

REAL ESTATE PURCHASE AND SALE AGREEMENT

THIS REAL ESTATE PURCHASE AND SALE AGREEMENT (this "Agreement") is made as of the Agreement Date (defined below) by and between FMH HEALTH SERVICES, LLC, a Delaware limited liability company ("Seller"), and TOWN OF BARRINGTON, NEW HAMPSHIRE, a New Hampshire municipality ("Buyer"). As used in this Agreement, "Agreement Date" means the later of (a) the date this Agreement is signed by Seller as set forth in Seller's signature block, or (b) the date this Agreement is signed by Buyer as set forth in Buyer's signature block.

RECITALS:

A. Seller is the owner of approximately 3.89 acres of land located in the Town of Barrington, Strafford County, New Hampshire, being Town of Barrington parcel identification number 235-0007, which land is particularly described on Exhibit A attached hereto ("Land").

B. The Land is improved by a building containing approximately 8,585 square feet of space having an address of 426 Calef Highway, Barrington, New Hampshire, and related improvements (collectively, the "Improvements").

C. Buyer desires to purchase the Land and Improvements from Seller, and Seller is agreeable to sell and convey the Land and Improvements to Buyer, pursuant to and in accordance with the provisions of this Agreement.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL UNDERTAKINGS of the parties to this Agreement, Seller and Buyer agree as follows:

1. Property Included in Sale. Seller agrees to sell and convey to Buyer, and Buyer agrees to purchase from Seller, upon and subject to the terms and conditions set forth in this Agreement, the Land, the Improvements, and all of Seller's rights, title and interest (if any) in any easements appurtenant to the Land and Improvements, rights-of-way adjoining the Land, and other appurtenances to the Land and Improvements (collectively, the "Property").

2. Purchase Price. The total purchase price for the Property (the "Purchase Price") shall be \$1,000,000.00. The Purchase Price shall be payable as follows:

(a) Within three (3) business days after the Agreement Date, the sum of \$20,000.00 shall be paid as an earnest money deposit (the "Earnest Money") to Hoefle, Phoenix, Gormley & Roberts, P.L.L.C., through its office at 127 Parrott Avenue, Portsmouth, NH 03801 ("Title Agent"). The Earnest Money shall be held, and disbursed, by the Title Agent in accordance with the terms of this Agreement. Subject to the terms of this Agreement, the Earnest Money shall be applied to the payment of the Purchase Price at the time of Closing (as defined in Section 7 below).

(b) The balance of the Purchase Price shall be paid in full at the Closing by wire transfer of immediately available funds to an account designated by Seller.

3. Review of Property. (a) Beginning on the Agreement Date and ending on the last day of the Inspection Period (as defined below), Buyer and its representatives, contractors, agents and employees may, at Buyer's sole risk and expense, enter upon the Property for the purpose of inspecting the Property and for the purposes of conducting engineering and environmental studies and investigations, soil and subsoil tests, surveys, feasibility studies and planning and other testing and exploration work necessary, appropriate or desirable for inspecting or examining the Property or for developing or formulating plans for Buyer's intended use of the Property; provided, however, (i) Buyer shall coordinate all such entry upon the Property in advance with Dana Young ("Seller's Representative", whose email address is dana.young@hcahealthcare.com), (ii) Buyer shall not permit any mechanics', materialmen's or other lien or encumbrance to encumber the Property as a result of any of the foregoing, (iii) Buyer shall repair any damage to the Property occurring as a result of any of the foregoing if this Agreement is terminated pursuant to the terms of this Agreement, and (iv) Buyer shall indemnify and hold Seller harmless from and against any losses, claims, damages, liabilities, penalties, costs and expenses (including, but not limited to, reasonable attorneys' fees and expenses) arising or resulting from any entry upon the Property by Buyer or Buyer's representatives, contractors, agents or employees. Buyer's obligations and liabilities under this Section 3(a) shall survive the expiration or termination of this Agreement. Notwithstanding the foregoing, Buyer's obligation to repair any damage to the Property and hold Seller harmless shall not apply to (i) acts or omissions of Seller, (ii) any hazardous materials, substances or waste existing on the Property as of the Agreement Date, or (iii) any pre-existing defect in the Property. Buyer shall not disclose the contents or results of any environmental assessment or study relating to the Property to any third party (including any governmental agency) at any time prior to the closing of the transfer of title to the Property to Buyer, except to the employees, attorneys, or consultants of Buyer or the lender providing financing to Buyer for its purchase of the Property, or if required by law.

(b) Buyer shall have a period of one hundred twenty (120) days after the Agreement Date (the "Inspection Period") in which to determine whether the condition, suitability and feasibility of the Property are satisfactory to Buyer.

4. Right to Terminate During Inspection Period. If Buyer determines during the Inspection Period that the Property is not satisfactory to Buyer in Buyer's sole and absolute discretion, Buyer may elect not to purchase the Property by delivering written notice of termination to Seller and the Title Agent on or before 11:59 P.M. Eastern Time on the last day of the Inspection Period. Upon receipt of any such timely notice, the Title Agent shall forward (i) \$100.00 from the Earnest Money to Seller, as independent consideration for Seller's execution and delivery of this Agreement, and (ii) the remaining Earnest Money to Buyer. Upon such disbursements by Title Agent, this Agreement shall terminate and no party hereunder shall have any further rights or obligations under this Agreement other than those rights and obligations that are expressly stated to survive the termination of this Agreement. Upon the expiration of the Inspection Period, Buyer shall be deemed to have conducted a full and complete inspection of the Property and shall have no further right to terminate this Agreement pursuant to this Section 4. If Buyer fails to give timely notice of termination as permitted in this Section 4, all rights of termination or rescission under this Section 4 shall be deemed waived.

5. Title Review; Survey. (a) Prior to the Agreement Date, Seller has provided Buyer with a copy of the survey of the Property contained in Seller's files. Within sixty (60) days after the Agreement Date, Buyer may at Buyer's sole cost and expense, obtain a survey of the Property (the "Survey"), which shall delineate and monument the exact boundary lines of the Land. The Survey shall set forth the exact acreage of the Land and a metes and bounds description of the Land and shall be prepared by a New Hampshire registered surveyor.

(b) If Buyer objects to any item, exception or other matter shown on either the Title Commitment or the Survey, Buyer shall have until the day that is sixty (60) days after the Agreement Date (the "Title Objection Period") within which to notify Seller in writing of such objections (the "Title Objections"). Following expiration of the Title Objection Period, Buyer shall have no further right to object to any item, exception or other matter shown on either the Title Commitment or the Survey, and no further right to terminate this Agreement pursuant to this Section 5(b). If Buyer makes any Title Objections, Seller shall have a period of ten (10) days (the "Cure Period") from the date that Buyer notifies Seller of such Title Objections within which to eliminate or otherwise remedy (or state how such shall be eliminated or otherwise remedied at or prior to Closing) any such Title Objections. If Seller fails or declines within the Cure Period to eliminate any such Title Objections (or state how such shall be eliminated or otherwise remedied at or prior to Closing), Buyer shall have the option, exercisable with ten (10) days after expiration of the Cure Period (the "Decision Period"), to accept the status of the title subject to such Title Objections and proceed with this Agreement, or give Seller written notice of termination. If Buyer fails to give such notice before expiration of the Decision Period, Buyer will be deemed to have elected to accept such title to the Property as Seller is able to convey and all such covenants, restrictions and encumbrances that are the subject of Title Objections shall be deemed a part of the Permitted Exceptions. If this Agreement is terminated pursuant to this Section 5(b), both parties are released from all liabilities and obligations under this Agreement and neither party shall be entitled to any damages or any other relief, and Title Agent shall refund to Buyer the Earnest Money. In the event that Seller is unable or unwilling to eliminate or cure any Title Objections, the provisions of this Section 5(b) shall be Buyer's sole remedy for Seller's inability to convey title as required by this Agreement, it being understood that Seller shall have no obligation to cure any title defects; provided, however, the Seller shall be obligated to remove any mortgages, security interests, liens, tax or assessment liens or obligations (other than those which are Permitted Exceptions or are created or incurred as a consequence of the acts or omissions of Buyer) affecting the Property at Closing.

(c) Seller agrees that from the Agreement Date through the Closing Date it will not, without the prior consent of Seller, cause to be created any new encumbrances that affect the Property; provided, however, that prior to Closing Seller may finalize and record the Declaration (defined in Section 6), and/or Seller may make such revisions or modifications to the Declaration (defined in Section 6) as deemed reasonably appropriate by Seller so long as such changes do not materially and adversely affect Buyer's rights and obligations as to the Property and/or Buyer's use of the Property from that contemplated by the form Declaration attached as Exhibit C.

6. Deed and Declaration. Upon payment of the Purchase Price at Closing, Seller shall deliver to Buyer Seller's executed and recordable special or limited warranty deed conveying the Property to Buyer (the "Deed"). The Deed shall be in substantially the form

attached hereto as Exhibit B. The Deed shall be subject to the following (hereinafter referred to as the ("Permitted Exceptions"): (1) non-delinquent ad valorem real estate taxes and installments of governmental assessments for public improvements benefiting the Property; (2) zoning and building laws, ordinances, resolutions, and regulations; (3) covenants, agreements, conditions, restrictions, reservations and other exceptions of record and all easements and rights-of-way of record, including without limitation those stated in that certain Declaration of Covenants, Conditions and Restrictions attached to this Agreement as Exhibit C (the "Declaration"), which shall be placed of record by Seller immediately prior to the Deed; and (4) matters that would be shown on an accurate survey of the Property. At Closing, Buyer shall have full possession of the Property, free and clear of all tenants and other occupants, and with all medical equipment and other personal property removed from the Property.

7. Closing. (a) Buyer has informed Seller that condition precedents to Buyer's ability to complete the purchase of the Property are (1) that the Town of Barrington voters approve capital appropriation for acquisition and renovation of the Property at a town meeting scheduled to be held in March 2024 (the "Town Meeting Condition") and (2) financing to be approved through the New Hampshire Municipal Bond Bank (the "Bond Condition"). The schedule associated with this process is as follows:

- (i) Town Meeting Condition satisfied on or before April 15, 2024.
- (ii) Bond Applications due to the New Hampshire Bond Bank on April 26, 2024.
- (iii) Bond Sale July 10, 2024
- (iv) Bond Proceeds wired to Buyer August 7, 2024.

In the event that all four of the above conditions are not met, Buyer shall have the right to terminate this Agreement by delivering written notice to Seller.

The sale and purchase of the Property (the "Closing") shall be held, and delivery of all items to be made at the Closing under the terms of this Agreement shall be made in escrow, at the offices of the Title Agent, upon the date that is sixty (60) days after the bond proceeds are wired to municipality (such 60 day period referred to as the "Pre-Closing Period"). In the event the Town Meeting Condition is not satisfied on or before April 15, 2024 or the Bond Proceeds are not wired to Buyer on or before August 7, 2024, either Seller or Buyer may terminate this Agreement by delivering written notice to the other party, in which event the Title Agent shall forward (i) \$100.00 from the Earnest Money to Seller, as independent consideration for Seller's execution and delivery of this Agreement, and (ii) the remaining Earnest Money to Buyer.

(b) At the Closing, the following actions shall be taken and shall be deemed to occur simultaneously:

- (i) Deliveries By Seller. Seller shall deliver to Buyer:

- (A) Seller's duly executed, acknowledged and recordable Declaration and Deed;

(B) An owner's affidavit, consistent with the Deed, as to mechanics' liens, persons in possession and unrecorded agreements and other customary matters relevant to the conveyance of good title that the Title Company may require;

(C) A resolution of Seller authorizing the sale of the Property and such other certificates and authority documents as may be required by the Title Company;

(D) A written certificate complying under the Foreign Investment in Land Act and the regulations thereunder ("FIRPTA"), certifying that Seller is neither a foreign person nor subject to withholding under FIRPTA, and containing Seller's tax identification and address;

(E) Actual possession of the Property; and

(F) Any other documents and agreements (including the documents specified above) that may be reasonably necessary to consummate the transaction contemplated by this Agreement.

(ii) Deliveries by Buyer. Buyer shall deliver to Seller:

(A) The Purchase Price (less all credits adjustments and prorations) due at the Closing in accordance with this Agreement;

(B) A resolution of Buyer authorizing the purchase of the Property; and

(C) Any documents and agreements (including the documents specified above) that may be reasonably necessary to consummate the transaction contemplated by this Agreement.

(iii) Deliveries By Buyer and Seller. Seller and Buyer shall jointly execute and deliver to each other a closing statement.

(c) Except as otherwise set forth hereinafter, if the transaction contemplated by this Agreement is consummated, the following items shall be paid, prorated or adjusted as of 12:01 a.m. on the Closing Date ("Proration Date"), in the manner hereinafter set forth:

(i) Seller shall pay or cause to be paid all real estate taxes and all personal property taxes due and owing as of the Proration Date, and all installments of assessments for public improvements which constitute a lien against the Property as of the Proration Date and which are due and payable prior to the Proration Date, and all penalties and interest thereon on or before the Closing.

(ii) Real estate taxes and current installments of assessments not yet due and owing as of the Proration Date shall be prorated as of the Proration Date upon the tax year of the applicable taxing authority so that the portion of the prorated taxes allocable to the period from the beginning of each tax year through the Proration Date

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shall be credited to Buyer and the portion of the current taxes allocable to the portion of such tax year following the Proration Date to the end of such tax year shall be the responsibility of Buyer. The adjustment shall be predicated upon most recently available tax bills or actual rates and assessments, provided that such real estate taxes shall be re prorated forthwith upon Buyer's receipt of the actual tax bill or bills for the tax year or tax years in question.

(iii) Seller shall pay all costs and be responsible for all expenses, liabilities (actual or contingent), claims and obligations incurred, accrued or arising prior to the Proration Date in connection with the ownership, management, operation, repair, or maintenance of the Property. Buyer shall pay all costs and be responsible for all expenses, liabilities (actual or contingent), claims and obligations incurred, accrued or arising on or after, the Proration Date in connection with the ownership, management, operation, repair or maintenance of the Property.

(iv) Buyer shall pay the premium in connection with any policy of title insurance on the Property (the "Title Policy"), including any endorsements to the Title Policy. In the event Closing does not occur, Buyer shall pay any cost or fee related to the Title Commitment or cancellation of the Title Commitment. Buyer shall pay all the cost of the Survey. All recording fees due upon recording the Deed, and any Title Agent's fee for closing in escrow, shall be shared equally by Seller and Buyer on a 50-50 basis. As Buyer is a New Hampshire Municipality, Buyer is exempt from transfer tax. Seller shall pay its share of transfer tax, in an amount equal to one-half of the total transfer tax that would be payable if Buyer were not exempt from transfer tax. Buyer and Seller shall pay its own attorneys' fees.

(v) All other items which are customarily prorated in transactions similar to the transaction contemplated hereby, and which were not heretofore dealt with, will be prorated as of the Proration Date.

8. Representations, Warranties and Covenants of Seller. Seller makes the following representations and warranties to Buyer which are true as of the Agreement Date and as of the Closing Date:

(a) Seller is a limited liability company duly authorized and existing under the laws of the State of Delaware and authorized to do business under the laws of the State of New Hampshire.

(b) This Agreement and all other documents executed by Seller which are to be delivered to Buyer at the Closing are or at the time of delivery will be duly authorized, executed, and delivered by Seller and are or at the time of delivery will be legal, valid, and binding obligations of Seller, and do not and at the Closing will not violate any provisions of any agreement to which Seller is a party or to which it is subject.

(c) From and after the Agreement Date, through the time of Closing, Seller shall not enter into any new contracts, leases or other agreements that would affect the Property subsequent to Closing without Buyer's prior written consent.

(d) Seller has no knowledge of any condemnation proceedings, or proposed litigation or proceedings, against the whole or any part of the Property.

(e) Seller is not a "foreign person", as defined in the Internal Revenue Code.

(f) There are no attachments, executions, assignments for the benefit of creditors, or voluntary or involuntary proceedings in bankruptcy or under any applicable debtor relief laws, or any other litigation currently existing or contemplated by Seller, or to the best of Seller's actual knowledge, pending or threatened against Seller or the Property.

(g) Seller is not a "blocked person" under regulations of the Office of Foreign Asset Control (the "OFAC") of the Department of Treasury (including those named on OFAC's Special Designated and Blocked Persons list) or under any statute, executive order (including Executive Order 13224), the USA Patriot Act or any other governmental action.

(h) During the Pre-Closing Period (i.e., after the bond proceeds are wired to municipality), Seller at its expense shall engage EnviroVantage or another contractor selected by Seller to remove lead lining from the walls of the portion of the Building previously used for providing imaging services (the "Lead Removal"). A description of the Lead Removal work to be performed by Seller is attached to and incorporated as a part of this Agreement as Exhibit D. Upon completion of the Lead Removal, the walls subject to such Lead Removal will be left as studs without drywall or other wall coverings. At Closing, Seller shall provide executed lien waivers from the contractor on the Lead Removal, and any other documentation reasonably requested, so that title to the Property is delivered at Closing without exception for contractor's liens.

9. Representations and Warranties of Buyer. Buyer makes the following representations and warranties to Seller which are true as of the Agreement Date and as of the Closing Date:

(a) Buyer is a municipality duly authorized and existing under the laws of the State of New Hampshire.

(b) This Agreement and all documents executed by Buyer which are to be delivered to Seller at the Closing are or at the time of delivery will be duly authorized, executed, and delivered by Buyer and are or at the time of delivery will be legal, valid, and binding obligations of Buyer, and do not and at the Closing will not violate any provisions of any agreement to which Buyer is a party or to which it is subject.

(c) Buyer is not a "blocked person" under regulations of OFAC of the Department of Treasury (including those named on OFAC's Special Designated and Blocked Persons list) or under any statute, executive order (including Executive Order 13224), the USA Patriot Act or any other governmental action.

10. Property Sold As Is. (a) Buyer represents that as of the expiration of the Inspection Period, Buyer will have fully inspected the Property, will have made all investigations as it deems necessary or appropriate, and except for any representations of Seller in this

Agreement, the Deed or other documents delivered at Closing, Buyer will be relying solely upon its inspection and investigation of the Property for all purposes whatsoever, including, but not limited to, the determination of the condition of the structures, improvements, soils, subsurface, drainage, surface and groundwater quality, and all other physical characteristics; availability and adequacy of utilities; compliance with governmental laws and regulations; access; encroachments; acreage and other survey matters; and the character and suitability of the Property. In addition, Buyer acknowledges and agrees that except for any representations of Seller in this Agreement and the Deed or other documents delivered at Closing, the Property is being purchased and will be conveyed "AS IS" with all faults and defects, whether patent or latent, as of the Closing. There have been no representations, warranties, guarantees, statements or information, express or implied, pertaining to the Property, its condition, or any other matters whatsoever, made to or furnished to Buyer by Seller or any employee or agent of Seller, except as specifically set forth in this Agreement, the Deed or other documents delivered at Closing.

(b) From and after Closing, Buyer waives, releases, and forever discharges Seller, its directors, officers, shareholders, employees, and agents, and their respective heirs, successors, personal representatives and assigns (collectively, the "Released Parties"), of and from any and all suits, legal or administrative proceedings, claims, demands, actual damages, punitive damages, losses, costs, liabilities, interest, attorneys' fees and expenses of whatever kind and nature, in law or in equity, known or unknown (collectively, "Liabilities"), that Buyer ever had, now has, or in the future may have, against any of the Released Parties, based upon, or arising directly or indirectly out of: (i) the condition, character, suitability status, quality or nature of the Property; and (ii) the existence, presence or condition of the asbestos-containing material or any hazardous materials (as defined by any applicable law, rule or regulation), on, in or under the Property. Notwithstanding the foregoing, this release shall not apply to (i) Seller's representations and warranties under this Agreement, the Deed or in any other documents delivered at Closing or (ii) Seller's obligation to deliver certain documents at Closing.

11. Condemnation or Casualty Upon an occurrence of a casualty, condemnation or taking, Seller shall notify Buyer in writing of same. Until Closing, the risk of loss or damage to the Property, except as otherwise expressly provided herein, shall be borne by Seller. In the event all or any portion of the Property is damaged in any casualty or condemned or taken (or notice of any condemnation or taking is issued) so that: (a) with respect to any casualty, if the cost to repair such casualty would exceed \$100,000.00, or (b) with respect to any condemnation, any Improvements or access to the Property or more than ten percent (10%) of the Property is (or will be) condemned or taken, then, Buyer may elect to terminate this Agreement by providing written notice of such termination to Seller within ten (10) business days after Buyer's receipt of notice of such condemnation, taking or damage, upon which termination the Earnest Money shall be returned to the Buyer and neither party hereto shall have any further rights, obligations or liabilities under this Agreement, except as otherwise expressly set forth herein. With respect to any condemnation or taking (of any notice thereof), if Buyer does not elect to cancel this Agreement as aforesaid, there shall be no abatement of the Purchase Price and Seller shall assign to Buyer at the Closing the rights of Seller to the awards, if any, for the condemnation or taking, and Buyer shall be entitled to receive and keep all such awards. With respect to a casualty, if Buyer does not elect to terminate this Agreement or does not have the right to terminate this Agreement as aforesaid, there shall be no abatement of the Purchase Price and Seller shall assign to Buyer at the Closing the rights of Seller to the proceeds under Seller's insurance policies

covering the Property with respect to such damage or destruction (or pay to Buyer any such proceeds received prior to Closing) and pay to Buyer the amount of any deductible with respect thereto, and Buyer shall be entitled to receive and keep any monies received from such insurance policies.

12. Default and Termination. (a) If Seller defaults in any material respect in the performance of any of the Seller's obligations under this Agreement for any reason other than the Buyer's default, then Buyer may either (i) terminate this Agreement by delivering written notice thereof to Seller and Title Agent, in which event Title Agent shall return the Earnest Money to Buyer; or (ii) seek specific performance. Other than the remedies provided in this Agreement, Buyer will not have any right to seek damages or any other remedy or relief at law or in equity from Seller in the event of Seller's default of its obligations under this Agreement.

(b) If the Buyer defaults in any material respect in the performance of any of the Buyer's obligations under this Agreement for any reason other than the Seller's default, then Seller may either (i) terminate this Agreement by delivering written notice thereof to Buyer and Title Agent, in which event Title Agent shall pay the Earnest Money to Seller as full and liquidated damages; or (ii) seek specific performance. Should Seller elect to terminate the Agreement pursuant to clause (i) above, Buyer and Seller hereby agree that Earnest Money constitutes the parties' reasonable estimate of the damages that Seller would sustain on account of Buyer's default, that the damages are uncertain and difficult to estimate, and therefore the parties hereby fix the amount of the Earnest Money as liquidated damages. Other than the remedies stated above, Seller will not have any right to seek damages or any other remedy or relief at law or in equity from Buyer in the event of Buyer's default of its obligations under this Agreement.

13. Title Agent. (a) The Title Agent shall promptly deposit the Earnest Money and hold the same and disburse the same in accordance with this Agreement. Failure of clearance of the Earnest Money shall not excuse Buyer from performance under this Agreement, and shall be a breach of the Agreement by Buyer.

(b) The Earnest Money shall be applied against the Purchase Price at Closing, or refunded to Buyer or paid to Seller if this transaction is not closed, as the case may be, all in accordance with the terms of this Agreement.

(c) The Earnest Money shall be deposited by Title Agent in its general trust or escrow account, and shall not be required to bear interest.

(d) In performing any of its duties hereunder, the Title Agent shall not be liable to a party or to any third person for any misdelivery to Buyer or Seller of monies subject to the escrow, nor shall the Title Agent incur any liability to anyone for any damages, losses or expenses, except for the Title Agent's own willful default, gross neglect or breach of trust.

(e) In the event Title Agent has doubts as to its duties or liabilities under this Agreement, the Title Agent may, in its discretion, continue to hold monies in escrow until the parties mutually agree on disbursement thereof, or until a court of competent jurisdiction shall determine the rights of the parties thereto. Alternatively, the Title Agent may elect to deposit the

funds held with a court having jurisdiction of the dispute, and upon notifying the parties of such disposition, all liability of the Title Agent under this Agreement shall terminate.

(f) In the event of any action between Buyer and Seller in which the Title Agent is made a party by virtue of serving as Title Agent under this Agreement, or in the event of any suit in which the Title Agent interpleads the monies in escrow, the Title Agent shall be entitled to recover all costs including a reasonable attorney's fee through all trials, appeals and other proceedings from the losing party.

14. Miscellaneous. (a) Notices. Any notice required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been given when actually delivered if given by hand delivery, or when received if transmitted by overnight courier service, provided that the same is delivered to or addressed as follows, or such other address as either party may from time to time specify in writing to the other: (i) if to Seller, Dana Young, 1100 Dr. Martin Luther King, Jr. Blvd., Suite 500, Nashville, Tennessee 37203; with a copy to David P. Wright, Holland & Knight LLP, 511 Union Street, Suite 2700, Nashville, Tennessee 37219; and (ii) if to Buyer, Town of Barrington, 4 Signature Drive, Barrington, New Hampshire 03825.

(b) Broker's Commission. The Boulos Company ("Broker") has acted as brokers on the transaction contemplated by this Agreement. Other than Mike Tamposi and Roger Dieker of the Broker, neither party has had any contact or dealings regarding the Property, or any communication in connection with the subject matter of this transaction, through any licensed real estate broker or other person who will claim a right to a commission or finder's fee as a procuring cause of the sale contemplated herein. In the event that any broker or finder perfects a claim for a commission or finder's fee based upon any such contact, dealings or communication, the party through whom the broker or finder makes his or her claim shall be responsible for such commission or fee and all costs and expenses (including reasonable attorneys' fees) incurred by the other party in defending against the same. At Closing (and only if Closing occurs), Seller shall pay a commission to Broker equal in an amount agreed upon in a separate agreement between Seller and Broker which the Brokers shall split between themselves in accordance with an agreement between such Brokers.

(c) Successors and Assigns. Any assignment of this Agreement of its rights hereunder by Buyer shall require the prior written consent of Seller. In no event shall the Buyer named herein be released from liability under this Agreement as a result of any such assignment. Seller may assign its rights to receive the proceeds of sale, subject to the terms of this Agreement. This Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective permitted successors, heirs, administrators and assigns.

(d) Amendments and Terminations. Except as otherwise provided herein, this Agreement may be amended or modified by, and only by, a written instrument executed by Seller and Buyer.

(e) Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New Hampshire.

(f) Merger of Prior Agreements. This Agreement supersedes all prior agreements and understandings between the parties hereto relating to the subject matter hereof.

(g) Enforcement. In the event either party hereto fails to perform any of its obligations under this Agreement or in the event a dispute arises concerning the meaning or interpretation of any provision of this Agreement, the defaulting party or the party not prevailing in such dispute, as the case may be, shall pay any and all costs and expenses incurred by the other party in enforcing or establishing its rights hereunder, including, without limitation, court costs and reasonable attorneys' fees.

(h) Captions. Captions and paragraph headings are for convenience of reference only, and shall not be used in connection with the construction or interpretation of any provision of this Agreement.

(i) Entire Agreement. This Agreement contains the entire agreement of the parties relating to the purchase and sale of the Property and there are no other agreements or understandings, written or oral concerning the same.

(j) Time. Time is of the essence in this Agreement. If the expiration of a time period or the date by which an act must be performed occurs on a Saturday or Sunday or a federal holiday, such time period or date for performance shall be extended to the next calendar day that is neither a weekend day nor a federal holiday.

(k) Execution. The presentation of this Agreement for review by Buyer does not constitute an offer on the part of Seller to enter into the transactions described herein and this Agreement will become effective and legally binding only when it has been signed by a duly authorized officer or representative of each of the parties and delivered to the other party.

(l) Counterparts. This Agreement may be executed in any number of counterparts and an executed counterpart of this Agreement delivered by email shall be deemed an original of this Agreement.

(m) Survival. It is understood and agreed that whether or not it is specifically so provided herein, any provision of this Agreement which by its nature and effect is required to be kept, observed or performed after the Closing shall survive the transfer of title and delivery of the Deed and shall not be merged therein but shall be and remain binding upon and for the benefit of the parties hereto until fully observed, kept or performed; provided, however, the representations and warranties of Seller under this Agreement shall survive the Closing for only a period of one (1) year after the Closing Date.

(n) Exchange. In the event either Seller or Buyer elect to sell or acquire the Property as part of a qualified tax deferred like kind exchange pursuant to and in accordance with the Code Section 1031 and the applicable regulations thereunder, the other party hereby agrees to cooperate with such party to effect the exchange within a timely manner. Such cooperation shall include delivery of executed documents and instruments reasonably required to complete such exchange, provided that no additional cost, expense or liability is incurred as a result of such cooperation. Notwithstanding the preceding, neither party's obligation to proceed with the Closing is conditioned upon the completion of any qualified tax deferred like kind exchange.

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

SELLER:

FMH HEALTH SERVICES, LLC,
a Delaware limited liability company

By: _____


Name: Todd Maxwell

Title: Vice President

Date signed: 2/5/24

BUYER:

TOWN OF BARRINGTON, NEW HAMPSHIRE,
a New Hampshire municipality

By: _____

Name: Conner MacIver

Title: Town Administrator, duly authorized

Date signed: February 2, 2024

EXHIBIT A
TO REAL ESTATE PURCHASE AND SALE AGREEMENT

Description of the Land

The Land referred to herein below is situated in the County of Strafford, State of New Hampshire, and is described as follows:

Two certain tracts or parcels of land, situate on the westerly side of Route 125, Barrington, County of Strafford, State of New Hampshire, shown as Lot 6D-3 and Lot 6D-4 on plan entitled, "Subdivision Plan Waldron B. Haley Living Revocable Trust of 1998, Route 125, Barrington, New Hampshire" dated May 18, 2000, by Trittech Engineering Corporation, revised July 12, 2000 and August 21, 2000 and recorded in the Strafford County Registry of Deeds as Plan 59-65 (the "Plan"), being more particularly bounded and described as follows:

Lot 6D-3

Beginning at a 5/8" rebar with ID cap set on the westerly sideline of Route #125, which point marks the most southerly corner of Lot 6D-3 and the most easterly corner of Lot 6D-2 as shown on the Plan; then running along Lot 6D-2 N 61° 02' 41" W a distance of two hundred and no hundredths (200.00) feet, more or less, to a 5/8" rebar; then continuing along Lot 6D-2 N 61° 02' 41" W a distance of one hundred sixty two and thirty-nine hundredths (162.39) feet, more or less, to a 5/8" rebar at Lot 6D-4 as shown on the Plan; then turning and running along Lot 6D-4 the following courses and distances: N 19° 53' 40" E a distance of two hundred two and fifty-three hundredths (202.53) feet, more or less, to a 5/8" rebar; S 61° 02' 41" E a distance of one hundred ninety four and thirty-one hundredths (194.31) feet, more or less, to a 5/8" rebar; S 61° 02' 41" E a distance of two hundred and no hundredths (200.00) feet, more or less, to a 5/8" rebar set with ID cap set on the westerly sideline of Route #125; then turning and running along the westerly sideline of Route #125 S 28° 57' 41" W a distance of two hundred and no hundredths (200.00) feet, more or less, to the point of beginning.

Lot 6D-4

Beginning at a 5/8" rebar with ID cap set on the westerly sideline of Route #125, which point marks the most southerly corner of Lot 6D-4 and the most easterly corner of Lot 6D-3 as shown on the Plan; then running along Lot 6D-3 the following courses and distances: N 61° 02' 41" W a distance of two hundred and no hundredths (200.00) feet, more or less, to a 5/8" rebar; N 61° 02' 41" W a distance of one hundred ninety four and thirty-one hundredths (194.31) feet, more or less, to a 5/8" rebar; S 19° 53' 40" W a distance of two hundred two and fifty-three hundredths (202.53) feet, more or less, to a 5/8" rebar at Lot 6D-2, as shown on the Plan; then turning and running along Lot 6D-2 N 61° 02' 41" W a distance of twenty nine and seventy-six hundredths (29.76) feet, more or less, to a

5/8" rebar at land now or formerly of A. Harlan & Clarence Calef Revocable Trust and Alberta St. Cyr Calef; then turning and running along said Calef land N 19° 53' 40" E a distance of two hundred two and fifty-three hundredths (202.53) feet, more or less, to a 5/8" rebar; then continuing along said Calef land N 19° 53' 40" E a distance of two hundred two and fifty-three hundredths (202.53) feet, more or less, to a 5/8" rebar at Lot 6D-5 as shown on the Plan; then turning and running along Lot 6D-5 S 61° 02' 41" E a distance of one hundred ninety and seventy hundredths (190.70) feet, more or less, to a 5/8" rebar; then continuing along Lot 6D-5 S 61° 02' 41" E a distance of two hundred sixty five and twenty-eight hundredths (265.28) feet, more or less, to a 5/8" rebar with ID cap set on the westerly sideline of said Route #125; then turning and running along the westerly sideline of Route #125 S 28° 57' 41" W a distance of two hundred and no hundredths (200.00) feet, more or less, to the point of beginning.

LOT 6D-3 AND LOT 6D-4, COMBINED, ALSO BEING DESCRIBED ACCORDING TO A NEW ALTA/NSPS LAND TITLE SURVEY PREPARED BY CHRISTOPHER T. PATON, LAND SURVEYOR NO. 887, BLEW & ASSOCIATES, P.A., DATED JUNE 21, 2019, LAST REVISED FEBRUARY 27, 2020 AND DESIGNATED JOB NUMBER 19-04-006:29, AS FOLLOWS:

TWO CERTAIN TRACTS OR PARCELS OF LAND, SITUATE ON THE WESTERLY SIDE OF ROUTE 125, BARRINGTON, COUNTY OF STRAFFORD, STATE OF NEW HAMPSHIRE, SHOWN AS LOT 6D-3 AND LOT 6D-4 ON PLAN ENTITLED, "SUBDIVISION PLAN WALDRON B. HALEY LIVING REVOCABLE TRUST OF 1998, ROUTE 125, BARRINGTON, NEW HAMPSHIRE" DATED MAY 18, 2000, BY TRITECH ENGINEERING CORPORATION, REVISED JULY 12, 2000 AND AUGUST 21, 2000 AND RECORDED IN THE STRAFFORD COUNTY REGISTRY OF DEEDS AS PLAN 59-65 (THE "PLAN"), BEING MORE PARTICULARLY BOUNDED AND DESCRIBED TOGETHER AS FOLLOWS:

BEGINNING ON THE WESTERLY RIGHT-OF-WAY LINE OF CALEF HIGHWAY (A 60' PUBLIC R/W) AND THE NORTHEAST CORNER OF LOT 6D-4, THENCE ALONG SAID RIGHT-OF-WAY THE FOLLOWING TWO (2) COURSES:

S13°10'22"W A DISTANCE OF 200.00';

S13°10'22"W A DISTANCE OF 200.00' TO THE SOUTHEAST CORNER OF LOT 6D-3; THENCE LEAVING SAID RIGHT-OF-WAY N76°50'00"W A DISTANCE OF 200.00'; THENCE N76°50'00"W A DISTANCE OF 162.39';

THENCE N76°50'00"W A DISTANCE OF 29.76' TO A FOUND CAPPED REBAR "TRITECH #884" AT THE SOUTHWEST CORNER OF LOT 6D-4; THENCE N04°06'21"E A DISTANCE OF 202.53';

THENCE N04°06'21"E A DISTANCE OF 202.53' TO A FOUND CAPPED REBAR "TRITECH #884" TO THE NORTHWEST CORNER OF LOT 6D-4; THENCE S76°50'00"E A DISTANCE OF 190.70';

THENCE S76°50'00"E A DISTANCE OF 265.28' TO THE POINT OF BEGINNING.

EXHIBIT B
TO REAL ESTATE PURCHASE AND SALE AGREEMENT

Deed

[attached]

[NOTE: THIS IS SUBJECT TO REVIEW AND APPROVAL BY TITLE COMPANY]

ATTENTION: _____

SPECIAL WARRANTY DEED

FMH HEALTH SERVICES, LLC, a Delaware limited liability company, with a mailing address of One Park Plaza, Nashville, Tennessee 37203, for consideration paid, grants to **TOWN OF BARRINGTON, NEW HAMPSHIRE**, a New Hampshire municipality, with a mailing address of 4 Signature Drive, Barrington, New Hampshire 03825, with **QUITCLAIM COVENANTS**, certain tracts or parcels of land, with the buildings and improvements thereon, situated in the City of Somersworth, County of Strafford, and State of New Hampshire, and being more particularly bounded and described as follows:

[property description to be inserted]

The foregoing conveyance is made SUBJECT TO (1) non-delinquent ad valorem real estate taxes and installments of governmental assessments for public improvements benefiting the Property; (2) zoning and building laws, ordinances, resolutions, and regulations; (3) covenants, agreements, conditions, restrictions, reservations and other exceptions of record and all easements and rights-of-way of record; and (4) matters that would be shown on an accurate survey of the Property

The property conveyed herein is not homestead property.

[execution on following page]

EXECUTED as a sealed instrument as of this _____ day of _____, 2024.

FMH HEALTH SERVICES, LLC,
a Delaware limited liability company

By: _____

Name: _____

Title: _____

Duly Authorized

STATE OF TENNESSEE

COUNTY OF DAVIDSON

Then personally appeared before me on this _____ day of _____, 2024, the above-named _____, the _____ of FMH Health Services, LLC, who acknowledged the foregoing instrument to be his/her free act and deed and the free act and deed of FHM Health Services, LLC.

Notary Public

Print Name: _____

My commission expires: _____

EXHIBIT C
TO REAL ESTATE PURCHASE AND SALE AGREEMENT

Declaration

[attached]

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS (this "**Declaration**") is entered into effective as of _____, 2024, by FMH HEALTH SERVICES, LLC, a Delaware limited liability company ("**Declarant**"), having an address at One Park Plaza, Nashville, Tennessee 37203, under the following circumstances:

WITNESSETH:

A. Declarant is the owner of certain real property located in the Town of Barrington, Strafford County, New Hampshire as described on Exhibit A attached hereto and made a part hereof (the "**Subject Property**");

B. Declarant is also the owner of certain real property located in the City of Rochester, Strafford County, New Hampshire as described on Exhibit B attached hereto and made a part hereof (the "**Hospital Property**"), upon which the Frisbie Memorial Hospital is located.

C. Declarant desires that the use of the Subject Property complement and not conflict with the use of the Hospital Property, and, therefore, Declarant is executing and Recording this Declaration for, among other purposes, the additional purpose of imposing certain covenants, conditions and restrictions upon the Subject Property and other purposes as provided herein.

NOW, THEREFORE, in consideration of the premises herein provided, Declarant as fee simple owner of the Subject Property declares that the Subject Property shall be held, sold, conveyed, transferred, leased, encumbered and mortgaged, subject to this Declaration.

ARTICLE I DEFINITIONS

1.1 Definitions. In addition to any terms defined elsewhere in this Declaration, as used in this Declaration, the following terms shall have the following meanings:

"**Affiliate**" shall mean any "Person" (as hereinafter defined), which directly or indirectly, owns or "Controls" (as hereinafter defined), is owned or "Controlled" (as hereinafter defined), or is under common ownership or Control with the Person.

"**Ancillary Medical Care Services**" shall mean the following procedures, services and facilities: (a) any form of testing for diagnostic or therapeutic purposes; (b) provision or operation of a laboratory (including, without limitation, a pathology laboratory or a clinical laboratory); and (c) diagnostic imaging services (which include, without limitation, the following testing facilities: fluoroscopy, x-ray, plane film radiography, "CT" (as hereinafter defined), ultrasound, radiation therapy, mammography and breast diagnostics, nuclear medicine testing and MRI). Notwithstanding the foregoing, in no event shall ambulance services or emergency medical treatment outside of the context of an emergency room or other emergency care facility be deemed included in the definition of "Ancillary Medical Services".

“Control” (including the correlates of **“Controlled”** and **“Controlling”**) shall mean the possession, directly or indirectly (including through one or more intermediaries), of the power to direct or cause the direction of the management and policies of the specified Person, through the ownership or control of voting securities, partnership interests or other equity interests, by contract or otherwise.

“CT” shall mean computerized tomography.

“Declarant” shall have the meaning set forth in the first paragraph of this Declaration.

“Declaration” shall have the meaning set forth in the first paragraph of this Declaration.

“HCA” shall mean HCA Healthcare, Inc., a Delaware corporation.

“Hospital” shall mean the “Hospital Facility” (as hereinafter defined) that may now or hereafter be located on the Hospital Property.

“Hospital Facility” shall mean a general acute care hospital, medical hospital, specialty hospital or other health care facility providing either inpatient or outpatient services or facilities, which services or facilities are substantially the same as the inpatient or outpatient services provided in a typical general acute care hospital, specialty hospital or medical hospital.

“Hospital Property” shall have the meaning set forth in paragraph B of the recitals to this Declaration; provided, however, for purposes of Article II hereof, if the Hospital Property is ever subdivided or if a portion (but not all) of the Hospital Property is ever transferred or conveyed such that the Hospital Property is thereafter owned by more than one Person, then from and after such subdivision, transfer or conveyance, the Hospital Property shall mean that portion of the real property described on Exhibit B attached hereto, that is owned or ground leased (as described in the definition of “Hospital Property Owner” (as hereinafter defined)), as the case may be, by the Person who is the Hospital Property Owner for purposes of Article II of this Declaration as determined pursuant to the definition of Hospital Property Owner.

“Hospital Property Owner” shall mean each Person that is the owner from time to time of fee simple or leasehold (as described below) title to the Hospital Property, but only during the period of such Person’s ownership; provided, however, if the Hospital Property is ever subdivided or if a portion (but not all) of the Hospital Property is ever transferred or conveyed such that the Hospital Property is thereafter owned by more than one Person, then Hospital Property Owner shall mean each Person that is the owner from time to time (but only during the period of such Person’s ownership) of fee simple or leasehold (as described below) title to that portion of the Hospital Property designated as the portion of the Hospital Property entitled to the rights set forth in this Declaration in a written instrument executed by Declarant and Recorded in the land records of the county in which the Hospital Property is located; provided, further, in the event of any additional subdivisions, transfers or conveyances of that portion of the Hospital Property so designated, the instrument designating the portion of the Hospital Property entitled to the rights set forth in this Declaration shall be executed and Recorded by the Person that was the Hospital Property Owner for purposes of Article II at the time of such subdivision, transfer or conveyance; provided, further, in the event any such designation is not so Recorded, then until such designation is so Recorded, the Hospital Property Owner shall mean each Person that is the

owner from time to time (but only during the period of such Person's ownership) of fee simple or leasehold (as described below) title to that portion of the Hospital Property upon which the Hospital, if any, is located, or if the Hospital is no longer in operation on the Hospital Property or if there is no Hospital, the largest parcel of land which is a part of the Hospital Property. If any owner of record fee simple title to the Hospital Property ground leases the Hospital Property to another Person for a term of twenty (20) years or more, including all extensions and renewal options, pursuant to a ground lease, which ground lease or a memorandum thereof is Recorded, then until the expiration or termination of such ground lease, "Hospital Property Owner" shall be the then-current tenant under such ground lease; provided, however, such tenant shall be the "Hospital Property Owner" only so long as the owner of record fee simple title to the portion of the Hospital Property ground leased by such tenant would be the Hospital Property Owner in the absence of such ground lease. As of the date of execution of this Declaration, Declarant is the Hospital Property Owner.

"Person" or **"person"** shall mean any natural person, corporation, partnership (general or limited), limited liability company, joint venture, association, joint stock company, firm, trust, trustee, government, governmental authority, other entity, or other organization recognized at law.

"Precluded Transferee" shall mean and include (i) any Person which is engaged in the ownership, operation or management of any acute care general hospital, medical/surgical hospital, specialty hospital or other hospital facility, extended care facility, emergency center, outpatient or inpatient birthing center or facility, diagnostic imaging center or facility, respiratory therapy center or facility or inhalation therapy center or facility; (ii) any Person who provides insurance to enrollees or accepts, directly or indirectly, delegated risk for the health care of individuals; and (iii) any Person that is an Affiliate of any Person described in clauses (i) and (ii) above; provided, however, Precluded Transferee shall not mean (1) Hospital Property Owner, (2) shall not mean any Affiliate of Hospital Property Owner, and (3) shall not mean any Affiliate of HCA.

"Recorded" (including the correlate of **"Recording"**) shall mean filed for record in the land records of Strafford County, New Hampshire.

"Subject Property" shall have the meaning set forth in paragraph A of the recitals to this Declaration.

"Subject Property Owner" shall mean each Person that is the owner from time to time of fee simple title to the Subject Property, but only during the period of such Person's ownership; provided, however, if any such owner of record fee simple title to the Subject Property ground leases the Subject Property to another Person for a term of twenty (20) years or more, including all extension and renewal options, pursuant to a ground lease, which ground lease or a memorandum thereof is Recorded, then until the expiration or termination of such ground lease, "Subject Property Owner" shall be the then-current tenant under such ground lease. As of the date of execution of this Declaration, Declarant is the Subject Property Owner.

ARTICLE II
COVENANTS AND RESTRICTIONS APPLICABLE TO SUBJECT PROPERTY

The Subject Property shall be burdened with the following restrictions, limitations and rights for the benefit of the Hospital Property and the Hospital Property Owner:

2.1 Covenants and Restrictions Regarding Use. (a) In no event will the Subject Property or any part thereof be used for the following activities without the prior written consent of the Hospital Property Owner, which consent may be granted or denied in Hospital Property Owner's sole and absolute discretion: (i) as a Hospital Facility, an extended care facility or nursing home, an outpatient or inpatient surgery or surgical center, an emergency center, an urgent care center, a birthing center or an inhalation, respiratory or physical therapy center; or (ii) for the provision of any Ancillary Medical Care Services or the operation of a facility in which any Ancillary Medical Care Services are provided, except as expressly permitted below in Section 2.1(b).

(b) Notwithstanding anything to the contrary set forth in Section 2.1(a) above, nothing in Section 2.1(a) will prohibit or limit the provision or conduct of Ancillary Medical Care Services by a physician or other health care professional under the supervision of a physician, provided that (i) such Ancillary Medical Care Services (A) are the kind and type usually and customarily provided by a physician to such physician's patients in its own offices and (B) the patients for whom such Ancillary Medical Care Services are performed are not referred primarily for the purpose of obtaining such Ancillary Medical Care Services.

(c) The provisions of Sections 2.1(a) and (b) above will not apply to any space leased or otherwise occupied by any Affiliate of HCA. Notwithstanding any provision herein to the contrary, the Hospital Property Owner may grant exceptions to the restrictions set forth in Sections 2.1(a) and (b) above, provided (i) any and all such exceptions granted pursuant to this paragraph will be in writing, (ii) any and all such exceptions will apply only to such space at the Subject Property as specified in Hospital Property Owner's written grant of consent, (iii) such exceptions will apply only for such period of time as specified in Hospital Property Owner's written grant of consent, and (iv) such exceptions will apply only to those Persons identified in Hospital Property Owner's written grant of consent.

2.2 Term of Certain Restrictions and Rights. The provisions of this Article II shall remain in effect and be enforceable for a period of ninety-nine (99) years after Recording of this Declaration, and shall be extended automatically for four (4) successive twenty-five (25) year periods, unless an instrument terminating this Declaration executed by Subject Property Owner, Hospital Property Owner and all Mortgagees is Recorded.

2.3 Precluded Transferees. Subject Property Owner shall not sell, lease, or sublease or consent to a sublease of all or any portion of the Subject Property to a Precluded Transferee without the consent of Hospital Property Owner.

2.4 Covenants Running with the Land; Enforcement and Remedies. The covenants, agreements, rights, options and restrictions set forth in this Article II shall be effective upon the Date of this Declaration and shall be covenants running with the land and shall be

binding upon Subject Property Owner, its successors and assigns, and all Persons claiming by, through or under Subject Property Owner, its successors and assigns, and shall inure to the benefit of Hospital Property Owner and its heirs, successors and assigns. The covenants, agreements, rights, options and restrictions set forth in this Declaration shall remain in full force and effect and shall be unaffected by any change in ownership of the Subject Property, the Hospital Property, or any part of either of them, or by any change of use, demolition, reconstruction, expansion or other circumstances, except as specified herein. Irreparable harm will result to Hospital Property Owner by reason of any breach of the agreements, covenants and restrictions set forth in Article II of this Declaration, and, therefore, Hospital Property Owner shall be entitled to relief by way of injunction or specific performance to enforce the provisions of this Article II, as well as any other relief available at law or equity. The failure of Hospital Property Owner, in any one or more instances, to insist upon compliance with any of the terms and conditions of this Article II, or to exercise any right or privilege conferred in this Article II, shall not constitute or be construed as the waiver of such restriction, right, option or privilege or any similar restriction, right, option, or privilege, but the same shall continue and remain in full force and effect as if no such forbearance had occurred.

ARTICLE III MISCELLANEOUS

3.1 Fees and Expenses. In the event the Subject Property Owner or the Hospital Property Owner incurs legal expenses to enforce or interpret any provision of this Declaration by mediation, arbitration or judicial means, the prevailing party will be entitled to recover such legal expenses, including attorney's fees, costs and necessary disbursements, in addition to any other relief to which such party shall be entitled.

3.2 Amendment Consents, Etc. Except as otherwise expressly set forth in this Declaration, this Declaration may not be terminated, extended, modified or amended except by a written instrument duly executed by the Hospital Property Owner and the Subject Property Owner and no such termination, extension, modification or amendment shall be effective until an appropriate instrument has been properly executed by the Hospital Property Owner and the Subject Property Owner and Recorded. Notwithstanding anything to the contrary set forth herein, for purposes of any amendment to Article II of this Declaration, the Hospital Property Owner shall be the Person who is the Hospital Property Owner for purposes of Article II of this Declaration as determined pursuant to the definition of "Hospital Property Owner" set forth in Section 1.1 hereof.

3.3 No Merger. The covenants and restrictions provided for herein shall remain in full force and effect and shall be unaffected by any change in ownership of the Subject Property or the Hospital Property, or any part of either the Subject Property or the Hospital Property, except as specified herein.

3.4 Severability. If any provision of this Declaration is held to be illegal, invalid or unenforceable under any present or future law, and if the rights or obligations of the Hospital Property Owner or the Subject Property Owner under this Declaration will not be materially and adversely affected thereby, (a) such provision will be fully severable, (b) this Declaration will be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised

a part hereof, (c) the remaining provisions of this Declaration will remain in full force and effect and will not be affected by the illegal, invalid or unenforceable provision or by its severance herefrom, and (d) in lieu of such illegal, invalid or unenforceable provision, there will be added automatically as a part of this Declaration a legal, valid and enforceable provision as similar in terms to such illegal, invalid or unenforceable provision as may be possible.

3.5 Governing Law; Legal Requirements. This Declaration shall be governed, construed and enforced in accordance with the laws of the State of New Hampshire, without reference to its choice of law rules. If any covenant, condition, restriction or other provision of this Declaration shall be unlawful, void or voidable for the violation of any rule of law, including, but not limited to, the rule against perpetuities, any law regarding unreasonable restraints on alienation or any similar rule of law, then such provision shall continue only until the date twenty-one (21) years after the death of the last survivor of the now-living lineal descendants of Charles III, King of Great Britain.

3.6 Waiver. Failure by Hospital Property Owner to enforce any of the provisions hereof for any length of time shall not be considered a waiver by such party of its rights set forth in this Declaration. Such a waiver may be made only by an instrument in writing signed by the party waiving such right. No waiver of any condition or covenant of this Declaration shall be construed to imply or constitute a further waiver of the same or any other condition or covenant, and, except as specifically provided in this Declaration, nothing contained in this Declaration shall be construed to be a waiver on the part of Hospital Property Owner of any right or remedy at law or in equity or otherwise.

3.7 Time of Essence. Time is of the essence with respect only to those provisions of this Declaration that explicitly provide for a period of time within which a notice must be given or that explicitly establish a specific period of time for the performance of an obligation or the occurrence of some event.

3.8 Captions. The captions and headings in this Declaration are for convenience only and in no way define, limit or describe the scope or intent of any of the provisions of this Declaration.

3.9 Exhibits. All exhibits, which are described below, referred to herein are attached hereto and made a part hereof.

[Signature on following page]

IN WITNESS WHEREOF, this Declaration has been executed by Declarant effective as of the day and year first above written.

DECLARANT:

FMH HEALTH SERVICES, LLC,
a Delaware limited liability company

By: _____

Name: _____

Title: _____

Duly Authorized

STATE OF TENNESSEE

COUNTY OF DAVIDSON

Then personally appeared before me on this ____ day of _____, 2024, the above-named _____, the _____ of FMH Health Services, LLC, who acknowledged the foregoing instrument to be his/her free act and deed and the free act and deed of FHM Health Services, LLC.

Notary Public

Print Name: _____

My commission expires: _____

EXHIBIT A
TO

DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS

Description of the Subject Property

EXHIBIT B

TO

DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS

Description of the Hospital Property

EXHIBIT D
TO REAL ESTATE PURCHASE AND SALE AGREEMENT

Lead Removal

[attached]



Cleaning Up the Past
FOR YOUR FUTURE



1/24/2024

Shawn George

Frisbie Memorial Hospital

shawn.george@crothall.com

Re: Frisbie Hospital - Demo Lead Walls - Rochester, NH

Shawn,

The scope of this project is based on information gathered during the site visit to the Frisbie Hospital in Rochester, NH. The work involves the following activities within room B129:

- Establish proper work area for lead removal activities
- Removal of drop ceiling, tile and grid
- Removal of lead lining from walls located in room B129
- Cleaning of work area and demobilizing from the jobsite

Total estimated cost of labor, materials, equipment, and disposal: \$13,900.00

Select Demolition Notes:

- Dumpster(s) to be placed on site adjacent to work area
- Remove and dispose of identified items to be demolished

Select Demolition Exclusions:

- Excludes removal of any structural components
- Excludes shoring or any temporary bracing

Lead Exclusions:

- Excludes lead lining on ceiling
- Clean for visual clearance by Owner/GC

Quotation Notes:

- Pricing valid for 30 days after the proposal date
- Quote based on doing our scope of work in one mobilization in straight time
- Quote based on the project schedule represented at time of bid by GC/Owner
- Any project changes made after the date of this proposal will require a review of our estimated cost
- Unplanned additional mobilizations will carry an \$1,800.00 cost per mobilization
- All recyclable material/metals to be property of EnviroVantage

Quotation Exclusions:



Cleaning Up the Past
FOR YOUR FUTURE



- Excludes all preparation for put back of any items removed
- Excludes all hazardous materials beyond noted and detailed above in the description of work
- Excludes any/all general conditions
- Excludes cut, cap, drain and make safe of all MEPs & utilities

Owner/GC Responsibilities:

- Owner/GC responsible for any federal, state, city and town permits
- Owner/GC responsible for all engineering required to perform the work
- Owner/GC to supply water, electricity, layout/mark out and access to work area throughout duration of project
- Owner/GC to remove or salvage all items from the work area prior to start of work
- Owner/GC to provide any/all fencing, sidewalk/traffic controls, police detail and pedestrian safety barriers
- Owner/GC to provide lock-out/tag-out
- Owner/GC to provide NESHAP survey prior to demo

Expectations:

- No performance and payment bond included
- Not based on Davis Bacon rates
- All MEPs are to be cut, capped, drained and made safe

Look forward to speaking with you.

Sincerely,

Scott

Scott Sansoucis
Vice President
Cell: (603) 231-7049
Toll-Free: (800) 640-5323

Jordan

Jordan Nyssed
Estimating Manager
Office: (603) 679-3682
Toll-Free: (800) 640-5323

Terms and Conditions:

The above price(s), specifications and conditions are satisfactory and are hereby accepted.

EnviroVantage is authorized to perform the work as of _____.

Payment Terms: Net 30

Overdue payments will bear interest at two (2) percent per month. Costs of collecting overdue invoices, including reasonable attorney's fees will be added to the invoice for collection.

Authorized Signature: _____

*Price quoted is only valid for 60 days after date of proposal. Signature required prior to start of project.



Cleaning Up the Past
FOR YOUR FUTURE



Company Overview

EnviroVantage is a highly trusted, demolition, environmental and indoor air quality contractor who has provided safe, well-planned delivery and execution of our services for over 35 years. We lean on technology, state-of-the-art equipment, and trained skilled labor to safely deliver our clients industry-best practices on job sites every day. Our culture is driven by our focus and commitment to safety, high quality workmanship, and environmental responsibility. We are committed to doing what it takes to get the project done right the first time. For further information please visit our website at www.envirovantage.com.