

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF OHIO
WESTERN DIVISION**

In re:

The Bellevue Hospital,

Debtor.

Case No. 25-30191

Chapter 11

Judge Mary Ann Whipple

**APPLICATION OF FISHER-TITUS HEALTH FOR ALLOWANCE AND PAYMENT
OF ADMINISTRATIVE EXPENSE CLAIM PURSUANT TO 11 U.S.C. § 503**

Fisher-Titus Health (“Fisher-Titus”) files this application (“Application”) to request an order, substantially in the form attached hereto as **Exhibit A**, granting the allowance and payment of Fisher-Titus’s substantial contribution administrative expense claim, in the amount of \$618,877.78 (the “Administrative Expense Claim”), pursuant to sections 503(b)(3)(D) and (4) of title 11 of the United States Code (the “Bankruptcy Code”).

In support of this Application, Fisher-Titus submits the Declaration of Brent Burkey, M.D. (the “Burkey Decl.”), CEO of Fisher-Titus, and states as follows:

PRELIMINARY COMMENTS

1. When this bankruptcy case was filed, the Debtor proposed a transaction that paid unsecured creditors \$0 and required its senior secured lender to accept a \$2.6 million haircut.
2. Now, however, as a direct result of Fisher-Titus’s substantial contribution to the case, the senior lender’s \$17.6 million secured claim has been paid in full, a \$6.5 million GUC Fund has been established promising significant (possibly full) payment to general unsecured creditors in the very near future, an additional \$1 million capital commitment was obtained, and an amended plan has been confirmed that allows the case to be expeditiously concluded.

3. That is an extraordinary result. It would not have been possible without Fisher-Titus's efforts.

4. For these reasons, and for the reasons set forth below, Fisher-Titus respectfully submits that this Application should be granted, and that it should receive an allowed Administrative Expense Claim in the amount of \$618,877.78.

JURISDICTION AND VENUE

5. This Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334. Venue is proper pursuant to 28 U.S.C. §§ 1408 and 1409. This is a core proceeding pursuant to 28 U.S.C. § 157.

STATEMENT OF FACTS

A. The Parties.

6. Fisher-Titus was founded more than one hundred years ago. It is an Ohio not-for-profit corporation that has long been dedicated to providing high quality medical care to patients throughout North Central Ohio. Fisher-Titus owns and operates several medical facilities located in Bellevue, Norwalk, Wakeman, Willard, Milan, and Sandusky, Ohio. Fisher-Titus offers a vast array of critical healthcare services that benefit the rural and surrounding communities in which it operates. (Burkey Decl., ¶ 2.)

7. Fisher-Titus is one of the Debtor's largest unsecured creditors. (*See* Claims Reg., Claim Nos. 133 and 134; Burkey Decl., at ¶ 3.) Fisher-Titus is one of the Debtor's primary suppliers of healthcare services, including urology and surgical services. (*Id.*) Prior to the Debtor's bankruptcy, Fisher-Titus also held a 20% minority membership interest in the Debtor. (*See* Decl. of Sara K. Brokaw, Dkt. No. 35, ¶ 5.) Fisher-Titus received that membership interest in exchange

for a \$7.5 million investment in the Debtor that enabled the Debtor to construct its current acute care hospital facility. (*See id.*, ¶ 5 n.2.)

8. The Debtor operates that hospital in Bellevue, Ohio. Among other services, the Debtor provides cancer and infusion, cardiac and pulmonary rehab, diagnostic imaging, emergency, laboratory, occupational health, orthopedics, rehabilitation and respiratory therapy, and surgery. (*See id.*)

9. On February 5, 2025 (the “Petition Date”), the Debtor filed a voluntary petition for bankruptcy relief under chapter 11 of the Bankruptcy Code. No committee of unsecured creditors was appointed. (*See* Notice of Inability to Appoint Creditors’ Committee, Dkt. No. 202.)

B. The Debtor’s Original Plan.

10. At the outset of this case, the Debtor proposed a restructuring transaction pursuant to which Firelands Regional Health Systems (“Firelands”) was to become the sole member of the Debtor in exchange for a \$15 million payment to the Debtor’s senior secured creditor—Fifth Third Bank, N.A. and The Bank of New York Mellon Trust Company, N.A. as trustee (collectively, the “Senior Secured Creditor”)—and a commitment to contribute up to \$15 million toward future capital investments and improvements at the Debtor over time (the “Stalking Horse Bid”). (*See* Motion for Entry of an Order (A) Authorizing the Assumption of the Restructuring Support Agreement, (B) Approving Bid Procedures and Scheduling an Auction, and (C) Granting Related Relief, at Ex. B (Dkt. No. 75) (the “Bid Procedures Motion”); Disclosure Statement for Chapter 11 Plan of Reorganization of The Bellevue Hospital, at Ex. A (Dkt. No. 159) (the “Disclosure Statement”).)

11. The Stalking Horse Bid left the Senior Secured Creditor undersecured by approximately \$2.6 million. (*See* Bid Procedures Motion, Dkt. No. 75, ¶ 21.) The Stalking Horse

Bid also did not set aside any cash for the Debtor's general unsecured creditors. Instead, unsecured creditors were to receive their pro rata share of net proceeds recovered from certain avoidance actions in the future, after those actions were settled or prosecuted by an Estate Representative. (See Chapter 11 Plan of Reorganization of The Bellevue Hospital, Dkt. No. 158, Art. IV (the "Original Plan"); see Disclosure Statement, Dkt. No. 159.) The Original Plan provided no seed money to fund the Estate Representative's efforts to pursue any causes of action retained under the Original Plan or to administer and wind up the Debtor's estate. (*Id.*)

12. In light of the foregoing, unsecured creditors were deemed to have rejected the Original Plan and were not entitled to vote on it. (See Order Granting Motion for Entry of an Order (A) Approving Proposed Confirmation Procedures, and (B) Granting Related Relief, at ¶¶ 3-4 (Dkt. No. 78).)

13. The Stalking Horse Bid was subject to higher and better offers through a fast-tracked, expedited bidding process. A variety of procedures were established for submitting qualified competing bids for the Debtor and/or its assets. (See Agreed Order Granting Motion for Entry of an Order (A) Authorizing the Assumption of the Restructuring Support Agreement, (B) Approving Bid Procedures and Scheduling an Auction, and (C) Granting Related Relief (Dkt. No. 127).¹)

14. The Bid Procedures required any potential bidder to submit an "Alternative Transaction Proposal" by March 28, 2025 (the "Bid Deadline"). Upon receipt of any Alternative Transaction Proposal, the Debtor, Senior Secured Creditor, any creditor committee, and the United States Trustee (the "U.S. Trustee" and together with the Debtor and the Senior Secured Creditor,

¹ The bidding and related procedures approved by the Court are referred to herein as the "Bid Procedures")

the “Consultation Parties”) were required to meet and discuss the merits of such proposal. (See Bid Procedures Motion, Dkt. No. 75, at ¶ 27; *see also* Bid Procedures Order, Dkt. No. 127.)

15. Throughout the months of February and March 2025, Fisher-Titus and its professional advisors engaged in extensive efforts to develop a qualified competing bid that provided a better return for the Senior Secured Creditor, a guaranteed return for the unsecured creditors (many of whom are integral to the Debtor’s ongoing operations), and an orderly process by which this bankruptcy case could be efficiently wound up. (Burkey Decl., at ¶ 4.)

16. On March 28, 2025, Fisher-Titus timely submitted its initial bid (the “FT Initial Bid”), which included a revised Membership Substitution Agreement (the “FT MSA”). A true and accurate copy of the FT MSA is attached to the Burkey Decl., as **Exhibit 1**. Among other things, the FT Initial Bid and FT MSA increased the payment to the Senior Secured Creditor to \$15.3 million (or \$300,000 more than the Stalking Horse Bid) and proposed to set aside \$400,000 in a GUC Fund to guarantee that unsecured creditors would receive distributions. (Burkey Decl., at ¶ 5; *id.* at Ex. 1, § 2.3(a).) The FT MSA also contemplated certain new procedures regarding the assumption of executory contracts and payment of cure amounts to those otherwise unsecured contract counterparties (the “Executory Contract Procedures”). (*Id.*, at Ex. 1, § 2.4(g).)

17. After Fisher-Titus submitted its FT Initial Bid, the Consultation Parties declared that the FT Initial Bid constituted a “Meritorious Alternative Transaction” and was the leading bid going into the Auction (defined below). (Burkey Decl., at ¶ 6.) Fisher-Titus was the only other party that overbid the Stalking Horse Bid. (See Notice of Auction Results, Successful Proposal, and Reserve Proposal, Dkt. No. 230) (the “Auction Results Notice”). On March 28, 2025, the U.S. Trustee then advised that it would not act as a “Consultation Party” during the Auction. (Burkey Decl., at ¶ 7.)

18. On April 2, 2025, pursuant to the Bid Procedures, the Debtor and its investment banker, Juniper Advisory, LLC, convened an auction (the “Auction”). Multiple rounds of bidding, over multiple days, using the bidding framework developed and proposed by Fisher-Titus, ensued. (See Auction Results Notice, Dkt. No. 230.)

19. On April 7, 2025, the Debtor announced that Firelands was the “Successful Party” with the highest and best bid at the Auction, and that Fisher-Titus was the “Reserve Party” with the proposed Reserve Proposal. Fisher-Titus’s Reserve Proposal was substantively identical to Firelands’ Successful Proposal, except that Firelands offered an additional \$1 million toward its future capital commitment. A summary of the terms of the winning bid, contrasted against the Stalking Horse Bid, is as follows:

<u>Stalking Horse Bid</u>	<u>Final “Successful Proposal”</u>	<u>Value Added</u>
• \$15,000,000 cash payment to the Senior Secured Creditor	• \$17,600,000 cash payment to the Senior Secured Creditor	= \$2,600,000
• \$0 for general unsecured creditors	• \$6,500,000 to the fund for general unsecured creditors	= \$6,500,000
• \$15,000,000 capital commitment	• \$16,000,000 capital commitment	= \$1,000,000
TOTAL ADDITIONAL VALUE		= \$10,100,000

20. Contemporaneously with its announcement of the Auction results above, the Debtor filed its First Amended Plan. (See Dkt. Nos. 227 and 228, collectively, the “Amended Plan”). The Amended Plan provided for the substantially increased economic returns described above for unsecured creditors and the Senior Secured Creditor. (*Id.*) The Amended Plan also (a) contained new, detailed procedures governing the assumption, assignment and cure of defaults under executory contracts, (b) set forth an accelerated and defined timeline within which distributions would commence, and (c) otherwise provided for the orderly conclusion of the case.

(See Amended Plan, Dkt. Nos. 227 and 228, at Arts. IV and X; Modification to First Amended Chapter 11 Plan of Reorganization of The Bellevue Hospital, Dkt. No. 232.)

21. In connection with the Amended Plan, the Debtor designated Fisher-Titus's final bid at the Auction as the Reserve Proposal. The Debtor made clear that Fisher-Titus's Reserve Proposal was “. . . a significant improvement over the [original] Stalking Horse Bid.” (Decl. of Jordan J. Shields in Support of Debtor's First Amended Chapter 11 Plan or Reorganization of The Bellevue Hospital, As Modified, at ¶¶ 11-17, Dkt. No. 236.)

22. The Amended Plan was confirmed by the Court and has now gone effective. (See Notice of Occurrence of Effective Date, Dkt. No. 291.) Distributions are scheduled to commence in short order.

23. Fisher-Titus's participation in this bankruptcy resulted in a robust bidding war that directly led to an additional \$10.1 million for the Debtor's estate, \$6.5 million of which is set aside in a GUC Fund for unsecured creditors' benefit. Fisher-Titus was the only competing bidder for the Debtor. Had Fisher-Titus declined to participate, the Stalking Horse Bid would have been the Debtor's only alternative, the Senior Secured Creditor would have received \$2.6 million less on its secured claim; the unsecured creditors would have received \$6.5 million less; and the capital commitment would have been \$1 million less. Fisher-Titus's substantial contribution “. . . maximized the estate for the benefit of the Debtor's creditors to a degree *largely unimaginable* at the beginning of this case.” (See First Application of Juniper Advisory, LLC for Allowance of Compensation as Investment Banker for Debtor, Dkt. No. 257, ¶ 29 (emphasis added) (the “Juniper Application”).)

RELIEF REQUESTED

24. Fisher-Titus seeks an order pursuant to §§ 503(b)(3)(D) and (4) of the Bankruptcy Code allowing Fisher-Titus's substantial contribution Administrative Expense Claim in the amount of \$618,877.78.

BASIS FOR RELIEF

A. The Applicable Standard.

25. Fisher-Titus should be awarded its requested Administrative Expense claim pursuant to section 503(b) of the Bankruptcy Code, which provides:

After notice and a hearing, there shall be allowed administrative expenses, other than claims allowed under section 502(f) of this title, including...(3) the actual, necessary expenses, other than compensation and reimbursement specified in paragraph (4) of this subsection, incurred by—(D) a creditor, an indenture trustee, an equity security holder, or a committee representing creditors or equity security holders other than a committee appointed under section 1102 of this title, in making a substantial contribution in a case under chapter 9 or 11 of this title[.]

11 U.S.C. § 503(b)(3)(D).

26. The Bankruptcy Code does not define the term “substantial contribution.” However, courts have uniformly stated that “[t]he focus is on whether the efforts of the applicant resulted in an actual and demonstrable benefit to the debtor’s estate and its creditors.” *See In re AmFin Fin. Corp.*, 468 B.R. 827, 832 (Bankr. N.D. Ohio 2012) (quotations and citations omitted); *see Cellular 101, Inc. v. Channel Communs., Inc. (In re Cellular 101, Inc.)*, 377 F.3d 1092, 1096-7 (9th Cir. 2004) (Primary test is “. . . the extent of benefit to the estate.”).

27. Services that “foster and enhance, rather than retard or interrupt the progress of reorganization” qualify for administrative expense treatment under section 503(b)(3)(D). *In re Service Merchandise Co.*, 256 B.R. 738, 741-3 (Bankr. M.D. Tenn. 1999) (Awarding substantial contribution claim for professional fees incurred by unofficial creditors’ committee where services

provided “immeasurable” benefit to estate); *see also In re Rail Pass Express*, 227 B.R. 136, 138 (Bankr. S.D. Ohio 1998) (Creditor entitled to its attorneys’ fees when creditor substantially contributes to debtor’s estate); *see also In re Primary Health Servs., Inc.*, 227 B.R. 479, 484–85 (Bankr. N.D. Ohio 1998) (Creditor who performed the function of a creditors’ committee entitled to allowance of professional fees and expenses where efforts positively impacted general unsecured creditors); *In re Ocean Blue Leasehold Prop. LLC*, 414 B.R. 798, 807 (Bankr. S.D. Fla. 2009) (Granting substantial contribution application); *In re Energy Partners, Ltd.*, 422 B.R. 68 (Bankr. S.D. Tex. 2009) (Awarding legal expenses where equity holder’s efforts raised distributions from 0% to 5% over originally proposed plan).

28. Where a creditor’s actions result in a benefit to the estate, “the creditor’s motivation for taking such actions has little relevancy to whether it is entitled to fees and expenses under § 503(b) for making a substantial contribution.” *Rail Pass Express*, 227 B.R. at 138 (Noting that absent the creditor’s actions to force the parties to make an arrangement to pay all creditors in short order, “. . . there would have been little incentive for the debtor to come up with a better plan[.]”). *See also Hall Financial Group, Inc. v. DP Partners, Ltd. Partnership (Matter of DP Partners Ltd. Partnership)*, 106 F.3d 667, 670-3 (5th Cir. 1997) (Competing bidder may qualify for a substantial contribution administrative claim under section 503(b) in special and unusual cases, noting that arguments to the contrary were “. . . at odds with the clear statutory language[.]” and awarding administrative claim where creditor’s actions resulted in a “bidding war” that generated \$3 million more for creditors under amended plan); *In re Kidron, Inc.*, 278 B.R. 626, 633 (Bankr. M.D. Fla. 2002); *Cellular 101*, 377 F.3d at 1098-9 (Summarizing legislative history of section 503(b), and noting that “. . . the legislative record gives no indication that a creditor’s motivation must be taken into consideration[.]”).

B. The Standard Is Met.

29. Fisher-Titus should be awarded an Administrative Expense Claim in accordance with the foregoing standards. *First*, it is an unsecured creditor, satisfying the first prong of section 503(b). (See 11 U.S.C. § 503(b); *see also* Claims Register, Claim Nos. 133 & 134.)

30. *Second*, Fisher-Titus's actions undeniably "foster[ed] and enhance[d]," and did not "retard or interrupt," the Debtor's reorganization. Fisher-Titus's active participation directly benefited the Debtor's estate. Fisher-Titus made numerous information requests that ultimately led to Debtor's provision of significant additional information through the sale process data room. This ensured that parties had properly organized and sufficient information to evaluate their interest in the Debtor. Much of that information was either not available or was differently organized when Fisher-Titus initially reviewed the data room. As information became available, Fisher-Titus engaged in a herculean effort to develop and propose the essential framework that was ultimately embodied in the Reserve Proposal, the Successful Proposal, and the Debtor's confirmed Amended Plan. At all times, Fisher-Titus adhered to the expedited timeline established by the Court in light of the case's exigencies. The sale process went forward apace, with no delays or litigated disputes, and the Court approved the Debtor's Amended Plan in accordance with all applicable milestone dates.

31. The fantastic result in this case would not have occurred without Fisher-Titus's commitment to obtaining a fair result for creditors. There is no creditors' committee in this case. The U.S. Trustee withdrew as a "Consultation Party" on the eve of the Auction. The only alternative presented to the Court prior to Fisher-Titus's involvement (the Stalking Horse Bid) required the Senior Secured Creditor to take a \$2.6 million haircut on its secured claim and paid unsecured creditors little-to-nothing (at best) on their unsecured claims. (See Original Plan, at Arts.

IV and VII.) Unsecured creditors were deemed to have rejected the Original Plan given the proposed \$0 treatment of their claims. (See Agreed Confirmation Procedures Order, Dkt. No. 78, at ¶¶ 3-4.) Those unsecured creditors include numerous vendors, medical service providers and other parties critical to the provision of quality ongoing medical care in North Central Ohio. Their financial health ensures that patients in underserved communities can continue to be served. The *only* party standing in the way of the result originally proposed was Fisher-Titus.

32. Fisher-Titus set off and thereafter drove a multi-day “bidding war” that generated \$10.1 million of value for the estate and paved the way for this case to conclude in an orderly fashion. Unsecured creditors are scheduled to receive significant (possibly full) distributions from a \$6.5 million GUC Fund in the very near future, as opposed to waiting (possibly for years) for a small, speculative recovery on undefined avoidance action settlements or judgments. (*Compare* Original Plan, at Arts. IV and VII, *with* Amended Plan, at Arts. IV and X.) The Senior Secured Creditor has now been paid in full, procedures have been implemented to address issues relating to executory contracts, and ample funds are available to fuel the effort to complete claims reconciliation and the pursuit of retained causes of action as necessary. (*Id.*). And payment of the Administrative Expense Claim will not diminish any unsecured creditor distributions. The Senior Secured Creditor has been paid, and administrative claims do not reduce the GUC Fund. (See Amended Plan, at Arts. IV and VIII; *id.*, Ex. A, at § 2.4(b).)

33. *Finally*, Fisher-Titus’s dual status as large unsecured creditor and membership interest holder, on the one hand, and competing bidder, on the other hand, is no bar to the relief sought in this Application. Even if it was relevant, Fisher-Titus had *no profit motive* when it provided the FT Initial Bid, proposed the GUC Fund and alternative structure ultimately embodied in the Amended Plan, and then actively participated in the Auction. Fisher-Titus is an Ohio non-

profit dedicated to serving the medical needs of rural and underserved North Central Ohio communities. By the Debtor's own admission, Fisher-Titus was not eligible to receive dividends from its minority membership interest the Debtor because the Debtor is itself a not-for-profit entity.² There is no prohibition against Fisher-Titus's requested Administrative Expense Claim.

34. Fisher-Titus's substantial contribution "resulted in an actual and demonstrable benefit to the debtor's estate and its creditors" under any objective formulation of that standard. The record before the Court reflects that Fisher-Titus's efforts and its Reserve Proposal were of significant value to the estate. (Decl. of Jordan J. Shields in Support of Amended Plan, at ¶¶ 3-4, Dkt. No. 236) Fisher-Titus exponentially improved the treatment of all creditors and constituencies from what was proposed at the outset of this case. Simply put, Fisher-Titus "maximized the estate for the benefit of the Debtor's creditors to a degree *largely unimaginable* at the beginning of the case." (Juniper Application, Dkt. No. 257, ¶ 29 (emphasis added)).

C. The Amount Requested is Reasonable.

35. Section 503(b)(4) provides for ". . . reasonable compensation for professional services rendered by an attorney or an accountant of an entity whose expense is allowable under subparagraph (A), (B), (C), (D), or (E) of paragraph (3) of this subsection, based on the time, the nature, the extent, and the value of such services, and the cost of comparable services other than in a case under this title, and reimbursement for actual, necessary expenses incurred by such attorney or accountant." 11 U.S.C. § 503(b)(4).

36. Fisher-Titus requests that it be awarded an Administrative Expense Claim in the amount of \$618,877.78, which amount is comprised of the portion of its fees incurred formulating

² In the Debtor's Motion for Entry of an Order (A) Approving Proposed Confirmation Procedures, and (B) Granting Related Relief, Dkt. No. 78, at ¶ 16, the Debtor stated that "since the Debtor is a not-for-profit corporation there are no equity interests junior to the claims of unsecured creditors."

and pursuing its qualified competing bid, and its related out-of-pocket expenses. Fisher-Titus does not seek any amounts incurred for other matters relating to the Debtor, any matters that relate to Fisher-Titus's large claims against the Debtor and others, or for any pre-petition professional services. Attached to the Burkey Decl. as **Exhibit 2** are the invoices supporting that the amounts requested were incurred by Fisher-Titus and describing the services rendered.³ The invoices have been redacted in certain instances to preserve relevant privileges and to eliminate any fees or expenses that do not relate to the sale process.

37. Fisher-Titus employed three (3) professionals in connection with its sale-related efforts. Kaufman Hall acted as Fisher-Titus's financial consultant. Kaufman Hall performed its services on a flat fee basis, with a milestone fee (which it earned and was paid). (Burkey Decl., at ¶ 8, and Ex. 2.) Baker & Hostetler LLP ("Baker") acted as Fisher-Titus's corporate, healthcare, regulatory and deal counsel. (*Id.*) Bernstein-Burkley, P.C. ("Bernstein") and together with Kaufman Hall and Baker, the "Firms") acted as bankruptcy counsel. (*Id.*)

38. Kaufman Hall's fee arrangement was consistent with the market for such services. Among other things, Kaufman Hall's services primarily involved developing numerous financial, business and strategic models relating to the formulation of Fisher-Titus's FT Initial Bid and multiple successive bids at the Auction, developing, organizing and proposing extensive information requests relevant to parties' evaluation of the Debtor and its assets, conducting business case and valuation analyses in connection with Fisher-Titus's bids, assessing the impact of bids on creditors to inform structural alternatives for the transaction, and analyzing what a combined Fisher-Titus/Bellevue organization would look like if a sale concluded. All of Kaufman

³ The invoices are redacted to exclude any services that are unrelated to formulating and pursuing Fisher-Titus's qualified competing bid. To the extent a narrative is only partially redacted, the corresponding time entry is also reduced to remove any time that does not pertain to Fisher-Titus's qualified competing bid.

Hall's fees, including its buy-side advisory fee, its milestone fee, and its administrative fee, were incurred and paid in connection with the services described above.

39. Baker and Bernstein each maintained daily time entries with respect to the amounts requested in this Application. Those time entries were prepared contemporaneously with the rendition of services to Fisher-Titus. Collectively, they provided a total of 524.20 hours of service in connection with Fisher-Titus's substantial contribution to the Debtor's case and estate, at a blended hourly rate of \$709.68. The services provided by Baker and Bernstein are described in detail in the invoices attached to the Burkey Decl., at Ex. 2, and fall into the following general categories: (i) assisting with the process described above, (ii) addressing matters relating to submission of a qualified bid, including a revised MSA, on an expedited basis, (iii) formulating and propounding extensive information requests that ultimately led to population of the data room used by interested parties during the bankruptcy case, (iv) formulating and proposing the GUC Fund framework, which had not been proposed by the Debtor when the sale process commenced, (v) formulating and proposing executory contract procedures, (vi) preparing a draft amended plan that corresponded with the FT Initial Bid and subsequent bids, and (vii) preparing for and attending the multi-day Auction and addressing numerous issues relating to Fisher-Titus's approved Reserve Proposal in the Auction's immediate aftermath.

40. The hourly rates of Fisher-Titus's attorneys, and the fee structure of Fisher-Titus's financial advisor are equivalent to the hourly rates and fee structures that the Firms use in other restructuring, bankruptcy, insolvency, and comparable matters, as well as similar complex corporate and litigation matters, whether in court or otherwise, regardless of whether a fee application is required. The professionals' rates and fee structures were set at a level designed to compensate them fairly for their work. The fees varied depending on the experience and seniority

of the individuals assigned. Fisher-Titus's professionals carefully coordinated their efforts with each other to ensure time spent was economical and without unnecessary duplication. The positive results in this case were substantially generated by the efforts of Fisher-Titus's professionals, and they speak for themselves.

41. Fisher-Titus respectfully submits that the amount requested is reasonable and otherwise satisfies the requirements of section 503(b)(4) under the circumstances of this case.

NOTICE

42. Notice of this Request has been given to: (i) counsel for the Debtors; (ii) counsel for Firelands; (iii) the Office of the United States Trustee; and (iv) all parties receiving ECF notices. Fisher-Titus submits that under the circumstances, no further notice is required.

NO PRIOR REQUEST

43. No prior request for payment of the Administrative Expense Claim has been made to this or any other court.

[remainder of page intentionally left blank]

CONCLUSION

WHEREFORE, for the foregoing reasons, Fisher-Titus respectfully requests that the Court enter an Order, in substantially the form as Exhibit A hereto, (i) allowing Fisher-Titus's Administrative Expense Claim in the amount of \$618,877.78; (ii) directing the Debtor's estate to immediately pay Fisher-Titus the full amount of its Administrative Expense Claim; and (iii) granting such other or further relief as may be just and proper.

Dated: June 13, 2025

Respectfully submitted,

/s/ Michael A. VanNiel

Michael A. VanNiel (0073948)

Scott E. Prince (0096004)

BAKER & HOSTETLER LLP

Key Tower

127 Public Square, Suite 2000

Cleveland, Ohio 44114

Telephone: 216.621.0200

Facsimile: 216.696.0740

Email: mvanniel@bakerlaw.com

sprince@bakerlaw.com

-and-

Gus Kallergis (0071557)

BERNSTEIN-BURKLEY, P.C.

1360 East Ninth Street, Suite 1250

Cleveland, Ohio 44114

Telephone: 216.415.8200

Facsimile: 412.456.8135

Email: gkallergis@bernsteinlaw.com

Counsel to Fisher-Titus Health

CERTIFICATE OF SERVICE

I hereby certify that, on June 13, 2025, a true and correct copy of the foregoing was served via the Court's electronic case filing system on all parties registered to receive such notice in the above-captioned case.

/s/ Michael A. VanNiel
Michael A. VanNiel (0073948)

EXHIBIT A

Proposed Order

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF OHIO
WESTERN DIVISION**

In re:

The Bellevue Hospital,

Debtor.

Case No. 25-30191

Chapter 11

Judge Mary Ann Whipple

**ORDER GRANTING APPLICATION OF FISHER-TITUS HEALTH
FOR ALLOWANCE AND PAYMENT OF ADMINISTRATIVE
EXPENSE CLAIM PURSUANT TO 11 U.S.C. § 503**

Upon the request (the “Application”)¹ filed by Fisher-Titus Health (“Fisher-Titus”) for entry of an order allowing and directing payment of Fisher-Titus’s administrative claim pursuant to section 503(b)(3)(D) and (4) of the Bankruptcy Code; and the Court having found that this is a core proceeding pursuant to 28 U.S.C. § 157 (b)(2) and that the Court may enter a final order

¹ Capitalized terms used herein but not otherwise defined shall have the meanings ascribed to them in the Application.

consistent with Article III of the United States Constitution; and the Court having found that venue of this proceeding and the Application in this District is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and it appearing that sufficient notice of the Application has been given and that no other or further notice is necessary; and the Court having reviewed and considered the Application, any objections to the Application, the arguments of counsel made, and the evidence proffered or adduced, at any hearing held on the Application; and upon the record herein; and after due deliberations thereon; and the Court having determined that there is good and sufficient cause for the relief set forth in this Order,

IT IS HEREBY ORDERED THAT:

1. The Application is GRANTED.
2. Fisher-Titus is hereby granted an administrative expense claim in the amount of \$618,877.78, which shall be paid by the Debtor immediately upon entry of this Order.
3. The Court retains exclusive jurisdiction over any and all matters arising from or related to the implementation or interpretation of this Order.

IT IS SO ORDERED.

#

Submitted by:

/s/ Michael A. VanNiel
Michael A. VanNiel (0073948)
BAKER & HOSTETLER LLP
Key Tower
127 Public Square, Suite 2000
Cleveland, Ohio 44114
Telephone: 216.621.0200
Facsimile: 216.696.0740
Email: mvanniel@bakerlaw.com

Counsel to Fisher-Titus Health

EXHIBIT B

BURKEY DECLARATION

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF OHIO
WESTERN DIVISION**

In re:

The Bellevue Hospital,

Debtor.

Case No. 25-30191

Chapter 11

Judge Mary Ann Whipple

**DECLARATION OF BRENT BURKEY, M.D. IN SUPPORT OF
APPLICATION OF FISHER-TITUS HEALTH FOR ALLOWANCE AND
PAYMENT OF ADMINISTRATIVE EXPENSE CLAIM PURSUANT TO 11 U.S.C. § 503**

I, Brent Burkey, M.D., hereby declare under penalty of perjury that the following statements are true to the best of my knowledge, information, and belief:

1. I am the President and CEO of Fisher-Titus Health (“Fisher-Titus”). I submit this declaration (the “Declaration”) in support of the Application of Fisher-Titus Health for Allowance and Payment of Administrative Expense Claim Pursuant to 11 U.S.C. § 503 (the “Application”).¹ I am authorized to submit this Declaration on behalf of Fisher-Titus.

2. Fisher-Titus was founded more than one hundred years ago. It is an Ohio not-for-profit entity that has long been dedicated to providing high quality medical care to patients throughout North Central Ohio. Fisher-Titus owns and operates several medical facilities located in Norwalk, Wakeman, Willard, Milan, and Sandusky, Ohio. Fisher-Titus offers a vast array of critical healthcare services that benefit the rural and surrounding communities in which it operates.

3. Fisher-Titus is one of the Debtor’s largest unsecured creditors. Fisher-Titus is one of the Debtor’s primary suppliers of healthcare services, including urology and surgical services.

¹ Capitalized terms used herein but not otherwise defined shall have the meanings ascribed to them in the Application.

4. Throughout the months of February and March 2025, Fisher-Titus and its professional advisors engaged in extensive efforts to develop a qualified competing bid that provided a better return for the Senior Secured Creditor, a guaranteed return for the unsecured creditors (many of whom are integral to the Debtor's ongoing operations), and an orderly process by which this bankruptcy case could be efficiently wound up.

5. On March 28, 2025, Fisher-Titus timely submitted its initial bid (the "FT Initial Bid"), which included a revised Membership Substitution Agreement (the "FT MSA"). A true and accurate copy of the FT MSA is attached hereto as Exhibit 1. Among other things, the FT Initial Bid and FT MSA increased the payment to the Senior Secured Creditor to \$15.3 million (or \$300,000 more than the Stalking Horse Bid) and proposed to set aside \$400,000 in a GUC Fund to guarantee that unsecured creditors would receive distributions. (See FT MSA, at Ex. 1, § 2.3(a).) The FT MSA also contemplated certain new procedures regarding the assumption of executory contracts and payment of cure amounts to those otherwise unsecured contract counterparties. (*Id.*, at Ex. 1, § 2.4(g).)

6. After Fisher-Titus submitted its FT Initial Bid, the Consultation Parties declared that the FT Initial Bid constituted a "Meritorious Alternative Transaction" and was the leading bid going into the Auction.

7. On March 28, 2025, the U.S. Trustee advised that it would not act as a "Consultation Party" during the Auction.

8. Fisher-Titus employed three (3) professionals in connection with its sale-related efforts. Kaufman Hall acted as Fisher-Titus's financial consultant. Kaufman Hall performed its services on a flat fee basis, with a milestone fee (which it earned and was paid). (See Ex. 2.) Baker & Hostetler LLP ("Baker") acted as Fisher-Titus's corporate and deal counsel. Bernstein-Burkley,

P.C. ("Bernstein") and together with Kaufman Hall and Baker, the "Firms") acted as bankruptcy counsel.

9. Among other things, Kaufman Hall's services primarily involved developing numerous financial, business and strategic models relating to the formulation of Fisher-Titus's FT Initial Bid and multiple successive bids at the Auction, developing, organizing and proposing extensive information requests relevant to parties' evaluation of the Debtor and its assets, and analyzing what a combined Fisher-Titus/Bellevue organization would look like if a sale concluded.

10. Baker and Bernstein each maintained daily time entries, which were prepared contemporaneously with the rendition of services to Fisher-Titus. The services provided by Baker and Bernstein are described in detail in the invoices attached hereto as **Exhibit 2**.

11. I declare under penalty of perjury that the foregoing is true and correct.

Dated: June 13, 2025

A handwritten signature in black ink, appearing to read "Brent Burkey", is written over a horizontal line.

Brent Burkey, M.D.
President & CEO,
Fisher-Titus Health

Exhibit 1

FT MSA

MEMBER SUBSTITUTION AGREEMENT

DATED AS OF MARCH 28, 2025

by and among

FISHER-TITUS HEALTH

and

THE BELLEVUE HOSPITAL

Contents

ARTICLE I TRANSACTION	2
1.1 Member Substitution.....	2
1.2 TBH Affiliates; Amendments.....	2
1.3 Formation of Advisory Board.....	3
ARTICLE II CLOSING.....	3
2.1 Closing.....	3
2.2 TBH's Deliveries at the Closing.....	3
2.3 Fisher-Titus' Deliveries at the Closing.....	4
2.4 Fisher-Titus' Deliverables Post-Closing.....	5
ARTICLE III REPRESENTATIONS AND WARRANTIES OF TBH	6
3.1 Organization and Qualification.....	6
3.2 Authorization and Enforceability.....	6
3.3 TBH Member.....	7
3.4 Conflicts and Consents.....	7
3.5 Brokers.....	7
3.6 Legal Actions.....	8
3.7 Compliance with Laws; Permits.....	8
3.8 Financial Statements.....	9
3.9 Real Property.....	9
3.10 Environmental Matters.....	10
3.11 Labor and Employment.....	10
3.12 Benefit Plans.....	11
3.13 Material Contracts.....	11
3.14 Reimbursement Contracts.....	12
3.15 Accreditation.....	12
3.16 Director and Officer Transactions.....	12
3.17 Tax Matters.....	13
3.18 Medical Staff Disclosure.....	13
3.19 Representations and Warranties; Updates of Information.....	14
ARTICLE IV REPRESENTATIONS AND WARRANTIES OF FISHER-TITUS.....	14
4.1 Organization and Qualification.....	14

4.2	<i>Authorization of Agreement.</i>	14
4.3	<i>Conflicts and Consents.</i>	15
4.4	<i>Brokers.</i>	15
4.5	<i>Legal Actions.</i>	15
4.6	<i>WARN Act and Mass Layoffs.</i>	15
ARTICLE V BANKRUPTCY COURT MATTERS		15
5.1	<i>Bankruptcy Actions.</i>	15
5.2	<i>Approval.</i>	16
ARTICLE VI COVENANTS AND AGREEMENTS		16
6.1	<i>Conduct of the Business.</i>	16
6.2	<i>Access to Information.</i>	17
6.3	<i>Regulatory Approvals.</i>	18
6.4	<i>Reasonable Efforts; Cooperation.</i>	18
6.5	<i>Further Assurances.</i>	18
6.6	<i>Insurance.</i>	19
6.7	<i>Litigation Support.</i>	19
6.8	<i>Employee Matters.</i>	19
ARTICLE VII CONDITIONS TO CLOSING		20
7.1	<i>Conditions Precedent to the Obligations of Fisher-Titus and TBH.</i>	20
7.2	<i>Conditions Precedent to the Obligations of Fisher-Titus.</i>	20
7.3	<i>Conditions Precedent to the Obligations of TBH.</i>	21
7.4	<i>Waiver of Conditions.</i>	21
ARTICLE VIII TERMINATION		21
8.1	<i>Termination of Agreement.</i>	21
8.2	<i>Effect of Termination.</i>	23
ARTICLE IX MISCELLANEOUS		23
9.1	<i>Non-Survival of Representations and Warranties and Certain Covenants; Certain Waivers.</i>	23
9.2	<i>Expenses.</i>	23
9.3	<i>Notices.</i>	24
9.4	<i>TBH Advisory Board.</i>	25
9.5	<i>Binding Effect; Assignment.</i>	25
9.6	<i>Amendment and Waiver.</i>	25

9.7	<i>Third Party Beneficiaries.</i>	26
9.8	<i>Non-Recourse; Release.</i>	26
9.9	<i>Severability.</i>	26
9.10	<i>Construction.</i>	27
9.11	<i>Schedules.</i>	27
9.12	<i>Complete Agreement.</i>	27
9.13	<i>Specific Performance.</i>	27
9.14	<i>Jurisdiction and Exclusive Venue.</i>	28
9.15	<i>Governing Law; Waiver of Jury Trial.</i>	29
9.16	<i>No Right of Set-Off.</i>	29
9.17	<i>Counterparts and PDF.</i>	29
9.18	<i>Publicity.</i>	30
9.19	<i>Fiduciary Obligations.</i>	30
9.20	<i>Transfer Tax.</i>	30
ARTICLE X ADDITIONAL DEFINITIONS AND INTERPRETIVE MATTERS		30
10.1	<i>Certain Definitions.</i>	30
10.2	<i>Rules of Interpretation.</i>	38

INDEX OF EXHIBITS

Exhibit A	Confirmation Order
Exhibit 1.1(a)(i)	TBH Restated Articles
Exhibit 1.1(a)(ii)	TBH Restated Regulations
Exhibit 1.1(b)	TBH Post-Closing Board and Officers
Exhibit 2.2(a)	TBH Authorizing Resolutions
Exhibit 2.2(b)	TBH Affiliates' Organizational Documents
Exhibit 2.2(c)	TBH Officer Certificate
Exhibit 2.2(d)	TBH Certificates of Incumbency
Exhibit 2.2(e)	TBH Certificate of Good Standing
Exhibit 2.2(g)	Applicable Notices, Approvals and Consents
Exhibit 2.2(i)	TBH Board Resignation
Exhibit 2.3(b)	Fisher-Titus Authorizing Resolution
Exhibit 2.3(c)	Fisher-Titus Officer Certificate
Exhibit 2.3(d)	Fisher-Titus Certificate of Incumbency
Exhibit 2.4(e)	TBH Employee Vacation Time
Exhibit 2.4(g)	Executory Contracts
Exhibit 7.2(c)	Closing Conditions Certificate
Exhibit 9.4	Advisory Board Bylaws

INDEX OF SCHEDULES

Schedule 1.2	TBH Affiliates
Schedule 3.1(b)	Organization: TBH and TBH Affiliates' Members, Board and Officers
Schedule 3.1(c)	Organization: Other Interests
Schedule 3.4(a)	Conflicts and Consents
Schedule 3.4(b)	Governmental Consents
Schedule 3.6	Legal Actions
Schedule 3.7(a)	Compliance with Laws
Schedule 3.7(b)	Permits
Schedule 3.9(a)	Real Property; Liens
Schedule 3.9(b)	Real Property: Leases
Schedule 3.9(c)	Real Property: Defaults
Schedule 3.9(d)	Real Property: Compliance with Laws
Schedule 3.9(e)	Real Property: Condemnation
Schedule 3.9(f)	Real Property: Certificates
Schedule 3.10	Environmental Matters
Schedule 3.11(a)	Labor and Employment
Schedule 3.12	Employee Benefit Plans
Schedule 3.13	Material Contracts
Schedule 3.14(c)	Reimbursement Contracts: Medicare/Medicaid Providers
Schedule 3.16	Director and Officer Transactions
Schedule 3.17(f)	Tax Matters
Schedule 6.1	Conduct of the Business
Schedule 6.6	Insurance

MEMBER SUBSTITUTION AGREEMENT

This **MEMBER SUBSTITUTION AGREEMENT** (this “Agreement”), dated as of March 28, 2025, is made by and among Fisher-Titus Health (“Fisher-Titus”), and The Bellevue Hospital, an Ohio non-profit corporation (as in existence on the date hereof, as a debtor in possession and subsequently, as a reorganized debtor) (“TBH”). Fisher-Titus and TBH 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 February 5, 2025 (the “Petition Date”), TBH commenced a voluntary case 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 Northern District of Ohio, Western Division (the “Bankruptcy Court”), under Case No. 25-30191 (Bankr. N.D. Ohio) (the “Bankruptcy Case”);

WHEREAS, on February 10, 2025, TBH filed its *Motion for Entry of an Order (A) Authorizing the Assumption of the Restructuring Support Agreement, (B) Approving Bid Procedures and Scheduling an Auction, and (C) Granting Related Relief* [Doc. No. 75], which attached as Exhibit B thereto that certain *Restructuring Support Agreement* by and among Firelands Regional Health System (“Firelands”), Fifth Third (as defined therein), the Master Trustee (as defined therein), and TBH (the “RSA”);

WHEREAS, the RSA sought to implement a financial and organizational restructuring in accordance with the terms and conditions set forth therein (the “Restructuring”) for the existing debt, TBH Membership and other obligations of TBH through confirmation of the Plan;

WHEREAS, on February 28, 2025, TBH filed its *Chapter 11 Plan of Reorganization of The Bellevue Hospital* [Docket No. 158] (as may be amended, supplemented, or otherwise modified from time to time, the “Plan”);

WHEREAS, Fisher-Titus was founded more than one hundred years ago and is a not-for-profit entity that serves the residents of Northwest Ohio; Fisher-Titus owns and operates several medical facilities located in Norwalk, Ohio, as well as other facilities in or around TBH’s geographic region, including, among others, facilities located in Wakeman, Ohio, Willard, Ohio, Milan, Ohio, and Sandusky, Ohio; Fisher-Titus offers a vast array of critical healthcare services that benefit the communities in which it operates; therefore, Fisher-Titus is a natural strategic partner that will facilitate TBH’s financial stability and ability to service Bellevue, Ohio and the surrounding community;

WHEREAS, Fisher-Titus desires to become the sole Member of TBH on the terms and conditions and pursuant to the Plan, the Confirmation Order and this Agreement;

WHEREAS, each of Fisher-Titus and TBH is exempt from federal income tax under Section 501(a) by reason of being described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the “Code”); and

WHEREAS, subject to the Bankruptcy Court confirming the Plan by entry of an Order in form reasonably satisfactory to the Parties (the “Confirmation Order”), 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, the Parties desire to consummate a transaction where, as of the Closing Date, Fisher-Titus will become the sole member of TBH and the Fisher-Titus Board of Directors will appoint members of the reorganized TBH Board of Directors, 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 (the “Transaction”).

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

ARTICLE I TRANSACTION

1.1 Member Substitution.

(a) On the terms and subject to the conditions set forth in the Plan, Confirmation Order and this Agreement, at the Closing and following the consummation of the Restructuring and after the effective date of the Confirmation Order, Fisher-Titus shall become the sole corporate member of TBH, and TBH shall (i) amend and restate its Articles of Incorporation in the form attached hereto as Exhibit 1.1(a)(i) (or as otherwise to be provided at Closing) (the “Restated Articles”) and cause the same to be filed with the Ohio Secretary of State, and (ii) amend and restate its Code of Regulations in the form attached hereto as Exhibit 1.1(a)(ii) (or as otherwise to be provided at Closing) (the “Restated Regulations”) and together with the Restated Articles, the “Restated TBH Organizational Documents”).

(b) The Restated TBH Organizational Documents shall name such members of the reorganized TBH Board of Directors as may be appointed by Fisher-Titus in its sole discretion as TBH’s post-Closing Board of Directors. The initial post-Closing Board of Directors and officers are set forth on Exhibit 1.1(b), which shall be provided by Fisher-Titus at Closing.

(c) As part of Fisher-Titus’ health care system following the Closing, unless otherwise expressly agreed to in this Agreement or TBH’s Organizational Documents, TBH will operate in a manner consistent with all Fisher-Titus system-wide policies, procedures and standards, including but not limited to standards and policies for nursing care, patient safety, physician and other practitioner engagement, compliance, risk management, and financial management, including treatment of TBH’s net operating income.

1.2 TBH Affiliates; Amendments.

TBH is the member, shareholder or partner, as relevant, of a number of Affiliates as set forth on Schedule 1.2 (the “TBH Affiliates”), which shall be provided at least five Business Days before Closing. TBH will take reasonable steps to cause the TBH Affiliates to make amendments

to the respective governance documents as requested by Fisher-Titus and as deemed reasonably necessary to effect the Transaction and the terms of this Agreement.

1.3 *Formation of Advisory Board.*

Fisher-Titus will establish an Advisory Board as outlined in Section 9.4 below.

ARTICLE II CLOSING

2.1 *Closing.*

Subject to the satisfaction, or waiver by the appropriate Party, of all of the conditions precedent to Closing specified in the Plan, Confirmation Order and this Agreement, the Closing of the Transaction (the “Closing”) will take place by telephone conference and electronic exchange of documents on the Effective Date (the “Closing Date”). The Closing shall be effective as of 12:01 a.m. E.D.T. on the day following the Closing Date.

2.2 *TBH’s Deliveries at the Closing.*

At the Closing, in addition to any other documents specifically required to be delivered pursuant to the Plan, Confirmation Order, or this Agreement, TBH shall deliver to Fisher-Titus the following:

(a) Subject to the Plan and Confirmation Order becoming effective, copies of resolutions duly adopted by TBH Board of Directors authorizing and approving the transactions contemplated hereby, the execution and delivery of this Agreement and the documents described herein, and the performance of the covenants, agreements, and obligations contained herein, certified as true and of full force and effect as of the Closing, by the appropriate officers of the respective Party, as set forth in **Exhibit 2.2(a)**;

(b) Copies of the Organizational Documents of each TBH Affiliate filed with a Governmental Body in connection with its incorporation or organization, certified as of the Closing Date by the President of the TBH Board, as set forth in **Exhibit 2.2(b)**;

(c) Certificate of a duly-authorized officer of TBH, certifying that (i) each covenant and agreement of TBH, as applicable, to be performed prior to, or as of, the Closing pursuant to this Agreement has been performed and (ii) each representation and warranty of TBH, as applicable, is true and correct on the Closing Date, as if made on and as of the Closing, as set forth in **Exhibit 2.2(c)**;

(d) Certificate of incumbency for the respective officers of TBH executing this Agreement, or making certifications for the Closing, dated as of the Closing Date, as set forth in **Exhibit 2.2(d)**;

(e) Certificate of good standing of TBH issued by the Ohio Secretary of State and each jurisdiction in which the Party is licensed or qualified to do business as a foreign entity, dated no more than ten (10) days prior to the Closing, as set forth in **Exhibit 2.2(e)**;

- (f) Duly-executed copies of the Restated TBH Organizational Documents;
- (g) Proof of applicable notice, and copies of applicable approvals and consents (excluding approvals and consents related to the transfer or assignment of all licenses, registrations, permits, and payor agreements to be obtained by Fisher-Titus or its agent) required by the Plan, Confirmation Order of this Agreement, as set forth in **Exhibit 2.2(g)**;
- (h) RESERVED;
- (i) Resignations of TBH directors and officers as set forth in **Exhibit 2.2(i)**; and
- (j) All completed Exhibits and Schedules and such other instruments and documents as Fisher-Titus reasonably deems necessary to effect the transactions contemplated by the Plan, the Confirmation Order and this Agreement, including all documents necessary to designate Fisher-Titus as the sole Member of TBH.

2.3 *Fisher-Titus' Deliveries at the Closing.*

At the Closing, in addition to any other documents specifically required to be delivered pursuant to the Plan, Confirmation Order or this Agreement, Fisher-Titus shall deliver to TBH the following:

- (a) Payment of consideration equal to the amount necessary to (i) provide a cash payment of \$15,300,000 to Senior Secured Creditor on the Effective Date Deadline (as defined in the RSA), with such amount not being subject to offset, discount, or adjustment (the “Senior Secured Creditor Payment”); (ii) provide a cash payment of \$600,000 to TBH for the Stalking Horse Fee (as defined in the RSA), (iii) provide a cash payment of \$400,000 into the TBH estate for the benefit of general unsecured creditors; and (iv) satisfy any other monetary and non-monetary obligations of TBH to satisfy all requirements for confirmation of the Plan in accordance with Section 1129 of the Bankruptcy Code as part of the \$15,000,000 Capital Contribution (defined below) to TBH as described in Section 2.4 below (collectively, the “Acquisition Amount”);
- (b) Copies of resolutions duly adopted by the Fisher-Titus Board of Directors authorizing and approving its performance of the transactions contemplated hereby and the execution and delivery of this Agreement and the documents described herein, and the performance of the covenants, agreements, and obligations contained herein, certified as true and in full force as of the Closing, by the appropriate officers of Fisher-Titus, as set forth in **Exhibit 2.3(b)**;
- (c) Certificate of a duly-authorized officer of Fisher-Titus, certifying that (i) each covenant and agreement of Fisher-Titus to be performed prior to, or as of, the Closing pursuant to the Plan, Confirmation Order and this Agreement has been performed and (ii) each representation and warranty of Fisher-Titus is true and correct on the Closing Date, as if made on and as of the Closing, as set forth in **Exhibit 2.3(c)**;

(d) Certificate of incumbency for the respective officers of Fisher-Titus executing this Agreement or making certifications for the Closing, dated as of the Closing Date, as set forth in **Exhibit 2.3(d)**; and

(e) Such other instruments and documents as TBH reasonably deems necessary to effectuate the transactions contemplated hereby.

2.4 *Fisher-Titus' Deliverables Post-Closing.*

(a) Subject to acceptable TBH financial performance, as determined in Fisher-Titus' sole discretion, Fisher-Titus shall continue to operate TBH as an acute care hospital at 1400 West Main Street, Bellevue Ohio, providing a full range of inpatient and outpatient services and a 24-hour Emergency Department, for a period of not less than five (5) years after the Closing.

(b) As part of the Acquisition Amount outlined in Section 2.3(a), during the five (5) year period following the Closing, Fisher-Titus will contribute a total of \$15,000,000 in capital investments and improvements for TBH (the "Capital Contribution"). Such Capital Contribution will be reduced by the amounts required to be expended pursuant to Section 2.3(a)(iv) of this Agreement to satisfy at Closing any other monetary and non-monetary obligations of TBH necessary to satisfy all requirements for confirmation of the Plan in accordance with Section 1129 of the Bankruptcy Code. For the avoidance of all doubt, the Capital Contribution shall not be reduced by the Senior Secured Creditor Payment. Fisher-Titus agrees to share its annual capital budget for TBH and confer with the TBH Advisory Board with respect to the same.

(c) Upon the expiration of TBH's current Directors' and Officers' Liability Insurance, Employer Practices Liability Insurance and Fiduciary Liability Insurance (collectively, the "D&O Insurance"), Fisher-Titus agrees to acquire a tail policy from the Cincinnati Insurance Company extending the period for reporting claims under the D&O Insurance for a period of not less than twelve (12) months ("D&O Tail Coverage").

(d) After the Closing, Fisher-Titus agrees to continue the existing professional liability insurance coverage policies for all licensed medical professionals employed by TBH or a TBH Affiliate. Alternatively, if Fisher-Titus elects to terminate such professional liability insurance policies, Fisher-Titus will procure tail policies extending the period for reporting claims under the professional liability policies for a period of not less than twenty-four (24) months, or alternatively, retroactively date any subsequent professional liability insurance policies procured for such medical professionals to the commencement of such professional's employment by TBH or TBH Affiliate ("Tail Coverage").

(e) After the Closing, Fisher-Titus shall cause TBH to assume and honor in the ordinary course of TBH's business Vacation Time (as defined in TBH's policies), earned by current TBH employees during the 180-day period prior to the Petition Date, as detailed in **Exhibit 2.4(e)**. The costs of assuming and honoring the Vacation Time obligations shall constitute a credit against Fisher-Titus' capital investment and improvements commitment described in Section 2.4(b) of this Agreement.

(f) Fisher-Titus will ensure that any charitable restricted gifts made to TBH or to a TBH Affiliate shall in perpetuity continue to be honored, held, and used in accordance with any donor restrictions, designations, or conditions.

(g) A list of Executory Contracts that Fisher-Titus anticipates assuming is attached as **Exhibit 2.4(g)**; provided that Fisher-Titus reserves the right to amend the list in its sole discretion after the Closing through the later of the Effective Date or such other date as may be established by the Bankruptcy Court.

ARTICLE III REPRESENTATIONS AND WARRANTIES OF TBH

Except as set forth in the schedules accompanying this Agreement (“Schedule(s)”), TBH, on behalf of itself and the TBH Affiliates, as relevant, represents and warrants to Fisher-Titus as of the Closing Date or, if such representation and warranty is expressly made as of a different date, as of such different date, as follows:

3.1 *Organization and Qualification.*

(a) TBH and each TBH Affiliate (as defined below) is a nonprofit corporation, for-profit corporation or limited liability company duly incorporated or organized and validly existing under the applicable section of the Ohio Revised Code, and in good standing under the laws of the State of Ohio. TBH and each TBH Affiliate has the corporate or limited liability company power and authority to carry on its business as it has been and is presently operated and to enter into and perform its obligations under this Agreement. The term “TBH Affiliate” means any Person that is directly or indirectly controlled by or under common control with TBH. “Control” or “controlled by” shall mean the power to elect through membership, ownership, contract, or otherwise, fifty percent (50%) or more of the board of trustees, directors or managers (or others performing similar functions) of a Person. “Control” also includes the power to direct or cause the direction of the policies and management of an entity, whether through contract, membership interests, ownership of voting securities, a lease, a management agreement, or other arrangement. A complete list of TBH Affiliates where TBH is the sole member, shareholder or partner and the TBH Affiliates that are joint ventures are set forth on **Schedule 1.2**.

(b) A list of TBH’s and each TBH Affiliates’ members, governing board members and executive officers as of the date hereof and prior to the Closing is attached hereto as **Schedule 3.1(b)**.

(c) Except as set forth on **Schedule 3.1(c)**, neither TBH nor any TBH Affiliate own any interest, directly or indirectly, in any other business, enterprise, firm, joint venture, limited liability company, partnership or corporation or other Person, other than interests held for investment purposes only in amounts representing five percent (5%) or less of the outstanding equity interests of a publicly traded corporation.

3.2 *Authorization and Enforceability.*

Assuming that the Confirmation Order is entered by the Bankruptcy Court and all other requisite Bankruptcy Court approvals are obtained, the execution, delivery and performance by TBH of this Agreement, and the consummation by TBH of the transactions contemplated hereby,

subject to Bankruptcy Court approval, 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 TBH of this Agreement and the consummation of the transactions contemplated hereby. Assuming that the Confirmation Order is entered by the Bankruptcy Court and all other requisite Bankruptcy Court approvals are obtained, this Agreement and all related documents executed or delivered by TBH at the Closing, will constitute a legal, valid and binding obligation of TBH, enforceable against TBH 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.

3.3 TBH Member.

Assuming that the Confirmation Order is entered by the Bankruptcy Court and all other requisite Bankruptcy Court approvals are obtained, as of Effective Date of Restructuring, all of the pre-petition Membership of TBH held by any party will be extinguished in accordance with the Plan and Fisher-Titus shall become the sole Member of TBH. Fisher-Titus' new Membership in TBH will be free and clear of all Encumbrances other than restrictions on transfer arising under applicable securities Laws or as otherwise set forth in the Restated TBH Organizational Documents.

3.4 Conflicts and Consents.

(a) Assuming that the Confirmation Order is entered by the Bankruptcy Court and all other requisite Bankruptcy Court approvals are obtained, and except as set forth on **Schedule 3.4(a)**, the execution, delivery and performance of this Agreement, the consummation of the transactions herein and the fulfillment of the terms hereof do not and will not conflict with, or result in a breach or violation of, or constitute a default under Restated TBH Organizational Documents or TBH Affiliate Organizational Documents, as amended and in effect, or any judgment, order or decree or any applicable law or regulation binding upon TBH or a TBH Affiliate or any property thereof, or conflict with, or result in a breach or violation of, or constitute a default in the performance, observance, or fulfillment of any obligation, covenant or condition contained in, or constitute, or, but for any requirement of notice or lapse of time or both, would constitute, an event of default by TBH or any TBH Affiliate under any material agreement, permit, authorization, lease, mortgage or other obligation of TBH or a TBH Affiliate, or result in the creation or imposition of any material lien, charge or encumbrance upon or with respect to the assets or property of TBH or a TBH Affiliate.

(b) In addition to the Confirmation Order, TBH shall file, seek or obtain all notices, authorizations, approvals, Orders, permits or Consents of or with any Governmental Body and all approvals required under TBH's and each TBH Affiliate's financing documents or other instruments or agreements in connection with the consummation of the Transaction in connection with the execution, delivery and performance of this Agreement or the consummation by TBH of the transactions contemplated hereby as listed on **Schedule 3.4(b)**.

3.5 Brokers.

Except for Juniper Advisory Services (“Juniper”), TBH has not engaged any other broker, investment banker, financial advisor or other Person that 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.

3.6 *Legal Actions.*

Except as set forth on Schedule 3.6 and other than any workers compensation claims, there are no, and during the three (3) years preceding the date hereof there have been no, Actions pending or, to TBH’s Knowledge, threatened in writing (a) to which TBH or TBH Affiliate 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 TBH following the Closing in excess of Fifty Thousand Dollars (\$50,000), or (y) equitable remedies that would reasonably be expected to be material and adverse to the Business, taken as a whole, following the Closing, and (ii) following the Petition Date, claims of creditors or other parties in the Bankruptcy Case or (b) that challenge, or that may have the effect of preventing, delaying, making illegal or otherwise interfering with, TBH performance and consummation any of the transactions contemplated by the Plan, Confirmation Order or this Agreement.

3.7 *Compliance with Laws; Permits.*

(a) Except as set forth on Schedule 3.7(a), to TBH’s Knowledge, TBH and the TBH Affiliates are, and during the six (6) years preceding the date hereof have 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 TBH, or any of TBH Affiliates, alleging a violation of any such Laws (including Healthcare Laws). Neither TBH nor any TBH Affiliate is currently subject to a corporate integrity agreement.

(b) Except as set forth on Schedule 3.7(b), to TBH’s Knowledge, TBH and the TBH Affiliates possess all Permits (including Healthcare Permits) that are required to conduct their respective Businesses as currently conducted. Within the six (6) years preceding the date hereof, neither TBH nor any TBH Affiliate, has received written notice of any revocation or modification of any Permit and all such Permits are in full force and effect.

(c) To TBH’s Knowledge, each physician, nurse practitioner, nurse, physician’s assistant, or other allied health professional currently employed or engaged by or on behalf of TBH or TBH Affiliates, to provide healthcare services is duly licensed, certified or credentialed, as applicable, pursuant to applicable Healthcare Laws.

(d) To TBH’s Knowledge, neither TBH nor any of the TBH Affiliates’ or their current respective officers, directors, or managing employees are or have been within: (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.

3.8 Financial Statements.

TBH has provided to Fisher-Titus copies of TBH's and TBH Affiliates' (a) consolidated audited financial statements for the fiscal years ended December 31, 2021, December 31, 2022, and notes and schedules thereto, as certified by its independent public accountants and (b) unaudited consolidated interim monthly financial statements of TBH and TBH Affiliates as of December 31, 2023 and December 31, 2024 (collectively, the "Financial Statements"). To TBH's Knowledge, the Financial Statements are true, correct and complete in all material respects, have been prepared in accordance with generally accepted accounting principles in the United States ("GAAP") applied on a consistent basis for such periods, and fairly and accurately present the financial condition of TBH and TBH Affiliates at the dates stated and the results of operations of TBH and TBH Affiliates for the periods then ended except that the unaudited statements may not have all of the notes required by GAAP and are subject to normal year-end adjustments. To TBH's Knowledge, there are no material obligations or liabilities, whether absolute, accrued, or contingent (including without limitation liabilities for taxes), of TBH or any TBH Affiliate that are required in accordance with GAAP to be reflected or disclosed in the Financial Statements and that have not been so reflected or disclosed.

3.9 Real Property.

(a) Set forth on Schedule 3.9(a) is a true and complete list of: (i) each parcel of real property owned by TBH or a TBH Affiliate; and (ii) each lease of real property under which TBH or a TBH Affiliate is a lessor, lessee, sublessor or sublessee; and (iii) each other agreement or instrument giving TBH or a TBH Affiliate an interest in real property (including, but not limited to, an option to buy, right of first refusal to buy or lease, or subsurface rights) (collectively, the "Real Property"). To TBH's Knowledge, TBH, or a TBH Affiliate as relevant, have good, marketable and insurable title to each parcel of real property and each leasehold interest described in Schedule 3.9(a) together with all improvements thereon. Except for TBH Permitted Encumbrances, all of the interests in property listed on Schedule 3.9(a) are free and clear of all mortgages, liens, encumbrances, leases, equities, claims, shares, easements, rights-of-way, covenants, conditions and restrictions, and none is subject to options or rights of first refusal or any other agreement affecting TBH's interest, or the TBH Affiliate's, as relevant therein. As of the Closing, all rights of TBH and TBH Affiliates in and to the Real Property will continue to be held by TBH or a TBH Affiliate and all matters affecting title thereto, which are not TBH Permitted Encumbrances, will be solved pursuant to the Confirmation Order.

(b) To TBH's Knowledge, each of TBH and TBH Affiliate real estate leases described on Schedule 3.9(b) is a valid and binding obligation of TBH or a TBH Affiliate, as relevant, and is enforceable in accordance with its terms and conditions and neither TBH nor any of its Affiliates have received written notice that any of the leases described on Schedule 3.9(b) is not a valid and binding obligation of the third parties thereto.

(c) To TBH's Knowledge, neither TBH nor any TBH Affiliate (i) is in default with respect to any material term or condition of any lease described on **Schedule 3.9(c)**, or (ii) has received notice that any other Party is in default with respect to any material term.

(d) Except as set forth on **Schedule 3.9(d)**, TBH has not received any notice that any portion of the Real Property fails to conform in all material respects to all applicable laws, including, without limitation, building, zoning and Environmental Laws, statutes, ordinances and regulations.

(e) Except as set forth on **Schedule 3.9(e)**, there is no existing, or, to TBH's Knowledge, presently contemplated or proposed, condemnation or similar action, or zoning action or proceeding, with respect to any portion of the Real Property.

(f) Except as set forth on **Schedule 3.9(f)**, to TBH's Knowledge, TBH, or a TBH Affiliate as relevant, holds, and at the Closing or TBH or a TBH Affiliate will hold, all material certificates, approvals and other occupancy permits and licenses required by applicable law relating to the occupancy of its facilities on the Real Property.

3.10 *Environmental Matters.*

Except as set forth on **Schedule 3.10**, to TBH's Knowledge, (a) TBH and TBH Affiliates are, and for the last six (6) years preceding the date hereof have been, in compliance with all applicable Environmental Laws, (b) TBH and relevant TBH Affiliates possess all Permits required pursuant to applicable Environmental Laws for the conduct of their respective Businesses as currently conducted, (c) neither TBH nor any TBH Affiliate is subject to any outstanding decree, injunction or order issued by any Governmental Body under applicable Environmental Laws, (d) there are no Actions pending against TBH or any TBH Affiliate regarding any actual or alleged violation of or liability under Environmental Laws, (e) neither TBH nor any TBH Affiliate has released any Hazardous Material at any Real Property in quantities or concentrations that currently require investigation, remediation or monitoring by TBH or TBH Affiliate, as relevant, under Environmental Laws, and (f) neither TBH nor any TBH Affiliate is aware of any material mold, radiation, or medical waste disposal matters related to the respective Businesses.

3.11 *Labor and Employment.*

(a) Except as set forth on **Schedule 3.11(a)**, to TBH's Knowledge, TBH and all TBH Affiliates are 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.

(b) Neither TBH, nor any TBH Affiliate, is a party to any collective bargaining agreement and no employees of TBH are represented by any labor union with respect to their employment with TBH. To TBH's Knowledge, no union organizing or decertification activities are underway or threatened with respect to any employees of TBH or TBH Affiliate. There is not presently pending any material labor strike, slow-down, or work stoppage against TBH or a TBH Affiliate. Neither TBH nor any TBH Affiliate is currently negotiating a collective bargaining agreement.

3.12 Benefit Plans.

Except as set forth on **Schedule 3.12**, TBH has furnished to Fisher-Titus true and complete copies of (a) all Employee Plans of TBH and TBH Affiliates, together with all amendments thereto, (b) the most recent Internal Revenue Service determination letter or opinion letter issued with respect to each Employee Plan intended to be tax qualified under Code Section 401(a), as applicable, and (c) any trust agreements, and (d) Form 5500 for each Employee Plan for the most recent fiscal year for each such plan required to file such form. With respect to each Employee Plan that is funded wholly or partially through an insurance policy, subject to the approval of the Bankruptcy Court, all premiums required to have been paid to date under the insurance policy have been paid, and all premiums required to be paid under the insurance policy through the Closing Date will have been paid on or before the Closing Date, if so approved by the Bankruptcy Court. Except as noted on **Schedule 3.12**, to TBH's Knowledge, with respect to any Employee Plan, there has been no prohibited transaction within the meaning of Section 406 of ERISA or Section 4975 of the Code, and no act, omission, or transaction has occurred that would result in the imposition of (a) breach of fiduciary duty liability damages under Section 409 of ERISA, (b) a civil penalty assessed pursuant to Section 502 of ERISA, or (c) a tax imposed pursuant to Chapters 43 or 47 of Subtitle D of the Code. The term "Employee Plan" shall mean any pension, retirement, profit-sharing, deferred compensation, stock option, employee stock ownership, severance pay, vacation, bonus or other incentive plan; any medical, vision, dental or other health plan; any life insurance plan or any other employee benefit plan or fringe benefit plan; any other material commitment, payroll practice or method of contribution or compensation (whether arrived at through collective bargaining or otherwise), whether formal or informal, whether funded or unfunded, and whether legally binding or not; including any arrangement that constitutes an "employee benefit plan," as that term is defined in Section 3(3) of the Employee Retirement Income Security Act of 1974, as amended ("ERISA") that is currently or has previously been adopted, maintained, sponsored in whole or in part, or contributed to by TBH or any of TBH Affiliates, for the benefit of, providing any remuneration or benefits to, or covering any current or former employee or retiree, any dependent, spouse or other family member or beneficiary of such employee or retiree, or any director, independent contractor, member, officer or consultant of or under (or in connection with) which TBH or any of TBH Affiliates has any contingent or non-contingent liability of any kind, whether or not probable of assertion.

3.13 Material Contracts.

True and complete copies of all Material Contracts have been made available to Fisher-Titus. Except as noted on **Schedule 3.13**, to TBH's Knowledge, each Material Contract is in full force and effect and is valid, binding and enforceable against the TBH, or TBH Affiliate, and each other party thereto, in accordance with its terms. Subject to Bankruptcy Court approval, and assumption by TBH of the applicable Contract in accordance with applicable Law (including satisfaction by Fisher-Titus of any applicable cure costs) and except (a) as a result of the commencement of the Bankruptcy Case, or (b) with respect to any Material Contract that has previously expired in accordance with its terms, been terminated, restated, or replaced, neither TBH (except as a result of the Bankruptcy Case) nor 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.

3.14 Reimbursement Contracts.

(a) Neither the Ohio Department of Medicaid nor the Centers for Medicare and Medicaid Services (nor contractors or related programs thereof) has refused to enter into or has terminated any participation agreement pursuant to which TBH or any TBH Affiliate was entitled to reimbursement for services or facilities provided to patients. TBH and all TBH Affiliates are party to contracts with Medicare and Ohio Medicaid, as noted, with respect to payment for services to beneficiaries and is eligible to participate therein, and contracts and certification are currently in full force and effect, and to TBH's Knowledge, no event has occurred within, with or without the giving of notice or passage of time or both would constitute a material default thereunder.

(b) Except with respect to written notices received from the Ohio Department of Medicaid regarding TBH's non-payment of amounts due with respect to the Ohio Medicaid Franchise Fee, to TBH's Knowledge, there is no other threatened or pending proceeding or investigation under the Medicare or Ohio Medicaid programs against TBH or any TBH Affiliate.

(c) Except as set forth on **Schedule 3.14(c)**, the cost or other reports of TBH for Medicare payments for all reporting years through December 31, 2024, and cost or other reports of TBH for Ohio Medicaid and related programs, and payments for all reporting years through December 31, 2023 have been audited and fully settled and the Medicare, and Ohio cost reports for the same period were timely filed. Except as described in the Financial Statements, no actual notice of any offsets against future reimbursement in any amount in excess of Fifty Thousand Dollars (\$50,000) has been received by TBH or any TBH Affiliate from the Medicare, Ohio Medicaid or related programs, nor to TBH's Knowledge, is there any basis therefor. There are no pending appeals, adjustments, challenges, audits, litigation, notices of intent to reopen or open cost reports of TBH or TBH Affiliates, as relevant, with respect to the Medicare or Ohio Medicaid. There is no dispute between TBH or any TBH Affiliate and any Governmental Body or the Medicare fiscal intermediary regarding such cost reports other than with respect to adjustments thereto made in the ordinary course which do not involve amounts greater than Fifty Thousand Dollars (\$50,000) per adjustment or One Hundred Thousand Dollars (\$100,000) in the aggregate as reflected in TBH Financial Statements.

3.15 Accreditation.

TBH is accredited by, and in good standing with, The Joint Commission ("TJC"). TBH provided Fisher-Titus with correct and complete copies of the most recent accreditation reports received from TJC, together with copies of each other accreditation report received by or relating to TBH and the latest reports on TBH operation by any federal, state, county or local Governmental Body. To TBH's Knowledge, there are no material deficiencies in existence that would preclude TBH's accreditation by TJC. TBH and TBH Affiliates do not have any outstanding loans, grants or loan guarantees relating to their assets pursuant to the Hill-Burton Act program.

3.16 Director and Officer Transactions.

Except as set forth in **Schedule 3.16**, to TBH's Knowledge, there are no Contracts between or among TBH, on the one hand, and any executive officer, director or, to TBH's Knowledge, any relative or spouse of any such TBH officer or director, on the other hand.

3.17 Tax Matters.

(a) All Tax Returns with respect to the Business required to be filed prior to the Closing Date are true, complete and correct in all material respects, and 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). No claim has been made by any Taxing Authority in a jurisdiction in which TBH or TBH Affiliates do not file Tax Returns that TBH or TBH Affiliates are or may be subject to Tax in that jurisdiction.

(b) All Taxes payable by TBH or TBH Affiliates with respect to the Business prior to the Closing Date have been timely paid or, if not yet due, adequately reserved against in accordance with GAAP, except to the extent the nonpayment thereof is permitted or required by the Bankruptcy Code. Neither TBH nor any TBH Affiliate has received any notice from any Taxing Authority or Governmental Body asserting any tax deficiency or delinquency against TBH or any TBH Affiliate. All Taxes that TBH is required to withhold or collect have been properly withheld and collected and timely paid over to the appropriate Taxing Authority other than with respect to any Taxes the payment of which was prohibited by reason of the Bankruptcy Case.

(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 TBH or any TBH Affiliate (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) To TBH's Knowledge, there are no Encumbrances for Taxes on the Business or any assets of TBH or any TBH Affiliate other than Permitted Encumbrances.

(e) To TBH's Knowledge, there are no audits or investigations by any Taxing Authority with respect to a material amount of Taxes or any Tax Return of TBH with respect to the Business, or of any TBH Affiliate, currently in progress, nor has TBH or any TBH Affiliate received notice in writing from any Taxing Authority that it intends to initiate any such an audit or investigation. Neither TBH nor any TBH Affiliate has received any notice from any Taxing Authority that it is asserting or is threatening to assert any additional Taxes, interest or penalties on TBH or any TBH Affiliate.

(f) Except as listed on **Schedule 3.17(f)**, TBH and assets of TBH Affiliates, which are recognized as tax exempt organizations within the meaning of Section 501(c)3 of the Code are "tax exempt use property" or "for exempt bond financed property" within the meaning of Section 168 of the Code.

(g) Neither TBH nor any TBH Affiliate is a party to any Tax sharing or similar agreement. Neither TBH nor any TBH Affiliate has agreed to or is required to make any adjustments under Section 481(a) of the Code or similar provision of Law.

3.18 Medical Staff Disclosure.

TBH has delivered to Fisher-Titus a written disclosure containing a brief description of all adverse actions taken against the medical staff of TBH (the “Medical Staff”) that could result in claims or actions against TBH or any TBH Affiliate or other documentation that included such information.

3.19 *Representations and Warranties; Updates of Information.*

Except with respect to proofs of claims filed by creditors of TBH or TBH Affiliates with the Bankruptcy Court, TBH shall give prompt written notice to Fisher-Titus of: (i) any notice of, or other communication received by TBH or any TBH Affiliate subsequent to the date of this Agreement and prior to the Closing Date relating to, a default or event which with the giving of notice or lapse of time or both would become a default under any Material Contract or obligation of TBH or any TBH Affiliate, or which would cause any warranty or representation of TBH herein to be untrue or misleading in any material respect, (ii) any fact which, if existing on the date hereof, would have been required to be set forth or disclosed in or pursuant to this Agreement, and (iii) any notice or other communication received by TBH or any TBH Affiliate from any third party alleging that the consent of such third party is or may be required in connection with the transactions contemplated hereby.

ARTICLE IV REPRESENTATIONS AND WARRANTIES OF FISHER-TITUS

Fisher-Titus represents and warrants to TBH as of the Closing 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.*

Fisher-Titus is a nonprofit corporation duly organized and validly existing under the applicable section Ohio Revised Code, and in good standing under the laws of the State of Ohio. Fisher-Titus has the corporate power and authority to carry on its business as presently operated and to enter into and perform its obligations under this Agreement.

4.2 *Authorization of Agreement.*

Fisher-Titus 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 Fisher-Titus of this Agreement, and the consummation by Fisher-Titus of the transactions contemplated hereby, subject to Bankruptcy Court approval, 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 Fisher-Titus of this Agreement and the consummation by it of the transactions contemplated hereby. Subject to Bankruptcy Court approval, this Agreement as executed and delivered by Fisher-Titus and, assuming due authorization, execution and delivery hereof by the other Parties, constitutes a legal, valid and binding obligation of Fisher-Titus, enforceable against Fisher-Titus in accordance with its terms.

4.3 Conflicts and Consents.

(a) Assuming that the Confirmation Order and all other requisite Bankruptcy Court approvals are obtained, Fisher-Titus' approval, execution, delivery and performance of this Agreement and the consummation of any transaction herein referred to or contemplated and the fulfillment of the terms hereof do not and will not (a) result in the breach or violation of any term or provision of or constitute a default under or conflict with any terms or provision of the articles of incorporation, code of regulations, or any other organizational document of Fisher-Titus, as amended and in effect, any material contract, agreement, lease, commitment, license, franchise, permit, authorization or concession, or any judgment, order or decree, to which Fisher-Titus is a party, or by which Fisher-Titus is bound, or constitute such an event which with notice, lapse of time, or both, would result in any such breach, violation or default, or (b) materially conflict with or result in any violation by Fisher-Titus of any statute, rule, regulation, ordinance, code, order, judgment, writ, injunction, decree or award, or constitute an event which with notice, lapse of time, or both, would result in any such violation.

(b) Assuming that Confirmation Order and all other requisite Bankruptcy Court approvals are obtained, Fisher-Titus 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 of this Agreement or the consummation by Fisher-Titus of the transactions contemplated hereby.

4.4 Brokers.

Other than Kaufman, Hall & Associates, LLC, there is no investment banker, broker, finder, or other intermediary which has been retained by or is authorized to act on behalf of Fisher-Titus that might be entitled to any fee or commission in connection with the transactions contemplated by this Agreement.

4.5 Legal Actions.

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

4.6 WARN Act and Mass Layoffs.

Fisher-Titus does not currently plan or contemplate any plant closings, reduction in force or terminations of employees of TBH or any of TBH Affiliates that would trigger obligations under the Worker Adjustment and Retraining Notification Act of 1988 or any similar Laws ("WARN Act") or similar laws.

ARTICLE V BANKRUPTCY COURT MATTERS

5.1 Bankruptcy Actions.

On or before April 11, 2025, TBH shall seek entry of the Confirmation Order by the Bankruptcy Court. TBH may modify the Confirmation Order at the direction of the Bankruptcy Court, and pursuant to discussions with the United States Trustee, 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 Fisher-Titus in its commercially reasonable discretion.

(a) 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 Parties shall use their respective commercially reasonable efforts to obtain entry by the Bankruptcy Court of the Confirmation Order.

(b) Fisher-Titus shall promptly take all actions as are reasonably requested by TBH 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 Fisher-Titus available to testify before the Bankruptcy Court.

(c) TBH and Fisher-Titus shall (i) appear 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) each 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 TBH from parties in interest in the Bankruptcy Case with respect to the transactions contemplated by this Agreement.

5.2 Approval.

TBH's obligations under this Agreement, the Plan, and in connection with the transactions contemplated hereby or thereby 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).

ARTICLE VI COVENANTS AND AGREEMENTS

6.1 Conduct of the Business.

(a) Except (i) as required by applicable Law, Order or a Governmental Body, (ii) any limitations on operations imposed by the Bankruptcy Court or the Bankruptcy Code or TBH's debtor-in-possession financing or use of cash collateral, as the case may be, (iii) as expressly contemplated, required or permitted by this Agreement, (iv) as set forth on Schedule 6.1 or (v) as consented to in writing by Fisher-Titus (such consent, unless otherwise set forth below, not to be unreasonably withheld, delayed or conditioned) (each of (i) through (v), a "Permitted Exception"), from the date of this Agreement until the Closing (or such earlier date and time on which this Agreement is terminated pursuant to Article VIII), TBH shall carry on the Business in the Ordinary Course (including, but not limited to, maintaining Governmental Authorizations), except as would not reasonably be expected to be material to the Business.

(b) Nothing contained in this Agreement is intended to give Fisher-Titus directly or indirectly, the right to control or direct the Business of TBH and any TBH Affiliates prior to the Closing.

6.2 Access to Information.

(a) From the date hereof until the Closing (or the earlier termination of this Agreement pursuant to Article VIII), TBH will provide Fisher-Titus and its authorized Advisors with full 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 unredacted TBH's and TBH Affiliates' books and records, facilities, and personnel to the extent related to the Businesses in order for Fisher-Titus and its authorized Advisors to access such information regarding the Business 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 TBH or the TBH Affiliates, (ii) such access will occur in accordance with the Confidentiality Agreement, (iii) all requests for access will be directed to Juniper or such other Person(s) as TBH 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 TBH to provide access to, or to disclose any information to, Fisher-Titus or any other Person if such access or disclosure (A) would reasonably cause substantial competitive harm to TBH or TBH Affiliates, (B) would reasonably require TBH to disclose any proprietary information that TBH deems to be commercially sensitive, (C) would reasonably waive any legal privilege, (D) would reasonably be in violation of applicable Laws or the provisions of any Contract to which TBH or any TBH Affiliate is bound or would reasonably violate any fiduciary duty.

(b) The information provided pursuant to this Section 6.2 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 six (6) months following the date hereof notwithstanding anything to the contrary therein. Fisher-Titus 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 Fisher-Titus or any of its Advisors.

(c) Fisher-Titus will not contact any officer, manager, director, employee, customer, supplier, lessee, lessor, lender, licensee, licensor, distributor, noteholder or other material business relation of TBH or any TBH Affiliates prior to the Closing with respect to TBH or TBH Affiliates or related Business) or the transactions contemplated by this Agreement, in each case, nor will it permit any Advisor of Fisher-Titus to do so, without the prior written Consent of TBH. Notwithstanding the foregoing, TBH shall permit Fisher-Titus to discuss tail coverage with TBH's professional liability carrier.

6.3 *Regulatory Approvals.*

(a) TBH will and will cause the TBH Affiliates to (i) make or cause to be made all filings, submissions and notices required to be made by TBH or any TBH Affiliate under any applicable Laws for the consummation of the transactions contemplated by this Agreement, if any, (ii) cooperate with Fisher-Titus in exchanging such information and providing such assistance as Fisher-Titus may reasonably request in connection with any filings or notices required to be made by Fisher-Titus pursuant to Section 6.3(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 6.3(a) or Section 6.3(b) and (B) obtain all required Governmental Authorizations or Consents in connection with such filings.

(b) Fisher-Titus will (i) make or cause to be made all filings and submissions required to be made by Fisher-Titus under any applicable Laws for the consummation of the transactions contemplated by this Agreement, if any, (ii) cooperate with TBH in exchanging such information and providing such assistance as TBH may reasonably request in connection with any filings made by TBH Affiliate pursuant to Section 6.3(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 6.3(a) or Section 6.3(b) and (B) obtain all required Governmental Authorizations or Consents.

6.4 *Reasonable Efforts; Cooperation.*

(a) Subject to the other terms of this Agreement, each Party shall, and shall cause its 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 set forth in this Agreement, 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 either Party will not require any Party or any of its Affiliates or its or their respective 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 TBH pursuant to this Agreement, including this Section 6.4(b), 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 Case), TBH’s debtor-in-possession financing, and TBH’s obligations as debtors in possession to comply with any Order of the Bankruptcy Court, including the Confirmation Order.

6.5 *Further Assurances.*

(a) From time to time, as and when requested by any Party, 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 Insurance.

(a) **Schedule 6.6** contains a true and complete list of all insurance programs maintained by TBH insuring the operations of the Business and TBH Affiliates. Each insurance program is in full force and effect, and all premiums due thereunder have been paid when due. TBH have not received any written notice of cancellation or termination with respect to any such insurance program. TBH have not been denied any insurance coverage that they have requested with respect to the Business during the past three (3) years. Subject to the Bankruptcy Court's oversights, TBH shall use best efforts to maintain all insurance policies described at **Schedule 6.6** with their current coverage limits through the Closing Date.

6.7 Litigation Support.

(a) In the event that, and for so long as, TBH 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 (i) the transactions contemplated under this Agreement, or (ii) 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, Fisher-Titus shall reasonably cooperate with TBH its 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.

(b) In the event that, and for so long as, Fisher-Titus 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, TBH shall reasonably cooperate with Fisher-Titus and its 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.

6.8 Employee Matters.

(a) Nothing in this Agreement shall confer any rights or remedies, including any third-party beneficiary rights, on any Person other than the parties to this Agreement or be deemed to confer any right of employment or service or continued employment or service or any particular term or condition of employment or service for any Person.

ARTICLE VII CONDITIONS TO CLOSING

7.1 Conditions Precedent to the Obligations of Fisher-Titus and TBH.

(a) 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 TBH and Fisher-Titus) on or prior to the Closing Date, of each of the following conditions: (i) 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 (ii) the Bankruptcy Court shall have entered the Confirmation Order in a form reasonably acceptable to Fisher-Titus and the Plan shall have become effective in accordance with its terms.

7.2 Conditions Precedent to the Obligations of Fisher-Titus.

The obligations of Fisher-Titus to consummate the transactions contemplated by this Agreement are subject to the satisfaction (or to the extent permitted by Law, written waiver by Fisher-Titus), on or prior to the Closing Date, of each of the following conditions:

(a) The representations and warranties made by TBH in Article II (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 and (ii) the representations and warranties set forth in Section 3.1 (Organization and Qualification), Section 3.2 (Authorization and Validity of Agreement), Section 3.4 (Conflicts and Consents) and Section 3.5 (Brokers) (collectively, the “Fundamental Representations”) shall be true and correct in all respects as of the Closing as though made on and as of the Closing;

(b) Neither TBH nor any TBH Affiliate has breached in a manner that is material with respect to the Transaction contemplated by this Agreement, taken as a whole, the covenants required to be performed or complied with by TBH, as applicable, under this Agreement at or prior to Closing;

(c) TBH has delivered to Fisher-Titus a certificate of an authorized officer of TBH confirming that (i) the conditions set forth in Sections 7.2(a) and 7.2(b) have been satisfied; and (ii) the conditions of the Plan as set forth in the RSA have been satisfied, as set forth in Exhibit 7.2(c);

(d) TBH and TBH Affiliates shall have delivered to Fisher-Titus all of the closing deliverables set forth in Section 2.2;

(e) TBH has delivered true, correct, and complete copies of any and all Schedules attached to or contemplated by this Agreement at least five (5) Business Days before the Closing Date;

(f) TBH has delivered drafts of all Exhibits attached to or contemplated by this Agreement at least five (5) Business Days before the Closing Date;

(g) TBH has satisfied the requirements of Article VI; and

- (h) The Bankruptcy Court shall have entered the Confirmation Order as a Final Order.

7.3 Conditions Precedent to the Obligations of TBH.

The obligations of TBH to consummate the transactions contemplated by this Agreement are subject to the satisfaction (or to the extent permitted by Law, written waiver by TBH in its sole discretion), on or prior to the Closing Date, of each of the following conditions:

(a) The representations and warranties made by Fisher-Titus in Article IV 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 Fisher-Titus to consummate the transactions contemplated hereby;

(b) Fisher-Titus has not 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) Fisher-Titus has delivered to TBH all of the closing deliverables set forth in Section 2.3; and

- (d) The Bankruptcy Court shall have entered the Confirmation Order as a Final Order.

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. Neither Fisher-Titus nor TBH 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 TBH and Fisher-Titus;

(b) by written notice of either Fisher-Titus, on the one hand, or TBH, 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 Fisher-Titus, on the one hand, or TBH, on the other hand, to the other, if the Closing shall not have occurred on or before the later of 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 TBH may extend the Outside Date up to an additional forty-five (45) 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 TBH to Fisher-Titus, upon a material breach of any covenant or agreement on the part of Fisher-Titus, or if any material representation or warranty of Fisher-Titus 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 Fisher-Titus' obligation to consummate the Closing; provided that (i) if such breach is curable by Fisher-Titus (other than a breach or failure by Fisher-Titus to close when required pursuant to Section 2.1, then TBH may not terminate this Agreement under this Section 8.1(d) for so long as Fisher-Titus 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) the Outside Date or (B) fifteen (15) days after TBH first notifies Fisher-Titus of such breach, and (ii) TBH's right to terminate this Agreement pursuant to this Section 8.1(d) will not be available to TBH at any time TBH is in material breach of any covenant, representation, or warranty hereunder;

(e) by written notice from Fisher-Titus to TBH, upon a breach of any covenant or agreement on the part of TBH, or if any representation or warranty of TBH 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 the applicable TBH (other than a breach or failure by such TBH to close when required pursuant to Section 2.1, then Fisher-Titus may not terminate this Agreement under this Section 8.1(e) for so long as such TBH 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 or (B) 15 days after Fisher-Titus first notifies TBH of such breach and (ii) the right to terminate this Agreement pursuant to this Section 8.1(e) will not be available to Fisher-Titus at any time that Fisher-Titus is in material breach of any covenant, representation or warranty hereunder;

(f) by written notice from TBH to Fisher-Titus, 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 Fisher-Titus fails to complete the Closing at the time required by Section 2.1; and

(g) by written notice from Fisher-Titus to TBH, if all of the conditions set forth in Sections 7.1 and 7.3 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 TBH fails to complete the Closing at the time required by Section 2.1.

(h) by written notice of either Fisher-Titus or TBH, if (i) the Bankruptcy Court approves or authorizes a Superior Transaction with a Person other than Fisher-Titus, or (ii) TBH enters into contract providing for the consummation of any Superior Transaction with a Person other than Fisher-Titus; and

(i) by written notice either from Fisher-Titus, on the one hand, or TBH on the other hand, if Fisher-Titus is not a Winning Bidder.

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 6.2(b) and 8.2 and Article IX shall survive any such termination; provided further that no termination will relieve Fisher-Titus 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 TBH (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 such TBH) resulting from any Willful Breach of this Agreement prior to the date of such termination (which will be deemed to include any failure by Fisher-Titus 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.

9.2 *Expenses.*

Whether or not the Closing takes place, except as otherwise provided herein, (including Section 8.2), 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 and thereby will be paid by the Party incurring such fees, costs and expenses.

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) the day following the day on which the same has been delivered prepaid to a reputable national overnight air courier service or (c) 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 street address set forth below, or at such other street address as such Party may specify by written notice to the other Party.

Notices to Fisher-Titus:

Fisher-Titus Health
Attn: Brent W. Burkey, M.D., President & CEO
272 Benedict Avenue
Norwalk, Ohio 44857
bburkey@ftmc.com

with copies to (which shall not constitute notice):

Baker & Hostetler LLP
Attention: Matthew A. Tenerowicz
Michael A. VanNiel
Key Tower
127 Public Square, Suite 2000
Cleveland, Ohio 44114
mtenerowicz@bakerlaw.com
mvanniel@bakerlaw.com

and

Bernstein-Burkley, P.C.
Attn: Gus Kallergis
1360 East Ninth Street, Suite 1250
Cleveland, Ohio 44114
gkallergis@bernsteinlaw.com

Notices to TBH:

The Bellevue Hospital
Attn: Sara Brokaw, President
1400 W. Main Street
Bellevue, Ohio 44811
sbrokaw@bellevuehospital.com

with copies to (which shall not constitute notice):

Frantz Ward
Attention: Craig Haran
200 Public Square, Suite 3000
Cleveland, OH 44114
charan@frantzward.com

and

Allen Stovall Neuman & Ashton LLP
Attn: Richard Stovall
10 W. Broad St., Suite 2400
Columbus, Ohio 43215
stovall@asnallaw.com

9.4 TBH Advisory Board.

Fisher-Titus shall establish, prior to Closing, an Advisory Board for TBH (the “Advisory Board”) to be governed by the Advisory Board Bylaws, in the form to be attached hereto at **Exhibit 9.4**. Such Bylaws will be prepared by Fisher-Titus. Fisher-Titus anticipates that the initial Advisory Board will be comprised of the individuals set forth on **Exhibit 9.4**. The Advisory Board’s responsibilities will be delegated by the Fisher-Titus Board. The TBH Advisory Board will: (a) act in an advisory capacity as to TBH operations, such as quality metrics, quality improvement activities, patient satisfaction, employee engagement and strategic initiatives; (b) help foster community relationships and evaluate, identify and recommend community service opportunities to respond to community needs within TBH’s service area; and (c) engage in fundraising efforts in the service area for the benefit of TBH and for Fisher-Titus as a whole. The Advisory Board members may serve on other Fisher-Titus Board committees and may appoint one Advisory Board member to serve on the Fisher-Titus Board.

9.5 Binding Effect; Assignment.

This Agreement shall be binding upon Fisher-Titus and, subject to the terms of the Bidding Procedures Order (with respect to the matters covered thereby) and the Confirmation Order, TBH 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 Case 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 Fisher-Titus and TBH, and any attempted assignment or delegation without such prior written Consent shall be null and void.

9.6 Amendment and Waiver.

Any provision of this Agreement or the Schedules or exhibits hereto may be (a) amended only in a writing signed by Fisher-Titus and TBH 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.

9.7 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 assigns, any legal or equitable right, remedy, or claim under or with respect to this Agreement or any provision of this Agreement.

9.8 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; provided that nothing in this Section 9.8 shall limit any Person's Liability arising from conduct of such Person that is determined by a Final Order of a court of competent jurisdiction to have constituted an actual fraud, willful breach, knowing and intentional misrepresentation, or criminal act by such Person. Subject to the Closing, 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

9.9 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.

9.10 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.

9.11 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.

9.12 Complete Agreement.

This Agreement, together with the Plan, the Confirmation Order and any other agreements expressly referred to herein or therein, contains the entire agreement of the Parties respecting the Transaction and other transactions contemplated by this Agreement and supersedes all prior agreements among the Parties respecting the Transaction and related transactions contemplated by this Agreement. In the event of any conflict between this Agreement, on the one hand, and the Plan and the Confirmation Order, on the other hand, the terms of the Plan and the Confirmation Order shall control. 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, the Plan and Confirmation Order will control.

9.13 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, neither TBH nor Fisher-Titus 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 9.13 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 9.13 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 ten (10) Business Days or (b) such longer time period established by the Court presiding over such injunction(s) or Order.

9.14 *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 Northern District Court of Ohio (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.

9.15 *Governing Law; Waiver of Jury Trial.*

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 Ohio applicable to agreements executed and performed entirely within such State without regards to conflicts of law principles of the State of Ohio or any other jurisdiction that would cause the Laws of any jurisdiction other than the State of Ohio to apply.

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.

9.16 *No Right of Set-Off.*

Fisher-Titus, on its own behalf and on behalf of its successors and permitted assigns, hereby waives any rights of set-off, netting, offset, recoupment or similar rights that Fisher-Titus, or any of its or their respective successors and permitted assigns has or may have with respect to the payment of any payments to be made by Fisher-Titus pursuant to this Agreement or any other document or instrument delivered by Fisher-Titus in connection herewith.

9.17 *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.

9.18 Publicity.

Prior to Closing, neither of TBH nor Fisher-Titus shall, and none of them shall permit their respective controlled Affiliates 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 Fisher-Titus or TBH, 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; 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.

9.19 Fiduciary Obligations.

Nothing in this Agreement, or any document related to the transactions contemplated hereby, will require either Party or its 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 in each such case so long as TBH exercise their right to terminate this Agreement in accordance with the terms of Article VIII. Each Party retains the right to pursue any transaction or restructuring strategy that, in such Party's business judgment, will maximize the value of the estate of TBH. Nothing in this Section 9.19 alters or impairs any of Fisher-Titus' rights under this Agreement.

9.20 Transfer Tax.

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 transactions contemplated hereby (the "Transfer Taxes") shall be borne and timely paid by Fisher-Titus, and Fisher-Titus shall timely file all Tax Returns related to any Transfer Taxes. Fisher-Titus shall indemnify TBH against any losses suffered by TBH as a result of Fisher-Titus failing to comply with its obligations under this Section 9.20.

ARTICLE X ADDITIONAL DEFINITIONS AND INTERPRETIVE MATTERS

10.1 Certain Definitions.

"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.

“Acquisition Amount” is defined in Section 2.3(a).

“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.

“Advisory Board” is defined in Section 9.4.

“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.

“Agreement” is defined in the Recitals.

“Agreement Dispute” is defined in Section 9.14.

“Alternative Transaction” has the same meaning as assigned in the RSA.

“Auction” shall have the meaning ascribed to such term in the Bidding Procedures Order.

“Bankruptcy Case” is defined in the Recitals.

“Bankruptcy Code” is defined in the Recitals.

“Bankruptcy Court” is defined in the Recitals.

“Bidding Procedures Order” as defined in Section 5.1(a).

“Business(es)” means the acute care hospital and related health care business of TBH and the business of each TBH Affiliate.

“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.

“Capital Contribution” is defined in Section 2.4(b).

“Chosen Courts” is defined in Section 9.14.

“Closing” is defined in Section 2.1.

“Closing Date” is defined in Section 2.1.

“Code” is defined in the Recitals.

“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.

“Confidentiality Agreement” means that certain agreement, dated as of February 14, 2025, by and between Fisher-Titus and TBH.

“Confirmation Order” means the Order or Orders, (i) in form and substance consistent in all material respects with this Agreement, (i) confirming Chapter 11 plan or reorganization with respect to TBH, (ii) approving this Agreement and the terms and conditions hereof, including pursuant to Sections 363 and 365 of the Bankruptcy Code and (iii) approving and authorizing TBH to consummate the transactions contemplated by this Agreement, substantially in the form attached hereto as **Exhibit A**.

“Consent” means any approval, consent, ratification, permission, waiver or authorization, or an Order of the Bankruptcy Court that deems or renders unnecessary the same.

“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 non-binding purchase order, non-binding service order, non-binding letter of intent, or non-binding Confirmation Order.

“Control” or “controlled by” is defined in Section 3.1(a).

“Debtors” means, collectively, the debtors-in-possession under the Bankruptcy Case.

“Document” or “document” means all of TBH and TBH Affiliate information stored on the computer systems, data networks or servers, written files, all patient records and charts (whether in hard copy or electronic and regardless of whether stored on the computer systems, data networks or servers of TBH or any TBH Affiliates), patient reimbursement, collections, and related insurance information, patient lists, documents, instruments, papers, books, reports, records, tapes, microfilms, photographs, letters, budgets, forecasts, plans, operating records, safety and environmental reports, data, studies, and documents, Tax Returns, ledgers, journals, title policies, customer lists, regulatory filings, operating data and plans, research material, technical documentation (design specifications, engineering information, test results, logic manuals, processes, flow charts, etc.), user documentation (installation guides, user manuals, training materials, release notes, working papers, etc.), marketing documentation (sales brochures, flyers, pamphlets, web pages, etc.), and other similar materials, in each case whether or not in electronic form, and including all documents in the Juniper data room.

“D&O Insurance” is defined in Section 2.4(c).

“D&O Tail Coverage” is defined in Section 2.4(c).

“Effective Date” has the same meaning as assigned in the Plan.

“Employee Plan” is defined in Section 3.12.

“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.

“Environmental Laws” means all Laws concerning pollution, Hazardous Materials, or protection of the environment.

“Equity Interests” means, with respect to a Person, any membership interests, partnership interests, profits interests, capital stock or other equity securities (including profit participation features or equity appreciation rights, phantom stock rights or other similar rights) or ownership interests of such Person, or any securities (including debt securities or other indebtedness) exercisable or exchangeable for or convertible into, or other rights to acquire, membership interests, partnership interests, capital stock or other equity securities or ownership interests of such Person (or otherwise constituting an investment in such Person).

“ERISA” is defined in Section 3.12.

“Exclusive to the Business” means used exclusively or exclusively held for use exclusively in or arising exclusively out of the operation or conduct of the Business as conducted by TBH and business of each respective TBH Affiliates immediately prior to the Closing.

“Executory Contract” means any agreement in which TBH is a party and each party thereto has unperformed or continuing obligations thereunder.

“Final Order” means an order or judgment of the Bankruptcy Court, or other court of competent jurisdiction with respect to the subject matter that has not been reversed, stayed, modified, or amended, as entered on the docket in any Chapter 11 Case or the docket of any other court of competent jurisdiction, and as to which the time to appeal, or seek certiorari or move for rehearing has expired and no appeal or petition for certiorari or other proceedings for a new trial, rehearing has been timely taken, or as to which any appeal that has been taken or any petition for certiorari that has been or may be timely filed has been withdrawn or resolved by the highest court to which the order or judgment was appealed or from which certiorari was sought (with such court affirming such order) or rehearing will have been denied, resulted in no stay pending appeal of such order, or has otherwise been dismissed with prejudice; provided that the possibility that a motion under Rule 60 of the Federal Rules of Civil Procedure, or any analogous rule under the Bankruptcy Rules, may be Filed with respect to such order will not preclude such order from being a Final Order.

“Financial Statements” is defined in Section 3.8.

“Firelands” means Firelands Regional Health System.

“Fundamental Representations” is defined in Section 7.2(a).

“GAAP” means generally accepted accounting principles as applied in the United States of America.

“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.

“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.

“Governmental Health Program” means any federal health program as defined in 42 U.S.C. § 1320a-7b(f), including but not limited to Medicare, Medicaid, TRICARE, CHAMPUS, VA, and any state healthcare programs.

“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.

“Healthcare Laws” means those Laws that are applicable to the healthcare operations of the Business, including but not limited to: (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 and 1320a-7b), the Federal Program Fraud Civil Remedies Act (31 U.S.C. § 3801 et seq.), the Federal Health Care Fraud Law (18 U.S.C. § 1347), and the Ethics in Patient Referrals Act, as amended, or “Stark Law,” 42 U.S.C. § 1395nn; (iii) the Exclusion Laws (42 U.S.C. § 1320a-7); (iv) HIPAA (defined below); (v) the Patient Protection and Affordable Care Act and the Health Care and Education Reconciliation Act of 2010; and (vi) relevant Ohio Statutes and regulations; in each case, as amended, and all regulations promulgated pursuant thereto and any similar state and local Laws that address the subject matter of the foregoing.

“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 each TBH’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.

“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).

“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 foregoing.

“IRS” means the Internal Revenue Service and any Governmental Body succeeding to the functions thereof.

“Juniper” is defined in Section 3.5.

“Law” means any law, rule, regulation, judgment, order, of any Governmental Body in effect on or prior to the date of this Agreement.

“Lease” means all leases, subleases, licenses, concessions and other agreements pursuant to which TBH or any TBH Affiliate holds any Real Property, including the right to all security deposits and other amounts and instruments deposited by or on behalf of TBH or any TBH Affiliate.

“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.

“Material Contracts” means each Contract, or group of Contracts with the same party or related parties, Exclusive to the Business of TBH (excluding any Contracts with Commercial Payors and non-binding purchase orders) currently in effect which by its, or their, terms (i) is a Lease for leased Real Property; (ii) is a Contract pursuant to which any TBH is required to make or entitled to receive payments on an annual basis in excess of \$50,000 in the aggregate or is otherwise associated with revenues on an annual basis in excess of \$50,000 in the aggregate.

“Medical Staff” is defined in Section 3.18.

“Member” means an owner of the Equity Interests.

“Membership” means the rights and privileges held by a member in an Ohio non-profit corporation set forth in in Chapter 1702 of the Ohio Revised Code, the non-profit corporation’s articles of incorporation, and code of regulations.

“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 Case (including the Confirmation Order).

“Ordinary Course” means the ordinary and usual course of operations of the Business of TBH (in each case, where applicable) taken as a whole and taking into account the contemplation, commencement and pendency of the Bankruptcy Case.

“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).

“Outside Date” has the meaning set forth in any applicable Court Order.

“Party” or “Parties” is defined in the Recitals.

“Permits” means all licenses, permits, registrations, accreditations, certifications, qualifications, agreements, authorizations, easements, orders, certificates, franchises, qualifications, rulings, waivers, variances, Consents, enrollments (excluding 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 TBH, taken as a whole.

“Permitted Encumbrance” means (i) Encumbrances for utilities and Taxes or other governmental charges not yet due and payable, or being contested in good faith in appropriate proceedings, (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 Real Property as it relates to the operation of any acquired assets 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 Real Property, (iv) immaterial 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, (v) immaterial licenses of Intellectual Property, (vi) such other Encumbrances or title exceptions as Fisher-Titus may expressly approve as “Permitted Encumbrances” in writing in its sole discretion, and (vii) solely prior to Closing, any Encumbrances that will be removed or released by operation of the Confirmation Order. For the avoidance of doubt, any one or more of the foregoing shall be deemed “material” if it would prevent the Fisher-Titus’ operation of the Real Property in substantially the same manner as TBH or TBH Affiliates have operated such Real Property in the Ordinary Course.

“Permitted Exception” is defined in Section 6.1.

“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.

“Petition Date” is defined in the Recitals.

“Plan” means the *Debtors’ Plan of Reorganization Pursuant to Chapter 11 of the Bankruptcy Code* [Docket No. [158] (as may be amended, supplemented, or otherwise modified from time to time) in form and substance consistent in all material respect with the Agreement and reasonably acceptable to Fisher-Titus.

“Real Property” is defined in Section 3.9(a).

“Restated Articles” is defined in Section 1.1(a).

“Restated Regulations” is defined in Section 1.1(a).

“Restated TBH Organizational Documents” is defined in Section 1.1(a).

“Restructuring” is defined in the Recitals.

“RSA” means that certain *Restructuring Support Agreement* (the “RSA”), dated February 4, 2025, by and among TBH, Fifth Third (as defined therein), the Master Trustee (as defined therein), and Firelands.

“Schedule(s)” is defined in Article III Recital.

“Senior Secured Creditor Payment” is defined in Section 2.3(a).

“Superior Transaction” is defined in the RSA.

“Tail Coverage” is defined in Section 2.4(d).

“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.

“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.

“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.

“TBH” is defined in the Recitals.

“TBH Affiliate or Affiliate(s)” is defined in Section 3.1(a).

“TBH’s Knowledge” or words of like import mean the actual knowledge of each of the President and CEO of TBH and the Interim CFO of TBH in each case without personal liability on the part of any of them.

“TJC” is defined in Section 3.15.

“Transfer Taxes” is defined in Section 9.20.

“WARN Act” is defined Section 4.6.

“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.

“Winning Bidder” is defined in the Bidding Procedures Order.

10.2 Rules of Interpretation.

(a) 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.

(b) 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.

(c) 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 transactions contemplated to effectuate the member substitution.

(d) 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.”

(e) The words “to the extent” shall mean “the degree by which” and not simply “if.”

(f) 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.

(g) 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.

(h) 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.

(i) All references to “\$” and dollars will be deemed to refer to United States currency unless otherwise specifically provided.

(j) 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.

(k) Any document or item will be deemed “delivered,” “provided” or “made available” by TBH, within the meaning of this Agreement if such document or item is electronically delivered or provided to Fisher-Titus and its legal counsel.

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

(m) 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.

(n) 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.

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

[signature page follows]

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.

FISHER-TITUS:

FISHER-TITUS HEALTH

By: 

Name: Brent W. Burkey, M.D.

Title: President & CEO

[SIGNATURE PAGE TO MEMBER SUBSTITUTION AGREEMENT]

TBH:

THE BELLEVUE HOSPITAL

By:_____

Name: Sara Brokaw, R.N.

Title: Chief Executive Officer

EXHIBIT A
[To be attached.]

EXHIBIT 1.1(a)(i)
[To be attached.]

EXHIBIT 1.1(a)(ii)
[To be attached.]

EXHIBIT 1.1(b)
[To be attached.]

EXHIBIT 2.2(a)
[To be attached.]

EXHIBIT 2.2(b)
[To be attached.]

EXHIBIT 2.2(c)
[To be attached.]

EXHIBIT 2.2(d)
[To be attached.]

EXHIBIT 2.2(e)
[To be attached.]

EXHIBIT 2.2(g)
[To be attached.]

EXHIBIT 2.2(i)
[To be attached.]

EXHIBIT 2.3(b)
[To be attached.]

EXHIBIT 2.3(c)
[To be attached.]

EXHIBIT 2.3(d)
[To be attached.]

EXHIBIT 2.4(e)
[To be attached.]

EXHIBIT 2.4(g)
[To be attached.]

EXHIBIT 7.2(c)
[To be attached.]

EXHIBIT 9.4
[To be attached.]

Exhibit 2

Invoices

BakerHostetler

Fisher-Titus Medical Center
272 Benedict Ave.
Norwalk, OH 44857-2374

Invoice Date: 03/14/25
Invoice Number: 51401254
B&H File Number: 04128/015256/000001
Taxpayer ID Number: 34-0082025
Page 1

Regarding: Bellevue Hospital

For professional services rendered through February 28, 2025

BALANCE FOR THIS INVOICE DUE BY 04/13/25
All amounts are in United States Dollars

\$ 
51,390.45

Remittance Copy

Please include this page with payment

Invoice No: 51401254

Firm Contact Information

Miranda Egri
(216) 861-7687
megri@bakerlaw.com

Please Remit To:
Baker & Hostetler LLP
P.O. Box 70189
Cleveland, OH 44190-0189

Reference Invoice No:
51401254

1375 East 9th Street, Suite 2100
Cleveland, OH 44114-1794
Country Code: US

Email the "Remittance Copy" to
bakerlockbox@bakerlaw.com

BakerHostetler

Fisher-Titus Medical Center
272 Benedict Ave.
Norwalk, OH 44857-2374

Invoice Date: 03/14/25
Invoice Number: 51401254
B&H File Number: 04128/015256/000001
Taxpayer ID Number: 34-0082025
Page 2

Regarding: Bellevue Hospital

For professional services rendered through February 28, 2025

Fees	\$		56,462.50
------	----	--	-----------

10% Courtesy Discount			5,646.25
-----------------------	--	--	----------

Total Fees			50,816.25
------------	--	--	-----------

Expenses and Other Charges

Automated Research (E106)		574.20
---------------------------	--	--------

Total Expenses	\$	574.20
----------------	----	--------

BALANCE FOR THIS INVOICE DUE BY 04/13/25 IN USD	\$	
		51,390.45

Baker&Hostetler LLP

Regarding: **Bellevue Hospital**
 Matter Number: **015256.000001**

Name	Title	Hours	Rate	Amount
Tenerowicz, Matthew A.	Partner	5.25	\$ 835.00	\$
VanNiel, Michael A.	Partner	51.50	935.00	
Prince, Scott E.	Associate	4.50	610.00	
Szalay, Sarah M.	Paralegal	3.75	315.00	
Total		65.00		\$ 56,462.50

Date	Name	Description	Hours	Amount
02/03/25	Tenerowicz, Matthew A.	Prepare for and participate in meeting with Mr. Burkey, Mr. Einsley and Ms. Harwood at FTMC offices.	2.00	1,670.00
02/03/25	VanNiel, Michael A.	Prepare for and attend meeting with client representatives; travel to and from Norwalk for same; review Bellevue strategy in light of same.	6.25	5,843.75
02/04/25	VanNiel, Michael A.	Review and address Bellevue strategy and issues.	2.00	1,870.00
02/05/25	Prince, Scott E.			
02/05/25	Szalay, Sarah M.	Access and obtain docket and relating pleadings and forward to Mr. VanNiel and Mr. Prince.	0.50	157.50
02/05/25	Tenerowicz, Matthew A.			
02/05/25	VanNiel, Michael A.			

Baker & Hostetler LLP

Date	Name	Description	Hours	Amount
02/06/25	Prince, Scott E.	Review and analysis of first day bankruptcy filings at Mr. VanNiel's request.	3.25	1,982.50
02/06/25	Prince, Scott E.	Correspondence with Mr. VanNiel regarding first day bankruptcy filings.	0.25	152.50
02/06/25	Szalay, Sarah M.	Access and obtain recently filed pleadings and forward to Mr. VanNiel and Mr. Prince.	0.25	78.75
02/06/25	Tenerowicz, Matthew A.	Conference calls and correspondence regarding TBH bankruptcy.	0.50	417.50
02/06/25	VanNiel, Michael A.	[REDACTED]		
02/07/25	Prince, Scott E.	Correspondence with Mr. VanNiel regarding first day bankruptcy filings.	0.25	152.50
02/07/25	Szalay, Sarah M.	Access and obtain recently filed pleadings and forward to Mr. VanNiel and Mr. Prince.	0.25	78.75
02/07/25	Szalay, Sarah M.	[REDACTED]		
02/07/25	VanNiel, Michael A.	[REDACTED]		
02/10/25	VanNiel, Michael A.	Review and address Bellevue Hospital issues; multiple correspondence with working group regarding same; review strategic alternatives relating to same.	4.00	3,740.00
02/11/25	Prince, Scott E.	Review and analysis of Restructuring Support Agreement and motion to approve; correspondence with Mr. VanNiel regarding the same.	0.75	457.50
02/11/25	Szalay, Sarah M.	Access and obtain recently filed pleadings and forward to Mr. VanNiel and Mr. Prince.	0.25	78.75
02/11/25	VanNiel, Michael A.	[REDACTED]		

Baker & Hostetler LLP

Date	Name	Description	Hours	Amount
		[REDACTED]		
02/12/25	Szalay, Sarah M.	Access and obtain recently filed pleadings and forward to Mr. VanNiel and Mr. Prince.	0.25	78.75
02/12/25	Tenerowicz, Matthew A.	Prepare for and participate in conference call with Fisher Titus leadership regarding bankruptcy filing and next steps.	0.50	417.50
02/12/25	VanNiel, Michael A.	Review and address Bellevue issues and strategy; [REDACTED]; multiple correspondence with working group regarding Bellevue matters.	3.00	2,805.00
02/13/25	Szalay, Sarah M.	Access and obtain recently filed pleadings and forward to Mr. VanNiel and Mr. Prince.	0.25	78.75
02/13/25	VanNiel, Michael A.	Review and address Bellevue issues; review and analyze select materials in connection with same; multiple correspondence with working group regarding bidding process and related matters.	6.25	5,843.75
02/14/25	Szalay, Sarah M.	Access and obtain recently filed pleadings and forward to Mr. VanNiel and Mr. Prince.	0.25	78.75
02/14/25	VanNiel, Michael A.	Review and address Bellevue matters; multiple correspondence with working group regarding same.	5.75	5,376.25
02/18/25	Szalay, Sarah M.	Access and obtain recently filed pleadings and forward to Mr. VanNiel and Mr. Prince.	0.25	78.75
02/18/25	Tenerowicz, Matthew A.	Prepare for and participate in call with Mr. Burkey to prepare for FTMC board meeting call.	1.00	835.00
02/18/25	VanNiel, Michael A.	Review and address board and Bellevue issues; multiple correspondence with working group regarding same; begin preparation for Board meeting presentation; review and analyze upcoming hearing issues; review and analyze possible third party recoveries; prepare for and attend discussion with Dr. Burkey regarding Bellevue matters.	5.50	5,142.50
02/19/25	Szalay, Sarah M.	Access and obtain recently filed pleadings and forward to Mr. VanNiel and Mr. Prince.	0.25	78.75

Baker & Hostetler LLP

Date	Name	Description	Hours	Amount
02/19/25	Tenerowicz, Matthew A.	Prepare for and participate in FTMC board meeting regarding status of TBH discussions and potential bid for TBH.	1.00	835.00
02/19/25	VanNiel, Michael A.	Review and analyze Bellevue bankruptcy developments; prepare for and attend FTMC board meeting; multiple correspondence regarding Bellevue issues; review bankruptcy strategy regarding same.	3.50	3,272.50
02/20/25	Szalay, Sarah M.	Access and obtain recently filed pleadings and forward to Mr. VanNiel and Mr. Prince.	0.25	78.75
02/20/25	Tenerowicz, Matthew A.	Review email from Mr. Burkey regarding Juniper presentation to FTMC board; correspondence with Mr. Burkey regarding same.	0.25	208.75
02/20/25	VanNiel, Michael A.	Review and address multiple Bellevue bankruptcy and related issues; coordinate with Mr. Kallergis regarding upcoming hearings and reservation of rights matters.	3.00	2,805.00
02/21/25	Szalay, Sarah M.	[REDACTED]		
02/21/25	Szalay, Sarah M.	Access and obtain recently filed pleadings and forward to Mr. VanNiel and Mr. Prince.	0.25	78.75
02/21/25	VanNiel, Michael A.	Review and address Bellevue issues; correspondence and telephone conferences with working group regarding same; [REDACTED]	2.00	1,870.00
02/24/25	Szalay, Sarah M.	Access and obtain recently filed pleadings and forward to Mr. VanNiel and Mr. Prince.	0.25	78.75
02/24/25	VanNiel, Michael A.	Review and address Bellevue issues and strategy; multiple correspondence with working group regarding same.	3.75	3,506.25
02/25/25	Szalay, Sarah M.	Access and obtain recently filed pleadings and forward to Mr. VanNiel and Mr. Prince.	0.25	78.75
02/25/25	VanNiel, Michael A.	Review and analyze claims issues and latest Bellevue developments; correspondence regarding same; review summary of Bellevue hearing and select documents relevant to strategy.	2.00	1,870.00

Baker & Hostetler LLP

Date	Name	Description	Hours	Amount
02/26/25	Szalay, Sarah M.	Access and obtain recently filed pleadings and forward to Mr. VanNiel and Mr. Prince.	0.25	78.75
02/26/25	VanNiel, Michael A.	[REDACTED]		
02/27/25	VanNiel, Michael A.	Prepare for and attend discussion with client and possible consultants; review and address Bellevue issues and strategy; correspondence with working group regarding Bellevue.	4.50	4,207.50
02/28/25	VanNiel, Michael A.	[REDACTED]		
Total			65.00	56,462.50

Expenses and Other Charges

Date	DESCRIPTION	Total
02/05/25	Lexis Research - 02/05/25 by PRINCE SCOTT	574.20
TOTAL		<u>\$ 574.20</u>

BakerHostetler

Fisher-Titus Medical Center
272 Benedict Ave.
Norwalk, OH 44857-2374

Invoice Date: 04/28/25
Invoice Number: 51415381A
B&H File Number: 04128/015256/000001
Taxpayer ID Number: 34-0082025
Page 1

Regarding: **Bellevue Hospital**

For professional services rendered through March 31, 2025

BALANCE FOR THIS INVOICE DUE BY 05/28/25
All amounts are in United States Dollars

\$

187,509.75

Remittance Copy

Please include this page with payment

Invoice No: 51415381A

Firm Contact Information

Miranda Egri
(216) 861-7687
megri@bakerlaw.com

Please Remit To:
Baker & Hostetler LLP
P.O. Box 70189
Cleveland, OH 44190-0189

Reference Invoice No:
51415381A

1375 East 9th Street, Suite 2100
Cleveland, OH 44114-1794
Country Code: US

Email the "Remittance Copy" to
bakerlockbox@bakerlaw.com

BakerHostetler

Fisher-Titus Medical Center
272 Benedict Ave.
Norwalk, OH 44857-2374

Invoice Date: 04/28/25
Invoice Number: 51415381A
B&H File Number: 04128/015256/000001
Taxpayer ID Number: 34-0082025
Page 2

Regarding: Bellevue Hospital

For professional services rendered through March 31, 2025

Fees	\$		208,915.00
10% Courtesy Discount			21,405.25
Total Fees	\$		187,509.75

BALANCE FOR THIS INVOICE DUE BY 05/28/25 IN USD

\$ 187,509.75

Baker&Hostetler LLP

Regarding: Bellevue Hospital
Matter Number: 015256.000001

Name	Title	Hours	Rate	Amount
Bulson, Brian A.	Partner	10.00	\$ 715.00	\$ 7,150.00
Tenerowicz, Matthew A.	Partner	48.00	835.00	40,080.00
Van Euwen, Peter W.	Partner	5.50	835.00	4,592.50
VanNiel, Michael A.	Partner	127.25	935.00	
Brown, Quentin A.	Associate	3.75	440.00	1,650.00
Prince, Scott E.	Associate	37.00	610.00	
Ruark, Kimberly S.	Counsel	13.00	990.00	12,870.00
Szalay, Sarah M.	Paralegal	3.25	315.00	
Total		247.75		\$ 208,915.00

Date	Name	Description	Hours	Amount
03/03/25	VanNiel, Michael A.	[REDACTED]	[REDACTED]	[REDACTED]
03/04/25	Prince, Scott E.	Correspondence with Mr. VanNiel regarding status and strategy of Bellevue Hospital bankruptcy.	0.25	152.50
03/04/25	Prince, Scott E.	[REDACTED]	[REDACTED]	[REDACTED]
03/04/25	Szalay, Sarah M.	Access and obtain recently filed pleadings and forward to Mr. VanNiel and Mr. Prince.	0.25	78.75
03/04/25	VanNiel, Michael A.	Review and analyze Bellevue plan-related materials; correspondence with working group regarding same; review and address Bellevue and bidding issues; multiple correspondence regarding same; telephone conference with Mr. Tenerowicz regarding same.	2.75	2,571.25
03/05/25	Prince, Scott E.	Review of bankruptcy docket, pleadings, pending deadlines, and upcoming hearing dates at Mr. VanNiel's request.	1.50	915.00
03/05/25	Szalay, Sarah M.	Access and obtain recently filed pleadings and	0.25	78.75

Baker & Hostetler LLP

Date	Name	Description	Hours	Amount
		forward to Mr. VanNiel and Mr. Prince.		
03/05/25	VanNiel, Michael A.	Review and analyze Bellevue strategy and bankruptcy materials; correspondence with working group regarding issues with same.	3.50	3,272.50
03/06/25	Szalay, Sarah M.	Access and obtain recently filed pleadings and forward to Mr. VanNiel and Mr. Prince.	0.25	78.75
03/06/25	VanNiel, Michael A.	[REDACTED]; multiple correspondence with working group regarding due diligence and bidding process and bankruptcy issues.	0.50	467.50
03/07/25	Szalay, Sarah M.	Access and obtain recently filed pleadings and forward to Mr. VanNiel and Mr. Prince.	0.25	78.75
03/07/25	VanNiel, Michael A.	Review and address Bellevue bankruptcy issues; multiple correspondence with working group regarding same.	3.00	2,805.00
03/10/25	Prince, Scott E.	Review and analysis of bankruptcy filings, including the schedule of assets and liabilities and statement of financial affairs, at Mr. VanNiel's request.	1.25	762.50
03/10/25	Szalay, Sarah M.	Access and obtain recently filed pleadings and forward to Mr. VanNiel and Mr. Prince.	0.25	78.75
03/10/25	VanNiel, Michael A.	Review and address Bellevue bankruptcy matters and strategy; multiple correspondence regarding same and bidding issues.	3.50	3,272.50
03/11/25	Szalay, Sarah M.	[REDACTED]		
03/11/25	VanNiel, Michael A.	Review Bellevue valuation and bankruptcy plan issues and materials; review bidding strategy in light of same; multiple correspondence with working group regarding Bellevue matters; prepare for and attend discussion with client representatives and consultants regarding Bellevue.	3.75	3,506.25
03/12/25	Szalay, Sarah M.	Access and obtain recently filed summary of plan and forward to Mr. VanNiel and Mr. Prince.	0.25	78.75
03/12/25	VanNiel, Michael A.	Review and address Bellevue bankruptcy and bidding issues; review select bankruptcy documents relevant to inquires regarding same; multiple correspondence with working group regarding same.	3.25	3,038.75

Baker & Hostetler LLP

Date	Name	Description	Hours	Amount
03/13/25	Szalay, Sarah M.	Access and obtain recently filed pleadings and forward to Mr. VanNiel and Mr. Prince.	0.25	78.75
03/13/25	VanNiel, Michael A.	Prepare for and attend Kaufman meeting regarding due diligence and bidding analysis; review strategy in light of same; review and respond to multiple inquiries from Kaufman team regarding bankruptcy process matters and bid structures; review materials from Kaufman regarding same.	4.25	3,973.75
03/14/25	Szalay, Sarah M.	[REDACTED]		
03/14/25	VanNiel, Michael A.	Review and address Bellevue issues and strategy; review and respond to Kaufman questions regarding same; multiple correspondence regarding Bellevue issues.	3.50	3,272.50
03/17/25	Prince, Scott E.	Review and analysis of bid procedures to determine requirements thereunder, plan, and disclosure statement at Mr. VanNiel's request.	2.00	1,220.00
03/17/25	Tenerowicz, Matthew A.	Review draft Kaufman Hall materials.	0.75	626.25
03/17/25	VanNiel, Michael A.	Review and address Bellevue transaction matters; multiple correspondence and telephone conferences with deal working group regarding Bellevue; review and address due diligence and deal documentation matters; correspondence with Kaufman team regarding bidding and auction issues.	5.75	5,376.25
03/18/25	Prince, Scott E.	Continue review and analysis of bid procedures to determine requirements thereunder, plan, and disclosure statement at Mr. VanNiel's request.	2.00	1,220.00
03/18/25	Szalay, Sarah M.	Access and obtain recently filed pleadings and forward to Mr. VanNiel and Mr. Prince.	0.25	78.75
03/18/25	Tenerowicz, Matthew A.	Review Kaufman Hall slide deck in preparation for board meeting; conference call with Kaufman Hall team; participate in lengthy FTMC board meeting.	4.50	3,757.50
03/18/25	VanNiel, Michael A.	Review and address Bellevue transaction issues; multiple correspondence and telephone conferences with working group regarding open issues with same; prepare for and attend Board meeting regarding Bellevue; review and	8.50	7,947.50

Baker & Hostetler LLP

Date	Name	Description	Hours	Amount
		address specific items in light of same; review and analyze strategy for revisions to MSA and bankruptcy plan to accompany possible bid for Bellevue.		
03/19/25	Tenerowicz, Matthew A.	Prepare for and participate in update calls with FTMC and Kaufman Hall teams; review Member Substitution Agreement; conference call with Mr. Van Niel regarding same; attention to status of diligence materials.	3.00	2,505.00
03/19/25	VanNiel, Michael A.	Review and address multiple Bellevue transaction and bankruptcy process matters; correspondence and telephone conferences with deal working group regarding same; prepare for and attend working group discussion regarding Board presentation and transaction issues.	7.75	7,246.25
03/20/25	Bulson, Brian A.	Attention to bankruptcy matters; calls and correspondence with deal team.	1.00	715.00
03/20/25	Prince, Scott E.	Additional review and analysis of bid procedures, DIP financing agreement, membership substitution agreement, and ancillary documents and draft checklist regarding the same at Mr. VanNiel's request.	4.75	2,897.50
03/20/25	Ruark, Kimberly S.	Teleconference with Mr. VanNiel regarding potential Bellevue bid; review and analyze existing Member Substitution agreement between Bellevue and Firelands.	1.75	1,732.50
03/20/25	Szalay, Sarah M.	Access and obtain recently filed pleadings and forward to Mr. VanNiel and Mr. Prince.	0.25	78.75
03/20/25	Tenerowicz, Matthew A.	Conference calls regarding status of bid for TBH; review Member Substitution Agreement and related documents; correspondence with BH team regarding same.	1.50	1,252.50
03/20/25	VanNiel, Michael A.	Review and address Bellevue diligence and transaction strategy issues; outline regarding same; review and address MSA markup and bankruptcy plan issues and strategy relating to bid submission; multiple correspondence and telephone conferences with transaction working regarding Bellevue open items.	6.75	6,311.25
03/21/25	Bulson, Brian A.	Review data room; prepare high-level summaries; calls and correspondence with deal team; review and respond to specific follow-up requests.	3.00	2,145.00

Baker & Hostetler LLP

Date	Name	Description	Hours	Amount
03/21/25	Prince, Scott E.	Conference with Baker team and Mr. Kallergis regarding strategy of bid and case.	0.50	305.00
03/21/25	Ruark, Kimberly S.	Teleconference with Mr. Tenerowicz, Mr. VanNiel, Mr. Belfon and Mr. Kaltergis regarding strategy for Bellevue transaction; teleconference with Mr. Tenerowicz regarding further health regulatory analysis; research and analyze option for Rural Emergency Hospital designation; review member substitution agreement.	3.50	3,465.00
03/21/25	Tenerowicz, Matthew A.	Prepare for status call with FTMC team; participate in conference call with FTMC team including team leads and with Kaufman Hall; conference calls regarding next steps in bankruptcy process; prepare for board meeting on 3/22.	3.50	2,922.50
03/21/25	VanNiel, Michael A.	Prepare for and attend client team meeting regarding Bellevue; review and comment on due diligence open issues and closing checklist working draft; review and address bankruptcy and transaction due diligence issues; multiple correspondence and telephone conferences with transaction working group regarding same.	8.25	7,713.75
03/22/25	Bulson, Brian A.	Attention to diligence matters; review data room and contracts regarding same; attention to requested summaries.	1.50	1,072.50
03/22/25	Tenerowicz, Matthew A.	Prepare for and participate in FTMC Board meeting to consider potential bid for TBH, including review Kaufman Hall deck materials; prepare slides for Monday Board meeting.	5.50	4,592.50
03/22/25	VanNiel, Michael A.	Prepare for and attend Board meeting regarding Bellevue; review and address transaction definitive document issues and bankruptcy strategy; correspondence with working group regarding Bellevue deal issues; draft, review and revise presentation slides regarding legal considerations associated with Bellevue bid; correspondence with legal team regarding same.	6.50	6,077.50
03/23/25	Bulson, Brian A.	Review and summary diligence materials; confer regarding same.	1.25	893.75
03/23/25	Prince, Scott E.	Review and analysis of executory contracts in data room at Mr. VanNiel's request.	3.25	1,982.50

Baker & Hostetler LLP

Date	Name	Description	Hours	Amount
03/23/25	Tenerowicz, Matthew A.	Continue preparing slide deck for Monday board meeting; conference calls with Dr. Burkey and Mr. VanNiel; participate in conference call regarding slide deck.	3.50	2,922.50
03/23/25	VanNiel, Michael A.	Prepare for upcoming Board meeting presentation regarding legal considerations of Bellevue transaction; review and address due diligence and transaction issues; attend management team meeting regarding same and contract assumption matters; review and address possible orderly process to propose regarding executory contracts; review and analyze retained litigation claims materials for possible use in competing bid submission; multiple correspondence and telephone conferences with working group regarding open matters.	7.50	7,012.50
03/24/25	Bulson, Brian A.	Attention to diligence and data room review; confer regarding same.	1.25	893.75
03/24/25	Prince, Scott E.	Draft revisions to membership substitution agreement at Mr. VanNiel's request.	6.50	3,965.00
03/24/25	Prince, Scott E.	Correspondence with Mr. VanNiel regarding revisions to membership substitution agreement.	0.50	305.00
03/24/25	Prince, Scott E.	Review and analysis of chapter 11 plan at Mr. VanNiel's request.	1.25	762.50
03/24/25	Ruark, Kimberly S.	Review contracts and additional diligence materials regarding the Bellevue Hospital transaction.	4.50	4,455.00
03/24/25	Szalay, Sarah M.	Access and obtain recently filed pleadings and forward to Mr. VanNiel and Mr. Prince.	0.25	78.75
03/24/25	Tenerowicz, Matthew A.	Prepare for and participate in conference call with FTMC and Kaufman teams to prepare for FTMC Board meeting; attention to preparation of slides for same; attention to finalizing MSA; participate in in-person Board meeting at FTMC offices.	5.00	4,175.00
03/24/25	VanNiel, Michael A.	Review and address Bellevue transaction issues; multiple correspondence with working group regarding same; travel to and from Norwalk for Board meeting regarding Bellevue; draft, review and revise Board presentation; prepare for and attend management team meetings regarding Bellevue bid and Board	9.50	8,882.50

Baker & Hostetler LLP

Date	Name	Description	Hours	Amount
		matters; prepare for and attend Board meeting regarding Bellevue; review and revise transaction documents for submission with Bellevue bid.		
03/25/25	Brown, Quentin A.	Read and review joint venture agreements; summarize key terms in preparation of bankruptcy	3.00	1,320.00
03/25/25	Bulson, Brian A.	Attention to diligence review matters; calls and correspondence regarding same.	1.00	715.00
03/25/25	Prince, Scott E.	Further revisions to member substitution agreement at Mr. VanNiel's request.	2.25	1,372.50
03/25/25	Prince, Scott E.	Draft revisions to chapter 11 plan to reflect revisions made to member substitution agreement at Mr. VanNiel's request.	2.75	1,677.50
03/25/25	Tenerowicz, Matthew A.	Prepare for and participate in conference call with NOMS counsel regarding ESSC membership; prepare for and participate in conference call with FTMC team regarding diligence matters and disclosure schedules; prepare for and participate in conference call with Ohio Health Association representatives regarding rural emergency hospital designation; status call with FTMC and Kaufman teams.	4.50	3,757.50
03/25/25	VanNiel, Michael A.	Review and address Bellevue transaction issues; multiple correspondence and telephone conferences with client working group regarding same; prepare for and attend meetings with working group regarding same and bid submission issues; review and comment on transaction documents for submission with Bellevue bid.	6.50	6,077.50
03/26/25	Brown, Quentin A.	Read and review joint venture agreements; summarize key terms in preparation of bankruptcy	0.75	330.00
03/26/25	Bulson, Brian A.	Attention to diligence matters, draft board resolutions and confer with deal team regarding same.	1.00	715.00
03/26/25	Prince, Scott E.	Review and analysis of Member Substitution Agreement draft disclosure schedules at Mr. VanNiel's request.	0.50	305.00
03/26/25	Prince, Scott E.	Further revisions to plan and member substitution agreement at Mr. VanNiel's request.	2.25	1,372.50

Baker & Hostetler LLP

Date	Name	Description	Hours	Amount
03/26/25	Prince, Scott E.	Correspondence with Mr. VanNiel regarding revisions to plan and member substitution agreement.	0.50	305.00
03/26/25	Prince, Scott E.	Diligence related to causes of action listed on Member Substitution Agreement schedules.	0.75	457.50
03/26/25	Ruark, Kimberly S.	Teleconference with Mr. Tenerowicz regarding Rural Emergency Hospital options.	0.50	495.00
03/26/25	Szalay, Sarah M.	Access and obtain recently filed pleadings and forward to Mr. VanNiel and Mr. Prince.	0.25	78.75
03/26/25	Tenerowicz, Matthew A.	Conference call with FTMC and Kaufman teams regarding MSA; prepare for and participate in conference call with TBH team regarding joint ventures; attention to diligence matters; review joint venture agreements; attention to executory contracts; participate in status call with FTMC and Kaufman teams; prepare and deliver status update on open items to FTMC and Kaufman teams.	4.75	3,966.25
03/26/25	VanNiel, Michael A.	Review and respond to multiple inquiries regarding Bellevue deal; review and address Bellevue issues regarding same; review and revise transaction documents relating to Bellevue deal; prepare for and attend working group meetings regarding Bellevue transaction strategy and due diligence matters.	7.25	6,778.75
03/27/25	Prince, Scott E.	Revisions to cover letter, plan, and member substitution agreement at Mr. VanNiel's request.	1.25	762.50
03/27/25	Prince, Scott E.	Draft bid proposal cover letter at Mr. VanNiel's request.	1.00	610.00
03/27/25	Ruark, Kimberly S.	Communicate with Mr. Tenerowicz regarding rural emergency hospital and master services agreement language; review additional diligence; teleconference with Mr. Burkey, Mr. Horan, Mr. Cerisano, Mr. Lentz, Ms. Brokaw and Mr. Tenerowicz regarding compliance matters for Bellevue.	2.75	2,722.50
03/27/25	Szalay, Sarah M.	Access and obtain recently filed pleadings and forward to Mr. VanNiel and Mr. Prince.	0.25	78.75
03/27/25	Tenerowicz, Matthew A.	Prepare slides for use at FTMC Board meeting; status call with FTMC and Kaufman teams; participate in conference call with TBH team regarding health care compliance matters; prepare for and participate in FTMC board	5.00	4,175.00

Baker & Hostetler LLP

Date	Name	Description	Hours	Amount
		meeting.		
03/27/25	Van Euwen, Peter W.	Telephone call with Mr. Tenerowicz regarding Ohio Attorney General filings; begin preparation of same.	1.50	1,252.50
03/27/25	VanNiel, Michael A.	Review and address Bellevue transaction issues; multiple correspondence and telephone conferences with working group regarding same; review and revise Board presentation regarding legal considerations with same; travel to and from Norwalk for Board meeting; prepare for and attend Board meeting regarding Bellevue transaction; draft, review and revise bid letter to accompany bid submission; review correspondence from Bellevue counsel regarding bid value issues; multiple telephone conferences and correspondence with working group regarding strategy in light of same.	9.75	9,116.25
03/28/25	Prince, Scott E.	Final revisions to MSA at Messrs. Tenerowicz's and VanNiel's request.	1.00	610.00
03/28/25	Prince, Scott E.	Correspondence with Mr. VanNiel regarding bid proposal.	0.50	305.00
03/28/25	Prince, Scott E.	Attention to finalizing bid documents for submission.	0.50	305.00
03/28/25	Tenerowicz, Matthew A.	Finalize bid contract to submit to bankruptcy court; numerous emails and conference calls regarding same; attention to Ohio AG Notification form.	4.00	3,340.00
03/28/25	Van Euwen, Peter W.	Research regarding and preparation of materials for Ohio Attorney General filing; telephone call with Mr. Tenerowicz regarding same.	4.00	3,340.00
03/28/25	VanNiel, Michael A.	Review and address Bellevue bankruptcy and deal issues; correspondence and telephone conferences with working group regarding same; review and finalize bid submission and transaction documents; review draft AG submission regarding Bellevue proposal; correspondence with Messrs. Tenerowicz and Van Euwen regarding same; follow-up regarding open diligence items and next steps associated with Bellevue transaction and process.	7.25	6,778.75
03/29/25	VanNiel, Michael A.	Review and respond to correspondence regarding inquiries relating to Bellevue	1.25	1,168.75

Baker & Hostetler LLP

Date	Name	Description	Hours	Amount
		transaction; review issues and select documents in connection with same.		
03/31/25	Szalay, Sarah M.	Access and obtain recently filed pleadings and forward to Mr. VanNiel and Mr. Prince.	0.25	78.75
03/31/25	Tenerowicz, Matthew A.	Prepare for and participate in conference call with FTMC team regarding TBH auction; review auction procedures; conference calls and correspondence regarding same.	2.50	2,087.50
03/31/25	VanNiel, Michael A.	Prepare for and attend working group team meeting regarding auction strategy and open issues with Bellevue transaction; review and analyze auction and due diligence issues in light of same; multiple correspondence with working group regarding Bellevue transaction and due diligence matters; review and analyze auction procedures received from Bellevue counsel; review and analyze select bankruptcy filings relating to propriety of same; email summary to working group regarding auction procedures issues; review and address assumed contract and secured debt payment matters relevant to possible bidding at auction.	6.75	6,311.25
Total			247.75	208,915.00

Baker & Hostetler LLP

BakerHostetler

Fisher-Titus Medical Center
272 Benedict Ave.
Norwalk, OH 44857-2374

Invoice Date: 05/31/25
Invoice Number: 51434482
B&H File Number: 04128/015256/000001
Taxpayer ID Number: 34-0082025
Page 1

Regarding: **Bellevue Hospital**

For professional services rendered through April 30, 2025

BALANCE FOR THIS INVOICE DUE BY 06/30/25
All amounts are in United States Dollars

\$ 
52,855.88

Remittance Copy

Please include this page with payment

Invoice No: 51434482

Firm Contact Information

Miranda Egri
(216) 861-7687
megri@bakerlaw.com

Please Remit To:
Baker & Hostetler LLP
P.O. Box 70189
Cleveland, OH 44190-0189

Reference Invoice No:
51434482

1375 East 9th Street, Suite 2100
Cleveland, OH 44114-1794
Country Code: US

Email the "Remittance Copy" to
bakerlockbox@bakerlaw.com

BakerHostetler

Fisher-Titus Medical Center
272 Benedict Ave.
Norwalk, OH 44857-2374

Invoice Date: 05/31/25
Invoice Number: 51434482
B&H File Number: 04128/015256/000001
Taxpayer ID Number: 34-0082025
Page 2

Regarding: **Bellevue Hospital**

For professional services rendered through April 30, 2025

Fees	\$	██████████	58,508.75
10% Courtesy Discount		██████████	5,850.88
Total Fees		██████████	52,657.88

Expenses and Other Charges

Automated Research (E106)		198.00
Total Expenses	\$	198.00

BALANCE FOR THIS INVOICE DUE BY 06/30/25 IN USD \$ ██████████
52,855.88

Baker&Hostetler LLP

Regarding: **Bellevue Hospital**
 Matter Number: 015256.000001

Name	Title	Hours	Rate	Amount
Tenerowicz, Matthew A.	Partner	27.75	\$ 835.00	\$
VanNiel, Michael A.	Partner	35.50	935.00	
Prince, Scott E.	Associate	3.00	610.00	
Szalay, Sarah M.	Paralegal	1.00	315.00	
Total		67.25		\$ 58,508.75

Date	Name	Description	Hours	Amount
04/01/25	Tenerowicz, Matthew A.	Prepare for TBH auction.	2.00	1,670.00
04/01/25	VanNiel, Michael A.	Review and analyze issues regarding Firelands pre-bankruptcy loan and strategy for same; review and analyze bid workbook structure; review and address open Bellevue bidding and transaction issues; multiple correspondence with transaction working group regarding same; prepare for and attend auction team meetings regarding bidding issues and approach to same; review and analyze auction procedures and RSA regarding binding agreements reached in bankruptcy affecting auction outcome; telephone conferences with working group regarding same.	9.75	9,116.25
04/02/25	Prince, Scott E.	Revisions to 109-34(G) Notification Form at Mr. VanNiel's request	1.00	610.00
04/02/25	Szalay, Sarah M.	Access and obtain recently filed pleadings and forward to Mr. VanNiel and Mr. Prince.	0.25	78.75
04/02/25	Tenerowicz, Matthew A.	Prepare for and participate in TBH auction at FTMC's offices.	8.00	6,680.00
04/02/25	VanNiel, Michael A.	Travel to and from Norwalk for Bellevue auction; attend auction and client meetings regarding same; follow-up regarding open issues following first day of auction process.	8.00	7,480.00
04/03/25	Szalay, Sarah M.	Access and obtain recently filed pleadings and forward to Mr. VanNiel and Mr. Prince.	0.25	78.75

Baker & Hostetler LLP

Date	Name	Description	Hours	Amount
04/03/25	Tenerowicz, Matthew A.	Prepare for and participate in continuation of TBH auction; lengthy conference calls and correspondence regarding same.	5.50	4,592.50
04/03/25	VanNiel, Michael A.	Review and address Bellevue auction and open issues ; prepare for and attend reconvened auction and bidding process; multiple correspondence and telephone conferences with working group regarding auction strategy and open matters.	7.00	6,545.00
04/04/25	Tenerowicz, Matthew A.	Correspondence with Mr. Stovall regarding financial due diligence request; correspondence with Mr. Endsley regarding topics to be addressed during financial diligence call; attention to preparation and finalizing NDA to be signed by TBH; participate in financial due diligence call with TBH's financial advisors; review proposed internal announcement regarding TBH auction; conference calls with Ms. Farmer and Mr. Goldberg regarding proposed announcement.	5.00	4,175.00
04/04/25	VanNiel, Michael A.	Telephone conferences and correspondence regarding auction results and open Bellevue issues; review and address public statement matters; review motion to extend time for plan supplement filed by Bellevue; review and address Bellevue issues and strategy.	3.75	3,506.25
04/07/25	Tenerowicz, Matthew A.	Review open items following auction; conference call with Dr. Burkey regarding same; conference call to complete auction; conference call with TBH's counsel regarding Ohio AG filing; prepare for FTMC board meeting; attention to summary of potential claims following bankruptcy.	3.00	2,505.00
04/07/25	VanNiel, Michael A.	Draft, review and revise outline of claims against third parties and issues regarding same; review and address Bellevue sale matters; attend reconvened auction session regarding same and auction results; review and address bankruptcy plan revision issues; multiple correspondence regarding Bellevue open matters.	6.50	6,077.50
04/08/25	Szalay, Sarah M.	Access and obtain recently filed pleadings and forward to Mr. VanNiel and Mr. Prince.	0.25	78.75
04/08/25	Tenerowicz, Matthew A.	Prepare for and participate in FTMC Board meeting; conference call with Dr. Burkey	2.00	1,670.00

Baker & Hostetler LLP

Date	Name	Description	Hours	Amount
		regarding same; conference call with Ohio Attorney General's office regarding Notification form for reserve bid; correspondence with Dr. Burkey regarding same.		
04/08/25	VanNiel, Michael A.			
04/09/25	Tenerowicz, Matthew A.	Review proposed notice of auction results; prepare draft internal release by FTMC; correspondence regarding same.	1.25	1,043.75
04/09/25	VanNiel, Michael A.			
04/10/25	Prince, Scott E.			
04/10/25	Szalay, Sarah M.			
04/10/25	Tenerowicz, Matthew A.	Attention to preparation of Ohio AG office notification regarding contingent transaction between TBH and FTMC; correspondence regarding same; attention to internal press release.	1.00	835.00
04/10/25	VanNiel, Michael A.			
04/11/25	Prince, Scott E.			

Baker & Hostetler LLP

Date	Name	Description	Hours	Amount
04/11/25	VanNiel, Michael A.	[REDACTED]	[REDACTED]	[REDACTED]
04/14/25	Prince, Scott E.	[REDACTED]	[REDACTED]	[REDACTED]
04/14/25	Prince, Scott E.	[REDACTED]	[REDACTED]	[REDACTED]
04/14/25	Szalay, Sarah M.	[REDACTED]	[REDACTED]	[REDACTED]
04/14/25	Tenerowicz, Matthew A.	[REDACTED]	[REDACTED]	[REDACTED]
04/14/25	VanNiel, Michael A.	[REDACTED]	[REDACTED]	[REDACTED]
04/15/25	Tenerowicz, Matthew A.	[REDACTED]	[REDACTED]	[REDACTED]
04/15/25	VanNiel, Michael A.	[REDACTED]	[REDACTED]	[REDACTED]
04/16/25	Prince, Scott E.	[REDACTED]	[REDACTED]	[REDACTED]
04/16/25	Szalay, Sarah M.	[REDACTED]	[REDACTED]	[REDACTED]

Baker & Hostetler LLP

Date	Name	Description	Hours	Amount
04/16/25	VanNiel, Michael A.	[REDACTED]	[REDACTED]	[REDACTED]
04/17/25	Prince, Scott E.	Revise member substitution agreement to conform to amended version filed on the docket and research deadline to file substantial contribution claim at Mr. VanNiel's request.	2.00	1,220.00
04/17/25	Szalay, Sarah M.	Access and obtain recently filed pleadings and forward to Mr. VanNiel and Mr. Prince.	0.25	78.75
04/17/25	VanNiel, Michael A.	Review and analyze Bellevue bankruptcy developments; [REDACTED]	0.50	467.50
04/18/25	VanNiel, Michael A.	[REDACTED]	[REDACTED]	[REDACTED]
04/21/25	Prince, Scott E.	[REDACTED]	[REDACTED]	[REDACTED]
04/21/25	Szalay, Sarah M.	[REDACTED]	[REDACTED]	[REDACTED]
04/21/25	VanNiel, Michael A.	[REDACTED]	[REDACTED]	[REDACTED]
04/22/25	VanNiel, Michael A.	[REDACTED]	[REDACTED]	[REDACTED]
04/23/25	Szalay, Sarah M.	[REDACTED]	[REDACTED]	[REDACTED]
04/23/25	VanNiel, Michael A.	[REDACTED]	[REDACTED]	[REDACTED]

Baker & Hostetler LLP

Date	Name	Description	Hours	Amount
04/24/25	Szalay, Sarah M.			
04/24/25	VanNiel, Michael A.			
04/25/25	VanNiel, Michael A.			
04/28/25	Prince, Scott E.			
04/28/25	Szalay, Sarah M.			
04/28/25	VanNiel, Michael A.			
04/30/25	Szalay, Sarah M.			
04/30/25	VanNiel, Michael A.			
Total			67.25	58,508.75

Expenses and Other Charges

Date	DESCRIPTION	Total
04/10/25	Lexis Research - 04/10/25 by PRINCE SCOTT	19.80
04/11/25	Lexis Research - 04/11/25 by PRINCE SCOTT	118.80

Baker&Hostetler LLP

Atlanta Austin Chicago Cincinnati Cleveland Columbus Dallas Denver Houston Los Angeles
 New York Orange County Orlando Philadelphia San Francisco Seattle Washington, DC Wilmington

25-30191-maw Doc 316-2 FILED 06/13/25 ENTERED 06/13/25 11:41:02 Page 98 of 112

Date	DESCRIPTION	Total
04/14/25	Lexis Research - 04/14/25 by PRINCE SCOTT	59.40

TOTAL \$ 198.00

Baker & Hostetler LLP

BERNSTEIN • BURKLEY
ATTORNEYS AT LAW

A business approach to legal service SM

CREDITORS' RIGHTS•BANKRUPTCY & RESTRUCTURING•BUSINESS LAW

601 Grant Street•9th Floor•Pittsburgh PA 15219• •(412) 456-8100 •(412) 456-8100 •Fax (412) 456-8135
www.bernsteinlaw.com

Client#:

File#: 4913-CL001
Date: 02/28/2025
Invoice#:114392

Fisher Titus Health
Brent Burkey
272 Benedict Avenue
Norwalk, Ohio 44857

Re:
Fisher-Titus Health, In re: The Bellevue Hospital,
Chapter 11

Terms: Net 30 days

For Services Rendered from 2/6/2025 Through 2/27/2025

SERVICES RENDERED

DATE		DESCRIPTION OF SERVICES RENDERED	Rate	Hours	Amount
02/27/2025	LMY	File Notice of Appearance for G. Kallergis	155.00	0.20	31.00
02/06/2025	GK	Review chapter 11 filing of TBH to get case background and issue spot; call with M. VanNiel regarding case strategy and issues.	545.00	1.40	763.00
02/07/2025	GK	Review first day filings and matters schedule for hearing; meeting with B. Burkey and M. VanNiel to discuss case and engagement scope and strategy.	545.00	1.50	817.50
02/10/2025	GK	Prepare for and attend first day hearing (3.4); call with M. VanNiel regarding case strategy (.7).	545.00	4.00	2,180.00
02/11/2025	GK	Review motion to assume RSA and analyze RSA terms; review motion regarding confirmation procedures and review statutory predicates; review correspondence from B. Burkey from investment bankers.	545.00	1.80	981.00
02/12/2025	GK	Review filings and prepare for call with client to review case status and strategy and need to determine bid interest; [REDACTED]	545.00	1.3	708.50
02/14/2025	GK	[REDACTED]	545.00		

**Fisher-Titus Health, In re: The Bellevue
Hospital, Chapter 11**

2

02/15/2025	GK	[REDACTED]	545.00	[REDACTED]	[REDACTED]
02/17/2025	GK	[REDACTED]	545.00	[REDACTED]	[REDACTED]
02/18/2025	GK	[REDACTED]	545.00	[REDACTED]	[REDACTED]
02/20/2025	GK	Review hearing notes on Judge's concerns on proposed orders on RSA and confirmation procedures.	545.00	0.20	109.00
02/20/2025	JCT	Monitor telephonic hearing on Judge's concerns regarding certain provisions in proposed Orders on bid procedures, plan confirmation timeline, stalking horse overbid amount, related matters (1.2); prepare email to G. Kallergis with summary of what took place (.6)	425.00	1.80	765.00
02/21/2025	GK	[REDACTED]	545.00	[REDACTED]	[REDACTED]
02/21/2025	LMY	Prepare Notice of Appearance for G. Kallergis	155.00	0.30	46.50
02/25/2025	GK	Review filing for hearing and correspond with R. Stoval regarding open items; review orders entered and draft summary and email regarding RSA and stalking horse fee to B. B. Burkey.	545.00	1.00	545.00
02/25/2025	JCT	Per G. Kallergis, monitor telephonic hearing on second-day motions, etc; prepare email memo to G. Kallergis reporting on events at and outcome of the hearing	425.00	1.40	595.00

TOTAL SERVICES RENDERED

[REDACTED] 14.9 [REDACTED] 7,541.50

TIMEKEEPER SUMMARY

	11.2		6,104.00
Gus Kallergis	[REDACTED] HRS@\$	545.00/hr =	[REDACTED]
Jeffrey C. Toole	3.20 HRS@\$	425.00/hr =	1,360.00
Lisa M. Young	0.50 HRS@\$	155.00/hr =	77.50
Totals	[REDACTED]	\$	[REDACTED]
	14.9		

CURRENT CHARGES:	[REDACTED] 7,541.50
LESS PAYMENTS:	0.00
TOTAL AMOUNT DUE\$	[REDACTED] 7,541.50

**Fisher-Titus Health, In re: The Bellevue
Hospital, Chapter 11**

3

For billing questions please contact billing@bernsteinlaw.com or 412-456-8100
1.5% finance charge per month for invoices over 30 days old
Tax I.D. Number 25-1441443

BERNSTEIN ■ BURKLEY
ATTORNEYS AT LAW

A business approach to legal service SM

CREDITORS' RIGHTS•BANKRUPTCY & RESTRUCTURING•BUSINESS LAW

601 Grant Street•9th Floor•Pittsburgh PA 15219 • (412) 456-8100 • (412) 456-8100 • Fax (412) 456-8135
www.bernsteinlaw.com

Client#:

Fisher Titus Health
Brent Burkey
272 Benedict Avenue
Norwalk, Ohio 44857

File#: 4913-CL001
Date: 03/31/2025
Invoice#: 115157

Re:
Fisher-Titus Health, In re: The Bellevue Hospital,
Chapter 11

Terms: Net 30 days

For Services Rendered from 3/1/2025 Through 3/31/2025

SERVICES RENDERED

DATE		DESCRIPTION OF SERVICES RENDERED	Rate	Hours	Amount
03/01/2025	GK	Review and analyze plan and disclosure statement [REDACTED]; correspond with R. Stovall regarding splitting value in bids under bidding procedures.	545.00	1.0	545.00
03/03/2025	GK	Further analysis of bid procedures and plan and disclosure statement implications; call with R. Stovall to discuss bid structures and potential for directing recovery to unsecured creditors	545.00	1.10	599.50
03/04/2025	GK	Review correspondence from B. Burkey regarding bankruptcy notice and respond to the same; review MSA provisions regarding payments required for plan confirmation and capital commitment credit; correspond with Baker regarding bid structure and potential structure for general unsecured creditor recovery.	545.00	1.60	872.00
03/05/2025	LMY	Prepare and file Notice of Appearance for Jeffrey Toole	155.00	0.40	62.00
03/07/2025	GK	Review and analyze order setting confirmation hearing date and procedures; review and analyze schedules of assets and liabilities and statement of financial affairs; [REDACTED].	545.00	1.5	817.50
03/08/2025	GK	Review relevant filings regarding bar date, confirmation hearing, SOALs and SOFA and draft update email for B. Burkey.	545.00	0.70	381.50

**Fisher-Titus Health, In re: The Bellevue
Hospital, Chapter 11**

2

03/11/2025	GK	Review kaufmanhall materials and bankruptcy case filing to prepare for team meeting; attend Project Flagler working group meeting.	545.00	2.40	1,308.00
03/12/2025	GK	Review plan treatment of lenders; correspond with B. Burkey regarding basis for treatment of FNB of Bellevue and Firelands debt in proposed plan.	545.00	0.30	163.50
03/13/2025	GK	Review kaufmanhall slides and analyze strategy for acquisition and timeline for diligence; review diligence room	545.00	1.60	872.00
03/14/2025	GK	Review debtor's filings, including periodic report of value, and correspond to B. Burkey regarding the same.	545.00	0.30	163.50
03/17/2025	GK	Call with M. VanNiel regarding sale structure and plan analysis; call to R. Stovall regarding sale and plan structure issues	545.00	0.60	327.00
03/18/2025	GK	Review RSA and KaufmanHall presentation; analyze potential deal structures and impact of assumption of debt; attend board meeting to discuss kaufmanhall presentation; call with R. Stovall to discuss bid procedures logistics and evaluation of bid process	545.00	5.50	2,997.50
03/19/2025	GK	Kaufman meeting and review materials; call with M. VanNiel regarding strategy; correspond with R. Stovall regarding MSA schedules and diligence items; review real property treatment and executory contract and analyze bid impact issues; additional review of data room documents	545.00	4.20	2,289.00
03/19/2025	JCT	Review Plan provisions on Bank treatment as relates to potential bid structure; discuss options with G. Kallergis	425.00	0.50	212.50
03/20/2025	GK	Kaufman meeting and review materials; correspond with R. Stovall regarding information request and status; review board meeting outline; analyze issues relating to Juniper diligence call.	545.00	2.70	1,471.50
03/21/2025	GK	Review MSA, bid procedures and POR for bid issues and to prepare for meetings; meeting with Baker team for strategy development; call to R. Stovall; attend TBH meeting with legal, Kaufman and FTH; review and analyze checklist and bid items; call with R. Stovall and K. Coniglio regarding bid evaluation and bid procedures; follow-up discussion with M. VanNiel	545.00	5.30	2,888.50
03/22/2025	GK	Board meeting to discuss potential TBH acquisition; follow up discussion with Baker; correspond with R. Stovall and K. Coniglio regarding requests; review diligence materials; review PowerPoint slides for next board meeting; review analyze RSA and DIP financing termination matters in the event of a competing bid.	545.00	4.10	2,234.50

**Fisher-Titus Health, In re: The Bellevue
Hospital, Chapter 11**

3

03/23/2025	GK	Follow meeting with B. Burkey, Kaufman and team to review slides and presentation materials and contracts; correspond with R. Stovall regarding deposit, retained actions and plan matters; review and analyze avoidance actions and bid strategies	545.00	3.60	1,962.00
03/24/2025	GK	Attend board preparation meeting; review diligence materials and analyze bid strategy; attend board meeting approving bid; travel to and from board meeting.	545.00	8.30	4,523.50
03/25/2025	GK	Meeting with Juniper, KH and counsel to address diligence issues; KH working group meeting to discuss bid status and analysis and MSA and diligence progress; review and comment on amended plan; review and comment on MSA; additional review of diligence materials and open issues estate action issues.	545.00	7.20	3,924.00
03/25/2025	LMY		155.00		
03/26/2025	GK	Meeting with Juniper and TBH to review JV issues; analyze issues relating to JV open issues for discussion; further analysis of revise plan and MSA; calls with R. Stovall regarding bid hypotheticals; working team meetings with KH and TBH for diligence and other issues in anticipation of board meeting; analyze transfer tax question; review and analyze creditor schedule and executory contracts and cures; correspond with R. Stovall regarding financial wherewithal analyze relating; analyze retained action value and bid structure issues.	545.00	8.40	4,578.00
03/27/2025	GK	Analyze deferred compensation fund issues; KH and TBH working group meetings and preparations; review and analyze legal update slide and consider additional discussion topics; review wiring instructions and deposit requirements; review and comment on bid letter; analyze executory contract assumption issues; attend board meeting approving bid; review and analyze correspondence relating to retained action transfer as potentially disqualifying and analyze strategy for respond and MSA and plan amendments to ensure bid qualification.	545.00	7.80	4,251.00

**Fisher-Titus Health, In re: The Bellevue
Hospital, Chapter 11**

4

03/28/2025	GK	Analyze bid procedures and Meet with R. Stovall and T. Allen to discuss bid qualification issue and offer structure; call with K. Bradley, UST, regarding including value to general unsecured creditors as part of bid structure; review and comment on bid letter and MSA; analyze bid submission open issues; draft bid submission correspondence and related issues; correspond with R. Stovall regarding bid and wire for deposit; analyze impact of consultation committee change.	545.00	5.20	2,834.00
03/30/2025	GK	Review correspondence from B. Burkey regarding meeting; analyze potential plan structures for addressing retained action transfer.	545.00	0.60	327.00
03/31/2025	GK	Correspond and calls with R. Stovall regarding anticipated auction procedures, treatment of expense reimbursement, Firelands input and auction matters; review and analyze auction procedures; participate in KH and TBH working group meeting in preparation for auction; review and analyze Fireland loan documents.	545.00	2.80	1,526.00
03/31/2025	RMS	Discuss position of the parties with Gus Kallergis and rights of a member of an LLC to purchase membership units upon a bankruptcy filing	475.00	0.50	237.50

TOTAL SERVICES RENDERED

78.2	42,368.00
------	-----------

TIMEKEEPER SUMMARY

	76.8		
Gus Kallergis	[REDACTED] HRS@\$	545.00/hr =	[REDACTED] 41,856.00
Robert M. Stefancin	0.50 HRS@\$	475.00/hr =	237.50
Jeffrey C. Toole	0.50 HRS@\$	425.00/hr =	212.50
Lisa M. Young	0.40 [REDACTED] HRS@\$	155.00/hr =	[REDACTED] 62.00
Totals	78.2	\$	42,368.00

COST ADVANCED

DATE	DESCRIPTION	AMOUNT
03/24/2025	Disbursed to Gus Kallergis - Mileage, Board Meeting for Fisher Titus	93.80
TOTAL COST ADVANCED:		93.80

PREVIOUS BALANCE:	[REDACTED]
CURRENT CHARGES:	[REDACTED] 42,461.80
LESS PAYMENTS:	[REDACTED]
TOTAL AMOUNT DUE\$	[REDACTED] 42,461.80

**Fisher-Titus Health, In re: The Bellevue
Hospital, Chapter 11**

5

For billing questions please contact billing@bernsteinlaw.com or 412-456-8100
1.5% finance charge per month for invoices over 30 days old
Tax I.D. Number 25-1441443

BERNSTEIN • BURKLEY
ATTORNEYS AT LAW

A business approach to legal service SM

CREDITORS' RIGHTS•BANKRUPTCY & RESTRUCTURING•BUSINESS LAW

601 Grant Street•9th Floor•Pittsburgh PA 15219 • (412) 456-8100 • (412) 456-8100 • Fax (412) 456-8135
www.bernsteinlaw.com

Client#:

Fisher Titus Health
Brent Burkey
272 Benedict Avenue
Norwalk, Ohio 44857

File#: 4913-CL001
Date: 04/30/2025
Invoice#:115778

Re:
Fisher-Titus Health, In re: The Bellevue Hospital,
Chapter 11

Terms: Net 30 days

For Services Rendered from 4/1/2025 Through 4/18/2025

SERVICES RENDERED

DATE		DESCRIPTION OF SERVICES RENDERED	Rate	Hours	Amount
04/01/2025	GK	Call with Baker to discussion auction procedures and analyze the same; analyze loan documents for impact on bid; call with R. Stoval regarding auction procedures; review and analyze potential contract assumption issues and strategy and impact on auction; call with K. Coniglio, T. Fugee and R. Stovall regarding 5/3 ROR in auction procedures and impact and analyze impact of ROR; correspond with R. Stovall regarding lien search and review lien search results and analyze impact of Fireland delay in perfection of lien and potential impact on auction and bid strategy; review and analyze tracking spreadsheet/workbook.	545.00	5.20	2,834.00
04/02/2025	GK	Prepare for and participate in auction; numerous calls with R. Stovall; travel to and from Norwalk.	545.00	14.20	7,739.00
04/03/2025	GK	Analyze status of adjourned auction and ability to commit to cure costs and impact on GUC fund; review and analyze update procedures and auction strategy; analyze requested attestation; reconvene auction and bid strategy and conclude bidding.	545.00	8.20	4,469.00

**Fisher-Titus Health, In re: The Bellevue
Hospital, Chapter 11**

2

04/04/2025	GK	Post auction meeting and diligence preparation; correspond with R. Stoval regarding NDA and information requested; review NDA; coordinate production of financial information; participate in diligence meeting the TBH, Juniper, FTMC; analysis of potential next steps and case issues; [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED]	545.00	[REDACTED] 3.00	[REDACTED] 1,635.00
04/06/2025	GK	Review and comment on debtor's proposed plan revisions relating to exculpation and correspond with R. Stovall regarding the same.	545.00	0.30	163.50
04/07/2025	GK	Call to UST regarding potential plan issues; correspond with R. Stovall regarding challenge period extension; call and correspond with E. Kennedy regarding challenge period extension to preserve ability to avoid Firelands lien; attend continued auction regarding selection of winning bid; draft stipulation extending challenge period; correspond with E. Kennedy and R. Stovall regarding proposed stipulation on challenge period extension and strategy; correspond with R. Stovall regarding plan objection extension and timeline.	545.00	4.80	2,616.00
04/08/2025	GK	Review Firelands changes to proposed stipulation and revise; correspond with E. Kennedy regarding challenge period stipulation; analyze potential changes need to MSA to account for auction results; correspond with R. Stovall regarding amended MSA; correspond with B. Burkey regarding case status and next steps; review and analyze plan revisions following auction to add contract assumption procedures and address issues; review and analyze auction results.	545.00	3.60	1,962.00
04/09/2025	GK	Further analysis of revised plan and potential requests to address concerns; correspond and discuss the same with M. VanNiel; call to R. Stovall regarding the plan and concerns; further correspondence with E. Kennedy regarding revised stipulation; call with R. Stovall regarding deposit; circulate execution version of stipulation; follow-up discussion with R. Stovall regarding plan revisions and issues; [REDACTED] [REDACTED]	545.00	[REDACTED] 2.00	[REDACTED] 1,090.00

**Fisher-Titus Health, In re: The Bellevue
Hospital, Chapter 11**

3

04/10/2025	GK	[REDACTED]	545.00	[REDACTED]	[REDACTED]
04/11/2025	GK	[REDACTED]	545.00	[REDACTED]	[REDACTED]
04/14/2025	GK	Review and analyze plan modifications and draft confirmation order (.7); correspond with M VanNiel regarding the same (.1); review UST edits (.2).	545.00	1.00	545.00
04/15/2025	GK	Review and analyze UST comments to confirmation order; review amended plan, plan modifications and confirmation order in preparation for meeting with FTH and for hearing; review declarations filed in support of plan.	545.00	2.40	1,308.00
04/16/2025	GK	Prepare for and attend TBH Confirmation Hearing; travel to and from Toledo for hearing; [REDACTED]	545.00	6.00	3,270.00
04/17/2025	GK	Correspond with B. Burkey to summarize confirmation hearing and next steps.	545.00	0.20	109.00
04/18/2025	GK	Review entered confirmation order and correspond with B. Burkey regarding the same.	545.00	0.20	109.00

TOTAL SERVICES RENDERED

[REDACTED] 51.10 [REDACTED] 27,849.50

TIMEKEEPER SUMMARY

	51.10		27,849.50
Gus Kallergis	[REDACTED] HRS@\$	545.00/hr =	[REDACTED]
Totals	[REDACTED]	\$	[REDACTED]
	51.10		27,849.50

COST ADVANCED

DATE	DESCRIPTION	AMOUNT
04/08/2025	Disbursed to Gus Kallergis - Travel 131 miles for Fisher Titus Auction	91.70
04/16/2025	Disbursed to Gus Kallergis - Mileage for Hearing	172.20
04/16/2025	Disbursed to Gus Kallergis Parking for hearing	5.00
TOTAL COST ADVANCED:		268.90

PREVIOUS BALANCE:	[REDACTED]
CURRENT CHARGES:	[REDACTED] 28,118.40
LESS PAYMENTS:	[REDACTED]
TOTAL AMOUNT DUE\$	[REDACTED] 28,118.40

**Fisher-Titus Health, In re: The Bellevue
Hospital, Chapter 11**

4

For billing questions please contact billing@bernsteinlaw.com or 412-456-8100
1.5% finance charge per month for invoices over 30 days old
Tax I.D. Number 25-1441443



a Vizient® company

To: Fisher Titus Medical Center
Scott Endsley
Chief Financial Officer
272 Benedict Ave
Norwalk, OH 44857

Invoice Date: 03/31/2025
Invoice Number: KMC-38202
Payment Terms: Due On Receipt

Project Name: FI1148 - Fisher Titus Medical
Center - Buy-Side Advisory - 2025-
02-28

Total Due: 249,000.00

Description	Amount
1. Buy-Side Advisory	<u>\$140,000.00</u>
1. Milestone Fee	<u>\$95,000.00</u>
Administrative Fee	<u>\$14,000.00</u>
TOTAL	<u>\$249,000.00</u>

Check Payment

Remittance Address:
8610 Solution Center
Chicago, IL 60677-8006
ar@kaufmanhall.com
Federal Tax ID: 38-3945432

Wire/ACH Payment

CIBC Bank USA
120 South LaSalle Street
Chicago, IL 60603
Routing Number: 071006486
Account Number: 2461933