

A regular meeting of the Board of Directors of the Washington Township Health Care District was held on Wednesday, February 23, 2022 via Zoom. Director Yee called the meeting to order at 6:01 p.m. and led those present in the Pledge of Allegiance.

CALL TO ORDER

Roll call was taken. Directors present: Jeannie Yee; Bernard Stewart, DDS; Michael Wallace; William Nicholson, MD
Absent: Jacob Eapen, MD

ROLL CALL

Also present: Kimberly Hartz, Chief Executive Officer; Chris Henry, Chief Financial Officer; Tina Nunez, Vice President; Ed Fayen, Chief Operating Officer; Paul Kozachenko, Legal Counsel; Nicholas Kozachenko, Legal Counsel; Dee Antonio, District Clerk; Sri Boddhu, AVS

Guests: Angus Cochran, Larry Tramutola, Donald Pipkin

Director Yee welcomed any members of the general public to the meeting. She noted that in order to continue to protect the health and safety of the members of the Board, District staff, and members of the public from the dangers posed by the SARS-CoV-2 virus, the Brown Act allows a local agency to continue to hold its meetings remotely as opposed to being required to meet in-person. Section 54953(e)(3) of the Government Code requires that the Board make certain findings every 30 days to continue meeting remotely. One such finding is that “state or local officials continue to impose or recommend measures to promote social distancing.” The Alameda County Health Officer continues to recommend social distancing and the wearing of masks indoors, as referenced by the Alameda County Health Care Services Public Health Department COVID-19 website at www.covid-19.acgov.org. The Board made such a finding at its meeting earlier in the month.

OPENING REMARKS

There were no oral or written communications.

COMMUNICATIONS

Angus Cochran and Chris Henry presented the District financial condition and potential for new revenue sources. The PowerPoint presentation included US Census Bureau data with projected census data through 2040. A recent survey of District Residents identified their top healthcare issues: Emergency Medical Care and Disaster Preparedness. The Residents also value local access to emergency and critical care.

*PRESENTATION:
DISTRICT FINANCIAL
CONDITION AND
POTENTIAL
RESOURCES*

Kimberly Hartz emphasized that health care is local and that a founding premise of the District was the desire to provide health care to the local community. The District succeeded in meeting the needs of the community during the recent pandemic. However, with a financial outlook that is worsening due to increasing costs, uncertain reimbursement and aging population, WHHS will be challenged to meet the future expected health care needs of our community.

The District has the option to consider a parcel tax. Funds from a parcel tax can be used for the Emergency Department, trauma and lifesaving medical equipment, disaster preparedness, public health emergency preparation, operating technology, and diagnostic imaging technology. Depending on the tax rate, if approved by the

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voters, a parcel tax could potentially provide the District with additional annual revenue of between approximately \$5M and \$10M.

Two mechanisms for placing a Parcel Tax on the ballot were reviewed. If the District Board votes to place a parcel tax measure on the ballot, passage will require a 2/3rds majority. If a citizen committee takes the lead, a simple majority is required for passage.

Following the presentation, the Board members expressed support for the further consideration of a parcel tax, remarking that a parcel tax would allow the District to maintain local control over the implementation of essential programs that are needed to care for the community and would also enable the District to better face the financial challenges of the future.

In accordance with District law, policies, and procedures, Director Wallace moved that the Board of Directors direct staff to research and prepare a potential parcel tax.

*CONSIDERATION FOR
MOTION DIRECTING
STAFF TO RESEARCH
AND PREPARE
POTENTIAL PARCEL
TAX*

Roll call was taken:

William Nicholson, MD – aye
Jeannie Yee – aye
Bernard Stewart, DDS – aye
Jacob Eapen, MD – absent
Michael Wallace – aye

The motion carried.

Donald Pipkin presented a history of cancer care at Washington Hospital which included the broad affiliation with UCSF which began in 2013, providing services in Maternal Child Health (pediatrics and neonatal intensive care), Cardiac Surgery, Genetic Counseling, Prenatal Diagnostic Clinic, and other specialties. He noted that the UCSF-WHHS Cancer Center opened in January 2017 and presented the strategic vision and benefits of the proposed oncology Joint Venture collaboration.

*CONSIDERATION FOR
RESOLUTION No. 1236
TO AUTHORIZE CHIEF
EXECUTIVE OFFICER
TO ENTER INTO
CERTAIN
AGREEMENTS
RELATED TO A
PROPOSED JOINT
VENTURE WITH UCSF
FOR A JOINT CANCER
CENTER*

In accordance with District law, policies, and procedures, Director Wallace moved that the Board of Directors approve Resolution No. 1236 to authorize the Chief Executive Officer to enter into certain agreements related to a proposed Joint Venture with UCSF for a Joint Cancer Center.

Roll call was taken:

William Nicholson, MD – aye
Jeannie Yee – aye
Bernard Stewart, DDS – aye
Jacob Eapen, MD – absent
Michael Wallace – aye

The motion carried.

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In accordance with Health & Safety Code Sections 32106, 32155 and California Government Code 54956.9(d)(2), Director Yee adjourned the meeting to closed session at 6:58 p.m., as the discussion pertained to a Conference involving trade secrets pursuant to Medical Staff and Quality Assurance Committee, Health & Safety Code section 32155, Conference with Legal Counsel-Anticipated litigation pursuant to government code section 54956.9(d)(2), Conference involving Trade Secrets pursuant to Health & Safety Code 32106, and consideration of closed session Minutes: January 12, and 26, 2022. Director Yee stated that the public has a right to know what, if any, reportable action takes place during closed session. Since this meeting is being conducted via Zoom and we have no way of knowing when the closed session will end, the public was informed they could contact the District Clerk for the Board's report beginning February 24, 2022. She indicated that the minutes of this meeting will reflect any reportable actions.

ADJOURN TO CLOSED SESSION


Director Yee reconvened the meeting to open session at 8:55 pm. The District Clerk reported that the Board approved the Closed Session Minutes of January 12, and 26, 2022 and the Medical Staff Credentials Report and denied an application to present a late claim on behalf of Natalie Zornoza in closed session by unanimous vote of all Directors present:


RECONVENE TO OPEN SESSION & REPORT ON CLOSED SESSION

Jeannie Yee
Bernard Stewart, DDS
Michael Wallace
William Nicholson, MD

There being no further business, Director Yee adjourned the meeting at 8:55 pm.

ADJOURNMENT

DocuSigned by:

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Jeannie Yee
President

DocuSigned by:

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William Nicholson, M.D.
Secretary

RESOLUTION NO. 1236

**RESOLUTION OF THE BOARD OF DIRECTORS OF WASHINGTON
TOWNSHIP HEALTH CARE DISTRICT TO AUTHORIZE THE CHIEF
EXECUTIVE OFFICER TO ENTER INTO CERTAIN AGREEMENTS
RELATED TO A PROPOSED JOINT VENTURE WITH UCSF FOR A JOINT
CANCER CENTER**

WHEREAS, Washington Township Health Care District is a local health care district (“District”) which owns and operates a general acute care hospital and provides essential healthcare services to the population residing within the District’s political boundaries, including the cities of Fremont, Newark, Union City, parts of South Hayward and Sunol;

WHEREAS, the District entered into a Collaboration Agreement with the University of California, San Francisco (“UCSF”) under which the District and UCSF agreed to collaborate together on the delivery of high-quality care in the District and which contemplated that the District and UCSF would enter into one or more joint ventures for the delivery of health care services in the District;

WHEREAS, the District and UCSF have discussed forming a joint venture (the “Oncology Joint Venture”) that would involve the creation of a joint cancer center that will provide radiation oncology, medical oncology/hematology, and infusion services at Washington Hospital’s main campus in Fremont, California;

WHEREAS, the District and UCSF have negotiated the terms of a Letter of Intent and Contribution Agreement that would implement, in part, the Oncology Joint Venture, and the Chief Executive Officer has recommended that the Board authorize her to enter into these agreements on behalf of the District; and

WHEREAS, the Board finds that it is in the best interest of the District to proceed with the proposed Oncology Joint Venture.

NOW, THEREFORE, be it resolved that:

1. The Chief Executive Officer is authorized to execute the Letter of Intent and Contribution Agreement, copies of which are attached hereto as Exhibits A through B, respectively.
2. The Board further authorizes the Chief Executive Officer to agree to additional modifications to the documents referenced in Section 1 prior to executing them, provided that the Chief Executive Officer determines that the modifications are in the best interest of the District and consistent with the spirit of this Resolution.

3. The Chief Executive Officer is authorized to take any and all further actions, which in the determination of the Chief Executive Officer are necessary and proper to consummate the transactions described above.

Passed and adopted by the Board of Directors of the Washington Township Health Care District this 23rd day of February, 2022 by the following vote:

AYES: Directors Yee, Stewart, Wallace, Nicholson

NOES:

ABSENT: Director Eapen

DocuSigned by:

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Jeannie Yee
President, Board of Directors
Washington Township Health Care District

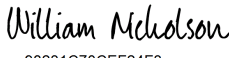
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98231G70GEF24F3...
William F. Nicholson, MD
Secretary, Board of Directors
Washington Township Health Care District

EXHIBIT A
LETTER OF INTENT

February 23, 2022

Kimberly Hartz, CEO
Washington Township Health Care District
2000 Mowry Avenue
Fremont, CA 94538

The Regents of the University of California, on behalf of UCSF Health (“**UCSF**”) has prepared and is submitting this letter of intent (“**Letter**”) to confirm UCSF’s interest in entering into a potential collaboration with Washington Township Health Care District, which does business as Washington Hospital Healthcare System (“**WHHS**”). Part I of this Letter sets forth certain non-binding understandings by and among UCSF and (“**WHHS**”) (together, the “**Parties**”) with respect to the general terms and conditions to be included in the Definitive Agreements (defined below). Part II of this Letter sets forth certain binding agreements with respect to the terms under which negotiations for the Definitive Agreements will take place.

I. NON-BINDING PROVISIONS

Part I of this Letter reflects the Parties’ general understanding of the transaction but does not constitute a complete or legally-binding or enforceable agreement or commitment on the part of either of the Parties with respect to the matters described therein. In order to become legally binding, the terms of the transaction must first be further negotiated, memorialized in explicitly-binding Definitive Agreements (as defined below), and thereafter approved by each Party’s governing board (as applicable), all subject to any required regulatory approvals. Each Party acknowledges that the non-binding terms are not intended to create or constitute any legally binding obligation between the Parties, and no Party shall have any liability to the other Parties with respect to the non-binding terms until the Definitive Agreements and related documents are prepared, authorized, executed and delivered by and between the Parties. If the Definitive Agreements are not prepared, authorized, executed, and delivered for any reason, no Party to this Letter of Intent shall have liability to the other Party to this Letter of Intent based upon or relating to the non-binding provisions.

The following paragraph(s) under this Part I reflect our general understanding of the matters described in them, but do not constitute a complete statement, or a legally binding or enforceable agreement or commitment on the part of the Parties, with respect to the matters described therein.

A. Potential Collaboration. The Parties would enter into one or more agreements (the “**Definitive Agreements**”) to accomplish certain mutual business goals as generally set forth in the Non-Binding Term Sheet attached hereto as Exhibit A, incorporated herein by reference.

II. BINDING PROVISIONS

Upon execution of a counterpart of this Letter the following numbered paragraphs of this Part II will constitute the legally binding and enforceable agreement among the Parties (in recognition of the substantial costs to be incurred by each Party in pursuing the project).

1. Costs. Each Party will be solely responsible for and bear all of its own costs and expenses, including, without limitation, fees and expenses of legal counsel, accountants and other advisors, incurred in connection with the negotiation of this Letter and the Definitive Agreements.

2. Termination of Negotiations and Letter of Intent. The obligations of the Parties to negotiate, execute and deliver formal Definitive Agreements will expire on the date that is twelve (12) months from the date of this Letter (the “**Expiration Date**”), if formal and final Definitive Agreements are not executed and delivered by the Parties on or before said date, unless this Letter is terminated at an earlier date or extended by agreement of the Parties in writing. If the Parties fail to execute and deliver such formal and final Definitive Agreements, no Party will be liable to the others therefor other than as a result of a breach of the binding provisions contained in this Part II.

3. Binding Nature. The provisions of this Part II will be binding upon the Parties between the date of this Letter and the Expiration Date. On the Expiration Date, or upon the execution and delivery of formal and final Definitive Agreements, whichever will first occur, this Letter will cease to be binding and will have no further force or effect, except for this Paragraph II.3 and Paragraphs II.4 and II.5 which will survive the expiration of this Letter after such date.

4. Confidentiality. Each Party agrees to be bound by the terms of the Mutual Non-Disclosure Agreement attached hereto as Exhibit B and incorporated by reference (“**Non-Disclosure Agreement**”). The Parties’ obligations under the Non-Disclosure Agreement shall survive the termination or expiration of this Letter.

5. Public Disclosure. Subject to the provisions of the Non-Disclosure Agreement, the Parties will keep this Letter, the occurrence and substance of the negotiations between them, and all other information regarding the matters contemplated herein (including the financial terms) confidential until mutual agreement is reached in writing on publicity, and all subsequent publicity by a Party will be cleared with the other Parties.

6. Representations and Warranties; No Conflict. Each Party represents and warrants that neither the execution of this Letter nor the performance of its obligations hereunder will either constitute a violation or be in conflict with, or constitute a breach or default under, or require any consent or approval that has not been obtained, with respect to any of (a) such Party’s articles of incorporation, bylaws, or any other document of self-governance, or (b) any agreement, instrument, letter of intent or other obligation to which either such Party is a party or by which such Party is bound.

7. Amendments. This Letter cannot be amended except by written instrument signed by all Parties.

8. Term. This agreement commences on the date of this Letter and expires at 11:59 PM on the Expiration Date (“**Term**”). This Letter will automatically terminate if not countersigned within thirty (30) days of the date of this Letter.

9. Termination. Any Party may – with or without cause – terminate its participation in the Letter prior to the Expiration Date by giving ten (10) days’ prior written notice to the other Party. Such Party terminating participation prior to expiration of the Term (“**Terminating Party**”) will remain subject to the following provisions for the remainder of the Term: Paragraphs II.4, II.5, and II.10.

10. Governing Law. This Letter will be governed by and construed under the laws of the state of California, without giving effect to the principles of conflicts of law.

11. Counterparts. This Letter may be executed in any number of counterparts, and each counterpart will constitute an original instrument and together will constitute one and the same agreement.

12. Date of this Letter. The date of this Letter will be the date this Letter is signed by the last signatory required below.

If the terms of this Letter are acceptable, we request that you complete and return the enclosed copy of this Letter.

Sincerely,

The Regents of the University of California, on behalf of UCSF Health

By: _____

Acknowledged, Accepted and Agreed to by:

Washington Township Health Care District

By: Kimberly Hartz
Title: Chief Executive Officer

Date: _____

EXHIBIT A**NON-BINDING TERM SHEET**

1. Formation of Joint Venture for Radiation Oncology. The parties agree to form NewCo, LLC (“**NewCo**”), a California limited liability company. The purpose of NewCo will be to serve as a vehicle for a joint venture between WHHS and UCSF (the “**Joint Venture**”) to manage the operations of a joint cancer center (the “**Joint Cancer Center**”). The parties will enter into a Limited Liability Company Operating Agreement (the “**LLC Agreement**”) for NewCo by no later than March 1, 2022.

2. Phasing. The Joint Venture will proceed in two phases, which shall be designated as Phase 1 and Phase 2.

(a) In Phase 1, NewCo will serve as a managing entity for the radiation oncology service line (the “**ROC Service Line**”) at Washington Hospital in Fremont, California. NewCo will enter into a management services agreement with WHHS to manage the ROC Service Line on behalf of NewCo. NewCo will procure professional services from UCSF.

(b) In Phase 2, NewCo will: (i) become the managing entity for the hematology/oncology and infusion service lines (the “**Hematology/Oncology Service Line**” and the “**Infusion Service Line**,” respectively) at Washington Hospital; and (ii) be responsible for funding the construction and build-out of a new cancer center at 2500 Mowry Avenue in Fremont, California (the “**New Cancer Center**”), which will include the design, construction, and equipping of the New Cancer Center. The parties agree to work together in good faith to enter into a binding arrangement for Phase 2 within 90 days of execution of the Definitive Agreements for Phase 1.

(c) The parties agree to use commercially reasonable efforts to complete the tasks necessary to move forward with Phase 2 in advance of the closing of Phase 1, including but not limited to: (1) the completion of a financial valuation for the Hematology/Oncology Service Line and the Infusion Service Line; (2) the completion of required financial modeling for NewCo’s operation of Phase 2; (3) obtaining necessary approval from the governing bodies of WHHS, UCSF and the Regents of the University of California; and (4) the negotiation and execution of binding definitive documents addressing the transaction contemplated by Phase 2 (including an amendment to the LLC Agreement).

3. Ownership Interests.

(a) LLC Agreement will specify that the ownership interests of NewCo will be divided into Fractional Interests.

(b) For Phase 1, WHHS will take a 51% Fractional Interest in NewCo, and UCSF will take a 49% Fractional Interest in NewCo. Each party will be required to make the

contributions described in Schedule 1 attached to this Letter. The contributions will be documented through a separate Contribution Agreement executed by the parties.

(c) For Phase 2, the parties agree to negotiate in good faith regarding the need to make additional capital contributions that will result in WHHS holding no less than a 50.1% Fractional Interest in NewCo, and UCSF holding no more than a 49.9% Fractional Interest.

4. Proposed Timeline for Phase 1.

(a) Upon the execution of this Letter, the parties will work diligently and in good faith to negotiate the terms of the Definitive Agreements listed on the attached Schedule 2, with the understanding that neither party is bound or obligated to agree as to any specific term contained in the Definitive Agreements. The parties commit to use their respective best efforts to execute Definitive Agreements as soon as reasonably possible following the mutual agreement of the final terms while recognizing that each party has an internal review process prior to formal approval and execution of the applicable documents.

(b) The parties agree that they shall use commercially reasonable efforts to execute the LLC Agreement and a Contribution Agreement for Phase 1 no later than March 1, 2022.

(c) The parties agree that they shall use commercially reasonable efforts to close (the “**Closing**”) the transactions necessary to implement Phase 1 by no later than July 1, 2022 (the “**Closing Date**”).

(d) The Closing shall be contingent upon the satisfaction or waiver of the following conditions:

(i) The successful conversion of the ROC Service Line to a hospital outpatient department pursuant to Section 5 below;

(ii) WHHS has reached reasonably acceptable agreements with its third-party payors concerning the conversion of the ROC Service Line to a hospital outpatient department;

(iii) The parties have received all third-party consents and approvals necessary to effectuate the transactions described in the Definitive Agreements;

(iv) The parties have executed each Definitive Agreement; and

(v) WHHS and UCSF have obtained all approvals required of their governing bodies and key stakeholders for Phase 1.

5. WHHS Actions Following Letter Execution. Upon execution of this Letter, WHHS will take the following actions:

(a) WHHS will use its best efforts to complete the process of converting the ROC Service Line from a freestanding clinic to a hospital outpatient department of Washington Hospital. WHHS will not be required to take any steps that would irrevocably commit WHHS to this conversion until the parties have executed the Definitive Agreements for Phase I.

(b) WHHS will begin negotiations with its third-party payors in connection with the anticipated change in licensing.

6. Completion of Necessary Modeling for Phase 2.

(a) The parties have engaged VMG Health to provide a valuation and financial analysis of the proposed expansion of the services to be provided by NewCo as part of Phase II including the Hematology/Oncology Service Line and Infusion Service Line.

(b) The parties will work together to complete a financial model and operations plan for the build out of the New Cancer Center.

7. Treatment of UCSF Physician Professional Fees. The parties agree that they will work together to find a mutually acceptable and legally compliant method of characterizing and allocating any revenue generated by the provision of the professional services by UCSF physicians as part of the operation of the Joint Cancer Center.

SCHEDULE 1
CONTRIBUTIONS FOR PHASE 1

1. **WHHS Contribution.** WHHS will contribute the assets of the existing ROC Service Line with an agreed upon value of \$3,413,000.00 based on VMG Health's valuation report dated as of May 31, 2021. The Contribution Agreement will contain a detailed list of the items to be contributed to NewCo.

2. **UCSF Contribution.** UCSF will contribute cash in an amount equal to \$3,275,000.

SCHEDULE 2
DEFINITIVE AGREEMENTS FOR PHASE 1

<u>Agreement</u>	<u>Parties</u>	<u>Notes</u>
Contribution Agreement	WHHS and UCSF	
Operating Agreement	WHHS and UCSF	
Trademark License Agreement	WHHS and UCSF	
Management Services Agreement	NewCo and WHHS	See <u>Schedule 3</u>
Management Services Subcontract Agreement	NewCo and WHHS	
Professional Services, Medical Direction Physics, and Clinical Care Management Services Agreement	WHHS and UCSF	Radiation Oncologists, Medical Direction and Physics,
QCARE Agreement	WHHS and UCSF	
Press Release	WHHS, UCSF, and NewCo	
Flow of Funds Memo	WHHS, UCSF, and NewCo	
Triple Net Lease for 39101 Civic Center Drive	WHHS (Landlord) and NewCo (Tenant)	If necessary
Sublease for 39101 Civic Center Drive	WHHS (Subtenant) and NewCo (Sublandlord)	If necessary

SCHEDULE 3
KEY TERMS – MANAGEMENT SERVICES AGREEMENT

The Management Services Agreement shall contain the following key terms:

1. Components of Management Fee.

(a) WHHS will operate the ROC Service Line and will provide the following labor, services, and supplies, which will be supplied by WHHS to NewCo at cost:

- (i) Staff Salaries, Wages, and Benefits;
- (ii) Dosimetry Services;
- (iii) Medical Director Services; and
- (iv) Supplies.

(b) WHHS will provide billing and collection of the technical component of the fees for the ROC Service Line and charge a mutually acceptable billing fee (the “**Billing Fee**”).

(c) WHHS will provide space for the operation of the ROC Service Line that will be documented either in the Management Services Agreement or a separate real property lease (“**Space Lease Fee**”).

(d) WHHS will charge NewCo for WHHS overhead expenses (the “**Overhead Fee**”). In exchange for this payment, WHHS will be required to provide the following services to NewCo:

(i) Labor and storage associated with the keeping of the corporate records of NewCo, including, but not limited to, keeping minutes of NewCo corporate meetings, scheduling and coordinating meetings, and the like;

(ii) Labor and miscellaneous costs associated with the negotiation of agreements on behalf of NewCo;

(iii) Human resources support for the non-physician staff described in Section 1(a) of this Schedule 3;

(iv) Information Services support for the ROC Service Line;

(v) Biomedical support for the ROC Service Line;

(vi) Supervision of the repair and maintenance of the equipment;

- (vii) Finance and bookkeeping services;
- (viii) Quality and Compliance oversight;
- (ix) Negotiation of contracts with third parties required for the operation of the ROC Service Line; and
- (x) Any additional services documented in the Management Services Agreement.

2. Lease of NewCo Equipment. As a part of the Management Services Agreement, NewCo will lease to WHHS all the equipment in its possession that is necessary for WHHS to operate the ROC Service Line. WHHS will pay a rental rate of \$262,000 per year (the “**Equipment Rental Fee**”) for rental of the equipment for the term of the Management Services Agreement, subject to adjustment for the addition or removal of equipment as agreed between WHHS and NewCo. The Equipment Rental Fee will be included as part of the Management Fee (defined below).

3. Term. The initial term of the Management Services Agreement shall be five (5) years and shall only be terminable for cause.

4. Management Fee.

(a) NewCo will pay WHHS a management fee (the “**Management Fee**”) for providing the services described in Section 1 above. The amount of the Management Fee shall fluctuate from year-to-year. The Management Fee shall be calculated as the sum of the following: the cost of providing the items and services described in Section 1(a), the Billing Fee, the Overhead Fee, the Space Lease Fee and the Equipment Rental Fee.

(b) WHHS shall be entitled to estimate the total annual Management Fee, which NewCo shall pay in monthly installments, subject to reconciliation which shall occur within 90 days of the close of each fiscal year.

Preliminary Draft 02/23/2022

**EXHIBIT B
CONTRIBUTION AGREEMENT**

Washington DRAFT
February 23, 2022

CONTRIBUTION AGREEMENT

THIS CONTRIBUTION AGREEMENT (“*Agreement*”), dated as of [February __, 2022] (the “*Effective Date*”), is entered into by and between **The Regents of the University of California**, on behalf of **University of California San Francisco Health (“UCSF Health”)** and **Washington Township Health Care District, dba Washington Hospital Healthcare System**, a political subdivision of the State of California organized pursuant to the Local Health Care District Law (Div. 23 of the California Health and Safety Code) (“*WHHS*”). UCSF Health and WHHS are sometimes referred to herein individually as a “**party**” or and collectively as the “**parties.**” UCSF Health and WHHS are each referred to individually as “**Contributor**” and together as “**Contributors.**”

BACKGROUND

WHEREAS, WHHS, through an affiliate, presently owns and operates a radiation oncology center located at 39101 Civic Center Drive, Fremont, CA 94538 (the “*WHHS Radiation Oncology Center*”);

WHEREAS, UCSF Health and WHHS desire to form WHHS & UCSF Health Cancer Services Joint Venture, LLC, a California limited liability company (the “*Company*”), for the purposes of managing the WHHS Radiation Oncology Center;

WHEREAS, as further described herein, WHHS desires to contribute certain of WHHS’s assets used in the operations of the WHHS Radiation Oncology Center to the Company and UCSF Health desires to contribute cash to the Company, each in exchange for ownership interests, reflecting the fair market value of such contributions, that will be issued to the parties such that UCSF Health will hold 49% of the ownership interests in the Company and WHHS will hold 51% of the ownership interests in the Company, all upon the terms and conditions hereinafter provided;

WHEREAS, the parties desire for the Company to provide certain management services pursuant to a management services agreement with WHHS (the “*Management Agreement*”).

WHEREAS, the parties have bargained at arm’s length over the terms and conditions of this Agreement and the transactions contemplated herein and have determined the price of the contributions to be made by the parties based on a fair market valuation by an independent valuation expert (“*Valuation*”), and this Agreement is intended to outline the overall arrangement of the parties in connection with the transactions described herein.

NOW, THEREFORE, for and in consideration of the agreements, covenants, representations and warranties hereinafter set forth, and other good and valuable consideration, the receipt and adequacy of which are acknowledged, the parties hereto agree as follows:

I. FORMATION OF THE COMPANY

1.1 Formation. Subject to the terms and conditions of this Agreement, UCSF Health and WHHS hereby agree to make the capital contributions to the Company contemplated by Article II of this Agreement in exchange for membership interest to be issued to UCSF Health and WHHS as described in Section 2.3 hereof. The parties have formed or will form the Company as a California limited liability company under the name of “WHHS & UCSF Health Cancer Services Joint Venture, LLC,” by filing of Articles of Organization with the Secretary of State of the State of California. On the Operational Date or another date mutually agreed to by the parties, the parties will execute an Operating Agreement, which will govern their rights as members of the Company and the operation of the Company (the “*Operating Agreement*”).

II. CAPITAL CONTRIBUTIONS TO THE COMPANY AND RELATED MATTERS

2.1 Capital Contributions of UCSF Health.

(a) UCSF Health Value. Subject to the terms and conditions of this Agreement, as of the Operational Date, UCSF Health shall contribute Three Million Two Hundred and Seventy-Five Thousand Dollars (\$3,275,000) in cash (“*UCSF Health Value*”).

(b) No Assumption of UCSF Health Liabilities. Under no circumstances shall the Company be obligated to pay or assume, and none of the assets of the Company shall be or become liable for or subject to, any liability of UCSF Health or any affiliate thereof, whether known or unknown, fixed or contingent, recorded or unrecorded, currently existing or hereafter arising or otherwise.

2.2 Capital Contributions of WHHS.

(a) WHHS Value. Subject to the terms and conditions of this Agreement, as of the Operational Date, WHHS shall contribute the following assets owned, used or held for use by WHHS in the operation of the WHHS Radiation Oncology Center, other than the WHHS Excluded Assets (the “*WHHS Assets*”); the parties agree that the value of the WHHS Assets is Three Million Four Hundred Thousand and Thirteen Dollars (\$3,413,000.00) (“*WHHS Value*”):

(i) all tangible personal property used in the operation of the radiation oncology service line at the WHHS Radiation Oncology Center, including all major, minor or other equipment (including personal computers), vehicles, furniture, furnishings and, to the extent assignable or transferable, all rights in all warranties of any manufacturer or vendor with respect thereto, but excluding cash, cash equivalents and securities, except as provided herein;

(ii) all supplies and inventory used in the operation of the radiation oncology service line at the WHHS Radiation Oncology Center and stored in the ordinary course of business on the premises of the WHHS Radiation Oncology Center;

(iii) all assumable prepaid expenses related to the operation of the radiation oncology service line at the WHHS Radiation Oncology Center (other

than prepaid insurance premiums), deposits and rights to offset, except for (A) rights of offset under Medicaid, Medicare or any other third-party payor program for patient receivables for unprocessed and unpaid claims and (B) any rights of offset relating to any of the WHHS receivables for the rendering of services to patients at the WHHS Radiation Oncology Center on or prior to the Operational Date or other WHHS Excluded Assets;

(iv) all goodwill and other intangible personal property used in the operation of the radiation oncology service line at WHHS Radiation Oncology Center;

(v) all equipment records used in the operation of the WHHS Radiation Oncology Center as of the Operational Date;

(vi) all of the interest of WHHS in the Assumed WHHS Contracts, if any;

(vii) the interest of WHHS in all of the foregoing classes of property arising or acquired in the ordinary course of business between the date hereof and the Operational Date.

(b) WHHS Excluded Assets. Any and all other assets, rights or interests not expressly described or listed under Section 2.2(a) or separately listed on **Schedule 2.2(b)** shall be retained by WHHS and shall not constitute WHHS Assets and shall not be contributed to the capital of the Company (collectively, the “*WHHS Excluded Assets*”).

(c) WHHS Permitted Encumbrances. WHHS, or applicable affiliates thereof, as appropriate, shall convey good and valid title to the WHHS Assets and all parts thereof to the Company free and clear of all mortgages, liens, pledges, security interests, agreements, rights of first refusal, options, restrictions, claims, assessments or encumbrances, except for (i) liens securing obligations which are WHHS Assumed Liabilities, and (ii) those encumbrances described in **Schedule 2.2(c)** hereto (the “*WHHS Permitted Encumbrances*”).

(d) No Assumption of WHHS Liabilities. In connection with the contribution of the WHHS Assets to the capital of the Company, WHHS and UCSF Health shall cause the Company on the Operational Date to assume those liabilities of WHHS that are described on **Schedule 2.3** hereto, which shall include the liabilities, obligations and duties of WHHS under the Assumed WHHS Contracts (all of which Assumed WHHS Contracts shall be listed in **Schedule 2.3**) as and to the extent any such liability, obligation or duty arises after the Operational Date (the “*WHHS Assumed Liabilities*”). Except for the WHHS Assumed Liabilities, on the Operational Date the Company shall not assume, and under no circumstances shall the Company be obligated to pay or assume, and none of the assets of the Company shall be or become liable for or subject to, any other liability of WHHS or any affiliate thereof, whether known or unknown, fixed or contingent, recorded or unrecorded, currently existing or hereafter arising or otherwise (collectively, the “*WHHS Excluded Liabilities*”).

2.3 Receipt, Purchase and Sale of Ownership Interests.

(a) In consideration for the promises made herein and the contribution of the UCSF Health Value pursuant to Section 2.1, UCSF Health shall receive a forty-nine percent (49%) ownership interest in the Company.

(b) In consideration for the promises made herein and the contribution of the WHHS Value pursuant to Section 2.2, WHHS shall receive a fifty-one percent (51%) ownership interest in the Company.

(c) For purposes of accounting for the transactions described in this Agreement, the contributions of the WHHS Assets to the Company hereunder shall be considered to be made by WHHS. If WHHS's affiliates own any portion of the WHHS Assets as of the Effective Date or the Operational Date, as applicable, WHHS shall provide to each of UCSF Health and the Company, the internal agreements and other documentation between WHHS's affiliates and WHHS documenting the internal transfers of the WHHS Assets.

2.4 Interest. Any amounts due under this Agreement that are not paid when required to be paid shall bear interest at a rate equal to the lower of five percentage points (5%) per annum above the Prime Rate as reported in the Money Rates column of the Wall Street Journal, as adjusted from time to time, or the maximum lawful rate.

III. EFFECTIVE DATE AND OPERATIONAL DATE FOR COMPANY.

3.1 WHHS Radiation Oncology Center. Between the Effective Date and the Operational Date, the parties shall use reasonable efforts to obtain all regulatory and governmental approvals necessary for the WHHS Radiation Oncology Center to be operated as a hospital outpatient department after the Operational Date.

3.2 Operational Date.

(a) The "***Operational Date***" as used in this Agreement shall be a date agreed upon by the parties on which the following conditions precedent (the "***Operational Date Conditions Precedent***") shall have been satisfied or waived by each applicable party:

(i) All parties shall have executed and delivered this Agreement and the applicable parties shall have executed and delivered all other Operational Date Documents;

(ii) UCSF Health and WHHS shall have obtained resolutions, consents and such other evidence demonstrating their authority to execute and deliver, as applicable, this Agreement, the Operating Agreement and all other documents necessary or advisable to consummate the transactions contemplated hereby;

(iii) The representations and warranties of each party contained in this Agreement shall be true in all material respects as of the Operational Date;

(iv) UCSF Health has approved each revised or updated Schedule WHHS submitted to UCSF Health under Section 11.1 below, it being understood that UCSF Health shall be provided at least forty-five (45) days to review the materials WHHS makes available in connection with its Operational Date Representations and Warranties;

(v) All of the terms, covenants, and agreements required by this Agreement to be complied with or performed by the applicable Contributor at or prior to the Operational Date shall have been complied with and performed in all material respects;

(vi) There shall not have occurred any change in the WHHS Assets or the WHHS Liabilities, condition (financial or otherwise), operating results, or prospects of the Cancer Center, that has resulted in or would reasonably be expected to result in a Material Adverse Effect. For the purpose of this Agreement Material Adverse Effect means, any event, occurrence, development, fact, condition, state of circumstances, change or effect that (a) is, in the aggregate, materially adverse to the business, operations, results of operations, financial condition, properties (including intangible properties), rights, obligations or assets of WHHS or the WHHS Radiation Oncology Center, or (b) materially impairs or delays, or is reasonably likely to materially impair or delay, the ability of WHHS to consummate the transactions contemplated hereby or to perform its obligations under this Agreement;

(vii) No action or proceeding before a court or any other governmental agency or body shall have been instituted or threatened to restrain or prohibit any material aspect of the transactions contemplated under this Agreement, and no third party or governmental agency or body shall have taken or threatened any action with respect to any material aspect of the transaction contemplated hereby as a result of which any party reasonably deems it inadvisable to proceed with such transaction;

(viii) Company, and/or the applicable Contributor, as applicable, shall have provided all necessary notices to and obtained all regulatory approvals, licenses, consents, and permits from all applicable governmental authorities to which the WHHS Radiation Oncology Center is subject and which are required to be provided or obtained prior to or at the Operational Date, such that following the Operational Date, Company and WHHS shall be legally entitled to continue to provide the services provided by WHHS and its affiliates prior to the Operational Date (the “**Required Regulatory Approvals**”);

(ix) The Company shall have received all governmental approvals required to manage the WHHS Radiation Oncology Center, and the WHHS shall have received all governmental approvals required to operate the WHHS Radiation Oncology Center as a hospital outpatient department;

(x) WHHS shall have negotiated reasonably acceptable terms, or amendments to, the WHHS Third Party Payor Contracts that permits WHHS to bill such third party payors for services provided in the WHHS Radiation Oncology Center as a hospital outpatient department;

(xi) WHHS shall have delivered to UCSF and the Company all material consents and authorizations of any third parties necessary for the assignment to Company of the WHHS Contracts, on the same terms and conditions as presently apply to WHHS and or its affiliates, as applicable; and

(xii) UCSF Health and WHHS shall have completed an operations implementation plan for the WHHS Radiation Oncology Center to address the planning, implementation and execution of services to be provided at the WHHS Radiation Oncology Center on and after the Operational Date.

(b) If the Operational Date Conditions Precedent shall not have been satisfied or waived by **July 1, 2022** (the “*Outside Date*”), executive officers of UCSF Health and WHHS shall promptly meet and negotiate an alternative to the failed Operational Date Condition Precedent. If such executive officers have not agreed upon an alternative within sixty (60) days after Outside Date, and the failed Operational Date Condition Precedent has not then been satisfied, then either WHHS or UCSF Health may terminate this Agreement upon written notice to the other party. Notwithstanding the foregoing, both UCSF Health and WHHS shall have the option to terminate this Agreement immediately upon the termination of that certain Letter of Intent, by and between UCSF Health and WHHS, dated as of **February 23, 2022**. In the event this Agreement is terminated, neither party shall have obligations hereunder except for those that expressly survive the termination of this Agreement.

(c) On the Operational Date,

(i) WHHS and UCSF Health shall make or cause to be made, as applicable, their respective capital contributions to the Company described in Article II, and the ownership interest of each party in the Company shall be issued to the parties as stated in Section 2.3. The parties shall cause WHHS’s and UCSF Health’s capital contributions to be accounted for by the Company pursuant to United States generally accepted accounting principles, consistently applied (GAAP);

(ii) WHHS, UCSF Health and the Company shall have executed and/or delivered the documents described in Article VII; and

(iii) WHHS will transfer the WHHS Assets to the Company.

IV. REPRESENTATIONS AND WARRANTIES OF WHHS

As of the Operational Date (except with respect to the statements contained in Sections 4.1, 4.2 and 4.15, which shall be made as of the Effective Date and Operational Date), WHHS

represents and warrants to UCSF Health and the Company the following (“***Operational Date Representations and Warranties***”):

4.1 Corporate Capacity; Authorization. WHHS is a political subdivision of the State of California, organized, existing and acting under and pursuant to the Local Health Care District Law of the State of California, constituting Division 23 of the California Health and Safety Code. WHHS has the requisite corporate power and authority to enter into this Agreement and any other agreement contemplated herein, and to perform its obligations thereunder (subject to obtaining any consents set forth in **Schedule 4.1**) and to conduct its business as now being conducted.

(a) **Authorization.** The execution and delivery by WHHS of this Agreement and any other agreement contemplated herein, as applicable, and the performance by WHHS of its obligations thereunder, has been duly and validly authorized by all requisite corporate action of WHHS.

(b) **Consents.** Except as set forth on **Schedule 4.1**, no consent, approval or other authorization or order of, and no filing with or waiver of rights by, any governmental authority, or any other person, is required in connection with the execution and delivery by WHHS of this Agreement or the consummation by WHHS of the transactions contemplated hereby.

4.2 Absence of Conflicting Agreements. The execution, delivery and performance of this Agreement, the Effective Date Documents and the Operational Date Documents do not and will not (with or without the passage of time or the giving of notice): (a) violate or conflict with any other organizational document of WHHS, or any law or binding upon WHHS; or (b) violate or conflict with, result in a breach of, or constitute a default or otherwise cause any loss of benefit under any material agreement or other obligation to which WHHS is a party, or by which they are bound, or give to others any rights (including rights of termination, foreclosure, cancellation or acceleration), in or with respect to WHHS.

4.3 Medicare and Medicaid and Commercial Third-Party Payors.

(a) The WHHS Radiation Oncology Center is in material compliance with all of the laws, rules and regulations and applicable contractual requirements of the Medicare program, Medi-Cal program, and other governmental health care programs, and applicable commercial health insurers, health plans or other third-party payors, and with all registration laws and requirements of the State of California.

(b) All claims, invoices, returns and other forms submitted in the past six (6) years by or on behalf of WHHS to Medicare, Medicaid, other governmental health care programs, and applicable commercial health insurers, health plans or other third party payors, but only in connection with the WHHS Radiation Oncology Center, are and have been accurate in all material respects, did not contain any material misrepresentation or materially misleading information, were for services that were medically indicated and necessary to the health of the patient serviced, and furnished by an employee of WHHS or by another person who legally and effectively reassigned their right to submit claims for any such services to WHHS. In connection with the WHHS Radiation Oncology Center, no deficiency in any claims, returns and other filings, including claims for overpayments or deficiencies for late filings, is presently being asserted or, to

the knowledge of WHHS, threatened by any federal or state agency or instrumentality or other provider reimbursement entities relating to Medicare or Medicaid or commercial claims. WHHS is not subject to any audit of the WHHS Radiation Oncology Center relating to fraudulent Medicare or Medicaid or commercial payor procedures or practices. WHHS has not received any written notice claiming a current violation of any law or regulation of the State of California applicable to the WHHS Radiation Oncology Center.

4.4 Title and Condition of Assets. As of the Operational Date, WHHS shall convey to the Company good and valid title to all rights, properties, assets and interests constituting the WHHS Assets or any part thereof, subject to no mortgages, liens, pledges, security interests, agreements, rights of first refusal, options, restrictions, claims, assessments or encumbrances, other than the WHHS Permitted Encumbrances; provided, however that WHHS shall transfer the tangible personal property, inventory and supplies to the Company on an “AS IS, WHERE IS” basis, without any representations or warranties as to the physical condition of such tangible personal property, inventory and supplies.

4.5 Insurance. WHHS has delivered to UCSF Health an accurate Schedule, attached hereto as **Schedule 4.5**, disclosing all insurance policies, including all self-funded plans or trusts, covering the ownership and operation of the WHHS Radiation Oncology Center and the WHHS Assets, which Schedule reflects the policies’ numbers, identity of insurers or administrators, annual premiums or contributions, amounts and coverage. All of such policies and plans or trusts are now and will be until the Operational Date in full force and effect. WHHS has not (i) received any written notice from any such insurance company or administrator canceling or materially amending any of such insurance policies or plans or trusts, and to WHHS’s knowledge, no such cancellation or amendment is threatened, or (ii) failed to give any required notice or present any claim which is still outstanding under any of such policies or plans or trusts with respect to any of the WHHS Radiation Oncology Center or the WHHS Assets.

4.6 Litigation or Proceedings. WHHS has delivered to UCSF Health an accurate list and summary description, attached hereto as **Schedule 4.6**, of all litigation or proceedings with respect to the WHHS Radiation Oncology Center and the WHHS Assets to which WHHS or any of its affiliates is currently a party. Except to the extent set forth on **Schedule 4.6**, there are no material claims or investigations pending or, to the knowledge of WHHS, threatened against or affecting WHHS or any of its affiliates with respect to the WHHS Radiation Oncology Center or the WHHS Assets, at law or in equity, or before or by any federal, state, municipal or other governmental department, commission, board, bureau, agency or instrumentality wherever located.

4.7 Tax Liabilities.

(a) All tax returns, including, without limitation, income tax returns, employee payroll tax returns, employee unemployment tax returns and franchise tax returns, for periods prior to and including the Effective Date or the Operational Date, as applicable, which are required to be filed by WHHS or any of its affiliates in respect of the WHHS Radiation Oncology Center or the WHHS Assets (collectively “**WHHS Returns**”) have been filed or will be filed in the manner provided by law. All WHHS Returns are or will be true and correct and accurately reflect the tax

liabilities of WHHS or its affiliates in respect of the WHHS Radiation Oncology Center for the periods or other matters covered by such tax returns;

(b) All taxes, penalties, interest, and any other statutory additions which have become due by WHHS pursuant to the WHHS Returns, and any assessments received by WHHS in respect of the WHHS Returns (collectively “*WHHS Payable Tax Items*”) have been paid when due or adequately provided for by WHHS; and

(c) Except for ad valorem taxes not yet due and payable, or any items described on Schedule 4.7, there are no tax liens on any of the WHHS Assets.

4.8 Material Contracts. WHHS has delivered to UCSF Health an accurate list, attached hereto as Schedule 4.8, of all material commitments, contracts, leases and agreements (other than those related to the WHHS Excluded Liabilities or the WHHS Excluded Assets) which affect the radiation oncology service line at the WHHS Radiation Oncology Center or the operation thereof, or the WHHS Radiation Oncology Center Assets, to which WHHS is a party or by which WHHS or any of the WHHS Radiation Oncology Center Assets are bound (each such item on Schedule 4.8, a “*Material WHHS Contract*”). WHHS has delivered true, correct and complete copies of such agreements to UCSF Health, or has given, and will give, the agents, employees and representatives of UCSF Health access to the originals or true, correct and complete copies of such agreements or, in the case of any oral agreements, accurate summaries of such agreements. The WHHS Third Party Payor Contracts are not Material Contracts.

4.9 Assumed WHHS Contracts. Except as set forth on Schedule 4.9 hereto:

(a) The Material WHHS Contracts to be assumed by the Company (the “*Assumed WHHS Contracts*”) constitute valid and legally binding obligations of the parties thereto and are enforceable in accordance with their terms, except as enforceability may be restricted, limited or delayed by applicable bankruptcy or other laws affecting creditors’ rights generally, and except as enforceability may be subject to general principles of equity;

(b) Each Assumed WHHS Contract delivered to UCSF Health pursuant to Section 4.9 constitutes the entire agreement by and between the respective parties thereto; and

(c) All obligations required to be performed under the terms of the Assumed WHHS Contracts have been performed in all material respects, no act or omission has occurred or failed to occur which, with the giving of notice, the lapse of time or both would constitute a default under the Assumed WHHS Contracts, and each such Assumed WHHS Contract is now in full force and effect.

4.10 Adequacy of WHHS Assets. The WHHS Assets comprise materially all of the assets, properties, contracts, leases and rights necessary for the Company to operate its business as contemplated by the Company’s Operating Agreement and in accordance with the Management Agreement, subject to the Company engaging appropriate staff.

4.11 Financial Statements. WHHS has provided UCSF Health with true and correct copies of WHHS’s financial statements, including balance sheets and income statements (the “*Financial Statements*”). The Financial Statements fairly present (a) the financial position of

WHHS, as of the date of the balance sheets, and (b) the results of WHHS's operations for the periods indicated. The Financial Statements have been prepared in accordance with GAAP consistently applied during the periods covered by the Financial Statements. WHHS shall be deemed to have disclosed any audited financial statements of WHHS posted on WHHS's website (www.whhs.com), which audited statements are posted at the following web address as of January 10, 2022: <https://www.whhs.com/about-us/board-of-directors/audited-financials/>.

4.12 Compliance with Law.

(a) Without limiting any other representation or warranty made herein, WHHS and each of its licensed employees and contractors in the exercise of their respective duties on behalf of WHHS, has been throughout the past six (6) years and is in compliance with all federal, state and local laws, regulations, and legal requirements, including without limitation, self-referral, anti-kickback, fraud and abuse, patient privacy, and other healthcare related laws, regulations, and legal requirements (collectively, "**Legal Requirements**") applicable to the WHHS Radiation Oncology Center. To WHHS's knowledge, there are no presently existing circumstances which would result or likely would result in material violations of any Legal Requirements. WHHS has such permits, registrations, licenses and certifications issued by governmental or regulatory authorities as are necessary under applicable law to own their properties and to operate the WHHS Radiation Oncology Center. There currently exist no restrictions, deficiencies, required plans of correction or other such remedial measures concerning federal and state Medicare and Medicaid certifications or licensure.

(b) WHHS has not been convicted of or indicted for a Medicare, Medicaid or "federal health care program" (as defined in 42 U.S.C. § 1320a-7b(f)) related offense, nor has WHHS or any of its managers, officers, directors or members or employees been debarred, excluded or suspended from participation in Medicare, Medicaid or any other federal health care program or been subject to any order or consent decree of, or criminal or civil fine or penalty imposed by, any court or governmental agency related thereto. WHHS has not arranged or contracted with (by employment or otherwise) any individual or entity that is excluded or suspended from participation in a federal health care program, for the provision of items or services for which payment may be made under such federal health care program.

4.13 Solvency. WHHS is not currently and has never been insolvent.

4.14 Valuation. The description of and assumptions about WHHS and the WHHS Radiation Oncology Center contained in the valuation of VMG Health dated May 31, 2021, as updated as distributed on February 3, 2022 and February 4, 2022, and the information provided by WHHS to VMG Health in connection with such valuation, do not include any untrue statement of a material fact or omit to state any material fact necessary to make the statements made therein not misleading.

4.15 Full Disclosure. This Agreement and the Schedules hereto and all other documents and information furnished and to be furnished to UCSF Health and its representatives by WHHS pursuant hereto do not and will not include any untrue statement of a material fact or omit to state any material fact necessary to make the statements made and to be made herein and therein not misleading.

V. REPRESENTATIONS AND WARRANTIES OF UCSF HEALTH

As of the Operational Date, subject to the provisions of Section 11.1 hereof, as of the Operational Date, UCSF Health represents and warrants to WHHS and the Company the following:

5.1 Corporate Capacity.

(a) UCSF Health has the requisite corporate power and authority to enter into this Agreement, to perform its obligations hereunder, subject to obtaining any consents set forth in Schedule 5.1.

(b) Authorization. The execution and delivery by UCSF Health of this Agreement, and the performance by UCSF Health of its obligations hereunder, has been duly and validly authorized by all requisite corporate action of UCSF Health.

(c) Consents. Except as provided in Schedule 5.1, no consent, approval or other authorization or order of, and no filing with or waiver of rights by, any governmental authority, or any other person, is required in connection with the execution and delivery by UCSF Health of this Agreement or the consummation by UCSF Health of the transactions contemplated hereby.

5.2 Absence of Conflicting Agreements. The execution, delivery and performance of this Agreement, the Effective Date Documents and the Operational Date Documents do not and will not (with or without the passage of time or the giving of notice): (a) violate or conflict with any other organizational document of UCSF Health, or any law or binding upon UCSF Health; or (b) violate or conflict with, result in a breach of, or constitute a default or otherwise cause any loss of benefit under any material agreement or other obligation to which UCSF Health is a party or by which it is bound, or give to others any rights (including rights of termination, foreclosure, cancellation or acceleration), in or with respect to UCSF Health.

5.3 Full Disclosure. This Agreement and the Schedules hereto and all other documents and information furnished and to be furnished to WHHS and UCSF Health and their representatives by UCSF Health pursuant hereto do not and will not include any untrue statement of a material fact or omit to state any material fact necessary to make the statements made and to be made herein and therein not misleading.

VI. COVENANTS OF WHHS PRIOR TO THE OPERATIONAL DATE

Between the Effective Date and the Operational Date:

6.1 Reasonable Efforts. WHHS will take such actions as are reasonably necessary and use commercially reasonable efforts to assist in the smooth, efficient and successful transition of the WHHS Assets to the Company as of the Operational Date. Prior to the Operational Date, WHHS shall use commercially reasonable efforts to fulfill all material obligations imposed on it

under this Agreement or any ancillary agreement referred to herein, including without limitation, the Management Services Agreement.

6.2 Governmental Approvals. WHHS shall assist and cooperate with the Company and UCSF Health and their respective representatives and counsel for the purpose of obtaining all governmental consents and approvals which are necessary or appropriate, and in the preparation of any documents or other material which may be required by any governmental agency, as a predicate to or as a result of the transactions contemplated herein. WHHS shall cooperate with the Company and use commercially reasonable efforts to promptly obtain the approval of all local, state and federal authorities necessary to permit the transfer of the WHHS Assets to the Company.

6.3 Third Party Payor Contracts. WHHS and its affiliates shall use their best efforts to maintain their existing contracts with third party payors applicable to services provided at the WHHS Radiation Oncology Center (“*WHHS Third Party Payor Contracts*”). WHHS and its affiliates shall make commercially reasonable efforts to negotiate amendments or revisions to the WHHS Third Party Payor Contracts to accommodate the addition of the WHHS Radiation Oncology Center as a hospital outpatient department.

6.4 Information. WHHS shall afford to the officers and authorized representatives and agents of UCSF Health and the Company (which shall include accountants, attorneys, bankers and other consultants of such parties) reasonable access to the facilities, properties, books and records of WHHS with respect to the transactions contemplated under this Agreement and any ancillary agreement referred to herein, and will furnish UCSF Health and the Company with such additional financial and construction data and other information with respect to the transactions contemplated hereby as UCSF Health and/or the Company may from time to time reasonably request without regard to where such information may be located.

6.5 Operations. WHHS will use commercially reasonable efforts to:

(a) carry on its businesses in respect of the WHHS Radiation Oncology Center in substantially the same manner as currently conducted and to not make any material change in operations or accounting policies, except as necessary to fulfill its obligations hereunder in furtherance of the consummation of the transactions contemplated hereby;

(b) keep in full force and effect current insurance policies, self-funded plans or trusts or other comparable insurance relating to or affecting the WHHS Radiation Oncology Center or the WHHS Assets;

(c) use commercially reasonable efforts to (A) comply with all laws and regulations applicable to the WHHS Radiation Oncology Center and the WHHS Assets, (B) keep in force all permits and approvals necessary to the operation of the WHHS Radiation Oncology Center and (C) maintain and preserve its business organizations intact and maintain its relationships with physicians, suppliers, customers and others having business relations with the WHHS Radiation Oncology Center; and

(d) take such actions as are reasonably necessary to cause the smooth, efficient and successful transition of business operations to the Company as of the Operational Date.

6.6 Negative Covenants. WHHS will not, with respect to the WHHS Radiation Oncology Center or the WHHS Assets, without the prior written consent of UCSF Health and the Company:

(a) create, assume or permit to exist any new debt, mortgage, pledge or other lien or encumbrance upon any of the WHHS Assets, unless the same will be repaid and released as of the Operational Date; or

(b) take any action outside the ordinary course of business, except as set forth on **Schedule 6.6(b)** hereto.

VII. COVENANTS OF UCSF HEALTH PRIOR TO THE OPERATIONAL DATE

Between the Effective Date and the Operational Date:

7.1 Reasonable Efforts. UCSF Health will take such actions as are reasonably necessary and use commercially reasonable efforts to assist in the smooth, efficient and successful transition of the WHHS Assets to the Company as of the Operational Date. Prior to the Operational Date, UCSF Health shall use commercially reasonable efforts to fulfill all material obligations imposed under this Agreement or any ancillary agreement referred to herein.

7.2 Governmental Approvals. UCSF Health shall assist and cooperate with the Company, and WHHS and their respective representatives and counsel for the purpose of obtaining all governmental consents and approvals which are necessary or appropriate, and in the preparation of any documents or other material which may be required by any governmental agency, as a predicate to or as a result of the transactions contemplated herein

7.3 Third Party Payor Contracts. UCSF Health shall use commercially reasonable efforts to maintain their existing contracts with third party payors applicable to services provided at the WHHS Radiation Oncology Center, the future operations of the Company and the ancillary agreements contemplated by this Agreement (“*UCSF Third Party Payor Contracts*”).

VIII. OPERATIONAL DATE DELIVERIES

On or prior to the Operational Date, unless waived by mutual agreement of the parties, the Company, WHHS and UCSF Health shall, as appropriate, execute and/or deliver, contemporaneously with the performance by the other party of its obligations, the instruments herein described (collectively, the “*Operational Date Documents*”).

8.1 Corporate Authority. WHHS and UCSF Health shall deliver, in form and substance reasonably acceptable to the other parties, resolutions, consents and such other evidence demonstrating their authority to execute and deliver, as applicable, this Agreement, the Operating Agreement and all other documents necessary or advisable to consummate the transactions contemplated hereby.

8.2 UCSF Health Documentation. UCSF Health shall execute and deliver a certificate certifying that the representations and warranties made by UCSF Health in this Agreement, subject to Section 10.1, are true and correct in all material respects on and as of the

Operational Date with the same effect as though such representations and warranties had been made or given on and as of the Operational Date. UCSF Health shall also make its initial capital contribution to the Company in accordance with Section 2.1.

8.3 WHHS Asset Contribution Documentation. WHHS and the Company shall execute and/or deliver the following, as necessary to contribute the WHHS Assets:

(a) A certificate from WHHS certifying that the representations and warranties made by WHHS in this Agreement, subject to Section 10.1, are true and correct in all material respects on and as of the Operational Date with the same effect as though such representations and warranties had been made or given on and as of the Operational Date; and

(b) A transfer agreement documenting the transfer of the WHHS Assets from WHHS to the Company; and

8.4 Operating Agreement. WHHS and UCSF Health shall execute and deliver to each other counterparts of the Operating Agreement for the Company.

8.5 Settlement Statement. WHHS, UCSF Health and the Company shall deliver a duly executed settlement statement showing the capital contributions made.

8.6 Trademark License Agreements. The Company, UCSF Health and WHHS, as applicable, shall deliver to each other license agreements as required for the use of trademarks and names by the Company and/or WHHS in form and substance reasonably acceptable to the parties ("*Trademark License Agreement*").

8.7 Management Services Agreement. WHHS shall enter into the Management Services Agreement with the Company, in form and substance acceptable to the parties.

8.8 Management Services Subcontract Agreement. WHHS shall enter into the Management Services Subcontract Agreement with the Company, in form and substance acceptable to the parties.

8.9 Professional Services and Medical Director Agreement. Company, UCSF, and WHHS and UCSF shall enter into a Professional Services and Medical Director Agreement pursuant to which UCSF shall provide professional and administrative services for the radiation oncology service line at the WHHS Radiation Oncology Center to Company and UCSF shall provide medical direction to WHHS.

8.10 Q-CARE Agreement. The Company and UCSF shall enter into a Q-CARE Agreement pursuant to which UCSF shall provide professional and administrative services for the radiation oncology service line at the WHHS Radiation Oncology Center.

8.11 Joint Marketing Plan. WHHS and UCSF will jointly create a development plan and a marketing plan to achieve the short-term and long-term goals of the Company. The development plan for the initial phase of development will include the proposed service offerings, financial forecast, timeline, capital budget, operating plan and operating budget for the Company.

8.12 Flow of Funds Memo. WHHS and UCSF will execute and deliver a Flow of Funds Memorandum in a form reasonably acceptable to each of them.

8.13 Other Documents and Materials. WHHS, UCSF Health and the Company shall deliver to each other such other documents and other materials as are required hereby or as otherwise may be reasonably requested to effect the provisions of this Agreement at the Operational Date.

IX. ADDITIONAL AGREEMENTS

9.1 Required Post-Operational Date Filings. WHHS agrees to promptly deliver to the Company copies of any Operational Date financial statements or other reports that may be required to be prepared and delivered by the Company to any governmental agencies as a result of the consummation of the transactions described herein.

9.2 Post-Operational Date Access to Information and Assistance by the Company.

(a) The parties acknowledge that subsequent to the Operational Date each party may need access to information or documents in the control or possession of the Company for the purposes of concluding the transactions herein contemplated, audits, compliance with governmental requirements and regulations, and the prosecution or defense of third-party claims. Accordingly, to the extent permitted by law, each party shall cause the Company to agree that for a period consistent with the applicable statute of limitations after the Operational Date, and indefinitely with respect to any governmental or third-party claims, the Company will make reasonably available to each party and their respective agents, independent auditors, counsel and/or governmental agencies, upon written request and at the expense of the requesting party, such documents and information as may be available relating to the assets contributed to the Company by the requesting party for periods prior to the Operational Date to the extent necessary to facilitate concluding the transactions herein contemplated, audits, compliance with governmental requirements and regulations and the prosecution or defense of claims. Each party agrees to cooperate, and to cause the Company to cooperate, with each other party in connection with the handling of any such post-contribution matters as may reasonably be requested.

(b) The parties acknowledge that subsequent to the Operational Date the Company may need access to information or documents in the control or possession of the parties hereto for the purposes of concluding the transactions herein contemplated, audits, compliance with governmental requirements and regulations, and the prosecution or defense of third-party claims. Accordingly, to the extent permitted by law, each of the parties hereto agrees that for a period of consistent with the applicable statute of limitations after the Operational Date, and indefinitely with respect to any governmental or third-party claims, it will make reasonably available to the Company and its respective agents, independent auditors, counsel and/or governmental agencies, upon written request and at the expense of the Company, such documents and information as may be available relating to the assets contributed to the Company by the respective party to the extent necessary to facilitate concluding the transactions herein contemplated, audits, compliance with governmental requirements and regulations and the prosecution or defense of claims. Each party agrees to cooperate, and to cause the Company to

cooperate, with each other party in connection with the handling of any such post-contribution matters as may reasonably be requested.

9.3 Medical Oncology and Infusion Center. The parties intend to negotiate an amendment to this Agreement during the second quarter of 2022 that will document the proposed transfer of certain assets to the Company related to the operations WHHS' medical oncology center and infusion center at 2500 Mowry Avenue, Fremont, California.

9.4 Additional UCSF Health Capital Contributions. The parties agree and acknowledge that, UCSF Health shall have the option to make additional capital contributions to the Company over time after the Operational Date in exchange for up to forty-nine-point nine percent (49.9%) ownership interest in the Company using the same Valuation methodology used by the Contributors for UCSF Health's initial contribution.

X. INDEMNIFICATION

10.1 Indemnification by UCSF Health. Subject to the limitations set forth in Section 10.4 and Section 11.1, UCSF Health shall defend and indemnify WHHS and the Company and hold WHHS and the Company (and their respective affiliates, officers, directors, employees, counsel, agents and assigns) harmless from and against any and all losses, liabilities, damages, costs (including, without limitation, court costs and costs of appeal) and expenses (including, without limitation, reasonable attorneys' fees and expenses) that WHHS or the Company suffers or incurs but only in proportion to and to the extent resulting from: (i) any misrepresentation or breach of warranty by UCSF Health under this Agreement; and (ii) any breach by UCSF Health of, or any failure by UCSF Health to perform, any covenant or agreement of, or required to be performed by, UCSF Health as part of this Agreement. Notwithstanding the forgoing, the indemnification obligations of UCSF Health shall be limited to the proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of UCSF Health, its officers, employees, or agents.

10.2 Indemnification by WHHS. Subject to the limitations set forth in Section 10.4 and Section 11.1, WHHS shall defend and indemnify and hold each of UCSF Health and the Company (and their respective affiliates, officers, directors, employees, counsel, agents and assigns) harmless from and against any and all losses, liabilities, damages, costs (including, without limitation, court costs and costs of appeal) and expenses (including, without limitation, reasonable attorneys' fees and expenses) that UCSF Health or the Company suffers or incurs but only in proportion to and to the extent resulting from: (i) any misrepresentation or breach of warranty by WHHS under this Agreement; and (ii) any breach by WHHS of, or any failure by WHHS to perform, any covenant or agreement of, or required to be performed by WHHS as part of this Agreement (including any ancillary agreement referred to herein); (iii) any WHHS Excluded Liability; and (iv) any third party or governmental claims with respect to the operation of the WHHS Radiation Oncology Center and/or the WHHS Assets prior to the Operational Date. Notwithstanding the forgoing, the indemnification obligations of WHHS shall be limited to the proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of WHHS, its officers, employees, or agents.

10.3 Indemnification by the Company. Subject to the limitations set forth in Section 10.4 hereof, WHHS and UCSF Health shall cause the Company to defend and indemnify and hold each of WHHS and UCSF Health (and their respective affiliates, officers, directors, employees, counsel, agents and assigns) harmless from and against any and all losses, liabilities, damages, costs (including, without limitation, court costs and costs of appeal) and expenses (including, without limitation, reasonable attorneys' fees and expenses) that WHHS or UCSF Health, as applicable, suffers or incurs as a result of any WHHS Assumed Liabilities, as applicable, arising after the Operational Date.

10.4 Limitations.

(a) The terms "losses, liabilities, damages, costs and expenses" in Sections 10.1, 10.2, and 10.3 shall include the cost of satisfying any monetary liability to which the right of indemnification applies, and in respect of all other matters, the reasonable costs necessary to place the indemnified party in a position it would have been in, in the case of a misrepresentation or breach of warranty, covenant or agreement, had such representation or warranty been true and correct or such covenant or agreement fully performed, each in accordance with its terms, and will include any losses, liabilities, damages, costs and expenses suffered or incurred post-Closing that result from breaches or misrepresentations at Closing that continue thereafter, until cured.

(b) For the purposes of calculating the amount of any losses, liabilities, damages, costs and expenses under Section 10.1, Section 10.2 or Section 10.3, there shall be deducted (i) an amount equal to the amount of any tax benefit actually received or receivable by the party entitled to indemnification under this Article X (an "*Indemnified Party*") and (ii) an amount equal to the amount of any insurance proceeds actually received by an Indemnified Party in connection with the circumstances giving rise to the right to indemnification hereunder.

10.5 Notice and Control of Litigation. If any claim or liability is asserted in writing by a third party against an Indemnified Party which, if valid, would give rise to a claim under this Article X, the Indemnified Party shall notify the person giving the indemnity ("*Indemnifying Party*") in writing of the same within five (5) business days after receipt of such written assertion of a claim or liability. The Indemnifying Party shall have the right to defend any such claim and control the defense, settlement and prosecution of any litigation. If the Indemnifying Party, within ten (10) business days after notice of such claim, fails to take appropriate steps to defend such claim, the Indemnified Party will (upon further notice to the Indemnifying Party) have the right to undertake the defense, compromise or settlement of such claim on behalf of and for the account and at the risk and expense of the Indemnifying Party. Anything in this Section 10.5 notwithstanding, (i) if there is a reasonable probability that a claim may materially and adversely affect the Indemnified Party other than as a result of money damages or other money payments, the Indemnified Party shall have the right, at its own cost and expense, to defend, compromise and settle such claim, and (ii) the Indemnifying Party shall not, without the written consent of the Indemnified Party, settle or compromise any claim or consent to the entry of any judgment which admits fault on the part of the Indemnified Party or does not include as an unconditional term thereof the giving by the claimant to the Indemnified Party of a release from all liability in respect of such claim. All parties agree to cooperate fully as necessary in the defense of such matters. Should the Indemnified Party fail to notify the Indemnifying Party in the time required above, the Indemnified Party nonetheless shall be entitled to indemnification by the Indemnifying Party to

the extent that the Indemnifying Party has not established that it has been prejudiced by the failure to receive timely notice.

10.6 Notice of Claim. If an Indemnified Party becomes aware of any breach of the representations or warranties of the Indemnifying Party hereunder or any other basis for indemnification under this Article X (except as otherwise provided for under Section 10.5), the Indemnified Party shall notify the Indemnifying Party in writing of the same within fifteen (15) business days after becoming aware of such breach or claim, specifying in detail the circumstances and facts which give rise to a claim under this Article X. Should the Indemnified Party fail to notify the Indemnifying Party within the time frame required above, the Indemnified Party nonetheless shall be entitled to indemnification by the Indemnifying Party to the extent that the Indemnifying Party has not established that it has been prejudiced by the failure to receive timely notice.

10.7 Claims Made. Any notice for indemnification made pursuant to Section 10.5 or Section 10.6 hereof prior to the expiration of the survival period specified in Section 11.15 hereof for the matter against which indemnity is sought shall for purposes of Section 11.15 constitute a claim or demand brought within such survival period and the obligations of the Indemnifying Party therefor under this Article X shall continue as to such matter, notwithstanding the expiration, if any, of such survival period.

10.8 Scope of Liability. Except in the case of matters relating to fraud or intentional misrepresentation, the parties acknowledge and agree that, from and after the Operational Date, the sole remedy of any Indemnified Party for any matter arising out of any breach of this Agreement is set forth in this Article X. Notwithstanding, the indemnity and limitations in this Article X shall be independent of any indemnity or other liability of the parties under any separate agreement delivered in connection herewith as part of the Effective Date Documents or Operational Date Documents.

XI. GENERAL

11.1 Schedules and Other Instruments. Each Schedule and Exhibit to this Agreement shall be considered a part hereof as if set forth herein in full. Information included on any Schedule shall be deemed included on any other Schedule. Such Schedules are referred to collectively as the “*Schedules*.” Notwithstanding anything in this Agreement to the contrary, the parties hereto acknowledge that the parties may modify the representations and warranties through updated or new Schedules as necessary to reflect events, circumstances and/or matters arising after the Effective Date and prior to the Operational Date, and shall provide written notice of any such updates to the other parties at least five (5) days prior to the Operational Date. In the event that any party’s representations and warranties hereunder are modified by an updated or new Schedule, the applicable party shall be deemed to have made such representation as of the date of its written notice regarding such updated or new Schedule. Notwithstanding, with respect to any such events, circumstances and/or matters that result in a Material Adverse Effect on the Contribution Value of the applicable party’s contribution (a “*Post Closing Adverse Matter*”), then, to the extent the occurrence thereof is not due to the fault of another party to this Agreement, the Company and the other parties shall have the right, as their sole remedy with respect to such Post Closing Adverse Matter, to require such party to make an additional Capital Contribution sufficient to satisfy the

loss to its Contribution Value resulting from the Post Closing Adverse Matter, as determined by VMG Health, and, if such additional Capital Contribution is not made within thirty (30) days of request therefor, to cause such party's percentage interest to be proportionally reduced; provided, however, that, the foregoing limitation shall not apply if the Post Closing Adverse Matter comprises third-party or government claims against the Company or another party, that are subject to and fully covered by the applicable party's indemnity under Article X. The term "loss", for purposes of this Section 11.1, shall be subject to the same limitations as the terms "losses, liabilities, damages, costs and expenses" under Article X, above. For purposes of this section "Material Adverse Effect" shall mean, with respect to the applicable party, a decrease of fifteen percent (15%) or more in the contribution value of such party's contribution.

11.2 Additional Assurances. The provisions of this Agreement shall be self-operative and shall not require further agreement by the parties except as may be herein specifically provided to the contrary; provided, however, at the request of a party, the other party or parties shall execute such additional instruments and take such additional action as the requesting party may reasonably deem necessary to effectuate this Agreement. In addition and from time to time after the Operational Date, the Company, UCSF Health and WHHS shall each execute and deliver such other instruments of conveyance and contribution, and take such other actions as any party may reasonably request, to more effectively convey and contribute full right, title and interest to, vest in, and place the Company in legal and actual possession of, any and all of the WHHS Assets. UCSF Health and WHHS shall also furnish the Company with such information and documents in that party's possession or under that party's control, or which UCSF Health or WHHS can execute or cause to be executed, as will enable the Company to prosecute any and all petitions, applications, claims and demands relating to or constituting a part of the WHHS Assets. Additionally, UCSF Health and WHHS shall cooperate and use their respective commercially reasonable efforts to have their respective present directors, officers, agents, representatives and employees cooperate with the Company on and after Operational Date in furnishing information, evidence and other assistance in connection with any action, proceeding, arrangement or dispute of any nature in respect of the items subject to this Agreement.

11.3 Consented Assignment. Anything contained herein to the contrary notwithstanding, this Agreement shall not constitute an agreement to assign any claim, right, contract, license, lease, commitment, sales order or purchase order if an attempted assignment thereof without the consent of the other party thereto would constitute a breach thereof or in any material way affect the rights of UCSF Health or WHHS, as appropriate, thereunder, unless such consent is obtained. If such consent is not obtained, or if an attempted assignment would be ineffective or would materially affect the rights thereunder of UCSF Health or WHHS so that the Company would not in fact receive all such rights, UCSF Health or WHHS, as applicable, shall cooperate in any reasonable arrangement designed to provide for the Company the benefits under any such claim, right, contract, license, lease, commitment, sales order or purchase order, including, without limitation, enforcement of any and all rights of UCSF Health or WHHS, as applicable, against the other party or parties thereto arising out of the breach or cancellation by such other party or otherwise.

11.4 Consents, Approvals and Discretion. Except as herein expressly provided to the contrary, whenever this Agreement requires any consent or approval to be given by a party or a

party must or may exercise discretion, the parties agree that such consent or approval shall not be unreasonably withheld, conditioned, or delayed, and such discretion shall be reasonably exercised.

11.5 Choice of Law. The parties agree that this Agreement shall be governed by and construed in accordance with the laws of the State of California. Each party hereby (i) submits to exclusive personal jurisdiction in the state or federal courts located in San Francisco County, California for the enforcement of any dispute relating to this Agreement and (ii) waives any and all rights under the law of any state or country to object to or designate such courts as those having exclusive jurisdiction for the purposes of litigation to enforce any dispute relating to this Agreement.

11.6 Benefit and Assignment; No Third-Party Beneficiary. Subject to provisions herein to the contrary, this Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective legal representatives, successors and assigns; provided, however, that no party may assign this Agreement without the prior written consent of the other parties, which consent may be withheld without cause or reason; provided, further, however, that any party may, without the prior written consent of the other party, assign its rights and delegate its duties hereunder to one or more entities controlled by, under common control with or that control the assigning party; provided that neither WHHS nor UCSF Health shall in any circumstances be released from its obligations under this Agreement. This Agreement is intended solely for the benefit of the parties hereto and is not intended to, and shall not, create any enforceable third-party beneficiary rights.

11.7 Cost of Transaction. Whether or not the transactions contemplated hereby shall be consummated and except as may be provided to the contrary elsewhere herein, the parties agree as follows: (i) WHHS will pay the fees, expenses and disbursements incurred by WHHS and the agents, representatives, accountants and counsel thereof in connection with the subject matter hereof and any amendments hereto; (ii) UCSF Health shall pay the fees, expenses and disbursements incurred by UCSF Health and the agents, representatives, accountants and counsel thereof in connection with the subject matter hereof and any amendments hereto; (iii) each party will bear the cost of all transfer taxes, recording fees and similar closing costs relating to assets that it contributes to the Company; (iv) the Company shall be responsible for the costs of forming the Company, including, without limitation, the fees related to the filing of the Articles of Organization of the Company. The provisions of this Section 11.7 shall survive the termination of this Agreement.

11.8 Confidentiality. Each Party agrees to keep in strict confidence during and after the term of this Agreement any and all information relating, directly or indirectly, to the other Party's confidential information (the "***Confidential Information***") and will only disclose information and documents which the other Party, or its affiliates, or its officers, directors, employees and agents, may furnish (orally or in writing) in connection with this Agreement to its employees and other representatives who have a need-to-know for the purposes of this Agreement. Each Party agrees that during and after the term of this Agreement, neither it nor any of its Affiliates shall, without the prior written consent of the other Party, disclose any such confidential information to any other Person unless such disclosure is required by Law. To the extent that a Party believes that disclosure is required as a matter of law, such Party shall advise the other in writing of the disclosure and give such other Party a reasonable opportunity to secure a court order

narrowing or eliminating the production obligation and/or subjecting any disclosed information to a protective order. Each Party may use the other Party's confidential information solely for the purposes of performing its obligations under this Agreement. Nothing in this Agreement shall preclude any Party from taking such action as it deems necessary to fulfill their legal obligations under the California Public Records Act and similar public disclosure statutes or if such Party becomes legally compelled (by oral questions, interrogatories, requests for information or documents, subpoena, investigative demand or similar process) to disclose any of the Confidential Information; provided, however, that prior to the disclosure of the Confidential Information, such Party shall, at its own expense, assert all reasonable defenses to the disclosure of the Confidential Information and apply any appropriate exceptions to the disclosure of the Confidential Information. Additionally, the Party seeking to disclose the Confidential Information in such case (the "**Receiving Party**") shall provide the other Party (the "**Disclosing Party**") with written notice of the proposed disclosure along with a copy of the Confidential Information to be disclosed. Such notice shall be provided within a reasonable amount of time prior to the disclosure so that the Disclosing Party may review the Confidential Information at issue and intervene by seeking a protective order or other appropriate remedy to limit or prevent the disclosure of the Confidential Information by the Receiving Party. If, in the absence of a protective order or other remedy, the Receiving Party is legally compelled to disclose Confidential Information or else stand liable for contempt or suffer other sanctions, censure or penalty, the Receiving Party may disclose the portion of the Confidential Information that is legally required to be furnished.

11.9 Public Announcements; Use of Name and Marks. No party hereto shall release, publish or otherwise make available to the public in any manner whatsoever any information or announcement regarding the transactions herein contemplated without the prior written consent of WHHS and UCSF Health, except for information and filings reasonably necessary to be directed to governmental agencies to fully and lawfully effect the transactions herein contemplated or required under law. The parties will enter into the Trademark and License Agreement as part of the Operational Date Documents that will identify an appropriate branding strategy for the Company and the WHHS Radiation Oncology Center. Except as set forth in such licensing agreement, no party nor any affiliate of a party may make any written use of any member's names, trade names, fictitious business names, trademarks, service marks or logos for any marketing, public relations, advertising, display or other business purpose without the prior written consent of the affected party, which consent may be withheld or granted in the member's sole and absolute discretion.

11.10 Waiver of Breach. The waiver by any party of a breach or violation of any provision of this Agreement must be made expressly and, in a writing, signed by that party to be effective, and any such waiver shall not operate as, or be construed to constitute, a waiver of any subsequent breach of the same or any other provision hereof.

11.11 Notice. Any notice, demand or communication required, permitted or desired to be given hereunder shall be deemed effectively given when personally delivered with signed receipt, when received by facsimile or other electronic means with electronic confirmation of delivery or overnight courier with signed receipt, or five (5) days after being deposited in the United States mail, with postage prepaid thereon, certified or registered mail, return receipt requested, addressed to the addresses below or to such other address or fax number, and to the

attention of such other person or officer as any party may designate, with copies thereof to the respective counsel thereof as notified by such party.

If to UCSF Health: UCSF Office of Legal Affairs
745 Parnassus Avenue
San Francisco, CA 94143
Attn: Chief Campus Counsel

If to WHHS: Washington Hospital Healthcare System
2000 Mowry Ave
Fremont, California 94538
Attention: Chief Executive Officer

with a copy to: Paul Kozachenko, Esq.
Gonsalves & Kozachenko
2201 Walnut Avenue, Suite 220
Fremont, CA 94538

11.12 Severability. In the event any provision of this Agreement is held to be invalid, illegal or unenforceable for any reason and in any respect, such invalidity, illegality, or unenforceability shall in no event affect, prejudice or disturb the validity of the remainder of this Agreement, which shall be and remain in full force and effect, enforceable in accordance with its terms.

11.13 Gender and Number. Whenever the context of this Agreement requires, the gender of all words herein shall include the masculine, feminine and neuter, and the number of all words herein shall include the singular and plural.

11.14 Divisions and Headings. The divisions of this Agreement into sections and subsections and the use of captions and headings in connection therewith are solely for convenience and shall have no legal effect in construing the provisions of this Agreement.

11.15 Survival. All of the representations, warranties, covenants, indemnities and agreements made by the parties in this Agreement or pursuant hereto in any certificate, instrument or document shall survive the consummation of the transactions described herein, and may be fully and completely relied upon by each party hereto, notwithstanding any investigation heretofore or hereafter made by any of them or on behalf of any of them, and shall not be deemed merged into any instruments or agreements delivered on the Effective Date, on the Operational Date or thereafter; all of such representations, warranties, covenants, indemnities and agreements shall expire on the third anniversary of the Operational Date, provided, however, that the representations and warranties set forth in Sections 4.1 and 5.1 shall survive indefinitely.

11.16 Operating Agreement. Unless otherwise defined herein, terms not defined herein that are used herein and defined in the Operating Agreement shall have the same meaning as set forth in the Operating Agreement. Unless otherwise provided herein, in the event that any provision in this Agreement relating to the Company is inconsistent with the terms of the Operating

Agreement, the terms of the Operating Agreement shall control. Nothing in this Agreement shall be deemed to limit any rights any party may have under the Operating Agreement.

11.17 Entire Agreement; Amendment; Counterparts. This Agreement, including all schedules, exhibits and attachments hereto, supersedes all previous contracts, agreements and understandings between the parties regarding the subject matter hereof and constitutes the entire agreement existing between or among the parties respecting the subject matter hereof and no party shall be entitled to benefits other than those specified herein. As between or among the parties, no oral statements or prior written material not specifically incorporated herein shall be of any force and effect. The parties specifically acknowledge that in entering into and executing this Agreement, the parties rely solely upon the representations and agreements contained in this Agreement and no others. All prior representations or agreements, whether written or oral, not expressly incorporated herein are superseded and no changes in or additions to this Agreement shall be recognized unless and until made in writing and signed by all parties hereto. This Agreement may be executed in counterparts, each and all of which shall be deemed an original and all of which together shall constitute but one and the same instrument. Any party to this Agreement or to any other document contemplated herein may execute a counterpart of same and transmit the page bearing his, her or its signature via facsimile or email, or by electronic signature in accordance with applicable law, to any other parties, in which case the party transmitting such signature shall be deemed to have executed and delivered a complete original counterpart of this Agreement or such other document as the case may be, and shall be bound to the same extent as if it had done so.

[End of Text; Signature Page, Exhibits and Schedules Follow]

Washington DRAFT
February 23, 2022

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the Effective Date by their respective officers thereunto duly authorized.

UCSF Health:

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA, ON BEHALF OF UNIVERSITY OF CALIFORNIA SAN FRANCISCO HEALTH

By _____

Name: _____

Title: _____

WHHS:

WASHINGTON TOWNSHIP HEALTH CARE DISTRICT, DBA WASHINGTON HOSPITAL HEALTHCARE SYSTEM a political subdivision of the State of California organized pursuant to the Local Health Care District Law

By _____

Name: Kimberly Hartz

Title: Chief Executive Officer

Washington DRAFT
February 23, 2022

LIST OF SCHEDULES

Schedule 2.2(c)	WHHS Permitted Encumbrances
Schedule 2.3.	WHHS Assumed Liabilities
Schedule 4.1	Consents
Schedule 4.5	Insurance
Schedule 4.6	Litigation or Proceedings
Schedule 4.8	Material WHHS Contracts
Schedule 4.9	Assumed WHHS Contracts
Schedule 5.1	UCSF Health Consents
Schedule 6.6(b)	Negative Covenants

Schedule 2.2(b)
Excluded Assets

To be provided prior to the Operational Date.

Schedule 2.2(c)
WHHS Permitted Encumbrances

To be provided prior to the Operational Date.

Schedule 2.3
WHHS Assumed Liabilities

To be provided prior to the Operational Date.

Schedule 4.1
WHHS Consents

None.

Schedule 4.5
Insurance

To be provided by WHHS prior to Operational Date.

Schedule 4.6
Litigation or Proceedings

To be provided by WHHS prior to Operational Date.

Schedule 4.7
Tax Liabilities

To be provided by WHHS prior to Operational Date.

Schedule 4.8
Material WHHS Contracts

To be provided by WHHS prior to Operational Date.

Schedule 4.9
Assumed WHHS Contracts

To be provided by WHHS prior to Operational Date.

Schedule 5.1
UCSF Health Consents

None.

Schedule 6.6(b)
Negative Covenants

WHHS does not intend, as of the Effective Date, to take any actions outside the ordinary course of business for the WHHS Radiation Oncology Center or the WHHS Assets except for (i) any action deemed by WHHS to be required or advisable to carry out the intent of transactions contemplated by this Agreement (ii) actions deemed by WHHS to be necessary for patient care; or (iii) actions deemed by WHHS to be necessary to maintain the operations of the WHHS Radiation Oncology Center or the WHHS Assets.