Agreement, except as set forth in this Section 6.8, including Section 6.8(f) and 6.8(h).

(d) The obligations of Seller and Company under this Agreement shall conclusively be deemed to have been created, contracted, or incurred in reliance upon this Section 6.8 and all dealings among Seller, Company and Purchaser shall likewise be conclusively presumed to have been consummated in reliance upon this Section 6.8.

(e) Each Guarantor's obligations hereunder shall not be affected by any facts or circumstances that might constitute a legal or equitable bar, discharge or defense to any Guaranteed Obligations available to such Guarantor but not available to Purchaser, and each Guarantor hereby expressly waives and renounces any and all such bars, discharges and defenses.

(f) The guarantee by each Guarantor contained herein shall be a continuing guarantee, shall remain in full force and effect and shall continue to be enforceable by each of Seller and Company until the performance by Purchaser of all of the Guaranteed Obligations and that upon completion of all Guaranteed Obligations (notwithstanding any change, restructuring, bankruptcy, insolvency or termination of the corporate structure or existence of Seller or Company), and that upon completion of all of the Guaranteed Obligations in full this guarantee shall terminate automatically and each Guarantor shall stand discharged of all of its obligations under this guarantee. Each Guarantor shall indemnify each of Seller and Company for any costs and expenses incurred by Seller and Company in enforcing this Section 6.8, including the fees and expenses of counsel and other Advisors of Seller and Company in the investigation and prosecution of any Action with respect hereto. Each Guarantor's obligations under this Section 6.8 shall not be terminated, modified,

affected or impaired by reason of any relief or discharge of Purchaser from any of Purchaser's obligations in bankruptcy or similar proceedings, or by liquidation or dissolution.

(g) The liability of each Guarantor under this Section 6.8 shall be absolute, unconditional and irrevocable.

(h) Each Guarantor hereby makes the representations and warranties set forth in Article IV as to itself, and such representations and warranties shall apply *mutatis mutandis* as if such Guarantor were substituted for Purchaser therein.

6.9 Transitional Use of Marks; Background Licenses.

(a) Company may, solely for a period from the Closing Date until the date that is six (6) months thereafter (the "Phase-Out Period"), continue to use the GenesisCare Marks listed on Schedule 6.9(a), solely to the extent and in substantially the same manner as used by Company immediately prior to the Closing. After the Closing, Purchaser shall cause Company and any other member of the Purchaser Group who uses the GenesisCare Marks after the Closing (as applicable) to, maintain quality standards at least as high as those in effect as of the Closing with respect to any products or services provided or delivered in connection with any GenesisCare Marks during the Phase-Out Period. All goodwill arising from or associated with the Purchaser Group's use of any Genesiscare Mark shall inure to the benefit of the Seller or its Affiliates, as applicable, that own the applicable GenesisCare Mark.

(b) Each of Seller and Purchaser, for itself, its Affiliates (including in the case of Seller, Company) and other members of the Purchaser Group, acknowledges and agrees that, except as expressly permitted under Section 6.9(a), no member of the Purchaser Group (including, after the Closing, the Company) shall have, or are obtaining, any right, title or interest in, to or under any GenesisCare Marks. Purchaser (i) shall not, and following the Closing shall cause the other members of the Purchaser Group (including, after the Closing, Company) not to, hold themselves out as having any affiliation with Seller, its Subsidiaries, or the Retained Business; (ii) shall use commercially reasonable efforts to, to the extent practicable, avoid consumer confusion as between the Purchaser Group (including, after the Closing, Company) and the Business, on the one hand, and the Retained Entities and the Retained Business, on the other hand; and (iii) shall use commercially reasonable efforts to minimize (where reasonably practicable) during the Phase-Out Period, and shall eliminate by the expiration of the Phase-Out Period, any use of the GenesisCare Marks by any members of the Purchaser Group (including, after the Closing, Company), including (A) from all websites, social and mobile media or other digital content in their possession or control, and (B) from all products, signage, vehicles, properties, technical information, stationery and promotional or other marketing materials and other assets. Notwithstanding anything to the contrary in this Agreement, the Purchaser Group (including, after the Closing, Company) has the right to use the GenesisCare Marks in a non-trademark manner after the Closing solely (w) as required by applicable Law, (x) on internal business and legal documents, materials, and items, (y) to factually and accurately describe the history of Company or the business of the Seller Parties that previously constituted the Business, on the one hand, and Seller and the other Seller Parties, on the other hand, and (z) as otherwise permitted by Law.

(c) Purchaser, for itself and on behalf of the other members of the Purchaser Group, acknowledges and agrees that, from and after the Closing, it shall indemnify Seller and the other Seller Parties and each of their respective officers, directors, employees, agents and representatives against and hold harmless from any losses suffered or incurred by any such indemnified party to the extent arising from any use by Purchaser or any other member of the Purchaser Group (including, after the Closing, Company) of the GenesisCare Marks or in any breach of this Section 6.9.

6.10 Insurance. Purchaser acknowledges and agrees that, from and after the Closing, Company and the operations, assets and Liabilities of the Business in respect thereof, shall cease to be insured by Seller's, Company's or its or their respective Affiliates' insurance policies or by any of their respective self-insured programs, and neither Purchaser nor its Affiliates (including the Business and Company) shall have any access, right, title or interest to or in any such insurance policies (including to all claims and rights to make claims and all rights to proceeds) to cover the Business, Company, or the operations or assets or Liabilities in respect thereof. Seller or its Affiliates may amend any insurance policies in the manner it deems appropriate to give effect to this Section 6.10. From and after the Closing, Purchaser shall be responsible for securing all insurance it considers appropriate for the Business, Company, and the operations and assets and Liabilities in respect thereof. Purchaser further covenants and agrees not to seek to assert or to exercise any rights or claims of, or in respect of, the Business, Company, and the operations and assets and Liabilities in respect thereof, under or in respect of any past or current insurance policy under which Company or any of its Affiliates is a named insured.

6.11 Litigation Support. In the event that, and for so long as, any Seller Party or, any of the other Retained Entities, is prosecuting, contesting or defending any Action, investigation, charge, claim or demand by or against a third party or otherwise addressing, negotiating, disputing, investigating, complying with, mitigating, discharging or otherwise performing or managing any obligation, liability or loss in connection with (a) the transactions contemplated under this Agreement, or (b) any fact, situation, circumstance, status, condition, activity, practice, plan, occurrence, event, incident, action, failure to act, or transaction relating to, in connection with or arising from the Business or Company, Purchaser shall, and shall cause the other members of the Purchaser Group (and its and their respective Advisors) to, reasonably cooperate with the Seller Party and the other Retained Entities (as applicable) and its or their counsel, in such prosecution, contest or defense, including making available its personnel, participating in meetings and providing such testimony and access to its books and records and taking such other actions as shall be reasonably necessary in connection with such prosecution, contest or defense. Notwithstanding anything in this Agreement to the contrary, Seller and the other Seller Parties shall retain full control of prosecuting, contesting, defending, compromising, settling or taking any other action related to or in connection with any Action, investigation, charge, claim or demand by or against a third party related to any Retained Entity or the Retained Business, whether arising before or after the Closing, and neither Purchaser nor its Affiliates shall have any rights in connection therewith.

6.12 Post-Closing Payments.

(a) During the twenty-four (24) month period after the Closing (or in the case of any Seller Party, after the closing of the Bankruptcy Cases or winding-up of any

such Seller Party, if earlier), in the event that any Seller Party or any member of the Purchaser Group receives payments or funds or such party discovers funds due or belonging to the other party pursuant to the terms of this Agreement, the Plan, or any of the other documents or certificates to be delivered in connection herewith or therewith, then the party receiving or discovering such payments or funds shall promptly forward or transfer or cause to be promptly forwarded or transferred such payments or funds to the proper party (with appropriate endorsements, as applicable), for no additional consideration, and will account to such other party for all such receipts. Each Party acknowledges and agrees, on its own behalf and on behalf of the other members of the Seller Party or Purchaser Group, as applicable, and its and their respective assigns, that, except as otherwise explicitly provided in this Agreement, there is no right of offset regarding such payments and neither the Seller Parties nor any member of the Purchaser Group may withhold funds received from third parties for the account of the other party in the event there is a dispute regarding any other issue under this Agreement, the Plan, or any of the other documents or certificates to be delivered in connection herewith or therewith.

(b) During the twenty-four (24) month period after the Closing, if any member of the Purchaser Group receives any mail or packages addressed to any Seller Party and which do not relate to the Business, such member of the Purchaser Group shall promptly deliver (or cause to be delivered) such mail or packages to the appropriate Seller Party at the address listed in Section 9.3.

(c) During the twenty-four (24) month period after the Closing, if any of the Seller Parties receives any mail or packages solely relating to the Business, such Seller Party shall promptly deliver (or cause to be delivered) such mail or packages to the appropriate member of the Purchaser Group.

(d) Prior to any such transfer or delivery of such payments or funds referred in Section 6.12(a), 6.12(b) or 6.12(c), the applicable payments or funds shall be held in trust for the benefit or burden (as applicable), insofar as reasonably possible, of the Person entitled thereto or to be charged therewith (as applicable) until the consummation of the transfer or delivery thereof in accordance with this Section 6.12.

6.13 Seller Guarantees. Purchaser acknowledges that in the course of conduct of the Business, Seller and the other Seller Parties may have entered into various arrangements (a) in which guarantees, letters of credit, sureties, bonds or similar arrangements were issued by Seller or the other Seller Parties and (b) in which Seller or the other Seller Parties are the primary obligors on other Contracts, in any such case to support or facilitate the Business. The arrangements entered into by Seller and the other Seller Parties referred to in the foregoing clauses (a) and (b), solely to the extent relating to the Business are referred to as the "Seller Credit Support Obligations". It is understood that any Seller Credit Support Obligations are not intended to continue after the Closing. Purchaser agrees that it shall use its reasonable best efforts to obtain replacements for the Seller Credit Support Obligations (which shall include the full and unconditional release of Seller and the other Seller Parties, as applicable) that will be in effect at the Closing or, in the case of Seller Credit Support Obligations described in the foregoing clause (b), will use its commercially reasonable efforts to arrange for itself or one of its Subsidiaries to be substituted as the primary obligor thereon as of the Closing through an assumption, accession, acknowledgement or similar

agreement (which shall include the full and unconditional release of Seller and the other Seller Parties, as applicable) with the beneficiary of the applicable Seller Credit Support Obligation. Whether or not Purchaser is able to satisfy the terms of the immediately preceding sentence, Purchaser shall indemnify Seller and the other Seller Parties and each of their respective officers, directors, employees, partners, members, equityholders, managers, agents, Advisors, successors or permitted assigns from and against any and all Liabilities incurred by any of them relating to the Seller Credit Support Obligations. Purchaser agrees that, with respect to any Seller Credit Support Obligation, its reasonable best efforts pursuant to this Section 6.13 shall include, if requested, the execution and delivery by Purchaser, or by an Affiliate of Purchaser acceptable to the beneficiary of such Seller Credit Support Obligation, of a replacement guarantee that is substantially in the form of such Seller Credit Support Obligation. All costs and expenses incurred in connection with providing the release or substitution of the Seller Credit Support Obligations shall be borne by Purchaser.

ARTICLE VII
CONDITIONS TO CLOSING

7.1 Conditions Precedent to the Obligations of Purchaser, Guarantors and Seller. The respective obligations of each Party to consummate the transactions contemplated by this Agreement are subject to the satisfaction (or to the extent permitted by Law, written waiver by Topco and Purchaser) on or prior to the Closing Date, of each of the following conditions:

(a) no court of competent jurisdiction shall have entered any Order (including any temporary restraining Order or preliminary or permanent injunction) restraining, enjoining or otherwise prohibiting the transactions contemplated by this Agreement that is still in effect; and

(b) the Bankruptcy Court shall have entered the Confirmation Order in a form reasonably acceptable to Purchaser and the Plan shall have become effective in accordance with its terms.

(c) the receipt of the regulatory approvals identified in Section 6.2 or the receipt of sufficient assurances from the applicable regulatory bodies that Purchaser can proceed with Closing.

7.2 Conditions Precedent to the Obligations of Purchaser and Guarantors. The obligations of Purchaser and Guarantors to consummate the transactions contemplated by this Agreement are subject to the satisfaction (or to the extent permitted by Law, written waiver by Purchaser), on or prior to the Closing Date, of each of the following conditions:

(a) (i) the representations and warranties made by Seller set forth in Article II and Article III, (in each case, other than the Fundamental Representations) shall be true and correct in all respects as of the Closing as though made on and as of the Closing, except (A) that representations and warranties that are made as of a specified date need be true and correct in all respects only as of such date and (B) to the extent the failure of such representations and warranties to be true and correct as of such dates has not had a Material Adverse Effect and (ii) the representations and warranties set forth in Section 2.1

(Organization and Qualification of Company), Section 2.5 (Brokers), Section 3.1 (Organization of Seller), Section 3.2 (Authorization and Validity of Agreement), and Section 3.5 (Brokers) (collectively, the "Fundamental Representations") shall be true and correct in all material respects as of the Closing as though made on and as of the Closing, except that such Fundamental Representations that are made as of a specified date need be true and correct in all material respects only as of such date;

(b) Seller shall not have breached in a manner that is material with respect to the transactions contemplated by this Agreement, taken as a whole, the covenants required to be performed or complied with by Seller under this Agreement at or prior to Closing;

(c) the TSA shall have been duly and validly executed by Company, Guarantors, and GenesisCare USA, Inc. and shall have been delivered by Seller to Purchaser;

(d) Purchaser shall have received on and as of the Closing a certificate of an authorized officer of Seller confirming that (i) the conditions set forth in Sections 7.2(a) and 7.2(b) applicable to Seller have been satisfied; and (ii) the conditions to (A) the Closing Date set forth in the Plan and (B) the Restructuring set forth in the Plan, in each case, shall have been satisfied (or waived with the Consent of Purchaser) in accordance with the Plan;

(e) Purchaser shall have received on and as of the Closing an Assignment of Equity Interests substantively in the form attached hereto as Exhibit B, executed and delivered by Seller; and

(f) Purchaser shall have received on and as of the Closing a Bill of Sale and Assignment and Assumption agreement substantively in the form attached hereto as Exhibit C, executed and delivered by Seller, GenesisCare USA, Inc. and Purchaser.

7.3 Conditions Precedent to the Obligations of Seller. The obligations of Seller to consummate the transactions contemplated by this Agreement are subject to the satisfaction (or to the extent permitted by Law, written waiver by Topco), on or prior to the Closing Date, of each of the following conditions:

(a) the representations and warranties made by Purchaser in Article IV and each Guarantor in Section 6.8 shall be true and correct in all respects as of the Closing as though made on and as of the Closing (except that representations and warranties that are made as of a specified date need be true and correct in all respects only as of such date), except for any failure of such representations and warranties to so true and correct that has not had, individually or in the aggregate, a material adverse effect on the ability of Purchaser to consummate the transactions contemplated hereby;

(b) None of Purchaser not any Guarantor shall have breached in a manner that is material with respect to the transactions contemplated hereby, taken as a whole, the covenants required to be performed or complied with by it under this Agreement at or prior to the Closing;

(c) the TSA shall have been duly and validly executed by GenesisCare USA, Inc., Company, and Guarantors and shall have been delivered to Seller; and

(d) Seller shall have received on and as of the Closing a certificate of an authorized officer of Purchaser confirming that the conditions set forth in Sections 7.3(a) and 7.3(b) have been satisfied.

7.4 Waiver of Conditions. Upon the occurrence of the Closing, any condition set forth in this Article VII that was not satisfied as of the Closing will be deemed to have been waived for all purposes by the Party having the benefit of such condition as of and after the Closing. None of Purchaser or Seller may rely on the failure of any condition set forth in this Article VII, as applicable, to be satisfied if such failure was caused by such Party's failure to perform any of its obligations under this Agreement, including its obligation to use its reasonable best efforts to consummate the transactions contemplated hereby as required under this Agreement.

ARTICLE VIII
TERMINATION

8.1 Termination of Agreement. This Agreement may be terminated at any time prior to the Closing only in accordance with this Section 8.1, and in no other manner:

(a) by the mutual written Consent of Topco and Purchaser;

(b) by written notice of either Purchaser, on the one hand, or Topco, on the other hand, to the other, upon the issuance of an Order by a court of competent jurisdiction restraining, enjoining or otherwise prohibiting the consummation of the transactions contemplated by this Agreement or declaring unlawful the transactions contemplated by this Agreement, and such Order having become final, binding and non-appealable; provided that no Party may terminate this Agreement under this Section 8.1(b) if the issuance of such Order was caused by such Party's failure to perform any of its obligations under this Agreement;

(c) by written notice of either Purchaser, on the one hand, or Topco, on the other hand, to the other, if the Closing shall not have occurred on or before the later of (i) April 7, 2024 and, where applicable, (ii) the Auction Outside Date (the later of (i) and (ii), the "Outside Date"); provided that a Party shall not be permitted to terminate this Agreement pursuant to this Section 8.1(c) if the failure of the Closing to have occurred by the Outside Date was caused by such Party's failure to perform any of its obligations under this Agreement; provided further that Topco may extend the Outside Date up to an additional 30 days to the extent necessary to satisfy the conditions set forth in Section 7.1 so long as the other conditions in Article VII have been satisfied (other than conditions that by their nature are to be satisfied at the Closing, but which conditions are capable of being satisfied);

(d) by written notice from Topco to Purchaser, upon a breach of any covenant or agreement on the part of Purchaser or any Guarantor, or if any representation or warranty of Purchaser or any Guarantor will have become untrue, in each case, such that the conditions set forth in Section 7.3(a) or 7.3(b) would not be satisfied, including a breach of Purchaser's or any Guarantor's obligation to consummate the Closing; provided that (i) if such breach is curable by Purchaser or such Guarantor (other than a breach or failure by

Purchaser to close when required pursuant to Section 1.3), then Topco may not terminate this Agreement under this Section 8.1(d) for so long as Purchaser or such Guarantor (as applicable) continues to exercise reasonable best efforts to cure such breach unless such breach has not been cured by the date which is the earlier of (A) two (2) Business Days prior to the Outside Date and (B) 15 days after Topco first notifies Purchaser of such breach, and (ii) Topco's right to terminate this Agreement pursuant to this Section 8.1(d) will not be available to Topco at any time that Seller is in material breach of any covenant, representation or warranty hereunder;

(e) by written notice from Purchaser to Topco, upon a breach of any covenant or agreement on the part of Seller, or if any representation or warranty of Seller will have become untrue, in each case, such that the conditions set forth in Section 7.2(a) or 7.2(b) would not be satisfied; provided that (i) if such breach is curable by Seller (other than a breach or failure by Seller to close when required pursuant to Section 1.3), then Purchaser may not terminate this Agreement under this Section 8.1(e) for so long as Seller continues to exercise reasonable best efforts to cure such breach unless such breach has not been cured by the date which is the earlier of (A) two (2) Business Days prior to the Outside Date and (B) 15 days after Purchaser first notifies Topco of such breach and (ii) the right to terminate this Agreement pursuant to this Section 8.1(e) will not be available to Purchaser at any time that Purchaser or any Guarantor is in material breach of any covenant, representation or warranty hereunder;

(f) by written notice from Topco to Purchaser, if all of the conditions set forth in Sections 7.1 and 7.2 have been satisfied (other than conditions that by their nature are to be satisfied at the Closing, but which conditions are capable of being satisfied) or waived and Purchaser fails to complete the Closing at the time required by Section 1.3;

(g) by written notice from Topco to Purchaser, if Seller or the board of directors (or equivalent governing body) of Seller determines that proceeding with the transactions contemplated by this Agreement or failing to terminate this Agreement would be inconsistent with its or such Person's or body's fiduciary duties;

(h) by written notice of either Purchaser or Topco, if (i) Seller enters into one or more Alternative Transactions with one or more Persons other than Purchaser or the Winning Bidder or the Back-Up Bidder at the Auction or (ii) the Bankruptcy Court approves an Alternative Transaction other than with the Winning Bidder or the Back-up Bidder; or

(i) by written notice either from Purchaser, on the one hand, or Topco, on the other hand, if Purchaser is not the Winning Bidder or the Back-Up Bidder at the Auction.

8.2 Effect of Termination. In the event of termination of this Agreement in accordance with Section 8.1, this Agreement shall forthwith become null and void and no Party or any of its partners, officers, directors, managers or equityholders will have any Liability under this Agreement; provided that Sections 1.4, 6.1(b), 6.8, and 8.2 and Article IX shall survive any such termination; provided further that no termination will relieve Purchaser from any Liability for

damages, losses, costs or expenses (which the Parties acknowledge and agree shall not be limited to reimbursement of expenses or out-of-pocket costs, and would include the benefits of the transactions contemplated by this Agreement lost by Topco, Seller and Companies (taking into consideration all relevant matters, including other combination opportunities and the time value of money), which shall be deemed in such event to be damages of Topco, Seller and Company) resulting from any Willful Breach of this Agreement by Purchaser prior to the date of such termination (which will be deemed to include any failure by Purchaser to consummate the Closing if and when it is obligated to do so hereunder). Subject to Section 9.12, nothing in this Section 8.2 will be deemed to impair the right of any Party to be entitled to specific performance or other equitable remedies to enforce specifically the terms and provisions of this Agreement.

ARTICLE IX
MISCELLANEOUS

9.1 Non-Survival of Representations and Warranties and Certain Covenants; Certain Waivers. Each of the representations and warranties and the covenants and agreements (to the extent such covenant or agreement contemplates or requires performance by such Party prior to the Closing) of the Parties set forth in this Agreement or in any other document contemplated hereby, or in any certificate delivered hereunder or thereunder, will terminate effective immediately as of the Closing such that no claim for breach of any such representation, warranty, covenant or agreement, detrimental reliance or other right or remedy (whether in contract, in tort or at law or in equity) may be brought with respect thereto after the Closing. Each covenant and agreement that explicitly contemplates performance after the Closing, will, in each case and to such extent, expressly survive the Closing in accordance with its terms, and if no term is specified, then for five (5) years following the Closing Date, and nothing in this Section 9.1 will be deemed to limit any rights or remedies of any Person for breach of any such surviving covenant or agreement. Purchaser and Seller acknowledge and agree, on their own behalf and, with respect to Seller, on behalf of Company, and with respect to Purchaser, on behalf of the other members of the Purchaser Group, that the agreements contained in (among others) Section 6.6 and this Section 9.1 require performance after the Closing to the maximum extent permitted by applicable Law and will survive the Closing for five (5) years. Purchaser, on behalf of itself and the other members of the Purchaser Group, hereby waives all rights and remedies with respect to any environmental, health or safety matters, including those arising under the Comprehensive Environmental Response, Compensation and Liability Act of 1980, or any other Environmental Laws, relating to this Agreement or the transactions contemplated hereby.

9.2 Expenses. Whether or not the Closing takes place, except as otherwise provided herein (including Section 6.7 and Section 6.8), all fees, costs and expenses (including fees, costs and expenses of Advisors) incurred in connection with the negotiation of this Agreement, and the other agreements contemplated hereby, the performance of this Agreement and the other agreements contemplated hereby and the consummation of the transactions contemplated hereby will be paid by the Party incurring such fees, costs and expenses; it being acknowledged and agreed that all Transfer Taxes will be allocated pursuant to Section 9.20(a).

9.3 Notices. Except as otherwise expressly provided herein, all notices, demands and other communications to be given or delivered under or by reason of the provisions of this Agreement will be in writing and will be deemed to have been given (a) when personally delivered,

(b) when transmitted by electronic mail (provided that the sender receives confirmation of such delivery), if before 5:00 pm Eastern Standard Time on a Business Day and otherwise, on the next Business Day, (c) the day following the day on which the same has been delivered prepaid to a reputable national overnight air courier service or (d) the third Business Day following the day on which the same is sent by certified or registered mail, postage prepaid, in each case, to the respective Party at the number, electronic mail address or street address, as applicable, set forth below, or at such other number, electronic mail address or street address as such Party may specify by written notice to the other Party.

Notices to Purchaser and Guarantors:

1115 Los Palos Dr.
Salinas CA 93901
Attention: Maureen Raynaud, MD
Kevin Sanders, MD
E-mail: maureenraynaud@icloud.com;
ksanders@soundcancercare.com

Notices to Seller, Topco, and Company (if before Closing):

GenesisCare USA Holdings, Inc.
1419 SE 8th Terrace, Suite 200,
Cape Coral, FL 33990
Attention: Shaden Marzouk
Jack Seal
E-mail: Shaden.marzouk@usa.genesiscare.com
Jack.seal@usa.genesiscare.com
Legalnotices@usa.genesiscare.com

with copies to (which shall not constitute notice):

Kirkland & Ellis LLP
200 Clarendon Street, 47th Floor
Boston, MA 02116
Attention: Shayla K. Harlev
Steven N. Serajeddini, P.C.
Steve Toth
Daniel W. Vaczy
Larissa Cespedes-Yaffar
Neil K. Vohra
Jaimie Fedell
E-mail: Shayla.harlev@kirkland.com
Steven.serajeddini@kirkland.com
Steve.toth@kirkland.com
Dan.vaczy@kirkland.com
Larissa.cespedesyaffar@kirkland.com
Neil.vohra@kirkland.com
Jaimie.Fedell@kirkland.com

Notices to Seller (if after Closing):

US Cancer Care, Inc.
c/o Genesis Care Finance Pty Ltd.
Building 7, Level 1
41/43 Bourke Road
Alexandria NSW 2015, Australia
Attention: David Young
Nicola Brookes
E-mail: David.young@genesiscare.com
Nicola.brookes@genesiscare.co.uk
GCCompanySecretary@genesiscare.com

with copies to (which shall not constitute notice):

Kirkland & Ellis LLP
200 Clarendon Street, 47th Floor
Boston, MA 02116
Attention: Shayla K. Harlev
Steven N. Serajeddini, P.C.
Steve Toth
Daniel W. Vaczy
Larissa Cespedes-Yaffar
Neil K. Vohra
Jaimie Fedell
E-mail: Shayla.harlev@kirkland.com
Steven.serajeddini@kirkland.com
Steve.toth@kirkland.com
Dan.vaczy@kirkland.com
Larissa.cespedesyaffar@kirkland.com
Neil.vohra@kirkland.com
Jaimie.Fedell@kirkland.com

9.4 Binding Effect; Assignment. This Agreement shall be binding upon Purchaser and each Guarantor and, subject to the terms of the Bidding Procedures Order (with respect to the matters covered thereby) and the entry and terms of the Confirmation Order, Seller, and shall inure to the benefit of and be so binding on the Parties and their respective successors and permitted assigns, including any trustee or estate representative appointed in the Bankruptcy Cases or any successor Chapter 11 cases; provided that such assignee assumes all of the assignors obligations hereunder and neither this Agreement nor any of the rights or obligations hereunder may be assigned or delegated without the prior written Consent of each of Purchaser and Topco, and any attempted assignment or delegation without such prior written Consent shall be null and void ; provided further that (i) any such assignment by Purchaser will not relieve Purchaser of any its obligations under this Agreement and the transactions contemplated hereby and (ii) Purchaser shall

remain liable for such assignee's breach or failure to perform any of its or Purchaser's obligations under this Agreement and the transactions contemplated hereby.

9.5 Amendment and Waiver. Any provision of this Agreement or the Schedules or exhibits hereto may be (a) amended only in a writing signed by Purchaser and Topco or (b) waived only in a writing executed by the Party against which enforcement of such waiver is sought. No waiver of any provision hereunder or any breach or default thereof will extend to or affect in any way any other provision or prior or subsequent breach or default.

9.6 Third Party Beneficiaries. Except as otherwise expressly provided herein, nothing expressed or referred to in this Agreement will be construed to give any Person, other than (a) for purposes of Section 6.7 (Directors' and Officers' Indemnification), the D&O Indemnified Parties, and (b) the Parties hereto and their permitted successors and assigns, any legal or equitable right, remedy, or claim under or with respect to this Agreement or any provision of this Agreement.

9.7 Non-Recourse; Release. This Agreement may only be enforced against, and any Action based upon, arising out of or related to this Agreement may only be brought against, the Persons that are expressly named as parties to this Agreement. Except to the extent named as a party to this Agreement, and then only to the extent of the specific obligations of such parties set forth in this Agreement, (a) no past, present or future equityholder, member, partner, manager, director, officer, employee, Affiliate, agent or Advisor of any Party will have any Liability (whether in contract, tort, equity or otherwise) for any of the representations, warranties, covenants, agreements or other obligations or Liabilities of any of the Parties to this Agreement or for any Agreement Dispute (as defined herein), and (b) in no event shall any Party have any shared or vicarious liability, or otherwise be the subject of legal or equitable claims, for the actions, omissions or fraud (including through equitable claims (such as unjust enrichment) not requiring proof of wrongdoing committed by the subject of such claims) of any other Person. Without in any way limiting the foregoing, each Party, both for itself and its past, present or future equityholders, members, partners, managers, directors, officers, employees, Affiliates, agents or Advisors and their respective successors and assigns, (i) waives and releases all such Liabilities against any such Persons who are not expressly Parties, including any and all causes of Action arising from or otherwise relating to such Person's receipt of consideration or other benefits from this Agreement and the transactions contemplated hereby, and (ii) acknowledges and agrees that no past, present or future equityholders, members, partners, managers, directors, officers, employees, Affiliates, agents or Advisors of an expressly named Party to this Agreement or their respective successors and assigns shall have any shared or vicarious liability or otherwise be the subject of legal or equitable claims (such as unjust enrichment) not requiring proof of wrongdoing committed by the subject of such claims for the actions, omissions, or fraud of any other Person.

9.8 Severability. Whenever possible, each provision of this Agreement will be interpreted in such manner as to be effective and valid under applicable Law, but if any provision of this Agreement is held to be prohibited by or invalid under applicable Law in any jurisdiction, such provision will be ineffective only to the extent of such prohibition or invalidity in such jurisdiction, without invalidating the remainder of such provision or the remaining provisions of this Agreement or in any other jurisdiction.

9.9 Construction. The language used in this Agreement will be deemed to be the language chosen by the Parties to express their mutual intent, and no rule of strict construction will be applied against any Person. The headings of the sections and paragraphs of this Agreement have been inserted for convenience of reference only and will in no way restrict or otherwise modify any of the terms or provisions hereof.

9.10 Schedules. The Schedules have been arranged for purposes of convenience in separately numbered schedules corresponding to the sections of this Agreement; provided that each section of the Schedules will be deemed to incorporate by reference all information disclosed in any other section of the Schedules, references in the Schedules to any documents, schedules or exhibits attached thereto will be deemed to incorporate the contents of such attachment into the Schedules, and any disclosure in the Schedules will be deemed a disclosure against any representation or warranty set forth in this Agreement. No information set forth in the Schedules will be deemed to broaden in any way the scope of the Parties' representations and warranties. The headings of the sections and paragraphs contained in the Schedules have been inserted for convenience of reference only and will in no way restrict or otherwise modify or influence the interpretation of any of the terms or provisions of this Agreement or the information contained in the Schedules. The information contained in this Agreement, in the Schedules and exhibits and other attachments hereto and thereto is disclosed solely for purposes of this Agreement, and no information contained herein or therein will be deemed to be an admission of liability by any Party or any of their respective Advisors to any third party of any matter whatsoever, including any violation of Law, breach of Contract or otherwise. Capitalized terms used in the Schedules and not otherwise defined therein have the meanings given to them in this Agreement.

9.11 Complete Agreement. This Agreement and the exhibits attached to this Agreement, together with the Confidentiality Agreement and any other agreements expressly referred to herein or therein, contains the entire agreement of the Parties respecting the sale and purchase of the Equity Interests and the Acquired Contracts and the transactions contemplated by this Agreement and supersedes all prior agreements among the Parties respecting the sale and purchase of the Equity Interests and the Acquired Contracts and the transactions contemplated by this Agreement. In the event of any conflict between this Agreement, on the one hand, and the Plan or any other documents delivered in connection hereby or thereby (other than the TSA), on the other hand, the terms of this Agreement shall control. In the event of a conflict between the terms of this Agreement, on the one hand, and the TSA, on the other hand, the terms of the TSA shall control only to the extent of such conflict. In the event an ambiguity or question of intent or interpretation arises with respect to this Agreement, the terms and provisions of the execution version of this Agreement will control and prior drafts of this Agreement and the documents referenced herein will not be considered or analyzed for any purpose (including in support of parol evidence proffered by any Person in connection with this Agreement), will be deemed not to provide any evidence as to the meaning of the provisions hereof or the intent of the Parties with respect hereto and will be deemed joint work product of the Parties.

9.12 Specific Performance. The Parties agree that irreparable damage, for which monetary relief, even if available, would not be an adequate remedy, would occur in the event that any provision of this Agreement is not performed in accordance with its specific terms or is otherwise breached, including if any of the Parties fails to take any action required of it hereunder to consummate the transactions contemplated by this Agreement. It is accordingly agreed that

(a) the Parties will be entitled to an injunction or injunctions, specific performance or other equitable relief to prevent breaches of this Agreement and to enforce specifically the terms and provisions hereof in the courts described in Section 9.13 without proof of damages or otherwise, this being in addition to any other remedy to which they are entitled under this Agreement, and (b) the right of specific performance and other equitable relief is an integral part of the transactions contemplated by this Agreement and without that right, none of Seller, Purchaser or Guarantors would have entered into this Agreement. The Parties acknowledge and agree that any Party pursuing an injunction or injunctions or other Order to prevent breaches of this Agreement and to enforce specifically the terms and provisions of this Agreement in accordance with this Section 9.12 will not be required to provide any bond or other security in connection with any such Order. The remedies available to any Party pursuant to this Section 9.12 will be in addition to any other remedy to which they were entitled at law or in equity, and the election to pursue an injunction or specific performance will not restrict, impair or otherwise limit such Party from seeking to collect or collecting damages. Notwithstanding anything in this Agreement to the contrary, if any Party pursues any injunction(s) or other Order to enforce specifically the terms of this Agreement, the Outside Date shall automatically be extended by (a) the amount of time during which such injunction(s) or Order is ending, plus twenty (20) Business Days or (b) such longer time period established by the Court presiding over such injunction(s) or Order.

9.13 Jurisdiction and Exclusive Venue. Each of the Parties irrevocably agrees that any Action of any kind whatsoever, including a counterclaim, cross-claim, or defense, regardless of the legal theory under which any Liability or obligation may be sought to be imposed, whether sounding in contract or in tort or under statute, or whether at law or in equity, or otherwise under any legal or equitable theory, that may be based upon, arising out of, or related to this Agreement or the negotiation, execution, or performance of this Agreement or the transactions contemplated hereby and any questions concerning the construction, interpretation, validity and enforceability of this Agreement (each, an "Agreement Dispute") brought by any other Party or its successors or assigns will be brought and determined only in (a) the Bankruptcy Court and any federal court to which an appeal from the Bankruptcy Court may be validly taken or (b) if the Bankruptcy Court is unwilling or unable to hear such Action, in the Court of Chancery of the State of Delaware (or if such court lacks jurisdiction, any other state or federal court sitting in the State of Delaware) (the "Chosen Courts"), and each of the Parties hereby irrevocably submits to the exclusive jurisdiction of the Chosen Courts for itself and with respect to its property, generally and unconditionally, with regard to any Agreement Dispute. Each of the Parties agrees not to commence any Agreement Dispute except in the Chosen Courts, other than Actions in any court of competent jurisdiction to enforce any Order, decree or award rendered by any Chosen Courts, and no Party will file a motion to dismiss any Agreement Dispute filed in a Chosen Court on any jurisdictional or venue-related grounds, including the doctrine of *forum non-conveniens*. The Parties irrevocably agree that venue would be proper in any of the Chosen Court, and hereby irrevocably waive any objection that any such court is an improper or inconvenient forum for the resolution of any Agreement Dispute. Each of the Parties further irrevocably and unconditionally consents to service of process in the manner provided for notices in Section 9.3. Nothing in this Agreement will affect the right of any Party to serve process in any other manner permitted by Law.

9.14 Governing Law; Waiver of Jury Trial.

(a) Except to the extent the mandatory provisions of the Bankruptcy Code apply, this Agreement and any Agreement Dispute will be governed by and construed in accordance with the internal Laws of the State of Delaware applicable to agreements executed and performed entirely within such State without regards to conflicts of law principles of the State of Delaware or any other jurisdiction that would cause the Laws of any jurisdiction other than the State of Delaware to apply.

(b) EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY AGREEMENT DISPUTE IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES AND THEREFORE HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY AGREEMENT DISPUTE. EACH OF THE PARTIES AGREES AND CONSENTS THAT ANY SUCH AGREEMENT DISPUTE WILL BE DECIDED BY COURT TRIAL WITHOUT A JURY AND THAT THE PARTIES MAY FILE AN ORIGINAL COUNTERPART OF A COPY OF THIS AGREEMENT WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF THE PARTIES TO THE IRREVOCABLE WAIVER OF THEIR RIGHT TO TRIAL BY JURY. EACH PARTY (I) CERTIFIES THAT NO ADVISOR OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF ANY AGREEMENT DISPUTE, SEEK TO ENFORCE THE FOREGOING WAIVER AND (II) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.

9.15 No Right of Set-Off. Purchaser, on its own behalf and on behalf of the other members of Purchaser Group and its and their respective successors and permitted assigns, hereby waives any rights of set-off, netting, offset, recoupment or similar rights that Purchaser, any other member of the Purchaser Group or any of its or their respective successors and permitted assigns has or may have with respect to the payment of the Purchase Price or any other payments to be made by Purchaser pursuant to this Agreement or any other document or instrument delivered by Purchaser in connection herewith.

9.16 Counterparts and PDF. This Agreement and any other agreements referred to herein or therein, and any amendments hereto or thereto, may be executed in multiple counterparts, any one of which need not contain the signature of more than one Party hereto or thereto, but all such counterparts taken together will constitute one and the same instrument. Any counterpart, to the extent signed and delivered by means of a .PDF or other electronic transmission, will be treated in all manner and respects as an original Contract and will be considered to have the same binding legal effects as if it were the original signed version thereof delivered in person. Minor variations in the form of the signature page to this Agreement or any agreement or instrument contemplated hereby, including footers from earlier versions of this Agreement or any such other document, will be disregarded in determining the effectiveness of such signature. At the request of any Party or pursuant to any such Contract, each other party hereto or thereto will re-execute original forms thereof and deliver them to all other parties. No Party hereto or to any such Contract will raise the use of a .PDF or other electronic transmission to deliver a signature or the fact that any signature

or Contract was transmitted or communicated through the use of PDF or other electronic transmission as a defense to the formation of a Contract and each such party forever waives any such defense.

9.17 Publicity. None of Seller or Purchaser shall, and none of them shall permit their respective controlled Affiliates (including Company) to, issue any press release or public announcement concerning this Agreement or the transactions contemplated hereby without obtaining the prior written approval of the other Party, which approval will not be unreasonably conditioned, withheld or delayed, unless, in the reasonable judgment of Purchaser or Topco, as applicable, disclosure is otherwise required of such Party by applicable Law, such disclosure is consistent with (and discloses no substantive terms of the Agreement other than those disclosed in prior permitted releases) or by the Bankruptcy Court with respect to filings to be made with the Bankruptcy Court in connection with this Agreement or by the applicable rules of any stock exchange on which Purchaser, Seller or Company (or their respective Affiliates) lists securities; provided that the Party intending to make such release shall use its reasonable efforts consistent with such applicable Law, Bankruptcy Court requirement, or rule to consult with the other Party with respect to the text thereof. Without limiting the foregoing, no Party, without the prior written approval of each of Topco and Purchaser, shall disclose the Purchase Price, the approximate amount of the Purchase Price, any other financial information from which the approximate amount of the Purchase Price may be determined, or disclose any of the other essential terms of this Agreement, except (a) as required by Law or required for financial reporting purposes and except, (b), in the case of Seller, to its Affiliates or its or their respective Advisors or its or their respective financing sources as necessary in connection with the ordinary conduct of its or their respective businesses, or (c) to the extent such statements are consistent with, and disclose no substantive terms of this Agreement other than those disclosed in any previous press releases, public disclosures or public statements made jointly by the Parties (or individually, if approved by each of Topco and Purchaser).

9.18 Bulk Sales Laws. The Parties intend that pursuant to section 1141(d)(1) and section 365(a) of the Bankruptcy Code, the transfer of the Equity Interests and the Acquired Contracts under the Plan shall be free and clear of any Encumbrances in the Equity Interests and the Acquired Contracts including any liens or claims arising out of the bulk transfer laws except Permitted Encumbrances and restrictions on transfer arising under applicable securities Laws or as otherwise set forth in the Organizational Documents of the Company, and the Parties shall take such steps as may be necessary or appropriate to so provide in the Confirmation Order. In furtherance of the foregoing, each Party hereby waives compliance by the Parties with the "bulk sales," "bulk transfers" or similar Laws and all other similar Laws in all applicable jurisdictions in respect of the transactions contemplated by this Agreement.

9.19 Fiduciary Obligations. Nothing in this Agreement or any document related to the transactions contemplated hereby will require Seller, Company or any of their respective Affiliates and their respective directors, officers or members, in each case, in their capacity as such, to take any action, or to refrain from taking any action, to the extent inconsistent with their fiduciary obligations or applicable Law. Seller retains the right to pursue any transaction or restructuring strategy of Company that, in Seller's business judgment, will maximize the value of the estate of Company.

9.20 Tax Matters.

(a) Transfer Taxes. Any sales, use, purchase, transfer, franchise, deed, fixed asset, stamp, documentary stamp, use or other similar Taxes and recording charges payable by reason of the Acquisition and the transfer of assets related to the Business or to Company pursuant to the transactions contemplated hereby (excluding, income taxes of Seller) (the "Transfer Taxes") shall be borne and timely paid by Purchaser, and Purchaser shall timely file all Tax Returns related to any Transfer Taxes. Purchaser shall indemnify Seller against any losses suffered by Seller as a result of Purchaser failing to comply with its obligations under this Section 9.20.

(b) Preparation of Tax Returns and Payment of Taxes; Cooperation.

(i) Seller shall prepare and file all Tax Returns with respect to Company and the Acquired Contracts for any Tax period ending on or before the Closing Date.

(ii) Each of Purchaser and Seller shall, and Seller (to the extent it is able) shall cause Company to, fully cooperate, as and to the extent reasonably requested by the other Party, in connection with the filing of any Tax Returns, any Action with respect to Taxes, and any other Tax matters, in each case relating to the Business, the Acquired Contracts, or Company (including in connection with any obligations of Seller under Treasury Regulations Section 1.751-1(a)(3)); provided that in providing any information, assistance and access in accordance therewith, each Party shall be entitled to redact information that is not Exclusive to the Business (including the Acquired Contracts). Such cooperation shall include the provision of records and information which are reasonably relevant to any such Tax matter and making relevant employees reasonably available on a mutually convenient basis to provide additional information and explanation of any material provided hereunder. In addition, Purchaser shall provide to Seller and its Advisors such reasonable access to or copies of the books and records of Company, upon reasonable notice and during normal business hours, as Seller may reasonably request in connection with any Tax matters or other reasonable business purpose.

(iii) Purchaser shall prepare and timely file all Tax Returns with respect to Company (including the Equity Interests and the Acquired Contracts) that are not addressed by Section 9.20(b)(i). With respect to any Straddle Period, Purchaser shall prepare such Tax Returns consistent with past practice and shall provide Topco with a draft of such Tax Returns at least 30 days prior to the filing of any such Tax Return for Topco's review and comment. Purchaser shall incorporate any changes reasonably requested by Topco with respect to such Tax Returns. Purchaser shall be responsible for paying any Taxes of Company reflected on any Tax Return that Purchaser is obligated to prepare and file under this Section 9.20(b).

(iv) Without Topco's prior written consent, Purchaser shall not file any Tax Return, file an amendment to any previously-filed Tax Return, or otherwise take any Tax position or action that could increase any Tax that is payable or otherwise borne by Company with respect to a Tax period ending on or before the Closing Date.

(c) The Parties hereto acknowledge and agree that for U.S. federal (and applicable state and local) income Tax purposes the purchase and sale of the Equity Interests is intended to be treated as a sale of membership interests in a partnership by Seller and a purchase of the assets of the Company by Purchaser pursuant to Situation 1 in Revenue Ruling 99-6, 1999-1 C.B. 432.

(d) Notwithstanding anything herein to the contrary, the Company shall not, and the Purchaser shall use reasonable best efforts to cause the Company to not, make an election under Section 6226 of the Code with respect to any tax period (or portion thereof) ending on or before the Closing Date during which Seller was a member.

(e) Purchaser shall use reasonable best efforts to deliver or cause the Company to deliver no later than ninety (90) days following the Closing Date, the Company's proposed amount of gain or loss attributable to "section 751 property" attributable to the sale of the Equity Interests and the Acquired Contracts, together with information reasonably necessary or requested by Seller to confirm or validate such proposed amounts. If Seller delivers a written objection within thirty (30) days after receipt of such proposal, then Purchaser shall, and shall use reasonable best efforts to cause the Company to, and Seller shall negotiate in good faith to resolve any such objection, and, if such objection cannot be resolved within thirty (30) days of Purchaser's receipt of Seller's objection, then a nationally recognized accounting firm mutually acceptable to Purchaser and the Company and Seller shall resolve such dispute (in its capacity as an expert and not an arbiter) and the resolution of such dispute shall be final and binding on the Parties. The Parties and their respective Affiliates shall file all Tax Returns in accordance with such amount of "section 751 property" (as finally determined under this Section 9.20(e)) and not take any Tax related action inconsistent with such amount, in each case, unless otherwise required by a "determination" within the meaning of Section 1313(a) of the Code.

9.21 Waiver of Conflicts Regarding Representation; Nonassertion of Attorney-Client Privilege.

(a) Purchaser waives and will not assert, and agrees to cause the other members of the Purchaser Group (including, following the Closing, Company), to waive and not assert, any conflict of interest arising out of or relating to the representation, after the Closing (the "Post-Closing Representation"), of any Seller Party (any such Person, a "Designated Person") in any matter involving this Agreement, the Bankruptcy Cases or any other agreements or transactions contemplated hereby or thereby, by any legal counsel currently representing any Designated Person in connection with this Agreement, the Bankruptcy Cases or any other agreements or transactions contemplated hereby or thereby, including Kirkland & Ellis, LLP (any such representation, the "Current Representation").

(b) Purchaser waives and will not assert, and agrees to cause the other members of the Purchaser Group (including, following the Closing, Company), to waive and not assert, any attorney-client or other applicable legal privilege or protection with respect to any communication between or among any legal counsel and any Designated Person occurring during the Current Representation (the "Privileged Communications") or in connection with any Post-Closing Representation, including in connection with a dispute with

Purchaser or any other member of the Purchaser Group (including, following the Closing, Company), it being the intention of the Parties that all such rights to such attorney-client and other applicable legal privilege or protection and to control such attorney-client and other applicable legal privilege or protection shall be retained by the applicable Seller Party and that the Seller Parties (including Company), and not Purchaser or any other member of the Purchaser Group or Company, shall have the sole right to decide whether or not to waive any attorney-client or other applicable legal privilege or protection. Accordingly, from and after the Closing, none of Purchaser or any other member of the Purchaser Group (including, following the Closing, Company), shall have any access to any such communications or to the files of the Current Representation, all of which shall be and remain the property of Seller and the other Seller Parties, as applicable, and not of Purchaser or any of the other members of the Purchaser Group (including Company), and none of Purchaser or any other members of the Purchaser Group or any Person acting or purporting to act on their behalf shall seek to obtain the same by any process on the grounds that the privilege and protection attaching to such communications and files belongs to Purchaser or any other member of the Purchaser Group (including, following the Closing, Company), or does not belong to any Seller Party (including Company). Notwithstanding the foregoing, in the event that a dispute arises between Purchaser or any other member of the Purchaser Group (including, following the Closing, Company), on the one hand, and a third party other than a Seller Party, on the other hand, Purchaser or the other member(s) of the Purchaser Group (including, following the Closing, Company), may seek to prevent the disclosure of the Privileged Communications to such third party and request that such Seller Party not permit such disclosure, and Seller shall cause such Seller Party to consider such request in good faith.

9.22 Topco. Each Party agrees that Topco has the power and authority, and Topco has the unilateral right to delegate all such power and authority to one or more designees under common control or to an affiliated entity, to unilaterally act on behalf of Seller for the purposes specified under this Agreement or the transactions contemplated hereby. Such power will include the power to make all decisions, actions, Consents and determinations on behalf of Seller, including to make any waiver of any Closing condition or agree to any amendment to this Agreement. Seller nor Purchaser shall have any right to object, dissent, protest or otherwise contest the same. Purchaser shall be entitled to rely on any action or omission taken by Topco or it's designee(s) on behalf of Seller.

ARTICLE X
ADDITIONAL DEFINITIONS AND INTERPRETIVE MATTERS

10.1 Certain Definitions.

(a) "Action" means any action, complaint, summons, decree, suit, litigation, arbitration, third-party mediation, audit, or proceeding (including any civil, criminal, administrative, investigative or appellate proceeding), regardless of the legal theory under which such Liability or obligation may be sought to be imposed, whether sounding in contract or tort, or whether at law or in equity, or otherwise under any legal or equitable theory, commenced, brought, conducted or heard by or before any Governmental Body.

(b) "Advisors" means, with respect to any Person, any directors, officers, employees, investment bankers, financial advisors, accountants, agents, attorneys, consultants, or other representatives of such Person.

(c) "Affiliate" means, with respect to any Person, any other Person that, directly or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with, such Person, and the term "control" (including the terms "controlled by" and "under common control with") means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such Person, whether through ownership of voting securities, by Contract or otherwise. The term "Affiliate" does not include the Company.

(d) "Alternative Transaction" means any transaction (or series of transactions), whether direct or indirect, whereby any Person or group of Persons (other than Seller and its Affiliates or Purchaser and its Affiliates) acquires (i) beneficial ownership of a majority of the equity interests of Company or (ii) a material portion of the assets and liabilities of Company, whether by merger, sale of assets or equity, recapitalization, plan of reorganization or otherwise; provided that (y) a plan or liquidation of Company will not constitute an Alternative Transaction and (z) any plan of reorganization or liquidation of any Retained Entity or Seller's Affiliates (other than Company) shall not constitute an Alternative Transaction.

(e) "Auction" shall have the meaning ascribed to such term in the Bidding Procedures Order.

(f) "Bidding Procedures Order" means the Bankruptcy Court's Order (i) Approving the Bidding Procedures, (ii) Approving Bid Protections, (iii) Establishing Related Dates and Deadlines, (iv) Approving the Form and Manner of Notice Thereof, (v) Approving Contract Assumption and Assignment Procedures, and (vi) Granting Related Relief Docket No. 227.

(g) "Business" means the business of Company solely within the United States; provided that all businesses owned, operated or managed by Seller and the other Seller Parties in respect of the Retained Business shall not be included in the "Business".

(h) "Business Day" means any day other than a Saturday, Sunday or other day on which banks in New York City, New York are authorized or required by Law to be closed.

(i) "Commercial Payor" means any private insurer, managed care plan, health benefit plan, health maintenance organization, preferred provider organization, employer-sponsored health plan or any other Person or entity that maintains a similar payor program.

(j) "Company Systems" means any and all computer systems, servers, hardware systems, software, websites, databases, circuits, networks, workstations, and other information technology systems owned by Company, Seller or any other Seller Party, in each case, to the extent Exclusive to the Business.

(k) "Confidentiality Agreement" means that certain letter agreement, dated as of November 7, 2023, by and between Genesis Care Pty Ltd. and Purchaser.

(l) "Consent" means any approval, consent, ratification, permission, waiver or authorization, or an Order of the Bankruptcy Court that deems or renders unnecessary the same.

(m) "Contract" means any contract, indenture, note, bond, lease, sublease, mortgage, agreement, guarantee, or other agreement that is legally binding upon a Person or its property, in each case, other than a purchase order, service order, letter of intent, or sales order.

(n) "COVID-19" means SARS-CoV-2 or COVID-19, and any evolutions thereof or related or associated epidemics, pandemic or disease outbreaks.

(o) "Data Security Requirements" means all of the following, to the extent relating to the collection, storage, security, use, transfer, or disposition of data, in each case to the extent applicable to Company: (i) all applicable Laws, (ii) policies, procedures and practices of Company, and (iii) applicable provisions of Contracts to which Company is a party.

(p) "Encumbrance" means any lien (as defined in section 101(37) of the Bankruptcy Code), encumbrance, claim (as defined in section 101(5) of the Bankruptcy Code), charge, mortgage, deed of trust, option, pledge, security interest or similar interests, title defects, hypothecations, easements, rights of way, encroachments, Orders, conditional sale or other title retention agreements and other similar impositions, imperfections or defects of title or restrictions on transfer or use.

(q) "Environmental Laws" means all Laws concerning pollution, Hazardous Materials, or protection of the environment.

(r) "Exclusive to the Business" means used exclusively or held for use exclusively in or arising exclusively out of the operation or conduct of the Business as conducted by Company and its Affiliates as of immediately prior to the Closing.

(s) "GAAP" means generally accepted accounting principles in the United States, as in effect on the date hereof or, as applicable, the date of the Financial Statements (except for Leases for Leased Real Property, which shall mean the International Financial Reporting Standards issued by the International Accounting Standards Board).

(t) "GenesisCare Marks" means any and all trademarks, service marks, logos and other indicia of origin of Seller or any of its Affiliates at any time prior to the Closing, including "GenesisCare," and in each case, including any translations, transliterations, variations or derivatives thereof, either alone or in combination with other words, trademarks or elements, and including any trademarks confusingly similar thereto.

(u) "Governmental Authorization" means any permit, license, certificate, Consent, clearance, designation, qualification or authorization issued, granted,

given or otherwise made available by or under the authority of any Governmental Body or pursuant to any Law.

(v) "Governmental Body" means any government, quasi-governmental entity, or other governmental or regulatory body, agency or political subdivision thereof of any nature, whether foreign, federal, state or local, or any agency, branch, department, official, entity, instrumentality or authority thereof, or any court or arbitrator (public or private) of applicable jurisdiction.

(w) "Governmental Health Program" means any federal health program as defined in 42 U.S.C. § 1320a-7b(f), including Medicare, Medicaid, TRICARE, CHAMPVA, and state healthcare programs (as defined therein).

(x) "Hazardous Material" means any toxic, hazardous, or radioactive material, substance, or waste regulated under Environmental Laws due to its dangerous or deleterious properties or characteristics.

(y) "Healthcare Laws" means those Laws that are applicable to the healthcare operations of the Business, including: (i) Title XVIII of the Social Security Act, 42 U.S.C. §§ 1395-1395lll (the Medicare statute), Title XIX of the Social Security Act, 42 U.S.C. §§ 1396-1396w-5 (the Medicaid statute); (ii) all Laws related to fraud and abuse, false claims and kickbacks, including the Federal Anti-Kickback Law (42 U.S.C. § 1320a-7b), the Federal False Claims Act (31 U.S.C. §§ 3729, et seq.), the Federal Civil Monetary Penalties Law (42 U.S.C. § 1320a-7a), the Federal Program Fraud Civil Remedies Act (31 U.S.C. § 3801 et seq.) and the Federal Health Care Fraud Law (18 U.S.C. § 1347); (iii) the Exclusion Laws (42 U.S.C. § 1320a-7); (iv) HIPAA (defined below); and (v) the Patient Protection and Affordable Care Act and the Health Care and Education Reconciliation Act of 2010; in each case, as amended, and all regulations promulgated pursuant thereto.

(i) "Healthcare Permits" means all material licenses, permits, authorizations, and approvals that are required for the healthcare operations of the Business as currently conducted or in connection with Company's ability to own, lease, operate or manage any of its property or business, in each case that are issued or enforced by a Governmental Body with jurisdiction over any Healthcare Law.

(z) "HIPAA" shall mean the following, as the same may be amended, modified or supplemented from time to time, any successor statute thereto, and together with any and all rules or regulations promulgated from time to time thereunder: (i) the Health Insurance Portability and Accountability Act of 1996; and (ii) the Health Information Technology for Economic and Clinical Health Act (Title XIII of the American Recovery and Reinvestment Act of 2009).

(aa) "Intellectual Property" means any and all intellectual property and other proprietary rights in any jurisdiction throughout the world, whether registered or unregistered including any and all inventions, patents, trademarks, service marks or trade names, works of authorship, copyrights, mask works, domain names, software, trade secrets and know-how, applications and registrations for and goodwill associated with any of the

foregoing and rights to sue or recover and retain damages and costs and attorneys' fees for past, present and future infringement, misappropriation or other violation of any of the forgoing.

(bb) "IRS" means the Internal Revenue Service and any Governmental Body succeeding to the functions thereof.

(cc) "Knowledge of Seller" or words of similar like import means the actual knowledge of each of Shaden Marzouk, Chad Gober, Jack Seal, Jenny Robinson, and Mike McLeroy, in each case without personal liability on the part of any of them.

(dd) "Law" means any law, rule, regulation, judgment, order, of any Governmental Body in effect on or prior to the date of this Agreement.

(ee) "Liability" means as to any Person, any debt, adverse claim, liability, duty, responsibility, obligation, commitment, assessment, cost, expense, loss, expenditure, charge, fee, penalty, fine, contribution, or premium of any kind or nature whatsoever, whether known or unknown, asserted or unasserted, absolute or contingent, direct or indirect, accrued or unaccrued, liquidated or unliquidated, or due or to become due, and regardless of when sustained, incurred or asserted or when the relevant events occurred or circumstances existed.

(ff) "Managed Entities" means any Person that is party to a management agreement with Company whereby Company manages such Person, including those entities with agreements listed on Schedule 2.14.

(gg) "Managed Entity Agreement" means a management services agreement or administrative services agreement between Company and any Managed Entity.

(hh) "Material Adverse Effect" means any matter, event, change, development, occurrence, circumstance or effect (each, an "Effect") that has a material adverse effect on the Business of Company, taken as whole; provided that none of the following (or consequences thereof), either alone or in combination, shall constitute, or be taken into account in determining whether or not there has been, a Material Adverse Effect: (i) any Effect in, arising from or relating to general business or economic conditions affecting the industry in which Company or any of its Affiliates operate or its business (including the Business) is conducted, including Effects arising from or relating to competition or matters in the Ordinary Course and other Effects within such industry, new entrants into such industry, new products from other participants in such industry, changes in product pricing due to such competition, changes in market share or financial results due to such competition, and other related changes resulting from such competition; (ii) Effects in, arising from or relating to national or international political or social conditions, including tariffs, riots, protests, the engagement by the United States or other countries in hostilities or the escalation thereof, whether or not pursuant to the declaration of a national emergency or war, or the occurrence or the escalation of any military, cyber or terrorist (whether or not state-sponsored) attack upon the United States or any other country, or any of its territories, possessions, or diplomatic or consular offices or upon any military installation, asset, equipment or personnel of the

United States or of any other country; (iii) Effects in, arising from or relating to any fire, flood, hurricane, earthquake, tornado, windstorm, other calamity or act of God, global or national health concern, epidemic, pandemic (whether or not declared as such by any Governmental Body), viral outbreak (including COVID-19 or the worsening thereof) or any quarantine or trade restrictions related thereto or any other *force majeure*; (iv) Effects in, arising from or relating to the decline or rise in price of any currency or any equipment or supplies necessary to or used in the provision of services by Company (including any resulting inability to meet customer demands or fulfill purchase orders and any resulting breaches of Contracts); (v) Effects in, arising from, or relating to financial, banking, or securities markets (including (A) any disruption of any of the foregoing markets, (B) any change in currency exchange rates, (C) any decline or rise in the price of any security, commodity, Contract, or index, and (D) any increased cost, or decreased availability, of capital or pricing or terms related to any financing for the transactions contemplated by this Agreement); (vi) Effects in, arising from or relating to changes in, GAAP or the interpretation thereof; (vii) Effects in, arising from or relating to changes in, Laws or other binding directives or determinations issued or made by or agreements with or Consents of any Governmental Body (including, any such items related to Section 6.2) and any increase (or decrease) in the terms or enforcement of (or negotiations or disputes with respect to) any of the foregoing; (viii) Effects in, arising from or relating to (A) the taking of any action permitted or contemplated by this Agreement (including the Acquisition) or at the request of Purchaser or its Affiliates, (B) the failure to take any action if such action is prohibited by this Agreement, or (C) the negotiation, announcement, or pendency of this Agreement or the transactions contemplated hereby, the identity, nature, or ownership of Purchaser or Purchaser's plans with respect to Company, including the impact thereof on the relationships, contractual or otherwise, of the business of Company (including the Business) with employees, customers, lessors, suppliers, vendors, or other commercial partners or litigation arising from or relating to this Agreement or the transactions contemplated hereby; (ix) Effects in, arising from, or relating to any existing event, occurrence or circumstance that is publicly known or disclosed or with respect to which Purchaser has knowledge as of the date hereof, including any matter set forth in the Schedules; (x) Effects in, arising from or relating to any action required to be taken under any existing Contract to which Company (or any of its assets or properties) is bound; (xi) Effects that arise from any seasonal fluctuations in the business of Company (including the Business); (xii) any failure, in and of itself, to achieve any budgets, projections, forecasts, estimates, plans, predictions, performance metrics or operating statistics or the inputs into such items (whether or not shared with Purchaser or its Affiliates or Advisors) and any other failure to win or maintain customers or business (including the Business); (xiii) the Effect of any action taken by Purchaser or its Affiliates with respect to the transactions contemplated by this Agreement, (including the Acquisition) or the financing thereof or the Plan or any breach by Purchaser of this Agreement (including the Acquisition) or the Plan; (xiv) the matters set forth on the Schedules and any changes or developments in, or Effects or results arising from or relating to, matters set forth on the Schedules; or (xv) (A) the commencement or pendency of the Bankruptcy Cases; (B) any objections in the Bankruptcy Court to (1) this Agreement or any of the transactions contemplated hereby, (2) the Confirmation Order, the Plan, liquidation or Restructuring of Company, or its Affiliates or (3) the assumption or rejection of any Contract or (C) any Order of the Bankruptcy Court or any actions or omissions of Company or its Affiliates in compliance therewith; provided that any adverse Effects resulting or arising from

the matters described in clauses (i) through (vii) may be taken into account in determining whether there has been a Material Adverse Effect to the extent, and only to the extent, that they have a materially disproportionate adverse effect on the Company in the aggregate relative to similarly situated participants in the industries and geographic areas in which the Company operates.

(ii) "Material Contracts" means each Contract, or group of Contracts with the same party or related parties, Exclusive to the Business of Company (excluding any leases for real property, Contracts with Commercial Payors, employees and physicians and purchase orders) currently in effect which by its, or their, terms is a Contract and is set forth on Schedule 10.1(ii).

(jj) "Order" means any order, injunction, order, judgment, decree, ruling, writ, assessment or arbitration award of a Governmental Body, including any order entered by the Bankruptcy Court in the Bankruptcy Cases (including the Confirmation Order).

(kk) "Ordinary Course" means the ordinary and usual course of operations of the Business of Company taken as a whole and taking into account the contemplation, commencement and pendency of the Bankruptcy Cases and past practice in light of the current pandemic, epidemic or disease outbreak (including COVID-19); provided that any action taken, or omitted to be taken, that relates to, or arises out of, any pandemic, epidemic or disease outbreak (including COVID-19) shall be deemed to be in the ordinary course of business.

(ll) "Organizational Documents" means, with respect to any Person other than a natural person, the documents by which such Person was organized (such as a certificate of incorporation, certificate of formation, certificate of limited partnership or articles of organization, and including any certificates of designation for preferred stock or other forms of preferred equity) or which relate to the internal governance of such Person (such as bylaws, a partnership agreement or an operating, limited liability or members agreement).

(mm) "Overhead and Shared Services" includes the following ancillary or corporate shared services that are provided to the Business by Seller or the other Seller Parties: travel and entertainment services; medical equipment maintenance and support services; procurement and supply arrangements; treasury services; strategy and business development, business planning and forecasting, financial reporting services; accounting services; tax services; internal audit services; investor relations services; human resources and employee relations management services; employee benefits services; customs and excise services; medical and clinical advisory services; information technology and platform services; and service improvement and operational excellence services.

(nn) "Permits" means all licenses, permits, registrations, accreditations, certifications, qualifications, agreements, authorizations, easements, orders, certificates, franchises, qualifications, rulings, waivers, variances, Consents, enrollments (including national provider identifier and Medicare numbers), and exemptions pending with or issued

by Governmental Bodies or accreditation organizations, or the administrative agents thereof, in each case, that is material to Company, taken as a whole.

(oo) "Permitted Encumbrance" means (i) Encumbrances for utilities and Taxes or other governmental charges not yet due and payable, being contested in good faith, or the nonpayment of which is permitted or required by the Bankruptcy Code, (ii) easements, rights of way, restrictive covenants, encroachments and similar non-monetary encumbrances or non-monetary impediments which do not, individually or in the aggregate, materially and adversely affect the use or occupancy of the leased real property in the operation of the Business conducted thereon, (iii) applicable zoning Laws, building codes, land use restrictions and other similar restrictions imposed by Law which are not violated by the current use or occupancy of the leased real property in any manner that would have a material adverse effect on the Business, (iv) matters that would be disclosed by an accurate survey or inspection of the real property, as applicable, (v) materialmans', mechanics', artisans', shippers', warehousemans' or other similar common law or statutory liens incurred in the Ordinary Course for amounts not yet due and payable, (vi) licenses of Intellectual Property, (vii) any Encumbrances arising under equipment leases for equipment owned by Company, (viii) such other Encumbrances or title exceptions which do not, individually or in the aggregate, materially and adversely affect the Business, (ix) any Encumbrances set forth on Schedule 10.1(oo), and (x) solely prior to Closing, any Encumbrances that will be removed or released by operation of the Confirmation Order.

(pp) "Person" means an individual, corporation, partnership, limited liability company, joint venture, association, trust, unincorporated organization, labor union, organization, estate, Governmental Body or other entity or group.

(qq) "Purchaser Group" means, with respect to Purchaser, (i) Purchaser, (ii) any Affiliate of Purchaser (including, following the Closing, Company) and (iii) each of its and their respective former, current or future Affiliates, Subsidiaries, officers, directors, employees, partners, members, managers, agents, Advisors, successors or permitted assigns.

(rr) "Retained Business" means all businesses, activities and operations of Seller and its Affiliates, other than the Business and Company.

(ss) "Retained Entities" means Genesis Care Pty Ltd and its Subsidiaries (other than the Company).

(tt) "Securities Act" means the Securities Act of 1933 and the rules and regulations promulgated thereunder.

(uu) "Seller Party" or "Seller Parties" means (i) Seller, (ii) if before the Closing, Company, (iii) if after the Closing, the Retained Entities, and (iv) each of their respective former, current, or future Affiliates, officers, directors, employees, partners, members, equityholders, controlling or controlled Persons, managers, agents, Advisors, successors or permitted assigns.

(vv) "Straddle Period" means a taxable period that begins on or before the Closing Date and ends after the Closing Date.

(ww) "Subsidiary" or "Subsidiaries" means, with respect to any Person, any corporation, limited liability company or other entity of which a majority of the total voting power of shares of stock or other equity interests entitled (without regard to the occurrence of any contingency) to vote in the election of directors, managers or trustees or other governing body or Person thereof is at the time owned or controlled, directly or indirectly, by such Person or one or more of the other Subsidiaries of such Person or a combination thereof or any partnership, association or other business entity of which a majority of the partnership or other similar ownership interest is at the time owned or controlled, directly or indirectly, by such Person or one or more Subsidiaries of such Person or a combination thereof. The defined term "Subsidiary" shall not include any Managed Entities.

(xx) "Tax" or "Taxes" means all U.S. federal, state, local or non-U.S. taxes including any net income, gross receipts, capital stock, franchise, profits, ad valorem, value added, import, export, withholding, social security, unemployment, disability, workers compensation, real property, personal property, stamp, excise, occupation, sales, use, transfer, conveyance, service, registration, premium, windfall or excess profits, customs, duties, licensing, surplus, alternative minimum, estimated or other similar tax, including any interest, penalty or addition thereto.

(yy) "Tax Return" means any return, report or similar filing (including the attached schedules and any amendments thereof) filed or required to be filed with any Taxing Authority with respect to Taxes.

(zz) "Taxing Authority" means any U.S. federal, state, local or non-U.S. government, any subdivision, agency, commission or authority thereof that is responsible for the administration, imposition or collection of Tax or enforcement of any law in relation to Tax.

(aaa) "TSA" means that certain Transition Services Agreement in the form attached hereto as Exhibit A.

(bbb) "Willful Breach" shall mean a deliberate act or a deliberate failure to act regardless of whether breaching was the conscious object of the act or failure to act.

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10.3 Rules of Interpretation. Unless otherwise expressly provided in this Agreement, the following will apply to this Agreement, the Schedules and any other certificate, instrument, agreement or other document contemplated hereby or delivered hereunder.

(a) The terms "hereof," "herein" and "hereunder" and terms of similar import are references to this Agreement as a whole and not to any particular provision of this Agreement. Section, clause, schedule and exhibit references contained in this Agreement are references to sections, clauses, schedules and exhibits in or to this Agreement, unless otherwise specified. All Exhibits and Schedules annexed hereto or referred to herein are hereby incorporated in and made a part of this Agreement as if set forth in full herein. Any capitalized terms used in any Schedule or Exhibit but not otherwise defined therein shall be defined as set forth in this Agreement.

(b) References to the "transactions contemplated hereby", "transactions contemplated herein", "transactions contemplated by this Agreement" or words or phrases of similar import, shall, unless stated otherwise, include references to the Acquisition and any other transactions contemplated thereby, including under the Plan. References to "in connection with the Bankruptcy Cases" shall, unless stated otherwise, include references to the Plan, as applicable.

(i) References to "as of the Closing", "as of the Closing Date" or words or phrases of similar import shall mean the Closing after giving effect to the Closing Date in the Plan, unless stated otherwise.

(ii) Whenever the words "include," "includes" or "including" are used in this Agreement, they will be deemed to be followed by the words "without limitation." Where the context permits, the use of the term "or" will be equivalent to the use of the term "and/or."

(iii) The words "to the extent" shall mean "the degree by which" and not simply "if."

(iv) When calculating the period of time before which, within which or following which any act is to be done or step taken pursuant to this Agreement, the date that is the reference date in calculating such period will be excluded. If the last day of such period is a day other than a Business Day, the period in question will end on the next succeeding Business Day.

(v) Words denoting any gender will include all genders, including the neutral gender. Where a word is defined herein, references to the singular will include references to the plural and vice versa.

(c) The word "will" will be construed to have the same meaning and effect as the word "shall". The words "shall," "will," or "agree(s)" are mandatory, and "may" is permissive.

(d) All references to "$" and dollars will be deemed to refer to United States currency unless otherwise specifically provided.

(e) All references to a day or days will be deemed to refer to a calendar day or calendar days, as applicable, unless otherwise specifically provided.

(f) Any document or item will be deemed "delivered," "provided" or "made available" by Seller or Company, within the meaning of this Agreement if such document or item is (i) included in the Dataroom, (ii) actually delivered or provided to Purchaser or any of Purchaser's Advisors or (iii) made available upon request, including at Topco's offices (or such other office as Seller, Topco, or Topco's designee(s) may designate).

(g) Any reference to any agreement or Contract will be a reference to such agreement or Contract, as amended, modified, supplemented or waived.

(h) Any reference to any particular Bankruptcy Code section or other Law will be interpreted to include any amendment to, revision of or successor to that section or Law regardless of how it is numbered or classified; provided that, for the purposes of the representations and warranties set forth herein, with respect to any violation of or non-compliance with, or alleged violation of or non-compliance, with any Bankruptcy Code section or Law, the reference to such Bankruptcy Code section or other Law means such Bankruptcy Code section or other Law as in effect at the time of such violation or non-compliance or alleged violation or non-compliance.

(i) A reference to any Party to this Agreement or any other agreement or document shall include such Party's successors and assigns, but only if such successors and assigns are not prohibited by this Agreement.

(j) A reference to a Person in a particular capacity excludes such Person in any other capacity or individually.

[*Signature pages follow*.]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their respective duly authorized officers as of the date first above written.

PURCHASER:

MRKS, INC.

By: Maureen Raynaud
Name: MAUREEN RAYNAUD
Title: PURCHASER

GUARANTORS:

By: Maureen Raynaud
Name: Maureen Raynaud, MD
Title: PURCHASER

By: MR
Name: Kevin Sanders, MD
Title:

SELLER:

US CANCER CARE, INC.

By: 
Name: Shaden Marzouk, MD
Title: Authorized Signatory

TOPCO:

GENESISCARE USA HOLDINGS, INC.

By: 
Name: Shaden Marzouk, MD
Title: Authorized Signatory

Exhibit A

FORM OF TRANSITION SERVICES AGREEMENT

(attached)

CONFIDENTIAL
FINAL FORM
Exhibit A to Investment Agreement

FORM OF

TRANSITION SERVICES AGREEMENT

THIS TRANSITION SERVICES AGREEMENT (this "Agreement") is entered into as of [●] (the "Effective Date"), by and between GenesisCare USA, Inc., a Florida corporation ("Provider"), MRKS, Inc., a California corporation ("Recipient"), and Maureen Raynaud, MD and Kevin Sanders, MD, individuals ("Guarantors") (Provider, Recipient, and Guarantors are individually each a "Party" and collectively, the "Parties"). Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to them in that certain Investment Agreement, dated as of December 7, 2023, by and among US Cancer Care, Inc. ("Seller"), Recipient, Guarantors, and the other parties thereto (the "Purchase Agreement").

RECITALS

WHEREAS, on June 1, 2023, Provider, together with certain of its Affiliates, filed voluntary cases under chapter 11 of title 11 of the United States Code, 11 U.S.C. §§ 101–1532 (the "Bankruptcy Code") in the United States Bankruptcy Court for the Southern District of Texas (the "Bankruptcy Court"), which cases are jointly administered for procedural purposes under Case No. 23-90614 (DRJ) (Bankr. S.D. Tex.) (the "Bankruptcy Cases");

WHEREAS, pursuant to the Purchase Agreement, Recipient acquired the Acquired Contracts and Equity Interests from Seller; and

WHEREAS, the Business is dependent on certain resources retained by Provider and its Affiliates, and in order to provide for an orderly transition of operation of the Business from Seller to Recipient, Provider shall provide to Recipient certain services for specified periods following the Effective Date, all in accordance with and subject to the terms and conditions set forth herein.

NOW, THEREFORE, for good and adequate consideration, the receipt and sufficiency of which is hereby acknowledged, and in consideration of the premises, mutual promises, representations, warranties, and covenants herein contained, and subject to and on the terms and conditions hereinafter set forth, the Parties, intending to be legally bound, agree as follows:

AGREEMENT

1. Services.

(a) Scope of Services. During the Term, Provider (whether itself or through one or more of its Affiliates, subcontractors, or third-party service providers) will perform for Recipient, upon the terms and subject to the conditions hereof, the services described in Schedule A hereto (the "Services"); provided, however, that notwithstanding anything in this Agreement to the contrary, Provider shall have no obligation to provide, or cause to be provided, any Service to the extent that such Service cannot be provided without an asset or resource that was divested or otherwise disposed of in connection with any of the Bankruptcy Cases (a "Bankruptcy Disposition"). Recipient acknowledges and agrees that Provider and certain of its Affiliates are

debtors in the Bankruptcy Cases and that, as such, it and such Affiliates are subject to limitations on debtors under chapter 11 of the Bankruptcy Code and subject to any Orders of the Bankruptcy Court and its debtor-in-possession financing, and that, in addition, Provider may have further limitations on its resources (including if the Fees due under this Agreement are not paid in a timely manner). Recipient agrees that the obligations and efforts herein of Provider and its Affiliates are qualified accordingly.

(b) Use of Services. Recipient will, and will cause its Affiliates to, adhere to all terms and conditions or policies as set forth in this Agreement (including in Schedule A). The Services will be provided solely to Recipient, and may be used solely by Recipient and its Subsidiaries, solely in connection with the operation of the Business and at those locations from which the Business was operated as of the Effective Date. None of Recipient's or any of its Subsidiaries' use of any Service will be substantially greater than the level of use required by the Business prior to the Effective Date since June 1, 2023.

(c) Standards of Services. Provider will use commercially reasonable efforts to provide, or cause to be provided, the Services in a workmanlike manner. Recipient acknowledges and agrees that Provider may make changes from time to time in the manner of performing the Services; provided that (i) Provider provides Recipient with reasonable advance written notice of such changes, and (ii) such changes do not materially adversely affect the nature of any Services.

(d) No Violation of Laws or Contracts. Notwithstanding anything to the contrary herein, in no event will any Service include any services, nor will Provider or any of its Affiliates be obligated to perform any Service, in each case, that (i) would be unlawful to perform, (ii) would cause Provider or one of its Affiliates to breach an applicable contract, or (iii) cannot be performed by Provider or its Affiliates absent the consent or similar approval of a third Person, and such consent or similar approval has not been obtained in writing by Recipient or Recipient has failed to comply with the terms and conditions of such consent or similar approval. Any cost associated with obtaining any consent or similar approval of a third Person, will be the responsibility of Recipient. To the extent that pursuant to the foregoing clauses of this Section 1(d), Provider or its Affiliates are unable to perform a particular Service, Provider may terminate such Service upon written notice to Recipient, and Recipient will bear all of the costs and expenses for Recipient or its Subsidiaries to obtain and receive such alternative means of such Service.

2. Fees and Reimbursements.

(a) Consideration. As consideration for the Services, Recipient shall pay to Provider or its designee, as applicable, on a monthly basis as set forth in Section 2(c), (i) the amounts specified in Schedule A with respect to each of the Services, which amounts reflect allocation of Provider's actual fixed monthly costs for each such Service (the "Fixed Fees"), plus (ii) any out-of-pocket expenses, costs, and fees that are not included in the Fixed Fees and are incurred during such month by Provider or any of its Affiliates in connection with the provision of the Services (such amount, the "Variable Fees", and collectively with the Fixed Fees, the "Fees"). For clarity, the Benefits Costs (as defined in Schedule A) are Variable Fees. In addition, Recipient shall bear the costs of any additional license fees, temporary right-to-use fees, royalties, or other amounts payable to any third Person that may be necessary for Recipient to receive the Services. Unless

the Parties otherwise agree in writing, any amounts charged to Recipient will be billed and paid in U.S. Dollars.

(b) Taxes.

(i) Sales Tax or Other Transfer Taxes. Provider shall be entitled to charge Recipient for any Sales and Service Taxes (as defined below) that are required by Law to be charged on the Services. Unless otherwise specified thereon, the amounts set forth on Schedule A are exclusive of Sales and Service Taxes. Recipient shall bear any and all sales, use, excise, value added, goods and service, consumption, turnover, transaction and transfer taxes and any other similar Taxes imposed on, payable with respect to, sustained, incurred, levied or measured by (i) the cost, value or price of Services provided by Provider pursuant to this Agreement; (ii) Provider's cost in acquiring property or services used or consumed by Provider in providing Services pursuant to this Agreement; or (iii) any Fees payable by Recipient pursuant to this Agreement (collectively, the "Sales and Service Taxes"); provided, that each of Provider and Recipient shall be responsible for (w) any real or personal property Taxes on property owned or leased by such Party (or its Affiliates), (x) franchise, margin, privilege and similar Taxes on its business, (y) any employment Taxes imposed on it or with respect to its employees and (z) Taxes based on its income, gross receipts or capital. Within thirty (30) days of receipt of an invoice in accordance with Section 2(c) (subject to Section 2(e)) (or sooner, to the extent required by applicable Law), such Sales and Service Taxes will be payable by Recipient in addition to the amounts provided in Schedule A, in accordance with this Agreement or as otherwise mutually agreed in writing by the Parties and in accordance with applicable Law governing the relevant Sales and Service Taxes; provided, that unless otherwise required by applicable Law, Recipient shall pay an amount equal to such Sales and Service Taxes to the applicable governmental authority (including any taxing authority) and shall file all Tax Returns that are required to be filed in connection therewith; provided further, that to the extent Provider is required by applicable Law to remit such Sales and Service Taxes to the applicable governmental authority (including any taxing authority), Recipient shall timely pay an amount equal to such Sales and Service Taxes to Provider and Provider shall remit such Sales and Service Taxes to the applicable governmental authority (including any taxing authority) and shall file all Tax Returns that are required to be filed in connection therewith.

(ii) Withholding Tax or Other Similar Taxes. Payments for Services or other amounts under this Agreement shall be made free and clear of, and without deduction or withholding for, or on account of, any Taxes; provided, that if any withholding or deduction from any payment under this Agreement by Recipient in relation to any Service is required in respect of any Taxes pursuant to any applicable Law, Recipient will: (i) withhold or deduct such Tax from the amount payable to Provider, (ii) gross up the amount payable to Provider as necessary so that after making all such required withholding and deductions of any Taxes, Provider receives an amount equal to the amount of the Fees in respect of such Service, had no such withholding or deduction of Taxes been made, (iii) timely pay the withheld or deducted amount referred to in the foregoing clause (i) to the relevant governmental authority (including any taxing authority) and (iv) promptly forward to Provider a withholding Tax certificate evidencing such payment.

(iii) Cooperation. Each of Provider and Recipient shall (i) promptly notify the other Party of any deficiency claim or similar notice by a taxing authority with respect to Sales and Service Taxes or withholding taxes payable under this Agreement, (ii) provide the other Party with such information as reasonably requested from time to time and (iii) reasonably cooperate with the Provider or Recipient, as applicable, in connection with (A) the reporting of any Sales and Service Taxes or withholding Taxes payable pursuant to this Agreement, (B) any audit relating to Sales and Service Taxes or withholding Taxes pursuant to this Agreement and (C) any assessment, refund, claim or proceeding relating to such Sales and Service Taxes or withholding Taxes.

(c) Billing and Payment. Except as otherwise set forth in Schedule A, Recipient shall pay Provider in full the Fixed Fees in advance on or before the first business day of the calendar month in which the Services will be performed; provided that the Fixed Fees for the first calendar month of this Agreement are due on the Effective Date. Provider shall invoice Recipient monthly in arrears for the Variable Fees, and Recipient shall pay Provider in full the Variable Fees within fifteen (15) days after the date of each such invoice. Recipient shall pay Provider by wire transfer in accordance with the instructions provided by Provider in writing to Recipient. Late payments shall bear interest *per annum* equal to ten percent (10%), to the extent permitted by applicable Laws or if not permitted to the maximum extent permitted by applicable Laws.

(d) No Right to Setoff. There shall be no right of setoff or counterclaim with respect to any claim, debt, or obligation, against payments to Provider under this Agreement or any other transaction document or other agreement among the Parties or their respective Affiliates.

(e) Payment Dispute. In the event that Recipient reasonably believes in good faith that an invoiced amount is incorrect, it shall notify Provider in writing (the "Dispute Notice") not later than ten (10) days prior to the due date for payment by Recipient. The Dispute Notice must set forth in reasonable detail the basis for the dispute. If Recipient does not deliver a Dispute Notice earlier than ten (10) days prior to the due date for payment, then such invoice shall be conclusively deemed to be correct in all respects, and, except in the case of fraud or intentional misrepresentation, Recipient shall thereafter have no right to dispute, contest or otherwise challenge such invoice in any forum or for any reason.

3. Term and Termination.

(a) Term. The term of this Agreement will commence on the Effective Date and, unless sooner terminated pursuant to Section 3(b) or Section 3(c), continue until the earlier of (i) the date that is three (3) months after the Effective Date and (ii) the date on which all of the Services have been terminated or expired (the "Term"). For clarity, with respect to each of the Services, the term of each Service will commence on the Effective Date and, subject to Section 5(a), shall expire and terminate upon the date specified for such Service in Schedule A unless sooner terminated as set forth in this Agreement (the last date in each such term is referred to herein as the "Termination Date" for each of such Services). Recipient will use commercially reasonable efforts to end Recipient's need to use each Service as soon as commercially practicable following the Effective Date, but in no event later than the applicable Termination Date.

(b) Termination by Recipient. Recipient will have no obligation to continue to use any of the Services and, except as otherwise specified in Schedule A, may terminate all of the Services in any "Category of Services" (as set forth in Schedule A), in whole, but not in part (e.g., Recipient may terminate all of the Services included in the Revenue Cycle Management Category of Services, but cannot terminate only Services Nos. 1, 3, and 7 within the Revenue Cycle Management Category of Services), by giving Provider not less than thirty (30) days' prior written notice of its desire to terminate the Services in such Category of Service; provided, however, that the termination will be effective as of the beginning of the following calendar month (after the expiration of such thirty (30)-day notice period). As soon as reasonably practicable following receipt of any such notice, Provider will advise Recipient in writing as to whether the termination of such Category of Service will require the termination of, or otherwise affect the performance of, any other Services. Upon receipt of such advice from Provider, Recipient may withdraw or confirm its termination notice within five (5) business days following the receipt of such advice from Provider. No termination notice will be deemed final unless Recipient provides Provider with written notice confirming such termination notice. Upon such termination, Recipient's obligation to pay for such terminated Services beyond the effective termination date will terminate; provided, however, that Recipient will reimburse Provider for all costs incurred by Provider and its Affiliates resulting from Recipient's early termination of such Services, including those owed to third parties.

(c) Termination by Provider. Provider may terminate this Agreement in its entirety immediately upon written notice if Recipient materially breaches or is in material default of (i) any payment obligation or other material obligation hereunder or (ii) Section 11 and, in each case, such breach or default has not been cured within ten (10) days after Recipient's receipt from Provider of written notice of such a breach or default. Provider may also terminate any Service (A) if such Service can no longer be provided as a result of a Bankruptcy Disposition, or (B) in accordance with Section 1(d).

(d) Effect of Termination. Each Party acknowledges and agrees that the termination of a Service or this Agreement for any reason shall not release a Party from any Liability or obligation with respect to those Services that have not been terminated (including the continuing duty to provide those Services or portions thereof that have not been terminated), or other obligation that already has accrued as of the effective date of such termination, as applicable, and shall not constitute a waiver or release of, or otherwise be deemed to adversely affect, any rights, remedies, or claims which a Party may have hereunder at Law, in equity or otherwise or which may arise out of or in connection with such termination. In the event of the termination of this Agreement or any Service for any reason, all applicable rights and obligations of the Parties will immediately cease and terminate, and no Party will have any further obligation to the other Party with respect to this Agreement (or such Service), except (i) for payment of Fees accrued but unpaid as of the date of such termination for Services performed prior to such termination, and (ii) Recipient shall reimburse Provider for costs incurred that are associated with any terminated Services and that would not have been incurred but for the early termination of such Services.

(e) Survival. Section 2, Section 3(d), Section 3(e), Section 5(c), Section 6, Section 7, Section 8, Section 9, Section 10, Section 11, and Section 14 shall survive any termination or expiration of this Agreement.

4. Right to Designate and Change Personnel. Provider has the right to designate which personnel will be assigned to perform the Services, including, for the avoidance of doubt, the right to use subcontractors and third-party providers to perform any of the Services as assigned to such subcontractor or third-party provider by Provider in its sole discretion. Provider has the right to remove and replace any such personnel or designate a subcontractor or third-party provider at any time. Provider has no obligation to retain any individual employee, subcontractor, or third-party provider for the sole purpose of performing any Services.

5. Software; Information Security.

(a) Third-Party Software. Recipient agrees to comply with the terms of any license or other agreement of Provider or any of its Affiliates relating to software or services that are used in connection with the performance of any Services. Recipient acknowledges that certain Services are dependent on specific underlying third-party software and any such Services are limited to the scope and time limits imposed in any license or temporary right-to-use granted by the licensor or service provider of that software, and as such, notwithstanding the Termination Date of any such Service, the provision of each such Service will not be extended, and Provider will have no obligation to provide any such Service, beyond the scope or time limits permitted by the licensor or service provider. For clarity, and without limiting this Section 5(a), the Services do not include any software or services described on Schedule B hereto (each, an "Excluded Service").

(b) Party's Software. Any software, development tools, know-how, methodologies, processes, technologies, or algorithms owned by Provider or any of its Affiliates and which may during the Term be operated or used by Provider or any of its Affiliates in connection with the performance of the Services hereunder will remain Provider's or its Affiliate's, as applicable, property and none of Recipient or any of its Affiliates will have any rights or interests therein. Any software, development tools, know-how, methodologies, processes, technologies, or algorithms owned by Recipient and which may during the Term be operated or used by Provider or any of its Affiliates in connection with the performance of the Services hereunder will remain Recipient's property and neither Provider nor any of its Affiliates will have any rights or interests therein.

(c) Provider Data. Recipient acknowledges and agrees, on behalf of itself and its Affiliates, that Provider or its applicable Affiliates shall own all right, title, and interest in and to all data or information that is (i) related to the business of Provider or its Affiliates and is collected, processed, generated, calculated, derived, or stored by, or transmitted to, Recipient, any of its Affiliates or any third parties in connection with the Services, or (ii) otherwise used in, or related to, the business of Provider or its Affiliates ("Provider Data"). Upon termination or expiration of this Agreement with respect to all Provider Data, or upon receipt of a written request by Provider at any time with respect to particular Provider Data, Recipient shall, and shall cause its Affiliates to, return to Provider all such Provider Data (and copies thereof) that is in Recipient's or its Affiliates' possession or control in the form and manner requested by Provider at no cost to Provider or any of its Affiliates. Recipient shall, and shall cause its applicable Affiliates to, access and use the Provider Data only in connection with the receipt of the Services under this Agreement. Recipient shall not, and shall cause its applicable Affiliates not to, use (other than in the receipt of Services), sell, assign, disseminate, license, or otherwise dispose of, market, transfer, give access

to, or disclose any of the Provider Data to any Person, and Recipient shall not, and shall cause its Affiliates not to, commercially exploit any part of the Provider Data.

(d) Information Security.

(i) If, in the course of providing the Services, Provider grants any of Recipient's or its Affiliates' personnel access to Provider's (or Provider's Affiliates') equipment, software, systems, databases, communications networks, or facilities ("Provider Systems"), Recipient shall, and shall cause its applicable Affiliates to: (i) comply with Provider's security policies, procedures, and requirements relating to Provider Systems that have been provided in writing to Recipient in advance, as reasonably updated by Provider from time to time and provided by Provider to Recipient (which (A) will be the same as those in place for Provider or its Affiliates with respect to the same or substantially similar services provided to Provider or its Affiliates or (B) are reasonable and unique to the provision of the Services (provided that no identical or substantially similar services are provided by Provider to itself or its Affiliates) and are consistent with past practice of Provider or its Affiliates) ("Provider Policies") and (ii) maintain commercially reasonable security measures to protect the Provider Systems from access by unauthorized third parties. In addition, Recipient shall not (and shall ensure its applicable Affiliates and such personnel do not): (w) tamper with, compromise, or circumvent any security or audit measures employed by Provider or its Affiliates; (x) disable, damage, disrupt, or impair the normal operation of, any of the Provider Systems; (y) erase or overwrite any of Provider's or its Affiliates' data or information on storage media that is a part of the Provider Systems, except with the prior written approval of Provider; or (z) establish any type of external network connectivity with or into any Provider System, including WAN or Internet connectivity, without the prior written consent of Provider.

(ii) Recipient shall (and shall ensure its applicable Affiliates and its and their respective personnel) access and use only that portion of Provider Systems for which Recipient has been granted the right to access and use. Recipient shall, and shall cause its Affiliates to, limit the access of such personnel to Provider Systems solely to those personnel who are specifically authorized by Provider to have such access.

(iii) If Provider determines that any (i) Recipient or its Affiliate personnel has sought to tamper with, compromise, or circumvent, or has tampered with, compromised, or circumvented, any security or audit measures employed by Provider or its Affiliates, or otherwise violated any Provider Policy, (ii) unauthorized Recipient or its Affiliate personnel has accessed any Provider System, (iii) Recipient or its Affiliate personnel has engaged in any activity that may reasonably be expected to lead to the unauthorized access, use, destruction, alteration, or loss of any data, information, or software, or (iv) Recipient or its Affiliate personnel has otherwise breached this Section 5(d), then Provider may immediately terminate such personnel's access to the Provider Systems. Recipient will, and will cause its applicable Affiliates to, cooperate with Provider in investigating any of the foregoing clauses (i) through (iv). Recipient acknowledges and agrees, on behalf of itself and its applicable Affiliates, that neither it, they nor its or their respective personnel have any expectation of privacy when accessing or using any of the Provider Systems.

(iv) Recipient shall, and shall cause its applicable Affiliates to, (i) prevent all security breaches through its connections to the Provider Systems, (ii) implement stringent security procedures, (iii) act immediately to address any non-approved methods of connection, security breach, or exposure to hacking attempts, and (iv) prevent the introduction of viruses, Trojan horses, disabling code, malware, or similar hostile items into the Provider Systems. Recipient agrees that, in the event a virus or similar item is found to have been so introduced by Recipient, Recipient shall, and shall cause its applicable Affiliates to, assist Provider (at Recipient's sole cost and expense) in eliminating such items, mitigating their effects, and restoring the affected Provider Systems to their prior state, in each case as directed by Provider. Recipient shall notify Provider (by phone and email) within one (1) hour of discovery of any breach or suspected breach of the Provider Systems, regardless of whether or not the breach is believed to be relevant to Provider at that time.

(v) Provider may in its reasonable discretion suspend the provision of Services (or any part thereof) for reasons of preventative or emergency maintenance with respect to the Provider Systems or other information technology or computer systems used or relied on by Provider or its Affiliates. To the extent practicable, Provider shall use its reasonable efforts to inform Recipient five (5) business days in advance of any such suspension for scheduled preventative maintenance.

6. Intellectual Property. Provider or its Affiliates (as applicable) shall be, and shall remain, the sole and exclusive owner of (i) all of its independently acquired and pre-existing Intellectual Property and (ii) all Intellectual Property created by Provider or its Affiliates (as applicable) in connection with the performance of the Services.

7. Mutual Representations and Warranties. Each Party hereby represents and warrants to the other that: (a) the execution, delivery and performance of this Agreement has been duly and validly authorized; and (b) this Agreement constitutes the valid and binding obligations of each Party, enforceable against each Party in accordance with its terms (subject to bankruptcy, moratorium, and similar Laws and subject to the application of specific performance and other equitable principles).

8. Disclaimer. EXCEPT AS OTHERWISE SET FORTH IN THIS AGREEMENT, THE SERVICES ARE PROVIDED "AS-IS" AND NEITHER PARTY MAKES ANY REPRESENTATIONS OR WARRANTIES WITH RESPECT TO THIS AGREEMENT. EACH PARTY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, EXCEPT TO THE EXTENT THAT ANY WARRANTIES IMPLIED BY LAW CANNOT BE VALIDLY WAIVED.

9. Indemnification.

(a) Indemnification by Recipient. Recipient shall indemnify Provider and its Affiliates and their respective directors, officers, managers, equityholders, and employees (collectively, the "Provider Indemnified Parties") against, and shall defend and hold the Provider Indemnified Parties harmless from, any and all Damages arising out of or in connection with: (i) Recipient's

breach of this Agreement, or (ii) the gross negligence, willful misconduct, or fraud of Recipient, its Affiliates, and/or its and/or their respective directors, officers, managers, equityholders, and/or employees.

(b) Damages. For purpose of this Agreement, "Damages" means any claims, injuries, losses, damages, Liabilities (including any Liabilities for Taxes), settlements, judgments, awards, penalties, fines, costs, or expenses (including reasonable legal, expert and consultant fees and expenses), but excluding (other than with respect to any of the foregoing paid to a third Person by an indemnified party) any special, incidental, indirect, exemplary, punitive, or consequential damages (including lost profits, loss of revenue, or lost sales).

10. Limitations on Liability.

(a) NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT OR ANY OTHER AGREEMENT TO THE CONTRARY, OTHER THAN IN THE EVENT OF ANY WILLFUL MISCONDUCT OR FRAUD, IN NO EVENT WILL EITHER PARTY OR ANY OF ITS AFFILIATES BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE, OR CONSEQUENTIAL DAMAGES (INCLUDING LOST PROFITS, LOSS OF REVENUE, OR LOST SALES) IN CONNECTION WITH ANY CLAIMS, LOSSES, DAMAGES, INJURIES, OR LIABILITIES PURSUANT TO THIS AGREEMENT REGARDLESS OF WHETHER SUCH PARTY WAS ADVISED OF THE POSSIBILITY OF SUCH CLAIMS, LOSSES, DAMAGES, INJURIES, OR LIABILITIES. FOR THE AVOIDANCE OF DOUBT, LIABILITIES FOR RECIPIENT'S INDEMNIFICATION OBLIGATIONS UNDER SECTION 9 RELATING TO A THIRD-PARTY CLAIM SHALL NOT BE DEEMED TO BE ANY SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE, OR CONSEQUENTIAL DAMAGES.

(b) EXCEPT IN THE EVENT OF ANY WILLFUL MISCONDUCT OR FRAUD ON THE PART OF PROVIDER, THE AGGREGATE DAMAGES FOR WHICH PROVIDER MAY BE LIABLE IN CONNECTION WITH OR AS A RESULT OF THIS AGREEMENT OR THE SERVICES SHALL NOT EXCEED AN AMOUNT EQUAL TO THE AGGREGATE AMOUNT PAID TO PROVIDER UNDER THIS AGREEMENT.

(c) THE LIMITATIONS ON LIABILITY IN THIS SECTION 10 WILL APPLY TO ANY CLAIMS, LOSSES, DAMAGES, INJURIES, OR LIABILITIES, HOWEVER CAUSED AND REGARDLESS OF THE THEORY OF LIABILITY, WHETHER DERIVED FROM CONTRACT, TORT (INCLUDING NEGLIGENCE), OR ANY OTHER LEGAL THEORY, EVEN IF EITHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH CLAIMS, LOSSES, DAMAGES, INJURIES, OR LIABILITIES, AND REGARDLESS OF WHETHER THE LIMITED REMEDIES UNDER THIS AGREEMENT FAIL OF THEIR ESSENTIAL PURPOSE.

(d) Re-performance. In the event of any breach of this Agreement by Provider with respect to the provision of any Service (with respect to which Provider can reasonably be expected to re-perform in a commercially reasonable manner), Provider shall use commercially reasonable efforts to correct in all material respects such breach or re-perform in all material respects such Services at the request of the Recipient. The remedy set forth in this Section 10(d) shall be the sole and exclusive remedy of the Recipient and its Affiliates for any such breach of this Agreement.

Any request for re-performance in accordance with this Section 10(d) by the Recipient must be in writing and specify in reasonable detail the particular breach, and such request must be made no more than fifteen (15) days after the date such breach becomes apparent or should have reasonably become apparent to the Recipient.

11. Confidentiality.

(a) Duty of Confidentiality. Each Party (a "Receiving Party") will protect the Confidential Information (as defined in Section 11(c)) of the other Party (the "Disclosing Party") using the same degree of care it would use with respect to its own confidential and proprietary information or, if greater, a reasonable degree of care, including to protect the confidentiality, integrity, and security of the Disclosing Party's Confidential Information from unauthorized use, access, intrusion, breach, loss, damage, alteration, processing, modification, disclosure, and other misuse and in accordance with applicable data protection or privacy Laws and the Receiving Party's privacy policies and procedures. Except as otherwise provided in this Agreement, the Receiving Party will, and will cause its Representatives to, keep confidential and not disclose to any Person, without the Disclosing Party's prior written consent, all Confidential Information (including any portion thereof); provided, however, that the Receiving Party shall have the right, without the prior written consent of the Disclosing Party, to disclose Confidential Information to any of its Representatives who need to know the Confidential Information for the purpose of assisting the Receiving Party in performing its obligations under this Agreement, are informed by the Receiving Party of the confidential nature of the Confidential Information, and are bound by similar confidentiality and non-use provisions as in this Agreement. "Representatives" shall mean (i) an Affiliate of a Party or third Persons that perform the Services hereunder; (ii) any director, officer, or employee of a Party or of any such Party's Affiliates; or (iii) any attorney, accountant, business, financial, technical or other advisor, or consultant retained by a Party.

(b) Required Disclosure. In the event that the Receiving Party or any of its Representatives is requested or required to disclose any Confidential Information pursuant to any applicable Law or pursuant to the applicable terms of a deposition, interrogatory, request for documents, subpoena, Order, civil investigative demand or similar judicial process (including the Bankruptcy Cases) or otherwise or any securities exchange rule, the Receiving Party shall promptly notify the Disclosing Party in writing (to the extent permitted by Law and practicable without prejudicing any of the Receiving Party's or its Representative's legal rights, privileges, or obligations or unless prohibited by Law or regulation) and shall reasonably cooperate with the Disclosing Party in taking legally available steps to seek a protective order or other appropriate remedy. In the event that such protective order or other appropriate remedy is not obtained, the Receiving Party or its Representatives, as applicable, may disclose only that portion of the Confidential Information that is legally required to be disclosed and shall reasonably cooperate with Disclosing Party in its efforts to ensure that confidential treatment will be accorded to Confidential Information disclosed in such manner.

(c) Confidential Information. The following shall be considered "Confidential Information" of a Party under this Agreement: all proprietary and confidential information, provided or received in connection with the provision of the Services hereunder, concerning the business, business relationships (including prospective customers and business partners) or financial affairs of such Party or any of its Affiliates, whether or not in writing and whether or not

labeled or identified as confidential or proprietary, including inventions, trade secrets, technical information, know-how, product and pricing information and plans, research and development activities, marketing plans and activities, customer, supplier and prospect information, employee and financial information, and information disclosed by third parties of a proprietary or confidential nature or under an obligation of confidence, including, (i) with respect to Recipient, all data and other information (including personally identifiable information) (A) to the extent relating to Recipient or its business and processed or generated by Provider or its Affiliates or any third Persons in connection with the performance of the Services, or (B) disclosed by or made accessible by Recipient in connection with this Agreement, and (ii) with respect to Provider, all data and other information (including personally identifiable information) disclosed by or made accessible by Provider or any of its Affiliates in connection with this Agreement. Notwithstanding the foregoing, Confidential Information does not include, and there shall be no obligation under this Section 11, with respect to information that (w) is or becomes generally available to the public other than as a result of disclosure by the Receiving Party or its Representatives in violation of this Agreement, including matters that become a matter of public record as a result of the Bankruptcy Cases and the filings related thereto, (x) is or becomes available to the Receiving Party on a non-confidential basis from a source other than the Disclosing Party or its Representatives, which source, to the Receiving Party's knowledge, is not bound by any contractual or other obligation of confidentiality to the Disclosing Party with respect thereto, (y) is developed by the Receiving Party or its Representatives independently of the Confidential Information disclosed to it under this Agreement, or (z) was in the Receiving Party's possession prior to its receipt from or on behalf of the Disclosing Party and received from a source other than the Disclosing Party or its Representatives, which source, to the Receiving Party's knowledge, is not bound by any contractual or other obligation of confidentiality to the Disclosing Party with respect thereto. The terms and conditions of this Agreement shall constitute the Confidential Information of each Party.

12. Patient Records and HIPAA Compliance. In providing the Services hereunder the Parties understand and agree that Provider may act as a Business Associate of Recipient for purposes of the Health Insurance Portability and Accountability Act of 1996, as amended by the Health Information Technology for Economic and Clinical Health Act which was part of the American Recovery and Reinvestment Act of 2009, as amended, and their respective implementing regulations ("HIPAA"). As such, the Parties shall enter into and comply with the Business Associate Agreement attached hereto as Schedule C ("Business Associate Agreement") and incorporated herein by reference. In the event of a conflict between the terms of this Agreement and the Business Associate Agreement, the Business Associate Agreement shall control. Notwithstanding anything in this Agreement to the contrary, the preparation, maintenance, administration, and otherwise handling of patient records (as applicable) shall comply with all applicable Laws including HIPAA and similar state laws, and all such patient records shall be located so that they are readily accessible as and to the extent necessary for patient care, consistent with ordinary records management practices and applicable Law.

13. Privacy Compliance.

(a) Requirements. Each Party must: (i) comply with the Privacy Laws; (ii) not use or disclose Personal Information provided by, or collected on behalf of, the other Party for any purpose other than: (A) to the extent necessary to comply with their obligations or exercise their rights under this Agreement; (B) with the express prior written approval of the other Party; or (C)

to the extent required by Law; (iii) promptly notify the other Party upon becoming aware of any errors or missing or misleading details in any Personal Information that has been provided by, or collected on behalf of, the other Party; and (iv) comply with the other Party's reasonable directions in relation to requests for access or correction of Personal Information which that Party holds on behalf of the other Party, and must provide all reasonably requested assistance to resolve any complaints with respect to such Personal Information. The obligations and restrictions in this Section 13 apply notwithstanding any permitted handling of Confidential Information.

(b) Breach. Each Party (Reporting Party) must immediately notify the other Party if the Reporting Party becomes aware of an actual, suspected or likely data breach or security incident in connection with any Personal Information which relates to, or is made available under or in connection with, this Agreement. Recipient must comply with Provider's directions in relation to the investigation and remediation of such data breach or security incident, including any notification to affected persons or regulators required under Privacy Laws. To the extent permitted by Privacy Law, if Recipient is the Reporting Party, it must not notify the Office of the Australian Information Commissioner or affected persons of any actual, suspected or likely breach or security incident without first notifying Provider to the substance and form of such notification. Each Party must immediately notify the other Party if it becomes aware of any breach or alleged breach of its obligations under this Section 12, and comply with any reasonable direction from the other Party with respect to remedying that breach.

(c) Consents. Recipient must obtain all consents and approvals required under the Privacy Laws for Provider to hold, receive, collect, use and disclose the Personal Information in connection with this Agreement.

(d) For the purposes of this Section 13:

"Personal Information" has the meaning given to it (or similar terms, such as "personal data" or "personally identifiable information") in the applicable Privacy Law.

"Privacy Laws" means the Australian Privacy Act 1988 (Cth) and any other applicable Law (where the Services are being provided or received) or code of conduct, guidelines, Orders or directions made by any authorized body under any Law relating to privacy, data protection, surveillance, direct marketing, data security, or the handling of Personal Information.

14. Miscellaneous.

(a) Relationship of the Parties. Provider and its applicable Affiliates shall remain at all times an independent contractor of Recipient in the performance of all Services hereunder. In all matters relating to this Agreement, each Party will be solely responsible for the acts of its employees and agents, and employees or agents of one Party will not be considered employees or agents of the other Party. Except as otherwise provided herein, neither Party will have any right, power, or authority to create any obligation, express or implied, on behalf of the other Party nor will either Party act or represent or hold itself out as having authority to act as an agent or partner of the other Party, or in any way bind or commit the other Party to any obligations. Nothing in this Agreement is intended to create or constitute a joint venture, partnership, agency, trust, or other association of any kind between the Parties or Persons referred to herein.

(b) Binding Effect; Assignment. This Agreement shall be binding upon Recipient and Provider, and shall inure to the benefit of and be so binding on the Parties and their respective successors and permitted assigns, including any trustee or estate representative appointed in the Bankruptcy Cases or any successor chapter 11 cases; provided that neither this Agreement nor any of the rights or obligations hereunder may be assigned or delegated by Recipient without the prior written consent of Provider, and any attempted assignment or delegation without such prior written consent shall be null and void.

(c) Compliance with Laws. Each Party will (and will cause its Affiliates and use commercially reasonable efforts to cause any other third Persons involved in the performance or receipt of any Services to) comply with all applicable Laws governing the Services to be provided hereunder. Neither Party will take any action in a material violation of such applicable Law that could result in Liability being imposed on the other Party.

(d) Force Majeure. Neither Party nor any of their respective Affiliates shall be liable to the other Party (and shall not be deemed in breach of this Agreement) for any interruption of service, any delays, or any failure to perform under this Agreement solely to the extent caused by matters or events occurring that are beyond the reasonable control of such Party or its Affiliates, including, (i) changes to applicable Law; (ii) fires, floods, acts of God, extremes of weather, earthquakes, tornadoes, or similar occurrences; (iii) riot, insurrection, or other hostilities; (iv) embargo, or fuel or energy shortage; or (v) quarantine measures, epidemics or pandemics (including COVID-19 or the effects of any COVID-19 Measures or Recipient's or Provider's compliance therewith) (each, a "Force Majeure Event"). Each Party shall use its good faith efforts to promptly notify the other upon learning of the occurrence of a Force Majeure Event and (A) the affected Party shall use its commercially reasonable efforts to mitigate and eliminate the Force Majeure Event as promptly as practicable in order to resume performance and (B) the unaffected Party shall have no obligation hereunder with respect to the obligations the affected Party is unable to perform due to the Force Majeure Event. Upon the cessation of the Force Majeure Event, the Parties will promptly resume performance of their obligations under this Agreement.

(e) Notices. Except as otherwise expressly provided herein, all notices, demands and other communications to be given or delivered under or by reason of the provisions of this Agreement will be in writing and will be deemed to have been given (a) when personally delivered, (b) when transmitted by electronic mail (provided that the sender receives confirmation of such delivery), if before 5:00 pm Eastern Standard Time on a Business Day and otherwise, on the next Business Day, (c) the day following the day on which the same has been delivered prepaid to a reputable national overnight air courier service or (d) the third Business Day following the day on which the same is sent by certified or registered mail, postage prepaid, in each case, to the respective Party at the number, electronic mail address or street address, as applicable, set forth below, or at such other number, electronic mail address or street address as such Party may specify by written notice to the other Party.

Notices to Recipient and Guarantors:

MRKS, Inc.
1115 Los Palos Dr.
Salinas, CA 93901

Attention: Maureen Raynaud, MD
Kevin Sanders, MD
E-mail: maureenraynaud@icloud.com
ksanders@soundcancercare.com

Notices to Provider:

GenesisCare USA Inc.
1419 SE 8th Terrace, Suite 200
Cape Coral, Florida 33990
Attention: Shaden Marzouk
Jack Seal
E-mail: Shaden.marzouk@usa.genesiscare.com
Jack.seal@usa.genesiscare.com
Legalnotices@usa.genesiscare.com

Notices to Provider's Representative:

GenesisCare USA Holdings, Inc.
1419 SE 8th Terrace, Suite 200
Cape Coral, Florida 33990
Attention: Shaden Marzouk
Jack Seal
E-mail: Shaden.marzouk@usa.genesiscare.com
Jack.seal@usa.genesiscare.com
Legalnotices@usa.genesiscare.com

with copies to (which shall not constitute notice):

Kirkland & Ellis LLP
200 Clarendon Street
Boston, MA 02116
Attention: Shayla K. Harlev
Steven N. Serajeddini, P.C.
Steve Toth
Larissa Cespedes-Yaffar
Neil K. Vohra
Jaimie Fedell
E-mail: Shayla.harlev@kirkland.com
Steven.serajeddini@kirkland.com
Steve.toth@kirkland.com
Larissa.cespedesyaffar@kirkland.com
Neil.vohra@kirkland.com
Jaimie.fedell@kirkland.com

(f) Amendment and Waiver. Any provision of this Agreement or the schedules or exhibits hereto may be (a) amended only in a writing signed by Recipient and Provider or

(b) waived only in a writing executed by the Party against which enforcement of such waiver is sought. No waiver of any provision hereunder or any breach or default thereof will extend to or affect in any way any other provision or prior or subsequent breach or default.

(g) Third Party Beneficiaries. Except as otherwise expressly provided herein, nothing expressed or referred to in this Agreement will be construed to give any Person, other than the Parties hereto and their permitted successors and assigns, any legal or equitable right, remedy, or claim under or with respect to this Agreement or any provision of this Agreement.

(h) Severability. Whenever possible, each provision of this Agreement will be interpreted in such manner as to be effective and valid under applicable Law, but if any provision of this Agreement is held to be prohibited by or invalid under applicable Law in any jurisdiction, such provision will be ineffective only to the extent of such prohibition or invalidity in such jurisdiction, without invalidating the remainder of such provision or the remaining provisions of this Agreement or in any other jurisdiction.

(i) Construction. The language used in this Agreement will be deemed to be the language chosen by the Parties to express their mutual intent, and no rule of strict construction will be applied against any Person. The headings of the sections and paragraphs of this Agreement have been inserted for convenience of reference only and will in no way restrict or otherwise modify any of the terms or provisions hereof.

(j) Complete Agreement. This Agreement, the schedules and exhibits attached hereto, together with any other agreements expressly referred to herein or therein, contains the entire agreement of the Parties respecting the Services and the transactions contemplated by this Agreement and supersedes all prior agreements among the Parties respecting the Services and the transactions contemplated by this Agreement. In the event of any conflict between this Agreement, on the one hand, and any other documents delivered in connection hereby or thereby (including the Purchase Agreement), on the other hand, the terms of this Agreement shall control solely to the extent of such conflict. In the event an ambiguity or question of intent or interpretation arises with respect to this Agreement, the terms and provisions of the execution version of this Agreement will control and prior drafts of this Agreement and the documents referenced herein will not be considered or analyzed for any purpose (including in support of parol evidence proffered by any Person in connection with this Agreement), will be deemed not to provide any evidence as to the meaning of the provisions hereof or the intent of the Parties with respect hereto and will be deemed joint work product of the Parties.

(k) Jurisdiction and Exclusive Venue. Each of the Parties irrevocably agrees that any Action of any kind whatsoever, including a counterclaim, cross-claim, or defense, regardless of the legal theory under which any Liability or obligation may be sought to be imposed, whether sounding in contract or in tort or under statute, or whether at law or in equity, or otherwise under any legal or equitable theory, that may be based upon, arising out of, or related to this Agreement or the negotiation, execution, or performance of this Agreement or the transactions contemplated hereby and any questions concerning the construction, interpretation, validity and enforceability of this Agreement (each, an "Agreement Dispute") brought by any other Party or its successors or assigns will be brought and determined only in (a) the Bankruptcy Court and any federal court to which an appeal from the Bankruptcy Court may be validly taken or (b) if the Bankruptcy Court

is unwilling or unable to hear such Action, in the Court of Chancery of the State of Delaware (or if such court lacks jurisdiction, any other state or federal court sitting in the State of Delaware) (the "Chosen Courts"), and each of the Parties hereby irrevocably submits to the exclusive jurisdiction of the Chosen Courts for itself and with respect to its property, generally and unconditionally, with regard to any Agreement Dispute. Each of the Parties agrees not to commence any Agreement Dispute except in the Chosen Courts, other than Actions in any court of competent jurisdiction to enforce any Order, decree or award rendered by any Chosen Courts, and no Party will file a motion to dismiss any Agreement Dispute filed in a Chosen Court on any jurisdictional or venue-related grounds, including the doctrine of *forum non-conveniens*. The Parties irrevocably agree that venue would be proper in any of the Chosen Court, and hereby irrevocably waive any objection that any such court is an improper or inconvenient forum for the resolution of any Agreement Dispute. Each of the Parties further irrevocably and unconditionally consents to service of process in the manner provided for notices in Section 13(e). Nothing in this Agreement will affect the right of any Party to serve process in any other manner permitted by Law.

(l) Governing Law; Waiver of Jury Trial.

(i) Except to the extent the mandatory provisions of the Bankruptcy Code apply, this Agreement and any Agreement Dispute will be governed by and construed in accordance with the internal Laws of the State of Delaware applicable to agreements executed and performed entirely within such State without regards to conflicts of law principles of the State of Delaware or any other jurisdiction that would cause the Laws of any jurisdiction other than the State of Delaware to apply.

(ii) EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY AGREEMENT DISPUTE IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES AND THEREFORE HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY AGREEMENT DISPUTE. EACH OF THE PARTIES AGREES AND CONSENTS THAT ANY SUCH AGREEMENT DISPUTE WILL BE DECIDED BY COURT TRIAL WITHOUT A JURY AND THAT THE PARTIES MAY FILE AN ORIGINAL COUNTERPART OF A COPY OF THIS AGREEMENT WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF THE PARTIES TO THE IRREVOCABLE WAIVER OF THEIR RIGHT TO TRIAL BY JURY. EACH PARTY (I) CERTIFIES THAT NO ADVISOR OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF ANY AGREEMENT DISPUTE, SEEK TO ENFORCE THE FOREGOING WAIVER AND (II) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.

(m) Counterparts and PDF. This Agreement and any other agreements referred to herein or therein, and any amendments hereto or thereto, may be executed in multiple counterparts, any one of which need not contain the signature of more than one Party hereto or thereto, but all such counterparts taken together will constitute one and the same instrument. Any counterpart, to the

extent signed and delivered by means of a .PDF or other electronic transmission, will be treated in all manner and respects as an original Contract and will be considered to have the same binding legal effects as if it were the original signed version thereof delivered in person. Minor variations in the form of the signature page to this Agreement or any agreement or instrument contemplated hereby, including footers from earlier versions of this Agreement or any such other document, will be disregarded in determining the effectiveness of such signature. At the request of any Party or pursuant to any such Contract, each other party hereto or thereto will re-execute original forms thereof and deliver them to all other parties. No Party hereto or to any such Contract will raise the use of a .PDF or other electronic transmission to deliver a signature or the fact that any signature or Contract was transmitted or communicated through the use of PDF or other electronic transmission as a defense to the formation of a Contract and each such party forever waives any such defense.

(n) Fiduciary Obligations. Nothing in this Agreement, or any document related to the transactions contemplated hereby, will require any Provider or its respective directors, officers or members, in each case, in their capacity as such, to take any action, or to refrain from taking any action, to the extent inconsistent with their fiduciary obligations or applicable Law. Provider retains the right to pursue any transaction or restructuring strategy that, in Provider's business judgment, will maximize the value of the estate of Provider.

(o) Guaranty. Notwithstanding anything in this Agreement or the Purchase Agreement to the contrary, the obligations set forth in this Agreement with respect to Recipient are hereby deemed to be Guaranteed Obligations (if any) of Guarantors under the Purchase Agreement.

(Remainder of page intentionally left blank.)

IN WITNESS WHEREOF, the Parties have executed this Transition Services Agreement as of the date first set forth above.

"**Recipient**"	**"Provider"**
MRKS, Inc.	GenesisCare USA, Inc.
By:_____	By:_____
Name: Maureen Raynaud, MD	Name: Shaden Marzouk, MD
Title: _____	Title: Authorized Signatory
By:_____	
Name: Kevin Sanders, MD	
Title: _____	

Schedule A

Services

#	Service	Maximum Duration
Category of Service: Revenue Cycle Management		
1	**Scheduling & Registration** Scheduling of new and existing patient appointments Register clients for services, including intake paperwork and initial enrollment	60 days
2	**Financial Clearance & Counseling** Verification and explanation of benefits, including expected out of pocket costs Administration and management of payment plans, centralized copay, and grants assistance	60 days
3	**Verification of Benefits** Verify client benefits before and during courses of treatment	60 days
4	**Prior Authorization** Coordination of prior authorizations for courses of treatment with insurance plans	60 days
5	**Customer Service** Management of inbound & outbound calls regarding statements, balances, billing, and other RCM questions	60 days
6	**POS Collections** Collections at point-of-sale including copays; administration and management of POS systems	60 days
7	**CDI & Health Information Mgmt.** Proper collection and storage of personal health information	60 days
8	**Coding & Charge Capture** Coding of services rendered and submission of charts for review	60 days
9	**Billing & Third-Party Follow-up** Preparation and submission of claims, subsequent collection of balances due Management of third-party collections and billing vendors	60 days

#	Service	Maximum Duration
10	**Payment Posting & AR Mgmt.** Posting of payments to client accounts upon receipt of remuneration Follow-up on outstanding AR balances	60 days
11	**Patient Collections & Denials Mgmt.** Collections of patient portion of outstanding AR balances Management of claim denials and follow-up to adjust claims for resubmission	60 days
12	**Systems Maintenance** Maintain Intergy system, charge master, PMS automations, Waystar, and other RCM systems Access to payor portals	60 days
13	**Cash Control** Reconciliation of patient posting to bank statements, check management Receipt of correspondences sent to physical GC locations (corporate, clinics, mailbox, etc.)	60 days
14	**Credit Balances & Refunds** Patient, Government, and Commercial payor refund management	60 days
Revenue Cycle Management Monthly Fixed Fees		**$5,056**
Category of Service: Information Technology		
15	**Clinical Systems & Patient Portals** Administration and maintenance of clinical systems including all EMRs, medical equipment software, and patient portals	60 days
16	**Non-Clinical Systems & Data** Administration and maintenance of non-clinical systems necessary to provide other Services including corporate enterprise tools and other licenses	60 days
17	**Clinical Performance Analytics** Maintenance of data and analytics platforms to assess clinical productivity and performance Maintenance of dashboards and datasets for reporting purposes	60 days
18	**Voice & Data Network** Maintenance of voice & data network, including active vendors	60 days
19	**Help Desk & Desktop Support** Help desk for corporate / clinical IT issues and solutions, including	60 days

#	Service	Maximum Duration
	hardware and software concerns L1 service desk and field technicians within clinics	
Information Technology Monthly Fixed Fees		**$10,716**
Category of Service: Clinical Operations		
20	**Clinical Operations** Management and oversight of clinical activities, including coordination of operations with clinic and corporate stakeholders	60 days
21	**Physics & Dosimetry** Leadership and management of the physics & dosimetry Support of labor and workforce management tools	60 days
22	**Therapists & Radiation Techs** Leadership and management, workforce planning & tools for therapists and radiation technicians, including locum workforce	60 days
23	**Medical Records Mgmt. & Transfer** Support of data pulls and subsequent transfer for storage in Recipient-supported medical record	60 days
Clinical Operations Monthly Fixed Fees		**$1,010**
Category of Service: Finance & Accounting		
24	**Payroll** Coordination and administration of regular payroll for corporate and clinic employees	60 days
25	**Accounts Payable** Analysis and management of outstanding accounts payable, pay balances due	60 days
26	**Accounts Receivable** Analysis of outstanding receipts and management of A/R	60 days
27	**Treasury** Cash management with banking institutions	60 days

#	Service	Maximum Duration
28	**General Accounting Services** Coordination of month end close process including GL updates and creation of financial statements	60 days
29	**Physician Compensation** Coordination of monthly accrual for physician compensation, monthly calculation of physician compensation and bonus	60 days
Category of Service: Finance & Accounting Monthly Fixed Fees		**$1,866**
Procurement, Facilities, & Real Estate		
30	**Vendor Transition Management** Coordination with vendors during transition and assistance with transition of contracts assumed by the Recipient	60 days
Procurement, Facilities, & Real Estate Monthly Fixed Fees		**$565**
Category of Service: Engineering		
31	**Medical Equip. & Engineering** Maintenance services for existing medical equipment (LINAC, PET/CT, etc.)	60 days
Engineering Monthly Fixed Fees		**$2,209**
Category of Service: People & Culture		
32	**Employee Benefits Administration** Administer the Provider health and welfare benefit plans and process employee departures and employee onboarding throughout contract term Continued participation of Recipient employees (and their eligible dependents) under the Provider health and welfare benefit plans, subject to approval by the relevant insurers (the "Provider Health and Welfare Plans")	up to 60 days[1]

[1] Note to Draft: The length of time this Service will be available with respect to employee benefits will be constrained by the time the seller continues to maintain group health and welfare plans.

#	Service	Maximum Duration
33	**Employee Information Management** Maintenance of employee records within Workday system and associated support services	60 days
34	**Employee & Labor Relations** Management of ongoing employee relations including departures, terminations, concerns, and transfers	60 days
People & Culture Monthly Fixed Fees		**$885**
Category of Service: Management, Payor Contracting, and Other		
35	**Patient Access Call Center** Management of existing patient call center to handle inbound calls and re-route to clinics	60 days
36	**Regional Management & Administration** Management and support of regional operations not purchased by Recipient during transition period	60 days
37	**Network & Referral Management** Management of referral sources and reporting, communications to referral and network partners	60 days
Management, Payor Contracting, and Other Monthly Fixed Fees		**$1,241**
Category of Service: TSA Management Office		
38	TSA Management Office Management and administration of requests related to this Agreement across departments and organizations throughout duration of the Term	60 days
TSA Management Office Monthly Fixed Fees		**$2,401**

Schedule B

Excluded Services

Contract Type	Third-Party Provider	Description
IT Hardware/Software - General	Lynkcare, Inc., dba OncoLens	Provides software-as-a-service solutions for cancer conferences and accreditation
IT Software: License & Support Agreement	IntrinsiQ Specialty Solutions, Inc	Provider of electronic health records, practice financial management solutions, and pharmaceutical analytics for independent physicians.
IT Software: License & Support Agreement	IntrinsiQ Specialty Solutions, Inc	Provider of electronic health records, practice financial management solutions, and pharmaceutical analytics for independent physicians.
IT Hardware/Software - Purchase Order	IntrinsiQ Specialty Solutions, Inc	Provider of electronic health records, practice financial management solutions, and pharmaceutical analytics for independent physicians.
IT Hardware/Software - General	Flagship Solutions, LLC	Cold storage for old EMR back-up
IT Software: License & Support Agreement	Salesforce.com, Inc	CRM platform
IT Services/Software: Membership/Subscription	Salesforce.com, Inc	CRM platform
IT Maintenance and Support & Service Agreement	Fortinet, Inc.	Required for the IT Network Monitoring
IT Software: License & Support Agreement	Flatiron Health, Inc.	EMR system for Urology (Onco EMR)
IT Services/Software: Membership/Subscription	Salesforce.com, Inc	CRM platform
Professional Services Agreement	Nuance Communications, Inc	Speech and imaging solutions; only used in Urology practices
IT Hardware/Software - General	Nuance Communications, Inc	Speech and imaging solutions; only used in Urology practices
IT Software: License & Support Agreement	Nuance Communications, Inc	Speech and imaging solutions; only used in Urology practices
IT Services/Software: Membership/Subscription	Tableau Software, Inc	Data visualization platform
IT Maintenance and Support & Service Agreement	XenTegra LLC	IT solutions advisor and reseller with a specialized focus on digital workspace technologies and cloud computing
IT Services/Software: Membership/Subscription	QliqSOFT, Inc.	Patient communication software; Text messaging to patient by provider
IT Maintenance and Support & Service Agreement	FairWarning Services, LLC	Patient Privacy Intelligence monitors record access logs and notifies you when impermissible access occurs
IT Maintenance and Support & Service Agreement	BlueNet Technologies, Inc.	IT staff augmentation

IT Hardware/Software - General	Vision RT Inc.	Part of LINAC - used only in Radiation Oncology
IT Software: License & Support Agreement	Callidus Software, Inc. (an SAP America, Inc. company)	Sales performance management
Coding/Billing & Collection/Auditing Agreement	Department of Veterans Affairs	Agreement to support services for Veterans Affairs
IT Maintenance and Support & Service Agreement	Summit National Accounts	Fire and Life Safety Services
Master Services Agreement	LAMB Technologies, Inc.	PACS vendor used in central region - LAMB Technologies is a company that provides healthcare and life sciences information technology, asset management, and digital imaging solutions
IT Software: License & Support Agreement	Radformation	For Radiation Oncology billing; radiation therapy workflow automation

Schedule C

Form of Business Associate Agreement

BUSINESS ASSOCIATE AGREEMENT

THIS BUSINESS ASSOCIATE AGREEMENT (this "Agreement") is made and entered into as of this [●] day, of [●] [●] (the "Effective Date") by, MRKS, Inc., a California corporation ("Recipient"), and GenesisCare USA, Inc., a Florida corporation ("Provider"). Recipient and Provider may be referred to herein as a "Party" and collectively as the "Parties".

WHEREAS, Recipient and Provider are required to meet the requirements of the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191 (the "Act"), the privacy standards adopted by the U.S. Department of Health and Human Services ("HHS") as they may be amended from time to time, 45 C.F.R. parts 160 and 164, subparts A and E (the "Privacy Rule"), the security standards adopted by HHS as they may be amended from time to time, 45 C.F.R. parts 160, 162, and 164, subpart C (the "Security Rule"), and the privacy provisions (Subtitle D) of the Health Information Technology for Economic and Clinical Health Act, Division A, Title XIII of Pub. L. 111-5, and its implementing regulations (the "HITECH Act"), due to their status as a "Covered Entity" or a "Business Associate" under the Act. (The Act, the Privacy Rule, the Security Rule, and the HITECH Act are collectively referred to herein as "HIPAA" for the purposes of this Agreement);

WHEREAS, Recipient and Provider are parties to a certain underlying agreement which involves the provision of services for an orderly transition of operation of the Business from Provider and US Cancer Care, Inc. to Recipient (collectively the "Underlying Agreement");

WHEREAS, in order to provide the services as further described in the Underlying Agreement, Recipient may disclose to Provider certain Protected Health Information ("PHI"); and

WHEREAS, the Parties desire to enter into this Agreement to (i) protect the privacy, and provide for the security of PHI disclosed by Recipient to Provider and (ii) satisfy certain requirements imposed upon the Parties by HIPAA.

NOW, THEREFORE, in consideration of the mutual benefits of complying with Laws and regulations stated above, Recipient and Provider agree as follows:

Article I

DEFINITIONS

Definitions**.** Capitalized terms not specifically defined in this Agreement shall have the meanings attributed to them under HIPAA.

Article II

PRIVACY AND SECURITY OF PROTECTED HEALTH INFORMATION

Permitted Uses & Disclosures.

(a) Provider may use and disclose PHI on behalf of Recipient pursuant to the Underlying Agreement between Provider and Recipient or as Required by Law. Except for the specific uses or disclosures set forth in this Section 2.1, Provider may not use or disclose PHI in a manner that would violate the Privacy Rule if done by Recipient. To the extent required by the Minimum Necessary requirements of HIPAA, Provider shall only request, use and disclose the minimum amount of PHI necessary to accomplish the purpose of the request, use or disclosure.

(b) Unless otherwise limited herein and except where prohibited by Law, Provider may (1) use or disclose PHI for the proper management and administration of Provider; and (2) disclose PHI to fulfill any present or future legal responsibilities of Provider; provided that any disclosure described by Subsection (1) or (2) of this Section is Required by Law, or Provider obtains reasonable assurances from the person to whom the PHI is disclosed that it will be kept confidential and used or further disclosed only as Required by Law or for the purpose for which it was disclosed to the person, and the person agrees to notify Provider of any instances of which it becomes aware in which the confidentiality of the information has been breached.

(c) Provider may use PHI to provide Data Aggregation services as permitted by 45 C.F.R. § 164.504(e)(2)(i)(B).

(d) Provider may de-identify PHI in accordance with 45 C.F.R. § 164.514(b).

(e) Provider may disclose PHI to the extent required by the 21st Century Cures Act, Section 4004, as implemented by 45 C.F.R. part 171 ("Information Blocking Rules").

Prohibited Uses and Disclosures.

(a) Requests for Non-Disclosure. Provider shall use or disclose the PHI only: (i) in conjunction with the services it provides to Recipient (the "Services"); (ii) consistent with the manner in which Recipient is permitted to use and disclose by 45 C.F.R. 164.502 or 45 C.F.R. § 164.512; (iii) for Provider's proper management and administration; (iv) to fulfill any present or future legal responsibilities; (v) as otherwise permitted or required by this Agreement; or (vi) as otherwise permitted or Required by Law.

Safeguards for the Protection of PHI**.** Provider shall use appropriate safeguards and shall comply with the requirements of the Security Rule applicable to Provider including those set forth at 45 C.F.R. parts 164.308, 164.310, 164.312, and 164.316 to prevent the use or disclosure of PHI other than as permitted by this Agreement.

Mitigation**.** Provider agrees to mitigate, to the extent practicable, any harmful effect that is known to Provider resulting from a use or disclosure of PHI by Provider in violation of the requirements of this Agreement, the Underlying Agreement, or HIPAA.

Reporting to Recipient.

(a) Breach and Other Privacy Rule Violations. Provider shall report to Recipient any use or disclosure of PHI not permitted by this Agreement, the Underlying Agreement, or that is in violation of any provision of HIPAA, including any Breach of unsecured PHI as required by 45 C.F.R. 164.410, within forty-five (45) calendar days after the date on which Provider learns or should have learned of such occurrence. In its report to Recipient, Provider will identify, to the extent known to Provider at the time of such reporting: (i) the nature of the non-permitted use or disclosure; (ii) the PHI used or disclosed; (iii) the party or parties who made the non-permitted use or received the non-permitted disclosure; (iv) what corrective action Provider took or will take to prevent further non-permitted uses or disclosures; (v) what Provider did or will do to mitigate any harmful effect of the non-permitted use or disclosure; and (vi) such other information as HHS may prescribe by regulation.

(b) Security Incidents. Provider shall report all Security Incidents to Recipient, in accordance with the following reporting procedures for (i) Security Incidents that result in unauthorized access, use, disclosure, modification or destruction of electronic PHI ("ePHI") or interference with system operations ("Successful Security Incidents"); and (ii) Security Incidents that do not result in unauthorized access, use, disclosure, modification or destruction of ePHI or interference with system operations ("Unsuccessful Security Incidents").

(i) Successful Security Incidents. Provider shall provide notice to Recipient of any Successful Security Incident of which it becomes aware within thirty (30) days.

(ii) Unsuccessful Security Incidents. The Parties acknowledge and agree that this section constitutes notice by Provider to Recipient of the ongoing existence and occurrence of attempted but Unsuccessful Security Incidents for which no additional notice to Recipient shall be required. Unsuccessful Security Incidents shall include, but not be limited to, pings and other broadcast attacks on Provider's firewall, port scans, unsuccessful log-on attempts, denials of service and any combination of the above, so long as no such incident results in unauthorized access, use or disclosure of PHI.

Use of Subcontractors. Provider may disclose PHI to a Subcontractor subject to the terms of this Agreement. Prior to the disclosure of PHI to any Subcontractor, Provider shall cause each such Subcontractor to agree in writing to the same restrictions, conditions and requirements that apply to the Provider with respect to such PHI. Furthermore, Provider shall disclose to its Subcontractors only the Minimum Necessary to perform such Services as are delegated to the Subcontractor by the Provider.

Authorized Access to PHI. At the request of Recipient, Provider shall make available to Recipient (or to the Individual at the direction of Recipient) any PHI in a Designated Record Set which Provider created or received for or from Recipient and that is in the custody or control of Provider as required by 45 C.F.R. § 164.524.

Amendment of PHI. Provider shall, at the request of Recipient, amend PHI in a Designated Record Set, in accordance with the instructions provided by Recipient or permit

Recipient access to amend any portion of the PHI which Provider created or received from or on behalf of Recipient, as required by 45 C.F.R. §164.526.

Accounting of Disclosures of PHI. Provider shall make available to Recipient such information as is in Provider's possession and required for Recipient to make the accounting required by 45 C.F.R. §164.528.

Performance of Obligations of Recipient. To the extent Provider is to carry out an obligation of Recipient under the Privacy Rule, Provider shall comply with the requirements of the Privacy Rule that apply to Recipient in performance of such obligation.

Inspection of Books and Records**.** Provider shall make its internal practices, books, and records relating to the use and disclosure of PHI available to Recipient and to HHS for purposes of determining compliance with HIPAA.

Obligations of Recipient.

(a) Recipient shall notify Provider of any limitation(s) in the notice of its privacy practices under 45 C.F.R. § 164.520, to the extent that such limitation may affect Provider's use or disclosure of PHI.

(b) Recipient shall notify Provider of any changes in, or revocation of, the permission by an Individual to use or disclose PHI, to the extent that such changes may affect Provider's use or disclosure of PHI.

(c) Recipient shall notify Provider of any restriction on the use or disclosure of PHI that Recipient has agreed to or is required to abide by under 45 C.F.R. § 164.522, to the extent that such restriction may affect Provider's use or disclosure of PHI.

(d) Recipient shall not request Provider to use or disclose PHI in any manner that would not be permissible under the Privacy Rule if done by Recipient.

Article III

TERM AND TERMINATION

Term. The term of this Agreement shall commence as of the Effective Date of this Agreement and shall continue in effect until terminated in accordance with Section 3.2.

Termination. This Agreement shall terminate upon the earlier to occur of: (i) the termination of the Underlying Agreement; or (ii) receipt by either Party of the other Party's notice to terminate in the event a breach of a material term of this Agreement pursuant to Section 3.3.

Right to Terminate for Breach. Either Party (the "non-breaching party") has the right to terminate this Agreement if it determines, in its reasonable discretion that the other Party (the "breaching party") has breached any material term of this Agreement. Following the non-breaching party's determination that the breaching party has breached a material term of this Agreement, the non-breaching party shall provide the breaching party with written notice of its

determination, and afford the breaching party at least thirty (30) days to cure such alleged breach. In the event that the breaching party fails to cure said breach to the reasonable satisfaction of the non-breaching party within such time frame as is designated by the non-breaching party, but in no event less than thirty (30) days, the non-breaching party may immediately terminate this Agreement.

Return or Destruction of PHI.

(a) Upon termination of the Agreement for any reason, Provider shall automatically return, at its cost, all PHI or any copies thereof received from Recipient that Provider or its agents or Subcontractors maintain in any form. Prior to the return of PHI to Recipient, Provider may submit to Recipient a written request for permission to destroy PHI, and such request may be approved or denied in the sole discretion of Recipient.

Continuing Privacy and Security Obligation**.** If return or destruction of the PHI is not feasible, as determined by Recipient, Provider shall extend the protections of this Agreement for as long as necessary to protect the PHI and to limit any further use or disclosure. Provider shall only use or disclose such PHI for those purposes that make return or destruction infeasible.

Injunctive Relief**.** In the event of a breach of any material term of this Agreement, Recipient has a right to seek injunctive relief to prevent future disclosure of PHI.

Article IV

MISCELLANEOUS

Applicability**.** This Agreement shall be applicable to PHI received by Provider from Recipient or created or received by Provider on behalf of Recipient.

Amendments. The Parties acknowledge that state and federal Laws relating to data security and privacy are rapidly evolving and that amendment of this Agreement may be required to provide for procedures to ensure compliance with such developments. The Parties specifically agree to take such action as is necessary to implement the standards and requirements of HIPAA and other applicable Laws relating to the security, confidentiality, or interoperability of PHI.

No Third Party Beneficiaries. Nothing express or implied in this Agreement is intended to confer, nor shall anything herein confer, upon any person other than Recipient, Provider and their respective successors or assigns, any rights, remedies, obligations or Liabilities whatsoever.

Conflicts. The terms and conditions of this Agreement will override and control any conflicting terms or conditions of any other agreements that may be in place between the Parties. All non-conflicting terms and conditions of this Agreement and any other agreement between the Parties remain in full force and effect.

Construction. This Agreement shall be construed as broadly as necessary to implement and comply with HIPAA and the Information Blocking Rules. Any ambiguity in this Agreement shall be resolved in favor of a meaning that complies with HIPAA.

Subpoenas. Provider shall provide written notice to Recipient of any subpoena or other legal process seeking PHI received from or created on behalf of Recipient, or otherwise relating to the provision of Services by Provider.

Notices. All notices, records, or reports required to be given to either Party under this Agreement will be in writing and sent by traceable carrier to each Party's address indicated below, or such other address as a Party may indicate by at least ten (10) days' prior written notice to the other Party. Notices will be effective upon receipt.

RECIPIENT:

MRKS, Inc.
1115 Los Palos Dr.
Salinas, CA 93901
Attention: Maureen Raynaud, MD
Kevin Sanders, MD
E-mail: maureenraynaud@icloud.com
ksanders@soundcancercare.com

PROVIDER:

GenesisCare USA, Inc.
1419 SE 8th Terrace, Suite 200
Cape Coral, Florida 33990
Attention: Shaden Marzouk
Jack Seal
E-mail: Shaden.marzouk@usa.genesiscare.com
Jack.seal@usa.genesiscare.com
Legalnotices@usa.genesiscare.com

with copies to (which shall not constitute notice):

Kirkland & Ellis LLP
200 Clarendon Street
Boston, MA 02116
Attention: Shayla K. Harlev
Steven N. Serajeddini, P.C.
Steve Toth
Larissa Cespedes-Yaffar
Neil K. Vohra
Jaimie Fedell
E-mail: Shayla.harlev@kirkland.com
Steven.serajeddini@kirkland.com
Steve.toth@kirkland.com

Larissa.cespedesyaffar@kirkland.com
Neil.vohra@kirkland.com
Jaimie.fedell@kirkland.com

Counterparts. This Agreement may be executed in two (2) or more counterparts and each such counterpart executed shall for all purposes be deemed an original, and all counterparts together shall constitute but one and the same instrument. This shall be binding upon all signatories hereof who sign below.

Governing Law. Section 14(k) and Section 14(l) of the Underlying Agreement are hereby incorporated by reference, *mutatis mutandis*.

[Intentionally Left Blank - Signature Page Follows]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be signed by their duly authorized representatives as of the Effective Date.

RECIPIENT:

Name: MRKS, Inc.

By:_____

Maureen Raynaud, MD

Title:_____

By:_____

Kevin Sanders, MD

Title:_____

PROVIDER:

Name: GenesisCare USA, Inc.

By:_____

Shaden Marzouk, MD

Title: Authorized Signatory

Exhibit B

FORM OF ASSIGNMENT OF EQUITY INTERESTS

THIS ASSIGNMENT OF EQUITY INTERESTS (this "Assignment") is made as of [●], [●], by and between US Cancer Care, Inc., a Delaware corporation (the "Seller"), and MRKS, Inc., a California corporation (the "Purchaser"). Terms capitalized but not used herein shall have such meaning set forth in the Investment Agreement, dated as of December 7, 2023, by and among Seller, Purchaser, and GenesisCare USA Holdings, Inc., a Delaware corporation (the "Investment Agreement").

WHEREAS, the Seller is the owner of 60.00% of the equity interests of GenesisCare USA Salinas Valley Memorial Radiation Therapy Management, LLC, a California limited liability company (the "Company"; such equity interests collectively, the "Interest"); and

WHEREAS, the Seller desires to assign, transfer and convey all of its respective right, title and interest in the Interest to the Purchaser.

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

1. Assignment. The Seller hereby sells, assigns, transfers and conveys the Interest to the Purchaser, and the Purchaser hereby accepts such sale, assignment, transfer and conveyance of the Interest from the Seller, in each case, as of the Closing (as defined in the Investment Agreement).

2. Parties Bound. This Assignment shall be binding upon and inure to the benefit of the respective legal representatives, successors, assigns, heirs, and devisees of the parties.

3. Governing Law. Section 9.14 of the Investment Agreement is incorporated herein by reference.

4. Effective Time. This Assignment shall be effective as of the Closing.

5. Execution in Counterparts. This Assignment may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of such counterparts shall constitute one Assignment.

[*Signature page follows*.]

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be signed as of the date first above written.

US Cancer Care, Inc.

By: _____

Name: _____

Title: _____

MRKS, INC.

By: _____

Name: _____

Title: _____

Exhibit C

FORM OF BILL OF SALE AND ASSIGNMENT AND ASSUMPTION AGREEMENT

This BILL OF SALE AND ASSIGNMENT AND ASSUMPTION AGREEMENT (this "Agreement") is made and entered into as of [●], [●], by and between US Cancer Care, Inc., a Delaware corporation ("Cancer Care"), and GenesisCare USA, Inc., a Florida corporation (each, a "Seller" and collectively, "Sellers"), and MRKS, Inc., a California corporation ("Purchaser"). Seller and Purchaser are referred to herein individually as a "Party" and collectively as the "Parties".

WHEREAS, Cancer Care, Purchaser, Maureen Raynaud, MD and Kevin Sanders, MD (as the Guarantors) have entered into that certain Investment Agreement, dated as of December 7, 2023 (as amended, restated, supplemented or otherwise modified from time to time, the "Purchase Agreement"), providing for, among other things, the sale and assignment by Cancer Care to Purchaser of the Equity Interests and the sale and assignment by both Sellers of the Acquired Contracts identified on Schedule A to this Agreement, and the assumption by Purchaser of the Equity Interests, the Acquired Contracts, and the Assumed Liabilities;

WHEREAS, each Seller desires to sell, transfer, assign, convey and deliver to Purchaser all of such Seller's right, title, and interest in, to and under the Acquired Contracts, pursuant to the terms of, and in contemplation of the consummation of the transactions contemplated by, the Purchase Agreement; and

WHEREAS, the execution and delivery of this Agreement is required by Section 7.2(f) of the Purchase Agreement and a condition to the consummation of the transactions contemplated by the Purchase Agreement.

NOW, THEREFORE, in consideration of the foregoing and the mutual representations, warranties, covenants and agreements set forth herein, and intending to be legally bound hereby, each Seller and Purchaser hereby agrees as follows:

1. Definitions. Capitalized terms used but not defined herein shall have the respective meanings given to such terms in the Purchase Agreement.

2. Transfer of Acquired Contracts. Subject to the terms and conditions of the Purchase Agreement, effective as of the Closing, each Seller does hereby sell, transfer, assign, convey and deliver to Purchaser, and Purchaser does hereby purchase, acquire and accept from such Seller, all of such Seller's direct or indirect right, title and interest in, to and under all of the Acquired Contracts, free and clear of all Encumbrances (other than Permitted Encumbrances).

3. Assignment and Assumption. Subject to the terms and conditions of the Purchase Agreement, effective as of the Closing, each Seller does hereby sell, transfer, assign, convey and deliver to Purchaser, and Purchaser does hereby take assignment of, all of such Seller's direct or indirect right, title and interest in, to and under the Acquired Contracts as of the Closing, free and clear of all Encumbrances (other than Permitted Encumbrances). Subject to the terms and conditions of the Purchase Agreement, effective as of the Closing, Purchaser does hereby assume and agree to pay, satisfy, discharge and perform any and all of the Assumed Liabilities.

4. Excluded Liabilities. Notwithstanding anything to the contrary in this Agreement or in the Purchase Agreement, Purchaser shall not assume or otherwise be liable in respect of any Liability other than the Assumed Liabilities.

5. Terms of the Purchase Agreement. This Agreement is executed and delivered pursuant to the Purchase Agreement. In the event of a conflict between the terms and conditions of this Agreement and the terms and conditions of the Purchase Agreement, the terms and conditions of the Purchase Agreement shall govern, supersede and prevail in all respects to the extent of such conflict. Notwithstanding anything to the contrary in this Agreement, nothing herein is intended to, nor shall this Agreement be construed to, amend, affect, enlarge, diminish, supersede, modify, replace, rescind, waive or otherwise impair any of the representations, warranties, covenants, indemnities, terms or provisions of the Purchase Agreement or any of the rights, remedies or obligations of Sellers or Purchaser provided for therein or arising therefrom in any way, all of which shall remain in full force and effect in accordance with their terms.

6. Jurisdiction and Exclusive Venue. Each of the Parties irrevocably agrees that any Action of any kind whatsoever, including a counterclaim, cross-claim, or defense, regardless of the legal theory under which any Liability or obligation may be sought to be imposed, whether sounding in contract or in tort or under statute, or whether at law or in equity, or otherwise under any legal or equitable theory, that may be based upon, arising out of, or related to this Agreement or the negotiation, execution, or performance of this Agreement or the transactions contemplated hereby and any questions concerning the construction, interpretation, validity and enforceability of this Agreement (each, an "Agreement Dispute") brought by any other Party or its successors or assigns will be brought and determined only in (a) the Bankruptcy Court and any federal court to which an appeal from the Bankruptcy Court may be validly taken or (b) if the Bankruptcy Court is unwilling or unable to hear such Action, in the Court of Chancery of the State of Delaware (or if such court lacks jurisdiction, any other state or federal court sitting in the State of Delaware) (the "Chosen Courts"), and each of the Parties hereby irrevocably submits to the exclusive jurisdiction of the Chosen Courts for itself and with respect to its property, generally and unconditionally, with regard to any Agreement Dispute. Each of the parties hereto agrees not to commence any Agreement Dispute except in the Chosen Courts, other than Actions in any court of competent jurisdiction to enforce any Order, decree or award rendered by any Chosen Courts, and no Party will file a motion to dismiss any Agreement Dispute filed in a Chosen Court on any jurisdictional or venue-related grounds, including the doctrine of *forum non-conveniens*. The Parties irrevocably agree that venue would be proper in any of the Chosen Court, and hereby irrevocably waive any objection that any such court is an improper or inconvenient forum for the resolution of any Agreement Dispute. Each of the Parties further irrevocably and unconditionally consents to service of process in the manner provided for notices in Section 9.3 of the Purchase Agreement. Nothing in this Agreement will affect the right of any Party hereto to serve process in any other manner permitted by Law.

7. Governing Law. Except to the extent the mandatory provisions of the Bankruptcy Code apply, this Agreement and any Agreement Dispute will be governed by and construed in accordance with the internal Laws of the State of Delaware applicable to agreements executed and performed entirely within such State without regards to conflicts of law principles of the State of Delaware or any other jurisdiction that would cause the Laws of any jurisdiction other than the State of Delaware to apply.

8. Waiver of Jury Trial. EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY AGREEMENT DISPUTE IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES AND THEREFORE HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY AGREEMENT DISPUTE. EACH OF THE PARTIES AGREES AND CONSENTS THAT ANY SUCH AGREEMENT DISPUTE WILL BE DECIDED BY COURT TRIAL WITHOUT A JURY AND THAT THE PARTIES MAY FILE AN ORIGINAL COUNTERPART OF A COPY OF THIS AGREEMENT WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF THE PARTIES TO THE IRREVOCABLE WAIVER OF THEIR RIGHT TO TRIAL BY JURY. EACH PARTY (I) CERTIFIES THAT NO ADVISOR OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF ANY AGREEMENT DISPUTE, SEEK TO ENFORCE THE FOREGOING WAIVER AND (II) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.

9. Binding Effect. This Agreement shall be binding upon Purchaser and, subject to the terms of the Bidding Procedures Order (with respect to the matters covered thereby) and the entry and terms of the Confirmation Order, Sellers, and shall inure to the benefit of and be so binding on the Parties and their respective successors and permitted assigns, including any trustee or estate representative appointed in the Bankruptcy Cases or any successor Chapter 11 cases.

10. Further Assurances. In addition to the actions specifically provided for in the Purchase Agreement, from time to time, as and when requested by any Party and at such requesting Party's expense, any other Party will execute and deliver, or cause to be executed and delivered, all such documents and instruments and will take, or cause to be taken, all such further or other actions as such requesting Party may reasonably deem necessary or desirable to evidence and effectuate the transactions contemplated by this Agreement.

11. Amendment; Waiver. Any provision of this Agreement may be (a) amended only in a writing signed by each Party or (b) waived only in a writing executed by the Party against which enforcement of such waiver is sought. No waiver of any provision hereunder or any breach or default thereof will extend to or affect in any way any other provision or prior or subsequent breach or default.

12. Severability. Whenever possible, each provision of this Agreement will be interpreted in such manner as to be effective and valid under applicable Law, but if any provision of this Agreement is held to be prohibited by or invalid under applicable Law in any jurisdiction, such provision will be ineffective only to the extent of such prohibition or invalidity in such jurisdiction, without invalidating the remainder of such provision or the remaining provisions of this Agreement or in any other jurisdiction.

13. Counterparts. This Agreement and any other agreements referred to herein or therein, and any amendments hereto or thereto, may be executed in multiple counterparts, any one of which need not contain the signature of more than one party hereto or thereto, but all such counterparts taken together will constitute one and the same instrument. Any counterpart, to the extent signed and delivered by means of a .PDF or other electronic transmission, will be treated in

all manner and respects as an original Contract and will be considered to have the same binding legal effects as if it were the original signed version thereof delivered in person. Minor variations in the form of the signature page to this Agreement or any agreement or instrument contemplated hereby, including footers from earlier versions of this Agreement or any such other document, will be disregarded in determining the effectiveness of such signature. At the request of any party or pursuant to any such Contract, each other party hereto or thereto will re-execute original forms thereof and deliver them to all other parties. No party hereto or to any such Contract will raise the use of a .PDF or other electronic transmission to deliver a signature or the fact that any signature or Contract was transmitted or communicated through the use of PDF or other electronic transmission as a defense to the formation of a Contract and each such party forever waives any such defense.

[*The remainder of this page is intentionally left blank.*]

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

SELLERS:

US CANCER CARE, INC.

By: _____
Name: _____
Title: _____

GENESISCARE USA, INC.

By: _____
Name: _____
Title: _____

PURCHASER:

MRKS, INC.

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

Schedule A

Acquired Contracts

1. Management Services Agreement, dated as of September 1, 2019, by and between GenesisCare USA Salinas Valley Memorial Radiation Therapy Management Company, LLC, a California limited liability company (f/k/a 21st Century -- Salinas Valley Memorial Radiation Therapy Management Company, LLC), and U.S. Cancer Care, Inc., a Delaware corporation [MSA #34].

2. Lease Agreement, dated as of February 1, 2001, by and between CROMG Partners, a California general partnership ("Original Lessor"), and Coastal Radiation Oncology Medical Group, Inc., a California corporation ("Original Lessee"), as amended by that certain First Amendment to Lease Agreement, dated as of January 31, 2016, by and between CROMG LLC, a California limited liability company (as the successor-in-interest of Original Lessor, "Current Lessor"), and 21st Century Oncology of California, a California medical corporation (as the successor-in-interest of Original Lessee, "First Amendment Lessee") and that certain Second Amendment to Lease Agreement, dated as of January 2022, by and between Current Lessor and GenesisCare USA, Inc., a Florida corporation (as the successor-in-interest of First Amendment Lessee).

3. Operating Agreement, dated as of September 1, 2019, for 21st Century – Salinas Valley Memorial Radiation Therapy Management Company, LLC (n/k/a GenesisCare USA Salinas Valley Memorial Radiation Therapy Management, LLC), by and between U.S. Cancer Care, Inc. and Salinas Valley Memorial Healthcare System.

EXECUTION VERSION
CONFIDENTIAL

FIRST AMENDMENT TO INVESTMENT AGREEMENT

This First Amendment to Investment Agreement dated as of March 11, 2024 (this "Amendment"), is made by and among (a) MRKS, Inc., a California corporation ("Purchaser"), (b) Maureen Raynaud, MD and Kevin Sanders, MD ("Guarantors"), (c) U.S. Cancer Care, Inc., a Delaware corporation (as in existence on the date hereof, as a debtor-in-possession and a reorganized debtor, as applicable, "Seller"), and (d) GenesisCare USA Holdings, Inc., a Delaware corporation (as in existence on the date hereof, as a debtor-in-possession, a reorganized debtor, and Seller's representative, as applicable, "Topco"). Capitalized terms used but not defined herein shall have the respective meanings ascribed to such terms in the Investment Agreement (as defined below).

RECITALS:

WHEREAS, the Parties are parties to that certain Investment Agreement dated as of December 7, 2023 (the "Investment Agreement");

WHEREAS, the Parties desire to amend the Investment Agreement pursuant to Section 9.5 thereof.

NOW THEREFORE, in consideration of the foregoing and the respective representations, warranties, covenants and agreements set forth in this Amendment and the Investment Agreement, as applicable, the Parties hereby agree as follows:

AGREEMENT:

1. The Index of Exhibits to the Table of Contents of the Investment Agreement is hereby amended to add "Exhibit D – Form of Employee Leasing Agreement".

2. The Investment Agreement is hereby amended to add Section 1.1(c) which shall read as follows:

> "On or prior to the Closing Date, the Purchaser shall enter into the Employee Leasing Agreement attached hereto as Exhibit D (the "Employee Leasing Agreement") for a period not to exceed sixty (60) days following the Closing. At least ten (10) Business Days prior to the last day of the term of the Employee Leasing Agreement (the "Transfer Date"), the Purchaser or one of its Affiliates shall make offers of employment to each of the employees set forth on Schedule A of the Employee Leasing Agreement (and each such employee who accepts such offer and actually commences employment by the Purchaser or one of its Affiliates shall be referred to herein as a "Transferred Business Employee"). The Purchaser shall assume all accrued and unpaid Liabilities related to each Transferred Business Employee in respect of vacation, sick leave, and other paid time off arising prior to, on, or following the Transfer Date. For the avoidance of doubt, the Purchaser shall be responsible for any and all Liabilities of Seller or any of

its Affiliates in respect of the Transferred Business Employees, accruing or arising at or prior to the Transfer Date."

3. The Purchase Price, as defined by Section 1.2(a) of the Investment Agreement, is hereby amended to mean $2,400,000.

4. Section 9.11 of the Investment Agreement is hereby amended and restated in its entirety to read as follows:

"Complete Agreement. This Agreement, including any exhibits and Schedules attached hereto, together with the Confidentiality Agreement and any other agreements expressly referred to herein or therein, contains the entire agreement of the Parties regarding the Acquisition and the transactions contemplated by this Agreement and supersedes all prior agreements among the Parties regarding the Acquisition and the transactions contemplated by this Agreement. In the event of any conflict between this Agreement, on the one hand, and the Plan or any other documents delivered in connection hereby or thereby (other than the TSA and the Employee Leasing Agreement), on the other hand, the terms of this Agreement shall control. In the event of a conflict between the terms of this Agreement, on the one hand, and the TSA, on the other hand, the terms of the TSA shall control only to the extent of such conflict; provided, however, notwithstanding anything in the TSA to the contrary, in the event of any conflict between the TSA, on the one hand, and the Employee Leasing Agreement, on the other hand, the terms of the Employee Leasing Agreement shall control only to the extent of such conflict. In the event of a conflict between the terms of this Agreement, on the one hand, and the Employee Leasing Agreement, on the other hand, the terms of the Employee Leasing Agreement shall control only to the extent of such conflict. In the event an ambiguity or question of intent or interpretation arises with respect to this Agreement, the terms and provisions of the execution version of this Agreement will control and prior drafts of this Agreement and the documents referenced herein will not be considered or analyzed for any purpose (including in support of parol evidence proffered by any Person in connection with this Agreement), will be deemed not to provide any evidence as to the meaning of the provisions hereof or the intent of the Parties with respect hereto and will be deemed joint work product of the Parties."

5. Except as expressly modified by this Amendment, all other terms of the Investment Agreement shall remain unchanged and in full force and effect.

6. The provisions of Section 9.3. (Notices), Section 9.5. (Amendment and Waiver), Section 9.9. (Construction), Section 9.12. (Specific Performance), Section 9.14. (Governing Law; Waiver of Jury Trial), Section 9.16. (Counterparts and PDF), Section 9.19. (Fiduciary Obligations), Section 9.21. (Waiver of Conflicts Regarding Representation; Nonassertion of Attorney-Client privilege), and Section 10.3. (Rules of Interpretation) shall apply *mutatis mutandis* to this Amendment.

[Remainder of Page Intentionally Left Blank. Signature Pages Follow.]

IN WITNESS WHEREOF, this First Amendment to Investment Agreement has been duly executed as of the date set forth above.

PURCHASER:

MRKS, INC.

By: Kevin Sanders, President
Name:
Title:

GUARANTORS:

By:
Name: Maureen Raynaud, MD

By:
Name: Kevin Sanders, MD

SELLER:

U.S. CANCER CARE, INC.

By: 
Name: Shaden Marzouk, MD
Title: Authorized Signatory

TOPCO:

GENESISCARE USA HOLDINGS, INC.

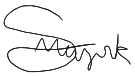
By: 
Name: Shaden Marzouk, MD
Title: Authorized Signatory

Exhibit 2

Investment Agreement Amendment

EXECUTION VERSION
CONFIDENTIAL

FIRST AMENDMENT TO INVESTMENT AGREEMENT

This First Amendment to Investment Agreement dated as of March 11, 2024 (this "Amendment"), is made by and among (a) MRKS, Inc., a California corporation ("Purchaser"), (b) Maureen Raynaud, MD and Kevin Sanders, MD ("Guarantors"), (c) U.S. Cancer Care, Inc., a Delaware corporation (as in existence on the date hereof, as a debtor-in-possession and a reorganized debtor, as applicable, "Seller"), and (d) GenesisCare USA Holdings, Inc., a Delaware corporation (as in existence on the date hereof, as a debtor-in-possession, a reorganized debtor, and Seller's representative, as applicable, "Topco"). Capitalized terms used but not defined herein shall have the respective meanings ascribed to such terms in the Investment Agreement (as defined below).

RECITALS:

WHEREAS, the Parties are parties to that certain Investment Agreement dated as of December 7, 2023 (the "Investment Agreement");

WHEREAS, the Parties desire to amend the Investment Agreement pursuant to Section 9.5 thereof.

NOW THEREFORE, in consideration of the foregoing and the respective representations, warranties, covenants and agreements set forth in this Amendment and the Investment Agreement, as applicable, the Parties hereby agree as follows:

AGREEMENT:

1. The Index of Exhibits to the Table of Contents of the Investment Agreement is hereby amended to add "Exhibit D – Form of Employee Leasing Agreement".

2. The Investment Agreement is hereby amended to add Section 1.1(c) which shall read as follows:

> "On or prior to the Closing Date, the Purchaser shall enter into the Employee Leasing Agreement attached hereto as Exhibit D (the "Employee Leasing Agreement") for a period not to exceed sixty (60) days following the Closing. At least ten (10) Business Days prior to the last day of the term of the Employee Leasing Agreement (the "Transfer Date"), the Purchaser or one of its Affiliates shall make offers of employment to each of the employees set forth on Schedule A of the Employee Leasing Agreement (and each such employee who accepts such offer and actually commences employment by the Purchaser or one of its Affiliates shall be referred to herein as a "Transferred Business Employee"). The Purchaser shall assume all accrued and unpaid Liabilities related to each Transferred Business Employee in respect of vacation, sick leave, and other paid time off arising prior to, on, or following the Transfer Date. For the avoidance of doubt, the Purchaser shall be responsible for any and all Liabilities of Seller or any of

its Affiliates in respect of the Transferred Business Employees, accruing or arising at or prior to the Transfer Date."

3. The Purchase Price, as defined by Section 1.2(a) of the Investment Agreement, is hereby amended to mean $2,400,000.

4. Section 9.11 of the Investment Agreement is hereby amended and restated in its entirety to read as follows:

"Complete Agreement. This Agreement, including any exhibits and Schedules attached hereto, together with the Confidentiality Agreement and any other agreements expressly referred to herein or therein, contains the entire agreement of the Parties regarding the Acquisition and the transactions contemplated by this Agreement and supersedes all prior agreements among the Parties regarding the Acquisition and the transactions contemplated by this Agreement. In the event of any conflict between this Agreement, on the one hand, and the Plan or any other documents delivered in connection hereby or thereby (other than the TSA and the Employee Leasing Agreement), on the other hand, the terms of this Agreement shall control. In the event of a conflict between the terms of this Agreement, on the one hand, and the TSA, on the other hand, the terms of the TSA shall control only to the extent of such conflict; provided, however, notwithstanding anything in the TSA to the contrary, in the event of any conflict between the TSA, on the one hand, and the Employee Leasing Agreement, on the other hand, the terms of the Employee Leasing Agreement shall control only to the extent of such conflict. In the event of a conflict between the terms of this Agreement, on the one hand, and the Employee Leasing Agreement, on the other hand, the terms of the Employee Leasing Agreement shall control only to the extent of such conflict. In the event an ambiguity or question of intent or interpretation arises with respect to this Agreement, the terms and provisions of the execution version of this Agreement will control and prior drafts of this Agreement and the documents referenced herein will not be considered or analyzed for any purpose (including in support of parol evidence proffered by any Person in connection with this Agreement), will be deemed not to provide any evidence as to the meaning of the provisions hereof or the intent of the Parties with respect hereto and will be deemed joint work product of the Parties."

5. Except as expressly modified by this Amendment, all other terms of the Investment Agreement shall remain unchanged and in full force and effect.

6. The provisions of Section 9.3. (Notices), Section 9.5. (Amendment and Waiver), Section 9.9. (Construction), Section 9.12. (Specific Performance), Section 9.14. (Governing Law; Waiver of Jury Trial), Section 9.16. (Counterparts and PDF), Section 9.19. (Fiduciary Obligations), Section 9.21. (Waiver of Conflicts Regarding Representation; Nonassertion of Attorney-Client privilege), and Section 10.3. (Rules of Interpretation) shall apply *mutatis mutandis* to this Amendment.

[Remainder of Page Intentionally Left Blank. Signature Pages Follow.]

IN WITNESS WHEREOF, this First Amendment to Investment Agreement has been duly executed as of the date set forth above.

PURCHASER:

MRKS, INC.

By: Kevin sanders, President
Name:
Title:

GUARANTORS:

By:
Name: Maureen Raynaud, MD

By:
Name: Kevin Sanders, MD

SELLER:

U.S. CANCER CARE, INC.

By: 
Name: Shaden Marzouk, MD
Title: Authorized Signatory

TOPCO:

GENESISCARE USA HOLDINGS, INC.

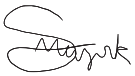
By: 
Name: Shaden Marzouk, MD
Title: Authorized Signatory

Exhibit 3

Transition Services Agreement

CONFIDENTIAL
Execution Version

TRANSITION SERVICES AGREEMENT

THIS TRANSITION SERVICES AGREEMENT (this "Agreement") is entered into as of March 11, 2024 (the "Effective Date"), by and between GenesisCare USA, Inc., a Florida corporation ("Provider"), MRKS, Inc., a California corporation ("Recipient"), and Maureen Raynaud, MD and Kevin Sanders, MD, individuals ("Guarantors") (Provider, Recipient, and Guarantors are individually each a "Party" and collectively, the "Parties"). Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to them in that certain Investment Agreement, dated as of December 7, 2023, by and among US Cancer Care, Inc. ("Seller"), Recipient, Guarantors, and the other parties thereto (the "Purchase Agreement").

RECITALS

WHEREAS, on June 1, 2023, Provider, together with certain of its Affiliates, filed voluntary cases under chapter 11 of title 11 of the United States Code, 11 U.S.C. §§ 101–1532 (the "Bankruptcy Code") in the United States Bankruptcy Court for the Southern District of Texas (the "Bankruptcy Court"), which cases are jointly administered for procedural purposes under Case No. 23-90614 (DRJ) (Bankr. S.D. Tex.) (the "Bankruptcy Cases");

WHEREAS, pursuant to the Purchase Agreement, Recipient acquired the Acquired Contracts and Equity Interests from Seller; and

WHEREAS, the Business is dependent on certain resources retained by Provider and its Affiliates, and in order to provide for an orderly transition of operation of the Business from Seller to Recipient, Provider shall provide to Recipient certain services for specified periods following the Effective Date, all in accordance with and subject to the terms and conditions set forth herein.

NOW, THEREFORE, for good and adequate consideration, the receipt and sufficiency of which is hereby acknowledged, and in consideration of the premises, mutual promises, representations, warranties, and covenants herein contained, and subject to and on the terms and conditions hereinafter set forth, the Parties, intending to be legally bound, agree as follows:

AGREEMENT

1. Services.

(a) Scope of Services. During the Term, Provider (whether itself or through one or more of its Affiliates, subcontractors, or third-party service providers) will perform for Recipient, upon the terms and subject to the conditions hereof, the services described in Schedule A hereto (the "Services"); provided, however, that notwithstanding anything in this Agreement to the contrary, Provider shall have no obligation to provide, or cause to be provided, any Service to the extent that such Service cannot be provided without an asset or resource that was divested or otherwise disposed of in connection with any of the Bankruptcy Cases (a "Bankruptcy Disposition"). Recipient acknowledges and agrees that Provider and certain of its Affiliates are debtors in the Bankruptcy Cases and that, as such, it and such Affiliates are subject to limitations on debtors under chapter 11 of the Bankruptcy Code and subject to any Orders of the Bankruptcy Court and its debtor-in-possession financing, and that, in addition, Provider may have further

limitations on its resources (including if the Fees due under this Agreement are not paid in a timely manner). Recipient agrees that the obligations and efforts herein of Provider and its Affiliates are qualified accordingly.

(b) Use of Services. Recipient will, and will cause its Affiliates to, adhere to all terms and conditions or policies as set forth in this Agreement (including in Schedule A). The Services will be provided solely to Recipient, and may be used solely by Recipient and its Subsidiaries, solely in connection with the operation of the Business and at those locations from which the Business was operated as of the Effective Date. None of Recipient's or any of its Subsidiaries' use of any Service will be substantially greater than the level of use required by the Business prior to the Effective Date since June 1, 2023.

(c) Standards of Services. Provider will use commercially reasonable efforts to provide, or cause to be provided, the Services in a workmanlike manner. Recipient acknowledges and agrees that Provider may make changes from time to time in the manner of performing the Services; provided that (i) Provider provides Recipient with reasonable advance written notice of such changes, and (ii) such changes do not materially adversely affect the nature of any Services.

(d) No Violation of Laws or Contracts. Notwithstanding anything to the contrary herein, in no event will any Service include any services, nor will Provider or any of its Affiliates be obligated to perform any Service, in each case, that (i) would be unlawful to perform, (ii) would cause Provider or one of its Affiliates to breach an applicable contract, or (iii) cannot be performed by Provider or its Affiliates absent the consent or similar approval of a third Person, and such consent or similar approval has not been obtained in writing by Recipient or Recipient has failed to comply with the terms and conditions of such consent or similar approval. Any cost associated with obtaining any consent or similar approval of a third Person, will be the responsibility of Recipient. To the extent that pursuant to the foregoing clauses of this Section 1(d), Provider or its Affiliates are unable to perform a particular Service, Provider may terminate such Service upon written notice to Recipient, and Recipient will bear all of the costs and expenses for Recipient or its Subsidiaries to obtain and receive such alternative means of such Service.

2. Fees and Reimbursements.

(a) Consideration. As consideration for the Services, Recipient shall pay to Provider or its designee, as applicable, on a monthly basis as set forth in Section 2(c), (i) the amounts specified in Schedule A with respect to each of the Services, which amounts reflect allocation of Provider's actual fixed monthly costs for each such Service (the "Fixed Fees"), plus (ii) with respect to the Services identified in Schedule A as "Therapists & Radiation Techs," all of Provider's internal labor costs to provide such Services, and with respect to the provision of each of the Services, any out-of-pocket expenses, costs, and fees that are not included in the Fixed Fees and are incurred during such month by Provider or any of its Affiliates in connection with the provision of the Services (such amount, the "Variable Fees", and collectively with the Fixed Fees, the "Fees"). For clarity, the Benefits Costs (as defined in Schedule A) are Variable Fees. In addition, Recipient shall bear the costs of any additional license fees, temporary right-to-use fees, royalties, or other amounts payable to any third Person that may be necessary for Recipient to receive the Services. Unless the Parties otherwise agree in writing, any amounts charged to Recipient will be billed and paid in U.S. Dollars.

(b) Taxes.

(i) Sales Tax or Other Transfer Taxes. Provider shall be entitled to charge Recipient for any Sales and Service Taxes (as defined below) that are required by Law to be charged on the Services. Unless otherwise specified thereon, the amounts set forth on Schedule A are exclusive of Sales and Service Taxes. Recipient shall bear any and all sales, use, excise, value added, goods and service, consumption, turnover, transaction and transfer taxes and any other similar Taxes imposed on, payable with respect to, sustained, incurred, levied or measured by (i) the cost, value or price of Services provided by Provider pursuant to this Agreement; (ii) Provider's cost in acquiring property or services used or consumed by Provider in providing Services pursuant to this Agreement; or (iii) any Fees payable by Recipient pursuant to this Agreement (collectively, the "Sales and Service Taxes"); provided, that each of Provider and Recipient shall be responsible for (w) any real or personal property Taxes on property owned or leased by such Party (or its Affiliates), (x) franchise, margin, privilege and similar Taxes on its business, (y) any employment Taxes imposed on it or with respect to its employees and (z) Taxes based on its income, gross receipts or capital. Within thirty (30) days of receipt of an invoice in accordance with Section 2(c) (subject to Section 2(e)) (or sooner, to the extent required by applicable Law), such Sales and Service Taxes will be payable by Recipient in addition to the amounts provided in Schedule A, in accordance with this Agreement or as otherwise mutually agreed in writing by the Parties and in accordance with applicable Law governing the relevant Sales and Service Taxes; provided, that unless otherwise required by applicable Law, Recipient shall pay an amount equal to such Sales and Service Taxes to the applicable governmental authority (including any taxing authority) and shall file all Tax Returns that are required to be filed in connection therewith; provided further, that to the extent Provider is required by applicable Law to remit such Sales and Service Taxes to the applicable governmental authority (including any taxing authority), Recipient shall timely pay an amount equal to such Sales and Service Taxes to Provider and Provider shall remit such Sales and Service Taxes to the applicable governmental authority (including any taxing authority) and shall file all Tax Returns that are required to be filed in connection therewith.

(ii) Withholding Tax or Other Similar Taxes. Payments for Services or other amounts under this Agreement shall be made free and clear of, and without deduction or withholding for, or on account of, any Taxes; provided, that if any withholding or deduction from any payment under this Agreement by Recipient in relation to any Service is required in respect of any Taxes pursuant to any applicable Law, Recipient will: (i) withhold or deduct such Tax from the amount payable to Provider, (ii) gross up the amount payable to Provider as necessary so that after making all such required withholding and deductions of any Taxes, Provider receives an amount equal to the amount of the Fees in respect of such Service, had no such withholding or deduction of Taxes been made, (iii) timely pay the withheld or deducted amount referred to in the foregoing clause (i) to the relevant governmental authority (including any taxing authority) and (iv) promptly forward to Provider a withholding Tax certificate evidencing such payment.

(iii) Cooperation. Each of Provider and Recipient shall (i) promptly notify the other Party of any deficiency claim or similar notice by a taxing authority with respect to Sales and Service Taxes or withholding taxes payable under this Agreement, (ii) provide

the other Party with such information as reasonably requested from time to time and (iii) reasonably cooperate with the Provider or Recipient, as applicable, in connection with (A) the reporting of any Sales and Service Taxes or withholding Taxes payable pursuant to this Agreement, (B) any audit relating to Sales and Service Taxes or withholding Taxes pursuant to this Agreement and (C) any assessment, refund, claim or proceeding relating to such Sales and Service Taxes or withholding Taxes.

(c) Billing and Payment. Except as otherwise set forth in Schedule A, Recipient shall pay Provider in full the Fixed Fees in advance on or before the first business day of the calendar month in which the Services will be performed; provided that the Fixed Fees for the first calendar month of this Agreement are due on the Effective Date. Provider shall invoice Recipient monthly in arrears for the Variable Fees, and Recipient shall pay Provider in full the Variable Fees within fifteen (15) days after the date of each such invoice. Recipient shall pay Provider by wire transfer in accordance with the instructions provided by Provider in writing to Recipient. Late payments shall bear interest *per annum* equal to ten percent (10%), to the extent permitted by applicable Laws or if not permitted to the maximum extent permitted by applicable Laws.

(d) No Right to Setoff. There shall be no right of setoff or counterclaim with respect to any claim, debt, or obligation, against payments to Provider under this Agreement or any other transaction document or other agreement among the Parties or their respective Affiliates.

(e) Payment Dispute. In the event that Recipient reasonably believes in good faith that an invoiced amount is incorrect, it shall notify Provider in writing (the "Dispute Notice") not later than ten (10) days prior to the due date for payment by Recipient. The Dispute Notice must set forth in reasonable detail the basis for the dispute. If Recipient does not deliver a Dispute Notice earlier than ten (10) days prior to the due date for payment, then such invoice shall be conclusively deemed to be correct in all respects, and, except in the case of fraud or intentional misrepresentation, Recipient shall thereafter have no right to dispute, contest or otherwise challenge such invoice in any forum or for any reason.

3. Term and Termination.

(a) Term. The term of this Agreement will commence on the Effective Date and, unless sooner terminated pursuant to Section 3(b) or Section 3(c), continue until the earlier of (i) the date that is three (3) months after the Effective Date and (ii) the date on which all of the Services have been terminated or expired (the "Term"). For clarity, with respect to each of the Services, the term of each Service will commence on the Effective Date and, subject to Section 5(a), shall expire and terminate upon the date specified for such Service in Schedule A unless sooner terminated as set forth in this Agreement (the last date in each such term is referred to herein as the "Termination Date" for each of such Services). Recipient will use commercially reasonable efforts to end Recipient's need to use each Service as soon as commercially practicable following the Effective Date, but in no event later than the applicable Termination Date.

(b) Termination by Recipient. Recipient will have no obligation to continue to use any of the Services and, except as otherwise specified in Schedule A, may terminate all of the Services in any "Category of Services" (as set forth in Schedule A), in whole, but not in part (e.g., Recipient may terminate all of the Services included in the Revenue Cycle Management Category of Services,

but cannot terminate only Services Nos. 1, 3, and 7 within the Revenue Cycle Management Category of Services), by giving Provider not less than thirty (30) days' prior written notice of its desire to terminate the Services in such Category of Service; provided, however, that the termination will be effective as of the beginning of the following calendar month (after the expiration of such thirty (30)-day notice period). As soon as reasonably practicable following receipt of any such notice, Provider will advise Recipient in writing as to whether the termination of such Category of Service will require the termination of, or otherwise affect the performance of, any other Services. Upon receipt of such advice from Provider, Recipient may withdraw or confirm its termination notice within five (5) business days following the receipt of such advice from Provider. No termination notice will be deemed final unless Recipient provides Provider with written notice confirming such termination notice. Upon such termination, Recipient's obligation to pay for such terminated Services beyond the effective termination date will terminate; provided, however, that Recipient will reimburse Provider for all costs incurred by Provider and its Affiliates resulting from Recipient's early termination of such Services, including those owed to third parties.

(c) Termination by Provider. Provider may terminate this Agreement in its entirety immediately upon written notice if Recipient materially breaches or is in material default of (i) any payment obligation or other material obligation hereunder or (ii) Section 11 and, in each case, such breach or default has not been cured within ten (10) days after Recipient's receipt from Provider of written notice of such a breach or default. Provider may also terminate any Service (A) if such Service can no longer be provided as a result of a Bankruptcy Disposition, or (B) in accordance with Section 1(d).

(d) Effect of Termination. Each Party acknowledges and agrees that the termination of a Service or this Agreement for any reason shall not release a Party from any Liability or obligation with respect to those Services that have not been terminated (including the continuing duty to provide those Services or portions thereof that have not been terminated), or other obligation that already has accrued as of the effective date of such termination, as applicable, and shall not constitute a waiver or release of, or otherwise be deemed to adversely affect, any rights, remedies, or claims which a Party may have hereunder at Law, in equity or otherwise or which may arise out of or in connection with such termination. In the event of the termination of this Agreement or any Service for any reason, all applicable rights and obligations of the Parties will immediately cease and terminate, and no Party will have any further obligation to the other Party with respect to this Agreement (or such Service), except (i) for payment of Fees accrued but unpaid as of the date of such termination for Services performed prior to such termination, and (ii) Recipient shall reimburse Provider for costs incurred that are associated with any terminated Services and that would not have been incurred but for the early termination of such Services.

(e) Survival. Section 2, Section 3(d), Section 3(e), Section 5(c), Section 6, Section 7, Section 8, Section 9, Section 10, Section 11, and Section 14 shall survive any termination or expiration of this Agreement.

4. Right to Designate and Change Personnel. Provider has the right to designate which personnel will be assigned to perform the Services, including, for the avoidance of doubt, the right to use subcontractors and third-party providers to perform any of the Services as assigned to such subcontractor or third-party provider by Provider in its sole discretion. Provider has the right to

remove and replace any such personnel or designate a subcontractor or third-party provider at any time. Provider has no obligation to retain any individual employee, subcontractor, or third-party provider for the sole purpose of performing any Services.

5. Software; Information Security.

(a) Third-Party Software. Recipient agrees to comply with the terms of any license or other agreement of Provider or any of its Affiliates relating to software or services that are used in connection with the performance of any Services. Recipient acknowledges that certain Services are dependent on specific underlying third-party software and any such Services are limited to the scope and time limits imposed in any license or temporary right-to-use granted by the licensor or service provider of that software, and as such, notwithstanding the Termination Date of any such Service, the provision of each such Service will not be extended, and Provider will have no obligation to provide any such Service, beyond the scope or time limits permitted by the licensor or service provider. For clarity, and without limiting this Section 5(a), the Services do not include any software or services described on Schedule B hereto (each, an "Excluded Service").

(b) Party's Software. Any software, development tools, know-how, methodologies, processes, technologies, or algorithms owned by Provider or any of its Affiliates and which may during the Term be operated or used by Provider or any of its Affiliates in connection with the performance of the Services hereunder will remain Provider's or its Affiliate's, as applicable, property and none of Recipient or any of its Affiliates will have any rights or interests therein. Any software, development tools, know-how, methodologies, processes, technologies, or algorithms owned by Recipient and which may during the Term be operated or used by Provider or any of its Affiliates in connection with the performance of the Services hereunder will remain Recipient's property and neither Provider nor any of its Affiliates will have any rights or interests therein.

(c) Provider Data. Recipient acknowledges and agrees, on behalf of itself and its Affiliates, that Provider or its applicable Affiliates shall own all right, title, and interest in and to all data or information that is (i) related to the business of Provider or its Affiliates and is collected, processed, generated, calculated, derived, or stored by, or transmitted to, Recipient, any of its Affiliates or any third parties in connection with the Services, or (ii) otherwise used in, or related to, the business of Provider or its Affiliates ("Provider Data"). Upon termination or expiration of this Agreement with respect to all Provider Data, or upon receipt of a written request by Provider at any time with respect to particular Provider Data, Recipient shall, and shall cause its Affiliates to, return to Provider all such Provider Data (and copies thereof) that is in Recipient's or its Affiliates' possession or control in the form and manner requested by Provider at no cost to Provider or any of its Affiliates. Recipient shall, and shall cause its applicable Affiliates to, access and use the Provider Data only in connection with the receipt of the Services under this Agreement. Recipient shall not, and shall cause its applicable Affiliates not to, use (other than in the receipt of Services), sell, assign, disseminate, license, or otherwise dispose of, market, transfer, give access to, or disclose any of the Provider Data to any Person, and Recipient shall not, and shall cause its Affiliates not to, commercially exploit any part of the Provider Data.

(d) Information Security.

(i) If, in the course of providing the Services, Provider grants any of Recipient's or its Affiliates' personnel access to Provider's (or Provider's Affiliates') equipment, software, systems, databases, communications networks, or facilities ("Provider Systems"), Recipient shall, and shall cause its applicable Affiliates to: (i) comply with Provider's security policies, procedures, and requirements relating to Provider Systems that have been provided in writing to Recipient in advance, as reasonably updated by Provider from time to time and provided by Provider to Recipient (which (A) will be the same as those in place for Provider or its Affiliates with respect to the same or substantially similar services provided to Provider or its Affiliates or (B) are reasonable and unique to the provision of the Services (provided that no identical or substantially similar services are provided by Provider to itself or its Affiliates) and are consistent with past practice of Provider or its Affiliates) ("Provider Policies") and (ii) maintain commercially reasonable security measures to protect the Provider Systems from access by unauthorized third parties. In addition, Recipient shall not (and shall ensure its applicable Affiliates and such personnel do not): (w) tamper with, compromise, or circumvent any security or audit measures employed by Provider or its Affiliates; (x) disable, damage, disrupt, or impair the normal operation of, any of the Provider Systems; (y) erase or overwrite any of Provider's or its Affiliates' data or information on storage media that is a part of the Provider Systems, except with the prior written approval of Provider; or (z) establish any type of external network connectivity with or into any Provider System, including WAN or Internet connectivity, without the prior written consent of Provider.

(ii) Recipient shall (and shall ensure its applicable Affiliates and its and their respective personnel) access and use only that portion of Provider Systems for which Recipient has been granted the right to access and use. Recipient shall, and shall cause its Affiliates to, limit the access of such personnel to Provider Systems solely to those personnel who are specifically authorized by Provider to have such access.

(iii) If Provider determines that any (i) Recipient or its Affiliate personnel has sought to tamper with, compromise, or circumvent, or has tampered with, compromised, or circumvented, any security or audit measures employed by Provider or its Affiliates, or otherwise violated any Provider Policy, (ii) unauthorized Recipient or its Affiliate personnel has accessed any Provider System, (iii) Recipient or its Affiliate personnel has engaged in any activity that may reasonably be expected to lead to the unauthorized access, use, destruction, alteration, or loss of any data, information, or software, or (iv) Recipient or its Affiliate personnel has otherwise breached this Section 5(d), then Provider may immediately terminate such personnel's access to the Provider Systems. Recipient will, and will cause its applicable Affiliates to, cooperate with Provider in investigating any of the foregoing clauses (i) through (iv). Recipient acknowledges and agrees, on behalf of itself and its applicable Affiliates, that neither it, they nor its or their respective personnel have any expectation of privacy when accessing or using any of the Provider Systems.

(iv) Recipient shall, and shall cause its applicable Affiliates to, (i) prevent all security breaches through its connections to the Provider Systems, (ii) implement stringent security procedures, (iii) act immediately to address any non-approved methods of connection, security breach, or exposure to hacking attempts, and (iv) prevent the

introduction of viruses, Trojan horses, disabling code, malware, or similar hostile items into the Provider Systems. Recipient agrees that, in the event a virus or similar item is found to have been so introduced by Recipient, Recipient shall, and shall cause its applicable Affiliates to, assist Provider (at Recipient's sole cost and expense) in eliminating such items, mitigating their effects, and restoring the affected Provider Systems to their prior state, in each case as directed by Provider. Recipient shall notify Provider (by phone and email) within one (1) hour of discovery of any breach or suspected breach of the Provider Systems, regardless of whether or not the breach is believed to be relevant to Provider at that time.

(v) Provider may in its reasonable discretion suspend the provision of Services (or any part thereof) for reasons of preventative or emergency maintenance with respect to the Provider Systems or other information technology or computer systems used or relied on by Provider or its Affiliates. To the extent practicable, Provider shall use its reasonable efforts to inform Recipient five (5) business days in advance of any such suspension for scheduled preventative maintenance.

6. Intellectual Property. Provider or its Affiliates (as applicable) shall be, and shall remain, the sole and exclusive owner of (i) all of its independently acquired and pre-existing Intellectual Property and (ii) all Intellectual Property created by Provider or its Affiliates (as applicable) in connection with the performance of the Services.

7. Mutual Representations and Warranties. Each Party hereby represents and warrants to the other that: (a) the execution, delivery and performance of this Agreement has been duly and validly authorized; and (b) this Agreement constitutes the valid and binding obligations of each Party, enforceable against each Party in accordance with its terms (subject to bankruptcy, moratorium, and similar Laws and subject to the application of specific performance and other equitable principles).

8. Disclaimer. EXCEPT AS OTHERWISE SET FORTH IN THIS AGREEMENT, THE SERVICES ARE PROVIDED "AS-IS" AND NEITHER PARTY MAKES ANY REPRESENTATIONS OR WARRANTIES WITH RESPECT TO THIS AGREEMENT. EACH PARTY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, EXCEPT TO THE EXTENT THAT ANY WARRANTIES IMPLIED BY LAW CANNOT BE VALIDLY WAIVED.

9. Indemnification.

(a) Indemnification by Recipient. Recipient shall indemnify Provider and its Affiliates and their respective directors, officers, managers, equityholders, and employees (collectively, the "Provider Indemnified Parties") against, and shall defend and hold the Provider Indemnified Parties harmless from, any and all Damages arising out of or in connection with: (i) Recipient's breach of this Agreement, or (ii) the gross negligence, willful misconduct, or fraud of Recipient, its Affiliates, and/or its and/or their respective directors, officers, managers, equityholders, and/or employees.

(b) Damages. For purpose of this Agreement, "Damages" means any claims, injuries, losses, damages, Liabilities (including any Liabilities for Taxes), settlements, judgments, awards, penalties, fines, costs, or expenses (including reasonable legal, expert and consultant fees and expenses), but excluding (other than with respect to any of the foregoing paid to a third Person by an indemnified party) any special, incidental, indirect, exemplary, punitive, or consequential damages (including lost profits, loss of revenue, or lost sales).

10. Limitations on Liability.

(a) NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT OR ANY OTHER AGREEMENT TO THE CONTRARY, OTHER THAN IN THE EVENT OF ANY WILLFUL MISCONDUCT OR FRAUD, IN NO EVENT WILL EITHER PARTY OR ANY OF ITS AFFILIATES BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE, OR CONSEQUENTIAL DAMAGES (INCLUDING LOST PROFITS, LOSS OF REVENUE, OR LOST SALES) IN CONNECTION WITH ANY CLAIMS, LOSSES, DAMAGES, INJURIES, OR LIABILITIES PURSUANT TO THIS AGREEMENT REGARDLESS OF WHETHER SUCH PARTY WAS ADVISED OF THE POSSIBILITY OF SUCH CLAIMS, LOSSES, DAMAGES, INJURIES, OR LIABILITIES. FOR THE AVOIDANCE OF DOUBT, LIABILITIES FOR RECIPIENT'S INDEMNIFICATION OBLIGATIONS UNDER SECTION 9 RELATING TO A THIRD-PARTY CLAIM SHALL NOT BE DEEMED TO BE ANY SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE, OR CONSEQUENTIAL DAMAGES.

(b) EXCEPT IN THE EVENT OF ANY WILLFUL MISCONDUCT OR FRAUD ON THE PART OF PROVIDER, THE AGGREGATE DAMAGES FOR WHICH PROVIDER MAY BE LIABLE IN CONNECTION WITH OR AS A RESULT OF THIS AGREEMENT OR THE SERVICES SHALL NOT EXCEED AN AMOUNT EQUAL TO THE AGGREGATE AMOUNT PAID TO PROVIDER UNDER THIS AGREEMENT.

(c) THE LIMITATIONS ON LIABILITY IN THIS SECTION 10 WILL APPLY TO ANY CLAIMS, LOSSES, DAMAGES, INJURIES, OR LIABILITIES, HOWEVER CAUSED AND REGARDLESS OF THE THEORY OF LIABILITY, WHETHER DERIVED FROM CONTRACT, TORT (INCLUDING NEGLIGENCE), OR ANY OTHER LEGAL THEORY, EVEN IF EITHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH CLAIMS, LOSSES, DAMAGES, INJURIES, OR LIABILITIES, AND REGARDLESS OF WHETHER THE LIMITED REMEDIES UNDER THIS AGREEMENT FAIL OF THEIR ESSENTIAL PURPOSE.

(d) Re-performance. In the event of any breach of this Agreement by Provider with respect to the provision of any Service (with respect to which Provider can reasonably be expected to re-perform in a commercially reasonable manner), Provider shall use commercially reasonable efforts to correct in all material respects such breach or re-perform in all material respects such Services at the request of the Recipient. The remedy set forth in this Section 10(d) shall be the sole and exclusive remedy of the Recipient and its Affiliates for any such breach of this Agreement. Any request for re-performance in accordance with this Section 10(d) by the Recipient must be in writing and specify in reasonable detail the particular breach, and such request must be made no more than fifteen (15) days after the date such breach becomes apparent or should have reasonably become apparent to the Recipient.

11. Confidentiality.

(a) Duty of Confidentiality. Each Party (a "Receiving Party") will protect the Confidential Information (as defined in Section 11(c)) of the other Party (the "Disclosing Party") using the same degree of care it would use with respect to its own confidential and proprietary information or, if greater, a reasonable degree of care, including to protect the confidentiality, integrity, and security of the Disclosing Party's Confidential Information from unauthorized use, access, intrusion, breach, loss, damage, alteration, processing, modification, disclosure, and other misuse and in accordance with applicable data protection or privacy Laws and the Receiving Party's privacy policies and procedures. Except as otherwise provided in this Agreement, the Receiving Party will, and will cause its Representatives to, keep confidential and not disclose to any Person, without the Disclosing Party's prior written consent, all Confidential Information (including any portion thereof); provided, however, that the Receiving Party shall have the right, without the prior written consent of the Disclosing Party, to disclose Confidential Information to any of its Representatives who need to know the Confidential Information for the purpose of assisting the Receiving Party in performing its obligations under this Agreement, are informed by the Receiving Party of the confidential nature of the Confidential Information, and are bound by similar confidentiality and non-use provisions as in this Agreement. "Representatives" shall mean (i) an Affiliate of a Party or third Persons that perform the Services hereunder; (ii) any director, officer, or employee of a Party or of any such Party's Affiliates; or (iii) any attorney, accountant, business, financial, technical or other advisor, or consultant retained by a Party.

(b) Required Disclosure. In the event that the Receiving Party or any of its Representatives is requested or required to disclose any Confidential Information pursuant to any applicable Law or pursuant to the applicable terms of a deposition, interrogatory, request for documents, subpoena, Order, civil investigative demand or similar judicial process (including the Bankruptcy Cases) or otherwise or any securities exchange rule, the Receiving Party shall promptly notify the Disclosing Party in writing (to the extent permitted by Law and practicable without prejudicing any of the Receiving Party's or its Representative's legal rights, privileges, or obligations or unless prohibited by Law or regulation) and shall reasonably cooperate with the Disclosing Party in taking legally available steps to seek a protective order or other appropriate remedy. In the event that such protective order or other appropriate remedy is not obtained, the Receiving Party or its Representatives, as applicable, may disclose only that portion of the Confidential Information that is legally required to be disclosed and shall reasonably cooperate with Disclosing Party in its efforts to ensure that confidential treatment will be accorded to Confidential Information disclosed in such manner.

(c) Confidential Information. The following shall be considered "Confidential Information" of a Party under this Agreement: all proprietary and confidential information, provided or received in connection with the provision of the Services hereunder, concerning the business, business relationships (including prospective customers and business partners) or financial affairs of such Party or any of its Affiliates, whether or not in writing and whether or not labeled or identified as confidential or proprietary, including inventions, trade secrets, technical information, know-how, product and pricing information and plans, research and development activities, marketing plans and activities, customer, supplier and prospect information, employee and financial information, and information disclosed by third parties of a proprietary or confidential nature or under an obligation of confidence, including, (i) with respect to Recipient,

all data and other information (including personally identifiable information) (A) to the extent relating to Recipient or its business and processed or generated by Provider or its Affiliates or any third Persons in connection with the performance of the Services, or (B) disclosed by or made accessible by Recipient in connection with this Agreement, and (ii) with respect to Provider, all data and other information (including personally identifiable information) disclosed by or made accessible by Provider or any of its Affiliates in connection with this Agreement. Notwithstanding the foregoing, Confidential Information does not include, and there shall be no obligation under this Section 11, with respect to information that (w) is or becomes generally available to the public other than as a result of disclosure by the Receiving Party or its Representatives in violation of this Agreement, including matters that become a matter of public record as a result of the Bankruptcy Cases and the filings related thereto, (x) is or becomes available to the Receiving Party on a non-confidential basis from a source other than the Disclosing Party or its Representatives, which source, to the Receiving Party's knowledge, is not bound by any contractual or other obligation of confidentiality to the Disclosing Party with respect thereto, (y) is developed by the Receiving Party or its Representatives independently of the Confidential Information disclosed to it under this Agreement, or (z) was in the Receiving Party's possession prior to its receipt from or on behalf of the Disclosing Party and received from a source other than the Disclosing Party or its Representatives, which source, to the Receiving Party's knowledge, is not bound by any contractual or other obligation of confidentiality to the Disclosing Party with respect thereto. The terms and conditions of this Agreement shall constitute the Confidential Information of each Party.

12. Patient Records and HIPAA Compliance. In providing the Services hereunder the Parties understand and agree that Provider may act as a Business Associate of Recipient for purposes of the Health Insurance Portability and Accountability Act of 1996, as amended by the Health Information Technology for Economic and Clinical Health Act which was part of the American Recovery and Reinvestment Act of 2009, as amended, and their respective implementing regulations ("HIPAA"). As such, the Parties shall enter into and comply with the Business Associate Agreement attached hereto as Schedule C ("Business Associate Agreement") and incorporated herein by reference. In the event of a conflict between the terms of this Agreement and the Business Associate Agreement, the Business Associate Agreement shall control. Notwithstanding anything in this Agreement to the contrary, the preparation, maintenance, administration, and otherwise handling of patient records (as applicable) shall comply with all applicable Laws including HIPAA and similar state laws, and all such patient records shall be located so that they are readily accessible as and to the extent necessary for patient care, consistent with ordinary records management practices and applicable Law.

13. Privacy Compliance.

(a) Requirements. Each Party must: (i) comply with the Privacy Laws; (ii) not use or disclose Personal Information provided by, or collected on behalf of, the other Party for any purpose other than: (A) to the extent necessary to comply with their obligations or exercise their rights under this Agreement; (B) with the express prior written approval of the other Party; or (C) to the extent required by Law; (iii) promptly notify the other Party upon becoming aware of any errors or missing or misleading details in any Personal Information that has been provided by, or collected on behalf of, the other Party; and (iv) comply with the other Party's reasonable directions in relation to requests for access or correction of Personal Information which that Party holds on behalf of the other Party, and must provide all reasonably requested assistance to resolve any

complaints with respect to such Personal Information. The obligations and restrictions in this Section 13 apply notwithstanding any permitted handling of Confidential Information.

(b) Breach. Each Party (Reporting Party) must immediately notify the other Party if the Reporting Party becomes aware of an actual, suspected or likely data breach or security incident in connection with any Personal Information which relates to, or is made available under or in connection with, this Agreement. Recipient must comply with Provider's directions in relation to the investigation and remediation of such data breach or security incident, including any notification to affected persons or regulators required under Privacy Laws. To the extent permitted by Privacy Law, if Recipient is the Reporting Party, it must not notify the Office of the Australian Information Commissioner or affected persons of any actual, suspected or likely breach or security incident without first notifying Provider to the substance and form of such notification. Each Party must immediately notify the other Party if it becomes aware of any breach or alleged breach of its obligations under this Section 12, and comply with any reasonable direction from the other Party with respect to remedying that breach.

(c) Consents. Recipient must obtain all consents and approvals required under the Privacy Laws for Provider to hold, receive, collect, use and disclose the Personal Information in connection with this Agreement.

(d) For the purposes of this Section 13:

"Personal Information" has the meaning given to it (or similar terms, such as "personal data" or "personally identifiable information") in the applicable Privacy Law.

"Privacy Laws" means the Australian Privacy Act 1988 (Cth) and any other applicable Law (where the Services are being provided or received) or code of conduct, guidelines, Orders or directions made by any authorized body under any Law relating to privacy, data protection, surveillance, direct marketing, data security, or the handling of Personal Information.

14. Miscellaneous.

(a) Relationship of the Parties. Provider and its applicable Affiliates shall remain at all times an independent contractor of Recipient in the performance of all Services hereunder. In all matters relating to this Agreement, each Party will be solely responsible for the acts of its employees and agents, and employees or agents of one Party will not be considered employees or agents of the other Party (and with respect to the Services identified in Schedule A as "Therapists & Radiation Techs," any employees or locum tenens engaged by Provider or its Affiliates to provide such Services will not be deemed to be employees of Recipient or any of its Affiliates). Except as otherwise provided herein, neither Party will have any right, power, or authority to create any obligation, express or implied, on behalf of the other Party nor will either Party act or represent or hold itself out as having authority to act as an agent or partner of the other Party, or in any way bind or commit the other Party to any obligations. Nothing in this Agreement is intended to create or constitute a joint venture, partnership, agency, trust, or other association of any kind between the Parties or Persons referred to herein.

(b) Binding Effect; Assignment. This Agreement shall be binding upon Recipient and Provider, and shall inure to the benefit of and be so binding on the Parties and their respective

successors and permitted assigns, including any trustee or estate representative appointed in the Bankruptcy Cases or any successor chapter 11 cases; provided that neither this Agreement nor any of the rights or obligations hereunder may be assigned or delegated by Recipient without the prior written consent of Provider, and any attempted assignment or delegation without such prior written consent shall be null and void.

(c) Compliance with Laws. Each Party will (and will cause its Affiliates and use commercially reasonable efforts to cause any other third Persons involved in the performance or receipt of any Services to) comply with all applicable Laws governing the Services to be provided hereunder. Neither Party will take any action in a material violation of such applicable Law that could result in Liability being imposed on the other Party.

(d) Force Majeure. Neither Party nor any of their respective Affiliates shall be liable to the other Party (and shall not be deemed in breach of this Agreement) for any interruption of service, any delays, or any failure to perform under this Agreement solely to the extent caused by matters or events occurring that are beyond the reasonable control of such Party or its Affiliates, including, (i) changes to applicable Law; (ii) fires, floods, acts of God, extremes of weather, earthquakes, tornadoes, or similar occurrences; (iii) riot, insurrection, or other hostilities; (iv) embargo, or fuel or energy shortage; or (v) quarantine measures, epidemics or pandemics (including COVID-19 or the effects of any COVID-19 Measures or Recipient's or Provider's compliance therewith) (each, a "Force Majeure Event"). Each Party shall use its good faith efforts to promptly notify the other upon learning of the occurrence of a Force Majeure Event and (A) the affected Party shall use its commercially reasonable efforts to mitigate and eliminate the Force Majeure Event as promptly as practicable in order to resume performance and (B) the unaffected Party shall have no obligation hereunder with respect to the obligations the affected Party is unable to perform due to the Force Majeure Event. Upon the cessation of the Force Majeure Event, the Parties will promptly resume performance of their obligations under this Agreement.

(e) Notices. Except as otherwise expressly provided herein, all notices, demands and other communications to be given or delivered under or by reason of the provisions of this Agreement will be in writing and will be deemed to have been given (a) when personally delivered, (b) when transmitted by electronic mail (provided that the sender receives confirmation of such delivery), if before 5:00 pm Eastern Standard Time on a Business Day and otherwise, on the next Business Day, (c) the day following the day on which the same has been delivered prepaid to a reputable national overnight air courier service or (d) the third Business Day following the day on which the same is sent by certified or registered mail, postage prepaid, in each case, to the respective Party at the number, electronic mail address or street address, as applicable, set forth below, or at such other number, electronic mail address or street address as such Party may specify by written notice to the other Party.

Notices to Recipient and Guarantors:

MRKS, Inc.
1115 Los Palos Dr.
Salinas, CA 93901
Attention: Maureen Raynaud, MD
Kevin Sanders, MD

E-mail: maureenraynaud@icloud.com
ksanders@soundcancercare.com

Notices to Provider:

GenesisCare USA Inc.
1419 SE 8th Terrace, Suite 200
Cape Coral, Florida 33990
Attention: Shaden Marzouk
Jack Seal
E-mail: Shaden.marzouk@usa.genesiscare.com
Jack.seal@usa.genesiscare.com
Legalnotices@usa.genesiscare.com

Notices to Provider's Representative:

GenesisCare USA Holdings, Inc.
1419 SE 8th Terrace, Suite 200
Cape Coral, Florida 33990
Attention: Shaden Marzouk
Jack Seal
E-mail: Shaden.marzouk@usa.genesiscare.com
Jack.seal@usa.genesiscare.com
Legalnotices@usa.genesiscare.com

with copies to (which shall not constitute notice):

Kirkland & Ellis LLP
200 Clarendon Street
Boston, MA 02116
Attention: Shayla K. Harlev
Steven N. Serajeddini, P.C.
Steve Toth
Larissa Cespedes-Yaffar
Neil K. Vohra
Jaimie Fedell
E-mail: Shayla.harlev@kirkland.com
Steven.serajeddini@kirkland.com
Steve.toth@kirkland.com
Larissa.cespedesyaffar@kirkland.com
Neil.vohra@kirkland.com
Jaimie.fedell@kirkland.com

(f) Amendment and Waiver. Any provision of this Agreement or the schedules or exhibits hereto may be (a) amended only in a writing signed by Recipient and Provider or (b) waived only in a writing executed by the Party against which enforcement of such waiver is

sought. No waiver of any provision hereunder or any breach or default thereof will extend to or affect in any way any other provision or prior or subsequent breach or default.

(g) Third Party Beneficiaries. Except as otherwise expressly provided herein, nothing expressed or referred to in this Agreement will be construed to give any Person, other than the Parties hereto and their permitted successors and assigns, any legal or equitable right, remedy, or claim under or with respect to this Agreement or any provision of this Agreement.

(h) Severability. Whenever possible, each provision of this Agreement will be interpreted in such manner as to be effective and valid under applicable Law, but if any provision of this Agreement is held to be prohibited by or invalid under applicable Law in any jurisdiction, such provision will be ineffective only to the extent of such prohibition or invalidity in such jurisdiction, without invalidating the remainder of such provision or the remaining provisions of this Agreement or in any other jurisdiction.

(i) Construction. The language used in this Agreement will be deemed to be the language chosen by the Parties to express their mutual intent, and no rule of strict construction will be applied against any Person. The headings of the sections and paragraphs of this Agreement have been inserted for convenience of reference only and will in no way restrict or otherwise modify any of the terms or provisions hereof.

(j) Complete Agreement. This Agreement, the schedules and exhibits attached hereto, together with any other agreements expressly referred to herein or therein, contains the entire agreement of the Parties respecting the Services and the transactions contemplated by this Agreement and supersedes all prior agreements among the Parties respecting the Services and the transactions contemplated by this Agreement. In the event of any conflict between this Agreement, on the one hand, and any other documents delivered in connection hereby or thereby (including the Purchase Agreement), on the other hand, the terms of this Agreement shall control solely to the extent of such conflict. In the event an ambiguity or question of intent or interpretation arises with respect to this Agreement, the terms and provisions of the execution version of this Agreement will control and prior drafts of this Agreement and the documents referenced herein will not be considered or analyzed for any purpose (including in support of parol evidence proffered by any Person in connection with this Agreement), will be deemed not to provide any evidence as to the meaning of the provisions hereof or the intent of the Parties with respect hereto and will be deemed joint work product of the Parties.

(k) Jurisdiction and Exclusive Venue. Each of the Parties irrevocably agrees that any Action of any kind whatsoever, including a counterclaim, cross-claim, or defense, regardless of the legal theory under which any Liability or obligation may be sought to be imposed, whether sounding in contract or in tort or under statute, or whether at law or in equity, or otherwise under any legal or equitable theory, that may be based upon, arising out of, or related to this Agreement or the negotiation, execution, or performance of this Agreement or the transactions contemplated hereby and any questions concerning the construction, interpretation, validity and enforceability of this Agreement (each, an "Agreement Dispute") brought by any other Party or its successors or assigns will be brought and determined only in (a) the Bankruptcy Court and any federal court to which an appeal from the Bankruptcy Court may be validly taken or (b) if the Bankruptcy Court is unwilling or unable to hear such Action, in the Court of Chancery of the State of Delaware (or

if such court lacks jurisdiction, any other state or federal court sitting in the State of Delaware) (the "Chosen Courts"), and each of the Parties hereby irrevocably submits to the exclusive jurisdiction of the Chosen Courts for itself and with respect to its property, generally and unconditionally, with regard to any Agreement Dispute. Each of the Parties agrees not to commence any Agreement Dispute except in the Chosen Courts, other than Actions in any court of competent jurisdiction to enforce any Order, decree or award rendered by any Chosen Courts, and no Party will file a motion to dismiss any Agreement Dispute filed in a Chosen Court on any jurisdictional or venue-related grounds, including the doctrine of *forum non-conveniens*. The Parties irrevocably agree that venue would be proper in any of the Chosen Court, and hereby irrevocably waive any objection that any such court is an improper or inconvenient forum for the resolution of any Agreement Dispute. Each of the Parties further irrevocably and unconditionally consents to service of process in the manner provided for notices in Section 13(e). Nothing in this Agreement will affect the right of any Party to serve process in any other manner permitted by Law.

(l) Governing Law; Waiver of Jury Trial.

(i) Except to the extent the mandatory provisions of the Bankruptcy Code apply, this Agreement and any Agreement Dispute will be governed by and construed in accordance with the internal Laws of the State of Delaware applicable to agreements executed and performed entirely within such State without regards to conflicts of law principles of the State of Delaware or any other jurisdiction that would cause the Laws of any jurisdiction other than the State of Delaware to apply.

(ii) EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY AGREEMENT DISPUTE IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES AND THEREFORE HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY AGREEMENT DISPUTE. EACH OF THE PARTIES AGREES AND CONSENTS THAT ANY SUCH AGREEMENT DISPUTE WILL BE DECIDED BY COURT TRIAL WITHOUT A JURY AND THAT THE PARTIES MAY FILE AN ORIGINAL COUNTERPART OF A COPY OF THIS AGREEMENT WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF THE PARTIES TO THE IRREVOCABLE WAIVER OF THEIR RIGHT TO TRIAL BY JURY. EACH PARTY (I) CERTIFIES THAT NO ADVISOR OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF ANY AGREEMENT DISPUTE, SEEK TO ENFORCE THE FOREGOING WAIVER AND (II) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.

(m) Counterparts and PDF. This Agreement and any other agreements referred to herein or therein, and any amendments hereto or thereto, may be executed in multiple counterparts, any one of which need not contain the signature of more than one Party hereto or thereto, but all such counterparts taken together will constitute one and the same instrument. Any counterpart, to the extent signed and delivered by means of a .PDF or other electronic transmission, will be treated in

all manner and respects as an original Contract and will be considered to have the same binding legal effects as if it were the original signed version thereof delivered in person. Minor variations in the form of the signature page to this Agreement or any agreement or instrument contemplated hereby, including footers from earlier versions of this Agreement or any such other document, will be disregarded in determining the effectiveness of such signature. At the request of any Party or pursuant to any such Contract, each other party hereto or thereto will re-execute original forms thereof and deliver them to all other parties. No Party hereto or to any such Contract will raise the use of a .PDF or other electronic transmission to deliver a signature or the fact that any signature or Contract was transmitted or communicated through the use of PDF or other electronic transmission as a defense to the formation of a Contract and each such party forever waives any such defense.

(n) Fiduciary Obligations. Nothing in this Agreement, or any document related to the transactions contemplated hereby, will require any Provider or its respective directors, officers or members, in each case, in their capacity as such, to take any action, or to refrain from taking any action, to the extent inconsistent with their fiduciary obligations or applicable Law. Provider retains the right to pursue any transaction or restructuring strategy that, in Provider's business judgment, will maximize the value of the estate of Provider.

(o) Guaranty. Notwithstanding anything in this Agreement or the Purchase Agreement to the contrary, the obligations set forth in this Agreement with respect to Recipient are hereby deemed to be Guaranteed Obligations (if any) of Guarantors under the Purchase Agreement.

(Remainder of page intentionally left blank.)

IN WITNESS WHEREOF, the Parties have executed this Transition Services Agreement as of the date first set forth above.

"Recipient"

MRKS, Inc.

By: _____

Name: Maureen Raynaud, MD

Title: PURCHASER

By: _____ MD

Name: Kevin Sanders, MD

Title: Owner

"Provider"

GenesisCare USA, Inc.

By: _____

Name: Shaden Marzouk, MD

Title: Authorized Signatory

[Signature Page to Transition Services Agreement]

Schedule A

Services

#	Service	Maximum Duration
Category of Service: Revenue Cycle Management		
1	**Scheduling & Registration** Scheduling of new and existing patient appointments Register clients for services, including intake paperwork and initial enrollment	60 days
2	**Financial Clearance & Counseling** Verification and explanation of benefits, including expected out of pocket costs Administration and management of payment plans, centralized copay, and grants assistance	60 days
3	**Verification of Benefits** Verify client benefits before and during courses of treatment	60 days
4	**Prior Authorization** Coordination of prior authorizations for courses of treatment with insurance plans	60 days
5	**Customer Service** Management of inbound & outbound calls regarding statements, balances, billing, and other RCM questions	60 days
6	**POS Collections** Collections at point-of-sale including copays; administration and management of POS systems	60 days
7	**CDI & Health Information Mgmt.** Proper collection and storage of personal health information	60 days
8	**Coding & Charge Capture** Coding of services rendered and submission of charts for review	60 days
9	**Billing & Third-Party Follow-up** Preparation and submission of claims, subsequent collection of balances due Management of third-party collections and billing vendors	60 days

#	Service	Maximum Duration
10	**Payment Posting & AR Mgmt.** Posting of payments to client accounts upon receipt of remuneration Follow-up on outstanding AR balances	60 days
11	**Patient Collections & Denials Mgmt.** Collections of patient portion of outstanding AR balances Management of claim denials and follow-up to adjust claims for resubmission	60 days
12	**Systems Maintenance** Maintain Intergy system, charge master, PMS automations, Waystar, and other RCM systems Access to payor portals	60 days
13	**Cash Control** Reconciliation of patient posting to bank statements, check management Receipt of correspondences sent to physical GC locations (corporate, clinics, mailbox, etc.)	60 days
14	**Credit Balances & Refunds** Patient, Government, and Commercial payor refund management	60 days
Revenue Cycle Management Monthly Fixed Fees		**$8,124**
Category of Service: Information Technology		
15	**Clinical Systems & Patient Portals** Administration and maintenance of clinical systems including all EMRs, medical equipment software, and patient portals	60 days
16	**Non-Clinical Systems & Data** Administration and maintenance of non-clinical systems necessary to provide other Services including corporate enterprise tools and other licenses	60 days
17	**Clinical Performance Analytics** Maintenance of data and analytics platforms to assess clinical productivity and performance Maintenance of dashboards and datasets for reporting purposes	60 days
18	**Voice & Data Network** Maintenance of voice & data network, including active vendors	60 days
19	**Help Desk & Desktop Support** Help desk for corporate / clinical IT issues and solutions, including	60 days

#	Service	Maximum Duration
	hardware and software concerns L1 service desk and field technicians within clinics	
Information Technology Monthly Fixed Fees		**$10,716**
Category of Service: Clinical Operations		
20	**Clinical Operations** Management and oversight of clinical activities, including coordination of operations with clinic and corporate stakeholders	60 days
21	**Physics & Dosimetry** Leadership and management of the physics & dosimetry Support of labor and workforce management tools	60 days
22	**Therapists & Radiation Techs** Leadership and management, workforce planning & tools for therapists and radiation technicians, including locum workforce	60 days
23	**Medical Records Mgmt. & Transfer** Support of data pulls and subsequent transfer for storage in Recipient-supported medical record	60 days
Clinical Operations Monthly Fixed Fees		**$1,010**
Category of Service: Finance & Accounting		
24	**Payroll** Coordination and administration of regular payroll for corporate and clinic employees	60 days
25	**Accounts Payable** Analysis and management of outstanding accounts payable, pay balances due	60 days
26	**Accounts Receivable** Analysis of outstanding receipts and management of A/R	60 days
27	**Treasury** Cash management with banking institutions	60 days

#	Service	Maximum Duration
28	**General Accounting Services** Coordination of month end close process including GL updates and creation of financial statements	60 days
29	**Physician Compensation** Coordination of monthly accrual for physician compensation, monthly calculation of physician compensation and bonus	60 days
Category of Service: Finance & Accounting Monthly Fixed Fees		**$1,866**
Procurement, Facilities, & Real Estate		
30	**Vendor Transition Management** Coordination with vendors during transition and assistance with transition of contracts assumed by the Recipient	60 days
Procurement, Facilities, & Real Estate Monthly Fixed Fees		**$565**
Category of Service: Engineering		
31	**Medical Equip. & Engineering** Maintenance services for existing medical equipment (LINAC, PET/CT, etc.)	60 days
Engineering Monthly Fixed Fees		**$2,209**
Category of Service: People & Culture		
32	**Employee Benefits Administration** Administer the Provider health and welfare benefit plans and process employee departures and employee onboarding throughout contract term Continued participation of Recipient employees (and their eligible dependents) under the Provider health and welfare benefit plans, subject to approval by the relevant insurers (the "Provider Health and Welfare Plans")	up to 60 days[1]

[1] Note to Draft: The length of time this Service will be available with respect to employee benefits will be constrained by the time the seller continues to maintain group health and welfare plans.

#	Service	Maximum Duration
33	**Employee Information Management** Maintenance of employee records within Workday system and associated support services	60 days
34	**Employee & Labor Relations** Management of ongoing employee relations including departures, terminations, concerns, and transfers	60 days
People & Culture Monthly Fixed Fees		**$885**
Category of Service: Management, Payor Contracting, and Other		
35	**Patient Access Call Center** Management of existing patient call center to handle inbound calls and re-route to clinics	60 days
36	**Regional Management & Administration** Management and support of regional operations not purchased by Recipient during transition period	60 days
37	**Network & Referral Management** Management of referral sources and reporting, communications to referral and network partners	60 days
Management, Payor Contracting, and Other Monthly Fixed Fees		**$1,241**
Category of Service: TSA Management Office		
38	TSA Management Office Management and administration of requests related to this Agreement across departments and organizations throughout duration of the Term	60 days
TSA Management Office Monthly Fixed Fees		**$2,401**

Schedule B

Excluded Services

Contract Type	Third-Party Provider	Description
IT Hardware/Software - General	Lynkcare, Inc., dba OncoLens	Provides software-as-a-service solutions for cancer conferences and accreditation
IT Software: License & Support Agreement	IntrinsiQ Specialty Solutions, Inc	Provider of electronic health records, practice financial management solutions, and pharmaceutical analytics for independent physicians.
IT Software: License & Support Agreement	IntrinsiQ Specialty Solutions, Inc	Provider of electronic health records, practice financial management solutions, and pharmaceutical analytics for independent physicians.
IT Hardware/Software - Purchase Order	IntrinsiQ Specialty Solutions, Inc	Provider of electronic health records, practice financial management solutions, and pharmaceutical analytics for independent physicians.
IT Hardware/Software - General	Flagship Solutions, LLC	Cold storage for old EMR back-up
IT Software: License & Support Agreement	Salesforce.com, Inc	CRM platform
IT Services/Software: Membership/Subscription	Salesforce.com, Inc	CRM platform
IT Maintenance and Support & Service Agreement	Fortinet, Inc.	Required for the IT Network Monitoring
IT Software: License & Support Agreement	Flatiron Health, Inc.	EMR system for Urology (Onco EMR)
IT Services/Software: Membership/Subscription	Salesforce.com, Inc	CRM platform
Professional Services Agreement	Nuance Communications, Inc	Speech and imaging solutions; only used in Urology practices
IT Hardware/Software - General	Nuance Communications, Inc	Speech and imaging solutions; only used in Urology practices
IT Software: License & Support Agreement	Nuance Communications, Inc	Speech and imaging solutions; only used in Urology practices
IT Services/Software: Membership/Subscription	Tableau Software, Inc	Data visualization platform
IT Maintenance and Support & Service Agreement	XenTegra LLC	IT solutions advisor and reseller with a specialized focus on digital workspace technologies and cloud computing
IT Services/Software: Membership/Subscription	QliqSOFT, Inc.	Patient communication software; Text messaging to patient by provider
IT Maintenance and Support & Service Agreement	FairWarning Services, LLC	Patient Privacy Intelligence monitors record access logs and notifies you when impermissible access occurs
IT Maintenance and Support & Service Agreement	BlueNet Technologies, Inc.	IT staff augmentation

IT Hardware/Software - General	Vision RT Inc.	Part of LINAC - used only in Radiation Oncology
IT Software: License & Support Agreement	Callidus Software, Inc. (an SAP America, Inc. company)	Sales performance management
Coding/Billing & Collection/Auditing Agreement	Department of Veterans Affairs	Agreement to support services for Veterans Affairs
IT Maintenance and Support & Service Agreement	Summit National Accounts	Fire and Life Safety Services
Master Services Agreement	LAMB Technologies, Inc.	PACS vendor used in central region - LAMB Technologies is a company that provides healthcare and life sciences information technology, asset management, and digital imaging solutions
IT Software: License & Support Agreement	Radformation	For Radiation Oncology billing; radiation therapy workflow automation

Schedule C

BUSINESS ASSOCIATE AGREEMENT

THIS BUSINESS ASSOCIATE AGREEMENT (this "Agreement") is made and entered into as of this eleventh day, of March 2024 (the "Effective Date") by, MRKS, Inc., a California corporation ("Recipient"), and GenesisCare USA, Inc., a Florida corporation ("Provider"). Recipient and Provider may be referred to herein as a "Party" and collectively as the "Parties".

WHEREAS, Recipient and Provider are required to meet the requirements of the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191 (the "Act"), the privacy standards adopted by the U.S. Department of Health and Human Services ("HHS") as they may be amended from time to time, 45 C.F.R. parts 160 and 164, subparts A and E (the "Privacy Rule"), the security standards adopted by HHS as they may be amended from time to time, 45 C.F.R. parts 160, 162, and 164, subpart C (the "Security Rule"), and the privacy provisions (Subtitle D) of the Health Information Technology for Economic and Clinical Health Act, Division A, Title XIII of Pub. L. 111-5, and its implementing regulations (the "HITECH Act"), due to their status as a "Covered Entity" or a "Business Associate" under the Act. (The Act, the Privacy Rule, the Security Rule, and the HITECH Act are collectively referred to herein as "HIPAA" for the purposes of this Agreement);

WHEREAS, Recipient and Provider are parties to a certain underlying agreement which involves the provision of services for an orderly transition of operation of the Business from Provider and US Cancer Care, Inc. to Recipient (collectively the "Underlying Agreement");

WHEREAS, in order to provide the services as further described in the Underlying Agreement, Recipient may disclose to Provider certain Protected Health Information ("PHI"); and

WHEREAS, the Parties desire to enter into this Agreement to (i) protect the privacy, and provide for the security of PHI disclosed by Recipient to Provider and (ii) satisfy certain requirements imposed upon the Parties by HIPAA.

NOW, THEREFORE, in consideration of the mutual benefits of complying with Laws and regulations stated above, Recipient and Provider agree as follows:

Article I

DEFINITIONS

Definitions**.** Capitalized terms not specifically defined in this Agreement shall have the meanings attributed to them under HIPAA.

Article II

PRIVACY AND SECURITY OF PROTECTED HEALTH INFORMATION

Permitted Uses & Disclosures.

(a) Provider may use and disclose PHI on behalf of Recipient pursuant to the Underlying Agreement between Provider and Recipient or as Required by Law. Except for the specific uses or disclosures set forth in this Section 2.1, Provider may not use or disclose PHI in a manner that would violate the Privacy Rule if done by Recipient. To the extent required by the Minimum Necessary requirements of HIPAA, Provider shall only request, use and disclose the minimum amount of PHI necessary to accomplish the purpose of the request, use or disclosure.

(b) Unless otherwise limited herein and except where prohibited by Law, Provider may (1) use or disclose PHI for the proper management and administration of Provider; and (2) disclose PHI to fulfill any present or future legal responsibilities of Provider; provided that any disclosure described by Subsection (1) or (2) of this Section is Required by Law, or Provider obtains reasonable assurances from the person to whom the PHI is disclosed that it will be kept confidential and used or further disclosed only as Required by Law or for the purpose for which it was disclosed to the person, and the person agrees to notify Provider of any instances of which it becomes aware in which the confidentiality of the information has been breached.

(c) Provider may use PHI to provide Data Aggregation services as permitted by 45 C.F.R. § 164.504(e)(2)(i)(B).

(d) Provider may de-identify PHI in accordance with 45 C.F.R. § 164.514(b).

(e) Provider may disclose PHI to the extent required by the 21st Century Cures Act, Section 4004, as implemented by 45 C.F.R. part 171 ("Information Blocking Rules").

Prohibited Uses and Disclosures.

(a) Requests for Non-Disclosure. Provider shall use or disclose the PHI only: (i) in conjunction with the services it provides to Recipient (the "Services"); (ii) consistent with the manner in which Recipient is permitted to use and disclose by 45 C.F.R. 164.502 or 45 C.F.R. § 164.512; (iii) for Provider's proper management and administration; (iv) to fulfill any present or future legal responsibilities; (v) as otherwise permitted or required by this Agreement; or (vi) as otherwise permitted or Required by Law.

Safeguards for the Protection of PHI**.** Provider shall use appropriate safeguards and shall comply with the requirements of the Security Rule applicable to Provider including those set forth at 45 C.F.R. parts 164.308, 164.310, 164.312, and 164.316 to prevent the use or disclosure of PHI other than as permitted by this Agreement.

Mitigation**.** Provider agrees to mitigate, to the extent practicable, any harmful effect that is known to Provider resulting from a use or disclosure of PHI by Provider in violation of the requirements of this Agreement, the Underlying Agreement, or HIPAA.

Reporting to Recipient.

(a) Breach and Other Privacy Rule Violations. Provider shall report to Recipient any use or disclosure of PHI not permitted by this Agreement, the Underlying Agreement, or that is in violation of any provision of HIPAA, including any Breach of unsecured PHI as required by 45 C.F.R. 164.410, within forty-five (45) calendar days after the date on which

Provider learns or should have learned of such occurrence. In its report to Recipient, Provider will identify, to the extent known to Provider at the time of such reporting: (i) the nature of the non-permitted use or disclosure; (ii) the PHI used or disclosed; (iii) the party or parties who made the non-permitted use or received the non-permitted disclosure; (iv) what corrective action Provider took or will take to prevent further non-permitted uses or disclosures; (v) what Provider did or will do to mitigate any harmful effect of the non-permitted use or disclosure; and (vi) such other information as HHS may prescribe by regulation.

(b) Security Incidents. Provider shall report all Security Incidents to Recipient, in accordance with the following reporting procedures for (i) Security Incidents that result in unauthorized access, use, disclosure, modification or destruction of electronic PHI ("ePHI") or interference with system operations ("Successful Security Incidents"); and (ii) Security Incidents that do not result in unauthorized access, use, disclosure, modification or destruction of ePHI or interference with system operations ("Unsuccessful Security Incidents").

(i) Successful Security Incidents. Provider shall provide notice to Recipient of any Successful Security Incident of which it becomes aware within thirty (30) days.

(ii) Unsuccessful Security Incidents. The Parties acknowledge and agree that this section constitutes notice by Provider to Recipient of the ongoing existence and occurrence of attempted but Unsuccessful Security Incidents for which no additional notice to Recipient shall be required. Unsuccessful Security Incidents shall include, but not be limited to, pings and other broadcast attacks on Provider's firewall, port scans, unsuccessful log-on attempts, denials of service and any combination of the above, so long as no such incident results in unauthorized access, use or disclosure of PHI.

Use of Subcontractors. Provider may disclose PHI to a Subcontractor subject to the terms of this Agreement. Prior to the disclosure of PHI to any Subcontractor, Provider shall cause each such Subcontractor to agree in writing to the same restrictions, conditions and requirements that apply to the Provider with respect to such PHI. Furthermore, Provider shall disclose to its Subcontractors only the Minimum Necessary to perform such Services as are delegated to the Subcontractor by the Provider.

Authorized Access to PHI. At the request of Recipient, Provider shall make available to Recipient (or to the Individual at the direction of Recipient) any PHI in a Designated Record Set which Provider created or received for or from Recipient and that is in the custody or control of Provider as required by 45 C.F.R. § 164.524.

Amendment of PHI. Provider shall, at the request of Recipient, amend PHI in a Designated Record Set, in accordance with the instructions provided by Recipient or permit Recipient access to amend any portion of the PHI which Provider created or received from or on behalf of Recipient, as required by 45 C.F.R. §164.526.

Accounting of Disclosures of PHI. Provider shall make available to Recipient such information as is in Provider's possession and required for Recipient to make the accounting required by 45 C.F.R. §164.528.

Performance of Obligations of Recipient. To the extent Provider is to carry out an obligation of Recipient under the Privacy Rule, Provider shall comply with the requirements of the Privacy Rule that apply to Recipient in performance of such obligation.

Inspection of Books and Records**.** Provider shall make its internal practices, books, and records relating to the use and disclosure of PHI available to Recipient and to HHS for purposes of determining compliance with HIPAA.

Obligations of Recipient.

(a) Recipient shall notify Provider of any limitation(s) in the notice of its privacy practices under 45 C.F.R. § 164.520, to the extent that such limitation may affect Provider's use or disclosure of PHI.

(b) Recipient shall notify Provider of any changes in, or revocation of, the permission by an Individual to use or disclose PHI, to the extent that such changes may affect Provider's use or disclosure of PHI.

(c) Recipient shall notify Provider of any restriction on the use or disclosure of PHI that Recipient has agreed to or is required to abide by under 45 C.F.R. § 164.522, to the extent that such restriction may affect Provider's use or disclosure of PHI.

(d) Recipient shall not request Provider to use or disclose PHI in any manner that would not be permissible under the Privacy Rule if done by Recipient.

Article III

TERM AND TERMINATION

Term. The term of this Agreement shall commence as of the Effective Date of this Agreement and shall continue in effect until terminated in accordance with Section 3.2.

Termination. This Agreement shall terminate upon the earlier to occur of: (i) the termination of the Underlying Agreement; or (ii) receipt by either Party of the other Party's notice to terminate in the event a breach of a material term of this Agreement pursuant to Section 3.3.

Right to Terminate for Breach. Either Party (the "non-breaching party") has the right to terminate this Agreement if it determines, in its reasonable discretion that the other Party (the "breaching party") has breached any material term of this Agreement. Following the non-breaching party's determination that the breaching party has breached a material term of this Agreement, the non-breaching party shall provide the breaching party with written notice of its determination, and afford the breaching party at least thirty (30) days to cure such alleged breach. In the event that the breaching party fails to cure said breach to the reasonable satisfaction of the non-breaching party within such time frame as is designated by the non-breaching party, but in no event less than thirty (30) days, the non-breaching party may immediately terminate this Agreement.

Return or Destruction of PHI.

(a) Upon termination of the Agreement for any reason, Provider shall automatically return, at its cost, all PHI or any copies thereof received from Recipient that Provider or its agents or Subcontractors maintain in any form. Prior to the return of PHI to Recipient, Provider may submit to Recipient a written request for permission to destroy PHI, and such request may be approved or denied in the sole discretion of Recipient.

Continuing Privacy and Security Obligation**.** If return or destruction of the PHI is not feasible, as determined by Recipient, Provider shall extend the protections of this Agreement for as long as necessary to protect the PHI and to limit any further use or disclosure. Provider shall only use or disclose such PHI for those purposes that make return or destruction infeasible.

Injunctive Relief**.** In the event of a breach of any material term of this Agreement, Recipient has a right to seek injunctive relief to prevent future disclosure of PHI.

Article IV

MISCELLANEOUS

Applicability**.** This Agreement shall be applicable to PHI received by Provider from Recipient or created or received by Provider on behalf of Recipient.

Amendments. The Parties acknowledge that state and federal Laws relating to data security and privacy are rapidly evolving and that amendment of this Agreement may be required to provide for procedures to ensure compliance with such developments. The Parties specifically agree to take such action as is necessary to implement the standards and requirements of HIPAA and other applicable Laws relating to the security, confidentiality, or interoperability of PHI.

No Third Party Beneficiaries. Nothing express or implied in this Agreement is intended to confer, nor shall anything herein confer, upon any person other than Recipient, Provider and their respective successors or assigns, any rights, remedies, obligations or Liabilities whatsoever.

Conflicts. The terms and conditions of this Agreement will override and control any conflicting terms or conditions of any other agreements that may be in place between the Parties. All non-conflicting terms and conditions of this Agreement and any other agreement between the Parties remain in full force and effect.

Construction. This Agreement shall be construed as broadly as necessary to implement and comply with HIPAA and the Information Blocking Rules. Any ambiguity in this Agreement shall be resolved in favor of a meaning that complies with HIPAA.

Subpoenas. Provider shall provide written notice to Recipient of any subpoena or other legal process seeking PHI received from or created on behalf of Recipient, or otherwise relating to the provision of Services by Provider.

Notices. All notices, records, or reports required to be given to either Party under this Agreement will be in writing and sent by traceable carrier to each Party's address indicated

below, or such other address as a Party may indicate by at least ten (10) days' prior written notice to the other Party. Notices will be effective upon receipt.

RECIPIENT:

MRKS, Inc.
1115 Los Palos Dr.
Salinas, CA 93901
Attention: Maureen Raynaud, MD
Kevin Sanders, MD
E-mail: maureenraynaud@icloud.com
ksanders@soundcancercare.com

PROVIDER:

GenesisCare USA, Inc.
1419 SE 8th Terrace, Suite 200
Cape Coral, Florida 33990
Attention: Shaden Marzouk
Jack Seal
E-mail: Shaden.marzouk@usa.genesiscare.com
Jack.seal@usa.genesiscare.com
Legalnotices@usa.genesiscare.com

with copies to (which shall not constitute notice):

Kirkland & Ellis LLP
200 Clarendon Street
Boston, MA 02116
Attention: Shayla K. Harlev
Steven N. Serajeddini, P.C.
Steve Toth
Larissa Cespedes-Yaffar
Neil K. Vohra
Jaimie Fedell
E-mail: Shayla.harlev@kirkland.com
Steven.serajeddini@kirkland.com
Steve.toth@kirkland.com

Larissa.cespedesyaffar@kirkland.com
Neil.vohra@kirkland.com
Jaimie.fedell@kirkland.com

Counterparts. This Agreement may be executed in two (2) or more counterparts and each such counterpart executed shall for all purposes be deemed an original, and all counterparts together shall constitute but one and the same instrument. This shall be binding upon all signatories hereof who sign below.

Governing Law. Section 14(k) and Section 14(l) of the Underlying Agreement are hereby incorporated by reference, *mutatis mutandis*.

[Intentionally Left Blank - Signature Page Follows]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be signed by their duly authorized representatives as of the Effective Date.

COVERED ENTITY:

Name: MRKS, Inc.

By: _____

Print Name: Maureen Raynaud, MD

Title: PURCHASER

By: _____ MD

Print Name: Kevin Sanders, MD

Title: Owner

BUSINESS ASSOCIATE:

Name: GenesisCare USA, Inc.

By: _____

Print Name: Shaden Marzouk, MD

Title: Authorized Signatory

Exhibit 4

Employee Leasing Agreement

CONFIDENTIAL
Execution Version

EMPLOYEE LEASING AGREEMENT

THIS EMPLOYEE LEASING AGREEMENT (this "Agreement"), is made and entered into as of March 11, 2024 by and among GenesisCare USA Services, LLC, a Delaware limited liability company ("Provider"), GenesisCare USA, Inc., a Florida corporation ("TSA Provider"), MRKS, Inc., a California corporation ("Recipient"), and Maureen Raynaud, MD and Kevin Sanders, MD ("Guarantors"). Provider, TSA Provider, Recipient and Guarantors may each be referred to herein individually as a "Party" and together as the "Parties." Capitalized terms used but not defined shall have the meaning given to them in the Purchase Agreement (as defined below).

WHEREAS, (a) Recipient, (b) Guarantors, (c) U.S. Cancer Care, Inc., a Delaware corporation, and (d) GenesisCare USA Holdings, Inc., a Delaware corporation, are parties to that certain Investment Agreement, dated as of December 7, 2023 (as amended, the "Purchase Agreement");

WHEREAS, (a) TSA Provider, (b) Recipient and (c) Guarantors are parties to that certain Transition Services Agreement, dated as of the date hereof (the "Transition Services Agreement");

WHEREAS, on an interim basis, in order to effectively operate its business, Recipient requires the services and expertise of certain qualified personnel who are currently employees of Provider, and Provider is willing to lease the services of such employees to Recipient; and

WHEREAS, in order to provide Recipient with the benefit of such employees' services, Recipient and Provider desire for Provider to lease the services of such employees to Recipient in accordance with the terms hereof.

NOW, THEREFORE, in consideration of the foregoing promises and the mutual covenants, agreements, representations and warranties hereinafter set forth, and intending to be legally bound hereby, the Parties agree as follows:

1. **Leased Employees**. Subject to the terms and conditions of this Agreement, for the period beginning on the date hereof until the earlier of: (i) the sixtieth (60th) day after the date hereof or (ii) the date Recipient terminates both the People & Culture and Finance & Accounting Categories of Service provided by the TSA Provider under the Transition Services Agreement (the "Term"), Provider shall lease to Recipient the services of the employees set forth on Schedule A attached hereto (the "Leased Employees"). During the Term, the Leased Employees shall devote all of their full time and efforts as employees of Provider to performing services for Recipient. During the Term, except with the consent of Recipient, Provider shall not terminate the employment of any Leased Employee unless just cause exists for such termination. At the expiration of the Term, the TSA Provider shall also cease providing the People & Culture and Finance & Accounting Categories of Service provided by the TSA Provider under the Transition Services Agreement.

2. **Fees**. In consideration of Provider providing Recipient with the services of the Leased Employees, Recipient shall pay to Provider in accordance with Section 3 of this Agreement a sum equal to the Employee Costs incurred by Provider in employing each of the Leased Employees during the Term. For the avoidance of doubt, the Employee Costs set forth in this

Agreement shall not be duplicative of the Fixed Fees (as defined in the Transition Services Agreement). For the purposes of this Agreement, the term "Employee Costs" shall mean the following costs to the extent actually incurred by Provider during the Term:

(a) salary, wages, commissions, shift and pay premiums, overtime pay, and any other cash compensation paid to the Leased Employees (at the levels in effect as of the Closing Date, with any changes to be approved in advance in writing by the Recipient, except for any changes that are required by Law or by the terms of any employee benefit plan, policy, agreement or arrangement of Provider, provided such employee benefit plan, policy, agreement or arrangement has been disclosed to Recipient in advance), including any required (non-discretionary) bonuses and severance, and, unless reimbursed by Recipient to Provider under a separate arrangement, any reasonable, reimbursable and documented out of pocket business expenses paid by Provider to reimburse a Leased Employee in accordance with Provider's policy or practice as of the Closing Date;

(b) costs of (i) with respect to self-insured medical and pharmaceutical coverages, the premium equivalent rate calculated for the Provider's 2024 budget; (ii) any third-party insurance premiums with respect to any fully insured health and welfare plans with respect to Leased Employees (to the extent not paid by employees, consistent with prior practice) and (iii) the employer portion of any defined contribution retirement plan contribution made to similarly-situated employees of Provider (except that Recipient shall have no liability, obligation or responsibility to the providers, insurance carriers or other third parties administering any such employee benefit plans for any other costs, expenses or liabilities whatsoever);

(c) costs of non-welfare third-party insurance coverage (including, without limitation, workers compensation, disability, stop-loss, unemployment, general liability and other applicable insurance) directly attributable to the service of the Leased Employees;

(d) payroll provider costs; and

(e) the employer's share of federal, state and local employment Taxes directly attributable to the service of the Leased Employees.

3. **Invoice and Payment**.

(a) Invoice. Provider shall pay the Leased Employees in accordance with Provider's payroll practices in effect from time to time. Each date on which payroll is made to the respective Leased Employees is each respectively referred to herein as a "Payroll Date." Within ten (10) business days following each Payroll Date or other date on which any payment is required to be made by Provider that constitutes an Employee Cost, Provider shall submit an invoice of all Employee Costs incurred and known by Provider during the applicable payroll or other period to Recipient. To the extent an Employee Cost was not known by Provider within ten (10) business days following the Payroll Date for the payroll period in which such Employee Cost was incurred, the Provider shall submit to Recipient an invoice of such Employee Cost within a reasonable amount of time following the date on which such Employee Cost becomes known to Provider. Recipient shall deliver payment to Provider for all invoices within ten (10) business days of receipt of such invoices.

(b) Reconciliation. Within ninety (90) days following the end of the Term, Provider shall submit to Recipient a reconciliation statement with reasonable detail of the Employee Costs actually incurred by Provider during the Term and any differences between the respective payments made by Recipient under this Agreement and actual amounts due by Recipient with respect to Employee Costs for the Term. For the avoidance of doubt, Employee Costs shall not include stop loss reimbursements received by Provider. Appropriate payments shall be made within the thirty (30) days following delivery from Provider to Recipient of the previously described reconciliation statement, either by payment from Recipient to Provider or from Provider to Recipient, as the case may be, to reconcile any differences between the payments made under this Agreement and actual amounts due from Recipient to Provider under this Agreement. Each Party must promptly remit to the other Party any misdirected funds such other Party receives or collects, without interest or set-off.

(c) Administrative Costs. Any reasonable, documented and actual out-of-pocket costs incurred by Provider in connection with this Agreement of (i) fees and costs of the payroll facilitator or provider, (ii) workers compensation insurance and stop-loss insurance premiums and all costs of managing workers compensation and medical (including vision and dental) claims, in each case, in connection with the employment of the Leased Employees during the Term, (iii) costs and expenses arising from or corresponding to services provided by Provider in connection with Section 1 herein, and (iv) costs and expenses incurred, notwithstanding Provider's commercially reasonable efforts to avoid incurring such costs and expenses, as a result of any termination or expiration of the Term other than at the end of a calendar month, shall be treated as Employee Costs and shall be reimbursed by Recipient to the Provider within thirty (30) business days following submission to Recipient by Provider of evidence of payment.

4. **Employment of Leased Employees**

(a) Offers of Employment. At least ten (10) Business Days prior to the end of the Term (the "Transition Date"), the Recipient or one of its Affiliates shall make offers of employment to all Leased Employees who are then employed by the Provider in accordance with the requirements of Section 1.1(c) of the Purchase Agreement, as amended.

(b) Treatment of Rejection of Offers. In the event that a Leased Employee does not accept the Recipient's offer of employment prior to the Transition Date, the Provider will terminate such Leased Employee's employment and the Recipient shall be liable for severance or other post-termination payments or benefits that become payable as a result of a Leased Employee's failure to timely accept an offer of employment made in accordance with Section 4(a) hereof.

(c) Employment Status and Policies. As of the Transition Date, the Leased Employees who accepted the offers of employment made in accordance with Section 4(a) shall be employees of the Recipient for all purposes and shall be covered by the Recipient's employment, benefit and other policies.

(d) Communications. The parties will work together in advance and mutually agree upon a communications plan for communications with Leased Employees.

(e) Accrued Vacation, Sick Leave and Personal Time. Solely to the extent required by applicable Law, Provider shall pay each Leased Employee all accrued but unused vacation, sick leave, personal time and paid time-off for periods prior to the Transition Date as soon as administratively practicable following the Transition Date or as required by applicable Law. Recipient shall promptly (and, in any event, within ten (10) Business Days following the later of the Transition Date and the date of the applicable payment) reimburse Provider for any payments made by Provider to any Leased Employees in respect of earned but unused vacation, sick leave and personal time paid to such Leased Employees in accordance with this Section 4(e).

5. **Recipient as Employer**. During the Term, Recipient shall act as and be deemed the employer of the Leased Employees for all purposes not explicitly set forth in Section 6, including the following purposes:

(a) evaluating and disciplining the Leased Employees;

(b) determination of policies and procedures to be followed by the Leased Employees in providing services to Recipient, and policies and procedures to be utilized in evaluating and disciplining the Leased Employees;

(c) assignment to, and ownership of, all intellectual property rights including, but not limited to, inventions, whether patentable or not, and patents resulting therefrom;

(d) compliance with all Occupational Safety and Health Administration (OSHA) regulations;

(e) compliance with all Environmental Agency (EPA) regulations and any state and/or local equivalent; and

(f) with respect to Recipient's supervision and control over the Leased Employees, compliance with federal, state and local Laws pertaining to discrimination against persons on any basis, including, without limitation, the California Fair Employment & Housing Act, Title VII of the Civil Rights Act of 1964, as amended, the Age Discrimination in Employment Act, as amended, and the Americans with Disabilities Act, as amended.

6. **Provider as Employer**. During the Term, Provider shall act as and be deemed the employer of the Leased Employees for the following purposes:

(a) compliance with rules and regulations governing the reporting and payment of all federal and state taxes on payroll wages paid under this Agreement including, but not limited to: (i) federal income tax withholding provisions of the Internal Revenue Code; (ii) state and/or local income tax withholding provisions, if applicable; (iii) Federal Insurance Contributions Act (FICA); (iv) Federal Unemployment Tax Act (FUTA); and (v) applicable state unemployment provisions;

(b) paying or otherwise providing all wages, vacation leave, sick leave, paid time off, and benefits applicable to the Leased Employees;

(c) compliance with the Immigration Reform and Control Act;

(d) populating and maintaining all records required to be populated and maintained with respect to the Leased Employees under applicable Laws;

(e) compliance with the Consolidated Omnibus Budget Reconciliation Act (COBRA);

(f) compliance with the Patient Protection and Affordable Care Act;

(g) compliance with all federal, state, and local leave Laws;

(h) procuring and providing employee benefits; and

(i) all workers' compensation purposes, including (i) procuring workers' compensation insurance, (ii) completing and filing all required reports, and (iii) managing claims.

7. **Indemnification.**

(a) Recipient's Obligation to Indemnify. Recipient shall indemnify, defend and hold harmless Provider and its successors, assigns, directors, officers, employees and Affiliates from and against any and all Losses arising out of or caused by, directly or indirectly, any breach or failure of any obligation of Recipient hereunder.

(b) Provider's Obligation to Indemnify. Provider shall indemnify, defend and hold harmless Recipient and its successors, assigns, directors, officers, employees and Affiliates from and against any and all Losses arising out of or caused by, directly or indirectly, any breach or failure of any obligation of Provider hereunder.

8. **Miscellaneous**.

(a) Post-Termination. Following any termination of this Agreement, each Party shall cooperate in good faith with the other to transfer and/or retain all records, prepare and file Tax returns and take all other actions necessary to (i) provide each Party and their respective successors and assigns with sufficient information in the form reasonably requested by such Party, or their respective successors and assigns, as the case may be, to make alternative service arrangements and (ii) assist Recipient in responding to any claims, investigations or other requests from Governmental Authority and Leased Employees and satisfying any reporting requirements of Governmental Authority.

(b) Survival of Obligations. Except as may be expressly provided in this Agreement, termination of this Agreement or the expiration of the Term for any reason shall not relieve either Party of any obligation accruing or arising hereunder prior to such termination.

(c) Incorporated Purchase Agreement Provisions. Sections 9.13 and 9.14 of the Purchase Agreement are explicitly incorporated into this Agreement by this reference, *mutatis mutandis*.

(d) Work Product. Provider acknowledges and agrees that Recipient shall own all right, title, and interest in and to all Intellectual Property authored, conceived, developed, or reduced to practice by or on behalf of any Leased Employee (whether solely or jointly with others) with respect to Recipient during the Term (the "Work Product"). To the extent that any Work Product vests in Provider or any of its Affiliates, Provider (on behalf of itself and its Affiliates) hereby assigns to Recipient all of Provider's and its Affiliates' right, title, and interest in and to all Work Product (including all Intellectual Property with respect thereto), and hereby waives any and all moral rights that it may have in any Work Product (or any Intellectual Property with respect thereto). Provider shall (and shall cause its Affiliates to) cooperate with and assist Recipient in applying for and executing any applications or assignments reasonably necessary to obtain, maintain, enforce, or protect any Intellectual Property assigned to Recipient pursuant to this Section 8(d), and execute such other documents as necessary or desirable to evidence Recipient's ownership of the Work Product (and Intellectual Property with respect thereto).

[Signatures appear on the following page]

IN WITNESS WHEREOF, each of the parties has caused this Agreement to be executed and delivered on its behalf by its officers thereunto duly authorized, all at or on the date and year first above written.

PROVIDER:

GENESISCARE USA SERVICES, LLC

By:_____
Name: Shaden Marzouk, MD
Title: Authorized Signatory

TSA PROVIDER:

GENESISCARE USA, INC.

By:_____
Name: Shaden Marzouk, MD
Title: Authorized Signatory

RECIPIENT:

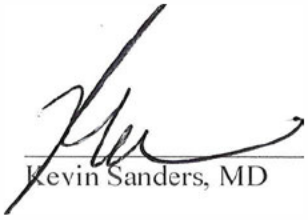
MRKS, INC.

By:_____
Name:
Title: Kevin Sanders, President

GUARANTORS:



Maureen Raynaud, MD



Kevin Sanders, MD

Schedule A

Leased Employees

[redacted]

[redacted][1]

[1] [redacted] will stay through 3/29/2024.

Exhibit 5

First TSA/ELA Agreement

FIRST AMENDMENT TO
TRANSITION SERVICES AGREEMENT
AND
EMPLOYEE LEASEBACK AGREEMENT

THIS FIRST AMENDMENT TO TRANSITION SERVICES AGREEMENT and EMPLOYEE LEASEBACK AGREEMENT (collectively, "First Amendment") is entered into as of May 2, 2024 (the "Effective Date"), by and between GenesisCare USA, Inc., a Florida corporation ("Provider"), MRKS, Inc., a California corporation ("Recipient"), and Maureen Raynaud, MD and Kevin Sanders, MD, individuals ("Guarantors") (Provider, Recipient, and Guarantors are individually each a "Party" and collectively, the "Parties").

RECITALS

WHEREAS, Provider, Recipient and Guarantors are parties to that certain Transition Services Agreement dated March 11, 2024 ("TSA") and that certain Employee Leaseback Agreement dated March 11, 2024 ("ELA") (collectively referred to as the "Agreements").

WHEREAS, the Parties desire to amend the Agreements in accordance with the terms and conditions set forth below. Capitalized terms used in this Amendment without definition have the respective meanings set forth in the Agreements.

NOW, THEREFORE, for good and adequate consideration, the receipt and sufficiency of which is hereby acknowledged, and in consideration of the premises, mutual promises, representations, warranties, and covenants herein contained, and subject to and on the terms and conditions hereinafter set forth, the Parties, intending to be legally bound, agree as follows:

1. The Maximum Duration of the Services set forth in Schedule A of the TSA will be extended and will now terminate on June 2, 2024.

2. The first sentence of Paragraph 1 of the ELA is hereby deleted and replaced with the following: "Subject to the terms and conditions of this Agreement, for the period beginning on the date hereof until June 2, 2024, (the

to Recipient the services of the employees set forth on Schedule A attached hereto (the "Leased Employees")."

3. Recipient will not be charged for line item 30 of Schedule A, "Procurement, Facilities, & Real Estate Monthly Fixed Fees ($565)" of the TSA on the remaining invoice, but will receive vendor support services from Provider so that new agreements are initiated between vendors and Recipient and all incoming invoices are paid by Recipient.

4. Restatement. The parties agree that all provisions of the Agreement shall remain in full force and control and effect except when contradicted by this First Amendment, in which case this Amendment shall control.

5. Counterparts. This First Amendment may be executed in any number of counterparts, including facsimile or an e-mail of a PDF file containing a copy of the signature page of the person executing this document, each of which shall be an original, but all of which together shall constitute one in the same instrument.

(Remainder of page intentionally left blank.)

IN WITNESS WHEREOF, the Parties have executed this First Amendment as of the date first set forth above.

"Recipient"	**"Provider"**
MRKS, Inc.	GenesisCare USA, Inc.
By:	By:
Name: Maureen Raynaud, MD	Name: Shaden Marzouk, MD
Title: Secretary	Title: Authorized Signatory

IN WITNESS WHEREOF, the Parties have executed this First Amendment as of the date first set forth above.

"Recipient"

MRKS, Inc.

By: _____

Name: Maureen Raynaud, MD

Title: Secretary

By: _____

Name: Kevin Sanders, MD

Title: President

"Provider"

GenesisCare USA, Inc.

DocuSigned by:

By: Shaden Marzouk
A2D8AD6C26D4464...

Name: Shaden Marzouk, MD

Title: Authorized Signatory

Exhibit 6

Second TSA/ELA Amendment

SECOND AMENDMENT TO

TRANSITION SERVICES AGREEMENT
EMPLOYEE LEASEBACK AGREEMENT

THIS SECOND AMENDMENT TO TRANSITION SERVICES AGREEMENT ("Second Amendment") is entered into as of May 16, 2024 (the "Effective Date"), by and between GenesisCare USA, Inc., a Florida corporation ("Provider"), MRKS Inc., a California corporation ("Recipient"), and Maureen Raynaud, MD and Kevin Sanders, MD, individuals ("Guarantors") (Provider, Recipient, and Guarantors are individually each a "Party" and collectively, the "Parties").

RECITALS

WHEREAS, Provider, Recipient and Guarantors are parties to that certain Transition Services Agreement dated March 11, 2024, as amended by that First Amendment to Transition Services Agreement and Employee Leaseback Agreement dated May 2, 2024 ("Agreement")

WHEREAS, the Parties desire to further amend the Agreement in accordance with the terms and conditions set forth below. Capitalized terms used in this Second Amendment without definition have the meaning set forth in the Agreement.

NOW, THEREFORE, for good and adequate consideration, the receipt and sufficiency of which is hereby acknowledged, and in consideration of the premises, mutual promises, representations, warranties, and covenants herein contained, and subject to and on the terms and conditions hereinafter set forth, the Parties, intending to be legally bound, agree as follows:

1. The Maximum Duration of the Services for the Category of Service: Information Technology set forth in Schedule A of the Agreement as Items 15-19 will be extended and will now terminate on June 30, 2024. The remaining Categories of Service will terminate on June 2, 2024.

2. Restatement. The parties agree that all provisions of the Agreement shall remain in full force and control and effect except when contradicted by this Second Amendment, in which case this Amendment shall

3. Counterparts. This Second Amendment may be executed in any number of counterparts, including facsimile or an e-mail of a PDF file containing a copy of the signature page of the person executing this document, each of which shall be an original, but all of which together shall constitute one in the same instrument.

(Remainder of page intentionally left blank.)

IN WITNESS WHEREOF, the Parties have executed this Second Amendment as of the date first set forth above.

"Recipient" **"Provider"**

MRKS, Inc. GenesisCare USA, Inc.

By: By: DocuSigned by: Shaden Marzouk A2D8AD6C26D4464...

Name: Maureen Raynaud, MD Name: Shaden Marzouk, MD

Title: Secretary Title: Authorized Signatory

By:

Name: Kevin Sanders, MD

Title: President

Exhibit 7

PTO Payout Amount

Invoice No.	Date	Amount	Services Provided	Payments Made	Late Fees	Delinquent Amount Due	Ex.
10153	4/24/24	$10,314.49	RT Travel Expenses	$0.00	$308.02	$10,622.51	A
10160	4/29/24	$5,580.00	Engineering	($4,203.03)	$39.23	$1,416.20	B
10277	6/6/24	$136,709.06	PTO Payout	($11,978.25)	$2,426.27	$127,157.08	C
10546	6/26/24	$11,820.25	Pass-Through: RSA/Accounting	$0.00	$148.97	$11,969.22	D
10556	6/27/24	$158.00	Pass-Through: Dragon Medical/ License	$0.00	$1.95	$159.95	E
10708	8/16/24	$158.00	Pass-Through: Dragon Medical/ License	$0.00	n/a	$158.00	F
Total Past Due Amount						$151,482.96	

Exhibit A

Invoice

Page: 1

GenesisCare USA of Florida, LLC
1419 SE 8th TERRACE SUITE 200
CAPE CORAL, FL 33990

GenesisCare

FEIN#: [redacted]5899

Number: 0000010153
Date: 4/24/2024

Customer: MRKS-01

Sold To	Ship To
MRKS, Inc. 24591 Silver Coud Ct, Ste 125 Monterey, CA 93940 USA	MRKS, Inc. 24591 Silver Coud Ct, Ste 125 Monterey, CA 93940 USA

Customer P.O.	Ship Via	F.O.B.	Terms
			NET 15

Description	Qty Shipped	Price	Amount
Cost of Travel and Accommodations	1.00	10,314.49000	10,314.49

Please remit EFT payment via:
Wells Fargo Bank GenesisCare USA of Florida, LLC
ABA: [redacted] Acct: [redacted]7281

For any questions regarding your invoice, please send message to our Account Receivable Team at **US_Revenue_Team@usa.genesiscare.com**

Subtotal	10,314.49
Freight	0.00
Sales Tax	0.00
Payment/Credit Amount	0.00
Balance	10,314.49

Cost of Travel and Accommodations - Breaks down

		GC RT Locums rate	ELB charge	Difference	
4/12 (3/25-4/5)	[redacted]	9345.6	4,887.33	4,458.27	
				subtotal:	*4,458.27*
3/29 (3/12-3/22)	[redacted]	8124.3	4,889.41	3,234.89	
	[redacted]	7752.6	5,131.27	2,621.33	
				subtotal:	*5,856.22*
				Total:	**10,314.49**

Exhibit B

Invoice

****Reprint****

GenesisCare USA of Florida, LLC
1419 SE 8th TERRACE SUITE 200
CAPE CORAL, FL 33990

GenesisCare

FEIN#: [redacted]5899

Number: 0000010160
Date: 4/29/2024

Customer: MRKS-01

Sold To	Ship To
MRKS, Inc. 24591 Silver Coud Ct, Ste 125 Monterey, CA 93940 USA	MRKS, Inc. 24591 Silver Coud Ct, Ste 125 Monterey, CA 93940 USA

Customer P.O.	Ship Via	F.O.B.	Terms
			NET 15

Description	Qty Shipped	Price	Amount
Pass through Cost-Engineering	1.00	5,580.00000	5,580.00
LAST ITEM			
Payment/Credit from Document:			
0000010166-CM 4,203.03			

Please remit EFT payment via:
Wells Fargo Bank GenesisCare USA of Florida, LLC
ABA: [redacted] Acct: [redacted]7281

For any questions regarding your invoice, please send message to our Account Receivable Team at **US_Revenue_Team@usa.genesiscare.com**

Subtotal	5,580.00
Freight	0.00
Sales Tax	0.00
Payment/Credit Amount	4,203.03
Balance	1,376.97

Credit Memo

GenesisCare

GenesisCare USA of Florida, LLC
1419 SE 8th TERRACE SUITE 200
CAPE CORAL, FL 33990

FEIN#: [redacted]5899

Number: 0000010166
Date: 4/29/2024

Customer: MRKS-01

Sold To	Ship To
MRKS, Inc. 24591 Silver Coud Ct, Ste 125 Monterey, CA 93940 USA	MRKS, Inc. 24591 Silver Coud Ct, Ste 125 Monterey, CA 93940 USA

Customer P.O.	Ship Via	F.O.B.	Terms
			IMMEDIATE

Description	Qty Shipped	Price	Amount
Real Estate Tax Proation	1.00	4,203.03000	4,203.03

Please remit EFT payment via:
Wells Fargo Bank GenesisCare USA of Florida, LLC
ABA: [redacted] Acct: [redacted]7281

For any questions regarding your invoice, please send message to our Account Receivable Team at **US_Revenue_Team@usa.genesiscare.com**

Subtotal	4,203.03
Freight	0.00
Sales Tax	0.00
Payment/Credit Amount	0.00
Balance	4,203.03

TBUN2WEB 09/28/2023
1.2.005 6:46:07AM

MONTEREY COUNTY 2023 - 2024 PROPERTY TAX BILL

MARY A. ZEEB Treasurer-Tax Collector

P.O. Box 891, Salinas, CA 93902-0891, (831) 755-5057, www.co.monterey.ca.us/taxcollector

SECURED TAX ROLL FOR FISCAL YEAR JULY 1, 2023 - JUNE 30, 2024

PROPERTY INFORMATION				IMPORTANT MESSAGES
ASMT NUMBER:	002-721-023-000	TAX RATE AREA:	005001	Original bill date 09/18/2023
ORIG ASMT:	002-721-023-000	ACRES:	0.00	
FEE NUMBER:	002-721-023-000			
LOCATION:				
OWNER JAN. 1st:	CROMG PARTNERS			
CROMG PARTNERS				

2023-2024

COUNTY VALUES, EXEMPTIONS, AND TAXES

PHONE #	DESCRIPTION	PRIOR	CURRENT	BILLED
VALUATIONS (831) 755-5035	LAND	0	225810	225810
TAX RATES (831) 755-5040		0	0	0
EXEMPTIONS (831) 755-5035		0	0	0
PAYMENTS (831) 755-5057	STRUCTURAL IMPROVEMENTS	0	1652683	1652683
PERS PROP (831) 755-5035		0	0	0
ADDR CHGS (831) 755-5035				0
GENERAL INQ (831) 755-5057		0	0	0
		0	0	0
	NET TAXABLE VALUE			1878493
	VALUES X TAX RATE PER $100 1.000000			$18,784.92

DUPLICATE COPY

VOTER APPROVED TAXES / TAXING AGENCY DIRECT CHARGES & SPECIAL ASSESSMENTS / FEES

PHONE #	CODE	DESCRIPTION	ASSESSED VALUE	X	TAX RATE / 100	=	TAX AMOUNT
(831) 796-7600	11700	Salinas UHS 14AB 17Ref 20A	1878493		0.033842		$635.70
(831) 796-7600	11710	Salinas UHMS 06RefA	1878493		0.044783		$841.24
(831) 755-6700	12000	Hartnell 02CD 14Ref A 15Ref AB 16Ref AB	1878493		0.033134		$622.40
(831) 753-5600	12600	Salinas City ESD 08BCD GoRefA 22A	1878493		0.029991		$563.36

PHONE #	DESCRIPTION	DIR CHRG	PHONE #	DESCRIPTION	DIR CHRG	PHONE #	DESCRIPTION	DIR CHRG
(831) 755-4860	MCWRA Zone 2Y	$34.98	(831) 755-4860	MCWRA Zone 2Z	$106.08	(831) 755-4860	MCWRA Zone 2C Op	$10.92
(831) 755-4860	MCWRA Zone 2C Spray	$1.22	(831) 755-4860	MCWRA Zone 2C Di	$2.64	(831) 755-4860	MCWRA Zone 2C Ad	$9.74
(800) 273-5167	NoSalinasValleyMosquitoA	$8.94	(831) 471-7526	SVBGSA Groundwate	$3.86	(831) 471-7526	180/400 Subbasin Tie	$1.32

AGENCY TAXES	$2,662.70
DIRECT CHARGES	$218.70
FEES	$0.00
PENALTY & COST	$0.00
AGENCY TAXES + DIRECT CHARGES + FEES + PENALTY + COST + DELINQUENT PENALTIES	$2,881.40

1st INSTALLMENT $10,833.16	2nd INSTALLMENT $10,833.16	TOTAL TAXES
DELINQUENT AFTER 12/10/2023	DELINQUENT AFTER 04/10/2024	$21,666.32

MONTEREY COUNTY SECURED PROPERTY TAXES - 2ND INSTALLMENT PAYMENT STUB

ASMT NUMBER: 002-721-023-000 TAX YEAR: 2023
ORIG ASMT: 002-721-023-000
FEE NUMBER: 002-721-023-000
LOCATION:
CURRENT OWNER: CROMG PARTNERS

MAKE CHECK PAYABLE TO:
County of Monterey Treasurer-Tax Collector
P.O. Box 891
Salinas, CA 93902-0891

2023-2024 **2ND**

IF PAID BY 04/10/2024 $10,833.16

DELINQUENT AFTER 04/10/2024 (INCLUDES 10% PENALTY OF $1083.31 AND $20.00 COST) $11936.47

00272102300022023000001083316420000119364712O230

CUT HERE

MONTEREY COUNTY SECURED PROPERTY TAXES - 1ST INSTALLMENT PAYMENT STUB

ASMT NUMBER: 002-721-023-000 TAX YEAR: 2023
ORIG ASMT: 002-721-023-000
FEE NUMBER: 002-721-023-000
LOCATION:
CURRENT OWNER: CROMG PARTNERS

MAKE CHECK PAYABLE TO:
County of Monterey Treasurer-Tax Collector
P.O. Box 891
Salinas, CA 93902-0891

2023-2024 **1ST**

IF PAID BY 12/10/2023 $10,833.16

DELINQUENT AFTER 12/10/2023 (INCLUDES 10% PENALTY OF $1083.31 AND $0.00 COST) $11916.47
TO PAY TOTAL TAXES, RETURN BOTH STUBS BY 12/10/2023 $21666.32

00272102300022023000001083316410000119164752O230

Exhibit C

Invoice

Page: 1

GenesisCare USA of Florida, LLC
1419 SE 8th TERRACE SUITE 200
CAPE CORAL, FL 33990

FEIN#: [redacted]5899

Number 0000010277
Date 6/6/2024

Customer MRKS-01

Sold To	Ship To
MRKS, Inc. 24591 Silver Coud Ct, Ste 125 Monterey, CA 93940 USA	MRKS, Inc. 24591 Silver Coud Ct, Ste 125 Monterey, CA 93940 USA

Customer P.O	Ship Via	F.O.B	Terms
			10 days due

Description	Qty Shipped	Price	Amount
Employee Leaseback 05/31/24	1.00	136,709.06000	136,709.06

Please remit EFT payment via:
Wells Fargo Bank GenesisCare USA of Florida, LLC
ABA: [redacted] Acct: [redacted]7281

For any questions regarding your invoice, please send message to our Account Receivable Team at **US_Revenue_Team@usa.genesiscare.com**

Subtotal	136,709.06
Freight	0.00
Sales Tax	0.00
Payment/Credit Amount	0.00
Balance	136,709.06

COMPANY CODE	NAME	POSITION ID	STATUS	ASSOCIATE ID	DEPARTMENT	WORKED IN LOCATION	LOCATION	DIST #	PAY DATE	TOTAL EARNINGS	TOTAL EMPLOYER TAX	TOTAL EMPLOYER BENEFITS	Workers Comp Expense	General Liability Expense
XYW	[redacted]	XYW200057	T-Terminated	[redacted]	3103	05755	05755 - CC1 | Salinas [ONCURE]	1	05/31/2024	5,380.34	529.96	161.41	12.86	3.82
XYW		XYW200203	T-Terminated		3103	05755	05755 - CC1 | Salinas [ONCURE]	1	05/31/2024	5,245.85	401.31	104.91	12.54	3.82
XYW		XYW200456	T-Terminated		3104	05755	05755 - CC1 | Salinas [ONCURE]	1	05/31/2024	6,446.17	493.13	193.39	14.12	3.82
XYW		XYW200541	T-Terminated		3201	05755	10947 - RTADM | RT LOB Admin	1	05/31/2024	46,757.88	3,576.98	1,402.74	112.22	3.82
XYW		XYW200555	T-Terminated		3202	05755	10947 - RTADM | RT LOB Admin	1	05/31/2024	45,182.44	3,456.46	1,355.47	108.44	3.82
XYW		XYW201534	T-Terminated		3101	05755	05755 - CC1 | Salinas [ONCURE]	1	05/31/2024	14,195.40	1,085.95	425.86	30.31	3.82
										$ 123,208.08	$ 9,543.79	$ 3,643.78	$ 290.49	$ 22.92

TOTAL:	$ 136,709.06

Exhibit D

Invoice

Page: 1

GenesisCare USA of Florida, LLC
1419 SE 8th TERRACE SUITE 200
CAPE CORAL, FL 33990

GenesisCare

FEIN#: [redacted]5899

Number: 0000010546
Date: 6/26/2024

Customer: MRKS-01

Sold To	Ship To
MRKS, Inc. 24591 Silver Coud Ct, Ste 125 Monterey, CA 93940 USA	MRKS, Inc. 24591 Silver Coud Ct, Ste 125 Monterey, CA 93940 USA

Customer P.O.	Ship Via	F.O.B.	Terms
			NET 15

Description	Qty Shipped	Price	Amount
Other Pass-Through Cost RSA (April-May)	1.00	11,820.25000	11,820.25

Please remit EFT payment via:
Wells Fargo Bank GenesisCare USA of Florida, LLC
ABA: [redacted] Acct: [redacted]7281

For any questions regarding your invoice, please send message to our Account Receivable Team at **US_Revenue_Team@usa.genesiscare.com**

Subtotal	11,820.25
Freight	0.00
Sales Tax	0.00
Payment/Credit Amount	0.00
Balance	11,820.25

RSA

465 Forum Pkwy
Rural Hall, NC 27045
800-320-4332
accounting@rsainc.net
www.rsa-inc.com

INVOICE

Invoice No.:	INV-19030
Date:	05/23/2024
Due Date:	06/22/2024
Terms:	Net 30
Customer PO:	

BILL TO
GenesisCare USA
2234 Colonial Blvd.
Fort Meyers, FL 33907

Notes:
CC9 Varian 21iX-S (S/N: 141030) TSA Service Period 4/1/24-4/30/24

SUBTOTAL	$7,916.67
TAX	$732.29
TOTAL	$8,648.96
PREPAYMENTS	$0.00
INVOICE TOTAL	$8,648.96

PAY BY ACH OR WIRE:

Account Holder: RS&A
Pinnacle Bank Routing Number: [redacted]
Account Number: [redacted]4728
Pinnacle International Swift Number: [redacted]

PAY BY MAIL:
RS&A
P.O. Box 531030
Atlanta, GA 30353-1030

For Overnight/Express Delivery:
RS&A
ATTN: Lockbox #531030
100 Southcrest Drive
Stockbridge, GA 30281

RSA

465 Forum Pkwy
Rural Hall, NC 27045
800-320-4332
accounting@rsainc.net
www.rsa-inc.com

INVOICE

Invoice No.:	INV-19037
Date:	05/23/2024
Due Date:	06/22/2024
Terms:	Net 30
Customer PO:	

BILL TO
GenesisCare USA
2234 Colonial Blvd.
Fort Meyers, FL 33907

Notes:
CC9 Varian 21iX-S (S/N: 141030) TSA Service Period 5/1/24 - 5/11/24

SUBTOTAL	$2,902.78
TAX	$268.51
TOTAL	$3,171.29
PREPAYMENTS	$0.00
INVOICE TOTAL	$3,171.29

PAY BY ACH OR WIRE:

Account Holder: RS&A
Pinnacle Bank Routing Number: [redacted]
Account Number: [redacted]4728
Pinnacle International Swift Number: [redacted]

PAY BY MAIL:
RS&A
P.O. Box 531030
Atlanta, GA 30353-1030

For Overnight/Express Delivery:
RS&A
ATTN: Lockbox #531030
100 Southcrest Drive
Stockbridge, GA 30281

Exhibit E

Invoice

GenesisCare

GenesisCare USA of Florida, LLC
1419 SE 8th TERRACE SUITE 200
CAPE CORAL, FL 33990

FEIN#: [redacted]5899

Number: 0000010556
Date: 6/27/2024

Customer: MRKS-01

Sold To	Ship To
MRKS, Inc. 24591 Silver Coud Ct, Ste 125 Monterey, CA 93940 USA	MRKS, Inc. 24591 Silver Coud Ct, Ste 125 Monterey, CA 93940 USA

Customer P.O.	Ship Via	F.O.B.	Terms
			NET 15

Description	Qty Shipped	Price	Amount
Pass Through Cost (Detail 062724)	1.00	158.00000	158.00

Please remit EFT payment via:
Wells Fargo Bank GenesisCare USA of Florida, LLC
ABA: [redacted] Acct: [redacted]7281

For any questions regarding your invoice, please send message to our Account Receivable Team at **US_Revenue_Team@usa.genesiscare.com**

Subtotal	158.00
Freight	0.00
Sales Tax	0.00
Payment/Credit Amount	0.00
Balance	158.00

INVOICE

Medical Technology Solutions
dba CME
204 37TH Ave North #422
St Petersburg, FL 33704

accounting@1st-dragon.com
813-962-3829
www.1st-dragon.com

1ST DRAGON
Computers Made Effective

Over 25 Years
Service & Experience

Bonnie Saxman:GenesisCare USA

Bill to
Donna Estelle
GenesisCare USA
2234 Colonial Blvd
Fort Myers, FL 33907

Ship to
Johni Alvarez
Salinas Radiation Oncology
1069 Los Palos Drive
Salinas, CA 93901

Invoice details
Invoice no.: 13892-0524
Terms: ACH - Net 20
Invoice date: 05/13/2024
Due date: 06/02/2024

P.O. Number: 05754P7259000

#	Date	Product or service	Description	Qty	Rate	Amount
1.		**DMO 3**	Dragon Medical - DMO3 / Dragon Medical 3-Year user License Monthly Fee	1	$79.00	$79.00

Total **$79.00**

Note to customer
Provider Jacob Andrade

Medical Technology Solutions dba CME
204 37TH Ave North #422
St Petersburg, FL 33704
813-962-3829
accounting@1st-dragon.com

Invoice

1ST DRAGON
Computers Made Effective

Over 25 Years

BILL TO	SHIP TO
Donna Estelle GenesisCare USA 2234 Colonial Blvd Fort Myers, FL 33907	[redacted] Salinas Radiation Oncology 1069 Los Palos Dr Salinas, CA 93436

INVOICE #	DATE	TOTAL DUE	DUE DATE	TERMS	ENCLOSED
13032-0424	04/11/2024	$79.00	05/01/2024	ACH - Net 20	

P.O. NUMBER
05754P7223229

DESCRIPTION	QTY	PRICE EACH	AMOUNT
Dragon Medical - DMO3 / Dragon Medical 3-Year user License Monthly Fee	1	79.00	79.00
Provider Kenneth Biehl		BALANCE DUE	**$79.00**

Fax # - 813-354-2313

Website - 1st-dragon.com

Computers Made Effective, a Medical Technology Solutions, Inc. company

Exhibit F

Invoice

Page: 1

GenesisCare USA of Florida, LLC
1419 SE 8th TERRACE SUITE 200
CAPE CORAL, FL 33990

GenesisCare

FEIN#: [redacted]5899

Number: 0000010708
Date: 8/16/2024

Customer: MRKS-01

Sold To	Ship To
MRKS, Inc. 24591 Silver Coud Ct, Ste 125 Monterey, CA 93940 USA	MRKS, Inc. 24591 Silver Coud Ct, Ste 125 Monterey, CA 93940 USA

Customer P.O.	Ship Via	F.O.B.	Terms
			NET 15

Description	Qty Shipped	Price	Amount
Pass-Through Costs 08.01.24	1.00	158.00000	158.00

Please remit EFT payment via:
Wells Fargo Bank GenesisCare USA of Florida, LLC
ABA: [redacted] Acct: [redacted]7281

For any questions regarding your invoice, please send message to our Account Receivable Team at **US_Revenue_Team@usa.genesiscare.com**

Subtotal	158.00
Freight	0.00
Sales Tax	0.00
Payment/Credit Amount	0.00
Balance	158.00

INVOICE

Medical Technology Solutions
dba CME
204 37TH Ave North #422
St Petersburg, FL 33704

accounting@1st-dragon.com
813-962-3829
www.1st-dragon.com

1ST DRAGON
Computers Made Effective

Over 25 Years Service & Experience

Bonnie Saxman:GenesisCare USA

Bill to
Donna Estelle
GenesisCare USA
2234 Colonial Blvd
Fort Myers, FL 33907

Ship to
Johni Alvarez
Salinas Radiation Oncology
1069 Los Palos Drive
Salinas, CA 93901

Invoice details
Invoice no.: 13892-0624
Terms: ACH - Net 20
Invoice date: 06/11/2024
Due date: 07/01/2024

P.O. Number: 05754P7259000

#	Date	Product or service	Description	Qty	Rate	Amount
1.		DMO 3	Dragon Medical - DMO3 / Dragon Medical 3-Year user License Monthly Fee	1	$79.00	$79.00

Total **$79.00**

Note to customer
Provider Jacob Andrade

INVOICE

Medical Technology Solutions
dba CME
204 37TH Ave North #422
St Petersburg, FL 33704

accounting@1st-dragon.com
813-962-3829
www.1st-dragon.com

1ST DRAGON
Computers Made Effective

Over 25 Years

Bonnie Saxman:GenesisCare USA

Bill to
Donna Estelle
GenesisCare USA
2234 Colonial Blvd
Fort Myers, FL 33907

Ship to
[redacted]
Salinas Radiation Oncology
1069 Los Palos Dr
Salinas, CA 93436

Invoice details
Invoice no.: 13032-0624
Terms: ACH - Net 20
Invoice date: 06/11/2024
Due date: 07/01/2024

P.O. Number: 05754P7223229

#	Date	Product or service	Description	Qty	Rate	Amount
1.		DMO 3	Dragon Medical - DMO3 / Dragon Medical 3-Year user License Monthly Fee	1	$79.00	$79.00

Total **$79.00**

Note to customer
Provider Kenneth Biehl

Exhibit 8

Outstanding Expenses Amount

Exhibit A

Invoice

Page: 1

GenesisCare USA of Florida, LLC
1419 SE 8th TERRACE SUITE 200
CAPE CORAL, FL 33990

FEIN#: [redacted]5899

Number: 0000010153
Date: 4/24/2024
Customer: MRKS-01

Sold To	Ship To
MRKS, Inc. 24591 Silver Coud Ct, Ste 125 Monterey, CA 93940 USA	MRKS, Inc. 24591 Silver Coud Ct, Ste 125 Monterey, CA 93940 USA

Customer P.O.	Ship Via	F.O.B.	Terms
			NET 15

Description	Qty Shipped	Price	Amount
Cost of Travel and Accommodations	1.00	10,314.49000	10,314.49

Please remit EFT payment via:
Wells Fargo Bank GenesisCare USA of Florida, LLC
ABA: [redacted] Acct: [redacted]7281

For any questions regarding your invoice, please send message to our Account Receivable Team at **US_Revenue_Team@usa.genesiscare.com**

Subtotal	10,314.49
Freight	0.00
Sales Tax	0.00
Payment/Credit Amount	0.00
Balance	10,314.49

Cost of Travel and Accommodations - Breaks down

		GC RT Locums rate	ELB charge	Difference	
4/12 (3/25-4/5)	[redacted]	9345.6	4,887.33	4,458.27	
				subtotal:	*4,458.27*
3/29 (3/12-3/22)	[redacted]	8124.3	4,889.41	3,234.89	
	[redacted]	7752.6	5,131.27	2,621.33	
				subtotal:	*5,856.22*
				Total:	**10,314.49**

Exhibit B

Invoice

****Reprint****

GenesisCare USA of Florida, LLC
1419 SE 8th TERRACE SUITE 200
CAPE CORAL, FL 33990

FEIN#: [redacted]5899

Number: 0000010160
Date: 4/29/2024

Customer: MRKS-01

Sold To	Ship To
MRKS, Inc. 24591 Silver Coud Ct, Ste 125 Monterey, CA 93940 USA	MRKS, Inc. 24591 Silver Coud Ct, Ste 125 Monterey, CA 93940 USA

Customer P.O.	Ship Via	F.O.B.	Terms
			NET 15

Description	Qty Shipped	Price	Amount
Pass through Cost-Engineering	1.00	5,580.00000	5,580.00
LAST ITEM			
Payment/Credit from Document:			
0000010166-CM 4,203.03			

Please remit EFT payment via:
Wells Fargo Bank GenesisCare USA of Florida, LLC
ABA: [redacted] Acct: [redacted]7281

For any questions regarding your invoice, please send message to our Account Receivable Team at **US_Revenue_Team@usa.genesiscare.com**

Subtotal	5,580.00
Freight	0.00
Sales Tax	0.00
Payment/Credit Amount	4,203.03
Balance	1,376.97

Credit Memo

GenesisCare

GenesisCare USA of Florida, LLC
1419 SE 8th TERRACE SUITE 200
CAPE CORAL, FL 33990

FEIN#: [redacted]5899

Number: 0000010166
Date: 4/29/2024

Customer: MRKS-01

Sold To	Ship To
MRKS, Inc. 24591 Silver Coud Ct, Ste 125 Monterey, CA 93940 USA	MRKS, Inc. 24591 Silver Coud Ct, Ste 125 Monterey, CA 93940 USA

Customer P.O.	Ship Via	F.O.B.	Terms
			IMMEDIATE

Description	Qty Shipped	Price	Amount
Real Estate Tax Proation	1.00	4,203.03000	4,203.03

Please remit EFT payment via:
Wells Fargo Bank GenesisCare USA of Florida, LLC
ABA: [redacted] Acct: [redacted]7281

For any questions regarding your invoice, please send message to our Account Receivable Team at **US_Revenue_Team@usa.genesiscare.com**

Subtotal	4,203.03
Freight	0.00
Sales Tax	0.00
Payment/Credit Amount	0.00
Balance	4,203.03

TBUN2WEB 1.2.005

MONTEREY COUNTY 2023 - 2024 PROPERTY TAX BILL

09/28/2023 6:46:07AM

MARY A. ZEEB Treasurer-Tax Collector

P.O. Box 891, Salinas, CA 93902-0891, (831) 755-5057, www.co.monterey.ca.us/taxcollector

SECURED TAX ROLL FOR FISCAL YEAR JULY 1, 2023 - JUNE 30, 2024

PROPERTY INFORMATION				IMPORTANT MESSAGES
ASMT NUMBER:	002-721-023-000	TAX RATE AREA:	005001	Original bill date 09/18/2023
ORIG ASMT:	002-721-023-000	ACRES:	0.00	
FEE NUMBER:	002-721-023-000			
LOCATION:				
OWNER JAN. 1st:	CROMG PARTNERS			
CROMG PARTNERS				

2023-2024

COUNTY VALUES, EXEMPTIONS, AND TAXES

PHONE #	DESCRIPTION	PRIOR	CURRENT	BILLED
VALUATIONS (831) 755-5035	LAND	0	225810	225810
TAX RATES (831) 755-5040		0	0	0
EXEMPTIONS (831) 755-5035		0	0	0
PAYMENTS (831) 755-5057	STRUCTURAL IMPROVEMENTS	0	1652683	1652683
PERS PROP (831) 755-5035		0	0	0
ADDR CHGS (831) 755-5035				0
GENERAL INQ (831) 755-5057		0	0	0
		0	0	0
	NET TAXABLE VALUE			1878493
	VALUES X TAX RATE PER $100 1.000000			$18,784.92

DUPLICATE COPY

VOTER APPROVED TAXES / TAXING AGENCY DIRECT CHARGES & SPECIAL ASSESSMENTS / FEES

PHONE #	CODE	DESCRIPTION	ASSESSED VALUE	X	TAX RATE / 100	=	TAX AMOUNT
(831) 796-7600	11700	Salinas UHS 14AB 17Ref 20A	1878493		0.033842		$635.70
(831) 796-7600	11710	Salinas UHMS 06RefA	1878493		0.044783		$841.24
(831) 755-6700	12000	Hartnell 02CD 14Ref A 15Ref AB 16Ref AB	1878493		0.033134		$622.40
(831) 753-5600	12600	Salinas City ESD 06BCD GoRefA 22A	1878493		0.029991		$563.36

PHONE #	DESCRIPTION	DIR CHRG	PHONE #	DESCRIPTION	DIR CHRG	PHONE #	DESCRIPTION	DIR CHRG
(831) 755-4860	MCWRA Zone 2Y	$34.98	(831) 755-4860	MCWRA Zone 2Z	$106.08	(831) 755-4860	MCWRA Zone 2C Op	$10.92
(831) 755-4860	MCWRA Zone 2C Spwy	$1.22	(831) 755-4860	MCWRA Zone 2C Dr	$2.64	(831) 755-4860	MCWRA Zone 2C Ad	$9.74
(800) 273-5167	NoSalinasValleyMosquitoA	$8.94	(831) 471-7526	SVBGSA Groundwate	$3.86	(831) 471-7526	180/400 Subbasin Tie	$1.32

AGENCY TAXES	$2,662.70
DIRECT CHARGES	$218.70
FEES	$0.00
PENALTY & COST	$0.00
AGENCY TAXES + DIRECT CHARGES + FEES + PENALTY + COST + DELINQUENT PENALTIES	$2,881.40

1st INSTALLMENT $10,833.16	2nd INSTALLMENT $10,833.16	TOTAL TAXES
DELINQUENT AFTER 12/10/2023	DELINQUENT AFTER 04/10/2024	$21,666.32

MONTEREY COUNTY SECURED PROPERTY TAXES - 2ND INSTALLMENT PAYMENT STUB

ASMT NUMBER: 002-721-023-000
ORIG ASMT: 002-721-023-000
FEE NUMBER: 002-721-023-000
LOCATION:
CURRENT OWNER: CROMG PARTNERS

TAX YEAR: 2023

MAKE CHECK PAYABLE TO:
County of Monterey Treasurer-Tax Collector
P.O. Box 891
Salinas, CA 93902-0891

2023-2024

2ND

IF PAID BY 04/10/2024 $10,833.16

DELINQUENT AFTER 04/10/2024 (INCLUDES 10% PENALTY OF $1083.31 AND $20.00 COST) $11936.47

00272102300022023000001083316420000119364712O230

CUT HERE

MONTEREY COUNTY SECURED PROPERTY TAXES - 1ST INSTALLMENT PAYMENT STUB

ASMT NUMBER: 002-721-023-000
ORIG ASMT: 002-721-023-000
FEE NUMBER: 002-721-023-000
LOCATION:
CURRENT OWNER: CROMG PARTNERS

TAX YEAR: 2023

MAKE CHECK PAYABLE TO:
County of Monterey Treasurer-Tax Collector
P.O. Box 891
Salinas, CA 93902-0891

2023-2024

1ST

IF PAID BY 12/10/2023 $10,833.16

DELINQUENT AFTER 12/10/2023 (INCLUDES 10% PENALTY OF $1083.31 AND $0.00 COST) $11916.47
TO PAY TOTAL TAXES, RETURN BOTH STUBS BY 12/10/2023 $21666.32

00272102300022023000001083316410000119164752O230

Exhibit C

Invoice

GenesisCare USA of Florida, LLC
1419 SE 8th TERRACE SUITE 200
CAPE CORAL, FL 33990

FEIN#: [redacted]5899

Number 0000010277
Date 6/6/2024

Customer MRKS-01

Sold To	Ship To
MRKS, Inc. 24591 Silver Coud Ct, Ste 125 Monterey, CA 93940 USA	MRKS, Inc. 24591 Silver Coud Ct, Ste 125 Monterey, CA 93940 USA

Customer P.O	Ship Via	F.O.B	Terms
			10 days due

Description	Qty Shipped	Price	Amount
Employee Leaseback 05/31/24	1.00	136,709.06000	136,709.06

Please remit EFT payment via:
Wells Fargo Bank GenesisCare USA of Florida, LLC
ABA: [redacted] Acct: [redacted]7281

For any questions regarding your invoice, please send message to our Account Receivable Team at **US_Revenue_Team@usa.genesiscare.com**

Subtotal	136,709.06
Freight	0.00
Sales Tax	0.00
Payment/Credit Amount	0.00
Balance	136,709.06

COMPANY CODE	NAME	POSITION ID	STATUS	ASSOCIATE ID	DEPARTMENT	WORKED IN LOCATION	LOCATION	DIST #	PAY DATE	TOTAL EARNINGS	TOTAL EMPLOYER TAX	TOTAL EMPLOYER BENEFITS	Workers Comp Expense	General Liability Expense
XYW	[redacted]	XYW200057	T-Terminated	[redacted]	3103	05755	05755 - CC1 | Salinas [ONCURE]	1	05/31/2024	5,380.34	529.96	161.41	12.86	3.82
XYW		XYW200203	T-Terminated		3103	05755	05755 - CC1 | Salinas [ONCURE]	1	05/31/2024	5,245.85	401.31	104.91	12.54	3.82
XYW		XYW200456	T-Terminated		3104	05755	05755 - CC1 | Salinas [ONCURE]	1	05/31/2024	6,446.17	493.13	193.39	14.12	3.82
XYW		XYW200541	T-Terminated		3201	05755	10947 - RTADM | RT LOB Admin	1	05/31/2024	46,757.88	3,576.98	1,402.74	112.22	3.82
XYW		XYW200555	T-Terminated		3202	05755	10947 - RTADM | RT LOB Admin	1	05/31/2024	45,182.44	3,456.46	1,355.47	108.44	3.82
XYW		XYW201534	T-Terminated		3101	05755	05755 - CC1 | Salinas [ONCURE]	1	05/31/2024	14,195.40	1,085.95	425.86	30.31	3.82
										$ 123,208.08	$ 9,543.79	$ 3,643.78	$ 290.49	$ 22.92

TOTAL:	$ 136,709.06

Exhibit D

Invoice

Page: 1

GenesisCare

GenesisCare USA of Florida, LLC
1419 SE 8th TERRACE SUITE 200
CAPE CORAL, FL 33990

FEIN#: [redacted]5899

Number: 0000010546
Date: 6/26/2024

Customer: MRKS-01

Sold To	Ship To
MRKS, Inc. 24591 Silver Coud Ct, Ste 125 Monterey, CA 93940 USA	MRKS, Inc. 24591 Silver Coud Ct, Ste 125 Monterey, CA 93940 USA

Customer P.O.	Ship Via	F.O.B.	Terms
			NET 15

Description	Qty Shipped	Price	Amount
Other Pass-Through Cost RSA (April-May)	1.00	11,820.25000	11,820.25

Please remit EFT payment via:
Wells Fargo Bank GenesisCare USA of Florida, LLC
ABA: [redacted] Acct: [redacted]7281

For any questions regarding your invoice, please send message to our Account Receivable Team at **US_Revenue_Team@usa.genesiscare.com**

Subtotal	11,820.25
Freight	0.00
Sales Tax	0.00
Payment/Credit Amount	0.00
Balance	11,820.25

RSA

465 Forum Pkwy
Rural Hall, NC 27045
800-320-4332
accounting@rsainc.net
www.rsa-inc.com

INVOICE

Invoice No.:	INV-19030
Date:	05/23/2024
Due Date:	06/22/2024
Terms:	Net 30
Customer PO:	

BILL TO
GenesisCare USA
2234 Colonial Blvd.
Fort Meyers, FL 33907

Notes:
CC9 Varian 21iX-S (S/N: 141030) TSA Service Period 4/1/24-4/30/24

SUBTOTAL	$7,916.67
TAX	$732.29
TOTAL	$8,648.96
PREPAYMENTS	$0.00
INVOICE TOTAL	$8,648.96

PAY BY ACH OR WIRE:

Account Holder: RS&A
Pinnacle Bank Routing Number: [redacted]
Account Number: [redacted]4728
Pinnacle International Swift Number: [redacted]

PAY BY MAIL:
RS&A
P.O. Box 531030
Atlanta, GA 30353-1030

For Overnight/Express Delivery:
RS&A
ATTN: Lockbox #531030
100 Southcrest Drive
Stockbridge, GA 30281

RSA

465 Forum Pkwy
Rural Hall, NC 27045
800-320-4332
accounting@rsainc.net
www.rsa-inc.com

INVOICE

Invoice No.:	INV-19037
Date:	05/23/2024
Due Date:	06/22/2024
Terms:	Net 30
Customer PO:	

BILL TO
GenesisCare USA
2234 Colonial Blvd.
Fort Meyers, FL 33907

Notes:
CC9 Varian 21iX-S (S/N: 141030) TSA Service Period 5/1/24 - 5/11/24

SUBTOTAL	$2,902.78
TAX	$268.51
TOTAL	$3,171.29
PREPAYMENTS	$0.00
INVOICE TOTAL	$3,171.29

PAY BY ACH OR WIRE:

Account Holder: RS&A
Pinnacle Bank Routing Number: [redacted]
Account Number: [redacted]4728
Pinnacle International Swift Number: [redacted]

PAY BY MAIL:
RS&A
P.O. Box 531030
Atlanta, GA 30353-1030

For Overnight/Express Delivery:
RS&A
ATTN: Lockbox #531030
100 Southcrest Drive
Stockbridge, GA 30281

Exhibit E

Invoice

Page: 1

GenesisCare USA of Florida, LLC
1419 SE 8th TERRACE SUITE 200
CAPE CORAL, FL 33990

GenesisCare

FEIN#: [redacted]5899

Number: 0000010556
Date: 6/27/2024

Customer: MRKS-01

Sold To	Ship To
MRKS, Inc. 24591 Silver Coud Ct, Ste 125 Monterey, CA 93940 USA	MRKS, Inc. 24591 Silver Coud Ct, Ste 125 Monterey, CA 93940 USA

Customer P.O.	Ship Via	F.O.B.	Terms
			NET 15

Description	Qty Shipped	Price	Amount
Pass Through Cost (Detail 062724)	1.00	158.00000	158.00

Please remit EFT payment via:
Wells Fargo Bank GenesisCare USA of Florida, LLC
ABA: [redacted] Acct: [redacted]7281

For any questions regarding your invoice, please send message to our Account Receivable Team at **US_Revenue_Team@usa.genesiscare.com**

Subtotal	158.00
Freight	0.00
Sales Tax	0.00
Payment/Credit Amount	0.00
Balance	158.00

INVOICE

Medical Technology Solutions
dba CME
204 37TH Ave North #422
St Petersburg, FL 33704

accounting@1st-dragon.com
813-962-3829
www.1st-dragon.com

1ST DRAGON
Computers Made Effective

Over 25 Years Service & Experience

Bonnie Saxman:GenesisCare USA

Bill to
Donna Estelle
GenesisCare USA
2234 Colonial Blvd
Fort Myers, FL 33907

Ship to
Johni Alvarez
Salinas Radiation Oncology
1069 Los Palos Drive
Salinas, CA 93901

Invoice details
Invoice no.: 13892-0524
Terms: ACH - Net 20
Invoice date: 05/13/2024
Due date: 06/02/2024

P.O. Number: 05754P7259000

#	Date	Product or service	Description	Qty	Rate	Amount
1.		DMO 3	Dragon Medical - DMO3 / Dragon Medical 3-Year user License Monthly Fee	1	$79.00	$79.00

Total **$79.00**

Note to customer
Provider Jacob Andrade

Medical Technology Solutions dba CME
204 37TH Ave North #422
St Petersburg, FL 33704
813-962-3829
accounting@1st-dragon.com

Invoice

1ST DRAGON
Computers Made Effective

Over 25 Years Service & Experience

BILL TO	SHIP TO
Donna Estelle GenesisCare USA 2234 Colonial Blvd Fort Myers, FL 33907	[redacted] Salinas Radiation Oncology 1069 Los Palos Dr Salinas, CA 93436

INVOICE #	DATE	TOTAL DUE	DUE DATE	TERMS	ENCLOSED
13032-0424	04/11/2024	$79.00	05/01/2024	ACH - Net 20	

P.O. NUMBER
05754P7223229

DESCRIPTION	QTY	PRICE EACH	AMOUNT
Dragon Medical - DMO3 / Dragon Medical 3-Year user License Monthly Fee	1	79.00	79.00
Provider Kenneth Biehl		BALANCE DUE	**$79.00**

Exhibit F

Invoice

Page: 1

GenesisCare USA of Florida, LLC
1419 SE 8th TERRACE SUITE 200
CAPE CORAL, FL 33990

GenesisCare

FEIN#: [redacted]5899

Number: 0000010708
Date: 8/16/2024

Customer: MRKS-01

Sold To	Ship To
MRKS, Inc. 24591 Silver Coud Ct, Ste 125 Monterey, CA 93940 USA	MRKS, Inc. 24591 Silver Coud Ct, Ste 125 Monterey, CA 93940 USA

Customer P.O.	Ship Via	F.O.B.	Terms
			NET 15

Description	Qty Shipped	Price	Amount
Pass-Through Costs 08.01.24	1.00	158.00000	158.00

Please remit EFT payment via:
Wells Fargo Bank GenesisCare USA of Florida, LLC
ABA: [redacted] Acct: [redacted]7281

For any questions regarding your invoice, please send message to our Account Receivable Team at **US_Revenue_Team@usa.genesiscare.com**

Subtotal	158.00
Freight	0.00
Sales Tax	0.00
Payment/Credit Amount	0.00
Balance	158.00

INVOICE

Medical Technology Solutions
dba CME
204 37TH Ave North #422
St Petersburg, FL 33704

accounting@1st-dragon.com
813-962-3829
www.1st-dragon.com

1ST DRAGON
Computers Made Effective

Over 25 Years Service & Experience

Bonnie Saxman:GenesisCare USA

Bill to
Donna Estelle
GenesisCare USA
2234 Colonial Blvd
Fort Myers, FL 33907

Ship to
Johni Alvarez
Salinas Radiation Oncology
1069 Los Palos Drive
Salinas, CA 93901

Invoice details
Invoice no.: 13892-0624
Terms: ACH - Net 20
Invoice date: 06/11/2024
Due date: 07/01/2024

P.O. Number: 05754P7259000

#	Date	Product or service	Description	Qty	Rate	Amount
1.		DMO 3	Dragon Medical - DMO3 / Dragon Medical 3-Year user License Monthly Fee	1	$79.00	$79.00

Total **$79.00**

Note to customer
Provider Jacob Andrade

INVOICE

Medical Technology Solutions
dba CME
204 37TH Ave North #422
St Petersburg, FL 33704

accounting@1st-dragon.com
813-962-3829
www.1st-dragon.com

1ST DRAGON
Computers Made Effective

Over 25 Years

Bonnie Saxman:GenesisCare USA

Bill to
Donna Estelle
GenesisCare USA
2234 Colonial Blvd
Fort Myers, FL 33907

Ship to
[redacted]
Salinas Radiation Oncology
1069 Los Palos Dr
Salinas, CA 93436

Invoice details
Invoice no.: 13032-0624
Terms: ACH - Net 20
Invoice date: 06/11/2024
Due date: 07/01/2024

P.O. Number: 05754P7223229

#	Date	Product or service	Description	Qty	Rate	Amount
1.		DMO 3	Dragon Medical - DMO3 / Dragon Medical 3-Year user License Monthly Fee	1	$79.00	$79.00

Total **$79.00**

Note to customer
Provider Kenneth Biehl

Exhibit 9

Demand Letters dated August 28, 2024 and October 3, 2024

August 28, 2024

MKRS, Inc.
1115 Los Palos Dr.
Salinas, CA 93901
Attention: Maureen Raynaud, MD
Kevin Sanders, MD
Email: maureenraynaudi@icloud.com; ksanders@soundcancercare.com

Re: Past Due Invoices for Services provided under the Transition Services Agreement between GenesisCare USA, Inc. ("Provider") and MRKS, Inc. ("Recipient"), dated March 11, 2024, as amended May 2, 2024 and May 16, 2024 (collectively referred to as the "Agreement")

Dear Dr. Raynaud and Dr. Sanders:

This letter is to request the immediate payment to GenesisCare USA, Inc. of the amount of $222,604.01 for the invoices listed below. The bank account name you provided did not match your account and our wire transfers were not accepted, resulting in an overpayment of $71,121.05 to you. GenesisCare USA, Inc. made a wire payment on April 26, 2024 in the amount of $71,121.05 and another wire payment of $230,062.34 on May 20, 2024 which duplicated the April 26, 2024 payment. Please find below a breakdown of the financial status of this matter:

Invoice Date/Explanation	Amount	Payments Made	Late fees	Total Amount Owed to GenesisCare
4/24/2024	$10,314.49		$308.02	$10,622.51
4/29/2024	$5,580.00	($4,203.03)	$39.23	$1,416.20
6/6/2024	$136,709.06	($11,978.25)	$2,426.27	$127,157.08
6/26/2024	$11,820.25		$148.97	$11,969.22
6/27/2024	$158.00		$1.95	$159.95
8/16/2024	$158.00		n/a	$158.00
Duplicate wire transfer (5/20/2024)	$71,121.05		n/a	$71,121.05
			TOTAL DUE:	**$222,604.01**

These monies were due upon receipt of each of these invoices and are several months overdue. Pursuant to Section 2(e) of the Agreement, the amounts of the invoices are accepted as you have failed to set forth a dispute via a Dispute Notice. In addition, you have failed to respond to multiple written requests for additional information regarding your failure to pay these invoices.

We have been exceedingly patient thus far, but we are no longer willing to continue to wait for these funds. These monies are due and payable immediately. If a cheque has been issued or is in the mail, it has not been received. Please stop payment on that check and remit these funds immediately by EFT to the bank account noted on the invoice. If we do not receive these funds within three (3) days from receipt of this letter, we will employ all legal remedies available to us under the Agreement and under the law.

Sincerely,

DocuSigned by:
Shaden Marzouk
A2B8AD6C2B1426...

Shaden Marzouk, MD, MBA
CEO

mwe.com

Eric Seitz
Attorney at Law
eseitz@mwe.com
+1 214 295 8081

October 3, 2024

VIA OVERNIGHT COURIER & ELECTRONIC MAIL

Maureen Reynaud, MD
Kevin Sanders, MD
MRKS, Inc.
1115 Los Palos Drive
Salinas, CA 93901

Re: *In re Genesis Care Pty Limited, et al.*, No. 23-90614 (MI) (the "Bankruptcy Cases")
Immediate Action Required; Litigation May be Commenced Unless this Matter is Resolved by October 11, 2024

Drs. Raynaud and Sanders:

This Firm represents, among others, US Cancer Care, Inc. ("Seller"), GenesisCare USA, Inc. ("Provider") and GenesisCare USA Holdings, Inc. ("Seller's Representative") with respect to certain corporate and litigation matters. As you are aware, Seller, Provider and certain of their affiliates currently are reorganized debtors in the above-referenced Bankruptcy Cases pending before the Bankruptcy Court for the Southern District of Texas (the "Court").

Reference is made to that certain *Investment Agreement* dated as of December 7, 2023 by and among, among others, Seller, Seller's Representative and MRKS, Inc. ("MRKS") (as amended, the "Investment Agreement"), pursuant to which MRKS purchased all of Seller's Equity Interests in GenesisCare USA Salinas Valley Memorial Radiation Therapy Management, LLC and the Acquired Contracts (the "Transaction"). Reference is also made to that certain *Transition Services Agreement* dated as of March 11, 2024 (as amended, the "Transition Services Agreement")[1] by, among others, Provider and MRKS, pursuant to which Provider provided certain cervices to MRKS in order to provide for an orderly transition of operations of the Business from Seller to MRKS. Reference is further made to that certain *Employee Leasing Agreement* dated March 11, 2024 by, among others, Provider and MRKS (as amended, the "Employee Leasing Agreement" and together with the Investment Agreement and Transition Services Agreement, the "Agreements"), pursuant to which Provider leased the services of

[1] Capitalized terms not defined herein have the meanings given to them in the Investment Agreement or Transition Services Agreement, as applicable.

certain employees to MRKS. Finally, reference is made to that certain letter sent by Provider to you dated August 28, 2024 (the "Initial Demand Letter").

I write to you because of existing material breaches under the Agreements related to invoices which remain unpaid by you (collectively, the "Past Due Amount") and overpayments made to you that remain unreturned, in the total amount of $222,604.01. This matter requires MRKS's immediate attention as more fully set forth below.

The Past Due Amount is comprised of amounts due for the following services as reflected in the corresponding invoices. The invoices and backup documentation related thereto are appended hereto as exhibits as indicated.

Invoice No.	Date	Amount	Services Provided	Payments Made	Late Fees	Delinquent Amount Due	Ex.
10153	4/24/24	$10,314.49	RT Travel Expenses	$0.00	$308.02	$10,622.51	A
10160	4/29/24	$5,580.00	Engineering	($4,203.03)	$39.23	$1,416.20	B
10277	6/6/24	$136,709.06	PTO Payout	($11,978.25)	$2,426.27	$127,157.08	C
10546	6/26/24	$11,820.25	Pass-Through: RSA/Accounting	$0.00	$148.97	$11,969.22	D
10556	6/27/24	$158.00	Pass-Through: Dragon Medical/ License	$0.00	$1.95	$159.95	E
10708	8/16/24	$158.00	Pass-Through: Dragon Medical/ License	$0.00	n/a	$158.00	F
Total Past Due Amount						$151,482.96	

In addition, Provider made wire payments to you on April 26, 2024 (the "April Sweep") in the amount of $71,121.05 (the "April Sweep Amount") and on May 20, 2024 (the "May Sweep") in the amount of $230,062.34 (the "May Sweep Amount"). The May Sweep Amount also included the April Sweep Amount because the April Sweep originally was not accepted by your bank. However, both the April Sweep and the May Sweep ultimately were deposited in your accounts, resulting in an overpayment to you of the April Sweep Amount of $71,121.05.

Based on the foregoing, demand is again made for the immediate payment of $**222,604.01**, comprised of the Past Due Amount and the April Sweep Amount, to Provider. Unless this matter is resolved or, in Seller's and Provider's sole discretion, material progress is being made with respect to such resolution on or prior to **Tuesday, October 15, 2024**, Seller and Provider have instructed us to seek intervention of the Court to compel MRKS's performance under the Agreements as applicable.

Seller and Provider reserve all rights to supplement this demand for payment and performance if additional amounts or performance appear to be due under the Agreements or applicable law, and all other rights are reserved by the Seller and Provider.

We hope that MRKS will take advantage of this opportunity to resolve this matter without the need for litigation or Court involvement. Please contact me at eseitz@mwe.com or at 214-295-8081 to discuss further.

Sincerely,



Eric C. Seitz

cc: Sybil Rajan (sybil.rajan@usagenesiscare.com)
Amanda Jester (ajester@mwe.com)
Chuck Gibbs (crgibbs@mwe.com)

Counsel for US Cancer Care, Inc. and GenesisCare USA, Inc.

Exhibit A

Invoice

Page: 1

GenesisCare USA of Florida, LLC
1419 SE 8th TERRACE SUITE 200
CAPE CORAL, FL 33990

GenesisCare

FEIN#: [redacted]5899

Number: 0000010153
Date: 4/24/2024

Customer: MRKS-01

Sold To	Ship To
MRKS, Inc. 24591 Silver Coud Ct, Ste 125 Monterey, CA 93940 USA	MRKS, Inc. 24591 Silver Coud Ct, Ste 125 Monterey, CA 93940 USA

Customer P.O.	Ship Via	F.O.B.	Terms
			NET 15

Description	Qty Shipped	Price	Amount
Cost of Travel and Accommodations	1.00	10,314.49000	10,314.49

Please remit EFT payment via:
Wells Fargo Bank GenesisCare USA of Florida, LLC
ABA: [redacted] Acct: [redacted]7281

For any questions regarding your invoice, please send message to our Account Receivable Team at **US_Revenue_Team@usa.genesiscare.com**

Subtotal	10,314.49
Freight	0.00
Sales Tax	0.00
Payment/Credit Amount	0.00
Balance	10,314.49

Cost of Travel and Accommodations - Breaks down

		GC RT Locums rate	ELB charge	Difference	
4/12 (3/25-4/5)	[redacted]	9345.6	4,887.33	4,458.27	
				subtotal:	*4,458.27*
3/29 (3/12-3/22)	[redacted]	8124.3	4,889.41	3,234.89	
	[redacted]	7752.6	5,131.27	2,621.33	
				subtotal:	*5,856.22*
				Total:	**10,314.49**

Exhibit B

Invoice

****Reprint****

GenesisCare USA of Florida, LLC
1419 SE 8th TERRACE SUITE 200
CAPE CORAL, FL 33990

FEIN#: [redacted]5899

Number: 0000010160
Date: 4/29/2024

Customer: MRKS-01

Sold To	Ship To
MRKS, Inc. 24591 Silver Coud Ct, Ste 125 Monterey, CA 93940 USA	MRKS, Inc. 24591 Silver Coud Ct, Ste 125 Monterey, CA 93940 USA

Customer P.O.	Ship Via	F.O.B.	Terms
			NET 15

Description	Qty Shipped	Price	Amount
Pass through Cost-Engineering	1.00	5,580.00000	5,580.00
LAST ITEM			
Payment/Credit from Document:			
0000010166-CM 4,203.03			

Please remit EFT payment via:
Wells Fargo Bank GenesisCare USA of Florida, LLC
ABA: [redacted] Acct: [redacted]7281

For any questions regarding your invoice, please send message to our Account Receivable Team at **US_Revenue_Team@usa.genesiscare.com**

Subtotal	5,580.00
Freight	0.00
Sales Tax	0.00
Payment/Credit Amount	4,203.03
Balance	1,376.97

Credit Memo

GenesisCare

GenesisCare USA of Florida, LLC
1419 SE 8th TERRACE SUITE 200
CAPE CORAL, FL 33990

FEIN#: [redacted]5899

Number: 0000010166
Date: 4/29/2024

Customer: MRKS-01

Sold To	Ship To
MRKS, Inc. 24591 Silver Coud Ct, Ste 125 Monterey, CA 93940 USA	MRKS, Inc. 24591 Silver Coud Ct, Ste 125 Monterey, CA 93940 USA

Customer P.O.	Ship Via	F.O.B.	Terms
			IMMEDIATE

Description	Qty Shipped	Price	Amount
Real Estate Tax Proation	1.00	4,203.03000	4,203.03

Please remit EFT payment via:
Wells Fargo Bank GenesisCare USA of Florida, LLC
ABA: [redacted] Acct: [redacted]7281

For any questions regarding your invoice, please send message to our Account Receivable Team at **US_Revenue_Team@usa.genesiscare.com**

Subtotal	4,203.03
Freight	0.00
Sales Tax	0.00
Payment/Credit Amount	0.00
Balance	4,203.03

TBUN2WEB 1.2.005

MONTEREY COUNTY 2023 - 2024 PROPERTY TAX BILL

09/28/2023 6:46:07AM

MARY A. ZEEB Treasurer-Tax Collector

P.O. Box 891, Salinas, CA 93902-0891, (831) 755-5057, www.co.monterey.ca.us/taxcollector

SECURED TAX ROLL FOR FISCAL YEAR JULY 1, 2023 - JUNE 30, 2024

PROPERTY INFORMATION				IMPORTANT MESSAGES
ASMT NUMBER:	002-721-023-000	TAX RATE AREA:	005001	Original bill date 09/18/2023
ORIG ASMT:	002-721-023-000	ACRES:	0.00	
FEE NUMBER:	002-721-023-000			
LOCATION:				
OWNER JAN. 1st:	CROMG PARTNERS			
CROMG PARTNERS				

2023-2024

COUNTY VALUES, EXEMPTIONS, AND TAXES

PHONE #	DESCRIPTION	PRIOR	CURRENT	BILLED
VALUATIONS (831) 755-5035	LAND	0	225810	225810
TAX RATES (831) 755-5040		0	0	0
EXEMPTIONS (831) 755-5035		0	0	0
PAYMENTS (831) 755-5057	STRUCTURAL IMPROVEMENTS	0	1652683	1652683
PERS PROP (831) 755-5035		0	0	0
ADDR CHGS (831) 755-5035				0
GENERAL INQ (831) 755-5057		0	0	0
		0	0	0
	NET TAXABLE VALUE			1878493
	VALUES X TAX RATE PER $100 1.000000			$18,784.92

DUPLICATE COPY

VOTER APPROVED TAXES / TAXING AGENCY DIRECT CHARGES & SPECIAL ASSESSMENTS / FEES

PHONE #	CODE	DESCRIPTION	ASSESSED VALUE	X	TAX RATE / 100	=	TAX AMOUNT
(831) 796-7600	11700	Salinas UHS 14AB 17Ref 20A	1878493		0.033842		$635.70
(831) 796-7600	11710	Salinas UHMS 06RefA	1878493		0.044783		$841.24
(831) 755-6700	12000	Hartnell 02CD 14Ref A 15Ref AB 16Ref AB	1878493		0.033134		$622.40
(831) 753-5600	12600	Salinas City ESD 06BCD GoRefA 22A	1878493		0.029991		$563.36

PHONE #	DESCRIPTION	DIR CHRG	PHONE #	DESCRIPTION	DIR CHRG	PHONE #	DESCRIPTION	DIR CHRG
(831) 755-4860	MCWRA Zone 2Y	$34.98	(831) 755-4860	MCWRA Zone 2Z	$106.08	(831) 755-4860	MCWRA Zone 2C Op	$10.92
(831) 755-4860	MCWRA Zone 2C Spray	$1.22	(831) 755-4860	MCWRA Zone 2C Di	$2.64	(831) 755-4860	MCWRA Zone 2C Ad	$9.74
(800) 273-5167	NoSalinasValleyMosquitoA	$8.94	(831) 471-7526	SVBGSA Groundwate	$3.88	(831) 471-7526	180/400 Subbasin Tie	$1.32

AGENCY TAXES	$2,662.70
DIRECT CHARGES	$218.70
FEES	$0.00
PENALTY & COST	$0.00
AGENCY TAXES + DIRECT CHARGES + FEES + PENALTY + COST + DELINQUENT PENALTIES	$2,881.40

1st INSTALLMENT $10,833.16	2nd INSTALLMENT $10,833.16	TOTAL TAXES
DELINQUENT AFTER 12/10/2023	DELINQUENT AFTER 04/10/2024	$21,666.32

MONTEREY COUNTY SECURED PROPERTY TAXES - 2ND INSTALLMENT PAYMENT STUB

ASMT NUMBER: 002-721-023-000
ORIG ASMT: 002-721-023-000
FEE NUMBER: 002-721-023-000
LOCATION:
CURRENT OWNER: CROMG PARTNERS

TAX YEAR: 2023

MAKE CHECK PAYABLE TO:
County of Monterey Treasurer-Tax Collector
P.O. Box 891
Salinas, CA 93902-0891

2023-2024

2ND

IF PAID BY 04/10/2024 $10,833.16

DELINQUENT AFTER 04/10/2024 (INCLUDES 10% PENALTY OF $1083.31 AND $20.00 COST) $11936.47

00272102300022023000001083316420000119364712O230

CUT HERE

MONTEREY COUNTY SECURED PROPERTY TAXES - 1ST INSTALLMENT PAYMENT STUB

ASMT NUMBER: 002-721-023-000
ORIG ASMT: 002-721-023-000
FEE NUMBER: 002-721-023-000
LOCATION:
CURRENT OWNER: CROMG PARTNERS

TAX YEAR: 2023

MAKE CHECK PAYABLE TO:
County of Monterey Treasurer-Tax Collector
P.O. Box 891
Salinas, CA 93902-0891

2023-2024

1ST

IF PAID BY 12/10/2023 $10,833.16

DELINQUENT AFTER 12/10/2023 (INCLUDES 10% PENALTY OF $1083.31 AND $0.00 COST) $11916.47
TO PAY TOTAL TAXES, RETURN BOTH STUBS BY 12/10/2023 $21666.32

00272102300022023000001083316410000119164752O230

Exhibit C

Invoice

Page: 1

GenesisCare USA of Florida, LLC
1419 SE 8th TERRACE SUITE 200
CAPE CORAL, FL 33990

FEIN#: [redacted]5899

Number 0000010277
Date 6/6/2024

Customer MRKS-01

Sold To	Ship To
MRKS, Inc. 24591 Silver Coud Ct, Ste 125 Monterey, CA 93940 USA	MRKS, Inc. 24591 Silver Coud Ct, Ste 125 Monterey, CA 93940 USA

Customer P.O	Ship Via	F.O.B	Terms
			10 days due

Description	Qty Shipped	Price	Amount
Employee Leaseback 05/31/24	1.00	136,709.06000	136,709.06

Please remit EFT payment via:
Wells Fargo Bank GenesisCare USA of Florida, LLC
ABA: [redacted] Acct: [redacted]7281

For any questions regarding your invoice, please send message to our Account Receivable Team at **US_Revenue_Team@usa.genesiscare.com**

Subtotal	136,709.06
Freight	0.00
Sales Tax	0.00
Payment/Credit Amount	0.00
Balance	136,709.06

COMPANY CODE	NAME	POSITION ID	STATUS	ASSOCIATE ID	DEPARTMENT	WORKED IN LOCATION	LOCATION	DIST #	PAY DATE	TOTAL EARNINGS	TOTAL EMPLOYER TAX	TOTAL EMPLOYER BENEFITS	Workers Comp Expense	General Liability Expense
XYW	[redacted]	XYW200057	T-Terminated	[redacted]	3103	05755	05755 - CC1 | Salinas [ONCURE]	1	05/31/2024	5,380.34	529.96	161.41	12.86	3.82
XYW		XYW200203	T-Terminated		3103	05755	05755 - CC1 | Salinas [ONCURE]	1	05/31/2024	5,245.85	401.31	104.91	12.54	3.82
XYW		XYW200456	T-Terminated		3104	05755	05755 - CC1 | Salinas [ONCURE]	1	05/31/2024	6,446.17	493.13	193.39	14.12	3.82
XYW		XYW200541	T-Terminated		3201	05755	10947 - RTADM | RT LOB Admin	1	05/31/2024	46,757.88	3,576.98	1,402.74	112.22	3.82
XYW		XYW200555	T-Terminated		3202	05755	10947 - RTADM | RT LOB Admin	1	05/31/2024	45,182.44	3,456.46	1,355.47	108.44	3.82
XYW		XYW201534	T-Terminated		3101	05755	05755 - CC1 | Salinas [ONCURE]	1	05/31/2024	14,195.40	1,085.95	425.86	30.31	3.82
										$ 123,208.08	$ 9,543.79	$ 3,643.78	$ 290.49	$ 22.92

TOTAL:	$ 136,709.06

Exhibit D

Invoice

Page: 1

GenesisCare USA of Florida, LLC
1419 SE 8th TERRACE SUITE 200
CAPE CORAL, FL 33990

GenesisCare

FEIN#: [redacted]5899

Number: 0000010546
Date: 6/26/2024

Customer: MRKS-01

Sold To	Ship To
MRKS, Inc. 24591 Silver Coud Ct, Ste 125 Monterey, CA 93940 USA	MRKS, Inc. 24591 Silver Coud Ct, Ste 125 Monterey, CA 93940 USA

Customer P.O.	Ship Via	F.O.B.	Terms
			NET 15

Description	Qty Shipped	Price	Amount
Other Pass-Through Cost RSA (April-May)	1.00	11,820.25000	11,820.25

Please remit EFT payment via:
Wells Fargo Bank GenesisCare USA of Florida, LLC
ABA: [redacted] Acct: [redacted]7281

For any questions regarding your invoice, please send message to our Account Receivable Team at **US_Revenue_Team@usa.genesiscare.com**

Subtotal	11,820.25
Freight	0.00
Sales Tax	0.00
Payment/Credit Amount	0.00
Balance	11,820.25

RSA

465 Forum Pkwy
Rural Hall, NC 27045
800-320-4332
accounting@rsainc.net
www.rsa-inc.com

INVOICE

Invoice No.:	INV-19030
Date:	05/23/2024
Due Date:	06/22/2024
Terms:	Net 30
Customer PO:	

BILL TO
GenesisCare USA
2234 Colonial Blvd.
Fort Meyers, FL 33907

Notes:
CC9 Varian 21iX-S (S/N: 141030) TSA Service Period 4/1/24-4/30/24

SUBTOTAL	$7,916.67
TAX	$732.29
TOTAL	$8,648.96
PREPAYMENTS	$0.00
INVOICE TOTAL	$8,648.96

PAY BY ACH OR WIRE:

Account Holder: RS&A
Pinnacle Bank Routing Number: [redacted]
Account Number: [redacted]4728
Pinnacle International Swift Number: [redacted]

PAY BY MAIL:
RS&A
P.O. Box 531030
Atlanta, GA 30353-1030

For Overnight/Express Delivery:
RS&A
ATTN: Lockbox #531030
100 Southcrest Drive
Stockbridge, GA 30281

RSA

465 Forum Pkwy
Rural Hall, NC 27045
800-320-4332
accounting@rsainc.net
www.rsa-inc.com

INVOICE

Invoice No.:	INV-19037
Date:	05/23/2024
Due Date:	06/22/2024
Terms:	Net 30
Customer PO:	

BILL TO
GenesisCare USA
2234 Colonial Blvd.
Fort Meyers, FL 33907

Notes:
CC9 Varian 21iX-S (S/N: 141030) TSA Service Period 5/1/24 - 5/11/24

SUBTOTAL	$2,902.78
TAX	$268.51
TOTAL	$3,171.29
PREPAYMENTS	$0.00
INVOICE TOTAL	$3,171.29

PAY BY ACH OR WIRE:

Account Holder: RS&A
Pinnacle Bank Routing Number: [redacted]
Account Number: [redacted]4728
Pinnacle International Swift Number: [redacted]

PAY BY MAIL:
RS&A
P.O. Box 531030
Atlanta, GA 30353-1030

For Overnight/Express Delivery:
RS&A
ATTN: Lockbox #531030
100 Southcrest Drive
Stockbridge, GA 30281

Exhibit E

Invoice

Page: 1

GenesisCare USA of Florida, LLC
1419 SE 8th TERRACE SUITE 200
CAPE CORAL, FL 33990

GenesisCare

FEIN#: [redacted]5899

Number: 0000010556
Date: 6/27/2024

Customer: MRKS-01

Sold To	Ship To
MRKS, Inc. 24591 Silver Coud Ct, Ste 125 Monterey, CA 93940 USA	MRKS, Inc. 24591 Silver Coud Ct, Ste 125 Monterey, CA 93940 USA

Customer P.O.	Ship Via	F.O.B.	Terms
			NET 15

Description	Qty Shipped	Price	Amount
Pass Through Cost (Detail 062724)	1.00	158.00000	158.00

Please remit EFT payment via:
Wells Fargo Bank GenesisCare USA of Florida, LLC
ABA: [redacted] Acct: [redacted]7281

For any questions regarding your invoice, please send message to our Account Receivable Team at **US_Revenue_Team@usa.genesiscare.com**

Subtotal	158.00
Freight	0.00
Sales Tax	0.00
Payment/Credit Amount	0.00
Balance	158.00

INVOICE

Medical Technology Solutions
dba CME
204 37TH Ave North #422
St Petersburg, FL 33704

accounting@1st-dragon.com
813-962-3829
www.1st-dragon.com

1ST DRAGON
Computers Made Effective

Over 25 Years Service & Experience

Bonnie Saxman:GenesisCare USA

Bill to
Donna Estelle
GenesisCare USA
2234 Colonial Blvd
Fort Myers, FL 33907

Ship to
Johni Alvarez
Salinas Radiation Oncology
1069 Los Palos Drive
Salinas, CA 93901

Invoice details
Invoice no.: 13892-0524
Terms: ACH - Net 20
Invoice date: 05/13/2024
Due date: 06/02/2024

P.O. Number: 05754P7259000

#	Date	Product or service	Description	Qty	Rate	Amount
1.		DMO 3	Dragon Medical - DMO3 / Dragon Medical 3-Year user License Monthly Fee	1	$79.00	$79.00

Total **$79.00**

Note to customer
Provider Jacob Andrade

Medical Technology Solutions dba CME
204 37TH Ave North #422
St Petersburg, FL 33704
813-962-3829
accounting@1st-dragon.com

Invoice

1ST DRAGON
Computers Made Effective

Over 25 Years

BILL TO	SHIP TO
Donna Estelle GenesisCare USA 2234 Colonial Blvd Fort Myers, FL 33907	[redacted] Salinas Radiation Oncology 1069 Los Palos Dr Salinas, CA 93436

INVOICE #	DATE	TOTAL DUE	DUE DATE	TERMS	ENCLOSED
13032-0424	04/11/2024	$79.00	05/01/2024	ACH - Net 20	

P.O. NUMBER
05754P7223229

DESCRIPTION	QTY	PRICE EACH	AMOUNT
Dragon Medical - DMO3 / Dragon Medical 3-Year user License Monthly Fee	1	79.00	79.00
Provider Kenneth Biehl	BALANCE DUE		**$79.00**

Exhibit F

Invoice

Page: 1

GenesisCare USA of Florida, LLC
1419 SE 8th TERRACE SUITE 200
CAPE CORAL, FL 33990

GenesisCare

FEIN#: [redacted]5899

Number: 0000010708
Date: 8/16/2024

Customer: MRKS-01

Sold To	Ship To
MRKS, Inc. 24591 Silver Coud Ct, Ste 125 Monterey, CA 93940 USA	MRKS, Inc. 24591 Silver Coud Ct, Ste 125 Monterey, CA 93940 USA

Customer P.O.	Ship Via	F.O.B.	Terms
			NET 15

Description	Qty Shipped	Price	Amount
Pass-Through Costs 08.01.24	1.00	158.00000	158.00

Please remit EFT payment via:
Wells Fargo Bank GenesisCare USA of Florida, LLC
ABA: [redacted] Acct: [redacted]7281

For any questions regarding your invoice, please send message to our Account Receivable Team at **US_Revenue_Team@usa.genesiscare.com**

Subtotal	158.00
Freight	0.00
Sales Tax	0.00
Payment/Credit Amount	0.00
Balance	158.00

INVOICE

Medical Technology Solutions
dba CME
204 37TH Ave North #422
St Petersburg, FL 33704

accounting@1st-dragon.com
813-962-3829
www.1st-dragon.com

1ST DRAGON
Computers Made Effective

Over 25 Years Service & Experience

Bonnie Saxman:GenesisCare USA

Bill to
Donna Estelle
GenesisCare USA
2234 Colonial Blvd
Fort Myers, FL 33907

Ship to
Johni Alvarez
Salinas Radiation Oncology
1069 Los Palos Drive
Salinas, CA 93901

Invoice details
Invoice no.: 13892-0624
Terms: ACH - Net 20
Invoice date: 06/11/2024
Due date: 07/01/2024

P.O. Number: 05754P7259000

#	Date	Product or service	Description	Qty	Rate	Amount
1.		DMO 3	Dragon Medical - DMO3 / Dragon Medical 3-Year user License Monthly Fee	1	$79.00	$79.00

Total **$79.00**

Note to customer
Provider Jacob Andrade

INVOICE

Medical Technology Solutions
dba CME
204 37TH Ave North #422
St Petersburg, FL 33704

accounting@1st-dragon.com
813-962-3829
www.1st-dragon.com

1ST DRAGON
Computers Made Effective

Over 25 Years

Bonnie Saxman:GenesisCare USA

Bill to
Donna Estelle
GenesisCare USA
2234 Colonial Blvd
Fort Myers, FL 33907

Ship to
[redacted]
Salinas Radiation Oncology
1069 Los Palos Dr
Salinas, CA 93436

Invoice details
Invoice no.: 13032-0624
Terms: ACH - Net 20
Invoice date: 06/11/2024
Due date: 07/01/2024

P.O. Number: 05754P7223229

#	Date	Product or service	Description	Qty	Rate	Amount
1.		DMO 3	Dragon Medical - DMO3 / Dragon Medical 3-Year user License Monthly Fee	1	$79.00	$79.00

Total **$79.00**

Note to customer
Provider Kenneth Biehl

Exhibit C

Transaction Notice

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION

In re:	)	Chapter 11
GENESIS CARE PTY LIMITED, *et al.*,[1]	)	Case No. 23-90614 (MI)
Debtors.	)	(Jointly Administered)

NOTICE OF WINNING BIDDERS FOR CERTAIN OF THE DEBTORS' ACQUIRED ASSETS

PLEASE TAKE NOTICE OF THE FOLLOWING:

On July 19, 2023, the United States Bankruptcy Court for the Southern District of Texas (the "Court") entered the *Order (I) Approving the Bidding Procedures, (II) Approving Bid Protections, (III) Establishing Related Dates and Deadlines, (IV) Approving the Form and Manner of Notice Thereof, (V) Approving Contract Assumption and Assignment Procedures, and (VI) Granting Related Relief* [Docket No. 321] (the "Bidding Procedures Order"),[2] by which the Court approved procedures setting forth the process by which the Debtors are authorized to conduct a marketing and auction process for the sale (each, a "Sale") of certain of the Debtors' assets (the "Acquired Assets") through one or more Investment Agreements or Asset Purchase Agreements (each, a "Sale Transaction," and such purchase agreements, each a "Purchase Agreement").

On November 22, 2023, the Court entered the *Order (I) Approving the First Amended Disclosure Statement and (II) Confirming the First Amended Joint Plan of Genesis Care Pty Limited and Its Debtor Affiliates Pursuant to Chapter 11 of the Bankruptcy Code (Further Technical Modifications)* [Docket No. 1192] (the "Confirmation Order").

[1] A complete list of each of the Debtors in these chapter 11 cases may be obtained on the website of the Debtors' proposed claims and noticing agent at https://restructuring.ra.kroll.com/GenesisCare. The location of Debtors' principal place of business and the Debtors' service address in these chapter 11 cases is: 1419 SE 8th Terrace, Suite 200, Cape Coral, Florida 33990.

[2] Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Bidding Procedures Order or the relevant Purchase Agreement.

The Debtors, in consultation with the Consultation Parties, selected the following Winning Bidders with respect to the Acquired Assets.

Acquired Asset(s)[3]	Winning Bidder	Key Terms of Proposed Sale
Five practices in California: • 100 Casa Street, Suite C, San Luis Obispo, CA 93405; • 1316 Nelson Ave, Modesto CA 95350; • 1575 Soquel Drive, Suite 100, Santa Cruz, CA 95065; • 274 Heather Court, Suite A, Templeton, CA 93465; and • 4722 Qual Lakes Drive, Suite B, Stockton, CA 95207.	Sutter Health	Sutter Health shall purchase the Acquired Assets together with the Assumed Liabilities on the terms and conditions set forth in the applicable Purchase Agreement and the Plan, subject to entry and terms of the Sale Order.
Sixty percent of the equity interests of GenesisCare USA Salinas Valley Memorial Radiation Therapy Management, LLC ("Salinas Valley") owned by U.S. Cancer Care, Inc. (the "Salinas Valley Equity Interests"), as well as certain Acquired Contracts.	MRKS, Inc.	MRKS, Inc. shall acquire one hundred percent of the Salinas Valley Equity Interests and certain Assigned Contracts on the terms and conditions set forth in the applicable Purchase Agreement, the Plan, and the Confirmation Order.
Fifty percent of the equity interests of Vidant Radiation Oncology, LLC ("Vidant") owned by North Carolina Radiation Therapy Management Services, LLC (the "Vidant Equity Interests"), as well as certain assigned contracts and other assets.	Pitt County Memorial Hospital d/b/a ECU Health Medical Center ("ECU")	ECU shall acquire one hundred percent of the Vidant Equity Interests and certain assigned contracts and other assets on the terms and conditions set forth in the applicable Purchase Agreement, the Plan, the Confirmation Order, and subject to the entry and terms of the Sale Order.

Pursuant to Section XVII of the Bidding Procedures, the Debtors reserved the right to modify the Bidding Procedures in their reasonable business judgment in any manner that would best promote the goals of the Bidding Procedures, which included canceling the Auction. As such, the Debtors, in accordance with the Bidding Procedures Order and in consultation with the Consultation Parties, elected to forgo an Auction with respect to the sale of the Acquired Assets discussed herein.

[3] A complete list of the applicable Acquired Assets for the Winning Bidders is set forth in the relevant Purchase Agreement and Schedules.

Pursuant to Paragraph 108 of the Confirmation Order, the Debtors, Purchasers, the Reorganized Debtors, and the Post Effective Date Debtors, as applicable, are authorized to enter into Purchase Agreements or any other ancillary documents that were not yet entered into as of the date of entry of the Confirmation Order. Additionally, pursuant to Paragraph 117 of the Confirmation Order, prior to the Applicable Effective Date, the Debtors, the Reorganized Debtors, and the Post Effective Date Debtors, as applicable, are authorized to File in the Plan Supplement subsequent Purchase Agreements and take all actions necessary or appropriate to close and consummate the sale transactions contemplated by such Purchase Agreements, in each case without further application to or order of the Bankruptcy Court.

This notice is subject to the terms and conditions of the Bidding Procedures Motion and the Bidding Procedures Order, with such Bidding Procedures Order controlling in the event of any conflict, and the Debtors encourage parties in interest to review such documents in their entirety. Parties interested in receiving more information regarding the sale or other disposition of the Acquired Assets may make a written request to Kroll Restructuring Administration LLC ("Kroll") (the notice and claims agent retained in these chapter 11 cases) by calling (833)-744-6948.

Copies of the Bidding Procedures Motion, the Bidding Procedures Order, this notice, and any other related documents are available: (a) upon request to Kroll by calling (833)-744-6948; (b) by visiting the Debtors' restructuring website at https://restructuring.ra.kroll.com/GenesisCare; or (c) for a fee via PACER by visiting https://ecf.txsb.uscourts.gov.

Houston, Texas
December 11, 2023

/s/ Jennifer F. Wertz

JACKSON WALKER LLP
Matthew D. Cavenaugh (TX Bar No. 24062656)
Jennifer F. Wertz (TX Bar No. 24072822)
Genevieve M. Graham (TX Bar No. 24085340)
1401 McKinney Street, Suite 1900
Houston, Texas 77010
Telephone: (713) 752-4200
Facsimile: (713) 752-4221
Email: mcavenaugh@jw.com
jwertz@jw.com
ggraham@jw.com

Co-Counsel to the Debtors and Debtors in Possession

KIRKLAND & ELLIS LLP
KIRKLAND & ELLIS INTERNATIONAL LLP
Joshua A. Sussberg, P.C. (admitted *pro hac vice*)
Steven N. Serajeddini, P.C. (admitted *pro hac vice*)
601 Lexington Avenue
New York, New York 10022
Telephone: (212) 446-4800
Facsimile: (212) 446-4900
Email: joshua.sussberg@kirkland.com
steven.serajeddini@kirkland.com

- and -

KIRKLAND & ELLIS LLP
KIRKLAND & ELLIS INTERNATIONAL LLP
Jaimie Fedell (admitted *pro hac vice*)
300 North LaSalle Street
Chicago, Illinois 60654
Telephone: (312) 862-2000
Facsimile: (312) 862-2200
Email: jaimie.fedell@kirkland.com

Co-Counsel to the Debtors and Debtors in Possession

Certificate of Service

I certify that on December 11, 2023, I caused a copy of the foregoing document to be served by the Electronic Case Filing System for the United States Bankruptcy Court for the Southern District of Texas.

/s/ Jennifer F. Wertz
Jennifer F. Wertz