MEMBERSHIP INTEREST PURCHASE AGREEMENT

BY AND AMONG

OSH SUBCO, LLC;

as Buyer

MEDICAL FACILITIES (USA) HOLDINGS, INC.;

as Seller;

AND

OKLAHOMA SPINE HOSPITAL, L.L.C.,

as Company

DATED JANUARY 30, 2026

MEMBERSHIP INTEREST PURCHASE AGREEMENT

This Membership Interest Purchase Agreement (the "**Agreement**") is made and entered into as of January 30, 2026 (the "**Effective Date**"), by and among: (i) OSH Subco, LLC, an Oklahoma limited liability company (the "**Buyer**"); (ii) Medical Facilities (USA) Holdings, Inc., a Delaware corporation ("**Seller**"); and (iii) Oklahoma Spine Hospital, L.L.C., an Oklahoma limited liability company ("**Company**"). Buyer, Seller, and Company are referred to herein individually as a "**Party**" and collectively as the "**Parties**."

RECITALS:

A. Company owns and operates a specialty spine hospital located in Oklahoma City, Oklahoma that provides comprehensive pain and spine specialty services to patients in the surrounding area (the "**Facility**").

B. Seller owns 67.5448 units of limited liability company membership interests of Company, which constitute a 63.95555% percentage interest in Company.

C. Buyer owns 38.0673 units of limited liability company membership interests in Company, which constitute a 36.04445% percentage interest in Company.

D. At the Closing, the Seller desires to assign and sell to Buyer 8.929743 units of limited liability company interest in Company which constitute a 8.45523% percentage interest in the Company ("**Purchased Units**"), such that following the Closing, Buyer shall own a 44.49968% percentage interest in the Company, of which 43.74783% shall be owned by physicians (the "**Transaction**").

E. In a separate transaction closing simultaneous with the Closing, Seller will assign and sell to SSM Healthcare of Oklahoma, Inc. 58.615057 units of limited liability company interests in Company, which constitute a 55.50032% percentage interest in Company.

F. The Parties have approved this Agreement, and the related transactions contemplated herein, upon the terms and subject to the conditions set forth herein.

G. In consideration of the mutual covenants and agreements hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed among the Parties as follows:

ARTICLE I.
DEFINITIONS

Section 1.1. Definitions. In this Agreement, the following terms have the meanings specified or referred to in this Section 1.1, which shall be equally applicable to both the singular and plural forms.

"**Affiliate**" of any specified Person means any other Person that, directly or indirectly through one or more intermediaries, controls or is controlled by, or is under common control with, such specified Person. For purposes of this definition, "control" of a Person means the power, direct or indirect, to direct or cause the direction of the management and policies of such Person whether by Contract or otherwise and, in any event and without limitation of the previous sentence, any Person owning more than fifty percent (50%) of the voting securities of another Person shall be deemed to control that Person.

"**Business Day**" means any day except Saturday, Sunday or any day on which banks are generally not open for business in Oklahoma City, Oklahoma.

"**Buyer Ancillary Agreement**" or "**Buyer's Ancillary Agreements**" means all agreements, instruments and documents being or to be executed and delivered by the Buyer or an Affiliate of the Buyer under this Agreement or in connection herewith.

"**Closing**" means the closing of the Transaction.

"**Company Business**" means the business of providing comprehensive pain and specialty spine services with related corporate functions.

"**Constituent Documents**" means any charter, certificate of incorporation, certificate of formation, certificate of organization, articles of association, articles of organization, bylaws, operating agreements, partnership agreement, trust agreement or similar formation or governing documents and instruments.

"**Contract**" means, with respect to any Person, any written contract, agreement, obligation, understanding, commitment, deed, lease, license, sublicense, purchase order, bid or other legally enforceable commitment, promise, undertaking, obligation, arrangement, or instrument to which or by which such Person is a party or otherwise subject or bound or to which or by which any property, business, operation or right of such Person is subject or bound.

"**Encumbrance**" means any lien (statutory or otherwise), pledge, hypothecation, charge, mortgage, deed of trust, security interest, right of possession, right of first refusal, right of first offer, purchase option, restriction on or condition to the voting of any security, and restriction on the transfer of any security or other asset (other than restrictions on transfer generally arising under federal and state securities Laws).

"**Equitable Remedies**" means the effect of, or limitation by (a) applicable bankruptcy, insolvency, moratorium, reorganization, or similar Laws from time to time in effect which affect creditors' rights generally or (b) legal and equitable limitations on the availability of specific remedies.

"**Equity Interests**" means (a) membership interests in or any other type of ownership interest of or in, including capital stock, partnership interests, unit of participation or other similar interest (howsoever designated) in a Person and (b) any option, warrant, purchase right, conversion right, exchange right or other Contract which would entitle any other Person to acquire any such interest in a Person or otherwise entitle any other Person to share in the equity, profits, earnings, losses or gains of a Person (including stock appreciation, phantom stock, profit participation or other similar rights).

"**Funds Flow**" means the funds flow memorandum, in a form and substance agreed upon by the Buyer and Seller.

"**Governmental Entity**" means any foreign, federal, state, provincial, or local governmental or regulatory commission, board, bureau, agency, court, or regulatory or administrative body.

"**Governmental Order**" means any judgment, order, writ, injunction, stipulation, determination, award, ruling or decree entered by or with any Governmental Entity.

"**Laws**" means all laws, statutes, common law, rules, codes, regulations, restrictions, ordinances, orders, decrees, approvals, directives, judgments, rulings, injunctions, writs and awards of, or issued or entered by, all Governmental Entities, including all Governmental Entity rules and interpretations.

"**Loss**" or "**Losses**" means, collectively, any loss, liability, damages, cost, Tax, judgment, penalty, fine, or amount paid in settlement, costs and expenses incurred in connection with the defense, settlement, or resolution of a third-party claim, or costs or expenses related to any of the foregoing (including reasonable legal fees and expenses) other than punitive or exemplary damages, other than punitive or exemplary damages awarded in connection with a third-party claim.

"**Person**" means any individual, corporation, partnership, limited liability company, joint venture, association, joint stock company, trust, unincorporated organization or Governmental Entity.

"**Proceeding**" means any claim, audit, lawsuit, litigation, arbitration, action, suit, controversy, assessment, grievance, opposition, interference, hearing, mediation, charge, complaint, demand, notice, inquiry, proceeding or investigation, whether civil, criminal or administrative, by or before any Governmental Entity or any arbitrator.

"**Restricted Area**" means **[Redacted: Commercially sensitive information]**.

"**Representative**" means, with respect to any Person, any director, officer, employee, agent, manager, consultant, advisor, or other representative of such Person, including legal counsel, accountants, and financial advisors.

"**Securities Act**" means the Securities Act of 1933, as amended.

"**Seller Party Ancillary Agreement**" or "**Seller's Ancillary Agreements**" means all agreements, instruments and documents being or to be executed and delivered by the Seller or the Company under this Agreement or in connection herewith.

"**Tax**" or "**Taxes**" means any and all federal, state or local income, gross receipts, capital, bulk, production, license, payroll, employment, excise, severance, stamp, recording, occupation, premium, windfall profits, environmental, customs duties, capital stock, units, franchise, single business, profits, margin, withholding, social security (or similar, including FICA), unemployment, disability, real property, real estate excise, mortgage, inventory, personal property, intangible property, sales, use, ad valorem, transfer, registration, value added, alternative or add on minimum, estimated or other tax or any charge or assessment in the nature of a tax, and any interest, penalties, or additions to tax amounts imposed in connection with or with respect to the foregoing.

ARTICLE II.
PURCHASE AND SALE; PURCHASE PRICE

Section 2.1. Purchase and Sale of the Purchased Units. At the Closing, subject to the terms and conditions of this Agreement, Buyer shall purchase and accept from Seller and Seller shall sell, transfer, assign, convey and deliver to Buyer, the Purchased Units, free and clear of any Encumbrances, in exchange for the Purchase Price (as defined below).

Section 2.2. Purchase Price for the Purchased Units. The aggregate purchase price for the Purchased Units shall be $6,087,763.62 (the "**Purchase Price**"), to be paid at closing in immediately available funds.

ARTICLE III.
CLOSING

Section 3.1. Closing. Subject to the terms and conditions of this Agreement, the Closing shall occur remotely via electronic exchange of documents and signatures simultaneous with the execution of this Agreement (the "**Closing Date**"). The Closing shall be effective as of 11:59:59 pm Central Time on the Closing Date.

Section 3.2. Buyer Closing Deliveries. At the Closing, Buyer shall deliver to the Seller all of the following, in a form and substance reasonably acceptable to the Seller and their counsel:

(a) Buyer shall pay to Seller by wire transfer of immediately available funds in accordance with the Funds Flow an amount equal to the Purchase Price.

(b) Certificate of good standing of Buyer issued as of a recent date by the Secretary of State of the State of Oklahoma;

(c) Certificate of the secretary or other officer of Buyer, dated as of the Closing Date, in form and substance reasonably satisfactory to the Seller, certifying: (i) that attached thereto is an authorizing certificate of Buyer authorizing the execution and performance of this Agreement, each Buyer Ancillary Agreement to which it is a party and the Transaction and thereby certified as true and correct; and (ii) the incumbency and signatures of the officers of Buyer executing this Agreement and any Buyer Ancillary Agreement;

(d) An Assignment of Membership Interest, in form reasonably acceptable to Seller, duly executed by Buyer;

(e) Each Buyer Ancillary Agreement not otherwise specifically listed, duly executed by Buyer, as applicable; and

(f) Such other documents as Seller may reasonably request to effect the transactions contemplated by this Agreement and any other Buyer Ancillary Agreement.

Section 3.3. Seller Closing Deliveries. At the Closing, the Seller shall deliver to Buyer all of the following, in a form and substance reasonably acceptable to Buyer and its counsel:

(a) Certificates of good standing of the Seller issued as of a recent date by the Secretary of State of Delaware;

(b) Certificate of the secretary or other officer of each Seller Party, dated as of the Closing Date, in form and substance reasonably satisfactory to Buyer, certifying: (i) that attached thereto are true and correct copies of the resolutions of the trustees, owners or governing bodies of such Seller Party, as applicable, authorizing the execution and performance of this Agreement, each Seller Party Ancillary Agreement to which it is a party and the Transaction and thereby certified as true and correct; and (ii) the incumbency and signatures of the officers of Seller and Company executing this Agreement and any Seller Party Ancillary Agreement;

(c) The Funds Flow, duly executed by each of Seller and Company;

(d) An Assignment of Membership Interest, in form reasonably acceptable to Buyer, duly executed by Seller;

(e) Each Seller Party Ancillary Agreement, including but not limited to instruments of transfer in form and substance satisfactory to Buyer representing the Purchased Units, not otherwise specifically listed, duly executed by the Seller, as applicable; and

(f) such other documents as Buyer may reasonably request to effect the transactions contemplated by this Agreement and the other Seller Party Ancillary Agreements.

ARTICLE IV.
REPRESENTATIONS AND WARRANTIES OF SELLER

Seller represents and warrants to Buyer as follows:

Section 4.1. Organization, Qualification and Power. Seller is a corporation, duly incorporated, validly existing and in good standing under the laws of the State of Delaware, and has all necessary power and authority to own, lease, operate, carry on its business as it is now being conducted.

Section 4.2. Authorization, Validity and Effect of Agreement. This Agreement and each Seller Party Ancillary Agreement has been duly executed and delivered by Seller, as applicable, and is the legal, valid and binding obligation of Seller, enforceable in accordance with its terms, except as may be limited by Equitable Remedies. No other action on the part of Seller is necessary to authorize the execution and delivery of this Agreement or the Seller Party Ancillary Agreements by the Seller, the performance of their respective obligations hereunder, or the consummation by Seller of the Transaction. Seller has legal capacity and full power and authority to execute and deliver this Agreement and each Seller Party Ancillary Agreement to which Seller is a party and to perform his, her or its obligations hereunder and thereunder.

Section 4.3. No Conflicts. The execution and delivery of this Agreement and the other Seller Party Ancillary Agreements by Seller, and the consummation by Seller of the Transaction will not (a) violate or conflict with in any material respect any Law applicable to, binding upon, or enforceable against the Seller, (b) result in any breach of, or constitute a default (or an event which would, with the passage of time or the giving of notice or both, constitute a default) under, or give rise to a right of payment under or the right to terminate, amend, modify, abandon, or accelerate, any Contract to which Seller is a party or bound, (c) result in the creation or imposition of any Encumbrance upon the Purchased Units, (d) violate or conflict with the Constituent Documents of Seller, or (e) require the consent or approval of any Governmental Entity or any other Person.

Section 4.4. Title to Equity Interests of the Company. Seller is record and beneficial owner of the Purchased Units, and has good and marketable title to the Purchased Units, free and clear of all Encumbrances. Seller has full right, power and authority to transfer and deliver to Buyer valid title to the Purchased Units, free and clear of all Encumbrances. At the Closing, Seller shall convey good, valid, and marketable title to the Purchased Units, free and clear of any Encumbrances.

Section 4.5. Brokers' Fees. Except as set forth on <u>Schedule 4.4</u>, Seller has not paid or become obligated to pay any fee or commission to any third party broker, finder or intermediary for or on account of the Transaction.

Section 4.6. NO OTHER REPRESENTATIONS AND WARRANTIES. EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES SET FORTH IN THIS <u>ARTICLE IV</u>, <u>ARTICLE V</u>, AND THE SELLER PARTY ANCILLARY AGREEMENTS, NEITHER OWNERS NOR ANY OTHER PERSON MAKES, HAS MADE, OR SHALL BE DEEMED TO HAVE MADE ANY REPRESENTATIONS OR WARRANTIES, WRITTEN OR VERBAL, STATUTORY, EXPRESS OR IMPLIED, WITH RESPECT TO THE OWNERS, NOR IS BUYER OR ANY AFFILIATE THEREOF RELYING UPON, ANY OTHER EXPRESS OR IMPLIED REPRESENTATION OR WARRANTY.

ARTICLE V.

REPRESENTATIONS AND WARRANTIES OF BUYER

Buyer hereby represents and warrants to the Seller as follows:

Section 5.1. Organization. Buyer is a limited liability company duly organized, validly existing and in good standing under the Laws of the State of Oklahoma. Buyer has all necessary legal entity power and authority to own or lease and operate its assets and to carry on its business in the manner that it has been and is currently conducted.

Section 5.2. Authorization, Validity and Effect of Agreement. Buyer has all necessary legal entity power and authority to execute, deliver and perform its obligations under this Agreement and each of the Buyer's Ancillary Agreements to which it is a party, and to consummate the Transaction. This Agreement and Buyer's Ancillary Agreements have been duly executed and delivered by the Buyer and are the legal, valid and binding obligation of Buyer, enforceable against Buyer in accordance with their terms.

Section 5.3. No Conflict. Neither the execution and delivery by the Buyer of this Agreement or the consummation by Buyer of any of the Transaction nor compliance by Buyer with or fulfillment of the terms, conditions and provisions hereof will require the approval, consent, authorization or act of, or the making by Buyer of any declaration, filing or registration with, any Person, except for any matters, which would not, individually or in the aggregate, reasonably be expected to adversely affect the ability of Buyer to enter into, perform its obligations under and consummate the Transaction. Neither the execution and delivery of this Agreement nor Buyer's Ancillary Agreements, nor the consummation of the Transaction will (i) violate or conflict with any Law or Governmental Order to which Buyer of subject, or (ii) conflict with, result in a breach of, constitute a default under, result in the acceleration of, create in any party the right to accelerate, terminate, modify or cancel, or require any notice under any Contract to which Buyer is a party or by which it is bound or to which any of its assets if subject, except for any matters, which would not, individually or in the aggregate, reasonably be expected to adversely affect the ability of Buyer to enter into, perform its obligations under and consummate the Transaction.

Section 5.4. Investment Representation. Buyer is acquiring the Purchased Units for its own account with the present intention of holding the Purchased Units for investment purposes and not with a view to or for sale in connection with any public distribution of such securities in violation of any federal or state securities Laws. Buyer is an "accredited investor" as defined in Regulation D promulgated by the Securities and Exchange Commission under the Securities Act. Buyer understands and acknowledges that (a) the Purchased Units have not been registered under the Securities Act or any state or foreign securities Laws, in reliance upon specific exemptions thereunder for transactions not involving any public offering, (b) the Purchased Units are not traded or tradable on any securities exchange or over-the-counter, and (c) the Purchased Units may not be sold, transferred, offered for sale, pledged, hypothecated, or otherwise disposed of unless such transfer, sale, assignment, pledge, hypothecation, or other disposition is pursuant to the terms of an effective registration statement under the Securities Act and are registered under any applicable state or foreign securities Laws or pursuant to an exemption from registration under the Securities Act and any applicable state or foreign securities Laws.

Section 5.5. Sufficiency of Funds. Buyer has, as of the Effective Date, the financial capability and sufficient funds to consummate the Transaction on the terms and subject to the conditions set forth herein, and in no event shall the receipt by, or the availability of any funds or financing to Buyer or any of its Affiliates be a condition to Buyer's obligations to consummate the transactions contemplated by this Agreement.

Section 5.6. Solvency. Immediately after giving effect to the Transaction, Buyer and the Company will (a) be able to pay their respective debts as they become due, (b) own property which has a fair saleable value greater than the amounts required to pay their respective debts (including a reasonable estimate of the amount of all contingent liabilities), and (c) have adequate capital to carry on their respective businesses. No transfer of property is being made and no obligation is being incurred in connection with the Transaction with the intent to hinder, delay, or defraud either present or future creditors of Buyer or the

Company. Buyer is currently Solvent and, assuming the accuracy of the representations and warranties of the Company and Seller set forth herein, upon consummation of the transaction contemplated hereby, Buyer and the Company will remain Solvent. As used in this paragraph, the term "Solvent" means, with respect to a particular date, that on such date (i) the sum of the assets, at a fair valuation, of such Person will exceed its debts, (ii) such Person has not incurred and does not intend to incur, and does not believe that it will incur, debts beyond its ability to pay such debts as such debts mature, and (iii) such Person has sufficient capital with which to conduct its business.

Section 5.7. Brokers' Fees. Other than Buyer's transaction expenses, Buyer has no obligation to pay any fees or commissions to any broker, finder, or agent with respect to the Transaction for which the Seller could become liable or obligated.

Section 5.8. NO OTHER REPRESENTATIONS AND WARRANTIES. EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES SET FORTH IN THIS ARTICLE VI AND THE BUYER PARTY ANCILLARY AGREEMENTS, NEITHER BUYER NOR ANY OTHER PERSON MAKES, HAS MADE, OR SHALL BE DEEMED TO HAVE MADE ANY REPRESENTATIONS OR WARRANTIES, WRITTEN OR VERBAL, STATUTORY, EXPRESS OR IMPLIED, WITH RESPECT TO THE BUYER, ITS BUSINESS, OPERATIONS, ASSETS, EQUITY INTERESTS, LIABILITIES, CONDITION (FINANCIAL OR OTHERWISE), OR PROSPECTS, NOR IS ANY SELLER PARTY OR ANY AFFILIATE THEREOF RELING UPON, ANY OTHER EXPRESS OR IMPLIED REPRESENTATION OR WARRANTY.

ARTICLE VI.
ADDITIONAL AGREEMENTS

Section 6.1. Confidentiality. The Parties hereto acknowledge and agree that all confidential information relating to Seller, the Company, Buyer or their respective Affiliates and businesses, including confidential matters consisting of "know how," trade secrets, patient lists, details of contracts, pricing policies, operational and service methods, marketing plans or strategies, service development techniques or plans, business acquisition plans, new personnel acquisition plans, technical processes, and the terms of this Agreement, any Buyer Ancillary Agreement, any Seller Party Ancillary Agreement, and the Transaction (collectively, "**Confidential Information**") are valuable, special and unique assets of such Person to which the Confidential Information belongs and are, and upon the Closing will be, owned exclusively by such Person. Each Party agrees to, and agrees to use its reasonable best efforts to cause its Affiliates and its and their Representatives to, treat the Confidential Information, together with any other confidential information furnished to the Seller or the Company or its or their respective Affiliates by Buyer or its Affiliates, on the one hand, or to Buyer or its Affiliates by the Seller, the Company or its or their respective Affiliates, on the other hand, as confidential and not to make use of such information for its own purposes or for the benefit of any other Person.

Section 6.2. Cooperation on Tax Matters. Following the Closing, the Parties shall cooperate reasonably with each other and shall make available to the other, as reasonably requested and at the expense of the requesting party, and to any taxing authority, all information, records or documents relating to tax liabilities or potential tax liabilities of the Company for all periods on or prior to the Closing and any information which may be relevant to determining the amount payable under this Agreement, and shall preserve all such information, records and documents at least until the expiration of any applicable statute of limitations or extensions thereof.

Section 6.3. Access to Records after Closing.

(a) In order to facilitate the resolution of any claims made against or incurred by the Seller prior to the Closing, or for any other reasonable purpose, for a period of seven (7) years after the Closing Date, or such shorter period set forth in the Buyer's document retention policies, Buyer shall:

(i) retain the books and records (including personnel files) of the Company relating to periods prior to the Closing in a manner reasonably consistent with the prior practices of the Company; and

(ii) upon reasonable advance notice and during normal business hours, afford Seller and their Representatives reasonable access (including the right to make, at the Seller's expenses, copies) to such books and records.

(b) In order to facilitate the resolution of any claims made by or against or incurred by Buyer or the Company after the Closing, or for any other reasonable purpose, for a period of seven (7) years following the Closing, the Seller shall:

(i) retain the books and records of the Seller which relate to the Company and their respective operations for periods prior to the Closing; and

(ii) upon reasonable advance notice and during normal business hours, afford the Buyer and its Representatives or the Company reasonable access (including the right to make, at Buyer's expense, copies) to such books and records.

(c) Neither Buyer nor the Seller shall be obligated to provide the other Party with access to any books or records (including personnel files) pursuant to this Section 6.3 where such access would violate any applicable Law.

Section 6.4. Restrictive Covenants.

(a) For a period of **[Redacted: Commercially sensitive information]** commencing on the Closing Date (the "**Restricted Period**"), the Seller shall not, and shall cause its Affiliates to not, within the Restricted Area engage or otherwise participate in, directly or indirectly, either as a shareholder, member, owner, independent contractor, principal, officer, director, agent, proprietor, partner, investor, consultant, landlord, manager or employee, the ownership, management, financing, operation or control of any business substantially similar to the Company Business or any other business that is related to the provision of the technical or professional component of specialty spine services or the management thereof (the "**Restricted Business**"). Notwithstanding the foregoing, Seller may own, directly or indirectly, solely as an investment, securities of any Person engaged in the Restricted Business and traded on any national securities exchange if the Seller is not a controlling Person of, or a member of a group which controls, such Person and does not, directly or indirectly, own five percent (5%) or more of any class of securities of such Person.

(b) During the Restricted Period, Seller shall not, and shall cause their Affiliates and Representatives not to, directly or indirectly, cause, induce or encourage any material client, patient, customer, supplier or licensor of the Buyer, the Company, or any of their Affiliates, or any other Person who has a material business relationship with the Buyer, the Company, or any of their Affiliates, to terminate or modify any such actual or prospective relationship.

(c) During the Restricted Period, Seller shall not, and shall cause their Affiliates and Representatives not to, directly or indirectly hire or solicit any Person who is, or who was within the immediately preceding **[Redacted: Commercially sensitive information]** of the Restricted Period, employed or engaged by the Buyer, the Company, or any of their Affiliates, or encourage any such employee or contractor to leave such employment or engagement, or hire any such employee or contractor who has left such employment (within the immediately preceding **[Redacted: Commercially sensitive information]** of the Restricted Period).

Section 6.5. **Seller Release**. Seller, for itself, Representatives, Affiliates, designees, assignees, transferees, successors and assigns (collectively, the "**Seller Releasors**"), hereby forever fully and irrevocably releases and discharges each of the Company and each of their respective Representatives, predecessors, successors, direct or indirect Affiliates and subsidiaries and past and present equity holders, members, managers, directors, officers, employees, agents, and other Representatives (collectively, the "**Seller Released Parties**") from any and all actions, suits, claims, demands, debts, agreements, obligations, promises, judgments, or liabilities of any kind whatsoever in Law or equity and causes of action of every kind and nature, or otherwise (including, claims for damages under a writing or Contract or arising under duty or alleged tortious conduct, costs, expense, and attorneys', brokers', financial advisors' and accountants' fees and expenses) arising out of or related to events, facts, promises, representations (orally or in writing, affirmative or omitted) conditions or circumstances existing or arising on or prior to the Closing Date, which the Seller Releasors can, will, or may have against the Seller Released Parties, whether known or unknown, patent or latent, suspected or unsuspected, unanticipated as well as anticipated (collectively, the "**Seller Released Claims**"), and hereby irrevocably agree to waive and refrain from directly or indirectly asserting any claim or demand or commencing (or causing to be commenced) any suit, action, or proceeding of any kind, in any court or before any arbitration, alternative dispute resolution or other tribunal, against any Seller Released Party based upon any Seller Released Claim. Notwithstanding the preceding sentence of this Section 6.5, "Seller Released Claims" does not include, and the provisions of this Section 6.5 will not release or otherwise diminish the obligations of any Party set forth in or arising under any provisions of this Agreement or any other Seller Party Ancillary Agreement or Buyer Ancillary Agreement to which Seller Releasor is a party. Each Seller Releasor covenants and agrees that it will not at any time hereafter commence, initiate or make any Seller Released Claim, whether direct or indirect, express or derivative, against any of the Seller Released Parties, in respect of any Seller Released Claim. The release set forth in this Section 6.5 may be pleaded by any of the Seller Released Parties as a full and complete defense and may be used as the basis for an injunction against any Proceeding instituted or maintained against such Seller Released Party in violation hereof. If any Seller Released Claim is brought or maintained by a Seller Releasor against any Seller Released Party in violation of the release set forth in this Section 6.5, such Seller Releasor will be responsible for all costs and expenses, including reasonable attorneys' fees, incurred by the Seller Released Party in defending same.

Section 6.6. **Buyer and Company Release**. Each of Buyer and the Company, for itself, Representatives, Affiliates, designees, assignees, transferees, successors and assigns (collectively, the "**Buyer Releasors**"), hereby forever fully and irrevocably releases and discharges Seller and its Representatives, predecessors, successors, direct or indirect Affiliates and subsidiaries and past and present equity holders, members, managers, directors, officers, employees, agents, and other Representatives (collectively, the "**Buyer Released Parties**") from any and all actions, suits, claims, demands, debts, agreements, obligations, promises, judgments, or liabilities of any kind whatsoever in Law or equity and causes of action of every kind and nature, or otherwise (including, claims for damages under a writing or Contract or arising under duty or alleged tortious conduct, costs, expense, and attorneys', brokers', financial advisors' and accountants' fees and expenses) arising out of or related to events, facts, promises, representations (orally or in writing, affirmative or omitted) conditions or circumstances existing or arising on or prior to the Closing Date, which the Buyer Releasors can, will, or may have against the Buyer Released Parties, whether known or unknown, patent or latent, suspected or unsuspected, unanticipated as well as anticipated (collectively, the "**Buyer Released Claims**"), and hereby irrevocably agree to waive and refrain from directly or indirectly asserting any claim or demand or commencing (or causing to be commenced) any suit, action, or proceeding of any kind, in any court or before any arbitration, alternative dispute resolution or other tribunal, against any Buyer Released Party based upon any Buyer Released Claim. Notwithstanding the preceding sentence of this Section 6.6, “Buyer Released Claims” does not include, and the provisions of this Section 6.6 will not release or otherwise diminish the obligations of any Party set forth in or arising under any provisions of this Agreement or any other Seller Party Ancillary Agreement or Buyer Ancillary Agreement to which Buyer Releasor is a party. Each Buyer Releasor covenants and agrees that it will not at any time hereafter commence, initiate or make any Buyer Released Claim, whether direct or indirect, express or derivative, against any of the Buyer Released Parties, in respect of any Buyer Released Claim. The release set forth in this Section 6.6 may be pleaded by any of the Buyer Released Parties as a full and complete defense and may be used as the basis for an injunction against any Proceeding instituted or maintained against such Buyer Released Party in violation hereof. If any Buyer Released Claim is brought or maintained by a Buyer Releasor against any Buyer Released Party in violation of the release set forth in this Section 6.6, such Buyer Releasor will be responsible for all costs and expenses, including reasonable attorneys’ fees, incurred by the Buyer Released Party in defending same.

Section 6.7. Financial Statement Audits; Cooperation. Following the Closing, the Buyer shall use commercially reasonable efforts to cause Company to have an audit of the Company’s financial statements as of December 31, 2025, timely performed by Grant Thornton. In addition, the Buyer shall use commercially reasonable efforts to cause the Company promptly to provide Seller with information and assistance reasonably requested by it or its Affiliates in connection with the audit of Medical Facilities Corporation’s financial statements and its securities filing and reporting obligations. The cost and expense of any audits or other measures required to be taken pursuant to this Section 6.7 shall be paid for and borne by Company.

ARTICLE VII.
INDEMNIFICATION

Section 7.1. Survival of Representations and Warranties; Covenants.

(a) The respective representations and warranties of the Parties contained in this Agreement (to include Articles IV and V) will survive the execution and delivery hereof and the Closing until the twenty-four (24) month anniversary of the Closing Date. If, at any time prior to the expiration of the respective survival periods set forth in this Section 7.1(a) with respect to any particular representation or warranty, any Person entitled to indemnification delivers to the Party obligated to indemnify such Person a written notice alleging the existence of an inaccuracy in or a breach of such representation or warranty and asserting a claim for Losses therefor, such notice will describe the applicable inaccuracy or breach in reasonable detail and indicate the estimated amount, if reasonably practicable, of Losses that have been or may be sustained by the applicable indemnified Person in connection therewith.

(b) The respective agreements and covenants of the Parties contained in this Agreement (to include Article VI) will survive the execution and delivery hereof and the Closing, in accordance with their terms or if no end date is provided, then in accordance with the applicable statute of limitations plus sixty (60) says after the expiration thereof.

Section 7.2. Indemnification by Seller. Following Closing and subject to the limitations and requirement set forth in this Article VII, Seller will indemnify, defend and hold Buyer, its Affiliates, and its and their respective members, shareholders, owners, directors, trustees, managers, officers, employees, agents, and representatives (“**Buyer Indemnified Persons**”) harmless from and against, and will reimburse Buyer Indemnified Persons for, any and all Losses incurred or suffered by a Buyer Indemnified Person as a result of or arising by reason of, connected to or resulting from, directly or indirectly, and whether such Losses are to third parties, (a) any breach of any of the Seller’s representations or warranties contained in this Agreement or any Seller Party Ancillary Agreement, or (b) any breach by the Seller of any covenant contained in this Agreement or any Seller Party Ancillary Agreement.

Section 7.3. **Indemnification by Buyer**. Buyer will indemnify and hold Buyer, its Affiliates, and its and their respective members, shareholders, owners, directors, trustees, managers, officers, employees, agents, and representatives ("**Seller Indemnified Persons**") harmless from and against, and will reimburse Seller Indemnified Persons for, any and all Losses incurred or suffered by a Seller Indemnified Person as a result of or arising by reason of, connected to or resulting from, directly or indirectly, and whether such Losses are to third parties, (a) any breach of any of the Seller's representations or warranties contained in this Agreement or any Buyer Ancillary Agreement, or (b) any breach by the Seller of any covenant contained in this Agreement or any Buyer Ancillary Agreement.

Section 7.4. **Exclusive Remedies**. The provisions of this Article VII shall be the exclusive remedy for recovery of any Losses arising from or related to this Agreement. Notwithstanding anything to the contrary contained herein, the maximum aggregate liability for indemnification pursuant to the terms of this Article VII shall be an amount equal to the Purchase Price.

Section 7.5. **Tax Treatment**. Unless otherwise required by Law, all indemnification payments will constitute adjustments to the Purchase Price for all Tax purposes, and no Party will take any position inconsistent with such characterization.

Section 7.6. **Mitigation**. Each indemnified Person will take, and cause its Affiliates to take, commercially reasonable steps to mitigate any Loss.

ARTICLE VIII.
GENERAL PROVISIONS

Section 8.1. **No Public Announcement**. None of the Parties or their Affiliates will issue any press release or make any public announcement with respect to the Transaction without the prior written consent (which consent shall not be unreasonably withheld, conditioned or delayed) of Buyer (with respect to disclosures by the Seller) or the Seller (with respect to disclosures by Buyer), except to the extent that the disclosing Party determines in good faith that it is so obligated by applicable Law, in which case such disclosing Party shall give notice to Buyer or the Seller (as applicable) in advance of such Party's intent to make such disclosure, announcement or issue such press release and the applicable Parties hereto or their Affiliates shall use reasonable efforts to cause a mutually agreeable release or disclosure or announcement to be issued; *provided*, *however*, that the foregoing shall not preclude communications or disclosures necessary to implement the provisions of this Agreement or as required by applicable Law (which term shall include, for purposes of this Section 8.1 the rules of any securities exchange applicable to a Party or its Affiliates), provided that, to the extent required by applicable Law, the Party making such release shall use its commercially reasonable efforts consistent with such applicable Law to consult with the other party with respect to the timing and content thereof. Each Party agrees that the terms of this Agreement and the other documents contemplated hereby shall not be disclosed or otherwise made available to the public and that copies of this Agreement and the Transaction documents shall not be publicly filed or otherwise made available to the public, except where such disclosure, availability or filing is required by applicable Law and only to the extent required by such Law. In the event that such disclosure, availability or filing is required by applicable Law, each Party (as applicable) agrees to use its commercially reasonable efforts to obtain "confidential treatment" of this Agreement and the Transaction documents with such Governmental Entity and to redact such terms of this Agreement and the Transaction documents as the other Party shall request to the extent permitted by applicable Law.

Section 8.2. **Notices**. All notices or other communications required or permitted hereunder shall be in writing and shall be delivered personally, by facsimile, by reputable overnight courier (costs prepaid), by U.S. registered or certified mail (return receipt requested and postage prepaid), shall be deemed given or made (i) on the actual date of service when delivered personally, (ii) one (1) Business Day after delivery to a nationally recognized overnight courier service for next business day delivery, and (iii) five (5) Business Days after being sent by registered or certified mail, to the following address:

If to Buyer, to:	OSH Subco, LLC Attn: Chief Executive Officer 14101 Parkway Commons Dr. Oklahoma City, Oklahoma 73134
with a copy (which shall not constitute notice) to:	
	Powell Hanner Attn: Raegan Sifferman The Metropolitan Building 400 North Walker Avenue, Suite 220 Oklahoma City, Oklahoma 73102 Email: **[Redacted: Personal information]**
If to the Seller, to:	Medical Facilities (USA) Holdings, Inc. Attn: Chief Executive Officer 214 Overlook Circle, Suite 200 Brentwood, Tennessee 37027
With a copy (which shall not constitute notice) to:	
	Bradley Arant Boult Cummings LLP Attn: John M. Perry Jr. 1221 Broadway, Suite 2400 Nashville, Tennessee 37203 Email: **[Redacted: Personal information]**
If to the Company, to:	Oklahoma Spine Hospital, L.L.C. Attn: Chief Executive Officer 14101 Parkway Commons Dr. Oklahoma City, Oklahoma 73134

or to such other address as such Party may indicate by a notice given to the other Parties at least five (5) Business Days in advance in accordance with this Section 8.2.

Section 8.3. **Successors and Assigns; Assignment**. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns; *provided*, *however*, that no Party may assign its rights by operation of law or otherwise or delegate its obligations under this Agreement without the express prior written consent of, in the case of an assignment by Buyer, the Seller, and, in the case of the Seller, Buyer.

Section 8.4. **No Third Party Beneficiaries**. This Agreement is for the sole benefit of the Parties and their successors and permitted assigns and nothing in this Agreement, express or implied, is intended to or shall confer upon any other Person any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement; provided, that it is hereby acknowledged and agreed by the Parties hereto that a Person entitled to indemnification hereunder that is not party hereto is intended to be an express third party beneficiary of this Agreement.

Section 8.5. Entire Agreement. This Agreement, the Exhibits and Schedules referred to herein, the documents delivered pursuant hereto contain the entire understanding of the Parties with regard to the subject matter contained herein or therein, and supersede all other prior representations, warranties, agreements, understandings or letters of intent between or among any of the Parties.

Section 8.6. Amendments. This Agreement shall not be amended, modified or supplemented except by a written instrument signed by Buyer, Seller, and the Company.

Section 8.7. Waivers. Any term or provision of this Agreement may be waived, or the time for its performance may be extended, by the Party or Parties entitled to the benefit thereof; provided that any such waiver shall be validly and sufficiently authorized for the purposes of this Agreement if, as to any Party, it is authorized in writing by such Party or an authorized representative of such Party. The failure of any Party to enforce at any time any provision of this Agreement shall not be construed to be a waiver of such provision, nor in any way to affect the validity of this Agreement or any part hereof or the right of any Party thereafter to enforce each and every such provision. No waiver of any breach of this Agreement shall be held to constitute a waiver of any other or subsequent breach.

Section 8.8. Partial Invalidity. Wherever possible, each provision hereof shall be interpreted in such manner as to be effective and valid under applicable Laws, but in case any one or more of the provisions contained herein shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such provision shall be ineffective to the extent, but only to the extent, of such invalidity, illegality or unenforceability without invalidating the remainder of such invalid, illegal or unenforceable provision or provisions or any other provisions hereof, unless such a construction would be unreasonable.

Section 8.9. Execution in Counterparts. This Agreement may be executed by the Parties in separate counterparts, each of which when so executed and delivered will be an original, but all such counterparts will together constitute one and the same instrument. A facsimile or .pdf copy of a signature page shall be deemed to be an original signature page.

Section 8.10. Governing Law; Submission to Jurisdiction; Venue; Waiver of Jury Trial.

(a) This Agreement shall be governed by and construed in accordance with the Laws of the State of Oklahoma, including the Laws regarding statutes of limitations, without giving effect to any choice of law or conflict of law provision or rule (whether of the State of Oklahoma or any other jurisdiction) that would cause the application of the Law of any jurisdiction other than the State of Oklahoma. It is the intent of the Parties that this Agreement be a document under seal for all purposes of Oklahoma Law, including the statute of limitations.

(b) Each of the Parties irrevocably agrees that any Proceeding with respect to this Agreement, or the Transaction, be brought and determined in the exclusive jurisdiction of the federal courts sitting in the Western District of Oklahoma or the applicable state courts sitting in Oklahoma County, Oklahoma. Notwithstanding the previous sentence a Party may commence any Proceeding in a court other than the above named courts solely for the purpose of enforcing a Governmental Order or judgment issued by one of the above named courts.

(c) EACH OF THE PARTIES TO THIS AGREEMENT HEREBY IRREVOCABLY WAIVES ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM

ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE CONTEMPLATED TRANSACTIONS, WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE. THE PARTIES AGREE THAT ANY OF THEM MAY FILE A COPY OF THIS PARAGRAPH WITH ANY COURT AS WRITTEN EVIDENCE OF THE KNOWING, VOLUNTARY AND BARGAINED-FOR AGREEMENT AMONG THE PARTIES IRREVOCABLY TO WAIVE THEIR RESPECTIVE RIGHTS TO TRIAL BY JURY IN ANY ACTION WHATSOEVER BETWEEN OR AMONG THEM RELATING TO THIS AGREEMENT, ANY ANCILLARY AGREEMENT OR ANY OF THE CONTEMPLATED TRANSACTIONS AND THAT SUCH ACTIONS WILL INSTEAD BE TRIED IN A COURT OF COMPETENT JURISDICTION BY A JUDGE SITTING WITHOUT A JURY.

Section 8.11. Remedies.

(a) The Parties agree that irreparable damage for which monetary damages, even if available, would not be an adequate remedy, may occur in the event that the Parties do not perform the provisions of this Agreement (including failing to take such actions as are required of it hereunder to consummate this Agreement) in accordance with its specified terms or otherwise breach such provisions, including, but not limited to, the restricted covenants set forth in Section 6.4.

(b) Each of the Parties agrees that the other Party shall be entitled to an injunction or injunctions to prevent breaches of this Agreement and to enforce specifically the terms and provisions of this Agreement, including, but not limited to, the restrictive covenants set forth in Section 6.4, in any action instituted in any court of the United States or any state thereof having jurisdiction over the Parties and the matter (subject to the provisions set forth in Section 8.10), in addition to any other remedy to which they may be entitled, at law or in equity.

Section 8.12. Interpretation. For purposes of this Agreement:

(a) The words "include," "includes" and "including" indicate examples of a predicate word or clause and not a limitation on that word or clause, and shall be deemed to be followed by the words "without limitation;"

(b) The word "or" is not exclusive and shall mean "and/or;"

(c) The words "herein," "hereof," "hereby," "hereto" and "hereunder" refer to this Agreement as a whole;

(d) All pronouns and any variation thereof will be construed to refer to such gender and number as the identity of the subject may require;

(e) References to "**$**"shall be to United States Dollars;

(f) With regard to all dates and time periods set forth or referred to in this Agreement, time is of the essence;

(g) Each Party participated in the negotiation and drafting of this Agreement, assisted by such legal and tax counsel as it desired, and contributed to its revisions. No Party, nor its respective counsel, shall be deemed the drafter of this Agreement for purposes of construing or enforcing the provisions hereof, and all provisions of this Agreement shall be construed according to their fair meaning and not strictly for or against either Party, and no presumption or burden of proof will arise favoring or disfavoring any Person by virtue of its authorship of any provision of this Agreement.

[Remainder of page intentionally left blank. Signature page(s) follow.]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the Effective Date.

BUYER:

OSH SUBCO, LLC

By: *"Kevin Blaylock"*
Name: Kevin Blaylock
Title: Chief Executive Officer

SELLER:

Medical Facilities (USA) Holdings, Inc.

By: *"Jason Redman"*
Name: Jason Redman
Title: Chief Executive Officer

COMPANY:

Oklahoma Spine Hospital, L.L.C.

By: *"Kevin Blaylock"*
Name: Kevin Blaylock
Title: Chief Executive Officer