

FIRST AMENDING AGREEMENT TO CREDIT AGREEMENT AND CONSENT

THIS AGREEMENT is made as of January 30, 2026

AMONG:

MEDICAL FACILITIES CORPORATION

as Canadian Borrower

AND

**MEDICAL FACILITIES AMERICA, INC. and
MEDICAL FACILITIES (USA) HOLDINGS, INC.**

as US Borrowers

AND

CANADIAN IMPERIAL BANK OF COMMERCE

as Administrative Agent

AND

THE FINANCIAL INSTITUTIONS

from time to time parties hereto,

as Lenders

BACKGROUND

WHEREAS pursuant to a credit agreement made as of August 6, 2025 (as amended or otherwise modified prior to the date hereof the “**Existing Credit Agreement**”) among the parties hereto, the Lenders agreed to make a certain credit facility available to the Borrowers for the purposes set forth therein.

AND WHEREAS the Borrowers, the Agent and the Lenders have agreed to amend the Existing Credit Agreement for the purposes and on the terms and conditions set out in this first amending agreement and consent (this “**Amendment**”).

AND WHEREAS, the Borrowers have advised the Agent and the Lenders that pursuant to: (i) a membership interest purchase agreement to be entered into between MFH US Borrower, as vendor, and SSM Health Care of Oklahoma, Inc., as purchaser; and (ii) a membership interest purchase agreement to be entered into between MFH US Borrower, as vendor, and OSH Subco LLC, as purchaser, MFH US Borrower will sell the Obligors’ direct and indirect interests

in Oklahoma Spine Hospital, LLC (the "**Disposed Assets**") pursuant to and in accordance with the terms thereof (the "**Purchase Transaction**");

AND WHEREAS, pursuant to Section 10.04(1) of the Credit Agreement, other than Permitted Dispositions, the Obligors and each Subsidiary of the Borrowers are prohibited from disposing all or any part of their Property (including the Disposed Assets) (the "**Disposition Covenant**");

AND WHEREAS the Obligors have requested that notwithstanding the Disposition Covenant, the Lenders consent to the disposition of the Disposed Assets pursuant to the Purchase Transaction (the "**Consent Request**");

NOW THEREFORE in consideration of the mutual obligations contained herein and for other consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

ARTICLE 1 INTERPRETATION

1.1 Definitions

Words and expressions defined or given extended meanings in the Existing Credit Agreement as amended by this Amendment (the "**Credit Agreement**") are used with the same respective defined or extended meanings in this Amendment. Unless otherwise noted, references to Sections and Subsections relate to Sections and Subsections of the Credit Agreement.

1.2 Reference to Agreements

Each reference in this Amendment to any agreement (including this Amendment and any other defined term that is an agreement) shall be construed so as to include such agreement (including any attached schedules, appendices and exhibits) and each change thereto made at or before the time in question.

1.3 Headings, etc.

The division of this Amendment into Articles, Sections and Subsections and the insertion of headings are for the convenience of reference only and shall not affect the construction or interpretation of this Amendment. The terms "**first amending agreement and consent**", "**Amendment**", "**hereof**", "**hereunder**" and similar expressions refer to this first amending agreement and consent and not to any particular Article, Section, Subsection, paragraph, subparagraph, clause or other portion of this first amending agreement and consent.

1.4 Grammatical Variations

In this Amendment, unless the context otherwise requires, (i) words and expressions (including words and expressions (capitalized or not), defined given extended meanings or incorporated by reference herein) in the singular include the plural and *vice versa* (the necessary changes being made to fit the context), (ii) words in one gender include all genders and

(iii) grammatical variations of words and expressions (capitalized or not) which are defined, given extended meanings or incorporated by reference in this Amendment shall be construed in like manner.

ARTICLE 2 AMENDMENTS

2.1 General Rule

Subject to Section 4.1 of this Amendment, the Existing Credit Agreement is hereby amended as follows:

2.1.1 **Section 1.01** The definition of “**MFC Partnerships**” is hereby deleted in its entirety and replaced with the following:

““**MFC Partnerships**” means Sioux Falls Specialty Hospital, LLP, Arkansas Surgical Hospital, LLC and any subsequently acquired entity pursuant to a Controlling Acquisition that carries on the Business and that is acquired by MFH US Borrower following the Closing Date.”

2.1.2 **Section 1.01** Paragraph (c) of the definition of “Permitted Debt” is hereby deleted in its entirety and replaced with the following:

“(c) credit facilities in favour of (x) the MFC Partnerships up to an aggregate amount not exceeding \$[Redacted: Threshold] in respect of the MFC Partnerships which are Subsidiaries of the Canadian Borrower as at the Closing Date, and (y) each new MFC Partnership acquired after the Closing Date in an amount not to exceed \$[Redacted: Threshold] for such MFC Partnership;”

ARTICLE 3 CONSENT

3.1 Consent

Subject to Section 4.1, and notwithstanding the provisions of the Existing Credit Agreement, the Lenders hereby consent to the Consent Request (the “**Consent**”).

The Consent is limited solely to and shall be effective only with respect to those matters expressly referred to in this Section 3.1 and shall not in any way be construed as a consent to, or a waiver of, any other condition, matter or provision relating to, or contained in, the Existing Credit Agreement.

3.2 Validity of Consent

The Consent shall be void and of no force and effect if any of the conditions set forth in Section 4.1 are not satisfied, fulfilled or otherwise met to the satisfaction of the Agent, in which event the Lenders shall be deemed to have not provided the Consent.

ARTICLE 4
CONDITIONS PRECEDENT TO AMENDMENTS AND CONSENT

4.1 Conditions Precedent to Amendment

4.1.1 This Amendment and the Consent shall not become effective unless the Agent has received each of the following (in form and substance satisfactory to it), which shall occur on or before February 28, 2026:

- (a) each of the signatories hereto has executed and delivered this Amendment; and
- (b) an updated and duly executed Compliance Certificate, in form and substance satisfactory to the Agent, certifying compliance with the financial covenants set forth in Section 10.02 of the Credit Agreement both (i) immediately prior to the consummation of the Purchase Transaction, and (ii) on a *pro forma* basis immediately after giving effect to the Purchase Transaction;
- (c) payment of all invoiced and/or accrued reasonable out-of-pocket fees, costs and expenses incurred by the Agent and the Lenders (including those payable to the Lenders' Counsel);
- (d) evidence that the Purchase Transaction has been, or will be, completed substantially concurrently with the effectiveness of this Amendment and the Consent;
- (e) an updated Schedule 9.01(17) reflecting completion of the Purchase Transaction, which shall replace, in its entirety, Schedule 9.01(17) to the Existing Credit Agreement; and
- (f) an updated Schedule 9.01(20) reflecting completion of the Purchase Transaction, which shall replace, in its entirety, Schedule 9.01(20) to the Existing Credit Agreement.

ARTICLE 5
REPRESENTATIONS AND WARRANTIES

5.1 Representations and Warranties of the Loan Parties

Each Loan Party represents and warrants to and in favour to the Agent and to each of the Lenders as follows:

5.1.1 **General Warranties.** The representations and warranties made by the Borrowers to the Agent and each of the Lenders under Article 9 of the Credit Agreement (except for those which are made as of a specific date) are true, accurate and complete in all respects as if they were made both on the date of this Amendment with references therein to the Credit Agreement being replaced by references to this Amendment (in the case of the date of execution and delivery hereof) and the Credit Agreement as amended by the Amendment, and such representations and warranties are hereby so repeated, it being understood that, to the extent such representations and warranties

relate solely to a specifically identified earlier date they need only be true and correct as of such earlier date.

5.1.2 **Event of Default Warranty.** Each Borrower represents and warrants that no Default or Event of Default exists or would result (i) from the Amendment becoming effective; or (ii) the consummation of the Purchase Transaction.

ARTICLE 6 GENERAL

6.1 Permitted Dispositions

The Lenders acknowledge and agree that no part of the proceeds received by any Obligor pursuant to the Purchase Transaction shall count towards basket availability under clause (d) of the definition of “**Permitted Dispositions**” set forth in the Credit Agreement during the current Fiscal Year.

6.2 Further Assurances

The Borrowers shall, at their own expense, do, make, execute or deliver all such further acts, documents and things in connection with this Amendment as the Agent may reasonably require for the purpose of giving effect to this Amendment, all promptly following the request of the Agent.

6.3 Loan Document

This Amendment shall constitute a Loan Document.

6.4 Fees and Expenses

The Borrowers shall, promptly following the request by the Agent, reimburse the Agent on a full indemnity basis for all reasonable out-of-pocket expenses incurred by the Agent in connection with the preparation, settlement, execution and delivery of this Amendment and the entry into effect of the Amendment.

6.5 Benefit & Burden

This Amendment shall enure to the benefit of and be binding upon the parties hereto, their respective successors and each assignee of some or all of the rights or obligations of the parties under the Loan Documents permitted by the Credit Agreement.

6.6 Counterparts

This Amendment may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which taken together shall be deemed to constitute one and the same agreement counterpart. Transmission of a copy of an executed signature page of this Amendment by facsimile or e-mail in pdf format by one party hereto to each other party hereto

shall be as effective as delivery of an original manually executed counterpart hereof to each other party hereto.

6.7 Governing Law

This Amendment shall be governed by, and construed and interpreted in accordance with, the laws in force in the Province of Ontario and the federal laws of Canada applicable therein.

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IN WITNESS WHEREOF the parties have executed this Amendment.

BORROWERS:

MEDICAL FACILITIES CORPORATION

By: "David Watson"

Name: David Watson

Title: Chief Financial Officer

MEDICAL FACILITIES AMERICA, INC.

By: "David Watson"

Name: David Watson

Title: Chief Financial Officer

**MEDICAL FACILITIES (USA)
HOLDINGS, INC.**

By: "David Watson"

Name: David Watson

Title: Chief Financial Officer

LENDERS:

**CANADIAN IMPERIAL BANK OF
COMMERCE, as Lender**

By: "*James Day*"

Name: James Day

Title: Authorized Signatory

By: "*Nicholas Schlotter*"

Name: Nicholas Schlotter

Title: Authorized Signatory

AGENT:

**CANADIAN IMPERIAL BANK OF
COMMERCE, as Agent**

By: "*James Day*"

Name: James Day

Title: Authorized Signatory

By: "*Nicholas Schlotter*"

Name: Nicholas Schlotter

Title: Authorized Signatory